

**FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR FIBER OPTIC  
NETWORK ASSET MANAGEMENT SOFTWARE**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR FIBER OPTIC NETWORK ASSET MANAGEMENT SOFTWARE ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **GEOGRAPH TECHNOLOGIES, LLC**, a foreign limited liability company duly organized in the state of South Carolina and authorized to do business in the state of Florida (EIN: 82-5526557) ("Contractor").

**WHEREAS**, on December 4, 2025, City and Contractor entered into a Cooperative Purchasing Agreement for Fiber Optic Network Asset Management Software (the "Original Agreement"), City of Ocala Contract Number: OFN/260069, for a term from November 19, 2025 to January 27, 2030; and

**WHEREAS**, City and Contractor now desire to increase the maximum expenditure for the remainder of the initial contract term.

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

1. **RECITALS.** City and Contractor 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 Contractor 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. **SUPPLEMENTAL EXHIBIT.** In compliance with the terms and conditions of the Chesapeake Agreement, the parties have developed a complete project scope which includes certain data enrichment and data migration services necessary for the project and more specifically described in the attached **Exhibit B – Statement of Work**. **Exhibit B** is hereby incorporated by reference as if set forth herein in its entirety.
4. **COMPENSATION.** City shall pay Contractor an amount not to exceed **ONE HUNDRED NINETY-THREE THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS (\$193,800)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services. The pricing in this Agreement may only be adjusted by written amendment executed by both parties.
5. **NOTICES.** All notices, certifications or communications required by this First Amendment 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 Contractor:

GeoGraph Technologies, LLC  
Attention: Joe Caldwell  
103 West Main Street  
Easley, South Carolina 29640  
Phone: 800-674-4803 Ext. 3  
E-mail: [ar@geograph.tech](mailto:ar@geograph.tech)

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](mailto: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](mailto: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).** Contractor, 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 First Amendment 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 First Amendment 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

\_\_\_\_\_  
Ire Bethea, Sr.  
City Council President

**Approved as to form and legality:**

**GEOGRAPH TECHNOLOGIES, LLC**

\_\_\_\_\_  
William E. Sexton, Esq.  
City Attorney

\_\_\_\_\_  
By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_  
(Title of Authorized Signatory)



## Statement of Work

Request Date	March 10, 2026
Client	City of Ocala, FL
Project Name	26-OCL-01
Requested by	Kenneth Jamerson and Oshane Parker
From	Dr. Eric W. Carroll, Director of Professional Services

## Project Overview

This Statement of Work (“SoW”) defines the scope, assumptions, deliverables, schedule, and exclusions for the conversion and enrichment of customer-provided ArcFM GIS data into a CrescentLink-compatible geodatabase. The engagement is limited exclusively to the data explicitly provided by the Customer and will be executed strictly in accordance with the terms outlined herein.

## Objective

The objective of this project is to convert and enrich GIS datasets provided by the Customer into a CrescentLink-compatible geodatabase while preserving the existing spatial reference. The engagement will focus on preparing ArcFM-based telecom data, removing legacy geometric network components, and establishing connectivity relationships using the provided datasets.

## Scope of Work

GEOGRAPH will perform the following tasks:

1. Review and process the Customer-provided ArcFM geodatabase containing telecom infrastructure data.
2. Remove ArcFM geometric network structures to prepare the dataset for CrescentLink compatibility.
3. Interpret and validate connectivity relationships within the **F\_FIBERCONNECTIONOBJECT** table.
4. Convert the ArcFM data structure into a CrescentLink-compatible schema.
5. Perform data enrichment activities to establish and validate fiber-level connectivity relationships.
6. Maintain the existing coordinate system (**NAD 1983 State Plane Florida West FIPS 0902 (US Feet)**) without modification.
7. Ensure all work is performed using only the datasets explicitly provided by the Customer.

### Exclusion Clause:

All work will be performed on an “as-is” basis using the data provided. This engagement excludes spatial corrections, schema redesign beyond what is required for CrescentLink compatibility, field data validation, or infrastructure modeling not explicitly defined in this scope.

# GEOGRAPH

**Out-of-Scope Clause:**

Any services not explicitly defined in this SoW, including but not limited to additional enrichment, network modeling, or integration activities, will require a formal Change Order with written approval from both parties.

