

City of Ketchum, Idaho

P.O. Box 2315 Ketchum, ID 83340 (208) 726-3841 Fax: (208) 726-8234



March 12, 2013

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Consideration of Contract for Services: Broadband Strategic Plan

Attachment A: Broadband Strategic Plan RFP and Supplemental
Attachment B: Magellan Advisors Response to RFP
Attachment C: Contract for Services

Introduction/History

Ketchum embarked on a broadband strategic broadband planning effort in November, 2012. To that end, the Council approved in the 2012/2013 Community and Economic Development Department budget \$20,000 towards the development of a Broadband Strategic Plan, and appointed a Broadband Strategic Planning Committee.

The City recognizes that broadband is an essential, critical infrastructure for our economic growth, and that the advancement of technology and infrastructure associated with broadband will play a key role in our economic future and quality of life. The development of a broadband strategic plan which includes key policy directions for broadband expansion and development will enhance public and private investments in technology infrastructure, and strengthen our economic competitiveness.

Current Report

The Broadband Strategic Planning Committee determined that a consultant was necessary to develop the Broadband Strategic Plan, and to help educate the community on the benefits of broadband. An RFP was issued, Attachment A to this report. A Supplemental was also developed, and consultants were asked to price the Supplemental separately in their proposals.

Six (6) proposals were received, and the Broadband Committee interviewed four (4) of the six proposals. The firms interviewed were:

Visiontech 360
Mid-State Consultants, LLC/OHIV
Magellan Advisors

Applied Communications

The consulting firm recommended by the Committee is Magellan Advisors. Their proposal, Power Point Presentation from the interview, and their Supplemental Proposal are Attachment B to this report. A contract for services is attached to this report, Attachment C.

Financial Requirement/Impact

\$20,000 was allocated towards this project in the CED budget. The Magellan Proposal is for \$18,900. The Supplemental task was scoped by Magellan at \$5,600, for a total project cost of \$24,500. The Broadband Committee and staff believe that the supplemental work is merited, and would request that the Council augment the budget to allow for this work in the amount of \$5,600.

Recommendation

I respectfully recommend the City Council approve the contract for services with Magellan Advisors in an amount not to exceed \$24,500, of which \$20,000 is in the CED budget, and \$4,500 is from the Contingency budget.

Recommended Motion:

I move to approve the contract for services with Magellan Advisors in an amount not to exceed \$24,500, of which \$20,000 is in the CED budget, and \$4,500 is from the Contingency budget.

Sincerely,

Lisa Horowitz
Community and Economic Development Director

Attachment A

CITY OF KETCHUM BROADBAND STRATEGIC PLAN REQUEST FOR QUALIFICATIONS January 22, 2013

I. INTRODUCTION AND BACKGROUND

The City of Ketchum is requesting proposals for qualified contractors to prepare a broadband strategic plan. The City recognizes that broadband is an essential, critical infrastructure for our economic growth, and that the advancement of technology and infrastructure associated with broadband will play a key role in our economic future and quality of life. The development of a broadband strategic plan, which includes key policy directions for broadband expansion and development will enhance public and private investments in technology infrastructure, and strengthen our economic competitiveness. For the purposes of this proposal, the term "Broadband" applies to the capacity of networks to carry data traffic, both wireless and wireline.

The City recognizes that the FCC 2010 National Broadband Plan has the following benchmark that can serve as an initial benchmark of where the City wants to be.

Goal No. 1: At least 100 million U.S. homes should have affordable access to actual download speeds of at least 100 megabits per second and actual upload speeds of at least 50 megabits per second.

Goal No. 4: Every American community should have affordable access to at least 1 gigabit per second broadband service to anchor institutions such as schools, hospitals and government buildings.

Ketchum is a resort town adjacent to the world class Sun Valley Resort. Located in Blaine County, population 21,000, Ketchum has a population of 2,590 and a seasonal visitor population of over 10,000. The resort nature of the area has resulted in visitor, resident and second homeowner populations that call for higher levels of wireless and wire line connectivity than are typically seen in communities of comparable population.

Several providers currently serve the area. There are gaps in coverage, speed and reliability, and a lack of an overall unified development plan. The following proposal is for a strategic broadband plan for the town of Ketchum. However, if resources become available to other jurisdictions within the County, the scope of this project may be expanded to include a broader geographic area.

II. PROJECT GOALS

- To educate the community at large on the benefits of broadband and issues for broadband improvements and expansion;

- To positively affect how broadband infrastructure and services are likely to develop in Ketchum over the next ten years;
- To plan for optimal adoption and deployment of broadband in Ketchum;
- To identify key short (3 year), mid (7 year) and long-term (10 year) broadband policies and initiatives that the City can develop to facilitate a unified technology policy direction.
- To positively impact the policies, actions and directions of the other cities in Blaine County, the County and other agencies and stakeholders relative to technology policy direction.
- To identify key strategic broadband investments that could strengthen existing business capacity or attract new businesses.
- To identify broadband capacity, equity, access and affordability gaps with a goal of consistent broadband service access for businesses, residents and tourists.
- To communicate capabilities to stakeholders to encourage fuller use of their potential.

