



Contract Coversheet

Contract: C2100852
Amendment: N/A

Supplier Magellan Advisors LLC	Department Public Works	Originator Mary Newby	
Classification Consultant Agreement	Project Name Municipal Broadband Study	Project Manager Eric Johnston	
Original Amount \$99,750.00	Maximum Amount	Total Agreement Change	Current Amendment Amount
Type SM - Services/Mixed	Structure ST - Standard	Agreement Type STANDARD - Standard Contract Agreement/Terms	
Termination Date 12/31/2022	Amended Termination Date	Compliance Type Insurance Certificate Attached	
Retainage %	Retainage Comments		
Renewal Date	Renewal Notes		

9/30/21

Additional Contract Notes:

Magellan Advisors LLC - Municipal Broadband Study - Insurance Expires 4/12/2022

Contacts:

Eric Johnston - ecjohnston@cob.org
Iris Kaneshige - iskaneshige@cob.org
Greg Laudeman - GLaudeman@Magellan-Advisors.com
Jory Wolf - JWolf@Magellan-Advisors.com
Devora Rodriguez - DRodriguez@Magellan-Advisors.com
Melanie Downing - MDowning@Magellan-Advisors.com
Contracts - contracts@cob.org
PWFIN - pwfinsrvctr@cob.org

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**AGREEMENT FOR CONSULTANT SERVICES
CITY OF BELLINGHAM -- MAGELLAN ADVISORS, LLC
MUNICIPAL BROADBAND STUDY / 20B-2021**

The **CITY OF BELLINGHAM**, a first-class municipal corporation of the State of Washington, located at City Hall, 210 Lottie Street, Bellingham, Washington, 98225 (hereinafter the "City"), and **MAGELLAN ADVISORS, LLC**, 450 Alton Road, #1402, Miami Beach, Florida, 33139 (hereinafter the "Consultant"), in consideration of the mutual covenants herein, agree as follows:

I. **OBJECTIVE.** The objective of this Agreement is to assist the Bellingham Broadband Advisory Workgroup in making recommendations to the City Council on the expansion of the existing Municipal fiber network to the community. Municipal Broadband Study (hereinafter the "Project" as further set forth in Article III. below).

II. **RESPONSIBLE OFFICERS.**

- A. The City designates Eric Johnston, Public Works Director, as its Project Manager for the Project. The Project Manager is the City's liaison officer to the Consultant for all purposes in carrying out the Project.
- B. The Consultant designates Greg Laudeman as its Representative for the Project. The Consultant's Representative is its liaison officer to the City for all purposes in carrying out the Project.

III. **SCOPE OF WORK UNDERTAKEN BY CONSULTANT AND PROJECT**

SCHEDULE. Consultant agrees to carry out the following work (hereinafter "the Project") to the satisfaction of the Project Manager:

Provide a financial feasibility study including a cost/benefit analysis, risk assessment, implementation strategies and other financial metrics of a potential municipally owned

broadband deployment options. The primary focus is on fiber optic and associated infrastructure. See Exhibit "A" attached and incorporated herein by this reference.

IV. PAYMENT.

- A. The maximum payable to the Consultant under this Agreement is \$99,750.00, which amount shall be inclusive of any State sales tax payable by Consultant and any reimbursable expenses.
- B. Payments to the Consultant will be made monthly for work done during the previous month, based on invoices submitted to the Project Manager. A short narrative progress report shall accompany each invoice, which report shall discuss any problems or potential causes for delay, with the status of the Project, amount of work completed, and other relevant information.
- C. The cost records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City or any other governmental agency with jurisdiction for a period of three (3) years after final payment.
- D. The basis for payment hereunder is: See payment schedule attached hereto as Exhibit "B" and expense guidelines attached hereto as Exhibit "C".

V. CHANGES AND ADDITIONAL WORK.

- A. Upon request of the City, the Consultant shall make such revisions in work done under this Agreement as are necessary to correct errors or omissions appearing therein and make such other minor revisions as are reasonably requested, without additional compensation therefor.
- B. The City may, at any time, by written order direct the Consultant to revise portions of the Project work previously completed in a satisfactory manner,

delete portions of the Project, make other changes within the general scope of the services or work to be performed under this Agreement, or request other additional work not reasonably implied by the scope of work. If such changes cause an increase or decrease in the Consultant's cost of or time required for performance of any service under this Agreement, an equitable cost and/or completion time adjustment shall be made, and this Agreement shall be modified in writing accordingly. The Consultant must assert any claim for adjustment under this section in writing within thirty days from the date of receipt by the Consultant of the notification of change.

- VI. INFORMATION AND WORK PROVIDED BY THE CITY.** Such data as is possessed by the City and is useful or necessary to the Consultant in order to carry out the Project shall be turned over to the Consultant at a time and place mutually convenient. The Consultant is entitled to rely on the data provided. Except as specifically provided in this section, the City is not required to retain additional consultants, do research or obtain additional data for use by the Consultant at the City's expense.

