



# **Executive Committee Meeting**

**Wednesday  
February 22, 2023  
10:00 A.M.**

**1215 K Street, Suite 1650  
Sacramento, California 95814**



**Golden State Connect Authority (GSCA)  
Executive Committee Meeting  
Wednesday, February 22, 2023 - 10:00 a.m.  
1215 K Street, Suite 1650  
Sacramento, CA 95814**

In accordance with Government Code section 54953, subdivision (e) (Assembly Bill 361), the February 22, 2023 GSCA Executive Committee Meeting will be facilitated virtually through Zoom with limited in-person attendance. Members of the public may attend the meeting in-person, provided that the GSCA Executive Committee reserve the right to limit the number of people in attendance. Members of the public can also watch or listen to the meeting using one of the following methods:

1. Join the Zoom meeting application on your computer, tablet or smartphone:

Go to: <https://rcrcnet.zoom.us/j/85758983244?from=addon>

Enter Password: 995794

2. Call-in and listen to the meeting:

Dial +1 (669) 900-9128

Enter meeting ID: 857 5898 3244

Enter password: 995794

**PUBLIC COMMENT USING ZOOM:** Members of the public who join the Zoom meeting, either through the Zoom app or by calling in, will be able to provide live public comment at specific points throughout the meeting.

**EMAIL PUBLIC COMMENT:** One may also email public comment to [mchui@rcrcnet.org](mailto:mchui@rcrcnet.org) before or during the meeting. All emailed public comments will be forwarded to all GSCA Executive Committee members.

**DISABLED ACCOMMODATION:** Meeting facilities are accessible to persons with disabilities. If you have a disability which requires an accommodation or an alternative means to assist you in attending, observing, or commenting on this meeting, or an alternative agenda document format, please contact GSCA at (916) 447-4806 or by email at [mchui@rcrcnet.org](mailto:mchui@rcrcnet.org) by 10:00 a.m. on Monday, February 20<sup>th</sup> to ensure arrangements for accommodation.

**Executive Committee Members:**

Supervisor Jack Garamendi, Calaveras County

Supervisor David Griffith, Alpine County

Supervisor Doug Teeter, Butte County

Supervisor Chris Lopez, Monterey County

Supervisor Geri Byrne, Modoc County

Supervisor Matt Kingsley, Inyo County

Supervisor Rex Bohn, Humboldt County

Supervisor Aaron Albaugh, Lassen County

Supervisor EJ Crandell, Lake County

Supervisor Miles Menetrey, Mariposa County

Vacant

**AGENDA**

**1. Call to Order & Determination of Quorum**

*Chair, Supervisor Jack Garamendi, Calaveras County*

*Vice Chair, Supervisor David Griffith, Alpine County*

**2. Public Comment**

*At this time any member of the public may address the Board. Speakers are asked to state their name for the record but are not required to do so. Comments are usually limited to no more than 3 minutes per speaker.*

3. **Pledge of Allegiance**
4. **Consent Agenda – ACTION**
  - a. **October 28, 2022 Executive Committee Meeting Minutes** **Page 1**
  - b. **GSCA Resolution TC002-23: Authorizing Remote and Hybrid Teleconference Meetings of the GSCA Executive Committee Pursuant to Assembly Bill 361** **Page 3**  
*Arthur J. Wylene, General Counsel*
5. **Business and Administrative Matters** (Discussion and possible action relative to)
  - a. **Amendment to Loan Agreement with Golden State Finance Authority to Support Local Agency Technical Assistance Grant Activities** **Page 7**  
*Patrick Blacklock, Executive Director*
  - b. **Proposed Fiber Communications Service Contract with Utah Telecommunication Open Infrastructure Agency (UTOPIA) – ACTION** **Page 11**  
*Barbara Hayes, RCRC Chief Economic Development Officer*  
*Arthur J. Wylene*
6. **Legislative and Regulatory Advocacy Update** **Page 43**  
*Tracy Rhine, RCRC Senior Policy Advocate*
7. **Program Update** **Page 45**  
*Barbara Hayes, RCRC Chief Economic Development Officer*  
*Craig Ferguson, RCRC Senior Vice President*
8. **Adjournment**

Agenda items will be taken as close as possible to the schedule indicated. Any member of the general public may comment on agenda items at the time of discussion. In order to facilitate public comment, please let staff know if you would like to speak on a specific agenda item. The agenda for this regular meeting of the GSCA Executive Committee was duly posted at its offices, 1215 K Street, Suite 1650, Sacramento, California, 72 hours prior to the meeting.

Any written materials related to an open session item on this agenda that are submitted to the GSCA Executive Committee than 72 hours prior to the meeting, and that are not exempt from disclosure under the Public Records Act, will promptly be made available for public inspection at GSCA's principal office, 1215 K Street, Suite 1650, Sacramento, CA 95814, (916) 447-4806, during normal business hours, and on the GSCA website, <https://www.goldenstateconnect.org>

**Golden State Connect Authority (GSCA)  
Executive Committee Meeting  
Friday, October 28, 2022 - 9:00 a.m.  
1215 K Street, Suite 1650  
Sacramento, CA 95814**

Executive Committee Members:

Supervisor Jack Garamendi, Calaveras County  
Supervisor David Griffith, Alpine County  
Supervisor Dan Miller, Nevada County  
Supervisor Doug Teeter, Butte County  
Supervisor Chris Lopez, Monterey County  
Supervisor Stacy Corless, Mono County

Supervisor Rex Bohn, Humboldt County  
Supervisor Aaron Albaugh, Lassen County  
Supervisor Denise Carter, Colusa County  
Supervisor Miles Menetrey, Mariposa County  
Supervisor Daron McDaniel, Merced County

**Call to Order and Determination of Quorum**

Chair, Supervisor Jack Garamendi, Calaveras County, presided. Present were Executive Director Patrick Blacklock, General Counsel Arthur J. Wylene, and RCRC Director of Board Operations Maggie Chui, clerk. Chair Garamendi called the meeting to order at 9:02 a.m. A quorum was determined at that time. Those members present:

<u>Supervisor</u>	<u>County</u>
Jack Garamendi	Calaveras
David Griffith	Alpine
Doug Teeter	Butte
Chris Lopez	Monterey
Aaron Albaugh	Lassen
Denise Carter	Colusa
Miles Menetrey	Mariposa

Attendance via Zoom

**Absent**

Dan Miller	Nevada
Stacy Corless	Mono
Rex Bohn	Humboldt
Daron McDaniel	Merced

**Public Comments**

Stan Moore, CIO, Calaveras County, spoke about the successful Local Agency Technical Assistance (LATA) kick-off meeting with the CPUC, program consultants Tilson Technology and UTOPIA Fiber, and the Rural County Representative of California (GSCA's affiliate organization) program staff. Mr. Moore also spoke about the importance of the Middle Mile Broadband Initiative.

**Consent Agenda**

- a. **July 29, 2022 Executive Committee Meeting Minutes**
- b. **GSCA Resolution TC009-22: Authorizing Remote and Hybrid Teleconference Meetings of the GSCA Executive Committee Pursuant to Assembly Bill 361**

- c. **Digital Equity Planning Invitation**
- d. **CPUC Local Government and Community Outreach Office**

Chair, Supervisor Jack Garamendi, Calaveras County, called for approval of the above-listed consent agenda items.

**Supervisor Aaron Albaugh, Lassen County, motioned to approve the consent agenda items. Supervisor Chris Lopez, Monterey County seconded the motion. Motion passed with all Supervisors present voting “Aye,” except:**

**Not Voting: Colusa County**

**Guest Speakers – California Department of Technology and California Public Utilities Commission**

Scott Adams, Deputy Director of Broadband and Digital Literacy, California Department of Technology, Mark Monroe, Deputy Director, Broadband Middle Mile Initiative, California Department of Technology, and Robert Osborn, Director, Communications Division, California Public Utilities Commission (CPUC), addressed the GSCA Executive Committee on the Broadband for All Action Plan, middle mile, last mile, digital equity planning, and the Broadband Equity, Access, and Deployment Call to Action programs.

Following Mr. Adams, Mr. Monroe, and Mr. Osborn’s presentations, members of the GSCA Executive Committee and the guest speakers engaged in discussion.

**Legislative and Regulatory Advocacy Update**

Tracy Rhine, RCRC Senior Policy Advocate, provided an update on RCRC’s lobbying and advocacy efforts, and CPUC’s rulemaking process. Ms. Rhine discussed CPUC’s \$750 million Loan Loss Reserve program and RCRC’s comment submission.

**Program Update**

Barbara Hayes, RCRC Chief Economic Development Officer, provided an update on broadband-related efforts currently underway, including an update on EDA’s broadband strategic planning and the Comprehensive Economic Development Strategy grant, and the LATA program.

**Adjournment**

Chair, Supervisor Jack Garamendi, Calaveras County, adjourned the meeting of the GSCA Executive Committee at 10:14 a.m.



**To:** Members of the GSCA Executive Committee  
**From:** Arthur J. Wylene, General Counsel  
**Date:** February 14, 2023  
**Re:** GSCA Resolution TC002-23: Authorizing Remote and Hybrid Teleconference Meetings of the GSCA Executive Committee Pursuant to Assembly Bill 361 – **ACTION**

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### **Summary**

The proposed resolution will allow the current GSCA Executive Committee meeting to be held primarily in-person at the RCRC offices, while still permitting full remote participation for those members who are unable to attend in person, or prefer to participate virtually.

### **Background**

Meetings of the GSCA Executive Committee are subject to the provisions of the Ralph M. Brown Act. The Brown Act has traditionally placed significant restrictions on teleconferenced meetings, including requiring that each teleconference location be accessible to the public (i.e., participation of Executive Committee members from homes or private offices has not been permitted).

In the early days of the COVID-19 pandemic, the Governor issued a series of Executive Orders temporarily suspending the restrictions on teleconferenced meetings, under which most meetings of RCRC-affiliated legislative bodies have been conducted during the last year-and-a-half. These Executive Orders terminated on September 30, 2021. In their place, the Legislature has enacted Assembly Bill 361 (R. Rivas), which permits legislative bodies to continue holding teleconferenced meetings without the traditional Brown Act restrictions (through December 2023) under any of the following circumstances:

- (A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.*
- (B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.*
- (C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.*

To continue holding teleconferenced meetings in the manner to which Executive Committee members have become accustomed, each RCRC-affiliated legislative body will need to make one of the determinations required by Assembly Bill 361. The "imminent risk" determinations are factually supportable, as the continued rates of transmission of

the COVID-19 virus, including the Omicron variant, can indeed present imminent risks to the health and safety of some in-person attendees, particularly those with pre-existing health conditions.