III. SCOPE OF WORK

City Staff, in consultation with the City Council has convened a Broadband Working Committee to work with the consultant on all key project tasks. Attachment A outlines the scope of the Committee and members. The City has allocated \$20,000 towards this project as an initial budget. The need for additional funds may be discussed through the consultant selection process if determined to be necessary by the Committee.

Task 1: Refine Project Purpose. The consultant will host one or more community meetings to refine project objectives, vision and broadband benefits. This task will include a road map of the planning process and identification of key stakeholders. A web-friendly executive summary of the process will be developed in Task 1.

Task 2: Community Profile and Broadband Inventory. Consultant will compile key demographics regarding broadband users. As an option, consultant should include an electronic survey of the Ketchum Business License Data Base (approx. 700 email addresses). Outreach to home-based businesses not part of this data base is also desirable. Consultant will develop a Broadband Inventory including service providers and infrastructure for telephone, cable, mobile wireless and fixed wireless services, including planned system expansions from key providers. The inventory will include a description of key institutional networks. Network analysis should include middle-mile and backhaul services. The Inventory should identify key service gaps. A web-friendly "State of Broadband in Ketchum" will be developed as part of this task.

Task 3: Identify Broadband Demand. Community meetings and key informant interviews to determine needs for economic development, public safety, education, health care, utilities and other anchor institutions.

Task 4: Identify Key Issues for Broadband Expansion. Based on above analysis, the consultant will identify issues regarding connectivity, capacity, competitiveness, affordability and digital inclusion.

Task 5: Outline Community Strategies. The consultant will identify and prioritize potential strategies to meet broadband needs. Strategies may address infrastructure needs, building demand, market incentives or building community capacity.

Task 6: Recommendations on Wireless Access. The consultant will make recommendations on the merits of the decommissioned Ketchum Wifi system, and the viability of public wifi hot spots in Ketchum.

Task 7: Action Plan and Resources. The consultant will identify next steps for planning, funding, grants and other resources to implement identified strategies.

IV. MINIMUM REQUIREMENTS:

1. Understanding of the broadband/telecommunications industry, federal initiatives related to Broadband and the Link IDAHO initiative.
2. Demonstrated experience with municipal broadband planning activities and meeting facilitation.
3. Familiarity and experience with telecommunication and broadband technology and application.

ADDITIONAL REQUIREMENTS:

1. Possess skills and experience in facilitating public meetings; experience working with the public and meeting attendants to create a successful conclusion to the meeting process.
2. Ability and the willingness to work with elected officials, business community, concerned citizens, telecommunications personnel, educators, healthcare providers, public safety officials, invited speakers and other interested parties.
3. Skills to articulate key strategic concepts, to provide strategic direction and the ability to focus on strategic issues.
4. Possess good communication skills, encourage participation in meetings, encourage group process and help meetings stay on task.
5. Ability to analyze and synthesize data from the meetings and communicate the information to the City; ability to interpret key ideas and actions generated from the group process and communicate them to any interested party.
6. Ability to remain flexible and respond to changes in schedules and timelines.

SERVICES REQUIRED AFTER SELECTION:

- The selected firm's representatives may be required to attend a minimum of one City Council meeting.
- The selected firm's representatives will be required to meet with the City's management team to discuss and plan the project(s), and provide progress reports on a bi-monthly basis.

V. PROPOSAL SCHEDULE AND SUBMITTAL INFORMATION

PRELIMINARY SCHEDULE

Milestone	Scheduled Date
RFQ Issued	January 22, 2013
SOQ Proposal Submittal Deadline	February 19, 2013 2:00 PM
Notify Finalists	February 26, 2013
Finalist Interviews	February 27-March 6, 2013
Final Selection	March 6-8, 2013
Scope and Budget Development/Contract Negotiations	March 11-12, 2013
Contract Presented to City Council	March 18, 2013
Approval of Contract by City Council	March 18, 2013
Execute Contract and Notice to Proceed	March 19-22, 2013
Anticipated Completion	TBD Between Parties

The City reserves the right to modify the schedule as circumstances may warrant.

PROPOSAL QUANTITIES, DUE DATE, TIME, LOCATION:

Submit one original unbound copy and six comb-bound copies of the Statement of Qualification (SOQ) proposal via mail, courier or hand delivery. Also, provide proposal via email in PDF or Microsoft Word format. Proposals are due in the office of the Assistant to the City Administrator no later than 2:00 PM on Friday, February 19, 2013. Proposals are to be marked "City of Ketchum Broadband Strategic Plan". Proposals submitted by other means will not be accepted. Proposals submitted after the deadline date and time will not be accepted.

Submittal address:

Lisa Horowitz
Community and Economic Development Director
City of Ketchum
P.O. Box 2315
Ketchum, ID 83340
Lhorowitz@ketchumidaho.org

SERVICE PROVIDER COMMUNICATIONS WITH THE CITY OF KETCHUM:

Any questions regarding the submittal process and/or the technical aspects of the project may be made via email to Lisa Horowitz at Lhorowitz@ketchumidaho.org. Only email communications will be accepted. All responses will be provided via email. Questions and responses will be shared with all firms that provide an email address to the Project Manager.

