

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

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("First Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and MacKay Meters, Inc. a Florida corporation, whose corporate headquarters is located at 1342 Abercrombie Road, New Glasgow, Nova Scotia, Canada B2H 5C6 (hereinafter called "MacKay" or "Contractor").

WHEREAS, on April 21, 2020, the parties originally entered into the Agreement for Project Services between the City and Consultant (the "Agreement"); and

WHEREAS, the volume of products to be purchased has been determined to exceed that originally anticipated when the Agreement was executed; and

WHEREAS, therefore, the parties desire to amend Exhibit "A" to reflect the purchase of the MacKay Tango, an additional product; and

WHEREAS, the parties desire to increase Contractor's total compensation by executing Exhibit "C-1"; and

WHEREAS, the parties seek to correspondingly extend the term of 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 amendment to the Agreement:

1. **SCOPE.** Exhibit "A" of the Agreement is hereby amended to add the MacKay Tango multi-space parking pay station. It shall be inserted after the mkBeacon section on page 10. Exhibit "A" of the Agreement shall reflect this change made pursuant to the execution of this First Amendment. The remaining provisions of Exhibit "A" shall remain unchanged and in full force and effect.
2. **TERM.** Exhibit "B" of the Agreement is hereby amended to amend the term of the Agreement to not expire until November 15, 2023. Exhibit "B" is further amended to allow three (3), two-year (2-year) extensions by written agreement of the parties. This First Amendment shall reflect Exhibit "B-1" which is attached hereto and incorporated by reference.
3. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1", which shall increase the limit for the total compensation paid to Contractor.

Exhibit "C-1" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A" of the Agreement in accordance with Exhibit "C-1". The remaining provisions of Exhibit "C" shall remain unchanged and in full force and effect.

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 prevail.

SIGNATURES FOLLOW ON NEXT PAGE

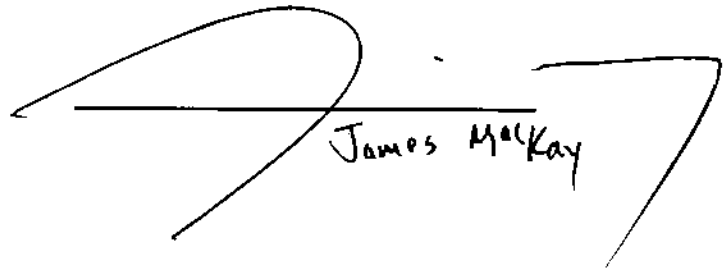
IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 16th day of November, 2021.

CITY OF REDONDO BEACH

MACKAY METERS, INC.

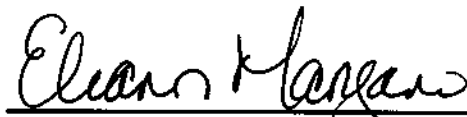


William C. Brand, Mayor



James McKay

ATTEST:



Eleanor Manzano, City Clerk

APPROVED:



Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney

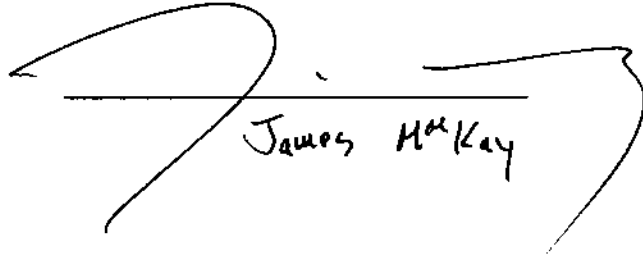
IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 16th day of November, 2021.

CITY OF REDONDO BEACH

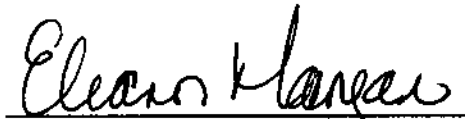


William C. Brand, Mayor

MACKAY METERS, INC.



ATTEST:



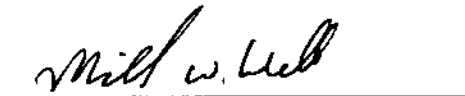
Eleanor Manzano, City Clerk

APPROVED:



Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney

EXHIBIT "B-1"
SCHEDULE OF PERFORMANCE

TERM. The term of this Agreement shall commence on November 16, 2021 and continue until November 15, 2023, unless otherwise terminated as herein provided. The Agreement may be extended for three (3), two-year (2-year) extensions by written agreement of the parties.

