

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF COACHELLA
AND DECKARD TECHNOLOGIES, INC.**

THIS FIRST AMENDMENT ("Amendment") is made and entered into as of April 25th, 2024 by and between the City of Coachella ("City") and Deckard Technologies, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. RECITALS. This Amendment is made with the respect to the following facts and purposes:

- a. On or about February 14th, 2024 the City and Consultant entered into that certain agreement entitled "City of Coachella Professional Services Agreement" between the City and Consultant to provide short term rental services in the amount of \$27,750.
- b. The parties now desire to amend the Agreement as set forth in this Amendment.

2. AMENDMENT.

2.1 General Scope of Services. Section 3.1.1 of the Agreement is hereby amended to include the additional "optional" scope of services "Tax Payment Portal" to be performed for the Short Term Rental program under this Amendment No. 1 referenced as EXHBIIT "A".

2.2 Performance Period. Section 3.1.2 of the Agreement is hereby amended to go into effect on February 14, 2024 contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's Agreement Administrator. The Agreement shall end on February 14, 2025, unless extended by Agreement Amendment.

2.3 Compensation. Section 3.3.1 of the Agreement is hereby amended to increase the compensation for all services rendered under this Agreement as set forth in EXHIBIT "B" attached hereto and incorporated herein by reference.

The total authorized compensation for the Amendment No. 1 is in the amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000).

The amended total compensation shall not exceed **Thirty-Two Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$32,750)** without written approval of the City's representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this agreement.

2.4 Continuing Effect of Agreement. Except as amended by this Amendment, all

provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

2.5 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.

2.6 Counterparts. This Amendment 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.

IN WITNESS THEREOF, the parties have executed this Amendment as of the day and year first set forth above, which date shall be considered by the parties to be the effective date of this Amendment.

CITY OF COACHELLA

DECKARD TECHNOLOGIES, INC.

By: _____

Gabriel Martin
City Manager

By: _____

Name
Title

By: _____

Carlos Campos, City Attorney

Attest: _____

Angela Zepeda, City Clerk