AMENDMENT TWO TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THREE PRODCUTIONS, LLC

THIS AMENDMENT TWO TO THE AGREEMENT, entered into this 20th day of May 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and THREE PRODUCTIONS, LLC, hereinafter called "Contractor":

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for the purpose of Videotaping services for Board Meetings for the term December 1, 2023 through December 31, 2024, in an amount not to exceed \$135,000; and

WHEREAS, the parties amended the Agreement in order to increase the amount by \$64,000, for a new total not to exceed of \$199,000, extending the term of the Agreement through December 31, 2025, and replaced Exhibit B in its entirety with Exhibit B1; and

WHEREAS, the parties now wish to amend the Agreement to increase the amount by \$255,000 for a new not to exceed of \$454,000 and replace Exhibit A and B1 in its entirety with Exhibit A1 and B2.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B2. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Four Hundred and Fifty-Four Thousand Dollars and Zero Cents (\$454,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

- 2. Original Exhibit A and B1 is replaced in its entirety with Exhibit A1 and B2, (rev. June 10, 2025)
- 3. All other terms and conditions of the agreement dated December 1, 2023, and as subsequently amended between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Amendment Two to the Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: THREE PRODUCTIONS, LLC

—DocuSigned by:

May-09-2025 | 13:11 PDT

hunthrey chan

Contractor Signature

Date

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

Resolution No. 081224

By:

President, Board of Supervisors, San Mateo County

Date: June 10, 2025

ATTEST:

By: Clerk of Said Board

Exhibit A1 (rev. June 10, 2025)

In consideration of the payments set forth in Exhibit B2, Contractor shall provide the following services: Contractor will videotape each meeting of the Board of Supervisors. Contractor will provide and supervise the video operations and be responsible for the administrative function, including payroll, of all services related to this agreement. Contractor will not charge for any canceled meetings for video coverage provided that at least one week of advance notice is given by the County. Should a meeting be added with less than one weeks-notice by the County, Contractor will make good faith effort to provide coverage.

Contractor will be prepared to videotape Board sessions that could take up to nine hours, even though most meetings are completed within six hours. In June and September, Contractor will provide coverage of full day budget hearings for as long as they proceed. Contractor will provide alternate operators should the usual operator be unavailable. In the unlikely event that no back-up or alternate operator can be found; Contractor will not be financially liable to County. By the same token, when no videotaping takes place, there will be no charge to the County.

The County will make the Board Chambers available for equipment set-up at least one hour before the meetings start.

Contractor will compose its camera shots according to County direction. Unless otherwise stated, the Contractor will try to have a shot of whomever is speaking with a minimum of reaction shots, while anticipating which shot should be next during dialogue between speakers. Focus frames on public comment speakers, and presentation/demonstration materials are encouraged.

All meetings will be mastered to DVD with reproduced DVDs to be distributed to community broadcast stations. Contractor will assist with other videotaping assignments, as requested by County.

Scope of Transcription Services

- Transcriptions will be delivered as **verbatim transcripts**.
- Standard delivery will be within five (5) calendar days following a meeting.
- Rush delivery is available within three (3) calendar days upon request, at no additional charge.
- Transcripts will be delivered and/or uploaded to the County's preferred location or platform.
- Services will cover **Board of Supervisors meetings** and any other **filmed meetings** the County wishes to have transcribed.
- Transcriptions can only be produced for meetings with recorded audio. Transcriptions are not available for meetings where audio is missing or was not captured or recorded.

The methods and techniques used to provide services to the County are within the Contractor's discretion, but subject to the County's technology policies, guidelines, and requirements. The amount of time, specific hours, and location of the performance of Contractor's services is also left to the Contractor's discretion provided that Contractor coordinates with County as needed.

Exhibit B2 (rev. June 10, 2025)

In consideration of the services provided by Contractor described in Exhibit A1 and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Contractor will be paid a flat rate of \$3,150.00 per Board of Supervisors meeting, which includes minimal setup and breakdown normally a half hour prior, and a half hour after each meeting, and personnel costs.

Any additional work required outside of the scheduled Board of Supervisors meetings will be billed at a rate of \$250.00 per hour. There will be no additional premium charges for services provided on Saturdays and Sundays.

In addition, contractor provides ongoing IT consulting services to support the County's audio and video infrastructure, systems, and planning efforts. Services will include but are not limited to:

- Coordination and consultation meetings with County IT and AV personnel
- Equipment research and recommendations for audio/video systems
- Troubleshooting and technical support for existing AV systems
- Planning and solution proposals for board chambers and adjacent spaces
- Evaluation and integration guidance for AV hardware and software platforms

Term	Description	Estimate	NTE
	16 Schedules Meetings	\$50,400	
	4 Contingency (special meetings)	\$12,600	
5/1/25-12/31/2025	Filming Board Meetings	Sub-Total	\$63,000
4/1/25-12/31/2025	Audio/Video Editing Meetings	\$41,250 minimum	\$77,000
		Sub-Total	\$140,000
5/1/2025-			
12/31/2025	Transcription Services (NEW)	Sub-Total	\$70,000
	IT Consulting Budget including		
	two days offsite equipment		
	research and Board Chambers		
4/1/2025-	camera equipment diagram and		
12/31/2025	AV room equipment proposal	Included	
	180 consulting hours estimated		
	with Kevin Pankhurst	Sub-Total	\$45,000
		Grand Total	\$255,000

In no event shall the total payment for services under this Agreement exceed Four Hundred and Fifty-Four Thousand Dollars and Zero Cents (\$454,000).					



County of San Mateo

Contract Amendment Coversheet and Contract Amendment for <\$200K

CONTRACT SUMMARY				
Contract No:	Contractor Name	Amendment No:		
12000-24-D020	THREE PRODUCTIONS LLC	2		

THE AGREEMENT HAS CHANGED AS FOLLOWS:						
Agreement Amount						
Original Amount:	\$135,000					
Amendment 1 Amount:	\$64,000					
Amendment 2 Amount:	\$255,000					
Current Amount:	Addition or	New Total:				
	Reduction: \$					
\$199,000	\$255,000	\$454,000				
Agreement Term						
Original Start Date:	12/01/2023	Original End Term:	12/31/2024			
Amendment 1 Start	12/01/2023	Amendment 1 End Date:	12/31/2025			
Date:						
Amendment 2 Start	12/01/2023	Amendment 2 End Date:	12/31/2025			
Date:						

Paragraph Changes:

Section 3. <u>Payments</u> Not to exceed amount is increased by \$255,000 to \$454,000. **Exhibit A & B1** will be replaced in its entirety with Exhibit A1 & B2.