

**City and County of San Francisco  
Risk Management Division  
25 Van Ness Ave., Ste 750  
San Francisco, CA 94102**

**First Amendment**

THIS AMENDMENT (this "Amendment") is made as of April 1, 2015, in San Francisco, California, by and between **Alliant Insurance Services, Inc.** ("Broker"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director, Risk Management Division or the Director's designated agent.

**RECITALS**

WHEREAS, City and Broker have entered into the Agreement (as defined below); and

WHEREAS, City intends to exercise its existing option to extend the term of the Agreement, and

WHEREAS, City and Broker intend to increase Broker's compensation by **\$13,000,000** to a new total of **\$32,520,000**; and

WHEREAS, City and Broker intend to modify Section 2 (Term of the Agreement) and Section 5 (Compensation) to reflect these changes;

NOW, THEREFORE, City and Broker agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**a. Agreement.** The term "Agreement" shall mean the Agreement dated June 1, 2013, between Broker and City, as amended by the:

**First amendment,** dated April 1, 2015;

**b. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**a. Section 2. Term of the Agreement (paragraph 1)** of the Agreement currently reads as follows:

\* \* \*

Subject to Section 1, the term of this Agreement shall be for a two (2) year , two (2) month period beginning on June 1, 2013, and ending on July 30, 2015, (the "Service Period"). City shall have the option, in its sole discretion, to extend this Agreement two (2) times, in each case for a period of up to two (2) additional years, for a total maximum term of six (6) years if both options are exercised by City. City shall exercise each option by giving Broker written notice thereof no later than thirty (30) days prior

to the expiration of the then-current term of this Agreement, whereupon the term of this Agreement shall be extended for up to an additional two (2) years as provided in such notice.

***b. Such section is hereby amended to read as follows:***

\* \* \*

Subject to Section 1, the term of this Agreement shall be for a **four (4) year , two (2) month** period beginning on June 1, 2013, and ending on **July 30, 2017**, (the "Service Period"). City shall have the option, in its sole discretion, to extend this Agreement **one (1)**, for a period of up to two (2) additional years, for a total maximum term of six (6) years if such option is exercised by City. City shall exercise each option by giving Broker written notice thereof no later than thirty (30) days prior to the expiration of the then-current term of this Agreement, whereupon the term of this Agreement shall be extended for up to an additional two (2) years as provided in such notice.

**a. Section 5. Compensation (paragraph 2)** of the Agreement currently reads as follows:

\* \* \*

In no event shall the City's total expenditure (for example premiums, fees, and taxes for insurance coverage, including technology services, and/or claims administration services from Broker) for insurance, goods, and services secured or provided by Broker under this Agreement exceed **\$19,520,840 (Nineteen Million, Five Hundred Twenty Thousand, Eight Hundred Forty Dollars)** over the term of the contract. Each component of the Broker's compensation and the breakdown of costs associated with this Agreement will be itemized in specific proposals in response to task orders requested by Department and will appear in Appendix B, "Calculation of Charges," attached hereto and will be updated annually and incorporated by reference as though fully set forth herein.

***b. Such section is hereby amended to read as follows:***

\* \* \*

In no event shall the City's total expenditure (for example premiums, fees, and taxes for insurance coverage, including technology services, and/or claims administration services from Broker) for insurance, goods, and services secured or provided by Broker under this Agreement exceed **\$32,520,480 (Thirty Two Million, Five Hundred Twenty Thousand, Eight Hundred Forty Dollars)** over the term of the contract. Each component of the Broker's compensation and the breakdown of costs associated with this Agreement will be itemized in specific proposals in response to task orders requested by Department and will appear in Appendix B, "Calculation of Charges," attached hereto and will be updated annually and incorporated by reference as though fully set forth herein.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Broker and City have executed this Amendment as of the date first referenced above.

**CITY**

**BROKER**

Recommended by:

**Alliant Insurance Services, Inc.**

---

**Matt Hansen**  
**Director**  
**Risk Management Division**

---

Dennis Mulqueeny, Senior Vice President  
Alliant Insurance Services, Inc.  
100 Pine Street, 11<sup>th</sup> Floor  
San Francisco, CA 94111

Approved as to Form:

City vendor number: 56849

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Gus Guibert  
Deputy City Attorney