

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND COM-STRAT, LLC

This Third Amendment ("Amendment No. 3") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Com-Strat, LLC, a California limited liability company ("Contractor") (collectively, the "Parties") is hereby entered into as of this 4th day of May, 2016 ("Effective Date").

RECITALS

- A. On May 23, 2014, the City and Contractor entered into an agreement for professional services for the Contractor to provide telecommunication consulting services, which agreement was amended by that certain Amendment No. 1 dated May 5, 2015 and Amendment No. 2 dated November 19, 2015 (as amended, the "Agreement").
- B. The Parties now desire to amend the Agreement to enable Contractor to provide additional specified services to the City, and to allow the City to provide compensation for the services provided.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Section 1. The Scope of Work set forth in Contractor's Addendum #3, which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby added to the Scope of Services attached to the Agreement as Exhibit A. In the event of any conflict between Addendum #3 and the Agreement (as modified by this Amendment No. 3), the provisions of the Agreement (as modified by this Amendment No. 3) shall control.

Section 2. The maximum compensation authorized by Section 4(a) of the Agreement is hereby increased by \$4,705, being the amount necessary to pay for the work specified in Addendum #3.

Section 3. Except as specifically amended by this Amendment No. 3, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 3 on the day and year first shown above.

CITY OF MANHATTAN BEACH

COM-STRAT, LLC (CONTRACTOR)

By: _____

Name: Mark Danaj

Title: City Manager

By: Ch Wondra

Name: Charles W. Wondra

Title: Managing Member

ATTEST:

By: _____

Name: Liza Tamura

Title: City Clerk

APPROVED AS TO FORM:

By: Qm Barrow

Name: Quinn M. Barrow

Title: City Attorney

APPROVED AS TO CONTENT:

By: _____

Name: Bruce Moe

Title: Finance Director

EXHIBIT A

ADDENDUM # 3

This agreement is between Communication Strategies (Com-Strat, LLC) and the City of Manhattan Beach for the purpose of technology consulting services.

SCOPE OF WORK:

1. Follow up Telco Work from Phone System installation
 - a. Resolve PRI failover/overflow, and implement E911 with Emergency Line Identification Numbers
2. Place and manage DID port and disconnect orders with Telco Provider(s) and ensure services stop billing. In order to get maximum return with minimal risk, Com-Strat recommends the following action plan.
 - a. Turn off the City old Mitel phone system to see if any line, fax or modem went dead. If that happens those lines can be toned down and moved to the ShoreTel on an analog station for outbound calling.
 - b. Leave lines that Com-Strat (#1) identifies as needed to keep (as is and untouched).
 - c. Place an order to convert all phone numbers that: (#2) Com-Strat can identify and confirmed not needed, (#3) cannot identify but confirmed not needed, to a DID (Direct In Dial) number on the new phone system. This will effectively disconnect the analog line that the City is paying, but allow Manhattan Beach to retain ownership of the line.
 - d. If any analog devices stop working after the conversion to DID, Manhattan Beach can have Packet Fusion connect the device to an analog port on the ShoreTel. Alternately, Manhattan Beach could have Frontier/Verizon or another carrier convert that 1 DID number back to an analog line.
 - e. Confirm that Frontier/Verizon stops billing the City for the lines disconnected by way of the DID conversion. Telephone companies are infamous for billing for services that have been terminated.

FEES:

\$4,705

TERMS:

All local travel and normal expenses are included in our hourly rate. Communication Strategies will submit invoices monthly for work performed and payment is net 30 days. The hours quoted are not to exceed figures, and are expected (but not guaranteed) to fulfill the Scope of Work proposed.