If the proposed resolution making these determinations is approved, the current GSCA Executive Committee meeting may be held as a remote and hybrid in-person/remote meeting, in substantially the same manner as previous meetings during the past 18 months. (Assembly Bill 361 includes several additional requirements for teleconferenced meetings, including providing an opportunity for “real time” public comment, and suspending the meeting in the event that remote connectivity is lost; however, these are all consistent with RCRC's existing practices.)

Assembly Bill 361 generally requires that the requisite determinations must be reconsidered every thirty days. Since GSCA Executive Committee meetings typically will not occur that frequently, a new resolution making these determinations will be required at the start of each meeting.

### **Recommendation**

It is recommended that proposed Resolution Authorizing Remote and Hybrid Teleconference Meetings of the GSCA Executive Committee Pursuant to Assembly Bill 361 be approved.

### **Attachment**

- Proposed GSCA Resolution TC002-23



## **GSCA RESOLUTION NO. TC002-23**

RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE GOLDEN STATE CONNECT AUTHORITY AUTHORIZING REMOTE AND HYBRID TELECONFERENCE MEETINGS OF THE GSCA EXECUTIVE COMMITTEE PURSUANT TO ASSEMBLY BILL 361

WHEREAS, Golden State Connect Authority (GSCA) is committed to preserving and nurturing public access and participation in meetings of GSCA's legislative bodies; and

WHEREAS, the Brown Act, Government Code section 54953, subdivision (e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953, subdivision (b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, on March 4, 2020, the Governor proclaimed pursuant to his authority under the California Emergency Services Act, California Government Code section 8625, that a state of emergency exists with regard to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, on June 4, 2021, the Governor clarified that the "reopening" of California on June 15, 2021 did not include any change to the proclaimed state of emergency or the powers exercised thereunder; and

WHEREAS, as of the date of this Resolution, neither the Governor nor the Legislature have exercised their respective powers pursuant to California Government Code section 8629 to lift the state of emergency either by proclamation or by concurrent resolution in the state Legislature;

WHEREAS, the continued rates of transmission of the virus and variants causing COVID-19 within GSCA member counties are such that meeting in person would present imminent risks to the health or safety of some attendees of public meetings, particularly those with pre-existing health conditions; and

WHEREAS, the Executive Committee has considered the current circumstances of the state of emergency, and determined that the state of emergency continues to directly impact the ability of the members to meet safely in person;

NOW, THEREFORE, BE IT RESOLVED by the Executive Committee of the Golden State Connect Authority as follows:

1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. A proclaimed state of emergency exists and as a result of the emergency, meeting in person would present imminent risks to the health or safety of some attendees, particularly those with pre-existing health conditions.
3. The Executive Committee is hereby authorized and directed to conduct open and public meetings in accordance with Government Code section 54953, subdivision (e) and other applicable provisions of the Brown Act.
4. This Resolution is intended to enable the Executive Committee to meet via teleconference in accordance with Assembly Bill 361 of 2021 (Statutes 2021, Chapter 165), whether solely by teleconference or via a "hybrid" combination of physical location and teleconference.
5. This Resolution shall take effect immediately upon its adoption and shall be effective for a period of thirty (30) days thereafter, unless extended pursuant to Government Code section 54953, subdivision (e)(3). Expiration of this resolution shall not prejudice any subsequent action to adopt another resolution in accordance with Government Code section 54953, subdivision (e) during the present or any future state of emergency.

PASSED, APPROVED AND ADOPTED by the Executive Committee of the Golden State Connect Authority, the 22<sup>nd</sup> day of February.

I certify that the foregoing resolution is a true and accurate copy of Resolution TC002-23, approved by the Executive Committee of the Golden State Connect Authority on February 22, 2023 in Sacramento, California.

Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary



**To:** Members of the GSCA Executive Committee  
**From:** Patrick Blacklock, Executive Director  
**Date:** February 14, 2023  
**Re:** Amendment to Loan Agreement with Golden State Finance Authority to Support Local Agency Technical Assistance Grant Activities

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**Summary**

In December 2022, the GSCA Board of Directors accepted a loan from Golden State Finance Authority (GSFA) to facilitate GSCA's performance of broadband network design and engineering under the California Public Utilities Commission's Local Agency Technical Assistance (LATA) grant program. The initial loan amount was \$2MM; however, the materials presented to the Board noted that additional funds may be required for cashflow as the project rolls out. (A copy of the December staff report is attached.)

Since December, fourteen additional jurisdictions (counties and cities within GSFA's boundaries) have been added to GSCA's LATA grant, raising the total to thirty-nine. Further, as implementation progresses, it has become possible to more precisely model GSCA's cashflow needs to complete the project. Based on this information, an additional \$5MM has been identified in GSFA's unencumbered cash balance for this purpose. Staff proposes to amend the loan agreement between GSFA and GSCA to raise the maximum loan amount to \$7MM, subject to all of the same terms and conditions.

**Recommendation**

Informational only. A companion item has been placed on the GSFA Executive Committee agenda for action (as the lender). If approved by the GSFA Executive Committee, the amended loan agreement would be placed on the consent agendas for both Boards at the March meeting.

**Attachment**

- December 2022 GSCA Board of Directors Staff Report





**To:** Members of the GSCA Board of Directors  
**From:** Patrick Blacklock, Executive Director  
**Date:** November 29, 2022  
**Re:** Proposed Loan from Golden State Finance Authority to Support GSCA's Local Agency Technical Assistance Grant Activities – **ACTION**

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### **Summary**

As the Board is aware, GSCA is partnering with member counties and cities to participate in the California Public Utilities Commission's Local Agency Technical Assistance (LATA) grant program. LATA provides funding for local government agencies to support broadband planning and related activities, including broadband network design.

Under the partnership approach, each participating county or city applies for \$500,000 in LATA funds to pay for network design and engineering within that jurisdiction. The county or city then contracts with GSCA to oversee performance of those services. GSCA subcontracts with Tilson Technology Management and Utah Telecommunication Open Infrastructure Agency (UTOPIA) to provide the actual designs, which will form the basis for the open access broadband network that GSCA proposes to construct and operate. Nearly forty such applications have been submitted to date, and over twenty-five have been approved.

LATA funding is provided on a reimbursement basis, and thus GSCA must initially incur the expense of compensating Tilson and UTOPIA prior to receiving any funds from the CPUC. As a start-up entity, GSCA does not have its own monies available to support these cashflow needs. It is consequently proposed that GSCA obtain a loan from GSFA to cover these outlays, to be repaid upon completion of the LATA grants and payment by the CPUC. (The transaction would be structured similarly to the loans extended to member counties under GSFA's grant advance line of credit program.) \$2MM has been initially committed within GSFA's cash balance for this purpose. Additional funds, for cash flow purposes, will likely be needed as the project proceeds through the final phases, and staff will return at a future meeting with a refined GSCA/LATA cash needs forecast.

Staff is presenting the proposed loan agreement to both the GSFA and GSCA Boards of Directors for approval at the December meeting. It is proposed that the initial loan amount be \$2MM, and the event that additional funds are required in the future, an amendment would be brought to the Boards at that time.

### **Recommendation**

It is requested that the GSCA Board of Directors approve the proposed loan agreement with GSFA, as attached hereto.

**Attachment**

- Proposed loan agreement (“Memorandum Of Understanding between Golden State Finance Authority and Golden State Connect Authority Regarding an Advancement of Funds for Public Purposes”)



**To:** Members of the GSCA Executive Committee  
**From:** Barbara Hayes, RCRC Chief Economic Development Officer  
Arthur J. Wylene, General Counsel  
**Date:** February 14, 2023  
**Re:** Proposed Fiber Communications Service Contract with Utah  
Telecommunication Open Infrastructure Agency (UTOPIA) – **ACTION**

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**Summary**

GSCA's Rural Broadband Initiative ("*Phase 3: Implement open-access municipal broadband demonstration projects*") proposes that Golden State Connect Authority will identify and pursue appropriate projects to install broadband fiber utilizing an open-access, public-benefit, municipal model beginning with select initial locations and then expanding to additional project areas.

Successful development and operation of such broadband networks will initially require that GSCA partner with an organization experienced in the administration of open-access broadband infrastructure. Utah Telecommunication Open Infrastructure Agency (UTOPIA) is an "interlocal entity" (the equivalent to a JPA) comprised of 11 Utah cities that joined together in 2004 to build, deploy, and operate a fiber to the home (FTTH) network to every business and household within their communities. UTOPIA and its affiliated organization Utah Infrastructure Agency presently operate an open-access broadband network that provides connection opportunities to approximately 125,000 residences and business and is growing rapidly. UTOPIA's open-access business model is considered an industry leader in municipal broadband and represents the largest publicly-owned network in the country. GSCA currently contracts with UTOPIA for engineering management services to support the work being done on behalf of participating counties and cities under the Local Agency Technical Assistance (LATA) grant program.

In March 2022, GSCA and UTOPIA entered into a Memorandum of Understanding committing the parties to "work collaboratively and in good faith to negotiate a network administration agreement under which UTOPIA will provide designated administration services for GSCA's proposed broadband networks." Those negotiations have been completed, and the proposed Fiber Communication Service Contract between GSCA and UTOPIA is ready for consideration by the Boards of GSCA and UTOPIA.

Under the proposed agreement, UTOPIA will provide comprehensive construction services and network management services for GSCA's proposed broadband network. Construction services will consist of high-level network design, network engineering, project management, construction management, and related services necessary to administer the low-level design and physical construction of the broadband network components. (The construction work itself will be contracted out in accordance with

applicable procurement laws, with UTOPIA's assistance.) Network management services will consist of the ongoing operation of the network on GSCA's behalf, including marketing, customer service and technical support, billing and collections, oversight of maintenance and repair, and provision of a 24/7 network operations center, as well as related services necessary to make the network available to GSCA's customers.

