

NEO Fiber, Inc.
doing business as
NEO Connect

SIXTH AMENDMENT TO AGREEMENT FOR SERVICES #4555

THIS SIXTH 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").

R E C I T A L S

WHEREAS, Consultant has been engaged by County to provide general broadband consultation services on an as-needed basis for the Planning and Building Department pursuant to Agreement for Services #4555, dated January 30, 2020, First Amendment to Agreement for Services #4555, dated April 14, 2020, Second Amendment to Agreement for Services #4555, dated July 8, 2020, Third Amendment to Agreement for Services #4555, dated January 6, 2022, Fourth Amendment to Agreement for Services #4555, dated January 24, 2023, and Fifth Amendment to Agreement for Services #4555, dated August 9, 2024, 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, 2026 for three (3) additional years, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to update County's notice recipient, amending **ARTICLE XIII, Notice to Parties**;

WHEREAS, the parties hereto desire to amend the Agreement in accordance with Senate Bill 1489, the Levine Act, amending **ARTICLE XIX, Conflict of Interest**, and replacing **Exhibit C** with **Exhibit C-1, Updated California Levine Act Statement**;

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 Sixth Amendment to Agreement for Services #4555 on the following terms and conditions:

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

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire on January 29, 2029.

- II. **ARTICLE XIX, Conflict of Interest**, the last paragraph is fully replaced in its entirety to read as follows:

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," and Exhibit C-1, marked "Updated California Levine Act Statement," both incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

- 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.: Robert Peters
Deputy Director
Planning and Building Department

With a copy to:

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

Attn.: Michele Weimer, MPA, CPPO
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.

III. **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 Robert Peters, Deputy Director, 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 Sixth Amendment to Agreement for Services #4555 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____

Deputy Clerk

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

By: *Diane Kruse* Dated: 10/21/2025
Diane Kruse (Oct 21, 2025 12:59:43 MDT)

Diane Kruse
Chief Executive Officer
"Consultant"

By: *Diane Kruse* Dated: 10/21/2025
Diane Kruse (Oct 21, 2025 12:59:43 MDT)

Diane Kruse
Corporate Secretary

NEO Fiber, Inc.
doing business as
NEO Connect
Exhibit C-1

Updated California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Consultant's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

10/21/2025

Date

NEO Fiber, Inc. dba NEO Connect

Type or write name of company

Diane Kruse

Diane Kruse (Oct 21, 2025 12:59:43 MDT)

Signature of authorized individual

Diane Kruse

Type or write name of authorized individual