

**NAPA COUNTY AGREEMENT NO. 230103B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 is effective as of May 1, 2026 through April 30, 2027 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and the Fiduciary Consulting Group, a business within Morgan Stanley Institutional Investment Advisor LLC, whose business address is 9755 SW Barnes Road, Suite 660 Portland, OR 97225, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, Hyas Group, LLC (“Hyas”) and Client are parties to that certain Consulting Services Agreement dated July 1, 2022 (the “Agreement” or Napa County Agreement No 230103B). As of April 2025, Hyas Group operates as Fiduciary Consulting Group, a business within Morgan Stanley Institutional Investment Advisors LLC.

WHEREAS, the Agreement allows for CONTRACTOR to provide financial consulting advisement services to the Napa County Deferred Compensation Board of Control regarding its deferred compensation plans (hereinafter “Plans”); and

WHEREAS, COUNTY desires to have CONTRACTOR and CONTRACTOR agrees to expand its scope of work to advise COUNTY on its Request for Proposal (“RFP”) process to select a provider for Record Keeping Services for the Plans; and

WHEREAS, to compensate CONTRACTOR for the additional scope of work, COUNTY and CONTRACTOR agree that the maximum amount of the contract needs to be increased.

NOW, THEREFORE, COUNTY Amend the Agreement as follows:

TERMS

1. Exhibit “A” shall include Addendum 1 to Exhibit “A” attached hereto and incorporated by this reference herein. All references to Exhibit “A” in the Agreement shall include Addendum 1 to Exhibit “A” as of the effective date of this Agreement.
2. In Consideration of CONTRACTOR’s fulfillment of advising COUNTY on an RFP to select a Record Keeper, COUNTY shall pay Contractor an additional thirty-five thousand dollars (\$35,000) for the services described in Addendum 1 to Exhibit “A”. The maximum amount of this project Amendment is \$35,000.
3. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

Fiduciary Consulting Group, a business within Morgan Stanley Institutional Investment Advisor LLC

By: 
Jayson Davidson, Managing Director

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By: _____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Susan B. Altman, Deputy</u></p> <p>Date: <u>May 27, 2026</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOPKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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ADDENDUM NO. 1 TO EXHIBIT A

PROJECT SCOPE OF WORK AND FEE SCHEDULE

Initial planning and coordination

- > Discuss and finalize goals and objectives and establish formal timeline
- > Identify roles and responsibilities
- > Develop initial participant notification (if necessary)

Committee training, education and orientation

- > Provide training on the responsibilities and duties of the Board
- > Provide training on modern defined contribution Plan design, features and services
- > Lead Plan design review and development session with Board
- > Provide training on investments for Plan fiduciaries
- > Assist with Board policy development and implementation

Data gathering and RFP document issuance

- > Draft vendor data request and send to Empower
- > Collect data and distill important information for the compilation of the RFP
- > Create draft of RFP encompassing data and goals and objectives
- > Discuss and finalize RFP document
- > Issue RFP to vendors

Collect and analyze RFP responses

- > Collect RFP vendor responses and related materials
- > Organize information and begin RFP analysis
- > Finalize RFP analysis report and send to client
- > Meet with Board to review analysis, make recommendations and select finalists
- > Schedule interviews with finalist vendors if necessary

Provider interview sessions (if required)

- > Notify finalist vendors of interview requirements and evaluation criteria
- > Provide Board with interview format and evaluation criteria
- > Facilitate interview session by tracking time and providing direction to all parties
- > Provide recommendations and post interview analysis
- > Assist in arriving at final vendor selection decision

Final negotiations and contract preparation

- > Contact vendor to finalize any interview and/or offer specifics
- > Draft and/or review proposed contract language
- > Work with vendor and Board to finalized contract language
- > Prepare investment option evaluation and recommendation report
- > Meet with Board to finalize the investment menu

Transition planning and assistance

- > Work with vendor and Board to establish timeline and outline responsibilities
- > Coordinate communications between the Board, vendor and other service providers
- > Facilitate regular transition discussions
- > Review all participant communication materials
- > Evaluate investment mapping and investment related materials
- > Monitor timeline and task completion

FEE SCHEDULE:

The maximum amount of compensation is \$35,000 and is inclusive of all expenses related to the Project Scope of Work outlined above. No claims for additional compensation, whether for additional work or otherwise, under the Project Scope of Work shall be allowed unless such additional compensation and work, if applicable, is authorized by the County in writing.

The County shall make a total of one (1) payment upon completion of the project, and such payments shall be Contractor's sole compensation for its rendering of the services and preparation and delivery of the Contractor's work product. Contractor shall invoice County at the address listed in the Agreement and shall be paid net thirty (30) days after the project is completed.