## Assumptions

This SoW is based on the following assumptions:

1. The spatial reference will remain unchanged from the source data.
2. Any additional data not provided during this estimation could impact the work effort and scope, potentially triggering a Change Order.
3. The Customer will provide a technical point of contact who can assist with data-related questions throughout the project and who will be available to respond in a timely manner to support project progress.

## Deliverables

GEOGRAPH will deliver the following:

1. A CrescentLink-compatible Esri file geodatabase containing the converted and enriched telecom infrastructure data.
2. Fiber connectivity relationships derived from the ArcFM connectivity tables and interpreted within CrescentLink.
3. An ArcGIS Pro project file referencing the delivered geodatabase with CrescentLink default symbology applied.
4. Supporting documentation summarizing conversion processes, enrichment activities, assumptions, and processing notes.

## Acceptance Criteria

The project will be considered complete when:

1. All provided telecom datasets totaling **399,263 features** have been successfully converted into a CrescentLink-compatible geodatabase.
2. Fiber connectivity relationships totaling **114,780 connections** have been successfully interpreted and incorporated.
3. ArcFM geometric networks have been removed and replaced with CrescentLink-compatible connectivity structures.
4. The CrescentLink tools (e.g., tracing, port assignments) function properly using the converted and enriched data.
5. The coordinate system remains unchanged.
6. The Customer acknowledges receipt and completion.



**Billing**

This SoW covers only the scope defined herein. Any expansion of scope will require a Change Order.


- 50% of the project cost will be invoiced prior to the start of conversion.
- The remaining 50% will be invoiced upon data delivery.

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**Closing**

We appreciate the opportunity to work with the City of Ocala, FL on this project. Please direct all questions or proposed changes to your assigned Project Manager.

Dr. Eric W. Carroll  
GEOGRAPH Technologies, LLC.  
Director of Professional Services  
eric.carroll@geograph.tech  
(800) 674-4803 x704

City of Ocala	GeoGraph Technologies LLC
Company name	Company name
Full name	Dr. Eric W. Carroll
Title	Director of Professional Services
Signature	
Date	Date

Approved as to form and legality:

William E. Sexton, Esq.  
City Attorney

# GEOGRAPH

## City of Ocala, FL - Initial Data Migration

Quote created: April 1, 2026 Reference: 20260401-152828983

**City of Ocala, FL**  
110 Southeast Watula Avenue  
Ocala, FL 34471  
United States

**Will Hughes**  
whughes@ocalafl.gov

**Kenneth Jamerson**  
kjamerson@ocalafl.gov

**Oshane Parker**  
oparker@ocalafl.gov

Grey Pittman - Chief Operations Officer GeoGraph Technologies LLC



### Products & Services

Item & Description	Start Date	Quantity	Unit Price	Total
<b>Data Migration Fixed</b>		1	\$87,600.00	\$87,600.00

One-time subtotal .....	\$87,600.00
Total .....	\$87,600.00
Total contract value .....	\$87,600.00

### Payment Schedule

**Exhibit B - Statement of Work    CONTRACT# OFN/260069**

<b>Name</b>	<b>Due date</b>	<b>Amount</b>
Payment 1 (Invoiced Upon Project Start)	Upon receipt	\$43,800.00
Payment 2 (Invoiced Upon Project Delivery)	April 30, 2026	\$43,800.00

Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

Approved as to form and legality:

\_\_\_\_\_  
William E. Sexton, Esq.  
City Attorney

Countersignature

\_\_\_\_\_  
Countersignature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

**This quote expires on May 31, 2026**

**Statement of Work & Purchase terms**

All quotes and contracts are governed by GEOGRAPH's Terms & Conditions. These Terms & Conditions can be found at the link below. Note, by signing this quote the client acknowledges and agrees to the scope and terms described above as a Statement of Work to be performed.

[GEOGRAPH Terms & Conditions](#)

**Questions? Contact me**



**Grey Pittman**

Chief Operations Officer

grey.pittman@geograph.tech

**GeoGraph Technologies LLC**

103 West Main St,

Easley, SC 29640

United States