

**AMENDMENT NO. 2 TO CONTRACT NO. C44620B THE MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY PALM DESERT AND BELFOR USA GROUP**

1. Parties and Date.

This Amendment No. 2 to Contract No. C44620B, the Maintenance Services Agreement is made and entered into as of this **11th day of April 2024**, by and between the City of Palm Desert ("City") and Belfor USA Group, Inc. City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Contractor have entered into an agreement entitled "Maintenance Services Agreement" dated January 12, 2023 ("Agreement") for the purpose of retaining the services of Contractor to provide facility repairs and improvements.

2.2 Amendment. The City Council on April 27, 2023, approved to increase the annual aggregate amount of \$3,000,000 for Fiscal Year 2023/2024 and Fiscal Year 2024/2025. The City Council on April 11, 2024, approved to increase the annual aggregate amount from \$3,000,000 to \$4,500,000 for the remaining contract term.

3. Terms.

3.1 Amendment. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

"Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" of the original agreement. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation, in the aggregate, shall not exceed \$4,500,000, without the written approval of the City Council or City Manager, as applicable."

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" or "Contract" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

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. 2.

3.4 Severability. If any portion of this Amendment No. 2 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. 2 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.

AMENDMENT NO. 2 TO CONTRACT NO. C44620B

**MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY PALM DESERT AND BELFOR USA GROUP**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 to Contract No. C44620B, a Maintenance Services Agreement, as of the 11th day of April, 2024.

CITY OF PALM DESERT

BELFOR USA GROUP

Approved By:

L. Todd Hileman
City Manager

Signature

Name

Attested By:

Anthony J. Mejia
City Clerk

Title

Attorney