

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

FIRST AMENDMENT TO CONTRACT FOR SERVICES

No. C-22-0497-01-17

THIS AMENDMENT to Contract No. C-22-049-01-17 is made on this 11TH day of July 2023, by and between the County of Hidalgo, Texas (the “County”), **and Cobb Fendley and Associates, Inc.** ("Company"), collectively referred here in as the “Parties”.

WHEREAS, on or about January 17, 2023, County and Contractor entered into a short term Contract for Services, **Broadband Access Study and expansion Plan Consulting Services;**

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Procurement Packet, the Commissioners Court of County awards this contract to Company.

WHEREAS, the Parties are requesting a project time extension at no additional cost.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Cobb Fendley and Associates, Inc. hereby agree to the following amendment to the Contract:

1. This service contract shall be extended to September 30, 2023, **with no additional cost to the County.**
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. County and Contractor ratify and confirm the terms and provisions of the CONTRACT as amended herein.

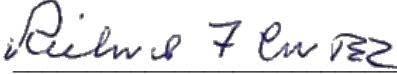
EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON July 11, 2023. ms
Agenda Item No. 91540 Executive Office: MS

VENDOR:
Cobb, Fendley & Associates, Inc.

COUNTY:
COUNTY OF HIDALGO

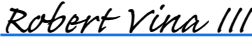

vineeta ram (Jul 14, 2023 09:29 CDT)
Vineeta Ram PE Executive Vice President


Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:




Robert Vina III (Jul 14, 2023 13:28 CDT)
Robert Viña III, Assistant District Attorney


Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2023-1042591

Date Filed:
07/06/2023

Date Acknowledged:
07/06/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cobb, Fendley & Associates, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Amendment #1-C-22-0497-01-17
Cobb Fendley & Associates - Broadband Access Study & Expansion Plan

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ram, Vineeta	Houston, TX United States	X	
	Scurry, Floyd	Houston, TX United States	X	
	Eastland, Charles	Houston, TX United States	X	
	Warth, Dan	Austin, TX United States	X	
	Silver, Monica	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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Cobb, Fendley & Associates, Inc.
Houston, TX United States

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Hidalgo County

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Amendment #1-C-22-0497-01-17
Cobb Fendley & Associates - Broadband Access Study & Expansion Plan

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			Controlling	Intermediary
	Ram, Vineeta	Houston, TX United States	X	
	Scurry, Floyd	Houston, TX United States	X	
	Eastland, Charles	Houston, TX United States	X	
	Warth, Dan	Austin, TX United States	X	
	Silver, Monica	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Mark Lorance, and my date of birth is 1/16/1968.

My address is 2801 Network Blvd., Suite 800, Frisco, TX, 75034, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of Texas, on the 6th day of July, 2023.
(month) (year)

Mark C. Lorance, P.E.

Signature of authorized agent of contracting business entity
(Declarant)

DESCRIPTIONS (Continued from Page 1)

The General, Automobile, and Umbrella Liability policies contain a special endorsement with "Primary and Noncontributory" wording (GL: CGT1000219; AL: CAT4740817; UL: EU0001 7/16).

The General Liability, Automobile, Workers Compensation, and Professional Liability policies provide a Blanket Waiver of Subrogation when required by written contract (GL: CGD3790219; AL: CA73530817; WC: WC000313; BDP0417001).

The General Liability, Automobile, Workers Compensation, Umbrella Liability, and Professional Liability policies include an endorsement providing that 30 days notice of cancellation for reasons other than non-payment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the Insurance Carrier.

The Umbrella Liability policy contains Excess Follows Form (EU0001 7/16). The Umbrella policy sits over the General, Auto, and Employers Liability coverages.
RE: Project #22-0497; Professional Engineering; ABV Broadband Access Study and Expansion Plan Consulting Services.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICE
C-22-0497-01-17

THIS CONTRACT is made and entered into this 17th day of January 2023, by and between the County of Hidalgo, Texas by and through the Hidalgo County Commissioners Court (the "County"), and Cobb Fendley and Associates, Inc. ("Company").

On or about March 10, 2021, the Federal Government passed the American Rescue Plan Act ("ARPA"), including the Coronavirus State and Local Fiscal Recovery Fund (the "SLFRF") which provides for direct payments to qualifying units of local governments navigating the impact of the COVID-19 outbreak. Pursuant to the U.S. Department of the Treasury's guidance, the funds may be used for certain eligible purposes to respond to the pandemic and its economic effects and to replace revenue lost due to the public health emergency, preventing cuts to government services. The guidance goes on to provide specific eligible uses for these funds. The services made the basis of this Agreement are being procured for one of these eligible purposes.

