

INTERLOCAL AGREEMENT FOR CONSULTING SERVICES

Thurston County Washington
City of Lacey, Washington
City of Olympia, Washington
City of Tumwater, Washington

AMENDMENT NO. 1

This INTERLOCAL AGREEMENT AMENDMENT NO. 1 is entered into in duplicate originals between THURSTON COUNTY, and the cities of LACEY, OLYMPIA, and TUMWATER, hereinafter collectively referred to as the "JURISDICTIONS."

WHEREAS, the JURISDICTIONS desire to amend the INTERLOCAL AGREEMENT FOR CONSULTING SERVICES, executed on April 12, 2018, hereinafter referred to as the "AGREEMENT," as provided herein; and

WHEREAS, Section 7 of the AGREEMENT allows for such an amendment.

NOW THEREFORE, in consideration of the mutual benefits and covenants contained herein, the AGREEMENT is hereby amended as follows:

Section 1. Purpose

The Jurisdictions agree that it is mutually beneficial to share in the collective cost of negotiating with Comcast Cable Communications Management, LLC ("Comcast") jointly rather than individually for the purposes of renewing each Jurisdiction's cable franchise. By doing so, the cost of negotiating with Comcast will be incrementally reduced for each Jurisdiction. To that end, the Jurisdictions have agreed to participate in the Professional Services Agreement for Consulting Services ("Consultant Agreement"), which includes its consultants and subconsultants Scope of Work, all attached hereto as Exhibits A (Professional Services Agreement for Consulting Services) and A-1 (Scope of Work and Budget) and incorporated herein by reference. All references in this Agreement to Exhibit A includes the references to Exhibits A and A-1 collectively, and incorporates by reference Amendment No. 1 to Professional Services Agreement for Consulting Services (Exhibit A).

Section 2. Term

The term of this Agreement shall be effective upon the approval of the last Jurisdiction's governing body, and shall be effective though ~~December 31, 2019~~ May 31, 2020, unless extended by agreement of the Jurisdictions.

Prior to commencement, this Agreement shall be filed or posted in accordance with RCW 39.34.040.

Except as expressly provided by this AMENDMENT NO. 1, all other terms and conditions of the original AGREEMENT remain the same and in full force and effect.

IN WITNESS WHEREOF, each party has caused this Amendment to be signed by its duly authorized officer or representative as of the date set forth below his or her signature.

CITY OF LACEY



Scott Spence, City Manager Date

Approved as to form:


David Schneider, City Attorney

CITY OF OLYMPIA

Steven J. Burney, Date
Interim City Manager

Approved as to form:


Mark Barber, City Attorney

CITY OF TUMWATER

Pete Kmet, Mayor Date

Approved as to form:

Karen Kirkpatrick, City Attorney

THURSTON COUNTY



John Hutchings, Chair of the Board Date
Of County Commissioners

Approved as to form:
JON TUNHEIM
PROSECUTING ATTORNEY

Grace O'Connor, Deputy Prosecuting
Attorney

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES

Between
Thurston County Washington
City of Lacey, Washington
City of Olympia, Washington
City of Tumwater, Washington
and
Kissinger and Fellman, P.C.

AMENDMENT NO. 1

This CONTRACT AMENDMENT NO. 1 is entered into in duplicate originals between THURSTON COUNTY, and the cities of LACEY, OLYMPIA, and TUMWATER, hereinafter collectively referred to as the "LOCAL GOVERNMENTS," and KISSINGER AND FELLMAN, P.C., a Colorado Professional Corporation, hereinafter referred to as "CONTRACTOR."

WHEREAS, this CONTRACT was entered into for the CONTRACTOR to provide services related to a cable franchise renewal with Comcast; and

WHEREAS, a draft franchise is still undergoing negotiation with Comcast; and

WHEREAS, the professional services costs for this project exceed the estimated budget for completion of the cable franchise renewal; and

WHEREAS, the LOCAL GOVERNMENTS and the CONTRACTOR therefore desire to amend their Professional Services Agreement for Consulting Services, effective March 15, 2018, hereinafter referred to as the "CONTRACT," as provided herein; and

WHEREAS, Section 15.2 of the CONTRACT allows for such an amendment.