Exceptions are as follows: None

VII. CONSULTANT'S STUDIES, REPORTS AND WORK PRODUCT.

- A. The Consultant shall prepare such information and studies as may be pertinent and necessary, or as may be requested by the City, in order that the City may pass critical judgment on the features of the work. Compliance with the foregoing provision shall not constitute additional work as described in this Agreement.
- B. All documents, maps, and other materials of whatever kind prepared by the Consultant pursuant to this Agreement shall be deemed property of the City upon completion of the Project or termination of this Agreement. The

Consultant may keep file copies of its work product, but shall retain no other rights of ownership therein.

VIII. TIME OF BEGINNING AND COMPLETION.

- A. The Consultant shall not begin work under the terms of this Agreement until authorized in writing by the City's Project Manager. The completion time for all work under this Agreement shall be December 31, 2022.
- B. Established completion time is a material part of this Agreement and shall not be extended because of any unwarranted delays attributable to the Consultant. However, it may be extended by the City in the event of a delay attributable to the City or because of unavoidable delays caused by an act of God or other conditions beyond the control of the Consultant.

IX. RELATIONSHIP OF THE PARTIES; SUBCONTRACTING.

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, gift or contingent fee.
- B. During the term of this Agreement, the Consultant shall not engage, on a full-time, part-time, or other basis, any professional or technical personnel who are, or have been at any time during the term of this Agreement, in the employ

of the City (except regularly retired employees) without written consent of the City.

- C. This Agreement is for the performance of professional services. The parties intend that the Consultant shall be an independent contractor in the performance of services rendered pursuant hereto. To this end, Consultant represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, has established or will timely establish an account with the State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.
- D. Any and all employees of the Consultant while engaged in the performance of any work or services required by the Consultant under this Agreement shall be considered employees of the Consultant only and not of the City. Any and all claims that may or might arise under the Workers Compensation Act on behalf of said employees while so engaged on any of the work or services to be rendered herein shall be the sole obligation and responsibility of the Consultant.
- E. None of the services covered by this Agreement shall be subcontracted by the Consultant without the prior written consent of the City, executed by its Project Manager. The Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the provisions of this Agreement, and subcontractors shall be deemed to be bound by all the terms hereof.

X. CONFLICT OF INTEREST.

- A. Consultant covenants that it presently has no pecuniary or proprietary interest and shall not acquire any such interests, direct or indirect, which conflicts in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person or subcontractor having such interest shall be employed.
- B. No members of the City government, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project shall have any personal interest, direct or indirect, in this Agreement.

XI. DISPUTE RESOLUTION, ATTORNEYS' FEES, AND APPLICABLE LAW.

- A. The City and the Consultant shall give each other prompt notice of any development either observes or becomes aware of which affects the scope or timing of the Project or involves any defect in the work of Consultant, or its contractors or subcontractors. In the event of material disagreements between the City's Project Manager and the Consultant's Representative arising out of this Agreement, the issue shall be addressed at meetings between the parties, which shall in such case also include at least the Project Manager and the Consultant's Representative (or equivalent), all of whom shall use their best efforts to timely resolve the dispute.
- B. In the event of litigation to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
- C. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of Whatcom County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement without recourse to any principle of Conflicts of Laws.

XII. TERMINATION.

- A. In the event of the death of a member, partner, or officer of the Consultant, or any of its supervisory personnel assigned to the Project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement if requested to do so by the City in its sole discretion.
- B. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to City budgetary constraints, and prior to its normal completion, the City may summarily terminate this Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination provision of this Agreement. Termination under this Section shall be effective upon receipt of written notice thereof. Nothing herein prevents Consultant from being paid sums, duly documented, for work performed prior to termination.
- C. Should either party hereto believe that the other has failed to substantially perform all or a material part of its obligations under the Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination under this subparagraph, the Consultant shall be paid an amount, in the discretion of the Project Manager, which takes into account actual costs incurred by the Consultant in performing the Project work to the date of termination, the amount of work originally required which was satisfactorily completed to the

date of termination, the cost to the City of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the City of the Project work which has been performed to the date of termination. In no event shall the Consultant receive an amount based on anticipated profit on unperformed services or other work.

- D. Upon receipt of a termination notice, the Consultant shall promptly discontinue all services affected unless the notice directs otherwise, and shall promptly deliver or otherwise make available to the City all data, drawings, specifications, calculations, reports, estimates, summaries, and such other information and materials as the Consultant or its subconsultants may have accumulated in performing this Agreement, whether completed or in progress, and shall also make available all equipment and/or materials purchased specifically for the Project where the City has reimbursed the Consultant therefor. The City may thereafter, at its sole option, take over the work and prosecute the same to completion by whatever means it chooses. Consultant shall have the right, during the termination notice period, to complete such analyses and records as necessary to place its files in order and, when necessary for protection of its professional reputation, to produce a report of services completed to the date of termination.
- E. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

XIII. LEGAL RELATIONS AND INSURANCE.

- A. The Consultant shall comply, and shall ensure its subconsultants comply, with all City ordinances and resolutions, and federal and state grant agreements and local laws, regulations and ordinances applicable to the work and services to be performed under this Agreement.

