

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 DONALD ALAN SPRAGUE, DBA DON'S AUDIO VISUAL SERVICES, a California sole proprietorship ("Consultant") is effective as of the 31st day of December, 2021.

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. Effective January 1, 2020, City authorized Broadcast to assign the Agreement to Consultant, pursuant to Section 4.5 of the Agreement.

C. City now desires to exercise its option to extend the Term of the Agreement for the additional three-year period, pursuant to Section 3.4 of the Agreement

D. City and Consultant desire to amend the Agreement to extend the Term of the Agreement for an additional three years, expiring December 31, 2024, and increase compensation by \$90,000 to cover the cost of Services for the additional three-year period, for a total not-to-exceed contract sum of \$195,000.00.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~):

A. Section 2.1, "Contract Sum," 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 ***ONE HUNDRED NINETY FIVE THOUSAND DOLLARS AND NO CENTS (\$195,000.00)*** ~~ONE HUNDRED FIVE THOUSAND DOLLARS AND NO CENTS (\$105,000.00), or THIRTY FIVE THOUSAND DOLLARS AND NO CENTS (\$35,000.00)~~ per year for each of the three (3) years of the term of this Agreement (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. ~~In the event the City exercises its option to extend the term of this Agreement pursuant to Section 3.4, the total compensation for Services performed during such extension period, including reimbursement for actual~~

Exhibit No. 3

expenses, shall not exceed ~~ONE HUNDRED FIVE THOUSAND DOLLARS AND NO CENTS (\$105,000.00), or THIRTY FIVE THOUSAND DOLLARS AND NO CENTS (\$35,000.00)~~ per year for each of the three (3) years of the extension period, unless additional compensation is approved pursuant to Section 1.8.”

B. Section 3.4, “Term,” is hereby amended to read in its entirety as follows:

“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 ~~six (6) three (3)~~ years from the effective date hereof, commencing January 1, 2019 and continuing until December 31, ~~2024~~ 2021. City, at its sole option, may elect to extend the term of this Agreement for one three-year extension period, by delivering written notice to Consultant of such election not less than ~~thirty (30) days prior to expiration of the initial term of this Agreement.~~”

C. Section IV of Exhibit “C” of the Agreement is hereby amended to read in its entirety as follows:

The total compensation for the Services shall not exceed ***One Hundred Ninety Five Thousand Dollars and No Cents (\$195,000.00)*** ~~One Hundred Five Thousand Dollars and No Cents (\$105,000.00), or Thirty Five Thousand Dollars and No Cents (\$35,000.00)~~ per year for the ***first*** (3) year term of this Agreement, as provided in Section 2.1 of this Agreement, ~~and as reflected in the below table:~~

Year 1 compensation not to exceed	\$35,000
Year 2 compensation not to exceed	\$35,000
Year 3 compensation not to exceed	\$35,000
Total compensation not to exceed	\$105,000

~~In the event the City exercises its option to extend the term of this Agreement pursuant to Section 3.4, the total compensation for the Services performed during the three-year extension period shall not exceed One Hundred Five Thousand Dollars and No Cents (\$105,000.00), or Thirty Five Thousand Dollars and No Cents (\$35,000.00) per year, as provided in Section 2.1 of this Agreement, and consistent with the table set forth in this Section IV above.~~

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2 and Amendment No.1, all provisions of the Agreement 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 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations

arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment 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.

6. **Counterparts.** This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date(s) set forth below, with express intent that this Amendment No. 2 shall be effective as of December 31, 2021.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

Date: _____, 2022

ATTEST:

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[ndp]

CONSULTANT:

DON'S AUDIO VISUAL SERVICES, a sole proprietorship

By: _____

Name: Donald Alan Sprague

Title: Owner

Address: 21901 Grant Avenue
Torrance, CA 90503

Date: _____, 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 _____, 2022 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.

☐ **CAPACITY CLAIMED BY SIGNER**
☐ INDIVIDUAL
☐ CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

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

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

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

DATE OF DOCUMENT

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 _____, 2022 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.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
<div><div><div>TITLE(S)</div><div><input type="checkbox"/> PARTNER(S)<div><input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div></div><div><input type="checkbox"/> ATTORNEY-IN-FACT</div><div><input type="checkbox"/> TRUSTEE(S)</div><div><input type="checkbox"/> GUARDIAN/CONSERVATOR</div><div><input type="checkbox"/> OTHER</div></div></div>	