



CITY COUNCIL STAFF REPORT

DATE: MARCH 7, 2012

CONSENT ITEM

SUBJECT: APPROVE AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT FOR LOSS CONTROL AND REGULATORY SERVICES WITH KEENAN & ASSOCIATES

FROM: David H. Ready, City Manager

BY: Douglas Holland, City Attorney

RECOMMENDATION:

APPROVE AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT FOR LOSS CONTROL AND REGULATORY SERVICES WITH KEENAN & ASSOCIATES

STAFF ANALYSIS:

The City Council entered into a consulting services agreement for loss control and regulatory compliance services in July of 2009. The work contemplated in this agreement culminated with the City Council's adoption of the Revised City of Palm Springs' Injury and Illness Prevention Program (IIPP) in December of last year. The City Manager's Office, Human Resources Department, and the City Attorney's Office have identified the need to provide essential staff support in the implementation of the IIPP. This amendment specifies that Keenan will perform additional work, by providing on-site staffing for two days per week to assist in the implementation of the IIPP, coordination and overseeing the enforcement of all safety rules and policies of the City, and the provision of staff training. The total cost of this additional work will not exceed \$50,450.00 through June 30, 2012.

FISCAL IMPACT:

Funding for this Amendment is available in current fiscal year budget, Act. No. 5904-43200, Liability, Contractual Services.

Douglas Holland, City Attorney

David H. Ready, City Manager

Attachment: Amendment to Agreement

**AMENDMENT NO. 1
TO
CONSULTING SERVICES AGREEMENT
Loss Control and Regulatory Compliance Services, Keenan & Associates
(Agreement No. 5862)**

THIS FIRST AMENDMENT to the Consulting Services Agreement No. 5862 for Loss Control and Regulatory Compliance Services is made and entered into to be effective on the ____ day of _____, 2011 by and between the City of Palm Springs, a California charter city and municipal corporation (hereinafter referred to as the City), and Keenan & Associates, a California corporation (hereinafter referred to as “”) collectively, the “Parties”.

RECITALS

A. City and Consultant previously entered into a consulting services agreement for Loss Control and Regulatory Compliance Services, which was made and entered into on July 1, 2009 (the “Agreement”) in the amount of \$74,050 through June 30, 2012.

B. Section 3.3 of the Agreement provides that the Agreement may be amended at any time with the mutual written consent of the Parties for Additional Services.

C. City and Consultant desire to amend the Agreement to authorize Consultant to perform additional on-site Loss Control services eight (8) hours a day, two (2) days per week in amount not-to-exceed \$50,450 for the period July 1, 2011 through June 30, 2012.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

AGREEMENT

1. Amendment to Section 1.1, Exhibit “A” of the Agreement, entitled “Scope of Services”: Exhibit “A” of the Agreement is hereby amended to include the following additional services, which shall read as follows:

SCOPE OF WORK: Consultant shall provide on-site Loss Control consulting services to the City for eight (8) hours per day, two (2) days per week.

2. Amendment to Section 3.1, Exhibit “A” of the Agreement, entitled “Compensation of Consultant”: Exhibit “A” of the Agreement, concerning total compensation, is hereby amended to read as follows:

“Compensation of Consultant”: For the services rendered pursuant to this Agreement, Consultant shall be compensated and reimbursed, in accordance with the schedule of fees set forth in Exhibit “A”, \$50,450 for the additional on-site Loss Control services for the period of July 1, 2011 through June 30, 2012, and the total compensation under the agreement shall not exceed \$124,500.

3. Amendment to Section 4.2, Exhibit “A” of the Agreement, entitled “Schedule of Performance”: Exhibit “A” of the Agreement is hereby amended to include the following additional provisions:

“Schedule of Performance:

Effective July 1, 2011 thru June 20, 2012, Consultant shall provide on-site Loss Control

services eight (8) hours per day, two (2) days per week.

4. Full Force and Effect. This modifying Amendment is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.

5. Corporate Authority. The persons executing this Amendment on behalf of the Parties hereto warrant that (1) 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 agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates stated below.

ATTEST:

**“CITY”
CITY OF PALM SPRINGS, CA.**

By _____
James Thompson, City Clerk

By _____
David H. Ready, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

By _____
City Attorney

Date: _____

**“CONSULTANT”
Keenan & Associates**

Date: _____

By: _____

Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____



On _____ before me, _____
Date Here insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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.

Place Notary Seal Above

Signature _____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

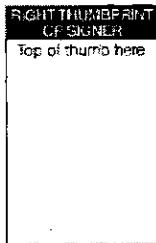
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

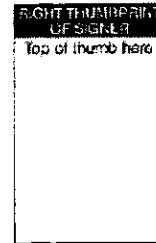
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

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IN WITNESS WHEREOF, the City and the Consultant have caused this Agreement to be executed the day and year first above written.