

AMENDMENT TO AGREEMENT FOR ADMINISTRATIVE SERVICES

WHEREAS, Principal Life Insurance Company ("Principal") and The City of Carson ("Employer" or "Plan Administrator") have entered into an Agreement for Administrative Services effective November 1, 2017, ("Agreement") wherein Principal has agreed to perform certain administrative functions with respect to the non-discretionary claim processing portion of the dental plan ("Plan") sponsored by Plan Administrator in exchange for specified fees; and

WHEREAS, Plan Administrator has retained the services of Bender Benefits & Insurance Services to assist and advise it with respect to various aspects of Plan Administrator's duties with respect to the Plan; and

WHEREAS, Plan Administrator wishes to have Principal act as its payment agent for the purpose of compensating Bender Benefits & Insurance Services for its advice and assistance to the Plan; and

WHEREAS, Principal is willing and able to undertake this function on behalf of Plan Administrator;

NOW, THEREFORE, the parties amend the Agreement by adding the following as an additional duty of Principal:

Principal will bill the Plan Administrator for Bender Benefits & Insurance Services as a separate line item on Principal's monthly invoice for claims administration services in accordance with the following formula: \$1.50 Per Employee Per Month. Within 60 days after receipt of payment for such services from Plan Administrator, Principal shall forward payments due to Bender Benefits & Insurance Services out of the funds received, at no additional charge to Plan Administrator. If Principal fails to forward such payments, then Principal shall indemnify, defend, and hold harmless the Plan Administrator for all such unpaid amounts, including without limitation any interest accrued, that are owed to Bender Benefits & Insurance Services. Plan Administrator agrees that payments made to Principal pursuant to its invoice shall be first applied to amounts due and owing to Principal. Plan Administrator has determined that the services of Bender Benefits & Insurance Services are necessary for the operation of the Plan and hereby agrees to the compensation amount set forth herein. Plan Administrator may replace Bender Benefits & Insurance Services with a different payee or may apply a different compensation formula at Plan Administrator's sole discretion and shall provide Principal with written notice of any such event. In addition, either party may terminate this provision at any time by mutual written agreement. Nothing herein shall be deemed:

- (A) to make Principal liable to Bender Benefits & Insurance Services out of its own assets or accounts; or
- (B) to relieve either Bender Benefits & Insurance Services or Plan Administrator from any disclosure, reporting, withholding or other obligation imposed by law or contract, including but not limited to the provision of IRS Form 1099.

Except as expressly provided herein, all other terms and conditions of the Agreement shall remain in full force and effect. Termination of the Agreement also terminates the Parties rights and obligations under this Amendment.

EXHIBIT 2

This Amendment is effective: November 1, 2017.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have signed this Amendment on the dates indicated below.

CITY:

CITY OF CARSON, a California municipal corporation

Albert Robles, Mayor

Date: _____

ATTEST:

Donesia L. Gause, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[MGM]

CONSULTANT:

PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> PARTNER(S)</div><div style="text-align: center;">TITLE(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div></div>	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____ NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ DATE OF DOCUMENT
	_____ SIGNER(S) OTHER THAN NAMED ABOVE

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<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES _____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	DATE OF DOCUMENT _____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		SIGNER(S) OTHER THAN NAMED ABOVE _____