

**AMENDMENT NO. 10 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 11<sup>th</sup>, day of April 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 Nineteen Thousand Eight Hundred Eighty Four Dollars (\$19,884), to include a Request for Proposals and grant management to support the Broadband Feasibility Study and Master Plan. The Parties have heretofore entered into that Amendment No. 10 dated April 11, 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. 10, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 10. From and after the date of this Amendment No. 10,

whenever the term “Agreement” or “Contract” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 10.

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. 10.

3.4 Severability. If any portion of this Amendment No. 10 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. 10 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. 10 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. 10 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