

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

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING 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 ("Consultant").

WHEREAS, on February 5, 2019, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to add audiovisual (AV) systems design, engineering and implementation services for the addition of audio conferencing, videoconferencing and live streaming capability as a part of the City Council Chamber AV system; and

WHEREAS, the Agreement is set to expire December 31, 2020 and the parties desire to extend the Agreement to June 30, 2021.


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 amendments to the Agreement:

1. Scope of Services. Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1", which adds audiovisual ("AV") systems design, engineering and implementation services for the addition of audio conferencing, videoconferencing and live streaming capability to the scope of services. Exhibit "A-1" is attached hereto and incorporated by reference.
2. Schedule for Completion. Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to June 30, 2021. Exhibit "B-1" is attached hereto and incorporated by reference. Consultant shall continue and complete all services described in Exhibits "A" and "A-1" of the Agreement in accordance with the schedule set forth in Exhibit "B-1".
3. Compensation. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to provide Consultant shall be paid in the amount of \$38,438.43 for a total limit on Consultant's compensation in the amount of \$550,000 for all services, including all services performed under the Agreement. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A-1".
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 agreement 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.




IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 31st day of March, 2020.

CITY OF REDONDO BEACH,
a chartered municipal corporation


William C. Brand, Mayor

CASHEL CORPORATION,
a California corporation dba Integrated Media Systems

By: 
Name: Brad Caldwell
Title: President

ATTEST:


Eleanor Manzano, City Clerk

APPROVED:


Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

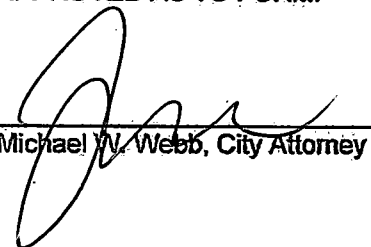
for 
Michael W. Webb, City Attorney



EXHIBIT "A-1"

SCOPE OF SERVICES

I. CONSULTANT'S DUTIES

Consultant shall perform the following services.

A. SYSTEM DESCRIPTION

1. AUDIO CONFERENCING

- a. Integrate an audio conferencing application addition with the existing Chamber audio system to allow the City to dial and control audio conferences from the City Clerk and broadcast operator touch control panels.
- b. Use the room's existing gooseneck and wireless microphones and media audio to provide the near-end transmit audio.
- c. Insert the incoming audio from the far end telephone or telephone bridge into the audio DSP and mix with the current presentation audio for amplification and output in the room via the rooms in-ceiling speakers.
- d. Manage audio conferencing by integrating the new Digital Signal Processing (DSP) units with audio conference interface and Acoustic Echo Cancellation (AEC), digital to analog and analog to digital audio converters that are owned by the City and waiting installation in the new Chamber system and additional control and touch panel software to provide appropriate operation.
- e. Completely adjust, test and verify the audio system after installation and configuration of the new equipment.

2. VIDEOCONFERENCING

- a. Integrate computer-based videoconferencing into the Chamber systems. Route the Chamber broadcast program output signal through the system for connection to the PC and transmission to the far-end of the videoconference. Upon City's request, integrate the incoming receive video into the Chamber AV router and make available as a source for display, recording or broadcast.
- b. Connect receive audio in and transmit audio out of the videoconference system to the Chamber audio system through the audio DSPs. Ensure the videoconference system will utilize the Chamber mixed microphone and presentation audio as the transmit source and receive audio will be reinforced through the Chamber speaker systems.
- c. Provide access to the PC to launch, dial and control videoconference calls via a City provided monitor, keyboard and mouse.
- d. Enable videoconferencing for outbound calling only. Disable inbound videoconferencing to the system.
- e. Use a City contracted videoconference bridge service to enable multi-point participant access, management and configuration of calls.



