



Dec 18, 2012

Approved by CC:

JAN 14 2013

Mr. J.R. Kirkpatrick
County Auditor
Johnson County
1 N. Main St.
Cleburne, TX 76033

Re: Engagement Letter for GASB OPEB Valuation for Johnson County

Dear Mr. Kirkpatrick,

You have requested a pricing quote for a GASB 45 actuarial valuation under the Shared Services arrangement provided by Gabriel, Roeder, Smith & Co (GRS) and North Central Texas Council of Governments (NCTCOG).

Based on the information you provided, the estimated cost of services for Johnson County is \$5,900. The total fee including the \$125 NCTCOG administration fee will equal \$6,025. This price is based on receiving data in the standard GRS format and using the following assumptions:

Number of Participants	500 - 999
Claims Analysis Required	No*
Retirement Plans	1. TCDRS
Health Plans	1. United Healthcare
Annual, Biennial, or Triennial	Biennial
Pricing Discount	Eligible

* An additional fee of \$2,000 will be added if claims experience is required.

Additional fees may also apply if the data is not received in the requested GRS data format.

If other assumptions are identified, a revised proposal letter will be prepared by GRS.

Basic Services

Basic services provided through the Shared Services program will include:

- Actuarial valuation of employer OPEB in compliance with the requirements of paragraphs 11-27 of GASB 45. Valuations can be performed annually or biennially and will include:

- > A measurement of the actuarial liability, present value of projected benefits and normal cost as of the valuation date
 - > The estimated actuarially determined contribution for the applicable fiscal years
 - > The estimated annual required contribution and accounting expense for the applicable fiscal years as required under GASB Statement Nos. 43 and 45
 - > Information needed to complete the "Notes to the Financial Statement" and "Required Supplementary Information" as defined in paragraphs 30 and 31 of GASB No. 43
 - > Information needed to complete the "Notes to the Financial Statement" and "Required Supplementary Information" as defined in paragraphs 24, 25 and 26 of GASB No. 45
 - > Sensitivity analysis for health care trend rates, providing valuation results based on a higher and a lower health care trend
 - > A hypothetical set of actuarial results using an alternative discount rate based on pre-funding
- Two in person or conference call meetings as mutually agreed upon by Johnson County and GRS. Out of pocket travel expenses for governments located 100 miles or more from DFW Airport will be charged to the government.

Billing Schedule

GRS pricing assumes 20% paid upon acceptance by the government of the engagement, 50% upon receipt of the draft report and 30% upon acceptance of the final report. For Biennial or Triennial valuations, GRS will provide the OPEB cost for the off year(s) and will walk forward the Net OPEB Obligation.

The GRS prices discussed above will be adjusted annually in January based on changes in the Consumer Price Index, All Urban Consumers, on a December over December basis.

GRS billing will also include an administrative fee of \$125 per valuation cycle payable to the NCTCOG.

Options Study

It is anticipated that Johnson County may want to consider what the options are for mitigating their OPEB liability. These Options studies would include alternative discount rates, alternative healthcare trend rates, benefit capitations, and changes in retiree cost sharing. The cost for a basic Options study will be \$1,200 per study.

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More complicated studies may not be covered under the fixed fee amount above. If a study is not included in the fixed fee pricing, the hourly rates shown in "Additional Services" below will apply or fixed fee amounts will be negotiated. GRS will provide written documentation of our understanding of the service(s) requested, the estimated number of hours by employee class, total costs and project timeline.

Additional Services

Fees for additional consulting services not included under Basic Services or included in the fixed fee Options studies will be priced separately upon request and will be based on the following hourly rates:

<i>GRS Resource Classification</i>	<i>Hourly Rates</i>
Senior Consultant	\$395
Consultants	\$310
Senior Analysts	\$200
Actuarial Analysts	\$170
Systems Analysts and Programmers	\$230
Administrative Support Staff	\$125

A copy of this engagement letter will be made a part of the master agreement between Johnson County and GRS.