NOW THEREFORE, in consideration of the mutual benefits and covenants contained herein, the CONTRACT is hereby amended as follows:

Section 2. Term

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until completion of the Services, but in any event no later than ~~December 31, 2019~~ May 31, 2020 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the Local Government and the Contractor

* * * * *

Section 4.1 Total Compensation

In consideration of the Contractor performing the Services, the Local Governments agree to pay the Contractor an amount not to exceed ~~One hundred seven thousand and three hundred seventy Dollars (\$107,370)~~ One hundred thirty two thousand three hundred seventy Dollars (\$132,370) pursuant to the Scope of Work, attached hereto as Exhibit A-1, and calculated on the basis of the following hourly labor charge rate scheduled for Contractor:

Kenneth Fellman	\$290.00 Per Hour
Brandon Dittman	\$ 175.00 Per Hour
Subconsultants at fixed fees as set forth in Exhibit A-1.	

Except as expressly provided by this AMENDMENT NO. 1, all other terms and conditions of the original CONTRACT remain the same and in full force and effect.

IN WITNESS WHEREOF, each party has caused this Amendment to be signed by its duly authorized officer or representative as of the date set forth below his or her signature.

BOARD OF COUNTY COMMISSIONERS
THURSTON COUNTY, WASHINGTON

[Signature]
John Hutchings, Chair

[Signature]
Gary Edwards, Vice Chair

[Signature]
Tye Menser, Commissioner

Address: 2000 Lakeridge Dr. SW
Olympia, WA. 98502

ATTEST:

APPROVED AS TO FORM:
JON TUNHEIM
PROSECUTING ATTORNEY

[Signature]
Clerk of the Board

By: _____
Deputy Prosecuting Attorney

STATE OF WASHINGTON)

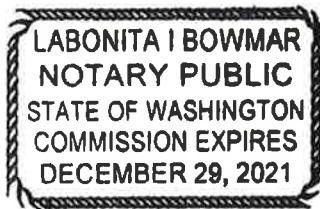
) ss.

COUNTY OF THURSTON)

On this 26 day of November 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Commissioners, to me known to be the Board of Thurston County, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he/she is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

[Signature]



Signature

Print Name: Labonita I. Bowmar
NOTARY PUBLIC in and for the State of
Washington, residing at Thurston County
My commission expires 12-29-21

CITY OF LACEY, WASHINGTON

By: _____
Title: Scott Spence, City Manager
Address: P.O. Box 3400
Lacey, Washington 89509

ATTEST:

Peri Edmonds

~~Carol Litten, City Clerk~~
Peri Edmonds

APPROVED AS TO FORM:

David Schneider

David Schneider, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On this 6th day of December 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Scott Spence, to me known to be the City Manager of Lacey, Washington, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he/she is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

Elissa Fontaine



Signature

Print Name: Elissa Fontaine
NOTARY PUBLIC in and for the State of
Washington, residing at Thurston County
My commission expires 10/17/22

CITY OF OLYMPIA, WASHINGTON

By: _____
 Title: Steven J. Burney, Interim City Manager
 Address: P.O. Box 1967
Olympia WA 98507-1967

ATTEST:

 Debbie Sullivan, City Clerk

APPROVED AS TO FORM:


 Mark Barber, City Attorney

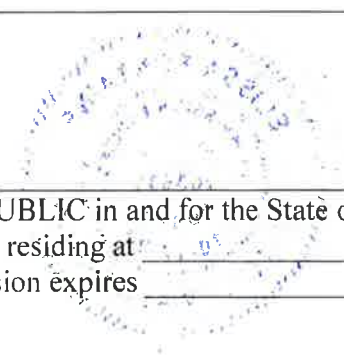
STATE OF WASHINGTON)
) ss.
 COUNTY OF THURSTON)

