

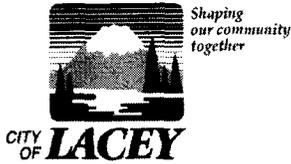


GENERAL GOVERNMENT & PUBLIC SAFETY COMMITTEE
NOVEMBER 15, 2013
8:00 – 9:00 A.M.
COUNCIL CHAMBERS

1. **NORTH THURSTON CITIZENS FOR SCHOOLS - NTPS BOND MEASURE**
GRAEME SACKRISON
(ATTACHMENT)

2. **AMENDMENT TO PAWNBROKER ORDINANCE**
LIEUTENANT PHIL COMSTOCK, LACEY POLICE DEPARTMENT
(ATTACHMENT)

4. **TCTV OPERATING AGREEMENT RENEWAL**
LIZ GOTELLI, PUBLIC AFFAIRS & HUMAN RESOURCES DIRECTOR
(ATTACHMENT)



City of Lacey
420 College St
Lacey, WA 98503
360.438-2620

APPLICATION REQUESTING COUNCIL ACTION ON A RESOLUTION

Requests for Council to pass a Resolution must be submitted four weeks prior to the requested Council Meeting date. The City Council meets the 2nd & 4th Thursday from January through October; and the 1st & 3rd Thursday during November and December.

PURPOSE OF RESOLUTION:

Lacey City Council support for North Thurston Public Schools Resolution 872, "Neighborhood School Improvements and Safety & Technology Upgrades bond measure. Fact sheet attached. Signed resolution will be delivered to City on October 23rd.

ACTION REQUESTED:

In support of NTPS bond measure In opposition of _____

INDIVIDUAL, AGENCY, OR ORGANIZATION MAKING THE REQUEST:

North Thurston Citizens for Schools (contact Graeme Sackrison)
Name
PO Box 5903
Address
Lacey, WA 98509
Phone

COUNCIL MEETING DATE REQUESTED: November 15, 2013

Attach supporting documentation, materials, and other pertinent information relative to the action requested of the City Council, and mail to the Lacey City Council, 420 College Street SE, Lacey, WA 98503; or drop off at Lacey City Hall, 420 College Street SE, City Council counter.

For Office Use Only:

Date Request Received 10-14-13
Date of General Government Committee 11-15-13
Applicant Notified of Committee decision on _____
Forwarded to Council for action on _____

Important Facts

2014 NTPS Neighborhood School Improvements and Safety & Technology Upgrades Bond Measure

- On October 22nd, the School Board is scheduled to vote on a \$175 million district-wide **Neighborhood School Improvements and Safety & Technology Upgrades** bond measure for the February 11, 2014 special election.
- The last bond measure was approved in 2006 and included six major building projects and funding for maintenance and repairs district-wide. All projects were completed **on time and on budget!**
- In addition to much-needed **safety, security and technology upgrades at all schools**, this measure would help preserve all our buildings with basic safety and health upgrades, including repairs and replacement of roofs, HVAC systems, lighting, water systems and more district-wide.
- Several **major renovation projects** on older schools would include North Thurston High School, Pleasant Glade Elementary and Evergreen Forest Elementary. Komachin Middle School and River Ridge High School would also see building improvements made.
- To help accommodate growth district-wide, a **new middle school** will be part of the bond package. It would be built near the Hawks Prairie area and accommodate 6-8 grades. Once complete, this transition of our middle schools will **free up classrooms and space district-wide** as we move all 6th graders to middle school.
- More information about the bond will be available soon, including architectural drawings and meetings for more specifics for all schools. Everyone benefits!

North Thurston Citizens for Schools

PO Box 5903

Lacey, WA 98509

Co-Chairs: Ruth Weigelt, Mike Reid and Graeme Sackrison

NORTH THURSTON PUBLIC SCHOOLS
THURSTON COUNTY, WASHINGTON

GENERAL OBLIGATION BONDS

RESOLUTION NO. 872

- A RESOLUTION of the Board of Directors of North Thurston Public Schools, Thurston County, Washington, providing for the form of the ballot proposition and specifying certain other details concerning submission to the qualified electors of the District at a special election to be held therein on February 11, 2014, of a proposition for the issuance of its general obligation bonds in the aggregate principal amount of \$175,000,000, or so much thereof as may be issued under the laws governing the indebtedness of school districts for the purpose of providing funds to construct, equip, renovate and make certain capital improvements to the facilities of the District and authorizing the Superintendent to submit a request for eligibility for the Washington State School District Credit Enhancement Program.

ADOPTED OCTOBER 22, 2013

PREPARED BY:
PACIFICA LAW GROUP LLP
Seattle, Washington

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¹ This Table of Contents is not a part of the following resolution.

RESOLUTION NO. 872

A RESOLUTION of the Board of Directors of North Thurston Public Schools, Thurston County, Washington, providing for the form of the ballot proposition and specifying certain other details concerning submission to the qualified electors of the District at a special election to be held therein on February 11, 2014, of a proposition for the issuance of its general obligation bonds in the aggregate principal amount of \$175,000,000, or so much thereof as may be issued under the laws governing the indebtedness of school districts for the purpose of providing funds to construct, equip, renovate and make certain capital improvements to the facilities of the District and authorizing the Superintendent to submit a request for eligibility for the Washington State School District Credit Enhancement Program.

WHEREAS, improvements to school facilities are needed in North Thurston Public Schools, Thurston County, Washington (the "District"), in order to provide the students of the District with adequate, proper and safe educational facilities by addressing operational and instructional deficiencies, and to expand student access and improve classroom technology District-wide; and

WHEREAS, in order to provide part of the funds to enable the District to construct, equip, renovate and make such necessary capital improvements to its facilities, it is deemed necessary and advisable that the District issue and sell its unlimited tax levy general obligation bonds in the principal amount of \$175,000,000 (the "Bonds"); and

WHEREAS, the Constitution and laws of the State of Washington (the "State") (including RCW 28A.530.010 and RCW 84.52.056) provide that the question of whether or not such Bonds may be issued and sold for such purposes and taxes levied to pay such Bonds must be submitted to the qualified electors of the District for their ratification or rejection; and

WHEREAS, in RCW ch. 39.98 (the "Credit Enhancement Act"), the State Legislature established a credit enhancement program (the "Program") for voter-approved school district

general obligation bonds; and

WHEREAS, Section 39.98.040 of the Credit Enhancement Act authorizes the State Treasurer to make a determination whether a school district is eligible for participation in the Program under rules adopted by the State Finance Committee; and

WHEREAS, if the proposition is approved, the District may elect to participate in the Program upon an administrative determination that it is cost-effective.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF NORTH THURSTON PUBLIC SCHOOLS, THURSTON COUNTY, WASHINGTON, as follows:

Section 1. Findings. The Board of Directors (the "Board") hereby finds and declares that the best interest of the students and other inhabitants of the District require the District to carry out the plans hereinafter provided at the time or times and in the order deemed most necessary and advisable by the Board.

