

COPY

**CITY OF CARSON**  
**CONTRACT SERVICES AGREEMENT FOR**  
**MAINTENANCE AND SUPPORT OF AUDIO/VISUAL EQUIPMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 1<sup>st</sup> day of January, 2016, by and between the CITY OF CARSON, a California municipal corporation ("City") and ELECTROSONIC, INC., a Minnesota corporation (herein "Consultant" and/or "Electrosonic").

NOW, THEREFORE, the parties hereto agree as follows:

**1. SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 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 the Agreement.

1.4 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.

**2. COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of One Hundred Twenty Thousand Two Hundred Twenty Dollars (\$120,220) ("Contract Sum").

2.2 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 sub-contractor contracts.

Sub-contractor 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, 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 the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

23 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 cost 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 but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

### 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 thirty (30) 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) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

#### 4. COORDINATION OF WORK

4.1 Representative of Consultant. **Jennifer Wisheart, Regional Sales Consultant**, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. 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, and shall keep City informed of any changes.

4.2 Contract Officer. **Robert Eggleston, City of Carson Information Technology Manager**, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

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. Consultant shall perform all services required herein as an independent contractor of City 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, or that it is a member of a joint enterprise with City.

#### 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) Commercial 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, either the general aggregate limit shall apply separately to this contract/location, or 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 either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other 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) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) 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 be subject to all of the requirements stated herein.

## 52 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. 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 this 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 endorsement 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.

The 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 City's Risk Manager or other designee of the City due to unique circumstances.

53 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, 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, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

## **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 and shall keep such records for a period of three years following completion of the services hereunder. 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.

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 or as the Contract Officer shall require.

63 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 the City without prior written authorization from the Contract Officer.

(b) Consultant 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 the City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify the City should Consultant 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 thereunder. The 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 the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

64 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the 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 the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. 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.

**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. 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.

72 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, 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. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

73 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 any legal action under this Agreement.

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.

74 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. 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, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". 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.

75 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.

## 8. MISCELLANEOUS

8.1 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 ensure 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

8.2 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.

8.3 Notice. 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.

8.4 Integration; Amendment. 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. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of 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 portions 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.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

8.7 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 any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 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.

8.9 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.

8.10 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 "noninterests" 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 \_\_\_\_\_

8.11 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.

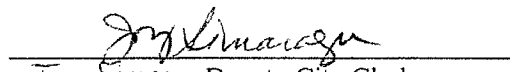
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF CARSON, a California municipal corporation

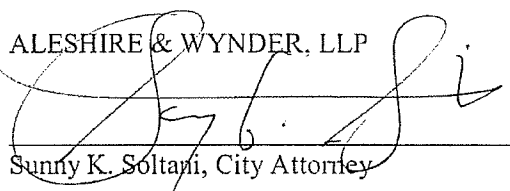
  
\_\_\_\_\_, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Joy Simeon, Deputy City Clerk

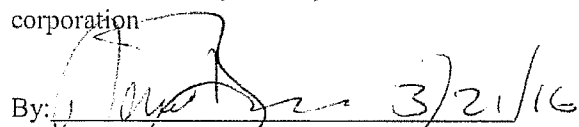
**APPROVED AS TO FORM:**

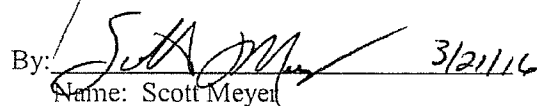
ALESHIRE & WYNDER, LLP

  
\_\_\_\_\_  
Sunny K. Soltani, City Attorney

**CONSULTANT:**

ELECTROSONIC, INC., a Minnesota corporation

By:  3/21/16  
\_\_\_\_\_  
Name: Jim Bowie  
Title: CEO

By:  3/21/16  
\_\_\_\_\_  
Name: Scott Meyer  
Title: CFO

Address: Electrosonic, Inc.  
10320 Bren Road East  
Minnetonka, MN 55343

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.