As such, this Agreement is subject to the requirements applicable to federal awards as provided in 2 CFR 200 and the required contract provisions for contracts subject to federal award found in Appendix II to 2 CFR 200 are applicable to this Agreement and were included as part of the initial procurement packet. Additionally, the ARPA required contract provisions found in the attached ARPA Addendum are applicable to this Agreement. All referenced required contract provisions are incorporated herein and made part of this agreement for all purposes, and Parties agree to abide by the same.

WHEREAS, County requested responses to notices for Request for Qualifications ("RFQ") for: "Broadband Access Study and Expansion Plan Consulting Services" for the County (the "Services"). A copy of the procurement packet, including applicable specifications, is attached hereto as Exhibit "A" (the "Procurement Packet"), and is incorporated herein for all purposes;

WHEREAS, Company submitted a response to provide services in accordance with the specifications as proposed. A copy of the Company's response to the Procurement Packet is attached hereto as Exhibit "B" (the "Response"), and is incorporated herein for all purposes;

WHEREAS, County has determined that Company has submitted the lowest and best bid to meet County's requirements for the Service, as herein described.

WHEREAS, Company represents that it is qualified and desires to perform such services;
and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Procurement Packet, the Commissioners Court of County awards this contract to Company.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. During the term of this Contract, Company shall be obligated and hereby promises and agrees to render and provide the Services in accordance with specifications and terms contained in **Exhibit "A"** Procurement Packet and **Exhibit "B"** Company's Response. Services shall be performed within Hidalgo County. The Company will not begin to work or incur costs until authorized in writing by the County with the release of an authorized Purchase Order or other appropriate written authorization by the County or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. County reserves the right to evaluate any services provided by the Company and to reject the same if not in compliance with the specifications as provided in **Exhibits "A" and "B"**. If the County finds it necessary to require changes in the work provided because of errors made by the Company, the County shall require the Company to correct the work at no cost to the County and without amendment to the Agreement. Further, Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.
3. **Term.** This Contract shall be for a period of **22 weeks**, commencing on **February 1, 2023** and expiring on **June 30, 2023**, unless sooner terminated. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for the unforeseen delay in award of new bid for the next contract term.
4. **Consideration.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in **Exhibit "B"**, payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.
5. **Licenses/Certifications.** As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority, including the State of Texas, during the term hereof to provide the Services. Company further represents that it is qualified to perform and execute the services described above. If such license or permit is suspended or revoked, this Contract shall automatically be terminated and Company shall immediately notify the County. Company shall provide the County with all current state certifications, permits, and/or licenses with applicable seals, or as otherwise required by the State of Texas.

6. **Equipment.** If applicable, Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill, and expertise to perform such Services and shall comply with all laws, rules, and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services. Company shall provide a sufficient number of trucks, vehicles, personnel, and equipment available to safely and efficiently provide the Services.

7. **Independent Contractor.** The Company must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by Company under this Agreement. Notwithstanding the foregoing sentence, Company represents and maintains that Company is an Independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Company does not desire or request any fringe benefits provided to employees of County, and/or any agency of the County, including but not limited to benefits associated with Hidalgo County's Civil Service Program. Company agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder. Company will incur no financial obligation on behalf of the County without prior written approval of the County. Company will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

8. **Termination.** County may terminate this Agreement without cause upon thirty (30) days written notice.

9. **Non-Exclusive Services of Company.** Hidalgo County reserves the right to request this Product, Good and/or service from other sources other than the Company and shall not be in violation of any terms or conditions of this Agreement.

10. **Insurance.** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Company's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized

to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See Exhibit "C" attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request. Company will be considered in breach of contract should the Company fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and immediate termination of the Agreement. Additionally, Company covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the conclusion of this Agreement.

11. INDEMNIFICATION. COMPANY SHALL INDEMNIFY AND HOLD COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, DAMAGES, LOSSES AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS CONTRACT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE COMPANY'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE COMPANY. UPON WRITTEN NOTICE FROM THE COUNTY, THE COMPANY WILL RESIST AND DEFEND AT ITS OWN EXPENSE, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE COMPANY WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED. THIS INDEMNIFICATION CLAUSE SHALL SURVIVE THIS AGREEMENT AND BE ENFORCEABLE AS A SEPARATE AGREEMENT IN THE EVENT ITS SURVIVAL AND ENFORCEMENT BECOME NECESSARY.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: The County of Hidalgo
 Attn: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

If to Company: Cobb Fendley

Attn: Vineeta Ram,
2616 N. McColl Road
McAllen, Texas 78501

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or if mailed at such time as it is deposited in the United States mail.

