

**AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES  
BETWEEN THE BELL COMMUNITY HOUSING AUTHORITY AND REAL ESTATE  
CONSULTING & SERVICES, INC.**

This **AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE BELL COMMUNITY HOUSING AUTHORITY AND REAL ESTATE CONSULTING & SERVICES, INC.** ("Amendment No. 1") by and between the BELL COMMUNITY HOUSING AUTHORITY ("Authority") and Real Estate Consulting & Services, Inc. ("Contractor") is effective as of the 4th day of September, 2016.

**RECITALS**

**A.** Authority and Contractor entered into that certain Agreement for Contract Services Between the City of Bell and Real Estate Consulting & Services, Inc. dated September 3, 2013 ("Agreement") whereby Contractor agreed to provide on call services, field services and regular property maintenance at all properties, buildings, and/or facilities owned by Bell Community Housing Authority.

**B.** Pursuant to section 3.5 and Exhibit "D" of the Agreement, the term of the Agreement is for three (3) years and is set to expire on September 3, 2016.

**C.** The total compensation due for the services under the Agreement is a not-to-exceed amount of \$450,000 for the three year term, and the total annual compensation shall not exceed \$150,000 per year.

**D.** Pursuant to section 3.5 and Exhibit "D" of the Agreement, the Authority may, in its sole and absolute discretion, extend the Term for up to two-one year periods so long as there are funds appropriated for the services under the Agreement.

**E.** Staff has requested that the term of the Agreement be extended an additional ten (10) months, from September 4, 2016 thru June 30, 2017, which marks the end of fiscal year 2016-2017.

**F.** With this ten month extension, the total compensation due under the Agreement will increase by \$125,000, from \$450,000 to \$575,000.

**TERMS**

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

a. All references to the term "City" in the Agreement are hereby amended and shall be replaced with the term "Authority".

b. Section 2.1, Contract Sum, is hereby amended to read as follows:

**2.1 Contract Sum.**

"Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Five Hundred Seventy Five Thousand Dollars and No Cents (\$575,000.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10."

c. Section III in Exhibit "C", Schedule of Compensation, is hereby amended to read as follows:

**"IV. Unless Additional Services are approved per Section 1.10, the total compensation for the Services shall not exceed Five Hundred Seventy Five Thousand Dollars and No Cents (\$575,000.00) as provided in Section 2.1 of this Agreement. The total annual compensation (based on the City's fiscal year) shall not exceed \$150,000 during each of the first three years of the Agreement. During the first extension period (September 4, 2016 thru June 30, 2017), the compensation shall not exceed \$125,000."**

d. Section 3.5, Term, is hereby amended to read as follows:

**"3.5 Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2017, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

e. Section II in Exhibit D, Schedule of Performance, is hereby amended to read as follows:

"This Agreement shall continue in full force and effect until completion of the services but no later than June 30, 2017. This Agreement may be extended for up to one (1) additional twelve (12) month period subject to availability of funds and City Council approval."

**2. Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, 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. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1.

**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. 1, 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. 1, 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 the Agreement.

**5. 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 FOLLOWING PAGE]

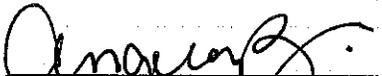
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

**AUTHORITY:**

BELL COMMUNITY HOUSING  
AUTHORITY

  
Alicia Romero, Chair

**ATTEST:**

  
Angela Bustamante, Secretary

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP *AW*  
  
David J. Aleshire, General Counsel

**CONTRACTOR:**

REAL ESTATE CONSULTING &  
SERVICES, INC.

By:   
Name: Jeffrey Coss  
Title: president

By: \_\_\_\_\_  
Name:  
Title:

Address: 877 E Civic Center Dr  
Santa Ana, CA 92701

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'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

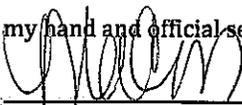
COUNTY OF LOS ANGELES

On September 28, 2016 before me, Marina Coss, personally appeared Jeffery Coss, 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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

INDIVIDUAL

CORPORATE OFFICER

President  
TITLE(S)

Contract Services Amendment #1  
TITLE OR TYPE OF DOCUMENT

PARTNER(S)

LIMITED

GENERAL

4  
NUMBER OF PAGES

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER \_\_\_\_\_

9-16-16  
DATE OF DOCUMENT

#### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

Real Estate Consulting & Services Inc

N/A

SIGNER(S) OTHER THAN NAMED ABOVE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> CORPORATE OFFICER <u>President</u> TITLE(S)	<u>Contract Services Amendment #1</u> TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	<u>4</u> NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER	<u>9-16-16</u> DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
 (NAME OF PERSON(S) OR ENTITY(IES))  
Real Estate Consulting + Services Inc.

N/A  
 SIGNER(S) OTHER THAN NAMED ABOVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

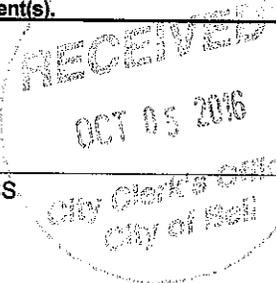
**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Dealey, Renton & Associates  
DRA License 0020739  
PO Box 10550  
Santa Ana CA 92711-6810

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** 714-427-6810 **FAX (A/C, No):** 714-427-6818  
**E-MAIL ADDRESS:**

**INSURED** RECS  
Real Estate Consulting & Services, Inc.  
827 E. Civic Center Dr  
Santa Ana CA 92701

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Mt. Hawley Insurance Company	
INSURER B:	Integon National Insurance Co.	29742
INSURER C:	National Union Fire Ins of Pittsbur	
INSURER D:		
INSURER E:		
INSURER F:		



**COVERAGES** CERTIFICATE NUMBER: 1562360959 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	MGL0182420	1/26/2016	1/26/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		12001173	1/26/2016	1/26/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		BE011414773	1/26/2016	1/26/2017	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All Operations as pertains to named insured.  
The City of Bell, its elected and appointed officers, employees and agents are Additional Insured as respects to General Liability coverage as required by written contract.

**CERTIFICATE HOLDER** CANCELLATION 30 Days notice/10 Days nonpay

The City of Bell  
6330 Pine Ave.  
Bell CA 90201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Priscilla Edward*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM C)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

(If no entry appears below, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**WHO IS AN INSURED (Section II)** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

To the extent required under contract, this policy will apply as primary insurance to additional insureds scheduled below and other insurance which may be available to such additional insureds will be non-contributory.

**Section IV., Condition 4.**, of this policy is amended accordingly.

### **SCHEDULE**

**Name of Person or Organization:**

All persons or organizations where required by written contract.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**