Section 2. Capital Improvements. The District shall undertake the following capital improvements to District facilities (the "Improvements"):

- Upgrade or modernize Evergreen Forest and Pleasant Glade Elementary Schools, Komachin Middle School and River Ridge and North Thurston High Schools.
- Build a new middle school.
- Repair deteriorating roofs and structures at the following schools:
 - North Thurston High School;
 - River Ridge High School;
 - Komachin Middle School;
 - Evergreen Forest Elementary,

- Horizons Elementary;
 - Lakes Elementary;
 - Lacey Elementary;
 - Lydia Hawk Elementary;
 - Meadows Elementary;
 - Mountain View Elementary;
 - Olympic View Elementary;
 - Pleasant Glade Elementary; and
 - Seven Oaks Elementary.
- Expand student access to technology for all schools.
 - Enhance learning environments at the following schools:
 - North Thurston High School;
 - River Ridge High School;
 - South Sound High School;
 - Aspire Middle School;
 - Chinook Middle School;
 - Komachin Middle School;
 - Nisqually Middle School;
 - Evergreen Forest Elementary;
 - Horizons Elementary;
 - Lakes Elementary;
 - Lydia Hawk Elementary;
 - Meadows Elementary;

- Mountain View Elementary;
 - Olympic View Elementary;
 - Pleasant Glade Elementary; and
 - Seven Oaks Elementary.
- Make District-wide safety and security improvements, upgrading and installing:
 - Fire alarms and sprinklers;
 - Earthquake safety equipment;
 - Electrical equipment;
 - Plumbing and heating systems; and
 - Security cameras and alarm systems.

The cost of all necessary architectural, engineering, and other consulting services, inspection and testing, administrative and relocation expenses, on- and off-site utilities, site acquisition, related improvements and other costs incurred in connection with the making of the foregoing Improvements shall be deemed a part of the costs of such Improvements. Such Improvements shall be complete with all necessary furniture, equipment and appurtenances.

If available funds are sufficient from the proceeds of Bonds authorized for the above purposes, and state or local circumstances require, the District shall use such funds to pay the principal of or interest on the bonds or acquire, construct, equip and make other capital improvements to the facilities of the District, all as the Board may determine, after holding a public hearing thereon pursuant to RCW 28A.530.020.

The District shall determine the application of available moneys as between the various Improvements set forth above so as to accomplish, as nearly as may be, all of the Improvements described or provided for in this section. The District shall determine the exact extent and

specifications for construction of structures or other improvements.

If the Board shall determine that it has become impractical to accomplish any of such Improvements or portions thereof by reason of state or local circumstances, including changed conditions, incompatible development or costs substantially in excess of those estimated, the District shall not be required to accomplish such Improvements and may apply the Bond proceeds or any portion thereof to other portions of the Improvements, to other capital improvements, or to payment of principal of or interest on the Bonds, as the Board may determine after holding a public hearing thereon pursuant to RCW 28A.530.020.

In the event that the proceeds of sale of the Bonds, plus any other moneys of the District legally available, are insufficient to accomplish all of the Improvements provided by this section, the District shall use the available funds for paying the cost of those Improvements for which the Bonds were approved deemed by the Board most necessary and in the best interest of the District.

It is anticipated that the District may receive funds from the State of Washington pursuant to Chapter 28A.525 RCW in the estimated amount of \$50,000,000. The District intends to apply such state matching funds to the projects described in Section 2. The District may also use such funds to make other capital improvements to the facilities of the District as the Board may determine after holding a public hearing thereon pursuant to RCW 28A.530.020.

Section 3. Authorization of Bonds. For the purpose of providing part of the funds necessary to pay the cost of the Improvements described in Section 2 hereof and/or to reimburse the District for such costs to the extent that District funds have been used for such purposes, together with incidental costs and costs related to the sale and issuance of the Bonds, the District shall issue and sell its unlimited tax levy general obligation bonds in the principal amount of not to exceed \$175,000,000. The balance of the cost of such Improvements shall be paid out of any

moneys which the District now has or may later have on hand which are legally available for such purposes, including mitigation fees, and out of possible state or federal grants of money. None of the Bond proceeds shall be used for the replacement of equipment or for any other than a capital purpose. Such Bonds shall be issued in an amount not exceeding the amount approved by the qualified electors of the District as required by the Constitution and laws of the State or exceeding the amount permitted by the Constitution and laws of the State.

Section 4. Details of Bonds. The Bonds provided for in Section 3 hereof shall be sold in such amounts and at such time or times as deemed necessary and advisable by this Board and as permitted by law, shall bear interest at a rate or rates not to exceed the maximum rate permitted by law at the time the Bonds are sold, and shall mature in such amounts and at such times within a maximum term of twenty (20) years from date of issue, but may mature at an earlier date or dates, as authorized by this Board and as provided by law. Said Bonds shall be general obligations of the District and, unless paid from other sources, both principal thereof and interest thereon shall be payable out of annual tax levies to be made upon all the taxable property within the District without limitation as to rate or amount and in excess of any constitutional or statutory tax limitations. The exact date, form, terms and maturities of said Bonds shall be as hereafter fixed by resolution of the Board. After voter approval of the bond proposition and in anticipation of the issuance of such Bonds, the District may issue short term obligations as authorized and provided by Chapter 39.50 RCW. The proceeds of such Bonds may be used to redeem and retire short term obligations or to reimburse the District for expenditures previously made for such Improvements.

Section 5. Election. It is hereby found and declared that the best interests of the District requires the submission to the qualified electors of the District of the proposition of whether the District shall issue the Bonds at a special election to be held on February 11, 2014. The Thurston

County Auditor as ex officio supervisor of elections in Thurston County, Washington is hereby requested also to call and conduct the special election to be held within the District and to submit to the qualified electors of the District the proposition set forth below. The Secretary of the Board is hereby authorized and directed to certify the proposition to said officials in the following form:

PROPOSITION NO. 1

NORTH THURSTON PUBLIC SCHOOLS
NEIGHBORHOOD SCHOOL IMPROVEMENTS
TECHNOLOGY & SAFETY UPGRADES

GENERAL OBLIGATION BONDS – \$175,000,000

The Board of Directors adopted Resolution #872 concerning a proposition to finance improvements to its neighborhood schools. This proposition authorizes the District to upgrade or modernize five elementary, middle and high schools; build a middle school; repair deteriorating roofs/structures, expand student access to classroom technology, enhance learning environments, and make district-wide safety and security improvements; upgrade fire-alarm/sprinkler, earthquake-safety, electrical, plumbing and heating systems by issuing \$175,000,000 of general obligation bonds maturing within a maximum 20 year term and levy annual excess property taxes to repay the bonds as provided in Resolution #872. Should this proposition be:

APPROVED?.....

REJECTED?.....

The Secretary of the Board of Directors is hereby authorized to deliver a certified copy of this resolution to the Thurston County Auditor.

Section 6. Request for Eligibility for the Credit Enhancement Program. In preparation for the issuance and sale of the Bonds after approval by the voters, the Board of Directors hereby requests that the State Treasurer issue a certificate of eligibility in favor of the District for participation by the District in the Program with respect to the Bonds. The Superintendent is hereby authorized (following voter approval) to submit such applications, resolutions and certifications as shall be required by the State Treasurer in reviewing the District's request for participation.