3. WEB STREAMING

- a. Provide and install a web streaming application addition to allow the City to broadcast live high definition video and audio streaming information from the existing broadcast system to YouTube and Facebook.
- b. Install and configure additional equipment to allow a broadcast streaming interface to City furnished streaming client software allowing high definition streaming to multiple website live broadcast applications simultaneously.
- c. Manage the broadcast software via City Furnished Equipment ("CFE") software, which will be purchased, loaded and configured by the City.
- d. Mount a micro or small form factor CFE PC with two HDMI or DisplayPort video outputs and USB 2.0 connectivity in the Control Room.
- e. Route the Chamber broadcast video and audio signals through the AV system and an interface device for connection to the PC USB 2.0 connection for streaming.
- f. Provide access to the PC to launch and control live streaming output via a City provided monitor, keyboard and mouse.

4. SYSTEM EQUIPMENT

- a. Temporarily install the equipment described in Exhibit "C" and make it function to fulfill the requirement and applications outlined herein until the system is disassembled as provided in subsection (b). Unless otherwise provided herein, purchase all equipment described in Exhibit "C".
- b. Upon the start of construction of the remodel of the Chamber, disassemble the Chamber presentation and Broadcast systems and return the equipment used in this modification to Consultant for use in the construction of the new systems.

B. SYSTEM CONSTRUCTION

1. PERSONNEL

- a. Designate a single Project Manager and an Engineer to oversee the installation work for the duration of the project and to ensure that the systems are installed in accordance with the Consultant's specifications and drawings.
- b. Maintain adequate staff and be responsible for installing and testing the system on schedule. Ensure the Project Manager and Engineer will have at least five years of documented, recent, and similar project experience.

2. PRE-INSTALLATION

- a. Pre-installation consists of the Staging & Development phase of the project.
- b. Order equipment, track and receive, equipment configuration and control, touch panel and DSP code development.

3. INSTALLATION

- a. Install, modify and reconfigure the devices of the existing Chamber and Broadcast systems to enable temporary addition of the functionality identified above, until such time as the system is disassembled for new systems



construction.

- b. Ensure site installation is performed by a factory trained team of engineers, project managers and installation technicians, as may be required.
- c. Ensure the installation team is prepared and equipped to perform all necessary work on site.
- d. Authorize the project to apply all required resources and to immediately resolve any problems that might arise during the installation process.

C. DOCUMENTATION

- 1. Update system documentation to reflect the final construction details of the system.
- 2. Include the following documents: As-built Drawings – Wire flow diagrams.

D. TRAINING

- 1. Ensure training time will be concurrent with the last day of the installation and shall last no longer than 1 hour.
- 2. If the designated City personnel cannot be present at the pre-scheduled time, a separate training session will be quoted at additional cost to be mutually agreed upon by the parties.

E. WORK CONDITIONS

- 1. Inspect the City job site for readiness prior to installation. If any of the conditions provided in Section II.B are not completed, installation of audiovisual equipment and/or systems will not begin.
- 2. Any work by others, which may affect the installation of Consultant's AV equipment after the start of installation, may void the equipment warranties.
- 3. No work will be performed without receipt of a hard copy purchase order or other appropriate document authorizing the performance of services. Electronic or facsimile transmissions will be acceptable to initiate the start of work, with hard copy back-up following.

F. EXCLUSIONS

- 1. CFE and related services are excluded, unless otherwise described herein.
- 2. The supply and installation of electrical conduit, electrical power and associated boxes, any required structural support or seismic restraint, millwork and millwork modifications (including millwork finishes), ceiling work and any equipment, installation and connectivity of CFE, telecommunications and network structured cabling systems, including telecommunications and data systems, unless otherwise noted herein.

G. WARRANTY

- 1. Notwithstanding Section 32, warrant the system installation for a period of 90 days.
- 2. The Manufacturers' standard or extended warranties, as identified herein, apply to equipment purchased pursuant to this Agreement.
- 3. Excluded from the warranty is damage or failure due to City's abuse, misuse, or failure to observe equipment operational specifications and limitations. Also



excluded are operational supplies such as lamps and CFE.

- H. **OWNERSHIP AND USE OF DOCUMENTS.** Drawings, schedules and specifications pertaining to the Scope of Work under the Agreement are and shall remain the mutual property of the City and Consultant, whether the project for which they are prepared is executed or not. The City shall be allowed retain copies of drawings, schedules and specifications for information and reference in connection with the City's use and occupancy of the work performed by the Consultant. The drawings, schedules and specifications will not be used by the City on any other project or additions to the Scope of Work, or for the completion of this Project by others, except by subsequent amendment in writing.

