

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

MEDIASTAR INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
MEDIASTAR INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of March, 2020 by and between the CITY OF CARSON, a California municipal corporation (“City”) and MEDIASTAR INC., a California corporation (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. City has sought the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson’s Municipal Code (“CMC”), City has waived the requirements of a formal bid pursuant to Section 2611(e) of Chapter 6, of Article II of the CMC and has the authority to enter into and execute this Agreement.

D. City may waive formal bidding requirements if the services contemplated can be purchased from the manufacturer or service provider for a lower price.

E. Consultant is the manufacturer or service provider of certain City-purchased audio/visual equipment and, given Consultant’s familiarity with its own proprietary equipment and software, Consultant can provide services contemplated herein with over \$4,500 in savings compared to similar services from other vendors.

F. On October 31, 2019, City and Consultant entered into a certain Agreement for Contract Services whereby Consultant agreed to repair and replace the Council Chambers’ audio/video system, repair and replace the studio equipment and configuration, and test and verify all equipment, software, and components are in working order.

G. City now requires maintenance services on that certain purchased and installed proprietary audio/visual equipment and software in addition to existing equipment.

H. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve

work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein

by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

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 **Fifty Three Thousand Dollars (\$53,000)** (“Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause

Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1)

years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit D).

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant (“Principals”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Leslie Clavey</u> (Name)	<u>PEG Specialist / Secretary</u> (Title)
<u>David Perras</u> (Name)	<u>Senior Project Manager</u> (Title)
<hr/> (Name) (Title)	

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant’s officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City’s employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Kevin Kennedy, IT Manager or such person as may be designated by the City Manager. It shall be the Consultant’s responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the

Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not

less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE
CANCELLED BEFORE THE EXPIRATION DATED THEREOF,
THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY
ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER
NAMED HEREIN.

[to be initialed]

Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by

Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to

this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation,

partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate 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. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[MES]

CONSULTANT:

MEDIASTAR INC.

By: _____

Name:

Title:

By: _____

Name:

Title:

Address: _____

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 _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

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

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 _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

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<input type="checkbox"/> TRUSTEE(S)		<hr/> NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR		
<input type="checkbox"/> OTHER _____		
<hr/> SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		<hr/> DATE OF DOCUMENT
<hr/>		<hr/> SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Regular AV Studio Services. Consultant will be available 24 hours a day and 7 days a week (including, but not limited to, days designated as City Council meetings) to perform the following Services:

- A. Onsite service labor for trouble-shooting and repairs to covered equipment (i.e., all equipment listed in Exhibit "A-1," Covered Equipment List, which list may be amended by the City from time to time), including, but not limited to, onsite service labor for:**
 - 1. system architecture;
 - 2. equipment failure;
 - 3. signal flow; and
 - 4. control and audio software programming testing and debugging of existing code, which have been provided by Consultant.
- B. Repairs to all covered equipment (consumable parts such as CRT's, plasma, LCD panels and DLP color wheels are not covered under this Agreement; replacement lamps are expressly covered under this Agreement). Covered equipment is listed in Exhibit "A-1," Covered Equipment List (which list may be amended by the City from time to time).**
- C. Express freight service to and from the site.**
- D. Preventative Maintenance Visits:**
 - 1. Two (2) preventative maintenance visits will be provided annually during the term of the Agreement.
 - 2. The timing of the two preventative maintenance visits with respect to each other shall be scheduled so as to provide maximum serviceability and maintenance to the City.
 - 3. Each preventative maintenance visit shall include, but not be limited to, the following services:
 - a. Analyze the state of the system, repair as much as possible on site, remove for service any item needing factory repair as determined by an Consultant technician (subject to agreement with City) and present a status report.
 - b. Realign the video projection systems for optimum visual performance (if applicable).
 - c. Determine whether there are any operational problems, which have

resulted from system malfunction or operator misunderstanding.

- d. Complete a general cleaning and overall system health check of the equipment as appropriate.
4. The scheduling of each preventative maintenance visit will be as follows:
 - a. The visit will be scheduled at least seven (7) days in advance with the City's staff member responsible for the operation of the system.
 - b. The City's staff member responsible for the operation of the system must be available for comment and questions throughout the visit.
 - c. The visit will take place during normal business hours, between 8:00 a.m. and 5:00 p.m., Monday through Thursday, excluding holidays.
 - d. Any concerns about the correct functioning of the system must be directed to the designated Consultant account representative or servicer three (3) days before the visit in order to allow parts to be delivered to the site.

