

## 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 MEDIASTAR INC., a California corporation (“Consultant”), is entered into effective as of the \_\_\_\_ day of May, 2020.

### RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated March 17, 2020 (“Agreement”) whereby Consultant agreed to provide City services to maintain and operate certain audio/visual equipment and software used for City Council meetings, including those concerning remote interfacing capabilities that became necessary due to the COVID-19 pandemic and State issued guidelines.

B. City and Consultant now desire to amend the Agreement to add services for remote management of City Council Special Meetings increasing compensation by \$11,250 for a total Contract Sum not to exceed \$74,222.

### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text in ***bold italics*** and deleted text in ~~striketrough~~).

a. Section 2.1, “Contract Sum,” of the Agreement is hereby amended to read 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 ***Seventy Four Thousand Two Hundred Twenty Two Dollars (\$74,222)*** ~~Sixty Two Thousand Nine Hundred Seventy Two Dollars (\$62,972)~~ (“Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

b. Section V of Exhibit “A” of the Agreement, “Scope of Services,” is hereby amended to read in its entirety as follows:

~~V. Consultant will perform all Services (whether pursuant to Section I, Section II, Section III or Section IV 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, which list may be amended by the City from time to time.~~

~~B. Consultant, not a subcontractor, or Consultant’s authorized employees listed in~~

~~Section VI. of this Exhibit "A" will perform all service labor covered by this Agreement.~~

~~C. The Consultant Service Group can be reached anytime by calling the office number (530) 828-8772.~~

~~D. The Consultant Service Group is also available by email at [DaveP2006@Mediastar-SG.com](mailto:DaveP2006@Mediastar-SG.com).~~

~~E. A Return Material Authorization ("RMA") number for repair can be requested through calling the office number (530) 828-8772 or through the RMA request form provided by Consultant.~~

~~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 1.8 of this Agreement or by purchase order.~~

~~G. Consultant 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. Consultant 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.~~

~~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 Audio-Visual support needs. Expert technicians shall be reached by calling Consultant's Help Desk.~~

*"V. Consultant shall deploy two staff members to provide remote meeting management services for each City Council Special Meeting. The services will involve pre-meeting setup of recording, audio and external source equipment (currently a Zoom capable PC in the new studio). During the meeting, Consultant's operators will manage the video switching, muting and audio levels. Consultant will also create lower 1/3 graphics to be overlaid on the meeting video and slides for the*

***beginning of the meetings, end of meetings, and closed session meetings, if needed. After the meetings, Consultant shall post-edit the meetings, and trim and fix audio and video issues with the recording and re-encode the meetings. Consultant will send the finished video to the City's video server and will modify the existing schedule to add the meeting to the existing schedule as directed by the Contract Officer."***

c. Section V of Exhibit "A" of the Agreement, "Scope of Services," is hereby renumbered to Section VI and the first paragraph is amended to read in its entirety as follows:

"Consultant will perform all Services (whether pursuant to Section I, Section II, Section III, ~~or~~ Section IV, ***or Section V*** above) for the City pursuant to the following conditions, requirements and/or warranties:"

d. Sections VI, VII and VIII of Exhibit "A" of the Agreement, "Scope of Services," are hereby renumbered to Sections VII, VIII and IX, respectively.

e. Section VI of Exhibit "C" of the Agreement, "Schedule of Compensation," is hereby amended to read as follows:

~~VI. The total compensation for the Services (inclusive of Section I, Section II, Section III, and Section IV of Exhibit "A," Scope of Services) shall not exceed \$62,972, as provided in Section 2.1 of this Agreement.~~

***"VI. With respect to the remote Special Meeting services to be provided pursuant to Section V of Exhibit "A," Scope of Services, the City will compensate Consultant for the services performed in an amount not to exceed \$11,250."***

f. Section VI of Exhibit "C" of the Agreement, "Schedule of Compensation," is hereby renumbered to Section VII and amended to read in its entirety as follows:

"The total compensation for the Services (inclusive of Section I, Section II, Section III, ~~and~~ Section IV, ***and Section V*** of Exhibit "A," Scope of Services) shall not exceed ~~\$74,222~~***\$62,972***, as provided in Section 2.1 of this Agreement."

g. Section VII of Exhibit "C" of the Agreement, "Schedule of Compensation," is hereby renumbered to Section VIII.

h. Section IE of Exhibit "D" of the Agreement, "Schedule of Performance," is hereby added as follows:

***"E. All tasks listed under Section V of Exhibit "A" will be performed by Consultant for each designated City Council Special Meeting currently anticipated to be held twice per month."***

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

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

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

5. **Authority.** The persons executing this Amendment 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 on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment 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 on the date and year first-above written.

**CITY:**

CITY OF CARSON, a municipal corporation

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

**ATTEST:**

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

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
(rjl)

**CONSULTANT:**

MEDIASTAR INC., a  
California corporation

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**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 \_\_\_\_\_, 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"/>	_____ 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)	_____
<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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<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