The City's RFQ for Web Design Services is available for review on the City's website at www.ketchumidaho.org or at the Office of the City Clerk, 480 East Avenue North, Ketchum, ID 83340, during regular business hours.

VI. PROPOSAL FORMAT AND REQUIREMENTS

The Proposal shall include the qualifications requested below, but shall be limited to twenty (20) pages in length, not including appendices. Information should be complete and demonstrate that the Service Provider can perform professional work. You are welcome to provide any other information deemed appropriate for this project.

Introduction:

Prepare a brief introduction including a general demonstration of understanding of the scope and complexity of the required work. The title page of the proposal should contain your firm's name, address, telephone number, principal contact, fax number, and email address. The Proposal should contain a Table of Contents.

Personnel:

Identify individuals and list qualifications of key personnel who would be assigned to this project. Detail experience in work related to the proposed assignment. Specify the Project Manager who will serve as a contact person.

Experience:

Provide company contact information, how long you have been in business and what services you provide. Identify and briefly describe related work completed in the last three years. Describe only work related to the proposed effort and include any examples of similar local government projects. Include evidence of satisfactory and timely completion of similar work performed for past projects.

Project Plan and Timeline:

Provide a description of the project plan and timeline from the initial planning stages to the completed design.

Pricing and Budget:

The SOQ should contain a total cost of the project, as well as a detailed "line item" breakdown of costs for the project. In addition, please specify:

- "Not to Exceed" Fees (for actual cost of time and materials needed to complete the project).
- "Not to Exceed" Fees (for any reimbursable anticipated during the course of this project).
- Hourly rate schedule for services.
- Any additional costs/charges (such as traveling expenses) must be clearly defined in the SOQ.

Proposal should be all encompassing, with a single vendor identified as the "responsible lead vendor". Please include any subcontractor(s) that will be required to meet the needs of the proposal or clearly indicate what portion of the services are not included as part of your proposal.

Proposal should outline separate costs for any add ons or optional requests specified in RFQ.

Client References:

Provide a minimum of three client references with contact names and phone numbers for whom you have completed similar work.

Appendix:

An appendix with full resumes is allowed. The appendix material may or may not be considered as part of the selection process.

VII. EVALUATION PROCESS

Review Process:

The Ketchum Broadband Committee or a subcommittee thereof will rate SOQs. The review team will recommend finalists for interviews and those finalists will be notified as outlined in Section V herein.

Evaluation Criteria:

SOQs will be ranked based upon the merits of the written qualifications and experience of the firm or consultant team. Each reviewer will award a score based on a 100 point total as follows:

- Demonstrated understanding of the project goals and responsiveness of the proposal to meeting these goals. (20)
- Appropriateness of project approach and perceived effectiveness of proposed concept for identified audience(s). (20)
- Degree to which the project design approaches goals with innovative and creative solutions or methods. (20)
- Likelihood that the proposal will provide the best value compared to other submitted proposals. (20)
- Qualifications of the project team and level of relevant experience. (20)

The Broadband Strategic Planning Committee will be developing "Sub-Criteria" to provide more detail to the above criteria, which will be available the week of January 28th as a Supplemental to this RFQ.

The City reaffirms its right to make any selection it deems prudent, and responding firms or individual participants acknowledge through their participation that such selection is not subject to protest or contest. If less than three (3) proposals are received, the City will extend the deadline and solicit additional proposals.

The successful firm or consultant team selected will perform a variety of duties as agreed upon in the final negotiated Scope of Work. The selected vendor and the City will finalize the contract terms and

conditions. If the City and the selected vendor are unable to agree on terms and conditions at this point, the City may exercise its right to negotiate with other vendors.

VIII. TERMS AND CONDITIONS

1. All facts and opinions stated within this RFQ and in all supporting documents and data are based on available information from a variety of sources. Additional information may be made available via written addenda throughout the process. No representation or warranty is made with respect thereto.
2. Respondents to this RFQ shall be responsible for the accuracy of the information they provide to the City.
3. The City reserves the right to reject any and all submittals, to waive minor irregularities in any submittal, to issue additional RFQs, and to either substantially modify or terminate the project at any time prior to final execution of a contract.
4. The City shall not be responsible for any costs incurred by the respondent(s) in preparing, submitting or presenting its response to the RFQ or to the interview process.
5. Nothing contained herein shall require the City to enter into exclusive negotiations and the City reserves the right to amend, alter and revise its own criteria in the selection of a respondent without notice.
6. The City reserves the right to request clarification of information submitted and to request additional information from any respondent.
7. The City will not accept any submittal after the time and date specified on the RFQ.
8. The qualifications of each member of the team are important criteria in the selection process. The selected team will not be allowed to substitute any members without prior approval by the City. The City, at its sole discretion, reserves the right to accept or reject proposed changes to the team. Team members may participate in multiple team submittals.
9. In the interest of a fair and equitable process, the City retains the sole responsibility to determine the timing, arrangement and method of proposal presentations throughout the selection process. Members of the team are cautioned not to undertake activities or actions to promote or advertise their qualifications or proposal except in the course of City sponsored presentations.
10. If negotiations are not completed with the top ranked team, negotiations may proceed with the next most qualified team or teams.
11. Upon selection of a qualified team through the RFQ process, the City shall enter into a contract for services (based on an approved scope of services and budget) with the selected team on terms and conditions acceptable to the City. Until execution of a contract, the City reserves the right to cease negotiations and to start the RFQ process again.
12. All submittals will become the property of the City and will become public documents subject to public disclosure with limited exceptions, under the Idaho Public Records Act.
13. The Vendor shall hold the City of Ketchum, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under the quotation.
14. The City of Ketchum encourages submittals from firms that demonstrate a commitment to equal employment opportunity. Minority and women owned businesses are encouraged to apply. The successful agencies, individuals or firms shall comply in all aspects with the Equal

