CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-278 First Amendment to Agreement for Consulting Services and Work Authorization 3 with Alvarez & Marsal Infrastructure and Capital Projects, LLP for professional administrative services for Phase 2 implementing broadband and connectivity solution for the City of Joplin with a not to exceed amount of $836,897 for the scope of work detailed in Work Authorization 3.

MEETING DATE
August 05, 2024

ORIGINATING DEPT
Planning, Development and Neighborhood Services

ATTACHMENTS
Council Bill 2024-278: First Amendment to Agreement for Consulting Services and Work Authorization number 3
2022-RFP-10 Broadband Deployment Consultant Services
Alvarez and Marsal Response to RFP Broadband Deployment Consultant Services
Alvarez and Marsal Contract dated July 5, 2022

REVIEWED BY
Director of Planning, Development & Neighborhood Services: Troy Bolander; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves the First Amendment to Agreement for Consulting Services and Work Authorization No 3 with Alvarez and Marsal for Phase 2 work detailed within Work Authorization 3 in the not to exceed amount of Eight Hundred Thirty-Six Thousand, Eight Hundred and Ninety Seven and 00/100 dollars ($836,897.00) for professional consulting services for a broadband connectivity solution.

BACKGROUND
July 05, 2022 council approved Ordinance 2022-114 for the Master Agreement limited to Phase 1 Consulting Services for an amount of Seven Hundred Ninety Seven Thousand Six Hundred Eighteen and 00/100 dollars ($797,618). Understanding the complexities of the network build, A&M delivered a financial strategy to effectively optimize public and private sector investment. They developed, released, and analyzed the City's request for information (RFI) to garner market interest in a future P3; as well as a request for proposal (RFP). During this process they also conducted comprehensive City stakeholder engagement sessions to identify targets of opportunity for improved resident/business connectivity while considered optimization of City operations, public infrastructure asset connectivity, Smarter Joplin solutions.
As part of the detailed design package, site specific requirements for hardened equipment and structures by specific location can be established. This allowed for the network design to have explicit attention to redundancy and overall system resilience and considering spatial composition of critical facilities.

April 15, 2024 council approved Ordinance 2024-264 for the Development Agreement with ALLO Missouri, LLC to construct a fiber optic network that is able to offer high quality, fiber optic broadband to substantially all residents, anchor institutions and businesses within the city limits of Joplin.

FUNDING SOURCE

This Council Bill includes a budget amendment to the general fund use tax for this item.

RECOMMENDATION

Staff recommends approval of Council Bill 2024-278, First Amendment to Agreement for Consulting Services & Work Authorization 3 with Alvarez and Marsal for Phase 2 in the additional not to exceed amount of Eight Hundred Thirty-Six Thousand, Eight Hundred Ninety-Seven and 00/100 dollars ($836,897.00) for professional consulting services for broadband connectivity solutions.

REQUEST FOR PROPOSALS



2022-RFP-10

BROADBAND DEPLOYMENT CONSULTANT SERVICES

Submission Due No Later Than 5:00 PM, May 2, 2022

City of Joplin
Planning, Development and Neighborhood Services Department
602 South Main Street
Joplin, MO 64801

(417) 624-0820 Ext. 1570

REQUEST FOR PROPOSALS

Rev. 3/31/2022

Written proposals subject to the conditions herein stated and attached hereto, will be received at 602 S. Main, Joplin, MO 64801, ATTN: Troy Bolander, until Monday, May 2, 2022, by 5 p.m. Central time for providing the services as described below for the City of Joplin.

DESCRIPTION

The City of Joplin is soliciting proposals from qualified firms with expertise in the areas of stakeholder engagement, telecommunications and information technology, Smart Cities strategic planning project and implementation, federal/state funds management and economic modeling to develop a Fiber Deployment Plan to guide the design, construction, implementation, maintenance, management, regulation, funding of a fiber network backbone, as well as negotiating with ISP providers for access and any other Smart City related technologies in accordance with this Request for Proposal. The City intends to award a Consulting Service Agreement for such efforts. The City is hereby requesting written proposals to provide administration of broadband (fiber) deployment and Smarter Joplin initiatives. The City is requesting professional services to assist in the planning, development, operation and execution of Smarter Joplin broadband and other projects. This shall include technology development and deployment of broadband as a connectivity solution for Joplin, including data analysis, strategic development and planning that focus on resilience, access, affordability and transparency.

The City will receive proposals from Proposers having specific experience and qualifications in the area identified in this solicitation. For consideration, proposals for this project must contain evidence of the Proposer's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by The City may be included elsewhere in this solicitation.

Bidding firms must have a thorough understanding of broadband deployment and federal and state funding opportunities, application processes and any cross-cutting regulations required for the use of said funds.

BACKGROUND

Joplin experienced a devastating E5 tornado in 2011. With the benefit of federal and state disaster recovery funds, the City developed a Capital Plan to address specific recovery projects. An outcrop of those efforts pointed to a need for a resiliency plan for future events. In 2019 the Smarter Joplin Roadmap was developed with considerable stakeholder involvement. Connectivity issues rose to the top regarding access, dependability, speed and affordability. The COVID pandemic hit, and the issues identified in 2019 came to the forefront as the ability to communicate virtually was limited and often inadequate, including educating remotely, providing telehealth, ability to work from home, and conducting business. In 2021, a Broadband Gap Analysis was commissioned and limitations in broadband were specifically identified and solutions offered. Both documents are available on the City of Joplin's website at https://www.joplinmo.org/1124/Smarter-Joplin. These documents will serve as references in developing a Fiber Deployment Plan.

FORMAT FOR STATEMENT OF QUALIFICATIONS

General Instructions

Qualifications shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the Respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs as it relates to the administration of various funding sources and associated program objectives.

Responses shall be a maximum of forty (40) printed pages. No 3-ring binders please. The cover, table of contents, divider sheets, resumes and submission form do not count as printed pages. Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete qualifications will be considered non-responsive and subject to rejection. Responses and any other information submitted by Respondents in response to this RFP shall become the property of the City.

The City will not compensate Respondents for any expenses incurred in Response preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondents submit the Responses at their own risk and expenses.

Responses that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the City, at its option.

The City makes no representations of any kind that an award will be made as a result of this RFP or subsequent interview or recommendation. The City reserves the right to accept or reject any or all Responses, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in the City's best interest.

Responses shall consist of answers to the questions asked in the RFP. It is not necessary to repeat the question in the Responses; however, it is essential to reference the question number with the corresponding answer.

Failure to comply with requirements contained in this RFP may result in the rejection of the Responses.

EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS:

Qualifications of Proposers

The Proposer may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, staffing, and financial resources to provide the services specified herein in a satisfactory manner.

The Proposer may also be required to give a past history and references in order to satisfy The City in regard to the Proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy the City that the Proposer is properly qualified to carry out the obligations of the

contract and to complete the work described therein. Evaluation of the Proposer's qualifications shall include:

A. The knowledge, ability, capacity, skill, financial and other necessary resources to perform the work or provide the service required;
B. The ability of the Proposer to perform the work or provide the service promptly or within the time specified, without delay or interference;
C. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer, and;
D. The quality of performance of previous contracts or services.
E. Overall costs of provided services.

A selection committee made up of qualified City staff shall review and evaluate all responses. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work. Final authority of the selection ultimately lies with the Joplin City Council and is subject to not being in agreement with the recommendation from the selection committee.

Factors to be considered are as follows:

A. **Company Profile: (10 Points)** Scoring will emphasize management, organization, availability of key staff, skill, financial and other necessary resources to perform the work or provide the services required.

Respondents must provide a listing of the personnel who would be assigned to this project, including an explanation of the project team's organizational structure and each person's area of responsibility. CV's or resumes for each professional assigned to this project are also required. Please include an organizational chart of the local team and any associated decision-makers' part of any review or approval process within your firm.

B. **Commencement: (10 Points)** Scoring will emphasize ability to commence services promptly or within the time specified, without delay or interference.

A timeline is required to be provided by the respondent.

C. **Experience: (20 Points)** Scoring will emphasize direct experience and success with the items listed in the proposal as well as character, integrity, reputation, judgment, and efficiency of the Proposer.

Respondent must provide three (3) examples of experience relative to development and execution of a Fiber Deployment Plan including the name, address, and telephone number of a client contact for each project. Examples proving the ability to coordinate multiple projects within administration team should be included and will be considered in the scoring. Scoring will also emphasize experience which includes securing private, local, state and federal sources with knowledge of requirements of each source, and the firm's results of past governmental review and monitoring and/or direct team experience.

D. **Approach Strategy: (20 Points)** Scoring will emphasize project approach for each service requested and proven implementation and/or management strategies by the team for the local City government. Services requested are found in the "Specification for Services Requested" section of this RFP. Responders must have sufficient and qualified staff immediately available to contract solicitations and to enter into and manage any components targeted by the RFP.

   Additionally, please explain the local presence that your firm will have in the community and assigned staff frequency in situ. It will be paramount to have firm expertise available for staff.

E. **References: (10 Points)** Scoring will emphasize quality of references and the quality of performance of previous contracts or services.

F. **Price: (30 Points)** Proposers shall provide hourly information by title/function assigned to the project as shown below:

Department	Title/Function	Average Hourly Rate for Contract Term	Estimated Number of FTE Hours	Total Cost
			Grant Total	**$**

After the selection process, the Selection Committee shall negotiate on behalf of the City of Joplin, a contract based on the fees and fee structure as submitted in the proposal. The City of Joplin reserves the right to delete elements or expand the scope of the contract based on the negotiated fees at the time of contract letting.

SPECIFICATIONS OF SERVICES REQUESTED:

A. **General Statement:**

   The City of Joplin requests proposals for professional telecommunications and information technology services to assist with the development of a Fiber Deployment Plan, access potential funding sources, negotiate with potential carriers and ISPs and other services related to the deployment of broadband.

B. **Specific Specifications: The City requests the following services to be provided:**
   - The ability to collaborate with City leadership and its partners.

- Assist City staff in developing a Fiber Deployment Plan that would serve as a roadmap for developing and executing projects.
- Seek and obtain private, local, state and/or federal funding sources for the execution of a Fiber Deployment Plan.
- The Consultant shall perform certain services necessary for development and initial execution of the Fiber Deployment Plan.
- The City's goal in developing a Fiber Deployment Plan is to document a detailed, actionable plan to build a carrier-class, highly available, redundant fiber network that provides Joplin institutions, businesses and residential areas with high-speed Internet access, data and Smart City services, thereby improving the quality of life of our constituents, boosting economic development and enhancing the infrastructure of Joplin.
- Validate the selected business model, identifying and vetting of any possible public-private partnership opportunities, as required.
- Investigate potential public-private partnership opportunities and options for Joplin with specific, actionable proposals modeled in the business plan if applicable.
- Conduct a business case analysis including return on investment (ROI) timeline, funding type and financing options for a phased build, staffing requirements and pro forma financial statements.
- Prepare, as necessary, governance, ownership and management guidance including zoning and Right of Way (ROW) ordinances, potential legal ramifications and roadblocks to the Plan, leasing and asset sharing guidelines and templates.
- Development of monitoring plans and execution of said plans.
- Review and update the City's Smarter Joplin Roadmap that was presented to the Joplin City Council in September 2019.
- Manage program operations for all available programs.
- IT oversight and Web Development as required.
- Throughout the course of completing the tasks and deliverables in this RFP it is expected that the Consultant will assess and verify the appropriateness of the model and build direction outlined by the City above or recommend an alternative model and build approach.
- Training City Staff on best practices related to broadband deployment.
- Other support and consulting functions as required by the City.

GENERAL INFORMATION AND REQUIREMENTS

Minimum Effective Period of Proposal

All proposals are required to remain in effect for at least 120 days from the date submitted to the City for review. This should be taken into account during budget preparations.

Public Information

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure.

MBE/WBE

Please state whether your firm or any potential sub-contractors participate in the Minority and Women Business Enterprise Initiative (MBE/WBE).

Type of Contract

The final contract form shall be negotiated between and be mutually acceptable to the parties. Any contract(s) resulting from this effort will be negotiated at the sole discretion of City of Joplin (the "City"), and/or their agents.

Clarifications and Interpretations

Any clarifications or interpretations of this RFP that materially affect or change its requirements will be provided by the City as an addendum. These items must be received by the City 10 days prior to the proposal due date to allow for proper notification. All such addenda issued by the City shall be issued before the proposals are due as part of the RFP, and all Respondents shall acknowledge receipt of and incorporate each addendum in its responses. All additional information or addenda will be posted on the city website at http://joplinmo.org/index.aspx in the left hand column under Bids/Projects. Please check regularly and/or sign up to receive notifications.

Respondents shall consider only those clarifications and interpretations that the City issues by addenda five (5) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the City and should not be relied upon in preparing responses.

No Lobbying

Respondent acknowledges and accepts that from the Date of Issuance of the RFP until a final decision has been made by the City, it will not take any action, make any effort or support or engage others on its behalf to take actions or efforts with attempt to influence the decision making process for this RFP in favor of the respondent. This includes direct contact with the City Council, City Manager and staff of the City of Joplin, the selection committee, board members of the Joplin Chamber, and others who may be engaged in the process. Additionally, the Respondent acknowledges and accepts that it will not attempt to use public communication such as the news media, social media, etc. as a means of attempting to influence the RFP evaluation or decision-making process. Any respondent violating any of the aforementioned conditions is subject to immediate disqualification from consideration.

Deadline for Submission of Interest

Responses will be accepted no later than the time and location described below:

TIME/DATE: Received by 5:00 PM on Monday, May 2, 2022.
RFPs received after this time and date will not be accepted.

TO: City of Joplin
Attn: Troy Bolander, Director
Planning, Development & Neighborhood Services
602 S Main Street
Joplin, MO 64801

One (1) Original with (5) identical copies of the Response in print and one PDF copy provided on USB drive. An original signature must be included on the "THE CITY OF JOPLIN REQUEST FOR PROPOSAL SUBMISSION FORM" document submitted with original document.

Late received Responses will be returned to the Respondent unopened. Properly submitted Responses by the Respondents will not be returned. Hard copies of RFP materials must be enclosed in a sealed envelope (box or container) addressed as noted above; the package must clearly identify the submittal deadline and that the response is for the American Rescue Plan Administration and Management.

Point of Contact
The City designates the following person as its representative and Point-of-Contact for this RFP:

Patty Heagel, Assistant Director Planning, Development & Neighborhood Services
Joplin City Hall
602 S Main Street, 4th Floor
Joplin, MO 64801
(417) 624.0820 Ext 1570
pheagel@joplinmo.org

Respondents shall restrict all contact with the City and direct all questions regarding this RFP, including questions regarding terms and conditions and technical specifications, to the Point of Contact.

Evaluation of Qualifications
The evaluation of the responses shall be based on the requirements described in this RFP. All properly submitted responses will be reviewed, evaluated, and ranked by the City, with input from the committee as noted above. The City will reserve the right to include an interview with the Proposer if the City deems it necessary to aid in the ranking process. If the City requests an interview from a select number of the proposals it is required of those Proposers to meet with the selection team at a time to be specified. The City will contact those Proposers with the top ranked proposals that best meet City's needs. The number of selected proposals will be determined by the selection committee. Each of these will be required to meet with the selection team at a time to be specified. The proposals will be

reviewed in depth with the selection team at that time. The City will contact the proposer that best meets The City's needs and attempt to negotiate an agreement that is acceptable to both parties.

City's Reservation of Rights
The City may evaluate the responses based on the anticipated completion of all or any portion of the project. The City reserves the right to reject any and all Responses and re-solicit for new Responses, or to reject any and all proposals and temporarily or permanently abandon the Project. The City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

Acceptance of Evaluation Methodology
By submitting its Responses to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that the determination of the "most qualified" firm(s) will require subjective judgments by the City.

