

AGREEMENT

31233

THIS AGREEMENT is made and entered, in duplicate, as of January 1, 2009 for reference purposes only, by and between Marsh USA, Inc., a Delaware corporation, with a place of business at San Francisco, CA ("Broker") and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires specialized services requiring unique skills to be performed in connection with the marketing of casualty insurance for the City; and

WHEREAS, City has selected Broker in accordance with City's administrative procedures and City has ascertained that Broker and its employees are qualified, licensed, if so required, and experienced in performing such specialized Services; and

WHEREAS, City desires to have Broker perform said specialized Services, and Broker is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF SERVICES. Broker shall, at a minimum, provide the following services (hereinafter defined as ("Services")):

A. Service existing casualty insurance and excess insurance policies by tendering losses, reviewing coverage issues, assisting in collection of losses, reporting values, issuing Certificates of Insurance and additional insured, loss payee, and other endorsements as needed, and processing policy changes in a timely manner.

B. Within sixty (60) days after the effective date or renewal of each policy, present to the City an original and two (2) copies of each policy, provided such is timely received from the insurer.

C. Provide Certificates of Insurance requested by the City within one (1) business day after the request to both the City and the third parties

1 indicated by the City.

2 D. Respond in writing within five (5) days after the City's
3 request for new coverages or modifications in existing coverages.

4 E. Notify the City in a timely manner about changes or
5 proposed changes initiated by parties other than the City affecting the City's
6 insurance coverages.

7 F. Obtain insurance quotations inclusive of direct or indirect
8 commissions, rebates, profit (contingency) commissions, excess and surplus
9 lines commissions, wholesale commissions, and any other fees on all insurance,
10 excess insurance, and reinsurance placed through the Broker on behalf of the
11 City beginning January 1, 2009. Broker shall disclose all compensation from all
12 sources derived in whole or in part from the City's purchase of insurance
13 coverages through Broker and by Broker's servicing of those coverages on an
14 annual basis.

15 G. Market the casualty insurance needs of the City, including
16 assistance in the collection of the data necessary for and preparation of
17 packages for the proper marketing of the various coverages in cooperation with
18 and subject to the approval of the City's Risk Manager or designee.

19 H. At mutually agreed times, preferably at least four months
20 prior to the expiration of insurance policies, meet with City to prepare a written
21 marketing strategy report identifying anticipated marketing conditions and
22 potential markets and proposing a strategy for the City's major loss exposure
23 areas.

24 I. On receipt of renewal quotations from carriers and at least
25 six weeks prior to each policy's expiration, review quotations for accuracy and
26 meet with City's Risk Manager. Make recommendations on the advantages to
27 the City in terms of policy limits, deductibles/retentions, exposure coverage,
28 markets, etc. At each renewal, prepare written reports presenting parallel

1 comparisons of at least five (or fewer, if market conditions dictate) competing
2 quotations per line of coverage per renewal that include, but are not limited to,
3 limits, aggregates, retention, premium, coverage, exclusions, effective dates,
4 profit sharing or other loss sensitive mechanism, carrier experience, carrier
5 service, and summaries of "pros" and "cons." Include recommendations about
6 levels of retention by line of coverage and alternative risk financing mechanisms.
7 At the City's discretion, the City may supply report formats.

8 J. Arrange for direct payment of premiums to insurance
9 companies by the City and for direct payment of claims by insurance companies
10 to the City or to third party claimants.

11 K. Prepare a written, annual stewardship report to the City
12 including schedule of policies in force, coverage provisions, premiums,
13 comparisons with prior year premiums, insurance claims experience for current
14 and prior policy and accident years on paid, incurred, and ultimate bases, and
15 recommendations for possible adjustments to insurance coverage for the next
16 policy year. The report must include a summary of broker and carrier support
17 services rendered during the prior year, with recommendations for broker and
18 carrier services for the subsequent year.

19 L. Assist in analyzing the City's exposure to loss, adequacy of
20 coverage, and develop options on coverage not presently purchased by the City.
21 Prepare an annual written report summarizing this analysis.

22 M. Service casualty, excess casualty, and other appropriate
23 insurance claims, including claims analyses, reporting and monitoring and
24 involvement in loss adjustment, conducting claims audits of insurers in
25 conjunction with City's Risk Manager.

