

STATE OF TEXAS

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§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

THIRD AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ACTUARIAL SERVICES

THIS THIRD AMENDMENT is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas and Milliman, Inc, hereinafter referred to as "Consultant," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County and Consultant previously entered an Agreement for Professional Actuarial Services dated November 2, 2007; with amendments on September 14, 2010 and November 8, 2011 (hereinafter referred to as the "Agreement") for professional actuarial consulting services for County, hereinafter called the "Project." County and Consultant now desire to further amend said Agreement as set forth below.

AGREEMENT

For and in consideration of the premises and the mutual promises, obligations, and benefits contained herein, the County and Consultant hereby agree as follows:

- A. An additional amount not-to-exceed \$19,500.00 shall be available for additional services as described in Exhibit A. The amount paid to Consultant for services provided under the Agreement, this amendment and any prior amendment shall not exceed \$56,000.00.
- B. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.
- C. Notice to County shall be sent as follows:

Fort Bend County	w/copy to
301 Jackson Street, Suite 719	Fort Bend County Auditor
Richmond, Texas 77469	301 Jackson, Suite 533
Attention: County Judge	Richmond, TX 77469
- D. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- E. If there is a conflict between this Third Amendment and the Agreement or any prior amendment, the provisions of this Third Amendment shall prevail.

- F. Attached hereto to this Amendment is Exhibit A, proposal from Consultant dated September 18, 2012, Exhibit B, Agreement for Professional Actuarial Services dated November 2, 2007; Exhibit C First Amendment to Agreement for Professional Actuarial Services dated September 14, 2010; Exhibit D Second Amendment to Agreement for Professional Actuarial Services dated November 8, 2012; all exhibits incorporated by reference as if set forth herein verbatim for all purposes.

EXECUTION

This Third Amendment shall not become effective until executed by County.


FORT BEND COUNTY

Robert E. Hebert, County Judge

ATTEST:

Dianne Wilson, County Clerk

MILLIMAN, INC.



Authorized Agent- Signature

JOEL M WEHNER

Authorized Agent- Printed Name

PRINCIPAL

Title

9/26/12

Date

I:MTR:agreements/addenda/milliman 09262012

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of _____
to accomplish and pay the obligation of the Fort Bend County under this Agreement.

Ed Sturdivant, Fort Bend County Auditor

Attachments:

- Exhibit A: September 18, 2012 proposal from Consultant
- Exhibit B: Agreement dated November 2, 2007
- Exhibit C: First Amendment to Agreement for Professional Actuarial Services dated September 14, 2010
- Exhibit D: Second Amendment to Agreement for Professional Actuarial Services dated November 8, 2012

Exhibit A:
September 18, 2012 proposal from Consultant



333 Clay Street
Suite 4330
Houston, TX 77002-7338
USA

Tel +1 713 658 8451
Fax +1 713 658 9656

milliman.com

September 18, 2012

Ed Sturdivant
Fort Bend County Auditor
301 Jackson, Suite 533
Richmond, TX 77469

**Re: *Retiree Medical Expense and Liability Calculations under GASB No. 45
Fort Bend County***

Dear Mr. Sturdivant:

Based on my recent correspondence with your office, I have enclosed a Fee Schedule for performing the GASB 45 valuation for the fiscal year ending September 30, 2012. In addition, this valuation report will provide you with the disclosure items needed to separately account for the Drainage District's OPEB obligations.

GASB 45 requires plan sponsors such as you to disclose an Annual Required Contribution (ARC) on their annual financial statements. The ARC may be based on the results of the prior year's valuation if no "significant changes" have occurred regarding your plan design or census data since the prior valuation. As we have discussed, your external auditor is the final arbiter of any material changes as they relate to your financial statement reporting.

A Fee Schedule is attached for your review and signature. We are pleased to offer no increase on the fee we agreed to for the 2010 valuation. Please review, sign, and return the Fee Schedule to my attention. All work will be performed in accordance with the signed service agreement dated November 2, 2007.

Please feel free to call me if you have any questions. I can be contacted at (713) 658-3013. Please let me know if you have any questions or concerns.

Sincerely,

Jake Pringle, MA, A
Consulting Actuary

Enclosures

Offices in Principal Cities Worldwide

Fee Schedule

Fees for Services	
<ul style="list-style-type: none"><i>GASB 45 Valuation</i> – Development and presentation of GASB 45 valuation of current post employment benefit programs including separate entries for the Drainage District for fiscal year ending 09/30/2012	\$19,500

The fees quoted above anticipate 1 meeting via phone with Fort Bend County to discuss results. Travel expenses, if applicable, would be billed separately.

