

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

DATE: February 7, 2018

PARTIES: "CLIENT"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Jorge Somoano
Title: General Manager, Burbank Water and Power
Telephone: (818) 238-3550

Mailing Address: 164 W. Magnolia Blvd.
P. O. Box 631
Burbank, CA 91502

THE "CONSULTANT"

TMG Utility Advisory Services, Inc.
DBA TMG Consulting, Inc.

Representative: Name: Tim Almond
Title: Executive Vice President
Telephone: (512) 757-1156

Mailing Address: 388 Feathergrass Dr.
Buda, TX 78610

TERM: Original Commencement date: August 1, 2017
Original Completion date: June 30, 2018
Amended Completion date: July 31, 2019

COST OF SERVICE:

Original Cost of Service:	\$ 750,000.00
Amendment to Cost of Service:	+\$ 405,000.00
Revised Cost of Service:	not to exceed \$1,155,000.00

THIS AMENDMENT TO THE AGREEMENT MUST BE EXECUTED BY THE CONSULTANT OR ITS REPRESENTATIVE AND THEN APPROVED AS TO FORM BY THE CITY ATTORNEY BEFORE THIS AGREEMENT MAY BE EXECUTED ON BEHALF OF THE CITY OF BURBANK.

1.0 Purpose. Client and Consultant entered into a written agreement dated June 30, 2017 (“Agreement”) for Consultant to provide application support services to manage, maintain and support Customer Care and Billing (CCB) and Energy IP (EIP) databases for a monthly fixed fee. Under the Agreement, Consultant also provides additional programming integration work to support external systems on a limited time-and-materials basis. Due to unanticipated project demands, Client and Consultant desire to enter into this First Amendment to the Agreement (“First Amendment”) to amend the Agreement to extend the Term and increase the Cost of Service to provide for additional ongoing integration services.

2.0 Amendment to Term. The Term of the Agreement is hereby extended from June 30, 2018, to July 31, 2019.

3.0 Amendment to Scope of Services. The Scope of Services (attached to the Agreement as Exhibit “A”), is hereby amended by adding the additional services listed on the "Supplemental Scope of Services" attached hereto as Exhibit A-1. The initiation of Service by the Consultant will commence upon receipt of a written notice from the Designated Official authorizing Consultant to proceed, and only to the extent of such authorization. The services of the Consultant shall include the making of all investigations, studies, and analysis required by the conditions involved in each request of the Designated Official.

4.0 Amendment to Cost of Service and Schedule of Compensation. The Cost of Service is hereby increased from \$750,000 to a not-to-exceed amount of \$1,155,000.00. Additionally, the Schedule of Compensation (attached to the Agreement as Exhibit “B”), is hereby amended by adding the additional not-to-exceed compensation amount as indicated on the “Supplemental Schedule of Compensation” attached hereto as Exhibit B-1.

5.0 Ratification of Professional Services Agreement. All other provisions of the Agreement dated June 30, 2017 not inconsistent with this First Amendment shall remain in full force and effect.

[Signatures on following page]

In recognition of the obligations stated in this First Amendment, the parties have executed this First Amendment on the date indicated above.

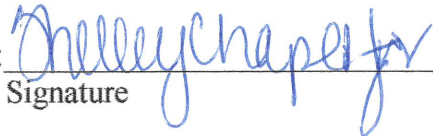
"CONSULTANT"


Signature

Tim Almond
Name (please print)

Executive Vice President
Title

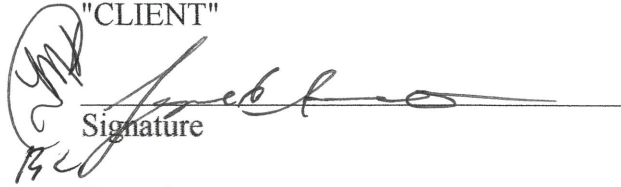
ATTEST:
Office of the City Clerk

By: 
Signature

Zizette Mullins, MMC
Name (please print)

City Clerk
Title

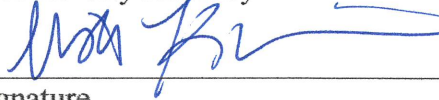
"CLIENT"


Signature

Jorge Somoano
Name (please print)

General Manager, BWP
Title

Approved as to Form
Office of the City Attorney

By: 
Signature

Lisa Kurihara
Name (please print)

Assistant City Attorney
Title

EXHIBIT A-1

SUPPLEMENTAL SCOPE OF SERVICES

In addition to all services outlined in the Scope of Services attached as Exhibit "A" to the Professional Services Agreement dated June 30, 2017, Consultant shall perform the following additional programming and system integration services:

1. CCB with the upgraded MDM
2. CCB with the new customer portal
3. Current MDM with the new customer portal
4. MDM, CCB with the Enterprise Service Business

EXHIBIT B-1

SUPPLEMENTAL SCHEDULE OF COMPENSATION

The Schedule of Compensation (attached as Exhibit "B" to the Professional Services Agreement dated June 30, 2017) is hereby amended by increasing the not-to-exceed amount for all other services not covered by the flat monthly fee, from \$200,000 to \$605,000. Consultant shall submit invoices to City in accordance with Section 3.0 of the Agreement, and shall be paid for these additional services on a time and materials basis at the rate of \$205/hour.

Specifically, the services listed in the Supplemental Scope of Services attached to the First Amendment as Exhibit "A-1" shall be paid for according to this Supplemental Schedule of Compensation.