

**FIRST AMENDMENT TO
AGREEMENT FOR BENEFITS CONSULTING AND ACTUARIAL SERVICES**

This First Amendment ("Amendment"), dated as of October 5, 2021, 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").

R E C I T A L S

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

WHEREAS, County and Consultant desire to amend the Agreement to increase the contract maximum from \$1,190,000.00 to \$1,220,000.00.

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

A G R E E M E N T

1. Section 2. Payment shall be amended to read as follows: For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the Fee Schedule set forth in **Exhibit B (Attachment B)**, provided, however, that total payments to Consultant shall not exceed **\$1,220,000.00** for the term of the Agreement, without the prior written approval of County.

2. Exhibit B (Attachment B) #1 Maximum Fees shall be amended to read as follows: For all services provided by the Contractor listed in **Exhibit A (Attachment A)**, Scope of Services, specifically related to 1) General Services, 2) Benefit Consultation Services, 3) Brokerage Services and 4) Actuarial Services, the maximum fees payable under this Agreement will not exceed a total of **\$1,220,000.00** for the period of January 1, 2019 to December 31, 2023.

- A. Not to exceed \$235,000 for 2019
- B. Not to exceed \$235,000 for 2020
- C. Not to exceed \$265,000 for 2021
- D. Not to exceed \$240,000 for 2022
- E. Not to exceed \$245,000 for 2023

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.

By: 

Name: _____

Title: Vice President

Date: Sep 14, 2021

COUNTY OF SONOMA:

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

By: 
Christina Cramer (Sep 20, 2021 11:07 PDT)

Christina Cramer,
Director of Human Resources

Date: Sep 20, 2021

APPROVED AS TO FORM FOR COUNTY:

By: 
Tandra Curtis (Sep 14, 2021 16:17 PDT)

County Counsel

Date: Sep 14, 2021

By: 
Christina Cramer (Sep 20, 2021 11:07 PDT)

Christina Cramer,
Director of Human Resources

Date: Sep 20, 2021