

SECOND AMENDMENT TO AGREEMENT NO. 35886

35886

THIS SECOND AMENDMENT TO AGREEMENT NO. 35586 is made and entered, in duplicate, as of February 22, 2023 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on March 9, 2021, by and between CRITICAL INCIDENT VIDEOS, LLC, a California corporation ("Contractor"), with a place of business at 3069 Alamo Drive, #122, Vacaville, CA 95687, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City has a need for transparency engagement advising services for critical incident videos; and

WHEREAS, City and Contractor(the "Parties") entered into Agreement No. 35886 (the "Agreement") whereby Contractor agreed to provide these services; and

WHEREAS, the Parties entered into a First Amendment to extend the term to March 31, 2023; and

WHEREAS, the Parties desire to enter into a Second Amendment to extend the term for one (1) additional one-year period and update the rates sheet;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein contained, the Parties agree as follows:

1. Section 3. of the Agreement is hereby amended to read as follows.

"3. The term of this Contract shall commence on March 22, 2021, and shall terminate at midnight on March 21, 2024 unless sooner terminated as provided herein. The City may terminate this Contract by giving thirty (30) days prior notice of termination to Contractor."

2. Exhibit "B" to Agreement 35886 is hereby amended and replaced with Exhibit "B-1", attached hereto and incorporated herein.

3. Except as expressly modified herein, all of the terms and conditions contained in Agreement No. 35886 are ratified and confirmed and shall remain in full force and effect.

OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

1 IN WITNESS WHEREOF, the parties have caused this document to be duly  
2 executed with all formalities required by law as of the date first stated above.

3 CRITICAL INCIDENT VIDEOS, LLC, a  
4 California corporation

5 MAY 8TH, 2023

By [Signature]  
6 Name LAURA COLE  
7 Title PRESIDENT

8 \_\_\_\_\_, 2023

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

9  
10 EXECUTED PURSUANT  
11 TO SECTION 301 OF  
THE CITY CHARTER.

"Contractor"

CITY OF LONG BEACH, a municipal  
corporation

12 May 30, 2023

By [Signature]  
City Manager

"City"

15 This Second Amendment to Agreement No. 35886 is approved as to form on

16 MAY 18, 2023.

17  
18 DAWN MCINTOSH, City Attorney

19 By [Signature]  
20 Deputy  
21 ARNOLD P. SANCHEZ  
22 DEPUTY CITY ATTORNEY

EXHIBIT “B-1”



## ENGAGEMENT OF SERVICES

Client hereby engages Transparency Engagement Advisor to act as the expert for putting together critical incident videos.

Transparency Engagement Advisor shall provide the services listed below:

1. Provide video productions of critical incidents as determined by Client.
2. Videos to be generally produced within a 4-week timeframe. Videos production taking longer than 4 weeks must be approved by Client.
3. Videos will incorporate camera footage from body-camera, in-car camera video, surveillance cameras, other video recordings, dispatch recordings, and other audio recordings and shall be redacted as directed by Client.
4. Videos shall incorporate interactive maps, if desired.
5. Videos may include a narrative component of a staff member(s), if desired.
6. Provide all style development, scripting, revisions, production crew and staff, production equipment, editing, redacting, and sound copyright licensing.
7. All videos will be delivered digitally.
8. All videos will be formatted for social media and broadcast.
9. Closed caption will be provided for all videos, if requested.

## TRANSPARENCY ENGAGEMENT ADVISOR RESPONSIBILITIES

At the request of Client, Transparency Engagement Advisor shall counsel, advise, and guide Client in matters of the critical incident

video and provide a critical incident video at the Client's discretion to distribute.

#### TRANSPARENCY ENGAGEMENT ADVISOR COMPENSATION AND WORK EXPECTATIONS

As compensation for Transparency Engagement Advisor's services, Client agrees to pay \$350 an hour for each hour spent on the project, including but not limited to telephone calls and emails between Client and Transparency Engagement Advisor, the process of downloading body worn camera footage, research associated with the project, providing technical support to put a critical incident video together, and arranging the critical incident video into a format that can be distributed to the public.

The total compensation for a one critical incident video will not exceed \$9,000.

Client will pay Transparency Engagement Advisor within 30 days of invoice after work is completed. Payment shall be sent to 3069 Alamo Drive #122, Vacaville, CA, 95687 and made payable to Critical Incident Videos.

Client will also pay for necessary travel costs, if any, associated with each specific project.

In the unlikely event that litigation (civil or criminal) arises because of the underlining incident that Transparency Engagement Advisor has been retained to produce the video for, and Transparency Engagement Advisor is subpoenaed to provide documents or testimony, Transparency Engagement Advisor will invoice the Client \$350 an hour for all litigation-related expenses, including but not limited to, time spent to identify, review, copy and provide documents, travel time, and time spent in preparation for, and during a court proceeding and/or deposition. The maximum amount that may be billed for litigation-related expenses is \$5,000 a calendar year.