

**FIRST AMENDMENT TO THE AGREEMENT
FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND CASHEL CORPORATION DBA INTEGRATED MEDIA SYSTEMS**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES (“First Amendment”) is made between the City of Redondo Beach, a chartered municipal corporation (“City”) and Cashel corporation, a California corporation dba Integrated Media Systems.

WHEREAS, on March 4, 2025, the parties hereto entered into the Agreement for Project Services between the City and Contractor (the “Agreement”); and

WHEREAS, the parties hereto 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 make the following amendment(s) to the Agreement:

1. **SCOPE OF SERVICES.** Exhibit “A” of the Agreement is hereby amended to add Exhibit “A-1”, which sets forth additional services, including upgrades to the City Council Chamber broadcast system. Exhibit “A-1” is attached hereto and incorporated by reference. Contractor shall commence and complete all services described in Exhibit “A”, as amended by Exhibit “A-1”.
2. **COMPENSATION.** Exhibit “C” of the Agreement is hereby amended to add Exhibit “C-1”, which raises the rates for time, materials and expenses, and adds compensation for the services described in Exhibit “A-1”, setting a new compensation limit of \$192,438.50. Exhibit “C-1” is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit “A”, as amended by Exhibit “A-1”.
3. **AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS.** Exhibit “E” shall be added to the Agreement, as amended, which sets forth that Contractor agrees to comply with all applicable California Labor Law Requirements. Exhibit “E” 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 and this First 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 and this First Amendment, the terms of this First Amendment shall govern.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 2nd day of June, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

CASHEL CORPORATION, a California
corporation dba Integrated Media Systems

James A. Light, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "A-1"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

I. PROJECT OVERVIEW

The City is upgrading the City Council Chamber broadcast system to replace and upgrade the existing bulletin board PEG distribution and outbound streaming systems (hereinafter referred to as the "Project"). This Project shall include replacement of outdated equipment, integration of new components with the existing system, and implementation of improved broadcast, routing, and streaming functionality.

II. DEFINITIONS. For purposes of this Exhibit "A-1":

"New Equipment" shall mean the equipment identified in Attachment B – Equipment Detail, including associated cabling, connector, and installation materials.

"Existing Equipment" shall mean the City's current audiovisual broadcast, streaming, routing, and related systems and components in place prior to the Project, including equipment to be removed, reused, or integrated as part of this Project.

III. CONTRACTOR'S DUTIES

A. Contractor shall provide audiovisual system design, engineering, procurement, installation, integration, testing, and related services necessary to complete the Project. As part of the Project, Contractor shall:

1. Replace the existing bulletin board system.
2. Replace the existing streaming system.
3. Integrate the existing closed captioning encoder into a new routing system.
4. Install the New Equipment, modify existing infrastructure to integrate the New Equipment with the Existing Equipment, and perform full system testing and commissioning.
5. Coordinate its work with the City and with other parties involved in the Project, including software providers, network consultants, and City staff.

B. Contractor shall:

1. Provide project management and assign a Project Manager and Engineer to oversee the work.
2. Procure and track the New Equipment.
3. Perform system engineering, configuration, programming, and pre-installation testing.
4. Conduct pre-installation staging of the New Equipment.
5. Remove existing bulletin board, streaming, SDI distribution, and KVM equipment.
6. Install the New Equipment in racks and operator console locations.
7. Modify and integrate system wiring, infrastructure, and control components to connect the New Equipment.

8. Install and configure a new bulletin board system for PEG distribution.
9. Install and configure a new streaming system capable of dual-channel streaming.
10. Integrate the City's existing closed captioning encoder into the upgraded system.
11. Install and configure an SDI routing system for distribution to broadcast, recording, and streaming outputs.
12. Install and configure a KVM system for operator control.
13. Perform system testing, adjustment, and operational verification.
14. Coordinate with City personnel and third-party providers during implementation.
15. Provide training to City staff.
16. Update system documentation.
17. Perform all work in accordance with applicable federal, state, and local laws, regulations, and codes.
18. Provide qualified and experienced personnel to perform all the work described herein.
19. Install and configure systems in accordance with industry standards and manufacturer requirements.
20. Deliver a fully operational and tested system upon completion.
21. Coordinate work to maintain compatibility with existing City systems
22. Coordinate with the City throughout the Project and provide updates as requested by the City regarding progress, schedule, and any issues affecting the work.

