AMENDMENT NO. 1

TO CONTRACT SERVICES AGREEMENT

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT ("Amendment No. 1") by and between the CITY OF BELL ("City") and SWAGIT PRODUCTIONS, LLC., a California Corporation ("Contractor") is effective as of the 1st day of July, 2017.

RECITALS

A. City and 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. By Amendment No. 1, the City and Contractor desire to extend the term of the Agreement by one additional year to June 30, 2018.

D. With the one year extension, the total maximum compensation due under the Agreement will increase by $11,100.00, from $14,800.00 to $25,900.00.

E. The extension is subject to the same terms and conditions as provided in the Agreement.

TERMS

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

   a. Section 2.1, "Contract Sum", shall be amended to 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 this reference, but not exceeding the maximum contract amount of Twenty Five Thousand Nine Hundred Dollars and No Cents ($25,900.00) ("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 Twenty Five Thousand Nine Hundred Dollars and No Cents ($25,900.00) 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, 2018.”

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, 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 Amendment No. 1.

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. 1, 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. 1, 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. 1.

5. Authority. The persons executing this Amendment No. 1 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. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 1 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. 1 on the date and year first-above written.

CITY:

CITY OF BELL

[Signature]
Mayor

ATTEST:

[Signature]
Angela Bustamante
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

[Signature]
David J. Aleshire
City Attorney

CONTRACTOR:

SWAGIT PRODUCTIONS, LLC.

By: [Signature]
Name: Bryan Halley
Title: President

By: [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 __8/8___, 2017 before me, __Joe Maxwell____ (insert the name and character of the officer), on this day personally appeared __Bryan Hall____ 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 __8th__ day of __August__, 20___.

_________________ (Signature)
CERTIFICATE OF ACKNOWLEDGMENT

The State of Texas

County of Dallas

On 8/8/2017 before me, [insert name and character of the officer], on this day personally appeared [insert name], known to me (or) proved to me on the oath of [insert 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 8th day of [August], 2017.

[Signature]
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFRS 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 have ADDITIONAL INSURED provisions or 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).

PRODUCER: Scott Molzan Insurance Agency
2929 N. Central Expwy, STE 120
Richardson TX 75080

CONTACT
NAME: Scott Molzan
PHONE: 972-407-9226
FAX: 972-407-9226
ADDRESS: 2929 N. Central Expwy, STE 120
Richardson TX 75080

INSURED
SWAGIT PRODUCTIONS LLC
12801 N. Central Expwy Suite 900
DALLAS TX 75243

INSURER(S) AFFORDING COVERAGE
SENTINEL INSURANCE COMPANY
NAIC #: 30721687

INSURER A: HISCOX INC
INSURER C: FARMERS INSURANCE
INSURER E:

REVISION NUMBER:

COVERAGE

INHER TYPE OF INSURANCE ADDL SUB- POLICY NUMBER POLICY EFF POLICY EXP LIMITS
LIT LTD (MM/DD/YYYY) (MM/DD/YYYY)

A COMMERCIAL GENERAL LIABILITY
✓ CLAIMS-MADE ✓ OCCUR
✓ BLANKET AI END
✓ AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC
30SBABY5039SA 05/15/2017 05/15/2018 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ex occurrence)
MED EXP (Any one person)
PERSONAL & ADV INJURY
GENERAL AGGREGATE
PRODUCTS - COMPROPP AGG

$2,000,000

$1,000,000

$10,000

$2,000,000

$4,000,000

$4,000,000

AUTOMOBILE LIABILITY
✓ ANY AUTO
✓ OWNED AUTOS ONLY
✓ SCHEDULED AUTOS
✓ NON-OWNED AUTOS ONLY
605009071 05/10/2017 05/10/2018 COMBINED SINGLE LIMIT (Ex accident)
BODILY INJURY (Per person)
BODILY INJURY (Per accident)
PROPERTY DAMAGE (Per accident)

$2,000,000

$?

$?

$?

A UMBRELLA LIABILITY
✓ OCCUR
 ✓ CLAIMS-MADE
30SBABY5039SA 05/15/2017 05/15/2018 EACH OCCURRENCE AGGREGATE

$1,000,000

$1,000,000

E L E A CH ACCIDENT
E L DISEASE - EA EMPLOYEE
E L DISEASE - POLICY LIMIT

B PROFESSIONAL LIABILITY WITH CYBER LIABILITY
✓ MPL1738301.17 05/15/2017 05/15/2018 PER CLAIM: 1,000,000 PER AGGREGATE: 1 MIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CITY OF BELL
6330 PINE AVENUE
BELL, CA 90201

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

AUTHORIZED REPRESENTATIVE

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