

AMENDMENT NO. 2 TO THE DESERT WILLOW GREENS/TEE BOX RENOVATION AND TURF REDUCTION BETWEEN THE CITY OF PALM DESERT AND HERMANN DESIGN GROUP

1. Parties and Date.

This Amendment No 2 to the **Desert Willow Greens/Tee Box Renovation and Turf Reduction** is made and entered into as of this **25th** day of **July, 2024**, by and between the City of Palm Desert ("City") and **Hermann Design Group, a Corporation**, with its principal place of business at **77899 Wolf Road, Suite 102, Palm Desert, CA 92211** ("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 **Hermann Design Group** have entered into an agreement entitled "**Desert Willow Greens/Tee Box Renovation and Turf Reduction**" dated **September 29, 2022** ("Agreement" or "Contract") for the purpose of retaining the services of **Hermann Design Group** to provide **landscape architecture services for Desert Willow**.

2.2 Amendment. The City and **Hermann Design Group** desire to amend the Agreement to **increase compensation to include additional services**. The Parties have heretofore entered into that Amendment No. dated **September 6, 2023**.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section **3.6.14** of the Agreement.

3. Terms.

3.1.1 Compensation. Section **3.3** of the Agreement is hereby amended in its entirety to read as follows:

"3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under Exhibit "C" of the original Agreement, Exhibit "D" in Amendment 1, and Exhibit "E" attached hereto and incorporated herein by reference. The total compensation shall increase by Nine-Thousand and Eighty-Five Dollars (\$9,085.00) and not exceed Three Hundred Twenty-Four Thousand One-Hundred and Eighty-Five Dollars (\$324,185.00) without written approval of the City Council or City Manager, as applicable."

3.1.2 Term. Section 3.3 of the Agreement is hereby amended in its entirety to read as follows:

"3.1.2 Term. The term of this Agreement shall be from July 1, 2024 to June 30, 2025, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

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,

Contract No. C44200

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.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO DESERT WILLOW GREENS/TEE BOX RENOVATION AND TURF REDUCTION BETWEEN THE CITY OF PALM DESERT AND HERMANN DESIGN GROUP

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 to the **Desert Willow Greens/Tee Box Renovation and Turf Reduction** as of the day and year first above written.

CITY OF PALM DESERT

HERMANN DESIGN GROUP, A CORPORATION

By: ^{Signed by:}
L. Todd Hileman
CE3F366233F0405...
L. Todd Hileman
City Manager

By: ^{DocuSigned by:}
Chris Hermann
7AAEE5211F904A1...
Chris Hermann
CEO/President

Attest:

By: ^{DocuSigned by:}
Kristin Hermann
1FE0BA03200A493...
Kristin Hermann
CFO/Corporate Secretary

By: ^{Signed by:}
Anthony J. Mejia
8063A189723D437...
Anthony J. Mejia
City Clerk

Approved as to form:

By: ^{Signed by:}
Isra Shah
3820DDF2EAC84B0...
Isra Shah
Best Best & Krieger LLP
City Attorney

QC: ^{DS}
MN

Insurance:

^{DS}
JB
Initial Review

^{DS}
JB
Final Approval



Hermann Design Group, Inc.
 78365 Highway 111, PMB 332
 La Quinta, CA 92253
 760-777-9131 Phone / 760-777-9132 Fax

Work Authorization

Date	WA #
7/1/2024	2024030

Name / Address
VIA EMAIL City of Palm Desert 73-510 Fred Waring Drive Palm Desert, CA 92211

Description	Total
GREENS/TEE BOX RENOVATION DESERT WILLOW GOLF RESORT Landscape Architecture Services HDG Job No.: 22053.02 Contract C44200 Amendment 02 Construction Surveying Services Firecliff Hole 10 Relocated Tee Boxes Hermann Design Group's (HDG) subconsultant The Altum Group will provide construction surveying services as required for the Firecliff Hole 10 Relocated Tee Boxes. All other provisions of the original agreement shall apply herein; reimbursable expenses to be billed separately if incurred.	
Construction Survey Services	7,900.00
Consultant and Agency Coordination	1,185.00
Please sign and return via facsimile or email to kristin@hdg-inc.com	Total \$9,085.00

Signature: _____