

**FIRST AMENDMENT TO CITY CONTRACT NO. C-115265 BETWEEN  
THE CITY OF LOS ANGELES AND  
MERCER INVESTMENT CONSULTING, INC.  
FOR CONSULTING SERVICES RELATIVE TO THE CITY OF LOS ANGELES §457  
DEFERRED COMPENSATION/PENSION SAVINGS PLANS**

This First Amendment to City Contract No. C-115265 is entered into by and among the City of Los Angeles, a municipal corporation, by and through the Board of Deferred Compensation Administration, (hereinafter referred to collectively as "City"), and Mercer Investment Consulting, Inc., a Kentucky corporation (hereinafter referred to as "Mercer IC"), and Mercer (US) Inc., a Delaware corporation (hereinafter, "Mercer (US)" and together with Mercer IC, the "Contractor") with reference to the following:

RECITALS

1. Effective January 1, 2009, City and Contractor entered into City Contract No. C-115265 (the "Contract") for Contractor to provide consulting services for the City of Los Angeles §457 Deferred Compensation/Pension Savings Plans; and
2. City and Contractor are desirous of amending the Contract for the purpose of: (a) extending the term of the Contract for a six-month period to June 30, 2012; and (b) increasing the compensation for the services performed thereunder in an amount not exceed \$87,500 for the additional six-month period and a total amount not to exceed \$537,500.

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions set forth herein, the parties hereto covenant, agree and represent as follows:

1. Article II. – Term and Services to be Provided, Section A, entitled "Time of Performance", shall be deleted and replaced in its entirety with the following new provision:

“A. The Term of the Agreement shall commence on January 1, 2009 and will end on June 30, 2012, subject to the termination provisions herein.”

2. Article III – General Terms and Conditions, Subsection (A)(1)(d), entitled “Deliverables, Compensation, and Method of Payment”, shall be revised to delete the first sentence therein and add the following new provision to the beginning of this subsection:  
  
“d. The Contractor’s compensation for the services performed hereunder shall not exceed the amount of \$537,500.”
3. Article IV – City Standard Provisions, Section A, entitled “Standard Provisions for City Contracts”, shall be revised to read as follows: “Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 9/11), attached hereto as Appendix A and made a part hereof.”
4. Appendix A to the Contract, entitled “Standard Provisions for City Contracts (Rev. 10/03)”, is hereby deleted and replaced in its entirety with Attachment A hereto, entitled “Standard Provisions for City Contracts (Rev. 9/11)” and incorporated herein by reference.
5. Article V – Miscellaneous, Section H(2), entitled “Entire Agreement”, shall be revised to read as follows: “In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Agreement take precedence, followed by the Standard Provisions for City Contracts (Rev. 9/11) (Appendix A).”

Except as amended by this First Amendment, all other terms and conditions of Contract C-115265, shall remain in full force and effect.

**IN WITNESS THEREOF**, the parties hereto have caused this instrument to be signed by their respective duly authorized officers. By signing this Amendment, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Agreement and that they have the authority to sign it. This Amendment is not binding on either party until approved by both parties.

**THE CITY OF LOS ANGELES DEFERRED COMPENSATION PLAN**

By: \_\_\_\_\_  
Eugene K. Canzano  
Chairperson, Board of  
Deferred Compensation  
Administration

Date: \_\_\_\_\_

**MERCER INVESTMENT CONSULTING, INC.\***

**MERCER (US) INC. \***

By: \_\_\_\_\_  
Devon Muir  
Principal

By: \_\_\_\_\_  
Erin Ward  
Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

ATTESTED:

Carmen A. Trutanich, City Attorney

June Lagmay, City Clerk

By: \_\_\_\_\_  
Curtis S. Kidder  
Assistant City Attorney

By: \_\_\_\_\_  
Deputy City Clerk

\*Approved Signature Methods:

- 1) Two signatures: One of the Chairman of the Board of Directors, President or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

City Business License Number

112670 51 L 190

Internal Revenue Service Taxpayer Identification Number

61-0736136

Agreement Number

C-115265