On this ____ day of _____ 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Steven R. Hall, to me known to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

Signature _____

Print Name: _____
 NOTARY PUBLIC in and for the State of
 Washington, residing at _____
 My commission expires _____



**EXHIBIT A - 1
TO PROFESSIONAL SERVICES AGREEMENT FOR
CONSULTING SERVICES**

**THURSTON COUNTY, CITIES OF LACEY, OLYMPIA,
AND TUMWATER
CABLE FRANCHISE RENEWAL PROJECT
SCOPE OF WORK AND BUDGET**

Work Responsibilities

The services provided for this project will be managed by Ken Fellman of Kissinger & Fellman. He will be assisted by Brandon Dittman. Both Ken and Brandon will be involved in drafting, meetings, negotiations and presentations. Financial review and technical system review aspects will be contracted by Kissinger & Fellman to other firms that we have worked with in the past. We are recommending Front Range Consulting, Inc. for the financial work (they did the last financial review for us), and CBG Consulting, Inc. for the technical cable system review work (the firm that did the work for us the last time no longer provides these services).

Work Plan/Timeline/Budget

In many respects, the time it takes to negotiate these new franchises will depend in large part upon whether we receive reasonable cooperation from Comcast. The outline below is based upon a start date in April. Depending upon when we actually begin, the time frame will be adjusted one way or the other. Based upon our preliminary discussions with the County, we suggest the following work plan schedule and budget:

Phase I – Analysis of Existing Local Regulatory Framework, and Compliance Evaluation

(a) *April–May, 2018* – Review ordinances (cable, rights of way, telecom, as appropriate), customer service standards, franchise agreements and other relevant information from each Jurisdiction.

Ken Fellman 2 – 4 hours	\$580 – 1,160
Brandon Dittman 2 – 4 hours	\$350 – \$700

(b) *April–June, 2018*– Conduct financial review of Comcast’s obligations to each Jurisdiction for 2015 through 2017 (with possibility to add additional years if initial review warrants); conduct technical review of cable systems in each jurisdiction to determine compliance with FCC standards and safety codes.

Financial/franchise fee review. Front Range Consulting, Inc. (“FRC”) will provide Kissinger & Fellman financial consulting related to a review of the current gross revenue language in the Franchise Agreement and the calculations employed by Comcast to determine the required franchise fee payments to each jurisdiction. Unlike the franchise

fee review completed in 2007, the vast majority of subscribers are now purchasing a bundled package containing video and non-video services. As only the video portion of the bundled package can be assessed a franchise fee, a franchise fee review needs to investigate the methodology used by Comcast to apportion bundled offerings between video and non-video services. In many cases, each franchise area can contain a hundred or so different bundled package offerings that need to be reviewed to ensure that the video allocation is just and reasonable under the Franchise Agreements and generally accepted industry practices. In addition to the review of the bundled packages, FRC will review the methodology used by Comcast to allocate and assign non-subscriber revenues to each jurisdiction's franchise area for revenues such as advertising sales and home shopping commissions. FRC understands that the review period anticipated will be 2015 through 2017. FRC proposes to separate the review into two parts. The first part will be an initial review of all billing records and internal analyses prepared by Comcast supporting the gross revenue calculations for the review period including a detailed review of the bundled package offerings for each of the jurisdictions. This review will also include annexation activities impacting each jurisdiction. FRC will include in this part of the review, a current listing of all serviceable addresses assigned to each of the jurisdiction's franchise areas. FRC will work with the jurisdiction's individual GIS departments to review any differences between what Comcast uses and the jurisdiction's official records.

