

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City"), and MEDIASTAR INC., a California corporation ("Consultant"), is entered into effective as of the _____ day of June, 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, until expiration of the Agreement on June 30, 2020.

B. On May 5, 2020, City and Consultant amended the Agreement ("Amendment No. 1") to add services for remote management of City Council Special Meetings increasing compensation by \$11,250 from \$62,972 for a total Contract Sum not to exceed \$74,222.

C. City and Consultant now desire to amend the Agreement again to extend the term an additional six (6) months from July 1, 2020 through December 31, 2020 ("Extended Term"), to add additional support for on-site and remote regular City Council meetings and provide on-site training to City staff on how to manage the meetings, to remotely manage all meetings other than regular City Council meetings and train City staff for the same, and to train City staff how to modify the existing schedule for airing on the local cable channels, City website and City's social media (collectively, "Additional Services").

D. The Contract Sum of \$74,222 will be increased by \$24,900 attributable to the Additional Services provided during the Extended Term for a new total Contract Sum of \$99,122.

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 ***Ninety Nine Thousand One Hundred Twenty Two Dollars*** ~~Seventy Four Thousand Two Hundred Twenty Two~~

~~Dollars (\$99,122\$74,222)~~ (“Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

b. Section 3.4, “Term,” of the Agreement is hereby amended to read as follows:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until ~~June 30, 2020~~ **December 31, 2020**, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

c. Section 9.9, “City Responsibilities,” of the Agreement is hereby amended to read as follows:

“9.9 City Responsibilities.

a) City will cooperate with Consultant 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 Consultant for purposes of performance of the Services, within the context of the protection of privacy rights and as limited by California law.

b) City will respond promptly to any request from Consultant to provide direction, information, approvals, authorizations or decisions that are necessary for Consultant to perform Services or deliver the Products.

c) The City will ensure that the on-site training sessions provided to City staff during City Council regular meetings are compliant with CDC guidelines and that the City staff/interns are tested for Covid-19 prior to the training sessions in accordance with CDC guidelines or City’s standard Covid-19 precautionary procedures associated with gatherings within City facilities.”

d. Section VII of Exhibit “A,” “Scope of Services,” of the Agreement, is hereby deleted in its entirety and replaced with the following:

~~“VII. 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”~~

“VII. Additional Services.

1. Support for Regular City Council Meetings. Consultant shall provide support for on-site and remote regular City Council meetings. This includes two (2) site visits per month such that the site visits will coincide with regular Council meetings. At least one (1) of Consultant’s staff members will be deployed for each Council meeting. The proposed cost associated with these services are for support services only and do not include any replacement of equipment or any project labor

beyond providing support resources for the site. Consultant will deliver training to City staff on-site during these meetings. Consultant shall also train City staff on how to modify the existing schedule for airing on the local cable channels, City website and City's social media, and add the meeting to the existing schedule as directed by the Contract Officer (limited to videos and a few slides).

Consultant will send the finished video to the video server.

2. Remote Management of Meetings Other than Regular City Council Meetings for the Period July 2020 through September 2020. For all meetings starting July 2020 through September 2020 (for a total of six meetings) other than regular Council meetings (e.g., special meetings, Planning Commission meetings, etc.), Consultant shall remotely manage those meetings and also train City staff on how to manage the meetings. During these remote meetings, Consultant shall conduct a pre-meeting test of recording, and audio and external source equipment (currently a Zoom capable PC in the new studio). Consultant will notify City staff if any equipment is not working as required prior to the meeting. During the meeting, Consultant's staff 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 meeting, end of the meeting and closed session, if needed. After the meeting, Consultant will post-edit the meeting, trimming, fixing audio and video issues with the recording and re-encoding the meeting.

Consultant will send the finished video to the video server. Consultant shall also install additional cabling to allow remote management of the cameras until the Phase II cameras are installed at a later date. Consultant will install such cables by no later than September 1, 2020."

e. Section VII of Exhibit "A," "Scope of Services," of the Agreement, is hereby renumbered to Section VIII.

f. Sections VIII of Exhibit "A," "Scope of Services," of the Agreement, is hereby renumbered to Section IX.

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

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

"The City shall compensate Consultant an amount of \$20,400 for performance of services under Task VII(1) of Exhibit "A" and an amount of \$4,500 for performance of services under Task VII(2) of Exhibit "A," for a total not to exceed amount of \$24,900 under Task VII of Exhibit "A."

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

"The total compensation for the Services (inclusive of Section I, Section II, Section III, Section IV, ~~and~~ Section V, **and Section VII** of Exhibit "A," Scope of Services) shall not exceed ~~\$99,122~~^{\$74,222}, as provided in Section 2.1 of this Agreement."

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

j. Section I(F) of Exhibit "D," "Schedule of Performance," of the Agreement, is hereby added as follows:

"F. All tasks listed under Section VII(1) of Exhibit "A" will be performed between July 1, 2020 and December 31, 2020 (the Extended Term), and all tasks performed under Section VII(2) of Exhibit "A" shall be performed between July 2020 and September 2020."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, all provisions of the Agreement and Amendment No. 1 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 and Amendment No. 1.

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 and Amendment No. 1. 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 and Amendment No. 1. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1 and this Amendment No. 2, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority.** The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 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"/>	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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STATE OF CALIFORNIA

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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.

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<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