26 N. In the event the contract expires and incumbent insurers
27 refuse to honor a mid-term Broker of Record change request, service insurance
28 policies in-force at the contract expiration date until their policy expiration dates

1 and service claims reported on these policies until their claim closure dates.

2 O. Respond to any extraordinary needs of the City as
3 requested.

4 P. Utilize carriers that are included on the California List of
5 Eligible Surplus Line Insurers (see [http://www.sla-cal.org/carrier_info/](http://www.sla-cal.org/carrier_info/lesli/index.asp)
6 [lesli/index.asp](http://www.sla-cal.org/carrier_info/lesli/index.asp)) and have a minimum rating from A.M. Best of "A" and financial
7 category rating of "VIII" or that are authorized (admitted) in the State of
8 California.

9 Q. Broker understands, acknowledges, and agrees that City
10 must obtain the approval of the City Council when a premium exceeds One
11 Hundred Thousand Dollars (\$100,000) and the City requires four (4) weeks
12 notice to place on the Council agenda. Broker shall not provide any loss control
13 services.

14 2. QUALIFICATIONS. Broker shall be authorized to transact business
15 in the State of California and shall be in good standing with the California Franchise Tax
16 Board and the California Department of Insurance. Broker warrants that it holds all
17 necessary and required licenses and permits to provide these services. Broker shall
18 immediately give notice to the City of any change in its licensing status.

19 3. INDEPENDENT CONTRACTOR.

20 A. Broker is and shall act as an independent contractor and not
21 an employee of the City. Broker, at Broker's expense, shall furnish all necessary
22 services and facilities to perform satisfactorily its obligations under this
23 Agreement. Broker shall not have the legal authority to bind the City in any way.
24 Broker shall be free to contract for similar services to be performed for others
25 during this Agreement provided, however, that Broker acts in accordance with
26 Section 4. Broker acknowledges and agrees that a) City will not withhold taxes
27 of any kind from Broker's compensation, b) City will not secure workers'
28 compensation or pay unemployment insurance to, for or on Broker's behalf, and

1 c) City will not provide and Broker is not entitled to any of the usual and
2 customary rights, benefits or privileges of City employees. Broker expressly
3 warrants that neither Broker nor any of Broker's employees or agents shall
4 represent themselves to be employees or agents of City.

5 B. Broker may select the time and place of performance for its
6 services provided, however, that access to City documents, records and the like,
7 if needed by Broker, shall be available only during the City's normal business
8 hours and provided that milestones for performance, if any, are met.

9 C. Broker shall exercise the degree of skill and care
10 customarily required by the standards in its industry. Any costs incurred due to
11 Broker's failure to meet these standards which require re-performance, as
12 directed by City, shall be paid and borne by Broker. Broker's failure to achieve
13 the performance goals and objectives in Section 1 is not a basis for the City to
14 request re-performance unless work conducted by Broker is deemed by City to
15 have failed these standards.

16 4. CONFLICT OF INTEREST. Broker, by executing this Agreement,
17 certifies and shall obtain similar certifications from Broker's employees and approved
18 sub-brokers that, at the time Broker executes this Agreement and for its duration, Broker
19 does not and will not perform services for any other client which would create a conflict,
20 whether monetary or otherwise, as between the interests of City and the interests of such
21 other client, it being understood that Broker may continue to provide services to
22 competitors of City and others which City has business and other relationships, including
23 parties which may have interests adverse to City. In the event of a perceived or potential
24 conflict of interest, City and Broker agree to meet and discuss an equitable solution.

25 5. NON-DISCRIMINATION. In connection with performance of this
26 Agreement and subject to applicable rules and regulations, Broker shall not discriminate
27 against any employee or applicant for employment because of race, religion, national
28 origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or

1 disability. Broker shall ensure that applicants are employed, and that employees are
2 treated during their employment, without regard to these bases. Such actions shall
3 include, but not be limited to, the following: Employment, upgrading, demotion or transfer,
4 recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of
5 compensation, and selection for training, including apprenticeship.