No Reimbursement for Costs
The Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP shall be at the sole risk and responsibility of the Respondent.

Eligible Respondents
Only individual firms or lawfully formed business organizations may apply (this does not preclude a Respondent from using consultants). The City will contract only with the individual firm or formal organization that submits its Responses.

Reference Checks
Respondent acknowledges and accepts that through the RFP evaluation process reference checks and background investigation may be conducted as a part of the due-diligence process.

Award and Disbursement of Funds
The City will negotiate a contract/agreement with the Proposer to assist in prioritizing needs, optimizing funding available and executing proposed activities according to the requirements of the funding streams. The City will fund the proposal through pandemic sources.

Disposition of Proposals
All submitted proposals become the property of The City.

Nonconforming Terms and Conditions

A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. The City reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

Debarment

By submitting a proposal, the Proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government; and that it is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal Government. Respondents must be registered at SAM.GOV to be eligible.

THE CITY OF JOPLIN
REQUEST FOR PROPOSAL SUBMISSION FORM
2022-RFP-10 BROADBAND DEPLOYMENT CONSULTANT SERVICES

Company Alvarez and Marsal

Address 655 15th Street, NW Suite 600 | Washington, DC 20005

Contact Person Riz Shah

Telephone Number 202-412-5066

Email riz.shah@alvarezandmarsal.com

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A

MATERIAL BREACH OF CONTRACT AND, AT THE CITY'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, and cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

Submitted and certified this 2 day of May 2022.

BY: Riz Shah

Signature Date: 5/2/2022

Name (Printed): Riz Shah

Title: Managing Director

Signature: Riz Shah Riz Shah Digitally signed by Riz Shah Date: 2022.05.02 12:19:20 -04'00'

MARK BID ENVELOPES: "#2022-RFP-10 BROADBAND DEPLOYMENT CONSULTANT SERVICES" Received by 5:00 PM, Monday, May 2, 2022.

REQUEST FOR PROPOSAL: BROADBAND DEPLOYMENT CONSULTANT SERVICES

Date of Submission:
May 2, 2022

City of Joplin
602 South Main Street
ATTN: Troy Bolander
Joplin, MO 64801

Submitted by:

Alvarez & Marsal
Infrastructure & Capital Projects
655 15th Street, NW Suite 600
Washington, DC 20005

Riz Shah
Managing Director
E-mail: riz.shah@alvarezandmarsal.com
(202) 412-5066

This proposal contains information that shall not be disclosed outside of City of Joplin and shall not be duplicated, used, or disclosed in-whole or in-part for any purpose other than to evaluate this proposal. The information subject to this restriction is contained in all pages/sheets herein. This proposal does not constitute a contract to perform services. Any engagement arising out of this proposal will be subject to the execution of a formal engagement contract, including our standard terms and conditions and fees and billing rates established therein.

May 2nd, 2022

City of Joplin
602 South Main Street
Joplin, MO 64801

Dear Mr. Bolander,

On behalf of Alvarez & Marsal (A&M), we appreciate the opportunity to present this proposal for the City of Joplin's (the City) Solicitation for Broadband Deployment Consultant Services. A&M is uniquely qualified to help the City increase connectivity across the community.

We consider the City of Joplin our hometown and we are committed to ensuring that this project supports the future economic opportunities and enhances the quality of life of the community. We see this as a once in a generation opportunity to not only enhance the connectivity of each resident and neighborhoods but the opportunity to improve resiliency, support sustainability, and promote Joplin's economic competitiveness within the region, state, and US market. Members of our A&M team were retained by the City of Joplin to serve as the administrator for the City's Community Development Block Grant - Disaster Recovery funds received following the EF-5 tornado and ever since then we are emotionally and professionally connected to the community. It will be an honor to continue to partner with the City.

We have unmatched knowledge of the City's broadband current state and industry best practices, allowing our team to make an impact on Day 1. Our proposed A&M Team live our principles in bringing the best team committed to working with you. We have carefully gathered teaming partners (i.e., Finley Engineering, BB Civic Solutions, Olsson, and CCG) who have the character, integrity, reputation, judgment, industry, and local experience needed to make this transformation a success. We have first-hand knowledge of the Smarter Joplin Roadmap and recent connectivity gap analysis. We are committed to engaging each of the resources presented in this proposal on-the-ground in Joplin ensuring that the right experience is represented on day-to-day operations. Our professionals are not just exceptional at what they do, they are also exceptional people who are ready to work with you, as we have in the past.

We know how to bridge funding gaps. This project is not just about the technical broadband resources, but there is a responsibility to the City that the project team has the experience needed to identify, secure, and thoughtfully manage funds required to complete this highly complex infrastructure project. Our team members have performed planning, program management, monitoring/compliance, and closeout services for federal recovery programs, most recently with CARES Act, Consolidated Appropriations Act, and ARPA grant funds. We not only have intimate familiarity with the laws and grant-specific regulations, but also understand how those laws and regulations have changed and been implemented and enforced over the years. This will help ensure that the City's deployment of broad is not only technically reasonable but also in compliance with the funding sources.

Based on what the City has detailed in the statement of work, we are confident that in collaboration with the City, we can make a difference in the local neighborhoods that you serve. We thank you for the privilege to serve the City of Joplin and we are committed to helping you and your residents become more connected.

Sincerely,

Riz Shah Digitally signed by Riz Shah
Date: 2022.05.02 14:26:02 -04'00'

Riz Shah
Managing Director

Table of Contents

Our Understanding of Joplin's Needs 1
1.0 COMPANY PROFILE 3
2.0 COMMENCEMENT 7
3.0 EXPERIENCE 8
4.0 APPROACH STRATEGY 11
5.0 PRICE 24
6.0 RESUMES 26

OUR UNDERSTANDING OF JOPLIN'S NEEDS

The City of Joplin (the City) is rapidly advancing towards a critical community transformation in connectivity and progressing forward in its Smart City Roadmap vision. In the wake of the infrastructure devastation caused by the 2011 E5 tornado that impacted Joplin and the resulting rebuilding and rehabilitation capital planning, community resilience to future events became one of the City's highest priorities. The digital connection of people and public infrastructure was identified as one the greatest challenges to the City's goal of a Smart City.



Figure 1: A&M's Highlighted Joplin Experience

We have seen countless instances where the COVID-19 pandemic has brought to the surface critical infrastructure flaws in real-time, broadband connectivity being just one of them as our culture became overly reliant on accessible and reliable internet services. When acutely assessed, the pandemic cause major concern due to the shift in day-to-day business requiring strong internet delivery (e.g., virtual medicine, telecommuting, video meetings) and subsequently issues of access and dependability were raised to the highest levels of our national government. When chronically assessed, the fiber backbone plays an integral part to our public infrastructure not just from a Smart City vantage point but from an infrastructure performance standpoint. We are confident that with a strong broadband network, Joplin can provide its community with greater socio-economic development and the foundation to improve programs such as healthcare and education.

With a Fiber Deployment Plan already drafted, it is critical that City can validate, refresh, and incorporate critical business and financial analysis to prepare the City to move into the execution phase. Joplin cannot act in a silo with their deployment plan and using partnerships is critical in the overall success of the deployment itself. The importance of transparency is critical when undertaking infrastructure investments affecting multiple stakeholders and using diverse funding sources to execute the work.

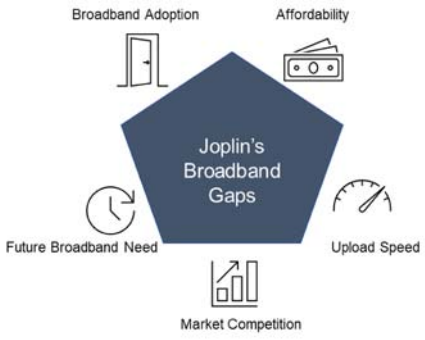

Figure 2: Joplin's Broadband Potential Challenges

Understanding the City has partnered with U.S. Ignite, provides Joplin the platform to become a leader in community broadband deployment and the ability to document best practices that can be used by

communities facing similar challenge across the country. A&M is excited for the City and achieving these goals.

Key Risks

Understanding there are risks associated with fiber deployment is critical from a project and program management perspective. Anticipation and planning around risk is crucial to the success of this implementation. Initially identified risks can be categorized as:

- **Financial Risk:** Joplin could inherently carry more financial risk due to owning a portfolio of new fiber assets.
- **Execution Risk:** Due to Missouri statute and regulations limiting municipalities from providing telecommunication services, there is a risk in achieving progress.
- **Competitive Risk:** Existing commercial providers could drive the market in their favor due to ability to upgrade network.
- **Do-Nothing Risk:** If Joplin does nothing regarding their Smart City and Broadband goals and waits for the private sector to deliver the network, they may be left behind compared to their peer communities in terms of the ability to execute on economic development fronts where fiber networks and broadband are deciding factors for acquisition and retention of business and industry.

A&M is the team the City needs to help achieve these Smart City goals while mitigating against the economic risks. A&M experts have deep experience across the capital infrastructure lifecycle, from planning & investment strategy, through construction and into the operation & maintenance of the asset, servicing public clients across all infrastructure industries including broadband and telecommunications. We are confident that the A&M project team's values align with our broader understanding of Joplin needs (see **Figure 3**).

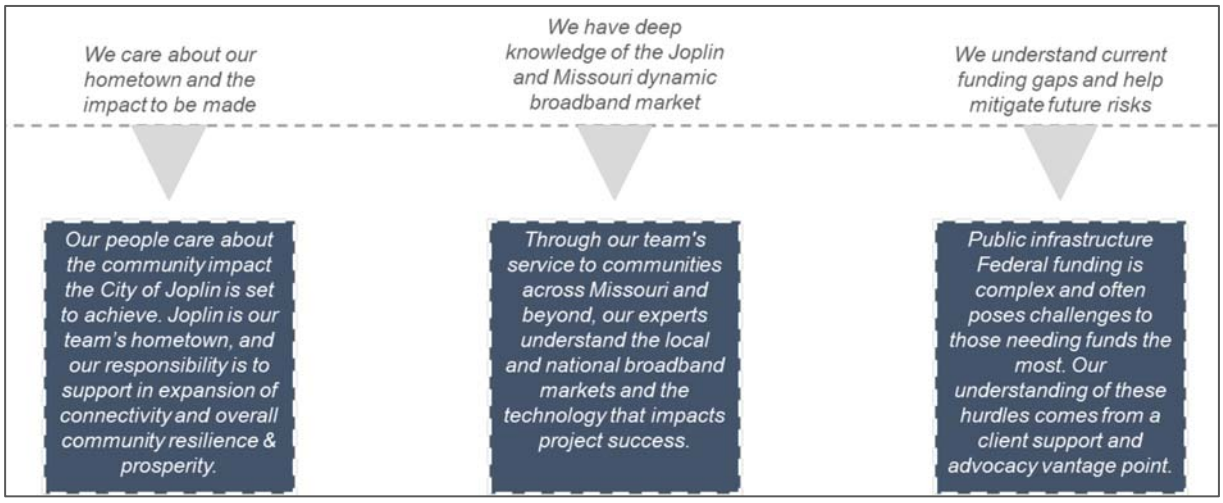

Figure 3: A&M's Values and Approach Aligned with the City's Priorities

In the following sections of our proposal, we highlight our teaming partners, our approach, our qualified and experienced project team, and our corporate experience.

1.0 COMPANY PROFILE

In 1983, Tony Alvarez II and Bryan Marsal founded A&M to provide radically different advice and hands-on support geared toward organizations facing mission-critical operational and financial hurdles—situations demanding leadership, action, clarity, objectivity, and results. They combined their skills and experience in public accounting and financial crisis environments and paved the way for a new specialty area: turnaround management, crisis management, and performance improvement for companies and governments for the benefit of their stakeholders and constituencies.

A&M is focused on the performance improvement of our government clients and delivers five key services through a pragmatic and forward-looking approach. We help our clients:

- Tackle industry-specific challenges
- Manage stakeholder expectations
- Drive financial innovation
- Strengthen service delivery
- Improve internal operations & transparency
- Execute fiduciary services over grants and other federal funds

A&M is a Bronze Partner in good standing of the National Governor's Association (NGA) Partner Program since its inception. The NGA Partner Program provides unique opportunities for companies to demonstrate their commitment to governors and to support innovative leaders solve the challenges facing governments.

A&M's Core Principles

A&M believes in the power of diverse teaming to solve complex problems, create value, and drive change and we decide to deliver projects who meet these same criteria. Our practice group humbly wants to help change the world. We see our professionals' differences as strengths and are committed to fostering a culture of inclusion guided by A&M's Core Values of Integrity, Quality, Objectivity, Fun, Personal Reward, and Inclusive Diversity. Inclusive Diversity runs through how we recruit, develop employees, conduct business, and support our client, as demonstrated below.

> *"[A&M's progress] was extraordinary. I've never seen anything like it."* – **Kate Brown,** Governor of Oregon

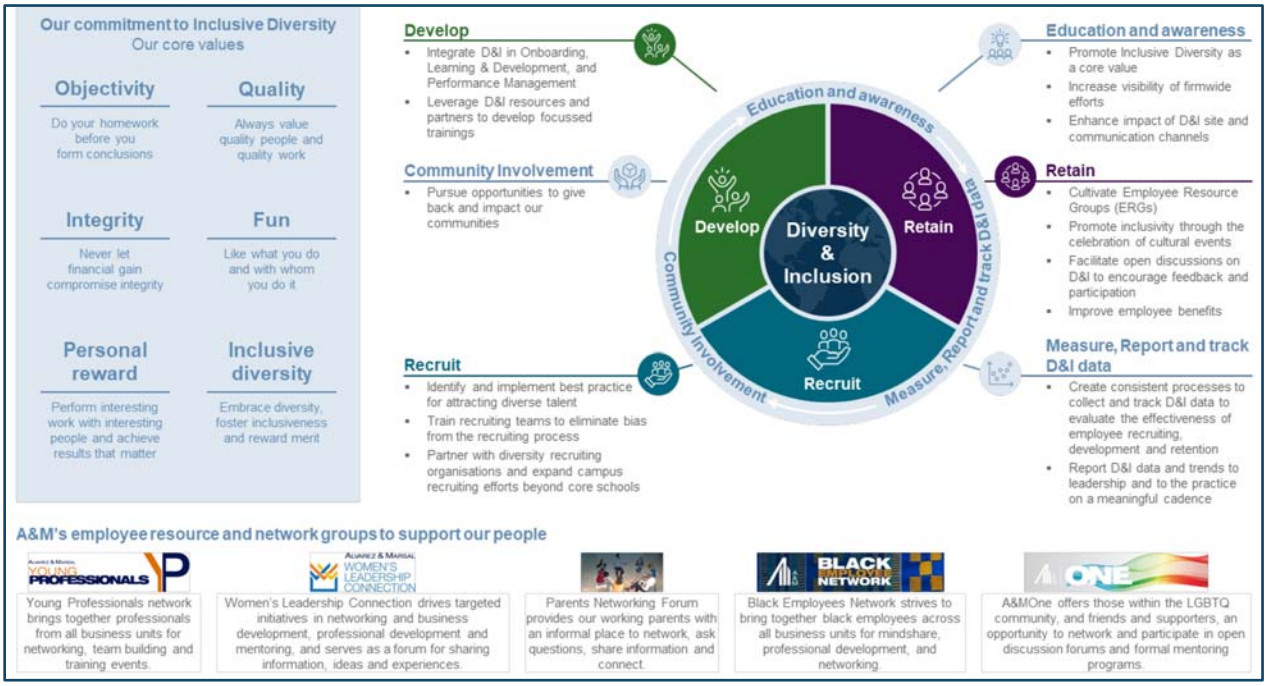

Figure 4: A&M's Core Principles

Our Teaming Partners

Complementing A&M's experience is a cadre of skilled teaming partners, each recognized as leaders in their field. We selected our teaming partners to:

- Ensure we have local experience on the City's priorities and perspectives to help design the strategy and approach, always keeping the "stakeholders' lens" at the table.
- Complement A&M's experience with broadband technical and engineering experience to help design and deliver a customized solution that meets the needs of this project.
- Provide the City with a diverse team of seasoned experts in various broadband topics such as risk assessment and identification, compliance monitoring, training and knowledge transfer, and other critical areas. Our team includes a nationally recognized SDVE, a leader in Smart City solutions, an industry leading firm in broadband services with specific-Joplin experience, and a local engineering firm with a dedicated partnership with the City.

