

**RENEWAL AND AMENDMENT NO. 4 TO AGREEMENT BETWEEN
COUNTY OF MONTEREY AND
MARSH USA LLC dba MARSH RISK AND INSURANCE SERVICES**

THIS RENEWAL AND AMENDMENT NO. 4 (“Amendment”) 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 CONTRACTOR entered into a one-year Agreement in 2019 for the provision of casualty insurance brokerage services; and,

WHEREAS, Renewal and Amendment No. 1 extended the Agreement through June 30, 2022, and revised certain payment provisions and Exhibit A; and,

WHEREAS, Renewal and Amendment No. 2 extended the Agreement through June 30, 2024; and,

WHEREAS, Renewal and Amendment No. 3 extended the Agreement through June 30, 2026, and replaced Exhibit A in its entirety; and,

WHEREAS, the parties desire to renew and amend the Agreement to extend the term through June 30, 2027; and,

NOW, THEREFORE, the County and CONTRACTOR hereby agree to renew and amend the Agreement as follows:

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 this Agreement is from 7/1/2019 to 6/30/2027, 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. 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 Renewal and Amendment shall be attached to the original 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: _____

Brian P. Cooney, Sr. Vice President

[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: _____

Tane Abbott, Managing Director

[Printed Name and Title]

Approved as to Liability Provisions:

Dated: _____

Risk Management

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.