

ORIGINAL

NEO Fiber, Inc.
doing business as
NEO Connect

On-call Broadband Consulting Services

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #4555

THIS SECOND AMENDMENT to that Agreement for Services #4555 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and NEO Fiber, Inc., a Colorado corporation duly qualified to conduct business in the State of California, doing business as NEO Connect, whose principal place of business is 1318 Riverview Avenue, Glenwood Springs, Colorado 81601, and whose mailing address is Post Office Box 2664, Glenwood Springs, Colorado, 81602 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide general broadband consultation services on an as-needed basis for Chief Administration Office pursuant to Agreement for Services #4555, dated January 30, 2020 and First Amendment to Agreement for Services #4555, dated April 14, 2020 incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to modify the scope of work to include Broadband grant preparation, amending **ARTICLE I, Scope of Services**, and replacing **Amended Exhibit A, Amended Scope of Services** with **Amended Exhibit A-1, Amended Scope of Services**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$30,000, amending **ARTICLE III, Compensation for Services**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement on the following terms and conditions:

I. Amended Exhibit A, Amended Scope of Services is replaced in its entirety with Amended Exhibit A-1, Amended Scope of Services attached hereto and incorporated herein by reference. All references to Amended Exhibit A, Amended Scope of Services throughout the Agreement are substituted with Amended Exhibit A-1, Amended Scope of Services.

II. **ARTICLE III, Compensation for Services**, the fourth paragraph of the Article is amended in its entirety to read as follows:

The total amount of this Agreement, as amended, inclusive of all costs, taxes, Work Orders, and expenses shall not exceed \$80,882. It is understood and agreed that there is no guarantee either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

Except as herein amended, all other parts and sections of Agreement for Services #4555, including previous amendments, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #4555 on the dates indicated below.

--COUNTY OF EL DORADO--

By: 
Michele Weimer
Purchasing Agent
"County"

Dated: 7/8/2020

--NEO FIBER, INC. dba NEO CONNECT--

By: 
Diane Kruse
CEO and Corporate Secretary
"Consultant"

Dated: 7/5/2020

NEO Fiber, Inc.

doing business as

NEO Connect

Amended Exhibit A-1

Amended Scope of Services

In accordance with Agreement for Services #4555 between County and Consultant, Consultant shall accomplish the work described below.

AGREEMENT OVERVIEW:

Consultant shall implement the Scope of Work described below in accordance with the terms and conditions, including the reporting and deliverable requirements, of this Agreement.

SCOPE OF SERVICES DESCRIPTION:

The Scope of Work includes the following general and on-call, as needed consulting services. Consultant shall perform the following tasks:

- Respond to County staff members' questions regarding Broadband, smart city, or telecommunication matters, including but not limited to rights of way management, utility and service provider entities, policy and ordinance implementation, service provider, and other utility, government, transportation, or other partners, technical design, engineering, or capital cost estimates, Broadband strategies, business operations, and grant applications;
- Perform consulting services related to pre-grant Broadband effort, including researching areas of County which would qualify for upcoming grant opportunities; and
- Perform Broadband grant preparation

DELIVERABLES:

Unless otherwise indicated below, and notwithstanding any other provisions of this Agreement to the contrary, Consultant shall submit all deliverables in accordance with ARTICLE I; Scope of Services, unless otherwise indicated in each task described herein.

Consultant shall submit draft documents and reports to County for review and comment. Consultant shall incorporate County's comments into the final documents or reports subject to agreement by Consultant and County.

Draft deliverables shall be submitted via electronic file and Consultant shall produce the following using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS

Project, and MS Excel). Final signed deliverables shall be submitted in Adobe portable document format (pdf) format to County unless otherwise stated. Consultant shall work closely with County throughout the Project.

Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in the individual Work Orders issued pursuant to this Agreement. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement.