

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES FOR OCALA FIBER NETWORK

THIS FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES FOR OCALA FIBER NETWORK ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **UPTOWN SERVICES, LLC**, a foreign limited liability company duly organized in the state of Colorado and authorized to do business in the state of Florida (EIN: 84-1559241) ("Consultant").

WHEREAS, on April 23, 2024, City and Uptown Services, LLC entered into an Agreement for Consulting Services for Ocala Fiber Network (the "Original Agreement") to provide an independent evaluation and assessment of the Ocala Fiber Network (OFN) business plan, strategies, and growth viability in residential and commercial development; and

WHEREAS, City and Consultant now desire to expand the scope of the Original Agreement to include operational planning and implementation support ancillary to the services already being provided.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Consultant agree as follows:

1. **RECITALS.** City and Consultant hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Consultant, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **ADDENDUM TO PARAGRAPH 3 – SCOPE OF SERVICES.** The document attached as **Exhibit C – Implementation Proposal** is hereby incorporated into the Original Agreement as part of the Scope of Services. Related thereto, Consultant agrees to provide, in good and professional manner, the services described in **Exhibit C** based on Task Work Orders mutually negotiated by and between the City and Consultant for the Deliverables set forth therein (collectively referred to as the "Work"). All documents, work papers, maps, and study materials produced by Consultant in the performance of the Work shall become property of the City during and upon completion of the Work performed under this Agreement. Consultant shall perform all Work in accordance with the terms and conditions of this Agreement and any and all applicable regulations and requirements of all interested governmental agencies.
4. **ADDENDUM TO PARAGRAPH 4 - COMPENSATION.** Consultant shall be compensated for the provision of additional services in accordance with the terms and conditions of this Agreement on the basis of the rates detailed in **Exhibit C – Implementation Proposal**. The maximum compensation to Consultant for the additional services to be rendered in accord with **Exhibit C** shall be **EIGHTY-NINE THOUSAND AND NO/100 DOLLARS (\$89,000)**, and normal and customary travel expenses as negotiated and agreed to in advance by the parties.
5. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Consultant: Uptown Services, LLC
Attention: Neil Shaw
7324 Cortez Lane
Boulder, Colorado 80303
Phone: 303-554-5854
E-mail: nshaw@uptownservices.com

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Consultant, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this First Amendment on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Kristen Dreyer
City Council President

Approved as to form and legality:

ALFRED BENESCH & COMPANY

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)

Operational Planning and Implementation Support Tasks for Ocala Fiber Network



Proposal for Consulting Services February 19, 2025

1 Overview

After recently completing a comprehensive business plan for the Ocala Fiber Network (OFN), OFN leadership and the City Council are considering the implementation of both recommended tactical changes and the potential use of debt financing to significantly accelerate the expansion of OFN throughout the city. In light of this, OFN leadership has requested a proposal for Uptown to assist with the implementation of these changes in the form of additional operational planning and implementation support.

Uptown has significant experience in planning and implementing competitive broadband systems. The firm has extensive experience (nearly 80 years combined) in managing broadband operations as employees of incumbent operators and as consultants assisting clients as they launch new FTTP systems. We have been involved in all aspects of creating and launching a broadband organization for 8 FTTP deployments over the last 20 years, as well as operations and strategy assignments for a number of active municipal broadband providers. While OFN is already staffed and operational as a broadband service provider, Uptown can provide the organizational support needed to implement the operational changes to minimize disruptive demand upon the OFN team. Prior clients have found this role to be effective in implementing significant, parallel changes in operating plans prior to and during incremental staffing increases. In this role, Neil Shaw and Dave Stockton effectively become interim resources available for OFN leadership to take the lead on accomplishing certain tactical and strategic tasks, either as one-time initiatives or ongoing support.

2 Project Scope and Tasks

The proposed scope of this project is derived from the findings and recommendations of the business plan undertaking. The Uptown report identified both near-term tactical and medium/long term strategic recommendations to enhance the operating and financial performance of OFN. While the decision regarding debt financing has not been made at this time, these tasks remain recommended regardless of future financing decisions as well as the pace of future construction and service area expansion.

