

**RENEWAL AND AMENDMENT NO. 1 TO AGREEMENT BETWEEN
COUNTY OF MONTEREY AND MARSH USA INC.**

THIS RENEWAL AND 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 expired on June 30, 2020; and,

WHEREAS, the County and CONTRACTOR hereby wish to renew and amend the AGREEMENT, to extend the term by two years June 30, 2022; **NOW THEREFORE**,

The County and CONTRACTOR hereby agree to renew and 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 a one-time sum of \$10,000.
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. Section 6.0, “PAYMENT PROVISIONS,” is amended in its entirety to read:

“6.01 CONTRACTOR shall submit an invoice for the one-time payment described in Section 2.0, above, within thirty (30) days of the effective date of this renewal and amendment. County shall process the invoice expeditiously, and the County Auditor – Controller shall pay the invoice within forty-five (45) days of receipt of the approved invoice.”
4. Section 14.0, “NOTICES,” is amended to delete “Charles McKee” for the County and insert “Leslie J. Girard.”
5. EXHIBIT A, subsection 1 is deleted in its entirety and replaced with the following:

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.
6. EXHIBIT-A, subsection 2, is amended to read as follows:

“Fiduciary liability, Volunteer (AD&D) insurance, Laguna Seca (General Liability/Excess Liability), Police Officers Liability (Primary Liability) including the shooting range, and Environmental Program.”

Such lines of coverage shall be compensated by commissions as described in this section.”

7. EXHIBIT-A, subsection 2 is amended to delete the paragraph that reads: “The total number of hours of property and casualty claims services described in this paragraph provided by Contractor to you in a calendar year shall not exceed 62.5. In the event, such claims services exceed such hourly allotment, Contractor reserves the right to seek additional compensation. Contractor shall not exceed 62.5 hours of services for which it will seek compensation without prior written authorization from the County.” and replace it with: “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.”
8. EXHIBIT –A, subsection 3 is deleted in its entirety.
9. 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.
10. 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


County Counsel

Dated: 10/2/20

Approved as to Fiscal Provisions:


Deputy Auditor/Controller


Dated: 9-30-2020

Approved as to Liability Provisions:

N/A
Risk Management

Dated: _____

Approved as to Form:


County Counsel

Dated: 9/30/20

CONTRACTOR

By: 

Signature of Chair, President, or
Vice-President

Brian P. Cooney, Senior Vice President
[Printed Name and Title]

Dated: 09/29/2020

By: 

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

Tane R. Abbott, Managing Director
[Printed Name and Title]

Dated: 09/29/2020

***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.