



TO: Mayor and Councilmembers

SUBMITTED BY: Deborah S. Lopez, City Clerk

PREPARED BY: David J. Cutaia, Senior Deputy City Clerk

SUBJECT: Amendment No. 2 to Professional Services Agreement No. 2024-040 with Western Audio Visual for Council Chambers A/V Maintenance

RECOMMENDATION:

Approve and authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement No. 2024-040 with Western Audio Visual for maintenance and minor upgrades, in a not-to-exceed amount of \$62,600 with a termination date of June 30, 2027.

BACKGROUND:

On May 5, 2024, the City entered into Professional Services Agreement No. 2024-040 with Western Audio Visual for ongoing maintenance and upgrades to the Council Chambers audio-visual system in the not-to-exceed amount of \$42,000 with a termination date of June 30, 2026. On July 16, 2024, the City Council approved Amendment 1 to Agreement 2024-040 to add compensation in the amount of \$8,000 for a new not-to-exceed amount of \$50,000 for continued Council Chambers audiovisual maintenance and support.

DISCUSSION:

The audio visual equipment in the Council Chambers supports City Council and all board and commission meetings. Maintaining this equipment is necessary to ensure meetings can be conducted without interruption and that the City can continue to broadcast meetings to the public.

Western Audio Visual originally installed and programmed much of the equipment currently operating in the Council Chambers and has continued to provide maintenance and technical support for the system. Staff recommends extending the existing maintenance agreement for one additional year in order to continue preventative maintenance visits, technical support, and equipment repair services.

FISCAL IMPACTS:

The cost for one additional year of maintenance services is \$12,600. Funding is available within the Public Educational and Governmental Access (PEG) Fund account 503-10-1300-51200 (Professional Services). PEG funds are generated from cable franchise fees and are restricted to supporting the equipment and infrastructure used to broadcast City meetings.

ALTERNATIVES:

Alternatively, the City Council could choose not to approve the amendment to extend the maintenance agreement. Doing so would leave the City without a maintenance contract for the Council Chambers audio visual equipment.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Amendment No. 2 to Professional Services Agreement No. 2024-040 with Western Audio Visual
2. Previous Amendment and Original Agreement

ATTACHMENT 1

Amendment No. 2 to Professional Services Agreement No. 2024-040 with Western Audio
Visual

**AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
WESTERN AUDIO VISUAL**

This Amendment No. 2 to the Professional Services Agreement by and between the City of Goleta, a municipal corporation ("City") and WESTERN AUDIO VISUAL ("Consultant") dated 5th day of May 2024 ("Agreement," Agreement No. 2024-040) is made on this ____ day of _____ 2026.

SECTION A. RECITALS

1. This Agreement is for the City Council Chambers A/V Maintenance; and
2. This Agreement has been amended to provide for additional compensation and update the scope of work (Amendment No. 1); and
3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$50,000; and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$12,600 for continued tasks; and
5. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2026; and
6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2027; and
7. The Agreement currently provides in Exhibit A-1 entitled "Scope of Work" the complete and particular description of services; and
8. The parties desire to amend Exhibit A-1 by extending maintenance services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-2"; and
9. The City Council approved this Amendment No. 2, on this ____ day of _____, 2026.

SECTION B. AMENDED TERMS

Now therefore City and Consultant agree that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$12,600 and to read in its entirety:

- (a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$62,600 (herein "not-to-exceed amount") and shall be earned as the work progresses.

At the rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Exhibit "A-2," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2027 after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional 12 months to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2027, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

3. This Agreement is amended to delete and replace in its entirety:

Exhibit A-1 "Scope of Work" with **Exhibit A-2 "Scope of Work"** attached hereto and incorporated herein.

4. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No. 2 has been executed by the parties effective on the date and year first above written.

City of Goleta
Amendment No. 2 to Agreement No. 2024-040
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CITY OF GOLETA

CONSULTANT

Robert Nisbet, City Manager

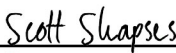
Catherine Schellin, President

ATTEST:

Deborah Lopez, City Clerk

Jay Schellin, CFO

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:


Scott Shapses, Deputy City Attorney

**EXHIBIT A-2
SCOPE OF WORK**

WESTERN AUDIO VISUAL

Service Plus

1592 N. BATAVIA ST ORANGE, CA 92687

PHONE: (714) 637-7272 FAX: (714) 637-7330

Owner & Contract Holder:

City of Goleta – Council Chambers

Equipment Location:

130 Cremona Drive Suite B
Goleta, CA 93117

Contact:

Deborah Lopez
805-961-7505

dlopez@cityofgoleta.org

Billing Address:

130 Cremona Drive Suite B
Goleta, CA 93117

Billing Terms:

Agreement Premium: \$12,600.00 per year
Effective Date: 6/30/2026 – 6/30/2027
100% due upon acceptance, NET 30.

EXTENDED WARRANTY PLANS

SERVICE PLUS BENE

PROACTIVE PREVENTATIVE MAINTENANCE VISITS	UP TO FOUR (4) VISITS PER YEAR
EMAIL & TELEPHONE RESPONSE TIMES (PRINCIPLE PERIOD OF MAINTENANCE**)	RESPONSE WITHIN FOUR (4) HOURS
TELEPHONE TECHNICAL SUPPORT (PRINCIPLE PERIOD OF MAINTENANCE**)	INCLUDED
ON-SITE TECHNICAL SUPPORT RESPONSES (PRINCIPLE PERIOD OF MAINTENANCE***)	12 BUSINESS HOURS
ON-SITE TECHNICAL SUPPORT RESPONSES (NON-PRINCIPLE PERIOD OF MAINTENANCE***)	\$120.00 PER TECH/HOUR, 3-HOUR MINIMUM, \$180.00 AFTER HOURS, \$240.00 SAT. & SUN.
COMPLETE EQUIPMENT REPAIR AND/OR REPLACEMENT	INCLUDED
GROUND SHIPMENT	INCLUDED
EXPEDITED SHIPMENT MANUFACTURER	ACTUAL COST
SOFTWARE UPDATES/UPGRADES OPTIONAL USER	INCLUDED
SYSTEM TRAINING	INCLUDED, TWO (2) SESSIONS
PRIORITY SERVICE STATUS	INCLUDED
MANUFACTURER REPAIR CASE MANAGEMENT	INCLUDED
SYSTEMS OPERATOR	\$95.00 PER TECH/HOUR
LABOR FOR PROJECTOR LAMP REPLACEMENT	INCLUDED
DISCOUNTED PURCHASE ON PROJECTOR LAMPS	15% Discount

I. COVERAGE

Western Audio Visual, upon the receipt and acceptance of YOUR application, will repair or arrange for the repair of YOUR COVERED EQUIPMENT as necessary when such repair is due to a MECHANICAL OR ELECTRONIC BREAKDOWN OR FAILURE during the CONTRACT PERIOD. WAV agreement is subject to the satisfaction of all terms and conditions of this CONTRACT. All repairs and replacements will be with new or remanufactured parts and components as decided by Western Audio Visual.

II. WHAT IS COVERED

A. Parts Repair/Replacement: All parts for the COVERED EQUIPMENT are covered by this CONTRACT except as excluded by Article IV of this CONTRACT.

B. Labor for Repair: All labor for repairs of COVERED EQUIPMENT is covered under this CONTRACT, except as excluded by Article IV of this CONTRACT.

On-site service hours for this CONTRACT are from 8:00 a.m. to 5:00 p.m. PST Monday through Friday. We will provide on-site labor within 12 hours from the time of the original service call. Work must begin and end within these on-site service hours or telephone support hours, based on the service being provided. Work, which is performed outside these hours, is billable at \$180.00 per hour, door-to-door Monday through Friday and \$240.00 per hour Saturday and Sunday. By entering into this CONTRACT YOU agree to allow US to bill for On-site service provided outside On-site service hours and Telephone Support provided outside Telephone support hours at the corresponding rates as shown in this section. WE will request a purchase order or other form of payment guarantee for these billable services. If no payment guarantee is forwarded to US within seven days of OUR request, WE will bill YOU for this work without a payment guarantee and YOU agree to pay for these services without issuance by YOU of a payment guarantee.

C. Transportation of Parts and Equipment: WE will pay for transportation of COVERED EQUIPMENT from the EQUIPMENT LOCATION to OUR shop for repair. WE will pay transportation of equipment from the EQUIPMENT LOCATION or OUR shop to the manufacturer, if manufacturer repair is required. WE will pay for transportation of parts and components ordered in connection with servicing of the COVERED EQUIPMENT. Transportation will be provided by OUR staff or by commercial carrier. If shipped by commercial carrier, it will be shipped for two-day delivery. Expedited delivery is also available, upon request. If YOU wish to have the parts expedited, YOU agree to be billed for the cost difference between the two-day delivery and the expedited delivery.

D. Preventive Maintenance: This CONTRACT includes four preventive maintenance calls per year. A preventive maintenance call is defined as a field technician visiting the EQUIPMENT LOCATION to verify proper operation of the COVERED EQUIPMENT, install any factory provided hardware updates, cleaning the heads of tape decks, returning the equipment controls to the predetermined operating levels, converging video projectors for previously established input sources, clean filters and optics of projectors, reloading existing system operating software (if required), and correcting operating conditions that are not within industry standards for operation.

If abnormal operating conditions outside industry standards are noted during a preventive maintenance call and the repair or correction cannot be accomplished during the preventive maintenance call, another repair call will be scheduled to correct the noted condition.

If abnormal operating conditions outside industry standards are noted during a preventive maintenance call and the repair is not covered by this CONTRACT as noted in Article IV, WE will forward to YOU, either in written form or verbally, a description of the condition and a cost to repair.

E. Loaner Equipment: If service provided under this CONTRACT cannot bring certain types of equipment to satisfactory operating condition within four (4) working days, a loaner unit of comparable functionality will be provided at YOUR request. Loaner equipment will be provided for the following categories of equipment: Video projectors, computer interfaces, and videocassette recorders. Loaner equipment will only be provided within the limits of OUR non-allocated inventory. Loaner equipment will be provided at no cost to YOU. Loaner equipment may not be an exact match to your existing equipment and may not be compatible with YOUR mounting systems or

integrated remote control systems or other components of the system. This CONTRACT does not provide for services mounting or connecting non-compatible loaner equipment to YOUR COVERED EQUIPMENT. Portable systems from OUR inventory shall be considered acceptable substitutes as loaner equipment. CRT based video projectors, LCD based video projectors, DLP based video projectors and LCD light valve video projectors shall be considered interchangeable as loaner equipment. YOU agree to be liable for the repair or replacement cost of the loaner unit due to loss or damage while the loaner equipment is in YOUR possession.

III. YOUR OBLIGATIONS DURING THE CONTRACT

A. Equipment Maintenance and Alteration: YOU must provide US with unrestricted access to the COVERED EQUIPMENT for scheduled preventive maintenance visits. YOU may not alter the wiring interconnections of COVERED EQUIPMENT. YOU may not alter or modify the COVERED EQUIPMENT. YOU may not alter, repair or modify the COVERED EQUIPMENT except as expressly directed by OUR service personnel. YOU must operate the equipment as detailed in the user operations manual provided by the manufacturer with the COVERED EQUIPMENT. YOU may not add equipment, components, wiring or other parts to the COVERED EQUIPMENT without written notification to and acceptance by US.

B. In the Event of the Failure of a Covered Component:

1. YOU must call us at 866-346-9283 or 714-637-7272. YOU must provide US with the Service Contract Number or the model of the equipment in need of service and the nature of the problem.
2. YOU must give US access to all COVERED EQUIPMENT at a time within the following 24 hours that is mutually agreeable to both YOU and US and is during OUR on-site service hours. If such a time cannot be mutually agreed upon, WE will schedule a service call to YOUR EQUIPMENT LOCATION at the first available time beyond the 24 hour period during the on-site service hours.
3. YOU must allow US complete and unrestricted access to the COVERED EQUIPMENT during OUR service call for a length of time as required to repair the COVERED EQUIPMENT. YOU must allocate enough time with the COVERED EQUIPMENT to troubleshoot, diagnose, and repair the COVERED EQUIPMENT.