FINLEY ENGINEERING
INTEGRITY INTO EVERYTHING

Finley Engineering (Finley) is a full-service engineering consultancy with a unique position to serve both the Broadband and Energy industries. Finley has a successful history of providing expertise in communications technology and energy engineering services for a wide variety of clients such as independent telecom providers, electric cooperatives, municipalities, competitive providers, large carriers, and government entities. Finley supported the City of Joplin in the delivery of its Broadband Gap Analysis in 2021.

Olsson is a nationally recognized, employee-owned engineering and design firm with a rich history of success. The Olsson team maintains a dedicated Telecommuniations team made up of more than 75 engineers and technicians and have designed 17,500+ miles of fiber and conduit in last five years. At Olsson we consider Joplin our hometown, as seen with our dedication in our local office. Our team worked tirelessly alongside city staff and residents to complete more than 20 infrastructure projects after the devastating EF5 tornado of 2011.

CCG is a full-service telecom consulting firm, specializing in a broad array of services that are needed by broadband providers. CCG was founded by Doug Dawson, who is on our project team, in in 1997. Since then, they have grown to become the largest telecom consulting company in the country in terms of clients. Since inception they have worked with over 1,000 clients, among those clients are over 400 municipal clients, with the others being a mix of fiber overbuilders, telcos, cable companies, and wireless companies. CCG has assisted many of the largest and most successful municipal clients in entering the broadband business including places like Lafayette, LA and Chattanooga, TN.

The B2 Civic Solutions team, led by smart city practitioner and thought leader Bob Bennett, has developed a replicable model for identifying, planning and resourcing smart city solutions for communities of all sizes. From his time as CInO of Kansas City in 2017/18, Bob advised the City of Joplin on fiber deployment projects including technical, project management, and funding strategies for P3s integration of digital equity measures. Twenty-first century citizens will not wait for cities to modernize; they expect results now. B2 Civic Solutions helps deliver them.**Named among Top 30 Veteran Owned Businesses in KCMO region by KC Business Journal in 2020 and 2021** The firm is also a Missouri Service Disabled Veteran Enterprise (SDVE).

The Proposed Project Team

As the City takes on complex infrastructure projects in the public space such as broadband deployment, it is critical to have a proper balance between technical, financial, and strategy experts. The A&M Team is that. Broadband is just one component of Joplin's infrastructure improvement portfolio and as such, our team is ready to support full integration of outputs from the Fiber Deployment Plan into the greater Smarter Joplin Roadmap and other capital planning efforts taken on by the City.

Our team's organizational structure and approach are simple and straightforward aligning to the infrastructure lifecycle along with utilizing subject matter experts (SMEs) in areas that deserve specific consideration during this broadband deployment. Under the A&M Team's structure, Joplin can feel supported in each turn this deployment takes through our fully integrated and experienced team of engineers, grants specialists, financial analysts, public outreach, and more, who are prepared to be on-the-ground.

We look forward to discussing and refining this approach with the City, depending on the progress to-date and if the City has specific preferences on how work should be executed and organized.

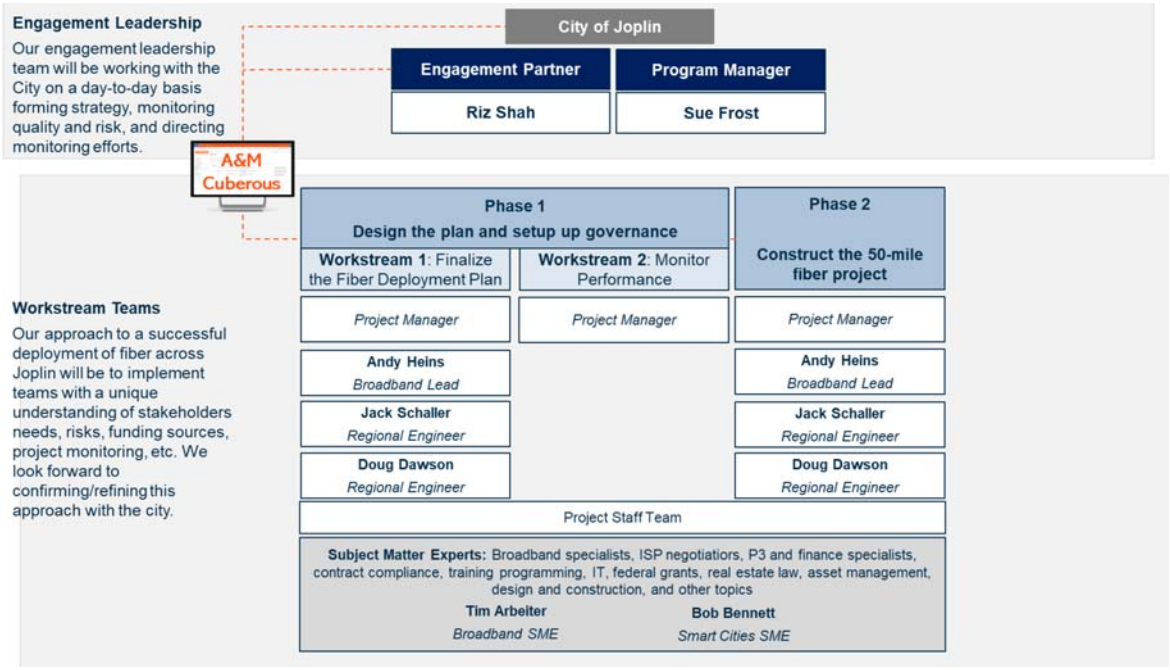

Figure 5: Proposed Project Team

In the table below, you will find brief bios for each of our key project team. All the team members we propose to support Joplin are highly experienced from successfully operating in highly dynamic environments. We trust you will find their 'always on' approach to team collaboration and developing solutions very refreshing and critical to the success of this city-wide initiative. Full resumes for engagement leadership as well as additional engagement team members are provided in **Appendix A**.

Project Team Bios	
Riz Shah *Engagement Partner*	For more than 20 years, Riz has been entrusted to help clients respond to unexpected crises following incredibly challenging and tragic impacts on communities and businesses. From crisis response through resilience, Riz has supported clients through the entire response and recovery lifecycle and advises clients in their immediate-, short- and long-term strategic decisions. Riz has worked with HUD CDBG-DR, FEMA PA, FHWA, FTA, EDA, and other grant programs through his support of recovery programs such as the City of Joplin, Missouri (2011 Tornado), Colorado DHSEM (2013 floods), Governor's Office of Storm Recovery New York (Hurricane Sandy), Harris County, Texas (Hurricane Harvey), Department of Economic Development, Puerto Rico (Hurricanes Maria and Irma), South Asian Earthquake Relief (2005 Earthquake), and Deautsche Bank recovery (9/11).

Sue Frost *Program Manager*	With over 15 years of transportation and infrastructure experience, Sue has supported organizations seeking to make informed decisions on portfolio optimization and project prioritization, evaluating business processes and technology solutions, designing solutions to manage the lifecycle of assets, and establishing governance controls to monitor and manage risks and performance.
Andy Heins *Fiber Lead*	Andy leads strategic discussions and planning with clients across multiple markets and initiatives, from broadband planning, feasibility and implementation to energy integration and planning. Andy is a veteran of the telecommunications industry and began his career at Finley in early 2009. Prior to joining Finley, Heins was the General Manager of Alma Communications Company in Missouri. While with Alma, Heins assumed various management and operations roles, and in 2006 deployed the first 100% Fiber-to-the-Home (FTTH) network in the State of Missouri
Doug Dawson *Negotiations Lead*	Doug has nearly 50 years of experience in the telecom industry with a keen focus on feasibility studies, financial business models/forecasts, strategic planning, and **negotiation support with ISPs**. Doug has a passion to help clients launch new businesses, open new markets, and launch new products – and that is still the bulk of our business today.
Jack Schaller *Engineering Lead*	Jack has over 20 years of engineering experience. Prior to joining Olsson, Mr. Schaller served as the Assistant Public Works Director for the City of Joplin where he was responsible for Capital Improvement Projects including those from the tornado in 2011.
Tim Arbeiter *Broadband SME*	Tim has over 20 years of multi-faceted infrastructure expertise. He has extensive knowledge of the broadband arena and has helped to deliver strong economic growth across the state of Missouri. His focus is the identification and definition of broadband programs including building measurable objectives, strategic planning, feasibility studies analysis, and other initiatives. Previously, Tim was the Director of Broadband Development for the Missouri Department of Economic Development.
Bob Bennett *Smart Cities SME*	Bob served twenty-six years in the US Army. Following his active duty, he served as Chief Innovation Officer of Kansas City, Missouri for almost four years. Bob is a strategic advisor for Smart City solutions and has develop a replicable model for identifying these opportunities, including **critical negotiations with internet provider experience**.

2.0 COMMENCEMENT

Our team is fully prepared to be on-the-ground the day on the project is awarded, without delay or interference. When the project is awarded, we will work quickly with the City to negotiate the terms and conditions; and defer to the City's preference for a kickoff date. This project is a priority for everyone that is presented in the proposal, so we are committed to working with the City's preferred timeline to commence the project.

We know that the City is eager to see impact of this project, so we wanted to highlight some key milestones in our proposed timeline for project delivery. During the kickoff meeting, we will collaborate with the City to finalize the detailed project schedule.

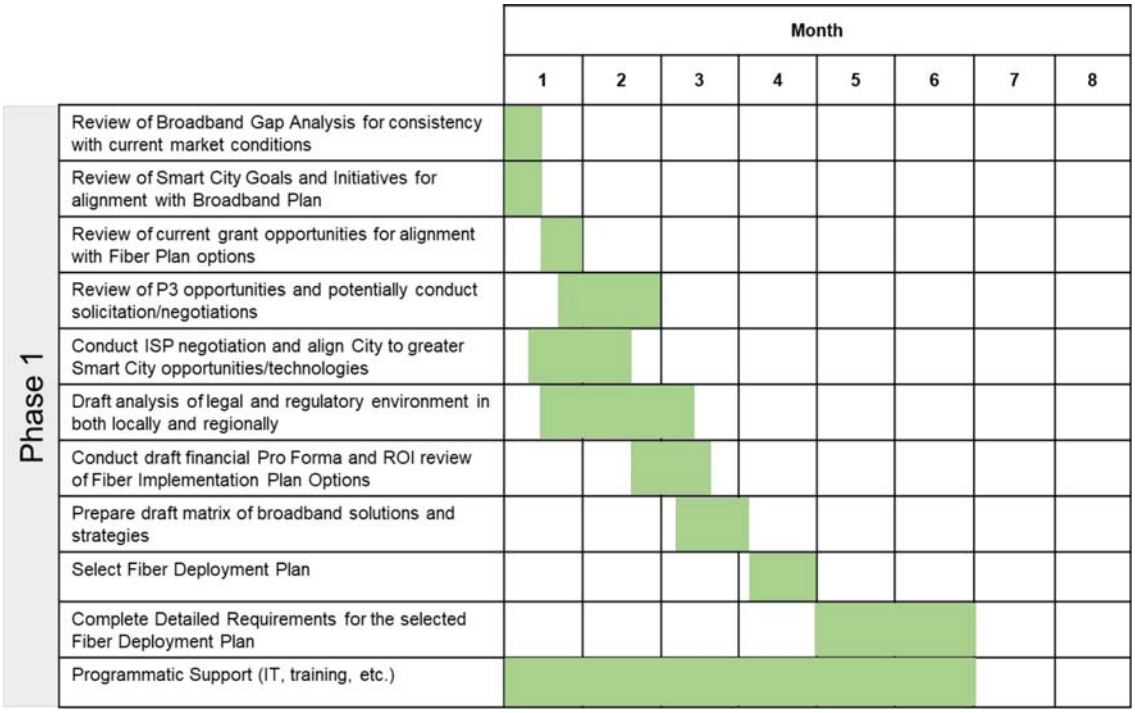

Figure 6: Proposed Schedule for Phase 1

3.0 EXPERIENCE

In the following section, we have provided a sample of A&M's project qualifications, as well as the qualifications of our leadership team.

City of Clarksville, AR - Clarksville Connected Utilities	
Client Information	Name: John Lester Address: 400 W. Main Street, Clarksville, AR 72830 Phone: (479) 754-3148
Qualification Summary	
Challenge: Finley Engineering has assisted Clarksville Light and Water (Clarksville) since 2016 with a fiber network design and feasibility estimate. At the time of the engagement, the City of Clarksville had implemented a 288-fiber network ring and was looking to expand this network and utilize the fiber network for municipal purposes, dark fiber network opportunities, and FTTx network implementation. **Key Tasks**: In their support role to the City of Clarksville, Finley Engineering: • Completed a full review of the existing fiber network and assisted Clarksville with IP Network activity and further network implementation as the network is utilized to expand services.	

City of Clarksville, AR - Clarksville Connected Utilities	
Client Information	Name: John Lester Address: 400 W. Main Street, Clarksville, AR 72830 Phone: (479) 754-3148

Qualification Summary

- Developed an RFP process and selection criteria for the City to secure a construction management firm and General Contractor to execute the fiber deployment.
- Conducted staking, produced construction drawings, and provided general oversight of the Construction Manager and General Contractor, completed in 2021.

Outcomes / Deliverables:

Finley provided the City with fiber network design standards and standard review procedure to ensure materials for construction are industry standard for aerial/buried fiber construction and network equipment for optical connectivity. Finley worked closely with City utility personnel on National Electric Safety Code (NESC) compliance and other design standards for the connectivity required by Clarksville Connected and ultimately increasing community connectivity.

Optic Communications	
Client Information	Name: Dave Soper Address: 224 South Kansas Avenue, Columbus, KS 66725 Phone: (620) 429-3132

Qualification Summary

Challenge:
Finley Engineering provided services to Optic Communications from 2105 – 2019 to build a multi-city fiber network ring and multi-path, redundant fiber network rings inside multiple cities in southeast Kansas and southwest Missouri. This work provided fiber network access to municipal facilities, anchor customers, residential customers, and to created point to point networks between multi-city customer locations.

Key Tasks:

As part of this support, Finley Engineering support Optic with:

- Strategic planning, network design, cost estimating, project staking, contract development, Project Management, and network edge out strategies.
- Grant application submission
- Facilitated contract negotiation with ISPs

Outcomes / Deliverables:

Optic Communications	
Client Information	Name: Dave Soper Address: 224 South Kansas Avenue, Columbus, KS 66725 Phone: (620) 429-3132
Qualification Summary	
As part of ongoing client engagement and work, in 2021 Finley assisted Optic with an NTIA Broadband Grant project submission. The NTIA awarded a broadband grant to Optic, with Finely now assisting with strategic network planning, final FTTH network design, and helping to plan contract negotiation and project management activities for completion of a FTTH network-build for the entire City of Carl Junction, Missouri.	

