CONTRACT NO: ___________________________

BEWEEN THE CITY OF PALO ALTO ON BEHALF OF THE

JOINT POWERS AND THE MIDPENINSULA COMMUNITY MEDIA
CENTER, INC. FOR PUBLIC, EDUCATION AND GOVERNMENT
ACCESS CHANNEL SUPPORT SERVICES

This AGREEMENT, dated __________, 2011, is entered into by and between
the CITY OF PALO ALTO, a California municipal corporation, ON BEHALF OF THE JOINT
POWERS ("City"), and the MIDPENINSULA COMMUNITY MEDIA CENTER, INC., a
California nonprofit corporation ("Media Center"), in reference to the following facts and
circumstances:

RECITALS:

1. The City is a party to the Amended and Restated Joint Exercise of Powers
Agreement, dated June 23, 2008, and as hereinafter may be amended ("JPA Agreement"), by and
between the Cities of Palo Alto, East Palo Alto and Menlo Park, the Town of Atherton and the
Counties of San Mateo and Santa Clara (collectively, "Joint Powers" or "JPA"), and is
authorized to act on behalf of the JPA members.

2. The City desires to provide support for the use of cable television public,
educational, and government ("PEG") access channels provided pursuant to federal, state and
City law.

3. Pursuant to the Digital Infrastructure and Video Competition Act of 2006,
codified at Cal. Util. Code §§ 5800 et seq. ("DIVCA"), the California Public Utilities
Commission ("CPUC") has granted separate video franchises to AT&T and Comcast to serve
areas that include the jurisdictions of the JPA members. (AT&T, Comcast and any other entity
franchised by the CPUC as a video service provider to provide video service within the
jurisdictional area of any JPA member is hereinafter referred to individually as “Cable Company”
and collectively as “Cable Companies".)

4. DIVCA permits, and the City’s Cable Television Ordinance No. 4636,
adopted May 8, 2000, provides that (A) the City may designate a nonprofit access management
entity ("Access Corporation") to operate and administer PEG access facilities, equipment and
channels ("PEG Facilities" or "PEG Facilities and Channels," as appropriate), (B) certain channel
capacity shall be provided by Cable Companies for PEG access, (C) certain ongoing payments
shall be made by Cable Companies for PEG Facilities, and (D) certain services shall be provided
by Cable Companies to support the operations of the PEG Facilities and Channels.

5. By an Agreement between the City, on behalf of the JPA, and Silicon
Valley Community Communications, Inc. ("SVCC"), dated July 24, 2000 ("City/SVCC
Agreement"), SVCC agreed, among other things, to make certain funds available to, and furnish certain services, facilities and equipment to, the Access Corporation.

6. By an Agreement of Merger, dated as of August 20, 2001 ("Merger Agreement"), by and between SVCC and Mid-Península Access Corporation ("MPAC"), SVCC was merged into MPAC, with MPAC being the surviving corporation, and MPAC was subsequently renamed Media Center.

7. The City, by City Council resolution of October 22, 2001, has designated the Media Center as the Access Corporation to operate and manage the PEG Facilities and Channels.

8. Media Center has agreed to serve as the Access Corporation designated by the City and to serve the JPA community by providing PEG access facilities, programming and services.

NOW, THEREFORE, in consideration of the recitals and the following mutual covenants, terms and conditions, the parties agree:

SECTION 1. TERM OF AGREEMENT; TERMINATION

1.1 The term of this Agreement is three (3) years, commencing on July 1, 2011, unless it is terminated earlier, as provided in this Agreement.

1.2 This Agreement may be extended, by mutual agreement of the City and Media Center, in writing, for up to two (2) additional two-year periods.

1.3 On or before January 1, 2014, Media Center shall give the City written notice of its intention to seek an extension. If the Agreement is extended, on or before January 1, 2016, Media Center shall give written notice of its intention to seek an additional extension.

1.4 On or before March 31, 2014 (and March 31, 2016, if the Agreement is extended in 2014), the City shall respond to Media Center’s request for an extension, stating either the City’s decision to extend or not to extend. The City shall not be required to provide any reason for approving or denying Media Center’s request.

