

Thurston 911 Communications
2703 Pacific Ave Suite A
Olympia, WA 98501

Intercity Transit
526 Pattison Street
Olympia, WA 98503

**FIRST AMENDMENT
TO
COMMUNICATIONS SITE LEASE AGREEMENT
INTERCITY TRANSIT**

This First Amendment ("Amendment") to **COMMUNICATIONS SITE LEASE AGREEMENT** is made and entered into by and between Thurston 911 Communications ("TCOMM911"), formerly known as Thurston County Department of Communications ("CAPCOM"), and Intercity Transit ("IT") and is dated as of April 24, 2019.

RECITALS

- A. TCOMM911 and IT (collectively the "Parties") entered into the, **COMMUNICATIONS SITE LEASE AGREEMENT** for: Equipment floor space and radio tower space at the TCOMM911 Crawford Mountain radio tower site; radio tower space at the TCOMM911 ESC radio tower site; and one connecting T1 telecommunications circuit; dated effective as of May 18, 2006 ("Agreement").
- B. The Parties have not previously amended the Agreement.
- C. The amendment set forth herein is within the scope of the Agreement.
- D. The Parties now desire to amend the Agreement as set forth herein.

AGREEMENT


NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Agreement as follows:

- 1. **TERM.** The current "Extension Term" set to expire in May, 2021 will be extended till December 31, 2021, unless terminated under the terms of the Communications Site Lease Agreement, or this Amendment thereto.
- 2. **MONTHLY CHARGES.** During the remaining years of the current Extension Term (2019, 2020, 2021) no additional charges will be owed by the Lessee for services as written in the Agreement's Scope of Lease.
- 3. **TERMINATION.** Either party may terminate the Agreement upon one year's written notice, provided lessor may not terminate the Agreement such that the effective date of termination is earlier than December 31, 2021. In the event that the Agreement is terminated by the Lessee, no portion of any payment previously made under the Agreement shall be owed, refunded or returned to the Lessee.
- 4. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Agreement is unaffected and remains in full force and effect.

5. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Agreement or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
6. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

EXECUTED AND EFFECTIVE as of the day and date first above written.

INTERCITY TRANSIT

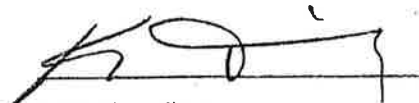
By: 

Name: Ann Freeman-Manzanares

Title: General Manager

Date: April 24, 2019

THURSTON 911 COMMUNICATIONS

By: 

Name: Keith Flewelling

Title: Executive Director

Date: April 24, 2019

Patricia Messmer

From: Ann Freeman Manzanares
Sent: Saturday, May 4, 2019 6:03 AM
To: Patricia Messmer
Subject: FW: Thurston 911 Contract Amendment
Attachments: IT Contract Amendment.pdf

We should have the contract for the radio lease in our main contract file. Note that they used to operate under a different name (T-Comm). Would you update the name on the file, perhaps with the old name in parenthesis, so we can find it :) Thank you Pat. Please let me know if you have any questions.

From: Ann Freeman Manzanares
Sent: Saturday, May 4, 2019 5:50 AM
To: Suzanne Coit <SCoit@intercitytransit.com>; Steve Krueger <skrueger@intercitytransit.com>; Jeff Peterson <JPeterson@intercitytransit.com>; Eric Phillips (EPhillips@intercitytransit.com) <EPhillips@intercitytransit.com>; Emily Bergkamp <EBergkamp@intercitytransit.com>
Subject: Thurston 911 Contract Amendment

Attached is the fully-executed contract amendment with Thurston 911 for our radio tower lease. The amendment is through December 31, 2021. They should not charge, and we should not pay, for the radio tower lease through that time period. I am hoping we are the pleased new owners of a fantastic communications and CAD/AVL system by then. Let's keep this on our radar if we need to renegotiate.

If you have questions, please stop by or give me a call.

Ann