2.1 Outside Plant Design and Fiber Management Platform

Uptown will work with OFN staff to determine the best approach for moving forward from a design platform perspective. This process will involve discussions with the Electric GIS representatives regarding their plans to move away from ArcFM. Uptown will facilitate the decision-making process including the following steps:

1. Running a Request for Information (RFI) process to seek out alternative fiber management platforms
2. Estimate of resources required to convert the full OFN fiber database to the top alternative fiber management platforms
3. Detailed recommendation for OFN's fiber management system strategy

2.2 Network Planning

Uptown will work with OFN staff to complete the necessary network planning steps that will set the stage for the design process. Steps will include scoping the overall buildout, determining the technology strategy, detailing the preferred outside plant design and construction approaches and detailing applications to be supported by the new network. Uptown will facilitate planning sessions with OFN staff and key outside plant and equipment suppliers. Key outcomes for this task include:

1. Boundary for proposed buildout
 - a. OFN to give areas to build (polygon); define phases (how many homes passed)
 - b. Uptown to review information provided by OFN as inputs to the broader project
2. Characterization of reference architecture including all layer 1, layer 2 and layer building blocks
 - a. OFN to provide Layer 2 design details
 - b. Uptown to define standard network architecture and all key outside plant building blocks.

2.3 Preliminary Outside Plant Design – Backbone and Feeder

Uptown will complete the preliminary backbone design based on the outcomes of the network planning process. The preliminary design will be completed using the standard ESRI ArcGIS platform and delivered in a file geodatabase format (or equivalent per OFN staff requirements). The preliminary backbone design will be completed using the existing OFN fiber database. Key outcomes for this task include:

1. Identification of all primary equipment sites based on layer 2 design strategy being implemented by OFN
2. Creation of the baseline backbone network to be used to serve all future FTTP service areas
3. Identification of existing fiber facilities to be used
4. Quantification of available fiber strands that could be used as FTTP feeder subtending each equipment site
5. High level route design for all FTTP feeder systems

2.4 Buildout Phases and Service Area Planning

Uptown will create boundaries for new and existing service areas within the proposed deployment area. Existing service areas will be identified based on the existing OFN fiber database and consultation with OFN staff. Remaining areas to be constructed will be divided into service areas sized to be optimal for the reference architecture defined in the Network Planning Task. Uptown will then work with OFN staff to create a deployment plan for the construction and activation required for the remaining service areas. Key outcomes for this task include:

1. Creation of a service area mosaic for all existing and proposed areas of the proposed deployment boundary
2. Creation of a phased buildout plan at the service area level

3. Identification of required resources to complete proposed phasing plan
4. Development of project plan to complete proposed phasing plan

2.5 Selection and Implementation of FTTP OSS/BSS:

During the business plan development project, Uptown presented OFN staff with a recommendation to migrate from Cogsdale, which is a general utility billing and customer management platform, to a FTTP Operations Support System/Biling Support System (OSS/BSS) that is specifically based upon broadband fiber architecture and its related electronics components and customer management processes. The advantages of an FTTP OSS are enumerated within the Uptown report and the conversions costs (both recurring and non-recurring) are budgeted for within the business plan pro forma.

This task will involve several phases to ensure the compatibility of the selected OSS/BSS with OFN operations and vendor/equipment integration.

1. Uptown will collaborate with OFN staff to identify the functional requirements for the OSS including software architecture, homes passed database, service order management, subscriber management, field operations, marketing/sales functionality, billing/accounting, reporting, system interface and device interdiction, mobile platform capabilities, and mapping/GIS integration.
2. Uptown will develop an comprehensive RFP for the purposes of soliciting proposals from qualified FTTP OSS/BSS platform providers.
3. Uptown will assist OFN staff with the initial configuration and onboarding of the selected OSS/BSS platform.

2.6 Operational Procedures & Process Mapping

Some of the recommended operational changes will require revisions to current operating procedures. In particular, the implementation of a new OSS/BSS will impact work flows and work order management. The migration of the build-out strategy from a micro-level approach to macro-level will also impact work flows for design, construction, installation, and marketing tactics. Accordingly, Uptown will collaborate with OFN staff to complete an operational review of current front-line and back-office core processes to identify the incremental process modifications necessary to support the new operational initiatives.

