

**RENEWAL AND AMENDMENT NO. 3 TO AGREEMENT BETWEEN  
COUNTY OF MONTEREY AND  
MARSH USA LLC formerly known as MARSH USA INC.**

**THIS RENEWAL AND AMENDMENT NO. 3** is made to the Agreement for the provision of casualty insurance brokerage services between the County of Monterey (“County”) and Marsh USA LLC 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 expired on June 30, 2020; and,

**WHEREAS**, the County and CONTRACTOR renewed and amended the Agreement, to extend the term by four years to June 30, 2024; and,

**WHEREAS**, the Agreement expired; and,

**WHEREAS**, the County and CONTRACTOR hereby wish to renew and amend the Agreement, to extend the term by two years to June 30, 2026; **NOW THEREFORE**,

The County and CONTRACTOR hereby agree to renew and amend the Agreement as follows:

1. Section 3.0, “TERM OF AGREEMENT,” subsection 3.01, is amended to read: “The term of Agreement is from 7/1/2019 to 6/30/2026, 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.”
2. EXHIBIT-A is amended by deleting in its entirety and replacing it with the attached version.

**[EXHIBIT-A ON NEXT PAGE]**

## EXHIBIT-A

**To Professional Service Agreement by and between  
County of Monterey, hereinafter referred to as "County" or "you"  
AND  
Marsh USA LLC formerly known as Marsh USA Inc. dba MARSH RISK & INSURANCES  
SERVICES, hereinafter referred to as "CONTRACTOR"**

NOW THEREFORE, the parties agree as follows:

**1. Payment.**

Contractor shall be compensated for its Services through commissions from insurers. Prior to each placement by CONTRACTOR, CONTRACTOR shall disclose to County any commissions to be collected by CONTRACTOR or its affiliates, except when such affiliates are acting as an underwriting manager on behalf of insurers.

**2. Services.**

Contractor will act as your insurance broker and/or risk management consultant with respect to the following related services:

Fiduciary Liability
AD&D: "Volunteer (AD&D) Insurance"
General Liability: "Laguna Seca"
Other Casualty: "Police Officers Liability (Primary Liability) including the shooting range"
Pollution Legal Liability: "Police Officers Shooting Range-Environmental Program"

Any additional placements of insurances not listed above, broker services & risk management consulting will be compensated by commissions paid by the insurance carriers.

Contractor shall provide to you the following services:

**Pre-Marketing Services**

- (a) Conduct an initial strategy discussion in advance of each placement
- (b) Assist you in assessing your risks and in developing insurance specifications which Contractor will submit to insurers
- (c) Recommend potential insurers

**Marketing and Placement Services**

- (d) Solicit quotes from insurers that you select
- (e) Negotiate on your behalf with insurers
- (f) Assist you in evaluating the options received from insurers
- (g) Use best efforts to place insurance for you, but only after you have authorized Contractor to bind coverage for you

**Services related to Contractor placements**

- (h) Deliver confirmation of coverage once it is placed
- (i) Follow up with insurance carriers to obtain policies and/ or endorsements
- (j) Review policies and endorsements for conformity with agreed terms and coverages
- (k) Provide coverage summaries
- (l) At your request, issue certificates or memoranda of insurance and/or auto identification cards

- (m) Review premium and exposure audits, rating adjustments, dividend calculations and loss data
- (n) Provide you with invoices, except in the case of direct billing by insurers. Remit premiums to insurers and, where applicable, remit taxes and fees to the relevant authorities, following receipt thereof from you. Marsh USA will bill and collect on behalf of the Non-US Affiliates amounts payable to them pursuant to this Agreement, as applicable, and remit to them any such amounts collected on their behalf
- (o) Monitor published financial information of your current insurers and alert you when one of those insurers falls below Contractor's minimum financial guidelines

#### **Claims-Related Services**

- (p) Provide the following claims-related services:
  - Evaluate coverage applicability on all Contractor placed business
  - Assist you in the development of settlement strategies
  - Assist you with insurer negotiations
  - Assist you with litigation management issues that impact claim settlements
  - Excluding Workers Compensation, Primary Auto Liability / Physical Damage and non-complex Primary General Liability claims, prepare loss notices to insurers and notify insurers of claims; provided that your Contractor claims advocate is informed in writing by you of the claim, with details of the claim, and Contractor has placed the applicable policies or the Contractor claims advocate has been provided written notice by you of the applicable carrier and policies.

If the Claims Services that CONTRACTOR provides become extensive, or if County ask CONTRACTOR to perform claims-related services that constitute additional services as described above, CONTRACTOR and County both agree to negotiate in good faith additional compensation for those services.

Contractor may utilize the services of intermediaries to place your insurance, subject to your approval.

A Marsh affiliate may serve as wholesale broker on certain of your insurance placements.

Marsh USA will not serve as your insurance broker, but only as your risk consultant, with respect to placements with ineligible insurers.

3. Contractor shall assist with documentation and other steps to obtain commitments for and implement the County's insurance program upon the County's instructions, it being understood that Contractor will not independently verify or authenticate County-provided information necessary to prepare underwriting submissions and other documents relied upon by insurers, and the County shall be solely responsible for the accuracy and completeness of such information and other documents furnished to Contractor and/or insurers and shall sign any application for insurance. The County understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the impairment or voiding of coverage.
4. Contractor does not speak for any insurer, is not bound to utilize any particular insurer and does not have the authority to make binding commitments on behalf of any insurer, except under special circumstance which Contractor shall always endeavor to make known to the County. Contractor shall not be responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or other financial obligations. Contractor does not guarantee the performance of insurers or make any representation or warranty that insurance can be placed on terms acceptable to the County.

5. Contractor may place insurance for County that may require the payment of insurance premium taxes (including U.S. federal excise taxes), sales taxes, use taxes, surplus or excess lines and similar taxes and/or fees to federal, state or foreign regulators, boards or associations. County agrees to pay such taxes and fees. Contractor will remit any taxes and fees that it collects from County to the appropriate authorities.
6. In no event shall either party to this Agreement be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to any services provided by the Contractor or its affiliates. The aggregate liability of the Contractor, its affiliates and its and their employees to the County or its affiliates arising out of or relating to the provision of services by the Contractor or its affiliates shall not exceed \$10 million. This provision applies to the fullest extent permitted by applicable law.
7. If requested by County, Contractor agrees to terminate its broker of record status with a carrier.

2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this amendment and renewal and shall continue in full force and effect, as set forth in the Agreement.
3. A copy of this amendment and renewal shall be attached to the original 2019 Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this renewal and amendment on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
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:*

\_\_\_\_\_  
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.