

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.

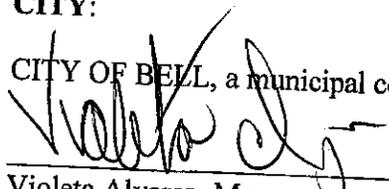
4. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally 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]

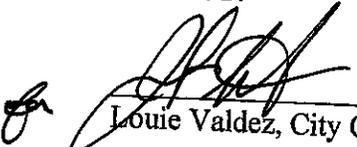
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF BELL, a municipal corporation

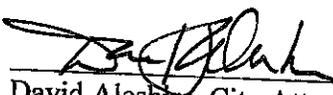

Violeta Alvarez, Mayor

ATTEST:

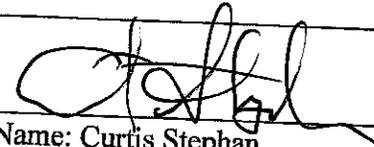

Louie Valdez, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP *8/15*


David Aleshire, 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 ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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