IV. WHAT IS NOT COVERED

- A.** Parts other than the COVERED EQUIPMENT; projection screens and projection screen control devices; knobs; lamps; bulbs; trim; trim parts; cabinetry; cathode ray tubes (CRT's); ILA optical units, DMD optical units; DLP//LCD optical units; LCD/Plasma screen panels; or batteries. Such parts will be provided to YOU at a 15% discount from OUR published price;
- B.** Failure due to or caused by fire, failure as a result of utility services, failure as a result of poor, unconditioned or fluctuating electrical power, or natural and environmental causes such as earthquake, tornado, lightning, corrosion, flood, or other acts of God, or other causes beyond OUR reasonable control.
- C.** Failure caused by abuse, misuse, or negligence, or previously installed or used equipment which is not in good operating condition;
- D.** Any actual, consequential or incidental damages incurred or suffered by YOU, directly or indirectly, or for economic loss, including, but not limited to inconvenience, loss of profits, loss of business revenue, loss of time, loss of equipment use, or any other economic loss of any kind whatsoever, even Western has been advised of the possibility thereof;
- E.** Service required to diagnose YOUR complaint, failure or perceived failure if no mechanical or electrical failure was found, or was due to YOUR inability to properly operate the COVERED EQUIPMENT;

- F. Video projector convergence problems caused by normal electronic fluctuations which occur between scheduled preventive maintenance;
- G. Control system or other software programming changes to facilitate control functions not available at the commencement of the CONTRACT.
- H. Failures or faults caused by structural, mechanical, electrical, or plumbing systems or devices not installed by US and not specifically covered under this CONTRACT.
- I. Inability of the Covered Equipment, due to the manufacturing design of a product or products or the integration of the system, to perform in a manner other than for what it was designed.
- K. Convergence of video to a multisynchronous display device (i.e., video projector, video monitor, etc.) other than those that were converged for at the start of the CONTRACT. Refer to the schedule of converged sources at the end of this contract for covered convergences.
- L. Any condition that existed prior to the start date of this CONTRACT that would have been obvious during a pre-inspection of the Covered Equipment.
- M. Repairs prohibited by statute, governmental regulation, or any other law.
- O. Video conferencing equipment & software warranties & upgrades (Polycom, Tandberg, Lifesize, Cisco, etc.)
- P. Owner furnished equipment

V. TRANSFER OF CONTRACT

This CONTRACT may not be transferred to any other party without the express written consent of Western Audio Visual and the payment of a transfer fee equal to not less than ten percent (10%) of the premium amount. Western Audio Visual may, at its sole discretion choose to accept the transfer or to terminate the CONTRACT.

VI. COMMENCEMENT, EXPIRATION, RENEWAL & CANCELLATION OF CONTRACT

- A. On or before thirty (30) days following the start date of the CONTRACT:
 1. YOU may cancel this CONTRACT and receive refund of the full premium if no benefits have been received or if no service calls or telephone support has been provided to YOU by US.
 2. If benefits have been received or if service calls or telephone support has been provided by US, YOU may cancel this CONTRACT for a refund less the cost of the service performed, based on OUR published rate schedule.
- B. After thirty (30) days following the start date of the CONTRACT, YOU may cancel this CONTRACT. The refund shall be a proration based upon the time expired on the CONTRACT calculated to the start of the month following the notice of cancellation. All cancellations after thirty (30) days are subject to a cancellation fee of ten percent (10%) of the refund amount. To cancel this CONTRACT, YOU must submit a notice of cancellation in writing and return the complete CONTRACT to US. WE will then issue a check for the refund amount.

- C. If the COVERED EQUIPMENT is not new and was not provided, installed or serviced by US, WE reserve the right to inspect the equipment within thirty (30) days of the commencement of this CONTRACT to determine if WE wish to provide the services covered in this CONTRACT. If WE determine that the equipment is not operating correctly, properly, or requires service to bring the equipment to good operating condition, WE will forward an estimate to YOU regarding the cost of such service. This service is not covered by this CONTRACT. If YOU decline to have US perform the work required to bring the COVERED EQUIPMENT up to good operating condition within fourteen (14) days of the date of the estimate, WE may, at OUR sole option, refund the full amount of the premium and cancel this CONTRACT.

- D. WE may cancel this CONTRACT at any time for non-payment of the premium or if YOU do not meet YOUR obligations under Article III. If YOU do not meet YOUR obligations under Article III or do not pay the premium within thirty (30) days of OUR invoice, WE have the right to cancel this CONTRACT upon forwarding written notice to YOU. In the event of cancellation due to non-payment, YOU agree to be liable for the full cost of services and parts provided to YOU at the rates published in OUR most current rate schedule. In the event that YOU do not meet YOUR obligations under Article III, we will provide a portioned refund based on the time expired on the CONTRACT.

- E. The CONTRACT shall commence upon the receipt of a purchase order or other acceptable payment guarantee, or on the date identified on the first page of this CONTRACT, whichever is later. No CONTRACT on the COVERED EQUIPMENT work may be performed prior to the commencement of the CONTRACT.

- F. The CONTRACT shall renew 365 days after the date of commencement. Repair work on the COVERED EQUIPMENT which was begun prior to the expiration of the CONTRACT shall be completed by US.

- G. This CONTRACT shall automatically renew. Either YOU or WE may decline to enter into a new contract.

VII. DEFINITIONS

The words listed below have the following meanings in this CONTRACT:

COVERED EQUIPMENT

Means the equipment for which WE will provide service, as listed on the first page of this CONTRACT.

CONTRACT

Means this Service CONTRACT which specifies, among other things, YOUR Coverage, the CONTRACT PERIOD, the Covered Equipment.

YOU, YOUR(S)

City of Goleta – Council Chambers

ELECTRONIC OR MECHANICAL FAILURE AND BREAKDOWN

Means the inability of a properly maintained and operated piece of COVERED EQUIPMENT to perform the function(s) for which it was designed, due solely to defects in material or faulty workmanship. Without limitation, Electronic or Mechanical Breakdown and Failure does not include damage due to negligence, caused by accident, or the gradual reduction in performance due to wear and tear.

CONTRACT PERIOD

Means the period which begins on the date shown on page one of this agreement, or the receipt by us of an acceptable payment guarantee and ends on the expiration of the time limitation as set forth in this CONTRACT.

WE, US, OUR(S)

Means Western Audio Visual

This CONTRACT is not a manufacturer's warranty or an extension of a manufacturer's warranty. This Service CONTRACT may provide duplicate coverage while manufacturer's warranties are in force. This CONTRACT is not an express, implied or general warranty and is not a condition of the purchase of the COVERED EQUIPMENT.

Covered Equipment

Council Chambers

Quantity	Manufacturer	Model	Description
Display System			
1	Planar	URX100	100" Ultra HD Resolution (3840 x 2160) LCD Display
1	Chief	XTM1U	X-Large Fusion Micro-Adjustable Tilt Wall Mount
1	DWI	Custom	Custom Cladding for Display (Top and Bottom)
1			Existing Side Display & Mount

Signal Distribution and Switching System			
1	Crestron	DMPS3-4K-150-C	3-Series® 4K DigitalMedia™ Presentation System 150
2	Crestron	DM-TX-4KZ-100-C-1G-B-T	DigitalMedia 8G+® 4K60 4:4:4 HDR Wall Plate Transmitter, BLACK (Doc Cam and Staff PC)
1	Crestron	DM-RMC-4KZ-SCALER-C	DigitalMedia 8G+® 4K60 4:4:4 HDR Receiver and Room Controller with Scaler (Display)
1	Crestron	HD-DA2-4KZ-E	1:2 HDMI® Distribution Amplifier w/4K60 4:4:4 & HDR Support (Side Display & Presentation Feed)
2	Crestron	HD-TXC-101-C-E	DM Lite® Transmitter for HDMI®, IR, and RS-232 Signal Extension over CATx Cable
2	Crestron	HD-RXC-101-C-E	DM Lite – HDMI® over CATx Receiver w/IR & RS-232, Surface Mount

SOURCES:

Existing Ceiling Mounted Document Camera
Staff PC (HDMI Only)

1	Barco	CSE-200	Wireless Presentation Gateway
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Control System			
1	Crestron	TS-1542-TILT-B-S	15.6 in. HD Touch Screen, Tabletop Tilt, Black Smooth
1	Luxul	XMS-2624P	26 Port/24 PoE+ Gigabit Managed Switch

Audio System

1	Biamp	TesiraFORTÉ AVB VT	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface
1	Biamp	TesiraFORTÉ AVB CI	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, and AEC technology (all 12 inputs)
2	Biamp	Tesira EX-LOGIC	PoE controller with 16 logic GPIO

Existing Microphones, Amplifiers and Speakers to be Tested and Reused

Broadcast System

4	Panasonic	AW-HE42WP	HD Pan/Tilt/Zoom Camera w/ SDI Output (White Version)
4	Vaddio	535-2000-226W	Wall Mount Bracket
1	Panasonic	AW-RP60	Remote Camera Controller
1	Blackmagic Design	SWATEMPSW1ME4K	ATEM 1 M/E Production Studio 4K
1	Blackmagic Design	SWPANELADV1ME	ATEM 1 M/E Advanced Panel
1	Blackmagic Design	VHUBSMTCS6G1212	Smart Videohub CleanSwitch 12 x 12 6G-SDI
1	Blackmagic Design	HYPERD/STM	HyperDeck Studio Mini
1	Blackmagic Design	CONVCMIC/SH/WPSU	Mini Converter SDI to HDMI 6G (Overflow Conference Room)
1	Blackmagic Design	CONVNTRM/YA/RSH	Blackmagic Design Teranex Mini Rack Shelf
2	Blackmagic Design	CONVMUDCSTD/HD	Mini Converter UpDownCross HD
1	AJA	DRM	Rackmount Frame
1	AJA	DRM Front Panel	Front Panel cover for the DRM Frame
1	AJA	3GDA	1x6 3G/HD/SD Reclocking Distribution Amplifier
1	AJA	GEN10	HD/SD Sync Generator
1	AJA	HD10MD4	Digital Down-Converter
1	AJA	3G-AMA	3G-SDI Analog Audio Embed/Disembed

1	Kramer	VM-80VN	1:8 Composite Video Distribution Amplifier
1	Kramer	VM-50AN	1:5 Balanced & Unbalanced Stereo Audio Distribution Amplifier
1	Kramer	RK-1	Rack Kit for VM-80VN and VM-50AN
2	SanDisk	SDSDXP-512G-A46	512GB Extreme PRO UHS-I SDXC Memory Card
1	Feelworld	D71-H	Dual 7" 3 RU Rackmount HDMI LCD Monitor
1	Tightrope Media Systems	CBL-VIOLITE-600	2 channel configurable 1x1 or 0x2 SD/HD SDI encode/decode, multi-format server with 8TB of storage in a 1 RU chassis. Selectable SD or HD SDI with embedded audio. Pulls in RTP, RTMP and HLS streams. Includes Cablecast Automation, Video and CG server Software. Cablecast CG Player Software is optional. Includes graphics, crawl, bug, bug text on output. 3 year hardware warranty and 2 hours of installation support and training within first year.
1	Tightrope Media Systems	CBL-CGPLAYER-LIC	Cablecast CG bulletin board software for installation in Cablecast VIO video servers. All bulletin board features and native integration with the Cablecast schedule for display of "Airs Again On", "Coming up Next" and Cablecast schedule bulletins, updated dynamically throughout the day. Includes 1 hour of remote installation support
1	Compix	ConverG1 HD	Single Channel HD Standalone Broadcast Graphics System
1	LG	32MU59-B	32" UHD LED Display (MultiView)
1	Fostex	RM-3	Rackmount 20W Speaker System
2	Viewsonic	VX2252MH	22" LED LCD Monitor - 2 ms (Engineering PC)
3	Middle Atlantic	RM-LCD-PNLK	LCD Rackmount, 3RU
1	Samsung	QB55R	55" Commercial UHD LED Display (Overflow Conference Room)

1	Chief	LTA1U	Large Fusion Tilt Wall Mount
1	Chief	FHB5147	Universal Flat Panel Mount Hardware kit

Alternate Voting System

Quantity	Manufacturer	Model	Description
7	Crestron	TS-770-B-S	7 in. Tabletop Touch Screen, BLACK
1	Crestron	DGE-100	Digital Graphics Engine 100

ACCEPTED BY:

ACCEPTED FOR Western Audio Visual

Signature: _____

Signature: _____

Title: _____

Title:(Kevin Mahkorn) Service Manager

Date: _____

Date: _____

ATTACHMENT 2

Previous Amendment and Original Agreement

DOCUMENT ROUTING AND APPROVAL FORM

Requires Council Approval: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES Meeting Date/Item number: 7/16/24 item a.16	Requires Vendor Set-up: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If no, Vendor Number: 03281		
Director Level Approval: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES Cite Authority: 3.05.260	Provide summary of agreement below: Council Chambers Maintenance/Upgrades		
Document Type (Ex: Professional Design Services): Professional Services Agreement	Project Name (Should match agreement): Chamber A/V Maintenance/Upgrades		
Vendor Name: Western Audio Visual Contact Person: Hailey Schellin Address: 1592 N. Batavia St., Suite #2 Orange, C Phone Number: (760) 438-8948 Email Address: haileys@wav1.com Business License Number:	City Project Manager: Deborah S. Lopez, City Clerk Contact Number: 805-961-7505 Email Address: dlopez@cityofgoleta.org Staff Routing Agreement: David Cutaia Contact Number: 805-961-7509 Email Address: dcutaia@cityofgoleta.org		
AMOUNT NOT TO EXCEED: 50000	ON CALL SERVICES? : <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* <small>*On call services require one spreadsheet to track multiple PO's</small> COUNCIL APPROPRIATION NEEDED: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* <small>*May require Purchasing Officer's override to input Requisition</small>		
ROUTING PROCESS	DESCRIPTION	DATE	INITIAL
Department Head Initiation	Authority to initiate agreement	7/16/2024	DS DL
Risk Manager	Staff to initiate review of insurance provision in agreement		
City Attorney	Contract review/Approve as form		
Budget Analyst/Finance Dept	Funding Methods Approved/Authorized	7/17/2024	DS SS
Purchasing Officer	Purchase Requisition reviewed	7/17/2024	DS CV
Staff (docusign user)	Staff routes agreement to vendor via DocuSign for electronic signature and requests Insurance documents.		
Risk Manager	Risk Management shall rate Insurance	8/5/2024	DS RGE
City Manager	City Manager will approve and sign the agreement.	8/5/2024	DS RAs
City Clerk	City Clerk will approve and sign the agreement.	8/7/2024	DS DL
Vendor	Staff will route a fully executed copy of the agreement to the vendor.		