Kansas City, Missouri Citywide Fiber Deployment Plan	
Client Information	Name: Chris Lockey, PE Address: 414 East 1st Street, Kansas City, MO 64106 Phone: (816) 513-9888
Qualification Summary	

Challenge:
The City of Kansas City was facing a serious dilemma. In the past, the city was hands-off with its internal department's choice of fiber network installations and lease agreements. As a result, various departments had implemented their own fiber across 320 square miles of the city. Because of population growth and increased demand for bandwidth, the city wanted to unify its network.

Key Tasks:

The City of Kansas City partnered with Olsson to develop a plan to centralize and expand the city's fiber network footprint. Olsson evaluated the existing conditions within the city, performed a needs assessment that involved stakeholder outreach, and designed connections and extensions of the existing network. This included the following key tasks:

- A thorough survey of the city's existing communications network, including city-owned fiber-optic and wireless infrastructure
- Meetings with department heads and officials to determine the communications needs and requirements for capacity, reliability, security, coordinated management, and department-specific concerns
- A proposed design for a high-bandwidth, city-managed fiber network using a combination of city-owned infrastructure and fiber-available agreements with public and private partners
- A recommendation for the governance and ownership of the city's fiber network
- A breakdown of potential costs and ongoing savings for enacting the plan's recommendations

Kansas City, Missouri Citywide Fiber Deployment Plan	
Client Information	Name: Chris Lockey, PE Address: 414 East 1st Street, Kansas City, MO 64106 Phone: (816) 513-9888
Qualification Summary	
Outcomes / Deliverables: As a result of the plan, the city moved several departments to its city-owned fiber network at a significant cost savings. As an example, the police department was one of the first departments to make the switch. The department needed a network with encryption capabilities to protect personally identifiable information and had to have the bandwidth to store video taken by body cameras. Three more departments quickly followed. As a result, the city can save about $700,000/year in communications costs by enacting many of the recommendations.	

4.0 APPROACH STRATEGY

The City has a unique opportunity to use federal recovery funds to invest in the things that matter most to the community, while promoting equitably accessible, dependable, and efficient broadband infrastructure implementation to optimize socio-economic development across the City. This investment provides Joplin the ability to digitally connect neighborhoods and will be an integral component for Smart City infrastructure.

Our approach (see **Figure 7**) to delivering broadband deployment services to Joplin is defined by our ability to integrate with City Staff and key stakeholders. A successful deployment of fiber across the City includes two phases:

- **Phase 1 – Design the plan and setup governance**
  - Workstream 1 – Finalize the Fiber Deployment Plan
  - Workstream 2 – Monitor performance (supported in Phase 2 as well)
- **Phase 2 – Construct the 50-mile fiber project**

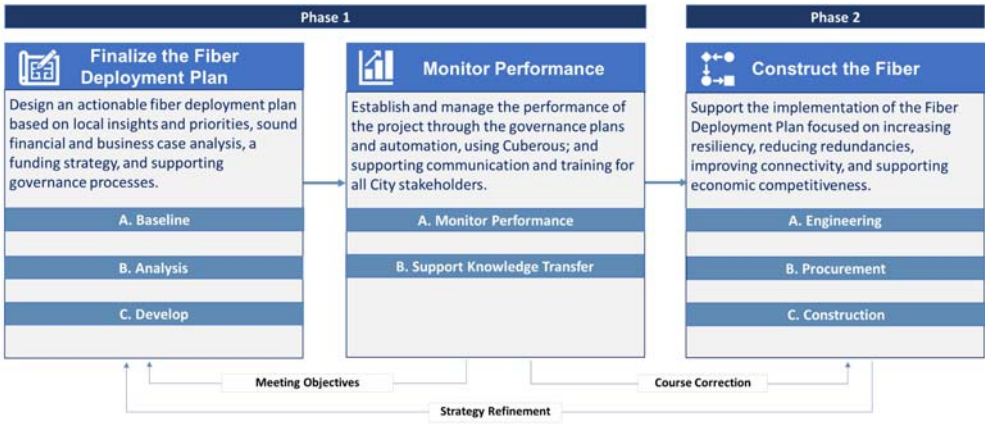

Figure 7: Approach to Support Joplin's Broadband Deployment Program Office

In the following sections, we have presented our approach to each task in terms of:

- **Impact to Joplin:** The overall impact each phase to Joplin
- **Methodology:** The specific steps we intend to take for each phase
- **Deliverables:** Outputs and associated deliverables City will receive each phase

Phase 1 – Design the plan and setup governance

As with any public infrastructure investment, a robust planning effort is required to not only detail the path forward that is well-planned and actionable but provide the necessary transparency. This phase is rooted in strategy, integration, and preparing the City, from a highly technical point of view, for this major community improvement. We will address the following requirements from the statement of work provided by the City.

- *Assist City staff in developing a Fiber Deployment Plan that would serve as a roadmap for developing and executing projects.*
- *Seek and obtain private, local, state and/or federal funding sources for the execution of a Fiber Deployment Plan.*
- *The Consultant shall perform certain services necessary for development and initial execution of the Fiber Deployment Plan.*
- *The City's goal in developing a Fiber Deployment Plan is to document a detailed, actionable plan to build a carrier-class, highly available, redundant fiber network that provides Joplin institutions, businesses and residential areas with high-speed Internet access, data, and Smart City services, thereby improving the quality of life of our constituents, boosting economic development, and enhancing the infrastructure of Joplin.*
- *Validate the selected business model, identifying and vetting of any possible public private partnership opportunities, as required.*
- *Investigate potential public-private partnership opportunities and options for Joplin with specific, actionable proposals modeled in the business plan if applicable.*
- *Conduct a business case analysis including return on investment (ROI) timeline, funding type and financing options for a phased build, staffing requirements and pro forma financial statements.*
- *Prepare, as necessary, governance, ownership and management guidance including zoning and Right of Way (ROW) ordinances, potential legal ramifications and roadblocks to the Plan, leasing and asset sharing guidelines and templates.*
- *Development of monitoring plans and execution of said plans.*
- *Review and update the City's Smarter Joplin Roadmap that was presented to the Joplin City Council in September 2019.*
- *Consultant shall perform services necessary for development/initial execution of Fiber Deployment Plan*
- *Manage program operations for all available programs.*
- *Throughout the course of completing the tasks and deliverables in this RFP it is expected that the Consultant will assess and verify the appropriateness of the model and build direction outlined by the City above or recommend an alternative model and build approach.*

We have decided to create two workstreams in this phase of the project – one focused on the plan and a second focused on monitoring performance and supporting knowledge transfer with City Staff, residents, and businesses. To complete this support,

A&M proposes the following approach (**Figure 8**) which will result in the finalized Fiber Deployment Plan and associated critical documents for execution.



Figure 8: Workstream 1 – Finalize the Fiber Deployment Plan

As we said earlier, Joplin is considered a hometown to our project team which not only drives our desire to have a positive impact on the City, but it allows us to quickly escalate the development of the finalized Fiber Deployment Plan. Thru our previous work on the Broadband Gap Analysis and current interactions with the provider market, we know that multiple competitive fiber providers have identified Joplin as a potential broadband market for expansion. Joplin may rank high for competitive broadband fiber deployments. This is important to help preserve value and save money since the global economy is going to continue to increase the costs of infrastructure projects due to supply chain disruption and inflation. The sooner we hit the ground with execution, the better use of the City's funds will result. The activities listed in **A. Baseline** are more of a refresh to ensure we have not missed anything since we last supported the City. We will review any new documents that the City has pulled together since we last supported the Gap Analysis, review the City council minutes (even though our Project Manager has been following most of the meetings already), and document the current state of the funding sources for this project. We will also consolidate a comment register of the current Smarter Joplin Roadmap to facilitate City feedback which will continue into the next phase to keep the communication feedback loop open with the City's residents and businesses.

Negotiations with internet providers is a critical step in Phase 1. Bob Bennett has negotiated technology P3s on behalf of Kansas City, Mo with value of over $50M during service as CIO from 2016-2019. He will be a key player on our team involves in these activities with the City. Others on our team including Finley team members and Doug Dawson will be supporting based on their experience.

Then comes our favorite part – gathering the City's Broadband Deployment Program Office members and other key stakeholders during a strategy session to work through the key metrics and performance measures of the project's objectives regarding enhancing resiliency, reducing redundancies, complementing the City's growing economic competitiveness, and improving community connectivity. This strategy session's results will be the foundation in how we design the plan and how/what we track in our monitoring workstream. During this same time, our team will design a current state assessment framework based on regional and industry best practices and document our findings. With the foundation documented, the project team will begin to execute the activities listed in **B. Analysis**. As part of the Broadband Gap Analysis, we already created preliminary financial analysis of broadband for the City of Joplin. The additional effort as part of this task is modeling the financial viability of specific and distinct projects, including the financial impacts of possible P3 opportunities and possible grant funding for specific deployment strategies. We intend to use this platform as a takeoff point with the anticipation of refining as our operating model feeds further insight to develop project specific financial models. We will kick off the effort with market research in which we will develop a prospective RFI/RFQ to understand provider interest and deployment strategies which allows the City of Joplin to make smart investment decisions and vet P3 potential partners.

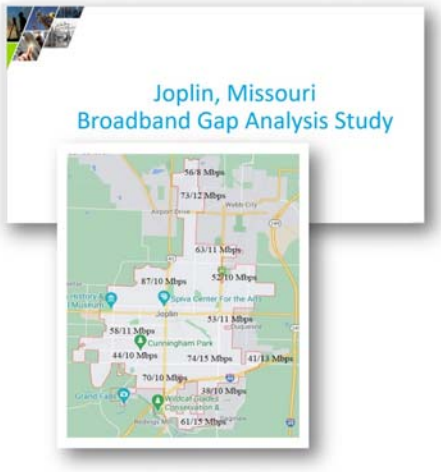

Figure 9: Screenshot of the gap analysis that we supported for the City

As that activity is in motion, the project team will begin a more detailed financial review expanding the previous Broadband Gap Analysis. This deeper dive will focus on the specific financial business plans and will include in-depth detail relative to the organization, operating costs, overheads, equipment, and materials required to operate the proposed business. The development of all necessary costs, initial and incremental lifetime costs, is a normal product of our business plan models due to the way we develop our plans. We build our business plans from the 'bottom up' and we make detailed projections for the required staffing, capital and equipment needed to meet the plan objectives. For example, consider the question of the proper level of staffing. The City must also evaluate and understand any regulatory or legal risks from entering the fiber infrastructure or broadband market; Missouri specifically has certain state statutes which defines what a municipal entity can do in the broadband market. Our team is prepared to deliver the following analyses to inform City decision makers of financial and legal risks to the deployment of options.

- Pro Forma Financials
- Negotiations with Internet Providers
- Sensitivity Analysis
- Breakeven Analysis
- Funding Contribution Analysis
- Legal and Regulatory Analysis
- Zoning and ROW Ordinance Gap Analysis

Understanding the business model and current finances, the project team will complete an analysis on how to close the funding gap with grant programs. To determine available funding, we will catalogue federal stimulus funding available, detailing funds available to state and local governments as well as businesses and individuals and support the competitive awards. From there we will devise a plan to prioritize funding according to socio-economic impact, flexibility, and timeline, ensuring the most restrictive funds are used first while reserving flexible funding for project without a clear funding source.

NeuroData uses the power of physics-based mathematical tools and algorithms and applies them to economic "big data" to enable our clients to conduct real-time planning and unparalleled decision-making. Simply said, the allows our team to previously designed models of Joplin to predict the socio-economic outputs based on historical patterns. If the City choices, we can incorporate this capability onto the team to perform this analysis as we have done in the past with Joplin.



The approach to an effective plan must consider available funding for construction, be operationally & financially viable, be compliant, and be in line with supporting the expansion of broadband from local and regional private providers. There are currently federal funds available for broadband infrastructure development, there are grants for solving local accessibility with programs like creating public hot spots or getting computers into the hands of those who need them. There are grants to provide the assistance to match low-income homes with

Grant Program*	Funds	Description	Method of Distribution
ARPA: State & Local Fiscal Recovery Funds (SLFRF)	$195B	$195 billion of highly flexible funding allocated to state governments to respond to the impacts of COVID-19	Formula-based distribution
ARPA: Coronavirus Capital Projects Fund (CCPF)	$10B	Flexible funding for investment in capital assets including broadband infrastructure	Application (12/27 deadline to request)
IIJA: Broadband Equity, Access, & Deployment Program (BEAD)	$42.45B	States generate a 5 year plan to identify needs and submit applications to NTIA for broadband infrastructure. 25% match required	Application to NTIA (NOFO expected mid-2022)
IIJA: Affordable Connectivity Program	$14.2B	Replaces Emergency Broadband Benefit Program (EBBP) to provide discounted broadband services to qualifying low-income households	Application submitted by households
IIJA: Digital Equity Grant Program	$2.75B	States develop "digital equity plans" to improve access among underserved and unserved communities, submit applications to NTIA	Application
IIJA: Middle Mile Infrastructure Grant Program	$1B	Competitive grants for providers to construct, improve, or acquire middle mile infrastructure. Maximum of 70% project cost funded by this grant	Application
IIJA: ReConnect Program	$1.926B	ReConnect (USDA) offers loans and grants to help construct or improve facilities to provide broadband service to rural areas	Application
EDA Economic Adjustment Assistance		$500 million in flexible grant funds to build and create jobs through construction/non-construction projects.	Application

*Non-exhaustive list of grant programs available for broadband.

Figure 10: Federal Funds for Broadband

low-income broadband subsidy programs. Finally, there are digital literacy grants for putting together training programs for the public. The figure above identifies a portion of the federal funding sources available for broadband deployment.

For any community or provider to be successful in any type of broadband endeavor, all participants must stay current on funding opportunities and requirements. We would provide a report and matrix of currently available broadband funding for infrastructure, adoption, and digital literacy and update this report and provide our analysis of new programs and as changes in funding programs occur.

With the business and financial models analyzed, we will begin the activities listed in **C. Develop**, resulting in all the key strategy and governance needed for the projects. A key task will be updating the Smarter Joplin Roadmap that integrates the Fiber Deployment Plan options impacting other components of the City's infrastructure portfolio. While we understand the current Roadmap is extensive, due to our broader Joplin infrastructure knowledge and expertise, we will challenge the Roadmap and make strategic updates when possible. Evolution of the Roadmap will provide Joplin the competitive edge when connecting the community. After updating the Roadmap in collaborate with the City, we will finalize the Fiber Deployment Plan.

The Fiber Development Plan will use the foundation established in Joplin Smart Cities and Broadband Gap Analysis report strategic conclusions, which structures a plan to implement fiber backbone facilities to business districts, low-income areas, strategic facilities, and areas of potential economic growth, and ultimately focusing on areas of greatest need identified the Gap Analysis report. A physical network of this nature could include multiple ring configurations to support resiliency and redundancy with fiber extensions for critical assets. Additionally, our experts understand similar initiatives occurring across the region and thus Joplin can also consider connectivity options to other broadband related fiber projects in communities surrounding the City of Joplin.

We will include analysis of each potential method of approach for a Fiber Implementation Plan; we expect multiple solutions must be evaluated with a report showing options such as:

- City of Joplin Investment & Internal User Cost Savings
- City of Joplin/P3 Investment/Internal User Cost Savings
- P3 Investment & City of Joplin Support
- Private Investment Only
- Financial Pro Forma and ROI performance
- Regulatory and Legal Implications

Monitoring plans are critical to the overall projects success and to remain in compliance with the various funding sources that may apply to a particular project. Our monitoring approach will provide Joplin real-time visibility into the project portfolio and help to identify risks that may affect the execution of work.