CITY'S DUTIES

City will perform the following duties.

A. SYSTEM DESCRIPTION

1. **AUDIO CONFERENCING.** Provide configured VoIP line to the DSPs for telephone interface.
2. **VIDEOCONFERENCING**
 - a. Provide a micro or small form factor PC with two HDMI or DisplayPort video outputs and USB 3.0 connectivity for the videoconferencing application.
 - b. Select, provide, load and configure a soft-client based videoconferencing application, with a supporting license or agreement with a videoconferencing provider, on the PC for use with the AV system.
 - c. Provide, configure and verify the PC with the City network for appropriate internet access to support the videoconferencing application by the City.
3. **WEB STREAMING.**
 - a. Provide a micro or small form factor PC with two HDMI or DisplayPort video outputs and USB 2.0 connectivity for the web streaming application.
 - b. Provide, install and configure streaming client software on a CFE PC allowing high definition streaming to multiple website live broadcast applications simultaneously.
 - c. Select, load and configure the streaming application, with any required supporting license or agreement, on the PC for use with the AV system.
 - d. Configure and verify the PC and the City network for appropriate internet access to support the streaming application.
 - e. Provide monitor, keyboard and mouse.
4. **SYSTEM EQUIPMENT**
 - a. Purchase the primary system equipment as described in Exhibit "C".

B. CITY FURNISHED EQUIPMENT (CFE) AND SERVICES

1. Provide network data drop at locations requested by Consultant.
2. Provide all CFE specified in this First Amendment and coordinate and deliver to Consultant prior to final in-shop pre-installation assembly and testing.
3. If troubleshooting or repair CFE and/or consultation with outside service providers (i.e. telecommunication companies, IT providers, etc.), is required to complete the integration of the proposed system, this work will be considered an addition to the scope of work and a subsequent amendment shall be executed.



4. Delays or rescheduling required due to untested or unidentified CFE and/or outside services will be additionally billed to the City in accordance with the hourly schedule provided in Exhibit "C".

C. WORK CONDITIONS

1. The City shall provide a safe work area complying with all codes and practices and shall provide a facility in a condition to accept the installation of equipment outlined in this amendment.
2. The following conditions must be met, completed and/or installed, in all specified areas and directly adjacent areas prior to installation of systems or components.
 - a. Interior construction
 - b. Wet work (painting, masonry, concrete, etc.)
 - c. Electrical - electrical power provided to designated audiovisual outlets and Consultant's specified cable pulled through conduit with indicated cable extended from source point and destination point
 - d. Related structural components (booms, support brackets, seismic requirements in place, etc.)
 - e. Windows, doors and trim (including locks for security purposes)
 - f. Wall finishes (wall covering, etc.)
 - g. Grid system and ceiling
 - h. Ceiling speaker back boxes (with Consultant's specified speaker cable pulled into each box and at least 3' of cable extended and clear from back box)
 - i. Flooring, floor covering and baseboards
 - j. Millwork (installed and finished)
 - k. Lighting (fixtures and dimming or control systems)
 - l. All related work to be performed by others (including all CFE and/or other manufacturer furnished equipment not provided by Consultant)



EXHIBIT "B-1"

SCHEDULE FOR COMPLETION

TERM: The term of this Agreement shall be extended to June 30, 2021 ("Term"), unless otherwise terminated as herein provided.



EXHIBIT "C-1"

COMPENSATION

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

- I. **AMOUNT.** Consultant shall be paid in accordance with the following schedule.

DESCRIPTION	AMOUNT
Equipment to be Purchased by the City as Described in the Attached Schedule	\$4,615.00
<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.	
<u>Other Services.</u> Any other services described in Exhibit "A-1"	\$33,135.00
Sales Tax @ 9.5%	\$438.43
Freight	\$250.00
Total Sum	\$38,438.43

In the event additional services are requested, Consultant shall be paid in accordance with the following schedule.