Opportunity Act. Each agency or firm with more than fifteen (15) or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. Each contractor with fewer than fifteen employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. Findings of non-compliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

RESOLUTION NUMBER 12-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, AUTHORIZING AND DIRECTING THE CREATION AND CULTIVATION OF A BROADBAND STRATEGIC PLANNING COMMITTEE THAT WILL ASSIST IN THE DEVELOPMENT OF A BROADBAND STRATEGIC PLAN AND PROVIDE TECHNICAL SUPPORT AND EXPERTISE TO THE CITY AND URBAN RENEWAL AGENCY ON BROADBAND ISSUES.

WHEREAS, the City of Ketchum recognizes that broadband is an essential, critical infrastructure for our economic growth; and,

WHEREAS, the City of Ketchum further recognizes that the advancement of technology and infrastructure associated with broadband will play a key role in our economic future and quality of life; and,

WHEREAS, the City of Ketchum finds that the development of a broadband strategic plan which includes key policy directions for broadband expansion and development will enhance public and private investments in technology infrastructure, and strengthen our economic competitiveness; and,

WHEREAS, the City of Ketchum has allocated funds in the Community and Economic Development Department in the 2012/2013 budget for the development of a Broadband Strategic Plan; and,

WHEREAS, the City of Ketchum recognizes the need for collaboration with broadband providers, the business community, education, emergency services, health care providers and the interested public in the development of a Broadband Strategic Plan; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Ketchum City Council that from the signing date of this resolution, the City of Ketchum hereby appoints the following individuals to represent the areas of expertise noted in Attachment A. This Resolution will be in full force and effect upon its adoption and approval this 19th day of November 2012.

CITY OF KETCHUM, IDAHO

Randy Hall, Mayor

ATTEST:

Sandra E. Cady, CMC
City Treasurer/Clerk

Attachment A: Broadband Committee Members

Broadband Provider (Syringa Networks)	Bill Coale, Syringa Networks
Broadband Provider	Guy Chirp, Cox Vice President of Operations
Broadband Provider (Centurylink)	Arleigh Smith, Centurylink
Education Schools	Teresa McGoffin, Technology Director, Blaine County
Emergency Services	Mike Elle, Ketchum Fire Chief
Health Care	TBD, St Luke's Medical Center
Library	Aaron Pearson, IT Director
Ketchum Business	TBD
At Large	Brad Cleveland
At Large	Lee Chubb
City Technical Support	Todd Mandeville, Ketchum Computer
City Staff	Lisa Horowitz, Community and Economic Development Director
Regional Economic	Harry Griffith

Attachment A

Ketchum Broadband Strategic Plan RFQ

Supplemental: Criteria

RFQ Excerpt, Ranking Criteria:

SOQs will be ranked based upon the merits of the written qualifications and experience of the firm or consultant team. Each reviewer will award a score based on a 100 point total as follows:

- 1) Demonstrated understanding of the project goals and responsiveness of the proposal to meeting these goals. (20)

Demonstrated understanding project context: Small town with high bandwidth requirements, significant seasonal demands, and a robust mix of small business, institutional, government and residential use.

Demonstrated understanding of the impact broadband has on economic opportunity and growth, and how to best further these opportunities through this initiative.

Specific responses to how the consultant will address and further each of the project's goals.

- 2) Appropriateness of project approach and perceived effectiveness of proposed concept for identified audience(s). (20)

Specific steps and proposed timeframes of consultant's recommended approach.

Specificity and fit of proposed approach (versus generic project plans) and summary of why consultant's approach is appropriate for this initiative and related stakeholders.

- 3) Degree to which the project design approaches goals with innovative and creative solutions or methods. (20)

Demonstrated understanding of approach other communities have taken, and an understanding of the latest thinking and best alternatives for this kind of project.

Clear understanding of broadband trends, technology developments and forward-thinking ideas for furthering broadband build-out in this kind of community.

- 4) Likelihood that the proposal will provide the best value compared to other submitted proposals.(20)

Understanding of ROI perspectives and needs of suppliers, and how to best harness incentives that further the City's goals.

Resourcefulness in plans to work within context of existing resources – providers, broadband committee, the City, others – to achieve best results.

As possible, proposed several levels of engagement (e.g., low, medium, high involvement), each with associated costs, deliverables and expected results.

5) Qualifications of the project team and level of relevant experience.(20)

Specific understanding of broadband trends and requirements, types of technologies, and providers.

Summary of successful outcomes of similar projects, and consultant's role in those initiatives.