If you have any questions or need additional information please don't hesitate to e mail us at NCTCOG.sharedservices@gabrielroeder.com or call either Mehdi Riazzi at 469-524-1343 or Brad Stewart at 469-524-1805.

Thank you for your interest in the Shared Services program.

Gabriel, Roeder, Smith & Company

MASTER AGREEMENT

Pursuant to the award of Joint Actuarial Services by the North Central Texas Council of Governments (NCTCOG), this agreement confirms the terms under which the Johnson County (name of government) hereinafter referred to as 'CONTRACTING GOVERNMENT' has engaged Gabriel, Roeder, Smith & Co. hereinafter referred to as "GRS" to perform actuarial consulting services. In as much as this relationship will involve several actuarial reviews and other services that will be governed by the Request for Proposal issued by NCTCOG on May 31, 2006 and our subsequent response to that proposal, we have agreed to establish this "master agreement" defining the general terms and conditions for all work performed.

This agreement will not, by itself, authorize the performance of any services. Rather specific services will be authorized through a separate engagement letter that references this master agreement and details the services to be provided and the timeframe and fees required. In the event of an inconsistency between this master agreement and an individual engagement letter, the master agreement will be followed.

As described in the above referenced Request for Proposal the following terms apply:

- A. **Tax Exempt Entities.** CONTRACTING GOVERNMENT is exempt from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued upon request.
- B. **Role of NCTCOG.** NCTCOG has served as a facilitator to the RFP and award process but the contractual relationship is between GRS and the CONTRACTING GOVERNMENT.
- C. **Aggregate Information.** GRS agrees to supply NCTCOG with the specified results from the valuations and to aggregate that information with that of other governments for the purpose of benchmarking.
- D. **Fees.** GRS agrees to follow the attached pricing schedule ("Attachment A") for pricing of its services.
- E. **Review of Charges.** CONTRACTING GOVERNMENT has the right to review the supporting documentation for any hourly charges or out of pocket expenses assessed to the CONTRACTING GOVERNMENT under the fee schedule.
- F. **Termination.** Both CONTRACTING GOVERNMENT and GRS will have the right to terminate this agreement through written notice. CONTRACTING GOVERNMENT will pay any charges or prorate fees incurred to the date the termination notice is received and actuary will cease any in progress work unless specific stopping points are provided in the letter.

- G. **Work Product.** The final work product will be the property of the CONTRACTING GOVERNMENT to be used as stated in the specific engagement letter. Ancillary use of the product is permitted but GRS is not responsible for the reliability of those projections. It is understood that all reports are subject to the open records laws of the State of Texas and the contracting jurisdiction.
- H. **Independent Contractor.** All the services provided by GRS will be as an independent contractor. None of the terms in the engagement letter will be interpreted to create an agency or employment relationship.
- I. **Term.** The term of this master agreement will be governed by the afore referenced NCTCOG RFP and will expire on September 30, 2014.
- J. **Complete Agreement.** This letter combined with the specific engagement letter and as clarified by the RFP and Proposal set forth the entire agreement between the CONTRACTING GOVERNMENT and GRS.
- K. **Indemnification.** GRS covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless, and defend CONTRACTING GOVERNMENT, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors, and the contractor does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of this contract as a result of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors to the extent permitted by law. Please review this master agreement letter and the attached schedules and indicate your acceptance by having an official of CONTRACTING GOVERNMENT sign below.
- L. **Force Majeure.** A force majeure event shall be defined to include governmental decrees or restraints, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality, shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage. If a delay or failure of performance by either party to this contract results from the occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event.

M. **Professional Standards.** GRS will provide qualified personnel for each engagement and follow all professional standards ascribed by the American Academy of Actuaries and the Governmental Accounting Standards Board.

GABRIEL, ROEDER, SMITH & CO.

