AMENDMENT NO. 1
AGREEMENT FOR BROADBAND DEPLOYMENT CONSULTING SERVICES

THIS AMENDMENT TO AGREEMENT FOR BROADBAND DEPLOYMENT CONSULTING SERVICES (the "Amendment") is made and entered into the 20th of August, 2024, by and between the City of Joplin, Missouri, a Missouri Municipal Corporations, hereinafter referred to as "City" and Alvarez & Marsal Infrastructure & Capital Projects, LLC, a Delaware Limited Liability Company, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

RECITALS

A. The City currently engages the Consultant to the terms and conditions of the Agreement for Consulting Services dated July 5th, 2022.

B. The Parties desire to amend the Consulting Agreement to extend the term set forth therein and to modify scope and compensation arrangement set forth therein, as provided in greater detail below.

AGREEMENT

1. **Definitions.** Unless otherwise defined, capitalized terms used herein shall have the meanings assigned to them in the Agreement for Consulting Services.

2. **Consideration.** Section 1(a) of the Agreement for Consulting Services is hereby amended from:

"City agrees to engage Consultant for performance, and Consultant agrees to perform, the services described in Exhibits A and B, as authorized in any Work Authorization (the "Services")

and restated in its entirety to read as follows:

"The City agrees to engage Consultant to perform the services described in Exhibits A (City of Joplin Request for Proposal) and Exhibit B (Alvarez and Marsal Response to RFP), and to the services described herein to support the City in providing services identified in Phase 2 of the Consultant's technical proposal and based upon the results achieved in Phase 1 of the Agreement for Consulting Services, as authorized in any Work Authorization (the "Services"). The Consultant will provide services in accordance with five program categories and subtasks.

Category 1: **Coordination & Conflict Avoidance**

• Coordinate with Public Works and other City departments to understand relevant construction/infrastructure projects for the duration of broadband infrastructure deployment (including scope, schedule, stakeholders) to support conflict avoidance discussions with ALLO Fiber

• Attend and participate in the City's monthly utility coordination meeting, identifying conflicts and opportunities to coordinate between various projects

• Lead weekly coordination meetings between ALLO Fiber, City, and other stakeholders involved in planning and construction of fiber network to track actions, coordinate resolution of those items, and identify/mitigate risks
• Conduct active monitoring and reporting to City leadership (weekly, monthly, emergent)

Category 2: Permitting

• Support conduit specification development/review for broadband development
• Support City in the development of Right-of-Way agreement with ALLO Fiber
• Support discussions with Liberty (e.g., makeready) to help ensure timely turnaround on pole access, as needed

Category 3: ARPA Compliance

• Develop process for ARPA reporting with City departments and communicate requirements/coordinate with ALLO Fiber
• Determine information requirements, timelines, and formats and coordinate to ensure information is consolidated, reviewed, and provided to the City in a timely manner
• Review information received from ALLO Fiber, provide to City departments for internal and external reporting

Category 4: Document & Data Management

• Develop data management process to support document retention, public communications, ARPA compliance reporting, and internal status updates
• Manage document database
• Support public communications and reporting initiatives including marketing, status/progress updates, etc.

Category 5: Public Engagement & Communications

• Support City IT with development and maintenance of reporting dashboard (if applicable) containing status updates and other critical information
• Support City Council updates and other City reporting requirements
• Opportunistically identify additional grant funds to support the delivery of infrastructure associated with broadband
• Support City departments to explore smart city and other technology/connectivity solutions as network is constructed

3. **Consideration.** Section 1(c) of the Agreement for Consulting Services is hereby amended from:

"City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City upon presentation and proper invoice and inspection by City of work completed by Consultant. However, in no event shall the total payment for the scope of work exceed $797,618.00"

and restated in its entirety to read as follows:

The City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. However, in no event shall the total payment for the scope of work exceed $1,634,515.00.

The initial cost proposal provided by the Consultant of $797,618.00 included services throughout Phase 1 of the technical proposal dated May 2, 2022. As written, within the Consultant's response:

"Request for Proposals, Specifications of Services Requested, Section B, bullet 4 explains that the City is searching for a Consultant to "perform certain services necessary for the development and initial execution of the Fiber Deployment Plan." In response to the City's request, we have assumed that the initial execution services stop at defining detailed requirements for the selected Fiber Deployment Plan. Because the size, scope, scale, partnerships, and detailed requirements will be defined in Phase 1, we have not included a price for work anticipated Phase 2, which would include all services after the "initial execution of the Fiber Deployment Plan". Phase 2 services which are outlines in the preceding sections include detailed engineering/design, specification development, procurement/contracting support, and oversight of fiber plan construction. We look forward to working with the City to define and price services for Phase 2 after the detailed requirements for the Fiber Deployment Plan have been established and agreed"

The additional $836,897.00 covers the scope of services outlined in Phase 2.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

AGREED AND ACCEPTED:

CITY OF JOPLIN

By: _____
Nicholas Edwards
City Manager

ALVAREZ & MARSAL INFRASTRUCTURE & CAPITAL PROJECTS LLC

By: _____
Rob Reid
Managing Director