1.5 A party may terminate this Agreement for convenience, provided that party serves the other party with not less than one hundred eighty (180) days’ prior written notice.
SECTION 2. SCOPE OF SERVICES

2.1 In exchange for City agreeing to designate Media Center as the Access Corporation and for the funding provided by the City to Media Center pursuant to this Agreement, Media Center shall provide the services set forth in Sections 2.2-2.5.

2.2 With respect to the public access channel(s), Media Center shall:

(A) Operate and manage the public access cable channel(s) for public and community access programming purposes, including the primary purpose of administering, coordinating, and assisting on a nondiscriminatory basis requests by the public for use of the public access channel(s).

(B) Provide access to the use of the equipment, facilities, channels, and services provided hereunder on a non-discriminatory basis to all members of the community for non-commercial programming purposes, whether individuals, groups, or organizations, on a first-come, first-served nondiscriminatory basis, pursuant to operating rules promulgated by Media Center. Media Center shall provide access to equipment and facilities to all who satisfactorily complete training classes taught by Media Center or who receive certifications from Media Center which identify users who have satisfied training requirements through means other than that offered in Media Center training classes.

2.3 With regard to the educational access channel(s), it is understood that two educational access channels are currently managed and operated by Stanford University and De Anza Community College, respectively, and that those two institutions shall continue to do so with regard to each institution's respective channel until or unless the City otherwise directs Media Center to operate and manage those channels.

2.4 With regard to the governmental access channel(s), Media Center shall:

(A) Operate and manage the governmental access channel(s) for governmental purposes, including administering, coordinating, scheduling, and assisting JPA members' requests for use of those channel(s). Media Center's governmental access channel responsibilities shall include program acquisition and production, program scheduling, live cablecasting of local agency meetings, coordination of replays of local agency meetings, channel publicity, publication and distribution of a governmental access channel(s)schedule, coordination of channel switching with TCI and any other Cable Company, and maintenance of cable scrolls.

(B) In consultation with the JPA members, develop guidelines for the scheduling and prioritization of governmental access programming requests by JPA members

(C) Media Center shall charge JPA members according to the following schedule of rates in Exhibit A.
2.5 With regard to all PEG access channels generally, Media Center shall:

(A) Manage a video production studio, facility and equipment, and make such studio, facility and equipment available for PEG use at such times and dates as are reasonably determined by Media Center and are consistent with the lawful purpose of PEG access.

(B) Develop policies and procedures for the use and operation of PEG Facilities and Channels that are consistent with the lawful purpose of PEG access, and file such policies and procedures with the City.

(C) Operate and administer the PEG Facilities and Channels in compliance with applicable federal, state and City laws, rules, regulations, and in compliance with the CPUC video service franchises held by the Cable Companies.

(D) Train JPA residents and, upon request, City and school or college employees in the techniques of video production, and provide technical advice in the creation, development and execution of productions. The Media Center may charge JPA residents and school and college employees a nominal fee for such training.

(E) Provide for the playback/cablecasting of programs on the PEG access channel(s). Media Center shall cablecast, at a minimum, the following average numbers of hours of local original, replayed, and outside video-produced programming on the PEG channels:

(i) Fifty-six (56) hours per week on each activated public access channel;

(ii) After a reasonable start-up period, fifty-six (56) hours per week on each activated educational access channel which, subject to Section 2.3, the Media Center is responsible for operating and managing; and

(iii) Fifty-six (56) hours per week on each government access channel.

(F) Provide regular maintenance and repair of all video equipment purchased with monies received pursuant to this Agreement or received pursuant to City law and the Cable Companies’ CPUC video service franchises.

(G) Support special needs groups, including but not limited to the hearing impaired, in program production through training and other means.

(H) Actively promote the use and benefit of the PEG Facilities and Channels to cable subscribers, the public, PEG access users, and the Cable Companies.
(i) Undertake other PEG access programming activities and services as may be deemed appropriate by the City or Media Center and consistent with the obligation to facilitate and promote access programming and to provide non-discriminatory access.

