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

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of July 21, 2016, in San Francisco, California, by and between **AON Risk Insurance Services West 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, primarily for services needed by the Risk Management Division to assist San Francisco Airport.

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, approval for this Agreement was obtained when the Civil Service Commission approved Contract number PSC #4021-10/11 on August 2, 2010;

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:
- **2a.** 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 five (5) year, period beginning on July 22, 2011, and ending on July 21, 2016, (the "Service Period"). City shall have the option, in its sole discretion, to extend this Agreement **two (2) times**, for a period of up to two (2) additional years, for a total maximum term of nine (9) 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 thencurrent 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.

Such section is hereby amended to read as follows:

Subject to Section 1, the term of this Agreement shall be for a **seven** (7) year, period beginning on July 22, 2011, and ending on **July 21, 2018**, (the "Service Period"). City shall have the option, in its sole discretion, to extend this Agreement for a period of up to two (2) additional years, for a total maximum term of nine (9) 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.

- **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.
cllOCle	Willing S John
Matt Hansen	William S. Deeb, Director of Public Entities
Director	•
Risk Management Division	
	City vendor number: 31438

Approved as to Form:

Dennis J. Herrera City Attorney

By:

Gus Guibert

Deputy City Attorney