

PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and Strategic Networks Group, Inc. (“Contractor”).

RECITALS

A. The City is in need of personal services for a Broadband Economic Case and Market Demand Assessment and Contractor represents that it is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to Broadband Economic Case and Market Demand Assessment and Contractor accepts such engagement. The principal contact for Contractor shall be Michael Curri, President, SNG, phone (202) 558-2128.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

3. Term. Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on March 31, 2022. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

4. Compensation. The terms of compensation for the initial term shall be as provided in Attachment C.

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor’s cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

5.3 The City may suspend or withhold payments if Contractor fails to comply with any requirement of this Agreement.

5.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

6. Document Ownership. Contractor shall retain all common law, statutory and other reserved rights, including copyrights, in all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement, except that all copies of such plans, designs, calculations and other documents and renditions provided to City shall become the property of City who may use them without Contractor's further permission for any lawful purpose related to the project. Upon execution of this agreement, Contractor grants to City an irrevocable, nonexclusive license to use Contractor's work products created through its services for the project. The license granted under this section permits City to authorize its contractors, subcontractors of any tier, consultants, subconsultants of any tier, and material or equipment suppliers, to reproduce applicable portions of the work products in performing services for the project. Any unauthorized use of Contractor's work product for purposes unrelated to the project shall be at City's sole risk and without liability to Contractor.

7. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: City of St. Helens
Attn: City Administrator
265 Strand Street
St. Helens OR 97051

CONTRACTOR: Strategic Networks Group, Inc.
Attn: Michael Curri, President
2-137 Second Avenue
Ottawa, Ontario, K1S 2H4 Canada

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

8. Standard of Care. Contractor shall comply with the applicable professional standard of care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. Insurance.

9.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

9.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage without the written permission of City.

9.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City may charge the cost against any moneys due Contractor hereunder or for any other contract.

9.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required coverages. The policies shall contain an endorsement naming the City, its council members, officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

9.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

10. Termination.

10.1 Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Contractor under any of the following conditions:

10.1.1 If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of service. This Agreement may be modified to accommodate a reduction in funding.

10.1.2 If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

10.1.3 If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, suspended, revoked, or not renewed.

10.1.4 If Contractor becomes insolvent, if a voluntary or an involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

10.1.5 If Contractor is in breach of this Agreement, and such breach is not remedied as contemplated by Section 10.2 of the Agreement.

10.2 Breach of Agreement

10.2.1 Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor fails to remedy a breach within three (3) working days of its actual notice or receipt of written notice from the City, City may terminate that part of the Agreement affected by the breach upon written notice to Contractor, may obtain substitute services in a reasonable manner, and may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

10.2.2 If the breach is material and Contractor fails to remedy the breach within three (3) working days of receipt of written notice from the City, City may declare Contractor in default, terminate this Agreement and pursue any remedy available for a default.

10.2.3 Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this Section 10.2, Contractor shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Contractor to resume those services after determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

10.2.4 In the event of termination of this Agreement due to the fault of the Contractor, City may immediately cease payment to Contractor, and when the breach is remedied, City may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement, along with any additional amounts for loss and damage caused to the City by the breach, and withhold such amounts from amounts owed by City to Contractor. If the amount due Contractor is insufficient to cover City's damages due to the breach, Contractor shall tender the balance to City upon demand.

10.3 Termination for Convenience. City may terminate all or part of this Agreement at any time for its own convenience by providing three (3) days written notice to Contractor. Upon termination under this paragraph, Contractor shall be entitled to compensation for all services properly rendered prior to the termination, including Contractor's and sub consultants reasonable costs actually incurred in closing out the Agreement. In no instance shall Contractor be entitled to overhead or profit on work not performed.

11. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

12. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

13. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach. All waivers shall be done in writing.

14. Indemnification.

14.1 Liability of Contractor for Claims Other Than Professional Liability. For claims for other than professional liability, Contractor shall defend, save and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities or omissions of Contractor, its subcontractors, sub-consultants, agents or employees under this Agreement. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor.

14.2 Liability of Contractor for Claims for Professional Liability. For claims for professional liability, Contractor shall save, and hold harmless City, its officers, agents and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor, its subcontractors, sub-consultants, agents or employees in the performance of professional services under this Agreement. A claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City.

14.3 Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265.

15. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon.

16. Compliance with Law.

16.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

16.2 Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the services provided for in the Agreement and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor.

