

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND COM-STRAT, LLC**

This First Amendment ("Amendment No. 1") 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 _____ day of _____, 2015 ("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 ("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. Phase 4 – Project Management, as set forth in Contractor's Proposal for Technology Consulting Services 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. The fee schedule included in Contractor's Proposal is hereby added to Exhibit B (Consideration) to the Agreement. In the event of any conflict between Contractor's Proposal and the Agreement (as modified by this Amendment No. 1), the provisions of the Agreement (as modified by this Amendment No. 1) shall control.

Section 2. Section 4(a) of the Agreement (Compensation) is hereby amended to read as follows:

"City agrees to pay Contractor in accordance with the fee schedule attached hereto as Exhibit B. Except as otherwise stated in subsection (c) below, in no event shall the Contractor be paid more than \$45,880 during the term of this Agreement."

Section 3. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

CITY OF MANHATTAN BEACH

COM-STRAT, LLC (CONTRACTOR)

By: _____
Mark Danaj, City Manager

By: CS Wondch
Its: Managing Member

ATTEST:

Liza Tamura, City Clerk

APPROVED AS TO FORM:

Qm Barrow
Quinn M. Barrow, City Attorney

EXHIBIT A

Proposal for Technology Consulting Services – Phase 4

EXHIBIT A



Project Overview

The City of Manhattan Beach is in the process of completing their analysis to procure a new VoIP system to replace their existing Mitel PBX system with a new system that will continue to provide them with current VoIP features and enhanced technology solutions that are important to the City. The City of Manhattan Beach would like to procure additional services from Communication Strategies to assist them during the Project Management and Implementation cycle of their new solution.

Phase 4 – Project Management

Once the ultimate solution has been identified, Communication Strategies is available to act as project manager to insure a successful installation. This would include coordination with all vendors and client personnel. We will conduct weekly status meetings and prepare detailed meeting notes to be



distributed to the team. We will supervise all database collection and system programming. We will create a detailed project plan as well as installation testing and acceptance criteria. Communication Strategies has managed hundreds of similar projects over the years and possesses the experience, processes and depth to ensure the project's success.

Communication Strategies will assign one Project Manager (PM) and one Principal In Charge (PIC). The PM will be responsible for day to day activities and all client deliverables. The PIC's role will be to manage SOW change issues, escalation issues and to serve as a resource and backup to the PM.

The **Project Management phase** could include the following:

- Negotiate pricing and terms with selected vendor for initial and subsequent pricing issues (add-ons, maintenance, and future offices).
- Review contract documentation
- Place all Telco orders for new services
- Manage collection of all system database issues
- Provide system environmental requirements to appropriate parties
- Develop equipment room layouts
- Develop business continuity plan
- Conduct periodic vendor status meetings (weekly as a minimum)
- Coordinate user training
- Supervise system installation
- Develop system testing program
- Supervise cutover coverage
- Prepare and follow up on vendor punch list
- Assist in liquidation of existing hardware

Itemized Scope of Work

Communication Strategies has completed Phases 2 through 3 of their previously proposed technology consulting services. The City of Manhattan Beach has decided to move forward with the project and wishes to retain the services of Com-Strat for the additional Phase 4.

Phase 4	Project Management Tasks	Quantity	Hours	Net Hours
4.01	Evaluate contract, Terms and Conditions, and Scope of Work for industry best practice and project requirements	1	6	6
4.02	Manage Customer Legal Approval and Purchasing Process - if required	Optional	6	TBD
4.03	Vendor kickoff meeting - deployment plan, installation schedule	1	4	4
4.04	Prepare formal project plan with all vendor and Client resources accounted for, establish dependencies, update & manage	Vendor to manage	8	TBD
4.05	Develop business continuity plan	1	4	4
4.06	Telco design, order and follow up on carrier services	3	8	24
4.07	VoIP Readiness remediation PM - cabling, VLANs, power, LAN, WAN, etc.	1	4	4
4.08	LAN/QoS Design Workshops	2	3	6
4.09	Telephony Design Workshops (Call coverage, template design, features, class of service, restrictions, dial plan)	2	2	4
4.10	ACD Design Workshop and follow up (call flows, reporting requirements, agent and supervisor functionality)	2	4	8
4.11	Workshops and PM for complex Multimedia Contact Center, IVR, Database Integration, Recording	NA	8	TBD
4.12	Workshop to design Advanced Unified Communications (Instant Messaging, Presence, Collaboration, etc.)	2	4	8
4.13	Complete cutsheets with user and phone details	Client IT to perform	24	TBD
4.14	Review final call flow documentation, and cut sheets prior to database freeze	1	2	2
4.15	Create and develop User Acceptance Test (UAT) plan (VoIP, failover)	1	4	4
4.16	Assist in training format, scheduling, reviewing training materials	4	1	4
4.17	Communication plan to end user community to improve project acceptance	2	1	2
4.18	Review, remediate Vendor executed VoIP QoS readiness assessment	2	2	4

4.19	Participate in UAT and failover testing according to UAT test plan and minor remediation as required	2	3	6
4.20	Plan cut coverage trouble ticket response and escalation	1	2	2
4.21	System cutover	1	8	8
4.22	System cutover coverage	3	8	24
4.23	Manage post install punch list and remediation	Vendor to manage	8	TBD
4.24	Assist in liquidation of existing hardware	1	2	2
4.25	Project close out - manage Vendor's system acceptance process and project close-out, review as-built documentation, and final exception lists. Lessons learned meeting.	2	2	4
4.26	Participate in weekly planning meetings (per week)	16	1	16
4.27	Miscellaneous emails, PM and follow up - weekly	16	2	32
4.28	Prepare weekly meeting notes	Vendor to manage	1	TBD
Phase 4 Total				178
Grand Total				178

Phase	Scope of Work	Net Hours	Total
Phase 4	Project Management	178	\$32,930.00
Phase 5	Consulting Support Plan ²	TBD	TBD ²
Grand Total		178	\$32,930.00

² Consulting Support Plan is available as an option at the end of the project.