

**AMENDMENT 1 TO THE AGREEMENT BETWEEN SNOHOMISH COUNTY AND  
CBG COMMUNICATIONS, INC.**

This Amendment No. 1 to the “Agreement for Professional Services” (the “Master Agreement”), executed on **February 22, 2023**, by and between Snohomish County, a political subdivision of the State of Washington (the “County”) and CBG Communications, INC, duly registered and authorized to conduct business in Washington State (the “Contractor”) is made and entered in to on day of **November 2023**.

**RECITALS**

WHEREAS, Snohomish County and CBG COMMUNICATIONS, INC. entered the Master Agreement on **February 22, 2023**; and

WHEREAS, the County wishes to use services provided by the Contractor to perform work on an additional deliverable funded through Coronavirus Local Fiscal Recovery Funds pursuant to the American Rescue Plan act (ARPA CLFR); and

WHEREAS, the Contractor will assist the County, its Broadband Task Force (“BTF”) and, as needed, the County’s Broadband Action Team (“BAT”) to research, review and subsequently assist in the development of a Snohomish County Broadband PDA (for purposes of this Proposal, shortened to the acronym of “SCBPDA” or “Authority”) that would be focused on enhancement of broadband services and infrastructure in the County; and

WHEREAS, the Contractor will perform a broad community engagement identifying households, covered populations, and regions that are experiencing barriers that limit or prevent broadband access and adoption in Snohomish County;

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

**Section 1. Section 3. subsection f.** of the Professional Services Agreement is hereby amended as follows:

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed **\$144,500** for the initial term of this Agreement (excluding extensions or renewals, if any).

**Section 2. Exhibit A – CLFR TERMS AND CONDITIONS**, First paragraph page 1, Second sentence, is hereby amended to read as follows:

These CLFR Terms and Conditions apply to the Contractor’s provision of consulting services for which the County has agreed to pay an amount not to exceed **\$144,500**.

**Section 3. Exhibit B** – STATEMENT OF WORK, Section III. REPORTING is hereby amended to replace the Deliverable table with the following table:

Deliverable	Anticipated Completion Date <sup>1,2</sup>
(A) Joint Work Plan	04/01/2023
(B) Current Assets and Mapping Report and maps (Part One)	06/01/2023
(C) Analysis of broadband service providers and/or offerings in Snohomish County	05/01/2023
(D) Needs Assessment (Part Two)	08/01/2023
(E) Review of Applicable and Existing Broadband Models	08/01/2023
(F) Alternatives, Deployment, and Implementation Plan	10/01/2023
(G) Prioritization of Implementation Costs	11/01/2023
(H) Funding and Partnerships <sup>3</sup>	12/01/2023
(I) Broadband Enhancement Study Findings and Report	01/31/2024
(J) Development of a Broadband Public Development Authority Study Findings and Report	02/01/2024
(K) Broadband Residential Outreach Activities	12/01/2023

**Section 4. Exhibit B** - STATEMENT OF WORK, Section IV. PROJECT DESCRIPTION, is hereby amended to add the following subsections:

**J. Development of a Broadband Public Development Authority (Deliverable 10)**

The Contractor shall assist the County, its Broadband Task Force (“BTF”) and, as needed, the County’s Broadband Action Team (“BAT”) to research, review the feasibility of, and, if applicable, subsequently assist in the development of a Public Development Authority (“PDA”) focused on enhancement of broadband services and infrastructure in the County through the following tasks:

1. Determine the feasibility of a PDA for Snohomish County. The Contractor shall research other PDAs or similar authorities focused on broadband and provide the analysis to the County to identify options for PDA development.
2. If applicable, propose the composition of the PDA. The contractor shall recommend and host discussions with local entities that can provide critical expertise, infrastructure, and other assets and services for the PDA.
3. If applicable, identify opportunities for public-private partnerships with a PDA. The Contractor shall host meetings with internet service providers (ISPs) and other broadband service providers regarding the development of the PDA, identification of projects, and

<sup>1</sup> Contractor will work with the County to adjust the deliverable completion dates as needed to maximize the County’s ability to leverage new broadband-related developments and opportunities.

<sup>2</sup> The deliverable completion dates may be adjusted due to circumstances beyond the Contractor’s control.

