

**AMENDMENT
TO
LEGAL SERVICES AGREEMENT**

This Amendment to Legal Services Agreement (“Amendment”) is made and entered into as of the ____ day of _____ 2014, to amend that certain Legal Services Agreement dated December 18, 2012 (“Agreement”), by and between the CITY OF DESERT HOT SPRINGS (the “City”) and GREEN, de BORTNOWSKY & QUINTANILLA, LLP (the “Firm”). Each of the parties to this Amendment may be referred to as a “Party,” and they may together be referred to as the “Parties.”

RECITALS

A. Subsequent to the execution of the Agreement, Steven B. Quintanilla (“Quintanilla”) has left the employ of the Firm. Quintanilla has remained the City Attorney of the City, and has entered into, or will enter into, a new agreement for the provision of legal services to the City.

B. The City desires to amend the Agreement to delete from the Firm’s services the matters described in the Agreement as “General Services,” the compensation associated therewith, and to provide that the Firm will be retained by the City only with respect to litigation work relating to ongoing litigation matters, and as instructed by the City Manager from time to time, code enforcement matters.

C. This Amendment is to set forth the terms under which the Firm may from time-to-time provide litigation services to the City. If the Agreement has been terminated prior to the approval of this Amendment, then the provisions of the Agreement are incorporated herein by reference as though fully set forth herein.

AGREEMENT

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:

1. Recital 1 of the Agreement is deleted in its entirety.
2. Section 2 of Agreement is deleted in its entirety and replaced with the following new Section 2:

2. *Services to be Provided.*

The Firm will provide the City with litigation services related to litigation matters that are ongoing as of July 1, 2014, and additionally, code enforcement matters as requested by the City Manager from time-to-time. The Firm shall not provide the services of the City Attorney.

3. Section 3.1 of the Agreement is deleted in its entirety and replaced with the following new Section 3.1:

3.1 Compensation. The Firm shall be paid solely on an hourly basis at the rates set forth in Section 3.2 of the Agreement, with recovery of costs, as specified and detailed in Section 3.4 of the Agreement.

4. Section 12 of the Agreement is amended by deleting the address of the Firm for notice purposes and substituting the following in its place:

*Charles R. Green
Green de Bortnowsky, LLP
23801 Calabasas Road, Suite 1015
Calabasas, CA 91302
Tel: 818.704.0195
Fax: 818.704.4729
Electronic Mail: cgreen@gdblaw.com.*

5. Section 6 of the Agreement is deleted in its entirety and replaced with the following new Section 6:

6. *Principal Representatives.*

6.1 Charles Green is designated as the Firm's Principal Representative and is the person responsible for undertaking, managing and supervising the performance of all of the services set forth in the Scope of Services for this Agreement.

6.2 Martin Magana, City Manager, shall be the Principal Representative of the City for purposes of communicating with the Firm on any matter associated with the performance of the services set forth in this Agreement.

6. Exhibit "A," General Services, attached to the Agreement is deleted in its entirety.

7. Except as specifically modified by the terms of this Amendment, all terms and conditions of the Agreement shall remain unmodified and in full force and effect.

8. 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.

9. 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.

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

[END OF THIS PAGE – SIGNATURES APPEAR ON FOLLOWING PAGE]

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

GREEN DE BORTNOWSKY, LLP

Martin Magana, City Manager

By Its: _____
(Title)

ATTEST:

Jerryl Soriano, Deputy City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, City Attorney

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6/4/14 830 law

329-2 Amendment to GdQ Retainer Agreement 6-4-14 (clean 06.26.14)