Additional Cost Estimate:

As a separate line item, the consultant should address the following:

"Consultant will provide an overview of broadband technologies, including both the technical aspects of each and the financial considerations of installing and operating each. This overview should take into account the technologies currently in use in the area, other current technologies, and technologies likely to be available within the next five years. Special attention should be given to the balance of capital expense and operating expense for each, and the particular challenges of operating a network given our location and topography."



Magellan
ADVISORS

CITY OF KETCHUM



Broadband Strategic Plan

March 4, 2013

Magellan
ADVISORS

Introduction to Magellan Advisors

- Strategic broadband planning, specialized for local governments
- 150 years of combined experience in community broadband, telecom, and economic development planning
- Broadband planning for over 100 government clients
- Multiple projects for rural communities with seasonal population changes, resort destinations
- Unique strategies that enable local governments to build smart communities, positioned for the digital economy
- Full spectrum of services, guiding our clients from planning through execution



Core Services

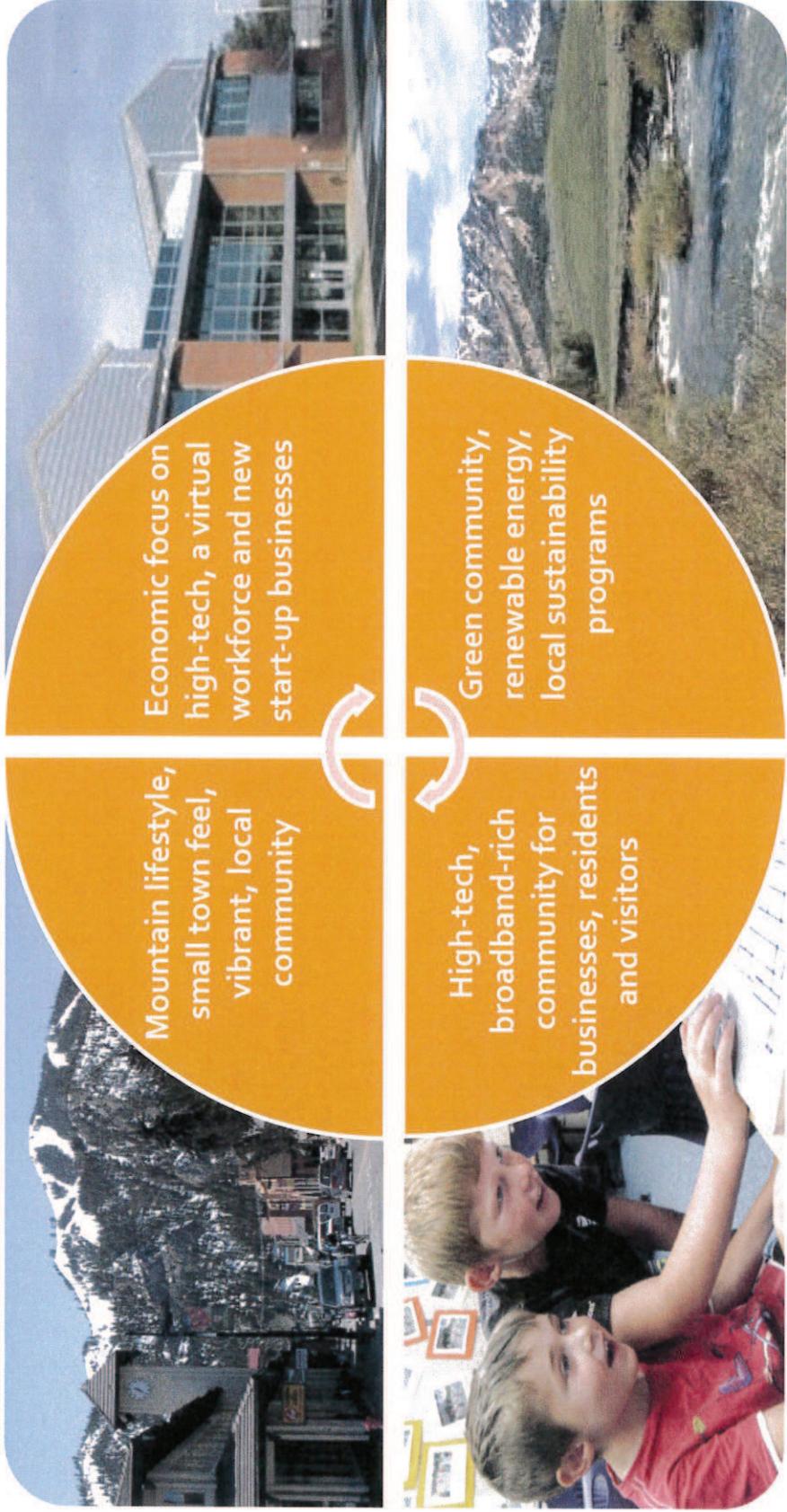
Magellan's Six Pillars of Rural Community Broadband Planning



Ketchum's Project Team

- **John Honker – Project Manager**
 - 17 years in government and broadband consulting
 - Managed over 50 community broadband projects
- **Kyle Hollifield – Senior Consultant**
 - 25 years in broadband and telecommunications
 - Past chairman of Fiber-To-The-Home Council
- **Courtney Violette – Senior Broadband Consultant**
 - Built and managed the first open-access municipal broadband network in Florida
- **Robert Beach – Senior Broadband Consultant**
 - Built and managed 450-mile government-owned broadband network, 100 community anchors connected

