

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

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Cashel corporation, a California corporation dba Integrated Media Systems ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".
- D. Insurance. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.

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GENERAL PROVISIONS

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time,

and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.
8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
 - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

- b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or

twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

20. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein.

Contractor warrants the system installation for a period of ninety (90) days. Manufacturers' warranties apply to purchased equipment as described herein. Excluded from the warranty is damage or failure due to City's abuse, misuse, or failure to observe equipment operational specifications and limitations. Further, excluded are operational supplies, including lamps and City furnished equipment. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this ~~11th~~ 18th day of March, 2025.

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:

Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

I. **CONTRACTOR'S DUTIES**

Contractor shall provide remote monitoring, support services, preventive maintenance, and equipment maintenance for the City Council Chamber and Library Multi-Purpose Room audiovisual ("AV") and the broadcast AV systems installed by Contractor.

A. **System Monitoring**

Contractor shall:

1. Perform remote checks of Internet Service Provider ("ISP") uptimes, slow internet connections (latency), intermittent internet disconnects (packet loss) and Domain Name Server ("DNS") checks to ensure Contractor has system access.
2. Identify the key point devices.
3. Provide automated monitoring and reporting on the key point device status of core components with the AV and Broadcast systems, including but not limited to, routers, switches, control processors, touch panels, video wall display, power distribution, and UPS units

B. **Remote Troubleshooting and Management**

Contractor shall:

1. Remotely login into the AV and Broadcast system to troubleshoot and identify the source of problems reported by the monitoring system to attempt to mitigate the issue remotely. If the issue cannot be resolved remotely due to equipment failure or offline devices that cannot be accessed, further troubleshooting will be provided via phone or onsite.
2. Conduct remote troubleshooting and repair of the City Council Chamber and Library Multi-Purpose Room AV and Broadcast systems.

C. **Remote Reboot Capabilities**

Contractor shall provide the following services if the equipment supports remote reboot functionality.

1. Remote software reboots to equipment for selected control processors, touch panels, and soft reboots on certain devices where there are remote reboot capabilities.
2. Hard reboots of devices through IP based UPS units and certain network switches.

3. Log in to the system remotely and reboot a device or grouping of devices in the event a device indicates signs of failure or problems.

D. Remote Firmware Updates

Contractor shall:

1. Perform remote firmware updates when troubleshooting indicates that a firmware update is required to resolve an issue and ensure all devices operate to manufacturer's specifications.
2. Conduct firmware updates reviews as part of Contractor's standard operating procedure during troubleshooting of reported issues.
3. Evaluate the potential risks in downloading firmware remotely to determine the best course of action before proceeding.
4. Perform remote firmware downloads in emergency situations. If the situation is deemed an emergency by the City, and firmware updates are conducted remotely without Contractor personnel onsite, Contractor will not be held liable for failed or faulty firmware downloads.

E. On-Site Preventive Maintenance

Contractor shall ensure its engineer and technicians perform the following:

1. Conduct four (4) scheduled annual preventive maintenance services, with each visit consisting of up to six (6) hours onsite system testing and adjustment.
2. Perform systematic checks of each device in the system for proper operation.
3. Make any necessary adjustments to the equipment, evaluate the system and devices for any apparent issues, and verify appropriate equipment and system operation.
4. Provide City with a written overall assessment of City's system and a copy of the review checklist with associated notes upon completion of the maintenance check.
5. Address City's inquiries regarding new functionality or products.
6. Perform additional maintenance beyond the scheduled visits only upon City's written approval.
7. Preventive Maintenance Process

Contractor shall:

- a. Perform cleaning, inspection, testing services and adjust equipment.

