

**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 June 30, 2015, in San Francisco, California, by and between **Aon Risk Insurance Services West, 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 and Broker intend to increase Broker's compensation by **\$6,255,292** to a new total of **\$15,755,292**; and

WHEREAS, City and Broker intend to modify Section 5 (Compensation) to reflect the compensation increase;

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 July, 22, 2011, between Broker and City, as amended by the:

First amendment, dated June 30, 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 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, and Special Projects, including technology services, and/or Claims Administration Services from Broker) for insurance, goods, and services secured or provided by Broker under this Agreement exceed **\$9,500,000 (Nine Million Five Hundred Thousand 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 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 tases for insurance coverage, and Special Projects, including technology services, and/or Claims Administration Services from Broker) for insurance, goods, and services secured or provided by Broker under this Agreement exceed **\$15,755,292 (Fifteen Million Seven Hundred Fifty Five Thousand Two Hundred Ninety Two 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 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.

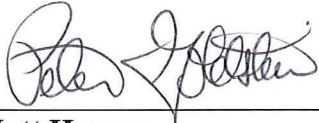
IN WITNESS WHEREOF, Broker and City have executed this Amendment as of the date first referenced above.

CITY

BROKER

Recommended by:

AON Risk Insurance Services West, Inc.



Matt Hansen
Director
Risk Management Division

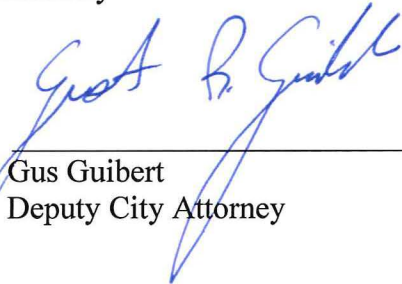
William S. Deeb, Director of Public Entities

City vendor number: 31438

Approved as to Form:

Dennis J. Herrera
City Attorney

By:



Gus Guibert
Deputy City Attorney