E. Emergency Service Calls:

1. For technical support, Consultant's Help Desk will be available 24 hours a day and 7 days a week, including holidays, by calling the office number (530) 828-8772. For issues that require remote support, Consultant shall provide a remote support technician(s) within 24-hours (Monday through Thursday (excluding holidays)) after receiving notice of the reported issue.
2. The amount of technical phone support available to the City is unlimited.
3. If the City's system ceases to function in any material way, the procedure for facilitating emergency service will be as follows:
 - a. The responsible City staff member will place an emergency service call to the Consultant Help Desk.
 - b. The responsible City staff member will be able to engage in telephone troubleshooting with the Consultant Support Specialist within 24 hours of placing the emergency service call and requesting assistance. If they are able to resolve the problem, the service requirement ceases then and there.
 - c. In the event that telephone troubleshooting does not resolve the problem, the service center will arrange for a site visit within 48 hours of the telephone troubleshooting assistance, Monday through Thursday (excluding holidays), to provide necessary on-site service.
 - d. Consultant's local employees and/or agents will provide a report of

every incident to the City. Full records will be kept at the Consultant's Chico, CA service center.

4. If defective equipment must be repaired or replaced, the following guidelines will apply:
 - a. In the event of equipment failure (including any and all equipment identified in Exhibit "A-1," Covered Equipment List, which list may be amended by the City from time to time), the item will be removed and repaired or replaced, as determined to be appropriate by the service technician. If the equipment is to be repaired, Consultant reserves the right to decide, on a case-by-case basis, whether to repair the item of equipment in its own shop or to return it to the manufacturer.
 - b. If equipment is removed for repair, Consultant will endeavor to minimize the impact of the removal of that item on system operation while the item is in the shop for repair. However, it is not possible to guarantee any particular level of system operation under these circumstances.
 - c. After a defective item is repaired, the service technician will replace the item in the system and perform a system test to ensure correct operation.
 - d. A complete database of equipment and serial numbers will be assembled and kept in the Consultant Service Software Tracking System.

F. Field Service Report. Subsequent to the each performance of the Services pursuant to this Section I, Consultant shall promptly provide to City a completed field service report, in a form substantial similar to the sample report provided herein as Exhibit A-2 (the "Field Service Report").

II. Council Chamber AV Operator(s). Consultant shall provide two (2) personnel or authorized employees to be on-site in council chambers at City Hall on each designated City Council meeting date. Consultant's personnel or authorized employees shall assist the City's Information Technologies department, at the direction of the Information Technologies Manager, to manage, conduct and operate the audio/visual equipment during the designated City Council meetings. For example purposes only, the following is a non-exclusive list of examples of what type of services will be requested:

- A. Operate and control the timers;
- B. Operate and control the voting systems;
- C. Operate and control the speaking queues;
- D. Monitor and adjust audio, video, recording capabilities;

- E. Adjust microphones, including but not limited to wireless microphones;
- F. Operate and control AV systems/screens;
- G. Construct, modify, and operate AV Visio templates created for voting screens;
- H. Display city staff, consultant, or community presentations;
- I. Operate and control the broadcast of City Council meetings; and
- J. Monitor and correct issues with City's internet systems.

III. Ad Hoc Projects. Consultant will perform specified ad hoc projects not covered by Section I or Section II above, as requested in writing by the Contract Officer, on an on-call basis.

- A. Consultant will provide support services for any audio/visual ad-hoc projects not covered expressly by the troubleshooting and repair services in Section I or Section II of this Exhibit "A". The ad-hoc services shall be related to configuring the equipment and software. For example purposes only, previous requests for such ad hoc projects performed in the past are listed below to provide a non-exclusive list of examples of what type of services are covered:
 - 1. Adjusting audio capabilities of microphones;
 - 2. Programing system to have ability to display presentation on all Councilmember monitors;
 - 3. Displaying "request to speak" on all Councilmember monitors and not just on the presiding officer's control panel display;
 - 4. Providing ability to change speaker time from three minutes to either five minutes or ten minutes;
 - 5. Providing ability to change individual microphone volume without affecting all of the microphones.
- B. Consultant must perform all on-call ad hoc projects in compliance with the following requirements:
 - 1. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
 - 2. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".
 - 3. Contract Officer shall in writing approve, modify or reject the Task Proposal. The Contract Officer shall provide a valid purchase order referencing the

submitted Task Proposal and reflecting the line item detail of the Task Proposal provided by the Consultant, to confirm authorization of price to complete and scope of work.

