

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GALLAGHER BENEFIT SERVICES, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Gallagher Benefit Services, Inc., a Delaware corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services Between the City of Santa Clara, California, and Gallagher Benefit Services, Inc.", dated January 11, 2019 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide administration, recordkeeping, and customer service for the City's VEBA HRA Plan, and the Parties now wish to amend the Original Agreement to extend the term of the Original Agreement for four years.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

- A. That Section 2 of the Original Agreement, entitled "Term of Agreement" is hereby amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on June 30, 2023.

- B. That Section 6 of the Original Agreement, entitled "Compensation and Payment" is hereby amended to read as follows:

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services

rendered by Contractor in accordance with EXHIBIT B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is One Hundred Thirty-Five Thousand Dollars and No Cents (\$135,000.00), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to preform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

- C. That EXHIBIT B of the Original Agreement, entitled "SCHEDULE OF FEES" is hereby amended to read as follows:

To provide the enhanced system administration platform and expanded investment management and contact center services described herein, including the cost of printing, mail service, and postage, the City will be billed a flat monthly fee of \$2,500. Total not to exceed annual contract costs will be One Hundred Thirty-Five Thousand Dollars and No Cents (\$135,000), subject to budget appropriations.

Pursuant to the Plan Adoption Packet, the City is adopting the HealthInvest HRA program for its VEBA MRA Plan. The City acknowledges and agrees that the Contractor and other subcontractors under the HealthInvest HRA program ("Existing Plan Service Providers") are currently providing some services to the City for its VEBA MRA Plan and are paid separately either from plan assets or directly by the City pursuant to contracts or agreements directly between the City and such Existing Plan Service Provider.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

3. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

GALLAGHER BENEFIT SERVICES, INC.

a Delaware corporation

Dated: August 21, 2019

By (Signature): 

Name: Charlie Isaacs

Title: Area President

Principal Place of Business Address: 906 West 2nd Avenue, Suite 400
Spokane, WA 99201-4502

Email Address: [Charlie Isaacs@ajg.com](mailto:Charlie.Isaacs@ajg.com)

Telephone: (509) 838-5571

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"CONTRACTOR"