FORT BEND COUNTY	
I have read and agree to the terms and conditions of this Agreement.	
Accepted by: _____	
Title: _____	Date: _____

Offices in Principal Cities Worldwide

Exhibit B:
Agreement dated November 2, 2007

- 3.03 Consultant's fees shall be calculated at the following hourly rates:
- A. Engagement Manager: \$350-450
 - B. Actuary: \$280-380
 - C. Actuarial Analyst: \$180-240

SECTION IV TERMINATION

- 4.01 County may terminate this Agreement at any time by providing ten (10) days written notice to the Consultant.
- 4.02 Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 4.03 Within thirty (30) calendar days after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 4.04 The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 4.05 In the event of a breach of this Agreement by the Consultant, County shall provide written notice of such breach and Consultant shall have ten (10) calendar days from the receipt of such notice to cure the breach. In the event Consultant fails to cure the breach within ten (10) calendar days, County may terminate this Agreement.
- 4.06 Copies of all completed documents, electronic data files, report and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION V PROFESSIONAL LIABILITY INSURANCE

Consultant shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect a policy of general liability insurance of not less than \$1,000,000.00 per occurrence, which shall be approved by the Fort Bend County Risk Management Department prior to purchase. The policy shall contain a clause that the insurer will not cancel or materially change the insurance without first giving County thirty (30) days prior written notice. The insurance shall be in a company reasonably acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department as soon as available.

SECTION VI NOTICE

- 6.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt

requested, in a United States Post Office, addressed to the County or the Consultant at the addresses set forth below.

- 6.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 6.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to the Consultant:

Milliman, Inc.
10000 N. Central Expressway, Suite 1500
Dallas, Texas 75231
Attn: Kyle Hughes

B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department
Gilbert D. Jalomo, Jr., CPPB
4520 Reading Road, Suite A
Rosenberg TX 77471

Ed Sturdivant
Fort Bend County Auditor
301 Jackson, Suite 533
Richmond, TX 77469

- 6.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION VII LIMIT OF APPROPRIATION

- 7.01 Prior to the execution of this Agreement, Consultant has been advised by County, and Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$16,000.00, including all reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 7.02 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Consultant may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Consultant hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$16,000.00.

SECTION VIII
SUCCESSORS AND ASSIGNS

- 8.01 County and Consultant bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- 8.02 Neither County nor Consultant shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 8.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION IX
PUBLIC CONTACT

- 9.01 Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- 9.02 Under no circumstances, whatsoever, shall Consultant release any material or information developed in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION X
COMPLIANCE AND STANDARDS

Consultant shall render the services hereunder in accordance with generally accepted commercial industry standards of Consultants practicing in Fort Bend County, Texas applicable thereto and shall use that customary degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Consultant's performance.

SECTION XI
OWNERSHIP OF DOCUMENTS

- 11.01 Subject to Section XII (TOOL DEVELOPMENT) and Section XIII (LIMITATION ON DISTRIBUTION) County shall be the absolute and unqualified owner of all reports, electronic files, records and other documents prepared pursuant to this Agreement by the Consultant and its Consultants (deliverables).
- 11.02 No reuse fees or royalty payments will be paid to the Consultant in connection with future reuse or adaptation of designs derived under this contract.
- 11.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.
- 11.04 Subject to Section XII (TOOL DEVELOPMENT) Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of County.

- 11.05 The documents referenced in this Section are not intended or presented by the Consultant to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.
- 11.06 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

SECTION XII TOOL DEVELOPMENT

Consultant shall retain all rights, title and interest (including, without limitation, all copyrights, patents, service marks trademarks, trade secret and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates that have been previously developed by Consultant or developed during the course of the provision of the services ("Consultant's Tools") provided such Consultant Tools do not contain and/or are not based upon or derived from confidential or proprietary information of County. Rights and ownership by Consultant of Consultant's Tools shall not extend to or include any or all part of County's confidential or proprietary information. To the extent Consultant may include in the materials any pre-existing Consultant proprietary information or other protected Consultant materials, Consultant agrees that County shall be deemed to have a fully prepaid perpetual license to make copies of Consultant owned materials as part of this Agreement for its internal business purposes, provided that such materials cannot be modified or distributed outside County without the written permission of Consultant or expect as otherwise permitted herein. This provision shall survive termination of this Agreement.

