

**AMENDMENT No. 4
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 County and CONTRACTOR wish to amend and extend the AGREEMENT'S term by one year through **June 30, 2017**, by way of Amendment No. 4, and increase the total compensation payable under the AGREEMENT by \$120,000, from \$480,000 to **\$600,000**.

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 \$480,000." and replacing it with "**The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$600,000**".
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, 2016" and replacing it with "**The term of this Agreement is from July 1, 2012 to June 30, 2017**".
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: 5-18-16

Approved as to Fiscal Provisions:


Deputy Auditor/Controller

Dated: 4/20/16

RISK MANAGEMENT
COUNTY OF MONTEREY

Approved as to Indemnity Provisions
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

Risk Management

By: 
Date: 4/19/16

Approved as to Form:


Deputy County Counsel

Dated: 4/19/16

CONTRACTOR

By: 

Signature of Chair, President, or
Vice-President

BRIAN COONEY Senior Vice President
Printed Name and Title

Dated: 4/18/16

By: 

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

LISA ANN LAYTON
MANAGING DIRECTOR, PACNORTH PARTNERSHIP LEADER
Printed Name and Title

Dated: 4-18-16

*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.



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12240

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

Approved and authorized the Contracts/Purchasing Officer to sign Amendment No. 4 to the 2009 professional services agreement with Marsh USA, Inc. dba Marsh Risk and Insurance Services, for workers' compensation and casualty insurance brokerage service, by increasing compensation in an amount not to exceed \$120,000 for a total compensation amount not to exceed \$600,000, and extending the term of the Agreement by one year, effective July 1, 2016 through June 30, 2017.

PASSED AND ADOPTED on this 10th day of May 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on May 10, 2016.

Dated: May 12, 2016
File ID: A 16-099

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

AGREEMENT

AMENDMENT

BOARD REPORT FOR PRE-APPROVAL

KAY REIMANN

Vendor Name: **MARSH USA, INC. dba MARSH RISK AND INSURANCE SERVICES**

Title/Brief Description of Document: Risk and Insurance Services

Originating Dept.: RISK MANAGEMENT

Dept. Contact WITH Phone #: KARI, 796-3090

This Agreement or Amendment requires Board Approval: Yes No *MAY 10, 2016*

This Agreement requires an MYA: Yes No

AGREEMENT TYPE

<input checked="" type="checkbox"/> RQNSA – Standard Agreement	<input type="checkbox"/> RQNS – Non-Standard Agreement
<input type="checkbox"/> RQNIT – ITD Standard Agreement	<input type="checkbox"/> RQNIN – ITD Non-Standard Agreement
<input type="checkbox"/> RQNPB – Pre-Board Standard Agreement	Non-Standard Board Agreement (Not to be tracked within RQN)
<input checked="" type="checkbox"/> Insurance & Endorsement Current	<input type="checkbox"/> VDR & Non-Resident State Forms Verified

ROUTING AND APPROVALS*

Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.

	Approving Authority:	Approval Initials	Comments:	Date Reviewed
1st	ITD(for all ITD related contracts)	N/A		
2nd	County Counsel (required)	<i>Kay R</i>	<i>A16-01335</i>	<i>4/19/16</i>
3rd	Risk Management (non-standard insurance and/or indemnity provisions)	N/A		
4th	Auditor-Controller (required)	<i>JSJ</i>		<i>4.20.16</i>
5th	Contracts/Purchasing (required)	<i>[Signature]</i>	<i>TSR Review</i>	<i>[Signature]</i>
	Return to Originating Department Instructions			

* In the event that one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.

MYA #: _____