

## AMENDMENT NO. 2

### TO AGREEMENT FOR CONTRACT SERVICES

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** (“Amendment No. 2”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and MEDIASTAR, INC., a California corporation (“Consultant”) is effective as of the 4th day of October, 2021.

#### RECITALS

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

B. The City and Contractor entered into that certain Amendment No. 1 to Agreement for Contract Services dated August 3, 2021, to increase the contract sum by \$40,000 to cover the costs of operating the City’s A/V system for additional public City Council and other meetings due to an increased number of public City meetings, and by an additional \$59,891 in order to update the City’s A/V system in the City Council Chambers to accommodate social distancing between Council Members in light of COVID-19. \$230,291 was the resulting Contract Sum associated with such increases.

C. On August 14, 2022, pursuant to Section 1.8 of the Agreement which authorizes the City’s Contract Officer to increase the Contract Sum by up to 10% or \$25,000, whichever is less, the Contract Officer authorized an increase to the Contract Sum by an amount of \$22,740 for extra work performed by Consultant, bringing the increased Contract Sum from \$230,291 to \$253,031.

D. City and Consultant now desire to amend the Agreement to add additional services (“Additional Services”) for an amount of \$49,969 for a total not-to-exceed contract sum of \$303,000. The Additional Services have already been performed by Consultant and through this Amendment No. 2, City and Consultant now desire and intend to amend the Agreement retroactive to October 4, 2021, and to thereby authorize the provision of the Additional Services under the Agreement by Consultant commencing as of said date.

#### TERMS

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

**A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:**

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed

~~Three Two Hundred Three~~ ~~Thirty~~ ~~Thousand~~ ~~Two Hundred~~ ~~Ninety One~~ Dollars (\$303,000.00~~\$230,291.00~~) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

**B. Sections I.F. and I.G. are hereby added to Exhibit “A” (Scope of Services) of the Agreement to read in their entirety as follows:**

**“F. Council Chambers and Community Center Upgrades to A/V system:**

- 1. Add signal path to and from City Hall AV studio – 1 unit*
- 2. Add cabling to stage for control hardware and timing hardware – 1 unit*
- 3. Add network control from City Hall to stage – 1 unit*
- 4. Add time equipment for stage – 1 unit*
- 5. Add support RS485 hardware for timer system – 1 unit*
- 6. Write and test software for voting system to send signals to Community Center – 1 unit*
- 7. Provide projector – 1 unit*

**G. Council Chambers and Community Center Upgrades to A/V system:**

- 1. Add signal path to and from City Hall AV studio – 1 unit*
- 2. HDMI relocation – 1 unit*
- 3. XLR and signal re-wire floor – 1 unit*
- 4. Upgrade panel – 1 unit*
- 5. Extend wireless microphone halls A & C – 1 unit*
- 6. Legacy projectors signals and amplification – 1 unit”*

**C. Section I of Exhibit “C” (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:**

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

Task A		\$62,400
Task B		\$24,000

Task C		\$80,000*
Task D		\$4,000**
Task E		
Task E(1)	HD PTZ cameras (“straight shot” configuration, 1 per person and wide coverage) – 12 units	\$20,400
Task E(2)	PTZ Optics – long shot to dais (Mayor) – 1 unit	\$1,800
Task E(3)	Camera mounts – replace legacy camera mounts	\$1,595
Task E(4)	PTZ Optics 4D IP Joystick Controller (GEN3)	\$650
Task E(5)	Replace network hubs/switches for cameras	\$158
Task E(6)	Certify legacy cabling for HD	\$1,500
Task E(7)	Audio Upgrade Work	
	(a) Replace legacy microphone with high definition microphones (plug compatible)	\$6,000
	(b) Certify audio cable for HD signals	\$1,875
	(c) Audio software upgrade for HD	\$2,420
	(d) Programming DSP (open source, no passwords on these files)	\$2,650
Task E(8)	New Council Members Work	
	(a) Reprogramming legacy keypads for new Council Members	\$275
	(b) Change voting system for new locations (rewire rack for this)	\$175
	(c) Change signal path to City Clerk and studio (rewire rack for this)	\$300