A potential, but not initially contracted part of the financial review services will be additional investigations and/or settlement discussions with Comcast, as directed and authorized by Kissinger & Fellman, after written approval of the jurisdictions. Typically, under this two-tiered approach, there are very limited additional investigations necessary based on the initial results and only assistance in determining a settlement of the issues identified in the initial results. As FRC did previously, FRC will prepare one Initial Report addressing each of the jurisdiction's reviews. FRC anticipates that Comcast will require FRC to sign a confidentiality agreement for FRC to gain access to internal accounting records. The confidentiality agreements signed by FRC in the past have included a provision that requires Comcast to review the draft of the Initial Report to include redactions to the draft for numerical data that Comcast asserts is confidential. FRC does not allow Comcast to edit or change any of the conclusions or narrative descriptions but only to suggest numerical redactions.

Professional Fees for Financial Review. FRC proposes a fixed fee to the first part of the review of each of the jurisdictions' franchise fee payments for the review period of \$35,000 in total. This is a discount because of a combined report for all jurisdictions and the number of jurisdictions involved. This fixed fee for this part of the financial review will be billed to Kissinger & Fellman at one-half of the fixed fee when authorized to proceed and the balance upon delivery of the draft final report. If one or more of the jurisdictions requests the additional financial services as described in the potential second part of the financial project, such work will be charged monthly, if authorized by Kissinger & Fellman, at an hourly rate of \$175 per hour, and again, only after written authorization of one or more

of the jurisdictions. Only those jurisdictions that authorize such additional work shall be responsible for the payment for the additional work.

Technical/Cable System Evaluation. We are attaching and incorporating into this Scope of Work the proposal we received from CBG Communications, Inc. It provides detail on the work proposed, the basis for it, and the background on the principals that will be involved. The cost of this proposed work is a fixed fee of \$36,000.

(c) *June 2018* – Discuss results of compliance review, status of federal actions and impact on local franchising authority with Jurisdictions. Decide on whether issues identified in financial and technical evaluation need to be addressed prior to or in conjunction with franchise negotiations. Conduct joint public meeting with representatives from all jurisdictions to address results of compliance review and consider input from the general public on the provision of cable services and the future cable-related needs of the communities.

Ken Fellman	10 – 14 hours	\$2,900–4,060
Brandon Dittman	5 – 8 hours	\$875 – 1,400

Phase II -- Draft Franchise Agreement/ Franchise Negotiations and Adoption

(a) *May – June, 2018* – Draft franchise agreement and present to Jurisdictions for review and comment. Obtain feedback and finalize draft.

The fees for drafting the franchise involve Kissinger & Fellman working with Staff on its form and content, coordinating input from the other consultants and finalizing the document.

Ken Fellman	15 – 20 hours	\$4,350 – 5,800
Brandon Dittman	15 – 20 hours	\$2,625 – 3,500

(b) *June, 2018 – December, 2018* – Negotiate franchise renewal agreement and follow through adoption by elected bodies in each Jurisdiction.

Franchise Negotiation and Adoption. Negotiate franchise renewal agreement and follow through adoption by elected bodies in each Jurisdiction.

Ken Fellman	25 – 50 hours	\$7,250 – 14,500
Brandon Dittman	15 – 30 hours	\$2,625 – 5,250

Budget Totals:

Legal	\$21,555-36,370
Financial	\$35,000
Technical	\$36,000

TOTAL: \$92,555 – 107,370



Philadelphia Office: 73 Chestnut Road, Suite 301, Paoli, PA 19301 P/ (610) 889-7470 F/ (610) 889-7475

St. Paul Office: 1597 Race Street, St. Paul, MN 55102 P/ (651) 340-5300 F/ (651) 340-5820

www.cbgcommunications.com

**Proposal to Perform a
Technical Review/Evaluation of the
Comcast System Serving
Thurston County, WA.**

Submitted by:

**CBG Communications, Inc.
1597 Race Street
St. Paul, MN 55102
(651) 340-5300**

Dick Nielsen, Senior Engineer
Thomas Robinson, President

INTRODUCTION

CBG Communications, Inc (CBG) appreciates the opportunity to provide this Proposal to perform a Technical Review and Audit of the cable television system serving Thurston County, Washington ("County") and its incorporated municipalities Olympia, Tumwater, Lacey ("Municipalities"). CBG has a national reputation in local government cable television technical reviews and audits, needs assessments and regulatory consulting.

