



Office of
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May 5, 2020

Mr. Henry P. Unger, President
Hitech Systems, Inc.
16030 Ventura Blvd. Suite 250
Encino, CA 91436-3716

Re: Letter Agreement for Partial Payment of Invoice Upon Agreement to Quarterly Billing and Clarification of Contract Terms

Dear Mr. Unger:

My name is Jillian Martins and I am the Senior Deputy City Attorney for the City of Redondo Beach. I am writing to outline the verbal agreement reached between Davya Lapidus and I on Friday, February 7, 2020. My signature indicates that this agreement is my true and complete recollection of the oral agreement. However, the letter agreement is effective upon execution by the parties' signatory officials on page 3.

THIS LETTER AGREEMENT (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Hitech Systems, Inc. dba Pulsiam, a California Corporation ("Pulsiam") hereinafter collectively ("the Parties").

The Parties agree that Pulsiam invoice number 7355, dated June 10, 2019, in the amount of \$153,516.78, is the amount owed by the City to Pulsiam for the maintenance of the software that Pulsiam has provided the City for the period from July 1, 2019 through June 30, 2020.

The Parties agree that the amount of \$115,137.59, representing the period from July 1, 2019 through March 31, 2020 for invoice 7355, shall be remitted by the City to Pulsiam within thirty (30) calendar days upon execution of this letter agreement by the Parties but no later than May 31, 2020.

As the City intends to stop using Pulsiam's software sometime on or after July 1, 2020, the City desires to pay Pulsiam on a quarterly basis for the quarters commencing July 1, 2020. Pulsiam agrees that the City will be provided with quarterly invoices for the City's use of Pulsiam's system beginning with the quarterly period of July 1, 2020 through September 30, 2020. Pulsiam further agrees that it will provide such invoice to the City at least thirty (30) days prior to July 1, 2020 to allow the City Council ample time to approve both the quote and the payment.

The Parties agree that they will draft and execute a Second Amendment to Master License Agreement Number SN93110111-0, amending the appropriate provisions regarding quarterly billing and term. The Second Amendment will also contain notice provisions, providing a written 30-day notice period in which Pulsiam will be notified of the City's intent to either (1) continue the services for an additional quarter, or (2) terminate at the expiration of the current invoice period.

Upon the execution of the Second Amendment to Master License Agreement Number SN93110111-0, the City will remit the remaining balance of Invoice No. 7355 to Pulsiam within thirty (30) calendar days or as soon as practicable given the City Council meeting schedule.

City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Pulsiam warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Pulsiam.

Time is of the essence of this Agreement.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 5th day of May, 2020.

CITY OF REDONDO BEACH

PULSIAM

William C. Brand, Mayor

DocuSigned by:
Henry P. Unger
By: _____
Name: Henry P. Unger
Title: President

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:
Jill Buchholz

Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney