

SECOND AMENDMENT TO SERVICES AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____, 2023, amends the Agreement entered between the City of Fresno, a municipal corporation (City), and Community Media Access Collaborative, a California non-profit public benefit corporation (Consultant). The City and the Consultant are collectively referred as the "Parties" in this Amendment.

RECITALS

WHEREAS, City and Consultant entered into a Services Agreement, dated July 20, 2010, for Public, Education and Government Access services Agreement; and

WHEREAS, the Agreement was amended (First Amendment) on April 17, 2014, to add additional services and increase the per hour production rate.

WHEREAS, given inflation, the rising cost of doing business and that Consultant has not had a rate increase in 9 years, City now desires to increase Consultant's compensation for the scope of services described in the attachment.

AMENDMENT

NOW, THEREFORE, the Parties agree that the Agreement is amended as follows:

1. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment, as detailed on **Exhibit A** shall be a rate of \$85 per person per production hour. The estimated annual payment shall be approximately \$30,000.

2. This Amendment shall become part of and subject to the terms and conditions of the Agreement, which except as modified herein, remains unchanged and in full force and effect. However, to the extent that the terms and conditions expressly set forth in this Amendment conflict with the terms and conditions of the Agreement, the terms and conditions expressly set forth in this Amendment will prevail. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the meanings assigned to such terms in the Agreement.

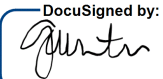
3. By signing below, the undersigned certify that they have read and understand, and agree to be legally bound by, this Amendment.

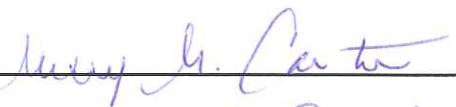
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement at Fresno, California, on the day and year first above written.

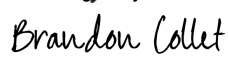
CITY OF FRESNO,
a California municipal corporation

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

DocuSigned by:
By:  9/14/2023
4B59C02BA274430
Georgeanne White
City Manager

By: 
Name: Missy M. Cartier
Title: CMAC Board Chair
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

DocuSigned by:
By:  9/11/2023
10FC5444CAA04BD...
Brandon M. Collet Date
Supervising Deputy City Attorney

By: 
Name: Kevin Hamilton

Title: CMAC Board Treasurer
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy

ADDRESSES:

CITY:

City of Fresno
Attention: Bryon Horn
Chief Information Officer
2600 Fresno Street, Room 1059
Fresno, CA 93721
Phone: (559) 621-7119

CONSULTANT:

Community Media Access Collaborative
Attention: Bryan Harley
Executive Director
1555 Van Ness, Suite #201
Fresno, CA 93721
Phone: (559) 266-2622

Attachment: Exhibit A



EXHIBIT 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 provide video production services 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.
- CMAC will be available to record and edit other meetings or events by request and approval of the Client.
- CMAC will track the number of production hours incurred and will invoice the Client every 6 months.
- Client agrees to pay CMAC at the rate of \$85.00 per crew member per production hour. Payment to CMAC will be made monthly upon Client's receipt of CMAC's invoice.