

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
THE CITY OF DESERT HOT SPRINGS  
AND  
RAY TORRES**

This First Amendment (hereinafter, the "First Amendment"), is made and entered into as of the 18<sup>th</sup> of June, 2019, by and between the City of Desert Hot Springs, hereinafter referred to as the "City," and Ray Torres, a Consultant 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 Hill International, a California corporation, dated June 30<sup>th</sup>, 2018 (hereinafter, the "Agreement"), for Consultant to provide the City with Construction field inspection and project management services in the City of Desert Hot Springs in the amount not to exceed Fifty Two Dollars and Seventy-Three Cents (\$52.73) per hour, for a maximum of Forty (40) hours per week for a contract term of September 15, 2018 to June 30, 2019; and

**WHEREAS**, the Parties desire to amend the Agreement to extend the contract term 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 First Amendment by this reference, as though fully set forth herein.

**Section 2. SECTION 3 - TERM**

Section 3 of the Agreement is hereby amended to read as follows:

Consultant shall perform those services set forth in the Scope of Services during the term of this Agreement which shall be effective as of July 1, 2019 and expire June 30, 2020.

**Section 3. SECTION 4 - COMPENSATION**

Section 4 of the Agreement is hereby revised so that the total compensation to be paid to Consultant shall in the amount not to exceed Fifty Two Dollars and Seventy-Three Cents (\$52.73) per hour, for a maximum of Forty (40) hours per week, and shall not exceed One Hundred Nine Thousand, Six Hundred Seventy-Eight Dollars (\$109,678) annually per fiscal year for all services rendered.

**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 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 5. 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 6. CONFLICTS**

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

**Section 7. 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 First Amendment to be executed as of the date first written above.

**CITY OF DESERT HOT SPRINGS**

**RAY TORRES**

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

\_\_\_\_\_  
Ray Torres

**ATTEST:**

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

**APPROVED AS TO FORM:**

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