Project Name: Chamber A/V Maintenance/Upgrades

**AMENDMENT NO. 1
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BETWEEN THE CITY OF GOLETA
AND
WESTERN AUDIO VISUAL**

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SECTION A. RECITALS

1. This Agreement is for the Chamber A/V Maintenance/Upgrades; and
2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed forty-two thousand dollars (\$42,000); and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of fifty thousand dollars (\$50,000) for additional tasks; and
4. The Agreement currently provides in Exhibit A entitled “Scope of Work” the complete and particular description of services; and
5. The parties desire to amend Exhibit A by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"
6. The City Council approved Amendment No. 1, on this 16th day of July 2024.

SECTION B. AMENDED TERMS

Now therefore City and Consultant agree that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$8,000 and to read in its entirety:
 - (a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT

SHALL NOT EXCEED the sum of \$50,000 (herein "not-to-exceed amount") and shall be earned as the work progresses.

At the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Scope of Work marked Exhibit "A-1," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2026 after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. This Agreement is amended to delete and replace in its entirety:

Exhibit A "Scope of Work" with **Exhibit A-1 "Scope of Work"** attached hereto and incorporated herein.

3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No. 1 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

DocuSigned by:
Robert Nisbet

1AEBACAD159E4D7
Robert Nisbet, City Manager

CONSULTANT

DocuSigned by:
Catherine Schellin

208DFF64213048A
Catherine Schellin, President

ATTEST

DocuSigned by:
Deborah Lopez

A4E093432A46E
Deborah Lopez, City Clerk

DocuSigned by:
Jay Schellin

C5064F6978A0200...
Jay Schellin, CFO

APPROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

DocuSigned by:
Scott Shapses

4365248AE542ACE...
Scott Shapses, Deputy City Attorney

WESTERN AUDIO VISUAL

Service Plus

1592 N. BATAVIA ST ORANGE, CA 92687

PHONE: (714) 637-7272 FAX: (714) 637-7330

Owner & Contract Holder:

City of Goleta – Council Chambers

Equipment Location:

130 Cremona Drive Suite B
Goleta, CA 93117

Contact:

Deborah Lopez
805-961-7505

dlopez@cityofgoleta.org

Billing Address:

130 Cremona Drive Suite B
Goleta, CA 93117

Billing Terms:

Agreement Premium: \$25,200 (2 years) \$12,600.00 per year
Effective Date: 4/5/2024-4/4/2025
100% due upon acceptance, NET 30.

EXTENDED WARRANTY PLANS

SERVICE PLUS BENE

PROACTIVE PREVENTATIVE MAINTENANCE VISITS	UP TO FOUR (4) VISITS PER YEAR
EMAIL & TELEPHONE RESPONSE TIMES (PRINCIPLE PERIOD OF MAINTENANCE**)	RESPONSE WITHIN FOUR (4) HOURS
TELEPHONE TECHNICAL SUPPORT (PRINCIPLE PERIOD OF MAINTENANCE**)	INCLUDED
ON-SITE TECHNICAL SUPPORT RESPONSES (PRINCIPLE PERIOD OF MAINTENANCE***)	12 BUSINESS HOURS
ON-SITE TECHNICAL SUPPORT RESPONSES (NON-PRINCIPLE PERIOD OF MAINTENANCE***)	\$120.00 PER TECH/HOUR, 3-HOUR MINIMUM, \$180.00 AFTER HOURS, \$240.00 SAT. & SUN.
COMPLETE EQUIPMENT REPAIR AND/OR REPLACEMENT	INCLUDED
GROUND SHIPMENT	INCLUDED
EXPEDITED SHIPMENT MANUFACTURER	ACTUAL COST
SOFTWARE UPDATES/UPGRADES OPTIONAL USER	INCLUDED
SYSTEM TRAINING	INCLUDED, TWO (2) SESSIONS
PRIORITY SERVICE STATUS	INCLUDED
MANUFACTURER REPAIR CASE MANAGEMENT	INCLUDED
SYSTEMS OPERATOR	\$95.00 PER TECH/HOUR
LABOR FOR PROJECTOR LAMP REPLACEMENT	INCLUDED
DISCOUNTED PURCHASE ON PROJECTOR LAMPS	15% Discount

I. COVERAGE

Western Audio Visual, upon the receipt and acceptance of YOUR application, will repair or arrange for the repair of YOUR COVERED EQUIPMENT as necessary when such repair is due to a MECHANICAL OR ELECTRONIC BREAKDOWN OR FAILURE during the CONTRACT PERIOD. WAV agreement is subject to the satisfaction of all terms and conditions of this CONTRACT. All repairs and replacements will be with new or remanufactured parts and components as decided by Western Audio Visual.

II. WHAT IS COVERED

A. Parts Repair/Replacement: All parts for the COVERED EQUIPMENT are covered by this CONTRACT except as excluded by Article IV of this CONTRACT.

B. Labor for Repair: All labor for repairs of COVERED EQUIPMENT is covered under this CONTRACT, except as excluded by Article IV of this CONTRACT.

On-site service hours for this CONTRACT are from 8:00 a.m. to 5:00 p.m. PST Monday through Friday. We will provide on-site labor within 12 hours from the time of the original service call. Work must begin and end within these on-site service hours or telephone support hours, based on the service being provided. Work, which is performed outside these hours, is billable at \$180.00 per hour, door-to-door Monday through Friday and \$240.00 per hour Saturday and Sunday. By entering into this CONTRACT YOU agree to allow US to bill for On-site service provided outside On-site service hours and Telephone Support provided outside Telephone support hours at the corresponding rates as shown in this section. WE will request a purchase order or other form of payment guarantee for these billable services. If no payment guarantee is forwarded to US within seven days of OUR request, WE will bill YOU for this work without a payment guarantee and YOU agree to pay for these services without issuance by YOU of a payment guarantee.

C. Transportation of Parts and Equipment: WE will pay for transportation of COVERED EQUIPMENT from the EQUIPMENT LOCATION to OUR shop for repair. WE will pay transportation of equipment from the EQUIPMENT LOCATION or OUR shop to the manufacturer, if manufacturer repair is required. WE will pay for transportation of parts and components ordered in connection with servicing of the COVERED EQUIPMENT. Transportation will be provided by OUR staff or by commercial carrier. If shipped by commercial carrier, it will be shipped for two-day delivery. Expedited delivery is also available, upon request. If YOU wish to have the parts expedited, YOU agree to be billed for the cost difference between the two-day delivery and the expedited delivery.

D. Preventive Maintenance: This CONTRACT includes four preventive maintenance calls per year. A preventive maintenance call is defined as a field technician visiting the EQUIPMENT LOCATION to verify proper operation of the COVERED EQUIPMENT, install any factory provided hardware updates, cleaning the heads of tape decks, returning the equipment controls to the predetermined operating levels, converging video projectors for previously established input sources, clean filters and optics of projectors, reloading existing system operating software (if required), and correcting operating conditions that are not within industry standards for operation.

If abnormal operating conditions outside industry standards are noted during a preventive maintenance call and the repair or correction cannot be accomplished during the preventive maintenance call, another repair call will be scheduled to correct the noted condition.

If abnormal operating conditions outside industry standards are noted during a preventive maintenance call and the repair is not covered by this CONTRACT as noted in Article IV, WE will forward to YOU, either in written form or verbally, a description of the condition and a cost to repair.

E. Loaner Equipment: If service provided under this CONTRACT cannot bring certain types of equipment to satisfactory operating condition within four (4) working days, a loaner unit of comparable functionality will be provided at YOUR request. Loaner equipment will be provided for the following categories of equipment: Video projectors, computer interfaces, and videocassette recorders. Loaner equipment will only be provided within the limits of OUR non-allocated inventory. Loaner equipment will be provided at no cost to YOU. Loaner equipment may not be an exact match to your existing equipment and may not be compatible with YOUR mounting systems or

integrated remote control systems or other components of the system. This CONTRACT does not provide for services mounting or connecting non-compatible loaner equipment to YOUR COVERED EQUIPMENT. Portable systems from OUR inventory shall be considered acceptable substitutes as loaner equipment. CRT based video projectors, LCD based video projectors, DLP based video projectors and LCD light valve video projectors shall be considered interchangeable as loaner equipment. YOU agree to be liable for the repair or replacement cost of the loaner unit due to loss or damage while the loaner equipment is in YOUR possession.

III. YOUR OBLIGATIONS DURING THE CONTRACT

A. Equipment Maintenance and Alteration: YOU must provide US with unrestricted access to the COVERED EQUIPMENT for scheduled preventive maintenance visits. YOU may not alter the wiring interconnections of COVERED EQUIPMENT. YOU may not alter or modify the COVERED EQUIPMENT. YOU may not alter, repair or modify the COVERED EQUIPMENT except as expressly directed by OUR service personnel. YOU must operate the equipment as detailed in the user operations manual provided by the manufacturer with the COVERED EQUIPMENT. YOU may not add equipment, components, wiring or other parts to the COVERED EQUIPMENT without written notification to and acceptance by US.

B. In the Event of the Failure of a Covered Component:

1. YOU must call us at 866-346-9283 or 714-637-7272. YOU must provide US with the Service Contract Number or the model of the equipment in need of service and the nature of the problem.
2. YOU must give US access to all COVERED EQUIPMENT at a time within the following 24 hours that is mutually agreeable to both YOU and US and is during OUR on-site service hours. If such a time cannot be mutually agreed upon, WE will schedule a service call to YOUR EQUIPMENT LOCATION at the first available time beyond the 24 hour period during the on-site service hours.
3. YOU must allow US complete and unrestricted access to the COVERED EQUIPMENT during OUR service call for a length of time as required to repair the COVERED EQUIPMENT. YOU must allocate enough time with the COVERED EQUIPMENT to troubleshoot, diagnose, and repair the COVERED EQUIPMENT.

IV. WHAT IS NOT COVERED

- A.** Parts other than the COVERED EQUIPMENT; projection screens and projection screen control devices; knobs; lamps; bulbs; trim; trim parts; cabinetry; cathode ray tubes (CRT's); ILA optical units, DMD optical units; DLP//LCD optical units; LCD/Plasma screen panels; or batteries. Such parts will be provided to YOU at a 15% discount from OUR published price;
- B.** Failure due to or caused by fire, failure as a result of utility services, failure as a result of poor, unconditioned or fluctuating electrical power, or natural and environmental causes such as earthquake, tornado, lightning, corrosion, flood, or other acts of God, or other causes beyond OUR reasonable control.
- C.** Failure caused by abuse, misuse, or negligence, or previously installed or used equipment which is not in good operating condition;
- D.** Any actual, consequential or incidental damages incurred or suffered by YOU, directly or indirectly, or for economic loss, including, but not limited to inconvenience, loss of profits, loss of business revenue, loss of time, loss of equipment use, or any other economic loss of any kind whatsoever, even Western has been advised of the possibility thereof;
- E.** Service required to diagnose YOUR complaint, failure or perceived failure if no mechanical or electrical failure was found, or was due to YOUR inability to properly operate the COVERED EQUIPMENT;

- F. Video projector convergence problems caused by normal electronic fluctuations which occur between scheduled preventive maintenance;
- G. Control system or other software programming changes to facilitate control functions not available at the commencement of the CONTRACT.
- H. Failures or faults caused by structural, mechanical, electrical, or plumbing systems or devices not installed by US and not specifically covered under this CONTRACT.
- I. Inability of the Covered Equipment, due to the manufacturing design of a product or products or the integration of the system, to perform in a manner other than for what it was designed.
- K. Convergence of video to a multisynchronous display device (i.e., video projector, video monitor, etc.) other than those that were converged for at the start of the CONTRACT. Refer to the schedule of converged sources at the end of this contract for covered convergences.
- L. Any condition that existed prior to the start date of this CONTRACT that would have been obvious during a pre-inspection of the Covered Equipment.
- M. Repairs prohibited by statute, governmental regulation, or any other law.
- O. Video conferencing equipment & software warranties & upgrades (Polycom, Tandberg, Lifesize, Cisco, etc.)
- P. Owner furnished equipment

V. TRANSFER OF CONTRACT

This CONTRACT may not be transferred to any other party without the express written consent of Western Audio Visual and the payment of a transfer fee equal to not less than ten percent (10%) of the premium amount. Western Audio Visual may, at its sole discretion choose to accept the transfer or to terminate the CONTRACT.

VI. COMMENCEMENT, EXPIRATION, RENEWAL & CANCELLATION OF CONTRACT

- A. On or before thirty (30) days following the start date of the CONTRACT:
 - 1. YOU may cancel this CONTRACT and receive refund of the full premium if no benefits have been received or if no service calls or telephone support has been provided to YOU by US.
 - 2. If benefits have been received or if service calls or telephone support has been provided by US, YOU may cancel this CONTRACT for a refund less the cost of the service performed, based on OUR published rate schedule.
- B. After thirty (30) days following the start date of the CONTRACT, YOU may cancel this CONTRACT. The refund shall be a proration based upon the time expired on the CONTRACT calculated to the start of the month following the notice of cancellation. All cancellations after thirty (30) days are subject to a cancellation fee of ten percent (10%) of the refund amount. To cancel this CONTRACT, YOU must submit a notice of cancellation in writing and return the complete CONTRACT to US. WE will then issue a check for the refund amount.

