

**NEO Fiber, Inc.
doing business as
NEO Connect**

THIRD AMENDMENT TO AGREEMENT FOR SERVICES #4555

THIS THIRD 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, First Amendment to Agreement for Services #4555, dated April 14, 2020, and Second Amendment to Agreement for Services #4555, dated July 8, 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 extend the expiration date of January 29, 2022 for one (1) additional year, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$80,000, for an updated not-to-exceed amount of \$160,882, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update County address, amending **ARTICLE XIII, Notice to Parties**;

WHEREAS, the parties hereto desire to amend the Agreement to update County's Contract Administrator, amending **ARTICLE XXVI, Contract Administrator**;

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 Third Amendment to Agreement on the following terms and conditions:

- I. **ARTICLE II, Term**, of the Agreement is hereby amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire on January 29, 2023.

II. **ARTICLE III, Compensation for Services**, the fourth and fifth paragraph of the Article are amended in their 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 \$160,882. 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.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number on their faces. Consultant shall bill County for only one (1) Work Order per invoice. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667
Attn: Kevin Willard

Or to such other location as County directs.

III. **ARTICLE XIII, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Kyle Zimbelman
Economic and Business
Relations Manager

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

NEO Fiber, Inc. dba NEO Connect
1318 Riverview Avenue
Glenwood Springs, Colorado 81601

Attn: Diane Kruse, CEO

or to such other location as Consultant directs.

- IV. **ARTICLE XXVI, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXVI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Kyle Zimbelman, Economic and Business Relations Manager, Planning and Building Department, or successor.

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 Third Amendment to Agreement for Services #4555 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Purchasing Agent
"County"

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

By: *Diane Kruse* Dated: 12/20/2021
Diane Kruse (Dec 20, 2021 12:03 MST)

Diane Kruse
Chief Executive Officer and
Corporate Secretary
"Consultant"