

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

**Duluth Economic Development Authority and EntryPoint, LLC, DBA
EntryPoint Networks**

THIS FIRST AMENDMENT TO AGREEMENT, entered into this 25 day of May, 2022, is by and between the DULUTH ECONOMIC DEVELOPMENT AUTHORITY, an economic development authority created and existing under Minnesota Statutes (1989) Chapter 469, hereinafter referred to as "DEDA", and EntryPoint, LLC, a Limited Liability Company, doing business as EntryPoint Networks, hereinafter referred to as "EntryPoint".

WHEREAS, effective as of August 13, 2021, DEDA and EntryPoint entered into a professional services agreement bearing DEDA Contract No. 21-860 124 (the "Agreement") for technical services related to the development and implementation of a municipal broadband internet system in portions of the City of Duluth; and

WHEREAS, DEDA desires to amend the Agreement to expand the scope of services to be provided by EntryPoint and to extend the Term of the Agreement; and

WHEREAS, EntryPoint is willing to so amend the Agreement under the terms and conditions hereinafter contained.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained.

1. That the category of "Planning, Analysis & Documentation of Exhibit A to the Agreement is hereby amended and augmented by the addition of those additional services set forth in Exhibit B, attached hereto and made a part hereof.


2. That Article II of the Agreement is hereby amended by striking therefrom the words and numbers "twenty-five thousand dollars (\$25,000) and substituting therefore the words and numbers "Sixty-five thousand dollars (\$65,000).
3. That Article IV of the Agreement is hereby amended by deleting the date "December 31, 2021" and by substituting therefore the date of "August 1, 2022."
4. In all other respects, the Agreement, together with all of its terms, covenants and conditions is hereby confirmed in its entirety.

IN WITNESS WHEREOF, the parties have hereunto set their hand the day and date first above shown.

DEDA

By 
Its President

Attest:


Its Secretary

Approved:


Attorney

ENTRYPOINT, LLC

By 
Devin Cox

Title: EVP Business Development

Dated 5/19/22

EXHIBIT B – SERVICES:

The following services to be added the Scope of Work outlined in Exhibit A.

EntryPoint will provide the following research and/or materials as required for the City of Duluth to make application for the Border to Border Grant application with the Minnesota Office of Broadband Development:

1. Work with the City to identify the estimated number of end users (at their respective speeds (downloading and uploading) within the proposed pilot area. Include the number of total passing's for households, businesses, and community anchor institutions and assist the City in estimating the number of customers likely served by coaxial cable and DSL within the proposed pilot area using existing and available data sources.
2. Complete a more detailed market analysis for identified business customers, community anchor institutions, and educational facilities in the proposed pilot project area.
3. Complete a detailed high-level fiber network architecture design in a standard Geospatial Information System (GIS) format, such as ESRI. The design must be capable of producing detailed drawings for the required fiber infrastructure elements as outlined in the grant application, including but not limited to location for fiber aggregation huts and switching devices, length and sizes of underground conduits, fiber cable and associated fiber counts, pull box locations, and cabinets, etc. It is understood that detailed construction drawings shall be identified as part of this work. These necessary drawings are to be extrapolated from the GIS design and typically include cross sectional details for various installations. It is also understood and agreed to by both parties that these necessary drawings are NOT included in this scope of work, but rather that the City will request such drawings, and as a part of this scope, EntryPoint will provide a cost to have a third party develop these detailed drawings using a third party. The City will approve this additional scope of work prior to the creation of these detail drawings. These should include the customer service drops to the premise. The deliverables will include drawings and specifications as needed for bidding and completed by October of 2022. The design will include but is not limited to diagrams, and associated documentation of network equipment that is scalable which could be fully incorporated and utilized in a City-Wide fiber deployment. The design shall leverage and optimize the existing Northeast Service Cooperative (NESC) fiber assets already deployed within the City of Duluth (where feasible). The pricing for the detailed design should include up to the 2,500 passing's anticipate for the pilot area but should also include the potential for up to a total of 10,000 passing's for preliminary design into adjacent areas to ensure that the pilot area detail design has been optimized for the future expansion of the fiber distribution network.
4. Provide a detailed estimate of materials and labor for installation for the pilot project area. (Please note: Due to market conditions, final costs will only be known after an RFP procurement process. We would recommend Duluth conduct an RFP process to validate all deployment estimates.)

5. Provide recommended speed tiers and associated market pricing for the pilot project.
(Please note: In the automated open access model, these ISP service speeds, and pricing are set by the providers. We can estimate outcomes, but at a small scale we may need to artificially influence costs or seek providers who already have scale. The significant portion of this work will be to negotiate with providers.)
6. Documents as needed demonstrating EntryPoint's technical expertise, including resumes of key staff and narratives of past successful projects.
7. Assist in preparing the contract requirements and scope of services for inclusion for a third-party maintenance and operations (M&O) network service contract.
8. Provide City of Duluth budgetary anticipated expenses for a 5-year network service commitment.
9. Assist City of Duluth in an analysis demonstrating how improved broadband speeds and coverage will enable the project area to become and/or remain financially viable.