

**THIRD AMENDMENT TO THE CONTRACT SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF DESERT HOT SPRINGS
AND UNITED GLI INC.**

THIS SECOND AMENDMENT TO THE CONTRACT SERVICES AGREEMENT BY AND BETWEEN THE CITY OF DESERT HOT SPRINGS AND UNITED GLI INC. ("Amendment"), is made and entered into as of the 8th 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 United GLI 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 United GLI Inc., dated March 7, 2011 ("Agreement"), for Contractor to provide Landscape Maintenance For Landscape and Lighting Maintenance Districts; and

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 August 31, 2014.

Section 3. SECTION 2 COMPENSATION

Section 2 of the Agreement is hereby amended to read as follows:

The City hereby agrees to pay Contractor a sum not to exceed a monthly total of Sixteen Thousand Sixty Seven Dollars and no cents (\$16,067.00), notwithstanding any contrary indications that may be contained in Contractor

Proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. The City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from the City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to the City in the manner specified herein. Except as specifically authorized by the City, Contractor shall not bill the City for duplicate services performed by more than one person.

Section 4. Except as set forth above, all other provision of the Agreement shall remain in full force and effect.

Section 5. EXHIBIT "A"

Exhibit "A" of the Agreement is attached hereto:

Section 6. 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 7. 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 8. 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 9. REMAINING PROVISIONS

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

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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

UNITED GLI, INC.

Martin Magana, City Manager

Samantha Chisholm, Secretary

ATTEST:

Jerryl Soriano, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, City Attorney