4. The task shall be performed at a cost not to exceeding the Task Budget.
5. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

C. No ad hoc projects as provided for in this Section III shall be performed until the Contract Officer has agreed in writing to the fees and/or rates to be charged by Consultant for the performance of a requested ad hoc projects. Such ad hoc projects to be provided, at the request in writing of the Contract Officer pursuant to requirement by the City Council, are to be paid for through City of Carson PEG Account No. 247-50-520-101-8003 through invoices submitted pursuant to Section IV of Exhibit "C," Schedule of Compensation. Prior to the Contract Officer agreeing in writing to the fees and/or rates to be charged by Consultant for the performance of a requested ad hoc projects, the Contract Officer shall confirm that adequate funds remain allocated in City PEG Account No. 247-50-520-101-8003 to cover the entire anticipated cost to the City.

IV. Consultant will perform all Services (whether pursuant to Section I, Section II or Section III above) for the City pursuant to the following conditions, requirements and/or warranties:

- A. This Agreement covers all of the equipment identified in Exhibit "A-1," Covered Equipment List, which list may be amended by the City from time to time.
- B. Consultant, not a subcontractor, or Consultant's authorized employees listed in Section VI. of this Exhibit "A" will perform all service labor covered by this Agreement.
- C. The Consultant Service Group can be reached anytime by calling the office number (530) 828-8772.
- D. The Consultant Service Group is also available by email at *DaveP2006@Mediastar-SG.com*.
- E. A Return Material Authorization ("RMA") number for repair can be requested through calling the office number (530) 828-8772 or through the RMA request form provided by Consultant.
- F. Consumables, including lamps, are not covered under this proposal. To procure any such items, the City shall submit a request to Consultant. Consultant will promptly provide a quote for approval, as per Section 1.8 of this Agreement or by purchase order.
- G. Consultant has provided all system control, and audio DSP programming for the existing audio visual system supported for the City Council chamber located at 701

East Carson St., Carson, CA. Consultant supports the system hardware, system architecture, and programming as currently installed and integrated. Any future changes or upgrades to hardware, system architecture, and/or programming functionality shall be supplied on a time and materials basis. Work shall be estimated in advance of execution and will require a purchase order to execute.

- H. The City must provide lifts and ladders needed to safely access all covered equipment.
- I. All equipment must be in working condition at the time this Agreement is executed. If any equipment is not in working condition at the time the proposal is executed, any and all expenses and costs incurred to repair such faulty equipment (not in working condition at the time the proposal is executed) will be the responsibility of City.
- J. Equipment that is end of life or deemed unrepairable by the manufacturer can be replaced or upgraded on a time and materials basis.
- K. Expert technicians are assigned to City's location for all of the City's Audio-Visual support needs. Expert technicians shall be reached by calling Consultant's Help Desk.

V. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

- A. **Preventative Maintenance Visit Report.** Subsequent to a preventative maintenance visit (as described in more detail in Section I(D) of this Exhibit "A," Scope of Services), Consultant will timely provide a report similar in substance to the sample Field Service Report provided as Exhibit A-2.
- B. **Emergency Service Call Report.** Subsequent to an emergency service call (as described in more detail in Section I(E) of this Exhibit "A," Scope of Services), Consultant's local employees and/or agents will timely provide a report similar in substance to the sample Field Service Report provided as Exhibit A-2.
- C. **Ad Hoc Project Documentation.** Subsequent to provision of an ad hoc project (as described in Section III of this Exhibit "A," Scope of Services), Consultant will timely provide as-built documents with information on new technologies provided, and system drawings to reflect new additions only in the audio visual system. If any further issues present themselves during the execution of the scope of work, those issues shall be reported in writing to the Contract Officer with recommendations of additional scope of work to address those issues. The Contract Officer can provide a written request for another ad hoc project to address additional scope of work if the additional scope recommendation is desired.

VI. All work performed is subject to review and acceptance by the City, and must be reasonably revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

VII. Consultant will utilize the following personnel to accomplish the Services:

- A. Leslie Clavey, PEG Specialist / Secretary**
- B. David Perras, Senior Project Manager**
- C. Ernesto Flores, Broadcast Engineer**

