

**FIRST AMENDMENT TO  
AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the \_\_\_\_ day of \_\_\_\_\_ 2017 (Effective Date) amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation (City), and NEXLEVEL INFORMATION TECHNOLOGY, INC., a California corporation (Consultant).

**RECITALS**

WHEREAS, City and Consultant entered into an agreement, on January 8, 2016 (Agreement) to provide professional information technology systems consulting services for the City of Fresno Strategic Technology Master Plan for a total fee of \$174,800; and

WHEREAS, the parties have negotiated an increase of \$70,575 in Consultant's compensation for additional services to create a comprehensive Technology Plan designed for City of Fresno Department of Public Utilities; and

WHEREAS, City and Consultant desire to extend time of performance to December 31, 2017; and

WHEREAS, with entry into this Agreement, Consultant agrees Consultant has no claim, demand, or dispute against City.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein conditioned, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. Consultant's sole compensation for satisfactory performance of all services required or rendered for the Project pursuant to this Amendment shall be a total fee increase of \$70,575 for creating a comprehensive Technology Plan designed for City of Fresno Department of Public Utilities. Compensation includes all expenses incurred by Consultant in performance of such services. Total Consultant Project cost pursuant to this Agreement is \$245,375.

2. The Agreement shall be extended to December 31, 2017, to complete comprehensive Technology Plan designed for City of Fresno Department of Public Utilities.

3. Except as otherwise provided herein, the Agreement entered into by City and Consultant on January 8, 2016, respectively, remain in full force and effect.

4. [Signatures appear on the next page.]

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

City of Fresno,  
A municipal corporation

NexLevel Information Technology, Inc.,  
A California Corporation

By: \_\_\_\_\_  
Thomas C. Esqueda,  
Director of Public Utilities

By:  \_\_\_\_\_  
Name: Terry Hackelman

Title: Managing Principal  
(If corporation or LLC, Board Chair,  
Pres. or Vice Pres.)

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

Title: \_\_\_\_\_  
(If corporation or LLC, CFO, Treasurer,  
Secretary or Assistant Secretary)

By:  \_\_\_\_\_ 3/7/17  
Brandon M. Collet  
Deputy City Attorney Date

Addresses:  
CITY:  
City of Fresno  
Attention: Matthew Bullis  
Professional Engineer  
2101 G Street, Building A  
Fresno, CA 93706  
Phone: (559) 621-1632  
FAX: (559) 498-4126

CONSULTANT:  
NexLevel Information Technology, Inc.,  
Attention: Terry Hackelman  
Managing Principal  
6829 Fair Oaks Boulevard, Suite 100  
Carmichael, CA 95608  
Phone: (916) 692-2000 ext. 201

Resolutions of the Board of Directors of  
NexLevel Information Technology, Inc.

WHEREAS, the Board of Directors of NexLevel Information Technology, Inc., a California corporation (NexLevel), deems it to be in the best interests of NexLevel to authorize certain individuals to enter into contracts on behalf of NexLevel;

RESOLVED, that following persons are hereby authorized to enter into contract(s) in the name and on behalf of NexLevel (including, without limitation, contract(s) for the license, lease, sale, and provision of goods and services) without regard to the dollar value of such contract(s):

Terry Hackelman, Secretary, CFO

Frank Otto, President/CEO

RESOLVED, that foregoing authorization will automatically terminate with respect to each named person on such date as such person is no longer employed by NexLevel.

RESOLVED, that each officer of NexLevel is hereby authorized and directed, in the name and on behalf of NexLevel, to do or cause to be done any and all things, and to execute, deliver, and file and all such other agreements, amendments, instruments, certificates, waivers, documents, and papers that any of them deem necessary or advisable to carry into effect the purposes and intent of the foregoing resolutions and to consummate the transactions contemplated thereby.



Frank Otto, President/CEO/Director



Terry Hackelman, Secretary/CFO/Director