



**Contract Number**

14-954A4

**SAP Number**

## 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>	01/09/15 – 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>	7203002710

### IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT NO. 4 TO CONTRACT AGREEMENT NO. 14-954 BETWEEN THE COUNTY OF SAN BERNARDINO AND VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY,**

### WITNESSETH:

**WHEREAS**, the County of San Bernardino (County) and Voya Retirement Insurance and Annuity Company (VRIAC) and Voya Financial Partners, LLC (Broker-Dealer) entered into an Administrative Services Agreement (ASA) for the County of San Bernardino 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**, the Parties wish to modify the County Defined Contribution Plans ASA to revise the overall revenue requirement agreed to by the Parties; and

**WHEREAS**, the Parties wish to modify Reimbursement of Plan Expenses section of Schedule J; and

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

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 deleted in its entirety and replaced with the following:

Effective July 1, 2019, Contractor's annual recordkeeping fee for providing the services described herein is 0.095% or 9.5 basis points (Recordkeeping Fee). The Contractor will assess the recordkeeping fee as an Asset Based Fee on all plan assets including the Stable Value 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) Effective as of the date of this Amendment, the subsection entitled "Schedule J Reimbursement of Plan Expenses and Mutual Fund Revenue, Reimbursement of Plan Expenses" section is hereby modified with the following:

Reimbursement of Plan Expenses

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.

- 3) This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

- 4) All other terms and conditions of the ASA for the County Defined Contribution Plans, Contract No. 14-954 remain unchanged.

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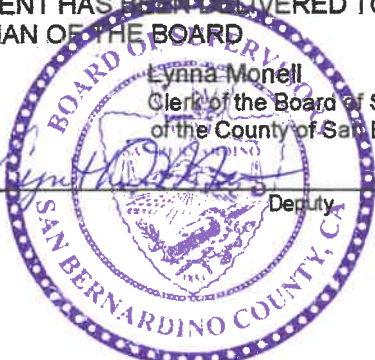
IN WITNESS WHEREOF, the parties hereto have caused the respective names to be hereunto subscribed and their respective seals to be hereunto affixed by their respective proper offices thereunto duly authorized.

COUNTY OF SAN BERNARDINO

► Curt Hagman  
Curt Hagman, Chairman, Board of Supervisors

Dated: OCT 06 2020  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

By Lynna Monell  
Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino  
Deputy



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

By ► Gavin T. 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: 09-14-2020

Address 1030 Nevada Street, Suite 203  
Redlands, CA 92374

FOR COUNTY USE ONLY

Approved as to Legal Form  
► Jolena Grider  
Jolena Grider, County Counsel  
Date 9/11/20

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
► Diane Rundles  
Diane Rundles, Director of Human Resources  
Date 9/16/20