EXHIBIT “A-1”
COVERED EQUIPMENT LIST

CONTROL ROOM				
IDX	ID	MANUFACTURER	MODEL	DESCRIPTION
1	ALS01-01	LISTEN	LT-800-072-01	Assisted Listening Receiver
2	AMP01-01	CROWN	CTs-600	70V 'Power Amplifier
3	AMP02-01	TOA	A-912MK2	70V 'Power Amplifier
4	AMP03-01	TOA	P-912MK2	70V 'Power Amplifier
5	AMP04-01	EXTRON	XPA 2001	70V 'Power Amplifier
6	AMP05-01	RDL	RU-MLD4T	Audio Distribution Amplifier
7	ANT01-01	SHURE	UA844-SWB	Antenna Distribution System
8	CLK02-01	DSAN	PRO-2000	Speaker Timer Controller
9	CNV01-01	EXTRON	DSC HD-3G A	HDMI to SDI Scaler
10	CNV02-01	EXTRON	USP 405	Analog Video Signal Scaler
11	CNV03-01	MAXCOM	MAX 3257 T	Broadcast Transmitter
12	CNV04-01	GE	B746AVR	Fiber Extender Receiver
13	CNV05-01	EXTRON	IN1502	Signal Converter
14	CNV06-01	ATLONA	AT-HD420	Signal Converter
15	CPU01-01	HP	MIS2021	PC For Camera Switching Interface
16	CPU02-01	DELL	PRECISION T3610	PC For Presentation System Interface
18	CTL01-01	CRESTRON	CP3N	Control Processor
19	CTL02-01	CRESTRON	PRO2	Control Processor
20	CTL03-01	CRESTRON	TPS-GA-TPI	Control System Interface
21	CTL04-01	CRESTRON	TPS-TPI	Control System Interface
22	DSP01-01	BIAMP	AUDIA FLEX	Audio Digital Signal Processor
23	DSP01-02	BIAMP	AUDIA FLEX	Audio Digital Signal Processor
24	DVD01-01	SONY	SLV-D560P	DVD/VHS combo Player
25	EXT02-02	CRESTRON	DM-Tx-201-C	DM Extender Transmitter
26	FPB01-01	CORNING	FIBER PATCH	Patch Panel
27	FPB02-01	ADC	FIBER PATCH	Patch Panel
28	GEN01-01	BLACKMAGIC	CONVMSYNC	Sync Generator
29	GEN02-01	SIGMA	TSG-490	Test Signal Generator
30	HDP01-01	AJA	KIPRO	Portable HD Recording Player
31	MIC02-01	SHURE	SLX4	Wireless Mic Receiver
32	MIC02-02	SHURE	SLX4	Wireless Mic Receiver
33	MIC02-03	SHURE	SLX4	Wireless Mic Receiver
34	MIC02-04	SHURE	SLX4	Wireless Mic Receiver
35	MON01-01	JVC	DTR17L4D	Broadcast Rackmount Monitor
36	MON01-02	JVC	DTR17L4D	Broadcast Rackmount Monitor
37	MON02-01	ELO	2201L	32" Touch Monitor
38	MON03-01	HP	ELITE E201	24" LCD Monitor
39	NET01-01	TRENDNET	TPE-T160	POE Network Switch
40	NET01-02	TRENDNET	TPE-T160	POE Network Switch
42	NET03-01	DSAN	PSL-PB6	For Timer Communications
43	PWR01-01	MAP	PD-915R	Rackmount Power Supply
44	PWR01-02	MAP	PD-915R	Rackmount Power Supply
45	PWR01-03	MAP	PD-915R	Rackmount Power Supply
46	PWR01-04	MAP	PD-915R	Rackmount Power Supply
47	PWR02-01	MAP	PDS-620R	Rackmount Power Supply
48	PWR03-02	CRESTRON	CNPWS-75	Cresnet Power Supply 75W