6 6. INSURANCE. As a condition precedent to the effectiveness of this
7 Agreement, Broker shall procure and maintain at Broker's expense for the duration of this
8 Agreement and, with the exception of Broker's Professional Liability insurance, said
9 insurance shall be maintained with insurance companies that are admitted to write
10 insurance in California or from authorized non-admitted insurance companies that have
11 ratings of or equivalent to A:VIII by A.M. Best Company the following insurance:

12 (a) Commercial general liability insurance equivalent in scope to ISO form
13 CG 00 01 11 85 or CG 00 01 10 93 in an amount of \$1,000,000 per each occurrence and
14 \$2,000,000 general aggregate. This coverage shall include but not be limited to broad
15 form contractual liability, cross liability, and products and completed operations liability.
16 The City, its officials and employees shall be included as additional insureds by
17 endorsement (on City's endorsement form or on an endorsement equivalent in scope to
18 ISO form CG 20 10 11 85 or to both CG 20 10 10 01 and CG 20 37 10 01), and this
19 insurance shall contain no special limitations on the scope of protection given to the City,
20 its agencies, boards, commissions, officials and employees.

21 (b) Workers' Compensation insurance as required by the California Labor
22 Code and employer's liability insurance in an amount of \$1,000,000.

23 (c) Professional liability or errors and omissions insurance in an amount of
24 \$5,000,000 per claim.

25 (d) Commercial automobile liability insurance (equivalent in scope to ISO
26 form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount of \$1,000,000
27 combined single limit per accident.
28

1 Any self insurance program or self insured retention greater than \$1 million
2 per occurrence must be separately approved in writing by City's Risk Manager or
3 designee and shall protect City, its agencies, boards, commissions, officials, and
4 employees in the same manner and to the same extent as they would have been
5 protected had the policy or policies not contained retention provisions. Broker or its
6 insurer shall not materially modify or cancel any of the coverage except after Broker or its
7 insurer has endeavored to give thirty (30) days prior written notice to City, and policies
8 affording coverage to the additional insureds shall be primary and not contributing to any
9 other insurance or self-insurance maintained by City. Broker shall notify the City in
10 writing within five (5) days after any insurance has been voided by the insurer or
11 cancelled by the insured. If this coverage is written on a "claims made" basis, it must
12 provide for an extended reporting period of not less than one year, commencing on the
13 date this Agreement expires or is terminated, or Broker shall provide to the City evidence
14 of uninterrupted, continuing coverage for a period of not less than three (3) years,
15 commencing on the date this Agreement expires or is terminated.

16 Broker shall require that all sub-brokers approved by the City in accordance
17 with Section 10, which Broker uses in the performance of these services, maintain
18 insurance in compliance with this Section unless otherwise agreed in writing by City's
19 Risk Manager or designee.

20 Prior to the start of performance, Broker shall deliver to City certificates of
21 insurance and applicable endorsements for approval as to sufficiency and form. In
22 addition, Broker, shall, within thirty (30) days prior to expiration of the insurance, furnish
23 to City certificates of insurance and endorsements evidencing renewal of the insurance.
24 City reserves the right to require additional detail of all policies of Brokers at any
25 reasonable time, and Broker agrees to provide excerpts of the policies as approved by
26 Broker's Risk Management Department related to this insurance during normal working
27 hours.

28

1 Any modification or waiver of these insurance requirements shall only be
2 made with the approval of City's Risk Manager or designee. Not more frequently than
3 once a year, the City's Risk Manager or designee may require that Broker, Broker's
4 subconsultants and contractors change the amount, scope or types of coverages
5 required in this Section if, in his or her sole opinion, the amount, scope, or types of
6 coverages are not adequate.

7 The procuring or existence of insurance shall not be construed or deemed
8 as a limitation on liability relating to Broker's performance or as full performance of or
9 compliance with the indemnification provisions of this Agreement.

10 7. FEES. City shall pay to Broker, following receipt from Broker and
11 approval by City of invoice, an annual "not to exceed" amount as follows: \$50,000/year.
12 This annual amount represents all compensation for placement and servicing of the
13 following lines of insurance for the City: [Attached Exhibit A –current policy schedule]
14 Prior to each placement by Broker, Broker shall disclose to City and obtain City's
15 approval of any commissions to be collected by Broker or its affiliates. Broker shall credit
16 against the annual fee any retail commissions collected by it or its affiliates. If the retail
17 commissions for a contract year exceed the annual fee, then Broker will return any
18 excess retail commissions to City unless prohibited by anti rebating laws. Broker and its
19 affiliates will not credit any wholesale commissions against the annual fee. In the case of
20 local placements made by Broker's non-U.S. affiliates on behalf of City or City's non-U.S.
21 subsidiaries, Broker's non-U.S. affiliates shall receive commissions, which shall be in
22 addition to and not be credited against the annual fee. Broker shall disclose to City and
23 obtain City's approval of these commissions prior to placement. Broker may make
24 disclosures to and obtain approvals from City's local operating management. City
25 reserves the right to disallow charges when invoiced services are not performed.

