

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

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Second 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, on March 31, 2020, the parties entered into the First Amendment to the Agreement ("First Amendment") to add AV systems design, engineering and implementation services for the addition of audio conferencing, videoconferencing and live streaming capability to the scope of services and increase compensation by \$38,438.43; 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 make the following amendments to the Agreement:

1. Scope of Services. Exhibits "A" to "A-1" of the Agreement are hereby amended to add Exhibit "A-2", which adds equipment and removes equipment from the scope of work, and provides related services. Exhibit "A-2" is attached hereto and incorporated by reference.
2. Compensation. Exhibits "C" to "C-1" of the Agreement are hereby amended to add Exhibit "C-2" to provide that Consultant shall be paid in the amount of \$83,987.95 for a total limit on Consultant's compensation in the amount of \$1,099,851.49. Exhibit "C-2" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A-2".
3. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, and this Second Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 6th day of October, 2020.

CITY OF REDONDO BEACH,
a chartered municipal corporation

CASHEL CORPORATION,
a California corporation dba Integrated Media Systems

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A-2"

SCOPE OF SERVICES

I. CONSULTANT'S DUTIES

Consultant shall perform the following services.

A. Chamber, Control Room, Lobby and Rear Equipment/Storage Room Additions

1. Replace the custom pedestal lectern with custom motorized ADA-compliant movable lectern finished to match specified millwork.
2. Change lectern display to conform with revised lectern requirement.
3. Add seven 19.5" touch screen displays for Member use at the dais.
4. Replace exterior in-ceiling speaker outside of the main the Council Chamber entrance.
5. Relocate and mount dedicated City furnished Member PCs and add dedicated City furnished PCs for the City Manager, City Attorney, Assistant City Manager and staff presentation position.
6. Add equipment rack, which shall be located in the rear equipment/storage room, to house remote PCs and supporting equipment.
7. Add extension equipment and functionality to remote the dais and Staff PCs to the Council Member, City Manager, City Attorney, Assistant City Manager and staff presentation position.
8. Relocate video signal switching equipment and signal path for distribution from the rear equipment rack.
9. Add signal distribution and extension equipment for remote PCs to dais and Staff areas.
10. Add local rear rack display and KVM units to allow remote PC set-up, configuration and monitoring.
11. Add control functionality to allow individual selection between PC and Chamber presentation on local display at City Manager, City Attorney, Assistant City Manager and staff presentation position.
12. Add control equipment for video source display selection for Council Member, City Manager, City Attorney, Assistant City Manager and staff presentation position at the rear equipment rack.
13. Add USB extension from Staff table presentation position to remote presentation PC.
14. Add AV network switch at rear rack for video wall, dais and Staff display distribution and connectivity.

15. Add 10GB single-mode fiber uplink between rear rack AV network switch and AV network core switch.
16. Add two HDMI input at dais for Council Member use.
17. Add dedicated City furnished PC, display and wireless keyboard and mouse at Deputy Clerk location.
18. Add digital name sign at Deputy Clerk location.
19. Integrate soft-codec PC based videoconferencing and live streaming to social media channels into both the Consultant and City provided equipment located in the new Chamber AV system as described in the First Amendment.
20. Remove assisted listening hear-loop system and add RF and WiFi hearing assistance system.
21. Provide additional engineering, coordination, drafting, programming, assembly, installation, configuration, testing and verification of AV systems to address modifications required due to the redesign of the Chamber dais.

B. Warranty

1. Notwithstanding Section 32 of the Agreement, 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.

EXHIBIT "C-2"

COMPENSATION

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

- I. **AMOUNT.** Consultant shall be paid \$83,987.95 in accordance with the following schedule.

DESCRIPTON	AMOUNT
Equipment to be Removed and Added as Described in the Attached Schedule	\$36,031.00
Professional Services	\$44,084.00
Sales Tax @ 9.5%	\$3,422.95
Freight	\$450.00
Total Sum	\$83,987.95

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 \$1,099,851.49 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 list 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-2”

