

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND       §

**THIRTEENTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ACTUARIAL SERVICES  
 SOQ 07-086**

This THIRTEENTH AMENDMENT ("13th 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, September 3, 2019, August 25, 2020, March 22, 2022, August 2, 2022, and September 26, 2023, hereinafter collectively referred to as the "Agreement" incorporated fully by reference as if set forth herein verbatim 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 Actuarial Valuation (the "Services") as provided in the Statement of Work, attached hereto as Exhibit "A" and incorporated fully by reference; and

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 attached Statement of Work, and subject to the terms provided by the Statement of Work. The Statement of Work is attached as Exhibit "A."

**2. Payment.**

- 2.1. Milliman's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services described in the attached Exhibit A is Twenty-Seven Thousand, Two Hundred Dollars and 0/100 (\$27,200.00). In no case shall the amount paid by County under this Agreement or the rates for Services as described in the attached Exhibit 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.**

The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Milliman hereby verifies that Milliman and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Milliman does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
- c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Milliman does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Milliman does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

**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 13th Amendment, conflicts shall be resolved with priority given first to the contents of this 13th 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 13th 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 13th 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

KP George, County Judge

December 18, 2024

Date Approved by Commissioners Court on 12/17/2024

MILLIMAN, INC.

Joel Wehner

Name:

Title:

JOEL WEHNER  
PRINCIPAL

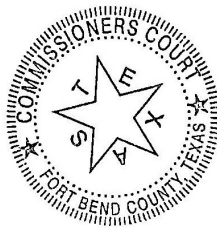
Date

11/7/2024

ATTEST:

Laura Richard

Laura Richard, County Clerk



#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of 27,200.00 to accomplish and pay the obligation of the Fort Bend County under this Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Statement of Work

# **Exhibit A**

## **Statement of Work**





1415 Louisiana Street  
Suite 500  
Houston, TX 77002  
USA

Tel +1 713 658 8451

milliman.com

September 10, 2024

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

**Re: Retiree Medical Expense and Liability Calculations under GASB No. 75  
Fort Bend County**

Dear Mr. Sturdivant:

Based on my recent correspondence with your office, I have enclosed a Statement of Work for performing the GASB 75 valuation for the fiscal year ending September 30, 2024. In addition, this valuation report will provide you with the disclosure items needed to separately account for the Drainage District's OPEB obligations.

GASB 75 requires plan sponsors such as you to disclose a Net OPEB Liability on their annual financial statements. The liability 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.

Since you used the October 1, 2021 valuation as the basis for the September 30, 2022, and September 30, 2023 disclosures, you are required to perform an actuarial valuation as of October 1, 2023 for your financial statement reporting at September 30, 2024.

A Statement of Work is attached for your review and signature. Please review, sign, and return the Statement of Work to my attention. All work will be performed in accordance with the signed service agreement dated November 2, 2007.

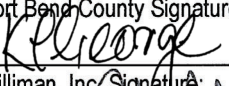
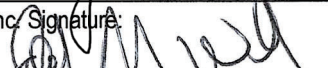
Please feel free to call me if you have any questions. I can be contacted at (713) 658-3013.

Sincerely,

A handwritten signature in black ink that reads "Jake Pringle".

Jake Pringle, MAAA  
Principal & Consulting Actuary

Enclosures

|   |  |                                    |                        |
|---|--|------------------------------------|------------------------|
| <b>GASB 75 Valuation</b>  |  | Effective Date: September 10, 2024 |                        |
| Prepared for: Fort Bend County ("County")   |  |                                    |                        |
| Prepared by: Jake Pringle   |  |                                    |                        |
| <b>Project Timing</b>   |  |                                    |                        |
| Project Start Date:   | September 10, 2024   | Project End Date:                  | February 28, 2025      |
| <b>Project Description:</b>   |  |                                    |                        |
| <b>Deliverable</b>  | <b>Description</b>   | <b>Estimated Fees</b>              | <b>County Initials</b> |
| GASB 75 Actuarial Valuation Report as of October 1, 2023                            | Financial statement entries including Total OPEB Liability, Fiduciary Net Position, Net OPEB Liability, OPEB Expense, and Schedule of Funding Progress   | \$27,200                           |                        |
| 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         |                        |
| <b>Estimated Fee Summary</b>  |  |                                    |                        |
| <b>Consulting Fees</b>  |  | <b>\$27,200</b>                    |                        |
| <b>Key Notes / Assumptions</b>  |  |                                    |                        |
| 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:                     |                        |
|  |  | December 17, 2024                  |                        |
| Milliman, Inc. Signature:   |  | Date Approved:                     |                        |
|  |  | 11/7/24                            |                        |

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Milliman, Inc.  
Houston, TX United States

**Certificate Number:**  
2024-1244167

**Date Filed:**  
12/02/2024

**Date Acknowledged:**  
12/17/2024

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

18205  
GASB 75 Actuarial Valuation - Professional actuarial consulting services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|--|--|--------------|
|   |                          |  | Controlling                              | Intermediary |
|   |                          |  |  |              |
|   |                          |  |  |              |
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|   |                          |  |  |              |
|   |                          |  |  |              |
|   |                          |  |  |              |

**5 Check only if there is NO Interested Party.**



## 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)