

**AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
WITH FTOG, INC.**

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

WHEREAS, Consultant and City entered into an agreement on December 10, 2013, for Consultant as an independent contractor to serve as Interim Buyer (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 1.1 (Scope of Services) of the Agreement is hereby deleted in its entirety and replaced by the following:

1.1 Scope of Services. Consultant shall provide the professional services described in Exhibit "A" which has been revised and incorporated herein by this reference.

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

2.1 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 Forty-Eight Thousand Six Hundred Dollars (\$48,600) for the 2013-2014FY, contract dates of December 10, 2013 through June 30, 2014 and Forty-Eight Thousand Six Hundred Dollars (\$48,600) for the 2014-2015FY contract dates of July 1, 2014 through January 2, 2015.

3. Section 4.1 (Term) of the Agreement is hereby deleted in its entirety and replaced by the following:

4.1 Term. This Agreement shall commence on the Original Effective Date and continue through June 30, 2014 to complete the 2013-2014 FY, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The City is also simultaneously exercising the option to extend the contract for a six-month period, for the 2014-2015 FY, beginning July 1, 2014 ending on January 2, 2015, unless previously terminated as provided herein or as otherwise agreed to in

writing by the parties.

4. 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 caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,

A municipal corporation

Chief Executive Officer

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A

SCOPE OF SERVICES

Provide interim support to the Purchasing Division, including but not limited to the services of a Buyer, as described below:

Receives, examines, and processes requisitions; prepares or reviews bid specifications and other necessary documents related to the purchase of supplies, materials, equipment and services+; locates source of supply, and places orders with appropriate bidders.

Analyzes competitive bids and proposals, conducts bid openings, evaluates bids, and makes recommendations on awards.

Compares costs and evaluates the quality and suitability of supplies, materials, and equipment.

Interviews and corresponds with vendors; keeps informed of new products and market conditions and trends.

Provides assistance and training to City departments regarding purchasing policies and procedures.

Ensures compliance of City purchasing policies are adhered.

Maintains records on purchase price information on both open market and contract purchases, and revises these as conditions change; obtains quotations on open market purchases.

Facilitates RFP/BID processes including preparation of the solicitation and ensuring the integrity of the process from start to finish.

Assumes the duties of the Purchasing Supervisor in his/her absence.

Performs related work as required.

Participates in the Purchasing and Quality Control Committee.

All services will be provided in accordance with the City's Purchasing Policy, Municipal Code and A.R. Code.

Product or project based work is an option as well.

The consulting fee for providing interim support to the Purchasing Division is \$45 per hour.