

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE
CITY OF COACHELLA AND CANNON DESIGN**

THIS FIRST AMENDMENT (“Amendment”) is made and entered into as of October 14, 2020 by and between the City of Coachella (“City”) and Cannon Parkin, Inc. (Cannon Design), (“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 November 30, 2019 the City and Consultant entered into that certain agreement entitled “City of Coachella Professional Services Agreement” between the City and Consultant in the amount of \$458,000 for the Fire Station #79 Rehabilitation, City Project# F-9.
 - b. The parties now desire to amend the Agreement as set forth in this Amendment.

2. Amendment.

Section 3.1.3, Scope of Services and Term Extension, of the Agreement is hereby amended in its entirety to read as follows:

“3.1.3 Extension of Term. Following the expiration of the Term identified in the Agreement, the term of this Agreement shall be extended to May 27, 2021.”

Section 3.3.1, Compensation, 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 this Agreement as set forth in Exhibit “A” of the Agreement and ATTACHMENT “A” attached hereto and incorporated herein by reference. The total compensation shall not exceed **Six-Hundred-Twenty-Four Thousand Eight-Hundred-Fifty Dollars (\$624,850.00)** 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.”

3. 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.

4. 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.
5. 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

CANNON DESIGN

By: _____
William Pattison, City Manager

By: _____

Print Name: _____

Approved as to form:

Title: _____

By: _____
Carlos Campos, City Attorney

Attest:

By: _____
Angela Zepeda, City Clerk