UTOPIA's fee for construction services will be 3% of the applicable construction cost. For their network management services, UTOPIA will be authorized to retain 50% of the "service fee" component of GSCA's monthly network charges. (It is anticipated that charges for use of GSCA's proposed network will be divided into two components, "equipment lease" fees, which will be pledged to debt service, and "service fees," which will support the ongoing operations and maintenance of the system.)

The Contract contemplates designation of an initial service area for the proposed broadband network (to be depicted in Exhibit C), and future expansion of the network through subsequent addenda to the Contract. Staff will request that the Board of Directors approve the proposed Contract, and grant the Executive Director authority to finalize the document (including Exhibit C) and negotiate and execute subsequent addenda and amendments as development and expansion of the network proceeds. (Any designation of services areas will be consistent with direction received from the Executive Committee and/or Board.)

### **Recommendation**

It is requested that the GSCA Executive Committee recommend the following action to the Board of Directors: "Approve and authorize the Executive Director to finalize and execute the Fiber Communication Service Contract between GSCA and UTOPIA, and further to negotiate and execute addenda and amendments to the Contract to incorporate additional project areas and otherwise further the purposes of the Contract, consistent with Executive Committee and/or Board direction."

### **Attachment**

- Proposed Fiber Communications Service Contract between Utah Telecommunication Open Infrastructure Agency and Golden State Connect Authority



FIBER COMMUNICATIONS SERVICE CONTRACT

Dated as of \_\_\_\_\_, 202\_

between

UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY

and

GOLDEN STATE CONNECT AUTHORITY

## FIBER COMMUNICATIONS SERVICE CONTRACT

This Fiber Communications Service Contract (the “Contract”) is entered into as of \_\_\_\_\_, 202\_ by and between the Utah Telecommunication Open Infrastructure Agency (“UTOPIA”), an interlocal cooperative and separate legal entity, body politic and corporate and a political subdivision of the State of Utah, organized under the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and Golden State Connect Authority (“GSCA”), a joint powers authority and public agency organized and existing under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code (UTOPIA and GSCA are sometimes referred to individually as a “Party” and collectively as “Parties” herein).

### R E C I T A L S

1. Pursuant to Section 10-8-14, Utah Code Annotated 1953, as amended, Utah cities may construct, maintain, and operate telecommunication lines and cable television lines.
2. Pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), Utah cities may exercise and enjoy jointly with other cities any power, privileges or authority exercised or capable of exercise by a city.
3. The Interlocal Act permits Utah cities to make the most efficient use of their power by enabling them to cooperate with other cities on the basis of mutual advantage and thereby to provide services and facilities in a manner and under forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs of development of local communities and will provide the benefit of economy of scale, economic development, and utilization of natural resources for the overall promotion of the general welfare of the State of Utah.
4. Pursuant to the Interlocal Act, certain Utah municipalities organized UTOPIA to provide for the acquisition, construction, and installation of facilities, fiber wires and equipment together with related improvements for the purpose of connecting properties within such municipalities and elsewhere to an advanced fiber optic communications network (the “UTOPIA Network”).
5. UTOPIA is a separate legal entity, body politic and corporate and a political subdivision of the State of Utah regularly created, established, organized and existing under and by virtue of the provisions of the Interlocal Act and of the Constitution of the State of Utah.
6. Pursuant to Section 26231 of the California Government Code, California counties may acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service and any telecommunications services necessary to obtain federal or state support for the acquisition, construction, improvement, or maintenance of broadband infrastructure or operation of broadband internet access service.
7. Pursuant to the provisions of the Joint Exercise of Powers Act, California Government Code sections 6500 et seq., two or more California public agencies by agreement may jointly exercise any power common to the contracting parties.

8. Pursuant to the Joint Exercise of Powers Act, rural California counties organized GSCA to establish and operate programs and projects to facilitate provision and expansion of broadband internet access service in rural communities, and to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service.

9. GSCA is a joint powers authority and public agency organized and existing under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code.

10. Under sections 6500 and 6502 of the California Government Code and Sections 11-13-201 and 11-13-202, Utah Code Annotated 1953, GSCA and UTOPIA, respectively, are each authorized to enter into agreements with out-of-state public agencies to jointly exercise any power common to both entities.

11. GSCA proposes to construct, own, and operate one or more open access broadband networks within rural California, in substantially the same manner as a municipal utility.

12. UTOPIA has determined that it has excess capacity in the UTOPIA Network to provide the Construction and Network Management Services and desires to offer such excess capacity to GSCA.

13. GSCA now desires to cause to be acquired, installed, constructed and completed an advanced fiber optic communications network to serve certain locations within the boundaries of GSCA's member counties through the undertaking of the improvements contemplated hereby (as more fully described herein, the "Improvements") and desires further that UTOPIA shall develop and facilitate the construction and installation of said Improvements.

14. The Improvements will be owned by GSCA (as more particularly described herein, the "GSCA-Owned Improvements").

15. It is the intention of the Parties that the Improvements be operated and managed for the mutual benefit of the Parties and that GSCA will pay or cause to be paid certain charges to UTOPIA calculated in accordance with Section 4.1 of this Contract.

16. The Connections Services provided under this Contract are not Cable Television Services or Public Telecommunications Services as defined in the Municipal Cable Television or Public Telecommunications Services Act, Title 10, Chapter 18, Utah Code Annotated 1953, as amended (the "Telecommunications Act").

## AGREEMENT

In consideration of the Construction Services and the Network Management Services herein provided, the benefit GSCA shall receive from such activities and the mutual covenants contained herein, the Parties agree as follows:

### ARTICLE I DEFINITIONS

In addition to the defined terms defined in the recitals and elsewhere in this Contract, the following terms, whether in the singular or in the plural, when used herein and in the exhibits hereto, shall have the meanings set forth below:

“Aggregation Site(s)” means the real property or easement on real property on which the GSCA Hut(s) will be located.

“Agreed Upon End Users” means the number of End Users that may enter into a Equipment Lease with GSCA as part of the estimated maximum price in Section 2.3, which shall be \_\_\_\_\_ End Users. UTOPIA does not guarantee in any way that the Agreed Upon End Users will enter into a Equipment Lease with GSCA to receive services pursuant to this Contract.

“GSCA Product Catalog” means the catalog of products and services maintained by GSCA.

“GSCA Hut(s)” means the shelter(s), electronics, switches, routers, fiber terminations, conduits, cables, racking, generator, UPS units, cooling systems, and other support systems to support the Mainline System, Interconnect(s), and other future potential interconnects located on the Aggregation Site.

“GSCA Network” means fiber optic lines, connection lines and related improvements constructed pursuant to the terms of this agreement and owned by GSCA.

“GSCA-Owned Improvements” means the Improvements comprising the GSCA Network, including Aggregation Site(s), Mainline System, residential installations, and non-residential installations.

“GSCA Network Substantial Completion” means the stage in the progress of developing the GSCA Network when the Improvements are designed, fitted, and constructed in accordance with the specifications of the Contract, reliably offering Connection Services through a Service Provider to End Users to the degree that each End User may expect each Improvement to operate for its expected life span without unreasonable or disruptive complications and may expect to reliably receive Connection Services without interruption.

“Connection Services” means services that End Users purchase as subscribers of the GSCA Network.

“Connection Services Capacity” means the access rights to and capacity in the GSCA Network.

“Contract” means this Fiber Communications Service Contract dated as of \_\_\_\_\_, 202\_, as it may be amended from time to time in accordance with Section 5.20 herein.

“Construction Services” means the services provided by UTOPIA to GSCA pursuant to this Contract whereby GSCA will be able to contract with third-parties to complete design and construction of the GSCA Network, including engineering management, construction management, materials management, and other services as may be agreed by the Parties in writing during the term of this Contract. The term Construction Services is more particularly described in Exhibit A attached hereto and incorporated herein.

“End Users” means the residential and nonresidential entities that receive Connection Services pursuant to this Contract.

"High-level Design" means the overall network design at a macro level, including a general description of the network architecture, topology, routes, materials, setup, and equipment sufficient to allow preparation of a Low-level Design, and associated construction cost estimates.

“Equipment Lease Revenues” means the revenues that are generated pursuant to the Equipment Leases as set forth in Section 4.1(a). The parties acknowledge and agree that the Equipment Lease Revenues constitute "charge[s] imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property" within the meaning of California Constitution, article XIII C, section 1, subdivision (e)(4), and shall administer and implement this agreement consistent with than intent.

“Equipment Leases” means any and all agreements between GSCA and each End User that allows such End User to utilize GSCA-owned infrastructure and equipment in order to connect to the GSCA Network.

“Improvements” means all that real and personal property, tangible or intangible, including all facilities, improvements, and access, lease, use and/or capacity rights, owned by GSCA and utilized to provide Connection Services to the End Users pursuant to this Contract, as more fully described in Exhibit A attached hereto, and incorporated herein.

“Interconnect” means the connectivity between the UTOPIA Network and the GSCA Network.

"Low-level Design" means detailed micro-level design and final engineering resulting in sealed drawings, plans, and specifications suitable for bidding and awarding one or more contracts for construction of the network.

“Mainline System” means all of the newly installed fiber, conduits, handholes restorations and other materials along the roads and within rural California as depicted in Exhibit C hereto.

“Network Management Services” means the services provided by UTOPIA to GSCA pursuant to this Contract whereby End Users have access to the Improvements through which they may contract with Service Providers to receive the broadband internet access service (as defined in Section 53167 of the California Government Code) provided by means of the GSCA Network. The term Network Management Services includes Connection Services Capacity and is more particularly described in Exhibit B attached hereto and incorporated herein.

“Operating Contingency” means an unplanned event or circumstance, a series of events or circumstances, or any restriction or condition imposed by any governmental authority which reduces and materially adversely affects access to the Improvements.

“Original Term” has the meaning ascribed to such term in Section 5.21 hereof.

“Revenues” means the Service Fees and the Equipment Lease Revenues generated from services through the GSCA Network to End Users within rural California pursuant to this Contract.

“Service Fees” means all wholesale or retail fees (excluding fees relating to the Equipment Leases) charged by or on behalf of GSCA to the End Users of the Improvements or a Service Provider using the GSCA Network to provide services to End Users as set forth in Section 4.1(b). The parties acknowledge and agree that the Service Fees constitute "charge[s] imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property" within the meaning of California Constitution, article XIII C, section 1, subdivision (e)(4), and shall administer and implement this agreement consistent with than intent.