# 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 Minnesota

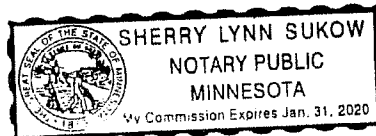
COUNTY OF Hennepin

On March 21, 2016 before me, Sherry L Sukow, personally appeared Tim Bowie, 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: Sherry Lynn Sukow



## 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

### DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

### 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 Minnesota

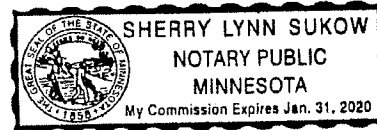
COUNTY OF Hennepin

On March 21, 2016 before me, Sherry L. Sukow, personally appeared Scott Meyer, 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: Sherry Lynn Sukow



#### 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  
☐ ATTORNEY-IN-FACT ☐ GENERAL  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER \_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

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

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## EXHIBIT "A"

### SCOPE OF SERVICES

- I. **Regular Services.** Electrosonic will perform for City the following Services for the flat annual fee of \$20,220, such services to be compensated for pursuant to Section II of Exhibit "C," Schedule of Compensation:
- A. Onsite service labor for trouble-shooting and repairs to covered equipment (i.e., all equipment listed in Exhibit "A-1," Covered Equipment List), 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 Electrosonic.
- 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.
- C. Express freight service to and from the site.
- D. Preventative Maintenance Visits:
1. Two (2) preventative maintenance visits will be provided 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 Electrosonic technician (subject to agreement with City) and present a status report.
    - b. Realign the video projection systems for optimum visual performance (if applicable).

Exhibit A

1

- 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 Electrosonic 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. Electrosonic's Help Desk will be available 24 hours a day and 7 days a week, including holidays, for technical phone support by calling the toll free number (888) 832-4374. Electrosonic remote support technicians will respond to all issues within 24 hours 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 Electrosonic Help Desk.
  - b. The responsible City staff member will be able to engage in telephone troubleshooting with the Electrosonic 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.

Exhibit A

- d. Electrosonic's local employees and/or agents will provide a report of every incident to the City. Full records will be kept at the Minneapolis, MN 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), 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, Electrosonic 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, Electrosonic 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 Electrosonic Service Software Tracking System.

F. **Field Service Report.** As part of the Services performed pursuant to this Section I, Consultant subsequent to performance of each instance of such Services shall promptly provide to City a completed Field Service Report, in a form substantial similar to the sample Field Service Report provided herein as Exhibit A-2.

**II. Ad Hoc Projects.** Electrosonic will perform specified ad hoc projects not covered by Section I above, as required by the Carson City Council and as requested in writing by the Contract Officer, for an aggregate annual not-to-exceed amount of \$100,000, such services to be compensated for pursuant to Section IV of Exhibit "C," Schedule of Compensation.

- A. 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. Upon request for an ad hoc project by the Contract Officer to the Consultant, a scope of work for requested services shall be established and mutually agreed upon. The Consultant shall then provide a proposal to the Contract Officer which includes:

1. Price to complete the requested and agreed upon scope of work
2. A narrative description of scope of work
3. All assumptions and exclusions applicable to the execution of the scope of work as described

The proposal shall include detail of:

4. Line item materials and associated proposed costs to complete the scope of work
5. Line item labor categories and associated proposed costs to complete the scope of work
6. Line items of any anticipated subcontractor labor, supplies, equipment, materials, and travel
7. Line item proposed expenses to complete the scope of work, including but not limited to shipping and handling costs, travel expenses, and necessary equipment rentals

The Contract Officer shall provide a valid purchase order referencing the submitted proposal and reflecting the line item detail of the proposal provided by the Consultant, to confirm authorization of price to complete and scope of work. Upon receipt of a valid purchase order the Consultant shall commence the tasks required to complete the scope of work authorized by the purchase order.

C. No ad hoc projects as provided for in this Section II shall be performed until the Contract Officer has agreed in writing to the fees and/or rates to be charged by Electrosonic for the performance of a requested ad hoc projects.

Exhibit A



- D. 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. 0150615006 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 Electrosonic for the performance of a requested ad hoc projects, the Contract Officer shall confirm that adequate funds remain allocated in City PEG Account No. 0150615006 to cover the entire anticipated cost to the City.

