Engagement Agreement

I. Parties

The parties to this Agreement are Hause Actuarial Solutions, Inc. (HAS) and Panola County (the Client).

II. Task

The Client has contracted with HAS to perform the services described below.

HAS will provide an analysis and valuation of the Client's GASB 75 OPEB liability related to the Client's retiree medical plan as of 12/31/24. As part of this process, HAS will analyze the Client's current benefit and funding structures for retirees along with the eligibility requirements for retiree benefits. HAS will submit to the Client a report which includes the results of the analysis and the assumptions used in the calculation of the liabilities.

III. Cost and Payment

Hause Actuarial Solutions, Inc. will provide the services outlined above for an allinclusive flat fee of \$7,000.

Any time requested for services outside the above scope will be agreed to in writing and will be billed at our normal hourly rates or a mutually agreed fixed cost. We will also bill for travel-related expenses (if requested). Invoices are due upon receipt.

IV. Reliances

HAS will rely on information supplied by the Client or representatives of the Client. This information may include the following items, among others: retirement system data, census data for retirees and active employees, claims and contribution data, and eligibility, funding and benefit provisions. HAS will review the information for apparent accuracy but will rely on the reported information as correct.

V. Indemnification

- 1. The Client agrees to indemnify HAS for all costs associated with defense and all judgments against HAS resulting from any action brought against HAS by any entity or individual not party to this Agreement as a result, directly or indirectly, of HAS's engagement and performance under this Agreement. The sole exception to the Client's duty to indemnify shall be in the event a court of competent jurisdiction enters a final, non-appealable judgment against HAS with a finding that HAS committed gross misconduct. A finding of negligence, error, or breach of applicable Actuarial Standards of Practice shall not be considered to be gross misconduct under this Agreement.
- 2. The Client agrees that any recovery under judgment as a result of actions taken by the Client against HAS in connection with this Agreement will be

limited to the amounts paid to HAS with regard to the assignment for the year subject to dispute.

VI. Termination

This Agreement may be terminated by either party at any time. The Client is responsible for paying all fees and expenses accrued to the date of termination. The obligations set forth in Sections IV and V survive the termination of this Agreement.

VII. General

This Agreement constitutes the entire Agreement of the parties.

Jeff Yeatman, ASA, MAAA Executive Vice President Hause Actuarial Solutions, Inc.

February 19, 2025 _____(Date)

7 Lane A #

(Signature)

Rodger G. McLane (Print Name)

County Judge

(Print Title)

<u>Panola County</u> (Print Company Name)

February 28, 2025

(Date)