50	SDP02-01	KAON	KTF-S660HDCO	Streaming Media Player
51		CISCO	SG300-28	Gigabit Switch
53	SPK04-01	WOHLER	AMP1A	Audio Monitor Speaker
54	UPS01-01	APC	SMART UPS 2200	Uninterruptible Power Supply
55	VSW01-01	BLACKMAGIC	ATEM 2 M/E	Broadcast Switcher
56	VSW02-01	CRESTRON	DM 16X16	Digital Media Matrix Switcher
57	VSW03-01	EXTRON	SMX SERIES SWITCHER	Multiplane Matrix Switcher Frame
71		SHURE	SLX1	Bodypack Transmitter
72		SHURE	SLX1	Bodypack Transmitter
73		SHURE	SLX1	Bodypack Transmitter
74		SHURE	SLX1	Bodypack Transmitter
75		SHURE	SM58	WL Handheld Mic for SLX4
76		SHURE	SM58	WL Handheld Mic for SLX4
77		SHURE	SM58	WL Handheld Mic for SLX4
78		SHURE	SM58	WL Handheld Mic for SLX4
79		CRESTRON	DMC-C	8G+ Input Card for DM 16X16
80		CRESTRON	DMC-C	8G+ Input Card for DM 16X16
81		CRESTRON	DMC-C	8G+ Input Card for DM 16X16
82		CRESTRON	DMC-C	8G+ Input Card for DM 16X16
83		CRESTRON	DMC-C	8G+ Input Card for DM 16X16
84		CRESTRON	DMC-C	8G+ Input Card for DM 16X16
85		CRESTRON	DMC-C	8G+ Input Card for DM 16X16
86		CRESTRON	DMC-HD	HDMI Input Card for DM 16X16
87		CRESTRON	DMC-HD	HDMI Input Card for DM 16X16
88		CRESTRON	DMC-HD	HDMI Input Card for DM 16X16
89		CRESTRON	DMC-VID-BNC	Video Input Card for DM 16X16
90		CRESTRON	DMC-DVI	DVI/RGB Input Card for DM 16X16
91		CRESTRON	DMC-DVI	DVI/RGB Input Card for DM 16X17
92		CRESTRON	DMC-DVI	DVI/RGB Input Card for DM 16X18
93		CRESTRON	DMC-SDI	SDI Input Card for DM 16X16
94		CRESTRON	DMC-SDI	SDI Input Card for DM 16X16
95		EXTRON	SMX 88 V	8X8 Composite Matrix Plane
96		EXTRON	SMX 1616 V	16X16 Composite Matrix Plane
97		EXTRON	SMX 88 A	8X8 Audio Matrix Plane
98		EXTRON	SMX 1616 A	16X16 Audio Matrix Plane
99		TELVUE	HYPERCASTER B1000- IPTV	Broadcast Video Server
100		TELVUE	PROVUE HD DIGITAL	IP Decoder
101		BLACKMAGIC	MINI-SDI-TO-ANALOG	Analog Mini Converter
102		DRAKE	PEG-NE24-IP-C	MPEG/H.264 Encoder
103		EXTRON	DVI DA2	Two Output DVI DA
104		ELO	2201L	22" Touch Screen Monitor

CHAMBERS

IDX	ID	MANUFACTURER	MODEL	DESCRIPTION
1	CAM01-01	PANASONIC	AWHE120KPJ	HD PTZ Camera
2	CAM01-02	PANASONIC	AWHE120KPJ	HD PTZ Camera
3	CAM01-03	PANASONIC	AWHE120KPJ	HD PTZ Camera
4	CAM01-04	PANASONIC	AWHE120KPJ	HD PTZ Camera
5	CLK01-01	DSAN	ASL4-ND3	LED Clock Display
6	CLK01-02	DSAN	ASL4-ND3	LED Clock Display