CBG has explained below a few of the many services that we provide that we believe will meet the County's and Municipalities' needs and goals as well as other services that provide us with additional expertise and experience that will be beneficial to the project. After performing the tasks described herein, CBG will issue a report spelling out findings and recommendations which can be used both for determining compliance with the existing franchise and determining beneficial provisions to be included in any renewed franchise.

Given our breadth of experience and our successful work in the region, including work in Seattle, King County, Pierce County, Vancouver and Clark County, multiple Washington municipalities and for the State of Washington, and across the country, we believe CBG is eminently qualified to provide the Technical Review and Audit consulting services desired by the County and Municipalities.

TECHNICAL REVIEW APPROACH

Overall Methodology

CBG understands that the County and Municipalities are interested in the performance of a technical review and audit of the Comcast cable TV system serving the County. To this end, CBG is providing the following scope of services for the County's and Municipalities' review. CBG will work with the County and Municipalities to define the project in a manner that best meets your needs.

Specifically, a Technical Review and Audit of the Comcast system will be performed by Mr. Nielsen, with support from Mr. Robinson. The Technical Evaluation will encompass a paper review, complaints review, discussions with County and Municipal staff, electronic performance review, and physical infrastructure review, thus giving a comprehensive assessment of the system's capabilities, physical condition and technical performance.

Specifically, the following Tasks will be performed by CBG:

- 1. Request for Certain Operational Information** - CBG will begin by reviewing and evaluating the system to determine its strengths and weaknesses by developing a Request for Information (RFI) seeking a written response from Comcast. We will then engage in discussions with their engineering and technical staffs, in order to gain an understanding of, for example, the system's current design, age, condition, system capacity, functionality, cascade length, homes per node, and headend/hub(s). As part of

the RFI effort, CBG will request and review as-built and other system maps from Comcast to determine whether the systems have been built within specifications.

This RFI will also ask for outage logs, technical complaint logs, maintenance and repair records and Cumulative Leakage Index (CLI) documentation as well as documents describing various other facets of the system. CBG will then meet with Comcast's engineering and technical staffs, in person and/or by conference call, as needed to clarify its initial findings.

CBG will review the documents provided by Comcast and create a summary of these findings in the Final Report.

2. System Maintenance/Reliability – CBG will review both service call logs as well as outage logs for the system to determine the level of problems within the system. CBG will then use this background information during our site visits to further understand technical issues that may be affecting subscribers. This will also include feedback that we may have gleaned from the meetings with County and Municipal staff. An example of this would be specific channels that are frequently mentioned as being problematic. It will also include review of the technical quality complaints being received by the County and Municipalities.

3. Inspection of Physical Plant - CBG will utilize the information gleaned from the above tasks and work with the County to plan and refine the overall Technical Review and Audit process including the sampling methodology to determine safety code compliance of the cable plant such as fiber optic and coaxial transmission systems, subscriber installations or drops and the central control equipment in the headend and hub(s). The Inspection of these systems will encompass a representative system drive-out and review of specific areas of concern to the County and Municipalities to determine the overall condition of the system from a safety, functionality and aesthetic standpoint. CBG will determine the level of compliance with the Franchise, other pertinent local codes and regulations, the National Electrical Code (NEC) and the National Electrical Safety Code (NESC) as well as good engineering practices. **It will be very important to ensure that any problems found with the system is corrected prior to the Franchise being renewed and that projected problems are dealt with based upon an agreed upon maintenance and remediation program.**

Based on discussions with the County and Municipalities, CBG will perform a ride-out independently, or with County and Municipal staff, to look at physical plant characteristics. This inspection will include the cable distribution plant comprised of the fiber optic, trunk and feeder systems, coaxial cable drops to the subscribers' residences and the headend and hubs that serve the County. The outside plant inspection will include aerial plant inspection for issues such as clearance of the cable TV plant from the ground and other utilities, and attachments at poles and buildings including the drops to homes and businesses. Both underground and aerial plants will be inspected for proper grounding and bonding of the cable TV distribution systems and subscriber's drops as well as other potential problems or violations, including right-of-way restoration issues.