SECTION 3. OPEN ACCESS TO CHANNELS

3.1 Media Center shall provide access to the PEG access channel(s) to eligible users regardless of their viewpoint, subject to FCC rules and regulations and other applicable laws. Neither the City, the Cable Companies, nor Media Center shall have the authority to control the content of programming placed on the public access channel(s) so long as such programming is lawful. Nothing in this Agreement shall be interpreted or construed to prevent Media Center, the City, or a Cable Company from producing or sponsoring programming, underwriting programming, or engaging in activities designed to promote the production of certain types of programming or use by targeted groups, consistent with applicable laws and rules governing the use of PEG channels. Media Center may promulgate and enforce policies and procedures that are designed to promote the local use of the channel(s) and make the programming accessible to the viewing public, consistent with such appropriate time, manner, and place regulations that provide for and promote the use of PEG Facilities and Channels.

SECTION 4. INDEMNITY; LIMITATION OF LIABILITY

4.1 Media Center shall indemnify and defend the City, and its elected and appointed officers and employees (an “Indemnified Party” or collectively “Indemnified Parties”), against any third-party claim (a) arising or resulting from or out of the failure to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities, or (b) of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, which claim, directly or indirectly, results from Media Center’s use, or Media Center’s supervision of use by others, of channels, funds, equipment, facilities or staff granted under this Agreement, City law or the Cable Companies’ CPUC video service franchises. Media Center shall pay any costs or damages finally awarded by a court of competent jurisdiction or agreed upon in settlement. Media Center’s obligation under this Section are contingent on Media Center receiving prompt notice of any claim from the applicable Indemnified Party, sole control of the defense and settlement of any dispute (provided that an Indemnified Party may participate in such defense with counsel of its own choice at its own cost), and reasonable cooperation, at Media Center’s sole expense, from the Indemnified Parties.

4.2 IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MEDIA CENTER’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR
TORT OR OTHERWISE, WILL NOT EXCEED $500,000. THIS SECTION DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE.

SECTION 5. COPYRIGHTS

5.1 Before Media Center cablecasts video transmissions, Media Center shall require each person submitting, or responsible for submitting, material for cablecasting (a "Producer") to agree, in writing, as follows:

(A) Each Producer shall obtain the rights to all materials that are cablecast and all clearances from broadcast stations, networks, sponsors, music licensing organizations, and without limiting the foregoing, any and all other persons as may be necessary to transmit the Producer's program material over the PEG access channels that are operated and managed by Media Center; and

(B) Each Producer shall indemnify and hold harmless Media Center and the City, and their officers, agents, employees and volunteers from and against any and all claims, demands, or causes of action, including, without limitation, all liabilities, losses and damages, arising out of or resulting from the use or cablecasting of the Producer's materials over the PEG access channel(s).

5.2 Media Center shall maintain for the term of the applicable statute of limitations copies of all Producer agreements required by Section 5.1 hereof, and shall make such Producer agreements available for City inspection on reasonable notice from the City.

5.3 Media Center shall own the copyright of any programs, which it may choose from time to time to produce. Copyright of programming produced by the public shall be held by such person(s) who produces said programming.

SECTION 6. DISTRIBUTION RIGHTS

6.1 Media Center shall require that all programs produced with funds, equipment, facilities, or staff granted under this Agreement shall be distributed on the channels whose use is authorized by this Agreement. This paragraph shall not be interpreted to restrict other distribution (beyond distribution on channels authorized by this Agreement), so long as such other distribution is consistent with any pertinent guidelines established in the PEG access operating policies and procedures and with applicable law.

SECTION 7. EQUIPMENT AND FACILITIES

7.1 Media Center shall be responsible for maintenance of all equipment and facilities owned, leased or loaned to it under this Agreement or purchased with funds provided pursuant to this Agreement, City law or the Cable Companies' CPUC video service franchises.
7.2 Media Center shall own all equipment and facilities acquired by it and purchased with funds received pursuant to this Agreement, City law or the Cable Companies’ CPUC video service franchises. Upon the termination of this Agreement, any such equipment or facilities purchased with funds received pursuant to this Agreement, City law or the Cable Companies’ CPUC video service franchises shall become the property of the City.

7.3 Media Center shall, upon its dissolution and subject to the approval of the City, transfer all of its assets consisting of City-funded or Cable Company-funded equipment and facilities and the proceeds, if any, to the City, or at the City's option, to such entity or entities designated by the City to manage access, provided that any such entity or entities shall at the time of transfer qualify as a tax exempt organization(s) under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law).

