

**SECOND AMENDMENT
TO
CONTRACT
BETWEEN
COUNTY OF CUYAHOGA, OHIO
AND
HYLANT GROUP, INC.
FOR
INSURANCE BROKERAGE AND RISK MANAGEMENT SERVICES**

This SECONDRAMENDMENT (the "Second Amendment") to the Contract for expert risk management and insurance brokerage services is made and entered into by and between the County of Cuyahoga, Ohio and Hylant Group, Inc. ("Hylant"), an Ohio corporation with its principal offices located at 811 Madison Avenue, Toledo, Ohio 44131, effective February 1, 2014 ("Effective Date" of the Second Amendment).

WITNESSETH:

WHEREAS, the County and Hylant (the "Parties") entered into a contract (the "Contract") effective as of January 1, 2013, and ending December 31, 2015 for expert risk management and insurance brokerage services (the "Services"); and

WHEREAS, the County and Hylant now desire to increase the total amount of the Contract from \$4,100,000.00 to \$4,988,000.00;

WHEREAS, Hylant agrees to continue providing Services under the terms of the Contract; and

WHEREAS, by executing this Second Amendment, the Parties agree to be bound by the Second Amendment, and Hylant agrees to continue to provide the Services under the terms specified under this Second Amendment.

NOW, THEREFORE, Hylant and the County agree to amend the Contract as follows:

1. Article III, Section 2(a) shall be substituted to read as follows:

For the duration of this Contract from the effective date through and including December 31, 2015, the maximum not to exceed cost, premiums and fees due to Hylant under this Contract shall not exceed \$4,988,000.00.

2. Article III, Section 4 shall be substituted to read as follows:

The County intends to appropriate \$1,700,000.00 for 2013, \$2,088,000.00 in 2014, and then \$1,200,000.00 for the remaining duration of this Contract. All appropriations are subject to approval by the County Council. In the event that the County desires to adjust its insurance coverage by adding or subcontracting coverage not accounted for within the anticipated appropriations, the County may adjust the anticipated annual appropriations as may be needed without the need to amend this Contract so long as the total appropriations for this Contract during its entire term does not exceed \$4,988,000.00.

Any provision of this Contract to the contrary notwithstanding, payment by the County hereunder shall be subject to annual appropriation of sufficient funds by the Cuyahoga County Council. The County may terminate this contract, on 30-days written notice to Hylant, in the event of insufficient appropriation, at no additional charge or cost to the County.

3. Except as set forth in this Second Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Second Amendment and the Contract, the terms of this Second Amendment will prevail.

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be executed on this ____ day of _____, 2014.

HYLANT GROUP, INC.

By: _____
Scott Dillabaugh

Title: President, Hylant Cleveland

Date: February 4, 2014

The legal form and correctness of
this Contract is hereby approved:

Cuyahoga County Law Department
Majeed G. Makhoul, Director of Law

By: Arika M. Davis

2014-04-09 12:07:54

Date: _____

COUNTY OF CUYAHOGA, OHIO

By: Edward Fitzgerald
Edward Fitzgerald, County Executive

Date: _____