“Service Provider” means a third-party that has contracted with GSCA to provide internet or telecommunications services across the GSCA Network.

“Uncontrollable Forces” means any cause beyond the control of the Party affected, including, but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbances, labor disturbance, sabotage, and restraint by court or public authority.

“UTOPIA” means the Utah Telecommunications Open Infrastructure Agency, a separate legal entity, body, politic and corporate and a political subdivision of the State of Utah, created pursuant to the Interlocal Act.

“UTOPIA Network” means fiber optic lines, connection lines and related improvements and facilities acquired, constructed and owned by UTOPIA, including all access rights and capacity in the UTOPIA Network and access rights and capacity in other networks.

ARTICLE II  
CONSTRUCTION SERVICES AND ACQUISITION OF IMPROVEMENTS

Section 2.1 Construction Services. UTOPIA shall provide to GSCA, and GSCA shall receive from UTOPIA, Construction Services, sufficient to facilitate low-level design and construction of the Improvements by a third-party or third-parties as contracted by GSCA, to allow End Users benefitting from the Improvements to connect to the GSCA Network.

Section 2.2 Contractors, Staffing, Date of Commencement and Project Area.

(a) UTOPIA will provide services necessary for GSCA to contract for the completion of the work associated with the acquisition, low-level design installation, construction and completion of the Improvements.

(b) UTOPIA will provide all services necessary to assist GSCA in contracting with a third-party or third-parties, pursuant to RFP or other selection model in accordance with GSCA's internal policies or other legal requirements, to complete the low-level design and construction of the Improvements, as further described in Exhibit A.

(c) GSCA will hire and maintain staff it deems sufficient to perform its duties under this Contract. GSCA will consult with UTOPIA prior to hiring personnel whose primary duties concerns construction or management of the GSCA Network in order to confirm that prospective employees possess the knowledge and skills necessary for working with UTOPIA in the provision of the Construction Services.

(d) The date of commencement of the Construction Services shall be the date fixed in a notice to proceed issued by GSCA.

(e) UTOPIA shall assist GSCA in identifying one or more parcels of real property to site each of the required Aggregation Sites, and all required GSCA Huts, within 90 days from the date of commencement, and shall further assist GSCA in obtaining, at GSCA's expense, a parcel of real property or an easement to a parcel of real property sufficient to allow construction of each Aggregation Site together with the right to access the Aggregation Site as needed and provide necessary utility connections to each site within 90 days after a site has been identified.

(f) GSCA shall provide UTOPIA all plans, charts, maps, GIS data, and any other information relating to the proposed GSCA Network, that are in GSCA's possession upon the date of commencement.

The Construction Services shall consist of the work necessary to facilitate low-level design and construction of the Improvements, within the area depicted on Exhibit C, which will allow End Users to sign up and schedule installation for services under UTOPIA's typical process and timeframes. In the event that UTOPIA is not able to facilitate construction in any area requested by GSCA and depicted on Exhibit C as a result of circumstances beyond the control of UTOPIA, including but not limited to delays by third-parties in granting necessary permits, UTOPIA will use its best efforts to facilitate complete construction as soon as possible.

(g) Construction Services for extensions of the GSCA Network into any new development in the area included in Exhibit C after the execution of this Contract or any other area may be provided by UTOPIA when agreed by the Parties in an addendum approved in accordance with Section 5.20.

Section 2.3 Price of Improvements.

(a) GSCA and UTOPIA agree that the Estimated Maximum Price (the “EMP”) for the Contract will be \_\_\_\_\_ Million Dollars (\$ \_\_,000,000.00). This EMP provides an estimate of the cost of completing construction of the Improvements consistent with UTOPIA’s Construction Services and completion of the Improvements more particularly set forth in Exhibit A hereto. UTOPIA does not guarantee that third-parties will be able to complete construction of the Improvements for the EMP.

(b) UTOPIA will not provide further Construction Services after the EMP has been expended by GSCA unless the Parties agree in writing that UTOPIA will provide additional work and GSCA provides adequate assurances to UTOPIA that it has the financial resources available to pay UTOPIA for the additional Construction Services.

Section 2.4 Invoices to UTOPIA, Accounting and Records.

GSCA will contractually require that all third-parties contracted by GSCA to complete low-level design and construction of the Improvements provide invoices for work completed to UTOPIA. UTOPIA shall keep full and detailed records and accounts related to the cost of work completed by third-parties and exercise such controls as may be necessary for proper financial management and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to GSCA and in accordance with generally accepted accounting principles as published by the Financial Accounting Standards Board (“GAAP”). GSCA and GSCA’s auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, UTOPIA’s records and accounts, including complete documentation supporting accounting entries, books, codependence, instructions, drawings, receipts, subcontracts, subcontractor’s proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. UTOPIA shall preserve these records for a period of six (6) years after final payment, or for such longer period as may be required by law or GSCA’s policy and schedule regarding the disposition of records.

Section 2.5 Payments.

GSCA shall make full payment for the Improvements listed in Section 2.3 as follows:

(a) The Parties agree that GSCA will obtain financing to pay UTOPIA



and third-parties contracted by GSCA to complete construction of the Improvements through a combination of revenue bonds issued by GSCA and state and federal subsidies. In the event that GSCA is not successful in obtaining financing within 90 days following the date of commencement for reasons that are outside of the control of GSCA, either party may elect to terminate this Contract without cause and without obligation to the other party by providing notice in writing to the other party.

(b) Consistent with the relevant terms of GSCA's financing sources, upon successfully obtaining financing as described in subdivision (a), GSCA will deposit funds in an amount that is not less than the EMP with a trustee to be mutually agreed upon by the Parties (the "Trustee").

(c) Upon receipt by UTOPIA of any invoice from a third-party contracted by GSCA, UTOPIA will review the invoice and submit the invoice to the Trustee and GSCA for payment to the third-party.

(d) Each month, UTOPIA will provide GSCA and the Trustee with a notice that includes a complete accounting (the notice and accounting, together, the "Notice of Payment"), according to the accounting standards set forth in Section 2.4, substantiating the complete cost of the work completed in the preceding month. Together with the Notice of Payment, UTOPIA will submit, and GSCA agrees to pay, a monthly invoice to GSCA and the Trustee for an amount equal to 3% of the total amount included in each Notice of Payment (the "Construction Services Payment").

(e) The Trustee will release payments to UTOPIA directly for the Construction Services Payment and to GSCA for payment of third-party contractors on behalf of GSCA at the later of the following: (i) within thirty (30) days of receipt of a Notice of Payment; (ii) if GSCA requests any such documentation or walk-through provided for in Section 2.6 within thirty (30) days of its receipt of such documentation and the walk-through inspection; or (iii) if GSCA issues UTOPIA a Notice of Deficiency, within thirty (30) days of UTOPIA's resolution of such deficiencies or resolution of such dispute according to mediation pursuant to Section 2.6(d).

## Section 2.6 Inspection by GSCA.

(a) Upon receipt of Notice of Payment for any Improvement, GSCA will have thirty (30) days to request a detailed walk-through inspection of such Improvement or installation with any representatives or inspectors designated by GSCA and as-built drawings, inspection reports, and test documentation of the completed Improvements from UTOPIA or third-party contracted by GSCA.

(b) Inspection services under this Section shall be paid for as set forth in Section 2.5. At GSCA's request, UTOPIA shall assist GSCA in contracting with a third-party or third-parties to perform inspection services, pursuant to RFP or other selection model in accordance with GSCA's internal policies or other legal requirements. UTOPIA will further provide oversight, training, and dispatch services for the selected inspectors, consistent with the terms of Exhibit B. GSCA shall at all times retain the right to have

employees or agents of GSCA or its affiliates personally inspect any Improvements or work performed under this agreement, whether in progress or completed.

(c) Upon delivery of any requested materials and after a walk-through inspection, if requested, as provided for in the preceding paragraph, GSCA will have an additional thirty (30) days to provide written notice to UTOPIA of any Improvement or installation deficiencies that would prevent the GSCA Network from operating as provided in this Contract or any disputes related to the cost accounting in the Notice of Payment ("Notice of Deficiency").

(d) Upon receipt of a Notice of Deficiency relating to work completed by a third-party contracted by GSCA, UTOPIA agrees to provide all necessary assistance to GSCA in resolving any disputed cost and/or remedying the deficiencies outlined in such notice. UTOPIA is not obligated to pay GSCA or any third-party any disputed costs or to remedy any deficiency in the work completed by any third-party, except to the extent that such disputed cost or deficiency arises from the negligence or willful misconduct of UTOPIA.

(e) Upon receipt of a Notice of Deficiency relating to the Construction Services or any amount to be paid to UTOPIA, UTOPIA may consent to the adjusted cost and/or remedy the deficiencies outlined in such notice, or UTOPIA shall be entitled to request mediation (from a mediator mutually agreed upon by the Parties, with the cost to be split 50/50 between the Parties) of the disputed cost or deficiency. A request for mediation shall be made by UTOPIA within fourteen (14) days after receipt of Notice of Deficiency. Failure to request mediation within this fourteen (14)-day period shall result in the Notice of Deficiency becoming binding upon UTOPIA.

#### Section 2.7 Residential Installations.

(a) UTOPIA will coordinate residential installations to subscribed locations within rural California as part of the Network Management Services, in accordance with the Equipment Lease entered into with an End User. Installations include the typical signup process available through an online ordering system to be provided by UTOPIA, scheduling, materials and labor for the placement of drop conduit, fiber cable, splicing, indoor fiber termination electronics, and a single Cat5e installation to the subscriber's router. Only a standard UTOPIA installation based on a lowest-cost-path is included in this Section 2.7. Alternative routes, cable fishing, or subscriber preferences that increase the expense above UTOPIA's standard installation are subject to Section 2.8. All physical components of the installation shall be owned by GSCA.

(b) UTOPIA shall assist GSCA in contracting with a third-party or third-parties to perform installation services, pursuant to RFP or other selection model in accordance with GSCA's internal policies or other legal requirements. UTOPIA will further provide oversight, training, and dispatch services for the selected installers, consistent with the provisions of this Section.