- B. The Consultant shall defend, indemnify and hold harmless the City, its officers, employees, principals and agents from any and all injury or damage to the City or its property, and also from all claims, demands, causes of action, or suits of any kind that arise directly or indirectly out of, incident to, or due to any actual or alleged negligence, intentional tort, or breach of duty by the Consultant, its agents, employees, representatives or subcontractors in performing work and services under this Agreement, except for injuries and damages caused by the sole negligence of the City.
- C. In the event any claim, suits, or actions result from the concurrent negligence of (a) the City or the City's agents or employees and (b) the Consultant or the Consultant's agents or employees, the defense and indemnity provisions in the preceding paragraph of this section shall be valid and enforceable only to the extent of the Consultant's negligence or the negligence of its agents and employees.
- D. The Consultant specifically agrees to defend and indemnify the City from claims or suits brought by Consultant's own employees against the City. For this purpose, Consultant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts. This waiver has been mutually negotiated by the parties.
- E. The City's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
- F. Prior to execution of the Agreement, the Consultant shall file with the City appropriate evidence of insurance from insurer(s) certifying to the coverage of all insurance required herein and which will be subject to approval by the City.

In the event that the Consultant is unable, through no fault or neglect, to maintain such insurance, the City shall have the right to terminate the Agreement pursuant to paragraph XII after giving the Consultant a reasonable opportunity to find alternate insurance coverage acceptable to the City. All insurance policies shall be endorsed to require the insurer to provide thirty days' notice of cancellation.

- G. The Consultant shall require that all subcontractors obtain and maintain comprehensive general liability, professional liability and workers compensation insurance appropriate and applicable to the scope of work and services to be performed by such subconsultants. It shall be the responsibility of the Consultant to initially determine the appropriate and applicable insurance coverage, which will be submitted to the City for approval. The Consultant shall furnish to the City insurance certificates for all subcontractors.
- H. The Consultant shall obtain and maintain the minimum limits of liability insurance set forth below. By requiring such minimum limits, the City shall not be deemed to have assessed the risks which may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and, if it deems it appropriate and prudent, maintain greater limits. The insurance of the Consultant shall be primary and non-contributory with any insurance for which the City is a named insured. The City and its officials and employees shall be named as additional insureds on all liability insurance policies (together with the required endorsement), except professional liability insurance. Said insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Such policies shall provide the coverage required as follows for any and all occurrences arising out of the Consultant's performance under this Agreement:

1. Broad form Commercial General Liability, affording limits of liability of \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage and \$2,000,000.00 in the aggregate.
2. Automobile liability affording limits of liability of \$1,000,000.00 as a combined single limit per accident for bodily injury and property damage.
3. Professional liability insurance, affording limits of liability of \$1,000,000.00 in the aggregate covering all professional activities performed under this Agreement. If the insurance maintained by the Consultant is maintained on a "claims made" basis rather than an occurrence basis, said insurance shall be continued by the Consultant until at least five years after the date of the completion of the Project.
4. Workers Compensation coverage as required by the laws of the State of Washington.

Except with regard to Professional Liability Insurance and Workers Compensation coverage, all insurance coverages required under this Agreement shall include a waiver of subrogation against the City for losses arising from work performed by the Consultant.

XIV. ASSIGNMENT. The Consultant shall not sublet or assign any of the work covered by this Agreement without the prior, express written consent of the City.

XV. ENDORSEMENT ON PLANS. If this Agreement involves design for a construction project, the Consultant shall place the endorsement of a licensed engineer or architect on all plans, specifications, estimates or any other design data Consultant furnishes. In any event, all materials prepared by the Consultant hereunder are property of the City, and Consultant retains no right of ownership or copyright therein.

XVI. EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES: The Consultant agrees that it will comply with all State and local non-discrimination laws and

regulations in effect at the time this Agreement is executed. The Consultant shall comply with all Federal non-discrimination laws and regulations if any of this Agreement is financed with Federal funds.

XVII. COMPLIANCE WITH LOCAL LAWS: The Consultant shall be duly licensed (including Business Registration with the City of Bellingham) and shall comply with all applicable laws, ordinances, and codes of the State and local governments.

XVIII. EFFECT OF ACCEPTANCE OF THE WORK. Approval of plans, specifications or other documents shall not constitute nor be deemed a release of the responsibility of the Consultant, its employees, subcontractors, or agents for the accuracy and competency of their work, nor shall such approval be deemed to be an assumption of such responsibility by the City for any defect in the work prepared by the Consultant, its employees, subcontractors, or agents.

XIX. ACCOUNTING AND AUDIT: The Consultant agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles. The financial records shall be made available to representatives of the City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the City shall designate.

XX. NOTICE. Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth herein below:

City: City of Bellingham
210 Lottie Street
Bellingham, WA 98225

Attn: Eric Johnston, Public Works Director

Consultant: Magellan Advisors, LLC
450 Alton Road, #1402
Miami Beach, Florida, 33139

Attn: Greg Laudeman

XXI. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all other prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed document in writing pursuant to this Agreement.

