AMENDMENT NO. 2

TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF BELL, CARL WARREN & COMPANY AND THE INDEPENDENT
CITIES RISK MANAGEMENT AUTHORITY

This AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF BELL, CARL WARREN & COMPANY AND THE
INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY ("Amendment No. 2") by and
between the City of Bell, California, a body corporate and politic (the "City"), Carl Warren &
Company a California corporation ("Consultant"), and the Independent Cities Risk Management
Authority, a joint powers authority ("Authority") is effective as of the 13th day of June, 2018.

RECITALS

A. The City, as a member of Authority, has joined with other member cities to pool
their resources under a Joint Powers Authority Agreement to support their
individual self-insured programs.

B. The City, Authority and Consultant entered into that certain Professional Services
Agreement dated August 1, 2014 ("Agreement") whereby Consultant agreed to
provide third party claim administration services.

C. The term of the Agreement was for three years beginning on August 1, 2014 and
ending on July 31, 2017.

D. Pursuant to Section 7 of the Agreement, the Parties may extend the term of the
Agreement for up to two (2) additional years by mutual agreement through two
one year extensions.

E. The City, Authority and Consultant entered into that certain Amendment No. 1 on
August 1, 2017 to extend the term of the Agreement an additional 11 months
ending on June 30, 2018, to coincide with the end of the 2017-2018 fiscal year.

F. With Amendment No. 2, the City Council desires to extend the term of the
Agreement an additional 12 months ending June 30, 2019, to coincide with the
end of the 2018-2019 fiscal year.

G. Except as to the length of the term, the terms and conditions of the Agreement,
including compensation, are unaffected by this Amendment.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.
a. Section 7 of the Agreement is hereby amended and shall now read as follows:

"7. Term. The term of this Agreement is for a period of four (4) years and eleven (11) months, commencing on August 1, 2014 and terminating on July 30, 2019."

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all provisions of the Agreement, as amended by Amendment No. 1, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 and 2.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City, Authority and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City and Authority that, as of the date of this Amendment No. 2, neither City nor Authority is in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City and Authority each represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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 the Agreement.

5. Authority. The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF BELL

[Signature]
Fidencio Joel Gallardo
Mayor

ATTEST:

[Signature]
Angela Bustamante
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

[Signature]
David J. Aleshire
City Attorney

AUTHORITY:

Independent Cities Risk Management Authority

By: [Signature]
Name: Beth Lyons
Title: Executive Director

CONSULTANT:

Carl Warren & Company

By: [Signature]
Name: Tom Boylan
Title: President & CEO
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the
document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange
On July 9, 2018 before me, Melinda Odom
personally appeared Tom Boylan

Here Insert Name and Title of the Officer
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws
of the State of California that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: __________________________________________ Document Date: __________________________
Number of Pages: ______ Signer(s) Other Than Named Above: _______________________________________

Capacity(ies) Claimed by Signer(s)

Signer’s Name: __________________________________________ Signer’s Name: __________________________
☐ Corporate Officer — Title(s): __________________________ ☐ Corporate Officer — Title(s): __________________________
☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator
☐ Other: __________________________________________ ☐ Other: __________________________________________

Signer Is Representing: __________________________________________

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6927) Item #5907
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On August 9, 2018 before me, Angela Bustamante

Date

personally appeared Beth Szama

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: __________________________ Document Date: __________________________
Number of Pages: _______ Signer(s) Other Than Named Above: __________________________

Capacity(ies) Claimed by Signer(s)
Signer's Name: __________________________________________
☐ Corporate Officer — Title(s): __________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: __________________________
Signer Is Representing: __________________________

Signer's Name: __________________________________________
☐ Corporate Officer — Title(s): __________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: __________________________
Signer Is Representing: __________________________

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907