EQUIPMENT DETAIL

Equipment Removed					
Qty	Manufacturer	Part No.	Description	Unit Price	Extended Price
1	DWI	CUSTLEC	Custom Lectern, 180 Degree Swivle, ADA Flip-Up Shelf, Finish to Match	\$8,165.00	\$8,165.00
2	Leviton	T5632-E Black	USB Charger/Tamper Resistant Duplex Receptacle, Black	\$29.00	\$58.00
Equipment Removed Total					(\$8,223.00)
Equipment Added					
Qty	Manufacturer	Part No.	Description	Unit Price	Extended Price
1	DWI	CUSTLEC	Custom Lectern, Motorized, ADA Compliant, Wood and Finish to Match	\$8,859.00	\$8,859.00
1	DWI	CUSTLECFIN	Lectern Custom Finish To Match, Library Lectern	\$663.00	\$663.00
7	ELO	E396119	19.5" Touch Display, 1920x1080	\$565.00	\$3,955.00
1	EXSPK	TBD	Exterior Speaker, Ceiling Mount	\$358.00	\$358.00
11	ATEN	CE820	KVM Extender, Low Latency	\$810.00	\$8,910.00
1	ATEN	CS1794	KVM Extender, 4-Input	\$375.00	\$375.00
4	Kramer	VS-211UHD	2x1 HDMI Switch, RS-232	\$380.00	\$1,520.00
1	Crestron	DIN-CENC-2-POE	Ethernet to Cresnet® Network Bridge with PoE	\$393.00	\$393.00
2	Crestron	CNTBLOCK	Cresnet Distribution Block	\$122.00	\$244.00
4	Crestron	C2N-CBD-P-B-T	Button Panel, Black	\$258.00	\$1,032.00
8	Crestron	CB2-BTNB-T_ENGRAVED	Large Button Cap, Engraved	\$8.00	\$64.00
4	Crestron	FP-G1-B-T	Faceplate, 1-Gang, Black	\$8.00	\$32.00
1	Crestron	CEN-CI3-3	3-Series Card Interface - 3 Slot	\$1,200.00	\$1,200.00
1	Crestron	C3COM-3	3-Series™ Control Card – 3 COM Ports	\$467.00	\$467.00

Qty	Manufacturer	Part No.	Description	Unit Price	Extended Price
2	Crestron	C3IO-16	I/O Control Card	\$500.00	\$1,000.00
2	Crestron	DM-NVX-350	DM 4K HDR Encoder/Decoder	\$1,200.00	\$2,400.00
1	Crestron	DM-NVX-350C	DM 4K HDR Encoder/Decoder Card	\$1,200.00	\$1,200.00
1	Crestron	FR2-1200-ELEC-B	Lectern Cable Enclosure, Custom, (2) AC Outlet, (1) HDMI Retractor, (1) CAT-6 Retractor, (1) USB A/C Charger, Black	\$1,600.00	\$1,600.00
1	Crestron	HD-DA2-4KZ-E	1x2 HDMI Distribution Amplifier	\$267.00	\$267.00
2	Crestron	DGE100	Graphics Generator	\$1,250.00	\$2,500.00
1	ELO	E155834	Touch Panel, 10.1"	\$408.00	\$408.00
1	ELO	E160104	Table-Top Stand	\$122.00	\$122.00
1	Middle Atlantic	RM-KB-LCD17HD	17" Rack Display, Keyboard, Mouse	\$2,282.00	\$2,282.00
1	Middle Atlantic	MRK-4426	44 Space (77"), 26" Deep Gangable Rack with Rear Door, Black	\$984.00	\$984.00
1	Middle Atlantic	MW-4QFT-FC	Fan Top w/ Controller, 220 CFM	\$578.00	\$578.00
2	Middle Atlantic	PDT-1615C-NS	16 Outlet, Single 15A Circuit Power Strip	\$144.00	\$288.00
1	ATEN	CS-17916	KVM, 16-Port, Rack Mount	\$1,319.00	\$1,319.00
1	IMS	CUSTWPLT1	Custom HDMI Input Plate, 1-G, Decora, Black	\$72.00	\$72.00
1	IMS	CUSTHWPLT2	Custom HDMI & USB Input Plate, 1-G, Decora, Black	\$90.00	\$90.00
1	IMS	CUSTHWPLT3	Custom Service Plate, 1-G, 1-RJ45, Decora, White	\$72.00	\$72.00
1	IMS	MISC	Miscellaneous Rack Components	\$250.00	\$250.00
1	IMS	MISC	Miscellaneous Installation Materials	\$750.00	\$750.00
Equipment Added Total					\$44,254.00
Equipment Total					\$36,031.00