EXECUTED, this 15 day of September, 2021, for the Consultant.



Authorized Signature

John Honker, President & CEO

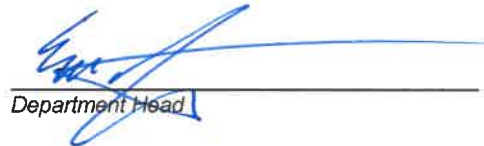
Printed Name and Title

EXECUTED, this 30 day of September, 2021, for the CITY OF
BELLINGHAM:



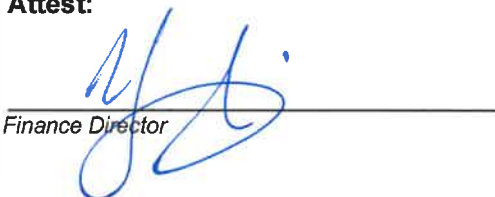
Mayor

Departmental Approval:



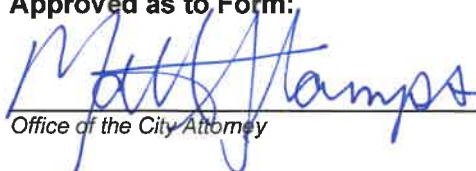
Department Head

Attest:



Finance Director

Approved as to Form:



Office of the City Attorney



Cover Letter

May 3, 2021

Purchasing Office
City of Bellingham, WA

Dear Purchasing Office,

Magellan Advisors is pleased to submit our response to the City of Bellingham's Request for Proposals for a Municipal Broadband Study. Magellan provides professional consulting services to local governments that want to develop effective broadband and Smart City strategies that are unique to their communities and are based on real-world and demonstrable success. Our team of advisors has worked with agencies throughout the Pacific Northwest and around the US to help them develop and execute broadband strategies for their communities.

We understand the challenges and opportunities local governments face in bridging the digital divide and ensuring broadband access for all citizens. Magellan has worked with several communities similar to the City of Bellingham to create actionable strategies that leverage existing infrastructure, develop strategic partnerships, and identify smart investments to enhance broadband for residents, businesses, education and healthcare institutions, including:

- City of Salem, Oregon: Downtown Broadband and WiFi Feasibility Study
- Marion County, Oregon: Broadband Strategic Planning, Policy, and Implementation
- City of Hillsboro, Oregon: Fiber-to-the-Home Design Engineering
- Ferry County and the Confederated Tribes of the Colville Reservation, Washington: Broadband Strategic Planning and Broadband Business Planning
- Grays Harbor Public Utility District, Washington: Broadband Feasibility Study
- Pierce County, Washington: Broadband Strategic Planning

As every community is unique, our goal is to deliver individually tailored strategies and guidance to you. We strongly believe our experience makes us well suited to work extensively with Bellingham's Broadband Advisory Workgroup and City departments as well as stakeholders in your community to understand how the City of Bellingham can enhance the availability of broadband. Magellan Advisors prides itself on being more than just consultants; our team is comprised of practitioners of innovative broadband strategies deployed by local governments in cities such as Ashland, Oregon, Dayton, Texas, Mont Belvieu, Texas, Boulder, Colorado, South Bay Coalition of Governments (16 cities), California, Carlsbad, California, Rancho Cucamonga, California, Santa Monica, California and many others.

If you have any questions or we can be of assistance in any way, please feel free to contact me with any questions or comments. You can reach me directly at 818-312-7768 or jwolf@magellan-advisors.com.

Sincerely,

A handwritten signature in cursive script that reads 'Jory Wolf'.

Jory Wolf
VP of Digital Innovation, Magellan Advisors



Proposal Summary

Magellan Advisors applauds the City of Bellingham's recognition that broadband is a critical utility for its residents. We understand that the City of Bellingham has spent years building its broadband infrastructure with an eye toward the future. The COVID-19 pandemic has further emphasized the importance of broadband to support telemedicine, remote work, distance learning, and other residential needs, becoming a driver for quality of life and quality of place.

Magellan's proposal to the City of Bellingham for the Municipal Broadband Study includes a tailored scope of work that is guided by our proven process for Fiber-to-the-Home (FTTH) broadband planning for municipal agencies. Through development of over 50 municipal fiber broadband network projects, Magellan has refined an approach that enables clients to deploy state-of-the-art broadband infrastructure to meet the quality of life, economic development, public safety, distance learning and job acceleration needs of each community. Magellan's goal is to build future proof networks so that investments made today will stand the test of time and serve communities well into the future without the need for costly upgrades.

During this study, Magellan Advisors will provide the City of Bellingham with a cost/benefit analysis for leveraging its assets to expand broadband access to its community. We will perform a detailed study and provide an actionable plan that includes an assessment of the current state of broadband within the City, a conceptual network design for leveraging existing infrastructure and expanding the City's broadband footprint to deploy FTTH or FTTP, and business model and financial analyses to provide the City with a clear understanding of the sustainability of a municipal broadband program. We will deliver more than just a document; we will provide Bellingham with best practice approaches, sample documents, and data-driven recommendations that come from our years of real-world experience planning, building and operating broadband networks.

