

ITEM # 18-0642

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH DANIELS INSURANCE, INC.
#15-1243**

THIS AMENDMENT No. 1 ("Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated December 16, 2015, ("Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Daniels Insurance, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDD Facilities Manager.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide insurance brokerage, risk control services and claims management services as described in Exhibit A of the Agreement.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Board and Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Nine Thousand Five Hundred Dollars (\$9,500.00) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The BDDDB shall pay a Broker Fee to Contractor in full payment for services actually rendered, a sum not to exceed Nine Thousand Five Hundred Dollars (\$9,500.00) plus applicable gross receipts tax, per fiscal year.

- Fiscal Year 2015-2016, Nine Thousand Five Hundred Dollars (\$9,500.00) plus gross receipts tax.

- Fiscal Year 2016-2017, Nine Thousand Five Hundred Dollars (\$9,500.00) plus gross receipts tax.
- Fiscal Year 2017-2018, Nine Thousand Five Hundred Dollars (\$9,500.00) plus gross receipts tax.
- Fiscal Year 2018-2019, Nine Thousand Five Hundred Dollars (\$9,500.00) plus gross receipts tax.

The total amount for the four (4) years shall not exceed Thirty-Eight Thousand Dollars (\$38,000.00) plus applicable gross receipts tax.

2. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2019 unless terminated pursuant to Article 6, infra.

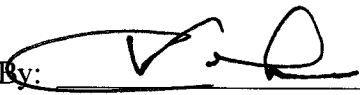
3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains, and shall remain, in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Professional Services Agreement as of the dates set forth below.

***[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]***

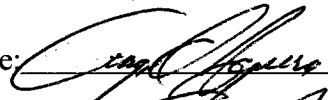
BUCKMAN DIRECT DIVERSION BOARD

By: 
Charles M. Vokes, BDD Facilities Manager

Date: 5/24/18

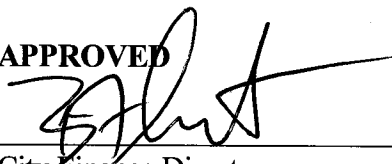
CONTRACTOR:

Daniels Insurance, Inc.

Signature: 
Printed Name: George P. Spurr
Title: Senior Account Exec.
Date: 6-1-18

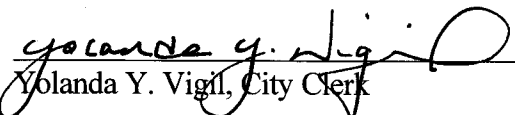
APPROVED AS TO FORM


Nancy R. Long, BDDDB Counsel

APPROVED

City Finance Director

7280000.510300.900030

ATTEST

 deu
Yolanda Y. Vigil, City Clerk

File Date: 6-13-18