7	CLK01-03	DSAN	ASL4-ND3	LED Clock Display
8	CLK03-01	DSAN	PSL-20V	Podium Signal Light
9	CTL05-01	CRESTRON	CNHBLOCK	Cresnet Distribution Amp
10	CTL05-02	CRESTRON	CNHBLOCK	Cresnet Distribution Amp
11	CTL07-01	CRESTRON	CNXB4B	Four Button Panel
12	CTL07-02	CRESTRON	CNXB4B	Four Button Panel
13	CTL07-03	CRESTRON	CNXB4B	Four Button Panel
14	CTL07-04	CRESTRON	CNXB4B	Four Button Panel
15	CTL07-05	CRESTRON	CNXB4B	Four Button Panel
16	CTL07-06	CRESTRON	CNXB4B	Four Button Panel
18	CTL07-08	CRESTRON	CNXB4B	Four Button Panel
19	CTL07-09	CRESTRON	CNXB4B	Four Button Panel
20	CTL07-10	CRESTRON	CNXB4B	Four Button Panel
21	CTL07-11	CRESTRON	CNXB4B	Four Button Panel
22	DOC01-01	ELMO	HV-3000XG	Digital Presenter
23	EXR01-01	CRESTRON	DM-RMC-SCALER-C	Scaling Extender Receiver
24	EXR02-01	CRESTRON	DM-RMC-100-C	DM Extender Receiver
25	EXR02-02	CRESTRON	DM-RMC-100-C	DM Extender Receiver
26	EXR02-03	CRESTRON	DM-RMC-100-C	DM Extender Receiver
27	EXT01-01	CRESTRON	DM-TX-C-2B-B-T	DM Wall Plate Transmitter
28	EXT01-02	CRESTRON	DM-TX-C-2B-B-T	DM Wall Plate Transmitter
29	EXT01-03	CRESTRON	DM-TX-C-2B-B-T	DM Wall Plate Transmitter
30	EXT01-04	CRESTRON	DM-TX-C-2B-B-T	DM Wall Plate Transmitter
31	EXT01-05	CRESTRON	DM-TX-C-2B-B-T	DM Wall Plate Transmitter
32	EXT02-01	CRESTRON	DM-TX-201-C	DM Extender Transmitter
33	LCD01-01	NEC	V651	65" LCD Monitor
34	LCD01-01	SAMSUNG	LN52A530	52" LCD TV
35	LCD01-02	SAMSUNG	LN52A530	52" LCD TV
36	MIC01-01	SHURE	MX418	18" Gooseneck Microphone
37	MIC01-02	SHURE	MX418	18" Gooseneck Microphone
38	MIC01-03	SHURE	MX418	18" Gooseneck Microphone
39	MIC01-04	SHURE	MX418	18" Gooseneck Microphone
40	MIC01-05	SHURE	MX418	18" Gooseneck Microphone
42	MIC01-07	SHURE	MX418	18" Gooseneck Microphone
43	MIC01-08	SHURE	MX418	18" Gooseneck Microphone
44	MIC01-09	SHURE	MX418	18" Gooseneck Microphone
45	MIC01-10	SHURE	MX418	18" Gooseneck Microphone
46	MIC01-11	SHURE	MX418	18" Gooseneck Microphone
47	MIC01-12	SHURE	MX418	18" Gooseneck Microphone
48	MIC01-13	SHURE	MX418	18" Gooseneck Microphone
50	MIC01-15	SHURE	MX418	18" Gooseneck Microphone
51	MIC01-16	SHURE	MX418	18" Gooseneck Microphone
54	MIC01-19	SHURE	MX418	18" Gooseneck Microphone
55	MIC01-20	SHURE	MX418	18" Gooseneck Microphone
56	MIC01-21	SHURE	MX418	18" Gooseneck Microphone
57	MIC01-22	SHURE	MX418	18" Gooseneck Microphone
58	MON04-01	HP	1530	15" LCD Monitor
71	TSC02-01	CRESTRON	TPS 6	Touch Panel
72	VDA01-01	EXTRON	P/2 DA6 PLUS	VGA Distribution Amplifier
73	VDA01-02	EXTRON	P/2 DA6 PLUS	VGA Distribution Amplifier
74	SPK01-01	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker

75	SPK01-02	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
76	SPK01-03	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
77	SPK01-04	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
78	SPK01-05	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
79	SPK01-06	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
80	SPK01-07	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
81	SPK01-08	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
82	SPK01-09	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
83	SPK01-10	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
84	SPK01-11	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
85	SPK01-12	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
86	SPK01-13	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
87	SPK01-14	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
88	SPK01-15	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
89	SPK01-16	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
90	SPK01-17	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
91	SPK01-18	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
92	SPK01-19	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
93	SPK01-20	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
94	SPK01-21	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
95	SPK01-22	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
96	SPK01-23	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
97	SPK01-24	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
98	SPK01-25	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
99	SPK01-26	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
100	SPK02-1	JBL	CONTROL23T	70V Wall Mounted Speaker
101	SPK02-2	JBL	CONTROL23T	70V Wall Mounted Speaker
102	SPK02-3	JBL	CONTROL23T	70V Wall Mounted Speaker
103	SPK02-4	JBL	CONTROL23T	70V Wall Mounted Speaker
104	SPK02-5	JBL	CONTROL23T	70V Wall Mounted Speaker
105	SPK04-01	SOUND ADVANCE	CT10 BHT	Ceiling Speaker
106	CTL06-01	CRESTRON	TPS-IMPC	Video Interface Module

ELSEWHERE

IDX	MANUFACTURER	MODEL	DESCRIPTION
1	Crestron	C2N-VEQ4	Volume Controller
2	Dell	PowerEdge 650	Rackmount PC
3	Dell	Poweredge R710	Server
4	Extron	VSC 700	Video Scan Converter
5	Extron	Crosspoint 300 1616	RGBHV/Audio matrix switcher
6	FOR.A	FA-220	Time Base Corrector
7	Grass Valley	Unknown	Cardframe
8	Hotronic	AP41	Frame Synchronizer
9	JVC	TM1050PND?	10 inch color monitor
10	JVC	TM1050PND?	10 inch color monitor
11	JVC	TM1050PND?	10 inch color monitor
12	JVC	TM1050PND?	10 inch color monitor
13	Lectrosonics	AM16/12	Automatic Matrix Mixer
14	Lectrosonics	AM16/12	Automatic Matrix Mixer
15	Motorola	DCT-2000	Digital Cable Tuner
16	Panasonic	AW-RP605A/AW-RP615A	Camera Control Panel