C. Deliverables

Contractor shall provide the following deliverables:

1. Fully installed and operational broadcast cablecast and streaming system;
2. Integrated bulletin board and streaming functionality;
3. Operational routing and control systems;
4. As-built drawings, including wire flow diagrams;
5. Completed system testing and verification; and
6. Training for City personnel.

IV. CITY'S DUTIES

City will:

- A. Provide access to the site and work areas.
- B. Prepare site readiness for installation.
- C. Provide necessary infrastructure and utilities.
- D. Coordinate City personnel and third-party services.

V. ATTACHMENTS

The following attachments are incorporated into and made part of this Exhibit "A-1".

- A. "Attachment A – Work Conditions". In the event of a conflict between this Exhibit "A-1" and Attachment A, the terms of Exhibit "A-1" shall control.

- B. Attachment B – Equipment Detail.

ATTACHMENT A – WORK CONDITIONS

Audiovisual systems are comprised of sensitive electronic components that require appropriate site conditions for proper installation and operation. The following conditions are expected to be substantially complete, as applicable to the Project, prior to installation of system components:

- Interior construction in areas where the New Equipment will be installed.
- Completion of major wet work (e.g., painting, masonry, concrete).
- Availability of electrical power at designated New Equipment locations.
- Installation of conduit or pathways for cabling, where applicable.
- Completion of structural elements required to support the installed New Equipment.
- Installation of doors, windows, and related finishes in work areas.
- Completion of wall and ceiling finishes in the New Equipment locations.
- Installation of flooring in areas where the New Equipment will be placed.
- Installation of millwork, where applicable.
- Installation of lighting systems in equipment and control areas.

The City shall make reasonable efforts to provide a safe and suitable work environment and to coordinate completion of related work necessary to support installation of the audiovisual systems.

Contractor shall coordinate with the City regarding site readiness and shall make reasonable efforts to accommodate field conditions. If site conditions are not ready for installation, the Contractor shall notify the City and the parties shall coordinate to adjust the installation schedule as necessary.

A representative of the Contractor may inspect the site prior to installation to confirm readiness.

ATTACHMENT B – EQUIPMENT DETAIL

Cablecast and Streaming Upgrade

Qty	Manufacturer	Part No.	Description	Unit Price	Extended Price
1	Cablecast	CBL-VIOLITE-800	2 channel configurable 1x1 SD/HD SDI encode/decode, multi-format server, 8TB storage	\$9,990.00	\$9,990.00
1	Cablecast	CBLCGPLAYER-LIC	CG bulletin board software for installation in Cablecast VIO video servers	\$1,550.00	\$1,550.00
2	Cablecast	CBL-SVC-PHHRLY	One hour of scheduled online training, installation assistance, guidance, or targeted help in utilizing Cablecast decode, multi-format server, 8TB storage	\$100.00	\$200.00
1	StarTech	VGA2HDU	VGA-HDMI Converter	\$67.00	\$67.00
1	AJA	HELO-PLUS-RO	Streaming Encoder, 2-Channel	\$1,945.00	\$1,945.00
1	AJA	KUMO-1616-R2	16 x 16 HD-SDI Router	\$2,635.00	\$2,635.00
1	AJA	KUMO-CP-R0	Control Panel	\$915.00	\$915.00
1	AJA	Hi5-Plus	HD-SDI-HDMI Converter	\$525.00	\$525.00
1	ATEN	CS1798	KVM Switch, 8 Port	\$526.00	\$526.00
3	ATEN	VE803	HDMI/USB Cat 5 Extender	\$137.00	\$411.00
1	IMS	MISC	Miscellaneous Cable, Connectors and Installation Materials	\$800.00	\$800.00

EXHIBIT "C-1"

COMPENSATION

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

- I. **AMOUNT.** For the services and equipment described in Exhibit "A-1", Contractor shall be paid in accordance with the table set forth below:

DESCRIPTION	AMOUNT
EQUIPMENT TO BE PURCHASED UNDER THIS PROPOSAL Detailed equipment information and pricing may be found in Attachment B.	\$ 19,564.00
PROFESSIONAL SERVICES COSTS <u>Pre-Installation</u> Detailed engineering, off-site project management, final system design drawings, CAD, programming, administration and pre-install equipment testing. <u>Installation</u> Project management on-site, all on-site work (except where specifically excluded) to install, connect and test including as-built drawings and training.	\$ 32,249.00
APPLICABLE TAXES (Sales Tax @ 9.75%)	\$ 1,907.49
FREIGHT	\$ 540.00
GRAND TOTAL	\$ 54,260.49

- II. **FEES OUTSIDE PREVENTATIVE MAINTENANCE.** Additional fees shall only apply to professional services time, materials and expenses required to diagnose, repair or replace defective equipment or systems if such services fall outside the scope of the Agreement, as amended. Any such additional work will be billed on a Time and Materials basis as set forth below.

