

**AMENDMENT NO. 9 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PALM DESERT AND HR GREEN PACIFIC**

1. Parties and Date.

This Amendment No. ___ to the Professional Services Agreement between the City of Palm Desert and HR Green Pacific is made and entered into as of this 14th, day of March 2024, by and between the City of Palm Desert (“City”) and HR Green Pacific, with its principal place of business at 260 Corona Pointe Court, #305, Corona, CA 92879 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled Professional Services Agreement Contract No. C41690 dated July 1, 2021, (“Agreement” or “Contract”) for the purpose of retaining the services of Consultant to provide on-call services for the Public Works and Development Services Departments.

2.2 Amendment. The City and HR Green Pacific desire to amend the Agreement to expand the scope of service in the amount of Eight Thousand Four Hundred and Ninety Six Dollars (\$8496),to include a Request for Expression of Interest to support the Broadband Feasibility Study and Master Plan. The Parties have heretofore entered into that Amendment No. 9 dated March 14, 2024.

2.3 Amendment Authority. This Amendment No. _ is authorized pursuant to Section 3.6.14 of the Agreement.

3. Terms.

3.1 Scope of Services and Term: Section 3.1.1 of the Agreement is hereby amended in its entirety to read as follows:

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work, including the preparation of a Request for Expression of Interest for the Broadband Feasibility Study and Master Plan, necessary to fully and adequately supply the services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

“Exhibit A to this agreement is hereby included as part of the scope of services to the original and amended contract.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 9, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 9. From and after the date of this Amendment No. 9,

whenever the term “Agreement” or “Contract” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 9.

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. 9.

3.4 Severability. If any portion of this Amendment No. 9 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. 9 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. 9 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PALM DESERT AND HR GREEN PACIFIC

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 9 to the Professional Services Agreement as of the day and year first above written.

CITY OF PALM DESERT

HR Green Pacific, Incorporated

By: _____
L. Todd Hileman
City Manager

By: _____
Its: Vice President

ATTEST:

Printed Name: Tim Hartnett

By: _____
Anthony J. Mejia
City Clerk

By: _____
Its: Secretary

Printed Name: Jason Poppen

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

QC: _____

Insurance:

Initial Review

Final Approval



▶ 44651 Village Court | Suite 123
 Palm Desert, CA 92260
Main 760.555.1212 + **Fax** 713.965.0044
 ▶ HRGREEN.COM

October 5, 2023

Eric Ceja | Director of Economic Development
 Economic Development Department | City of Palm Desert
 73-510 Fred Waring Drive | Palm Desert, California 92260-2578

Subject: Change Order - Broadband Feasibility and Master Plan Study, City of Palm Desert

Dear Eric,

At the request of the City of Palm Desert, HR Green is proposing the following Change Order to add Task 6 to Phase II of the Scope of Work for the Broadband Feasibility and Master Plan Study project. This Change Order includes an increase in the fee for the project. Approval of this Change Order will not change any other provisions of our contract other than the project schedule, which will be increased by six to eight weeks to accomplish this additional work.

Phase II - Planning

Task 6 – Explore and Establish Partnerships

Broadband service model #3, the Hybrid Ownership model, which is the recommended model for the City, may need to leverage funding for both core network and last-mile construction available through federal, state, or other funding sources. This will mean that the City must identify one or more potential for-profit partners who are interested in leasing the core network assets, and in building and managing last-mile connectivity. Identifying interested partners, therefore, is an important step to help the City envision a path forward, and may be required by some funding sources.

The approach used to engage with potential partners includes building a list of potential partners and other interested parties, developing a request for expressions of interest (RFEI), sending the RFEI to the list of potential partners, processing responses to the RFEI, and selecting potential partners based on the level of interest. This approach will create a faster-moving cycle in which partners can be identified and brought to the table more quickly and with a higher likelihood of successful progress.

The RFEI process will be useful to determine interested parties but does not provide the City with enough details to fully determine a proposed partner nor the form of the partnership. It is recommended that the City conduct a formal request for proposal (RFP) to identify and select its partner(s) for the potential buildout.

Deliverables:

- Request for expressions of interest (RFEI)
- List of potential private sector partners

Proposed Pricing

Task	Description of Task	Labor Task Total
Phase II - 6	Explore and Establish Partnerships	\$ 8,496



Thank you for considering this **Change Order** for this important project. We look forward to successfully completing this task, as well as this project for the City of Palm Desert. If you have any questions or require additional information, please contact Tim Jonasson by cellular phone at 760.250.6722 or by email at tjonasson@hrgreen.com or George Wentz at 949.939.5243 or by email at gwentz@hrgreen.com.

Please consider the following signature from George Wentz, as our sign off on this Change Order. Please sign in the space provided if the City authorizes HR Green to proceed with the work outlined in this Change Order.

Sincerely,

HR Green Pacific, Inc.

A handwritten signature in blue ink, appearing to read 'G. Wentz'.

George A. Wentz, PE

Vice-President

City of Palm Desert

Signature

A handwritten signature in blue ink, appearing to read 'L. Todd Hileman'.

Print Name L. Todd Hileman

Title City Manager