26 8. TERM. The term of this Agreement shall commence at midnight on
27 January 1, 2009, and shall end at 11:59 p.m. on December 31, 2009, unless sooner
28 terminated as provided in this Agreement.

1 9. REVIEW OF EMPLOYEES. City reserves the right to review the
2 resumes of any of Broker's employees who perform services for the City.

3 10. ASSIGNMENT. This Agreement contemplates the personal services
4 of Broker's employees, and the parties acknowledge that a substantial inducement to City
5 for entering this Agreement was and is the professional reputation and competence of
6 Broker's employees. Broker shall not assign its rights or delegate its duties, or any
7 interest in the Agreement or any portion of it, without the prior approval of City, except
8 that Broker may with the prior approval of the City Manager of City, assign any moneys
9 due or to become due the Broker under it. Any attempted assignment or delegation shall
10 be void, and any assignee or delegate shall acquire no right or interest by reason of such
11 attempted assignment or delegation. Furthermore, Broker shall not subcontract any
12 portion of the performance required hereunder without the prior approval of the City
13 Manager or designee, nor substitute an approved subcontractor without said prior
14 approval to the substitution. Nothing stated in this Section 10 shall prevent Broker from
15 employing as many employees as Broker deems necessary for performance of this
16 Agreement.

17 11. INDEMNIFICATION. To the greatest extent allowed by law, Broker
18 shall, with respect to services performed in connection with this Agreement, indemnify
19 and hold harmless the City, its Boards, Commissions, and their officials, employees and
20 agents (collectively in this Section, "City") from and against any and all liability, claims,
21 demands, damage, loss, causes of action, proceedings, penalties, costs and expenses
22 (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims"
23 or individually "Claim"). Claims include allegations and include, by way of example but
24 are not limited to, Claims for property damage, personal injury or death arising in whole
25 or in part from any negligent act or omission of Broker, its officers, employees, agents,
26 sub-consultants, or anyone under Broker's control (collectively "Indemnitor"); Broker's
27 breach of this Agreement; misrepresentation; willful misconduct; and Claims by any
28 employee of Indemnitor relating in any way to worker's compensation. Independent of

1 the duty to indemnify and as a free-standing duty on the part of Broker, Broker shall
2 defend City and shall continue this defense until the Claim is resolved, whether by
3 settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach,
4 or the like on the part of Indemnitor shall be required for the duty to defend to arise.
5 Broker shall notify the City of any Claim within ten (10) days. Likewise, City shall notify
6 Broker of any Claim, shall tender the defense of the Claim to Broker, and shall assist
7 Broker, as may be reasonably requested, in the defense.

8 12. OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY
9 RIGHTS.

10 A. All materials, information and data prepared, developed, or
11 assembled by Broker or furnished to Broker in connection with this Agreement,
12 including but not limited to documents, estimates, calculations, studies, maps,
13 graphs, charts, computer disks, computer source documentation, samples,
14 models, reports, summaries, drawings, designs, notes, plans, information,
15 material, and memorandum ("Data") shall be the exclusive property of City. Data
16 shall be given to City, and City shall have the unrestricted right to use and
17 disclose the Data in any manner and for any purpose without payment of further
18 compensation to Broker. Copies of Data may be retained by Broker but Broker
19 warrants that Data shall not be made available to any person or entity for use
20 without the prior approval of City. This warranty shall survive termination of this
21 Agreement for five (5) years.

22 B. City shall have the unlimited right to use technical data,
23 including material designated as a trade secret, resulting from the performance
24 of services by the Broker under this Agreement. Broker hereby grants to City a
25 royalty free, nonexclusive, irrevocable license to produce, translate, publish, use,
26 and dispose of all copyrightable material first produced or composed in the
27 performance of this Agreement.