- C. If the COVERED EQUIPMENT is not new and was not provided, installed or serviced by US, WE reserve the right to inspect the equipment within thirty (30) days of the commencement of this CONTRACT to determine if WE wish to provide the services covered in this CONTRACT. If WE determine that the equipment is not operating correctly, properly, or requires service to bring the equipment to good operating condition, WE will forward an estimate to YOU regarding the cost of such service. This service is not covered by this CONTRACT. If YOU decline to have US perform the work required to bring the COVERED EQUIPMENT up to good operating condition within fourteen (14) days of the date of the estimate, WE may, at OUR sole option, refund the full amount of the premium and cancel this CONTRACT.

- D. WE may cancel this CONTRACT at any time for non-payment of the premium or if YOU do not meet YOUR obligations under Article III. If YOU do not meet YOUR obligations under Article III or do not pay the premium within thirty (30) days of OUR invoice, WE have the right to cancel this CONTRACT upon forwarding written notice to YOU. In the event of cancellation due to non-payment, YOU agree to be liable for the full cost of services and parts provided to YOU at the rates published in OUR most current rate schedule. In the event that YOU do not meet YOUR obligations under Article III, we will provide a portioned refund based on the time expired on the CONTRACT.

- E. The CONTRACT shall commence upon the receipt of a purchase order or other acceptable payment guarantee, or on the date identified on the first page of this CONTRACT, whichever is later. No CONTRACT on the COVERED EQUIPMENT work may be performed prior to the commencement of the CONTRACT.

- F. The CONTRACT shall renew 365 days after the date of commencement. Repair work on the COVERED EQUIPMENT which was begun prior to the expiration of the CONTRACT shall be completed by US.

- G. This CONTRACT shall automatically renew. Either YOU or WE may decline to enter into a new contract.

VII. DEFINITIONS

The words listed below have the following meanings in this CONTRACT:

COVERED EQUIPMENT

Means the equipment for which WE will provide service, as listed on the first page of this CONTRACT.

CONTRACT

Means this Service CONTRACT which specifies, among other things, YOUR Coverage, the CONTRACT PERIOD, the Covered Equipment.

YOU, YOUR(S)

City of Goleta – Council Chambers

ELECTRONIC OR MECHANICAL FAILURE AND BREAKDOWN

Means the inability of a properly maintained and operated piece of COVERED EQUIPMENT to perform the function(s) for which it was designed, due solely to defects in material or faulty workmanship. Without limitation, Electronic or Mechanical Breakdown and Failure does not include damage due to negligence, caused by accident, or the gradual reduction in performance due to wear and tear.

CONTRACT PERIOD

Means the period which begins on the date shown on page one of this agreement, or the receipt by us of an acceptable payment guarantee and ends on the expiration of the time limitation as set forth in this CONTRACT.

WE, US, OUR(S)

Means Western Audio Visual

This CONTRACT is not a manufacturer's warranty or an extension of a manufacturer's warranty. This Service CONTRACT may provide duplicate coverage while manufacturer's warranties are in force. This CONTRACT is not an express, implied or general warranty and is not a condition of the purchase of the COVERED EQUIPMENT.

Covered Equipment

Council Chambers

Quantity	Manufacturer	Model	Description
Display System			
1	Planar	URX100	100" Ultra HD Resolution (3840 x 2160) LCD Display
1	Chief	XTM1U	X-Large Fusion Micro-Adjustable Tilt Wall Mount
1	DWI	Custom	Custom Cladding for Display (Top and Bottom)
1			Existing Side Display & Mount

Signal Distribution and Switching System			
1	Crestron	DMPS3-4K-150-C	3-Series® 4K DigitalMedia™ Presentation System 150
2	Crestron	DM-TX-4KZ-100-C-1G-B-T	DigitalMedia 8G+® 4K60 4:4:4 HDR Wall Plate Transmitter, BLACK (Doc Cam and Staff PC)
1	Crestron	DM-RMC-4KZ-SCALER-C	DigitalMedia 8G+® 4K60 4:4:4 HDR Receiver and Room Controller with Scaler (Display)
1	Crestron	HD-DA2-4KZ-E	1:2 HDMI® Distribution Amplifier w/4K60 4:4:4 & HDR Support (Side Display & Presentation Feed)
2	Crestron	HD-TXC-101-C-E	DM Lite® Transmitter for HDMI®, IR, and RS-232 Signal Extension over CATx Cable
2	Crestron	HD-RXC-101-C-E	DM Lite – HDMI® over CATx Receiver w/IR & RS-232, Surface Mount

SOURCES:

Existing Ceiling Mounted Document Camera			
Staff PC (HDMI Only)			
1	Barco	CSE-200	Wireless Presentation Gateway

Control System			
1	Crestron	TS-1542-TILT-B-S	15.6 in. HD Touch Screen, Tabletop Tilt, Black Smooth
1	Luxul	XMS-2624P	26 Port/24 PoE+ Gigabit Managed Switch

Audio System

1	Biamp	TesiraFORTÉ AVB VT	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface
1	Biamp	TesiraFORTÉ AVB CI	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, and AEC technology (all 12 inputs)
2	Biamp	Tesira EX-LOGIC	PoE controller with 16 logic GPIO

Existing Microphones, Amplifiers and Speakers to be Tested and Reused

Broadcast System

4	Panasonic	AW-HE42WP	HD Pan/Tilt/Zoom Camera w/ SDI Output (White Version)
4	Vaddio	535-2000-226W	Wall Mount Bracket
1	Panasonic	AW-RP60	Remote Camera Controller
1	Blackmagic Design	SWATEMPSW1ME4K	ATEM 1 M/E Production Studio 4K
1	Blackmagic Design	SWPANELADV1ME	ATEM 1 M/E Advanced Panel
1	Blackmagic Design	VHUBSMTCS6G1212	Smart Videohub CleanSwitch 12 x 12 6G-SDI
1	Blackmagic Design	HYPERRD/STM	HyperDeck Studio Mini
1	Blackmagic Design	CONVCMIC/SH/WPSU	Mini Converter SDI to HDMI 6G (Overflow Conference Room)
1	Blackmagic Design	CONVNTRM/YA/RSH	Blackmagic Design Teranex Mini Rack Shelf
2	Blackmagic Design	CONVMUDCSTD/HD	Mini Converter UpDownCross HD
1	AJA	DRM	Rackmount Frame
1	AJA	DRM Front Panel	Front Panel cover for the DRM Frame
1	AJA	3GDA	1x6 3G/HD/SD Reclocking Distribution Amplifier
1	AJA	GEN10	HD/SD Sync Generator
1	AJA	HD10MD4	Digital Down-Converter
1	AJA	3G-AMA	3G-SDI Analog Audio Embed/Disembed

1	Kramer	VM-80VN	1:8 Composite Video Distribution Amplifier
1	Kramer	VM-50AN	1:5 Balanced & Unbalanced Stereo Audio Distribution Amplifier
1	Kramer	RK-1	Rack Kit for VM-80VN and VM-50AN
2	SanDisk	SDSDXP-512G-A46	512GB Extreme PRO UHS-I SDXC Memory Card
1	Feelworld	D71-H	Dual 7" 3 RU Rackmount HDMI LCD Monitor
1	Tightrope Media Systems	CBL-VIOLITE-600	2 channel configurable 1x1 or 0x2 SD/HD SDI encode/decode, multi-format server with 8TB of storage in a 1 RU chassis. Selectable SD or HD SDI with embedded audio. Pulls in RTP, RTMP and HLS streams. Includes Cablecast Automation, Video and CG server Software. Cablecast CG Player Software is optional. Includes graphics, crawl, bug, bug text on output. 3 year hardware warranty and 2 hours of installation support and training within first year.
1	Tightrope Media Systems	CBL-CGPLAYER-LIC	Cablecast CG bulletin board software for installation in Cablecast VIO video servers. All bulletin board features and native integration with the Cablecast schedule for display of "Airs Again On", "Coming up Next" and Cablecast schedule bulletins, updated dynamically throughout the day. Includes 1 hour of remote installation support
1	Compix	ConverG1 HD	Single Channel HD Standalone Broadcast Graphics System
1	LG	32MU59-B	32" UHD LED Display (MultiView)
1	Fostex	RM-3	Rackmount 20W Speaker System
2	Viewsonic	VX2252MH	22" LED LCD Monitor - 2 ms (Engineering PC)
3	Middle Atlantic	RM-LCD-PNLK	LCD Rackmount, 3RU
1	Samsung	QB55R	55" Commercial UHD LED Display (Overflow Conference Room)

1	Chief	LTA1U	Large Fusion Tilt Wall Mount
1	Chief	FHB5147	Universal Flat Panel Mount Hardware kit

Alternate Voting System

Quantity	Manufacturer	Model	Description
7	Crestron	TS-770-B-S	7 in. Tabletop Touch Screen, BLACK
1	Crestron	DGE-100	Digital Graphics Engine 100

ACCEPTED BY:

ACCEPTED FOR Western Audio Visual

Signature: _____

Signature: _____

Title: _____

Title: (Kevin Mahkorn) Service Manager

Date: _____

Date: _____



City of Goleta
Council Chamber ALT Mic Rework

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com
Revision 7/10/2024

Council Chamber
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
Audio System						
8	Shure	MX418D/C	Existing: "ALT" Desktop Microphones			EXISTING
1	Whirlwind	W1CF	W1 39 pin chassis mount Female		\$ 244.00	\$ 244.00
1	Whirlwind	W1IM	39-pin Inline Male Connector		\$ 396.00	\$ 396.00
1	Panel Crafters		Double Gang Custom Plate w/W1 Cutout, BLACK		\$ 63.00	\$ 63.00
Council Chamber Equipment Sub-Total:						\$ 703.00
Miscellaneous Materials						
						Cable & Connectors \$ 352.00
						Installation Hardware & Accessories \$ 71.00
						Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.) \$ -
						Miscellaneous Materials Sub-Total \$ 423.00
Integration Labor						
						Engineering & Drafting \$ 634.00
						Control Programming \$ -
						Project Management \$ 284.00
						Staging & Assembly \$ 1,125.00
						Installation & Testing \$ 2,550.00
						Training, Closing, & Commissioning \$ -
						Travel \$ -
						Sub-Contract \$ -
						G & A \$ 20.00
						Integration Labor Sub-Total \$ 4,613.00
Extended Warranty & Maintenance Agreement						
					Years	Price
Extended Service Plan					0	\$ -
					Service Sub-Total \$ -	
Council Chamber Totals						
Total Equipment					\$	1,126.00
Total Labor					\$	4,613.00
Equipment and Labor Subtotal					\$	5,739.00
Total Shipping					\$	30.00
Additional Shipping for Overnight or Large Items					\$	-
Subtotal					\$	5,769.00
Sales Tax					8.75%	\$ 101.15
Electronic Waste Fee 4" - 14" (\$4.00)					QTY: 0	\$ -
Electronic Waste Fee 15" - 34" (\$5.00)					QTY: 0	\$ -
Electronic Waste Fee 35" and Greater (\$6.00)					QTY: 0	\$ -
Electronic Waste Fee Total					\$	-
Total Service Agreement					\$	-
Bond (if required)					\$	-
						\$ 5,870.15



City of Goleta
Council Chamber ALT Mic Rework

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com
Revision 7/10/2024

Emergency DSP
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
Audio System						
1	Biamp	TesiraFORTÉ AVB VT		Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface	\$ 3,025.00	\$ 3,025.00
Emergency DSP Equipment Sub-Total:						\$ 3,025.00
Miscellaneous Materials						
					Cable & Connectors	\$ -
					Installation Hardware & Accessories	\$ -
					Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	\$ 31.00
Miscellaneous Materials Sub-Total:						\$ 31.00
Integration Labor						
					Engineering & Drafting	\$ -
					Control Programming	\$ -
					Project Management	\$ -
					Staging & Assembly	\$ 125.00
					Installation & Testing	\$ 1,266.00
					Training, Closing, & Commissioning	\$ -
					Travel	\$ -
					Sub-Contract	\$ -
					G & A	\$ 52.00
Integration Labor Sub-Total:						\$ 1,443.00
Extended Warranty & Maintenance Agreement						
					Years	Price
					Extended Service Plan	0 \$ -
Service Sub-Total:						\$ -
Emergency DSP Totals						
					Total Equipment	\$ 3,056.00
					Total Labor	\$ 1,443.00
					Equipment and Labor Subtotal	\$ 4,499.00
					Total Shipping	\$ 81.00
					Additional Shipping for Overnight or Large Items	\$ -
					Subtotal	\$ 4,580.00
					Sales Tax	8.75% \$ 274.49
					Electronic Waste Fee 4" - 14" (\$4.00)	QTY: 0 \$ -
					Electronic Waste Fee 15" - 34" (\$5.00)	QTY: 0 \$ -
					Electronic Waste Fee 35" and Greater (\$6.00)	QTY: 0 \$ -
					Electronic Waste Fee Total	\$ -
					Total Service Agreement	\$ -
					Bond (if required)	\$ -
Total:						\$ 4,854.49



City of Goleta
Council Chamber ALT Mic Rework

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com
Revision 7/10/2024

Adding ALT Mics

Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
Audio System						
	2	Shure	MX418D/C	Desktop-Mounted 18" Cardioid Gooseneck Microphone with Preamp	\$ 299.00	\$ 598.00
	1	Biamp	Tesira EX-AEC	4 channel mic/line input expander with AEC and PoE+	\$ 1,375.00	\$ 1,375.00
	1	Biamp	TesiraCONNECT TC-5D	5-port expansion device with AVB to Dante Bridging	\$ 1,239.00	\$ 1,239.00
Adding ALT Mics Equipment Sub-Total:						\$ 3,212.00

