

**SECOND AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH AND MACKAY METERS, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Second Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and MacKay Meters, Inc., a Florida corporation (hereinafter "MacKay" or "Contractor").

WHEREAS, on April 21, 2020, the parties originally entered into the Agreement for Project Services between the City and Contractor (the "Agreement");

WHEREAS, on November 16, 2021, the parties entered into the First Amendment to the Agreement (the "First Amendment") to extend the term to November 15, 2023, and increase the Contractor's total compensation limit by \$716,000;

WHEREAS, on October 10, 2023, the City and Contractor mutually agreed to extend the term of the Agreement through November 14, 2025, with the terms allowing for three (3), two-year extensions by written agreement of both parties;

WHEREAS, the City desires to purchase additional products, reflecting the inclusion of new mkBeacon meters and associated services as quoted on May 1, 2024;

WHEREAS, the parties desire to incorporate the new pricing quotation dated May 1, 2024, into the Agreement;

WHEREAS, the parties wish to ratify and confirm the extension of the Agreement through November 14, 2025; and

WHEREAS, the parties desire to amend the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to the following amendments and ratifications to the Agreement:

1. **SCOPE OF SERVICES.** Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1" to include the purchase of additional mkBeacon Single Space and Double Space coin/credit meters with lower vaults and coin cans. Exhibit "A-1" is attached hereto and incorporated by reference.
2. **TERM AND TIME OF COMPLETION.** Exhibits "B" to "B-1" of the Agreement are hereby affirmed and confirmed to extend the term of the Agreement through November 14, 2025, pursuant to the mutual agreement of the parties as reflected in the correspondence dated October 10, 2023. Exhibits "B" to "B-1" are further amended to allow for automatic two-year extensions from the expiration date, unless the Chief of Police or their designee provides written notice expressing non-renewal of the Agreement at least fifteen (15) days prior to the expiration date of the current term, with the total term not to exceed November 30, 2029. Exhibit "B-2" is attached hereto and incorporated by reference. Contractor shall commence and complete all services described in Exhibit "A" in accordance with the schedule set forth in Exhibits "B" to "B-2".

3. **COMPENSATION.** Compensation. Exhibits "C" to "C-1" of the Agreement are hereby amended to add Exhibit "C-2", increasing the Contractor's compensation limit by \$86,720.75, setting a new limit of \$1,106,400.93. Exhibit "C-2" is attached hereto and incorporated by reference.
4. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, and this Second Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreements with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

[SIGNATURES ON NEXT PAGE]

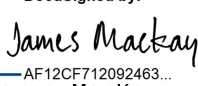
IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 23rd day of July, 2024.

CITY OF REDONDO BEACH
a chartered municipal corporation

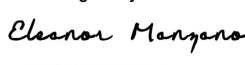
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James A. Light, Mayor

MACKAY METERS, INC.,
a Florida corporation

DocuSigned by:

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By: James Mackay
Name: James Mackay
Title: V.P. Sales

ATTEST:

DocuSigned by:

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Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:

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Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

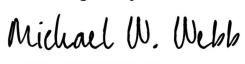
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Michael W. Webb, City Attorney

EXHIBIT "A-2"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONTRACTOR'S DUTIES

Contractor shall provide the following equipment and related services.

A. EQUIPMENT

1. 13 units of mkBeacon Single Space coin/credit c/w lower vault & coin can (Part # 22MM0000100)
2. 99 units of mkBeacon Double Space coin/credit c/w lower vault & coin can (Part # 22MM0000200).
3. 12 pack batteries to be replaced with standard 6 pack at no additional cost.

B. SERVICES

1. Gateway Hosting Notification Services for 13 single space meters.
2. Gateway Hosting Notification Services for 99 double space meters.

EXHIBIT “B-2”

TERM AND TIME OF COMPLETION

TERM. The term of this Agreement is hereby affirmed and confirmed to extend through November 14, 2025 (“Term”). The Agreement shall be extended for two automatic two-year extensions from the commencement date, unless the Chief of Police or their designee provides written notice expressing non-renewal of the Agreement at least fifteen (15) days prior to the expiration date of the current term, with the total term not to exceed November 30, 2029.

EXHIBIT "C-2"

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

- A. **AMOUNT.** Contractor shall be paid the additional amount of \$86,720.75 in accordance with the attached quote. However, in no event shall the total amount paid to the Contractor under the Agreement, including any amendments, exceed \$1,106,400.93.
- B. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices indicating the date of delivery, delivery locations, products, and quantity delivered, unit price, subtotal amount, and the total amount during the prior month to the City for approval and payment. Invoices must also be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
- C. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within thirty (30) days of receipt of the monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction.
- D. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor. MacKay Meters, Inc.
 1342 Abercrombie Road
 New Glasgow, Nova Scotia B2H 5E3 Canada
 Attention: James MacKay
 Email: james.mackay@mackaymeter.com

City. City of Redondo Beach
 401 Diamond Street
 Redondo Beach, CA 90277
 Attention: Nicole Merrill, MSO Supervisor
 Email: nicole.merrill@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.



CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.
This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS			2. INSURED'S FULL NAME AND MAILING ADDRESS		
City of Redondo Beach			MacKay Meters Inc.		
Purchasing			P.O. Box 338		
415 Diamond Street					
Redondo Beach	CA	POSTAL CODE 90277	New Glasgow	NS	POSTAL CODE B2H 5E3

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

Confirmation of Insurance - Single and Dual Space Parking Meters

The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor.

The certificate holder is added as an additional insured to the Commercial General Liability Coverage Policy, but only with respect to liability arising out of operations carried out by or on behalf of the Named Insured, excluding any automobile liability.

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS


TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> CROSS LIABILITY <input type="checkbox"/> WAIVER OF SUBROGATION <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION <input type="checkbox"/> <input type="checkbox"/>	Chubb Insurance Company of Canada 35814085	2024/06/30	2025/06/30	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE		5,000,000
				- EACH OCCURRENCE		1,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		1,000,000
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		1,000,000
				MEDICAL PAYMENTS		10,000
				TENANTS LEGAL LIABILITY		1,000,000
				POLLUTION LIABILITY EXTENSION		
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES	Chubb Insurance Company of Canada 35814085	2024/06/30	2025/06/30	NON-OWNED AUTOMOBILES HIRED AUTOMOBILES		1,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>	Chubb Insurance Company of Canada (23)79841661	2024/06/30	2025/06/30	EACH OCCURRENCE		4,000,000
				AGGREGATE		4,000,000
OTHER LIABILITY (SPECIFY) <input type="checkbox"/> <input type="checkbox"/>						

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS			7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial General Liability- but only with respect to the operations of the Named Insured)		
Arthur J. Gallagher Canada Limited			City of Redondo Beach		
227 Main Street			Purchasing		
Antigonish	NS	POSTAL CODE B2G 2M5	415 Diamond Street		
BROKER CLIENT ID:			Redondo Beach	CA	POSTAL CODE 90277

8. CERTIFICATE AUTHORIZATION

ISSUER Arthur J. Gallagher Canada Limited	CONTACT NUMBER(S) TYPE Phone NO. 902-863-3210 TYPE NO. TYPE Fax NO. 902-863-1336 TYPE NO.				
AUTHORIZED REPRESENTATIVE Peter Fraser, BBA, CAIB					
SIGNATURE OF AUTHORIZED REPRESENTATIVE 	DATE 2024/07/04		EMAIL ADDRESS Lindsay_Hirtle@ajg.com		