

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

This Amendment is made and entered into this 2nd day of January, 2015 ("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 a Professional Services Agreement on December 10, 2013 (the "Agreement"), for Consultant to serve as an independent contractor as an Interim Buyer for City; and

WHEREAS, the Parties entered into an Amendment Number One to Professional Services Agreement amending the compensation limit to allow for further provision of services by Consultant by an additional Forty-Eight Thousand, Six hundred dollars (\$48,600.00) and to exercise the first of its two options to extend the Agreement by (6) six months through the execution of a Purchase Order with the term currently set to end on January 2, 2015; and

WHEREAS, the City now desires to extend the term of the Agreement on a month to month basis for a period of not more than (3) three months.

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

1. Section 2.1 of the Agreement shall be amended so that concurrent with the extension of the term provided below, Consultant's total compensation in any one month period, commencing January 3, 2015, shall not exceed Seven Thousand Two Hundred Dollars (\$7,200.00).

2. Section 4.1 of the Agreement shall be amended so that commencing January 3, 2015, the term of the Agreement shall extend for a period of one month. and upon expiration of one month and for every month thereafter automatically renewing for additional one (1) month periods up to a maximum of three times with no further extensions allowed later than April 3, 2015. Either party may provide written notice of intent not to automatically renew after which time this Agreement shall not renew but shall terminate at the end of the then operative one (1) month term.

3. 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

[Redacted Signature]

Date: 1/15/15

[Chief Executive Officer]

CONSULTANT

[Redacted Signature]

Date: _____

Signature

[Redacted Name and Title]

Name and Title

[Redacted Social Security or Taxpayer ID Number]

Social Security or Taxpayer ID Number

ATTEST:

[Redacted Signature]



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

APPROVED AS TO FORM:

[Redacted Signature]

Date: 01/14/15

City Attorney

APPROVED AS TO INSURANCE:

[Redacted Signature]

Date: 1/13/15

Risk Management

APPROVED AS TO CONTENT:

[Redacted Signature]

Date: 12-23-2014

Project Manager

[Redacted Signature]

Date: 12-23-14

Interim Finance Director