

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 3”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and MEDIASTAR, INC., a California corporation (“Consultant”) is effective as of the 6th day of December, 2022.

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 entered into that certain Amendment No. 2 to Agreement for Contract Services dated October 18, 2022 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 had already been performed by Consultant and through such Amendment No. 2, City and Consultant amended the Agreement retroactive to October 4, 2021, and authorized the provision of the Additional Services under the Agreement by Consultant commencing as of said date.

E. Now, due to additional Special City Council meetings that were not accounted for in the original needs assessment, additional remote meetings (e.g., EIFD, Planning, Mobile Home, and Redistricting) that needed to be broadcasted and were not accounted for in the original needs assessment, and few unexpected critical equipment failures that needed immediate attention, City and Consultant desire to increase the Contract Sum by \$49,180 bringing the adjusted Contract Sum to \$352,180.

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 Hundred ***Fifty Two*** ~~Three~~ Thousand ***One Hundred Eighty*** Dollars (***\$352,180.00***~~\$303,000.00~~) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

B. 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		<i>\$76,580</i> \$62,400
Task B		<i>\$29,000</i> \$24,000
Task C		<i>\$110,000</i> \$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
Task F(1)	Add signal path to and from City Hall AV studio	\$4,000
Task F(2)	Add cabling to stage for control hardware and timing hardware	\$2,117
Task F(3)	Add network control from City Hall to stage	\$1,988
Task F(4)	Add time equipment for stage	\$2,943
Task F(5)	Add support RS485 hardware for timer system	\$2,350
Task F(6)	Write and test software for voting system to send signals to Community Center	\$5,000
Task F(7)	Provide projector	\$3,855
Task F Subtotal		\$22,253
Task F Sales Tax at 10.25%		\$2,281
Task F Total		\$24,534
Task G(1)	Additional panel hall B	\$6,811
Task G(2)	HDMI relocation	\$3,730
Task G(3)	XLR and signal re-wire floor	\$3,328
Task G(4)	Upgrade panel	\$2,768
Task G(5)	Extend wireless microphone halls A & C	\$3,853
Task G(6)	Legacy projectors signals and amplification	\$2,580
Task G Subtotal		\$23,070
Task G Sales Tax at 10.25%		\$2,365

Task G Total		\$25,435
NEW TOTAL		\$352,180 \$303,000

* Cost is \$750 per remote meeting.

** As needed and directed by Contract Officer.

C. 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 ~~\$352,180~~\$303,000, as provided in Section 2.1 of this Agreement.”

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all provisions of the Agreement, Amendment No. 1 and Amendment No. 2 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 3, 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, Amendment No. 1 and Amendment No. 2. 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, Amendment No. 1 and Amendment No. 2. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2 and this Amendment No. 3, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 3, 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. 3, 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. 3.

5. Authority. The persons executing this Amendment No. 3 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. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and

(iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

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

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

		SIGNER(S) OTHER THAN NAMED ABOVE

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

		SIGNER(S) OTHER THAN NAMED ABOVE