

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

This Amendment (hereinafter the "Amendment"), is made and entered as of the 2nd day of April, 2019, by and between the City of Desert Hot Springs, hereinafter referred to as the "City," and STK Architecture, Incorporated, A Professional 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 STK Architecture, Incorporated, A Professional Corporation, dated September 20th, 2018 (hereinafter, the "Agreement"), for Consultant to provide the City with architectural and related value engineering services for the construction of a new city hall, as directed by the City; and now the City would like to add additional services for construction management through the term of the project; and

WHEREAS, the Parties desire to amend the Agreement to increase the compensation provisions 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 Ninety Thousand Dollars and No Cents (\$554,358.00) 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.

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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

**STK ARCHITECTURE INC, A
PROFESSIONAL CORPORATION**

Charles Maynard, City Manager

By Its: _____

ATTEST:

Jerryl Soriano, City Clerk

APPROVED AS TO FORM:

Jennifer Mizrahi, City Attorney