

ATTACHMENT B

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN
COUNTY OF MONTEREY AND MARSH USA INC. DBA MARSH RISK AND
INSURANCE SERVICES**

THIS AMENDMENT NO. 1 is made to the AGREEMENT for the provision of casualty insurance brokerage services between the County of Monterey (“COUNTY”) and Marsh USA Inc. dba Marsh Risk and Insurance Services (“CONTRACTOR”).

WHEREAS, the COUNTY and the CONTRACTOR entered into a one-year AGREEMENT in 2019 for the provision of casualty insurance brokerage services; and,

WHEREAS, the AGREEMENT is set to expire on June 30, 2020; and,

WHEREAS, the COUNTY and CONTRACTOR hereby wish to amend the AGREEMENT, to extend the term by two years, to June 30, 2022, at the rate of \$120,000 per year for a total increase not to exceed \$240,000, and a revised total contract amount of \$360,000; **NOW THEREFORE**,

The COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. Section 2.0, “PAYMENT PROVISIONS,” subsection 2.01, is amended to read: “County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. County shall pay to CONTRACTOR the sum of \$120,000 per year during the term of this Agreement, for a total not to exceed \$360,000.
2. Section 3.0, “TERM OF AGREEMENT,” subsection 3.01, is amended to read: “The term of Agreement is from 7/1/2019 to 6/30/2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County, with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.”
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 the AMENDMENT shall be attached to the original 2019 AGREEMENT.

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

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: _____
Signature of Chair, President, or
Vice-President

Dated:

Printed Name and Title

Approved as to Fiscal Provisions:

Dated:

Deputy Auditor/Controller

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

Dated:

Printed Name and Title

Approved as to Liability Provisions:

Risk Management

Dated:

Dated:

Approved as to Form:

Deputy County Counsel

Dated:

***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.