

**THIRD AMENDMENT TO AGREEMENT BETWEEN THE  
CITY OF COACHELLA  
AND KOA CORPORATION  
Project ST-93**

**THIS THIRD AMENDMENT** ("Amendment") is made and entered into as of June 28, 2023 by and between the City of Coachella ("City") and KOA Corporation ("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 October 9<sup>th</sup>, 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 \$545,360 for project ST-93.
  - b. On or about November 10<sup>th</sup>, 2021 the City and Consultant entered into that certain agreement entitled "First Amendment" between the City and Consultant in the amount of \$71,680.
  - c. On or about October 12, 2022 the City and Consultant entered into that certain agreement entitled "Second Amendment" between the City and Consultant in the amount of \$46,640.
  - d. The parties now desire to amend the Agreement as set forth in this Amendment.
2. Amendment. Section 3.1.2, Term, 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 June 28, 2023 to June 28, 2024, 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.

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" at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Six Hundred Eighty Thousand Twenty-Four Dollars (\$680,024.00)** 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

KOA CORPORATION.

By: \_\_\_\_\_  
Gabriel Martin, City Manager

By: \_\_\_\_\_  
Min Zhou, Chief Executive Officer/President

Approved as to form:

By: \_\_\_\_\_  
Carlos Campos, City Attorney

Attest:

By: \_\_\_\_\_  
Delia Granados, Deputy City Clerk