Miscellaneous Materials

Cable & Connectors	\$ 161.00
Installation Hardware & Accessories	\$ 129.00
Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	\$ 97.00
Miscellaneous Materials Sub-Total	\$ 387.00

Integration Labor

Engineering & Drafting	\$ -
Control Programming	\$ 3,200.00
Project Management	\$ -
Staging & Assembly	\$ 125.00
Installation & Testing	\$ 2,834.00
Training, Closing, & Commissioning	\$ 567.00
Travel	\$ -
Sub-Contract	\$ -
G & A	\$ 60.00
Integration Labor Sub-Total	\$ 6,786.00

Extended Warranty & Maintenance Agreement

	Years	Price
Extended Service Plan	0	\$ -
Service Sub-Total		\$ -

Adding ALT Mics Totals

Total Equipment	\$ 3,599.00
Total Labor	\$ 6,786.00
Equipment and Labor Subtotal	\$ 10,385.00
Total Shipping	\$ 95.00
Additional Shipping for Overnight or Large Items	\$ -
Subtotal	\$ 10,480.00
Sales Tax 8.75%	\$ 323.23
Electronic Waste Fee 4" - 14" (\$4.00) QTY: 0	\$ -
Electronic Waste Fee 15" - 34" (\$5.00) QTY: 0	\$ -
Electronic Waste Fee 35" and Greater (\$6.00) QTY: 0	\$ -
Electronic Waste Fee Total	\$ -
Total Service Agreement	\$ -
Bond (if required)	\$ -
Total	\$ 10,803.23



City of Goleta
Council Chamber ALT Mic Rework

Representative Hailey Schellin
Mobile 949.584.7028
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Revision 7/10/2024

Aja Helo Plus

Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
				Display System		
1	AJA	Helo Plus		AJA HELO Plus H.264 Advanced Streamer & Recorder with 3G-SDI and HDMI	\$ 2,119.00	\$ 2,119.00
Aja Helo Plus Equipment Sub-Total:						\$ 2,119.00
Miscellaneous Materials						
				Cable & Connectors	\$	43.00
				Installation Hardware & Accessories	\$	-
				Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	\$	11.00
Miscellaneous Materials Sub-Total:						\$ 54.00
Integration Labor						
				Engineering & Drafting	\$	-
				Control Programming	\$	-
				Project Management	\$	-
				Staging & Assembly	\$	-
				Installation & Testing	\$	284.00
				Training, Closing, & Commissioning	\$	-
				Travel	\$	-
				Sub-Contract	\$	-
				G & A	\$	37.00
Integration Labor Sub-Total:						\$ 321.00
Extended Warranty & Maintenance Agreement						
					Years	Price
				Extended Service Plan	0	\$ -
Service Sub-Total:						\$ -
Aja Helo Plus Totals						
				Total Equipment	\$	2,173.00
				Total Labor	\$	321.00
				Equipment and Labor Subtotal	\$	2,494.00
				Total Shipping	\$	58.00
				Additional Shipping for Overnight or Large Items	\$	-
				Subtotal	\$	2,552.00
				Sales Tax	8.75%	\$ 195.21
				Electronic Waste Fee 4" - 14" (\$4.00)	QTY: 0	\$ -
				Electronic Waste Fee 15" - 34" (\$5.00)	QTY: 0	\$ -
				Electronic Waste Fee 35" and Greater (\$6.00)	QTY: 0	\$ -
				Electronic Waste Fee Total	\$	-
				Total Service Agreement	\$	-
				Bond (if required)	\$	-
Total:						\$ 2,747.21



Client City of Goleta
Project Name Council Chamber ALT Mic Rework

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com
Date 7/10/2024

Project Contact
Contact Deborah Lopez
Address 130 Cremona Drive, Suite B
City, State, Zip Goleta, CA 93117
Phone 805-961-7505
Mobile
Email dlopez@cityofgoleta.org

Audio Visual Investment Summary

Room	Room Qty	Equipment	Shipping	Sales Tax	eWaste	Labor	Maintenance	Bond	Cost Per Room	TOTAL
Council Chamber	1	\$ 1,126.00	\$ 30.00	\$ 101.15	\$ -	\$ 4,613.00	\$ -	\$ -	\$ 5,870.15	\$ 5,870.15
Emergency DSP	1	\$ 3,056.00	\$ 81.00	\$ 274.49	\$ -	\$ 1,443.00	\$ -	\$ -	\$ 4,854.49	\$ 4,854.49
Adding ALT Mics	1	\$ 3,599.00	\$ 95.00	\$ 323.23	\$ -	\$ 6,786.00	\$ -	\$ -	\$ 10,803.23	\$ 10,803.23
Aja Helo Plus	1	\$ 2,173.00	\$ 58.00	\$ 195.21	\$ -	\$ 321.00	\$ -	\$ -	\$ 2,747.21	\$ 2,747.21
Base Project Total										\$ 24,275.08

PROJECT TOTAL: \$24,275.08

NOTES:
 This proposal includes prevailing wage rates.

Billing Terms:
100% Equipment Upon Order, Progress Billing for Labor

Client Authorized Signature _____ Printed Name & Title _____ Date _____

This quote is valid for 30 days. The sales tax is subject to change—in the event of an increase, the client agrees to pay the current sales tax rate. This proposal is not to be copied, reproduced or forward to any third party as its contents are the property of Western Audio Visual.

Billing Inquiries:
 Western Audio Visual | 1592 North Batavia Street, Suite 2, Orange, CA 92867 | P 714 637 7272

REQUISITION

Requisition #: 25CL003

Date: 07/16/2024

Vendor #: 003281

ISSUED TO: WESTERN AUDIO VISUAL
 1592 N. BATAVIA STREET
 SUITE 2
 ORANGE, CA 92867-

SHIP TO: CITY OF GOLETA
 130 CREMONA DRIVE, SUITE B
 GOLETA, CA 93117

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0 Chamber A/V Maintenance/Upgrades		0.00	503-10-1300-57010	9,953.00
				503-10-1300-51200	14,322.00

PO Description: Chamber A/V Maintenance/Upgrades

Detailed Description:

Chamber A/V Maintenance/Upgrades, 2024-040.1. Approved by Council on 7/16 item a.16. Time and Materials. Maintenance portion of agreement already paid on 25CL010.

Authorized By: _____

SUBTOTAL:	24,275.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	24,275.00



Endorsement 15

NAMED INSURED: Western Audio Visual

E5754.3 Additional Insured Endorsement (Scheduled AI)

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the Contractors Professional Liability Claims-Made and Reported Coverage Part is/are amended as follows:

SCHEDULE

Additional Insured:	Effective Date:	Retroactive Date:
Howard Building Corporation	02/10/2023	N/A
CSHV Wilshire Landmark, LLC	02/10/2023	N/A
California State Teachers' Retirement System, a Public Entity	02/10/2023	N/A
LaSalle Investment Management	02/10/2023	N/A
Avison Young – Southern California, Ltd.	02/10/2023	N/A

- I. The following definition is added to the end of Section III. Who is an insured:
Additional insured means the person or organization listed in the Schedule above.
 Coverage is available for **additional insureds** solely for their liability arising out of the **named insured's** negligence or of those acting on the **named insured's** behalf and not for any liability arising out of the sole negligence of the **additional insured**.
 Solely with respect to the coverage afforded to **additional insureds**, the effective date(s) and **retroactive date(s)** will be the respective dates listed in the Schedule above and not what are stated in the Declarations.
 The **retroactive date(s)** in the Schedule above will apply only to Coverage Part(s) **you** have purchased that include coverage written on a claims-made or loss occurring and discovered basis, and not to any Coverage Part(s) written on an occurrence basis.
- II. In the preamble of Section III. Who is an insured, the words "**additional insured**," are added after "**named insured**,".
- III. In Section VII. Definitions, the definition of "**You, your, or insured**" is amended to add the words "**additional insured**," after "**named insured**,".

Endorsement effective:	10/21/2023	Certificate No.:	ANE1760570.23
Endorsement No:	15	Processed Date:	08/13/2023
Hiscox Inc.			



Endorsement 15

NAMED INSURED: Western Audio Visual

A handwritten signature in black ink, appearing to read "Kevin Kerridge", with a long horizontal flourish extending to the right.

Authorized Representative
Kevin Kerridge

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CMP-4787 WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 92 GYD812 0

Named Insured:

WESTERN A/V INC
1592 N BATAVIA ST STE 2
ORANGE CA 92867-3554

Name And Address Of Person Or Organization:

THE CITY OF GOLETA, ITS DIRECTORS, OFFICIALS, OFFICERS, EMPLOYEES,
AGENTS, AND VOLUNTEERS
130 CREMONA DRIVE, SUITE B
GOLETA, CA 93117

The following is added to Paragraph **10.b.** of **SECTION I AND SECTION II — COMMON POLICY CONDITIONS:**

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under contract with that person or organization and included in the "products-completed operations hazard".

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CMP-4786.1 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS
(Scheduled)**

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 92 GYD812 0

Named Insured:

WESTERN A/V INC
1592 N BATAVIA ST STE 2
ORANGE CA 92867-3554

Name And Address Of Additional Insured Person Or Organization:

THE CITY OF GOLETA, ITS DIRECTORS, OFFICIALS, OFFICERS,EMPLOYEES,
AGENTS, AND VOLUNTEERS
130 CREMONA DRIVE, SUITE B
GOLETA, CA 93117

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by:

a. Ongoing Operations

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for that additional insured; or

b. Products – Completed Operations

“Your work” performed for that additional insured and included in the “products-completed operations hazard”.

However, Paragraph 1. above is subject to the following:

- a. The insurance afforded to the additional insured only applies to the extent permitted by law;

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance provided to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

c. If the contract or agreement between you and the additional insured is governed by California Civil Code Section 2782 or 2782.05, the insurance provided to the additional insured is the lesser of that which:

(1) Is allowed for the satisfaction of a defense or indemnity obligation by California Civil Code Section 2782 or 2782.05 for your sole liability; or

(2) You are required by contract or agreement to provide for such additional insured.

We have no duty to defend or indemnify the additional insured under this endorsement until a claim or “suit” is tendered to us.

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

3. With respect to the insurance afforded to the additional insured, the following is added to **SECTION II — LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured will be the lesser of the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

4. With respect to the insurance afforded to the additional insured, the following is added to Paragraph 3. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION II — GENERAL CONDITIONS:**

The additional insured must:

- a. See to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense;

- b. Tender the defense and indemnity of any claim or "suit" to us and to all other insurers who may have insurance potentially available to the additional insured; and
 - c. Agree to make available any other insurance the additional insured has for defense or damages for which we would provide coverage under **SECTION II — LIABILITY.**
5. With respect to the insurance afforded the additional insured, the following replaces **SECTION II — LIABILITY** of Paragraph 7. **Other Insurance of SECTION I AND SECTION II — COMMON POLICY CONDITIONS:**
- a. This insurance is primary to and will not seek contribution from any other insurance available to the additional insured, provided that the additional insured is a named insured under such other insurance.
 - b. Regardless of any agreement between you and the additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

THE CITY OF GOLETA, ITS DIRECTORS,
OFFICIALS, OFFICERS, EMPLOYEES,
AGENTS, AND VOLUNTEERS.
130 CREMONA DRIVE, SUITE B
GOLETA, CA 93117

CODE 8742

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/24
Insured WESTERN A/V

Policy No. 92-MW-G685-6 Endorsement No.
Insurance Company State Farm Fire and Casualty Company

Countersigned By _____

DOCUMENT ROUTING AND APPROVAL FORM

Requires Council Approval: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Meeting Date/Item number:		Requires Vendor Set-up: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If no, Vendor Number: 03281		
Director Level Approval: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES Cite Authority: 3.05.260		Provide summary of agreement below: Council chambers maintenance, modifications, software upgrades and improvements.		
Document Type (Ex: Professional Design Services): Professional Services Agreement		Project Name (Should match agreement): Chamber A/V Maintenance/Upgrades		
Vendor Name: Western Audio Visual Contact Person: Hailey Schellin Address: 1592 N. Batavia St., Suite #2 Orange, C Phone Number: (760) 438-8948 Email Address: haileys@wav1.com Business License Number:		City Project Manager: Deborah S. Lopez, City Clerk Contact Number: 805-961-7505 Email Address: dlopez@cityofgoleta.org Staff Routing Agreement: David Cutaia Contact Number: 805-961-7509 Email Address: dcutaia@cityofgoleta.org		
AMOUNT NOT TO EXCEED: 42000		ON CALL SERVICES? : <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* <small>*On call services require one spreadsheet to track multiple PO's</small> COUNCIL APPROPRIATION NEEDED: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* <small>*May require Purchasing Officer's override to input Requisition</small>		
ROUTING PROCESS	DESCRIPTION		DATE	INITIAL
Department Head <u>Initiation</u>	Authority to initiate agreement		4/23/2024	^{DS} DL _{DS}
Risk Manager	Staff to initiate review of insurance provision in agreement		4/23/2024	RE
City Attorney	Contract review/Approve as form		4/23/2024	SS
Budget Analyst/Finance Dept	Funding Methods Approved/Authorized			
Purchasing Officer	Purchase Requisition reviewed	Requisition Number: 24CL010	4/30/2024	^{DS} CV
Staff (docusign user)	Staff routes agreement to vendor via DocuSign for electronic signature and requests Insurance documents.			^{DS}
Risk Manager	Risk Management shall rate Insurance		4/30/2024	RE _{DS}
City Manager	City Manager will approve and sign the agreement.		4/30/2024	RN _{DS}
City Clerk	City Clerk will approve and sign the agreement.		5/2/2024	DL
Vendor	Staff will route a fully executed copy of the agreement to the vendor.			