<sup>3</sup> Contractor will work with the County to adjust the timeframe for seeking grant funding based on when pertinent funding opportunities become available.

public-private partnership opportunities. The Contractor shall determine the viability and desirability of a Provider Advisory Board to work on collaborative efforts.

4. Recommend a staffing model, business model and budgetary models for the PDA. The Contractor shall work with the BTF to develop a staffing, business and budgetary models for the PDA. The budgetary model will include initial and successive budgets to project the overall cost to the County of establishing such.
5. The Contractor shall help in structuring initial roles and responsibilities of the Authority. This shall include:
  - Developing activities designed to ultimately meet each Authority member's and their constituencies' needs;
  - Prioritizing those needs with an analysis of both cost benefits and public policy benefits;
  - Prioritizing broadband expansion and enhancement projects that the Authority could be involved in based on the priorities and the availability of funding to adequately support the projects; and
  - Seeking funding for prioritized projects.
6. Development of a Broadband Public Development Authority Study Findings and Report. The Contractor shall create a summary report of all their findings, recommendations and analyses.

#### **K. Broadband Residential Outreach Activity (Deliverable 11)**

The Contractor shall perform a residential outreach plan that identifies Covered Populations that are experiencing barriers that limit or prevent broadband access and adoption in Snohomish County. "Covered Populations" is defined by The Digital Equity Act of 2021 which was established by the Bipartisan Infrastructure Law, also called the Infrastructure Investment and Jobs Act (Sections 60301-60307).

#### **Data Gathering Methodology, Selection and Implementation**

The Contractor shall employ the following three data gathering methodologies.

##### **1. Focused Telephone Survey**

The Contractor shall develop a telephone survey focusing on all cellphone and landline numbers in the low digital equity areas and high digital stress areas (identified by census block and zip code). The survey shall include a focused list of broadband availability, adoption, and access-related topics as agreed to by the BTF.

The Contractor shall complete 100 telephone survey interviews and shall ensure that Spanish language interviewers are provided to respondents as needed. The survey methodology shall choose respondents that best reflect Covered Populations, as defined by the NTIA, in Snohomish County.

The Contractor shall perform the number of phone calls necessary to obtain the number of telephone survey interviews required. The survey shall be conducted using Computer Aided Telephone Interviewing (CATI) methodology. Calls shall be made at various times of the day and prime time viewing hours (but not late in the evening) on both weekdays and weekends to obtain results from the highest possible diversity of respondents. In cases where a targeted survey participant is not available initially, several callbacks shall be attempted before an alternate phone respondent is chosen. Interviewers shall begin every interview with an acknowledgement of their firm and its work on behalf of the County, as well as the purpose of the survey. Contractor shall not gather any personally identifiable information and shall only report aggregate information about survey responses to the County.

## **2. Written and Online Surveys Community Partners**

The Contractor shall develop a written survey using online or on-paper methodologies. The survey shall include a focused list of broadband availability, adoption and access related topics as agreed to by the BTF. The Contractor will integrate feedback from Community Partners to ensure that the verbiage used in the surveys is understandable to the identified populations

The Contractor will provide the survey to Community Partners that are willing to support the County's Broadband Digital Equity Needs Assessment and have been identified by the County. The Contractor will pay Community Partners for their efforts to provide feedback on the survey, promote the surveys; and facilitate distribution and receipt of the responses.

The Contractor shall assist Community Partners in providing partner promoted and facilitated access to either written or online surveys for their constituencies, in at a minimum, both English and Spanish. With the assistance of Community Partners, the Contractor shall complete at least fifty (50) written surveys.

## **3. Focus Groups and Interviews**

The Contractor shall utilize Community Partners in gathering data from their constituencies through in-person focused discussions. The Contractor shall perform at least one (1) focus group in collaboration with Community Partners. The Contractor shall work with the County and its translation and interpreter services, if needed, to have language interpreters while conducting such groups.

## **4. Data Analysis of the Above Analysis of Data Gathered**

Through the activities described above, the Contractor shall gather data that shall be initially compiled, categorized and analyzed, and then arranged by groups with broadband challenges and Covered Population groups. Resulting data shall be deidentified, disaggregated, coded and placed in data tables. Analytics will be performed to identify specific digital inclusion challenges such as broadband Internet access availability and/or adoption of service for reasons such as affordability, accessibility, education and training or device access.

