AMENDMENT NO. 2

TO CONTRACT SERVICES AGREEMENT BY AND BETWEEN THE CITY OF BELL AND SWAGIT PRODUCTIONS, LLC

This AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT BY AND BETWEEN THE CITY OF BELL AND SWAGIT PRODUCTIONS, LLC., ("Amendment No. 2") by and between the CITY OF BELL ("City") and SWAGIT PRODUCTIONS, LLC., a Texas Corporation ("Contractor") is effective as of the 13th day of June, 2018.

RECITALS

A. The City and the Contractor entered into that certain Contract Services Agreement dated March 7, 2016, ("Agreement") whereby Contractor agreed to produce live web-streaming and record regular and special meetings of the City Council of the City of Bell and maintain statistics on viewership.

B. The term of the Agreement was for 15 months, from March 7, 2016 to June 30, 2017, with a total maximum compensation of $14,800.00.

C. On July 1, 2017, the City and Contractor executed Amendment No. 1 to the Agreement whereby the City and Contractor agreed to extend the term of the Agreement for an additional one-year, ending on June 30, 2018.

D. Amendment No. 1 also increased the total maximum compensation due under the Agreement by $11,100.00 from $14,800.00 to $25,900.00 to account for the one-year extension.

E. By this Amendment No. 2, the City and Contractor now desire to extend the term of the Agreement by one additional year, from July 1, 2018 to June 30, 2019.

F. To account for the extension on the term, the City and Contractor also desire to amend the Agreement to increase the maximum compensation due to Contractor by an additional $11,100.00, from $25,900.00 to $37,000.00.

G. Except as amended hereby, this extension is subject to the same terms and condition as provided in the Agreement and Amendment No. 1.

TERMS

1. Contract Amendments. The Agreement is amended as provided herein.
a. Section 2.1, “Contract Sum,” is hereby amended and shall now read as follows:

“2.1 **Contract Sum.** For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by reference, but not exceeding the maximum contract amount of Thirty-Seven Thousand Dollars and No Cents ($37,000.00) (“Contract Sum”).”

b. Section III of Exhibit C, “Schedule of Compensation,” shall be amended to read as follows:

“III. The total compensation for the Services shall not exceed Thirty-Seven Thousand Dollars and No Cents ($37,000.00) as provided in Section 2.1 of this Agreement.”

c. Section IV of Exhibit D, “Schedule of Performance,” shall be amended to read as follows:

“IV. The Term of the Agreement shall expire on June 30, 2019.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, all provisions of the Agreement 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 Nos. 1 and 2.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor 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.

Contractor 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 Contractor that, as of the date of this Amendment No. 2, Contractor 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 BELL, a California municipal corporation

[Signature]
Galenio Joel Gallardo
Mayor

ATTEST:

[Signature]
Angela Bustamante
City Clerk

APPROVED AS TO FORM:

[Signature]
David J. Aleshire
City Attorney

CONTRACTOR:

SWAGIT PRODUCTIONS, LLC., a Texas Corporation

By:

[Signature]
Name: Bryan Halley
Title: President

[Signature]
Name: David Owusu
Title: Vice-President

Address: 12801 North Central Expressway Suite 900
Dallas, Texas 75243

NOTE: CONTRACTOR'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 DEVELOPER'S BUSINESS ENTITY.
CERTIFICATE OF ACKNOWLEDGMENT

The State of Texas
County of Dallas

On July 17, 2018 before me, Brandy Morris (insert the name and character of the officer), on this day personally appeared Bryan Halley, known to me (or) proved to me on the oath of Texas Driver’s License (description of identity card or other document), to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

Given under my hand and seal of office this 17th day of July, 2018

Brandy J. Morris
(Signature)

BRANDY J. MORRIS
Notary Public, State of Texas
Comm. Expires 03-13-2022
Notary ID 129746523
CERTIFICATE OF ACKNOWLEDGMENT

The State of Texas

County of Dallas

On __________, 2018 before me, ________________ (insert the name and character of the officer), on this day personally appeared ________________ known to me (or) proved to me on the oath of ________________ (description of identity card or other document), to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

Given under my hand and seal of office this __________ day of ______________, 2018.

__________________________
(Signature)