16.3 Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Agreement.

16.4 Contractor shall not permit any lien or claim to be filed or prosecuted against the City or its property on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien or claim so filed or prosecuted.

16.5 Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

16.6 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a subcontractor by any person in connection with the Agreement as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the Agreement. The payment of a claim in the manner authorized hereby shall not relieve the Contractor from his/her or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

16.7 If the Contractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement within 30 days after receiving payment from the City, the Contractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

16.8 Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

16.9 No person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:

16.9.1 Either:

16.9.1.1 For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

16.9.1.2 For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

16.9.2 For all work performed on Saturday and on any legal holiday specified in ORS 279C.540;

16.9.3 Contractor shall pay employees for overtime work performed

under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

16.10 The Contractor must give notice to employees who work on this Agreement in writing, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

16.11 All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

16.12 All sums due the State Unemployment Compensation Fund from the Contractor or any subcontractor in connection with the performance of the Agreement shall be promptly so paid.

16.13 Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

16.14 Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

16.15 The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.

16.16 If Contractor is a foreign contractor as defined in ORS 279A.120, Contractor shall comply with that section and the City must satisfy itself that the requirements of ORS 279A.120 have been complied with by Contractor before City issues final payment under this agreement.

16.17 If this Contract exceeds \$50,000, is not otherwise exempt, and includes work subject to prevailing wage, Contractor shall comply with ORS 279C.838, ORS 279C.840, and federal law.

16.18 Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.

16.19 Contractor shall ensure that any lawn and landscape maintenance, if applicable, shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

16.20 Contractor is a “subject employer,” as defined in ORS 656.005, and shall

comply with ORS 656.017.

16.21 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

16.22 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

16.23 Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.

17. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

18. Publicity. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

19. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

20. Assignment. This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

21. Mediation/Dispute Resolution

21.1 Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any arbitration or litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation or binding arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in the City of St. Helens, unless both parties agree in writing otherwise. If arbitration is selected by the parties, the parties shall exercise good faith efforts to select an arbitrator who shall be compensated equally by both parties. Venue for any arbitration shall be the City of St. Helens. Venue for any litigation shall be the Circuit Court for Columbia County.

22. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, expert fees and costs incurred therein at arbitration, trial and on appeal.

23. Records, Inspection and Audit by the City.

23.1 Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after City makes final payment on this Agreement and all other pending matters are closed.

23.2 Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

23.3 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within three (3) years after City makes final payment on this Agreement and all other pending matters are closed.

23.4 This Section 23 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

24. Force Majeure. Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

25. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

26. Severance. If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized undersigned agent, and Contractor has executed this Agreement on the date written below.

CITY:

CITY OF ST. HELENS

Council Meeting Date: _____

Signature: _____


Print: _____

Title: _____

Date: _____

CONTRACTOR:

Strategic Networks Group, Inc.

Signature:  _____

Print: Michael Curri

Title: President

Date: August 23, 2021 _____

APPROVED AS TO FORM:

By: _____

City Attorney



strategic
networks group

advancing economies in a digital world

Broadband Economic Case and Market Demand Assessment for Community Digital Infrastructure in St. Helens

**Prepared for:
City of St. Helens, Oregon**

August 23, 2021

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1. Introduction

Digital infrastructure is more than simply fast broadband. It is a platform for exchange and innovation so that all residents and businesses can participate in an increasingly online economy. SNG collects and analyzes internet connectivity and utilization data to assess the case for bringing investment to localities so they have the sustainable digital infrastructure they need to be connected in the new economy.

SNG's unique model builds an investment case for broadband by aggregating current – and more significantly – potential demand. Digital transformation converts potential demand into new online practices, which SNG's research has shown to, retain and grow local businesses, create new jobs, grows local economies, and improves local quality of life. This results in higher network revenue growth from new subscribers and higher network demand for Community Digital Infrastructure – which generates steady returns for the network and aligns investor goals with community needs.

It is essential for the long-term prosperity of any locality that all businesses and residents are able to participate equitably in the new economy. For local economic vitality and resiliency all businesses and residents must have the broadband they need and have the awareness and capabilities to use it effectively. Communities seeking better broadband need solutions now.