Section 7. Severability. In the event that any provision of this resolution shall be held to be invalid, such invalidity shall not affect or invalidate any other provision of this resolution or the Bonds, but they shall be construed and enforced as if such invalid provision had not been contained herein; provided, however, that any provision which shall for any reason be held by reason of its extent to be invalid shall be deemed to be in effect to the extent permitted by law.

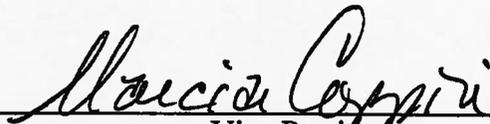
Section 8. Effective Date. This resolution shall become effective immediately upon its adoption.

ADOPTED by the Board of Directors of North Thurston Public Schools, Thurston County,
Washington, at a special meeting held this 22nd day of October, 2013.

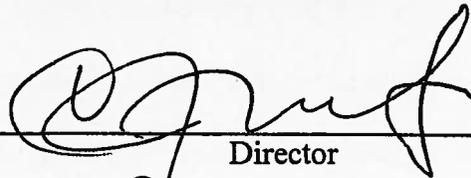
NORTH THURSTON PUBLIC SCHOOLS,
THURSTON COUNTY, WASHINGTON



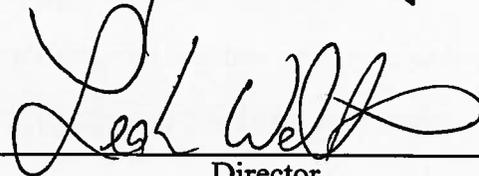
President



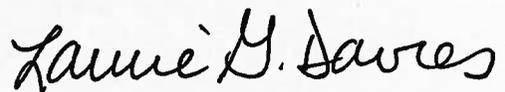
Vice President



Director

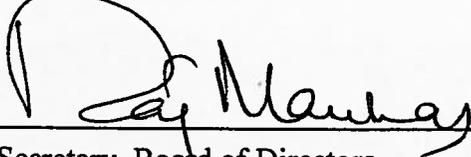


Director



Director

ATTEST:



Secretary, Board of Directors

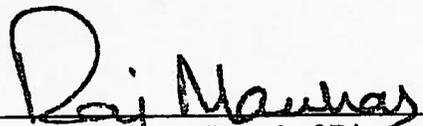
CERTIFICATE

I, the undersigned, Secretary of the Board of Directors of North Thurston Public Schools, Thurston County, Washington, (the "District") and keeper of the records of the Board of Directors (the "Board"), DO HEREBY CERTIFY:

1. That the attached resolution is a true and correct copy of Resolution No. 872 of the Board (the "Resolution"), duly adopted at a special meeting thereof held on the 22nd day of October, 2013.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Board voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of October, 2013.


Secretary, Board of Directors

OFFICIAL BALLOT
NORTH THURSTON PUBLIC SCHOOLS
THURSTON COUNTY, WASHINGTON
FEBRUARY 11, 2014

INSTRUCTIONS TO VOTERS: To vote in favor of the following proposition, place a cross (X) in the square opposite the words "APPROVED"; to vote against the following proposition, place a cross (X) in the square opposite the words "REJECTED."

PROPOSITION NO. 1

NORTH THURSTON PUBLIC SCHOOLS
NEIGHBORHOOD SCHOOL IMPROVEMENTS
TECHNOLOGY & SAFETY UPGRADES

GENERAL OBLIGATION BONDS – \$175,000,000

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APPROVED?.....

REJECTED?.....

NOTICE
NORTH THURSTON PUBLIC SCHOOLS
THURSTON COUNTY, WASHINGTON
FEBRUARY 11, 2014

NOTICE IS HEREBY GIVEN that on February 11, 2014, a special election will be held by mail ballot in the above-named school district for the submission to the qualified electors of said school district of the following proposition:

PROPOSITION NO. 1

NORTH THURSTON PUBLIC SCHOOLS
NEIGHBORHOOD SCHOOL IMPROVEMENTS
TECHNOLOGY & SAFETY UPGRADES

GENERAL OBLIGATION BONDS – \$175,000,000

The Board of Directors adopted Resolution # 872 concerning a proposition to finance improvements to its neighborhood schools. This proposition authorizes the District to upgrade or modernize five elementary, middle and high schools; build a middle school; repair deteriorating roofs/structures, expand student access to classroom technology, enhance learning environments, and make district-wide safety and security improvements; upgrade fire-alarm/sprinkler, earthquake-safety, electrical, plumbing and heating systems by issuing \$175,000,000 of general obligation bonds maturing within a maximum 20 year term and levy annual excess property taxes to repay the bonds as provided in Resolution #872. Should this proposition be:

APPROVED?.....

REJECTED?.....

Thurston County Auditor



GENERAL GOVERNMENT & PUBLIC SAFETY COMMITTEE
November 15, 2013

SUBJECT: Proposal to Amend Lacey Municipal Code 5.32.090

RECOMMENDATION: Amend LMC 5.32.090 to define firearms, power equipment, electronics, jewelry, precious metals and items identified through a serial number as those items requiring notification to the Lacey police department.

STAFF CONTACT: Scott Spence, City Manager 
Dave Schneider, Asst. City Attorney 
Dusty Pierpoint, Police Chief 
Phil Comstock, Lieutenant 

ORIGINATED BY: Lacey Police Department

ATTACHMENTS: 1. [Proposed LMC amendment](#)

**BUDGET IMPACT/
SOURCE OF FUNDS:** None.

PRIOR REVIEW: None.

BACKGROUND:

Chapter 5.32 of the Lacey Municipal Code relates to pawnbrokers and secondhand dealers and contains recording and reporting requirements for both. LMC 5.32.090 states that each pawnbroker or secondhand dealer “shall before noon of each day furnish the chief of police on forms approved by him, a full, true and correct transcript of the record...of transactions had on the previous day...”

The police department subscribes to an automated national system that records transactions submitted by participating businesses. This option for reporting is available to the local businesses that fall under the requirements of LMC 5.32.090. Businesses that elect not to utilize the automated system are required to submit the transaction reports via written form.

Once submitted to the police department, the transaction records are reviewed by staff. Such review includes checking the serial numbers through state and national databases for stolen items and entering the transaction record into a record management system. The items the police department has traditionally tracked through pawnbrokers and secondhand dealer transaction records have been firearms, power equipment, electronics, jewelry, precious metals and other items able to be identified through a serial number.

A recent review of pawnbrokers and secondhand dealers showed that thirteen (13) businesses currently qualify for reporting of transactions under this section of the LMC. When contacted, three (3) of the thirteen (13) businesses questioned the necessity of the LMC requirement to report based on the nature of the items they buy and resell. These businesses deal in used furniture, used baby clothing and related items, and comic books and related collectables. Given the high volume of transactions related to these items, significant time would be spent by the businesses to complete and transmit the forms required by LMC 5.32.090. Additionally, significant police department staff time would be involved entering each transaction into the records management system.

The items bought and resold by these businesses are not commonly the subject of criminal investigations and the reporting and monitoring of transactions associated with these items was not the original intent of LMC 5.32.090. Accordingly, it is recommended that LMC 5.32.090 be amended to define firearms, power equipment, electronics, jewelry, precious metals and items identified through a serial number as those items requiring notification to the Lacey police department.

