FIRST AMENDMENT TO THE AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement to provide information technology and telecommunication consulting services dated April 2, 2013 (the "Agreement"), by and between the City of Redlands, a municipal corporation ("City"), and Client First Technology Consulting ("Consultant"), is made and entered into this 21st day of January, 2014.

RECITALS

WHEREAS, it is the desire of City and Consultant to amend their existing Agreement, specifically Section 4.1 of Article 4, entitled "Performance of Services," and Section 8.5 of Article 8, entitled "General Considerations," thereby extending the termination date of the agreement from February 1, 2014 to June 30, 2014 for the continued performance of services;

NOW, THEREFORE, City and Consultant agree as follows:

AGREEMENT

- Section 1. Section 4.1 of Article 4, entitled "Performance of Services," of the Agreement is hereby amended to read as follows:
 - 4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule for individual tasks as established from time to time by City. The Services shall commence upon the Effective Date of this Agreement and shall terminate on June 30, 2014.
- Section 2. Section 8.5 of Article 8, entitled "General Considerations," of the Agreement is hereby amended to read as follows:
 - 8.5 Unless earlier terminated as provided for below, this Agreement shall terminate on June 30, 2014; provided, however this Agreement may be terminated by City, in its sole discretion, by providing ten (10) days prior written notice to Consultant (delivered by certified mail, return receipt requested) of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

Section 3. All other provisions of this Agreement shall remain unchanged by the First Amendment, and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of January 21, 2014.

CITY OF REDLANDS	Client First Technology Consulting
PhAil	By:
Pete Aguilar, Mayor	David Krout, Principal
ATTEST:	
Sam Irwin, City Clerk	