1.1 Growing the Local Economy and Network Demand

SNG will analyze the economic case for broadband and whether there is sufficient [network demand](#) from local economic growth to sustain a solid cash flow from a digital infrastructure investment. The market demand assessment includes:

- Current and [potential network demand](#) for broadband services
- Reliability and quality of service, including “Likelihood of changing provider” per Chart 1 below from SNG's statewide broadband assessment of Oregon – which shows a high likelihood of subscribers ready to switch to better service.
- Services for local utilities, anchor institutions (schools, municipal and county facilities, hospitals), etc.
- Potential demand for broadband and value-added services from under-utilization of online practices by local businesses and households, which through digital transformation will grow network demand for value-added services
- Dark fiber connections for larger enterprises
- Additional and new revenue streams from backhaul for LTE and future 5G deployments

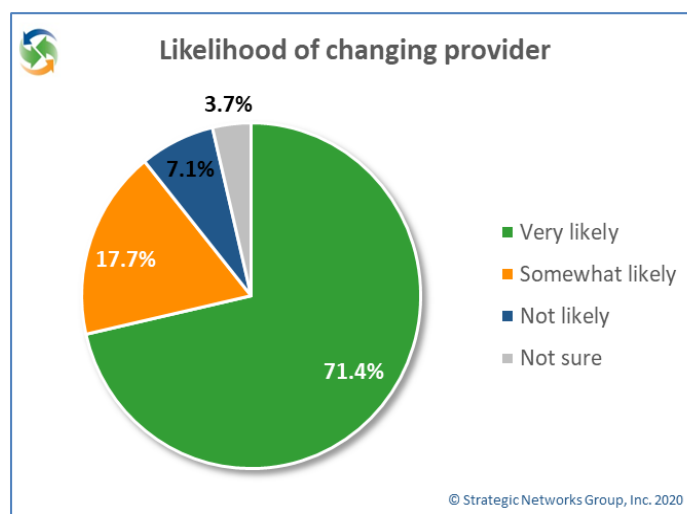


Chart 1: Likelihood of changing provider from SNG's statewide broadband assessment of Oregon, 2020.

Growing local network demand and community benefits that increase the economic case include:

- Economic growth and increased local GDP from increased local business competitiveness through business innovation, business attraction and retention, increased productivity, and businesses accessing new markets
- Cost reductions from spending on internet and telecommunications for existing and planned municipal/county facilities, as well as community anchor institutions, such as schools and libraries
- Retained and increased tax base from teleworking and home businesses, new employment opportunities, enhanced labor force skills, new income opportunities, and more.
- Broadband and telecommunication cost savings for households, which has a consumer surplus impact on local spending.
- Quality of life benefits from teleworking, schooling from home, telemedicine, etc. because broadband that is more affordable and reliable encourages people to come and stay in a locality rather than leave. See Chart 2 for example.
- Smart community service benefits and cost savings (facility management, smart grid, traffic and parking management, etc.)

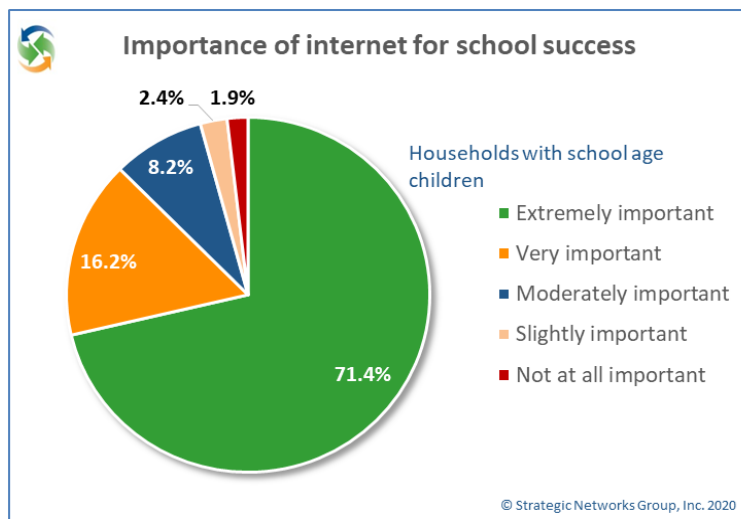


Chart 2: Importance of internet for school success from SNG's statewide broadband assessment of Oregon, 2020.

SNG brings industry-leading and proprietary tools and methods, unique experience and expertise to assess the economic case for investment, as well as identify and reduce potential risks with each candidate community.

