

**AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN THE  
PALM DESERT HOUSING AUTHORITY AND VM POOL SERVICE AND REPAIRS, INC.**

**1. Parties and Date.**

This Amendment No. 1 to the **MAINTENANCE SERVICES AGREEMENT, HA48770** is made and entered into as of this **22nd** day of **May, 2025** by and between the Palm Desert Housing Authority ("Authority") and **VM POOL SERVICE AND REPAIRS, INC., a Corporation**, with its principal place of business at **40395 Firenze Court, Indio, CA 92203** ("Vendor"). The Authority and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. Recitals.**

2.1 Agreement. The Authority and **VM Pool Service and Repair, Inc.** have entered into an agreement entitled "**MAINTENANCE SERVICES AGREEMENT, HA48770**" dated **January 1, 2025** ("Agreement" or "Contract") for the purpose of retaining the services of **VM POOL SERVICE AND REPAIRS, INC.** to provide **POOL AND WATER FEATURE MAINTENANCE AND REPAIR SERVICES AT PALM DESERT HOUSING AUTHORITY PROPERTIES.**

2.2 Amendment. The Authority and **VM POOL SERVICE AND REPAIRS, INC.** desire to amend the Agreement to **INCREASE ADDITIONAL SERVICES TO THE NOT TO EXCEED COMPENSATION AMOUNT.**

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to **Section 3.5.9** of the Agreement.

**3. Terms.**

3.1.1 Compensation. Section **3.3.1** of the Agreement is hereby amended in its entirety to read as follows:

"Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Ninety-Five Thousand Four Hundred and 00/100 Dollars (\$95,400.00)** without written approval of the Palm Desert Housing Authority Board or Executive Director, as applicable. Extra Work may be authorized, as described in Section 3.3.5 Extra Work of the Agreement, and if authorized, will be compensated at the rates and manner set forth in this Agreement or as agreed to by the Parties in writing in an amount not to exceed **Thirty Five Thousand and 00/100 Dollars (\$35,000.00).**"

3.1.2 Exhibits

"Exhibit C" is hereby deleted in its entirety and replaced with Exhibit 1 attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" or "Contract" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 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. 1.

3.4 Severability. If any portion of this Amendment No. #1 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 Counterparts. This Amendment No. 1 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. 1 TO MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE PALM DESERT HOUSING AUTHORITY  
AND VM POOL SERVICE AND REPAIRS, INC**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 to the **MAINTENANCE SERVICES AGREEMENT** as of the day and year first above written.

**PALM DESERT HOUSING AUTHORITY**

**VM POOL SERVICE AND REPAIRS, INC**

By: \_\_\_\_\_  
Chris Escobedo  
Executive Director

By: \_\_\_\_\_  
Victor Monterroso  
President/Secretary

Attest:

By: \_\_\_\_\_  
Anthony J. Mejia  
Secretary

Approved as to form:

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

**Clerks QC:** \_\_\_\_\_

**Contracts QC:** \_\_\_\_\_

**Insurance:**

\_\_\_\_\_  
**Initial Review**

\_\_\_\_\_  
**Final Review**

**Exhibit 1**

**PALM DESERT HOUSING AUTHORITY  
REQUEST FOR VENDOR QUOTES  
POOL, SPA, AND WATER FEATURE MAINTENANCE AND REPAIR**

**ATTACHMENT "B"  
VENDOR QUOTE FORM**

**VENDOR NAME:** VM POOL SERVICES & REPAIR

---

**ADDRESS:** 40395 Firenze Ct, Indio, CA 92203

---

**EMAIL:** v.m.pool@hotmail.com

---

**PHONE:** (760) 343-8616

---

The undersigned, hereby declare that they have carefully examined the location of the proposed work, familiarized themselves with the local conditions affecting the cost of the work, and have read and examined the terms and conditions for the following Project:

**Palm Desert Housing Authority  
Pool, Spa, and Water Feature Maintenance and Repair**

The undersigned, hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in strict accordance with the Vendor Price Quote.

<b>Property</b>	<b>Type of Feature</b>	<b>Cost (Monthly)</b>	<b>Cost (6-month)</b>
<b>CALIFORNIA VILLAS</b> 77-107 California Drive	(1) Swimming Pool, (1) Spa	\$1,200.00	\$8,400.00
<b>CANDLEWOOD</b> 74000 Shadow Mountain Drive	(1) Swimming Pool, (1) Spa	\$1,200.00	\$8,400.00
<b>CARLOS ORTEGA VILLAS</b> 77-915 Avenue of the States	(1) Swimming Pool	\$750.00	\$4,500.00
<b>CATALINA GARDENS</b> 73-600A Catalina Way	(1) Swimming Pool	\$750.00	\$4,500.00
<b>DESERT POINTE</b> 43-805 Monterey Avenue	(1) Swimming Pool	\$750.00	\$4,500.00
<b>LAGUNA PALMS</b> 73875 Santa Rosa Way	(1) Swimming Pool	\$750.00	\$4,500.00
<b>LAS SERENAS</b> 73-315 Country Club Drive	(3) Swimming Pools, (1) Spa	\$1,050.00each \$3,150.00	\$18,900.00
<b>NEIGHBORS</b> 73-535 Santa Rosa Way	(1) Swimming Pool	\$750.00	\$4,500.00
<b>ONE QUAIL PLACE</b> 72-600 Fred Waring Drive	(4) Swimming Pools, (4) Spas (1) Water Feature	\$1,200.00each \$4,800.00	\$28,800.00

**PALM DESERT HOUSING AUTHORITY  
REQUEST FOR VENDOR QUOTES  
POOL, SPA, AND WATER FEATURE MAINTENANCE AND REPAIR**

<b>TAOS PALMS</b> 44-830 Las Palmas Avenue	(1) Swimming Pool	\$750.00	\$4,500.00
<b>THE PUEBLOS</b> 73-695 Santa Rosa Way	(1) Swimming Pool	\$650.00	\$3,900.00

Total 6-Month Cost Proposal in Figures: \$ \$95,400.00

Total 6-Month Cost Proposal in Words: Ninety Five Thousand, Four Hundred Dollars  
In the event of a conflict between the numbers written in 'figures', the 'words' shall control.

**EXTRA WORK AND/OR EMERGENCY COST PROPOSAL**

Extra Work and/or Emergency Notifications are subject to PDHA authorization. Provide hourly costs associated with the types of services listed that are outside of the scope of daily maintenance:

SERVICE	COST (HOURLY)
Response to emergency call out within 2 hours of notification	\$110.00 Per Hour
Repairs	\$90.00 Per Hour
Extra work not pertaining to normal maintenance service.	\$90.00 Per hour
Other <u>New Plaster, New Tile, New Plumbing</u>	\$150.00 Per hour / Each Person

Describe other extra work that should be included that is outside of routine maintenance:

SERVICE	COST
1. Clean filter, plus parts as needed per job.	\$90.00 Per Filter
2. Remove concrete	\$6.00 Each Square feet
3. Install New Concrete	\$22.00 Each Square Feet
4. Gunite or Gunite Repair	\$310.00 Yard

I hereby declare under penalty of perjury that the foregoing is true and correct.

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Authorized Representative Signature)

Print Name: Victor Monterroso

Contractor's License Number and Classification: 957537 (C61/035:Pool & Spa Maintenance & C53: Pool Contractor)  
DIR Registration Number: 1000370072