CBG performs the system drive out using a random sample chosen using a statistically valid methodology. Specifically, CBG will work with the County to develop a list or spreadsheet of all addresses in the County and Municipalities and then randomly select 200 addresses based on this list. For example, if the address list has 100,000 addresses, we will inspect the plant and drop, where accessible, at every 500th address on the list for a total of 200 locations. This will allow CBG to extrapolate, in a statistically valid manner, the level of violations, issues and concerns throughout the County (with a margin of error of less than $\pm 6.9\%$ with a 95% confidence level).

CBG will then report both the actual numbers of violations found and the statistically valid projection, such that not only the observed violations but also the other violations projected throughout the County can be properly remedied.

4. Facility Reviews -The headend and a sampling of pertinent hub(s) will be inspected for proper grounding and bonding, fire suppression system(s), back-up powering, status monitoring equipment and Emergency Alert System (EAS) implementation as well as the overall age and condition of equipment being utilized throughout the headend and hub(s).

CBG will develop a list of violations of codes and cite the code that applies to the infraction. This will be incorporated into the final report with a discussion in the Report detailing the overall level of compliance with pertinent codes.

5. Testing of Cable Plant and FCC Compliance Review - CBG will work with Comcast to determine the level of compliance with §47CFR76.640. This is a set of standards that is in place whereby cable TV operators must comply with specifications for **digitally** transmitted channels. The Standard does not provide for a frequency of testing or documentation process, as was required of the analog based specifications in previously performed Proof of Performance testing (on analog based channels), but it does require the system to meet the Standards. We will work with Comcast to include this testing in the "over the shoulder" testing described below.

This will provide CBG with a baseline understanding of whether the system is performing within its designed parameters and what may be causing signal quality complaints.

We will then perform on-site "over-the-shoulder" objective testing in the field at a minimum of five test locations within the system that are representative of the system's technical performance in the Municipalities and the unincorporated County, and also targets specific areas that may be identified based on a high level of signal quality complaints. Over-the-shoulder testing means we oversee testing being performed by the operator's staff while utilizing their test equipment. This allows us to evaluate whether proper test methodologies and equipment are being utilized by the provider and then alleviates potential disagreements concerning the results found during testing, once the methodologies and equipment are certified as appropriate and accurate. In addition to

this testing, CBG can perform subjective viewing of subscriber system channels for quality characteristics.

6. **Written Report** - CBG will develop a detailed report that indicates all findings from the above evaluation processes and that thoroughly assess the current condition of each system. Comparisons would be made between our onsite findings and the information initially received from Comcast. We would then make appropriate recommendations, to bring the system into technical compliance with pertinent rules and regulations, and also develop recommendations regarding future system requirements. CBG will then work with the County and Municipalities to take the technical review findings and turn them into realistic requirements, objectives and strategies with respect to the franchise renewal process with each provider.

PROJECT TIMELINE

We are prepared to start this project with RFI development, transmittal and information receipt and review in February/March and then complete the inspection audit, testing and reporting by the end of May, 2018. This schedule depends on the cooperation of the provider. It is critical that we work with the County and Municipalities to develop a work plan upfront that meets franchise renewal needs.

PROJECT COST

CBG will complete the Cable System Technical Review and Audit for the cost as shown below. The Scope and associated cost can be refined as needed to meet the County's and Municipalities' budgetary requirements.

