

STAFF REPORT



MEETING DATE:	5/22/12
SUBJECT:	Amendment #1 to Personal Service Agreement (PSA) with Apex Technology Management, Inc.
AGENDA ITEM:	12-7
STAFF CONTACT:	Sean Tiedgen

STAFF RECOMMENDATION:

It is recommended that the board authorize the executive director to execute Amendment #1 to the personal service agreement (PSA) with Apex Technology Management, Inc., adding an additional \$8,614 for Phase 1 services, for a total cost of \$41,420.

DISCUSSION:

At the March special meeting, the RTPA board approved a contract with Apex Technology Management, Inc. to provide information technology (IT) support in two phases. The Phase 1 budget consists of purchase and set up of a new office server, a phone system, and migration of all RTPA electronic files from the county server to the RTPA server by July 1, 2012.

The following unforeseen needs are beyond the base budget and scope of work for Phase 1:

1. Modification of new server to utilize new accounting and document management software (\$3,927);
2. Purchase of four new computers to replace those that have exceeded their useful life (\$4,062); and
3. Re-wire cabling too short to reach new server (\$625).

An amendment is required to allow an additional \$8,614 for these unforeseen items. An existing cost contingency of \$8,200 will remain in place to cover any additional unexpected needs during the start-up of the new office.

ALTERNATIVES:

The board may decline to approve the amendment. This added scope and funds are needed to transition to the new office by the July 1 deadline.

OTHER AGENCY INVOLVEMENT:

The Technical Advisory Committee (TAC) concurs with the staff recommendation.

FINANCING:

The additional \$8,614 will be funded with Planning, Programming and Monitoring funds.

A handwritten signature in black ink, appearing to read "D. Little", written over a horizontal line.

Daniel S. Little, AICP, Executive Director

Attachment: First Amendment to Personal Service Agreement with Apex Technology Management, Inc.

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE
SHASTA COUNTY REGIONAL TRANSPORTATION PLANNING AGENCY
AND APEX TECHNOLOGY MANAGEMENT, INC.**

This first amendment is entered into between the Shasta County Regional Transportation Planning Agency ("SCRTPA") and Apex Technology Management, Inc. ("Consultant").

The personal services agreement between the SCRTPA and Consultant for the purpose of providing Information Technology (IT) services during the SCRTPA transition and monthly IT support services afterwards, executed on March 22, 2012, is hereby amended in the following respects:

3. COMPENSATION

A. Phase 1

- a. Consultant shall be paid up to \$41,420 for the services described in Section 1 of this agreement for Phase 1, in accordance with Exhibit A, which is attached hereto and incorporated within, based on the following rates:

- a) Hourly rate of \$115 per hour for 127 hours; and
- b) Hardware and software expenses.

6. TERMINATION OF AGREEMENT

- B. Both SCRTPA and Consultant may terminate this agreement without cause on 30 days written notice to Consultant/SCRTPA. If SCRTPA terminates this agreement at any time without cause SCRTPA will pay an early termination fee (equal to the cost of the rollout fee that was waived, based on a 3-year agreement for services) of \$1,640. This amount should be paid 30 days from the time of sending termination notice to Consultant.
- C. The SCRTPA may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement. If SCRTPA terminates agreement with Consultant due to lack of funds, SCRTPA will not pay Consultant early termination fee, as described in Section 6(B) of this agreement.

The first amendment is retroactive to March 22, 2012. All other terms of the personal services agreement remain unchanged by this amendment.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the SCRTPA and Consultant have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

**Shasta County Regional
Transportation Planning Agency**

Date: _____

Daniel S. Little, AICP
Executive Director

Scott Putnam, President
Apex Technology Management, Inc.

Leiah Toms, Executive Bookkeeper
Apex Technology Management, Inc.