

ORIGINAL

NEO Fiber, Inc.

doing business as

NEO Connect

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #4555

THIS FIRST 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 assist in providing general broadband consultation services on an as-needed basis for the Chief Administrative Office pursuant to Agreement for Services #4555, dated January 30, 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 update the scope of services to include consulting services for pre-grant Broadband efforts and researching of areas within the County that would qualify for upcoming grant opportunities, amending **ARTICLE I, Scope of Services**, and replacing Exhibit A, marked "Scope of Services," with Amended Exhibit A, marked "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 \$35,882, 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 First Amendment to Agreement on the following terms and conditions:

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

II. **ARTICLE I, Scope of Services**, of the Agreement is amended in part to read as follows:

Consultant agrees to furnish personnel, equipment, and services necessary to assist County with general on-call broadband consulting services. Services shall include, but not be limited to, those tasks as identified in Amended Exhibit A, marked "Amended Scope of Services," incorporated herein and made by reference a part hereof.

III. **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 \$50,882. 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 shall remain unchanged and in full force and effect.

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

--COUNTY OF EL DORADO--

By: Michele Weimer
Michele Weimer
Purchasing Agent
"County"

Dated: 4/14/2020

--NEO FIBER INC.
doing business as
NEO CONNECT --

By: Diane Kruse
Diane Kruse
CEO and Corporate Secretary
"Consultant"

Dated: 4/13/2020

NEO Fiber, Inc.

doing business as

NEO Connect

Amended Exhibit A

Amended Scope of Services

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

AGREEMENT OVERVIEW:

Contractor 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 following general and on-call, as needed consulting services are included within this Scope of Work:

Responding 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 as well as consulting services related to pre-grant Broadband effort, including researching areas of County which would qualify for upcoming grant opportunities.

DELIVERABLES:

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

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

Draft deliverables shall be submitted via electronic file and Contractor 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. Contractor shall work closely with County throughout the Project.

Contractor 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.