

**AMENDMENT 3 TO THE AGREEMENT BETWEEN SNOHOMISH COUNTY AND
CBG COMMUNICATIONS, INC.**

This Amendment No. 3 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 the **6th day of December 2024**.

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 funding from the Washington State Broadband Office; and

WHEREAS, the Contractor will create a public-facing, interactive website for the public to view the results of the comprehensive broadband study; and

WHEREAS, the County wishes to amend the contracted amount due to the additional scope item;

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

Section 1. Section 3. Compensation, Subsection f, is hereby amended as follows:

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed **\$163,900** for the term of this Agreement.

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 **\$163,900**.

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 ^{1, 2}
(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 ³	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
(L) Interactive, internet-based portal for study results	12/15/2024

Section 4. Exhibit B – STATEMENT OF WORK, Section IV. PROJECT DESCRIPTION, Subsection I Broadband Enhancement Study Findings Report and Expansion Strategy (Deliverable 9), is hereby amended to add the following subsection:

6. Create an interactive, internet-based portal that makes the findings of the enhancement study readily available to the public.

Section 5. Exhibit C – PROJECT BUDGET AND COMPENSATION is hereby replaced in its entirety with a new Exhibit C-2, 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-2, attached hereto and by this reference incorporated herein.

Section 7. All other terms of the Master Agreement, as amended, shall remain in full force and effect, except as expressly modified by this **Amendment 3**.

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment 3** as of the day and year first written above.

SNOHOMISH COUNTY:

CBG COMMUNICATIONS, INC.:

Date

E-SIGNED by Thomas Robinson
on 2024-12-09 21:17:38 GMT

_____ Date

Name: Ken Klein
Executive Director

Name: Thomas Robinson

Title: _____

Title: President & CEO

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**.

Deliverable		Responsible Party	Hourly Rate	Total Estimated Cost
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. Connie Book, Lead Researcher Andrew Entrikin, GIS Specialist	\$195 \$195 \$75 \$175 \$100	\$10,000
7	Prioritization of Implementation Costs	Tom Robinson, Project Manager Dick Nielsen, Sr. Engineer Krystene Rivers, Sr. Research Assoc. Andrew Entrikin, 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 Entrikin, GIS Specialist	\$195 \$195 \$75 \$175 \$100	\$22,400
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)				\$163,900

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: 35312

Amount of Payment: _____

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

AUTHORIZING SIGNATURE: _____ **DATE:** _____
 (sign in ink)

SUB OBJ	Account Title	Current Expenditures	Contract To Date Expenditures	Contract Budget	Budget Balance
40	Prof. Services			\$163,900	\$ 163,900
TOTALS				\$163,900	\$ 163,900

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: _____