

## **AMENDMENT NO. 3 TO Gabriel Roeder Smith & Company**

**THIS AMENDMENT** is made and entered into effective as of the 31st day of December, 2016 (“Effective Date”), by and between the **CITY OF TACOMA**, a Washington state municipal corporation (hereinafter called the “CITY”) and **GABRIEL ROEDER SMITH & COMPANY**, a Michigan Corporation doing business in Washington state (hereinafter called the “CONTRACTOR”).

**WHEREAS** effective August 1, 2013 the CITY and the CONTRACTOR entered into a Contract to conduct a pension benefit design study (herein “Contract”) in the amount of \$150,000 and with a termination date of December 31, 2013, and

**WHEREAS** effective December 31, 2013 the CITY and the CONTRACTOR entered into Amendment No.1 for the purpose of extending the termination date of the contract to December 31, 2014, and

**WHEREAS** effective December 31, 2014 the CITY and the CONTRACTOR entered into Amendment No. 2 to the Contract for the purpose of supplementing the original scope of work to include additional consulting, research, education, modeling and other services related to the conducting of the pension benefit design study for CITY as such services are shown on Exhibit A-1, and to update the fee schedule with current hourly rates as such rates are shown on Exhibit C-1 and to correspondingly increase the compensation under the Contract by \$25,000 for a new not to exceed amount of \$175,000, and

**WHEREAS** in recognition of CITY’s ongoing and continuing need for the services under the Contract the CITY and the CONTRACTOR desire to enter into Amendment No. 3 to the Contract for the purposes of extending the time for performance and the termination date to December 31, 2019 and to correspondingly increase the increase the compensation allowed under this contract by \$100,000 for a new not to exceed amount of \$275,000 and to update the fee schedule with the current rates as such rates are shown on Exhibit C-2, attached hereto and incorporated herein by reference; and

**NOW, THEREFORE**, in consideration of the mutual promises and obligations hereinafter set forth, the parties agree as follows:

1. The termination date in Section 2A of the Contract is hereby extended from December 31, 2016, to December 31, 2019.
2. The sum authorized for services under Section 3B of the Contract is hereby increased by \$100,000 from \$175,000 to a new not to exceed amount of \$275,000.
3. The Fee Schedule, authorized under Section 3A Exhibit “C” of the Contract is hereby amended to include the assumptions, charges, rates and fees contained at Exhibit “C-2” attached hereto and incorporated herein.
4. Should this Amendment No. 3 be signed after Effective Date stated above all terms and conditions herein shall operate retroactively to Effective Date.

5. All other terms of the Contract, together with all exhibits, are hereby ratified and shall remain in full force and effect, unaltered by this Amendment.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 3 as of the Effective Date first written above.

**CITY OF TACOMA**

**GABRIEL ROEDER SMITH & COMPANY**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Authorized Representative of Contractor

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Tax ID.: \_\_\_\_\_

\_\_\_\_\_  
Andrew Cherullo  
Finance Director

Approved as to Form:

\_\_\_\_\_  
Deputy City Attorney

**EXHIBIT "C2"**

**FEE SCHEDULE**

The fee for attendance at meetings will be \$3,500 per meeting, per consultant. This flat fee includes all expenses.

The not-to-exceed fee for the consulting activities specifically consisting of the January 1, 2016 replication in order to get a new baseline will be \$10,000. In order to complete the replication, Contractor will need the valuation ready census data from Milliman, and the assumption tables in Excel. Before an updated replication is commenced, Contractor will discuss with the City what data and assumptions to use for the basis of the replication.

To the extent that materials and exhibits are already available from previous work performed by GRS, there will be no additional charge for the preparation of meeting materials. For any new or updated materials and exhibits, GRS staff will charge for its time on an hourly basis and will be based upon our current hourly rates as follows:

<b>Position</b>	<b>Hourly Rate</b>
Senior Consultants	\$450
Consultants	\$395
Senior Analysts	\$300
Actuarial Analysts	\$250
Clerical & Support Staff	\$175