SYSTEM TECHNICAL REVIEW/AUDIT PROJECT (TASK ITEMS 1 THROUGH 6)	
Scope Tasks	Cost
Scope Items 1 through 6	\$32,000
Project Expenses	\$4,200
Project Total	\$36,000

Personnel Hourly Professional Services Rates

The hourly rates for the personnel that will be involved in the Technical Review are as follows:

Tom Robinson (TR), Principal Consultant - \$175.00
Dick Nielsen (DN), Senior Engineer - \$175.00
Krystene Rivers (KR), Research Associate - \$50.00

CONCLUSION

CBG appreciates the opportunity to provide Thurston County, WA and the Cities of Olympia, Tumwater, Lacey with this Proposal for Technical Review and Audit Consulting Services. We have the requisite expertise and regional and national experience to competently, efficiently and expeditiously provide the services and results the County and Municipalities require related to this Project.

SUPPLEMENTAL INFORMATION

RELATED EXPERTISE AND EXPERIENCE

CBG has the requisite experience in a wide range of other cable television, broadband, telecommunications, technical and technology subject areas to effectively assist the County and Municipalities in its cable television and telecommunications-related processes. Specific expertise includes:

Cable Television

CBG provides a wide range of services regarding cable television-related matters beyond system technical audits including, but not limited to, those listed below. CBG has successfully provided and continues to provide, these services to many local governments across the country:

Institutional Network (I-Net) Development, Evaluation and Valuation - Ascertainment of I-Net needs, organizational video, voice and data communications applications, potential system architectures, audit, evaluation and valuation of current I-Net, etc.

Community Needs Assessment - Surveys of subscribers and non-subscribers, review of organizational needs, facilitation of focus groups, public forums and workshops, development of web-based surveys and forums, etc.

PEG (Public, Educational, and Governmental) Access Analysis - Ascertainment of PEG channel needs, including facilities and equipment, transport formats and technologies, subscriber network channel capacity, training and facilitation services, access group organization, content development, etc.

Franchise-Related Cable Regulatory Processes - Assistance with past performance and franchise compliance reviews, franchise administration and management, franchise development and both the formal and informal renewal processes, competitive cable system franchising, evaluation of cable operator proposals and qualifications, assistance in franchise and ordinance drafting, development of Request for Renewal Proposals (RFRPs), assistance in franchise negotiations, etc.

CBG Principals' Biographies

The skills and qualifications for the CBG Principals are set forth below.

Richard R. Nielsen

Richard R. (Dick) Nielsen is CBG Communications, Inc.'s Senior Engineer and is based out of the Saint Paul, Minnesota office. Mr. Nielsen would perform much of the on-site portion of the project including field work, initial and follow-up work with cable company engineers as well as report writing, code enforcement recommendations, and statistical projections.

Mr. Nielsen works as lead technical staff for CBG. His work includes cable, broadband and telecommunications system inspection design, application, development and review, cable television system performance audits, underground and aerial construction planning review and analysis, wireless and wireline data communication system and equipment planning, institutional network design, application development and performance review, as well as review and analysis of other technical issues.

Mr. Nielsen has performed system infrastructure inspections and performance audits in cities and counties across the country. Mr. Nielsen's findings are used to develop remediation plans by cable operators to bring systems more in line with pertinent safety Codes. A notable result is in Philadelphia where his inspection of 250 randomly selected addresses found 142 violations which projected to more than 250,000 violations Citywide. As a result of the findings in Philadelphia, Comcast agreed to a multi-million dollar remediation project as required by the City.

Prior to Mr. Nielsen joining CBG, he spent 19 years with AT&T Broadband and its predecessor companies. The last four were spent as the Institutional Network Manager. While managing, he was involved in a wide range of activities, including maintenance of institutional networks ("I-Net") representing over 20 franchise areas and over 1000 miles of coaxial, HFC and fiber optic plant, supervision of construction activities, designing new and upgrading existing I-Nets, budgeting for new and updated I-Nets, and activation of fiber optic nodes, power supplies, amplifiers, pilot generators and status monitoring systems. Mr. Nielsen regularly represented AT&T Broadband at various meetings relating to I-Net issues. He also worked closely with consultants in evaluating and designing upgrades to existing I-Nets.