**III. Electrosonic will perform all Service (whether pursuant to Section I or Section II 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.
- B. Electrosonic or its appointed representative will perform all service labor covered by this Agreement.
- C. The Electrosonic Service Group can be reached anytime by calling the toll free number (888) 832-4374.
- D. The Electrosonic Service Group is also available by email at *techsupport@electrosonic.com*.
- E. A Return Material Authorization ("RMA") number for repair can be requested through calling the toll free number (888) 832-4374 or through the RMA request form on Electrosonic's main website at [www.electrosonic.com](http://www.electrosonic.com).
- 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 2.3 of this Agreement or by purchase order.
- G. Electrosonic 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. Electrosonic 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.

Exhibit A

- 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 daily Audio-Visual support needs.
- IV. 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), Electrosonic 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), Electrosonic'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 II of this Exhibit "A," Scope of Services), Electrosonic 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.
- V. 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.**

**EXHIBIT "A-1"**

**COVERED EQUIPMENT LIST**

<b>CHAMBERS</b>			
<b>ID</b>	<b>MANUFACTURER</b>	<b>MODEL</b>	<b>DESCRIPTION</b>
CAM01-01	PANASONIC	AWHE120KPJ	HD PTZ Camera
CAM01-02	PANASONIC	AWHE120KPJ	HD PTZ Camera
CAM01-03	PANASONIC	AWHE120KPJ	HD PTZ Camera
CAM01-04	PANASONIC	AWHE120KPJ	HD PTZ Camera
CLK01-01	DSAN	ASL4-ND3	LED Clock Display
CLK01-02	DSAN	ASL4-ND3	LED Clock Display
CLK01-03	DSAN	ASL4-ND3	LED Clock Display
CLK03-01	DSAN	PSL-20V	Podium Signal Light
CTL05-01	CRESTRON	CNHBLOCK	Cresnet Distribution Amp
CTL05-02	CRESTRON	CNHBLOCK	Cresnet Distribution Amp
CTL07-01	CRESTRON	CNXB4B	Four Button Panel
CTL07-02	CRESTRON	CNXB4B	Four Button Panel
CTL07-03	CRESTRON	CNXB4B	Four Button Panel
CTL07-04	CRESTRON	CNXB4B	Four Button Panel
CTL07-05	CRESTRON	CNXB4B	Four Button Panel
CTL07-06	CRESTRON	CNXB4B	Four Button Panel
CTL07-07	CRESTRON	CNXB4B	Four Button Panel
CTL07-08	CRESTRON	CNXB4B	Four Button Panel
CTL07-09	CRESTRON	CNXB4B	Four Button Panel
CTL07-10	CRESTRON	CNXB4B	Four Button Panel
CTL07-11	CRESTRON	CNXB4B	Four Button Panel
DOC01-01	ELMO	HV-3000XG	Digital Presenter
EXR01-01	CRESTRON	DM-RMC-SCALER-C	Scaling Extender Receiver
EXR02-01	CRESTRON	DM-RMC-100-C	DM Extender Receiver
EXR02-02	CRESTRON	DM-RMC-100-C	DM Extender Receiver
EXR02-03	CRESTRON	DM-RMC-100-C	DM Extender Receiver
EXT01-01	CRESTRON	DM-TX-C-2B-B-T	DM Wall Plate Transmitter
EXT01-02	CRESTRON	DM-TX-C-2B-B-T	DM Wall Plate Transmitter
EXT01-03	CRESTRON	DM-TX-C-2B-B-T	DM Wall Plate Transmitter
EXT01-04	CRESTRON	DM-TX-C-2B-B-T	DM Wall Plate Transmitter