1.2 Local Market Development and Network Sustainability through Community Engagement

Identifying opportunities in localities where there is alignment and buy-in is the first step for a Community Digital Infrastructure project. Developing the local broadband market drives local economic impacts and increases network sustainability. This has multiple facets that include:

- Strategic and tactical planning along with project management to develop and implement a customized plan that aggregates and drives local broadband demand.
- Engagement with local leaders and key stakeholders to identify common goals and issues, as well as ways to best create community awareness and buy-in.
- Conduct an extensive Broadband Impact and Market Assessment with local households, organizations, and businesses to understand local needs and transform potential demand into subscribers of value-added services.

- Develop an outreach and promotion plan to raise awareness across the community to engage households and businesses in understanding and adopting new online practices – which transforms potential demand for broadband into new subscriptions for value-added services

SNG's goal is for all businesses and residents in the community to have the broadband they need and have the awareness and capabilities to use it effectively. This starts with identifying goals, issues, gaps, barriers, and opportunities to move all within the community to the new economy through the **Digital Needs and Readiness Assessment**¹ recently completed for St. Helens.

SNG proposes to continue this focus on benefits to the community and its residents, to include:

1. **Economic Case Analysis** – Shows how reallocating existing local budgets plus addressing the 'why' of broadband can pay for digital infrastructure. We analyze up-front how community anchors (public and commercial) can realize new efficiencies from digital infrastructure, as well as which anchor applications (e.g., existing telecom and internet budgets, e-health, online education, smart community services) can drive network cash flows and community benefits. These are drivers for building an economic case for broadband – which is critical to underpin the investment when the unserved and underserved areas by themselves do not represent enough of a [business case for private sector investment](#). Like other infrastructure investments, the more local stakeholders understand how they individually benefit from digital infrastructure the greater their buy-in to the project and the process.
2. **Community Engagement and Strategic Planning** – Demonstrates to investors the community's commitment and ability to successfully support and execute project. Based on the **Economic Case Analysis** and discussions with local stakeholders, dependencies, contributions, and commitments will be identified to ensure project success. SNG provides a template of key project activities and stakeholder roles to partner and collaborate around common goals, driving take rates, ensuring a sustainable financial model, and achieving local economic and community benefits. Community engagement and strategic planning for the project includes identifying, committing, and scheduling:
 - In-kind contributions that have value and can reduce costs for the project, including: outreach and promotion (critical for driving local participation in the Broadband Impact and Market Assessment), marketing and communications, coordination, as well as hard assets such as facilities, pole attachments, rights of way, coordinating underground construction, existing fiber, etc.
 - Key organizations and institutions that can be "anchor tenants" and collaborators (e.g., municipal governments, school board, higher education, large commercial tenants)
 - Anchor applications that will drive utilization of the network (e.g., telehealth, online learning, regional marketplaces, smart community services)

¹ Digital Needs and Readiness Assessment engages community leaders to answer the 'why' of broadband by establishing a consensus on goals and issues that can be addressed through digital infrastructure. See: <https://sngroup.com/dnra-overview/>

- How broadband funding applications can be structured so they can complement and augment the private investment in digital infrastructure if and when the locality is awarded government funding. SNG recommends that localities proceed with [private investment to build digital infrastructure to not lose any additional time in bridging broadband gaps](#). In parallel, localities should apply for broadband funding once the application process is available.
3. **Broadband Impact and Market Assessment** - Gathering data from residents and businesses provides a baseline of facts, regarding the needs, service demand, gaps, opportunities, and issues that need to be addressed. This provides a foundation for driving infrastructure investment, as well as granular intelligence on gaps, barriers, and needs that are critical for marketing and sales.

The assessment provides community-wide data points and insights on why and how broadband can benefit local households, businesses, and the community. By quantifying local economy impacts and local quality of life benefits, the assessment collects the data needed to build an economic case for investing in broadband – which further engages stakeholders in the project. Before launching a broadband project, the Economic Impact and Market Assessment answers key questions, which include:

- Who wants broadband services and why?
- What are their barriers to overcome?
- How do people view the benefits – to them and to the locality?
- What impact will your project have on the locality?
- Are your goals aligned with local residents and businesses?

