

## **AMENDMENT NO. 1**

### **TO AGREEMENT FOR CONTRACT SERVICES**

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

### **RECITALS**

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

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

C. Section 4.5 of the Agreement provides that "neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City." Accordingly, Broadcast's January 1, 2020 letter was ineffective in that it lacked City approval. Furthermore, a retroactive transfer is not permitted under the Agreement due to the requirement of prior City approval, and as such, the Agreement, absent an amendment, does not permit a transfer from Broadcast to Consultant that is effective as of January 1, 2020. However, the City is amenable to the requested assignment, as is Consultant. Therefore, the City and Consultant now see fit to enter into this Amendment No. 1 to add an exception to Section 4.5 of the Agreement to authorize a transfer and assignment of Broadcast's rights, interests, duties and obligations under the Agreement to Consultant, effective retroactively as of January 1, 2020, and Broadcast acknowledges and consents to same.

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

Exhibit No. 1

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

## TERMS

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

2. **Contract Changes.**

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

"The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. ***Notwithstanding the foregoing, and as a sole exception thereto, City approves of the assignment and transfer of the Consultant's rights, interests, duties, and obligations under this Agreement from "Broadcast Support, Inc.," a California Corporation, to Donald Alan Sprague, DBA "Don's Audio Visual Services," a sole proprietorship, as requested and agreed to by said parties, effective January 1, 2020.*** No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City."

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

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

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

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

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

5. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

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

[SIGNATURES ON FOLLOWING PAGE]

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

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Albert Robles, Mayor

Dated: \_\_\_\_\_, 2020

**ATTEST:**

\_\_\_\_\_  
Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

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

**CONSULTANT:**

DON'S AUDIO VISUAL SERVICES, a sole proprietorship

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

Dated: \_\_\_\_\_, 2020

**ACKNOWLEDGMENT AND CONSENT:**

BROADCAST SUPPORT, INC., a California Corporation

By: \_\_\_\_\_  
Scott Ramsay, President

By: \_\_\_\_\_  
Scott Ramsay, Secretary  
Address: 2539-F W. 237<sup>th</sup> St.  
Torrance, CA 90505

Dated: \_\_\_\_\_, 2020

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

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2020 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	_____
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	TITLE OR TYPE OF DOCUMENT _____
<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: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ _____		DATE OF DOCUMENT _____ _____ _____
		SIGNER(S) OTHER THAN NAMED ABOVE _____ _____ _____

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