

**FIRST AMENDMENT  
TO  
SERVICE PROVIDER AGREEMENT  
FOR  
Regional Fire Authority Planning**

This First Amendment ("Amendment") is dated effective this 19<sup>th</sup> day of July, 2022, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and THE ATHENA GROUP, a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective January 13, 2022, whereby the SERVICE PROVIDER agreed to provide facilitation services for the Regional Fire Authority Planning Committee ("Agreement").

B. Pursuant to that original Agreement, the SERVICE PROVIDER has facilitated ten (10) Regional Fire Authority Planning Committee meetings and more than twenty-one (21) staff meetings as part of preparing a recommendation on the formation of the Regional Fire Authority, in excess of the estimated amount to work anticipated in the original Agreement. The project has proven to be more complicated than originally expected because of issues related to the Fire Benefit Charge being new to Thurston County, the addition of Transport and CARES elements to the Authority, and outstanding collective bargaining agreements with both jurisdictions. These additional factors have caused additional work and workhours for the consultant beyond those originally expected..

C. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

D. The CITY and the SERVICE PROVIDER desire to amend the Agreement to add additional services and increase the compensation paid to the SERVICE PROVIDER for providing the additional services.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. SCOPE.

Section 1 of the Agreement is amended to provide for additional services as more particularly described and detailed in Exhibit "A-1," attached hereto and incorporated herein.

2. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services described in Exhibit "A-1", Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount not to exceed ONE HUNDRED FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$105,750.00). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement and this First Amendment shall be an amount not to exceed TWO HUNDRED FIVE THOUSAND SIX HUNDRED FIFTY DOLLARS (\$205,650.00).

3. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:  
CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

APPROVED AS TO FORM:

\_\_\_\_\_  
Debbie Sullivan, Mayor

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

**SERVICE PROVIDER:**  
**THE ATHENA GROUP**  
 112 4<sup>th</sup> AVE E. Suite 200  
 Olympia, WA 98501

Signature (Notarized – see below)  
Printed Name: Faith Trimble  
Title: Founder and Partner

*(Notary for service provider only)*

State of Washington )  
 ) ss  
County of \_\_\_\_\_)

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:\_\_\_\_\_

(Signature)  
Notary Public in and for the State of Washington  
My appointment expires \_\_\_\_\_

**SCOPE OF SERVICES FOR FIRST AMENDMENT  
TO  
SERVICE PROVIDER AGREEMENT  
FOR  
Regional Fire Authority Planning**

Task 1: Facilitation

Additional Meetings with preparation time beyond the original scope:

- 4 City Council meetings (16 hours)
- 2 public outreach events (16 hours)
- 8 RFA Planning Committee meetings (208 hours)
- 17 staff meetings (170 hours)

Additional direct consulting on financial, organization, and budget issues: 60 hours

TOTAL Additional Hours:           470