Task E(9)	Fast switching for HD signals	
	(a) SD VDI at dais	\$198
	(b) SDI cabling in dais for presentation	\$230
	(c) HDMI-SDI for presentation inputs	\$199
Task E(10)	6 inputs for presentation at the dais	
	(a) Added input capacity (Kramer VS-81 HD) (network controlled presentation switch)	\$3,295
	(b) Network cabling to studio	\$50
	(c) HD-SDI Cable to studio	\$520
	(d) HDMI to SDI for presentations	\$1,194
Task E Sales Tax		\$4,661
Task E(11)	Training	\$1,600
Task E Labor		\$8,156
<del>TOTAL</del>		<del>\$230,291</del>
<b>Task F(1)</b>	<b>Add signal path to and from City Hall AV studio</b>	<b>\$4,000</b>
<b>Task F(2)</b>	<b>Add cabling to stage for control hardware and timing hardware</b>	<b>\$2,117</b>
<b>Task F(3)</b>	<b>Add network control from City Hall to stage</b>	<b>\$1,988</b>
<b>Task F(4)</b>	<b>Add time equipment for stage</b>	<b>\$2,943</b>
<b>Task F(5)</b>	<b>Add support RS485 hardware for timer system</b>	<b>\$2,350</b>
<b>Task F(6)</b>	<b>Write and test software for voting system to send signals to Community Center</b>	<b>\$5,000</b>

<i>Task F(7)</i>	<i>Provide projector</i>	<i>\$3,855</i>
<i>Task F Subtotal</i>		<i>\$22,253</i>
<i>Task F Sales Tax at 10.25%</i>		<i>\$2,281</i>
<i>Task F Total</i>		<i>\$24,534</i>
<i>Task G(1)</i>	<i>Additional panel hall B</i>	<i>\$6,811</i>
<i>Task G(2)</i>	<i>HDMI relocation</i>	<i>\$3,730</i>
<i>Task G(3)</i>	<i>XLR and signal re-wire floor</i>	<i>\$3,328</i>
<i>Task G(4)</i>	<i>Upgrade panel</i>	<i>\$2,768</i>
<i>Task G(5)</i>	<i>Extend wireless microphone halls A &amp; C</i>	<i>\$3,853</i>
<i>Task G(6)</i>	<i>Legacy projectors signals and amplification</i>	<i>\$2,580</i>
<i>Task G Subtotal</i>		<i>\$23,070</i>
<i>Task G Sales Tax at 10.25%</i>		<i>\$2,365</i>
<i>Task G Total</i>		<i>\$25,435</i>
<i>NEW TOTAL</i>		<i>\$303,000</i>

\* Cost is \$750 per remote meeting.

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

**D. Section V. of Exhibit “C” (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:**

“V. The total compensation for the Services shall not exceed **\$303,000** ~~\$230,291~~, as provided in Section 2.1 of this Agreement.”

**E. Section I. of Exhibit D (Schedule of Performance) of the Agreement is hereby amended to read in its entirety as follows:**

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

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

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

Task E shall be completed by September 30, 2021.

***Tasks F and G shall be completed by October 31, 2022.”***

**2. Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, all provisions of the Agreement and Amendment No. 1 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 and Amendment No. 1.

**3. Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1 and this Amendment No. 2, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

**4. Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

**5. Authority.** The persons executing this Amendment No. 2 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 Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 2 on the date and year written below.

**CITY:**

CITY OF CARSON, a municipal corporation

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

October \_\_\_\_, 2022

**ATTEST:**


\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk


APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

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

**CONSULTANT:**

MEDIASTAR, INC., a California corporation

By:  \_\_\_\_\_  
Name: Dave Perras  
Title: President

By:  \_\_\_\_\_  
Name: Leslie Clavey  
Title: Secretary

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

October 12th, 2022

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

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

**OPTIONAL**

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

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



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<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
_____	_____
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	_____
	DATE OF DOCUMENT
	_____
	SIGNER(S) OTHER THAN NAMED ABOVE