

## AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 (“Amendment No. 1”) to that certain Agreement for Professional Services (“Agreement”) dated as of August 21, 2024, is made and entered into this 8<sup>th</sup> day of April 2025, by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and Earth Finance (the “Contractor”) (each a “Party”; collectively the “Parties”).

### AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

**Section 1.** Schedule A is hereby deleted and replaced by a new Schedule A, attached hereto and by this reference incorporated herein.

**Section 2.** Schedule B is hereby deleted and replaced by a new Schedule B, attached hereto and by this reference incorporated herein.

**Section 3.** Section 6 (County Contact Person) is hereby amended as follows:

6. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Trudy Soriano  
Title: Economic Development Programs Manager  
Department: Executive  
Telephone: (425) 388-0063  
Email: [Trudy.Soriano@snoco.org](mailto:Trudy.Soriano@snoco.org)

**Section 4.** Section 23 (Notices) is hereby amended to read as follows:

23. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:      Snohomish County Executive Office  
                                 3000 Rockefeller Ave  
                                 Everett, Washington 98201  
                                 Attention: Trudy Soriano  
                                 Economic Development Programs Manager

If to the Contractor: Earth Finance  
601 Union St., Ste 3532  
Seattle, WA 98101  
Attention: Angie Santo-Walter  
Chief Operating Officer

**Section 5.** All other terms and conditions of the Agreement, as amended, shall remain in full force and effect except as expressly modified by this Amendment No. 1.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the day and year first written above.

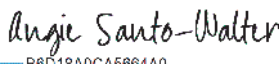
**COUNTY:**

Snohomish County, a political subdivision  
of the State of Washington

**CONTRACTOR:**

Earth Finance, a nonprofit organization withing  
the State of Washington

By \_\_\_\_\_  
County Executive Director

Signed by:  
  
B6D18A0CA5664A0...  
By \_\_\_\_\_  
Angie Santo-Walter

**Approved as to Form:**

Wendling,  
Rebecca

 Digitally signed by Wendling,  
Rebecca  
Date: 2025.05.05 16:12:03 -07'00'

Deputy Prosecuting Attorney

## PROJECT SUMMARY & OVERVIEW

Snohomish County is interested in establishing a world-leading Sustainable Aviation Fuels (SAF) Research and Development Center at Paine Field. In 2023, the plan received a crucial \$6.5 million appropriation from the Washington State Legislature. This SAF R&D Center will have a significant impact on the climate economy locally and worldwide and could create widespread investment and jobs in the region. As part of this effort, the Contractor shall lead the development and implementation of a business plan through targeted and strategic engagement.

## REPORTING

Contractor shall submit reports and deliverables for this Agreement in conjunction with monthly invoices, and as otherwise required by this Agreement. With each invoice, Contractor shall submit a report that includes percent of completion for each deliverable along with hours worked as well as an annotative report on key takeaways. Reporting also includes an after-action summary of activities and outcomes of international and domestic benchmarking trips. Subject to Section 7 of the Agreement, the County shall review and approve the accompanying deliverables, progress, and reports before processing the invoice.

## PROJECT DESCRIPTION & SERVICES

### Services

#### Task 0: Administrative Fee

0.1: Management Oversight, Operational Support, miscellaneous hard costs for event hosting

#### **Task 1: Business Plan Development & Outreach**

##### **Business Plan**

- 1.1- Preliminary Business Plan: Enhancement and development of a SAF Center business plan.
- 1.2 - Hiring Plan and roadmap: Outline potential hiring plan for the proposed operating structure based on feedback and decisions pending Task 2.1.
- 1.3 - Updated Communications Strategy:
  - Provide input on public relations and communications strategy related to public and private engagement. Notwithstanding the provisions of Section 8 of the Agreement, Contractor may sub-contract to a third-party provider to refine branding and communications.

