

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 1") by and between the CITY OF CARSON, a California municipal corporation ("City"), and DONALD ALAN SPRAGUE, DBA DON'S AUDIO VISUAL SERVICES, a California sole proprietorship ("Consultant"), is entered into effective as of the 1st day of January, 2020.

RECITALS

A. City and Broadcast Support, Inc., a California Corporation ("Broadcast"), entered into that certain Agreement for Contract Services effective January 1, 2019 ("Agreement"), whereby Consultant agreed to provide services relating to rental of audio/visual equipment to the City for three (3) years for a Contract Sum of \$105,000, with the option to extend the Term of the Agreement for one additional three-year period.

B. Broadcast desires and intends to assign all of its rights, interests, duties and obligations under the Agreement to Consultant (a sole proprietorship of Donald Alan Sprague, operating under the Fictitious Business Name of Don's Audio Visual Services, as reflected in a Fictitious Business Name statement filed December 27, 2019, with the Los Angeles County Registrar-Recorder/County Clerk), and Consultant sees fit to assume the same. Broadcast evidenced that intent by execution of a letter dated January 1, 2020, which was received by the City on January 9, 2020, purporting to transfer Broadcast's rights and responsibilities under the Agreement to Consultant, effective January 1, 2020.

C. Section 4.5 of the Agreement provides that "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." Accordingly, Broadcast's January 1, 2020 letter was ineffective in that it lacked City approval. Furthermore, a retroactive transfer is not permitted under the Agreement due to the requirement of prior City approval, and as such, the Agreement, absent an amendment, does not permit a transfer from Broadcast to Consultant that is effective as of January 1, 2020. However, the City is amenable to the requested assignment, as is Consultant. Therefore, the City and Consultant now see fit to enter into this Amendment No. 1 to add an exception to Section 4.5 of the Agreement to authorize a transfer and assignment of Broadcast's rights, interests, duties and obligations under the Agreement to Consultant, effective retroactively as of January 1, 2020, and Broadcast acknowledges and consents to same.

D. The invoices received by the City for services performed under the Agreement commencing as of January 1, 2020 have been under the name of Consultant, not Broadcast. However, under the Agreement, as originally executed, the City is only authorized to make payments to Broadcast. Therefore, an amendment to the Agreement is necessary to ensure proper authorization for the City to process and pay invoices to Consultant for services performed under the Agreement dating back to January 1, 2020.

Exhibit No. 2

E. Based on the foregoing, City and Consultant now desire and intend to amend the Agreement to authorize the assignment of the Agreement from Broadcast to Consultant, retroactive to January 1, 2020, and to thereby authorize the provision of the services under the Agreement by Consultant commencing as of said date, and to ratify and affirm the continuous and uninterrupted term of the Agreement commencing as of January 1, 2019.

TERMS

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Contract Changes.**

A. Section 4.5, "Prohibition Against Subcontracting or Assignment," is hereby amended as follows (added text shown in *bold italics*):

"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. *Notwithstanding the foregoing, and as a sole exception thereto, City approves of the assignment and transfer of the Consultant's rights, interests, duties, and obligations under this Agreement from "Broadcast Support, Inc.," a California Corporation, to Donald Alan Sprague, DBA "Don's Audio Visual Services," a sole proprietorship, as requested and agreed to by said parties, effective January 1, 2020.* No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City."

B. The Agreement is hereby amended to change the name of the Consultant such that the term "Consultant," and all references to "Broadcast Support Inc., a California Corporation" as used in the Agreement, shall be construed, commencing from and after January 1, 2020, to mean and refer to "DONALD ALAN SPRAGUE, DBA DON'S AUDIO VISUAL SERVICES, a sole proprietorship."

3. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and

after the effective date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1.

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

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, 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. 1, 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.

5. **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. 1.

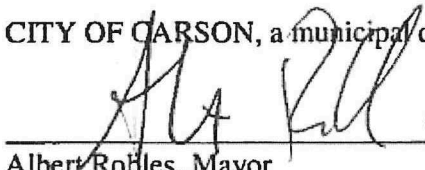
6. **Authority.** The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date(s) and year(s) set forth below, with express intent that it be effective as of January 1, 2020.