See: <https://sngroup.com/broadband-demand-market-assessment/>

The above methodology and process prepare the locality to go beyond simply getting faster internet. These are planning, community engagement, and local capacity building activities that are foundational to define and prepare the community for [digital transformation](#) and a successful digital infrastructure project. This process also benefits the investors and the network operator to ensure positive cash flows by gathering the market intelligence needed to grow the subscriber base and drive demand for value-added services. Most importantly, this process drives community benefits from those investments, for individual, for businesses, and the local economy.

2. Launching a Community Digital Infrastructure Project

2.1 Overview of Steps to Launch a Community Digital Infrastructure Project

The following table outlines the process that SNG will take with St. Helens to prepare for the community digital infrastructure project.

SNG's experience with implementing similar projects has taught us the importance of local alignment and commitment to a digital infrastructure project, active participation, and support of the process outlined below. This can include providing in-kind contributions to the project in terms of community engagement, making staff and support available, providing access to meeting venues, and implementing appropriate smart community solutions. It is also expected that communities demonstrate 'skin in the game' and investment in the process by contributing a nominal financial amount to data collection and preparation of reports that will be shared with the community.

Process and Project Milestones

SNG Deliverables	Cost	St. Helens Input / Contribution	Timeframe
1. Economic Case Analysis <ul style="list-style-type: none">Assessing community benefits of investing in digital infrastructureIdentify current connectivity and spending on telecoms by municipal organizations and anchor institutions	\$3,500	<ul style="list-style-type: none">Introductions to appropriate municipal staff and local community anchor institutions, e.g., schools, libraries, etc.	Weeks 1-6
2. Community Engagement and Strategic Planning <ul style="list-style-type: none">Develop community engagement planCreate statement of vision and goals for project based on economic case analysisDevelop strategy to incorporate public funds to complement and augment the private investment in digital infrastructureCreate messaging for outreach methodsEstablish partnership agreements as applicable	\$14,500	<ul style="list-style-type: none">Introduction to community leaders and stakeholdersIdentify stakeholders with connections to communities of interestEndorse outreach and promotion efforts across the community	Weeks 6-12

SNG Deliverables	Cost	St. Helens Input / Contribution	Timeframe
3. Broadband Impact and Market Assessment with sign-up module to capture committed demand using survey-based approach. <ul style="list-style-type: none"> • Customize eHousehold and eBusiness Checkups for data collection (online surveys) • Secure email contact lists, if available • Deploy eCheckups and manage data collection • Process and analyze data for current and potential demand – identify sign-up candidates • Prepare Impact and Demand Assessment report 	\$60,000	<ul style="list-style-type: none"> • Provide endorsement for community participation and communication • Assist with outreach to community members via municipal outreach channels • Assist with engaging stakeholders to reach out to their communities • Identification of appropriate smart community solutions • Review demand assessment results and identify any issues and resolutions to proceed. 	Weeks 12-26

3. SNG Experience

SNG is a globally recognized leader in working with communities and regions to identify, quantify, and drive the local benefits of broadband. Our clients (see Appendix 2) want to know what broadband can do for them.

Our research, analytics, and [Digital Economy Database](#) (DED) on broadband demand has enabled us to develop key insights and strategies to drive local economic growth and realize community benefits through broadband. SNG has amassed an industry-unique database of more than 85,000 records on how households, businesses, and organizations are connected, using, and benefiting from the internet. This data has been collected across North America, including statewide broadband demand assessments for ten American states.

SNG's unique capability to compare broadband data and benchmark use of online practices provides our clients the unique capability to uncover gaps, barriers, and opportunities on where client localities stand – and where they need to be with broadband. SNG's goal is to give localities the data points they need to build buy-in and move forward based on actionable intelligence. Moreover, quantifying community returns from digital infrastructure investments focuses attention on expected outcomes, which identifies and helps prioritize common goals to become a driver for engaging local stakeholders and organizations.

Profile of Strategic Networks Group, Inc.



Founded in 1998, Strategic Networks Group is globally recognized as the leader in helping communities and regions transform their economies through broadband, digital infrastructure, and smart community services.

SNG's mission is to help clients assess whether economic growth and community benefits outweigh the costs of broadband and digital infrastructure investments – and how to drive digital transformation for new

SNG's vision is that digital infrastructure is a platform for smart community services, local innovation, and community vitality. By taking a longer-term, community-benefits approach to investing in infrastructure, next generation connectivity can be made available ubiquitously and affordably—at SNG, we call this the economic case for investing in broadband and digital infrastructure.

