

**AMENDMENT TWO TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MILLIMAN, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Milliman, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for Actuarial and Negotiations Project on December 01, 2020; and

WHEREAS, the parties amended the Agreement in an amendment dated November 09, 2021, to increase the contract amount by \$300,000 to a not-to-exceed value of \$500,000 and to extend the agreement term through December 31, 2022; and

WHEREAS, the parties wish to further amend the Agreement to increase the agreement amount.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Paragraph 3, Payments, of the agreement is amended to read as follows:

In consideration of the services provided by Contractor materially in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County reasonably determines that the quantity or quality of the work performed is not materially in accordance with the applicable terms, conditions, and specification set forth in Exhibit A. In no event shall County's total fiscal obligation under this Agreement exceed seven hundred fifty thousand dollars (\$750,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement. All invoices

are payable upon receipt. Contractor reserves the right to stop all work if any bill goes unpaid for sixty (60) days. In the event of such termination, Contractor shall be entitled to collect the outstanding balance, as well as charges for all services and expenses, incurred up to the date of termination.

2. Exhibit A of the agreement is amended to read as follows:

Perform actual valuations, including the 2022 actuarial report at the cost of \$85,000. Provide the County with consulting services and perform special studies as requested by the County for labor negotiations.

3. All other terms and conditions of the agreement dated December 01, 2020, as amended by the first Agreement Amendment dated November 9, 2021, between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Milliman, Inc.

Daniel Wade
Contractor Signature

July 13, 2022
Date

Daniel Wade
Contractor Name (please print)



For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board