AMENDMENT NO. 1 RFP NO. 604982-18

CONTRACT FOR INSURANCE BROKERAGE SERVICES FOR CYBER LIABILITY, PROPERTY, CRIME, BOILER AND MACHINERY INSURANCE AND MISCELLANEOUS BONDS AS REQUESTED

THIS AMENDMENT is made and entered into this ____ day of ____ 2023, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and DIXIE LEAVITT AGENCY, INC., DBA LEAVITT INSURANCE AGENCY (hereinafter referred to as "PROVIDER").

WITNESSETH:

WHEREAS, the parties entered into an agreement under RFP Number 604982-18, entitled "Contract for Insurance Brokerage Services for Cyber Liability, Property, Crime, Boiler and Machinery Insurance and Miscellaneous Bonds as Required" dated April 16, 2019 (hereinafter referred to as CONTRACT); and

WHEREAS, the parties desire to amend the CONTRACT.

NOW, THEREFORE, the parties agree to amend the CONTRACT as follows:

1. 1st Whereas, Page 1:

ORIGINALLY WRITTEN:

"WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$75,000 annually, including all travel, lodging, meals and miscellaneous expenses; and"

REVISED TO READ:

"WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance, including all travel, lodging, meals and miscellaneous expenses; and"

2. Section I: Term of Contract, Page 1:

ORIGINALLY WRITTEN:

"COUNTY agrees to retain for the period from <u>January 1. 2019</u> through <u>December 31, 2019</u>, with the option to renew for four (4), one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience."

REVISED TO READ:

"COUNTY agrees to retain for the period from <u>January 1.2019</u> through <u>December 31.2019</u>, with the option to renew for 6, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience."

3. Section II: Compensation and Terms of Payment:

ORIGINALLY WRITTEN:

"COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) for the fixed fee amount of \$75,000 annually. COUNTY'S obligation to pay PROVIDER cannot exceed the fixed fee amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee."

REVISED TO READ:

"COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) for the fixed fee amount of \$75,000 annually. A price increase of 5% will be applied to the 5th Contract renewal term for a total annual fixed fee amount of \$78,750 and a price increase of 3% will be applied to the 6th Contract renewal term for a total annual fixed fee amount of \$81,112.50. COUNTY'S obligation to pay PROVIDER cannot exceed the fixed fee amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee."

4. The revisions contained herein are effective as of December 31, 2023.

This Amendment No. 1 represents an increase of \$159,862.50.

Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

COUNTY:
COUNTY OF CLARK, NEVADA

By:

JESSICA COLVIN
Chief Financial Officer

PROVIDER:
DIXIE LEAVITT AGENCY, INC.,
DBA LEAVITT INSURANCE
AGENCY

By:
JERIC R. LEAVITT
Managing Principle

APPROVED AS TO FORM: STEVEN B. WOLFSON, District Attorney

By:

| Jason Patchett | Jason Patchett | Jason Patchett | Jason Patchett | Jason B. PATCHETT | Deputy District Attorney