In the dynamic broadband market, it is important to remain actively engaged with regulators and service providers. This, coupled with our Cuberous monitoring tool (**see Workstream 2 – Monitor Performance**), enables the City to view the complete broadband program across all facets and workstreams and manage both technical and non-technical challenges as they are presented. Additionally, our technical experts use geospatial tools to facilitate discussions and data capture and track spatial progress in connectivity.

A well developed and executed Fiber Deployment Plan has the potential to position the City of Joplin and/or private providers to provide world class broadband within the City of Joplin and reduce the current “digital divide.” In fact, one of the Strategic Conclusions of the Broadband Gap Analysis was to consider more focused local goals such as implementation of core fiber routes to support the City of Joplin Smart City initiatives which presents the ability for other providers to expand broadband networks.

Workstream 2 – Monitor Performance

This workstream will kick off at the same time as workstream 1; and the monitoring activities will continue throughout **Phase 2** in the future. Monitoring plans are critical to the overall projects success and to remain in compliance with the various funding sources that may apply to a particular project. Our monitoring approach will provide Joplin real-time visibility into the project portfolio and help to identify risks that may affect the execution of work. We will address the following requirements from the statement of work provided by the City.

- *IT oversight and Web Development*
- *Training City Staff on best practices related to broadband deployment*
- *Other support and consulting functions as required by the City*

To execute these activities, the project team will deploy the following approach for this workstream.

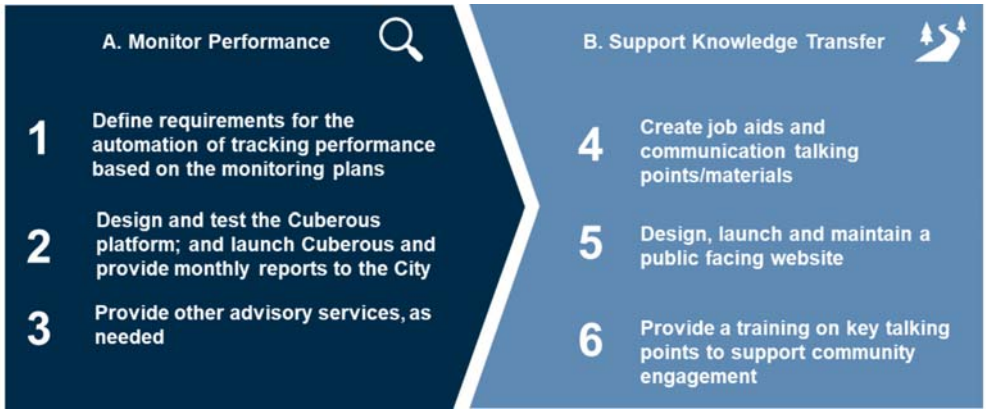

Figure 11: Phase 1 - Workstream 2: Monitor Performance Key Activities

The project team will deploy **A&M's proprietary project and portfolio management tool, Cuberous** in **Workstream 2. A. Monitor Performance**. Many companies would charge clients for the deployment of a similar tool, but we consider it the most effective and efficient way to deliver projects and, therefore, it is included in the way we deliver all projects. Cuberous simplifies and improves every part of your grant planning, management, and monitoring efforts. It empowers client and our project leadership to make better business decisions using intelligent reports linking a strategic, top-down perspective (program and initiative level tracking), and from a tactical bottom-up perspective (risk and issue tracking). Cuberous extends standard Microsoft Project & Portfolio Management (PPM) capabilities to adopt best practices in benefits management, governance, and other vital delivery domains to support effective management and monitoring. In simple terms, Cuberous allows us to identify and track the most important key performance indicators (KPIs) and allows you to have real-time visibility into the performance of your projects.

The incorporation of Cuberous into our delivery approach allows A&M to reduce our costs in the Project Oversight phase by ~25%.

We intend to use Cuberous to manage virtually all aspects of our work with the City including “internal” tasks such as budget management, schedule management, risk/issue management, and stakeholder management, as well City and public facing elements such as project progress, obligations, and expenditures furthering transparency and engagement.



Figure 12: A&M’s Cuberous Capabilities

Cuberous allows our team to focus on the things that matter most and provides visibility and transparency into the project and portfolio performance. Screenshots of our Cuberous tool are provided below and demonstrate the combination of sophistication and ease of use that our tool offers.



Figure 13: Sample Cuberous Screenshots

One of the most critical stakeholders in this project are the City’s residents as noted in **B: Knowledge Transfer**. To help with communication, we will design and launch a public facing website to help not only inform the community of the process and impact but always provide a platform to provide feedback. We will define the audience using different personas to help use detail the requirements for the website. This will help the project team to use language that moves away from technical jargon and focus on what it means for the community – impact, impact, and impact. We would also like to provide simple and clear transparency regarding the budget and schedule of the project. After we design the website, we will test it with some City stakeholders and release the final product. Within our level of effort, we have included

hours to manage not only the development of the website but the governance and maintenance. We are committed to ensuring the City's resident feel a part of the project and serve as an alley assisting with the success of the project.

With any change in business, it is critical to provide the organization the necessary time and training to properly adapt to the changes. The people who support the City of Joplin are at the core of initiative and as such, the project team will work collaboratively with the City to help provide staff the necessary technical and financial knowledge to properly execute the capital investment and convey critical information to the public.

Our goal is to leave our clients in a stronger, more prepared, and more resilient position than when our work begins. To that end, we are eager and prepared to conduct training and provide technical assistance to the City. Some methods that we have found to be effective in conducting training are:

- **Monthly trainings:** Holding weekly technical assistance training sessions, open to all City personnel. We will tailor the topics of those sessions based on the results of our operation activities.
- **Training recordings:** Recording and making available technical assistance trainings on critical topics. We understand that the City personnel have "day jobs" outside of responding to community requests. Our aim is to simplify and make easily accessible critical training recordings for ease of access and simplicity.
- **Training materials:** As needed, the project team will create job aids, desk guides, and other material to document best practice, highlight key reminders, and summarize processes to supplement the formal training.

A&M has structured the team with industry experts in broadband with reach back support in additional infrastructure sectors. Our A&M values and core principles in diversity are seen in our technical support and delivery provides its clients. Ad hoc requests can be considered deliverables within reason and under the assumption that discussion will be help with leadership and decision-makers both within Joplin government and A&M.

Phase 2 – Execution of the Fiber Deployment Plan

We understand that Joplin needs to get to an agreed upon Fiber Deployment plan that takes into consideration both financial and technical feasibility viability. The result of **Phase 1** is a package documenting all the network requirements that can then be used as a basis of design in **Phase 2** of the deployment.

Within the statement of work, the City is seeking a partner to "to perform certain services necessary for the development and initial execution of the Fiber Deployment

Plan." In our workplan and pricing estimate, we have assumed that the initial execution services stop at the defining detailed requirements for the finalized Fiber Deployment Plan. Once the size, scope, scale, partnerships, and detailed requirements are defined in Phase 1, we will be prepared to initiate Phase 2 of our approach, which is detailed below. We wanted to share this approach to give the City confidence that they are partnering with the right team for the entire project lifecycle. We look forward to working with the City to finalizing Phase 2 activities and level of effort after the detailed requirements for the Fiber Deployment Plan have been established and agreed.

Following the alignment to existing City of Joplin Smart City plans and targets to the City-approved Fiber Deployment Plan, the A&M Team will enter the execution phase of fiber deployment where we conduct detailed engineering, procurement, and construction of the fiber network.

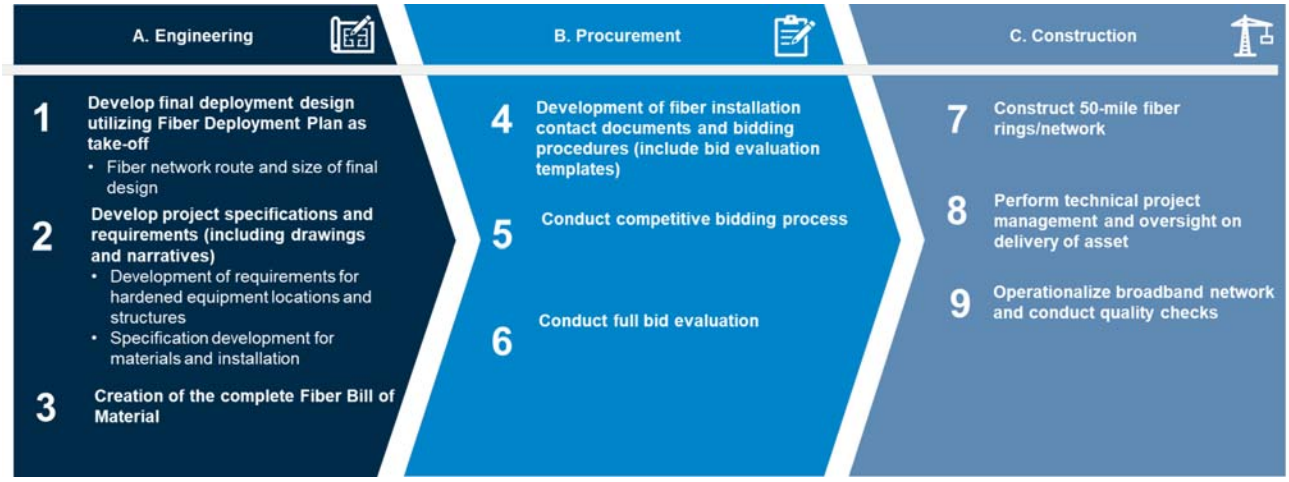

Figure 14: Phase 2 Key Activities

In **A. Engineering** the Fiber Deployment Plan, which includes input used for the updated Smarter Joplin Roadmap, serves as the foundational document for preparing a detailed design of the future Joplin fiber network. At this point in the deployment, final design will include the site-specified fiber network route through the City, the size of fiber to be implemented, and other adjacency considerations marked to actively manage as the City implements these assets. The routing presented at this stage should be fully vetted and agreed to by City officials and will directly incorporate City requirements and insights from **Phase 1**. Below lists a few of the **Phase 1** considerations that will drive the final design and routing of fiber throughout the City.

- Zoning ordinances
- Right-of-Way (ROW) ordinances
- Building layouts
- Structural and utility impediments
- Priority zones

- Funding strategy
- Local and regional regulatory considerations
- Field data and validation

A major part of our team's approach to detailed design for fiber implementation is to consider how a particular project's design can impact or be impacted by procurement. This is where the strict balance between technical and commercial considerations to achieve the end state becomes critically important; one that balances the quality of delivery of the project but also considers financials. All this said, market conditions and material availability are constantly assessed during the project timeline to identify components of the implementation that may be pose challenges during procurement and allow appropriate lead time if alternatives do not exist or are limited. The detailed design will be used to establish overall project specifications and requirements considering fiber, equipment, buildings, and associated facilities.

As part of the detailed design package, we establish site-specific requirements for hardened equipment and structures by specific location. This critical step allows for the network design to have explicit attention to redundancy and overall system resilience and considering spatial composition of critical facilities. This helps the City address delivery risk before any crews are deployed and try to best carry risk in the office than in the field during construction.

From detailed design and engineering of the fiber network, our team begins the official **B. Procurement** process. The structuring of procurement does have overlap with the detailed design due to the go-to-market material capturing the complete set of design considerations, as previously mentioned. One of the major outputs of design that carries into the initial stages of procurement is the preparation of a final fiber Bill of Materials (BOM) to execute the work. This is one of the foundational documents that bidders will use to commercially price their bid packages and can help Joplin to measure bidders' responses and eventually help to structure progress monitoring and project control applications.

The A&M Team has performed extensive procurement process review, strategy, material development, and bid evaluation in the broadband and broader infrastructure space. We know what works and what doesn't.

The materials used to construct fiber networks is directly correlated to current market conditions and supply-chain impacts. COVID-19 spotlighted extreme weakness in our supply chain especially in infrastructure markets therefore our experts continuously monitor markets to ensure good engineering and design does not sit and wait for procurement to take place. While fiber projects use similar equipment and materials, no project is identical in nature due to non-technical factors regarding projects and should

be considered with keen focus. Our team recognizes that each broadband network operator has different goals for their projects, risk tolerance, capital budgets, existing technical expertise, and other decision factors. We consider these factors throughout all phases of this work including procurement to address the complexities on both the planning and implementation side of fiber projects. Our team of experts keeps a constant pulse on the condition of the fiber market and will ensure Joplin has the tools in place to help hit their targets.

Following the drafting of the City's go-to-market materials, our team will help Joplin to gather bidder responses. The A&M team will support the City with any pre-bid meetings, bid clarifications, correspondence, and ad hoc requests during the bidding phase to ensure the City receives offerings that best match its needs. During the bidding phase, we will also build the necessary bid evaluation tools to properly measure bidders against one another giving Joplin a streamlined competitive advantage and the ability to make the best technical and financial decision for the City. Once all bids are received, we will then work with City Staff to review the bids using these evaluation tools to inform the final award. Although focused on the deployment of fiber exclusively, our Smart City experts will also be heavily involved in this process to ensure bids meet the expectations the City has on future infrastructure investment.

We successfully helped a client secure NTIA Broadband Grant to build a 100% FTTH network

We helped our client, Optic Communications (April 2022) win an NTIA Broadband Grant to build a 100% FTTH network throughout the City of Carl Junction. While this is a separate project than the work required for the City of Joplin, there could be synergies between fiber networks which support a broader broadband network in the greater Joplin area which only adds opportunities to enhance redundancy and resiliency concepts.

Following the competitive bidding process, the project team will draft any contractual documents that minimize risk exposure to Joplin. At this point, our team of broadband public infrastructure experts will engage with the City to ensure the contract is structured best for Joplin understanding this project will quickly go from a financial investment for implementation to a financial investment to operate and maintain the new asset portfolio.

Once the City has completed the contracting process, the A&M team will provide project oversight throughout the **C. Construction** of the fiber network itself. As this infrastructure asset will touch many components of the broader Joplin portfolio, we will actively engage with contractors to provide oversight and raise issues in real-time to City staff. This implementation oversight role is where the A&M team serves as an extension of City Staff to provide control over the project and report progress. Furthermore, our broadband experts will perform routine in-the-field checks as fiber in implemented to report back on overall quality of the implementation and identify issues

early for mitigation. The A&M team operates under a continuous feedback model which is imperative to the success of this initiative with all field information relayed to the City in a timely manner. This approach ensures Joplin has a complete and transparent understanding of the project's status at any given point in time.

5.0 PRICE

In the pages that follow, we have presented the A&M Team's cost proposal as requested in the City's solicitation. We look forward to the opportunity to discuss the City's needs in greater detail and modify our approach accordingly to meet the City's needs and budget.

Estimated Fees

To provide the greatest value to the City of Joplin, we have steeply discounted our standard rates. We are confident in our team, approach, and experience, and will work with the City to deliver these services in a cost-reasonable manner to maximize these critical funds to benefit the constituents of the City of Joplin.

Department	Title/Function	Average Hourly Rate for Contract Term	Estimated Number of FTE Hours	Total Cost
Consulting	Managing Director	$350.00	26	$9,100.00
Consulting	Senior Broadband Advisor	$350.00	104	$36,400.00
Consulting	Senior Director	$290.00	104	$30,160.00
Consulting	Director	$250.00	520	$130,000.00
Consulting	Manager	$225.00	1,040	$222,300.00
Consulting	Senior Consultant	$185.00	0	-
Consulting	Consultant	$150.00	0	-
Engineering	Principal	$350.00	234	$81,900.00
Engineering	Broadband Strategy Consultant	$265.00	155	$41,075,00
Engineering	Senior Engineer, P.E.	$205.00	468	$100,100.00
Engineering	Engineering Coordinator	$160.00	195	$31,200.00
Engineering	Project Manager	$120.00	416	$49,920.00
Engineering	Senior Engineering Representative	$105.00	312	$32,760.00
Engineering	Engineering Designer	$94.00	312	$29,328.00
Engineering	Project/GIS Designer	$75.00	45	$3,375.00
Support Staff	Support Staff III*	$65.00	0	-
Support Staff	Support Staff II*	$55.00	0	-
Support Staff	Support Staff I*	$45.00	0	-
Total				**$797,618.00**

Additional positions included for ad-hoc project needs to be identified and agreed by City and A&M.

