

AGREEMENT FOR SERVICES #356-S1011
AMENDMENT III

This Amendment III 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, 11th 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, Amendment I dated November 27, 2012, and Amendment II dated February 20, 2014, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term through January 31, 2016, hereby amending **ARTICLE II – Term** and **ARTICLE III – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE XI – Notices to Parties** and **ARTICLE XX – Administrator**; and

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

ARTICLES II, III, XI, and XX shall be 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, 2016.

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 \$610,000.00.

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.

ARTICLE XI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Chief Administrative Office
330 Fair Lane
Placerville, CA 95667
ATTN: Bobbi Bennett, HR Manager

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 FAIR LANE
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Consultant shall be addressed as follows:

ALLIANT INSURANCE SERVICES, INC.
100 Pine Street, 11TH Floor
San Francisco, CA 94111
ATTN: Christine Kerns, First Vice President

or to such other location as the Consultant directs.

ARTICLE XX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Bobbi Bennett, Manager, Human Resources, or successor.

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: _____
Bobbi Bennett
Manager
Human Resources

Dated: _____

Requesting Department Head Concurrence:

By: _____
Pamela Knorr
Interim CAO
Chief Administrative Office

Dated: _____

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

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

By: _____

Deputy Clerk

Dated: _____

-- CONSULTANT --

ALLIANT INSURANCE SERVICES, INC.
A DELAWARE CORPORATION

By: _____

CHRISTINE KERNS
FIRST VICE PRESIDENT
"Consultant"

Dated: _____

By: _____

Corporate Secretary

Dated: _____