

AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR  
RISK MANAGEMENT CONSULTING SERVICES

~~**THIS AMENDMENT TO THE CONTRACT SERVICES AGREEMENT**~~  
(“Amendment”) by and between the ~~CITY OF BELL~~ (“City”) and ~~CURTIS STEPHAN~~  
 (“Contractor”) is effective as of the 21<sup>st</sup> day of February, 2013.

**RECITALS**

A. City and Contractor entered into that certain Agreement for Contractual Services dated August 1, 2012 (“Agreement”), whereby Contractor agreed to provide Risk Management Consulting services for the City, as described in the Scope of Services in the Agreement.

B. City and Contractor now desire to amend the Agreement in order to provide for an extended term (effective January 1, 2013 through June 30, 2013), a modified Scope of Services (attached hereto and incorporated herein as Exhibit “A”), modified terms and conditions, and additional compensation for continued Risk Management Consulting Services in an amount not to exceed \$25,000.

**TERMS**

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

**TERMS**

2. **Contract Changes.** The Agreement is amended as provided herein.

Section 2.1 of the Agreement is hereby amended as follows:

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of twenty-five thousand dollars (\$25,000) (“Contract Sum”).

The following Exhibits to the Agreement are amended in their entirety:

- (a) Scope of Services (Exhibit “A”)
- (b) Special Requirements (Exhibit “B”)
- (c) Schedule of Compensation (Exhibit “C”)
- (d) Schedule of Performance (Exhibit “D”)

(d) Schedule of Performance (Exhibit “D”)

These exhibits, which are attached hereto and incorporated herein, amend the existing exhibits and pertain to the additional services, additional compensation and extended term to be performed hereunder.

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3. **Continuing Effect of Agreement.** Except as amended by this 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 Amendment to the Contractual Services Agreement.

4. **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, 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.

5. **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.

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

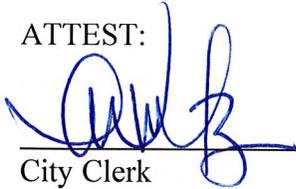
**CITY:**

CITY OF BELL, a municipal corporation



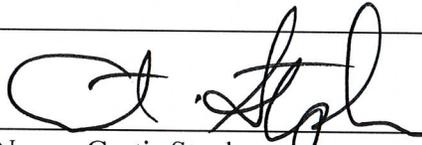
Douglas Willmore, City Manager

ATTEST:



City Clerk

**CONTRACTOR:**

By: 

Name: Curtis Stephan

Title: Risk Manager

By: \_\_\_\_\_

Name:

Title:

Address: 41990 Avenida Vista Ladera  
Emecula, CA. 92591

**Two signatures are required if a corporation**

**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.**

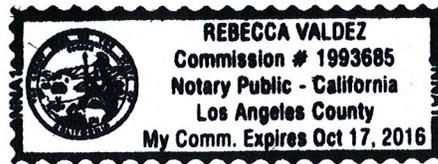
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On INSERT 2/21, 2013, before me, REBECCA VALDEZ, a Notary Public, personally appeared CURTIS K. STEPHAN, 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.

  
\_\_\_\_\_  
Notary Signature



(Seal)

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On INSERT \_\_\_\_, 2013, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Signature

(Seal)

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. Contractor will perform the following Services:**

- A. Administer and oversee the City's liability and workers' compensation program.
  - B. Administer and oversee the City's excess insurance program.
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- C. Coordinate with third party administrators, City departments and employees, and the City Attorney to facilitate the resolution of claims and litigation.
  - D. Facilitate and assist in the transition from Adminsure to Carl Warren for third party claims administration.
  - E. Review all of the City's existing liability insurance policies, with respect to, but not limited to, terms of coverage, excess liability limits, and accuracy of property inventory schedule.
  - F. Explore opportunities for the City to join a Joint Powers Insurance Authority, advise the City in comparing and selecting between ICRMA and CJPIA, and follow through with the process of implementing the selected authority in the City.
  - G. Identify needed risk management policies and procedures.
  - H. Work with City Attorney on risk related litigation, including, but not limited to, the provision of necessary records.

**II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the City:**

- A. A written comparison of two Joint Powers Insurances Authorities: ICRMA and CJPIA by March 30, 2013.
- B. A staff report for the City Council regarding the written comparison which recommends an identified Joint Powers Insurance Authority to the City, by April 15, 2013. Contractor shall also follow through with the implementation process regarding the same, said implementation to be completed by June 1, 2013.
- C. A transition plan for risk management services to be done in house, by May 1, 2013.

**III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City apprised of the status of performance by delivering the following status reports:**

- A. Deliver to City at the end of each month a written status report on outstanding claims and litigation.

**IV. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**

**V. Contractor will utilize the following personnel to accomplish the Services:**

N/A

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**VI. The following provisions of the Agreement are revised as shown below.**

N/A

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**  
(Superseding Contract Boilerplate)

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1. Services of Contractor

- Section 1.4 is deleted in its entirety.

2. Compensation

- Section 2.4 is deleted in its entirety.

3. Performance Schedule

- Sections 3.1 and 3.4 are deleted in their entirety.
- Section 3.5 is revised in its entirety as follows:

Term. Consultant's services shall commence on January 1, 2013 (the "effective date") and shall remain in full force and effect until and terminate on or before June 30, 2013, unless earlier terminated by either party in writing.

4. Insurance and Indemnification

- Sections 5.1(a) and (b) are deleted in their entirety.

5. Records, Reports, and Release of Information

- The following Section 6.3 is added:

Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be

considered “voluntary” provided Contractor gives the City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify the City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. The City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response.

- The following Section 6.4 is added:

Ownership of Documents.

All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to the City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify the City for all damages resulting therefrom.

6. Miscellaneous

- Section 8.3 is revised to add the following sentence at the end: “Should Consultant have a change of address, he shall immediately inform the City in writing of the change.

**EXHIBIT "C"**  
**SCHEDULE OF COMPENSATION**

**I. Contractor shall perform the following tasks:**

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See Exhibit "A" (Scope of Services).

**II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**

**VI. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

**V. The total compensation for the Services shall not exceed \$25,000 at the rate of seventy dollars (\$70) per hour, as provided in Section 2.1 of the Agreement, which provision is revised by this Amendment.**

**VI. Contractor shall work no more than twenty (20) hours per week and eighty (80) hours per month.**

**EXHIBIT "D"**  
**SCHEDULE OF PERFORMANCE**

- I. Contractor's services shall commence on January 1, 2013 and shall terminate on June 30, 2013.**
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- II. Contractor shall deliver the following tangible work products to the City by the following dates.**
- A. A written comparison of two Joint Powers Insurances Authorities: ICRMA and CJPIA, by March 30, 2013.
  - B. A staff report for the City Council regarding the written comparison which recommends an identified Joint Powers Insurance Authority to the City, by April 15, 2013. Contractor shall also follow through with the implementation process regarding the same, said implementation to be completed by June 1, 2013.
  - C. A transition plan for risk management services to be done in house, by May 1, 2013.
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**