EXT01-05	CRESTRON	DM-TX-C-2B-B-T	DM Wall Plate Transmitter
EXT02-01	CRESTRON	DM-TX-201-C	DM Extender Transmitter
LCD01-01	NEC	V651	65" LCD Monitor
LCD02-01	SAMSUNG	LN52A530	52" LCD TV
LCD02-02	SAMSUNG	LN52A530	52" LCD TV
MIC01-01	SHURE	MX418	18" Gooseneck Mic
MIC01-02	SHURE	MX418	18" Gooseneck Mic
MIC01-03	SHURE	MX418	18" Gooseneck Mic
MIC01-04	SHURE	MX418	18" Gooseneck Mic
MIC01-05	SHURE	MX418	18" Gooseneck Mic
MIC01-06	SHURE	MX418	18" Gooseneck Mic
MIC01-07	SHURE	MX418	18" Gooseneck Mic
MIC01-08	SHURE	MX418	18" Gooseneck Mic
MIC01-09	SHURE	MX418	18" Gooseneck Mic
MIC01-10	SHURE	MX418	18" Gooseneck Mic
MIC01-11	SHURE	MX418	18" Gooseneck Mic
MIC01-12	SHURE	MX418	18" Gooseneck Mic
MIC01-13	SHURE	MX418	18" Gooseneck Mic
MIC01-14	SHURE	MX418	18" Gooseneck Mic
MIC01-15	SHURE	MX418	18" Gooseneck Mic
MIC01-16	SHURE	MX418	18" Gooseneck Mic
MIC01-17	SHURE	MX418	18" Gooseneck Mic
MIC01-18	SHURE	MX418	18" Gooseneck Mic
MIC01-19	SHURE	MX418	18" Gooseneck Mic
MIC01-20	SHURE	MX418	18" Gooseneck Mic
MIC01-21	SHURE	MX418	18" Gooseneck Mic
MIC01-22	SHURE	MX418	18" Gooseneck Mic
MON04-01	HP	1530	15" LCD Monitor
MON04-02	HP	1530	15" LCD Monitor
MON04-03	HP	1530	15" LCD Monitor
MON04-04	HP	1530	15" LCD Monitor
MON04-05	HP	1530	15" LCD Monitor
MON04-06	HP	1530	15" LCD Monitor
MON04-07	HP	1530	15" LCD Monitor
MON04-08	HP	1530	15" LCD Monitor
PRJ01-01	NEC	NP-P451X	Professional Installation Projector
PWR03-01	CRESTRON	CNPWS-75	Cresnet Power Supply 75W
SCN01-01	DALITE	76738	Cosmopolitan Electrol 87x116"

Exhibit A-1

SCN02-01	DALITE	Unknown Screen	Low Voltage
TSC01-01	CRESTRON	TPS 3000	Touch Panel
TSC02-01	CRESTRON	TPS 6	Touch Panel
VDA01-01	EXTRON	P/2 DA6 PLUS	VGA Distribution
VDA01-02	EXTRON	P/2 DA6 PLUS	VGA Distribution
SPK01-01	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-02	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-03	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-04	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-05	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-06	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-07	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-08	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-09	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-10	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-11	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-12	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-13	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-14	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-15	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-16	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-17	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-18	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker

Exhibit A-1

SPK01-19	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-20	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-21	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-22	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-23	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-24	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-25	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK01-26	ELECTRO NIC	CT-8BH	Ceiling Speaker
SPK02-01	JBL	CONTROL23T	70V Wall Mounted Speaker
SPK02-02	JBL	CONTROL23T	70V Wall Mounted Speaker
SPK02-03	JBL	CONTROL23T	70V Wall Mounted Speaker
SPK02-04	JBL	CONTROL23T	70V Wall Mounted Speaker
SPK02-05	JBL	CONTROL23T	70V Wall Mounted Speaker
CTL06-01	CRESTRON	TPS-IMPC	Video Interface Module
<b>CONTROL ROOM</b>			
<b>ID</b>	<b>MANUFACTURER</b>	<b>MODEL</b>	<b>DESCRIPTION</b>
ALS01-01	LISTEN	LT-800-072-01	Assisted Listening
AMP01-01	CROWN	CTs-600	70V 'Power Amplifier
AMP02-01	TOA	A-912MK2	70V 'Power Amplifier
AMP03-01	TOA	P-912MK2	70V 'Power Amplifier
AMP04-01	EXTRON	XPA 2001	70V 'Power Amplifier
AMP05-01	RDL	RU-MLD4T	Audio Distribution
ANT01-01	SHURE	UA844-SWB	Antenna Distribution System
CLK02-01	DSAN	PRO-2000	Speaker Timer
CNV01-01	EXTRON	DSC HD-3G A	HDMI to SDI Scaler