Of note, LMC 5.32.070, which requires all secondhand dealers to record and maintain transaction records, would remain unchanged. As such, these records would still be available for inspection by law enforcement if the need arose.

ADVANTAGES:

1. Ease the burden on local businesses by eliminating unnecessary reporting requirements.
2. Eliminate time spent by police department staff processing and entering unnecessary data.

DISADVANTAGES:

1. None foreseen.

Proposed LMC amendment

5.32.090 Reports.

Every pawnbroker and secondhand dealer doing business in the city shall before noon of each day furnish the chief of police on forms approved by him, a full, true and correct transcript of the record required by Section [5.32.070](#) of transactions [involving firearms, power equipment, electronics, jewelry, precious metals or other items identifiable through a serial number](#) had on the previous day, if any, it being the intent of this section that Saturday's business may be reported on Monday. If the pawnbroker or secondhand dealer has good cause to believe that any of the property in his possession has been previously lost or stolen, he shall immediately report such fact to the chief of police, together with the name of the owner, if known, and the date when, and the name of the person from whom the same was received by him.



**GENERAL GOVERNMENT &
PUBLIC SAFETY COMMITTEE**
November 15, 2013

SUBJECT: Thurston Community Television (TCTV) 2014-2016 Operating Agreement

RECOMMENDATION: Review and forward the TCTV 2014-2016 Operating Agreement to the full City Council to authorize the City Manager to sign the agreement.

STAFF CONTACT: Scott Spence, City Manager *SS*
Liz Gotelli, Public Affairs and Human Resources Director *LG*

ORIGINATED BY: Public Affairs and Human Resources Department

ATTACHMENTS: [Draft TCTV 2014-2016 Operating Agreement](#)

FISCAL NOTE: Compensation for the first year of the TCTV operating agreement will cost \$93,000. This expenditure is funded within the "Contractual Services" section of the Lacey City Budget.

PRIOR REVIEW: None

BACKGROUND:

Thurston Community Television (TCTV) is Lacey's "Designated Access Provider." Since 1986, the City of Lacey has contracted with TCTV to manage community access cable television on its behalf. An operating agreement governs the services provided by TCTV and allows for the administration of community access channels 3, 22, 26, and 77 currently available on the Comcast cable system locally. Thurston County and the cities of Olympia and Tumwater have similar agreements with TCTV.

These community access channels are more commonly known as Public, Education, & Government (PEG) channels, providing an outlet to televise Lacey City Council meetings and community events. Additionally, community access cable television provides an

opportunity for interested citizens wanting to air self-produced content on designated PEG channels.

At the end of 2013, Lacey's operating agreement with TCTV will expire. In October 2013, the City of Lacey and TCTV discussed and mutually agreed to an updated set of terms and conditions for a new multi-year operating agreement.

TCTV OPERATING AGREEMENT OVERVIEW:

The TCTV Operating Agreement provides for the management of the community access channels, operation of studio facilities, and procurement of equipment in support of community access channels. Additionally, the agreement outlines direct services received by the City of Lacey, such as direct production support to televise public meetings as well as continued access for Lacey residents to utilize production assets for the purpose of creating content for the Public Access Channel. The operating agreement also requires TCTV to provide financial data, community participation information, and capital purchasing plans on a scheduled basis to ensure accountability of the contractual services.

The following are key provisions of the new TCTV Operating Agreement:

- **DIRECT PRODUCTION:** During the term of the contract, the City of Lacey will receive 700 hours of direct production to create, telecast, and tape public meetings, City sponsored events, special programs, and public service announcements on an annual basis.
- **PEG SUPPORT (Capital Purchases):** Currently, the City of Lacey receives approximately \$36,000 annually in PEG funds through its cable franchise with Comcast Cable of Washington IV (Comcast Cable). Comcast Cable subscribers, who are charged \$0.30 per month, provide the funding. This Agreement grants half of the PEG Funds to TCTV beginning in 2014 and for the duration of this Agreement. TCTV will use these funds in accordance with federal cable legislation to purchase capital equipment that will support PEG Access (i.e., playback equipment, cameras, portable production equipment, etc.). The City will use the remaining half to purchase equipment necessary for the production and broadcast of Government Access Programming.
- **COMPENSATION:** The City of Lacey will pay an amount to TCTV not to exceed \$93,000 for 2014. In subsequent years, this base amount will increase by the Seattle-Tacoma-Bremerton CPI-W, 1982-84=100, Half 1 (index used for inflation).
- **TERM:** The new operating agreement will run from January 1, 2014 through December 31, 2016, with the option for two one-year extensions (2017 and 2018) upon mutual agreement by both parties.

ADVANTAGES:

1. Maintains longstanding relationship with TCTV for the continuation of community access cable television services.
2. Provides 700 hours of direct production support to the City of Lacey that will be used to televise City Council meetings, other public meetings, and community events.

DISADVANTAGES:

1. None foreseen.

THURSTON COMMUNITY TELEVISION OPERATING AGREEMENT

PUBLIC, EDUCATION, AND GOVERNMENT (PEG) TELEVISION PRODUCTION AND STUDIO MAINTENANCE, OPERATION AND ADMINISTRATIVE SERVICES

This agreement is made and entered into this ____ day of _____, 2013 by and between the City of Lacey, a municipal corporation, hereinafter referred to as "City," and Thurston Community Television, a Washington nonprofit corporation, hereinafter referred to as "TCTV."

WHEREAS, the City has a franchise agreement with Comcast of Washington IV, Inc., hereinafter "Comcast," to provide cable television services to residents of the City; and

WHEREAS, the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996 authorize cable franchising authorities to establish franchise requirements for facilities and equipment, and to require channel capacities for public, educational, and governmental use from franchised cable companies and other companies providing similar services; and

WHEREAS, TCTV has been organized to develop and promote the concepts of public, educational and governmental access for existing and future cable television providers, and to establish and operate one or more media access centers to educate and assist individuals and organizations in the use of tools and techniques for the production of local cable television programming; and

WHEREAS, voting membership in TCTV is open to any resident or nonprofit organization in the City, and the membership of TCTV is broadly representative of the social service, cultural, educational, charitable and religious groups in the City; and

WHEREAS, TCTV has established, operated, and maintained an access operation of service to the citizens, nonprofit organizations and government agencies of City during the terms of previous Agreements.

NOW, THEREFORE, in consideration of the mutual undertakings and processes contained herein and the benefits to be realized by each party, and in further consideration of the benefit to the general public to be realized by the performance of this Agreement, the parties agree as follows:

A. RESPONSIBILITIES OF TCTV

1. Services Provided--General: During the term of this Agreement, TCTV shall operate, maintain and administer one or more public, educational and government access channels and four or more public community production facilities.

TCTV shall administer public, educational and government access television channels, as defined in Addendum A: Definitions, and community production facilities for the benefit of area residents, nonprofit organizations, and government and educational

agencies in conformity with the Addendums, Articles of Incorporation, Bylaws and Operating Policies of TCTV attached hereto and incorporated herein by reference.

a. Promotion: TCTV shall use its best efforts to promote and publicize the use of the access channel(s). TCTV shall not discriminate in favor or against any organization, group or individual in promoting channel use.

b. Production Facilities and Equipment: TCTV shall maintain community television production facilities with regular hours of operation for use by qualified users in accordance with the TCTV Operating Policies. These facilities include, but are not limited to, a production studio, editing facilities and corporate offices located within the Lacey-Olympia-Tumwater metro area.