13. GENERAL PROVISIONS.

- a. **Assignment.** Except as otherwise herein provided, Company shall not assign the obligations or rights under this Agreement to any person without the prior written consent of County.
- b. **Conflict with Applicable Laws.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event, the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- c. **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- d. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The Company hereby consents to personal jurisdiction in Hidalgo County, Texas.
- e. **Successors.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- f. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of

County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903*: In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with the Texas Local Government Code.

- g. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.
- h. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- i. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
- j. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by County and Company, and not otherwise.
- k. **Purchasing Ethics.** Company represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:
 - i. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of County, or for any elected official, department head or employee or former elected official, department head or employee of County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an office of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of County.

- ii. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- l. **Void Contract.** Company understands that an awarded contract may immediately become void if the County determines that a lack of compliance with applicable policies and/or statutes has occurred in the procurement process.
- m. **Nondiscrimination.** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.
- n. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- o. **Required Contract Provision for Contracts Subject to Federal Award (if applicable).** Pursuant to 2 CFR 200.327, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.
- p. **Authority to Execute.** The execution and performance of this Agreement by County and Company have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Company in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON 01/17/2023.

Agenda Item No. 89183

Executive Office: MS

VENDOR:

Cobb Fendley and Associates, Inc.

Vineeta Ram
Vineeta Ram (Jan 21, 2023 08:22 CST)
Vineeta Ram, PE Executive Vice President

COUNTY:

COUNTY OF HIDALGO

Richard F. Cortez
Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM

Office of the Criminal District Attorney,
Toribio "Terry" Palacios

Robert Viña, III
Robert Viña, III (Jan 23, 2023 09:24 CST)
Robert Viña III, Assistant District Attorney

ATTEST:



Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

(If Applicable)

SUPPLEMENTAL SIGNATURES:

(If Applicable)

EXHIBIT “B”

COMPANY’S RESPONSE

Broadband Network Feasibility Study

Scope of Work

Broadband Initiative and Overarching Scope

CobbFendley's approach centers on maximizing our diverse local experience by focusing on lessons learned and continually improving our processes and deliverables. We have recently worked with City of Pharr, ISDs, City of Harlingen, Cameron County and service providers including AT&T, VTX1 and others in the region. The project team and partners, have additional support through CobbFendley's comprehensive engineering and surveying services, which uniquely contributes to the complete network solution.

CobbFendley will provide the following Scope of Work regarding the research and development of a Broadband Network Feasibility Study. The work will be performed in three Tasks. We will identify and assess the need for broadband connectivity, brief the County of our findings, collect feedback, and collaborate on strategy development. Additionally, we will develop and provide a range of options for broadband network design and determine deployment strategy. CobbFendley will work with the County in determining the most appropriate business model and guidance on the various ownership scenarios and associated pros and cons.

Feasibility Study Scope of Work

TASK 1 // NEEDS AND GAPS ANALYSIS

GATHER INFORMATION. Beginning with the Needs and Gaps Analysis, we will take an in-depth look at the current state of Broadband within the County, to include inventory of existing network assets for both public and private sector. We will start with developing a comprehensive list of broadband service providers that currently provide service within the County limits. We will utilize ArcGIS tools to identify and map Unserved and Underserved areas and Anchor Institutions where a property does not have access to a minimum of 25/3 Mbps service and 100/100 Mbps service within the County. We will meet with County staff to gather information regarding your existing communication infrastructure, including fiber, radio, wireless systems, and other connectivity nodes. A desktop review will be performed and analysis of all of the information gathered will be utilized to find gaps in the inventory, assessing geographical and jurisdictional barriers.

STAKEHOLDER ENGAGEMENT. We will confirm key stakeholders and develop a regional stakeholder team with the County to engage with them on their current needs, inquire and suggest future applications when connected to the proposed network. We plan to meet with departments within the County and municipality stakeholders and understand their current and future needs. We will facilitate in-person or virtual discussions with community stakeholders, including the business community partnering with UTRGV and Methodist Healthcare Ministries, School Districts, Hospitals, Colleges and Universities, public safety in Hidalgo County about broadband and future, sustainable plans to expand affordable service. We will facilitate discussions with current and potential broadband providers in the area to better understand what is needed for them to expand service offerings



in the County. We will determine if providers are currently participating in the Affordable Connectivity Program (ACP) to ensure eligibility for future applicable funding and assess their support of the community.

