

**FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF DESERT HOT SPRINGS
AND
ALBERT A. WEBB ASSOCIATES**

THIS FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT BY AND BETWEEN THE CITY OF DESERT HOT SPRINGS AND ALBERT A. WEBB ASSOCIATES ("First Amendment"), is made and entered into as of the 7th day of February, 2017, by and between the City of Desert Hot Springs ("City"), and Albert A. Webb Associates ("Consultant"), with the City and Consultant sometimes together referred to herein as the "Parties."

RECITALS

WHEREAS, the Parties previously entered into that certain Consulting Services Agreement Between the City of Desert Hot Springs and Albert A. Webb Associates dated April 3, 2012 ("Agreement"), for Consultant to provide the City with services related to Tax Administrative Services; and

WHEREAS, the Parties desire to again continue the work, increase the compensation to be paid Consultant, and extend the Agreement term.

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 First Amendment by this reference, as though fully set forth herein.

Section 2. SECTION 1.1 TERM OF SERVICES

Section 1.1 of the Agreement is hereby revised so that the term of the Agreement shall expire on June 30, 2019.

Section 3. SECTION 2 COMPENSATION

Section 2 of the Agreement is hereby revised so that the \$111,500 annual amount is replaced with \$93,166.66 per year for the additional two year extension.

Section 4. EXHIBIT "A"

Exhibit "A" of the Agreement is hereby modified so that the term of the Agreement shall expire on June 30, 2019.

Section 5. 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 First Amendment or as a result of any alleged breach of any provision of this First 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 6. COUNTERPARTS

This First 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 7. CONFLICTS

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

Section 8. REMAINING PROVISIONS

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

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

CITY OF DESERT HOT SPRINGS

ALBERT A. WEBB ASSOCIATES

Charles L. Maynard, City Manager

Heidi Schoeppe, Director

ATTEST:

Jerryl Soriano, City Clerk

APPROVED AS TO FORM:

Jennifer A. Mizrahi, City Attorney