



Contract Number

14-954 A5

SAP Number

## Human Resources Department

Department Contract Representative Amy Coughlin  
Telephone Number (909) 387-5787

Contractor Voya Retirement Insurance and Annuity Company and Voya Financial Partners, LLC  
Contractor Representative Gavin T. Gruenberg  
Telephone Number (909) 798-3250  
Contract Term 01/09/2015 – 12/31/2021  
Original Contract Amount N/A  
Amendment Amount N/A  
Total Contract Amount N/A  
Cost Center 7203002710

### IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT NO. 5 TO THE ADMINISTRATIVE SERVICES AGREEMENT FOR THE SAN BERNARDINO COUNTY DEFINED CONTRIBUTION PLANS, CONTRACT NO. 14-954**

### WITNESSETH:

**WHEREAS**, San Bernardino County (County) and Voya Retirement Insurance and Annuity Company (VRIAC) and Voya Financial Partners, LLC (Broker-Dealer) entered into an Administrative Services Agreement for the San Bernardino County Defined Contribution Plans (Contract), [Contract No. 14-954] on January 9, 2015, for administrative, investment and recordkeeping services for the County's voluntary retirement plans; and

**WHEREAS**, the original term of the Contract commenced on January 9, 2015, and will expire on December 31, 2021; and

**WHEREAS**, County, VRIAC and Broker-Dealer all desire to lower Contractor's annual recordkeeping fee for the remainder of the Contract from 0.095% or 9.5 basis points to 0.036% or 3.6 basis points; and

**WHEREAS**, Section 4.01 of the Contract also authorizes the parties to amend the Contract by mutual agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, which are specifically incorporated into the body of this agreement and the mutual covenants, terms and conditions contained herein, the parties agree as follows:  
1) Section 3.01 (Contractor's Compensation) is amended to read in its entirety as follows:

Effective July 1, 2021, Contractor's annual recordkeeping fee for providing the services described herein is 0.036% or 3.6 basis points (Recordkeeping Fee). The Contractor will assess the recordkeeping fee as an Asset Based Fee on all plan assets, with the exception of assets held in the Self-Directed Brokerage Option. The fee will be pro-rated and assessed to participant accounts monthly based on account balance, pro-rata across all investment options with a balance.

Administrative Fees: Effective July 1, 2020, Contractor shall reimburse the County \$126,250 per quarter for reasonable and necessary administrative expenses. This is the total amount to be paid to the County without regard to the number of plans covered by this Agreement. The fee will be divided pro-rata across all plans quarterly based on total plan assets. The fee amount determined per plan will then be pro-rated and collected from participant accounts based on account balance, pro-rata across all investment options with a balance.

2) This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

3) All other terms and conditions of the Administrative Services Agreement for the County of San Bernardino Defined Contribution Plans, Contract No. 14-954 remain unchanged.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino and the Contractor have each caused this Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

▶ *Curt Hagman*  
Curt Hagman, Chairman, Board of Supervisors

AUG 10 2021

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD



By *Lynna Mopeli*  
Lynna Mopeli, Clerk of the Board of Supervisors, San Bernardino County, Deputy

Voya Retirement Insurance and Annuity Company and Voya Financial Partners, LLC

(Print or type name of corporation, company, contractor, etc.)

By ▶ *Gavin Gruenberg*  
(Authorized signature - sign in blue ink)

Name Gavin T. Gruenberg  
(Print or type name of person signing contract)

Title Sr. Vice President, Institutional Clients  
(Print or Type)

Dated: 7/29/21

Address 1030 Nevada Street, Suite 203  
Redlands, CA 92374

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ *Jolene E. Grider*  
Jolene E. Grider, Deputy County Counsel

Date 7/29/21

Reviewed for Contract Compliance

▶ *Gina King*  
Gina King, Deputy Director of Human Resources

Date 7/29/21

Reviewed/Approved by Department

▶ *Diane Rundles*  
Diane Rundles, Director of Human Resources

Date 7/29/21

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

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SAP Number

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## Human Resources Department

<b>Department Contract Representative</b>	Amy Coughlin
<b>Telephone Number</b>	(909) 387-5787

<b>Contractor</b>	Voya Retirement Insurance and Annuity Company and Voya Financial Partners, LLC
<b>Contractor Representative</b>	Gavin T. Gruenberg
<b>Telephone Number</b>	(909) 798-3250
<b>Contract Term</b>	01/09/2015 – 12/31/2021
<b>Original Contract Amount</b>	N/A
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	N/A
<b>Cost Center</b>	7200008844, 7200008845