- b. Converge and color balance the Chamber video wall as appropriate or required, such as at times when modules are replaced or if color balance issues are identified during preventative maintenance.
- c. Perform any required manufacturer maintenance in accordance with the manufacturer's guidelines.
- d. Test, adjust, and balance the audio systems to ensure microphone and audio sources are intelligible in the space.
- e. Perform the following maintenance as part of the Preventative Maintenance Process:
 - i. Video Wall
 - a. Test and confirm video wall control (on/off and input selection).
 - b. Inspect and test video wall operation.
 - ii. Speakers
 - a. Check and confirm speaker audio levels and quality.
 - b. Check and confirm speaker control, including volume, speaker switching, and combining.
 - iii. Microphones
 - a. Perform visual check of microphone connectors and cable conditions.
 - b. Check microphone levels, quality, volume adjustments, and mute controls.
 - c. Check wireless microphone transmitters, windscreens, battery compartments, and connectors.
 - d. Conduct individual check of wireless microphone TX/RX frequency pairing.
 - iv. Dais and table input plates and cable cubbies
 - a. Perform visual check of input jack, connectors, and cables.
 - b. Inspect and repair HDMI pins for misaligned pins.
 - v. Digital Recorders
 - a. Perform a visual check of the recorder's front panel condition.
 - b. Check and confirm recorder transport controls, including stop, play, pause, fast-forward, rewind, and record functions.

- c. Check recorder transport operation through the control panel.
- vi. Broadcast Cameras
 - a. Perform a visual check of camera exterior condition, including mounting hardware and connectors.
 - b. Clean lens as required.
 - c. Check and confirm camera control through the control panel or remote.
 - d. Check and confirm cameras power up and down.
 - e. Check and confirm camera preset positions.
- vii. Broadcast Systems
 - a. Inspect and check control operation.
 - b. Check system start up application.
 - c. Verify operation of all control surfaces.
 - d. Verify control of all devices.
 - e. Verify operation of broadcast devices and output levels.
- viii. Virtual and Hybrid Meeting Systems
 - a. Inspect and check control operation.
 - b. Verify audio and video signal path.
 - c. Perform test calls to verify operation Streaming Systems.
 - d. Inspect and check control operation.
 - e. Verify audio and video signal path.
 - f. Enable test stream to verify operation.
- ix. UPS
 - a. Inspect and check all UPS devices.
 - b. Evaluate battery operating condition to ensure full operations.
- x. Equipment Racks: Inspect and check rack condition including rack mounted equipment
- xi. Touch Panels
 - a. Inspect and check physical condition of the panel; clean or wipe down as necessary.
 - b. Check panel button operation.
 - c. Check all control cable connections. Re-terminate and re-seat connectors, including but not limited to, cases where a touch panel cable has been strained due to aggressive movement of the panel and a connector has been damaged.

xii. Floor Boxes

- a. Clean and inspect all floor boxes for debris and foreign objects.
- b. Inspect and test input, output jacks, and cabling to ensure proper connectivity.

F. Cisco Switch Maintenance

Contractor shall:

1. Provide Cisco switch maintenance coverage for network switches that are a part of the AV systems.
2. Provide maintenance coverage for the following switches based on Cisco's end-of-service timeframes as follows:

CATALYST 9300 48-PORT UPOE – 36 Months
SG350-28MP 28-port Gigabit POE – 19.3 Months
SG350-10MP 10-port Gigabit POE – 19.3 Months

G. Preferred Priority Technical Service

Contractor shall:

1. Respond to monitoring system notifications via email (service@imsav.com) or phone requests from the City during normal business hours (Monday through Friday, 8:30 a.m. to 5:00 p.m. PST), identifying or requesting required repair services on covered equipment.
2. Perform remote diagnostics to assess the problem and attempt to fix the issue remotely.
3. If remote troubleshooting and repair is unsuccessful, provide assistance to the City over the telephone.
4. If telephone support does not resolve the issue, dispatch a technician or an engineer to the site during normal business hours.
5. Except as otherwise provided herein, provide the services in this section, on a Time and Materials basis at the hourly rates provided in Section I.A.2 of Exhibit "C" during normal business hours.
6. Offer after-hours support upon City's request, subject to additional charges based on Contractor's hourly rates for after-hours support as defined in Exhibit "C".
7. Not be obligated to provide or perform repair service after normal business hours unless specifically requested by the City.

