

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

THIS THIRD AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Third 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 July 23, 2024, the parties entered into the Second Amendment to the Agreement (the "Second Amendment") to purchase additional mkBeacon Single Space and Double Space coin/credit meters with lower vaults and coin cans, to increase Contractor's compensation limit by \$86,720.75 setting a new limit of \$1,106,400.93, and to ratify the first two year extension of the Agreement term through November 14, 2025, as outlined in correspondence dated October 10, 2023, with two automatic two-year extensions up to November 14, 2029;

WHEREAS, the City desires to purchase additional products, reflecting the inclusion of new mkBeacon meters and associated services as quoted on July 18, 2025;

WHEREAS, the parties desire to incorporate the new pricing quotation dated July 18, 2025, into the Agreement; 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, as amended by Exhibits "A-1" and "A-2", is hereby further amended to add Exhibit "A-3" to include the purchase of additional mkBeacon Single Space and Double Space coin/credit meters with lower vaults and coin cans, monthly hosting, and manufacturer warranties. Exhibit "A-3" is attached hereto and incorporated by reference.
2. **COMPENSATION.** Exhibit "C" of the Agreement, as amended by Exhibit "C-1" and "C-2", is hereby further amended to add Exhibit "C-3", increasing the Contractor's compensation limit by \$54,608 which includes the hardware at a cost of \$34,736, and monthly hosting fees of an additional \$414 per month, setting a new limit of \$1,161,009. Exhibit "C-3" is attached hereto and incorporated by reference.

3. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement, First Amendment, and Second Amendment shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, and this Third 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, Second Amendment, and this Third Amendment, the terms of this Third Amendment shall govern.

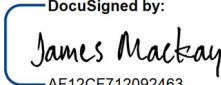
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 7th day of October, 2025.

CITY OF REDONDO BEACH
a chartered municipal corporation

MACKAY METERS, INC.,
a Florida corporation

James A. Light, Mayor

By: 
Name: James MacKay
Title: President

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "A-3"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONTRACTOR'S DUTIES

Contractor shall provide the following equipment and related services.

A. EQUIPMENT

1. Four units of mkBeacon Single Space coin/credit c/w lower vault & coin can (Part # 22MM0000100).
2. 39 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 four (4) additional single space meters.
2. Gateway Hosting Notification Services for 39 additional double space meters.

C. WARRANTY

Contractor shall provide the manufacturer's warranty for the equipment described in Section A above (Items 1 and 2), which shall conform to the warranty attached hereto as Attachment "A-1" and incorporated herein by reference. This warranty shall commence one (1) month from Contractor's recorded shipping date and shall be in addition to, and not in limitation of, any other warranties or remedies provided under the Agreement, as amended, or applicable law. Notwithstanding Section 33 of the Agreement, the warranty outlined in Attachment "A-1" shall supersede and govern in its entirety; provided, however, that in the event of conflict between Attachment "A-1" and any other provision of the Agreement, the terms of the Agreement shall prevail.

ATTACHMENT "A-1"

MANUFACTURER WARRANTY MACKAY METERS, INC. AND J.J. MACKAY CANADA LIMITED ("MACKAY")

The MacKay equipment as offered is warranted by the manufacturer, J.J. MacKay Canada Limited ("MacKay"), for a period of two (2) years from the date of delivery against defects in workmanship and/or materials. The warranty starts one (1) month from MacKay's recorded shipping date.

This warranty specifically excludes any other product not manufactured, but sold by MacKay, as these products are warranted by their respective manufacturers.

Workmanship and/or parts that prove to be defective during the warranty period will either be repaired, adjusted or replaced at MacKay's option. No repair, adjustment or replacement by MacKay in response to a warranty claim shall extend the length of the warranty. MacKay's obligations under the warranty are restricted to repair or replacement of defects in workmanship and/or materials.

Should repair become necessary during the warranty period, send your product, postage or freight prepaid, to our service center at 1342 Abercrombie Road, Pictou County, Nova Scotia, Canada, B2H 5C6 or as advised from time to time. Any product repaired or replaced under this warranty will be returned to the owner with freight prepaid. MacKay will not accept delivery of the product or any of its parts for warranty repairs unless prior authorization has been given. Contact MacKay for return procedure.