Building a Broadband Community in Ketchum



Review of Ketchum's Needs

- Develop a technology-enabled destination to live, work and play
- Support broadband and technology needs of the local community and seasonal populations
- Attract high-tech jobs that value Ketchum's quality of life
- Enable the virtual workforce – live in Ketchum, work anywhere
- Retain and strengthen existing business
- Enable seasonal population to “stay connected”
- Second homeowners – virtual presence/video surveillance

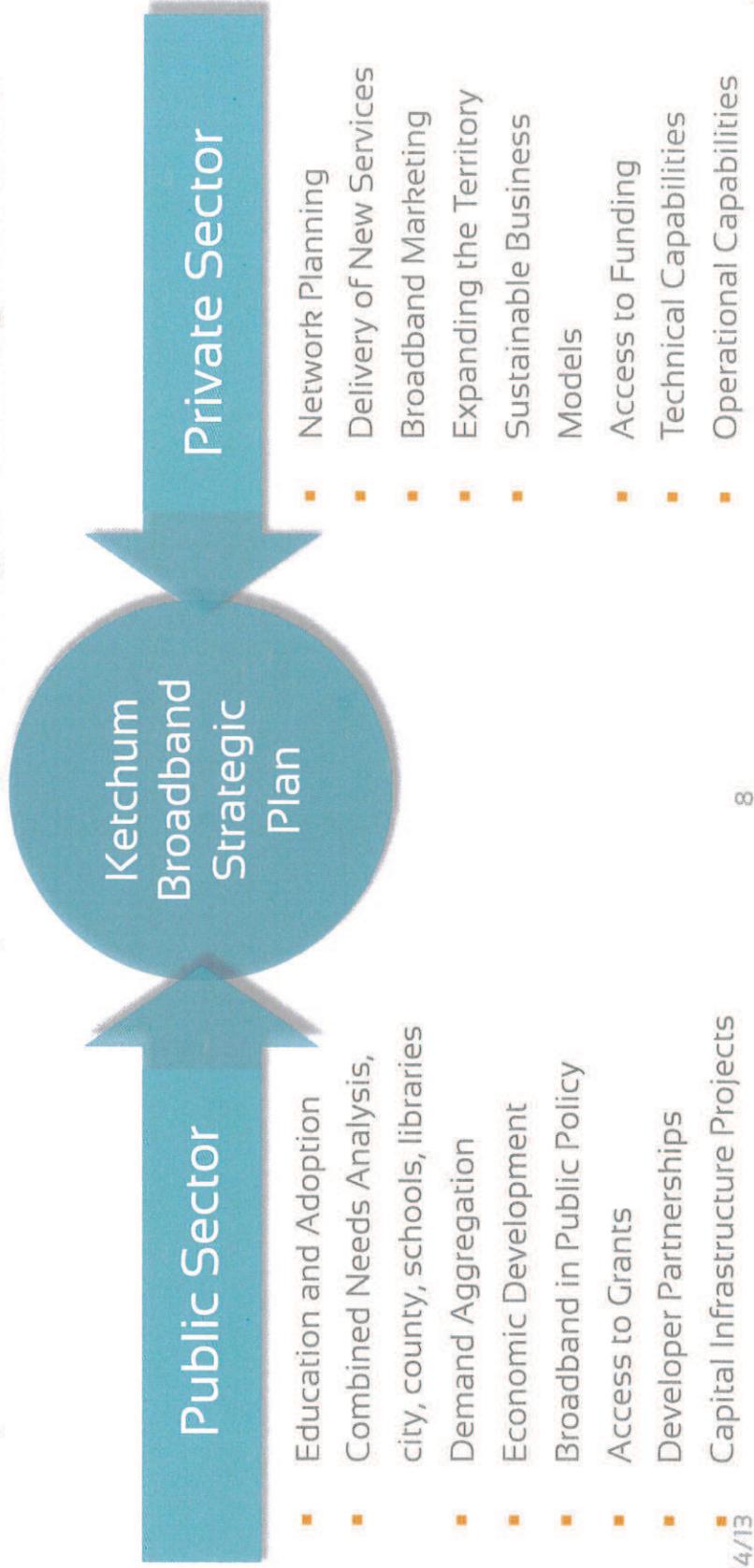


Current Broadband Issues

- Challenging topography – costly infrastructure development
- Fluctuating, seasonal demand – limited ROI for providers
- Small full-time resident population, high bandwidth needs
- Rural surrounding area – limited and costly backhaul/middle-mile
- Far away from major cities – no access to major data centers

Overcoming Broadband Issues

Develop a unified approach to broadband development between public and private stakeholders – focusing on strengths and key resources



Task 1: Refine Project Scope

- *Goal: Ensure that we identify all key aspects of the broadband planning process relevant to Ketchum*
 - Education primer to build a foundation for broadband
 - Develop messaging and outreach process
 - Define full list of community stakeholders
 - Define scope of infrastructure
 - Determine project milestones and timeline