H. Field Service Process

Contractor shall:

1. Respond to field service requests on an expedited basis.
2. Ensure its technician performs a system test to duplicate and diagnose the issue once dispatched to the room.
3. Ensure its technician will take one of the following actions once the issue has been diagnosed.
4. Problem diagnosed and resolved: If the issue is resolved during the initial visit, re-test the system to ensure the problem has been resolved and the system is operating per original installation specifications (display, audio and configuration).
5. System equipment repair required: If repair is required for any system component, take the following steps upon City's approval.
 - a. Remove the defective equipment.
 - b. Arrange for an RMA for the defective equipment from the manufacturer or manufacturer authorized repair center and arrange shipment.
 - c. Coordinate equipment repair with the repair provider. Upon completion of the repair and receipt of the returned equipment from the manufacturer or repair center, contact City to determine room availability and schedule a return service visit.
 - d. Reinstall the repaired equipment, reload applicable software and perform appropriate equipment and system testing to ensure device functionality and appropriate interface to the system.

I. Exclusions

Contractor will not cover the following:

- a. Equipment Alterations
 - i. Unauthorized modifications made by non-Contractor's personnel who have altered, repaired or modified the wiring interconnections or covered equipment of this Agreement, except as expressly directed by Contractor.
 - ii. City furnished equipment or equipment, components, wiring or other parts that have been added to the covered equipment without written notification to, and acceptance by, Contractor.
- b. Computers, network hardware, firmware and software or failures caused by computer or network firmware or software updates to equipment not provided and installed by Contractor.
- c. Projection screens and projection screen control devices, knobs, projection lamps, bulbs, trim, trim parts, LCD optical units, LCD panels, cabinetry, ILA optical units, DMD optical units, DLP optical

- units, or batteries.
- d. Contractor will not provide repairs to covered equipment if the necessary repair support and parts are unavailable from the original manufacturer of the equipment or an authorized repair provider. The City will bear the responsibility to acquire suitable replacement equipment. The City may be responsible for additional equipment or control system programming and system reconfiguration to accommodate the use of replacement equipment.
 - e. Failure of equipment or room functionality caused by fire, utility service disruptions, 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 Contractor's reasonable control.
 - f. Failure of equipment or room functionality caused by City abuse, misuse, negligence, or previously installed or used equipment, which is not operating to manufacturer's specifications.
 - g. System alterations or enhancements not provided by Contractor.
 - h. Control system changes or other software programming changes.
 - i. Failures or faults caused by structural, mechanical, electrical, or plumbing systems or devices not installed by the Contractor and not specifically covered under this Agreement.
 - j. Inability of the covered equipment to perform in a manner other than for which it was designed and intended.

II. CITY'S DUTIES

City will:

- A. Provide all required network infrastructure, internet services and configuration of network and internet access to Contractor's specifications.
- B. Maintain the Contractor installed remote monitoring appliance in the City Council Chamber and Library Multi-Purpose Room, allowing a continuous connection. The appliance will be leased from the Contractor for the duration of this Agreement.
- C. Maintain reliable, timely, electronic connection to the Internet.
- D. Obtain, install, operate and maintain, at City's expense, all necessary hardware, software, and telecommunications connections, services and equipment, compatible to allow the Contractor to continuously monitor the Systems via the Internet.
- E. Use the designated email address service@imsav.com for all service requests.

F. Maintain a pre-paid hourly service pool of engineering and technician time as follows:

1. Ten (10) hours of engineering time throughout the duration of this Agreement.
2. Ten (10) hours of technician time throughout the duration of this Agreement.
3. Prepaid hours are included as part of the Agreement.
4. Any hours depleted during a covered year, will be automatically renewed in ten (10) hour increments by the City.
5. Any unused hours at the end of each twelve (12) month period starting from the Agreement's commencement date, shall roll-over for use in the following twelve (12) month period.
6. Any unused hours remaining beyond the roll-over period will be forfeited.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. The term of this Agreement shall commence on March 1, 2025 and expire February 29, 2028 ("Term"), unless otherwise terminated as herein provided.