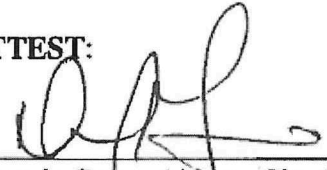
CITY:

CITY OF CARSON, a municipal corporation


Albert Robles, Mayor

Dated: _____, 2020

ATTEST:

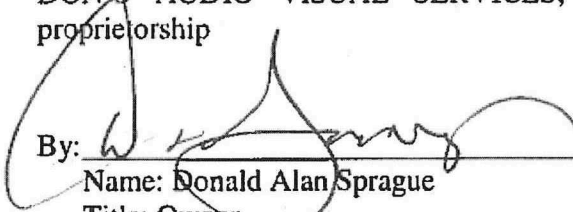

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[BRJ]

CONSULTANT:

DON'S AUDIO VISUAL SERVICES, a sole proprietorship

By: 
Name: Donald Alan Sprague
Title: Owner
Address: 21901 Grant Avenue
Torrance, CA 90503

Dated: FEBRUARY 13, 2020

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date(s) and year(s) set forth below, with express intent that it be effective as of January 1, 2020.

CITY:

CITY OF CARSON, a municipal corporation


Albert Robles, Mayor

Dated: _____, 2020

ATTEST:

Donesia Gause-Aldana, City Clerk

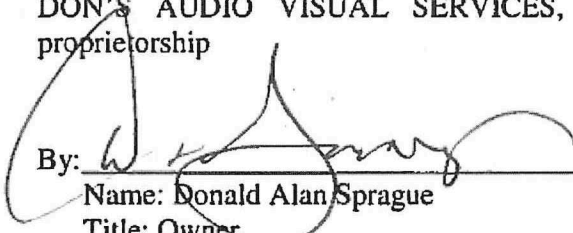
APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP



Sunny K. Soltani, City Attorney
[BRJ]

CONSULTANT:

DON'S AUDIO VISUAL SERVICES, a sole proprietorship

By: 

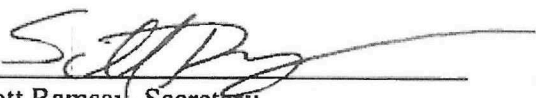
Name: Donald Alan Sprague
Title: Owner
Address: 21901 Grant Avenue
Torrance, CA 90503

Dated: FEBRUARY 13, 2020

ACKNOWLEDGMENT AND CONSENT:

BROADCAST SUPPORT, INC., a California Corporation

By: 
Scott Ramsay, President

By: 
Scott Ramsay, Secretary
Address: 2539-F W. 237th St.
Torrance, CA 90505

Dated: FEB 13, ____, 2020

Two corporate officer signatures required for 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 AND BROADCAST'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 THE 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 02/15/, 2020 before me, Brad Fitzgerald, personally appeared Donald Alan Sprague, 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
INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

Amendment No. 1
to Agreement for Contract Services
TITLE OR TYPE OF DOCUMENT

5
NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

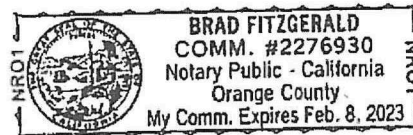
COUNTY OF LOS ANGELES

On 02/15/20, 2020 before me, Brad Fitzgerald, personally appeared Alan Ramsay, ^{Scott} 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: [Signature]



OPTIONAL

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☒ CAPACITY CLAIMED BY SIGNER
INDIVIDUAL
☐ CORPORATE OFFICER

☐ TITLE(S)
PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

Agreement for Contract Services

TITLE OR TYPE OF DOCUMENT

5
NUMBER OF PAGES

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DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

April 1, 2020

The City of Carson
701 E CARSON ST
CARSON CA 90745-2224

Account Information:

Policy Holder Details :	Donald Sprague
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Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (888) 242-1430

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USAA INSURANCE AGENCY INC/PHS 65813006 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (888) 242-1430 FAX (888) 443-6112 (A/C, No, Ext): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company Ltd. 11000 INSURER B: Hartford Casualty Insurance Company 29424 INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Donald Sprague TORRANCE CA 90503-6922		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X	X	65 SBM AB4429	01/03/2020	01/03/2021	EACH OCCURRENCE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
							MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	65 SBM AB4429	01/03/2020	01/03/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
							BODILY INJURY (Per person)
							BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE
							AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	65 WEC AE7NXC	01/03/2020	01/03/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDERThe City of Carson
701 E CARSON ST
CARSON CA 90745-2224**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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AGENCY CUSTOMER ID: _____

LOC#: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY USAA INSURANCE AGENCY INC/PHS		NAMED INSURED DONALD SPRAGUE [REDACTED] TORRANCE CA 90503-6922	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM****FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

City of Carson, its elected and appointed officers, employees, volunteers and agents is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy. Notice of Cancellation will be provided in accordance with Form SS1223, attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SS0008, attached to this policy. Blanket Waiver of Subrogation applies in favor of the Certificate Holder per the Waiver of Our Right to Recover from Others Endorsement WC040306, attached