

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GFI ENTERTAINMENT, LLC**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and GFI Entertainment, LLC a California Limited Liability Company, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Performance of Services for Special Event Concert stage Management "Services," dated April 11, 2017; and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide Special Event Concert Sound & Lighting, Equipment, Planning & Talent Search, Production and Stage Management Services, and the Parties now wish to amend the Original Agreement to amend the scope of service, term of the agreement and fee schedule.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That Exhibit A of the Original Agreement entitled "Scope of Services" is hereby amended to include the additional Exhibit A1 Scope of Services (see Exhibit A1 Scope of Services).

That Exhibit B of the Original Agreement, entitled "Fee Schedule" is hereby amended to include the additional Exhibit B1 Fee Schedule (see Exhibit B1 Fee Schedule).

2. AMENDMENT TERMS AND CONDITIONS

That paragraph number, 5, "Term of Agreement" of the Original Agreement, entitled "Agreement for Performance of Services" is hereby amended to read as follows:

“Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on January 31, 2020.”

3. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

4. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

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The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

GFI ENTERTAINMENT
Limited Liability Company

Dated: _____

By (Signature): _____

Name: James Goings

Title: Owner

Principal Place of Business Address: 1201 San Luis Ave
Hayward, CA 94544

Email Address: jimmy@gfientertainment.com

Telephone: (650) 465-8066

Fax: N/A

“CONTRACTOR”

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
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EXHIBIT A-1

SCOPE OF SERVICES

1. The Services to be performed for the City by the Contractor under this Agreement are to provide Special Event Concert Sound & Lighting, Equipment, Planning & Talent Search, Production and Stage Management Services. City retains sole discretion to combine or re-assemble services.
 - a. Independence Day Celebration on July 4, 2019
 - i. Provide stage, sound system, talent and lighting production crew; talent selection & management; and event production services including an Event Managers, Sound Engineer(s), concert band(s), generator, monitors, amplifiers, stage (32 X 24 X 36); stage decking with truss towers for roof support and speakers array suspension, loading ramps, microphones, cabling for band equipment, two (2) lifts loaded with audience speakers and amplifiers. Furthermore, the Contractor will coordinate with City event planning logistics, permitting, Videographer and Fireworks contractors.
 - b. Art and Wine Festival September 14 & 15, 2019
 - i. Provide Event Managers, Sound Engineers for three stages; Pavilion Stage Front of House Monitor Sound System; Meadow Stage Audience Sound System; Kids Kingdom Stage Audience Sound System; Talent; entertainment production and management services. Pavilion stage to include talent for two days and Front of House Management. Stage monitoring, speakers, monitors, amplifiers, snake, cables, stands, mixing board, CD playback unit, and coordinate band(s) load in and out.
 - c. Holiday Tree Lighting Celebration on December 6, 2019
 - i. Provide tented stage (20X30); audience sound system, talent and lighting production crew; talent selection & management; and event

- ii. production services including an Event Managers, Sound Engineer(s), concert band(s), generator, monitors, amplifiers, loading ramps, microphones, cabling for band equipment and community acts. Furthermore, the Contractor will coordinate with City event planning logistics, permitting, Videographer and Fireworks contractors.
- d. Street Dance August 2, 2019 at Franklin Square Mall
 - i. Provide audience sound system for 2,000 people, manage placement of City stage; talent and lighting production crew; talent selection & management; and event production services including an Event Managers, Sound Engineer(s), concert band, generator, monitors, amplifiers, loading ramps, microphones, cabling for band equipment.
- e. 2019 Concerts in the Park or other events to be determined by City staff and coordinated through GFI subject to budget allocations and City goals.
- 2. Contingency for potential additional special events. Contingency expenditures shall be approved by Director of Parks and Recreation in writing, and in advance of any allocations.
- 3. In addition, Contractor will:
 - a. coordinate event talent, equipment loading and un-loading, permitting and production with the City's event production team;
 - b. provide pre-event, event and post-event production coordination with various federal, state and local public safety agencies and others, including but not limited to the Santa Clara Parks & Recreation Department, Santa Clara Fire Department (Fire Marshal), Santa Clara Police Department; Building Inspection;
 - c. coordinate with all City sub-contractors to meet the mission of each event; including but not limited to firework vendor, tenting vendor, City staff, food vendors, community performing groups;
 - d. fulfill any talent or crew ridders or event special requests;
 - e. follow all vehicle and event site security rules designated by the City;
 - f. provide post event clean up and event site(s) to original condition;

- g. provide staff necessary to load performers equipment and talent in and out of the event site; and
 - h. provide one (1) management level staff to meet periodically with City's event team.
- 4. City of Santa Clara will:
 - a. pay event permit fees, if any;
 - b. arrange and pay for any necessary security for the site;
 - c. provide as agreed upon stage site and sound booth security perimeter fencing; and
 - d. review and approve final talent selection and event line-up provided by Contractor.

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EXHIBIT B-1

FEE SCHEDULE

- 1) In no event shall the amount billed to City by Contractor for services under this Agreement is not to exceed Two-Hundred Thirty Thousand Dollars (\$230,000) for 2017-2018; One Hundred Thirty Thousand Dollars (\$130,000) and Twenty-One Thousand Dollars (\$21,000) for Contingency for 2019; for a total of Three Hundred Eighty-One Thousand Dollars (\$381,000) inclusive of the 2017-18 Agreement and Amendment No.1; subject to budget appropriations, City goals and proper submission of invoice to the City. Events may be changed over the course of this agreement to meet the objectives of the City.
- 2) The payments for Special Event Concert Sound & Lighting, Equipment, Planning & Talent Search, Production & Stage Management Services are:
 - a. Independence Day Celebration on July 4, 2019 shall not exceed Fifty Thousand Dollars (\$50,000).
 - b. Art and Wine Festival September 14 & 15, 2019; shall not to exceed Twenty-Six Thousand Dollars (\$26,000).
 - c. Holiday Tree Lighting Celebration on December 6, 2019; shall not to exceed Thirty Thousand Dollars (\$30,000).
 - d. Street Dance August 2, 2019 at Franklin Square Mall shall not exceed Four Thousand Dollars (\$4,000).
 - e. 2019 Community Events are to be determined by City staff and coordinated through Contractor subject to budget allocations and City goals shall not exceed Twenty Thousand Dollars (\$20,000).
- 3) Contingency (\$21,000) for potential items for additional special events. Contingency expenditures must be requested and approved by Director of Parks and Recreation in writing and in advance of any allocations.