

# ATTACHMENT C

## Amendment No. 1

**AMENDMENT NUMBER: ONE  
TO  
CONSULTANT/PROFESSIONAL SERVICES PROVIDER  
AGREEMENT  
BY AND BETWEEN  
CITY OF VICTORVILLE  
AND  
KEENAN & ASSOCIATES  
FOR  
PROPERTY & CASUALTY INSURANCE BROKERAGE & CONSULTING SERVICES,  
PROJECT ESC20-106**

THIS AMENDMENT (the "Amendment") is made and entered in to this 10th day of November, 2020, by and between the City of Victorville, a municipal corporation, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "City"), and **Keenan & Associates, a California corporation**, hereinafter referred to as "Consultant", City and Consultant are sometimes hereinafter referred to individually as a "Party" and collectively referred to as the "Parties".

**Recitals**

1. **WHEREAS**, the City has a Consultant/Professional Services Provider Agreement (hereinafter referred to as the "Original Agreement") with the Consultant to provide **Property & Casualty Insurance Brokerage & Consulting Services**; and
2. **WHEREAS**, it is the desire of the Parties to issue Amendment One to the Original Agreement to increase Section 3., Compensation by \$35,000.00, thereby amending the total annual not to exceed sum from \$15,000.00 to \$50,000.00; Section 4., Fee Schedule to include additional services as set forth in the Consultant's Proposal attached; and Section 6., Term of the Agreement to add an additional 12 months to the agreement, amending the term to expire June 30, 2022; and
3. **NOW THEREFORE**, in consideration of the covenants, conditions, and promises contained herein and for such other good and valuable consideration, receipt of which is hereby acknowledged, the Parties are willing to amend the Original Agreement as stated below.

**Contract Amendment**

**Section 3. – COMPENSATION** – is amended as follows:

"The City shall pay to Consultant an annual sum not to exceed **Fifty Thousand and 00/100 Dollars (\$50,000.00)** for faithful performance of the services to be rendered under this Agreement, subject to the additional Fee Schedule provisions of Section 4."

**Section 4. – CONSULTANT’S PROPOSAL** – is amended as follows:

“The City shall pay Consultant for those additional services set forth in Consultant’s proposal, attached hereto as Exhibit A-1 and hereby incorporated as part of this agreement by this reference.”

**Section 6. – TERM OF AGREEMENT** – is amended as follows:

“The City hereby amends the Term of Agreement to expire on June 30, 2022 (the “Termination Date”).”

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have caused the Amendment to the Original Agreement to be entered as of the dates written below.

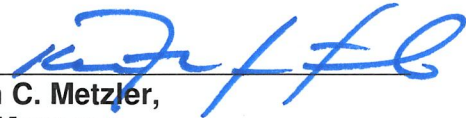
PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

THE CITY OF VICTORVILLE

KEENAN & ASSOCIATES

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

  
Keith C. Metzler,  
City Manager

Dated: \_\_\_\_\_

  
November 16, 2020

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




John Stephens,  
Senior Vice President

Dated: \_\_\_\_\_

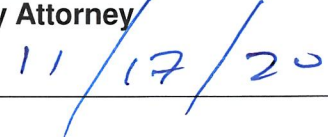
11/13/20

APPROVED AS TO STANDARD FORM

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

  
Andre de Bortnowsky,  
City Attorney

Dated: \_\_\_\_\_

  
11/17/20



**RASP**  
**Rent-A-Safety-Professional**  
**for**  
**City of Victorville**

*Presented by:*

**Vanessa Pena**, Account Executive  
**Eric Preston**, Vice President of Loss Control

4204 Riverwalk Pkwy., Suite 400  
Riverside, CA 92505  
(951) 715-0190, ext.1169

## **Rent-A-Safety-Professional – (RASP)**

Keenan would like to provide the City of Victorville with the services of a part-time Consultant to work with the City to assist in temporarily fulfilling their Risk Management needs until a permanent replacement is found. Keenan proposes providing an experienced Risk Manager to fulfill this need by providing the services outlined below. A copy of the candidate's resume/experience is attached for your reference.

### **Consulting Services**

The proposed duties and responsibilities of the Consultant will include:

- Establish appropriate insurance requirements for City contracts and ensure insurance requirements are met with contracted vendors. Review and track certificates of insurance and endorsements for compliance.
- Oversee the City's claims administration process for both Liability and Workers Compensation. Serve as liaison with third party administrators, JPA, employees and the general public.
- Conduct an evaluation of the City's overall Risk Management program and make appropriate improvements and recommendations to management based upon analysis.
- Assess the City's compliance plans and make necessary changes and/or recommendations
- Oversee the City's property & casualty insurance programs and serve as a resource to employees and management on insurance, safety and risk management related items

## **Fee Summary**

Keenan proposes to provide the City of Victorville with the above-described RASP program for \$178 per hour.

The assigned Consultant(s) will work directly with the City of Victorville to determine number of days per week and each week's schedule, which is anticipated to be one day per week of on-site time in addition to occasional remote consultation (emails, phone calls& other office-based projects) as needed.

### **Fees include:**

- Professional Time
- Preparation and Scheduling
- Travel Time
- Follow Up Analytical Report
- Clerical Support/Word Processing
- All Expenses Associated with Program

Keenan's RASP services are intended to help clients identify and mitigate hazards and potential liability exposures. While we are confident that our services will help our clients create a safer environment, we do not represent or guarantee that we will be able to identify and correct all potential hazards or offer a fail-safe mechanism for dealing with them. Consequently, we make no promise or representation that clients will recognize improved loss experience or premium savings as a result of these services.

Furthermore, Keenan's RASP services are not intended to substitute for regular, ongoing internal safety and regulatory compliance efforts already undertaken by the City.