

AMENDMENT NO. 1
MUNICIPAL SERVICES CONTRACT WITH
THURSTON COMMUNITY TELEVISION FOR PUBLIC, EDUCATION AND GOVERNMENT
(PEG) TELEVISION PRODUCTION AND STUDIO MAINTENANCE, OPERATION AND
ADMINISTRATIVE SERVICES

THIS AMENDMENT is effective as of the date of the last authorizing signature affixed hereto by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (the “City”), and Thurston Community Television, a Washington non-profit corporation, doing business as Thurston Community Media (“TCM”) (“Agency”).

RECITALS

1. On January 5, 2022, the City and the Contractor entered into a Municipal Services Contract for Public, Education and Government (PEG) Television Production and Studio Maintenance, Operation and Administrative Services. (“Agreement”).
2. The term of the Agreement was to run until December 31, 2022, with compensation not to exceed One Hundred Ninety-Nine Thousand Two Hundred Eighty-Nine Dollars and no cents (\$199,289).
3. The Agreement also provided that its terms could be “extended for additional periods of time upon the mutual written agreement” of the City and the Contractor, and that modification of its terms need to be in writing and signed by both parties.
4. The City and the Contractor desire to amend the Agreement to increase compensation and extend the term until March 31, 2023.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 3 of the Agreement, TERM, is hereby amended to read as follows:

The term of this Contract and the performance of the Agency commences as of the effective date and ends no later than ~~December 31, 2022~~ March 31, 2023.

2. Section 4A of the Agreement, COMPENSATION AND METHOD OF PAYMENT, is hereby amended to read as follows:

- A. City shall make payments for services on a reimbursement basis unless otherwise permitted by law and approved in writing by City. Agency shall

submit final invoices, along with any required reports to City prior to ~~December 31, 2022~~, March 31, 2023, to avoid loss of funding.

3. Section 4C of the Agreement, COMPENSATION AND METHOD OF PAYMENT, is hereby amended to read as follows:
 - C. City shall reimburse Agency for services performed under this Contract in an amount not to exceed ~~One Hundred Ninety Nine Thousand Two Hundred Eighty Nine Dollars and no cents~~ Two Hundred Forty Three Thousand, Six Hundred and Five Dollars and no cents (\$199,289\$243,605) payable within thirty (30) days of receipt of a properly completed invoice as set forth in this section and as follows: An amount not to exceed ~~\$169,289~~\$213,305 for operations; and an amount not to exceed ~~\$30,000~~\$30,300 for purchase, lease, repair, and maintenance of equipment or other capital items.
4. All remaining provisions of the Municipal Services Contract for Public, Education and Government (PEG) Television Production and Studio Maintenance, Operation and Administrative Services dated January 5, 2022, and not here amended or supplemented shall remain as written in said Agreement and shall continue in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have executed this **Amendment No. 1** of the Agreement as of the date and year written above.

THURSTON COMMUNITY MEDIA

CITY OF OLYMPIA

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Date Signed: 12/06/2022

Date Signed: _____

APPROVED AS TO FORM:

[Signature]
Deputy City Attorney