

AMENDMENT NO. 1
TO AGREEMENT FOR SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR SERVICES (“Amendment”) by and between the CITY OF CHINO, a California municipal corporation (“City”) and **KOFF & ASSOCIATES, a Division of Gallagher Benefit Services, Inc.** (“Consultant”) is effective as of the 1st day of July 2023.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated March 16, 2022 (“Agreement”) whereby Consultant agreed to provide consulting services.

B. City and Consultant now desire to amend the Agreement to increase Contract Sum and extend the Term.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

(a) Section 2.1 is amended to increase the contract amount by Eighty-Four Thousand Five Hundred Forty-Five Dollars (\$84,545). Add Exhibit C-2 Additional Scope of Work and Fee Proposal.

(b) Section 3.4, Term, is hereby revised to extend the completion of the services to be no later than December 31, 2024.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no

events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

APPROVED AS TO CONTENT:

Gerianne Kingslan Department Director

CONSULTANT:

**KOFF & ASSOCIATES, a Division of Gallagher
Benefit Services, Inc.**

By:_____

Name: Georg S. Krammer
Title: Managing Director

By:_____

Name: Catherine B. Kaneko
Title: Managing Director

Address: 2835 Seventh St
Berkeley, CA 94710