Task 2: Community Profile and Broadband Inventory

- *Goal: Ensure that we understand all available infrastructure to identify the current state, collaboration opportunities and gaps*
 - Public broadband inventory
 - Private broadband inventory
 - "State of the Market" for Ketchum broadband

Task 3: Identify Broadband Demand

- *Goal: Determine the needs of all stakeholders over the 3, 7 and 10 year period so we can determine infrastructure needs in Ketchum*
 - Community education and outreach
 - Community surveys
 - Stakeholder interviews
 - Documentation of broadband needs

Task 4: Identify Key Issues for Broadband Expansion

- *Goal: Identify the core issues where community strategies may be used to improve broadband expansion*
 - Access and capacity
 - Public and private investment
 - Resident/Business affordability
 - Timing and roll-out
 - Adoption and usage

Task 5: Outline Community Strategies

- *Goal: Based on the core issues and long-term community needs, identify public and private strategies to expand broadband*
 - Public policy tools (land development, standards)
 - Capital projects and new developments
 - Grants and loans
 - Collaboration between the city, county, schools, private organizations
 - Alignment with private sector development
 - Demand aggregation between all stakeholders

Task 6: Recommendations on Wireless Access

- *Goal: Determine if existing wireless can supplement and promote broadband development in Ketchum*
 - Economic development opportunities – promote local businesses
 - Free access to incentivize technology use and adoption – “connected community”
 - Local online advertising – travel/tourism
 - Free access in key areas
 - Foundation for future wireless deployments

Task 7: Action Plan and Resources

- *Goal: Develop concise, achievable strategies that will allow Ketchum to achieve its 3, 7 and 10 year broadband goals*
 - Identify public/private partnership opportunities
 - Implement key policy decisions to promote broadband
 - Set education and awareness goals in the community
 - Collaborate with neighboring communities
 - Develop partnerships with LinkIDaho and other State/regional broadband programs
 - Identify and plan for grant and loan programs
 - Set metrics to measure success on 3,7 and 10 year periods

Project Timeline

Milestone	Completion Date
Project Kick-Off	March 25, 2013
Task 1: Refine Project Purpose	April 5, 2013
Task 2: Community Profile and Broadband Inventory	April 26, 2013
Task 3: Identify Broadband Demand	May 17, 2013
Task 4: Identify Key Issues for Broadband Expansion	May 31, 2013
Task 5: Outline Community Strategies	June 14, 2013
Task 6: Recommendations on Wireless Access	June 28, 2013
Task 7: Action Plan and Resources	July 12, 2013
Final Plan Delivery	July 19, 2013
Final Plan Review with Broadband Working Committee	July 26, 2013
Final Plan Presentation to City Council	After July 26, 2013



Thank You



CONSULTING AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of March, 2013, by and between the CITY OF KETCHUM, IDAHO, ("the City"), and Magellan Advisors ("the Consultant"), all described individually by name or as "Party" or jointly as "Parties".

WHEREAS, the City has initiated a broadband strategic planning effort; and

WHEREAS, the City established a Broadband Strategic Planning Committee in November 2012; and

WHEREAS, the Broadband Strategic Planning Committee has recommended that a consultant be hired to assist the Committee in the development of a broadband strategic plan and public education; and;

WHEREAS, the Committee interviewed four firms and recommends Magellan Advisors; and

WHEREAS, pursuant to the terms and conditions of this Agreement, the City desires to engage the Consultant, and the Consultant desires to be engaged by the City, to render certain technical and professional services described hereinafter.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between the Parties as follows:

1. Services To Be Rendered.

The Consultant hereby agrees to render and perform the technical and professional services described in Attachment B, "Proposal to the City of Ketchum Broadband Strategic Plan" and Attachment C, "Supplemental" copies of which are attached hereto and incorporated herein by reference, for the benefit of the Parties.

2. Consideration To Be Paid.

The City hereby agrees to pay the Consultant the sum not to exceed twenty four thousand and five hundred dollars (\$24,500) as consideration for the performance of the services that the Consultant is required to perform under Attachments B and C.

During the term of this Agreement, such total sum will be paid in installments as follows: the Consultant will provide the City at the end of key tasks outlined in Attachments B and C during which the Consultant performs services hereunder with an invoice setting forth the amount of the installment due for said tasks; the City shall pay the Consultant the amount set forth in such invoice no later than thirty (30) days after the date of such invoice.

3. Modification Of Services To Be Rendered.

The City hereby agrees that it may request that the Consultant change, add to, or delete the services the Consultant is required to perform hereunder, provided that any such change, addition to or deletion of said services shall be evidenced in writing, which writing shall be first approved and signed by a duly authorized representative of the City and of the Consultant and shall set forth any additional modifications in the terms of this Agreement (including, but not limited to, the compensation to be paid to the Consultant hereunder) resulting from any such change, addition or deletion as may be mutually agreed to by the Parties.

4. Consultant's Performance of Services.

The Consultant shall use its best efforts to perform the services required of it hereunder and shall supervise and secure, at its sole expense, all employees, agents, contractors and other personnel required to perform said services.

