

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND COM-STRAT, LLC**

This Second Amendment ("Amendment No. 2") 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 19th day of November, 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, which agreement was amended by that certain Amendment No. 1 dated May 5, 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. Phase 5 – Telco Circuit Analysis, as set forth in Contractor's Proposal for Technology Consulting Services dated 10/8/2015, 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. 2), the provisions of the Agreement (as modified by this Amendment No. 2) 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. In no event shall the Contractor be paid more than \$62,160 during the term of this Agreement."


Section 3. Except as specifically amended by this Amendment No. 2, 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: 
Its: Charles N. Vanden
Managing Member
11/19/2015

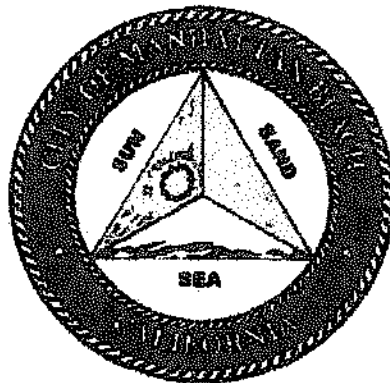
ATTEST:
 12-7-15
Liza Tamura, City Clerk

APPROVED AS TO FORM:


Quinn M. Barrow, City Attorney

Proposal for Technology Consulting Services

For



Presented to:

The City of Manhattan Beach

Chuck Vondra
Sr. Consultant, Managing Principal
(707) 963-5418
Chuck@com-strat.com

Dennis Bell
Sr. Consultant/Project Manager
(408) 476-8291
Dennis@com-strat.com

The City of Manhattan Beach wishes to procure additional consulting services from Communication Strategies to assist them with analyzing their existing 137 analog (102 CentraNet and 35 1MB) lines from Verizon. The City needs to assess which line services can be retained or modified to support their new telephone system design and deployment. The City also wishes to assess which line services can be modified or cancelled to reduce monthly spend.

Task	Telco Circuit Analysis	Quantity	Hours	Net Hours
5.00	Telco billing and USOC analysis of CentraNet circuits and 1MB lines	1	32	32
5.01	ID existing numbers based on City's current knowledge of what is working today and what function or service it is providing.	Not to Exceed T&M Estimate of Effort	24	24
5.02	Finalize with Verizon (carrier) to determine physical termination addresses of circuits in question	1	4	4
5.03	Review with customer to assist with final results and determine if disconnects will be business affecting	1	4	4
5.04	Place disconnect orders with Telco and manage to ensure services stop billing (following 80/20 rule)	1	24	24
5.05	Place disconnect and change orders with Telco for lower cost or complex orders	Optional	T&M	T&D
			Total	88

Addendum #2 for Technology Consulting Services

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:

Phase 5 as described above

FEES:

88 Hours at \$185.00 per hour for a total of: \$16,280.00

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.

ACCEPTANCE

The City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

Com-Strat, LLC
1176 Starr Ave.
St. Helena, CA 94574

Name: *[Signature]*
William Emvace

Title: I.S. Manager

Date: 10/1/2015

Name: *[Signature]*
Charles W. Vondre

Title: Managing Member

Date: 11-23-15