(c) Residential Installations under this Section shall be paid for as set forth in Section 2.5. The EMP only includes standard installations to the Agreed Upon End Users. In the event GSCA determines to provide Connection Services to more than the Agreed Upon End Users, it shall submit to UTOPIA a written proposal, requesting additional installations and capacity from UTOPIA. Said proposal shall specify the total number of additional End Users to be provided Connection Services and the date on which GSCA requests the capacity for such Connection Services to be effective. UTOPIA shall accept or reject said proposal in full or in part within 15 days from the date it received the proposal and provide GSCA an estimate of the costs required to provide the requested additional installations.

Section 2.8 Nonresidential and Non-Standard Installations. UTOPIA shall coordinate nonresidential and non-standard installations to locations within rural California upon request from such potential customers. UTOPIA will coordinate with GSCA to determine how to finance the construction of connections to non-residential customers or customers requesting non-standard installations.

Section 2.9 Acceptance. UTOPIA will provide as-built drawings, inspection reports, and test documentation or walk-through inspection of the completed Improvements. Acceptance by GSCA will occur 30 days from the date when GSCA has been allowed a walk through inspection, if so requested, and received any requested documentation requested pursuant to Section 2.6, if GSCA has not yet issued a Notice of Deficiency for such Improvement; or if GSCA has timely issued a Notice of Deficiency for such improvement, upon receipt by GSCA of written notice from UTOPIA or third-party contractor of successful remediation of each item on such Notice of Deficiency. Acceptance by GSCA pursuant to this Section 2.9 does not constitute a waiver of GSCA's right to enforce any term of this Contract, and Acceptance is not a waiver of any future claim, remedy, or cause of action GSCA may have in the future, whether under warranty or contract, related to the GSCA Network and this Contract.

Section 2.10 Repair. At all times after acceptance pursuant to Section 2.11, GSCA will be responsible for repairing or replacing any conduit, fiber, or system electronics that become damaged or defective from normal wear and use of GSCA Network assets. UTOPIA will monitor the GSCA Network for needed repairs and coordinate repair work for GSCA.

Section 2.11 Electronics Maintenance. GSCA is responsible for maintaining the electronics of the GSCA Network, including aggregation switches, subscriber demarcation devices, and transceivers. GSCA is responsible for maintaining the support systems including cabinet, battery backup systems, generator, transfer switches, and air conditioners. UTOPIA will coordinate regular maintenance on the electronics and support systems including configuration updates, code updates, firmware updates, cleanings (as necessary), refueling, battery replacement, and other tasks needed to keep the GSCA Network in working condition.

Section 2.12 Electronics Replacement. At all times after acceptance pursuant to Section 2.9, GSCA is responsible for keeping the electronics components of the GSCA Network. UTOPIA commits that all electronics components of the GSCA Network are new or like-new condition and meet current standards at the time of installation. All electronics components of the GSCA Network will support 1 Gbps speeds throughout the GSCA Network. The GSCA Network will also be designed so that 10 Gbps service can be available anywhere within the GSCA Network

service area with only a change of electronic interfaces so that the option to upgrade to 10 Gbps service is available.

Section 2.13 Utility Locating. GSCA will be responsible to provide utility locating services directly or via sub-contractor for the GSCA Network. UTOPIA will coordinate the provision of these services.

Section 2.14 Ownership of Improvements. It is agreed and understood that all real and personal property constituting the Improvements shall be owned by GSCA.

### ARTICLE III

#### NETWORK MANAGEMENT SERVICES

Section 3.1 Network Management Services. UTOPIA shall provide to and GSCA shall receive from UTOPIA, Network Management Services, including Connection Services Capacity, to allow End Users benefitting from the Improvements within rural California to connect to the GSCA Network.

Section 3.2 System Capacity.

(a) UTOPIA has determined that it has excess capacity in the UTOPIA Network to provide the Network Management Services and that it will make such capacity available to GSCA.

(b) UTOPIA shall assist GSCA in contracting for internet exchange services and any ancillary services necessary to allow adequate connection and capacity between the GSCA Network and the global internet. UTOPIA will further provide oversight and coordination of such services so that adequate connectivity is maintained at all times during the term of this agreement. All rights, connectivity, and capacity obtained under such contracts shall be owned by GSCA.

(c) UTOPIA agrees to ensure that the Improvements are designed to provide a minimum of 20 Gbps of network capacity to each of the GSCA Hut(s) upon acceptance of the completion of the GSCA Hut(s). The Improvements will maintain at least 30% headroom of unused capacity to the Aggregation Site and will monitor and coordinate upgrades to the capacity to the Aggregation Sites of the GSCA Network if 70% utilization is exceeded based on a 95%/5min interval monthly calculation.

Section 3.3 Availability. UTOPIA shall provide continuous Network Management Services barring only emergency or scheduled downtime, curtailments, and Operating Contingencies.

Section 3.4 [OMITTED].

Section 3.5 [OMITTED].

Section 3.6 Network Operations Center (NOC) Services. UTOPIA agrees to provide monitoring of the GSCA Network on a 24/7 basis from its NOC. This includes device monitoring, outage notifications, configuration of devices, diagnostics, repair dispatch, and other services as

generally provided by the NOC.

Section 3.7 Network Engineering Services. UTOPIA will maintain the configurations, code, and design of the GSCA Network to ensure that it meets the needs of the GSCA Network. Additionally, UTOPIA agrees to provide network design services to GSCA for the purposes of interconnecting GSCA.

Section 3.8 Field Technician Services. UTOPIA shall assist GSCA in contracting with a third-party or third-parties to perform field technician services, pursuant to RFP or other selection model in accordance with GSCA's internal policies or other legal requirements. UTOPIA will further provide oversight, training, and dispatch services for the selected field technicians, consistent with the terms of Exhibit B.

Section 3.9 Billing and Collection by UTOPIA. UTOPIA will provide billing and collection services, including collection of late payments, for Connection Services and Equipment Leases to the End Users on behalf of GSCA. All billing and collection services will be performed using the name and address of GSCA whenever reasonably possible. Funds received by UTOPIA in the course of such activities shall be held in trust for the benefit of the parties hereto, and allocated and disbursed in accordance with Section 4.1 and Exhibit B.

Section 3.10 Customer Service. UTOPIA staffs a customer service call center for sales, information, and other miscellaneous issues. For outages, technical support, and billing issues, subscribers are generally expected to call their contracted service provider. In the event a service provider determines the issue is related to problems with the GSCA Network and not the service provider or in-home equipment, then the service provider may refer the issue to UTOPIA.

Section 3.11 Technical Support. UTOPIA will provide technical support for the connection up to the demarcation switch in each home or business. Technical support for customer routers, in-home wiring, computers, and in-home Wifi is not a service that UTOPIA provides. Such services will be handled by the subscriber's contracted Service Provider, based on their terms of service.

Section 3.12 IT Systems. UTOPIA will be responsible for incremental costs for software licensing expenses incurred for managing the GSCA Network including device monitoring, billing software, configuration management, and automated provisioning systems.

Section 3.13 Geographic Information System (GIS). UTOPIA will be responsible for maintaining GIS data for the GSCA Network, including the costs for any software licensing, hardware, and data archival expenses. UTOPIA shall provide a full buildout schematic (both paper and electronic) of the system to GSCA within 90 days of final completion.

Section 3.14 Minimum Response and Resolution Deadline.

(a) UTOPIA shall provide the Network Management Services in a prompt and efficient manner in accordance with the standards outlined more fully in Exhibit B to provide for the uninterrupted operation of the GSCA Network and in accordance with industry best practices.

(b) UTOPIA shall provide End User and Service Provider customer support

though email and phone on a 24/7 basis and shall provide support to address any failures in the GSCA Network to provide Connection Services immediately upon notification of such failure. UTOPIA shall maintain a dedicated telephone number and email address for GSCA Network customer support. Communications to and from this dedicated telephone number and email address shall be done in the name of "Golden State Connect Authority."

(c) Failure of UTOPIA to provide Network Management Services as detailed in this Contract at a level that is consistent with industry-accepted standards shall be considered a material breach of this Contract and shall entitle GSCA to pursue all remedies available including termination of this Contract, injunctive relief, and monetary damages.

Section 3.15 [OMITTED].

#### ARTICLE IV

#### PAYMENT FOR NETWORK MANAGEMENT SERVICES; DISTRIBUTION OF REVENUES

##### Section 4.1 Determination of Payment/Revenue Distribution.

(a) UTOPIA shall on behalf of GSCA, impose and collect ongoing fees and charges from End Users for the Equipment Leases and any other cost recovery as may be agreed to by any End User. UTOPIA agrees to charge residential End Users the amount specified by GSCA for each Equipment Lease. GSCA will consult with UTOPIA prior to increasing or decreasing the amount charged to existing or future End Users under this Subsection. UTOPIA will remit the fees and charges collected for the Equipment Leases to GSCA on a monthly basis.

(b) UTOPIA shall, on behalf of GSCA, impose and collect wholesale or retail fees from Service Providers or End Users ("Service Fees") based upon the amount and the types of products and services delivered in accordance with this Contract and the GSCA Product Catalog. GSCA may amend the GSCA Product Catalog after consultation with UTOPIA, subject to Subsection 4.1(c).

(c) (1) Except as provided in subsection (c)(2), UTOPIA is not responsible for any changes in the retail pricing from Service Providers. GSCA's wholesale prices are subject to change when mutually agreed upon in writing by GSCA and UTOPIA. Such agreement shall not be unreasonably withheld, conditioned, or delayed. GSCA may introduce additional products and different wholesale pricing when mutually agreed upon in writing by GSCA and UTOPIA.

(2) Notwithstanding subsection (c)(1), UTOPIA shall ensure, through appropriate contractual provisions, that the retail pricing charged to End Users by Service Providers complies with the requirements specified by any federal, state, or other source of funding for the construction or operation of the GSCA Network, or otherwise committed to by GSCA in any funding application and financing package after consultation with UTOPIA. This includes, without limitation, any requirements relating to pricing commitments, low-cost broadband plans, or affordability.