EXHIBIT "C-1"

COMPENSATION

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

A. AMOUNT. The total new not to exceed amount for the term of this Agreement and any extensions entered into under this Amendment shall not exceed \$716,000. The additional quantities and descriptions are found in table below (Table: First Amendment Additional Equipment).

Contractor shall be paid in accordance with the following schedule:

Qty	Description	Price Each	Total
62	mkBeacon™ Wireless solar powered meter (includes new vaults, coin cans, locks and keys)	\$500.00	\$31,000.00
241	Dual space mkBeacon™ Wireless solar powered meter (includes new vaults coin cans, locks and keys) - <i>OPTIONAL (in place of 2 single space units)</i>	\$700.00	\$168,700.00
1	On-site training in meter use, collections, maintenance, best practices; set-up and use of Sentinel / mkAnalytics	\$4,500.00	\$4,500.00
303	Installation - <i>OPTIONAL (can be done by City staff)</i>	\$20.00/meter	\$6,060.00
303	Shipping/meter (Assuming quantity of 303)	\$7.00	\$2,121.00
	TOTAL (excluding sales and use taxes)		\$212,381.00

Hosted Remote Monitoring and Notification Service for MacKay mkBeacon™ Including Credit Card Payment Gateway and Cellular Communications

MacKay will supply a hosted system for performing parking management functions. The Parking Management System will include:

- Sentinel™ MMS, used to remotely monitor the on-street status of the **mkBeacon or mkBeacon dual space or Tango** operations and notify the City of any alerts. Also, Sentinel can generate a variety of reports on the information downloaded periodically each day from the **mkBeacon or mkBeacon dual space or Tango** over the wireless Cellular network.
- Cellular communications for each meter that allow for data to flow to Sentinel™ MMS or for credit card authorizations through CreditCall Ltd.
- Credit card transaction fees

The standard fee for these hosted services, including the cellular communications and the credit card gateway services is as follows:

Option	Description	Quantity	Monthly Fee per terminal	Fee per credit card transaction
1	mkBeacon single space meter	1	\$6.00	\$0.00
2	mkBeacon dual space meter	1	\$10.00	\$0.00
3	Tango pay station	1	\$50.00	\$0.00

Account Setup Fees Payable for Services

1. City shall pay the following set up fees:

- a) Merchant ID set up fee (including unlimited MacKay multi-space parking meters at

time of Merchant ID set up and if applicable one WebMIS Login account):

\$295 per Merchant ID

(WebMIS Terms & Conditions can be found on WebMIS website)

b) Terminal set up fee (only applies when added to an existing Merchant ID):

\$15 per MacKay Terminal

c) Additional WebMIS Login account fee (only applies when added to an existing WebMIS Login):

\$100 per account

PAY BY CELL PRICING – ADD TIME TO METER (OPTIONAL)

Pricing for Pay by Cell solutions (see Pay by Cell solutions) are outside of the scope of this response and are the City's choice and responsibility to negotiate. However, the mkBeacon™ / mkBeacon™ 2-Bay has the ability to show time on the meter when time is purchased from a cell phone. The fees for having Pay by Cell time shown on the meter are as follows:

Pay By Cell Time Added to Meter
\$0.10 per cell transaction

EXTENDED WARRANTY (OPTIONAL)

Warranty Description	Warranty Price
1 Year Standard Warranty	Incl.
2nd Year Warranty	Incl.
3rd Year Warranty	\$40.00
4th Year Warranty	\$40.00
5th Year Warranty	\$40.00

- A. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices indicating the delivery locations, products and quantity delivered, during the prior month to the City for approval and payment. 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.
- B. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within thirty (30) days of receipt of the monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction.
- C. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor:

MacKay Meters, Inc.
1342 Abercrombie Road,
New Glasgow, Nova Scotia B2H 5E3
Canada
Attention: James Mackay

City:

City of Redondo Beach
401 Diamond Street
Redondo Beach, CA 90277
Attention: Andrea Delap

First Amendment Additional Equipment:

QTY	Description	Price Each	Total
36	mkBeacon™ Wireless solar powered meter (includes new vaults, coin cans, locks and keys)	\$500.00	\$18,000
85	Dual space mkBeacon™ Wireless solar powered meter (includes new vaults coin cans, locks and keys) – <i>OPTIONAL (in place of 2 single space units)</i>	\$700.00	\$59,500
6	Tango Pay Stations	\$5995.00	\$35,970

	TOTAL (excluding shipping sales and use taxes)		\$116,470
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All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery. Notice of rate changes or distribution changes must be sent by 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.