By: Mark Randall

Title: Exec. Vice President

Date: January 28, 2013

CONTRACTING GOVERNMENT

By: Roy Johnson

Title: Johnson County Judge

Date: January 14, 2013

Attachment A

Pricing of Services – Calendar Year 2013*

The price of the valuation is based on the following components:

a) Number of participants:

Participant Count	Price
Less than 100	\$4,500
100 – 199	\$4,500
200 – 499	\$5,200
500 – 999	\$5,500
1,000 – 2,499	\$6,400
Over 2,500	\$7,000

b) Number of retirement plans:

There is no additional charge if the employees participate in only one retirement plan. For each additional retirement plan, the valuation fee is increased by \$1,600.

c) Number of health plans:

There is no additional charge if the participants are covered under only one health plan. For each additional health plan, the valuation fee is increased by \$1,000.

d) Annual, biennial or triennial valuation:

The valuation fee is increased by \$1,200 for valuations which are intended to be used for two fiscal years and by \$2,400 for valuations which are intended to be used for three fiscal years.

e) Claims analysis:

The valuation fee is increased by \$2,000 if claims experience is required.

f) Pricing discount:

Employers with very simple plans may be eligible for an \$800 price reduction. The engagement agreement will specify whether the pricing discount applies.

- ❖ Pricing assumes 20% paid upon acceptance by the government of the engagement, 50% upon receipt of the draft report and 30% upon acceptance of the final report.
- ❖ Fees for additional services and optional services that are not determined as 'basic' will be based on the following rates:

GRS Position Title	Hourly Rates
Senior Consultant	\$395
Consultants	\$310
Senior Analysts	\$200
Actuarial Analysts	\$170
Systems Analysts and Programmers	\$230
Administrative Support Staff	\$125

*Prices will be adjusted annually beginning in January 2014 based on changes in the Consumer Price Index, All Urban Consumers, on a December over December basis. Current rates for your plan are reflected in the engagement agreement sent with this document.

Dec 18, 2012

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Thank you for your interest in the Shared Services program.

Gabriel, Roeder, Smith & Company

ORIGINAL

**INTERLOCAL AGREEMENT
FOR
COOPERATIVE PURCHASING
FOR
ACTUARIAL SHARED SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG," having its principal place of business at 616 Six Flags Drive, Arlington, Texas 76011, and Johnson County, a local government, created and operated to provide one or more governmental functions and services, hereinafter referred to as "Participant," having its principal place of business at #2 Main St. Cleburne, Tx.

WITNESSETH

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the development of a standard approach for acquiring actuarial services; and

WHEREAS, in reliance on such authority, NCTCOG has a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, NCTCOG extended the original agreement with Gabriel, Roeder, Smith and Company to provide such services to until September 30, 2014; and

WHEREAS, the Participant has represented that it is an eligible entity under the Act that by Administrative Action has authorized this Agreement on January 14, 2013, and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the PARTICIPANT do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act because it's a local government, as defined in the Act, and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3: WHOLE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: BILLINGS

Billings will be generated for the Actuarial Shared Services through Gabriel Roeder Smith & Company based upon Administrative Fee of \$125 per valuation cycle (effective October 1, 2012). Each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

NCTCOG reserves the right to make changes in the scope of services offered through the Cooperative Purchasing Program to be performed hereunder.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

**Denotes required fields*

NOTE: Facsimile copies of this document shall not be acceptable as ORIGINALS.

Interstate v1 rev. 10/05

* Johnson County
Name of Participant (local government, agency, or non-profit corporation)

* # 2 main street, Rm 120
Mailing Address

* Cleburne Tx 76033
City State ZIP Code

*By: Roger Harmon
Signature of Authorized Official

* Roger Harmon
Typed Name of Authorized Official

* Johnson County Judge 1/14/13
Typed Title of Authorized Official Date

North Central Texas Council of Governments
616 Six Flags Drive, Arlington, Texas 76011

*By: Monte Mercer
Signature of Authorized Official

***Monte Mercer**
Typed Name of Authorized Official

***Deputy Executive Director** 2/5/2013
Typed Title of Authorized Official Date