XIII LIMITATION ON DISTRIBUTION

Consultant's work is prepared solely for the use and benefit of County in accordance with its statutory and regulatory requirements. Consultant recognizes that materials it delivers to County may be public records subject to disclosure to third parties; however, Consultant does not intend to benefit and assumes no duty or liability to any third parties who receive Consultant's work and may include disclaimer language on its work so stating. County agrees not to remove any disclaimer language from Consultant's work. To the extent that Consultant's work is not subject to disclosure under applicable public records laws, County agrees that it shall not disclose Consultant's work to third parties without Consultant's prior written consent; provided, however, that County may distribute Consultant's work in its entirety to (i) its professional service providers who are subject to a duty confidentiality and who agree to not use Consultant's work for any purpose other than to provide services to County, or (ii) any applicable regulatory or governmental agency, as required.

XIV
INDEMNIFICATION

- 14.01 CONSULTANT SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM THIRD PARTY CLAIMS BASED UPON THE INTENTIONAL FRAUD OR WILLFUL MISCONDUCT OF THE CONSULTANT, ITS AGENTS, CONSULTANTS OR EMPLOYEES, UNDER THIS AGREEMENT.
- 14.02 CONSULTANT SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH ACTIVITIES BY THE CONSULTANT, ITS AGENTS, CONSULTANTS OR EMPLOYEES.

SECTION XV
LIMITATION OF LIABILITY

THE PARTIES AGREE THAT THE CONSULTANT, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, SHALL NOT BE LIABLE TO THE COUNTY, UNDER ANY THEORY OF LAW INCLUDING NEGLIGENCE, TORT, BREACH OF CONTRACT, OR OTHERWISE, FOR ANY DAMAGES IN EXCESS OF FOUR (4) TIMES THE PROFESSIONAL FEES PAID TO THE CONSULTANT WITH RESPECT TO THE WORK IN QUESTION. IN NO EVENT SHALL THE CONSULTANT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE FOREGOING LIMITATIONS SHALL NOT APPLY IN THE EVENT OF THE INTENTIONAL FRAUD OR WILLFUL MISCONDUCT OF THE CONSULTANT.

XVI
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XVII
MISCELLANEOUS

- 17.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 17.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 17.03 Consultant agrees and understands that: by law, the Fort Bend County Attorney's Office

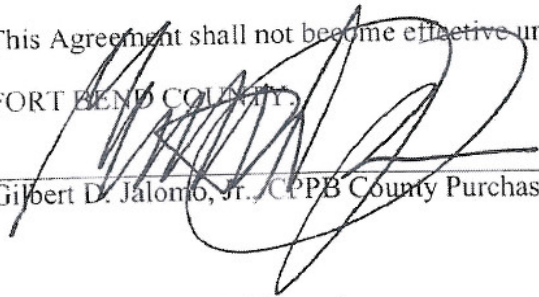
may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Consultant and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

- 17.04 This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Texas. Venue for any action regarding this agreement shall lie in the United States District Court, Southern District of Texas, Houston Division. The parties agree to waive their right to a jury trial.
- 14.05 If there is a conflict between this Agreement and Exhibit "A" the provisions of this Agreement shall prevail.

SECTION XVIII
EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

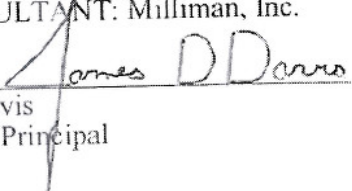
FORT BEND COUNTY



Gilbert D. Jalomo, Jr., CPPB County Purchasing Agent

11.2.07
Date

CONSULTANT: Milliman, Inc.



Jim Davis
Equity Principal

10/31/07
Date

MER:Milliman (3803, 101207)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$16,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.



Ed Sturdivant, Fort Bend County Auditor

Exhibit A: August 2, 2007 response to Statement of Qualifications from Consultant.

Exhibit A



Milliman

10000 N. Central Expressway
Suite 1500
Dallas, TX 75231-5030
Tel +1 214 863.5500
Fax +1 214 863.5501
www.milliman.com

August 1, 2007

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

Re: Actuarial Calculation Analysis of OPEB for Fort Bend County

To Whom It May Concern:

Enclosed you will find our response for the Statement of Qualifications to provide actuarial calculation analysis of OPEB for Fort Bend County. Thank you for giving us the opportunity to be included in this process. I feel that Milliman is uniquely positioned to assist Fort Bend County in navigating the new GASB standards and managing the risk related to your post-employment benefit arrangements.

