

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SEVENTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ACTUARIAL SERVICES
SOQ 07-086

THIS SEVENTH AMENDMENT (“7th Amendment”) is made and entered into by and between the Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas and Milliman, Inc, (“Milliman”), a company authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County and Milliman originally entered an Agreement for Professional Actuarial Services on or about November 2, 2007; with amendments on or about September 14, 2010, November 8, 2011, October 23, 2012, May 6, 2014, May 24, 2016 and August 14, 2018 (“Prior Agreements”) incorporated and attached as “Exhibit 1” for professional actuarial consulting services for County (“Project”); and

WHEREAS, County and Milliman now desire to further amend said Agreement so that Milliman may perform GASB 45/75 Analysis (“Services”) as provided in the Statement of Work (attached hereto as Exhibit “2” and incorporated by reference).

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, obligations, and benefits contained herein, the County and Milliman hereby agree as follows:

1. Services.

1.1. Milliman shall perform the actuarial services (“Services”) described in the Statement of Work (Exhibit “2”), and subject to the terms provided by the Statement of Work.

2. Payment.

3. An amount not-to-exceed \$3,580.00 shall be available for the Services. The amount paid to Milliman for the Services shall not exceed \$3,580.00.

3.1. Payment shall be made by County within thirty (30) days of receipt of invoice.

3.2. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under this Agreement, County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to County.

3.3. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

4. Notice.

4.1. Notice to County shall be sent as follows:

Fort Bend County
ATTN: County Judge
401 Jackson St.
Richmond, TX 77469

w/copy to
Fort Bend County Auditor
301 Jackson, Suite 533
Richmond, TX 77469

5. Governing Law.

5.1. By signature below, Milliman represents pursuant to Section 2252.152 of the Texas Government Code, that Milliman is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. As required by Chapter 2270, Government Code,

Milliman hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

6. Miscellaneous.

- 6.1. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- 6.2. If there is a conflict between documents, the most recently executed document shall prevail. With regard to the 7th Amendment, conflicts shall be resolved with priority given first to the contents of this 7th Amendment.
- 6.3. The parties to the Agreement agree that the electronic and/or digital signatures of the parties included in the Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

IN WITNESS WHEREOF, this 7th Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this 7th Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

MILLIMAN, INC.

KP George,
County Judge

Name: Jake Pringle
Title: Consulting Actuary
2/11/2019

Date

Date

ATTEST:

Laura Richard,
County Clerk

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