

**AMENDMENT NO.1
TO THE
AGREEMENT FOR CONCRETE INSTALLATION, REPAIR AND MAINTENANCE
SERVICES AS NEEDED CONTRACT
BETWEEN
THE CITY OF CATHEDRAL CITY, CALIFORNIA
AND
DESERT ANTS ENGINEERING, INC.**

In accordance with the "Agreement for Concrete Installation, Repair and Maintenance Services As Needed Contract" dated August 24, 2022, ("Agreement"), by and between the **City of Cathedral City**, a municipal corporation ("City") and **Desert Ants Engineering, Inc.**, a California corporation ("Contractor"), and in accordance with the Section of the Agreement, entitled, "Amendments", this Amendment Number No. 1 to the Agreement is made and entered into this on the 24th day of August, 2025, ("Effective Date").

RECITALS

A. Contractor currently provides the City with Concrete Installation, Repair, and Maintenance Services.

B. City desires to amend the Agreement as per Section 1, to: extend the term of the Agreement one (1) year, commencing on the Effective Date.

C. Section 13. Unauthorized Aliens and Section 34. Electronic Signature have been added to the City's standard agreements. This amendment will include Section 2. Unauthorized Aliens and Section 3. Electronic Signature.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

Section 1. The agreement termination date as set forth in the Agreement is hereby amended such that it shall expire at the end of business day on August 24, 2026 (Expiration Date). Following this one (1) year extension, the option to extend the Agreement for one (1) additional year, commencing after the Expiration Date, remains in effect per the terms outlined in the Agreement.

Section 2. Unauthorized Aliens

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost

of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

Section 3. Electronic Signature

The parties agree that, in accordance with the City's Electronic Signature Use Policy, adopted on August 10, 2023, and as amended thereafter, the Parties may use electronic signatures to execute this Agreement. Any use of electronic signatures to execute this Agreement shall comply with the City's Electronic Signature Use Policy, and such signatures shall have the same force and effect as if this Agreement were executed by hand. Contractor acknowledges that it has had an opportunity to request and review the City's Electronic Signature Use Policy, and Contractor agrees to comply with the Electronic Signature Use Policy. Contractor agrees to indemnify, defend, and hold the City harmless from any claim, damage, or liability associated with transmitting an electronic signature or an electronically signed record by electronic transmission.

Section 4. Except as specifically amended by this Amendment No. 1, the remaining terms of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

SUMMARY:

Amendment No. 1 extends the contract end date to August 24, 2026, and updates the Agreement to the City's standard agreement for services

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. 1 to be executed as of the date first written above.

CITY OF CATHEDRAL CITY

Desert Ants Engineering, Inc.

By: Charles P. McClendon
City Manager

By:

ATTEST:

By: Tracey R. Hermosillo, CMC
City Clerk

By:

By: Eric S. Vail
City Attorney