

**AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
WITH NEXLEVEL INFORMATION TECHNOLOGY, INC.**

This Amendment is made and entered into this ____ day of January, 2014 (“Effective Date”) by and between the CITY OF COSTA MESA, a municipal corporation (“City”) and NEXLEVEL INFORMATION TECHNOLOGY, INC., a California corporation (“Consultant”).

WHEREAS, Consultant and City entered into an agreement on November 13, 2013, for Consultant as an independent contractor to serve as Interim Information Technology Director (the “Agreement”); and

WHEREAS, Consultant and City desire to amend the compensation limit to allow for further provision of services by Consultant.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 2.1 (Compensation) of the Agreement is hereby deleted in its entirety and replaced by the following:

1.1 Compensation. As compensation for the provision of services outlined in Exhibit A and in accordance with this Agreement, Consultant shall be paid in accordance with the hourly rate set forth in Exhibit A. Consultant’s total compensation shall not exceed One Hundred Four Thousand Nine Hundred Twenty Dollars (\$104,920.00).

2. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment and previous Amendments, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF COSTA MESA,
A municipal corporation

Chief Executive Officer

Date: _____

NEXLEVEL INFORMATION TECHNOLOGY, INC.

Signature

Date: _____

Name and Title

APPROVED AS TO FORM:

City Attorney