The team selected for this project has been hand-picked to provide the City of Bellingham with broadband consultants, GIS analysts, and engineers who have decades of experience in both private and public telecommunications projects. The team has worked with a variety of clients, both urban and rural, on similar broadband strategies and will be available to the City of Bellingham for the duration of this approximately nine-month project. Full team resumes are provided in Appendix A of this proposal.

Magellan Advisors has also provided detailed information about our experience with similar projects, including a list of our West Coast clients and references for similar projects with contact information. We are proud to be the broadband consultant of choice for a long and growing list of public agencies.

Our full-service consulting firm is available to assist the City of Bellingham with this study and beyond, standing by to work with your team for implementation including detailed engineering, funding support, and turnkey construction management. We look forward to the opportunity to assist Bellingham with this important work.

Project Approach & Understanding

TASK 1. COMPREHENSIVE SURVEY & MARKET ANALYSIS

To gather input from residents and businesses in Bellingham and its Urban Growth Area Boundary, Magellan will conduct an online broadband survey, providing important information to inventory current services, test speeds across the region, and identify opportunities to build additional infrastructure to serve underserved communities and improve services and rates. Magellan will build the survey with an emphasis on improving quality, accessibility, equity, and affordability of services. The survey instrument will include an embedded speed test since actual performance is often lower than what is documented by the FCC and other sources. We will also include a paper survey option for those that do not have connectivity.

We have found that shorter, concise surveys typically receive more responses and will work with the team to narrow down questions that will have the most impact to the study. Our team will also guide the City in effectively marketing the survey to receive a strong response rate, including the use of social media, partnering with local business groups, and posting the survey on the City's and chamber websites. At the conclusion of the survey, Magellan will provide detailed analysis of the survey results and what they reveal about the current broadband market in Bellingham and the need for additional broadband service options.

TASK 2. ASSET INVENTORY

We will conduct a comprehensive asset inventory of the existing broadband assets in the public right-of-way including conduit, fiber, antennas, poles, towers, abandoned facilities, active facilities and other infrastructure to determine their usefulness for expanding broadband within the region. This effort will provide a realistic assessment of assets available for expanding broadband connectivity.

We believe that the following components should be analyzed:

- Underground conduit, innerduct, empty and available conduit
- Fiber cables, strand counts, splice points, terminations and utilized strands
- Vault and handhole locations
- Available and reserved capacity throughout the network
- Construction and placement method policies
- Current as-builts and documentation
- Terminating locations and public facilities
- GIS maps including publicly-owned property, right of way, easements
- Location of capital improvement projects and economic development zones
- Current and planned locations of public safety cameras and traffic signal interconnect

Prior to kickoff, Magellan will request GIS files, capital projects, and planning and development data from the City to develop a broadband asset map of Bellingham and its Urban Growth Area Boundary. Using this data, we propose to first build a geo-correct layer of conduit and fiber, identifying placed conduit, type, size, status (occupied/vacant) and related information. A second layer will incorporate poles, traffic signal cabinets and other assets to be used for expanding

broadband. A third layer will include General, Economic Development, Transportation and Capital Projects Plans to identify strategic and cost-effective methods of deploying and expanding broadband in a planned, organized, and phased approach.

Using our national fiber infrastructure database and industry contacts, Magellan will also document all privately-owned networks in the City and build a comprehensive broadband map to illustrate how Bellingham's community is served by broadband and what providers currently serve the market. We will analyze the current networks with the comprehensive broadband map, which will allow us to conduct a gap analysis indicating areas that have a need for additional broadband infrastructure.

We will work closely with the City and other public and private entities to assess planned projects that may create opportunities to install additional conduit and fiber through long-term capital projects schedules, public rights-of-way encroachments and development agreements, and build a map that identifies the projects where broadband infrastructure could be installed over a 10-year period. Combining broadband planning with other capital projects and development plans provides the City with opportunities to expand its broadband footprint incrementally while reducing the costs of construction.

TASK 3. CONCEPTUAL FTTH NETWORK DESIGN

Magellan will develop a conceptual network design that will provide a high-level overview for components of broadband infrastructure. The conceptual routes will be key to creating a strategy for a municipal broadband network that will leverage existing infrastructure and incorporate newly built assets to meet current and projected needs throughout Bellingham and its Urban Growth Area Boundary.

Magellan will develop the most appropriate broadband network design based on the needs of unserved and underserved residents and businesses, municipal services, smart city initiatives and anchor institutions. We propose to utilize any existing public, private, transportation and utility assets including conduit, fiber, facilities and other assets such as street light poles, traffic signal poles and traffic signal cabinets as a foundation to develop an expanded fiber-optic network capable of serving the needs of the community.

