



**AMENDMENT NUMBER ONE
TO CONTRACT WITH MERCER INVESTMENTS LLC
FOR INVESTMENT CONSULTING SERVICES**

THIS AMENDMENT Number One (hereinafter referred to as “Amendment One”) to the Contract is made and entered into, upon execution of all necessary signatures, by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as “County”), and Mercer Investments LLC, dba Mercer Investment Advisers LLC, with a place of business at 21875 Network Place, Chicago, IL 60673, (hereinafter referred to as “Contractor”), which are sometimes individually referred to as “Party” or collectively referred to as “Parties.”

WHEREAS, County and Contractor executed the Contract for the Investment Consulting Services for the County of Orange (hereinafter “Contract”), effective November 19, 2019 through November 18, 2022 with the option to renew the Contract for up to two (2) additional one (1) year terms, upon mutual agreement of the Parties; and

WHEREAS, the parties desire to renew the Contract for one (1) additional one-year period effective November 19, 2022 through November 18, 2023; and

WHEREAS, Contractor updated its principal place of business from 1301 Fifth Avenue, Seattle, WA 98101 to 21875 Network Place, Chicago, IL 60673;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree as follows:

1. The Contract is hereby renewed for one (1) additional year effective November 19, 2022 and expiring on November 18, 2023.
2. Contact information for both Contractor and County have been updated. Section 39 of the Contract is amended to read as follows:

“39. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given herein shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the County’s Program Manager and Contractor’s Account Manager routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Attachment A - Amendment One to Contract with Mercer Investments LLC, dba Mercer Investment Advisers LLC

County: Program Manager, Susie Kim
Human Resource Services/Employee Benefits
400 W. Civic Center Drive, 1st Floor, Room 111
Santa Ana, CA 92701

cc: Human Resource Services/Employee Benefits
Attn: Melvin Chua
400 W. Civic Center Drive, 1st Floor, Room 111
Santa Ana, CA 92701

Contractor: Mercer Investments LLC
Marina Batliwalla, Principal
21875 Network Place
Chicago, IL 60673

cc: Mercer Investments LLC
Attn: Legal Department
99 High Street
Boston, MA 02110”

3. The payment/invoicing contact information in Attachment B, Section A. of the Contract is amended to read as follows:

“A. Payment/Invoicing Instructions:


Invoices are to be sent to: County of Orange
Human Resource Services, Employee Benefits
Attn: Susie Kim, Program Manager
400 W. Civic Center Drive, 1st Floor, Room 111
Santa Ana, CA 92701”

4. All other terms and conditions of the Contract, except as amended herein, shall remain unchanged and in full force and effect.

(Signature page to follow)

Attachment A - Amendment One to Contract with Mercer Investments LLC, dba Mercer Investment Advisers LLC
The Parties hereto have executed this Amendment One on the dates shown opposite their respective signatures below.

Mercer Investments LLC, dba Mercer Investment Advisers LLC

Marina Batliwalla	Principal
Print Name	Title
	10/11/2022
Signature	Date

Print Name	Title
Signature	Date

*** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.**

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

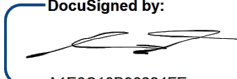
In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County of Orange, a political subdivision of the State of California

Print Name	Title
Signature	Date

Approved by the Board of Supervisors on: _____

APPROVED AS TO FORM:


 Deputy, Office of County Counsel
 Orange County, California