##### **Corporate Sponsorship & Support**

The following deliverables must be contingent upon meeting Task 2.1:

- 1.4 - Corporate Member Presentation Overview & Executive Summary: Develop the value proposition summary for corporate involvement with the SAF Center, by industry group. Define specific value drivers for each target stakeholder, informed by the roundtable conversations, benchmarking analysis, and business plan. Outline the key benefits each stakeholder would experience by engaging and supporting the SAF Center.
- 1.5 - Engagement Plan, Meeting Notes, and Action Plan: Targeted and strategic corporate partner engagement for support of the SAF R&D Center. Initiate corporate engagement and fundraising through multiple 1:1 and team meetings with each target member to showcase the project goals, value proposition, and funding commitments needed to participate.
- 1.6 - Public/Private Funding Summary and Tracker: Explore additional funding opportunities at the public and private level and outline timeline, application requirements, and other key criteria that would determine eligibility. Develop One-page summary and additional collaterals for 2025 Legislative budget requests.

1.7 - SAF Center Launch Event:

Facilitate coordination of a launch event to convey strategy and vision of SAF Center to key stakeholders to build momentum for strategic partnerships and support. Notwithstanding the provisions of Section 8 of the Agreement, Contractor may sub-contract to a third-party for planning, logistics, and execution.

Final Deliverables of Task 1: Individual document deliverables Microsoft PowerPoint/Word/Adobe PDF, dedicated to work conducted in Tasks 1.1-1.7.

Deliverable Due Date: June 15, 2025

**Task 2: Establish Operating Model and Governance Structure**

2.1 – SAF R&D Program Plan: Analyze the feasibility of local government/County involvement in SAF structures proposed in draft business plan. Additionally, analyze different levels of County involvement, such as lessor (limited involvement) to creator of legal entity that controls SAF, such as LLC, nonprofit corporation, public development authority, or other legal entity counties are authorized to create under applicable law in Washington State.

Deliverable due date: September 30, 2024

2.2 – Stakeholder Map: Identify key stakeholders across public and private sectors and outline various engagement channels.

Deliverable due date: September 30, 2024

2.3 – Establishment: Create a sample charter, ground rules of engagement, governance structures, and roles and responsibilities for the potential institute.

Deliverable due date: June 15, 2025

2.4 – Program Budget: Establish an annual budget and pro forma process to effectively manage programmatic functions of the center, including limitations of public entity involvement.

Deliverable due date: September 30, 2024

2.5 – Program Schedule: Build project schedule, strategic timelines, and engagement plans to track and manage the successful execution of the project.

Deliverable due date: June 15, 2025

2.6 – Roundtable Conversations: Facilitate roundtable conversations among additional key public, private, and academic entities to understand the operating model that potential members would like to see and whether such models are feasible. Solicit feedback and input on potential models and business strategies.

Deliverable due date: June 15, 2025

2.7 – Change Management and Communications Plan: Develop change management and communications plans that outline the schedule of key communications and target outcomes of each communication channel. Leverage change management plan to outline which communication strategies to deploy with each unique stakeholder group.

Deliverable due date: September 15, 2024

2.8 – Benchmarking Assessment: Conduct high level peer benchmarking analysis that informs locations and summarizes strengths and weaknesses of various models. This analysis will look at the pros and cons of existing similar institutes across the world to see which best practices can be integrated into the operating model of the SAF Center. Benchmarking locations to include, but not limited to, Wichita State University's National Institute for Aviation Research (NIAR), Penn State's Institute of Energy and Environment, and University of Sheffield's Sustainable Aviation Fuels Innovation Centre.

Deliverable due date: June 15, 2025

Final Deliverable of Task 2: Individual documented deliverables via Microsoft PowerPoint/Adobe PDF, dedicated to work conducted in Tasks 2.1-2.8.

Final Deliverable Due Date: June 15, 2025

### **Task 3: Benchmarking Trips & Logistics**

**Benchmarking** - Organize key benchmarking trips that will allow for knowledge-building and understanding of best practices on a global scale.

