

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

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Second 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, on March 16, 2021, the parties entered into the First Amendment to the Agreement for Consulting Services between the City and Consultant (the "First Amendment") to add Microsoft related services, extend the Agreement to December 31, 2022, and increase the total compensation limit to \$34,000; and

WHEREAS, the parties desire to amend the Agreement.

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. Exhibits "A" to "A-1" of the Agreement are hereby amended to add Exhibit "A-2", which provides assistance with Active Directory Federation Services, Microsoft 365 Identity, and Azure Identity, and other Microsoft related technologies, and provide staff engagements. Consultant shall perform all services described in Exhibits "A" to "A-2".
2. Schedule for Completion. Exhibits "B" to "B-1" of the Agreement are hereby amended to add Exhibit "B-2", which extends the Agreement to June 30, 2023. Exhibit "B-2" is attached hereto and incorporated by reference. Consultant shall continue and complete all services described in Exhibits "A" to "A-2" of the Agreement in accordance with the schedule set forth in Exhibit "B-2".
3. Compensation. Exhibits "C" to "C-2" of the Agreement are hereby amended to add Exhibit "C-2" to increase the hourly rate to \$181.17 and increase Consultant's compensation limit to \$50,000. Exhibit "C-2" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A" to "A-2".
4. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, and this Second 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, First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 7th day of June 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

CATAPULT SYSTEMS, LLC,
a Texas limited liability company

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A-2"

SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall provide the following services.

1. Provide information technology Consultant V per Catapult GSA schedule to assist with the configuration, troubleshooting, updating, upgrading and new service implementation of Active Directory Federation Services, Microsoft 365 Identity, and Azure Identity, and other Microsoft related technologies.
2. Staff engagements within two to four weeks of receipt of a copy of this executed amendment.

EXHIBIT “B-2”

SCHEDULE FOR COMPLETION

TERM: The term of this Agreement shall be extended to June 30, 2023 (“Term”), unless otherwise terminated as herein provided.

EXHIBIT "C-2"

COMPENSATION

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

1. **AMOUNT.** Consultant shall be paid an hourly rate of \$181.17 for the services described herein. Consultant acknowledges that the hourly rate is pursuant to the federal cooperative purchasing agreement GSA Contract GS-35F0613W. In no event shall the total compensation paid to Consultant exceed \$50,000.
2. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment in accordance with GSA Contract GS- 35F0613W. 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.
3. **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 reasonable satisfaction.
4. **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.