

**DRAFT**

**THIRD AMENDMENT TO THE CONTRACT FOR INSURANCE, BROKERAGE AND  
RISK MANAGEMENT SERVICES  
Marsh USA, Inc.**

THIS AMENDMENT is entered into this \_\_\_\_ day of \_\_\_\_\_ 2020 by THE CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("CITY"), and MARSH USA, INC., ("CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR have previously entered into an agreement for Insurance, Brokerage and Risk Management Services dated September 1, 2015 and

WHEREAS, the CITY and CONTRACTOR desire to extend the term of the agreement from August 1, 2020 through August 31, 2021;

NOW, THEREFORE, the parties agree as follows:

1. The Agreement is hereby amended to include the following additional paragraph as the second paragraph following recital: "Marsh USA is entering his Agreement on behalf of itself and as an agent for its non-US affiliates with respect to Services (defined below) each provide pursuant to this Agreement ("Non-US Affiliates" and, collectively with Marsh USA ("Marsh"). For a list of Marsh non-US affiliates please visit:  
<https://www.morsh.com/us/about-marsh/leading-the-way-intransparency.html>
2. Section l(n) is hereby amended to include the following language additional sentence: "Marsh USA will bill and collect on behalf of the Non-US Affiliates amounts payable to them pursuant to the Agreement, as applicable, and remit them any such amounts collected on their behalf."
3. Section 4 is hereby amended by extending the term of the Agreement from September 1, 2020 through August 31, 2021.
4. Except as modified by this Amendment, all terms and conditions of the Agreement and as subsequently amended thereto, shall remain in full force and effect.
5. This Amendment together with the original agreement dated September 1, 2015, the first Amendment dated October 23, 2018 and the second Amendment dated \_\_\_\_\_ constitute the entire contract between the parties.

WITNESS:

MARSH USA, INC, on behalf of  
itself and the Non-US Affiliates:

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Title: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

CITY OF GAINESVILLE:

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

By: \_\_\_\_\_

City Attorney

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