18	Panasonic	AW-PS300	Camera Power Supply
19	Panasonic	AW-PS300	Camera Power Supply
20	Panasonic	AW-PS300	Camera Power Supply
21	Panasonic	AW-PS300	Camera Power Supply
22	RTS Systems	416	Audio Distribution Amplifier
23	Shure	DFR11EQ	Feedback Reducer
24	Shure	DFR11EQ	Feedback Reducer
25	Shure	DFR11EQ	Feedback Reducer
26	Videotek	Prodigy	Composite Video Switcher
27	Videotek	TVM-675	Waveform Vectorscope
28	Videotek	VDA-16	Video Distribution Amp
29	Videotek	VDA-16	Video Distribution Amp
30	Sharp	LC-60LE661U(Limited Manf. Warranty)	Flat Panel Display
31	Sharp	LC-80LE661U(Limited Manf. Warranty)	Flat Panel Display
32	Sharp	LC-80LE661U(Limited Manf. Warranty)	Flat Panel Display
33	Sharp	LC-80LE661U(Limited Manf. Warranty)	Flat Panel Display
34	Teq AVIT	WiPS710-ENT	Wireless IP Receiver
35	Teq AVIT	WiPS710-ENT	Wireless IP Receiver
36	Teq AVIT	WiPS710-ENT	Wireless IP Receiver
37	Teq AVIT	WiPS710-ENT	Wireless IP Receiver
38	Teq AVIT	HiP150	IP TX/RX pair
39	Teq AVIT	HiP150 Rx	IP RX
40	Teq AVIT	HiP150 Rx	IP RX

EXHIBIT "A-2"



Field Service Report

Call: 530 82MEDIA

10/22/2019 - 10:25 AM

Customer
REG City of Carson Robert Eggersen PO Box 6234 Carson, CA 90748
Phone No: 310-852-1758 E Mail:

Site
City of Carson Robert Eggersen PO Box 6234 Carson, CA 90748
Phone No: 310-852-1758 E Mail:

Call Details
Job No: 100321 Reference Job No: Date Created: 10/11/2015 Call Status: Scheduled Call Type: FieldPM Target Completion Date: 10/18/2015 Room Code:

Description of Scope of Work: System Fault / PM / System Installation

Type	Date	Time	Created By	Comment
Action	10/22/2019	10:25 AM	REG 'CC694	Scott to show 10/22/19 for PM visit

Work Performed

Tested Black Magic signals & troubleshoot; Voltage out of new BM SDI to composite was .8v p-p. Decided to re-install new 4K production switch and it's now working, & tested all functionality. PM'd all rack gear, monitors & misc.

RMA Request: Model #: Serial #:

Description of Fault:

Follow-Up Action:

Travel and Labor Time

Electronic RST	Date	T/L.	Time In	Time Out	Total Hours
SW		T			3.5
		L	10 AM	2 PM	4
Will G.		L	10 AM	12 PM	2

Electronic Representative:

Ernesto Flores

Date:

10/22/2019

Client Signature:

Date:

Please Print Name:

Title:

EXHIBIT “B”
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 9.8, City Warranties, is hereby added to Agreement as follows:

“9.8 City Warranties. City affirmatively warrants the following site conditions:

- a) Equipment is accessible to Consultant service representatives for service and maintenance from the front and from the rear.
- b) Consultant service representatives will have access to the equipment between the hours of 8:00 am and 5:00 pm Monday – Thursday, excluding holidays.
- c) There are no signs, shelves, fixtures or other structures that need to be removed from the front or rear of the equipment to gain access for maintenance or service.
- d) The equipment is located in an area where there are no environmental problems (i.e.: smoke, fog machines, chlorine, dirt, sheet rock dust or other types of substances that would have detrimental effects to the electronics and/or the optical equipment).”

II. Section 9.9, City Responsibilities, is hereby added to Agreement as follows:

“9.9 City Responsibilities.

- a) City will cooperate with Consultant to perform the Services, including without limitation with respect to preparing the site for the performance of the Services and supplying all necessary information, which shall be accurate, complete and timely. City shall ensure that it has the right to provide all such information and data to Consultant for purposes of performance of the Services, within the context of the protection of privacy rights and as limited by California law.
- b) City will respond promptly to any request from Consultant to provide direction, information, approvals, authorizations or decisions that are necessary for Consultant to perform Services or deliver the Products.”

