

STATE OF TEXAS

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COUNTY OF FORT BEND

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

THIS NINTH AMENDMENT ("9th Amendment") is made and entered into by and between 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, August 14, 2018, February 26, 2019, and September 3, 2019 ("Prior Agreements") incorporated by reference and attached as "Exhibit A" 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 the GASB 75 Valuation (the "Services") as provided in the Statement of Work, attached hereto as Exhibit "B," 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, and subject to the terms provided by the Statement of Work.

2. Payment.

2.1. Milliman's fees shall be calculated at the rates set forth in Exhibit B. The Maximum Compensation for the performance of Services described in Exhibit B is Twenty-Four Thousand, Seven Hundred Dollars and Zero Cents (\$24,700.00). In no case shall the amount paid by County under this Agreement or the rates for Services as described in Exhibit B exceed the Maximum Compensation without an approved change order.

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

2.3. 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.

2.4. 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.

3. Notice.

3.1. Notice to County shall be sent as follows:

Fort Bend County	w/copy	Fort Bend County Auditor
ATTN: County Judge	to:	301 Jackson, Suite 701
401 Jackson St., Richmond, TX 77469		Richmond, TX 77469

4. Governing Law.

4.1. 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 2252.153.

5. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, MILLIMAN ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS
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 9th Amendment, conflicts shall be resolved with priority given first to the contents of this 9th 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 9th 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 9th 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

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

MILLIMAN, INC.

Name:

Title:

Date

Joel Wehner
JOEL WEHNER
PRINCIPAL
7/14/2020

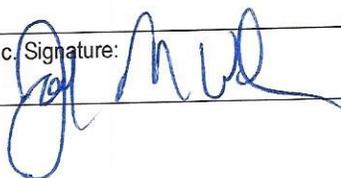
AUDITOR'S CERTIFICATE

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.

Robert Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Prior Agreements between County and Milliman

Exhibit B: Statement of Work

GASB 75 Valuation		Effective Date: July 28, 2020	
Prepared for: Fort Bend County ("County")			
Prepared by: Jake Pringle			
Project Timing			
Project Start Date:	July 28, 2020	Project End Date:	February 28, 2021
Project Description:			
Deliverable	Description	Estimated Fees	County Initials
GASB 75 Actuarial Valuation Report as of October 1, 2019	Financial statement entries including Total OPEB Liability, Fiduciary Net Position, Net OPEB Liability, OPEB Expense, and Schedule of Funding Progress	\$24,700	
Drainage District OPEB Financial Statement Entries	Financial statement entries including Total OPEB Liability, Fiduciary Net Position, Net OPEB Liability, OPEB Expense, and Schedule of Funding Progress	included in actuarial fees	
Estimated Fee Summary			
Consulting Fees		\$24,700	
Key Notes / Assumptions			
1.	The services proposed under this Statement of Work are offered under, and it is the parties' intent they will be governed by, the Agreement for Professional Actuarial Services between Milliman, Inc. and Fort Bend County, effective as of November 2, 2007.		
2.	Travel, postage and other out-of-pocket expenses are not included in the above estimated fees. Any such expenses will be charged at cost as a direct expense.		
3.	Except as otherwise provided, Milliman's fees shall be based on our time-and-expense charges using our normal hourly billing rates. These fees assume a maximum of 7,000 participants, and that participant data and financial information will be provided to Milliman in a mutually agreeable form and format. Fees for out-of-scope items and for additional processing caused by errors in information provided to Milliman, if any, shall be billed based on our time-and-expense charges using our normal hourly billing rates, subject to your advance approval. Our normal hourly billing rates range from \$120 per hour to \$450 per hour.		
4.	Any statement in the Agreement that, or to the effect that, an amount will be paid by the County will not preclude such amounts being a plan expense under the plan's trust agreements and other documents and will not have any effect on the County's rights to direct the plan's trustee to pay such amount from plan assets.		
Fort Bend County Signature:		Date Approved:	
Milliman, Inc. Signature: 		Date Approved: 8/13/2020	