Assumptions

1. Request for Proposals, ***Specifications of Services Requested, Section B, bullet 4*** explains that the City is searching for a Consultant to "perform certain services necessary for the development and initial execution of the Fiber Deployment Plan." In response to the City's request, we have assumed that the initial execution services stop at defining detailed requirements for the selected

Fiber Deployment Plan. Because the size, scope, scale, partnerships, and detailed requirements will be defined in Phase 1, we have not included a price for work in an anticipated Phase 2, which would include all services after the "initial execution of the Fiber Deployment Plan." Phase 2 services which are outlined in the preceding sections include detailed engineering/design, specification development, procurement/contracting support, and oversight of fiber plan construction. We look forward to working with the City to define and price services for Phase 2 after the detailed requirements for the Fiber Deployment Plan have been established and agreed.

2. For pricing this work, we have assumed a contract base period of 1-year but anticipate the work for Phase 1 will be complete as described in the Workplan in ***Section 2.0: Commencement***.
3. To meet the City's specific needs and requirements upon commencement of the work, we anticipate the opportunity to add/remove positions and reallocate hours between levels.
4. The "Total Cost" estimate provided above is intended to be for representative purposes only and is based on our current understanding of the City's desired scope of services, the status of broadband planning and implementation efforts, and the availability of required City and external resources needed to complete the work as outlined in the RFP.

Proposal Validity

As requested by the City, this proposal is valid for 120 days.

Travel and Other Direct Costs

We assume that reasonable travel and other direct costs critical to the completion of our work with the City of Joplin will be billed to the City at cost and will be reimbursed monthly.

This proposal contains information that shall not be disclosed outside of City of Joplin and shall not be duplicated, used, or disclosed in-whole or in-part for any purpose other than to evaluate this proposal. The information subject to this restriction is contained in all pages/sheets herein. This proposal does not constitute a contract to perform services. Any engagement arising out of this proposal will be subject to the execution of a formal engagement contract, including our standard terms and conditions and fees and billing rates established therein.

6.0 RESUMES

In the section below, you will find resumes for each of our engagement leadership and key staff. All the team members we propose to support you are seasoned and experienced from successfully operating in highly dynamic environments.

Name	Riz Shah
Position	Engagement Partner
Degree/Education	• Bachelor of Architectural Engineering, Penn State University • Executive Degree, INSEAD

Summary of Qualifications

For more than 20 years, Riz has been entrusted to help clients respond to unexpected crises following incredibly challenging and tragic impacts on communities and businesses. From crisis response through resilience, Riz has supported clients through the entire response and recovery lifecycle and advises clients in their immediate-, short- and long-term strategic decisions. Riz has worked with HUD CDBG-DR, FEMA PA, FHWA, FTA, EDA, and other grant programs through his support of recovery programs such as the City of Joplin, Missouri (2011 Tornado), Colorado DHSEM (2013 floods), Governor's Office of Storm Recovery New York (Hurricane Sandy), Harris County, Texas (Hurricane Harvey), Department of Economic Development, Puerto Rico (Hurricanes Maria and Irma), South Asian Earthquake Relief (2005 Earthquake) and Deautsche Bank recovery (9/11).

Riz specializes in supporting global businesses and public sector entities involved in the delivery of large and complex multi-billion dollar capital investments and programs, working side by side with project owners/operators, developers, financers/investors, corporates, government entities and international contractors that operate in the heavy infrastructure, oil and gas, transport, real estate, and industrial sectors in both the public and private sector around the globe, including the US, Europe, Asia, Africa and the Middle East, as well federal, state, local entities here in the US.

Riz holds a Bachelor of Architectural Engineering from Penn State University, an Executive Degree from INSEAD and is a member of the board of the College of Architectural Engineering. He is currently a Managing Director with Alvarez and Marsal and leads their Infrastructure practice nationally. Earlier in his career, he was a Partner with Guidehouse and PwC (2016-2019, 1999-2001), and Managing Director with Deloitte (2001-2015).

Name	Sue Frost
Position	Transportation & Grants Management Expert
Degree/Education	• Master of Applied Science (MAS), Environmental Policy and Management, University of Denver • Master of Business Administration (MBA), Robert H. Smith School of Business, University of Maryland

	• Bachelor of Arts (BA), Psychology, Wesleyan University

Summary of Qualifications

Sue is a Senior Director in Alvarez & Marsal's Infrastructure & Capital Projects practice and leads the Public Sector Infrastructure Management team. Sue has significant experience planning, managing, and monitoring compliance through the lens as the federal government and has supported other state & local entities as a subject matter specialist using this experience. Most recently, Sue has created a risk framework for the Massachusetts Department of Transportation (massDOT) to use when reviewing programs, processes, and technology for their management of federal funding. Additionally, she has experience designing and delivering change management programs, which includes training and communication initiatives.

Relevant Experience

- For the Massachusetts Department of Transportation (massDOT), Sue led multiples efforts with define new requirements in alignment with Federal grant guidelines and access how existing massDOT processes and tools supported/or did not support federal compliance and massDOT's operating priorities. For instance, for massDOT's Federal Aid Programming and Reimbursement Office (FAPRO), her team performed a current assessment through a risk management framework on the office's submission of the request for federal funding to the Federal Highway Administration. This office is responsible for certifying that projects are following federal regulations and determines availability of funds. The project resulted in a set of recommendation to minimize the risk of compliance, streamline processes, and consider scalable technology solutions to automate the process.
- For General Service Administration (GSA), Office of Design and Construction, Sue served as a subject matter specialist on the Recovery Act High Performance Green Building Database Development and Deployment project. She guided a team that created the standard processes, tools, and frameworks for the Recovery Program Management Office to collect, analyze, and report in accordance with the Recovery Act. Under her guidance, the team provided proven performance measure calculations to evaluate new construction and major renovation projects to assess energy savings, calculate cost savings, and estimate the environmental impact; and created a database for recipients and project managers to track progress and performance of the projects. The project team also created communications and deployed training to support the rollout of the new database.
- For the Federal Aviation Administration's (FAA) Real Property Office, Sue directed a team who was responsible for the portfolio optimization of 50k assets by establishing and operating a governance program to establish a clear, data-driven decision-making process from planning and programming through project execution and developing and executing a strategy plan to reduce FAA's financial and physical footprint and set an industry standard in real property management. Within this project, Sue's team created a risk model to categorize projects for governance and supported the governance program with performance tracking tools.

- For FAA's Real Property Training Program, Sue directed the design, development, and delivery of the communications and training program for a workforce that oversees over 6,000 leased assets and over 50,000 owned assets, amounting to approximately $9.3 billion dollars in value. The team administered, deployed, and planed course offerings based on workforce certification requirements and demands from Level I, II, and III certified Real Estate Contracting Officers and newly hired Realty Specialists (RECO/S). The team also supported the delivery of on-demand training, designed to increase RECO on-the-job performance. Our team has supported delivery across this array of training leveraging innovative training methods that also reduce costs.
- For the Tennessee Valley Authority (TVA), Sue led a Small Modular Reactor (SMR) financial governance project. The project team completed an independent review of the TVA SMR Utah Associated Municipal Power Systems (UAMPS) financial governance processes. Under her leadership, the team identified opportunities to improve the effectiveness and efficiency to help TVA comply with the UAMPS contractual financial requirements. Ms. Frost identified areas of improvement and strengths and developed recommendations to help ensure TVA meets contractual financial requirements and enhances standardization of financial project management processes.

Name	**Andy Heins**
Position	Director – Strategy and Operations
Degree/Education	• Bachelor of Science, University of Missouri

Summary of Qualifications

Mr. Heins' qualifications are many, including the fact he is a veteran of the broadband industry; having deployed one of the first GPON FTTH networks in 2006. Mr. Heins brings valuable insight in broadband network strategy, design and operation, industry revenue practices, funding, and industry regulation.

He has drawn from this experience to assist provider clients with understanding best approaches to funding acquisition, expansion strategies and interaction with public partner; while assisting public sector clients with broadband gap analysis, feasibility studies and best approaches to attracting providers to fill broadband gaps.

Specialization

- Broadband Funding Strategies
- Public and Private Partnerships
- Broadband Network Operations

Relevant Experience

- For the City of Joplin, MO led a team to complete a Broadband Gap Analysis and for review of alignment with the City of Joplin Smart City Initiative. The team was responsible for evaluating the existing state of broadband, broadband infrastructure, cost of implementing broadband solutions and strategic next steps.
- For West Memphis Utilities, completed a Broadband Feasibility Study to understand the current state of broadband in West Memphis, AR. Andy led post

study engagement work with West Memphis Utilities and the City of West Memphis to secure $2 million of ARPA funding for investment in a fiber backbone network to support critical community areas and utility operations, with the Finley now engaged for implementation of the fiber network.

- For the Northeast Missouri Regional Planning Commission led a project team to complete a Broadband Mapping Study to document the actual deployment of broadband in Adair, Knox, Scotland, Clark, Lewis, and Schuyler counties to determine priority areas for provider focus and pursuit of broadband grant funds.
- For Socorro County, New Mexico, Andy led a project team to complete a Broadband Feasibility Study to map the current state of broadband in Socorro County. Andy and the project team assisted the City of Socorro in attracting a provider to build an all-fiber network within the City of Socorro and have assisted Socorro County with ongoing efforts to attract providers and funding for rural broadband builds.
- For Hope Water and Light in Andy led the initial consulting engagement for review of high-level costs and requirements for a full fiber network build across the Hope Water and Light electric utility in Hope, AR. Finley was engaged to fulfill all detail engineering, contract development, bid functions and project management for completion of the FTTH network.

Name	**Tim Arbeiter**
Position	Director, Broadband Consulting
Degree/Education	• Bachelor of Science, Business Administration, SE Missouri State University • Master of Arts. Guidance and Counseling, SE Missouri State University

Summary of Qualifications

With a background in government and the non-profit sectors, Tim can assist in helping clients stay up to date on legislative funding at the federal and state levels, consult with public and private stakeholders on win-win partnerships for broadband expansion, devise actionable steps that will propel implementation efforts. Tim is a member of the International Economic Development Council (IEDC). Previously before joining the Finley team, Tim served as the Director of Broadband Development for the State of Missouri. During his tenure, Tim served on the NTIA State Broadband Leaders Network and the National Governors Association Broadband Advisors Council

Specialization

- Broadband Policy
- Broadband Funding Programs
- Public Private Partnerships
- Economic and Community Development Strategies

Relevant Experience

- In 2021, Tim led a Missouri Grant application process to select a package of broadband projects to submit to the NTIA for funding consideration. The Missouri

grant package compiled by Tim was selected by the NTIA for funding, with Missouri receiving $42.2 million out of $288 million in available funding from the NTIA. The approved projects are in 12 counties, with 2 projects located in southwest Missouri.

- In 2020, Tim led the Missouri CARES Act Broadband grant program which awarded $3.8 million to 27 projects for deployment of broadband in Missouri. Tim was responsible for creation of grant program parameters, oversight of a grant application review team, review of grant project completion and reporting to the State of Missouri elected officials on progress and success of the grant program.
- In 2019, Tim led the Missouri Broadband Grant Program which awarded $3.05 million 16 projects for deployment of broadband in Missouri. Tim was responsible for creation of grant program parameters, oversight of a grant application review team, review of grant project completion and reporting to the State of Missouri elected officials on progress and success of the grant program.

Name	**Douglas Dawson**
Position	President, CCG Consulting
Degree/Education	• Bachelor's Degree in Accounting, University of Maryland

Summary of Qualifications

Doug has nearly fifty years of experience in the telecom industry. He began as a technician working on voice switches. He's worked during his career for other consulting firms and has operational experience at one of the large Bell telephone companies and with a telecom holding company.

Doug founded CCG Consulting in 1997, which has grown to be one of the most successful broadband consulting firms in the country. CCG provides a wide range of services ways including engineering, regulatory, financial planning, strategic planning, partnerships, and funding. CCG Consulting was founded to help clients launch new businesses, open new markets, and launch new products – and that is still the bulk of our business today.

Doug has written a daily blog for over seven years that has over 4,000 daily readers across the broadband industry, including regulators, operational ISPs, and community broadband advocates.

Specialization

- Feasibility Studies
- Financial Business Models and Forecasts
- Finding Funding
- Strategic Planning
- Valuations

Relevant Experience

- Doug founded CCG Consulting 25 years ago, and the firm has worked for over 1,200 clients since inception.

- Doug has assisted over 700 local governments to consider broadband options, including many of the best known, such as Chattanooga, TN, and Lafayette, LA.
- Doug has authored over 400 broadband feasibility studies, many for clients, which eventually launched a successful ISP business.
- CCG continues to work for commercial ISPs, and this practice has taught us to focus on ISP practices that lead to efficiency and profitability.
- Doug has helped hundreds of ISPs find funding through grants, municipal bond issues, bank loans, and other ways.

Name	**Jack Schaller**
Position	Governance Oversight
Degree/Education	• Bachelor of Science, Civil Engineering, Missouri University of Science & Technology • Professional Engineer: AR, KS, MO, OK

Summary of Qualifications

Jack is a Vice President and Business Development Specialist in Olsson's Joplin, Missouri, office. He has more than 25 years of engineering experience, designing transportation, stormwater, bridge, airport, waterline, sewer distribution, and treatment projects.

Prior to joining Olsson, Jack served as Assistant Public Works Director for the City of Joplin, a position he held during the devastating tornado of 2011. Jack oversaw the city's tornado debris cleanup, which required intense coordination with multiple federal agencies and local municipalities (e.g., United States Army Corps of Engineers, FEMA, etc.). To date, it was the most successful debris removal operation in history.

Because of his first-hand experience as a public works official and professional engineer, Jack knows how to guide municipalities and help them achieve engineering goals on a budget.

Relevant Experience

- City of Joplin, 2017 On-Call Engineering Services; Joplin, MO
- City of Joplin, Tree Planting Policy; Joplin, MO
- City of Joplin, Sidewalk, Curb, and Gutter American with Disabilities Act (ADA) Ramp Evaluation; Joplin, MO
- City of Joplin, Long-Range Transportation Plan; Joplin, MO
- City of Joplin, Long-Term Pavement Maintenance Plan; Joplin, MO
- City of Joplin, 11th to 15th, Main Street; Joplin, MO
- City of Joplin, 32nd and Indiana Northbound Turning Lake and Signal; Joplin, MO
- City of Joplin, CDBG-DR Infrastructure Projects; Joplin, MO
- City of Joplin, Community Development Block Grant (CDBG) DR-1 Mohaska Trail; Joplin, MO

- City of Joplin, 20th Street Improvements; Joplin, MO
- City of Joplin, Main Street Improvement; Joplin, MO
- City of Joplin, Capital Improvements Projects Program Consisting of 21 Transportation Projects; Roadway Widening to New Interchanges; Joplin, MO
- City of Joplin, CDBG Project No. 1 Surface Project No. 4006 22nd Street to 26th Street and Jackson Avenue to Main Street; Joplin, MO
- City of Joplin, CDBG Project No. 1 Surface Project No. 4005 15th Street to 19th Street and Jackson Avenue to Main Street; Joplin, MO
- City of Joplin, CDBG Project No. 1 Surface Project No. 4004 26th Street to 32nd Street and Maiden Lane to Main; Joplin, MO
- City of Joplin, CDBG Project No. 1 Surface Project No. 4003 22nd Street to 26th Street and Maiden Lane to Jackson; Joplin, MO
- City of Joplin, 32nd Street Widening from Schifferdecker Avenue; Joplin, MO
- City of Joplin, TIGER Grant Reporting and Training; Joplin, MO

Name	**Bob Bennett**
Position	Principal and Founder, B^2 Civic Solutions
Degree/Education	• MA, Strategic Planning, US Army Command and General Staff College • MA, Public Communications, American University • BS, History, US Military Academy

Summary of Qualifications

Bob has been active in local government since his retirement from 25 years of active service with the Army in 2016. His Army career included service as a battalion commander from 2007-2008 and tours as a strategist for US Army Africa, US Strategic Command and Multi-national Force - Iraq.

