

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
THE CITY OF DESERT HOT SPRINGS  
AND  
URBAN FUTURES, INCORPORATED**

This amendment ("Amendment"), is made and entered into as of the 20<sup>th</sup> day of June 2017, by and between the City of Desert Hot Springs ("City"), and Urban Futures, Incorporated, a corporation ("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 Between the City of Desert Hot Springs and Urban Futures, Incorporated dated July 1, 2013 ("Agreement"), for Consultant to provide the City with services related to fiscal budgeting, cash flow analysis and projections, cost recovery and cost allocation methodology; 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 Amendment by this reference, as though fully set forth herein.

**Section 2. SECTION 3 – COMPLETION DATE**

Section 3 of the Agreement is hereby revised so that the term of the Agreement shall expire on June 30, 2020.

**Section 3. SECTION 4 – COMPENSATION**

Section 4 of the Agreement is hereby revised so that the total compensation paid to Consultant shall not exceed a total of Two Hundred Seventy-Six Thousand Three Hundred Ninety-Three Dollars and No Cents (\$276,393.00).

**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.

**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**

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Charles L. Maynard, City Manager

**URBAN FUTURES, INCORPORATED**

\_\_\_\_\_  
Michael Busch, President

**ATTEST:**

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Jerryl Soriano, CMC, City Clerk

**APPROVED AS TO FORM:**

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Jennifer A. Mizrahi, City Attorney