

**THIRD AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT FOR
TELECOMMUNICATIONS SERVICES**

This **THIRD AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT FOR FIBER OPTIC SYSTEM DESIGN AND CONSTRUCTION SERVICES** (the "Third Amendment") is made and entered into this 3rd day of July, 2024, by and between the Petrichor Broadband, LLC, a Washington limited liability company ("PETRICHOR"), and Lincoln County, a Washington municipal corporation (the "COUNTY"), collectively referenced herein as the "Parties."

WHEREAS, the COUNTY and PETRICHOR entered into an Interlocal Cooperation Agreement for Telecommunication Services dated October, 11, 2023 (the "Interlocal");

WHEREAS, from time-to-time PETRICHOR will need to subcontract for performance of certain services to be provided to the COUNTY under the Interlocal including, but not limited to, "one-call" location services; and

WHEREAS, PETRICHOR and the COUNTY desire to amend the Interlocal to allow PETRICHOR to subcontract services under the Interlocal without the COUNTY's prior written consent.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

1. A new Paragraph 10. Subcontracting is added to the Interlocal reading as follows:

10. Subcontracting: PETRICHOR is authorized to subcontract performance of the services hereunder without the COUNTY's prior written consent; however, PETRICHOR shall remain primarily responsible to the COUNTY for performance of any such subcontracted services.

10.1 Limitation of Liability for USIC "One-Call" Location Services. Without limiting the generality of the foregoing, PETRICHOR is specifically authorized to subcontract "one-call" location services with USIC Locating Services, LLC ("USIC") on those terms and condition generally in conformance with the Subcontract for Third Party Facility Locating and Marking Services attached hereto as Exhibit A (the "Subcontract"). The COUNTY has reviewed the Subcontract including, but not limited to, the Limitation of Liability and Indemnification provisions in Paragraph 7 and the COUNTY agrees that PETRICHOR's liability to the COUNTY for services subcontracted by PETRICHOR to USIC shall be limited to the same extent as USIC's liability is limited to PETRICHOR under the Subcontract. The COUNTY's ability to recover damages from PETRICHOR related to or arising out of any services provided by USIC shall be limited solely and exclusively to the damages PETRICHOR is able to recover from USIC for the same.

2. All other terms and conditions of the Interlocal remain the same.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment on the day and year set forth above.

[signatures on subsequent page]

PETRICHOR BROADBAND, LLC

Kara J Riebold

Name: Kara Riebold

Title: Executive Director

LINCOLN COUNTY

Name: Steve M. Hestell

Title: Lincoln County Commissioner