TCTV shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, and the designated responsibilities throughout this Agreement and as detailed in Addendum C: Scope of Services and associated Attachments, attached hereto and made a part hereof.

All content, programming, documents, templates, and deliverables produced as part of this agreement shall become the property of the City and may be used, modified and / or reproduced at the City's discretion.

2. Public Access Programming:

a. Programming: Public Access Programming shall appear on a channel dedicated for this purpose and separate from the other PEG channels. Public Access Programming is presently broadcast on Comcast cable system's channel 22. TCTV shall schedule all access programs on a nondiscriminatory basis and otherwise in accordance with the Operating Policies of TCTV. TCTV shall also endeavor to schedule programming consistently to maximize audience potential by developing a regular program schedule using the scheduling process detailed in Addendum B: Program Scheduling Process for the Public Access Channel.

b. Program Preview: In accordance with the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, neither the City nor TCTV may regulate the content of public access programming unless such programming has been found in accordance with law to be obscene or otherwise unprotected by the Constitution of the United States, or in direct violation of local, state, or federal law. TCTV agrees that, in cooperation with the City, it will:

(1) Require all public access producers or program suppliers to sign a contract with TCTV, prior to airing of a program or series of programs, which reasonably describes the nature of the programming.

(2) Invoke mandatory pre-broadcast review by TCTV of any program by the producer which, as described in the contract, portrays or depicts material considered sensitive for children under the Federal Cable Act of 1992 and Telecommunication Act of 1996.

(3) Provide for mandatory suspension of the program or series of programs if TCTV determines that the producer materially misrepresented the content or nature of the production.

(4) Provide for mandatory suspension pending legal resolution of any program or series of programs if a court order should be issued against the program or series for any reason.

(5) Provide for mandatory suspension of any program or series of programs if the content is obscene or otherwise unprotected by the Constitution of the United States, or is in direct violation of local, state, or federal law.

c. Dissemination of Public Information: TCTV shall, at the request of the City, disseminate information regarding City-sponsored events, public hearings, and public safety information on all channels. TCTV will also cablecast public information programming at the request of the City including, but not limited to, City sponsored activities and public forums.

d. Training: TCTV will schedule production and equipment training workshops on a regular basis. Training will be available to individuals and organizations as described in the TCTV Operating Policies. Training will include an explanation of the producer's responsibility and legal accountability for the content of programming they produce. TCTV will distribute printed information to all trainees that will include, but is not limited to, local statutes regarding the distribution of illegal material. Additionally, TCTV shall, at the City's request, coordinate an informational workshop for municipal employees on the use of video and cable access as a communications tool.

3. Education Access Programing:

a. Programming: Education Access Programming shall appear on a channel dedicated for this purpose that is separate from the other public access channels. Education Access Programming is presently broadcast on Comcast cable system's channel 77. This channel is shared by the City of Lacey, the City of Olympia, and Thurston County.

b. Program Content: Programming from schools must be sanctioned by the district or college administration. Programs will be produced by the various educational institutions and districts or may be imported. Scheduling of programs on the educational access channel rests with TCTV. The Education Access Channel is not open for use by the general public.

Administration and rules for use of the Educational Access Channel are guided by existing federal cable legislation, City's cable franchise with Comcast of Washington IV, Inc., and the Operating Policies of TCTV.

c. Supplemental Content: Programs produced by TCTV may appear on the Education Access Channel to supplement educational access programming. Events that are sponsored by the funding jurisdictions, school activities, public meetings, cultural events, and

parades, but are not included in the contractual production requirements are examples of community service programming. Generally, TCTV will take the initiative in production of these programs.

4. Government Access Programming:

a. Programming: Government Access Programming shall appear on a channel dedicated for this purpose that is separate from the other public access channels. Government Access Programming is presently broadcast on Comcast cable system's channel 3. This channel is shared with the City of Olympia and Thurston County. Addendum D of this Agreement will be used to guide the equitable scheduling and use of channel 3 amongst Thurston County and the cities of Lacey and Olympia. From time to time, but no less than annually, TCTV shall, in cooperation with Thurston County and the cities of Lacey and Olympia, review and modify rules and procedures regarding the equitable scheduling and use of channel 3.

b. Government Access Production Support: The TCTV Executive Director, or other designated staff, will act as the liaison with the funding jurisdictions when TCTV production services are requested. The TCTV Executive Director, or assigned staff, will provide the appropriate technical support required for the development of government access programming. Addendum C – Scope of Services outlines the City's production needs for the duration of this Operating Agreement. The City's Public Affairs Department will be the liaison to TCTV to coordinate production support identified within Addendum C – Scope of Services. Production efforts by Thurston Community Television on behalf of municipal agencies must be scheduled reasonably in advance. TCTV recognizes that on occasion there are production needs that require a short advance notice and timely playback. TCTV will make every effort to accommodate these special circumstances.

TCTV shall allocate 700 staff hours to the City for direct production support each year for the remainder of the term of this Agreement. Unused hours will expire at the end of the fiscal year.

c. Program Content: The City has primary responsibility for coordinating program content. Additionally, the City will work with TCTV to clarify details to ensure high production quality, and serve as an interface between TCTV and event coordinators to ensure minimal interference with the functioning of public meetings, hearings or events. Government access production support by TCTV will be for the primary purpose of creating programs for cablecast on the access channels but may, in addition, be used for training and other public purposes.

5. Channel Designations:

It is recognized that from time to time Comcast of Washington IV, Inc., may realign PEG access channels. When that realignment occurs, the government access channel shall be placed on the lowest channel number available.

Should a new channel be designated beyond the current four channels (i.e., channels 3, 22, 26, & 77), TCTV shall advocate that the new channel be branded for the exclusive use of the City. At its option, the City may waive this right of request for exclusive use of a fifth channel, but retains the right of request for the exclusive use of a succeeding channel in the future.

6. Rules and Procedures:

The policies and procedures in TCTV Operating Policies, charges, and hours of operation may be modified to reflect changes in access operation provided that the City receives written notification forty-five (45) days prior to the effective date of said changes. Said changes require the approval of the funding jurisdictions but shall not be unreasonably denied. If there is no response within forty-five (45) days of notification, the approval shall be deemed granted.

7. Fiscal Responsibility:

TCTV shall maintain fiscal records and accounts and shall annually render to the City a written financial operating statement within ninety (90) days after the end of the fiscal year. TCTV shall also provide the City with summary reports of revenues and expenditures upon request. Such fiscal records and reports shall be retained in a manner consistent with the Budgeting, Accounting, and Reporting System for Counties and Cities and other Local Governments as issued by the State Auditor. Fiscal records provided to the City will also include a copy of the annual TCTV budget for each year of the Agreement. The City shall have the right to monitor and audit the fiscal components of TCTV to ensure actual expenditures are consistent with the terms of the contract.