The Contractor shall ensure that all data elements provided are deidentified and disaggregated by number of participants, race, ethnicity, gender, zip code, participant income amount and Covered population.

## 5. **Report**

The Contractor shall take all the additional information gathered, reviewed, compiled and analyzed and use this to enhance the technical Needs Assessment Section of the Broadband Enhancement Study.

**Section 5. Exhibit C** – PROJECT BUDGET AND COMPENSATION is hereby replaced in its entirety with a new Exhibit C, attached hereto and by this reference incorporated herein.

**Section 6. Exhibit F** – INVOICE AND COST CERTIFICATION is hereby replaced in its entirety with a new Exhibit F, attached hereto and by this reference incorporated herein.

**Section 7.** All other terms of the Master Agreement shall remain in full force and effect, except as expressly modified by this **Amendment 1**.

*(Signature Page to Follow)*



**EXHIBIT C**  
**PROJECT BUDGET AND COMPENSATION**  
**BROADBAND ENHANCEMENT STUDY**

The County shall reimburse Contractor for services provided and/or eligible expenses incurred in executing the Project pursuant to the Agreement in an amount not to exceed the Contract Maximum. As outlined in **Section 3** of this Agreement, Contractor shall submit to the County a properly executed invoice and cost certification indicating the work performed and the amount due from the County regarding each line item outlined in this section. Subject to **Section 8** of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

Each Deliverable in this chart will be invoiced based on detailed documentation of tasks completed monthly for each deliverable using **Exhibit C**.

<b>Deliverable</b>		<b>Responsible Party</b>	<b>Hourly Rate</b>	<b>Total Estimated Cost</b>
1	Facilitate Joint Planning Work Plan with Stakeholders	Tom Robinson, Project Manager Dick Nielsen, Sr. Engineer Krystene Rivers, Sr. Research Assoc. Connie Book, Lead Researcher Andrew Entrikin, GIS Specialist	\$195 \$195 \$75 \$175 \$100	\$12,000
2	Current Assets and Mapping (Part One)	Tom Robinson, Project Manager Dick Nielsen, Sr. Engineer Krystene Rivers, Sr. Research Assoc. Andrew Entrikin, GIS Specialist	\$195 \$195 \$75 \$100	\$12,000
3	Analysis of broadband service providers and/or offerings in Snohomish County	Tom Robinson, Project Manager Dick Nielsen, Sr. Engineer Krystene Rivers, Sr. Research Assoc. Connie Book, Lead Researcher Andrew Entrikin, GIS Specialist	\$195 \$195 \$75 \$175 \$100	\$12,000
4	Needs Assessment (Part Two)	Tom Robinson, Project Manager Dick Nielsen, Sr. Engineer Krystene Rivers, Sr. Research Assoc. Connie Book, Lead Researcher Andrew Entrikin, GIS Specialist	\$195 \$195 \$75 \$175 \$100	\$20,000
5	Review of Applicable and Existing Broadband Models	Tom Robinson, Project Manager Dick Nielsen, Sr. Engineer Krystene Rivers, Sr. Research Assoc. Connie Book, Lead Researcher	\$195 \$195 \$75 \$175	\$8,000
6	Alternatives, Deployment, and Implementation Plan	Tom Robinson, Project Manager Dick Nielsen, Sr. Engineer Krystene Rivers, Sr. Research Assoc.	\$195 \$195 \$75 \$175	\$10,000