MEMORANDUM

DATE: April 23, 2024

TO: Robert Nisbet, City Manager

FROM: Deborah S. Lopez, City Clerk

SUBJECT: City Council Chambers Upgrades and Maintenance Agreement

In 2021 the City Council approved a professional services agreement with Western Audio Visual for audiovisual and Channel 19 broadcast equipment replacement and upgrades as part of the City Hall Council Chambers equipment upgrade project. This included the installation of control software and the associated programming of all system components within the chambers. The term of the original agreement was until March 1, 2022.

Staff recommends entering into a new agreement with the current vendor as it is in the best interest of the city to continue with Western Audio Visual for equipment maintenance, modifications, software upgrades and improvements. The software that controls the devices in Council Chambers was programmed by Western Audio Visual. Any updates, repairs, or changes are best made by Western Audio Visual as they did the initial design, installation and maintenance. Another vendor may not have knowledge of this programming or would take substantial time and effort to get up to speed on how the system is programmed. An example of this programming is the adding or deletion of meeting bodies within the Crestron control system, adding a new hardware component to the system which will always require programming to integrate into the system, and diagnoses of any software related issue would need the original programmer.

Western Audio Visual has vast knowledge of the chambers AV equipment which provides the ability quickly diagnose and rectify potential issues that may arise, furthermore the current maintenance agreement provides for regular onsite visits to check in on equipment and questions staff might have on the equipment. As part of the agreement Western also provides unlimited remote access technical support to all equipment that is part of the system.

Staff is recommending to also sole source purchase an emergency Biamp Tesira audio server, which is specific to the devices already installed and maintained by this vendor. The Biamp Tesira is essentially the server that drives all the audio signals in the chambers and the audio feeds to Cox, Granicus and all the control room equipment, You may recall that in the past we had a temporary failure of an audio server which was quickly solved, the vendor and staff agree that having a backup Biamp server on site that could be swapped in as a tech replacement is key to ensuring no interruptions.

Additionally, the proposed new project to rework all the dais microphones including the extra mics used for Design Review Board as well as other public workshops is specific to the upgrades already installed by the vendor and will complete the necessary upgrades for primary equipment. The existing microphones used in chambers were part of the 2008 Chambers upgrades and since that time the wires have been deteriorating from use and the fixed position of many of the microphones makes proper microphone use by users more difficult and negatively impacts the audio quality in the room and to the recordings. Staff recommends adding a central connection port so that all the DRB and workshop microphones can be plugged into a single port reducing the stress on cords and minimizing any tripping hazards from extra cabling that must be use and replacing the current fixed position microphones with moveable microphones allowing users to easily move the microphones closer to their mouths, greatly increasing sound quality to provide an accurate record keeping of the meetings.

Request:

- 1. Please execute an Agreement for Professional Services for the Council Chambers Maintenance Agreement and Upgrades**

Thank you.
Deborah S Lopez.

Project Name: Chamber A/V Maintenance/Upgrades

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
WESTERN AUDIO VISUAL**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 5th day of May, 2024, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **WESTERN AUDIO VISUAL**, a California Corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional audio/video services for Council Chambers Audio/Video Needed Parts; and
2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and
3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.090; and
4. The City Manager approved this AGREEMENT pursuant to Goleta Municipal Code section 3.05.070.

SECTION B. TERMS

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional audio/video (A/V) services shall generally include installation of new microphones, reworked wiring and a backup biamp as well as a two-year warranty of all A/V equipment in

Council Chambers as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$42,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Fees in Exhibit "A," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2026 after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) Payment. CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in Exhibit B, if one is included as part of this agreement. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Deborah S. Lopez. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 2026 unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Hailey Schellin is deemed to be specially experienced and is a key member of CONSULTANT's firm and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

8. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses,

injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third-Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

(c) No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

9. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits

except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.

- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

10. RELATIONSHIP OF CONSULTANT TO CITY

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

11. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

12. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

14. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

15. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

16. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

17. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

18. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

19. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

20. NONDISCRIMINATION

The City reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination or discriminatory practice shall occur in either employment of persons for, or completion of, the work contemplated by this Agreement, when such discrimination is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law. Among other possible violations of law, a violation of this section exposes CONSULTANT to the penalties provided for in Labor Code Section 1735.

21. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

22. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

23. MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

24. USE OF THE TERM "CITY"

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

25. PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that

31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

DocuSigned by:
Robert Nisbet

Robert Nisbet, City Manager

CONSULTANT

DocuSigned by:
Catherine Schellin

Catherine Schellin, President

ATTEST

DocuSigned by:
Deborah Lopez

Deborah Lopez, City Clerk

DocuSigned by:
Jay Schellin

Jay Schellin, CFO

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:
Scott Shapses

Scott Shapses, Deputy City Attorney

WESTERN AUDIO VISUAL

Service Plus

1592 N. BATAVIA ST ORANGE, CA 92687

PHONE: (714) 637-7272 FAX: (714) 637-7330

Owner & Contract Holder:

City of Goleta – Council Chambers

Equipment Location:

**130 Cremona Drive Suite B
Goleta, CA 93117**

Contact:

**Deborah Lopez
805-961-7505**

dlopez@cityofgoleta.org

Billing Address:

**130 Cremona Drive Suite B
Goleta, CA 93117**

Billing Terms:

**Agreement Premium: \$25,200 (2 years) \$12,600.00 per year
Effective Date: 4/5/2024-4/4/2025
100% due upon acceptance, NET 30.**

EXTENDED WARRANTY PLANS

SERVICE PLUS BENE

PROACTIVE PREVENTATIVE MAINTENANCE VISITS	UP TO FOUR (4) VISITS PER YEAR
EMAIL & TELEPHONE RESPONSE TIMES (PRINCIPLE PERIOD OF MAINTENANCE**)	RESPONSE WITHIN FOUR (4) HOURS
TELEPHONE TECHNICAL SUPPORT (PRINCIPLE PERIOD OF MAINTENANCE**)	INCLUDED
ON-SITE TECHNICAL SUPPORT RESPONSES (PRINCIPLE PERIOD OF MAINTENANCE***)	12 BUSINESS HOURS
ON-SITE TECHNICAL SUPPORT RESPONSES (NON-PRINCIPLE PERIOD OF MAINTENANCE***)	\$120.00 PER TECH/HOUR, 3-HOUR MINIMUM, \$180.00 AFTER HOURS, \$240.00 SAT. & SUN.
COMPLETE EQUIPMENT REPAIR AND/OR REPLACEMENT	INCLUDED
GROUND SHIPMENT	INCLUDED
EXPEDITED SHIPMENT MANUFACTURER	ACTUAL COST
SOFTWARE UPDATES/UPGRADES OPTIONAL USER	INCLUDED
SYSTEM TRAINING	INCLUDED, TWO (2) SESSIONS
PRIORITY SERVICE STATUS	INCLUDED
MANUFACTURER REPAIR CASE MANAGEMENT	INCLUDED
SYSTEMS OPERATOR	\$95.00 PER TECH/HOUR
LABOR FOR PROJECTOR LAMP REPLACEMENT	INCLUDED
DISCOUNTED PURCHASE ON PROJECTOR LAMPS	15% Discount

I. COVERAGE

Western Audio Visual, upon the receipt and acceptance of YOUR application, will repair or arrange for the repair of YOUR COVERED EQUIPMENT as necessary when such repair is due to a MECHANICAL OR ELECTRONIC BREAKDOWN OR FAILURE during the CONTRACT PERIOD. WAV agreement is subject to the satisfaction of all terms and conditions of this CONTRACT. All repairs and replacements will be with new or remanufactured parts and components as decided by Western Audio Visual.

II. WHAT IS COVERED

A. Parts Repair/Replacement: All parts for the COVERED EQUIPMENT are covered by this CONTRACT except as excluded by Article IV of this CONTRACT.

B. Labor for Repair: All labor for repairs of COVERED EQUIPMENT is covered under this CONTRACT, except as excluded by Article IV of this CONTRACT.

On-site service hours for this CONTRACT are from 8:00 a.m. to 5:00 p.m. PST Monday through Friday. We will provide on-site labor within 12 hours from the time of the original service call. Work must begin and end within these on-site service hours or telephone support hours, based on the service being provided. Work, which is performed outside these hours, is billable at \$180.00 per hour, door-to-door Monday through Friday and \$240.00 per hour Saturday and Sunday. By entering into this CONTRACT YOU agree to allow US to bill for On-site service provided outside On-site service hours and Telephone Support provided outside Telephone support hours at the corresponding rates as shown in this section. WE will request a purchase order or other form of payment guarantee for these billable services. If no payment guarantee is forwarded to US within seven days of OUR request, WE will bill YOU for this work without a payment guarantee and YOU agree to pay for these services without issuance by YOU of a payment guarantee.

C. Transportation of Parts and Equipment: WE will pay for transportation of COVERED EQUIPMENT from the EQUIPMENT LOCATION to OUR shop for repair. WE will pay transportation of equipment from the EQUIPMENT LOCATION or OUR shop to the manufacturer, if manufacturer repair is required. WE will pay for transportation of parts and components ordered in connection with servicing of the COVERED EQUIPMENT. Transportation will be provided by OUR staff or by commercial carrier. If shipped by commercial carrier, it will be shipped for two-day delivery. Expedited delivery is also available, upon request. If YOU wish to have the parts expedited, YOU agree to be billed for the cost difference between the two-day delivery and the expedited delivery.

D. Preventive Maintenance: This CONTRACT includes four preventive maintenance calls per year. A preventive maintenance call is defined as a field technician visiting the EQUIPMENT LOCATION to verify proper operation of the COVERED EQUIPMENT, install any factory provided hardware updates, cleaning the heads of tape decks, returning the equipment controls to the predetermined operating levels, converging video projectors for previously established input sources, clean filters and optics of projectors, reloading existing system operating software (if required), and correcting operating conditions that are not within industry standards for operation.

If abnormal operating conditions outside industry standards are noted during a preventive maintenance call and the repair or correction cannot be accomplished during the preventive maintenance call, another repair call will be scheduled to correct the noted condition.

If abnormal operating conditions outside industry standards are noted during a preventive maintenance call and the repair is not covered by this CONTRACT as noted in Article IV, WE will forward to YOU, either in written form or verbally, a description of the condition and a cost to repair.

E. Loaner Equipment: If service provided under this CONTRACT cannot bring certain types of equipment to satisfactory operating condition within four (4) working days, a loaner unit of comparable functionality will be provided at YOUR request. Loaner equipment will be provided for the following categories of equipment: Video projectors, computer interfaces, and videocassette recorders. Loaner equipment will only be provided within the limits of OUR non-allocated inventory. Loaner equipment will be provided at no cost to YOU. Loaner equipment may not be an exact match to your existing equipment and may not be compatible with YOUR mounting systems or

integrated remote control systems or other components of the system. This CONTRACT does not provide for services mounting or connecting non-compatible loaner equipment to YOUR COVERED EQUIPMENT. Portable systems from OUR inventory shall be considered acceptable substitutes as loaner equipment. CRT based video projectors, LCD based video projectors, DLP based video projectors and LCD light valve video projectors shall be considered interchangeable as loaner equipment. YOU agree to be liable for the repair or replacement cost of the loaner unit due to loss or damage while the loaner equipment is in YOUR possession.

III. YOUR OBLIGATIONS DURING THE CONTRACT

A. Equipment Maintenance and Alteration: YOU must provide US with unrestricted access to the COVERED EQUIPMENT for scheduled preventive maintenance visits. YOU may not alter the wiring interconnections of COVERED EQUIPMENT. YOU may not alter or modify the COVERED EQUIPMENT. YOU may not alter, repair or modify the COVERED EQUIPMENT except as expressly directed by OUR service personnel. YOU must operate the equipment as detailed in the user operations manual provided by the manufacturer with the COVERED EQUIPMENT. YOU may not add equipment, components, wiring or other parts to the COVERED EQUIPMENT without written notification to and acceptance by US.

B. In the Event of the Failure of a Covered Component:

1. YOU must call us at 866-346-9283 or 714-637-7272. YOU must provide US with the Service Contract Number or the model of the equipment in need of service and the nature of the problem.
2. YOU must give US access to all COVERED EQUIPMENT at a time within the following 24 hours that is mutually agreeable to both YOU and US and is during OUR on-site service hours. If such a time cannot be mutually agreed upon, WE will schedule a service call to YOUR EQUIPMENT LOCATION at the first available time beyond the 24 hour period during the on-site service hours.
3. YOU must allow US complete and unrestricted access to the COVERED EQUIPMENT during OUR service call for a length of time as required to repair the COVERED EQUIPMENT. YOU must allocate enough time with the COVERED EQUIPMENT to troubleshoot, diagnose, and repair the COVERED EQUIPMENT.