PUBLIC ENGAGEMENT. Residents and businesses will be asked to participate in a Broadband Survey, which will be distributed through multiple channels, and the data gathered will contribute to our market research. Collectively, all acquired information will be analyzed and compiled into a comprehensive report section that will look for discrepancies between publicly available Broadband data and our findings. This will include information on digital literacy and connectivity assistance programs. With our local bilingual team, we will be able to handle localized surveys collected within a sample size of the underserved sections of the County.

The CobbFendley Team will consolidate and present findings from Task 1 to the County for review and discussion. We will answer questions and gather input to identify any missing data necessary for the creation of a network design and implementation plan.

TASK 2 // DEVELOP ENHANCED NETWORK PLAN

This phase is focused on the generation of feasible solutions to serve commercial, residential, and public facilities where it is most needed, and gaps exist. By understanding end user and stakeholders needs across the County, we can start to develop the proposed network footprint and scale. We will then determine our network strategy by reviewing and weighing the effectiveness of varying network architectures.

Assess Technology Feasibility. Our team will apply all the data gathered in this process to actively explore different network architectures, topologies, and technologies for potential network design. One of our primary goals in the study is to create the vision and strategy for an executable Broadband Plan which aligns county goals, key stakeholder interests versus technology, implementation and budgeting requirements. All communications technologies will be explored, to include but not limited to fiber optics (Metro/Carrier Ethernet, GPON, XGS-PON) and fixed wireless (Private 5G, CBRS, LTE) The proposed solution will consider scalability and futureproofing of the network so that a cost-effective converged solution may be realized.

Network Design. We will outline a high-level network strategy to ensure capable, symmetrical network speeds, increased reliability, and provide redundancy of the system. We plan to design interconnects for all existing network assets with fiber backhaul, including a network topology, technology and footprint, as well as recommendations on the sustainability of the proposed broadband network. We will expand on backhaul requirements and the developing front-haul network, connecting critical infrastructure and existing network assets with new demand points.

TASK 3 // IMPLEMENTATION STRATEGY

Our approach is to provide the opportunity to scale from a minimum of 100/100 Mbps speed, this can be achieved with direct wireline fiber and also wireless solutions that are fiber-fed. The strategy will also outline, at a high-level, additional future uses and considerations for the next steps in implementation. The implementation strategy will identify the County's overarching needs, requirements, benefits, costs, and goals.

Develop Scalable and Modular Business Models. The CobbFendley Team will provide several options and alternatives for the County to consider how to proceed with implementing a broadband network build plan. This

includes the opportunity for public policy and services, considering the dominant factors of addressing public safety, resilience, redundancy, and operations & maintenance.

Cost Analysis. We will perform a cost analysis of procurement options for material and labor of construction and maintenance. Recommended procurement vehicles, position and staging for a shovel ready project will be included in this section. Finally, we will provide an analysis and guidance on recommended Broadband deployment options available to the County.

Funding Analysis. We will assist the County with identifying various funding opportunities and evaluating project readiness and eligibility for federal and state funding in support of broadband initiatives. We will also work with the Texas Broadband Development Office to ensure Hidalgo County needs are included in State Broadband planning efforts.

Deliverables

For the Duration of the Contract:

- Bi-Weekly Touchpoint and Progress Meetings

Milestone Deliverables:

- Kick Off Meeting
- Needs and Gap Analysis
 - Stakeholder Interviews
 - Public Engagement Summary
 - Market Research Results
- High Level Design
 - Asset Inventory Map (GIS/PDF)
 - Conceptual Network Design Strategy
- Implementation Strategy
 - Business Model Analysis
 - Detailed Cost Estimate with Cost-Benefit Analysis
 - Funding Analysis
- Feasibility Report Developed for Commission Review