From 2016-2019, he served as the Chief Innovation Officer for the City of Kansas City, MO in the Mayor Sly James administration. Key projects during that time included winning a transportation planning grant for the city in 2016, completing the technology projects included in the KC Streetcar corridor in 2017 and initiating a Smart City/Infrastructure Public-Private Partnership project in 2018. He left the City of Kansas City when Mayor James' term ended.

Since 2019, Bob led a civic technology consulting firm in Parkville, MO and counts five cities and four private firms as clients. He chairs the Cities Today Institute, a multinational think tank for city leaders focused on including technology as one of many policy and operations management tools to solve problems in 21st Century communities. In April 2022, he was elected an Alderman for the City of Parkville.

Relevant Experience

- GovTech Top 25 Doer, Dreamer and Driver for 2018
- Managed Unified Government of Wyandotte County and Kansas City, Kansas Covid-19 Vaccine operations; led team that administered 106,205 vaccinations over seven months.
- Managed deployment of first phase of Kansas City Smart City infrastructure including 328 Wi-Fi Access Points, 178 smart streetlights, 26 interactive kiosks, and supporting data analytics tools. The first phase earned a Gold Edison Award in 2017 in the Collective Disruption category
- Developed and issued first Comprehensive Smart City RFP in the United States, June 2018

AMENDMENT NO. 1
AGREEMENT FOR BROADBAND DEPLOYMENT CONSULTING SERVICES

THIS AMENDMENT TO AGREEMENT FOR BROADBAND DEPLOYMENT CONSULTING SERVICES (the "Amendment") is made and entered into the 20th of August, 2024, by and between the City of Joplin, Missouri, a Missouri Municipal Corporations, hereinafter referred to as "City" and Alvarez & Marsal Infrastructure & Capital Projects, LLC, a Delaware Limited Liability Company, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

RECITALS

A. The City currently engages the Consultant to the terms and conditions of the Agreement for Consulting Services dated July 5th, 2022.

B. The Parties desire to amend the Consulting Agreement to extend the term set forth therein and to modify scope and compensation arrangement set forth therein, as provided in greater detail below.

AGREEMENT

1. **Definitions.** Unless otherwise defined, capitalized terms used herein shall have the meanings assigned to them in the Agreement for Consulting Services.

2. **Consideration.** Section 1(a) of the Agreement for Consulting Services is hereby amended from:

"City agrees to engage Consultant for performance, and Consultant agrees to perform, the services described in Exhibits A and B, as authorized in any Work Authorization (the "Services")

and restated in its entirety to read as follows:

"The City agrees to engage Consultant to perform the services described in Exhibits A (City of Joplin Request for Proposal) and Exhibit B (Alvarez and Marsal Response to RFP), and to the services described herein to support the City in providing services identified in Phase 2 of the Consultant's technical proposal and based upon the results achieved in Phase 1 of the Agreement for Consulting Services, as authorized in any Work Authorization (the "Services"). The Consultant will provide services in accordance with five program categories and subtasks.

Category 1: **Coordination & Conflict Avoidance**

• Coordinate with Public Works and other City departments to understand relevant construction/infrastructure projects for the duration of broadband infrastructure deployment (including scope, schedule, stakeholders) to support conflict avoidance discussions with ALLO Fiber

• Attend and participate in the City's monthly utility coordination meeting, identifying conflicts and opportunities to coordinate between various projects

• Lead weekly coordination meetings between ALLO Fiber, City, and other stakeholders involved in planning and construction of fiber network to track actions, coordinate resolution of those items, and identify/mitigate risks
• Conduct active monitoring and reporting to City leadership (weekly, monthly, emergent)

Category 2: Permitting

• Support conduit specification development/review for broadband development
• Support City in the development of Right-of-Way agreement with ALLO Fiber
• Support discussions with Liberty (e.g., makeready) to help ensure timely turnaround on pole access, as needed

Category 3: ARPA Compliance

• Develop process for ARPA reporting with City departments and communicate requirements/coordinate with ALLO Fiber
• Determine information requirements, timelines, and formats and coordinate to ensure information is consolidated, reviewed, and provided to the City in a timely manner
• Review information received from ALLO Fiber, provide to City departments for internal and external reporting

Category 4: Document & Data Management

• Develop data management process to support document retention, public communications, ARPA compliance reporting, and internal status updates
• Manage document database
• Support public communications and reporting initiatives including marketing, status/progress updates, etc.

Category 5: Public Engagement & Communications

• Support City IT with development and maintenance of reporting dashboard (if applicable) containing status updates and other critical information
• Support City Council updates and other City reporting requirements
• Opportunistically identify additional grant funds to support the delivery of infrastructure associated with broadband
• Support City departments to explore smart city and other technology/connectivity solutions as network is constructed

3. **Consideration.** Section 1(c) of the Agreement for Consulting Services is hereby amended from:

"City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City upon presentation and proper invoice and inspection by City of work completed by Consultant. However, in no event shall the total payment for the scope of work exceed $797,618.00"

and restated in its entirety to read as follows:

The City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. However, in no event shall the total payment for the scope of work exceed $1,634,515.00.

The initial cost proposal provided by the Consultant of $797,618.00 included services throughout Phase 1 of the technical proposal dated May 2, 2022. As written, within the Consultant's response:

"Request for Proposals, Specifications of Services Requested, Section B, bullet 4 explains that the City is searching for a Consultant to "perform certain services necessary for the development and initial execution of the Fiber Deployment Plan." In response to the City's request, we have assumed that the initial execution services stop at defining detailed requirements for the selected Fiber Deployment Plan. Because the size, scope, scale, partnerships, and detailed requirements will be defined in Phase 1, we have not included a price for work anticipated Phase 2, which would include all services after the "initial execution of the Fiber Deployment Plan". Phase 2 services which are outlines in the preceding sections include detailed engineering/design, specification development, procurement/contracting support, and oversight of fiber plan construction. We look forward to working with the City to define and price services for Phase 2 after the detailed requirements for the Fiber Deployment Plan have been established and agreed"

The additional $836,897.00 covers the scope of services outlined in Phase 2.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

AGREED AND ACCEPTED:

CITY OF JOPLIN

By: _____
Nicholas Edwards
City Manager

ALVAREZ & MARSAL INFRASTRUCTURE & CAPITAL PROJECTS LLC

By: _____
Rob Reid
Managing Director

CITY		CONSULTANT	
City of Joplin 602 S. Main Street Joplin, MO 64801		Name: Alvarez and Marsal Infrastructure and Capital Projects LLP	
		Address: 655 15th Street, NW Suite 600, Washington, D.C. 20005	
Attention: Troy Bolander, Director		Attention: Rob Reid, Managing Director	
Department: Planning | Development and Neighborhood Services Troy Bolander, Director		Phone: 770-490-9931	Email: rreid@alvarezandmarsal.com
Phone: 417-624-0820 Ext. 1570	Email: tbolande@joplinmo.org		

WORK AUTHORIZATION NO. 3
TO MASTER AGREEMENT FOR BROADBAND DEPLOYMENT CONSULTANT SERVICES

This Work Authorization dated August 20, 2024 incorporates the terms and conditions of the MASTER PROFESSIONAL SERVICES AGREEMENT between Alvarez and Marsal Infrastructure and Capital Projects LLP ("A&M") and CITY OF JOPLIN (referred to as "City" or the "Client"), dated July 5, 2022 (the "Agreement"), and applies to the performance of consulting services described in Exhibit A (the "Services"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

1. **Services**. The City agrees to engage the services of the Consultant and the Consultant agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A*** of this Work Authorization.

2. **Addition to Services.** The parties may agree to add to the Consultant services or delete therefrom activities of a similar nature to those set forth in Exhibit A. All such directives and changes shall be in written form (a "Change Order") and prepared and approved by the City and, once accepted by the Consultant, countersigned by the Consultant. The Consultant shall not be obligated to undertake such changed activities unless and until the mutual execution of a Change Order.

3. **Term**. The services of the Consultant shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed by the date set forth in Section 2 of ***Exhibit A***.

4. **Costs not to Exceed**. The Consultant providing services shall be required to always keep track of the number of hours billable under this contract, up to the not-to-exceed total labor costs. The Consultant shall notify the City if Consultant anticipates that the contract amount may be exceeded, to determine whether or not the City is prepared to increase the total compensation. The Consultant shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**. Client will compensate A&M under the terms in ***Exhibit A*** for the Services performed under this Work Authorization. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant under the terms of this Work Authorization Number 3 exceed the sum of $836,897.

6. **Insurance.** Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. It shall be the responsibility of the Consultant to always maintain the required insurance coverage during the term of the Contract. Failure of the Consultant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance shall be filed with the City within 24 hours of the time that this contract is signed by the Consultant. The required endorsements shall be provided within forty-five days after the applicable policies renew. Consultant shall provide thirty (30) days written notice prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to: City of Joplin – Planning, Development and Neighborhood Services, 602 S. Main, Joplin, MO 64801

All policies except for the professional liability policy and the Workers Compensation shall include the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…….Statutory coverage per RSMo 287.010 et seq. Employer's Liability.. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least One Million Dollars ($1,000,000.00) per occurrence with a Two Million ($2,000,000) aggregate with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Consultant agrees to cause its insurer to include City as an additional insured on such insurance policy, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for non-owned and hired vehicles, with limits of at least One Million Dollars ($1,000,000) for all claims arising out of a single accident or occurrence and at least Two Million Dollars ($2,000,000) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Excess Liability Coverage – to provide additional coverage to the Commercial General Liability and Auto Liability. The policy shall carry at least $5,000,000.00 (Five Million) of coverage.

e. Subcontracts. In case any or all of this work is sublet, the Consultant shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Consultant shall require all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Consultant and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract in the form of current edition ACORD© certificate of insurance forms.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Consultant, upon 10 days written notice, to execute a contract
addendum whereby the Consultant agrees to provide, at a price not exceeding Consultant's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL
CERTIFICATE OF DIRECTOR OF FINANCE
I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CITY OF JOPLIN

By: _____
Nicholas Edwards
City Manager

_____
Troy Bolander
Director of Planning, Development & Neighborhood Services

Alvarez and Marsal Infrastructure and Capital Projects LLP

By: _____
Rob Reid
Managing Director

EXHIBIT A - WORK AUTHORIZATION NO. 3

1. **General:** The Scope of Services identified in this Work Authorization are associated with Phase 2 of the proposed approach for the Broadband Deployment Consultant Services.

2. **Term:** All work tasks under this Work Authorization shall be completed no later than August 20, 2026, unless specifically agreed to in writing by the City of Joplin, within the one-year period of performance for the contract.

3. **Scope of Services and Budget:** For this work authorization, the scope of services include the activities noted in the following task areas:

Coordination & Conflict Avoidance

- Coordinate with Public Works to understand relevant City capital projects and existing/future conduit for the duration of broadband infrastructure deployment (including scope and schedule) to support conflict discussions with ALLO Fiber
- Attend and participate in the City's monthly utility coordination meeting, identifying conflicts and opportunities to coordinate between various projects
- Lead weekly coordination meetings required between ALLO Fiber and City to track actions, coordinate resolution of those items, and identify/mitigate risks
- Conduct active monitoring and reporting to City leadership (weekly, monthly, emergent)

Permitting

- Support conduit specification development/review for broadband development
- Support City in the development of Right-of-Way agreement with ALLO Fiber
- Support discussions with Liberty (e.g., makeready) to help ensure timely turnaround on pole access, as needed

ARPA Compliance

- Develop process for ARPA reporting with City Finance and communicate requirements/coordinate with ALLO Fiber.
- Receive and review reports from ALLO Fiber and provide to City Finance

Document & Data Management

- Develop data management process to support document retention, public communications, ARPA compliance reporting, and internal status updates
- Manage document database, support public communications, support updates to City Council, and provide internal status updates

Public Engagement & Communications

- Support City IT with development and maintenance of dashboard of construction schedule (if applicable), status updates, critical information.
- Support City Council updates and other City reporting requirements, as needed
- Opportunistically identify additional grant funds to support the delivery of infrastructure associated with broadband
- Support City departments to explore technology and connectivity solutions as network is constructed

The estimated labor costs are $836,897 (see **4. Payment/Fee Schedule**). We assume that reasonable travel and other direct costs critical to the completion of our work with the City of Joplin will be billed to the City at cost and will be reimbursed monthly.

4. **Payment/Fee Schedule:** The "Total Cost" estimate provided above is intended to be for representative purposes only and is based on our current understanding of the City's desired scope of services, the status of broadband planning and implementation efforts, and the availability of required City and external resources needed to complete the work as outlined in the RFP for Broadband Consulting Services and those needs listed in Section 3 above.

Labor Category	Average Hourly Rate
Managing Director	$350.00
Senior Broadband Advisor	$350.00
Senior Director	$290.00
Director	$250.00
Manager	$225.00
Senior Consultant	$185.00
Consultant	$150.00
Principal	$350.00
Broadband Strategy Consultant	$265.00
Senior Engineer, P.E.	$205.00
Engineering Coordinator	$160.00
Project Manager	$120.00
Senior Engineering Representative	$105.00
Engineering Designer	$94.00
Project/GIS Designer	$75.00
Support Staff III	$65.00
Support Staff II	$55.00
Support Staff I	$45.00

The City will compensate Consultant for the services performed and expenses incurred through the term or effective date of any termination of this Work Authorization.

A. Consultant will bill on a time and expense basis. Consultant shall invoice the City one time per month unless more frequent invoicing is requested by the City and all invoices will include necessary supporting documentation as defined below. Consultant will be paid within thirty (30) days of the submission of its invoice.

B. If the City does not pay invoiced amounts within sixty (60) days of receipt, A&M may suspend or terminate the Services upon five (5) days written notice if payment is not received within such period. The City shall be responsible for taxes, if any, imposed on the Services or on this engagement, other than taxes imposed by employment withholding for A&M's personnel or on A&M's income or property.

Each Invoice must detail, at minimum, all of the following:

- The labor amount requested by LCAT with associated hours
- Any travel expenditure and other direct reimbursement requested and for which documentation and receipts, as required are attached to the invoice
- The total amount requested (all line-items) for the Invoice Period

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this 5th day of July, 2022, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Alvarez & Marsal Infrastructure & Capital Projects, LLC, a Delaware Limited Liability Company, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to engage Consultant to perform the services described in Request for Proposal 2022-RFP-10: Broadband Deployment Consultant Services, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant submitted its proposal dated May 2, 2022, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, Consultant has become the lowest and best Offeror for performing said services.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the services described in Exhibits A and B, as authorized in any Work Authorization (the "Services").

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as described in Exhibits A, B and any applicable Work Authorization.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. However, in no event shall the total payment for the scope of work exceed $797,618.00.