(3) The parties acknowledge and agree that certain federal, state, or other sources of funding for the construction or operation of the GSCA Network may require the GSCA Network to offer one or more low-cost broadband plans, or GSCA may commit to offer such plans in funding applications or financing packages after consultation with UTOPIA. In the event that offering such a plan requires any reduction in the amount charged by, or on behalf of, GSCA to End Users or Service Providers, the parties agree that such reduction shall be achieved solely through adjustment of the Service Fees imposed pursuant to Section 4.1(b) and that the Equipment Lease charges imposed pursuant to Section 4.1(a) shall not be reduced.

(d) In consideration for the Network Management Services provided by UTOPIA hereunder, GSCA agrees to compensate UTOPIA at the rates set forth in Exhibit B. This payment will be accomplished by UTOPIA deducting and retaining the applicable amounts set forth in Exhibit B from the Service Fees collected from Service Providers or End Users on a monthly basis in accordance with Section 4.1(b). All remaining Service Fees shall be remitted monthly to GSCA.

(e) Revenues under this Contract are anticipated to commence when GSCA is provided with Network Management Services related to the Improvements and when one or more End Users have been charged for Equipment Leases or Service Fees.

(f) If UTOPIA does not remit the portion of Service Fees to which GSCA is entitled pursuant to Section 4.1(d) in full on or before the close of business on the fifteenth day of the month in which said payment is due, an interest charge will be made at the rate of ten percent (10%) per annum or the maximum rate of interest legally chargeable, whichever is less.

Section 4.2 Remedies. UTOPIA or GSCA may take whatever action at law or in equity may appear necessary or desirable to collect the amounts payable hereunder, then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the other Party under the provisions of this Contract. Such action may include, but is not limited to, suspension or termination of services to GSCA in the event of material breach. GSCA may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of UTOPIA under the provisions of this Contract. Such action may include, but is not limited to, termination of this Contract in the event of material breach. UTOPIA or GSCA shall have the right from time to time to begin and maintain successive proceedings against the other party for the recovery of the other Party's obligations under this Contract. Nothing herein contained shall be deemed to require UTOPIA or GSCA to defer commencement of any such proceeding until the end of the term of this Contract.

Section 4.3 No Exclusive Remedy. No right or remedy herein conferred upon or reserved to UTOPIA or GSCA is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing. The failure of UTOPIA or GSCA to insist at any time upon the strict observance or performance by the other Party to this Contract of any of the provisions of this Contract, or to exercise any right or remedy provided for in this Contract, shall not impair any

such right or remedy nor be construed as a waiver or relinquishment thereof for the future. Receipt by UTOPIA or GSCA of any payments required to be made under this Contract with knowledge of the breach of any provisions of this Contract, shall not be deemed a waiver of such breach. In addition to all other remedies provided in this Contract, UTOPIA or GSCA shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the provisions of this Contract, or to a decree concerning performance of any of the provisions of this Contract, or to any other remedy legally allowed.

## ARTICLE V

### GENERAL PROVISIONS

Section 5.1 Submission to Authorized Attorney. This Contract shall be submitted for approval to the governing bodies of UTOPIA and GSCA and to an authorized attorney for UTOPIA and for GSCA who shall approve this Contract if such attorney determines that it is in proper form and compatible with the laws of the State of Utah and the State of California.

Section 5.2 Acquisition and Construction of the Improvements. UTOPIA will provide all services necessary to assist GSCA in acquiring all permits, licenses, rights and privileges, structures, equipment, and facilities with respect to the acquisition and construction of the Improvements necessary for the performance by UTOPIA of this Contract.

Section 5.3 UTOPIA not Obligated for GSCA Debt. All obligations of GSCA are payable solely by GSCA and are not a debt or other obligation of UTOPIA; *provided however*, that nothing in this Section 5.3 shall be construed as limiting either party's obligations under Section 4.1 of this Contract.

Section 5.4 Termination. Either party may suspend its performance or terminate this Contract for cause in the event of an uncured material breach by the opposing party, subject to the following:

(a) In the case of a monetary default by either party for failure to pay or remit any undisputed amount, the defaulting party shall have thirty (30) calendar days to effect a cure after receipt of written notice of a failure to pay. If the defaulting party does not remedy the monetary default in full within ten (30) calendar days, the non-defaulting party may suspend its performance until the non-defaulting party has remedied the monetary default in full. If the non-defaulting party does not cure the breach or default within thirty (30) calendar days after receipt of written notice of a failure to pay, the non-defaulting party may elect to terminate this Contract by providing written notice of such election to the defaulting party.

(b) In the case of a non-monetary default by either party, the non-defaulting party shall give written notice of such occurrence to the defaulting party. The defaulting party shall have thirty (30) calendar days after receipt of written notice to effect a cure. If the default cannot be corrected within such thirty (30) calendar day period, the defaulting party may be given additional reasonable time in which to effect a cure, in the sole discretion of the non-defaulting party, provided the defaulting party commences corrective action within the original thirty (30) calendar day period and thereafter diligently prosecutes the



corrective action to completion. If the defaulting party does not timely cure the breach or default within the time periods specified above, the non-defaulting party may elect to terminate this Contract by providing written notice of such election to the defaulting party.

Section 5.5 Disposition at Termination. After this Contract has expired or has been terminated in accordance with its terms, unless otherwise agreed to by the Parties, all revenues generated during the term of this Contract shall belong to each Party as designated by this Contract. No later than 90 days before the date at which this Contract will terminate, whether by expiration of a term or by request from either Party, UTOPIA shall engage in good-faith negotiations with GSCA for an arrangement that would allow GSCA to assume control of the Improvements.

Section 5.6 Risk of Loss. Each Party is solely responsible for the risk of loss of, or damage to, equipment of that Party (regardless of where located), unless the loss or damage results from the negligence or fault of the other Party.

Section 5.7 Several Obligations. Except where specifically stated in this Contract to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Contract shall ever be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be individually and severally liable for its own obligations under this Contract and shall not be liable for any obligation of the other.

Section 5.8 Liability Dedication. Nothing in this Contract shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a party to this Contract.

Section 5.9 Insurance/Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties hereto pursuant to Government Code section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree, pursuant to Government Code section 895.4, as follows:

(a) GSCA shall hold harmless, defend, and indemnify UTOPIA, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of UTOPIA) being damaged by the negligent acts, willful acts, or errors or omissions of GSCA, or any person employed by or under GSCA in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of UTOPIA.

(b) UTOPIA shall hold harmless, defend, and indemnify GSCA, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of GSCA) being damaged by the negligent acts, willful acts, or errors or omissions of UTOPIA, or any person employed by or under UTOPIA in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of GSCA.

(c) GSCA and UTOPIA shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

Section 5.10 Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN ANY OTHER PROVISION OF THIS CONTRACT AND EXCEPT FOR CLAIMS MADE BY THIRD PARTIES WHICH SHALL NOT BE LIMITED BY THIS SECTION, THE PARTIES AGREE THAT THE RECOVERY BY ANY PARTY, INCLUDING ANY LIABILITIES, DAMAGES, COSTS OR OTHER EXPENSES (i) AS A RESULT OF ANY BREACH OR NONFULFILLMENT BY A PARTY OF ANY OF ITS COVENANTS, AGREEMENTS OR OTHER OBLIGATIONS UNDER THIS CONTRACT OR (ii) BY REASON OF OR ARISING OUT OF ANY OF THE EVENTS, CONDITIONS OR OTHER MATTERS UNDER THIS CONTRACT, SHALL BE LIMITED TO ACTUAL DAMAGES AND SHALL NOT INCLUDE OR APPLY TO, NOR SHALL ANY PARTY BE ENTITLED TO RECOVER, ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, ANY DAMAGES ON ACCOUNT OF LOST PROFITS OR OPPORTUNITIES OR BUSINESS INTERRUPTION OR DIMINUTION IN VALUE) SUFFERED OR INCURRED BY ANY PARTY; PROVIDED, HOWEVER, THAT SUCH RESTRICTION AND LIMITATION SHALL NOT APPLY TO A PARTY'S OBLIGATION TO INDEMNIFY THE OTHER PARTY: (a) AS A RESULT OF A THIRD PARTY CLAIM FOR SUCH INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, (b) FOR CLAIMS THAT ARE COVERED BY INSURANCE AND ANY RELATED DEDUCTIBLES, OR (c) FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LIABILITIES ON ACCOUNT OF LOST PROFITS OR OPPORTUNITIES OR BUSINESS INTERRUPTION OR DIMINUTION IN VALUE) THAT ARE A RESULT OF SUCH INDEMNIFYING PARTY'S OR ITS AFFILIATES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Section 5.11 Wage. The Parties acknowledge that all "public works" undertaken in connection with this Contract will be subject to the requirements of California's Prevailing Wage Law (Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the California Labor Code). UTOPIA shall assist GSCA in complying with GSCA's obligations under the Prevailing Wage Law in connection with all such public works.

Section 5.12 Books and Records. UTOPIA agrees that it shall maintain separate books and records relating to the Improvements and that proper allocation and distribution of funds will be made with respect to the operations of the Improvements. GSCA shall receive from UTOPIA a monthly statement on the accounting and disposition of Equipment Leases and Service Fees. UTOPIA shall submit to GSCA such supporting data with respect to all annual budgets and yearly accounting reconciliations as are reasonably necessary to enable GSCA to effect proper accounting therefor. All bank records, books of account and accounting records of UTOPIA relating to this Contract shall be available for inspection and utilization by a duly authorized officer or designee of GSCA at all reasonable times. UTOPIA shall cause such books of account of the Improvements to be audited annually by independent public accountants experienced in utility accounting. A copy of each such annual audit, including any recommendations of the accountants with respect

thereto, shall be promptly made available by UTOPIA to GSCA.

Section 5.13 Relationship to Other Instruments. It is recognized that UTOPIA and GSCA must comply with all licenses, permits and regulatory approvals necessary for the ownership, acquisition, construction and operation of the Improvements, and it is, therefore, agreed that this Contract is made subject to the terms and provisions of such licenses, permits and regulatory approvals, except that GSCA shall not be bound by any term or provision of any license, permit, or regulatory approval, which may contradict or vary the terms hereof unless it expressly consents in writing to be so bound.