With the empirical evidence that SNG collects, and the actionable intelligence for planning they develop for communities and regions, we help clients make evidence-based decisions, build buy-in, and start a process that plans for outcomes and engages the community and its providers to:

- Address gaps in digital infrastructure availability and use without raising taxes, nor taking on unsustainable debt
- Grow the market for digital infrastructure and drive network sustainability by driving demand for smart community and online business applications
- Identify opportunities to implement enhanced essential services (smart community/neighborhood services, telehealth, online learning, AI-based security solutions, transportation technology, IoT initiatives, etc.) that pay for themselves and enhance local quality of life

SNG has worked with public and private sector clients across North America to develop strategies and develop programs to assess and address their digital infrastructure challenges, with the goal of driving local economic growth and community benefits. Using its one-of-a-kind solutions, SNG measures and analyzes digital infrastructure use at the individual business, organization, and household level.

SNG is recognized as the world leader in the econometrics of broadband and digital infrastructure and how to maximize the benefits from online applications (which include Smart community services). Applying their proven methodologies (e.g. Digital Economy Benchmarking) across the globe, SNG helps countries, states, counties, and municipalities maximize the impacts of digital infrastructure investments.

Clients have used SNG's work to develop funding applications and legislation to fund digital infrastructure and regional development initiatives. For example, in 2017 the State of Tennessee passed a \$45-million Tennessee Broadband Accessibility Act after having hired SNG to conduct a current state assessment of digital infrastructure. By quantifying the economic and community benefits from

investments digital infrastructure and online services, SNG's clients have empirical evidence to build consensus on gaps that need to be addressed and make the case for investments where there is not enough of a business case for the private sector to invest.

3.1 SNG Overview and Experience

Founded in 1998, Strategic Networks Group is globally recognized as the leader in helping clients understand and drive economic and community benefits from investing in digital infrastructure and smart community initiatives. We work with communities and regions across North America and internationally, as well as federal government agencies, utilities, and economic and regional development agencies.

Our vision is that digital infrastructure is a platform for smart community services, local innovation, and community vitality. By taking a longer-term, community-benefits approach to investing in infrastructure, next generation connectivity can be made available ubiquitously and affordably – at SNG we call this the economic case for investing in digital infrastructure.

Our mission is to help communities and regions understand the local economic growth opportunities and quality of life improvements enabled by meaningful use of digital infrastructure and smart city services. With the empirical evidence that SNG collects and actionable intelligence for planning we develop for communities and regions, we help our clients make evidence-based decisions, build buy-in, and start a process that plans for outcomes and engages the community and its providers to:

- Address gaps in digital infrastructure availability and use without raising taxes, nor taking on unsustainable debt;
- Grow the market for digital infrastructure and drive network sustainability by driving demand for smart city and online business applications; and,
- Identify opportunities to implement enhanced essential services (smart city / neighborhood services, ehealth, elearning, AI-based security solutions, transportation technology, IoT initiatives, etc.) that pay for themselves and enhance local quality of life.

SNG has worked with public and private sector clients across North America to develop strategies and develop programs to assess and address their digital infrastructure challenges, with the goal of driving local economic growth and community benefits. Using its one-of-a-kind solutions, SNG measures and analyzes digital infrastructure use at the individual business, organization, and household level.

SNG is recognized as the world leader in the econometrics of digital infrastructure and maximizing the benefits from online applications (which include Smart City services). Applying our proven methodologies (e.g. Digital Economy Benchmarking) across the globe, we help countries, states, counties, and municipalities maximize the impacts of digital infrastructure investments. We are the leading consulting firm in the United States in assessing the state of digital infrastructure and its use

"SNG's Research and Report helped lay the foundation for the passage of the 2017 Broadband Accessibility Act to deregulate, invest, and educate to increase broadband access and adoption in Tennessee."

Amanda Martin, Director
Tennessee Broadband Office
State of Tennessee

across nine American states. Clients have used SNG's work to develop programming and legislation to fund digital infrastructure and regional development initiatives. For example, in 2017 the State of Tennessee passed a \$45 million Tennessee Broadband Accessibility Act after having hired SNG to conduct a current state assessment of digital infrastructure.

By quantifying the economic and community benefits from investments digital infrastructure and online services, our clients have empirical evidence to build consensus on gaps that need to be addressed and make the case for investments where there is not enough of a business case for the private sector to invest.

