

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
THE CITY OF DESERT HOT SPRINGS  
AND  
HDL COMPANIES,  
A MUNICIPAL CORPORATION**

This Amendment (hereinafter the "Amendment"), is made and entered into as of the 5th day of February 2019, by and between the City of Desert Hot Springs, hereinafter referred to as the "City," and HDL Companies, A Municipal Corporation, hereinafter referred to as "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 the City of Desert Hot Springs and HDL Companies, A Professional Corporation, dated October 26, 2016 (hereinafter, the "Agreement"), for Consultant to provide the City with services related to professional representation, consulting, and auditing services pertaining to Marijuana cultivation, dispensaries and medical marijuana; and

**WHEREAS**, the Parties desire to amend the Agreement by increasing the contract amount by Fifty Three Thousand, Five Hundred Dollars and No Cents (\$53,500.00) and extending the term through June 30, 2021 as set forth in the Agreement.

**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 4 - COMPENSATION**

Section 4 of the Agreement is hereby revised so that the total compensation to be paid to Consultant, in accordance with the Scope of Services, shall not exceed a total of Eighty Three Thousand, Five Hundred Dollars and No Cents (\$83,500.00) for all Services rendered.

**Section 3. 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 4. 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 5. 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 6. REMAINING PROVISIONS**

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

**[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

**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**

**HDL Companies, A Municipal Corporation**

\_\_\_\_\_  
Charles Maynard, City Manager

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

**ATTEST:**

\_\_\_\_\_  
Jerryl Soriano, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jennifer Mizrahi, City Attorney