Exhibit A-1

	EXTRON	USP 405	Analog Video Signal Scaler
CNV03-01	MAXCOM	MAX 3257 T	Broadcast Transmitter
CNV04-01	GE	B746AVR	Fiber Extender
CNV05-01	EXTRON	IN1502	Signal Converter
CNV06-01	ATLONA	AT-HD420	Signal Converter
CPU01-01	HP	MIS2021	PC For Camera Switching
CPU02-01	DELL	PRECISION T3610	PC For Presentation System Interface
CPU03-01	HP	OFE AUDIO SYSTEM PC (Compaq SFF)	PC For Audio System Interface
CTL01-01	CRESTRON	CP3N	Control Processor
CTL02-01	CRESTRON	PRO2	Control Processor
CTL03-01	CRESTRON	TPS-GA-TPI	Control System
CTL04-01	CRESTRON	TPS-TPI	Control System
DSP01-01	BIAMP	AUDIA FLEX	Audio Digital Signal Processor
DSP01-02	BIAMP	AUDIA FLEX	Audio Digital Signal Processor
DVD01-01	SONY	SLV-D560P	DVD/VHS combo Player
EXT02-02	CRESTRON	DM-Tx-201-C	DM Extender
	CORNING	FIBER PATCH	Patch Panel
	ADC	FIBER PATCH	Patch Panel
GEN01-01	BLACKMAGIC	CONVMSYNC	Sync Generator
GEN02-01	SIGMA	TSG-490	Test Signal Generator
	AJA	KIPRO	Portable HD Recording
MIC02-01	SHURE	SLX4	Wireless Mic Receiver
MIC02-02	SHURE	SLX4	Wireless Mic Receiver
MIC02-03	SHURE	SLX4	Wireless Mic Receiver
MIC02-04	SHURE	SLX4	Wireless Mic Receiver
MON01-01	JVC	DTR17L4D	Broadcast Rackmount Monitor
MON01-02	JVC	DTR17L4D	Broadcast Rackmount Monitor
MON01-03	JVC	DTR17L4D	Broadcast Rackmount Monitor

Exhibit A-1

MON01-04	JVC	DTR17L4D	Broadcast Rackmount Monitor
MON02-01	ELO	2201L	32" Touch Monitor
MON03-01	HP	ELITE E201	24" LCD Monitor
NET01-01	TRENDNET	TPE-T160	POE Network Switch
NET01-02	TRENDNET	TPE-T160	POE Network Switch
	DELL	OFE NETWORK	Network Switch
NET03-01	DSAN	PSL-PB6	For Timer Communications
	MAP	PD-915R	Rackmount Power Supply
	MAP	PD-915R	Rackmount Power Supply
	MAP	PD-915R	Rackmount Power Supply
	MAP	PD-915R	Rackmount Power Supply
	MAP	PDS-620R	Rackmount Power Supply
PWR03-02	CRESTRON	CNPWS-75	Cresnet Power Supply 75W
SDP01-01	GRANICUS	MEDIA TX	Media Server
SDP02-01	KAON	KTF-S660HDCO	Sreaming Media Player
SDP03-01	TELVUE	PRINCTON B3000	Media Server
SDP04-01	ATT	Unknown Broadcaster	Broadcast Transmitter
SDP05-01	PANASONIC	DMR-T6070	Hard Drive Recorder
SPK04-01	WOHLER	AMP1A	Audio Monitor
	APC	SMART UPS 2200	Uninterruptible Power Supply
VSW01-01	BLACKMAGIC	SWATEMPSW2ME4	Broadcast Switcher
VSW02-01	CRESTRON	DM 16X16	Digital Media Matrix Switcher
VSW03-01	EXTRON	SMX SERIES	Multiplane Matrix Switcher
	AJA	HD1002	Signal Converter
	BLACKMAGIC	CONVMBSH	SDI-HDMI Mini
	BLACKMAGIC	CONVMBSH	SDI-HDMI Mini