Staff	Hourly Rate
Consultant, Principal	\$250.00
Engineer	\$185.00
Project Manager	\$135.00
Technician	\$125.00
Drafting	\$185.00
Administration	\$75.00
Travel (travel time per person)	At above rate
Expenses	At Cost plus 15%

If repairs are requested after normal business hours (Monday through Friday, 8:30 a.m. to 5:00 p.m. PST) or Weekends (Saturday through Sunday), those repairs will be billed in accordance with the hourly rate schedule set forth below.

Description	Hourly Rate
After Hours Support – Mon-Fri	1.5X above rates
Weekend Support – Sat & Sun	2X above rates

III. **REIMBURSABLE EXPENSES.** In addition to the above fees, Contractor shall be reimbursed for reasonable and necessary out-of-pocket expenses incurred in connection with the performance of services under Exhibit “A-1”. Out-of-pocket expenses are subject to the following conditions:

- A. Approval for Expenses Over \$500: Contractor shall obtain prior written approval from the City for any out-of-pocket expense exceeding \$500. The City reserves the right to withhold reimbursement for any expense deemed unreasonable, unnecessary, or not properly substantiated.
- B. Approval for Expense Cap: The maximum reimbursement for out-of-pocket expenses shall not exceed \$2,146.51.
- C. Documentation: Contractor shall submit receipts and documentation for all reimbursable expenses as part of the invoice.
- D. Types of Reimbursable Expenses. Reimbursable expenses shall include:
 1. Reproductions, postage, and handling of drawings, schedules, technical specifications, and other documents, and freight charges;
 2. Photographs used in connection with the Project; and
 3. Renderings, presentation supplies, models, mock-ups, demonstration equipment, or samples requested by the City.

All reimbursable expenses shall be billed at cost plus fifteen percent (15%).

IV. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to Contractor under the Agreement as amended, including equipment, professional services, reimbursable expenses, and any additional services authorized by the City under Exhibit “A” of the Agreement and Exhibit “A-1”, exceed \$192,438.50 during the term of this Agreement and any amendments hereto.

V. **METHOD OF PAYMENT.** Contractor shall submit monthly invoices for services performed and equipment provided that each invoice shall indicate the dates of service, description of services performed, staff title, hourly rate (if applicable), number of hours worked, description of equipment or materials provided, quantity, unit cost, and total amount. Invoices shall be itemized, adequately detailed, and based on accurate records, and shall include supporting documentation for reimbursable expenses.

For services that are only partially completed within a month (or billing period), the City will make prorated payments based on the percentage of completion, as reasonably determined by the City in consultation with the Contractor. The percentage of completion is calculated as the value of satisfactorily completed work (measured by deliverables, progress reports, or other agreed upon metrics) divided by the total value

of the task. Contractor must provide supporting documentation, which may include time logs, progress updates, or partial deliverables. Any remaining balance is payable upon full completion of the task and approval by the City in accordance with Section VI (Schedule for Payment) of the Agreement, as amended.

VI. **SCHEDULE FOR PAYMENT.** The City will pay within 30 days of receiving monthly invoices, provided the work is completed to the City's reasonable satisfaction. Notwithstanding the foregoing provision, the City may withhold any disputed portion of an invoice in good faith until the dispute is resolved.

VII. **NOTICE.** Written notices to City and Select Contractor shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor: Integrated Media Systems
200 McCormick Ave.
Costa Mesa, CA 92626
Attention: Brad Caldwell
Email: bcaldwell@imsav.com

City: City of Redondo Beach
Information Technology Department
415 Diamond Street
Redondo Beach, CA 90277
Attention: Mike Cook
Email: mike.cook@redondo.org

All notices, including notices of address changes, provided under the Agreement, as amended, 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.

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in the Agreement, as amended is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that the Agreement, as amended is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement, as amended are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by the Agreement, as amended.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to the Agreement, as amended by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under the Agreement, as amended Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to the Agreement, as amended Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under the Agreement, as amended.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of the Agreement, as amended by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless, and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "E" by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, as amended including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement, as amended.