Section 5.14 Dispute Resolution. Notwithstanding any other provision in this Agreement, neither Developer nor County shall commence any legal action, or willfully engage in any other act or omission inconsistent with the terms of this Agreement (a “Self-Help Remedy”), without first initiating, and participating in good faith in, an “Emergency Working Group Meeting” pursuant to the terms of this Section. Upon receipt of any Default Notice, or upon the existence of any dispute or disagreement between the Parties arising out of or relating to this Agreement, any party may initiate an Emergency Working Group Meeting to address and seek to resolve the dispute or disagreement by giving written notice to the other Party setting forth the nature of the issue in dispute and the desire to hold an immediate Emergency Working Group Meeting. The Meeting shall be held within 10 days of the written notice, unless extended by mutual written agreement of the Parties. Failure to hold the required Meeting prior to commencing any legal action or engaging in any Self-Help Remedy will result in the award of all reasonable attorney’s fees and costs to the party found by any Court to be responsible for the failure to timely hold the Meeting. To expedite the process of commencing and completing an Emergency Working Group Meeting, if and when the need for such a Meeting should arise, the Parties shall form the Emergency Working Group within 60 days of the Effective Date of this Agreement, which shall consist of the Executive Director and General Counsel of both Parties, along with such other members as may be designated by either party. Both GSCA and UTOPIA shall maintain a current list of names and contact information for the Emergency Working Group.

Section 5.15 Assignment. Neither this Contract nor any part hereof shall be assigned by any Party without prior written consent of the other.

Section 5.16 Furnishing Service to Others. UTOPIA, by entering into this Contract, does not hold itself out to provide the Improvements or similar service to any other person or entity.

Section 5.17 Uncontrollable Forces. No Party shall be considered to be in default in respect to any obligation hereunder, other than under Article III, if prevented from fulfilling such obligation by reason of an Uncontrollable Force. If a Party is rendered unable to fulfill any obligation by reason of an Uncontrollable Force such Party shall exercise due diligence to remove such inability with all reasonable dispatch and shall keep the other Parties fully informed of changes and conditions as far in advance as possible.

Section 5.18 Cable Television Services and Public Telecommunications Services. The Parties hereto acknowledge and represent that neither party, by entering into this Contract, shall provide or be required to provide Cable Television Services or Public Telecommunications Services as defined in the Telecommunications Act, nor is either party capable of providing said services. Furthermore, the Parties hereby acknowledge and represent that to the best of their

knowledge, GSCA is paying for the full cost of providing the Network Management Services or other services received by it pursuant to this Contract.

Section 5.19 Entire Agreement. This Contract constitutes the entire agreement among the Parties with respect to the subject matter hereof. No change, variation, termination, or attempted waiver of any of the provisions of this Contract shall be binding on the Parties unless executed in writing by the other Party. This Contract shall not be modified, supplemented, or otherwise affected by course of dealing.

Section 5.20 Amendments. This Contract shall not be amended, modified, or otherwise altered in any manner without the consent of the Parties hereto, which consent shall not be unreasonably withheld; provided however, that Section 5.21, Section 5.23, and Section 5.24 hereof shall not be amended.

The parties acknowledge and agree that GSCA intends to further expand the GSCA Network into additional project areas. The parties agree to work collaboratively and in good faith to negotiate on or more addenda to this Contract under which UTOPIA will provide Construction Services and Network Management Services in connection with these future expansions. Neither party shall unreasonably withhold, condition, or delay approval of an addendum relating to such an expansion.

Section 5.21 Effective Date and Original Term. This Contract shall be effective as of the date hereof and shall continue in effect until October 1, 2032 (the "Original Term"), or such later time when any obligations issued by GSCA and payable from amounts hereunder shall have been retired in accordance with their terms. Upon the expiration of the Original Term or any renewal term, this Contract will be automatically renewed for a five (5) year period unless, at least one (1) year prior to the renewal date, either party gives the other party written notice of its intent not to renew the Contract.

Section 5.22 Notice.

Any notice, demand, or request provided for in this Contract shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

UTOPIA: UTOPIA  
5858 South 900 East  
Murray, UT 84121  
Attn: Chief Executive Officer

GSCA: GOLDEN STATE CONNECT AUTHORITY  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
Attn: Executive Director

The Parties may, at any time, by notice to the other designate different or additional persons or different addresses for the giving of notice hereunder.

Section 5.23 Third-Party Beneficiaries. The terms and provisions of this Contract shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and assigns. No other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third-party beneficiary or otherwise.

Section 5.24 Governing Law; Venue. This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in a state or federal court located in Sacramento County, California.

Section 5.25 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.26 Severability. If any provision of this Contract shall be held or be deemed to be or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatsoever.

[Signature pages follow]

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this contract the day and year herein first above written.

UTAH TELECOMMUNICATION OPEN  
INFRASTRUCTURE AGENCY

(SEAL)

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

GOLDEN STATE CONNECT AUTHORITY

(SEAL)

By: \_\_\_\_\_  
Title: EXECUTIVE DIRECTOR

DRAFT

The foregoing Contract is hereby approved as to form.

\_\_\_\_\_  
Attorney for Utah Telecommunication Open  
Infrastructure Agency

\_\_\_\_\_  
Attorney for Golden State Connect Authority

DRAFT

## EXHIBIT A

### CONSTRUCTION SERVICES

#### **Planning, Design and Implementation**

UTOPIA will provide planning, design and implementation of the Improvements within the area depicted in Exhibit C, as set forth herein. A full outside plant design, network design and operational impact review will be provided along with a project implementation plan timeline, along with associated budget for the plan. The plan will include:

- Creation/Import of GSCA records into GIS system
- Creation of High-level design for the network within the area depicted in Exhibit C, and, upon request of GSCA, a reasonable number of high-level designs for potential expansion of the network.
- Estimated cost for the outside plant build requested area
- Estimated cost for the network engineering build
- Project Engineer to interact and answer questions about the proposals and presentations
- Support for submittal of change orders for any changes on the design plan
- Supporting production map(s) and documentation for proposed build areas
- Extract of information in supported format provided by UTOPIA

UTOPIA shall be responsible for performing all aspects of network planning and design within the area depicted in Exhibit C, without additional cost to GSCA, except for Low-level Design and final engineering. If GSCA seeks state or federal grant funding for network planning, design, or implementation, GSCA shall, where feasible, include the reasonable costs of UTOPIA's services within the grant application, and shall reimburse those amounts to UTOPIA from grant funds to the extent allowed by the grant.

UTOPIA shall assist GSCA in contracting with one or more licensed engineering firms, pursuant to RFP or other selection model in accordance with GSCA's internal policies or other legal requirements, to complete the low-level design of the Improvements. UTOPIA shall further provide coordination, oversight, and management of the services provided by the selected engineering firms.

#### **GIS Services**

Upon implementation of new network designs UTOPIA will create, manage and maintain a Geo-spatial database to track the build of the GSCA Network. UTOPIA will provide a conversion method to import engineering documentation (CAD Conversion) and



modify the geo-spatial database to include As-Built updates as reported.

Continued support will be offered by taking GPS data collection for key OSP elements, recording that information into the database, providing and tracking fiber assignments made for provisioning services and when requested, provide an extract of the database for GSCA in an available format

### **Outside Plant Services**

During construction UTOPIA will appoint a Project Manager to facilitate all approved construction for the specific project. They will coordinate and assist GSCA in the procurement process to award construction contracts to qualified contractors. They will provide management over employees and contractors during the construction process by ensuring industry best practices and consistent engineering specifications are met. UTOPIA shall consult with GSCA regarding the appointment of any Project Manager. GSCA shall have the right, in its sole discretion, to reject any proposed Project Manager, or to refuse to continue any Project Manager who, in GSCA's sole judgment, is not performing satisfactorily, in which case UTOPIA shall appoint a replacement Project Manager after consultation with GSCA.

The Project Manager will assist with the following:

- Budget tracking and reporting is available for GSCA
- Obtaining any necessary permits or approvals
- Issues are tracked and brought to resolution for GSCA or its residents
- RMA process is followed
- Inventory is managed and accounted for
- Necessary levels of inventory to complete work packages are maintained
- Quality assurance procedures are followed for construction work

The Project Manager will continuously monitor the construction process from UTOPIA's offices in Utah, and with onsite visits to California as necessary, at no additional cost to GSCA.

### **Network Engineering Services**

UTOPIA will provide network engineers and/or contractors to evaluate and recommend the needed electronics to provide wholesale services on the network. These network engineers will:

- Test and certify network electronics for deployment
- Create and maintain physical and logical topology of the network
- Facilitate configuration and installation by GSCA of the necessary devices in the

network as needed

- Coordinate the resolution by GSCA of any issues with these devices and replace parts or devices as needed
- Manage RMA through standard processes
- Engage in Research and Development of new technologies along with strategic partners
- Manage capacity planning of the network

## **Description of Improvements**

### **Physical Improvements**

Fiber Optic Communication lines will be deployed throughout the area depicted in Exhibit C. These lines will primarily be constructed underground in the municipal “rights of way” following all local, state and federal regulations using industry best practices to deploy the most efficient and cost-effective infrastructure.

Elements of the infrastructure include 3 separate categories: Backbone or middle mile construction, access level or last mile construction and drop level construction.

Construction of additional Fiber Optic Communication lines may be necessary in locations outside of the area depicted in Exhibit C in order to provide redundancy, increased capacity, and other improvements as may be necessary or advantageous, in whole or in part, for the benefit of GSCA.

### **Backbone or Middle Mile Construction**

Consists of both overhead and underground paths, communication shelters to house distribution switches, fiber optic patch panels, uninterruptable power supplies (UPS) and generators. The communication shelters will serve as distribution points within GSCA Network service area and will be connected diversely with ring architecture. Other elements include fiber optic cable, conduit, strand, pole mounting hardware, vaults, splice closures and all other items necessary to construct and operate the network. The testing and certification of the improvements will be in accordance with national industry standards and UTOPIA’s Engineering Standards document.

### **Access Level or Last Mile Construction**

Consists of both overhead and underground paths to every subscribed address within the build area. Elements of this type of build include fiber optic cable, conduit, strand, pole mounting hardware, vaults, splice closures and all other items necessary to construct and operate the network. This infrastructure will facilitate and serve as network access points for subscribers to GSCA.