		Connie Book, Lead Researcher Andrew Entriakin, GIS Specialist	\$100	
7	Prioritization of Implementation Costs	Tom Robinson, Project Manager Dick Nielsen, Sr. Engineer Krystene Rivers, Sr. Research Assoc. Andrew Entriakin, GIS Specialist	\$195 \$195 \$75 \$100	\$8,000
8	Funding and Partnerships	Tom Robinson, Project Manager Dick Nielsen, Sr. Engineer Krystene Rivers, Sr. Research Assoc. Connie Book, Lead Researcher John Horrigan, Grant Specialist	\$195 \$195 \$75 \$175 \$175	\$15,000
9	Broadband Enhancement Study Findings and Report	Tom Robinson, Project Manager Dick Nielsen, Sr. Engineer Krystene Rivers, Sr. Research Assoc. Connie Book, Lead Researcher Andrew Entriakin, GIS Specialist	\$195 \$195 \$75 \$175 \$100	\$4,000
10	Broadband PDA Development	Tom Robinson, Project Manager Dick Nielsen, Sr. Engineer Krystene Rivers, Sr. Research Assoc. Connie Book, Lead Researcher John Horrigan, Grant Specialist	\$195 \$195 \$75 \$175 \$175	\$21,000
11	Broadband Residential Outreach	Tom Robinson, Project Manager Dick Nielsen, Sr. Engineer Krystene Rivers, Sr. Research Assoc. Connie Book, Lead Researcher Constance Book, Ph.D, (CB)	\$195 \$195 \$75 \$175 \$175	\$22,500
Total (Not to Exceed Amount)				\$144,500

1. The Contractor may shift funds within Deliverables set forth in this **Exhibit C** subject to the following conditions:
  - a. No funds may be shifted without **prior** written authorization from the County's contact set forth in **Section 7** of the Agreement. Authorization to shift funds must be sought and approved **prior** to anticipated need.
  - b. Funds may only be shifted within Deliverables set forth in **Exhibit C**.



**EXHIBIT F  
INVOICE**

Sent to: Snohomish County -3000 Rockefeller, M/S 407 Everett, WA 98201

Purchase Order: \_\_\_\_\_

Amount of Payment: \_\_\_\_\_

Contractor Name and Address: <b>CBG Communications, Inc.</b> <b>73 Chestnut Road, Suite 203</b> <b>Paoli, PA 19301</b>	Contract #:	<u>CLFR-019A</u>
	Project Title:	Broadband Expansion Study
	Contract Manager:	<u>Jason Biermann</u>
	Reporting Period:	To: _____

**AUTHORIZING SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
(sign in ink)

SUB OBJ	Account Title	Current Expenditures	Contract To Date Expenditures	Contract Budget	Budget Balance
40	Prof. Services			\$144,500	\$144,500
<b>TOTALS</b>				\$144,500	\$144,500

REVIEWED FOR PAYMENT:	
AUTHORIZED FUND:	

**ATTACH: CONTRACTOR CERTIFICATION FORM**  
 Contractor should attach, if available, their own invoice.



SNOHOMISH COUNTY

3000 ROCKEFELLER AVENUE, M/S 407

**CONTRACTOR COST CERTIFICATION FORM**

1. I have the authority and approval from the Contractor to request reimbursement from Snohomish County from the County’s allocation of the CLFR as created in Section 9901 of the American Rescue Plan Act of 2021 (“ARPA”) for eligible expenditures included on the corresponding invoice for the reporting period referenced in the Agreement.
2. I understand Snohomish County will rely on this certification as a material representation in processing this reimbursement.
3. I certify the use of funds submitted for reimbursement from the CLFR under this Agreement were used only to cover those costs in accordance Section 9901 of the American Rescue Plan Act of 2021, the regulations as promulgated by Department of Treasury (Treasury) at 31 CFR Part 35, as amended, and Department of Treasury FAQs and guidance.
4. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued. I have reviewed the Section 9901 of the American Rescue Plan Act of 2021, the Treasury regulations at 31 CFR Part 35, as amended, and Treasury FAQs and guidance and certify costs meet the parameters set forth therein. Any funds expended by Contractor or its subcontractor(s) in any manner that does not adhere to the Section 9901 of the American Rescue Plan Act of 2021, Treasury’s regulations at 31 CFR Part 35, as amended, and Treasury FAQs and guidance shall be returned to the County for return to the Treasury.
5. I understand the Contractor receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Such documentation shall be produced for the County upon request and may be subject to audit by state and/or federal representatives.
6. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
7. I understand funds received pursuant to this certification cannot be used for expenditures for which the Contractor has received any other funding (whether state, federal or private in nature) for the same expense.

**By signing this document, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Section 3729-3730 and 3801-3812).**

CONTRACTOR NAME: CBG Communications, Inc.

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_