28 C. Notwithstanding, anything to the contrary contained in this

1 Agreement, it is understood and agreed that Broker shall retain all of its rights in
2 its methodologies and methods of analysis, ideas, concepts, expressions, know
3 how, methods, techniques, skills, knowledge and experience possessed by
4 Broker prior to, or acquired by Broker during, the performance of this Agreement
5 and the same shall not be deemed works made for hire and Broker shall not be
6 restricted in any way with respect thereto.

7 13. TAXES AND FEES. Broker may place insurance for City that may
8 require the payment of insurance premium taxes (including U.S. federal excise taxes),
9 sales taxes, use taxes, surplus or excess lines and similar taxes and/or fees to federal,
10 state or foreign regulators, boards or associations. City agrees to pay such taxes and
11 fees. Broker will remit any taxes and fees that it collects from City to the appropriate
12 authorities.

13 14. CITY'S RESPONSIBILITIES. City shall be responsible for the
14 accuracy of all information that City directly furnishes to Broker and/or insurers, City shall
15 be responsible for endeavoring to complete all questions asked, and City shall sign any
16 required application for insurance. Broker shall not be responsible to verify the accuracy
17 or completeness of any information that City provides and Broker shall be entitled to rely
18 on information provided by City. Broker shall have no liability for any errors, deficiencies
19 or omissions in any Services provided to City, including the placement of insurance on
20 City's behalf, that are based on inaccurate or incomplete information provided to Broker.
21 City and Broker will mutually review all policy documents provided to City by Broker.

22 15. DISCLAIMERS; LIMITATION OF LIABILITY. Broker does not speak
23 for any insurer, is not bound to utilize any particular insurer and is not authorized to make
24 binding commitments on behalf of any insurer, except under special circumstances which
25 Broker shall make known to City. Broker shall not be responsible for the solvency of any
26 insurer or its ability or willingness to pay claims, return premiums or other financial
27 obligations. Broker does not guarantee or make any representation or warranty that
28 insurance can be placed on terms acceptable to City. Broker will not take any action to

1 replace City's insurers unless City instructs Broker to do so. Broker will not be
2 responsible for the adequacy or effectiveness of any insurance programs or policies
3 implemented by another broker, or any acts or omissions occurring prior to Broker's
4 engagement.

5 16. OTHER REVENUE. Broker earns and retains interest income on
6 premium payments held by Broker on behalf of insurers between the time Broker
7 receives these payments from City and the time Broker remits these payments to the
8 insurers, where permitted by applicable law.

9 17. CONFIDENTIALITY.

10 A. Broker shall keep the City's technical, financial, strategic and
11 other proprietary and confidential information relating to its business, operations
12 and properties ("Data") confidential and shall not disclose the Data or use the
13 Data directly or indirectly other than in the course of performing the Services,
14 during the term of this Agreement and for five (5) years following expiration or
15 termination of this Agreement. In addition, Broker shall keep confidential all
16 information, whether written, oral, or visual, obtained by any means whatsoever
17 in the course of performing its services for the same period of time. Broker shall
18 not disclose any or all of the Data to any third party, or use it for Broker's own
19 benefit or the benefit of others except in furtherance of providing the Services.

20 B. Broker understands and agrees that City may designate in a
21 conspicuous manner the information that the Broker obtains from City as
22 confidential and the Broker shall:

23 (a) Ensure that Broker's officers, employees, agents,
24 representatives, and sub-brokers are informed of the confidential nature of that
25 information and assure by agreement or otherwise that they are prohibited from
26 revealing, for any purpose whatsoever, that information or any part of it.
27 Provided, however, the Broker may release such information to insurers and
28 other financial institutions relevant to the underwriting and/or evaluation of the

City's risks and the processing of its claims, provided that such insurers and financial institutions are informed of the confidential nature of such information;

(b) Give notice to City promptly of circumstances surrounding any possession, use or knowledge of that information or any part of it by any person or entity other than those authorized by this Section to have it;

C. Broker shall not be liable for a breach of confidentiality with respect to Data that: (a) Broker demonstrates Broker knew prior to the time City disclosed it; or (b) is or becomes publicly available without breach of this Agreement by Broker; or (c) a third party who disclosed the Data to the Broker and the Broker had no reason to know such third party was bound by a confidentiality agreement to the City; or (d) must be disclosed pursuant to subpoena or court order.

