

**SECOND AMENDMENT TO THE CONTRACT SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF DESERT HOT SPRINGS
AND KNORR SYSTEMS, INC.**

THIS FIRST AMENDMENT TO THE CONTRACT SERVICES AGREEMENT BY AND BETWEEN THE CITY OF DESERT HOT SPRINGS AND KNORR SYSTEMS INC. ("Amendment"), is made and entered into as of the 5th day of August 2014, by and between the City of Desert Hot Springs, a municipal corporation, in the County of Riverside, State of California ("City"), and Knorr Systems, Inc., ("Contractor"), with the City and Contractor sometimes together referred to herein as the "Parties."

RECITALS

WHEREAS, the Parties previously entered into that certain Contract Services Agreement Between the City of Desert Hot Springs and Knorr Systems, Inc., dated November 6, 2012 ("Agreement"), for Contractor to provide maintenance of the swimming pool at the John Furbee Aquatic Center; and

WHEREAS, the Parties executed a First Amendment to the agreement on April 15, 2014 extending the Agreement to August 1, 2014 and replaced the total contract cost to 216,665.00.

WHEREAS, the Parties desire to amend the Agreement as set forth in this amendment and to extend the term of the Agreement pursuant to Section 8.2 of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

Section 1. RECITALS

The Recitals set forth above are hereby incorporated into this Amendment by this reference, as though fully set forth herein.

Section 2. SECTION 1.1 TERM OF SERVICES

Section 1.1 of the Agreement is hereby revised so that the term of the Agreement shall expire on September 30, 2014.

Section 3. Except as set forth above, all other provision of the Agreement shall remain in full force and effect.

Section 4. EXHIBIT "A"

Exhibit "A" of the Agreement is attached hereto:

Section 5. ATTORNEY'S FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Amendment or as a result of any alleged breach of any provision of this Amendment, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 6. COUNTERPARTS

This Amendment may be executed in several counterparts, each of which shall be deemed to be an original and shall constitute one and the same instrument and shall become binding upon the Parties when at least a copy hereof shall have been signed by the Parties hereto.

Section 7. CONFLICTS

In the event there exists any conflicts between the terms of this Amendment and the Agreement, the terms of this Amendment shall be superseding.

Section 8. REMAINING PROVISIONS

All other remaining terms and conditions of the Agreement shall remain unchanged.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date first written above.

CITY OF DESERT HOT SPRINGS

CONTRACTOR

Martín Magaña, City Manager

Knorr Systems, Inc.

ATTEST:

Jerryl Soriano, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, City Attorney