III. Section 2.4, Invoices, is hereby amended by adding the following paragraphs at the end of the section:

“Ad Hoc Projects. Pursuant to performance of any ad hoc projects as described more fully in Section III of Exhibit A, Scope of Services, the Consultant shall furnish an original invoice reflecting the proposed price details as described in Section III of Exhibit “A”, Scope of Services, and reflected on the valid City issued purchase order authorizing the acceptance of price to complete, and scope of work for requested ad hoc projects.

Regular Services. Each month Consultant shall furnish to City an invoice consisting of the monthly flat fee for services performed in the preceding month pursuant to Section I and Section II of Exhibit "A," Scope of Services. When Services are performed pursuant to payment of the flat fee as described more fully in Section I and Section II of Exhibit "A," Scope of Services, a Field Service Report shall be promptly furnished to City in a form similar in substance to the sample invoice provided as Exhibit A-2. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement."

IV. Section 3.4, Term, is hereby amended by as follows (new text is identified in *bold*** & ***italics***, deleted text in ***strikethrough***):**

"3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect ***until June 30, 2020*** completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

V. Section 6.1, Records, is hereby amended as follows (new text is identified in *bold*** & ***italics***, deleted text in ***strikethrough***):**

"6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. ***Upon Consultant's receipt of 48-hour advance written notice, The*** the Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act."

EXHIBIT “C”
SCHEDULE OF COMPENSATION

- I. Consultant shall perform all Services described in Section I and Section II of Exhibit “A,” Scope of Services, for an aggregate total of \$10,200. The fee shall be paid monthly in equal payments of \$3,400, pursuant to a valid invoice. With respect to Services described in Section I of Exhibit “A”, Consultant’s billing rates are as follows: \$1,000 monthly total maintenance fee. With respect to Services described in Section II of Exhibit “A”, Consultant’s billing rates are as follows: \$1,200 per City Council meeting for two (2) of Consultant’s personnel or authorized employees.**
- II. The City will compensate Consultant for the Services performed pursuant to Section I and Section II of Exhibit “A,” Scope of Services, upon submission of a valid invoice for the preceding calendar month’s service fee of \$3,400. Each invoice shall be submitted monthly and is to include:**
 - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate..**
 - B. Line items for all materials and equipment properly charged to the Services.**
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**
- III. With respect to on-call ad hoc projects pursuant to Section III of Exhibit “A,” Scope of Services, Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Total compensation for services performed pursuant to Section III of Exhibit “A,” Scope of Services, shall not exceed \$42,800.**
- IV. With respect to on-call ad hoc projects pursuant to Section III of Exhibit “A,” Scope of Services, the City will compensate Consultant for the services performed upon submission of a valid invoice. Each invoice for services performed as described in Section III of Exhibit “A,” Scope of Services is to include items referenced in Section III, A – D, of this Exhibit “C”.**
- V. The total compensation for the Services (inclusive of Section I, Section II and Section III of Exhibit “A,” Scope of Services) shall not exceed \$53,000, as provided in Section 2.1 of this Agreement.**
- VI. With respect to on-call ad hoc projects pursuant to Section III of Exhibit “A,” Scope of Services, Consultant’s billing rates for Services performed are attached as Exhibit “C-1.”**

EXHIBIT "C-1"
CONSULTANT'S BILLING RATES

Hourly Rates (Support): \$250

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

I. Consultant shall perform the Services timely in accordance with the following schedule:

A. All tasks listed under Section I of Exhibit “A”

1. Consultant’s Help Desk will provide technical support on the audio/visual equipment on a 24 hours a day and 7 days a week basis, including holidays, via telephone at (530) 828-8772.
2. Without limiting the above, Consultant shall be available for City Council meetings on the first and third Tuesdays of each month starting at 3 p.m. until end of each respective City Council meeting, to assist with any technical audio/visual equipment difficulties.

B. All tasks listed under Section II of Exhibit “A” will be performed by Consultant at each designated City Council meeting on the first and third Tuesdays of each month. Consultant’s personnel or authorized employees shall be on-site in council chambers starting at 4 p.m. until the end of each respective City Council meeting.

C. All tasks listed under Section III of Exhibit “A” will be performed on an on-call basis as set forth in Exhibit “A”. Each ad-hoc on-call project request for Services will be assessed by Consultant within 48 hours of said request.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.