

**FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH AND COMMLINE, 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 Commline, Inc., a California corporation (hereinafter "Commline" or "Contractor").

WHEREAS, on March 15, 2022, the parties originally entered into the Agreement for Project Services between the City and Contractor (the "Agreement");

WHEREAS, the City desires to integrate additional dispatch position hardware and software as quoted on April 26, 2024, into the Agreement;

WHEREAS, the parties desire to incorporate the new pricing quotation dated April 26, 2024, into the Agreement;

WHEREAS, the parties desire to update the notice provisions; 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 to the Agreement:

1. **SCOPE OF SERVICES.** Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1" to include the integration of additional dispatch position hardware and software. Exhibit "A-1" is attached hereto and incorporated by reference.
2. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1", increasing the Contractor's compensation limit by \$36,326.24, setting a new limit of \$401,017.24. Exhibit "C" is further amended to update the notice provisions. Exhibit "C-1" is attached hereto and incorporated by reference.
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 agreements 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.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 6th day of August, 2024.

CITY OF REDONDO BEACH
a chartered municipal corporation

COMMLINE, INC
a California corporation

James A. Light, 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"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONTRACTOR'S DUTIES

Contractor shall provide the equipment and related services as provided in the quote dated April 26, 2024, which is attached to and incorporated into Exhibit "C-1".

EXHIBIT "C-1"

COMPENSATION

- A. **AMOUNT.** Contractor shall be paid the additional amount of \$36,326.24 in accordance with the attached quote. However, in no event shall the total amount paid to the Contractor under the Agreement, including any of its amendments, exceed \$401,017.24.
- B. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices indicating the description of any services performed, date of delivery, delivery locations, products, and quantity delivered, unit price, subtotal amount, and the total amount 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.
- C. **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.
- 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: Commline, Inc.
13700 Cimarron Avenue
Gardena, CA 90249
Attention: Victor Bowers
Email: victor.bowers@commline.com

City: City of Redondo Beach
401 Diamond Street
Redondo Beach, CA 90277
Attention: Jason Kilpatrick, Communications Manager
Email: jason.kilpatrick@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.