The overall network design will be based on the needs of the residents, businesses, and anchors that will utilize it. This will determine the bandwidths and speeds, performance, redundancy and scalability requirements, and solution-specific requirements. Magellan will design a network that meets the specific needs outlined by Bellingham stakeholders. The network design will include the following elements:

- Gigabit-capable with a path to 10-gigabit to support the next generation of broadband bandwidth, speed, cyber-security, and increased demand
- High-performance, dedicated connectivity
- Reliable and redundant
- Flexible to support multiple technologies, such as GPON and Active Ethernet simultaneously
- Scalable to support future growth, density and bandwidth requirements
- Administratively lean

Leverage the existing network, including adding redundancy and resiliency, building the network to carrier-grade levels, monetizing current assets including leasing infrastructure. Capitalize on joint-trench opportunities and other right-of-way access opportunities in conjunction with other Public Works projects and private development agreements to expand network infrastructure.

We will also include recommendations for any additional infrastructure and other operational and security requirements, both cyber and physical. The actionable recommendations for implementation of the network will follow a phased, incremental and strategic approach.

The conceptual design will be detailed enough to estimate high-level costs to deploy the network and will use a phased deployment approach so the City can consider building incrementally and creating early wins to demonstrate the success of the broadband program. We will help the City evaluate the feasibility and costs associated with different types of infrastructure to ensure that the final design meets the needs of the community it will serve.

TASK 4. BUSINESS MODEL ANALYSIS

Magellan will help Bellingham analyze a range of business model options in the framework of financial, operational, and organizational requirements to determine which models are "best fit" for the City, have the greatest chance of success, and will be the most financially sustainable. These will include a range of common options for municipal broadband and fiber networks offered by other cities of similar size and population such as fully public, public-public coordination, public-private partnership, dark fiber leasing, open access and other others. We will present an analysis of these business models to the City's team and provide an assessment of how each meets Bellingham's goals in the project.

Magellan will work with the Workgroup to define the range of business model options to evaluate for expanded fiber deployment, which may include the following:

- Wholesale dark fiber and/or services in partnership with telecommunications providers
- Expanded retail services to a range of customer segments, which may include residential
- Partnership models with existing broadband providers
- Others to be determined.

Each city is unique, and through our proven process we will work with Bellingham to select a business model that is most feasible and that will best serve the City's goals. Some considerations for the business model include:

Public-Owned

City-owned "middle mile" infrastructure with potential partnerships for "last mile" connections

Open Access

New and continued lease agreements for fiber infrastructure (conduit, dark or lit fiber, vertical and other assets) to other municipal entities, telecommunications carriers, other service providers or businesses

Connection to an internet Point of Presence (POP) and offer a choice of Internet Service Providers (ISPs) to partnership entities and end-users on the network through either wholesale, retail, revenue sharing or passive network access

Demand-Driven

Expanding the network and associated services where areas of demand (both social and economic) will be strongest

Realizing a financial return on investment in terms of economic development impact, infrastructure enhancement, leased line or other communications service savings and revenue generation

Focusing on social return on investment in terms of enhancing Quality of Life to close the Digital Divide for e-learning, telehealth, remote work, Public Safety, and Smart City initiatives

TASK 5. FINANCIAL ANALYSIS

Magellan will evaluate the current financial and budgetary environment for the network. We believe that Bellingham's decision-making process for network expansion needs to include financial analysis of the proposed hardware solution and the operational costs that the City will incur in deploying, operating, and sustaining the network. These operational costs include more than equipment service contracts; the selected solution will have financial impacts across many aspects of Bellingham's operations. We want to make sure these are evaluated so the City understands all financial impacts to the organization.

Magellan proposes using our Broadband Financial Sustainability Model to ensure that Bellingham has a full understanding of the business and financial sustainability of the network and broadband service. Using these tools will allow Bellingham to evaluate different financial models and make informed decisions on which are most adequate for the City and community.

Using our financial tools, we suggest using the following process to conduct the business model analysis and make recommendations. We would propose using a 10-year period to analyze the project:

1. Develop the cost model for the network, including one-time and ongoing capital expenditures to build the network.
2. Develop the cost model for operations, including O&M, network operations, field services, staffing, billing and customer service.
3. From the survey results, determine the customer segmentation and growth on the network, across each type of customer (business, school, hospital, etc.).
4. Determine customer growth rates for the network, based on benchmarking analysis from other utility and municipal providers.
5. Determine a proposed competitive rate schedule for potential services, using pricing information from the market analysis and benchmarking information.
6. Develop financial statements, pro-formas, depreciation schedules, and cash flows.

7. Conduct comprehensive financial analysis on the project to determine overall financial sustainability using key metrics such as free cash flow, debt service coverage, operating margin, and net income.
8. Use scenario analysis to evaluate different business models and determine which are feasible for Bellingham to consider.
9. Recommend the most feasible business model based on overall business and financial sustainability, community benefit, and long-term value to the Bellingham community. This model will be designed to generate revenue for Bellingham for a self-sustained broadband maintenance and development program. Our pro formas will indicate the cost of resources both internally and externally, as estimated based on previous similar engagements.