### **Drop Level Construction**

Consists of drop fiber and/or conduit being placed from a network access point to the demarcation point within the subscriber’s premise where a network interface device

will be placed. Elements of this type of build include three quarter inch drop conduit, drop fiber, aerial attachment hardware, network interface device (NJD), UPS, fiber pigtail, optical transceiver/receiver, power cord and all other items necessary to construct and operate the network.

## **PRICE FOR SERVICES**

### **I. Design and Buildout of System**

All materials, project management, engineering, construction, and deployment services provided to GSCA by UTOPIA will be paid for through the imposition of a 3% service fee on invoices that UTOPIA will process for GSCA. Materials or services acquired exclusively by GSCA and not related to the Construction Services will not be subject to any service fee to UTOPIA.

Any additional services may be requested by GSCA and provided by UTOPIA through the use of UTOPIA's internal resources when agreed upon by the Parties in writing from time to time.

### **II. Interconnect Costs**

UTOPIA will pay any costs or fees associated with interconnecting the UTOPIA network with the GSCA Network for the purposes of managing and providing services to the GSCA Network.

### **III. Requests by GSCA for Customization or Alternation of UTOPIA Network**

Any customization to the GSCA Network or variance from UTOPIA's Engineering Standards at the request of GSCA resulting in additional licensing costs for software, changes in standard network equipment, the need for specific software in design, or other additional costs to UTOPIA will subject the pricing structure provided in this Exhibit A to change. Any changes requested by GSCA must be mutually agreed upon in writing, together with adjusted pricing, before they will be binding on either party.

## **EXHIBIT B**

### **NETWORK MANAGEMENT SERVICES**

#### **Strategic Partner Management**

Recruit and manage strategic partnerships, which will include but not be limited to business and residential Service Providers and other product providers. Attract new technologies to the network to facilitate new service offerings on the network and leverage GSCA's existing network.

UTOPIA shall negotiate on behalf of GSCA one or more contract(s) and contract amendments with Service Providers, subject to GSCA's approval. UTOPIA shall have no authority to bind GSCA without the express written approval of GSCA's Executive Director or designee. UTOPIA shall, subject to GSCA's direction, enforce contracts with Service Providers and ensure service level agreements are met according to business and contractual obligations.

#### **Product Management**

Recommend and develop wholesale pricing model along with GSCA and strategic partners. This will include new wholesale pricing for newly developed products brought by UTOPIA and its strategic partners.

Present developed model and any changes to GSCA and strategic partners for rollout on the network. Maintain, modify and bring to end-of-life wholesale products on the network.

#### **Marketing/Advocate Awareness Program**

UTOPIA will instigate and oversee any marketing and communications efforts that are necessary to the network's success. This may include campaigns within local governments, residential markets, multi-dwelling unit markets, business markets, or with community and national thought leaders, policy makers and other audiences. In particular, UTOPIA may seek opportunities to develop and educate about future quality-of-life, public safety, and economic development opportunities on the network, working to build the network's reputation as necessary public infrastructure.

#### **Operations Management**

UTOPIA will provide management oversight of operational support of the network. UTOPIA will manage, operate, and maintain the GSCA Network in an efficient and economical manner consistent with prudent telecommunications utility practice. This will include:

Field Services: UTOPIA shall assist GSCA in contracting with a third-party or third-parties to perform field technician services, pursuant to RFP or other selection model in accordance with GSCA's internal policies or other legal requirements. UTOPIA will coordinate field crews and/or contractors to be deployed in the field to manage the physical

plant which is constructed for GSCA. UTOPIA will coordinate maintenance of physical huts and cabinets on the network.

Integration: Integration of strategic partners onto the network, establishing standard interfaces and operational methods and procedures with these partners. UTOPIA will assist strategic partners in understanding integration points of products and services on the network.

Operational Methods and Procedures: Upon request of GSCA, provide a written manual or dataroom of supporting methods and procedures specific to the GSCA Network, covering all aspects of network operation necessary to coordinate delivery of services to customers.

Network Operations Center (NOC): 24x7 NOC to monitor health of devices and services on the network. Respond to strategic partner requests, outages, customer service provisioning, and manage to resolution reported issues on the network.

Network Repair and Maintenance: Detect, record (through UTOPIA's trouble ticketing solution) and coordinate response to network maintenance and issues. Record and dispatch appropriate teams into the field for issue resolution.

Establish and update as appropriate a plan for maintenance of the GSCA Network and Improvements, including a schedule of maintenance projects and equipment replacement showing those that are special projects and those that are recurring, along with estimated costs. The plan shall provide sufficiently detailed information to assure GSCA that the GSCA Network and Improvements are being properly maintained.

Utility Locating Services: Coordinate utility locating services, including ticket management and dispatch of utility locators hired or contracted by GSCA with UTOPIA's assistance.

Order Management System: Provide systems to allow the ordering and activation of wholesale services on the network, track customer acquisition and produce invoices, as needed, of wholesale services for GSCA so that they may invoice residents and UTOPIA may invoice Service Providers.

Reporting: Provide customer, financial, and network reporting of the network on a regular basis.

Invoicing: Provide information to GSCA to allow the invoicing of applicable wholesale services on the network, if GSCA elects to handle its own invoicing.

Cybersecurity. UTOPIA shall make all reasonable efforts to ensure that a cyber-attack upon the GSCA Network or UTOPIA Network will not be successful, and that the Networks will not see any loss of service to customers or other consequences.

Net Neutrality: UTOPIA shall cooperate with GSCA and make reasonable efforts to ensure that the GSCA Network is operated in compliance with California Government Code sections 53167 et seq. at all times.

Funding Applications. UTOPIA shall assist GSCA in applying for federal and state subsidies and otherwise obtaining financing for the construction and operation of the GSCA Network, including providing all necessary information and technical assistance to complete funding applications and financing packages. UTOPIA shall further assist GSCA in completing any necessary reporting associated with federal or state subsidies or other financing obtained by GSCA. GSCA shall, where feasible, include the reasonable costs of UTOPIA's services within the grant application, and shall reimburse those amounts to UTOPIA from grant funds to the extent allowed by the grant.

Performance Criteria. UTOPIA shall cooperate with GSCA and make reasonable efforts to ensure that the GSCA Network is operated at all times in compliance with the performance criteria specified by any federal, state, or other source of funding for the construction or operation of the GSCA Network, or otherwise committed to by GSCA in any funding application and financing package after consultation with UTOPIA.

### **Fees**

In exchange for the Network Management Services, UTOPIA will retain 50% of any Service Fees relating to residential End Users collected by UTOPIA on behalf of GSCA pursuant to Section 4.1(b) and shall remit the remaining 50% to GSCA.

UTOPIA will retain 50% of any Service Fees relating to non-residential End Users collected by UTOPIA on behalf of GSCA pursuant to Section 4.1(b) and shall remit the remaining 50% to GSCA.

Any additional services may be requested by GSCA and provided by UTOPIA through the use of UTOPIA's internal resources when agreed upon by the Parties in writing from time to time.



**To:** Members of the GSCA Executive Committee  
**From:** Tracy Rhine, RCRC Senior Policy Advocate  
**Date:** February 14, 2023  
**Re:** Legislative and Regulatory Advocacy Update

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**Summary**

A verbal update on advocacy efforts will be provided at the Executive Committee meeting.







**To:** Members of the GSCA Executive Committee  
**From:** Barbara Hayes, RCRC Chief Economic Development Officer  
Craig Ferguson, RCRC Senior Vice President  
**Date:** February 14, 2023  
**Re:** Program Update

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**SUMMARY**

An update on the Golden State Connect Authority program of work will be presented.

**BACKGROUND**

**US Department of Commerce Economic Development Administration Grant**

A grant for development of broadband strategic plans for twenty-eight member counties and two Comprehensive Economic Development Strategies (CEDS) was submitted on September 3, 2021, to the US Department of Commerce Economic Development Administration (EDA) by Golden State Connect Authority affiliate, Golden State Finance Authority. Notification was received on August 23, 2022, that the grant was approved.

The consultants for the work related to development of CEDS for Colusa County and the Inyo/Mono/Alpine County combined area have been selected and project work is underway.

Similarly, the consultants for the work related to development of countywide broadband strategic plans for those member counties included in the grant have been selected. It is anticipated that contracts will be fully executed the week of February 13, 2023.

An update on project implementation timelines will be presented.

**Local Agency Technical Assistance Program**

The CPUC Local Agency Technical Assistance (LATA) Program provides up to \$500,000 per eligible applicant (cities, counties, and other local agencies) to fund 100% of pre-broadband deployment activities. As of February 1, 2023, thirty-eight Golden State Connect Authority (GSCA) member counties and several cities therein, have applied for, and been awarded, LATA funds. To date, all the applicants that submitted in or before the month of November 2022 have received their award notifications.

The majority of the GSCA applicant/awardees will be using their grant award for the purpose of completing low-level construction-ready network designs on priority unserved/underserved areas within their jurisdictions. Network design is an important first step in evaluating financial feasibility and deployment planning. The network designs can be shared with providers and/or network administrators interested in serving these priority unserved/underserved areas.

The LATA program began accepting applications on August 1, 2022. As of January 31, 2022, 116 applications had been submitted, totaling project requests in excess of \$52.4 million.

An update on pending applications and associated project implementation will be provided.

#### Statewide Planning for Federal Broadband Investment

Within the federal Infrastructure Investment and Jobs Act (IIJA), \$65 billion was allocated for broadband investment. The monies were allocated to the National Telecommunications and Information Agency, an Executive Branch agency located within the US Department of Commerce, specifically for the Broadband Equity, Access, and Deployment (BEAD) Program.

The money within the BEAD Program has been divided into various programs focusing on broadband deployment and digital equity and will be allocated to states for inclusion in the implementation of state broadband plans. To access these federal dollars, states must first complete a comprehensive planning process that results in both a state broadband deployment plan and a state digital equity plan.

The state of California has applied for and received their planning allocation and will begin the required, robust planning process for both the broadband deployment state plan, led by the CPUC, and the digital equity state plan, led by the California Department of Technology.

Under the BEAD program, \$42.5 billion will be allocated to states for broadband deployment, and \$2.75 billion will be allocated for digital equity. These dollars will be distributed to states once state plans have been completed and submitted to NTIA for review and acceptance.

An update on the planning processes and opportunities for member county input will be presented.

#### **RECOMMENDATION**

No action is recommended.