Staff	Hourly Rate
Audiovisual designer, principal	\$250
Audiovisual engineer	\$150
Audiovisual project manager	\$120
Audiovisual field technician	\$110
Drafting	\$150
Administration	\$75.00
Travel – portal to portal	At above hourly rates
Expenses as described below.	Cost

- II. **EXPENSES.** Consultant will be reimbursed for expenses at cost; provided however, that Consultant obtains City's prior written authorization and provides written documentation evidencing the expenditure. Reimbursable expenses include the following.
- A. Expenses of transportation; auto or truck rental.
 - B. Expense of reproductions, postage and handling of drawings, schedules, technical proposals and any other documents and freight charges.
 - C. Expense of photographs used in connection with the Scope of Work
 - D. Expenses of any renderings, presentation supplies, models, mock-ups, demonstration equipment or samples requested by City.
- III. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to Consultant, including expenses exceed \$550,000 during the Term.
- IV. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval



and payment for equipment received by Consultant and those services performed in the month in which the invoice is submitted. Invoices must include the following information.

- A. A listing of the equipment received and invoiced for the period.
- B. Applicable sales tax and freight for equipment billed during the period.
- C. Number of hours worked.
- D. Hourly rate, if applicable.
- E. Fixed or prorated amount for labor, including the percentage of labor performed within each labor line item contained in this Exhibit "C" and the amount during the reporting period.
- F. If applicable, expenses incurred.

Invoice 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. Consultant may be required to provide back-up material upon request.

V. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that services are completed to the City's full satisfaction.

VI. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Cashel Corporation dba Integrated Media Systems
200 McCormick Ave.
Costa Mesa, CA 92626
Attention: Brad Caldwell, President and CEO

City: City of Redondo Beach
Information Technology
415 Diamond Street
Redondo Beach, CA 90278
Attention: Chris Benson, Information Technology Director

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. 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.



ATTACHMENT TO EXHIBIT "C"

EQUIPMENT DETAIL

Note: City Furnished Equipment is indicated by "CFE" below.

Qty	Manufacturer	Part No.		Description	Unit Price	Extended Price
Audio Equipment						
1	Biamp	TesiraForte DAN VT	CFE	Digital Signal Processor, VoIP Interface		
1	Biamp	TesiraForte DAN CI	CFE	Digital Signal Processor		
2	Attero Tech	unD4I-L	CFE	Dante Networked Audio Interface , 4 Mic/Line Inputs with Logic I/O		
2	Attero Tech	unD4O	CFE	Dante Networked Audio Interface , 4 Line Level Audio Outputs		
2	Netgear	GS310TP-100NAS		Gigabit Ethernet Switch, 8-Port, PoE+	\$220.00	\$440.00
1	Shure	Beta87	CFE	Wireless Microphone		
Videoconferencing Equipment						
1	UNKNWN	PC	CFE	Small or Micro Form Factor PC, (2) HDMI Ouputs, USB 3.0 with Videoconferencing Software		
1	UNKNWN	DISPLAY	CFE	Computer Display		
1	UNKNWN	KEYMSE	CFE	Keyboard and Mouse		
1	Vaddio	999-8240-000		AV Bridge Mini	\$2,160.00	\$2,160.00
1	Vaddio	998-6000-006		Rack Mount	\$125.00	\$125.00
1	Crestron	HD-DA8-4K-E	CFE	1x8 HDMI Distribution Amplifier		
1	Crestron	DMC-4KZ-HD		HDMI Input Card, Digital Media	\$575.00	\$575.00
Video Streaming Equipment						
1	UNKNWN	PC	CFE	Small or Micro Form Factor PC, (2) HDMI Ouputs, USB 2.0		
1	Telestream	Wirecast Studio	CFE	Web Streaming Software		
1	UNKNWN	DISPLAY	CFE	Computer Display		
1	UNKNWN	KEYMSE	CFE	Keyboard and Mouse		
1	Blackmagic Design	Web Presenter		Web Streaming Interface	\$495.00	\$495.00
1	Blackmagic Design	Teranex Mini Smart Panel		Control Panel	\$85.00	\$85.00
1	Blackmagic Design	Teranex Mini Rack Shelf		Rack Shelf	\$85.00	\$85.00
Miscellaneous						
1	IMS	MISC		Miscellaneous Cable, Connectors and	\$650.00	\$650.00

