

**AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
Production Video**

Provide Video Production Services for Special Events

This Amendment No. 1 to Agreement for Professional Services ("Amendment No. 1") is made and entered into as of July 1, 2015 by and between the City of Lake Elsinore, a municipal corporation ("City") and Production Video ("Consultant").

RECITALS

- A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of 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 Consultant in an amount not to exceed fifteen thousand dollars (\$15,000) for a period of one (1) year.

The parties now desire to renew the Original Agreement, as set forth in this Amendment No. 1.

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

- 1. Section 2c, Term, of the Original Agreement is hereby amended to state the following:

The services of Consultant are to commence upon execution of this Agreement and shall continue for a period of one (1) year, ending on June 30, 2016.

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 state the following:

Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit B), which is attached hereto and incorporated herein by reference. In no event shall Contractor's compensation exceed Fourteen Thousand Dollars (\$14,000) without additional written authorization from the City Manager.

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

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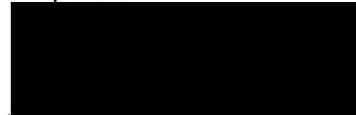
Contractor shall promptly submit invoice with list of services completed in previous months to the extent that such services and related work were performed. Contractor's statements shall be segregated by project task, if applicable, such that the City receives a separate accounting for work on each individual task for which Contractor provides services in the previous billing cycle. Contractor's 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 three installments: the first payment the amount of \$5,000 in July 2015, the second payment in the amount of \$5,000 in November 2015, and the third payment of any remaining balance in March 2015. City shall pay Contractor no later than forty-five (45) days 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY"

CITY OF LAKE ELSINORE, a municipal Corporation



Grant Yates, City Manager

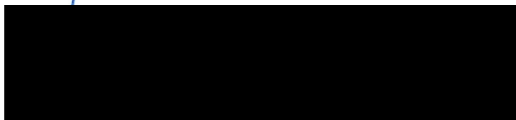
"CONTRACTOR"

Production Video



By: Edward Aguirre
Its: Owner

ATTEST:



City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments: Exhibit B – Contractor's Proposal

EXHIBIT B
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 \$14,000 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 - \$100.00 per hour, 1 hour minimum** (Standard rate is \$150.00 per hour, 2 hour minimum)
 - Includes camera, lighting, audio
- **Post Production/Editing - \$75.00 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.