AMENDMENT NO. 1

AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment No. 1") by and between the CITY OF BELL, a municipal corporation ("City") and, Swagit Productions, LLC, ("Consultant" or "Contractor") is effective as of the 11th day of February, 2015.

RECITALS

A. City and Contractor entered into an Agreement for Contractual Services dated February 6, 2013 ("Agreement") whereby Contractor agreed to record and live webstream Bell City Council Meetings as described in the Scope of Services in the Agreement ("Services").

B. City and Contractor desire to execute Amendment No. 1 to the Agreement to continue the Services and extend the term of the Agreement through February 7, 2016 for an amount not to exceed $11,100 per year.

TERMS

1. Contract Changes. The Agreement is amended as provided herein.

Section 2.1 of the Agreement is hereby amended as follows:

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amount 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 Eleven Thousand One Hundred Dollars ($11,100) per year unless additional compensation is approved pursuant to Section 1.10.

Section 3.5 of the Agreement is hereby amended as follows:

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until February 11, 2016, except as otherwise provided in the Schedule of Performance (Exhibit “D”).

The following Exhibits are amended:

a. Compensation (Exhibit “C”)

These exhibits, which are attached hereto and incorporated herein, amend and supersede the existing exhibits attached to the Agreement and incorporated therein.

01135.0001/239988.1
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 Contract Services Agreement.

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, 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, 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.

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

CITY:

CITY OF BELL

Nestor Enrique Valencia, Mayor

ATTEST:

Angela Bustamante, Acting City Clerk

APPROVED AS TO FORM:

ALESHERE & WYNDER, LLP

David Aleshere, City Attorney

CONTRACTOR:

Swagit Productions, LLC

By: __________
Name: Bryan Halley
Title: President

By: __________
Name: 
Title:

Two signatures are required if a corporation

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.
STATE OF TEXAS

COUNTY OF COLLIN

On March 10, 2017 before me, Zohib Feroz Mohammed, personally appeared Bryan Halley, 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 Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: ____________________________

[Seal]

03-21-17
EXHIBIT “C”
COMPENSATION

I. Contractor shall perform the following tasks and shall be compensated as set forth herein:

   A. Monthly Remote Streaming of Bell City Council Meetings.

Billing shall be conducted monthly for streaming and indexing meetings at a cost of $925 per month as part of the selection of Package 1, up to 30 indexed meetings per year which includes on-demand, live video streaming and remote switching.

II. The City will compensate the Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:

   A. Line items for all personnel describing the work performed and the number of meetings.

   B. Line items for all materials and equipment properly charged to the Services.

   C. Line items for all other approved reimbursable expenses claimed, with supporting documentation

   D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Monthly Remote Streaming of Bell City Council Meetings shall not exceed Eleven Thousand One Hundred Dollars ($11,100) per year as provided in Section 2.1 of this Agreement.
# CERTIFICATE OF LIABILITY INSURANCE

**DATE (MM/DD/YYYY):** 03/10/2016

**PRODUCER**
Scott Moltzan Insurance Agency  
2829 N. Central Expy, STE 120  
Richardson TX 75080

**INSURED**
SWAGIT PRODUCTIONS LLC  
850 CENTRAL PARKWAY E SUITE 100  
PLANO TX 75074

**COVERAGES**

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<th>INSURER</th>
<th>CERTIFICATE NUMBER</th>
<th>REVISION NUMBER</th>
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**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**CONTACT**

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<tr>
<th>NAME</th>
<th>PHONE</th>
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<th>INSURER(S) AFFORDING COVERAGE</th>
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**INSURER A:** FARMERS INSURANCE EXCHANGE  
**INSURER B:** BEAZLEY INSURANCE COMPANY  
**INSURER C:**  
**INSURER D:**  
**INSURER E:**  
**INSURER F:**

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

**CERTIFICATE HOLDER**
CITY OF BELL  
6330 PINE AVE  
BELL, CA 90201

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPRESSION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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