IV. WHAT IS NOT COVERED

- A.** Parts other than the COVERED EQUIPMENT; projection screens and projection screen control devices; knobs; lamps; bulbs; trim; trim parts; cabinetry; cathode ray tubes (CRT's); ILA optical units, DMD optical units; DLP//LCD optical units; LCD/Plasma screen panels; or batteries. Such parts will be provided to YOU at a 15% discount from OUR published price;
- B.** Failure due to or caused by fire, failure as a result of utility services, failure as a result of poor, unconditioned or fluctuating electrical power, or natural and environmental causes such as earthquake, tornado, lightning, corrosion, flood, or other acts of God, or other causes beyond OUR reasonable control.
- C.** Failure caused by abuse, misuse, or negligence, or previously installed or used equipment which is not in good operating condition;
- D.** Any actual, consequential or incidental damages incurred or suffered by YOU, directly or indirectly, or for economic loss, including, but not limited to inconvenience, loss of profits, loss of business revenue, loss of time, loss of equipment use, or any other economic loss of any kind whatsoever, even Western has been advised of the possibility thereof;
- E.** Service required to diagnose YOUR complaint, failure or perceived failure if no mechanical or electrical failure was found, or was due to YOUR inability to properly operate the COVERED EQUIPMENT;

- F. Video projector convergence problems caused by normal electronic fluctuations which occur between scheduled preventive maintenance;
- G. Control system or other software programming changes to facilitate control functions not available at the commencement of the CONTRACT.
- H. Failures or faults caused by structural, mechanical, electrical, or plumbing systems or devices not installed by US and not specifically covered under this CONTRACT.
- I. Inability of the Covered Equipment, due to the manufacturing design of a product or products or the integration of the system, to perform in a manner other than for what it was designed.
- K. Convergence of video to a multisynchronous display device (i.e., video projector, video monitor, etc.) other than those that were converged for at the start of the CONTRACT. Refer to the schedule of converged sources at the end of this contract for covered convergences.
- L. Any condition that existed prior to the start date of this CONTRACT that would have been obvious during a pre-inspection of the Covered Equipment.
- M. Repairs prohibited by statute, governmental regulation, or any other law.
- O. Video conferencing equipment & software warranties & upgrades (Polycom, Tandberg, Lifesize, Cisco, etc.)
- P. Owner furnished equipment

V. TRANSFER OF CONTRACT

This CONTRACT may not be transferred to any other party without the express written consent of Western Audio Visual and the payment of a transfer fee equal to not less than ten percent (10%) of the premium amount. Western Audio Visual may, at its sole discretion choose to accept the transfer or to terminate the CONTRACT.

VI. COMMENCEMENT, EXPIRATION, RENEWAL & CANCELLATION OF CONTRACT

- A. On or before thirty (30) days following the start date of the CONTRACT:
 1. YOU may cancel this CONTRACT and receive refund of the full premium if no benefits have been received or if no service calls or telephone support has been provided to YOU by US.
 2. If benefits have been received or if service calls or telephone support has been provided by US, YOU may cancel this CONTRACT for a refund less the cost of the service performed, based on OUR published rate schedule.
- B. After thirty (30) days following the start date of the CONTRACT, YOU may cancel this CONTRACT. The refund shall be a proration based upon the time expired on the CONTRACT calculated to the start of the month following the notice of cancellation. All cancellations after thirty (30) days are subject to a cancellation fee of ten percent (10%) of the refund amount. To cancel this CONTRACT, YOU must submit a notice of cancellation in writing and return the complete CONTRACT to US. WE will then issue a check for the refund amount.

C. If the COVERED EQUIPMENT is not new and was not provided, installed or serviced by US, WE reserve the right to inspect the equipment within thirty (30) days of the commencement of this CONTRACT to determine if WE wish to provide the services covered in this CONTRACT. If WE determine that the equipment is not operating correctly, properly, or requires service to bring the equipment to good operating condition, WE will forward an estimate to YOU regarding the cost of such service. This service is not covered by this CONTRACT. If YOU decline to have US perform the work required to bring the COVERED EQUIPMENT up to good operating condition within fourteen (14) days of the date of the estimate, WE may, at OUR sole option, refund the full amount of the premium and cancel this CONTRACT.

D. WE may cancel this CONTRACT at any time for non-payment of the premium or if YOU do not meet YOUR obligations under Article III. If YOU do not meet YOUR obligations under Article III or do not pay the premium within thirty (30) days of OUR invoice, WE have the right to cancel this CONTRACT upon forwarding written notice to YOU. In the event of cancellation due to non-payment, YOU agree to be liable for the full cost of services and parts provided to YOU at the rates published in OUR most current rate schedule. In the event that YOU do not meet YOUR obligations under Article III, we will provide a portioned refund based on the time expired on the CONTRACT.

E. The CONTRACT shall commence upon the receipt of a purchase order or other acceptable payment guarantee, or on the date identified on the first page of this CONTRACT, whichever is later. No CONTRACT on the COVERED EQUIPMENT work may be performed prior to the commencement of the CONTRACT.

F. The CONTRACT shall renew 365 days after the date of commencement. Repair work on the COVERED EQUIPMENT which was begun prior to the expiration of the CONTRACT shall be completed by US.

G. This CONTRACT shall automatically renew. Either YOU or WE may decline to enter into a new contract.

VII. DEFINITIONS

The words listed below have the following meanings in this CONTRACT:

COVERED EQUIPMENT

Means the equipment for which WE will provide service, as listed on the first page of this CONTRACT.

CONTRACT

Means this Service CONTRACT which specifies, among other things, YOUR Coverage, the CONTRACT PERIOD, the Covered Equipment.

YOU, YOUR(S)

City of Goleta – Council Chambers

ELECTRONIC OR MECHANICAL FAILURE AND BREAKDOWN

Means the inability of a properly maintained and operated piece of COVERED EQUIPMENT to perform the function(s) for which it was designed, due solely to defects in material or faulty workmanship. Without limitation, Electronic or Mechanical Breakdown and Failure does not include damage due to negligence, caused by accident, or the gradual reduction in performance due to wear and tear.

CONTRACT PERIOD

Means the period which begins on the date shown on page one of this agreement, or the receipt by us of an acceptable payment guarantee and ends on the expiration of the time limitation as set forth in this CONTRACT.

WE, US, OUR(S)

Means Western Audio Visual

This CONTRACT is not a manufacturer's warranty or an extension of a manufacturer's warranty. This Service CONTRACT may provide duplicate coverage while manufacturer's warranties are in force. This CONTRACT is not an express, implied or general warranty and is not a condition of the purchase of the COVERED EQUIPMENT.

Covered Equipment

Council Chambers

Quantity	Manufacturer	Model	Description
Display System			
1	Planar	URX100	100" Ultra HD Resolution (3840 x 2160) LCD Display
1	Chief	XTM1U	X-Large Fusion Micro-Adjustable Tilt Wall Mount
1	DWI	Custom	Custom Cladding for Display (Top and Bottom)
1			Existing Side Display & Mount

Signal Distribution and Switching System			
1	Crestron	DMPS3-4K-150-C	3-Series® 4K DigitalMedia™ Presentation System 150
2	Crestron	DM-TX-4KZ-100-C-1G-B-T	DigitalMedia 8G+® 4K60 4:4:4 HDR Wall Plate Transmitter, BLACK (Doc Cam and Staff PC)
1	Crestron	DM-RMC-4KZ-SCALER-C	DigitalMedia 8G+® 4K60 4:4:4 HDR Receiver and Room Controller with Scaler (Display)
1	Crestron	HD-DA2-4KZ-E	1:2 HDMI® Distribution Amplifier w/4K60 4:4:4 & HDR Support (Side Display & Presentation Feed)
2	Crestron	HD-TXC-101-C-E	DM Lite® Transmitter for HDMI®, IR, and RS-232 Signal Extension over CATx Cable
2	Crestron	HD-RXC-101-C-E	DM Lite – HDMI® over CATx Receiver w/IR & RS-232, Surface Mount

SOURCES:

Existing Ceiling Mounted Document Camera

Staff PC (HDMI Only)

1	Barco	CSE-200	Wireless Presentation Gateway
Control System			
1	Crestron	TS-1542-TILT-B-S	15.6 in. HD Touch Screen, Tabletop Tilt, Black Smooth
1	Luxul	XMS-2624P	26 Port/24 PoE+ Gigabit Managed Switch

Audio System			
1	Biamp	TesiraFORTÉ AVB VT	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface
1	Biamp	TesiraFORTÉ AVB CI	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, and AEC technology (all 12 inputs)
2	Biamp	Tesira EX-LOGIC	PoE controller with 16 logic GPIO

Existing Microphones, Amplifiers and Speakers to be Tested and Reused

Broadcast System			
4	Panasonic	AW-HE42WP	HD Pan/Tilt/Zoom Camera w/ SDI Output (White Version)
4	Vaddio	535-2000-226W	Wall Mount Bracket
1	Panasonic	AW-RP60	Remote Camera Controller
1	Blackmagic Design	SWATEMPSW1ME4K	ATEM 1 M/E Production Studio 4K
1	Blackmagic Design	SWPANELADV1ME	ATEM 1 M/E Advanced Panel
1	Blackmagic Design	VHUBSMTCS6G1212	Smart Videohub CleanSwitch 12 x 12 6G-SDI
1	Blackmagic Design	HYPERD/STM	HyperDeck Studio Mini
1	Blackmagic Design	CONVCMIC/SH/WPSU	Mini Converter SDI to HDMI 6G (Overflow Conference Room)
1	Blackmagic Design	CONVNTRM/YA/RSH	Blackmagic Design Teranex Mini Rack Shelf
2	Blackmagic Design	CONVMUDCSTD/HD	Mini Converter UpDownCross HD
1	AJA	DRM	Rackmount Frame
1	AJA	DRM Front Panel	Front Panel cover for the DRM Frame
1	AJA	3GDA	1x6 3G/HD/SD Reclocking Distribution Amplifier
1	AJA	GEN10	HD/SD Sync Generator
1	AJA	HD10MD4	Digital Down-Converter
1	AJA	3G-AMA	3G-SDI Analog Audio Embed/Disembed

1	Kramer	VM-80VN	1:8 Composite Video Distribution Amplifier
1	Kramer	VM-50AN	1:5 Balanced & Unbalanced Stereo Audio Distribution Amplifier
1	Kramer	RK-1	Rack Kit for VM-80VN and VM-50AN
2	SanDisk	SDSDXP-512G-A46	512GB Extreme PRO UHS-I SDXC Memory Card
1	Feelworld	D71-H	Dual 7" 3 RU Rackmount HDMI LCD Monitor
1	Tightrope Media Systems	CBL-VIOLITE-600	2 channel configurable 1x1 or 0x2 SD/HD SDI encode/decode, multi-format server with 8TB of storage in a 1 RU chassis. Selectable SD or HD SDI with embedded audio. Pulls in RTP, RTMP and HLS streams. Includes Cablecast Automation, Video and CG server Software. Cablecast CG Player Software is optional. Includes graphics, crawl, bug, bug text on output. 3 year hardware warranty and 2 hours of installation support and training within first year.
1	Tightrope Media Systems	CBL-CGPLAYER-LIC	Cablecast CG bulletin board software for installation in Cablecast VIO video servers. All bulletin board features and native integration with the Cablecast schedule for display of "Airs Again On", "Coming up Next" and Cablecast schedule bulletins, updated dynamically throughout the day. Includes 1 hour of remote installation support
1	Compix	ConverG1 HD	Single Channel HD Standalone Broadcast Graphics System
1	LG	32MU59-B	32" UHD LED Display (MultiView)
1	Fostex	RM-3	Rackmount 20W Speaker System
2	Viewsonic	VX2252MH	22" LED LCD Monitor - 2 ms (Engineering PC)
3	Middle Atlantic	RM-LCD-PNLK	LCD Rackmount, 3RU
1	Samsung	QB55R	55" Commercial UHD LED Display (Overflow Conference Room)

1	Chief	LTA1U	Large Fusion Tilt Wall Mount
1	Chief	FHB5147	Universal Flat Panel Mount Hardware kit

Alternate Voting System

Quantity	Manufacturer	Model	Description
			Control System
7	Crestron	TS-770-B-S	7 in. Tabletop Touch Screen, BLACK
1	Crestron	DGE-100	Digital Graphics Engine 100

ACCEPTED BY:

