

**AMENDMENT NO. 1**

**TO AGREEMENT FOR CONTRACT SERVICES**

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and MEDIASTAR, INC., a California corporation (“Consultant”) is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

**RECITALS**

A. City and Consultant entered into that certain Agreement for Contractual Services dated April 1, 2021 (“Agreement”) whereby Consultant agreed to provide A/V related services for City for two (2) years for a total contract sum of \$130,400.

B. Due to an increased number of public City meetings, City and Consultant desire to increase the contract sum by \$40,000 to cover the costs of operating the City’s A/V system for additional public City Council and other meetings.

C. Additionally, City and Consultant desire to increase the contract sum by \$59,891 in order to update the City’s A/V system in the City Council Chambers to accommodate social distancing between Council Members in light of COVID-19.

D. City and Consultant now desire to amend the Agreement to add the above additional services for a total not-to-exceed contract sum of \$230,291.

**TERMS**

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in *bold italics*, deleted text in ~~strike through~~).

**A. Section 2.1, Contract Sum, is hereby amended as follows:**

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~One Hundred Thirty Thousand Four Hundred Dollars (\$130,400)~~ ***Two Hundred Thirty Thousand Two Hundred Ninety One Dollars (\$230,291.00)*** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

**B. Section I.E. shall be added to Exhibit A, Scope of Services, as follows:**

**“E. Council Chambers Upgrades to A/V system:**

***1. HD PTZ cameras (“straight shot” configuration, 1 per person and wide coverage) – 12 units***

2. *PTZ Optics – long shot to dais (Mayor) – 1 unit*
3. *Camera mounts – replace legacy camera mounts*
4. *PTZ Optics 4D IP Joystick Controller (GEN3)*
5. *Replace network hubs/switches for cameras*
6. *Certify legacy cabling for HD*
7. *Audio Upgrade Work*
  - (a) *Replace legacy microphone with high definition microphones (plug compatible)*
  - (b) *Certify audio cable for HD signals*
  - (c) *Audio software upgrade for HD*
  - (d) *Programming DSP (open source, no passwords on these files)*
8. *New Council Members Work*
  - (a) *Reprogramming legacy keypads for new Council Members*
  - (b) *Change voting system for new locations (rewire rack for this)*
  - (c) *Change signal path to City Clerk and studio (rewire rack for this)*
9. *Fast switching for HD signals*
  - (a) *SD VDI at dais*
  - (b) *SDI cabling in dais for presentation*
  - (c) *HDMI-SDI for presentation inputs*
10. *6 inputs for presentation at the dais*
  - (a) *Added input capacity (Kramer VS-81 HD) (network controlled presentation switch)*
  - (b) *Network cabling to studio*
  - (c) *HD-SDI Cable to studio*
  - (d) *HDMI to SDI for presentations*
11. *Training”*

**C. Section I of Exhibit “C”, Schedule of Compensation, is hereby amended as follows:**

I. Consultant shall perform the following tasks at the following rates:

Task A		\$62,400
Task B		\$24,000
Task C		<del>\$40,000</del> <b>\$80,000*</b>
Task D		\$4,000**
<i>Task E</i>		
<i>Task E(1)</i>	<i>HD PTZ cameras (“straight shot” configuration, 1 per person and wide coverage) – 12 units</i>	<b>\$20,400</b>
<i>Task E(2)</i>	<i>PTZ Optics – long shot to dais (Mayor) – 1 unit</i>	<b>\$1,800</b>
<i>Task E(3)</i>	<i>Camera mounts – replace legacy camera mounts</i>	<b>\$1,595</b>
<i>Task E(4)</i>	<i>PTZ Optics 4D IP Joystick Controller (GEN3)</i>	<b>\$650</b>
<i>Task E(5)</i>	<i>Replace network hubs/switches for cameras</i>	<b>\$158</b>
<i>Task E(6)</i>	<i>Certify legacy cabling for HD</i>	<b>\$1,500</b>
<i>Task E(7)</i>	<i>Audio Upgrade Work</i>	
	<i>(a) Replace legacy microphone with high definition microphones (plug compatible)</i>	<b>\$6,000</b>
	<i>(b) Certify audio cable for HD signals</i>	<b>\$1,875</b>
	<i>(c) Audio software upgrade for HD</i>	<b>\$2,420</b>
	<i>(d) Programming DSP (open source, no passwords on these files)</i>	<b>\$2,650</b>
<i>Task E(8)</i>	<i>New Council Members Work</i>	

	<i>(a) Reprogramming legacy keypads for new Council Members</i>	<i>\$275</i>
	<i>(b) Change voting system for new locations (rewire rack for this)</i>	<i>\$175</i>
	<i>(c) Change signal path to City Clerk and studio (rewire rack for this)</i>	<i>\$300</i>
<i>Task E(9)</i>	<i>Fast switching for HD signals</i>	
	<i>(a) SD VDI at dais</i>	<i>\$198</i>
	<i>(b) SDI cabling in dais for presentation</i>	<i>\$230</i>
	<i>(c) HDMI-SDI for presentation inputs</i>	<i>\$199</i>
<i>Task E(10)</i>	<i>6 inputs for presentation at the dais</i>	
	<i>(a) Added input capacity (Kramer VS-81 HD) (network controlled presentation switch)</i>	<i>\$3,295</i>
	<i>(b) Network cabling to studio</i>	<i>\$50</i>
	<i>(c) HD-SDI Cable to studio</i>	<i>\$520</i>
	<i>(d) HDMI to SDI for presentations</i>	<i>\$1,194</i>
<i>Task E Sales Tax</i>		<i>\$4,661</i>
<i>Task E(11)</i>	<i>Training</i>	<i>\$1,600</i>
<i>Task E Labor</i>		<i>\$8,156</i>
TOTAL		<i>\$130,400 \$230,291</i>

\* Cost is \$750 per remote meeting.

\*\* As needed and directed by Contract Officer.

**D. Section V. of Exhibit “C”, Schedule of Compensation, is hereby amended as follows:**

“V. The total compensation for the Services shall not exceed ~~\$130,400~~ **\$230,291**, as provided in Section 2.1 of this Agreement.”

**E. Section I. of Exhibit D, Schedule of Performance, shall be amended as follows:**

“Consultant shall perform all services timely in accordance with the following schedule:

All tasks will be performed in accordance with the Scope of Services from the effective date of this Agreement for a period of two (2) years thereafter.

Task D shall be performed approximately during the last six (6) months of the Term, if needed and as directed by the Contract Officer.

***Task E shall be completed by September 30, 2021.”***

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

ATTEST:

\_\_\_\_\_  
John W. Carroll, Sr., Chief Deputy City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[ndp]

CONSULTANT:

MEDIASTAR, INC., a California corporation

By: \_\_\_\_\_  
Name: DAVE PERRAS  
Title: PRESIDENT

By: \_\_\_\_\_  
Name: LESLIE CLAUVEY  
Title: SECRETARY

Address: 702 Mangrove Avenue, #221  
Chico, CA 95926-3948

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2021 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____	_____
TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
_____	_____
<b>SIGNER IS REPRESENTING:</b>	DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE



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