

**Morgan Stanley Domestic Holdings, LLC
DBA Hyas Group**

FIRST AMENDMENT TO AGREEMENT FOR SERVICES # 7796

THIS FIRST AMENDMENT to that Agreement for Services #7796 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Morgan Stanley Institutional Investment Advisors LLC, now operating as Morgan Stanley Domestic Holdings, LLC, DBA Hyas Group, a limited liability corporation duly qualified to conduct business in the State of California, whose principal place of business is 9755 SW Barnes Road, Suite 660, Portland, Oregon 97225 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County Treasurer-Tax Collector's Office to provide consulting services pertaining to the County 457 deferred compensation plans pursuant to Agreement for Services #7796, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, Consultant began operating as Morgan Stanley Domestic Holdings, LLC, DBA Hyas Group effective January 1, 2023;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date for three (3) additional years, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$130,000, and to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B – FEE SCHEDULE** and **Amended Exhibit C – California Levine Act Statement**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement #7796 on the following terms and conditions:

I. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and, as amended, shall expire on June 26, 2027.

II. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant on a quarterly basis. Payment shall be made within forty-five (45) days following County receipt and approval of invoices.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First Amendment to the Agreement, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement, as amended, shall not exceed \$130,000, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Invoices shall be mailed to County at the following address:

County of El Dorado
Treasurer Tax Collector's Office
360 Fair Lane
Placerville, California 95667
Attn.: Julia Tate
Assistant Treasurer-Tax Collector

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #7796 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #7796 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Wendy Thomas
Board of Supervisors
"County"

Dated: 6/11/24

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaeffer
Deputy Clerk

Dated: 6/11/24

-- HYAS GROUP --

By: Jayson Davidson
Jayson Davidson (May 21, 2024 16:18 PDT)
Jayson Davidson
Managing Principal
Morgan Stanley Domestic Holdings, LLC
(DBA Hyas Group)

Dated: 05/21/2024

AMENDED EXHIBIT B – FEE SCHEDULE

Annual Consulting Services. In accordance with Exhibit A – Scope of Services and for the Services, Deliverables and Consultant Work Product provided for under said Scope, Consultant shall be paid an annual fee for the term of the agreement, payable in quarterly payments per the chart below; such payments shall be Consultant’s sole compensation, including travel and all other expenses for its rendering of the Services and preparation and delivery of the Consultant Work Product. Consultant shall invoice Client at the address listed in this agreement for the Services, Deliverables or Consultant Work Product and shall be paid net forty-five (45) days from date of an accurate invoice or receipt of Services, Deliverables or Consultant Work Product, whichever occurs later.

Term	Annual Fee	Quarterly Payment
June 27, 2024 – June 26, 2025	<p style="text-align: center;">\$41,200</p> <p style="text-align: center;">457 Plan: \$40,070 OBRA Plan: \$500</p>	<p style="text-align: center;">\$10,300</p> <p style="text-align: center;">457 Plan: \$10,175 OBRA Plan: \$125</p>
June 27, 2025 – June 26, 2026	<p style="text-align: center;">\$42,200</p> <p style="text-align: center;">457 Plan: \$41,900 OBRA Plan: \$500</p>	<p style="text-align: center;">\$10,600</p> <p style="text-align: center;">457 Plan: \$10,475 OBRA Plan: \$125</p>
June 27, 2026 – June 26, 2027	<p style="text-align: center;">\$43,680</p> <p style="text-align: center;">457 Plan: \$42,000 OBRA Plan: \$1,680</p>	<p style="text-align: center;">\$10,920</p> <p style="text-align: center;">457 Plan: \$10,500 OBRA Plan: \$420</p>

**Morgan Stanley Domestic Holdings, LLC
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Amended Exhibit C

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES JD _____ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES JD _____ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

05/21/2024

Date

Hyas Group

Type or write name of company

Jayson Davidson
Jayson Davidson (May 21, 2024 16:18 PDT)

Signature of authorized individual

Jayson Davidson

Type or write name of authorized individual