We will also include recommendations for funding the network which may include federal and state grants, "pay as you go" options, property tax levy, local improvement district, general fund, enterprise utility creation, establishing a non-profit, determine user fees for service type, or others.

TASK 6. FINAL ANALYSIS AND RECOMMENDATION REPORT


The culmination of the project will be a Final Analysis and Recommendation Report that lays out strategies for Bellingham to develop its municipal broadband initiative to create a comprehensive Fiber to the Home (FTTH) or Fiber to the Premises (FTTP) network. Magellan will provide a report that details actionable steps for the City to expand its broadband infrastructure to support a municipal broadband offering to its community. Prior to finalizing, Magellan will provide the City's team with an opportunity to review the Plan and will work with the City to ensure that it is 100% representative of the needs of the community. We will also be available to present our findings and recommendations to leadership for adoption of the Plan.

EXHIBIT A



TIMELINE

- ◆ Ongoing Task
- Final Deliverable

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
Survey & Market Assessment	◆	◆	◆	◆	◆				
Asset Inventory	◆	◆	◆	◆					
Conceptual Network Design			◆	◆					
Business Model Analysis				◆	◆	◆			
Financial Analysis							◆	◆	
Final Analysis & Recommendation Report Compilation & Approval Process						◆	◆	◆	□
Project Management & Meetings	◆	◆	◆	◆	◆	◆	◆	◆	◆

DOCUMENTS AND INFORMATION NEEDED FROM THE CITY

To complete the Municipal Broadband Study on schedule and within budget, Magellan will require GIS and other available data about the City's existing broadband infrastructure including fiber, conduit, and vertical assets, as well as key information about planned projects and developments, City facilities, zoning and planning maps, and other information yet to be determined.



Proposed Fees/Cost

The total cost to the City of Bellingham for the Municipal Broadband Study is \$99,750 and includes all work to be completed by Magellan as stated in this proposal. Magellan will bill the City nine (9) equal monthly payments of \$11,083.

Magellan will bill on the first day of the month for the current month's services. Invoices are payable on net 30 terms from the date of invoice.

No travel and incidental expenses are expected for this project and all work will be done remotely.

Task Description	Hours	Hourly Rate	Cost Estimates
Comprehensive Survey & Market Analysis	80	\$210	\$16,800
Asset Inventory	50	\$210	\$10,500
Conceptual Network Design	80	\$210	\$16,800
Business Model Analysis	60	\$210	\$12,600
Financial Analysis	60	\$210	\$12,600
Final Analysis & Recommendation Report Compilation & Approval Process	80	\$210	\$16,800
Project Management & Meetings	65	\$210	\$13,650
Project Total Not-to-Exceed	475	\$210	\$99,750

**EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES**

EXPENSE GUIDELINES

Travel & Other Expenses. The City shall reimburse Consultant for reasonable travel and specifically negotiated expenses incurred by Consultant, its officers, employees, agents and contractors in connection with performance of the services as agreed to by the City and Consultant, which have been outlined in the scope of work. Any such expenses shall adhere to IRS published rates located at: www.gsa.gov and shall be subject to the following guidelines:

1. No mark-ups of reimbursable expenses for primary and sub-contractors will be paid by the City. Mark-ups are when a certain percentage is added to reimbursable expenses.
2. Meal reimbursement is to be paid at published IRS Per Diem rates (covering breakfast, lunch and dinner) in effect at the time of expenditure. Gratuities may be added to the Per Diem cost but may not exceed 20%. No alcohol is authorized.
3. Airfare shall be regular coach. No upgraded tickets are authorized.
4. Lodging should reflect the corporate or government rate for single room for one person. In general, lodging costs should be limited to rates that would be available to stays at Bellingham hotels of a mid-range (three stars) or less.
5. No entertainment expenses are authorized, such as in-room movies, sporting or theatrical events tickets.
6. To be eligible for reimbursement, any request expenses (except per diem meals) must be supported by receipts and supporting documentation outlining the details of the expense, per standard accounting practice (GAAP).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bruce Gendelman Co., Inc. 500 West Brown Deer Road, Suite 101 Milwaukee WI 53217	CONTACT NAME: Diane Larson PHONE (A/C, No, Ext): 414-409-7614 FAX (A/C, No): 414-409-7614 E-MAIL ADDRESS: dlaron@gendelman.com
INSURED Magellan Advisors, LLC 450 Alton Road #1402 Miami Beach FL 33139	INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Co INSURER B: Travelers Prop Cas Co of Amer INSURER C: Travelers Indemnity of America INSURER D: Lloyd's of London INSURER E: INSURER F:
License#: L003035 MAGEADV-01	NAIC # 25623 25674 25666

COVERAGES	CERTIFICATE NUMBER: 2079043516	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	I6608K446321PHX21	4/12/2021	4/12/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N		I6608K446321PHX21	4/12/2021	4/12/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP8K4735202142	4/12/2021	4/12/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB8K6011892142E	4/12/2021	4/12/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> PROFESSIONAL LIAB \$25,000 DEDUCTIBLE CLAIMS MADE FORM			PMAGE000821	4/12/2021	4/12/2022	EA CLAIM AGGREGATE \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As required by written contract, City of Bellingham is included as Additional Insured with Primary and Non-Contributory coverage, Waivers of Subrogation apply.

