ID# 14-113
7/17/2014

CITY OF FRESNO
City Clerk's Office (Original)

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this 17th day of April, 2014, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation, ("CITY"), and Community Media Access Collaborative, a California non-profit public benefit corporation, ("CONSULTANT").

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated July 20, 2010, for Public, Education and Government Access services, (hereinafter referred to as "Agreement;");

WHEREAS, CONSULTANT has satisfactorily performed the scope of services described in the Agreement;

WHEREAS, City desires to modify the scope of work of the Agreement to include additional video production services beyond what CONSULTANT currently provides;

WHEREAS, the modified scope of work contained in Attachment A of this Amendment shall expire one year from the date of this Amendment; and

WHEREAS, CITY now desires to provide additional compensation to CONSULTANT for the additional scope of services described in this Amendment.

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall provide additional services as described in Attachment "A", attached hereto and incorporated herein by reference. Such additional services shall be completed within 365 days following execution of this Amendment by both parties.

2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a rate of $50 per production hour. The estimated annual payment shall be approximately $26,000 to $27,000.

3. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

4. Except as otherwise provided herein, the Agreement entered into by CITY

and CONSULTANT, dated July 20, 2010, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written

CITY OF FRESNO,
a municipal corporation

By: _____
Bruce Rudd, City Manager

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: Sherri L. Badertscher
Deputy 8/12/2014

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____ 4/30/14
Brandon M. Collet Date
Deputy City Attorney

COMMUNITY MEDIA ACCESS COLLABORATIVE, a California non-profit public benefit corporation

By: _____

Name: JAKE HOLT

Title: Vice Chair
(if corporation or LLC, Board Chair, Pres. or Vice Pres.)

By: _____

Name: Jan Biggs

Title: Secty
(if corporation or LLC, CFO, Treasurer, Secretary or Assistant Secretary

Addresses:

CITY:
City of Fresno
Attention: _____
2600 Fresno Street
Fresno, CA 93721
Phone: _____
FAX: _____

CONSULTANT:
Community Media Access Collaborative
Attention: Jerry Lee, Board Member
1555 Van Ness Avenue
Fresno, CA 93721
Phone: (559) 266-2622
FAX: NA

Attachment: Attachment A – Scope of Services

Attachment A

SCOPE OF SERVICES

VIDEO PRODUCTION SCOPE OF SERVICES

This scope of services is between Community Media Access Collaborative (hereinafter known as "CMAC") and the Information Services Department of the City of Fresno, (hereinafter known as "Client") for the purpose of contracting video production services beyond that which CMAC already provides to the City of Fresno.

CMAC agrees to record and edit all Fresno City Council Meetings and all of the Mayor's press conferences for Client for a period of one year from the date this contract is signed by both CMAC and Client, according to the following provisions:

- CMAC will record and edit all calendared Fresno City Council meetings and all special meetings for a period of one year with the option to continue this contract for as much additional time as the Client deems appropriate. CMAC estimates there to be 43 meetings during this time period.

- CMAC will record and edit all of the Mayor's press conferences for a period of one year with the option to continue this contract for as much additional time as the Client deems appropriate. CMAC estimates there to be 24 press conferences during this time period.

- CMAC will track the number of production hours incurred and will invoice the Client at the end of each month.

- Client agrees to pay CMAC at the rate of $50 per production hour. Payment to CMAC will be made monthly upon Client's receipt of CMAC's invoice. CMAC estimates a total annual payment of around $26,000 - 27,000.

CMAC – 1555 Van Ness Ave – Fresno, CA 93721 – 559.266.2622