

**FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND CATAPULT SYSTEMS, LLC**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Catapult Systems, LLC, a Texas limited liability company ("Consultant").

WHEREAS, on October 15, 2019, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to add services, extend the term, and increase the not to exceed amount.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. Scope of Services. Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1", which adds Microsoft related services. Exhibit "A-1" is attached hereto and incorporated by reference. Consultant perform all services described in Exhibits "A" and "A-1".
2. Schedule for Completion. Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to December 31, 2022. Exhibit "B-1" is attached hereto and incorporated by reference. Consultant shall continue and complete all services described in Exhibits "A" and "A-1" of the Agreement in accordance with the schedule set forth in Exhibit "B-1".
3. Compensation. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to increase Consultant's limit on compensation to \$34,000. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A" and "A-1".
4. 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 agreement 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.

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 16th day of March, 2021.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:

William C. Brand

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William C. Brand, Mayor

CATAPULT SYSTEMS, LLC,
a Texas limited liability company

DocuSigned by:

Jim Booth

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By:

Name:

Jim Booth

Title:

Regional VP

ATTEST:

DocuSigned by:

Eleanor Manzano

72F2AC716C214CF...

Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:

Diane Strickfaden

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Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:

Michael W. Webb

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Michael W. Webb, City Attorney

EXHIBIT "A-1"

SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall perform the following services.

- A. Assist with the configuration, troubleshooting, updating, upgrading and new service implementation of Microsoft Active Directory, Azure, Exchange and Office 365.
- B. Provide security assessment of Microsoft Office 365, present assessment findings, conduct security workshop and provide assessment written report.
- C. Provide bucket of hours to assist with other Microsoft related software and services as needed.

EXHIBIT “B-1”

SCHEDULE FOR COMPLETION

TERM: The term of this Agreement shall be extended to December 31, 2022 (“Term”), unless otherwise terminated as herein provided.

EXHIBIT "C-1"

COMPENSATION

Provided Consultant is not in default under this Agreement, Consultant shall be compensated as provided below.

- A. **AMOUNT.** Consultant shall be paid an hourly rate of \$164.91 for the services described herein. In no event, shall the total amount paid to Consultant, including all amounts paid for services under the Agreement, exceed \$34,000.
- B. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment. Invoices must indicate the services performed, dates of service, hours worked, and the hourly rate. Invoices must also be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
- C. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of the invoice; provided, however, that services are performed to the City's full satisfaction.
- D. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant. Catapult Systems, LLC
 1221 South MoPac Expressway, Suite 350
 Austin, TX 78746
 Attn: Tony Sciacca, Senior Account Executive

City. City of Redondo Beach
 Information Technology Department
 415 Diamond Street
 Redondo Beach, CA 90277
 Attn: Chris Benson, Information Technology Director

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. 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.