Exhibit A-1



	BLACKMAGIC	CONVMBSH	SDI-HDMI Mini
	BLACKMAGIC	CONVMBSH	SDI-HDMI Mini
	Crestron	TPS-4000	TouchPanel
	EXTRON	USP 405	Universal Signal
	EXTRON	RGB DVI 300	Signal Converter
	Shure	UC4-UA	Wireless Mic Receiver
	Shure	UC4-UA	Wireless Mic Receiver
	Shure	UC1	Bodypack Transmitter
	Shure	UC2/58	Handheld Transmitter Microphone
	SHURE	SLX1	Bodypack Transmitter
	SHURE	SLX1	Bodypack Transmitter
	SHURE	SLX1	Bodypack Transmitter
	SHURE	SLX1	Bodypack Transmitter
	SHURE	SM58	WL Handheld Mic for SLX4
	SHURE	SM58	WL Handheld Mic for SLX4
	SHURE	SM58	WL Handheld Mic for SLX4
	SHURE	SM58	WL Handheld Mic for SLX4
	CRESTRON	DMC-C	8G+ Input Card for DM 16X16
	CRESTRON	DMC-C	8G+ Input Card for DM 16X16
	CRESTRON	DMC-C	8G+ Input Card for DM 16X16
	CRESTRON	DMC-C	8G+ Input Card for DM 16X16
	CRESTRON	DMC-C	8G+ Input Card for DM 16X16
	CRESTRON	DMC-C	8G+ Input Card for DM 16X16
	CRESTRON	DMC-C	8G+ Input Card for DM 16X16
	CRESTRON	DMC-HD	HDMI Input Card for DM 16X16
	CRESTRON	DMC-HD	HDMI Input Card for DM 16X16

Exhibit A-1

	CRESTRON	DMC-HD	HDMI Input Card for DM 16X16
	CRESTRON	DMC-VID-BNC	Video Input Card for DM 16X16
	CRESTRON	DMC-DVI	DVI/RGB Input Card for DM
	CRESTRON	DMC-DVI	DVI/RGB Input Card for DM
	CRESTRON	DMC-DVI	DVI/RGB Input Card for DM
	CRESTRON	DMC-SDI	SDI Input Card for DM 16X16
	CRESTRON	DMC-SDI	SDI Input Card for DM 16X16
	EXTRON	SMX 88 V	8X8 Composite Matrix Plane
	EXTRON	SMX 1616 V	16X16 Composite
	EXTRON	SMX 88 A	8X8 Audio Matrix Plane
	EXTRON	SMX 1616 A	16X16 Audio Matrix Plane
<b>ELSEWHERE</b>			
	<b>MANUFACTURER</b>	<b>MODEL</b>	<b>DESCRIPTION</b>
	Crestron	C2N-VEQ4	Volume Controller
	Dell	PowerEdge 650	Rackmount PC
	Dell	Poweredge R710	Server
	Extron	VSC 700	Video Scan Converter
	Extron	Crosspoint 300 1616	RGBHV/Audio matrix switcher
	FOR.A	FA-220	Time Base Corrector
	Grass Valley	Unknown	Cardframe
	Hotronic	AP41	Frame Synchronizer
	JVC	TM1050PND?	10 inch color monitor
	JVC	TM1050PND?	10 inch color monitor
	JVC	TM1050PND?	10 inch color monitor
	JVC	TM1050PND?	10 inch color monitor

01007.0001/281060.1

Exhibit A-1

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	Lectrosonics	AM16/12	Automatic Matrix Mixer
	Lectrosonics	AM16/12	Automatic Matrix Mixer
	Motorola	DCT-2000	Digital Cable Tuner
	Panasonic	AW-RP605A/AW-RP615A	Camera Control Panel
	Panasonic	DMR-T6070	HD Recorder
	Panasonic	AW-PS300	Camera Power Supply
	Panasonic	AW-PS300	Camera Power Supply
	Panasonic	AW-PS300	Camera Power Supply
	Panasonic	AW-PS300	Camera Power Supply
	RTS Systems	416	Audio Distribution Amp
	Shure	DFR11EQ	Feedback Reducer
	Shure	DFR11EQ	Feedback Reducer
	Shure	DFR11EQ	Feedback Reducer
	Videotek	Prodigy	Composite Video Switcher
	Videotek	TVM-675	Waveform Vectorscope
	Videotek	VDA-16	Video Distribution Amp
	Videotek	VDA-16	Video Distribution Amp

