

**THIRD AMENDMENT AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
MILLIMAN, INC.**

THIS THIRD AMENDMENT, entered into this ____ day of ____, 2008, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Milliman, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, on September 14, 2005, the parties hereto entered into agreement (hereinafter referred to as the "Original Agreement") for actuarial services related to compliance with GASB 45 accounting standards for other post-employment benefits; and

WHEREAS, on March 13, 2007, the parties amended the Agreement to increase the maximum amount of the agreement by \$25,000;

WHEREAS, on September 4, 2007 the parties amended the Agreement to increase the maximum amount of the agreement by \$25,000;

WHEREAS, the parties wish to amend the Agreement to extend the agreement for two years through September 30, 2010, and increase the maximum amount of the agreement by \$150,000;

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS
FOLLOWS:**

1. **Section 3, Payment**, of the Original Agreement is hereby amended to read as follows:
In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to contractor based on the rates and in the manner specified in Exhibit "B". The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this agreement exceed ~~One Hundred Fifty Thousand Dollars (\$150,000)~~ Three Hundred Thousand Dollars, [\$300,000], ~~for the initial valuation, valuation of alternative costs methods, preparation of Interim Year GASB 45 disclosures, and the Second Full Valuation in Exhibit "B"~~ for costs associated with a full actuarial valuation as of January 1, 2009, financial statement disclosures, and actuarial analyses in preparation for upcoming labor negotiations

2. **Section 4, Term and Termination**, of the Original Agreement is hereby amended to read as follows (all other terms in this section shall remain in effect):
Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 12, 2005 through September 30, 2010.

3. Exhibit "B" is hereby amended as follows:

Service and Maximum Fee

~~Second~~-Third Full Valuation \$55,000

4. **All other terms and conditions of the agreement dated September 14, 2005, including any subsequent amendments to this agreement between the County and Contractor, shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO


By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

MILLIMAN, INC.



Contractor's Signature
Date: 9/16/2008