Examples of SNG Projects

- [Making the case to build digital infrastructure: Custer County, Colorado](#) – conducted assessment of the economic case to invest in digital infrastructure for a rural county. Findings were used to make the case for Federal and State funding of broadband infrastructure.
- [Broadband Market Assessment: City of Highland, Illinois](#) – assessed the broadband market and developed a plan to augment the business case for a local internet service provider
- Further SNG project examples available upon request

Client Impact Statements

SNG offers local stakeholders global experience and specialization in broadband economics to build regional knowledge and capacity. The following are quotes from two of our clients.

“North Carolina has access to Strategic Network Group’s world-class solution set to analyze broadband utilization and its impacts. SNG provides e-NC a strategic advantage to support North Carolina communities’ regional economic development efforts.”

—Jane Smith Patterson, Executive Director, e-North Carolina Authority

“A detailed look at how businesses and other organizations use broadband is essential to developing strategies to help the internet contribute to productivity. The Strategic Network Group’s analysis provides insight for different kinds of businesses and organizations in different regions to help Illinois get the most out of high-speed connectivity.”

—John Horrigan, Research Director, Broadband Illinois
Associate Director, Research, Pew Internet and American Life Project

List of Select SNG Clients

Industry Canada
Infrastructure Canada
Government of Ontario
Ontario Management Board Secretariat
Town of Tillsonburg
State of Oregon Broadband Office
Tennessee Department of Economic and Community Development

Oregon Business Development Department
Department of Commerce, North Carolina
Partnership for a Connected Illinois
Kansas Statewide Broadband Initiative
Office of Broadband Outreach and Development, Commonwealth of Kentucky
Highland Communication Services, City of Highland, Illinois
West Carolina Tel (WCTEL), South Carolina
OneCommunity
IBM
North Georgia Network
e-North Carolina Authority, North Carolina
Knight Center of Digital Intelligence
Conference Board of Canada
CISCO Networking Academy
Department of Broadband, Communications and the Digital Economy, Australia
British Telecom (United Kingdom)
State of Louisiana
Department of Trade and Industry, United Kingdom
Canadian International Development Agency
Fiber Broadband Association (previously Fiber to the Home Council Americas)
Corning Optical Communications

3.2 SNG Team

Michael Curri – Project Lead



Project Assignments

Project lead and economic impact analysis

Education

Master of Arts, Economics, University of Waterloo, 1997

Bachelor of Science, Economics, Dalhousie University, 1993

Professional History

Mr. Curri has over 20 years of experience with broadband, the digital economy, and digital transformation working with governments at all levels (municipal, state, federal) and private sector broadband providers. SNG, which he founded in 1999, is recognized as an industry leader in assessing and driving economic and community benefits from investments in broadband and digital infrastructure.

Mr. Curri's approach is based on his experience that for broadband to be effective and transformational, it is essential to personalize the value of broadband at an individual level within localities and ensure that businesses and households have the tools they need to fully leverage technology. Mr. Curri leads a team of experienced specialists to help clients create measurable economic impacts and jobs by using broadband and digital infrastructure as a platform for innovation and community vitality.

Related Experience

Mr. Curri lead the SNG team to work with communities, regions, and States – including eleven (11) state-wide broadband market research to identify gaps, barriers, and opportunities. In addition, in working with localities and States, SNG prepared strategic and community engagement plans to help them better market and leverage their broadband for local economic development and improving local quality of life.

Working with rural Custer County, Colorado, Mr. Curri used findings from the April-May 2018 data collection and combined them with Colorado Department of Labor data, to develop six typologies that represent the most significant demographic groups within Custer County – currently and going forward. The six groups were characterized with typology analyses on what broadband could and should mean to each of them to personalize the value of broadband to their needs and wants – critical for network uptake and local growth.

With a vision to revitalize communities and regions by enabling them to more effectively participate in an increasingly digital economy, Mr. Curri has consulted and led on projects across North America, Europe, the Caribbean, and Asia. He regularly presents at national broadband conferences across North America.

Having worked with ten (10) State Broadband Authorities to assess and addressing broadband gaps, especially in rural areas, Mr. Curri brings unique experience and expertise for the enhancement and development of broadband initiatives.

Gary Dunmore – Research and Analysis



Project Assignments

Network requirements analysis

Education

Bachelor of Applied Science, Electrical Engineering, University of British Columbia, 1978

Professional History

Mr. Dunmore is an engineer (electrical) and business analyst with over 20 years of experience in the telecommunications industry and a proven track record in helping service providers define new business opportunities for service deployment. He has proven leadership skills in project planning, team management and project management developing successful business cases for a wide variety of telecom and internet operators across North America.

