

**AMENDMENT NO.2 TO THE POOL AND WATER FEATURE MAINTENANCE AND  
REPAIR SERVICES AGREEMENT  
BETWEEN THE PALM DESERT HOUSING AUTHORITY AND SERVICE FIRST LLC.**

**1. Parties and Date.**

This Amendment No. 2 to the POOL AND WATER FEATURE MAINTENANCE AND REPAIR SERVICES AGREEMENT is made and entered into as of this 14<sup>th</sup> day of March 2024, by and between the Palm Desert Housing Authority (“Housing Authority”) and Service First, LLC., a corporation with its principal place of business at 2510 N. Grand Avenue, Suite 110, Santa Ana, CA 92705 (Contractor). The Housing Authority and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. Recitals.**

2.1 Agreement. The Housing Authority and Contractor have entered into an agreement entitled Pool and Water Feature Maintenance and Repair Services Agreement dated December 12, 2019 (“Agreement” or “Contract”) for the purpose of Pool and Water Feature Maintenance and Repair Services for Palm Desert Housing Authority Properties.

2.2 Amendment. The Housing Authority and Contractor desire to amend the Agreement to extend for additional service compensation.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3.1.2 of the Agreement.

**3. Compensation.**

3.1 Compensation. Section 3.2.1 of Amendment No.1 of HA39040 is hereby amended in its entirety to read as follows:

3.2.1 Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "1" attached hereto and incorporated herein by reference. The total compensation shall not exceed one hundred thirty-eight, five hundred seventy-three and 11 cents (138,573.11) per year for a total of \$277,146.22 for both years, without prior written approval. Additional service up to \$50,000 annually to be requested as needed. Subject to budget approval.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 2 all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term “Agreement” or “Contract” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.4 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 No. 2.

3.5 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6 Counterparts. This Amendment No. 2 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.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR AMENDMENT NO.2 TO THE POOL AND WATER FEATURE  
MAINTENANCE AND REPAIR SERVICES AGREEMENT  
BETWEEN THE PALM DESERT HOUSING AUTHORITY AND SERVICE FIRST LLC.**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 to the  
Courtesy Patrol Services Agreement as of the day and year first above written.

**PALM DESERT HOUSING AUTHORITY**

**SERVICE FIRST, LLC.**

Approved By:

\_\_\_\_\_  
L. Todd Hileman  
Executive Director

\_\_\_\_\_  
Signature  
Frank Vandenberg

\_\_\_\_\_  
Name  
President

\_\_\_\_\_  
Title

Attested By:

\_\_\_\_\_  
Anthony J. Mejia, Secretary

\_\_\_\_\_  
Signature  
Mark Bucher

\_\_\_\_\_  
Name  
Secretary

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Isra Shah  
Best Best & Krieger, LLP  
Special Counsel

QC: \_\_\_\_\_

Insurance: \_\_\_\_\_  
Initial Review      Final Review

Exhibit 1



DATE: 09/26/2022

To whom it may concern,

Service First would like to accept the offer of extension for Contract HA39040 PDHA Pool and Water Feature Maintenance and Repair services with a 3% increase bringing the annual contract amount to \$138,573.11 due to Chemical and Material cost increases imposed on us during the last year. We value our relationship with PDHA and the RPM company and will continue to provide excellent service.

  
\_\_\_\_\_  
Bob Wormus      9/26/22  
Account Manager      DATE

  
\_\_\_\_\_  
Rich Rohr      9.26.22  
President      DATE