Exhibit A-1  
9

## Field Service Report

11/11/2016 7:42:59 AM

**Call: CALL-118313**


LLCINQDYNHYPHLLZJH

<b>Customer</b>	<b>Firm</b>	<b>Call Details</b>
REF5		Job No. 10133
City of Carson	City of Carson	Reference Job No.
Robert Eggert	Robert Eggertson	Plan C00461
PO Box 6234	PO Box 6234	Estimate Schedule
Carson, CA 90749	Carson, CA 90749	Est Type Field PM
		Target Completion Date 11/15/2015
Phone No. 310-852-1756	Phone No. 310-852-1755	Room Code
E Mail	E Mail	

Description of Scope of Work: System Fault / PM / System Installation				
Type	Date	Time	Created By	Comment
Action	11/11/2015	10:25 AM	REG CCG34	Seen to start 11/12 @ 15:00 PM v4.0

Work Performed		
<p>Tested Black Magic signals &amp; troubleshoot; Voltage out of new BM SDI to composiit was .8v p-p. Decided to re-install new 4K production switch and it's now working, &amp; tested all functionality.</p> <p>PM'd all rack gear, modules &amp; misc.</p>		
Rack Pageant:	Model #	Serial #
Description of Fault:		
Follow-Up Action:		

Travel and Labor Time					
Electronic RST	Date	Td	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 Representation:	Date:
Scott P. Walczak	11-18-15
Client Signature:	Date:
	
Please Print Name.	Title.

## **EXHIBIT "B"**

### **SPECIAL REQUIREMENTS (Superseding Contract Boilerplate)**

**I. Section 8.12, City Warranties, is hereby added to Agreement as follows:**

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

- a) Equipment is accessible to Electrosonic service representatives for service and maintenance from the front and from the rear.
- b) Electrosonic 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 8.13, City Responsibilities, is hereby added to Agreement as follows:**

“8.13 City Responsibilities.

- a) City is responsible for complying with all laws and regulations and for securing all work permits and/or local approvals and licenses where applicable, and for paying the costs thereof.
- b) City will cooperate with Electrosonic 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 Electrosonic for purposes of performance of the Services, within the context of the protection of privacy rights and as limited by California law.
- c) City will respond promptly to any request from Electrosonic to provide direction, information, approvals, authorizations or decisions that are necessary for Electrosonic to perform Services or deliver the Products.”

**III. Section 2.2, Invoices, is hereby amended by deleting its first paragraph in its entirety, to be replaced with the following:**

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“(a) Ad Hoc Projects. Pursuant to performance of any ad hoc projects as described more fully in Section II of Exhibit A, Scope of Services, the Consultant shall furnish an original invoice reflecting the proposed price details as described in Exhibit “A”, Scope of Services, Section II.B., 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.

(b) Regular Services. Each month Consultant shall also furnish to City an invoice consisting of the monthly flat fee for services performed in the preceding month pursuant to Section I of Exhibit “A,” Scope of Services. When Services are performed pursuant to payment of the flat fee as described more fully in Exhibit A, Scope of Services, Section I, 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 4.3, Prohibition Against Subcontracting or Assignment, is hereby amended as follows (new text is identified in *bold & italics*, deleted text in ~~strike through~~):**

“4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without *either* the express written approval of the City *or the verbal approval of the City Contract Officer. If verbal approval is provided then any dispute over such verbal approval shall be resolved in favor of the City.* Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

**V. Section 5.3, Indemnification, is hereby amended by adding the following paragraph:**

“To the full extent permitted by law, City agrees to indemnify, defend and hold harmless the Consultant, 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 City, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which City is legally liable (“indemnitors”), or arising from City’s or indemnitors’ reckless or willful misconduct, or arising from City’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of Consultant’s sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of City and shall survive termination of this Agreement.”