For the 8 years prior to being I-Net Manager, Mr. Nielsen was the Technical Supervisor. He supervised 35 Maintenance Technicians and Service Technicians, implemented a plan to bring service levels up to NCTA and FCC standards, and was in charge of reporting all engineering and technical data for national reporting FCC testing and reporting and public files for CLI and Proof of Performance. Additionally, Mr. Nielsen spent 4 years as a Headend Technician and was involved in designing, wiring and maintaining headends,

hubs and antennas. He was on call 24 hours a day for problems related to headends. Mr. Nielsen's first 3 years were spent as a Maintenance Technician. He was responsible for maintaining HSN and I-Net plants, field testing of FCC CLI and Proof of Performance requirements as well as working on call (24/7) for outages and problems.

Mr. Nielsen began his career as a technician and installer for Best Vision SMATV and Muller Prybell. Formal education was received at Dakota County Technical College in its Cable Television Degree Program.

Thomas G. Robinson

Thomas G. Robinson is President and Owner of CBG Communications, Inc. and is based in both the New York metropolitan area and Philadelphia, Pennsylvania offices. Mr. Robinson will oversee the project while bringing his technical expertise and operational analysis experience to the project related to evaluating the findings and making recommendations concerning any corrections and modifications needed to the existing system, and any future evolution of the system needed to provide state of the art cable communications going forward.

Mr. Robinson has worked with local governments all across the country on a variety of cable, broadband, telecommunications and ROW management projects, including: technical review; infrastructure issues; franchise monitoring, management, administration and compliance; needs assessment; wireless networking; broadband and telecommunications planning and policy development; institutional networks; Public, Educational and Governmental (PEG) access issues; competitive communications system reviews; cable television franchise renewals; ROW management regulations and ordinances, regulatory agreements and other matters. He is a frequent speaker at local government, telecommunications and technical conferences. Mr. Robinson has written numerous columns for *Communications Engineering & Design (CED)* magazine.

Prior to joining CBG, Mr. Robinson was, for seven years, Director of Technology Development for River Oaks Communications Corporation, where he worked with numerous local government clients on telecommunications and cable television projects. Mr. Robinson also served for 10 years as Chief of the Cable Regulatory Division of the Department of Consumer Affairs for Fairfax County, Virginia. While there, he was involved in a host of activities related to oversight of one of the nation's largest cable systems, including development, implementation and oversight of a comprehensive cable television system inspection and audit program. Prior to his work in Fairfax, Mr. Robinson was with Magnavox CATV Systems, Inc. (now part of Arris), where he worked first as a system designer and then in product management. While at Magnavox, he helped develop and market new amplification systems and products that paved the way toward today's high capacity cable systems.

Mr. Robinson began his career as an announcer, program director and operations engineer in radio and television at several radio stations in the Baltimore/Washington

area and at the public broadcasting television and radio stations (WCNY-TV/FM) in Syracuse, New York.

He holds an M.S. in Telecommunications/Film from Syracuse University's S.I. Newhouse School of Public Communications and a B.A. in Mass Communications from Towson University where he graduated *Summa Cum Laude*.

REFERENCES

Kellie Lute, Manager

Clackamas County Cable Communications
2051 Kaen Road
Oregon City, Oregon 97045
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** Additional references can be provided upon request.*

**Interlocal Agreement for Consulting Services
Exhibit B**

Comcast Franchise Renewal
March 12, 2018

Percentage Distribution of Cost Estimates based on Number Comcast Subscribers

As of 1/23/18 per Comcast:

Entity	Subscribers	Percentage Share
Thurston County	28,300	46.17%
Lacey, City of	11,700	19.09%
Olympia, City of	14,800	24.14%
Tumwater, City of	6,500	10.60%
Totals	62,800	100.00%

Breakout of Contract Components:

Legal Services	\$ 36,370
Technical Services	\$36,000
Financial Services	\$35,000
Estimate Total	\$107,370