Additionally, TCTV shall submit invoices at the end of each month totaling 1/12 the total contract amount for each year the Agreement is in effect. Payments are compensation for all for direct services as enumerated in Addendum C: Scope of Services, including 2(a) – (d). Invoices shall also include the number of staff hours (production hours) used for production support for the City, together with the balance of remaining hours for the calendar year. Production hours shall be subtotaled within the following service categories established in Addendum C: Lacey City Council Meetings; Lacey City Events; Lacey Public Meetings; Lacey Public Services Announcements; and Special Programs.

None of the funds provided under this Agreement shall be used by TCTV for any partisan political activity, or to further the election or defeat of any candidate for public office, or to lobby for or against federal, state or local legislation of any kind whatsoever. This is not intended to restrict programs presenting factual information on topics of general community interest.

8. Access Operations Records and Reports:

a. TCTV shall keep daily program logs containing the program title and playback time of each program. Maintenance records for all production equipment shall be kept for a period of three (3) years. Within 90 days of the close of the fiscal year, TCTV shall provide the City with an annual report, consisting of the total number of members of TCTV, the number of total members that are Lacey residents, the numbers of training attendees and user certifications, hours of equipment and studio use, numbers of first-run and replayed programs by origin, and use of facilities by Lacey residents.

b. TCTV shall keep records of the amounts of all PEG fees received from the City and any other jurisdiction. Such records shall indicate the amount of PEG fees received from each separate jurisdiction.

TCTV shall also keep records for all assets purchased with PEG fees. Such records shall clearly describe the asset purchased and indicate which jurisdiction's PEG fees—or what percentages thereof—were used for each asset purchased.

TCTV shall provide the City with an annual report that includes the amount of PEG fees received from each jurisdiction together with a listing of all assets purchased with PEG fees. Such report shall clearly indicate which jurisdiction's PEG fees – or what percentages thereof – were used for each asset purchased.

In the event this Operating Agreement is not extended or terminates for any reason, the City shall immediately receive the depreciated value of assets purchased by TCTV with PEG fees received from the City together with any unused PEG fees that were received from the City.

9. Liability Insurance:

TCTV shall obtain liability insurance coverage for program content of \$1 million, naming the City as an additional party.

10. Nondiscrimination:

TCTV agrees that in operating the access facilities pursuant to this Agreement, it shall not discriminate in any way against any person, group or organization on the basis of race, color, national origin, sex, religion, age, marital status, veteran status, sexual orientation, political affiliation or disability in violation of the ordinances or resolutions of the City or the laws or Constitutions of the State of Washington or the United States of America. TCTV shall take necessary steps to fully comply with all provisions of the Americans with Disabilities Act including efforts to expand access for those with disabilities; including but not limited to an assessment of closed or open caption devices for the hearing impaired, and greater access to TCTV services and facilities for all those with disabilities.

B. RESPONSIBILITIES OF THE CITY

1. Payment for Direct Services:

The City shall pay to TCTV a flat-rate amount equal to \$93,000 for the 2014 calendar year. For the remaining term, this base amount shall be increased by the Seattle-Tacoma-Bremerton Consumer Price Index (CPI-W, 1982-84=100, Half 1), but in no case by an amount greater than thirty-five percent (35%) of the franchise fees collected by the City from the cable operator(s) in the preceding calendar year. Such payments for direct services as enumerated in Addendum C: Scope of Services 2(a) – (d) shall be made in 12-equal monthly installments within fifteen (15) days after receipt of invoice.

Provided, that, upon giving no less than twelve months notice, the City may reallocate in whole or in part its financial support from any of the public (community) access programming to any

governmental, educational or other public access programming or any combination thereof. Any programming resulting from a funding reallocation under this section may be assigned by the City to TCTV, City personnel or another entity.

2. Capital Equipment Procurement

During the term of this agreement, the City shall disperse an amount equal to fifty (50) percent of all PEG fees collected by the City to TCTV for the purpose of procuring capital equipment in support of PEG Access.

PEG fees shall be dispersed on a quarterly schedule with payments due on February 28, May 31, August 31, and November 30. Payments will be based upon PEG fees collected from subscribers during the three (3) months preceding the month *prior to* the month that payment is due. For example, the May 31 payment would be based upon total PEG fees collected from Comcast of Washington IV, Inc., for January, February, and March.

TCTV may only use PEG Fees for capital expenditures, whether through purchase or lease, related to PEG Access, including but not limited to studio equipment, Council Chambers equipment, portable production equipment, editing, program and playback equipment, Access related facilities or equipment purchases, renovation or construction, local origination, new return feeds and for I-NET purposes. These capital equipment purchases made with PEG fees shall be identified in a "Capital Equipment Plan" approved by the City and the other funding jurisdictions of TCTV.

3. Content and Indemnification:

The City shall have no responsibility for program content on either the public or educational access channels, unless the programming was produced by an agent or employee of the City as part of the City's access programming efforts. TCTV shall indemnify and hold harmless the City from any claims, suits, liability, loss or damage, including attorney fees, caused by or arising out of any public access programming not produced by the City including but not limited to, any claim or legal action for alleged violation or infringement of copyright or other intellectual property right, invasion of privacy, obscenity or defamation, provided further that the City shall inform TCTV in writing within twenty (20) working days of its receipt of notice of the existence of any such claim or action.

TCTV shall have sole discretion and authority for decisions regarding standards for program, quality and scheduling except as provided herein. It shall be TCTV's responsibility to insure compliance with the standards provided by law relating to defamation, privacy or obscenity.

4. Production Guidelines--City Facilities:

The City shall establish written guidelines for access to City-owned facilities by TCTV production crews. A copy of the written guidelines can be obtained from the City's Public Affairs Department upon request.

C. TCTV BOARD APPOINTMENTS

The TCTV Board shall, during the term of this Agreement, include one appointed representative from Thurston County and each of the cities who have entered into funding agreements with TCTV, as designated by their respective elected bodies.

D. TERMS OF AGREEMENT

1. Term:

The term of this Agreement shall be three (3) years and will be in full force and effective from January 1, 2014 through December 31, 2016, with the option for two one-year extensions (2017 and 2018) upon mutual agreement by both parties.

2. Termination:

Either party shall have the right to terminate this agreement by reason of the other party's default. Notice of termination shall be by ninety (90) days written notice by registered or certified mail, return receipt requested. A notice of termination shall specify the basis thereof, including a detailed explanation of any alleged events of default.

- a. At least one of the following shall constitute an event of default of the part of the City:
 - 1) Failure to make any payment to TCTV required by this Agreement when due, or within a thirty (30) day grace period thereafter.
 - 2) Any other material breach of the Agreement.
- b. At least one of the following shall constitute an event of default on the part of TCTV:
 - 1) Any material failure by TCTV to comply with the Operating Policies, or Bylaws of TCTV.
 - 2) Material failure to maintain fiscal records and accounts regarding TCTV operations.
 - 3) Material change to any of the policies and procedures in TCTV Operating Policies without the City's approval.
 - 4) Any other material breach of the Agreement.

Upon receipt of written notice of termination and/or of alleged events of default, the recipient shall have thirty (30) days to cure the default(s) before termination shall become effective. The availability of this remedy shall not bar any action by either party for specific performance of the provisions of the Agreement or any other remedy.