5. Duties of Parties.

All information, data and reports which the Consultant deems reasonably necessary for the performance of the services it is required to provide hereunder shall be furnished to the Consultant without charge by the City. The City shall also cooperate with the Consultant in every way possible as requested by the Consultant to aid it in the performance of the services to be rendered hereunder.

6. Term and Commencement.

The services that the Consultant is required to perform hereunder shall commence as soon as practicable after the execution of this Agreement by all Parties. The Consultant shall perform said services in an expeditious manner and in such sequence as the Consultant may determine. In any event, the Consultant shall complete the performance of the services required to be rendered by September 30, 2013, unless additional time is reasonably required to perform said services if they have been modified as provided for herein or if any delay in the performance of said services is caused by any occurrence which is beyond the reasonable control of the Consultant.

7. Termination of Agreement.

Any party to this Agreement may terminate this Agreement for cause by giving the other Parties written notice of such termination, which written notice shall specify an effective date of such termination which shall be at least thirty (30) days after the receipt of such notice by a party, unless a shorter period of time is mutually agreed to by the Parties. In the event of such termination, each party shall perform its obligations under this Agreement up to such effective date, and as of said effective date the Parties shall be discharged of any further obligation under this Agreement and this Agreement shall become null and void.

In the event of any such termination, all finished or un-finished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by the Consultant for the City under this agreement shall become the property of the City,

and the City shall be entitled to receive and retain copies of, and have access to, all such materials to the extent practicable.

8. Breach and Liquidated Damages.

In the event that any party materially breaches the provisions of this Agreement, the Parties hereby agree that the non-breaching party will only be entitled to the following liquidated damages as a result of any such material breach:

a. **If the City Materially Breaches.** If the City materially breaches the provisions of this Agreement, the Consultant shall only be entitled to any and all of the unpaid balance of the consideration required to be paid by the City to the Consultant under the provisions of Paragraph 2 and/or 7 of this Agreement and hereby waives and releases the City from any and all other claims and remedies, including consequential and incidental damages, to which the Consultant may be entitled at law or in equity as a result of such a material breach. The Consultant shall notify the City in writing of any alleged breach and give the City ten (10) days from the date of notification in which to cure the breach before proceeding under this paragraph.

b. **If the Consultant Materially Breaches.** If the Consultant materially breaches the provisions of this Agreement, the City shall only be entitled to the recovery of any and all of the consideration paid to the Consultant by the City under the provisions of Paragraph 2 of this Agreement and hereby waives and releases the Consultant from any and all other claims or remedies, including consequential and incidental damages, to which the City may be entitled at law or in equity as the result of such material breach. The City shall notify the Consultant in writing of any alleged breach and give the Consultant ten (10) days in which to cure the breach before proceeding under this paragraph.

9. Confidentiality of Reports.

Unless otherwise required by law, any reports, data or other similar information given to or prepared or assembled by the Consultant under this Agreement which the City request 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.

10. Ownership and Use of Studies.

The Parties agree that any study produced by the Consultant pursuant to this agreement is an instrument of service, and not a work for hire for purposes of the Federal Copyright Act. The Consultant shall retain the copyright (including the right of reuse) whether or not the study is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Consultant for the City under this Agreement. The Consultant assigns to the City the right to duplicate and distribute all such studies for all governmental purposes, but such right does not extend to the duplication of any such study by any party for private financial gain. The Consultant expressly reserves the right to bring action for

copyright infringement against any one who appropriates any such study or any of the contents therein for personal gain. The Parties agree that all copies of such studies distributed will contain the Consultant's copyright notice. This Section shall not be construed to limit the Parties ability to comply with Idaho Public Records Act. The Parties shall have the ability to duplicate and provide copies of any study to the public in conformance with the Idaho Public Records Act.

11. Consultant Is An Independent Contractor.

The Parties hereby agree that the Consultant is an independent contractor, and not an employee of the City, and that nothing contained in this Agreement shall constitute or designate the Consultant or any of its employees, agents or contractors as employees of the City.

12. Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered hereunder if mailed by first class mail, postage prepaid, to the respective Parties at the respective addresses:

- a. City: City of Ketchum
P.O. Box 2315
Ketchum, ID 83340

- b. Consultant: John Honker
Magellan Advisors
1000 South Pointe Drive Suite 703
Miami, FL 33139

13. Modification.

No change or modification of this Agreement shall be valid or enforceable unless the same shall be in writing signed by all of the Parties hereto.

14. Benefit.

This Agreement shall bind and inure to the benefit of the Parties hereto, and their respective successors and assigns.

15. This Agreement.

This Agreement cancels, terminates and supersedes all prior agreements of the Parties respecting any and all subject matter contained herein. More than one copy of this Agreement may have been duly executed by the parties hereto, and each such duly executed copy shall be deemed an original.

16. Headings and Gender.

The headings of the paragraphs and subsections herein are included solely for convenience of reference, and if there is any conflict between such headings and the text of this Agreement, the text shall control. The gender of pronouns used herein, if any, may include any other gender, and the singular may include the plural (or vice versa) if the circumstances so require.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

CITY OF KETCHUM, IDAHO

MAGELLAN ADVISORS

By: _____
Randy Hall
Mayor

By: _____
John Honker
Project Manager

DATE: _____

DATE: _____