For the broadband organization, core processes (e.g. customer connect and service call) will be defined and implemented through documentation, training, and metric reporting. If OFN leadership desire, process flows and reporting procedures for the core FTTP processes can be reviewed, modified and documented for the following operations:

- Billing
- Customer Care and Sales
- Service Provisioning
- Installation
- Network Maintenance and Repair

2.7 Staffing Plan – OPTIONAL TASK

Both the tactical recommendations from the business plan, as well as the accelerated OSP construction activity will warrant a restructuring of the OFN organization, including the addition of approximately 12 FTE. This organizational redesign will need to reflect the move to a fixed install cost strategy, incorporation of a dedicated sales/customer service team into the OFN organization, taking over GIS database admin for the OFN system, and staffing to meet the greater day-to-day operational activity resulting from the significant geographic expansion of the OFN service area.

Uptown will also develop a hiring timeline for the incremental headcount required based on work activity levels. Uptown will collaborate with OFN staff as needed to define/revise the job descriptions, roles and responsibilities for these new positions, including:

- Field Technicians (moving from Universal Techs to functionally-specific Techs)
- Customer Service Representatives
- Commercial/MDU Account Managers
- Others new positions as needed

2.8 Direct Marketing Plan – OPTIONAL TASK

Uptown will develop a comprehensive and detailed direct marketing campaign to support neighborhood-level (250-500 newly serviceable homes) service area launches as construction progresses. The plan will focus on direct marketing to generate targeted awareness and sales in these newly launched areas. The plan will define and differentiate the value of these services compared to the incumbent providers and stimulate market demand for OFN’s broadband services through promotion and direct marketing activities. In implementing certain tactics of the marketing program, including advertising, the creative design services of an agency will be required. Uptown can work with either the city’s advertising agency or internal staff, or alternatively an agency¹ that Uptown has partnered with on previous implementation projects to execute the marketing program.

3 Schedule and Fee for Services

Neil Shaw will complete Tasks 2.1 to 2.4 for a fixed consulting fee of \$35,000. Dave Stockton will complete Tasks 2.6 and 2.10 for an additional fixed fee of \$20,000. Uptown is willing to split the network planning and design tasks from Tasks 2.6 and 2.10 if OFN is not willing to take on the entirety of those two tasks for this engagement.

Task	Start	Finish	Fee
2.1: Fiber Management System Selection	March 2025	May 2025	\$35,000
2.2: Network Planning	March 2025	April 2025	

¹ Uptown has worked with Helios since 2005 on numerous municipal broadband marketing projects involving branding, campaign design, creative development of both direct marketing and awareness advertising campaigns, and collateral/point-of-sale materials. Uptown and Helios are fully independent and we can work with any agency or graphic firm the city desires.

Exhibit C - Implementation Support Proposal CONTRACT# OFN/230765

2.3: Backbone / Feeder Strategy	April 2025	May 2025	
2.4: Buildout Phases and Service Area Planning	May 2025	June 2025	
2.5: Selection and Implementation of FTTP OSS/BSS	March 2025	June 2025	\$20,000
2.6: Operational Procedures & Process Mapping	July 2025	Sept 2025	
2.7: OPTIONAL: Staffing Plan*	TBD by OFN		\$5,000
2.8: OPTIONAL: Direct Marketing Plan*	TBD by OFN		\$6,000

**Optional tasks will only be performed subject to a Notice to Proceed from OFN to Uptown.*

For ad hoc consulting support outside of the scope of this agreement, Uptown’s hourly rate is \$200.

3.1 Travel Expenses

Completion of these tasks will require travel for onsite meetings and work activities. Uptown recommends a travel budget of \$15,000 be allocated to this project.

Normal and customary travel expenses will be billed at cost and are additional to consulting fees. Any flights required will be economy class. Any rental car expenses will be incurred at mid-size level or below, and any use of a personal vehicle will be reimbursed at the IRS approved mileage rate. Project staff will manage hotel expenses to reasonable levels by staying typically at a Hampton Inn or equivalent.

Submitted by:
Neil Shaw & Dave Stockton, Principals
Uptown Services, LLC
678 580 0257