

**THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

This Third Amendment (“Amendment”), dated as of December 3, 2024, is by and between the County of Sonoma, a political subdivision of the State of California (“County”), and The Segal Company (Western States), Inc. for itself and on behalf of its affiliates collectively doing business as Segal Consulting, hereinafter referred to as (“Consultant”).

RECITAL

WHEREAS, County and Consultant entered into that certain Agreement, dated January 1, 2019 for Benefits Consulting and Actuarial Services; and

WHEREAS, Paragraph 3 Term of Agreement allows for three one-year renewal options at the conclusion of the initial term of the Agreement; and

WHEREAS, County and Consultant previously entered into a First Amendment to the Agreement to extend the term of the Agreement by one additional year and increase the contract maximum amount from \$1,220,000 to \$1,478,000.000; and

WHEREAS, County and Consultant previously entered into a Second Amendment to the Agreement to extend the Agreement term to be from December 1, 2020, through December 31, 2024; and

WHEREAS, County and Consultant desire to amend the Agreement term to be from January 1, 2025, through June 30, 2025 and increase the contract maximum amount from \$1,478,000.00 to \$1,611,500.00.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Section 2. Payment should be amended to read as follows: 2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the updated fee schedule set forth in **Exhibit B**, attached hereto and incorporated herein. Total payments to Consultant shall not exceed \$1,611,500 and shall not exceed \$133,500 for services performed between January 1, 2025 to June 30, 2025, without the prior written approval of County. Consultant shall submit its bills in arrears monthly in a form approved by County’s Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed. Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County

for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California. If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

2. Section 3. Term of the Agreement shall be amended to read as follows: The term of this Agreement shall be from January 1, 2019, to June 30, 2025, unless terminated earlier in accordance with the provisions of Article 4 below.
3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.
4. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

CONSULTANT:

The Segal Company (Western States), Inc.
for itself and on behalf of its affiliates
collectively doing business as Segal
Consulting

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Janell Crane, Human Resources Director

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

EXECUTED BY:

By: _____
Janell Crane, Human Resources Director

Date: _____