Upon termination of this Agreement, the Appliance or any other equipment leased from Contractor remains the property of Contractor. City authorizes Contractor to recover any such Appliance or other equipment from the City Council Chamber and Library Multi-Purpose Room in the event City fails to return the same.

EXHIBIT "C"
COMPENSATION

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

I. AMOUNT

A. Annual Service Fee: Contractor shall be paid an annual service fee of \$40,240.00 per year for the services described in Exhibit "A", which includes remote system monitoring, troubleshooting and preventive maintenance, and system maintenance. In addition to the annual service fee, the City may utilize a prepaid service pool for engineering and technician time, as detailed below.

Professional Services	Amount
First Year of the Plan	\$ 40,240.00
Second Year of the Plan	\$ 40,240.00
Third Year of the Plan	\$ 40,240.00
Professional Services Pool of Time Engineering Services - Ten (10) hours @ \$175.75 per hour	\$ 1,757.50
Professional Services Pool of Time Technician Services - Ten (10) hours @ \$118.75 per hour	\$ 1,187.50
Total Cost for Three Years	\$ 123,665.00

B. 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 preventative maintenance as defined in Exhibit "A". Any such additional work will be billed on a Time and Materials basis as set forth below.

Staff	Hourly Rate
Consultant, Principal	\$237.50
Engineer	\$175.75
Drafting	\$175.75
Technician	\$118.75
Administration	\$ 70.00
Travel (travel time per person)	At above rate Shipping and Handling
After Hours Support – Mon-Fri	1.5X above rates
Weekend Support – Sat & Suni	2X above rates
Expenses	At Cost

C. **Fees After Hours or Weekends:** 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 per the hourly rates indicated in the fee schedule provided in Section I.B of this Exhibit "C" for After Hours or Weekend Support, as applicable.

II. **EXPENSES.** Contractor will be reimbursed for expenses at cost; provided however, that Contractor obtains City's prior written authorization and provides written documentation evidencing the expenditure. Reimbursable expenses include the following.

- A. Costs of parts
- B. Replacement items
- C. Freight and handling
- D. Expenses directly related to the scope of work, including but not limited to,
- E. Additional engineering or technician time required above and beyond the prepaid pool hours indicated above.

III. **NOT TO EXCEED AMOUNT.** ~~In the event the~~ no event shall the total amount paid to Contractor, including the annual service fees, additional pre-paid service pool of engineering and technician hours, additional fees for services outside the scope of preventative maintenance, and after-hours or weekend work exceed \$136,031.50 during the term of this Agreement.

IV. **METHOD OF PAYMENT.** Contractor shall submit invoices in accordance with the following provisions:

- A. **Initial Year:** The cost for the first year of the plan upon execution of the Agreement, and Contractor's services shall commence immediately upon execution.
- B. **Subsequent Years:** Contractor shall invoice the City annually, within forty-five (45) days of each anniversary of the Agreement's commencement date.
- C. **Ten Hour Blocks:** Contractor shall invoice the City for additional ten (10) hour blocks of engineering and/or technician hours once 70% of a current block is utilized.
- D. Invoices shall include the following details:
 - 1. Description of services provided
 - 2. Dates of service

3. Number of hours worked (if applicable)
4. Hourly rate applied
5. Annual service fee as outlined in Section I.A.
6. Prepaid pool hours for engineering and technician time in increments of ten (10) hours.
7. List of equipment received and invoiced if applicable
8. Applicable sales tax and freight costs
9. Itemized expenses incurred (with City's prior authorization)
10. Copies of receipts to substantiate expense requests

Invoices must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City. If no work is performed in a given month, no invoice is required. Invoices must attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Contractor may be required to provide back-up material upon request.

V. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within thirty (30) days of City's receipt of Contractor's invoice.

VI. **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: Cashel Corporation dba Integrated Media Systems
Corporate Office
200 McCormick Ave.
Costa Mesa, CA 92626
Attention: Brad Caldwell, CEO
Email: bcaldwell@imsav.com

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

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: 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. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.