

**FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND COM-STRAT, LLC**

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 Com-Strat, LLC, a California limited liability company ("Consultant").

WHEREAS, on March 3, 2020, 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 services and increase the not to exceed amount.

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 Implementation Support and Project Management services to the scope of work. Exhibit "A-1" is attached hereto and incorporated by reference. Consultant perform all services described in Exhibits "A" and "A-1".
2. Compensation. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to increase Consultant's limit on compensation to \$70,760. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A" and "A-1".
3. 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 6th day of April, 2021.

CITY OF REDONDO BEACH,
a chartered municipal corporation

COM-STRAT, LLC,
a California limited liability company

William C. Brand, 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-1"
SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall perform the following duties to assist the City in replacing its Local Area Network ("LAN") and Wireless LAN ("WLAN") switching and routing infrastructure (collectively the "Project").

Implementation Support and Project Management

1. Provide a kickoff meeting about the deployment plan and installation schedule.
2. Provide Project planning and deployment strategy workshops.
3. Review Consultant's Project plan with all Consultant and City resources accounted for, establish dependencies, and update and manage the Project Plan.
4. Perform site walkthrough and final design review.
5. Provide Radio Frequency Assessment and Wireless Access Point placement recommendations review.
6. Provide access Switch Implementation and Configuration Workshops.
7. Provide Core/Data Center Implementation and Configuration Workshops.
8. Provide Security Implementation and Configuration Workshops.
9. Provide WAN/CDMA Fiber integration workshop.
10. Provide LAN and Wireless Management Workshops.
11. Provide Wi-Fi Implementation, Configuration and Deployment.
12. Provide Deployment/Cut Coverage Workshops.
13. Review and amend Vendor provided User Acceptance Test ("UAT") plan.
14. Prepare communication plan to end user community to improve Project acceptance, and prepare at least four communications (email, company meeting).
15. Participate in UAT and failover testing according to UAT test plan and provide minor remediation as required.
16. Perform system cutover.

17. Perform system cutover coverage.
18. Manage Punch List and Remediation.
19. Provide Project close out, manage Vendor's system acceptance process and project close-out, review as-built documentation, and final exception lists. Provide a lessons learned meeting.
20. Participate in weekly planning meetings.
21. Draft and respond to miscellaneous emails; Project manage and follow up weekly.
22. Prepare weekly meeting notes.

EXHIBIT "C-1"
COMPENSATION

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

- A. **AMOUNT.** Consultant shall be paid in accordance with the schedule set forth below.

Task	Hourly Rate	Not to Exceed Hours	Not to Exceed Cost
Implementation Support and Project Management	\$175.00	183	\$32,025
Travel			\$3,000
Implementation Support and Project Management Not to Exceed Amount			\$35,025
Not to Exceed Amount Under Original Agreement			\$35,735
Total Not to Exceed Amount			\$70,760

Travel includes potential air, hotel, ground, and parking. There are no mileage charges that apply. Consultant shall invoice on exact costs with cumulative receipts not to exceed a total of \$3,000.00.

City will reimburse expenses incurred by Consultant; provided that, the following conditions are met.

1. Expenses are reasonable.
2. Expenses are billed at cost.
3. Consultant provides receipts to the City.
4. Expenses are incurred in the course of Consultant's duties described herein.
5. Consultant obtains written approval from the City prior to incurring the expense.

In no event shall the total compensation, including travel and expenses exceed the following amounts.

- B. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the hourly rate, number of hours, service, and expenses incurred. Receipts for expenses shall be attached to the invoice. Invoice must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City.

- C. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty days of City's receipt of Consultant's monthly invoice; provided that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.
- D. **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: COM-STRAT, LLC
1222 Grandview Rd
Sebastopol, CA 95472
Attention: Chuck Vondra, Sr. Consultant, Principal

City: City of Redondo Beach
Information Technology Department
415 Diamond Street
Redondo Beach, CA 90277
Attention: 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.