3. Independent Relationship

a. The parties intend that an independent relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; the implementation of services will lie solely with TCTV. No agent, employee, servant or representative of TCTV shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of TCTV are not entitled to any of the benefits the CITY provides to its employees. TCTV will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

b. In the performance of the services herein contemplated, TCTV is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof as outlined in this Agreement.

4. Assignment/Subcontracting

a. TCTV shall not assign any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by TCTV not less than thirty (30) days prior to the date of any proposed assignment.

b. Any technical/professional service subcontract not listed in this Agreement which is to be charged to the CITY under this Agreement, must have express advance approval by the CITY.

5. Arbitration:

In the event that any dispute shall arise to the interpretation of this Agreement, or in the event of a breach of this Agreement and if the parties cannot mutually settle such differences, then the matter shall first be referred to mediation with a mutually selected mediator and, if necessary, to arbitration with an arbitrator mutually selected by the parties.

6. Notices:

Any notice herein provided to be given to the City shall be addressed and delivered to the City of Lacey, 420 College Street SE, Lacey, Washington 98503.

Any notice to be given to TCTV shall be addressed and delivered to TCTV, 440 Yauger Way SW, Suite C, Olympia, WA 98502.

7. Reopener:

Either party may request that this agreement be reopened for renegotiation of all or part of the provisions set forth herein. Additionally, this contract shall be reopened at

the time a request for activation of additional access channels is made for the purpose of discussion and determination of appropriate policies and operating procedures for the new channels. Further, should the Cable Communications Policy Act be further amended by Congress and/or different rules are promulgated by the FCC which affect this Agreement, the Agreement shall be reopened to address those changes.

IN WITNESS THEREOF, the parties have hereunto set their hands the day and year first above written.

TCTV

CITY OF LACEY

By: _____

By: _____

Its _____

Its _____

APPROVED AS TO FORM:

CITY ATTORNEY

ADDENDUM A

Definitions

Capital Equipment Plan: a document produced by TCTV, and approved by the City and other funding jurisdictions that identifies capital purchases made with PEG fees in support of PEG access. The Plan will be produced annually and shall identify purchases made for the current calendar year as well as include a 3-year and 5-year plan for future capital purchases.

Community Service Programming: Programs produced by TCTV may appear on the Education Access Channel to supplement educational access programming. Events that are sponsored by the funding jurisdictions, school activities, public meetings, cultural events, and parades, but are not included in the contractual production requirements are examples of community service programming. Generally, TCTV will take the initiative in production of these programs.

Education Access Channel: a local cable channel dedicated for use by public educational institutions. Programming scheduled on the educational access channel must be by, for, or about a local public educational institution. Programming from schools must be sanctioned by the district or college administration. Programs will be produced by the various educational institutions and districts or may be imported. Programming may include: Distance Learning; After School Enrichment such as homework help with programs for students (i.e., Tech Time); Teacher In-service Training; School-to-work; Community Information such as school menus, policies, calendar of events, parent information; Telecourses; Satellite delivered services such as the NASA Channel, The Classic Arts Showcase, policy and informational teleconferences. Scheduling of programs on the educational access channel rests with TCTV. Educational access channels are not open for use by the general public. Administration and rules for use of the public educational access channel are guided by existing federal cable legislation, City's cable franchise with Comcast of Washington IV, Inc., and the Operating Policies of TCTV.

Facilities: generally meaning to include channels, equipment, buildings administered by TCTV for the purpose of providing access television services to government, educational, and public access program producers or suppliers. Facilities are provided or funded through the individual funding jurisdiction's cable franchise agreements with Comcast of Washington IV, Inc, funding jurisdiction's PEG fees, individual operating agreements between TCTV and the funding jurisdictions, and TCTV's own fundraising efforts and donations from TCTV supporters.

Funding Jurisdictions: the associated designation given to the primary local government funding partners of TCTV that include Thurston County and the cities of Lacey, Olympia, and Tumwater.

Government Access Channel: a local cable channel dedicated for use by local government offices and agencies. Programming on the government access channel must be by, for or about a local government office or agency. Unless otherwise agreed to by City, programming support from TCTV staff will be provided to the City without additional charge. Full production services may be provided by contract with other government agencies such as the LOTT Partnership, the Port of Olympia, Timberland Regional Library, Thurston Conservation District; Thurston Regional Planning Council, Intercity Transit, Animal Services, local fire districts, and other

recognized local governmental agencies. On occasion, programming from state or federal agencies may also be shown on this channel. Program scheduling on the government access channel rests with TCTV but shall generally follow the outline set forth in Addendum D: Program Scheduling Process for the Government Access Channel. Government access channels are not open for use by the general public. Administration and rules for use of the government access channel are guided by existing federal cable legislation, the City's cable franchise with Comcast of Washington IV, Inc., and the Operating Policies of TCTV.

PEG: term used in reference to local access channels and programming involving three primary elements: Public, Education, and Government.

PEG Fees: money contributed by Lacey residents subscribing to cable services provided by Comcast of Washington IV, Inc. The City franchise allows PEG fees to be collected at \$0.30 per subscriber, per month in support of local access. Revenue generated by PEG fees may only be applied toward capital expenditures, whether through purchase or lease, related to PEG Access, including but not limited to studio, council chamber equipment, portable production equipment, editing, program playback equipment, Access related facilities or equipment purchases, renovation or construction, local origination, new return feeds and for I-NET purposes.

Production Hours: term used to describe TCTV's cost of creating programming on behalf of the City. Production hours are calculated by adding the total time of the staff including setup, taping, take down, and editing.

Public Access Channel: a local cable channel used as a public forum and dedicated for non-commercial television programming presented by local residents or non-profit organizations free from editorial control. Responsibility for the content of programs on the public access channel rests with the program producer or local sponsor and must not violate any local, state, or federal law. Administration and rules for use of the public access channel are guided by existing federal cable legislation, the City's cable franchise with Comcast of Washington IV, Inc., and the Operating Policies of TCTV.

ADDENDUM B

Program Scheduling Process for the Public Access Channel

The program scheduling process is governed by Section 5.6, 5.7, & 5.8 of the 2009 Thurston Community Television Operating Policies and Procedures.

Scheduling

The Public Access Channel is available for use by local individuals and nonprofit organizations. It is scheduled in two six-month seasons. The season program schedule on the Public Access channel is dependent on the demand for available time. Producers or program sponsors who supply more than one program or series for a programming season will be asked to rank their programs in the order they wish to have them scheduled. TCTV will then schedule the public access channel schedule based on the rankings provided by the producers. For example, all #1 ranked programs and all single programs submitted will be scheduled first. The remaining channel time will then be scheduled with all #2 ranked programs, then all #3 ranked programs, until all programs have been assigned time in the season schedule.

Local / Imported Programming

Any non-commercial program with a majority of material produced by a TCTV Production Member or a Thurston County resident, whether it was produced through TCTV, a school or other institution, or a private production facility, is considered "local" programming for purposes of scheduling. Non-commercial programming produced by non-residents is considered to be "imported" programming. Only organizations who are current Organizational Members of TCTV may schedule imported programming onto the access channel(s). Local program scheduling has priority over imported programming. Unless a program receives a special waiver, it must be scheduled for cablecast at least two weeks in advance. The program producer or supplier must complete a Programming Contract acknowledging their legal responsibility for program content.