**VI. Section 5.2, General Insurance Requirements, is hereby amended in its first paragraph as follows (new text is identified in *bold & italics*, deleted text in ~~strike through~~):**

“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. 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 ***Consultant shall provide*** thirty (30) days prior written notice by certified mail return receipt requested to the City ***in the event any policy of the aforementioned insurance is amended or cancelled.*** 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 this 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. ***Each insurance policy shall name the City as an additional insured, which shall serve as a blanket endorsement (in lieu of individual endorsements by name) of all elected and appointed officers, employees and agents of City.*** City reserves the right to inspect complete, certified copies of and endorsement 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."

**VII. Section 6.1, Records, is hereby amended as follows (new text is identified in *bold & italics*, deleted text in ~~strike-through~~):**

"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 and shall keep such records for a period of three years following completion of the services hereunder. ***Upon receipt of 48 hours 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.

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## **EXHIBIT "C"**

### **SCHEDULE OF COMPENSATION**

- I. Consultant shall perform all Services described in Section I of Exhibit "A," Scope of Services, for an annual flat fee of \$20,220. The annual fee shall be paid monthly in twelve (12) equal payments of \$1,685, pursuant to invoice.**
- II. The City will compensate Consultant for the Services performed pursuant to Section I of Exhibit "A," Scope of Services, upon submission of a valid invoice for the preceding calendar month's flat service fee of \$1,685. Each invoice shall be submitted monthly.**
- III. Consultant shall perform all services described in Section II of Exhibit "A," Scope of Services, for the Consultant proposed price as accepted and authorized by receipt of a valid City issued purchase order prior to performance of each requested service, for an aggregate annual amount paid for all such services not-to-exceed \$100,000, to be paid for through City of Carson PEG Account No. 0150615006.**
- IV. The City will compensate Consultant for all services performed as described in Section II of Exhibit "A," Scope of Services upon submission of a valid invoice. Each invoice for services performed as described in Section II of Exhibit "A," Scope of Services is to include:**
  - A. Line items as they appear on the associated valid City issued purchase order referencing the proposed pricing to complete the requested ad hoc projects, including:**
    1. Line item materials and associated costs (as proposed) to complete the scope of work.
    2. Line item materials and associated costs (as proposed) to complete the scope of work.
    3. Line item price (as anticipated) of any subcontractor labor, supplies, equipment, materials and travel.
    4. Line item expenses (as proposed) to complete the work, including by not limited to shipping and handling costs, travel expenses and necessary equipment rentals.
- V. The total compensation for the Services (pursuant to Section I and Section II of Exhibit "A," Scope of Services) shall not exceed \$120,220, as provided in Section 2.1 of this Agreement.**

Exhibit C

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**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all services timely in accordance with the terms and specifications provided for under the Agreement.**
- II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

Exhibit D

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/22/2015

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).

<b>PRODUCER</b> Associated Financial Group Ahmann-Martin 7555 Market Place Drive Eden Prairie MN 55344	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 952-947-9700 <b>FAX (A/C, No):</b> 952-947-9793	
<b>INSURED</b> Electrosonic, Inc. 10320 Bren Road East Minnetonka MN 55343	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Travelers Prop. Cas Co of Amer	25674
	<b>INSURER B:</b> Falvey Cargo Underwriting	
	<b>INSURER C:</b> The Charter Oak Fire Ins. Co.	25615
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

### COVERAGES

CERTIFICATE NUMBER: 1678145151

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		630-468M3732	12/31/2015	12/31/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA-468M3732	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		CUP-468M3732	12/31/2015	12/31/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	UB-468M3732	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
A B B	Technology E&O/Cyber/Media Liab Inventory Incl Stored Materials IM/ Installation Floater		ZPL-15S08553 MC-2722 / WC-2722 MC-2722 / WC-2722	12/31/2015 12/31/2015 12/31/2015	12/31/2016 12/31/2016 12/31/2016	\$5,000,000 See Below if Applies \$2,000,000 Ea Claim/Aggr \$5,000 Ded.

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

### CERTIFICATE HOLDER

Carson City Hall  
701 E Carson Street  
Carson CA 90745

### 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

*Richard Johnson III*

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