CERTIFICATE HOLDER

CANCELLATION

City of Bellingham
2221 Pacific Street
Bellingham WA 98229

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bruce Gendelman

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INSURED'S NAME: MAGELLAN ADVISORS, LCC

CERTIFICATE OF LIABILITY INSURANCE

PAGE 2

CYBER LIABILITY - COALITION INSURANCE SOLUTIONS

Carriers: North American Capacity Insurance Company (45%)
Arch Specialty Insurance Company (30%)
Peleus Insurance Company (25%)

Policy Number: CCP102004300

Policy Term: 4/12/21 to 4/12/22

Limits of Liability: \$2,000,000 Network and Information Security Liability
\$2,000,000 Regulatory Defense & Penalties
\$2,000,000 PCI Fines and Assessments
\$2,000,000 Multimedia Content Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none">A. Who Is An Insured – Unnamed SubsidiariesB. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer WorkersC. Who Is An Insured – Newly Acquired Or Formed Limited Liability CompaniesD. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or AgreementE. Blanket Additional Insured – Broad Form VendorsF. Blanket Additional Insured – Controlling Interest | <ul style="list-style-type: none">G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or ReceiversH. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To PremisesI. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To OperationsJ. Blanket Additional Insured – Grantors Of FranchisesK. Incidental Medical MalpracticeL. Blanket Waiver Of Subrogation |
|---|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

COMMERCIAL GENERAL LIABILITY

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services"

to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

L. **BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or

- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

**NAMED INSURED: MAGELLAN ADVISORS, LLC
POLICY NUMBER: UB-8K601189-21-42-E**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.



CITY OF BELLINGHAM ACCESS TO INFORMATION

Data Security & Confidentiality Agreement

Last: Honker First: John Middle: P

Company/Organization: Magellan Advisors, LLC.

As a consultant/contractor for Magellan Advisors per city contract #C2100852, I will be working with the City to conduct a Municipal Broadband Study. I understand that pursuant to the engagement, which will not require physical access or ongoing access to the City's network or systems, I will come into contact with information that is sensitive and confidential in that it deals with shared Fiber Optic infrastructure co-owned by multiple public agencies including, but not limited to, the City of Bellingham and Bellingham School District No. 501.

I also understand that this information may be exempt from public disclosure per RCW 42.56.420, which provides exemption for public disclosure regarding infrastructure and security of computer and telecommunication networks.


Therefore, I **expressly agree** to abide by the following concerning any possible exposure to that information:

1. I will maintain the confidentiality of all information to which I may have been exposed, whether obtained verbally, electronically, or on paper.
2. I shall maintain accurate records of all confidential data, print or electronic, received during this assessment.
3. Data Protection. Data shall be stored in Magellan's Microsoft Azure Cloud environment. Magellan's Azure tenant (and physical location of the data, including cloud-based backups) is located within the United States. Access to City-provided data shall be limited to Magellan employees working on the Municipal Broadband Study.
4. I will not disclose or use for my own personal interest or any other purpose, any confidential information overheard or viewed by me in the course my review of the information contained in and related to the City of Bellingham's Information Technology systems or shared public fiber infrastructure.
5. Data Destruction. Following conclusion of my work effort with the City of Bellingham, I will destroy all electronic copies of confidential data, paper or electronic, received pursuant to my work under this agreement, and will provide written/signed confirmation of materials destruction.
6. Notice of Destruction. I will provide written notice of destruction to City of Bellingham I.T. Director. City IT Director shall disseminate notice to other interested parties.
7. Labeling requirement. Should any of my work product include any reference or information which may be covered by RCW 42.56.420, I shall clearly label it as "Exempt from public disclosure per RCW 42.56.420".
8. Data exchange. Data shall be exchanged between Magellan and the via secured means mutually agreeable to both parties.

9. Notice: Should I become aware that any City of Bellingham confidential information or documents have been provided to parties not participating in this engagement, I will notify the City of Bellingham I.T. Director of such potential release of information immediately.

I have read the above statements and agree to abide by them.

Approval Authority Magellan Advisors, LLC:



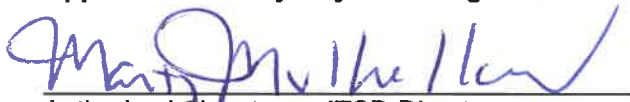
Authorized Signature
John Honker, President & CEO

Printed Name and Title

9/14/21

Date

Approval Authority City of Bellingham:




Authorized Signature - ITSD Director
Marty Mulholland, Director of IT

Printed Name and Title

9/20/2021

Date

Approval Authority Bellingham School District:



Authorized Signature
Greg Baker, Superintendent

Printed Name and Title

9-22-21

Date