

AGREEMENT FOR SERVICES #356-S1011  
AMENDMENT II

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This Amendment II to that Agreement for Services #356-S1011, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Alliant Insurance Services, Inc., a Delaware Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 100 Pine Street, 11<sup>th</sup> Floor, San Francisco, CA 94111; (hereinafter referred to as "Consultant");

## RECITALS

**WHEREAS**, Consultant has been engaged by County to provide employee benefit consulting services for the Human Resources Department, in accordance with Agreement for Services #356-S1011, dated February 8, 2010, and Amendment I dated November 27, 2012, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to extend the term through January 31, 2015, hereby amending **ARTICLE II – Term** and **ARTICLE III – Compensation for Services**; and

**WHEREAS**, the parties hereto have mutually agreed to add new **ARTICLE XXV – Taxes**, **ARTICLE XXVI – Audit by California State Auditor**, and **ARTICLE XXVII – Change of Address**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #356-S1011 shall be amended a second time as follows:

**ARTICLE II** and **ARTICLE III** are amended in their entirety to read as follows:

### **ARTICLE II**

**Term:** The term of this Agreement, as amended, shall be for the period of February 1, 2010 through January 31, 2015.

### **ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Consultant monthly in arrears and within thirty (30) days following the County's receipt and approval of invoice(s) identifying services rendered. For the purposes of this Agreement, effective July 1, 2011, the billing rate shall be a flat fee not exceeding \$7,916.00 per month for "Core Services" identified in Exhibit "A" to the original agreement.

For consulting services not included in the scope of “Core Services,” Consultant shall provide a written proposal including fees for such services, which shall be approved by the Contract Administrator prior to the commencement of work. Such additional services shall be invoiced separately upon completion of work.

The total amount of this Agreement shall not exceed \$510,000.00.

Over-rides, Transparency & Disclosure and Program Management Fees

Consultant’s total compensation will not include and Consultant agrees to not accept contingent payment or allowances by insurance carriers, markets or companies based on the overall levels of insurance premiums on policies placed by Consultant and/or its affiliates.

During the time of this agreement, Consultant will disclose all compensation received by Consultant, and its affiliates, in connection with any insurance placements on behalf of the County under the Consultant’s Transparency and Disclosure policy:

Consultant will conduct business in conformance with all applicable insurance regulations and in advancement of the best interests of the County. Consultant will adhere to an established conflict of interest code that rejects any form of broker incentives that would result in business being placed with carriers in conflict with the County’s interests. Consultant will operate with full transparency and disclosure and regard all aspects of our broker services and compensation arrangements to be appropriate topics for discussion. The County is encouraged to contact Consultant with any questions regarding Consultants policies and practices.

In addition to the compensation that Consultant receives, its related entity, Alliant Underwriting Services ("AUS") may receive compensation from Consultant and/or a carrier for providing underwriting services. Alliant Insurance Services may receive compensation for distribution services through its Insurance Brokerage Exchange (IBX) program. The financial impact of the compensation received by AUS and Alliant Insurance Services for the IBX is a cost included in the premium. Additionally, the related entities of Alliant Business Services and/or Strategic HR may receive compensation from Consultant and/or a carrier for providing designated, value-added services. Services contracted for by the County directly will be invoiced accordingly. Otherwise, services will be provided at the expense of Consultant and/or the carrier.

New **ARTICLE XXV**, **ARTICLE XXVI**, and **ARTICLE XXVII** are added to read as follows:

**ARTICLE XXV**

**Taxes:** Consultant certifies that as of today’s date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

**ARTICLE XXVI**

**Audit by California State Auditor:** Consultant acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by



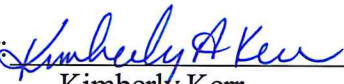
law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

**ARTICLE XXVII**

**Change of Address:** In the event of a change in address for Consultant’s principal place of business, Consultant’s Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled “Notice to Parties”. Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

Except as herein amended, all other parts and sections of that Agreement #356-S1011 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
Kimberly Kerr  
Assistant CAO

Dated: 2/4/14

**Requesting Department Head Concurrence:**

By:   
Terri Daly  
CAO

Dated: 2/3/14

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IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to that Agreement for Services #356-S1011 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 1/28/14

By:   
Norma SANTIAGO, Chair  
Board of Supervisors  
"County"

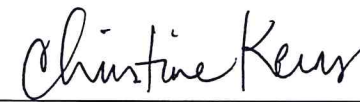
ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

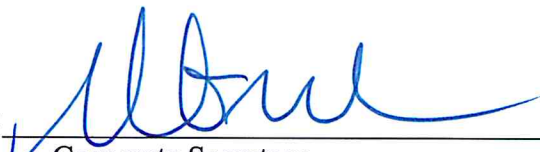
Dated: 1/28/14

-- CONSULTANT --

ALLIANT INSURANCE SERVICES, INC.  
A DELAWARE CORPORATION

By:   
CHRISTINE KERNS  
FIRST VICE PRESIDENT  
"Consultant"

Dated: 2/11/2014

By:   
Corporate Secretary

Dated: 2/20/14