SECTION 8. ADDITIONAL COMMITMENTS

8.1 For purposes of this Section 8, terms in initial capital letters and quotation marks shall have the meaning given to them in the City/SVCC Agreement, and the definition of such terms in the City/SVCC Agreement is incorporated herein by reference.

8.2 Throughout the term of this Agreement and in consideration of the City's agreement pursuant to Section 1.2 of the City/SVCC Agreement to terminate the City/SVCC Agreement, Media Center shall, at a minimum and in addition to Media Center's other obligations hereunder, make the following facilities available for, and devote the following resources to, the acquisition, maintenance and operation of PEG Facilities and Channels for the benefit of the JPA Communities:

(A) Media Center shall maintain and, as necessary, acquire and maintain the "Subleased Facilities", the "New Subleased Facilities", the "Existing Equipment", and the "New Equipment". These facilities and equipment shall, at a minimum, meet the specifications set forth in Sections 2.4-2.9 and Exhibits A and B of the City/SVCC Agreement.

(B) Media Center shall, at a minimum, devote the amount of any remaining "Current Funds" and "Contingent Funds" to the acquisition, maintenance and operation of the PEG Facilities and Channels.

SECTION 9. INSURANCE

9.1 Media Center shall obtain and maintain at its sole cost and expense in full force and effect at all times during the term of this Agreement the insurance as required by this Agreement. The cost of insurance may be included in Media Center's annual budget.
(A) Commercial general liability insurance, including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits of such coverage shall be (1) bodily injury including death, $1,000,000 for each person, each occurrence and aggregate; (2) property damage, $1,000,000 for each occurrence and aggregate.

(B) Fire All Risk Insurance on all equipment and facilities, including fixtures, funded in whole or in part under this Agreement or any franchise agreement with a Cable Company to the value of their replacement cost. The insurance shall include, at a minimum, insurance against loss or damage caused by or beyond the user's control, theft, fire or natural catastrophe. The City shall be shown as lien holder on all policies and certificates.

(C) Full Workers' Compensation Insurance and Employer's Liability within statutory limits as required by California law with one or more insurance carriers with a Best's Key Rating Guide rating of A:VII or higher, which are admitted to transact insurance business in California, and are otherwise satisfactory to the City.

(D) Cablecasters' Errors and Omissions Insurance in an amount not less than $1,000,000, each occurrence and aggregate covering the content of productions which are cablecast on the access channel(s) in, at a minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress; invasion of privacy; plagiarism; and the misuse of musical or literary materials.

(E) With the exception of workers' compensation and employer's liability insurance, the City shall be named as an additional insured on all aforementioned insurance coverage with respect to Media Center's performance under this Agreement. The policies shall provide that no cancellation, major change in coverage or expiration may be affected by the insurance company or Media Center without first giving the City thirty (30) days written notice prior to the effective date of such cancellation or change in coverage. Any insurance or self-insurance maintained by the City, its officers, agents, employees, or volunteers shall be in excess of the Media Center insurance and shall not contribute to it.

(F) Media Center shall file with the City proof of insurance coverage as follows: (1) Commercial General Liability and Workers' Compensation upon the commencement of the employment of the Executive Director; (2) equipment insurance upon the acquisition of any equipment; (3) cablecasters' error and omission insurance within thirty (30) days of the commencement of cablecasting of programming on the designated access channels.
SECTION 10.  NONDISCRIMINATION

10.1 Media Center shall not discriminate against any person, employee or applicant for employment or subcontractor on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.

10.2 Media Center shall not discriminate in the delivery of services on the basis on race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.

SECTION 11.  INDEPENDENT CONTRACTOR

11.1 It is understood and agreed that Media Center is an independent contractor and that no relationship of principal and agent or employer and employee exists between the City and Media Center. If in the performance of this Agreement any third persons are employed by Media Center, such persons shall be entirely and exclusively under the control, direction and supervision of Media Center. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by Media Center, and the City shall have no right or authority over such persons or terms of employment.

SECTION 12.  ASSIGNMENT

12.1 Neither this Agreement, nor any interest herein, nor control of Media Center shall be assigned, encumbered or transferred by Media Center or its current board or members to any other person, either directly or indirectly, except as may be expressly authorized in writing by the City prior to any such assignment, encumbrance or transfer.

