Page 1 of 3

File No.: C014819

AMENDMENT #2
TO
CONTRACT MA-017-17011199
WITH
NETWORK TELEVISION TIME, INC.
FOR
VIDEO AND EQUIPMENT SERVICES

This Amendment (hereinafter referred to as "Amendment #2") to Contract MA-017-17011199 for Video and Equipment Services is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Network Television Time, Inc., with a place of business at 1014 South Westlake Blvd, Suite 14-305, Westlake Village, CA 91361-3133, (hereinafter referred to as "Contractor"), with County and Contractor sometimes referred to individually as "Party" or collectively as "Parties".

### RECITALS

WHEREAS, the Parties executed Contract MA-017-17011199 for Video and Equipment Services, effective April 01, 2017 through March 31, 2020, with a total not to exceed amount of \$1,185,000.00, renewable for two additional one-year periods ("Contract"); and

WHEREAS, the Parties executed Amendment #1 to renew the Contract for one year, effective April 01, 2020 through March 31, 2021, with a total not to exceed amount of \$395,000.00 for the renewal period, for a new contract total not to exceed amount of \$1,580,000.00; and

WHEREAS, the Parties now desire to enter into this Amendment #2 to renew the Contract for one additional year and to amend Attachment B of the Contract; and

NOW, THEREFORE, the Parties mutually agree to amend the Contract as follows:

#### ARTICLES

- 1. The Contract is renewed for a period of 1 year, effective April 01, 2021 to March 31, 2022, in an amount not to exceed \$395,000.00 for this renewal period, for a new contract total not to exceed amount of \$1,975,000.00; on the amended terms and conditions.
- 2. Attachment B, Cost/Compensation, "Section III. Pricing Schedule" of the Contract is deleted in its entirety and replaced with the following:

## **III. PRICING SCHEDULE**

Contractor shall utilize the pricing structure below to outline Pricing/Cost. Contractor must identify all charges/cost in order to provide the services as set forth in the Scope of Work. Note: Unidentified charges will not be considered and are the responsibility of Contractor with no cost to County. County is not responsible for parking fees and other ancillary costs.

Contract Annual Amount Shall Not Exceed: \$395,000.00

Contract Total Amount Shall Not Exceed: \$1,975,000.00

County shall pay Contractor at the fixed rate set forth below:

Monthly Equipment Cost –HD	Per Month	\$9,370.00
Per Meeting Broadcast Cost –HD (inclusive of all services except closed captioning & electronic transcript)	Per Meeting	\$6,350.00
Non-Broadcast Board Meeting	Per Meeting	\$300.00
Closed Captioning – Per Hour	Per Hour (4-Hour minimum)	\$225.00
Electronic Transcript (Flat Fee)	Per Meeting	\$99.00

This Amendment #2 modifies the Contract, including its previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment #2 and the Contract, including its previous amendments, the terms and conditions of this Amendment #2 prevail. In all other respects, the terms and conditions of the Contract shall remain unchanged and in full force and effect.

### **SIGNATURE PAGE**

Parties hereto have executed this Amendment #2 on the dates shown opposite their respective signatures below.

### **NETWORK TELEVISION TIME, INC.\***

\*If Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company. Print Namy Signature \*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer. Title Date \*\*\*\*\* COUNTY OF ORANGE, a political subdivision of the State of California Lily Vu Procurement Buyer Print Name Title Signature Date

# APPROVED AS TO FORM

Office of the County Counsel County of Orange, California

Brittany McLean

Brittany McLean, Deputy County Counsel

02/19/2021 Date

Approved by Board of Supervisors on: