

NEO Fiber, Inc.
dba NEO Connect
AGREEMENT FOR SERVICES #123-S1811
AMENDMENT III

THIS THIRD AMENDMENT to that Agreement for Services #123-S1811 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, doing business as NEO Connect, whose principal place of business is 1318 Riverview Avenue, Glenwood Springs, Colorado 81601, and whose mailing address is P.O. Box 2664, Glenwood Springs, Colorado 81602; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide oversight, assessment and advice on broadband throughout El Dorado County, in accordance with Agreement for Services #123-S1811, dated, September 20, 2017, Amendment I, dated January 12, 2018, and Amendment II, dated August 22, 2018, incorporated herein and made by reference a part hereof (hereafter referred to as "Agreement");

WHEREAS, the parties hereto have mutually agreed to extend the term of the Agreement, hereby amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount by \$23,993 for a total not-to-exceed compensation of \$149,993, hereby amending **ARTICLE III, Compensation for Services**, and replacing Exhibit A with **Amended Exhibit A**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor 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 amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective on September 20, 2017, and shall expire on June 30, 2019.

II. ARTICLE III, Compensation for Services, paragraphs 2, 3, 4, and 9 of the Agreement are amended in their entirety to read as follows:

The cost estimate for each task and the billing rates shall be in accordance with Amended Exhibit A, marked "Cost Estimate and Fee Schedule," incorporated herein and made by reference a part hereof.

The amounts indicated in Amended Exhibit A represent the composition of the total not-to-exceed budget for the various tasks. In the performance of the Scope of Services to be provided under this Agreement, Contractor may request to reallocate the expenses listed in Amended Exhibit A among the various Scope of Work tasks identified therein, subject to County's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Reimbursement for hotels and meals shall be made in accordance with the Federal M&IE rates established by the General Services Administration (GSA) found here: <https://www.gsa.gov/portal/category/100120>. Lodging expenses shall be claimed at either the actual cost of the lodging (limited to the single occupancy rate for a single room) or the maximum lodging rate (Federal Per Diem Rate established by GSA), and will be paid in accordance with Amended Exhibit A, whichever is less. Taxes and resort fees are in addition to the Federal Per Diem Rate. Contractor is responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Contractor will not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not canceling the room and the Contract Administrator or designee has determined that the reasons are valid.

The total amount of this Agreement shall not exceed \$149,993.00, inclusive of all services, expenses and costs.

Except as herein amended, all other parts and sections of that Agreement #123-S1811, as amended, shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____
Shawne Corley
Assistant Chief Administrative Officer

Dated: _____

Requesting Department Head Concurrence:

By: _____
Don Ashton, MPA
Chief Administrative Officer

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Agreement for Services #123-S1811 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Purchasing Agent
Chief Administrative Office
"County"

**-- NEO FIBER INC.
dba NEO CONNECT --**

By: _____ Dated: _____
Diane Kruse
CEO & Corporate Secretary
"Consultant"