Since 1994, Mr. Dunmore has worked on telecommunications services and service deployment planning with telecom service providers. To assist decision-making, he has helped clients identify new opportunities for growth, market and revenue potential; develop the best solution for their network; and construct solid business cases and risk analysis for investment decisions.

Related Experience

Mr. Dunmore has provided project management leadership as well as leading the research and analysis methodologies on the majority of SNG projects over the past 15 years. Mr. Dunmore has also led the

development of SNG's innovative service applications that put SNG's research to work for clients. Prior to joining Strategic Networks Group, Mr. Dunmore spent over 20 years with Nortel Networks in Ottawa and Toronto.

Deb Watts – Broadband Planning and Community Engagement



Project Role

Community outreach and engagement and digital inclusion planning

Education

BS Molecular Biology from NC State University

MS Molecular Biology from Emory University

MBA and Ph.D (in progress) at the University of NC at Chapel Hill

Certifications: Cross Boundary Governance at the Kennedy School of Government at Harvard University; Certified trainer for NC REAL Entrepreneurship; certified trainer for UPRI Center for Rural Entrepreneurship

Professional History

Deborah T. Watts' career focus is on using technology and research to spur economic and community development. Watts spent 15 years as senior partner at Technology Development Group where she was instrumental in designing, managing and evaluating technology-based economic development initiatives that spanned sectors, geographies and technologies. Areas of expertise include business incubation, technology entrepreneurship, technology transfer/ adoption and program evaluation at local, state, national and international levels.

From 2001-2015, Ms. Watts served as Sr. Director for Research and Development for North Carolina's state broadband authority. In this role Watts was responsible for designing, funding and evaluating national best practice models for increasing broadband Internet access and utilization, including business and technology development centers, transactional e-government utilization, grassroots connectivity strategic planning initiatives and strategic broadband policy planning for North Carolina. Ms. Watts has been especially interested in exploring through research, experimental pilot programs and comprehensive and inclusive planning efforts ways to best extend the benefits of broadband to the community through technology adoption efforts targeting underserved and vulnerable populations – rural, elderly, disabled, and economically disadvantaged.

Related Experience

Ms. Watts has extensive hands-on experience working with communities to assess current status of broadband adoption and use; in identifying and quantifying the size and nature of challenges contributing to digital inequities; and working closely with community partners to craft and implement digital inclusion efforts customized to the local context. Ms. Watts is a skilled project evaluator, including a pivotal role in a multi-year evaluation of broadband technology projects funded by the Appalachian Regional Commission.

ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract. It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	YES – SNG has general liability insurance of \$2million
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES/NO – not applicable as not on site
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here <u>NA</u> State the reason it is not applicable: <u>SNG does not have employees in Oregon</u>		NO
Professional Liability	Per occurrence Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	YES – SNG has professional liability insurance of \$2 million

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Professional liability insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured.

Certificates of Insurance shall be forwarded to:

City Administrator
City of St. Helens
265 Strand Street
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Agreement have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Agreement. Such certificates and/or binders must be delivered prior to commencement of the Services.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Agreement.

ATTACHMENT C Terms of Compensation

Cost Summary

Project Stage	SNG Cost
1. Economic Case Analysis	\$3,500
2. Community Engagement and Strategic Planning	\$14,500
3. Broadband Impact and Market Assessment	\$60,000
Total:	\$78,000

*SNG offers our services for these strategic and tactical planning, along with program management services at a rate of \$125 per hour for each SNG team member.

Proposed Payment Schedule

Payment Milestones	Amount	Date
Contract Signing	\$10,000	30 Aug 2021
Economic Case Analysis	\$3,500	8 Oct 2021
Community Engagement and Strategic Planning	\$9,500	19 Oct 2021
Broadband Impact and Market Assessment		
• Data Collection Tools Ready	\$10,000	
• Data Collection Complete	\$20,000	19 Nov 2021
• Broadband Impact and Market Assessment Report	\$25,000	17 Dec 2021
Total	\$78,000	

Proposal pricing valid for 15 days from date of issue. Payment Terms: Net 15 days from the date of invoice or receipt of deliverables, whichever is later.