18. PUBLICATION. City shall have the right of prior written approval of any document that shall be disseminated to the public by the Broker in which the Broker utilizes information obtained from City in connection with its performance of this Agreement.

19. WAIVER. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any part of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of a subsequent similar breach or a different breach.

20. TERMINATION FOR CONVENIENCE. Either party may terminate this Agreement in whole or in part for its convenience by giving thirty (30) days notice to the other. If Broker terminates this Agreement, Broker's compensation will be adjusted pro-rata to reflect the duration of the Agreement. If City terminates this Agreement, Broker's annual compensation will be deemed earned as follows: 60% at the commencement of the current contract year; 75% after four months of the current contract year; and 100% after seven months of the current contract year.

1
2 The obligation of Broker and its affiliates (including its UK affiliates) to provide Services to
3 City will cease upon the effective date of termination, unless otherwise agreed in writing.
4 Broker will assist City in arranging a smooth transition process, subject to receipt by
5 Broker of all amounts due to Broker from City.

6 21 AUDIT. City shall have the right at all reasonable times during the
7 term of this Agreement and for a period of five (5) years after termination or expiration of
8 this Agreement to examine, audit, inspect, review, extract information from, and copy all
9 books, records, accounts, and other documents of Broker relating to this Agreement.
10 Broker shall make those books, records, accounts and documents available for audit
11 during Broker's normal business hours at its regular place of business.

12 22. NOTICES. Any notice or approval required by this Agreement by
13 either party shall be in writing and personally delivered or deposited in the U.S. Postal
14 Service, first class, postage prepaid, addressed to Broker at the address first stated
15 above, and to the City at 333 West Ocean Boulevard, 13th Floor, Long Beach, CA 90802
16 Attn: City Manager. Notice of change of address shall be given in the same manner as
17 stated for other notices. Notice shall be deemed given on the date deposited in the mail
18 or on the date personal delivery is made, whichever occurs first.

19 23. GOVERNING LAW. This Agreement shall be governed by and
20 construed pursuant to the laws of the State of California (except those provisions of
21 California law pertaining to conflicts of laws). Broker shall comply with all laws,
22 ordinances, rules and regulations of and obtain such permits, licenses, and certificates
23 required by all federal, state and local governmental authorities.

24 24. AMENDMENT. This Agreement shall not be amended, nor any
25 provision or breach waived, except in writing signed by the parties which expressly refers
26 to this Agreement.

27 25. ENTIRE AGREEMENT. This Agreement constitutes the entire
28 understanding between the parties and supersedes all other agreements, oral or written,

1 with respect to the subject matter in this Agreement.

2 26. CONTINUATION. Termination or expiration of this Agreement shall
3 not affect rights or liabilities of the parties which accrued prior to termination or expiration
4 of this Agreement.

5 27. ADVERTISING. Broker shall not use the name of City, its officials
6 or employees in any advertising or solicitation for business, nor as a reference, without
7 the prior approval of the City Manager or designee.

8 28. THIRD PARTY BENEFICIARY. This Agreement is intended by the
9 parties to benefit themselves only and is not in any way intended or designed to or
10 entered for the purpose of creating any benefit or right for any person or entity of any kind
11 that is not a party to this Agreement.

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 IN WITNESS WHEREOF, the parties have executed this document to be
2 duly executed with all formalities required by law as of the date first stated above.
3
4

5 Marsh USA, Inc a Delaware corporation

6 5-4-, 2009 By Keith W. Grand

7
8 Keith W. Grand, Vice President
Type or Print Name

9 5-4, 2009 By Susan Blankenburg
10 Susan Blankenburg, Senior Vice President

11 Type or Print Name

12 "Broker"

13 CITY OF LONG BEACH, a municipal
14 corporation

15 June 22, 2009 By [Signature] Assistant City Manager
16 City Manager

17 "City"

18 This Agreement is approved as to form on 5-5, 2009
19

20 ROBERT E. SHANNON, City Attorney

21 By [Signature]
22 Deputy
23
24
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28

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

On May 4, 2009 before me Devan Perona, Notary Public
Date Name, Title of Officer, Notary Public

personally appeared Keith Grand
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose
name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that
he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by
his/~~her~~/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of
which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Devan Perona
Signature of Notary

