

**AMENDMENT NO. 1 TO THE DISCOVER PALM DESERT BETWEEN THE CITY OF PALM DESERT AND PREST VUKSIC GREENWOOD ARCHITECTS (PVGA)**

**1. Parties and Date.**

This Amendment No. 1 to the made and entered into as of this **14th** day of **December, 2023**, by and between the City of Palm Desert ("City") and **PREST VUKSIC GREENWOOD ARCHITECTS (PVGA), a Corporation**, with its principal place of business at **44530 San Pablo, Suite 200, Palm Desert, California** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. Recitals.**

2.1 Agreement. The City and **PVGA** have entered into an agreement entitled "**Discover Palm Desert**" dated **October 29, 2022** ("Agreement" or "Contract") for the purpose of retaining the services of **PVGA** to provide **PROFESSIONAL DESIGN SERVICES**.

2.2 Amendment. The City and **PVGA** desire to amend the Agreement to **REVISE THE SCOPE OF SERVICES, ADDITIONAL COMPENSATION, AND EXTEND THE TERM**.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section **3.1 and 3.3** of the Agreement.

**3. Terms.**

3.1 Scope of Services and Term

Section 3.1.1 of the Agreement are hereby amended to read as follows:  
The Additional Services are more particularly described in Exhibit "A" hereto and incorporated herein.

Section 3.1.2 of the Agreement are hereby amended to read as follows:

The term of this Agreement shall be from October 29, 2022 to October 29, 2024, unless earlier terminated as provided herein.

3.3 Fees and Payments

Section 3.3.1 of the Agreement is hereby amended to read as follows:

The total compensation shall not exceed Three Hundred and Ninety-Two Thousand Dollars (\$392,000).

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" or "Contract" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that

they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Counterparts. This Amendment No. 1 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO DISCOVER PALM DESERT BETWEEN  
THE CITY OF PALM DESERT  
AND PVGA**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 to the  
**DISCOVER PALM DESERT** as of the day and year first above written.

**CITY OF PALM DESERT**

**PREST VUKSIC GREENWOOD  
ARCHITECTS, a Corporation**

By: \_\_\_\_\_  
L. Todd Hileman  
City Manager

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

Printed Name: \_\_\_\_\_

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Anthony J. Mejia  
City Clerk

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

Printed Name: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

QC: \_\_\_\_\_

Insurance: \_\_\_\_\_

\_\_\_\_\_  
Initial Review

\_\_\_\_\_  
Final Approval