The characteristics that distinguish Milliman with regard to providing GASB 43/45 consulting services include:

- Public Sector Experience
- Health and Welfare Expertise
- Independence
- State-of-the-Art Valuation System
- Client Commitment

Included in our response is our standard service agreement. We have also made some minor modifications to the one posted on the County's web site. Please let us know if you have any questions related to these agreements.

We are excited about the opportunity to develop a relationship with Fort Bend County. I am confident that we can provide significant value to you during this process. Please feel free to call me at (214) 863-5069 with any questions or comments.

Sincerely,

Kyle Hughes
Regional Manager

ENCLOSURES

Vendor Information

MILLIMAN, INC.

Legal Name of Contracting Company

91-0675641

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

(214) 863-5500

Telephone Number

(214) 863-5508

Facsimile Number

10000 N. Central Expressway, Suite 1500 Dallas, TX 75231

Complete Mailing Address (for Correspondence)

Dallas, TX 75231

City, State and Zip Code

Complete Remittance Address (if different from above)

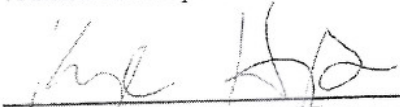
City, State and Zip Code

Kyle Hughes, Regional Manager, Sales and Marketing

Authorized Representative and Title (printed)

kyle.hughes@milliman.com

Authorized Representative's Email Address



Signature of Authorized Representative

Milliman thanks Fort Bend County (the "County") for the opportunity to provide this proposal for GASB 43/45 actuarial consulting services.

Founded in 1947, Milliman is a professional services firm that provides a full range of actuarial consulting services including comprehensive employee benefit and health care consulting services. Our corporate structure promotes a culture throughout the firm which encourages us to be innovative, creative, service-oriented and client-focused. On the basis of these strengths, Milliman has become one of the largest independent providers of public and private sector employee benefit plan services in the United States.

Milliman has 32 offices across the United States, and is a member of Milliman Global, an international network of actuaries and consultants. Milliman is owned and managed by approximately 260 Principals who have been elected in recognition of their technical, professional and business achievements. Milliman employs more than 1,800 professionals, including over 500 qualified actuaries and consultants. The company is divided into four practice areas:

- Pension, Employee Benefits and Compensation Consulting Services
- Health Consulting Services
- Property/Casualty Consulting Services
- Life and Financial Consulting Services

For additional information, please refer to Exhibit A for a 2007 Milliman Fact Sheet.

All actuarial services for the County will be coordinated by Milliman's Houston office, which is part of Milliman's Southern EB Regional Practice. Milliman has offices in the following cities within the region:

- Dallas, TX
- Houston, TX
- Atlanta, GA
- Tampa, FL
- Greensboro, NC
- Denver, CO

We have included an Organizational Chart of the Southern EB Regional Practice as Exhibit B.

Exhibit C:
First Amendment to Agreement for
Professional Actuarial Services dated September 14, 2010

STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

FIRST AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ACTUARIAL SERVICES

THIS FIRST AMENDMENT is made and entered into by and between the Fort Bend County, a body corporate and politic, under the laws of the State of Texas, acting herein by and through its Purchasing Agent, according to V.T.C.A. Local Government Code 262.011(d), hereinafter referred to as "County," and Milliman, Inc, hereinafter referred to as "Consultant," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County and Consultant previously entered an Agreement for Professional Actuarial Services dated November 2, 2007 (hereinafter referred to as the "Agreement") for professional actuarial consulting services for County, hereinafter called the "Project." County and Consultant now desire to further amend said Agreement as set forth below.

AGREEMENT

For and in consideration of the premises and the mutual promises, obligations, and benefits contained herein, the County and Consultant hereby agree as follows:

- A. An additional amount not-to-exceed \$1,500.00 shall be available for additional services as described in Exhibit A. The amount paid to Consultant for services provided under the Agreement and this First Amendment shall not exceed \$17,500.00.
- B. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall prevail.
- E. Attached hereto to this Amendment is Exhibit A, proposal from Consultant dated January 8, 2010 and Exhibit B, Agreement for Professional Actuarial Services dated November 2, 2007, both exhibits incorporated by reference as if set forth herein verbatim for all purposes.