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City as described in Exhibits A, B, and any Work Authorization.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of the City. All the Services hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall perform the services in compliance with applicable state and local law. None of the work or services covered by this contract shall be subcontracted without the written approval of City.

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. Intentionally omitted.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances applicable to the provision of Services that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

7. Confidentiality. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City or as otherwise required by applicable law or valid legal process. This section shall not apply to information which is (1) publicly known through no breach of this Agreement; (2) already known to Consultant at the time of disclosure; (3) subsequently obtained by Consultant from a third party without breach of any obligation of confidentiality of such third party; (4) independently developed by Consultant without reliance upon any of the confidential information; or (5) disclosed pursuant to legal requirements or order. Subject to the foregoing, Consultant may disclose City's confidential information to its subcontractors and affiliates who also sign a similar agreement.

All Services and Deliverables shall be solely for City's benefit and are not intended to be relied upon by any person or entity other than City. City shall not disclose the Services or Deliverables, or refer to the Services or Deliverables in any communication, to any person or entity except (i) as specifically set forth in the applicable Work Authorization, or (ii) to City's contractors solely for the purpose of their providing services to City relating to the subject matter of the engagement, provided that such contractors comply with the restrictions on disclosure set forth in this sentence,

or (iii) as otherwise required by law. The parties recognize and agree that the City, is a municipal corporation organized under the laws of the State of Missouri and subject to RSMo Chapter 610 ("sunshine law"). City, however, may create its own materials based on the content of such Services and Deliverables and use and disclose such City-created materials ("Client Materials") for external purposes, provided that, City does not in any way, expressly or by implication, attribute such materials to Consultant or its subcontractors. Notwithstanding the foregoing, Consultant shall have no liability for Client Materials.

8. Contract Documents. The contract documents shall consist of this Agreement, City's Request for Proposal, Consultant's Response to City's Request for Proposal, and any Work Authorization issued hereunder. In the event of conflict between the contract documents, this Agreement will prevail except to the extent a Work Authorization specifically refers to a provision of this Agreement that it supersedes.

9. Discrimination. The Consultant agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-l.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41C.F.R.§60-741.5(a), if applicable.

a. This Consultant and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This Consultant and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

10. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:

a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non- discrimination clause.

b. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. Upon written request, the Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965 to the extent applicable to this contract, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders in connection with this Agreement.

f. In the event of the Consultant's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Consultant may request the United States Government to enter into such litigation to protect the interests of the United States.

h. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

i. Section 109{a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any

prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

j. Affirmative Action for Handicapped Workers

i. The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

ii. The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

iii. In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

iv. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

v. The Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

vi. The Consultant will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

k. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in

benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

l. Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

m. Authorized Employees. Consultant acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Consultant therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

n. Interest of Consultant and Employees. The Consultant covenants that other than in connection with performing the Services hereunder it presently has no interest and shall not acquire interest, direct or indirect, in the applicable study area or any parcels therein or any other interest which would prohibit performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed to provide the Services.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant and/or its affiliates, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

13. Conflicts. Notwithstanding anything to the contrary, because Consultant and its affiliates and subsidiaries comprise a consulting firm (the "Firm") serves clients on a global basis in numerous cases, both in and out of court, it is possible that the Firm may have rendered or will render services to or have business associations with other entities or people which had or have or may have relationships with City, including creditors of City. The Firm will not be prevented or restricted by virtue of providing the Services under the Agreement from providing services to other entities or individuals, including entities or individuals whose interests may be in competition or conflict with City's, provided the Firm makes appropriate arrangements to ensure that the confidentiality of information is maintained.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification.

8

a. Each party, its subsidiaries and subcontractors, and their respective personnel shall not be liable for any claims, liabilities, or expenses relating to this Agreement, any Work Authorization or the Services ("Claims") for an aggregate amount exceeding one times the contract fees under the portion of work giving rise to the liability under this Agreement including, for the avoidance of doubt, in connection with the indemnification obligations hereunder, except to the extent finally determined to have resulted from the gross negligence, fraud, or willful misconduct of either party, in which case the aforementioned limit of liability shall not apply. In no event shall either party, its subsidiaries or subcontractors, or their respective personnel be liable to the other for any loss of use, data, goodwill, revenues, or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this engagement. In circumstances where any limitation on damages or indemnification provision hereunder is not enforceable under applicable law, the aggregate liability of each party, its subsidiaries, subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that the conduct of each party bears to all other conduct giving rise to such Claim.

b. The Consultant shall defend, indemnify, and hold the City and its personnel from all Claims by third parties solely for bodily injury, death, or damage to real or tangible personal property, to the extent directly and proximately caused by the negligence or intentional misconduct of Consultant while engaged in the performance of the Services. Consultant shall indemnify, defend, and hold harmless City and its personnel from all Claims attributable to the claims of third parties for infringement by a Deliverable of any U.S. patent existing at the time of delivery and known Consultant or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from, or could have been avoided except for (i) modification of such Deliverable other than by Consultant or its subcontractors or use thereof in a manner not contemplated by this Agreement, (ii) the failure of the indemnified party to use any corrections or modifications made available by Consultant, (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (iv) the use of such Deliverable in combination with any platform, product, network or data not provided by Consultant. If City's use of any such Deliverable, or any portion thereof, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, Consultant, at its option and expense, shall have the right to (x) procure for City the continued use of such Deliverable, (y) replace such Deliverable with a non-infringing Deliverable, or (z) modify such Deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by Consultant, the replacement or modified Deliverable is capable of performing substantially the same function. In the event Consultant cannot reasonably procure, replace or modify such Deliverable in accordance with the immediately preceding sentence, Consultant may require City to cease use of such Deliverable and refund the portion of professional fees paid to Consultant with respect to the Services giving rise to such infringing Deliverable. The foregoing provisions of this Section constitute the sole and exclusive remedy of the indemnified parties, and the sole and exclusive obligation of Consultant, relating to a claim that any of Consultant's Deliverables infringes any patent, copyright or other intellectual property right of a third party.

c. City shall indemnify and hold harmless Consultant, its subsidiaries and subcontractors, and their respective personnel from all Claims attributable to the claims of third parties solely for bodily injury, death, or physical damage to real or tangible personal property to the extent directly and proximately caused by the negligence or intentional misconduct of City while Consultant is engaged in the performance of the Services. If any person or entity requests or subpoenas any information or materials related to the Services, City will inform Consultant of such request or subpoena. City agrees to reimburse Consultant for any time and expenses related to the request or subpoena.

d. Notwithstanding anything to the contrary, and for the avoidance of doubt, the provisions of this Agreement shall supersede and take precedence in all respects over any terms of the Request For Proposal related to the Services (2022-RFP-10) including, but not limited to, any indemnification in connection therewith..

e. The indemnification obligations herein shall not negate, abridge, or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

g. As a condition to the foregoing indemnity obligations, the indemnified party shall provide the indemnifying party with prompt notice of any Claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the indemnifying party in connection with any such Claim. The indemnifying party shall be entitled to control

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

17. Insurance. Intentionally omitted.

18. Intellectual Property.

a. Consultant has rights in, and may, in connection with the performance of the Services, use, create, modify, or acquire rights in, works of authorship, materials, information, and other intellectual property.

b. Upon full payment to Consultant under the applicable Work Authorization, and subject to the terms and conditions contained herein, (i) the tangible items specified as deliverables or work product in such Work Authorization (the "Deliverables") shall become the property of City. Notwithstanding anything to the contrary, Consultant shall retain (1) all of its pre-existing intellectual property, including but not limited to all patent, copyright, trademark and other intellectual property rights therein; and (2) all methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how embodied in the Deliverables or that Consultant may develop or supply in connection with this Agreement ("A&M Knowledge"). Subject to the confidentiality restrictions herein, Consultant may use the A&M Knowledge for any purpose.

c. City shall accept Deliverables which conform to the requirements of the Work Authorization. City will promptly, and in no event more than ten (10) days after the completion of the applicable Services with respect to any Deliverables ("Acceptance Period") provide Consultant with notification of any non-conformance of the Deliverables with such requirements ("Non-conformance"), and Consultant shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. City shall have the right to test the corrected Deliverables in the same manner as with respect to the original Deliverables. If City uses the Deliverables before acceptance, modifies the Deliverables without the approval of Consultant, unreasonably delays the beginning of acceptance testing, or does not notify Consultant of any Non-conformance within the Acceptance period, then the Deliverables shall be considered accepted by City.

19. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin
ATTN: City Attorney
602 S. Main St.
Joplin, MO 64801

Alvarez & Marsal
Infrastructure & Capital Projects, LLC
ATTN: Riz Shah
655 15th St., NW Suite 600
Washington, DC 20005

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

20. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

21. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

22. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

23. Miscellaneous.

a. Substantial and meaningful involvement of management of the City is critical to the success of each engagement. The City will be responsible for ensuring that the identified City personnel actively participate in both the planning and execution of any Work Authorization including timely decision making, of any Work Authorization. Consultant agrees to be responsible for providing management oversight of its performance under this Agreement and each Work Authorization.

b. The City is, and will continue to be, solely responsible for establishing and maintaining effective internal control over financial reporting, including, without limitation, systems designed to assure achievement of its control objectives and its compliance with applicable laws and regulations.

c. Consultant will not be responsible for the accuracy or completeness of any data made available to Consultant through any third-party tool, database, or software application. The City further acknowledges and agrees that Consultant will have no responsibility for evaluating the functionality of such third-party tool, database, or software application, nor for any results obtained by Consultant through the use of such third-party tool, database, or software application.

d. This is a services engagement. Except as specifically provided herein, **CONSULTANT DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

24. City Responsibilities. Each party shall cooperate with the other in the performance of the Services. City will provide Consultant with reasonable facilities and timely access to data, information, and personnel of City. With respect to the data and information provided by City to Consultant or its subcontractors for the performance of the Services, City shall have all rights required to provide such data and information, and shall do so only in accordance with applicable law and with any procedures agreed upon in writing. City shall be solely responsible for, among other things (a) the performance of its personnel and agents; (b) the accuracy and completeness of all data and information provided to Consultant for purposes of the performance of the Services; (c) making all management decisions, performing all management functions, and assuming all management responsibilities; (d) designating a competent management member to oversee the Services; (e) evaluating the adequacy and results of the Services; (f) accepting responsibility for the results of the Services; (g) establishing and maintaining internal controls, including monitoring ongoing activities; (h) timely decision making and funding of Work Authorizations.

25. Subcontractors. Consultant shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Consultant by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Consultant the same power regarding termination of any subcontract as City may exercise over Consultant under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors. City hereby consents to Consultant (a) subcontracting or assigning any portion of the Services to (i) Olsson, Finley, CCG or B2 Civic Solutions, and/or (b) utilizing employees of any affiliate or related entity of Consultant, whether located within or outside the United States. Services performed hereunder by Consultant's subcontractors and any of its affiliates' employees shall be invoiced as professional fees on the invoices for Services performed by Consultant's personnel, unless otherwise agreed.

26. Termination. Either party may terminate this Agreement or any or all Work Authorizations without cause by giving thirty (30) days' prior written notice to the other party. If either party terminates the Agreement without cause but does not terminate all of the then-existing Work Authorizations, this Agreement shall continue to apply to such non-terminated Work Authorizations. If either party terminates a Work Authorization without cause, this Agreement shall continue to apply to all Work Authorizations that have not been terminated. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event and upon full payment by City for all fees and expenses for Services provided through such date, all finished or unfinished Deliverables prepared by the Consultant under this Agreement shall, at the option of City, become the City's property; provided that any work-in-progress shall be provided on an as-is basis, without warranty or indemnity of any kind, and A&M Knowledge contained therein shall remain property of Consultant. Consultant shall be entitled to receive all fees and expenses for any satisfactory work completed provided through such date. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant. Following termination of this Agreement or any Work Authorization issued hereunder, City shall promptly pay Consultant all outstanding fees and expenses due to Consultant thereunder.

27. Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITIED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS AGREEMENT, ANY WORK AUTHORIZATION OR THE SERVICES.

28. Non-exclusivity. Consultant may (a) provide any services to any person or entity, and (b) develop for itself, or for others, any materials or processes, including those that may be

similar to those produced as a result of the Services, provided that Consultant complies with its obligations of confidentiality set forth hereunder.

29. Non-Solicitation. During the term of any Work Authorization and for a period of one (1) year thereafter, each party agrees that its personnel (in their capacity as such) who had substantive contact with personnel of the other party during such engagement shall not, without the other party's consent, directly or indirectly employ, solicit, engage, or retain the services of such personnel of the other party for employment or engagement by the soliciting party. In the event a party breaches this provision, the breaching party shall be liable to the aggrieved party for an amount equal to thirty percent (30%) of the annual base compensation of the relevant personnel in his or her new position. Although such payment shall be the aggrieved party's exclusive means of monetary recovery from the breaching party for breach of this provision, the aggrieved party shall be entitled to seek injunctive or other equitable relief. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

30. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns. All Services shall be solely for City's benefit and are not intended to be relied upon by any person or entity other than City.

31. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

32. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI

Nick Edwards, City Manager

ALVAREZ & MARSAL INFRASTRUCTURE & CAPITAL PROJECTS, LLC

Riz Shah, Managing Director

ATTEST:

Holly Nagy, City Clerk

COUNCIL BILL NO. 2024-278 ORDINANCE NO.

AN ORDINANCE approving the First Amendment for Consulting Services "First Amendment" and Work Authorization 3 with Alvarez and Marsal Infrastructure and Capital Projects LLP to provide administrative services for Phase 2 implementing broadband and connectivity solutions in the not to exceed amount of Eight Hundred Thirty-Six Thousand Eight Hundred Ninety-Seven Dollars and No Cents ($836,897.00) and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, setting a date when this Ordinance shall become effective.

WHEREAS, in the Smarter Joplin Roadmap expand internet access and improve connectivity was identified as a primary concern in a resident survey; and

WHEREAS, the Broadband Gap Analysis Report identified the specific challenges with connectivity in the city of Joplin including issues with availability, capacity and affordability; and

WHEREAS, the City of Joplin entered into a contract with Alvarez and Marsal on July 5, 2022 implementing Phase One of the Broadband Deployment plan which produced a Public Private Partnership with ALLO Fiber to bring Fiber connectivity opportunities to essentially every business and residence within the city limit of Joplin.

WHEREAS, this Amendment will authorize Alvarez and Marsal to assist the City of Joplin during Phase 2 the Construction Phase of the ALLO Fiber Contract dated May 6, 2024.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows;

Section 1. That the First Amendment for Consulting Services "First Amendment" and Work Authorization 3 with Alvarez and Marsal in the not to exceed amount of an additional Eight Hundred Thirty-Six Thousand Eight Hundred Ninety-Seven Dollars and No Cents ($836,897.00) provide Phase 2 of the Broadband Deployment Plan.

Section 2. That the First Amendment for Consulting Services "First Amendment" and the third work order be executed as described in Work Authorization No. 3 attached hereto as Exhibit A.

Section 3. That the City Manager or designee, of the City of Joplin, Missouri, is hereby authorized to execute said Agreement(s), or agreement(s) substantially similar in form, for and on behalf of the City of Joplin.

Section 4. That fiscal year 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing appropriations by the total amount of Eight Hundred Thirty-Six Thousand Eight Hundred Ninety-Seven Dollars and No Cents ($836,897.00).

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 6. That this Council Bill shall have an effective date of August 20, 2024.

Passed by the Council of the City of Joplin, Missouri, this _____

day of_____, 2024, by a vote of_____.

_____

ATTEST: Keenan T. Cortez, Sr., Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney