

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of **February, 2023** by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53390 Enterprise Way, Coachella, California 92236 (“City”) and **Deckard Technologies, Inc.** a Delaware corporation with its principal place of business at **1620 Fifth Ave, San Diego, CA 92101** (“Consultant”). The City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the City relies upon this representation. Consultant shall perform to the satisfaction of the City and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

2.2 Project.

The City desires to engage Consultant to render **Short Term Rental** data analytics and compliance monitoring (“Services”), as set forth in the Scope of Services attached hereto and incorporated herein as **Exhibit “A.”** The total compensation shall not exceed **Twenty-Seven Thousand Seven Hundred and fifty Dollars (\$27,750)**. Extra Work may be authorized, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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 necessary to fully and adequately supply the Services as described in Exhibit “A.” 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.

3.1.2 Term. The term of this Agreement shall be from February 14, 2024 to February 14, 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. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than TWO (2) additional one-year (1) terms, subject to departmental and City Manager concurrence and available funding.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in **Exhibit "B"** attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the City shall respond to Consultant's submittals in a timely manner. Upon request of the City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of the City.

3.2.4 Substitution of Key Personnel. Consultant has represented to the City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of the City. In the event that the City and Consultant cannot agree as to the substitution of key personnel, the City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Dustin Reilich, Vice President.**

3.2.5 City's Representative. The City hereby designates Gabriel D. Martin, City Manager or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). The City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Dustin Reilich, Vice President**, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with the City staff in the performance of Services and shall be available to the City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub-consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from providing Services under this Agreement by the Consultant and shall not be re-employed to perform any of the Services.

3.2.8.1 Period of Performance. Consultant shall perform and complete all Services under this Agreement in accordance with Exhibit "B." Consultant agrees that if the Services are not completed according to the Schedule of Services in Exhibit "B," City shall be entitled to terminate this Agreement for cause.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and

regulations in connection with the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its elected and appointed officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any sub-consultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or sub-consultants. Consultant shall also require all of its sub-consultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy, which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers,

employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and sub-consultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "C,"** entitled Compensation, attached hereto and incorporated herein by reference. The total compensation shall not exceed **Twenty-Seven Thousand Seven Hundred and fifty Dollars (\$27,750)**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to the City a monthly-itemized statement, which indicates work completed and hours of the Services rendered by Consultant. The statement shall describe the amount of the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as

appropriate, through the date of the statement. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the City.

3.3.4 Extra Work. At any time during the term of this Agreement, the City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work, which is determined by the City to be necessary for the proper completion of the Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Labor Code Requirements.

3.3.5.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.5.2 Registration and Labor Compliance. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Consultant and all sub-consultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the Project and require the same of any sub-consultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any

other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services, which have been adequately rendered to the City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the City may require Consultant to provide all finished or unfinished Work Product (defined below) and other information of any kind prepared by Consultant in connection with the performance of the Services under this Agreement. Consultant shall be required to provide such Work Product and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Deckard Technologies
1620 Fifth Avenue, Suite 400 San Diego, CA 92101
Attn: Nickolas R. Del Pego, CEO

City:

City of Coachella
53390 Enterprise Way
Coachella, CA 92236
Attn: Dr. Gabriel D. Martin, City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

1. 3.5.3.1 Documents & Data; Licensing of Intellectual Property. The results of the Services delivered to City in the form delivered to City, including all reports, technical communications, drawings, records, charts, or other materials originated or prepared by Consultant for City in performing the Services (all of the foregoing, collectively, the “Work Product”) shall be the property of City, and Consultant hereby assigns all rights to such Work Product to City Without limiting the generality of the foregoing and subject to Consultant’s confidentiality obligations under this Agreement, City acknowledges that the Work Product will include the aggregation and analysis of certain publicly available data and agrees that nothing contained in this Agreement shall be interpreted to prohibit Consultant from using its technology and other intellectual property to analyze the same or similar publicly available information for third parties. In addition, to the extent that Consultant incorporates any Deckard Property (as defined below), including any pre-existing or copyrighted work of Consultant into the Work Product, such Deckard Property shall remain the property of Consultant. Consultant grants to City a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such Deckard Property in connection with exercising the rights of ownership granted to City under this Agreement. In addition, nothing herein shall grant to City any rights in the “Rentalscape” Platform or any other proprietary technologies and intellectual property used by Deckard in preparing any Work Product (“Deckard Property”).

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the City’s name or insignia or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorneys’ Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys’ fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its elected and appointed officials, officers, employees,

volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its elected and appointed officials, directors, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, elected or appointed officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the City and its directors, elected and appointed officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the City, its elected and appointed officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and sub-consultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or sub-consultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any sub-consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of equal opportunity employment or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF COACHELLA

Deckard Technologies, Inc.

By: _____
Dr. Gabriel D. Martin
City Manager

By: _____
Thomas E. Hemmings
CFO

Exhibit “A”
SCOPE OF SERVICES

The Consultant shall work in partnership with the City to provide a full range of professional support services for the implementation and ongoing administration of, including but not limited to, the following tasks and as outlined in the Consultant’s Proposal (“Services”):

1. Short-term Rental Property & Address Identification:

- a) Weekly monitoring of 60+ short-term rental websites.
- b) Weekly list of City of Coachella’s active short-term rental listings.
- c) Quick and accurate identification of short-term rental properties in Coachella’s jurisdiction, including full address, parcel information, and contact information for all identifiable short-term rentals in the City.
- d) All publicly available listing and contact information for non-identifiable short-term rentals.
- e) Weekly high-resolution screenshots of all active short-term rental listings.

2. Data Management and Consolidation of Short-term Rental Records:

- a) Real-time interactive and fully integrated cloud-based short-term rental data management, permitting, and tax collection system.
- b) Automatic aggregation, consolidation, and de-duplication of listings to establish a reliable, always up-to-date short-term rental database.
- c) Weekly matching of identified short-term rental properties with the City of Coachella's permitted short-term rental properties and/or transient occupancy tax account holders.

3. Short-term Rental Compliance Monitoring, Notification, and Reporting:

- a) Weekly monitoring of short-term rental properties for zoning and permit compliance.
- b) Weekly pro-active and systematic outreach to unpermitted and/or illegal short-term rental operators using Coachella's advanced, multi-paged form letters.
- c) Advanced ability to precisely segment and target different types of letter recipients using an unlimited number of different form letter templates.
- d) Cloud-based self-service letter template management system to give City staff the ability to manage and update letter templates and mailing criteria.
- e) Ability to send both first-class and certified letters (or both).
- f) Proof of contact provided in the form of first-class and certified letter tracking info (where such data is provided by the United States Postal Service) and make PDF copies of all letters.
- g) Real-time accessible reporting on zoning, permit, and legal non-compliance by address and by owner.

- h) Always up-to-date list of short-term rentals operating illegally or not in compliance with zoning, permitting, nuisance issues, and records of all past attempts to bring the short-term rental into compliance.
- i) Weekly pro-active permit compliance monitoring, i.e., ongoing monitoring of compliance with Coachella's requirement to list permit numbers on all advertisements.
- j) Short-term Rental Activity Monitoring and Tax Collection Assistance:
- k) Weekly monitoring of 60+ short-term rental websites for signs of rental activity.
- l) Detailed weekly information on reviews and pricing for listings.
- m) Consolidated utilization and revenue estimates across listing platforms using advanced revenue, utilization, and tax fraud detection algorithms.
- n) Continuously updated list of short-term rental owners suspected of non- or underreporting taxes.
- o) Pro-active, systematic, and data-informed outreach to short-term rental operators suspected of under-reporting taxes using Coachella's advanced, multi-paged form letters.
- p) Custom reports and analytics to support tax audits and other short-term rental-related investigations.
- q) Integrated mobile enhanced web forms to streamline transient occupancy tax audits and collection of rental activity documentation from short-term rental operators suspected of underreporting taxes.
- r) Integrated mobile enhanced web forms to automate the calculation and collection of transient occupancy taxes.

4. Zoning, Permitting, and Violation Enforcement Assistance:

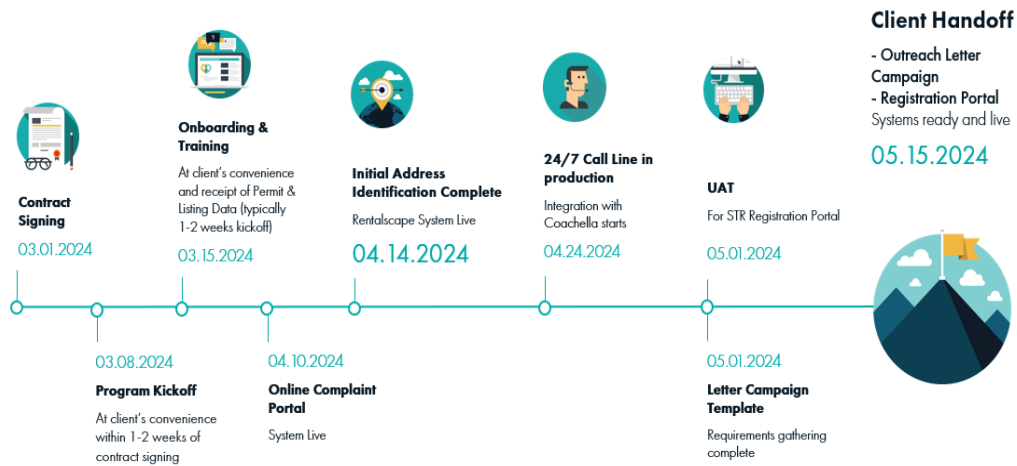
- a) Toll-free telephone hotline that is staffed 24/7, and a mobile-enabled web form or app for neighbors to report non-emergency problems related to short-term rental properties.
- b) Full documentation of all reported incidents.
- c) Digital recordings and written summary reports of all calls.
- d) Ability for neighbors to include photos, video footage, and sound recordings to document complaints.
- e) Real-time outreach to owners/managers of problem short-term rental properties (whenever owner's contact information is known).
- f) Full documentation of owner/manager outreach activities.
- g) Detailed reporting on incidents.
- h) Automatic escalation of issues to emergency responders where required.

Exhibit “B” SCHEDULE OF SERVICES

The term of this Agreement shall be from February 14, 2024 to February 14, 2025, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than TWO (2) additional one-year (1) terms, subject to departmental and City Manager concurrence and available funding. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

Timeline: City of Coachella, CA

* Assuming contract sign on March 1st



The timeline above assumes contract signing late-February 2024. All the Rentalscape systems require configuration to meet the City’s specific needs and assumes that the city staff will be available to document configuration requirements including details of violations, the details required when registering and the calculation of TOT payments including interest and late fees. Assuming the requirements are gathered quickly, and the City staff is accessible and responds in a quick manner to questions and requirements approvals, we fully expect to deliver Rentalscape to the City of Coachella well within the above timeline. The specific target for go-live of the STR registration portal is the 15th of May 2024 prior to the “All systems live” on the 15th of May 2024.

Exhibit “C” COMPENSATION

IDENTIFICATION, MONITORING & REPORTING	PRICE
<ul style="list-style-type: none"> ● Identify property address ● Identify property owner address ● Estimated 450 properties ● 10,000+ Websites monitored Daily, worldwide ● Daily Monitoring of all Calendar Activity ● Real-time Reporting of all New Listings ● FutureCast™ - Identify future bookings as they are made on the rental platform ● Automatic identification of violations 	\$14,750 Annually
OUTREACH CAMPAIGN	
<ul style="list-style-type: none"> ● Letter campaign to inform STR owners/hosts about tax requirements and procedures ● All letter templates will receive City approval pre-campaign ● Campaign includes one Introductory letter and two additional escalation letters 	\$3,500 Annually
STR REGISTRATION PORTAL	
<ul style="list-style-type: none"> ● Online, intuitive portal for registration and renewal ● Fields customizable to meet City needs ● Pursue delinquent payments from hosts ● Provide daily reports on new and modified permits 	\$5,000 Annually
TAX PAYMENT PORTAL	
<ul style="list-style-type: none"> ● Easy to use online tax payment portal ● Configurable tax, late fee and interest rates on a per-property basis ● Provide daily reports on tax payments and remittances to the City 	\$5,000 (OPTIONAL)
COMPLAINT 24/7 HOTLINE & ONLINE FORM	
<ul style="list-style-type: none"> ● 24/7 US based bi-lingual Call Center with live agents – Basic (see Pg 12 for Detail Information) ● Online complaint form (Complaint Form only \$2,000) 	\$4,500 Annually
CONSTITUENT PORTAL	
<ul style="list-style-type: none"> ● Public facing portal (Link placed on Jurisdiction’s website) ● Permit Data and Responsible Party contact info for STR Property (Standard) 	\$5,000 (OPTIONAL)
FORECLOSURE / VACANT PROPERTY REGISTRATION PORTAL	
<ul style="list-style-type: none"> ● Maintain Online Property Registration ● Proactively monitor foreclosure filings, etc. ● Notify responsible party of registration requirements 	\$100 per property (OPTIONAL)
REPORTING & ANALYSIS	
<ul style="list-style-type: none"> ● On Demand, Dynamic reporting, offering multiple ad hoc reports ● Filters allowing users to focus on specific segments of the STR population 	INCLUDED
DEDICATED ACCOUNT MANAGER	
<ul style="list-style-type: none"> ● Single Point of Contact for City staff for all matters ● Ensures the City is following Industry best practices ● Shepherds the implementation process from start to finish ● Periodic meetings/calls throughout the life of the account 	INCLUDED
UNLIMITED ACCOUNTS & TRAINING SESSIONS	
<ul style="list-style-type: none"> ● No limit on the number of Rentalscape user accounts ● No per-session training costs 	INCLUDED
TOTAL YEAR ONE	\$27,750

NOTE – Pricing valid for 90 days

NOTE 2 – Co-operative contracts available. Additional Information available upon request.