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 5 TO THE ADMINISTRATIVE SERVICES AGREEMENT FOR THE SAN BERNARDINO COUNTY RETIREMENT MEDICAL TRUST PLAN (PLAN #'s HRA001, HRA007), CONTRACT NO. 14-954**

**WITNESSETH:**

**WHEREAS**, San Bernardino County (County) and Voya Retirement Insurance and Annuity Company (VRIAC), and Voya Financial Partners, LLC, (collectively referred to as, the "Parties") entered into an Administrative Services Agreement (ASA) effective as of January 9, 2015 for VRIAC to provide certain administrative services to the County's Retirement Medical Trust Plan; and

**WHEREAS**, the ASA may be amended at any time by the Parties' mutual written agreement; and

**WHEREAS**, the original term of the ASA commenced on January 9, 2015 and will expire on December 31, 2021; and

**WHEREAS**, County and VRIAC desire to lower Contractor's Recordkeeping Fee for the remainder of the Contract from 0.095% or 9.5 basis points to 0.036% or 3.6 basis points;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

- 1) Effective July 1, 2021, Schedule A is amended to read in its entirety as follows:

**Dollar Fees for Claims Administration:**

<u>Participant Status</u>	<u>Monthly Fee</u>
Non-Claims Active	\$0.40
Claims Active	\$2.00

**Asset-Based Fee:**

Recordkeeping Fees: Effective July 1, 2021, Contractor's recordkeeping fees for providing the services described herein is 0.036% or 3.6 basis points (Recordkeeping Fees).

Administrative Fees: Effective July 1, 2020, Contractor shall reimburse the County \$126,250 per quarter for reasonable and necessary administrative expenses. This is the total amount to be paid to the County without regard to the number of plans covered by this Agreement. The fee will be divided pro-rata across all plans quarterly based on total plan assets. The fee amount determined per plan will then be pro-rated and collected from participant accounts based on account balance, pro-rata across all investment options with a balance.

The Asset Based Fee will be assessed quarterly based on prior quarter-end assets and deducted from participant accounts pro-rata based on account balance. The fee is deducted pro-rata across all investment options with a balance in the participant's account.

**Reimbursement of Mutual Fund Revenue**

On a quarterly basis, the Contractor will calculate any revenue generated by the Plan's investment options and attributable to the Plan ("Revenue Sharing"). The Plan Sponsor hereby directs the Contractor to allocate the applicable Revenue Sharing to each participant on a quarterly basis, pro-rata based on each participant's account balance. This allocation of Revenue Sharing assumes that the Plan's investment menu does not contain any investment options that prohibit this type of arrangement. In addition, if this process is called into question, subject to scrutiny, or deemed to be in violation of applicable law or regulation, the Contractor reserves the right to discontinue this arrangement. In the event of discontinuation, the Contractor shall remit the Revenue Sharing amount back to the Plan on an omnibus basis.

- 2) This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.
- 3) All other terms and conditions of the Administrative Services Agreement for the County of San Bernardino Retirement Medical Trust Plan remain unchanged.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino and the Contractor have each caused this Amendment to be subscribed by its respective duly authorized officers, on its behalf.

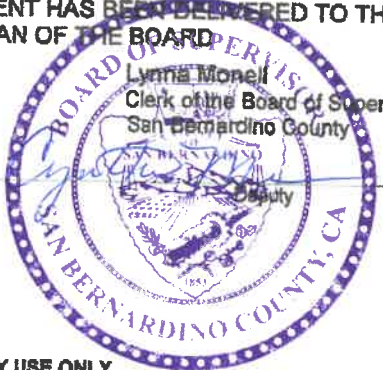
SAN BERNARDINO COUNTY

*Curt Hagman*

Curt Hagman, Chairman, Board of Supervisors

Dated: AUG 10 2021

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD



By

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

Voya Retirement Insurance and Annuity Company

(Print or type name of corporation, company, contractor, etc.)

By *Gavin Gruenberg*

(Authorized signature - sign in blue ink)

Name Gavin T. Gruenberg

(Print or type name of person signing contract)

Title Sr. Vice President, Institutional Clients

(Print or Type)

Dated: 7/29/21

Address 1030 Nevada Street, Suite 203

Redlands, CA 92374

FOR COUNTY USE ONLY

Approved as to Legal Form

*Jolena E. Grider*  
Jolena E. Grider, Deputy County Counsel

Date 7/29/21

Reviewed for Contract Compliance

*Gina King*  
Gina King, Deputy Director of Human Resources

Date 7/29/21

Reviewed/Approved by Department

*Diane Randles*  
Diane Randles, Director of Human Resources

Date 7/29/21