

**AMENDMENT No. 5
TO AGREEMENT BETWEEN
COUNTY OF MONTEREY AND
MARSH RISK AND INSURANCE SERVICES**

THIS AMENDMENT is made to the AGREEMENT for the provision of Workers' Compensation and casualty insurance brokerage services by and between MARSH USA, INC. dba MARSH RISK AND INSURANCE SERVICES, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR entered into the original AGREEMENT on June 22, 2012, in the amount of \$120,000, expiring on June 30, 2013; and

WHEREAS, the AGREEMENT was renewed and amended by the parties on July 31, 2013, via Renewal and Amendment No.1, which extended the term to June 30, 2014 and increased CONTRACTOR'S compensation by \$120,000, to \$240,000; and

WHEREAS, the AGREEMENT was renewed and amended by the parties on September 16, 2014, via Renewal and Amendment No. 2, which extended the term to June 30, 2015 and increased CONTRACTOR'S compensation by \$120,000, to \$360,000; and

WHEREAS, the AGREEMENT was amended by the parties on June 17, 2015, via Amendment No. 3, which extended the term to June 30, 2016 and increased CONTRACTOR'S compensation by \$120,000 to \$480,000; and

WHEREAS, the AGREEMENT was amended by the parties on May 18, 2016, via Amendment No. 4, which extended the term to June 30, 2017 and increased CONTRACTOR'S compensation by \$120,000 to \$600,000; and

WHEREAS, the County and CONTRACTOR wish to amend and extend the AGREEMENT'S term by one year through June 30, 2018, by way of Amendment No.5, and increase the total compensation payable under the AGREEMENT by \$120,000, from \$480,000 to \$720,000.

NOW THEREFORE, the County and CONTRACTOR hereby agree to renew and amend the AGREEMENT in the following manner:

1. Section 2., "PAYMENTS BY THE COUNTY" shall be amended by removing, "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$600,000." and replacing it with "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$720,000".
2. Section 3., "TERM OF AGREEMENT" shall be amended as by removing "The term of this Agreement is from July 1, 2012 to June 30, 2017" and replacing it with "The term of this Agreement is from July 1, 2012 to June 30, 2018.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of this AMENDMENT shall be attached to the original AGREEMENT executed by the County on June 22, 2012.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

RISK MANAGEMENT

COUNTY OF MONTEREY

APPROVED AS TO LIABILITY/INDEMNITY/

INSURANCE LANGUAGE

Risk Management

By:

Dated:

Approved as to Form:

Deputy County Counsel

Dated:

CONTRACTOR

By:

Signature of Chair, President, or Vice-President

BRIAN COONEY SENIOR VICE PRESIDENT

Dated: 6/6/17

By:

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

LU ANN LANTON
MANAGING DIRECTOR, PAC NORTH PARTNERSHIP
LEADER

Dated: 6/5/17



*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.