The foregoing warranty is exclusive and in lieu of all other express warranties and implied warranties, including but not limited to, the implied warranties of merchantability and fitness of purpose, which are specifically excluded. In no event shall MacKay, its agents, servants, contractors and subcontractors be liable for damages including, but not limited to, economic and consequential losses such as loss of revenue, loss of profits, loss of business or loss of goodwill whether direct or indirect or any other incidental, exemplary and punitive damages whether in contract, tort or otherwise or any other claims or expenses in any manner resulting directly or indirectly from or connected with the supply of the products.

Any improper or negligent use, any alteration or repairs not in accordance with MacKay's written directions or performed by others in such manner as in MacKay's sole judgment affects the product materially and adversely, shall void this warranty.

This warranty does not cover damages, defects or failures caused by or due to accident, improper handling or operation, use of products for experimental purposes, natural disaster, vandalism, misuse, terrorism, abuse and neglect of routine maintenance as instructed by MacKay from time to time.

The customer is responsible for the security of its parking system including hardware and software. The customer has been made aware by MacKay of the types of theft and fraud which may occur. The customer acknowledges and agrees that MacKay is not responsible in warranty or in contract for any repair, replacement or damages of any sort caused by fraud and/or theft or illegal means.

No employee or representative of MacKay, its agents, servants, contractors and subcontractors is authorized to change this warranty in any way or grant any other warranty unless in writing and signed by an officer of MacKay.

EXHIBIT "C-3"

COMPENSATION

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

- A. **AMOUNT.** Contractor shall be paid in accordance with the attached quotes, as set forth in the following table.

HARDWARE	
Description	Amount
Hardware	\$31,650.00
Shipping*	\$0.00
Taxes**	\$3,086.00
Hardware Total	\$34,736.00
MONTHLY HOSTING	
Monthly Hosting	\$414.00/month
Monthly Hosting Total for 48 Months	\$19,872.00
GRAND TOTAL	\$54,608.00

However, in no event shall the total amount paid to the Contractor under the Agreement, including any amendments, exceed \$1,161,009.

- B. **METHOD OF PAYMENT.** Contractor shall submit two types of invoices to the City for approval and payment: one for hardware and shipping, and one for monthly hosting services. Each invoice shall include the details as outlined below. All 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.

1. **Hardware and Shipping Invoice**

- a. The invoice will be issued at the time of shipment and must include a description of the items delivered, delivery date and location, quantities, unit prices, subtotal, applicable taxes, shipping charges, and total amount due.

2. **Monthly Hosting Invoices**

- a. Contractor shall submit the invoice after the meters are fully operational, including but not limited to, activation and connection to the Contractor's network.
- b. The invoice shall be submitted monthly thereafter and include the applicable billing period, a description of the hosting services provided, and the monthly rate.

- C. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within thirty (30) days of receipt of invoices; provided that the related goods or services are delivered and 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 5C6 Canada
Attention: James MacKay
Email: james.mackay@mackaymeters.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.

ATTACHMENT “C-1”

QUOTES



<i>DATE</i>	<i>QUOTE #</i>
7/18/2025	2002

City of Redondo Beach
415 diamond St., Door 1
Redondo Beach, CA
90277

New Beacon Order
Pedro Malo
310-379-2477 x2494
pedro.malo@redondo.org

<i>Ship to:</i>	<i>Same</i>
<i>Attn:</i>	
<i>Telephone:</i>	
<i>E-mail:</i>	

[illegible]

Valid through:

Thereafter subject to change without notice.

Tax calculated at time of quotation and subject to change

FOB: Redondo Beach, CA

2 yr. manufacturer Warranty

By: *J. Jordan*



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			J.J. MacKay Canada Ltd.		
Purchasing			1342 Abercrombie Road, 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 checked="" 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"/>	Chubb Insurance Company of Canada 35814085	2025/06/30	2026/06/30	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE		5,000,000
				- EACH OCCURRENCE		1,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		
				<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	2025/06/30	2026/06/30	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 79841661	2025/06/30	2026/06/30	EACH OCCURRENCE		4,000,000
				AGGREGATE		
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 15 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)			
AUTHORIZED REPRESENTATIVE Peter Fraser, BBA, CAIB, CIP	TYPE Phone	NO. 902-863-3210	TYPE	NO.
	TYPE Fax	NO. 902-863-1336	TYPE	NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE 	DATE 2025/07/10		EMAIL ADDRESS	