SECTION 13.  ANNUAL REPORTS

13.1 Prior to June 30 of each fiscal year, Media Center shall submit to the City an annual report for the preceding fiscal year (January 1 – December 31), which shall contain, at a minimum, the following information:

(A) Statistics on programming and services provided;

(B) Current and complete listing of Media Center’s Board of Directors and officers; and

(C) Year-end financial statements, including a balance sheet, and sources and uses of funds statement and an income statement.
SECTION 14. RECORDS

14.1 Media Center shall maintain all necessary books and records, in accordance with generally accepted accounting principles.

14.2 Upon receipt of a reasonable request of the City, Media Center shall, at any time during its normal business hours, make available to the City or its agents or representatives all of its records with respect to all matters covered by this Agreement.

SECTION 15. FUNDING AND OTHER RESOURCES

15.1 Subject to, and consistent with, the terms and conditions of this Agreement, the City agrees to make the following funds and other resources available to Media Center:

(A) The City agrees to permit Media Center to manage that certain channel capacity that is dedicated for PEG access use by the Cable Companies for PEG access programming purposes.

(B) In accordance with DIVCA, City law, and the federal Cable Communications Policy Act of 1984, as amended, 47 U.S.C. §§ 521 et seq. ("Cable Act"), AT&T, Comcast and any other Cable Company shall provide ongoing funding to the City, equivalent to $0.88 per residential subscriber per month ("PEG Fee"), which the City will provide to Media Center within forty-five (45) days after the City receives such funds from AT&T and Comcast for so long as Media Center is designated by the City as the Access Corporation. Media Center shall use the funds generated from the PEG Fee only in a manner consistent with DIVCA and the Cable Act, such that the PEG Fee shall not be construed to be a "franchise fee" within the meaning of the Cable Act, 47 U.S.C. § 542(g), and as it may hereinafter be amended.

15.2 The provisions of this Agreement, including this Section 15, are subject to the fiscal provisions of the City Charter and the City Code.

SECTION 16. ANNUAL PLAN AND BUDGET

16.1 On or before December 15 of each fiscal year in which this Agreement is in effect, Media Center shall provide to the City an annual plan and budget, outlining the activities and programs that are planned for the following fiscal year with funds and channel(s) received from the City.

On or before December 31 of each fiscal year, the City may comment upon Media Center’s annual plan and budget, and Media Center shall take the City’s comments into account when it finalizes the annual plan and budget.
Media Center will consult with the City when considering any major changes in the direction of its budgeted activities and programs.

SECTION 17. RECEIPT AND EXPENDITURE OF FUNDS

17.1 Media Center shall spend funds received from the City and the Cable Companies solely for the purposes listed in its annual plan and budget and in accordance with this Agreement. Funds that are not expended in the year covered by the annual plan and budget may be carried over by Media Center into succeeding years. Upon the expiration or termination of this Agreement, all funds received from the City and the Cable Companies and not spent by Media Center shall be returned to the City within thirty (30) of the expiration date or termination date. Media Center shall establish all reasonably necessary fiscal control and accounting procedures to assure the proper disbursement and accounting of funds received from the City.

SECTION 18. DEFAULT; REMEDIES FOR DEFAULT

18.1 Media Center shall be in default of this Agreement if it fails to perform any of its material obligations under this Agreement. If Media Center fails to cure a default within forty-five (45) days, the City shall give written notice to Media Center that it has materially breached this Agreement, and the notice of termination shall become effective on the date specified in the notice by the City.

18.2 Section 18.1 notwithstanding, Media Center shall be in immediate default of this Agreement if any of its officers, employees, or agents misappropriates public funds provided to Media Center under this Agreement by the City or any Cable Company pursuant to City law or the Cable Company's CPUC video service franchise, or if it fails to obtain and maintain its tax exemption status under Section 501(c)(3) of the Internal Revenue Code of 1986.

18.3 Upon the termination of this Agreement, Media Center shall immediately transfer to the City all equipment, real property, fixtures, contracts, leases, deposit accounts or other assets received by or purchased by Media Center with funds received pursuant to this Agreement, City law or the Cable Companies' CPUC video service franchises.

