

**AMENDMENT NO. 2
TO AGREEMENT FOR CONTRACTOR SERVICES
Production Video**

Provide Video Production Services for Special Events

This Amendment No. 2 to Agreement for Contractor Services ("Amendment No. 2") is entered into as of July 1, 2016 by and between the City of Lake Elsinore, a municipal corporation ("City") and Production Video ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated July 1, 2014 (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for compensation to Contractor in an amount not to exceed \$15,000 for a period of one (1) year.

C. Amendment No. 2 to the Original Agreement, dated July 1, 2015 extended the Original Agreement for a period of one (1) year, ending on June 30, 2016 and provided for compensation in an amount not to exceed \$14,000.

D. The parties now desire to extend and amend the terms of services as set forth in this Amendment No. 2.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Contractor agree as follows:

1. Section 2c, Term, of the Original Agreement is hereby amended in its entirety to read as follows:

Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and until June 30, 2017. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed two (2) additional twelve (12) month renewal terms by giving written notice thereof to Contractor not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

Contractor hereby agrees and acknowledges that any and all work or services permitted pursuant to this Agreement shall be based upon a set retainer.

2. Section 3, Compensation, of the Original Agreement is hereby amended to add the following:

Compensation to be paid to Contractor for Fiscal Year 2016-17 shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A-1) attached to Amendment No. 2 and incorporated herein by reference. In no event shall Contractor's compensation exceed Fifteen Thousand Dollars

(\$15,000) for Fiscal Year 2016-17 without additional written authorization from the City Manager.

3. Section 4, Method of Payment, of the Original Agreement is hereby amended to add the following:

With respect to Amendment No. 1, Contractor shall promptly submit an invoice with list of services completed in previous months to the extent that such services and related work were performed. Contractor's statements shall be segregated by project task, if applicable, such that the City receives a separate accounting for work on each individual task for which Contractor provides services in the previous billing cycle. Contractors information shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Contractor in four equal installments in the amount of \$3,750 in July 2016, October 2016, January 2017, and April 2017. City shall pay Contractor no later than forty-five (45) day after receipt of the invoice.

4. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be executed on the respective dates set forth below.

“CITY”

CITY OF LAKE ELSINORE,
a municipal corporation

“CONTRACTOR”

Production Video

Grant Yates, City Manager

Ed Aguirre, Owner

Date:_____

Date:_____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments: Exhibit A-1 - Contractor’s Proposal

Exhibit B - Original Agreement and Amendment No. 1

EXHIBIT A-1

CONTRACTOR'S PROPOSAL

The contractor shall provide specified video production services to the City of Lake Elsinore, as requested, in accordance with the Agreement not to exceed \$15,000 per year.

Contractor services shall include, but are not limited to:

- Filming, editing and producing the Annual State of the City Address and related economic development/informational videos.
- Filming of key City events throughout the year (as needed).
- Post-production editing including titles, effects, graphics and music.
- Short-videos from each filmed event formatted for City distribution and posting on related social media websites.
- Consultation regarding video concepts, scripts and/or interviews.

"Producer Rates" offered to the City of Lake Elsinore are:

- **Video Production - \$110.00 per hour, 1 hour minimum**
(Standard rate is \$150.00 per hour, 2 hour minimum)
 - Includes camera, lighting, audio
- **Post Production/Editing - \$80.00 per hour**
(Standard rate is \$125.00 per hour)
 - Non-Linear computer based editing with effects, titles, graphics, music, etc.
- **Time and Materials Commission - 10% of the total production/editing cost** *(Standard rate is 25% of the total)*
 - Covers cost of pre-production planning, origination/mastering footage, software and music licensing, commute time, equipment use, set-up/strike time, digitizing, transferring and archiving footage, preview copies, preview uploads to web, contracting other production related services and personnel, DVD label design and printing, liability insurance, etc.
- **Other Production Related Services (quoted upon request):**
 - Script Writing, Voice-Over Narrator, Sound Studio Rental, Production Asst., Teleprompter, Cinematographer, Make-up, On Camera Spokesperson, Duplication, etc.

EXHIBIT B
ORIGINAL AGREEMENT and
AMENDMENT NO. 1

[ATTACHED]