Hidalgo County Broadband Feasibility Study

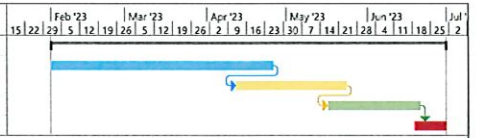
Fee Estimate

Exhibit B

Deliverable or Task	Principal in Charge	Senior PM (QA/QC)	Project Manager	Project Engineer	Project Coordinator	Principal	Project Manager	Project Engineer	Admin	Senior Project Manager (QA/QC)	Project Manager (PS)	Admin/Clerical	Barton Consulting	Total	Amount
	Sponsor / QA/QC	Project Team					SBB			Brownstone			BC		
Task 1 - Needs and Gaps Analysis	23	24	102	210	85								444	\$	69,797.00
1.1 Work with Stakeholder Team, Conduct Technical Provider/Stakeholder Engagement	10	11	40	70	40								171	\$	27,202.00
1.2 Identify Existing Infrastructure & Internet Offerings	2	2	10	34	11								59	\$	8,710.00
1.3 Coordination with State BDO	5	5	12	10	5								37	\$	6,967.00
1.4 AGOL Spatial Database for Data Collection	2	2	10	45	19								78	\$	11,025.00
1.5 Assess Jurisdictional/Geographical Factors & Potential Barriers	2	2	10	18	5								37	\$	5,974.00
1.6 Determine Needs and Gaps in Service Throughout the Community	2	2	20	33	5								62	\$	9,919.00
Task 2 - Develop Enhanced Network Plan	16	60	50	114	46								286	\$	49,212.00
2.1 Assess Advanced Technology Feasibility	2	20	9	22	5								58	\$	10,645.00
2.2 Determine Community Readiness & Enablers	2	10	19	22	3								56	\$	10,011.00
2.3 Develop A High-Level Fiber Network Design	2	12	12	50	33								109	\$	16,060.00
2.4 Explore ISP and Carrier Partnership	10	18	10	20	5								63	\$	12,496.00
Task 3 - Implementation Strategy	28	85	80	64	53								310	\$	59,214.00
3.1 Strategize County Infrastructure Implementation Plan	2	38	25	4	4								73	\$	15,783.00
3.2 Develop Scalable and Modular Business Models with Financing Options	2	7	10	5	2								26	\$	5,171.00
3.3 Develop Detailed Cost Estimate with Cost-Benefit Analysis	2	10	3	18	2								35	\$	6,167.00
3.4 Identify Applicable Funding Sources	2	20	18	3	3								46	\$	9,779.00
3.5 Draft Report Developed for Commission Review	20	10	24	34	42								130	\$	22,314.00
Subconsultant Fees (Brownstone Consultants)										138	218	217	603	\$	99,773.75
Initial Kick-Off Meeting										2	2	4	8	\$	1,160.00
Bi-Weekly Coordination Meetings										28	28	18	74	\$	13,770.00
Stakeholder Engagement										30	28	17	75	\$	14,185.00
Community Outreach										50	72	66	188	\$	31,410.00
Presentation(s) to Commissioner's Court										11	12	12	35	\$	5,940.00
Survey Development										6	6		12	\$	2,700.00
Conduct Community Surveys										11	100	100	211	\$	30,140.00
Direct Expenses													0	\$	468.75
Subconsultant Fees (SBB)						28	72	81	42				203	\$	44,970.00
Project Management							6		11				17	\$	2,650.00
Initial Kick-Off Meeting						1	2						3	\$	840.00
Bi-Weekly Coordination Meetings						3	6						9	\$	2,520.00
Prepare List of Key Stakeholders							2	4	8				14	\$	1,960.00
(12) One on One Meetings						12	24	32	7				75	\$	15,650.00
(2) Workshops						8	15	18	8				49	\$	10,060.00
(1) Initial Commissioners Court Meeting							4						4	\$	960.00
Report							2	7	8				17	\$	2,410.00
Org Chart Development						4	7						11	\$	3,120.00
(1) Final Commissioners Court Meeting							4						4	\$	960.00
Reimbursables													0	\$	3,840.00
Subconsultant Fees (Barton Consulting)													30	\$	7,500.00
Creative Funding Analysis and Cost Implementation													30	\$	7,500.00

\$ 330,466.75

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		Hidalgo County Broadband Feasibility Study	21.6 wks	Wed 2/1/23	Fri 6/30/23	
2		TASK 1 // NEEDS AND GAPS ANALYSIS	12 wks	Wed 2/1/23	Tue 4/25/23	
3		TASK 2 // DEVELOP ENHANCED NETWORK PLAN	6 wks	Wed 4/12/23	Tue 5/23/23	2FS-2 wks
4		TASK 3 // IMPLEMENTATION STRATEGY	5 wks	Wed 5/17/23	Tue 6/20/23	3FS-1 wk
5		Final Report and Presentations	2 wks	Mon 6/19/23	Fri 6/30/23	4FS-1 wk



Project: HidalgoCounty_Schedu
Date: Fri 1/13/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			











C-22-0497-01-17-1st Am. Service Cont (COBB-Fendley)

Final Audit Report


2023-07-14

Created:	2023-07-12
By:	Yolanda Velasquez (yolanda.velasquez@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAW0NY4xXX0hejiGF6IM1P9EEQ88FtLfHx


"C-22-0497-01-17-1st Am. Service Cont (COBB-Fendley)" History


-  Document created by Yolanda Velasquez (yolanda.velasquez@co.hidalgo.tx.us)
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 Agreement completed.

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