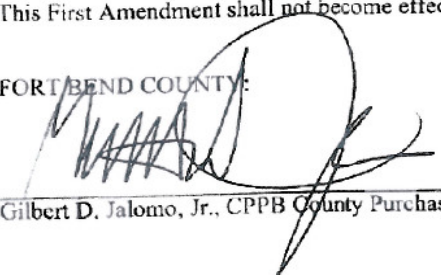
First Amendment to Agreement for Professional Actuarial Services
Milliman, Inc.

Third Amendment to Agreement for
Professional Actuarial Services
Milliman, Inc.
Page 15 of 19

EXECUTION

This First Amendment shall not become effective until executed by County.

FORT BEND COUNTY:



Gilbert D. Jalomo, Jr., CPPB County Purchasing Agent

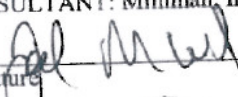
9.14.10
Date

CONSULTANT: Milliman, Inc.

Signature

Printed Name:

Title:



JOEL M WEHNER
PRINCIPAL

9/13/10
Date

I:MER:Milliman.PSA.3803.AMEND

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of the Fort Bend County under this Agreement.

Ed Sturdivant, Fort Bend County Auditor

Attachments:

Exhibit A: January 8, 2010 Proposal from Consultant
Exhibit B: Agreement dated November 2, 2007

Exhibit D:
Second Amendment to Agreement for
Professional Actuarial Services dated November 8, 2012

STATE OF TEXAS

COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

SECOND AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ACTUARIAL SERVICES

THIS SECOND AMENDMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through its Purchasing Agent, according to V.T.C.A. Local Government Code 262.011(d), hereinafter referred to as "County," and Milliman, Inc, hereinafter referred to as "Consultant," a company authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County and Consultant previously entered an Agreement for Professional Actuarial Services dated November 2, 2007 and as amended on September 14, 2010 (hereinafter referred to as the "Agreement") for professional actuarial consulting services for County, hereinafter called the "Project." County and Consultant now desire to further amend said Agreement as set forth below.

AGREEMENT

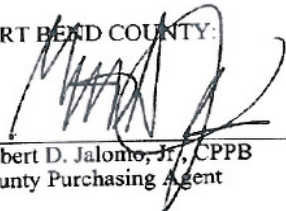
For and in consideration of the premises and the mutual promises, obligations, and benefits contained herein, the County and Consultant hereby agree as follows:

- A. An additional amount not-to-exceed \$1,500.00 shall be available for additional services as described in Exhibit A. The amount paid to Consultant for services provided under the Agreement and this Amendment shall not exceed \$19,000.00.
- B. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.
- E. Attached hereto to this Amendment is Exhibit A, proposal from Consultant dated October 5, 2011 and Exhibit B, First Amendment to Agreement for Professional Actuarial Services dated September 14, 2010, both exhibits incorporated by reference as if set forth herein verbatim for all purposes.

EXECUTION

This Amendment shall not become effective until executed by County.

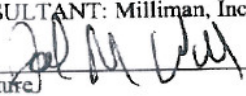
FORT BEND COUNTY:



Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

11.8.11
Date

CONSULTANT: Milliman, Inc.



Signature

10/27/11
Date

Printed Name: JOE WEHNER

Title: PRINCIPAL

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 19,000 to accomplish and pay the obligation of the Fort Bend County under this Agreement.



Ed Sturdevant, Fort Bend County Auditor

Attachments:

- Exhibit A: October 5, 2011 Proposal from Consultant
- Exhibit B: Agreement dated September 10, 2010



Verification of Insurance

We, the undersigned Insurance Brokers, hereby verify that Indian Harbor Insurance Company and Various Insurance Companies have issued the following described insurance, each for their own part and not one for the other, and which is in force as of the period stated below:

Issued to: To Whom it May Concern

Type of Insurance: Professional Indemnity Insurance

Name of Insured: MILLIMAN, INC., and others, as more fully described in the Primary Policy.

Policy No. MPP 0032180 02

Insurer: Indian Harbor Insurance Company

Period: 12:01 a.m. July 01, 2012 to 12:01 a.m. July 01, 2013

Limit: Not less than US\$1,000,000 per claim and in the aggregate (Limits shown are as requested)

Cancellation Notice: Not applicable. The Policy is non-cancellable, as more fully described in the Policy Wording.

Subject to the terms, conditions, exclusions and limitations of the Policies

This document is furnished as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional Insured, nor does it modify in any manner the contract of insurance between the Insured and the Insurer. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto.

Aon Risk Services Northeast, Inc.

Date: October 11, 2012

Per:

Richard Sautner
Senior Vice President