SECTION 19. NOTICES

19.1 All notices and other communications to be given by either party may be given, in writing, by depositing the same in the United States mail, postage prepaid and addressed to the appropriate party, as follows:

To City: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303
To Media Center: Midpeninsula Community Media Center, Inc.
900 San Antonio Road
Palo Alto, CA 94303

19.2 Any party may change its address for notice by written notice to the other party at any time.

SECTION 20. MISCELLANEOUS PROVISIONS

20.1 Time is of the essence in this Agreement in the performance of all covenants, terms and conditions of this Agreement.

20.2 Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

20.3 This Agreement shall be governed and interpreted in accordance with the laws of the State of California, without regard to its conflicts of law rules or principles.

20.4 This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.

20.5 Except to the extent that certain terms and specifications of the City/SVCC Agreement are incorporated by reference in Section 8 hereof, the City/SVCC Agreement is hereby terminated.

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IN WITNESS WHEREOF, the parties by their duly appointed representatives have executed this Agreement as of the date written above.

ATTEST:

[Signature]
City Clerk

CITY OF PALO ALTO

[Signature]
Mayor

APPROVED AS TO FORM:

[Signature]
Senior Asst. City Attorney

MIDPENINSULA COMMUNITY MEDIA CENTER, INC.

[Signature]
By: [Name]

APPROVED:

[Signature]
City Manager

Title: BOARD PRESIDENT

[Signature]
By: [Name]

Director of Administrative Services

Title: BOARD VICE PRESIDENT

[Signature]
Name: [Name]

[Signature]
Name: [Name]
AMENDMENT NO. 1 TO CONTRACT NO. C12142180
BETWEEN THE CITY OF PALO ALTO ON BEHALF OF THE JOINT POWERS AND THE MIDPENINSULA COMMUNITY MEDIA CENTER, INC.
FOR PUBLIC, EDUCATION AND GOVERNMENT ACCESS CHANNEL SUPPORT SERVICES

This Amendment No. 1 to Contract No. C12142180 ("Contract") is entered into March 12, 2018, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and MIDPENINSULA COMMUNITY MEDIA CENTER, INC., a California nonprofit corporation, located at 900 San Antonio Rd, Palo Alto, CA 94303 ("CONSULTANT").

RECATALS

A. The Contract was entered into between the parties for the provision of public, education and government access channel support services.

B. CITY intends to extend the term to December 31, 2018.

C. The parties wish to amend the Contract.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1. Section 2 TERM is hereby amended to read as follows:

"SECTION 2. TERM. The term of this Agreement shall be from the date of its full execution through December 31, 2018 unless terminated earlier pursuant to Section 19 of this Agreement."

SECTION 2. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

APPROVED AS TO FORM:

MIDPENINSULA COMMUNITY MEDIA CENTER, INC.

DocuSign Details:

Date: July 20, 2016

City Attorney

City Manager

President

Vice President
AMENDMENT NO. 2 TO CONTRACT NO. C12142180
BETWEEN THE CITY OF PALO ALTO ON BEHALF OF THE JOINT POWERS AND THE
MIDPENINSULA COMMUNITY MEDIA CENTER, INC.
FOR PUBLIC, EDUCATION AND GOVERNMENT ACCESS CHANNEL SUPPORT SERVICES

This Amendment No. 2 to Contract No. C12142180 ("Contract") is entered into December 11, 2018, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and MIDPENINSULA COMMUNITY MEDIA CENTER, INC., a California nonprofit corporation, located at 900 San Antonio Rd, Palo Alto, CA 94303 ("CONSULTANT").

RECITALS

A. The Contract was entered into between the parties for the provision of public, education and government access channel support services.

B. CITY intends to extend the term to June 30, 2019.

C. The parties wish to amend the Contract.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1. Section 2 TERM is hereby amended to read as follows:

"SECTION 2. TERM. The term of this Agreement shall be from December 31, 2018 through June 30, 2019, unless terminated earlier pursuant to Section 19 of this Agreement."

SECTION 2. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

MIDPENINSULA COMMUNITY MEDIA CENTER, INC.

[Signature]
Sue Purdy Pelosi
President

APPROVED AS TO FORM: