THIRD AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR
RISK MANAGEMENT CONSULTING SERVICES

THIS THIRD AMENDMENT TO THE CONTRACT SERVICES AGREEMENT
(“Third Amendment”) by and between the CITY OF BELL (“City”) and CURTIS STEPHAN
(“Contractor”) is effective as of the 22 day of January 2014.

RECITALS

A. City and Contractor entered into that certain agreement for contractual services
dated August 1, 2012 whereby Contractor agreed to provide Risk Management Consulting
services for the City, as described in the scope of services therein.

B. On or about February 21, 2013, the parties entered into an amendment to the
Agreement that extended the term effective January 1, 2013 through June 30, 2013, modified the
scope of services and the terms and conditions, and provided additional compensation for
continued Risk Management Consulting Services in an amount not to exceed $25,000 (“First
Amended Agreement”).

C. On or about June 30, 2013, the parties entered into an amendment to the First
Amended Agreement that adopted and implemented the policies and procedures of CJPIA, to
extended the term of the Agreement through December 31, 2013, and modified the scope of
services and certain terms and conditions, and provided additional compensation in an amount
not to exceed $25,000 (“Second Amended Agreement” collectively with the original agreement
referenced herein as the “Agreement”).

D. City and Contractor now desire to amend the Agreement again so that Contractor
can continue to provide general risk management consulting services. This Third Amendment
will extend the term of the Agreement effective January 1, 2014 through June 30, 2014.

TERMS

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

   a. Exhibit “D” entitled “Schedule of Performance” to the Agreement is amended in its
      entirety. This exhibit, which is attached hereto and incorporated herein, amends the
      existing exhibit and pertains to extending the term of the Agreement.

   b. In addition, Item 3 under Exhibit “B” entitled “Performance Schedule” is revised as
      follows:

      “3. Performance Schedule

      • Section 3.5 is revised in its entirety as follows:
“Term. Consultant’s services shall commence on January 1, 2014 (the “Effective Date”) and shall remain in full force and effect until June 30, 2014, unless earlier terminated by either party in writing.”

1. Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Third Amendment to the Contractual Services Agreement.

2. Affirmation of Agreement; Warranty Regarding 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, 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, 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.

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.

4. Authority. The persons executing this Amendment 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 on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other Amendment to which said party is bound.

[SIGNATURES ON THE FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on
the date and year first-above written.

CITY:

CITY OF BELL, a municipal corporation

Violeta Alvarez, Mayor

ATTEST:

Louise Valdez, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David Aleshiro, City Attorney

CONTRACTOR:

By: __________________________
Name: Curtis Stephan
Title: Risk Manager

By: __________________________
Name: ________________________
Title: _________________________

Address: _______________________

Two signatures are required if a corporation

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE
ATTERTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF
INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On APRIL 22, 2014 before me, REBECCA VALDEZ, Notary Public, personally appeared CURTIS K. JENKINS and 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 Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: __________________________

REBECCA VALDEZ
Commission # 0993685
Notary Public - California
Los Angeles County
My Comm. Expires Oct 17, 2018

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

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF ____________

On ____________, before me, ______________, personally appeared ______________, 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: ____________________________

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.

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SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE
EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Contractor’s services shall commence on January 1, 2014 and shall terminate on June 30, 2014.