

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF DESERT HOT SPRINGS
AND
HILL INTERNATIONAL, INC.**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF DESERT HOT SPRINGS AND HILL INTERNATIONAL, INC. (the "Amendment"), is made and entered into as of this 3rd day of June, 2014 by and between the City of Desert Hot Springs, a municipal corporation, in the County of Riverside, State of California ("City"), and Hill International Inc., a Delaware corporation authorized to do business in California ("Consultant"), with the City and Consultant sometimes together referred to herein as the "Parties."

RECITALS

WHEREAS, the Parties previously entered into that certain Professional Services Agreement By and Between City of Desert Hot Springs and Hill International, Inc., dated June 18, 2013 (the "Agreement"), for Consultant to provide the City with construction engineering consulting services; and

WHEREAS, the Parties desire to amend the Agreement to extend the term of the Agreement to June 30, 2016, and to increase the amount of compensation by an additional \$470,000.00.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

Section 1. RECITALS

The Recitals set forth above are hereby incorporated into this Amendment by this reference, as though fully set forth herein.

Section 2. SECTION 3-COMPLETION DATE

Section 3 of the Agreement is hereby amended so that the Agreement shall expire June 30, 2016.

Section 3. SECTION 4-COMPENSATION

Section 4 of the Agreement is hereby amended so that City's compensation to be paid to Consultant shall increase by an amount not to exceed Four Hundred Seventy Thousand Dollars and No Cents (**\$470,000.00**) so that the total amount to be paid to

Consultant under the Agreement shall be Six Hundred Eighty Four Thousand Eight Hundred Dollars and No Cents (\$684,800.00).

Section 4. ATTORNEY'S FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Amendment or as a result of any alleged breach of any provision of this Amendment, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 5. COUNTERPARTS

This Amendment may be executed in several counterparts, each of which shall be deemed to be an original and shall constitute one and the same instrument and shall become binding upon the Parties when at least a copy hereof shall have been signed by the Parties hereto.

Section 6. CONFLICTS

In the event there exists any conflicts between the terms of this Amendment and the Agreement, the terms of this Amendment shall be superseding.

Section 7. REMAINING PROVISIONS

All other remaining terms and conditions of the Agreement shall remain unchanged.

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IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date first written above.

CITY OF DESERT HOT SPRINGS

HILL INTERNATIONAL, INC.

Martín Magaña, City Manager

S. Michael Tahan, Senior Vice President

ATTEST:

Jerryl Soriano, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, City Attorney