

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 FIRST AMENDMENT TO AGREEMENT NO. 34879

2 **34879**

3 THIS FIRST AMENDMENT TO AGREEMENT NO. 34879 is made and  
4 entered, in duplicate, as of December 17, 2018, for reference purposes only, pursuant to  
5 a minute order adopted by the City Council of the City of Long Beach at its meeting on  
6 December 4, 2018, by and between TMG UTILITY ADVISORY SERVICES, INC. DBA  
7 TMG CONSULTING, INC., a Texas corporation ("Consultant"), with a place of business at  
8 388 Feathergrass Drive, Buda, Texas 78610, and the CITY OF LONG BEACH, a municipal  
9 corporation ("City").

10 WHEREAS, City and Consultant (the "Parties") entered into Agreement No.  
11 34879 (the "Agreement") whereby Consultant agreement to provide services for the  
12 implementation of payment processing services; and

13 WHEREAS, the City has a need for project management services and  
14 support for the implementation of Long Beach COAST, the City's new Enterprise Resource  
15 Planning System; and

16 WHEREAS, the Parties desire to attach an additional scope of work, add  
17 \$275,000, and identify Consultant's new key employee;

18 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
19 conditions herein contained, the Parties agree as follows:

20 1. Section 1.A of the Agreement is hereby amended to read as follows:

21 "A. Consultant shall furnish specialized services more particularly  
22 described in Exhibit "A", attached to this Agreement and incorporated by this reference, in  
23 accordance with the standards of the profession, and City shall pay for these services in  
24 the manner described below, not to exceed Five Hundred Thirty-Eight Thousand One  
25 Hundred Dollars (\$538,100), at the rates or charges shown in Exhibit "B"."

26 2. The Scope of Work in Exhibit "A" to the Agreement is hereby amended  
27 to include additional services more particularly described in Exhibit "A-1", attached hereto  
28 and incorporated by this reference.

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3. Consultant's key employee in Exhibit "E" to the Agreement is hereby amended in accordance with Exhibit "E-1", attached hereto and incorporated by this reference.

4. Except as expressly modified herein, all of the terms and conditions contained in Agreement No. 34879 are ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

TMG UTILITY ADVISORY SERVICES, INC. DBA TMG CONSULTING, INC., a Texas corporation

2/8/2019  
~~2018~~

By [Signature]  
Name Tim Arnesen  
Title PRESIDENT

\_\_\_\_\_, 2018

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**Tom Modica**  
**Assistant City Manager**

"Consultant"

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

CITY OF LONG BEACH, a municipal corporation

2/20/2019  
~~2018~~

By [Signature]  
City Manager

"City"

This First Amendment to Agreement No. 34879 is approved as to form on

Feb. 11, 2019  
~~2018~~

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

# EXHIBIT “A-1”

Additional Scope of Work



## Scope of Work

TMG Utility Advisory Services Inc. ("TMG") will provide the City of Long Beach, California ("CLB") with Project Management Services for the ERP Project for an interim period to determine longer term approach to Project Management.

TMG Project Management (PM) will provide project management services for the City's LB COAST implementation project that includes Tyler Technologies and other system components. The timeframe is currently limited, but the work scope is broad to include all functions of project management with a few that may be managed or assisted in Management by TID. Anticipated exceptions (may change):

- Negotiation of the Tyler contract and its amendments (but scope does include making recommendations)
- Actual acquisition of additional resources

Project management responsibilities include, but are not limited to:

- Managing project overall project activities and staff on a day-to-day basis
- Being aware of and familiar with all the resources on the project
- Understanding the resources needed for timely and successful implementation or needed for successful implementation if go-live must be changed to reasonably ensure success
- Managing resources and realigning resources
- Maintain and manage a project plan and schedule (likely not in standard format due to previous history of project and requirements of Tyler contract.)
- Ensure work assignments are consistent with the project plan and schedule and the needs of the project.
- Ensuring project coordination
- Managing the people and resources
- Coordinating with City Departments with respect to other related projects that may share resources
- Providing a clear identification of any additional resources needed that hopefully are in line with the type of resources the City can provide
- Support for the coordination committee/focus team process, as long as it is a productive and best approach for the situation. Make changes as appropriate if it is not.
- Provide appropriate updates to Project Sponsor and Steering Committee
- Ensure project teams work well both individually and together and share information, etc. (Should happen as part of coordination committee and focus team approaches)
- Determine the best way to track and manage work and project status given the current nature and status of the project does not have all the traditional information of a standard major project.
- Work to ensure an effectively functioning team.
- Evaluate and monitor performance of personnel for the purpose of ensuring a strong and effective team that works well together
- Ensuring the system for issue identification, communication and resolution is maintained and that issues are addressed and solved



The following section provides a high-level view of tasks and activities for the duration of the project.

#### Personnel

TMG's Primary Consultant performing work for this engagement will be Tim Habal at an estimated 40 hours a week or as needed, and support from Pam Glanvill as needed, up to 20 hours per week.

#### Schedule

Services shall be delivered beginning 10/29/2018 through June 2019 .

#### Signature

TMG Utility Advisory Services agrees to provide the Services described in this Scope of Work provided City of Long Beach accepts this Scope of Work by signing in the space provided.

#### Termination and Modification

The scope may be jointly modified to shorten or extend the timeframes, and/or modify staffing. The work may be terminated at any time by the City.

# EXHIBIT “E-1”

Consultant’s Key Employee:

Tim Habal