AMENDMENT NO. 3
TO AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND LEAD TECH ENVIRONMENTAL

This AMENDMENT NO. 3 TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF BELL AND LEAD TECH ENVIRONMENTAL ("Amendment No. 3") by and between the CITY OF BELL ("City") and LEAD TECH ENVIRONMENTAL, ("Contractor") is effective as the 10th day of October, 2018.

RECITALS

A. The City and the Contractor entered into that certain Contract Services Agreement dated October 14, 2015 ("Agreement") whereby the Contractor agreed to provide asbestos and lead-based paint testing, assessments, screening, and clearance reports for the City.

B. Pursuant to section 3.4 of the Agreement and Section I of Exhibit D thereto, the term of the Agreement was for one (1) year set to expire on October 14, 2016.

C. The total maximum compensation due under that Agreement was $15,000.

D. Pursuant to section I of Exhibit D thereto, the City may, in its sole and absolute discretion, extend the term for four (4) additional one-year periods.

E. On October 12, 2016, the City and Contractor entered into Amendment No. 1 to the Agreement ("Amendment No. 1"), whereby the City and Contractor agreed to extend the term of the Agreement by one (1) year to October 14, 2017 and increase the total maximum compensation by $15,000, from $15,000 to $30,000.

F. On September 20, 2017, the City and Contractor entered into Amendment No. 2 to the Agreement ("Amendment No. 2") to extend the term of the Agreement for one (1) additional year to October 14, 2018 and increase the total maximum compensation by $5,000, from $30,000 to $35,000.

G. The City and Contractor now desire to enter into Amendment No. 3 to the Agreement ("Amendment No. 3") to extend the term of the Agreement for one (1) additional year.

H. By this Amendment No. 3, the Agreement would now expire on October 13, 2019, with the City retaining the right to extend the term for one (1) additional one-year period thereafter, in its sole and absolute discretion.
I. As of the date of this Amendment No. 3, the City has only incurred $17,454.75 in services under this Agreement.

J. Except as amended hereby, this extension is subject to the same terms and conditions as provided in the Agreement, Amendment No. 1, and Amendment No. 2.

TERMS

1. Contract Amendments. The Agreement is amended as provided herein.

   a. Section I of Exhibit “D” is hereby amended and shall now read as follows:

   “1. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until October 13, 2019. The City may, in its sole and absolute discretion, extend the term for one (1) additional one-year period.”

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all provisions of the Agreement, as amended by Amendment Nos 1 and 2, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1, 2 and 3.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Contractor 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.

   Contractor represents and warrants to City that, as of the date of this Amendment No. 3, City 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.

   City represents and warrants to Contractor that, as of the date of this Amendment No. 3, Contractor 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 this Amendment No. 3.
5. **Authority.** The persons executing this Amendment No. 3 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. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 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. 3 on the date and year first-above written.

CITY:

CITY OF BELL

Fidencio Joel Gallardo
Chair

ATTEST:

Angela Bustamante
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshire
General Counsel

CONTRACTOR:

LEAD TECH ENVIRONMENTAL

By: ____________________________
Name: Steve Derosa
Title: Owner

Address:

NOTE: CONTRACTOR’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER’S BUSINESS ENTITY.
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 Nov. 22, 2018 before me, Johnna Ramos, notary public, personally appeared Steven Doster, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: Johnna Ramos

______________________________

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- [ ] INDIVIDUAL
- [ ] CORPORATE OFFICER
- [ ] PARTNER(S)
- [ ] LIMITED
- [ ] GENERAL
- [ ] ATTORNEY-IN-FACT
- [ ] TRUSTEE(S)
- [ ] GUARDIAN/CONSERVATOR
- [ ] OTHER

DESCRIPTION OF ATTACHED DOCUMENT

- [ ] agreement for contract

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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