ACCEPTED FOR Western Audio Visual

Signature: _____

Signature: _____

Title: _____

Title: (Kevin Mahkorn) Service Manager

Date: _____

Date: _____



City of Goleta
Council Chamber ALT Mic Rework

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com
Revision 4/16/2024

Council Chamber
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
Audio System						
8		Shure	MX418D/C	Existing: "ALT" Desktop Microphones		EXISTING
1		Whirlwind	W1CF	W1 39 pin chassis mount Female	\$ 244.00	\$ 244.00
1		Whirlwind	W1IM	39-pin Inline Male Connector	\$ 396.00	\$ 396.00
1		Panel Crafters		Double Gang Custom Plate w/W1 Cutout, BLACK	\$ 63.00	\$ 63.00
Council Chamber Equipment Sub-Total:						\$ 703.00
Miscellaneous Materials						
Cable & Connectors						\$ 352.00
Installation Hardware & Accessories						\$ 71.00
Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)						\$ -
Miscellaneous Materials Sub-Total:						\$ 423.00
Integration Labor						
Engineering & Drafting						\$ 634.00
Control Programming						\$ -
Project Management						\$ 284.00
Staging & Assembly						\$ 1,125.00
Installation & Testing						\$ 2,550.00
Training, Closing, & Commissioning						\$ -
Travel						\$ -
Sub-Contract						\$ -
G & A						\$ 20.00
Integration Labor Sub-Total:						\$ 4,613.00
Extended Warranty & Maintenance Agreement						
					Years	Price
Extended Service Plan					0	\$ -
Service Sub-Total:						\$ -
Council Chamber Totals						
Total Equipment					\$	1,126.00
Total Labor					\$	4,613.00
Equipment and Labor Subtotal					\$	5,739.00
Total Shipping					\$	30.00
Additional Shipping for Overnight or Large Items					\$	-
Subtotal					\$	5,769.00
Sales Tax					7.75%	\$ 89.59
Electronic Waste Fee 4" - 14" (\$4.00)					QTY: 0	\$ -
Electronic Waste Fee 15" - 34" (\$5.00)					QTY: 0	\$ -
Electronic Waste Fee 35" and Greater (\$6.00)					QTY: 0	\$ -
Electronic Waste Fee Total					\$	-
Total Service Agreement					\$	-
Bond (if required)					\$	-
Total:						\$ 5,858.59



City of Goleta
Council Chamber ALT Mic Rework

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com
Revision 4/16/2024

ALT1 - Adding ALT Mics
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
Audio System						
	2	Shure	MX418D/C	Desktop-Mounted 18" Cardioid Gooseneck Microphone with Preamp	\$ 299.00	\$ 598.00
	1	Biamp	Tesira EX-AEC	4 channel mic/line input expander with AEC and PoE+	\$ 1,375.00	\$ 1,375.00
	1	Biamp	TesiraCONNECT TC-5D	5-port expansion device with AVB to Dante Bridging	\$ 1,239.00	\$ 1,239.00
ALT1 - Adding ALT Mics Equipment Sub-Total:						\$ 3,212.00

Miscellaneous Materials

Cable & Connectors	\$	161.00
Installation Hardware & Accessories	\$	129.00
Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	\$	97.00
Miscellaneous Materials Sub-Total		\$ 387.00

Integration Labor

Engineering & Drafting	\$	-
Control Programming	\$	3,200.00
Project Management	\$	-
Staging & Assembly	\$	125.00
Installation & Testing	\$	2,834.00
Training, Closing, & Commissioning	\$	567.00
Travel	\$	-
Sub-Contract	\$	-
G & A	\$	60.00
Integration Labor Sub-Total		\$ 6,786.00

Extended Warranty & Maintenance Agreement

	Years	Price
Extended Service Plan	0	\$ -
Service Sub-Total		\$ -

ALT1 - Adding ALT Mics Totals

Total Equipment	\$	3,599.00
Total Labor	\$	6,786.00
Equipment and Labor Subtotal	\$	10,385.00
Total Shipping	\$	95.00
Additional Shipping for Overnight or Large Items	\$	-
Subtotal	\$	10,480.00
Sales Tax	7.75%	\$ 286.29
Electronic Waste Fee 4" - 14" (\$4.00)	QTY: 0	\$ -
Electronic Waste Fee 15" - 34" (\$5.00)	QTY: 0	\$ -
Electronic Waste Fee 35" and Greater (\$6.00)	QTY: 0	\$ -
Electronic Waste Fee Total	\$	-
Total Service Agreement	\$	-
Bond (if required)	\$	-
Total		\$ 10,766.29



Client City of Goleta
Project Name Council Chamber ALT Mic Rework

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com
Date 4/16/2024

Project Contact
Contact Deborah Lopez
Address 130 Cremona Drive, Suite B
City, State, Zip Goleta, CA 93117
Phone 805-961-7505
Mobile
Email dlopez@cityofgoleta.org

Audio Visual Investment Summary

Room	Room Qty	Equipment	Shipping	Sales Tax	eWaste	Labor	Maintenance	Bond	Cost Per Room	TOTAL
Council Chamber	1	\$ 1,126.00	\$ 30.00	\$ 89.59	\$ -	\$ 4,613.00	\$ -	\$ -	\$ 5,858.59	\$ 5,858.59
Base Project Total										\$ 5,858.59

ALTERNATE OPTIONS (Not included in project total)		
	QTY	Alternate Pricing
ALT1 - Adding ALT Mic	1	\$ 10,766.29

PROJECT TOTAL: \$5,858.59

NOTES:
 This proposal includes prevailing wage rates.

Billing Terms:
100% Equipment Upon Order, Progress Billing for Labor

Client Authorized Signature _____ Printed Name & Title _____ Date _____

This quote is valid for 30 days. The sales tax is subject to change—in the event of an increase, the client agrees to pay the current sales tax rate. This proposal is not to be copied, reproduced or forward to any third party as its contents are the property of Western Audio Visual.

Billing Inquiries:
 Western Audio Visual | 1592 North Batavia Street, Suite 2, Orange, CA 92867 | P 714 637 7272



City of Goleta
Council Chamber Emergency DSP

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com
Revision 4/16/2024

Council Chamber
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
				Audio System		
	1	Biamp	TesiraFORTÉ AVB VT	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface	\$ 3,025.00	\$ 3,025.00
Council Chamber Equipment Sub-Total:					\$	3,025.00
Miscellaneous Materials						
				Cable & Connectors	\$	-
				Installation Hardware & Accessories	\$	-
				Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	\$	31.00
Miscellaneous Materials Sub-Total:					\$	31.00
Integration Labor						
				Engineering & Drafting	\$	-
				Control Programming	\$	-
				Project Management	\$	-
				Staging & Assembly	\$	125.00
				Installation & Testing	\$	1,266.00
				Training, Closing, & Commissioning	\$	-
				Travel	\$	-
				Sub-Contract	\$	-
				G & A	\$	52.00
Integration Labor Sub-Total:					\$	1,443.00
Extended Warranty & Maintenance Agreement						
					Years	Price
				Extended Service Plan	0	\$ -
Service Sub-Total:					\$	-
Council Chamber Totals						
				Total Equipment	\$	3,056.00
				Total Labor	\$	1,443.00
				Equipment and Labor Subtotal	\$	4,499.00
				Total Shipping	\$	81.00
				Additional Shipping for Overnight or Large Items	\$	-
				Subtotal	\$	4,580.00
				Sales Tax	7.75%	\$ 243.12
				Electronic Waste Fee 4" - 14" (\$4.00)	QTY: 0	\$ -
				Electronic Waste Fee 15" - 34" (\$5.00)	QTY: 0	\$ -
				Electronic Waste Fee 35" and Greater (\$6.00)	QTY: 0	\$ -
				Electronic Waste Fee Total	\$	-
				Total Service Agreement	\$	-
				Bond (if required)	\$	-
Total:					\$	4,823.12



Client City of Goleta
Project Name Council Chamber Emergency DSP

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com
Date 4/16/2024

Project Contact

Contact Deborah Lopez
Address 130 Cremona Drive, Suite B
City, State, Zip Goleta, CA 93117
Phone 805-961-7505
Mobile
Email dlopez@cityofgoleta.org

Audio Visual Investment Summary

Room	Room Qty	Equipment	Shipping	Sales Tax	eWaste	Labor	Maintenance	Bond	Cost Per Room	TOTAL
Council Chamber	1	\$ 3,056.00	\$ 81.00	\$ 243.12	\$ -	\$ 1,443.00	\$ -	\$ -	\$ 4,823.12	\$ 4,823.12
Base Project Total										\$ 4,823.12



PROJECT TOTAL: \$4,823.12

NOTES:

This proposal includes prevailing wage rates.

Billing Terms:

100% Equipment Upon Order, Progress Billing for Labor

Client Authorized Signature _____ Printed Name & Title _____ Date _____

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Billing Inquiries:
 Western Audio Visual | 1592 North Batavia Street, Suite 2, Orange, CA 92867 | P 714 637 7272



City of Goleta
Council Chamber Shure Desktop Mics

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com
Revision 4/16/2024

Council Chamber
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
Audio System						
	8	Shure	MX418D/C	Desktop-Mounted 18" Cardioid Gooseneck Microphone with Preamp	\$ 299.00	\$ 2,392.00
	8	Panel Crafters		Single gange custom plate with 3P-XLRF	\$ 63.00	\$ 504.00
Council Chamber Equipment Sub-Total:						\$ 2,896.00
Miscellaneous Materials						
Cable & Connectors						\$ 145.00
Installation Hardware & Accessories						\$ 87.00
Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)						\$ -
Miscellaneous Materials Sub-Total						\$ 232.00
Integration Labor						
Engineering & Drafting						\$ 317.00
Control Programming						\$ -
Project Management						\$ -
Staging & Assembly						\$ 125.00
Installation & Testing						\$ 1,970.00
Training, Closing, & Commissioning						\$ -
Travel						\$ -
Sub-Contract						\$ -
G & A						\$ 54.00
Integration Labor Sub-Total						\$ 2,466.00
Extended Warranty & Maintenance Agreement						
					Years	Price
Extended Service Plan					0	\$ -
Service Sub-Total					\$ -	
Council Chamber Totals						
Total Equipment					\$	3,128.00
Total Labor					\$	2,466.00
Equipment and Labor Subtotal					\$	5,594.00
Total Shipping					\$	83.00
Additional Shipping for Overnight or Large Items					\$	-
Subtotal					\$	5,677.00
Sales Tax					7.75%	\$ 248.85
Electronic Waste Fee 4" - 14" (\$4.00)					QTY: 0	\$ -
Electronic Waste Fee 15" - 34" (\$5.00)					QTY: 0	\$ -
Electronic Waste Fee 35" and Greater (\$6.00)					QTY: 0	\$ -
Electronic Waste Fee Total					\$	-
Total Service Agreement					\$	-
Bond (if required)					\$	-
Total						\$ 5,925.85



Client City of Goleta		Project Name Council Chamber Shure Desktop Mics	
Representative Hailey Schellin		Project Contact	
Mobile 949.584.7028		Contact Deborah Lopez	
Office 714.637.7557		Address 130 Cremona Drive, Suite B	
Email HaileyS@wav1.com		City, State, Zip Goleta, CA 93117	
Date 4/16/2024		Phone 805-961-7505	
		Mobile	
		Email dlopez@cityofgoleta.org	

Audio Visual Investment Summary

Room	Room Qty	Equipment	Shipping	Sales Tax	eWaste	Labor	Maintenance	Bond	Cost Per Room	TOTAL
Council Chamber	1	\$ 3,128.00	\$ 83.00	\$ 248.85	\$ -	\$ 2,466.00	\$ -	\$ -	\$ 5,925.85	\$ 5,925.85
Base Project Total										\$ 5,925.85

PROJECT TOTAL: \$5,925.85

NOTES:

This proposal includes prevailing wage rates.

Billing Terms:

100% Equipment Upon Order, Progress Billing for Labor

Client Authorized Signature _____ Printed Name & Title _____ Date _____

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Billing Inquiries:
 Western Audio Visual | 1592 North Batavia Street, Suite 2, Orange, CA 92867 | P 714 637 7272

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4786.1 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS (Scheduled)

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 92-GY-D812-0

Named Insured:

WESTERN A/V INC

Name And Address Of Additional Insured Person Or Organization:

City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by:
 - a. **Ongoing Operations**
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for that additional insured; or
 - b. **Products – Completed Operations**
“Your work” performed for that additional insured and included in the “products-completed operations hazard”.
However, Paragraph 1. above is subject to the following:
 - a. The insurance afforded to the additional insured only applies to the extent permitted by law;
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance provided to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
 - c. If the contract or agreement between you and the additional insured is governed by California Civil Code Section 2782 or 2782.05, the insurance provided to the additional insured is the lesser of that which:
 - (1) Is allowed for the satisfaction of a defense or indemnity obligation by California Civil Code Section 2782 or 2782.05 for your sole liability; or
 - (2) You are required by contract or agreement to provide for such additional insured.
- We have no duty to defend or indemnify the additional insured under this endorsement until a claim or “suit” is tendered to us.

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

3. With respect to the insurance afforded to the additional insured, the following is added to **SECTION II — LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured will be the lesser of the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

4. With respect to the insurance afforded to the additional insured, the following is added to Paragraph 3. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION II — GENERAL CONDITIONS:**

The additional insured must:

- a. See to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense;

- b. Tender the defense and indemnity of any claim or "suit" to us and to all other insurers who may have insurance potentially available to the additional insured; and
 - c. Agree to make available any other insurance the additional insured has for defense or damages for which we would provide coverage under **SECTION II — LIABILITY.**
5. With respect to the insurance afforded the additional insured, the following replaces **SECTION II — LIABILITY** of Paragraph 7. **Other Insurance of SECTION I AND SECTION II — COMMON POLICY CONDITIONS:**
- a. This insurance is primary to and will not seek contribution from any other insurance available to the additional insured, provided that the additional insured is a named insured under such other insurance.
 - b. Regardless of any agreement between you and the additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CMP-4787 WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 92-GY-D812-0

Named Insured:

WESTERN A/V INC

Name And Address Of Person Or Organization:

City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

The following is added to Paragraph **10.b.** of **SECTION I AND SECTION II — COMMON POLICY CONDITIONS:**

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under contract with that person or organization and included in the "products-completed operations hazard".

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.

