

AMENDMENT #1 TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND
ALVAREZ TECHNOLOGY GROUP

THIS AMENDMENT No. 1 to the agreement dated December 4, 2019, between the Transportation Agency for Monterey County, hereinafter referred to as "TAMC," and Alvarez Technology Group, a California corporation, hereinafter referred to as "Consultant," is hereby entered into between TAMC and the Consultant.

RECITALS:

- A. **WHEREAS**, TAMC and Consultant entered into an agreement for professional services on December 4, 2019, hereinafter referred to as "Agreement;"
- B. **WHEREAS**, "Optional Task 2 – Azure Subscription" listed in Exhibit B: Budget to the Agreement includes a monthly cost not to exceed \$140.00, which is billed by Consultant based on TAMC's actual usage of the service;
- C. **WHEREAS**, Consultant provided a budget for "Optional Task 2 – Azure Subscription" to be used in the Agreement based on an estimate of what Consultant forecasted TAMC's future usage for this service;
- D. **WHEREAS**, TAMC's actual usage of this service has been higher than what was estimated by Consultant, with an initial setup cost of \$335.00 and recurring monthly costs under \$200.00;
- E. **WHEREAS**, TAMC and Consultant desire to amend the Agreement to cover the additional costs for this service now that the actual usage amount is known.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. TOTAL COMPENSATION

The total compensation to be paid pursuant to this Agreement as amended shall be increased by Three Thousand Seven Hundred Thirty-five Dollars (\$3,735), and the total contract shall not exceed One Hundred Fifty Thousand Six Hundred Dollars (\$150,600). All references to the amount \$146,865 shall be replaced with the amount \$150,600. The Budget attached to the Agreement as Exhibit B is hereby replaced with the Budget designated Exhibit B-1 dated August 26, 2020 and shall be effective upon execution. Exhibit B-1 is attached hereto as Exhibit B-1. The total compensation to be paid pursuant to this Agreement as amended shall not exceed

2. **REMAINDER OF TERMS UNCHANGED**

All other terms of the Agreement remain in full effect.

An executed copy of this Amendment No. 1 shall be attached to the Agreement and shall be incorporated as if fully set forth therein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Agreement with Consultant.

TAMC

Alvarez Technology Group, Inc.

By: _____
Debra L. Hale
Executive Director

By: _____
Name: Luis M. Alvarez
Title: President & CEO

Dated: _____

Dated: July 21, 2020

By: _____
Name: Ronni L. Alvarez
Title: Secretary & COO

Dated: July 21, 2020

INSTRUCTIONS: If Consultant is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If Consultant is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If Consultant is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

Approved as to form:

Kay Reiman
TAMC Counsel

7-21-2020

EXHIBIT B-1: Budget

Fee Schedule

TASK	ONE-TIME COSTS	MONTHLY	5-YEAR TOTAL
REQUIRED SERVICES:			
- REMOTE SERVICE AGREEMENT		\$1,450.00	\$87,000.00
OPTIONAL TASK 1:			
- WORKSTATION LEASE	\$1,772.00	\$643.00	\$40,352.00
OPTIONAL TASK 2:			
- SERVER MIGRATION	\$7,813.00		\$7,813.00
- AZURE SUBSCRIPTION	\$335.00	\$200.00	\$12,135.00
- SHAREPOINT BACKUP		\$55.00	\$3,300.00
FIVE-YEAR TOTAL WITH OPTIONAL TASKS:			\$150,600.00

Optional Tasks

Consultant shall not commence work or submit any invoices for the identified optional tasks unless and until TAMC has issued a notice to proceed for such work.

After Hours Support

The agreement provides access to after-hours support but does not cover the charge for after-hours work. Any work performed after hours will be billed at the discounted rate of \$200 per hour.

Projects

TAMC may occasionally require services outside of the specific terms of this agreement. Those services will be called "Projects" and Consultant will provide a detailed scope of work and labor quote. TAMC will sign off on the quote before any work is performed and understand that a separate invoice will be generated for the Project work. The discounted billing fee for all work outside the contract is \$150 per hour. Any and all such "Project" work is subject to the total "not to exceed" amount of this contract.