Producers may request specific times for cablecast. TCTV will make every effort to accommodate these requests within the limits of available channel time but will not guarantee that all requests can be honored.

Series Programming

New producers are required to complete at least two programs for cablecast before TCTV will assign them a series time slot. In order to be assigned a regular, series time slot, producers must submit a new episode at least once a month, that has never aired on TCTV channels before. Series programs that are scheduled at the beginning of a programming season will be assigned regular time slots for at least six months. Mid-season additions will be assigned a time slot for the duration of the programming season. In order to make time available for all current and future programs, TCTV reserves the right to make schedule changes at the beginning of each programming season. Series programs must be delivered as scheduled on the programming contract. If a new episode is not received as scheduled, TCTV will air the current program for

one additional week. If a new episode is not received by the end of the one- week grace period, the series time slot may be discontinued and other programming will be scheduled in it.

Single programs will not be scheduled until both the completed program and a Programming Contract have been delivered to the Programming Coordinator.

The number of repeat showings any program receives after its first cablecast will be based on the available channel time and may change as demand for channel time increases. TCTV reserves the right to pre-empt program repeats to facilitate the scheduling of special programming. TCTV will make a good faith effort to notify producers in advance if their program schedule is being changed.

Videotaped programs scheduled to air must be delivered to the TCTV at least 14 days prior to the air date. Programs not delivered in accordance with this schedule may be delayed for playback. TCTV reserves the right to change delivery requirements. Producers of programs that appear LIVE on the channel should record a copy during the production and turn it in the same day as the live telecast.

ADDENDUM C

Scope of Services

1. As the City's Designated Access Provider, TCTV will provide the maintenance and operations as well as the administration of Lacey's Public, Education, and Government Access channels and studio including but not limited to the following services:

- Providing access to the production facilities and equipment for public use at least 40 hours each week.
- Maintaining and upgrading production equipment as needed.
- Offering regularly scheduled media production training workshops for community groups and residents.
- Scheduling and airing programs on all PEG channels.
- Publishing program schedule.
- Operating a community message board for nonprofit groups and government agencies.
- Providing technical production assistance to community groups, and individuals.
- Provide a communication outlet to the greater Thurston County community during times of emergencies and or localized events.

2. Direct services provided by TCTV to the City to include but not limited to the following services:

- (a) **Lacey City Council Meeting:** 260 Hours Annually - Live television broadcasts and tapings of Lacey City Council Meetings. Scheduled for the 2nd and 4th Thursday of each month from January through October, and the 1st and 3rd Thursday of each month from November through December. Estimated staff and production time totals 260 hours (i.e., 26 meetings using two TCTV personnel at five hours of setup, taping, and takedown).
- (b) **Lacey City Events:** 120 Hours Annually - Taping and production of Lacey city events such as Lacey in Tune, Music in the Park, Children's Entertainment Series, Alternative Fuel Fair – Grand Prix Race, Lacey Loves to Read, Jazz Festival, Fire & Ice Basketball Game (Fire vs. Police), Ethnic Celebration, and other special community events as identified by Lacey's Public Affairs Department. Estimated staff and production time totals 120 hours (i.e., 15 events/performances using two TCTV personnel at four hours of setup, taping, takedown, and post production).
- (c) **Lacey Public Meetings:** 160 Hours Annually - Taping and/or live television broadcasts of Lacey public meetings, and community forums as identified by the Lacey Public Affairs Department. Estimated staff and production time totals 160 hours (i.e., 16 meetings using two TCTV personnel at five hours of setup, taping, takedown, and post production).
- (d) **Lacey Public Service Announcements:** 160 Hours Annually - Concept development/preproduction support, storyboarding/script development support, set location shooting, editing, and post production of thirty-second public service

announcements. Estimated total hours 160 (i.e., Five Public Services Announcements using a two hours for concept development, two hours for story boarding, 12 hours for set location shooting, eight hours for editing, and eight hours post production).

- (e) **Special Programs:** Specific Lacey programming that highlights Lacey services to residents and businesses in the community. Special programs may range in length of three to 15 minutes. Lacey's Public Affairs Department will collaborate with TCTV staff to identify overall production hours necessary for the development of special programs. If production hours are not available to complete the program, the City agrees to pay an hourly rate of \$50 for TCTV staff time.

- (f) **Capital Equipment Procurement:** TCTV shall purchase capital equipment in support of local access television with PEG fees allocated by the City in accordance with federal cable legislation, Lacey's cable franchise with Comcast of Washington IV, Inc., and Section A - Responsibilities of TCTV, paragraph 7 incorporated here to by reference. Capital equipment purchases made with PEG fees will be identified in a "Capital Equipment Plan" approved by the City and the funding jurisdictions of TCTV.

NOTE: Production support identified in the Scope of Services – Section 2 are good faith estimates only. Total production hours identified in the service categories identified above are subject to change depending on priorities. As per the Agreement, TCTV shall allocate a total of 700 production hours. Unused hours will expire at the end of each fiscal year. If Lacey's total hours of production exceed five percent of the total annual allocation , the City will pay a production rate of \$50 for TCTV staff time for each hour over five percent.

TCTV shall provide the City with a minimum of one copy in DVD format of all programs produced under Direct Services 2 (a), (b), (c), (d), and (e). Additional copies will be charged at a flat rate of \$5.

ADDENDUM D

Program Scheduling Process for the Government Access Channel

Government Access Programming is presently broadcast on Comcast cable system's channel 3. This channel is shared with the City of Olympia and Thurston County. From time to time, but no less than annually, TCTV shall, in cooperation with the Thurston County and the cities of Lacey and Olympia, review and modify rules and procedures regarding the equitable scheduling and use of channel 3.

The following shall be used to guide the equitable scheduling and use of channel 3.

Time	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Time
12:00 AM								12:00 AM
12:30 AM								12:30 AM
01:00 AM								01:00 AM
01:30 AM								01:30 AM
02:00 AM								02:00 AM
02:30 AM								02:30 AM
03:00 AM								03:00 AM
03:30 AM								03:30 AM
04:00 AM								04:00 AM
04:30 AM								04:30 AM
05:00 AM								05:00 AM
05:30 AM								05:30 AM
06:00 AM								06:00 AM
06:30 AM								06:30 AM
07:00 AM								07:00 AM
07:30 AM								07:30 AM
08:00 AM								08:00 AM
08:30 AM								08:30 AM
09:00 AM								09:00 AM
09:30 AM								09:30 AM
10:00 AM	Classic Arts	10:00 AM						
10:30 AM								10:30 AM
11:00 AM								11:00 AM
11:30 AM								11:30 AM
12:00 PM								12:00 PM
12:30 PM								12:30 PM
01:00 PM								01:00 PM
01:30 PM								01:30 PM
02:00 PM								02:00 PM
02:30 PM	Lacey					Olympia	Thurston	02:30 PM
03:00 PM								03:00 PM
03:30 PM								03:30 PM
04:00 PM								04:00 PM
04:30 PM								04:30 PM
05:00 PM								05:00 PM
05:30 PM								05:30 PM
06:00 PM								06:00 PM
06:30 PM								06:30 PM
07:00 PM		Oly Mtg	Port Mtg	Lacey Mtg	County Conn.			07:00 PM
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Time	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Time