3.1 - Successful Event with Documented Outcomes, Key Take-aways, and Next Steps: Singapore Benchmarking Trip

Deliverable due date: November 15, 2024

Final Deliverables of Task 3:

- Trip Summary and Key Take Aways via Microsoft PowerPoint/Adobe PDF
- Documented recommendations for additional benchmarking trips or engagements in support of business plan development or future phases of work.

Deliverable due date: June 15, 2025

### **Task 4: Position for Growth & Expansion**

#### **Business Model Innovation & Enhancement**

4.2 - Updated Business Plan with key takeaways and content from tasks 1 through 3, including Workforce Development and Technology/Innovation Best Practices: Integrate workforce development, technological innovation, and best practices into a SAF Center business plan.

Final Deliverables of Task 4:

Comprehensive business plan via Microsoft PowerPoint/Word/Adobe PDF, building on framework established in 1.1 and encompassing key takeaways and content developed in all individual deliverables in tasks 1, 2 and 3.

Deliverable Due Dates: June 30, 2025

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Workstream and Activities		Total Effort (hrs.)	Hourly Fee*	Soft Costs	Hard Costs	Sub-contract	Total Costs
<b>Administrative fee</b>							
Management Oversight		130	\$257	\$33,410			\$33,410
Operational Support		143	\$257	\$36,751			\$36,751
Miscellaneous Hard Costs (i.e. Event hosting and mgmt.)					\$12,000		\$12,000
Sub-total		273		\$70,161	\$12,000	0	\$82,161
<b>Business Plan Implementation &amp; Outreach</b>							
1.1 Preliminary Business Plan		300	\$257	\$77,100		\$75,687	\$152,787
1.2 Hiring Plan and Roadmap		60	\$257	\$15,420			\$15,420
1.3 Updated Communications Strategy		100	\$257	\$25,700		\$ 50,000	\$75,700
1.4 Corporate Member Presentation Overview & Executive Summary		200	\$257	\$51,400			\$51,400
1.5 Engagement Plan, Meeting Notes, and Action Plan		260	\$257	\$66,820			\$66,820
1.6 Public/Private Funding Summary and Tracker		180	\$257	\$46,260			\$46,260
1.7 SAF Center Launch Event		120	\$257	\$30,840	\$15,000		\$45,840
Sub-total		1035		\$313,540	\$15,000	\$125,687	\$454,227
<b>Establish Operating Model &amp; Governance Structure</b>							
2.1 SAF R&D Program Plan		45	\$257	\$11,565			\$11,565
2.2 Stakeholder Map		45	\$257	\$11,565			\$11,565
2.3 Establishment		48	\$257	\$12,336	\$ 22,000		\$34,336
2.4 Program Budget		45	\$257	\$11,565			\$11,565
2.5 Program Schedule		100	\$257	\$25,700			\$25,700
2.6 Roundtable Conversations		60	\$257	\$15,420			\$15,420
2.7 Change Management and Communications Plans		45	\$257	\$11,565			\$11,565
2.8 Benchmarking Assessment		60	\$257	\$15,420			\$15,420
Sub-total		448		\$115,136	\$ 22,000	0	\$137,136
<b>Benchmarking Trips &amp; Logistics</b>							
3.1 Successful Event with Documented Outcomes, Key Take-aways, and Next Steps: Singapore Benchmarking Trip		240	\$257	\$61,680	\$32,944	\$15,000	\$109,624
Sub-total		600		\$61,680	\$32,944	\$15,000	\$109,624
<b>Position for Growth &amp; Expansion</b>							
4.1 Business Model Innovation – Prioritize Phase II Work							0
4.2 Updated Business Plan with key takeaways and content from tasks 1 through 3		155	\$257	\$39,835			\$39,835
Sub-total		160		\$39,835	0	0	\$39,835
<b>Total</b>		2,516		\$600,352	\$81,944	\$140,687	\$822,983