

**ORDER: APPROVE AGREEMENT FOR ACTUARIAL SERVICES WITH
FINDLEY, AS REQUIRED BY AUDITORS**

Motion was made by David Rikard, duly seconded by Chad McLarty, to approve agreement for Actuarial Services with Findley, as required by auditors.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor Larry Gillespie, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 7th day of December, 2020.



**Mike Roberts, President
Board of Supervisors**

Sherry Wall, Chancery Clerk



December 4, 2020

VIA ELECTRONIC DELIVERY

PERSONAL & CONFIDENTIAL

Lisa Carwyle
County Administrator
300 North Lamar Boulevard
Oxford, MS 38655

Re: **Engagement Letter**
Actuarial Services for the Lafayette County Other Post Employment Benefit Plans

Dear Lisa:

Thank you for selecting Findley to provide actuarial and consulting services in connection with your Plan(s).

This letter outlines

- > the scope of the services we will provide and the fees that you can expect to pay for these services and
- > our general business terms

This Engagement Letter, including the attached Exhibit A General Terms (also referenced as "Exhibit A," together forming the "Agreement"), is between **Findley, A Division of USI ("Findley")**, and **Lafayette County (the "County")**, for the term indicated. Findley is being retained by the County to perform the services outlined in this Agreement with respect to the other post-employment benefit plan(s) provided by the County. By signing this Engagement Letter, the County agrees to be bound by the terms of this Agreement. Throughout this Agreement (both in this letter and Exhibit A), terms such as "we", "us" and "our" refer to Findley, and terms such as "you" or "your" refer to the County. If we are contacted by persons from your organization who, in our judgment, appear to have authority to represent the County, we will assume that they are authorized to contact us and receive information unless you identify to us the specific people permitted to discuss Plan affairs.

This Agreement is effective for the fiscal years ending September 30, 2019 and September 30, 2020 and will continue to be effective after this initial term unless and until terminated by either party on 30 days advance written notice as detailed below. If your decision to engage us is delayed until after April 2, 2021, we reserve the right to reissue this Engagement Letter with revised fee estimates for expected services.

Lisa Carwyle
December 4, 2020
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Exhibit A describes the services that we expect to perform and the associated fees for those services. It also provides our general billing procedures and other business terms, including representative billing rates.

Issues may arise that are beyond the scope of these expected services, and which may require additional consulting services. If we provide additional consulting services, we will charge additional fees for those services. Upon the mutual agreement of both parties, Exhibit A may be revised from time to time to add or change the consulting services provided and such revised and restated Exhibit A shall continue to be covered by the Engagement Letter then in effect.

If anything in this Agreement needs further discussion, or if you have any questions, please feel free to call me. Again, I am pleased you have selected Findley, Inc. We look forward to serving you.

Sincerely,

FINDLEY, A DIVISION OF USI

By: David L. Shaub
David L. Shaub, FSA, MAAA, FCA
Managing Consultant

615.665.5309
David.Shaub@findley.com

Attachment: Exhibit A General Terms

AGREED TO:

Lafayette County

By: [Signature] Date: 12/7/2020

Title: President, Board of Supervisors, Lafayette County

EXHIBIT A

GENERAL TERMS

Fees

The fees listed below represent fixed fees for the indicated services to the Plan(s) of the County. Services not specifically stated or variances from our assumptions will constitute additional services for which we will charge additional fees. Examples of additional services are listed in the Additional Services section.

Upon execution of this Agreement, fixed fees for services will not be increased for three (3) years. If the scope of services changes, adjustments to our fees may occur.

The primary basis for determining our fee for services is the hourly billing rate of those who work on the case, multiplied by the actual time expended. The fees listed below represent our best estimate for services to the Plan(s). Actual fees may be higher or lower than these estimated fees. Services not specifically stated or variances from our assumptions will constitute additional services, for which we will charge additional fees. Examples of additional services are listed in the Additional Services section.

<i>Actuarial Valuation</i>	<i>Fees</i>
GASB 75 OPEB Actuarial Valuation and Report – October 1, 2020	\$10,000
> Actuarial Valuation and Report	not to exceed
> Disclosures for financial statements for FYE2019 and FYE2020	

Additional Services

Actuarial Services

- > Analysis of changes in valuation assumptions and methods and consulting on possible changes
- > Support to external auditors for the annual financial statement audits of the County
- > Annual estimates of succeeding year contributions and accounting expense
- > Projections of accounting expense over multiple years, or beyond as described under Recurring Actuarial Services
- > Study of demographic assumptions based on plan experience
- > Resolving trustee accounting or reporting problems
- > Data corrections or manipulation of data files to consolidate or convert to system format, manual input of participant and payroll information, or multiple payroll files
- > Actuarial studies of Plan amendments
- > Actuarial studies and other work related to mergers, acquisitions or spin-offs
- > Meetings and telephone conferences (in addition to those listed above)

Billing Rates

Findley's schedule of hourly billing rates for our professionals and staff is based upon years of experience, specialization in training and practice, and level of professional attainment. Findley current average hourly rates as of January 1, 2020:

Managing Consultant / Principal	\$330 - \$495
Consultant / Senior Consultant	\$235 - \$330
Technician / Analyst	\$175 - \$235
Administrative	\$85 - \$175

Periodically, Findley hourly rates are reviewed and adjusted for increases in expertise, productivity, and inflation. Our fees have increased at or about the rate of inflation historically. The primary basis for determining our fee for additional services is the hourly billing rate of those who work on the case, multiplied by the actual time expended.

Expenses

There are three categories of expenses that the firm may bill in addition to the hourly rates listed above.

- > Out-of-pocket expenses, such as travel, lodging, meals, filing fees, printing costs, messenger services, and other similar expenses which will be billed at cost.
- > Administrative expenses for copying, faxing, long-distance phone calls, etc. will be billed at cost.
- > Any applicable taxes, charges and other levies associated with the agreed upon services rendered by Findley This would include state, local, and use taxes, if any, but excludes taxes levied against the income or personal property of Findley

To the extent disclosed in the project fees section, these categories of expense are included in the project fee estimates provided.

Billing Procedures

Normally, our statements will be prepared and sent during the month following the month in which the service is rendered and costs were incurred.

However, sometimes we hold charges until work on a project is completed or charges are more than nominal. You agree to pay Findley payment within 35 days after the statement date.

Our billing statements are due and payable within 35 days after the statement date. We reserve the right to place an interest charge on unpaid accounts of 1% per month commencing 35 days after the statement date. If payment has not been received within 90 days after the statement date, further work will be suspended until payment is received or a mutual agreement is reached.

Occasionally, we may request either payment in advance or direct payment by the client for significant out-of-pocket or extraordinary expenses, or if a client has failed to pay past statements on a timely basis.

The County shall promptly review each monthly invoice and shall notify Findley in writing of any dispute within 35 days of the date such bill was mailed or within 35 days of receipt if sent by means other than the U.S. Postal Service. If the County does not notify Findley in writing of any dispute within 35 days as provided above, such invoice shall be conclusively deemed to be correct and payable and the County shall not assert otherwise.

If the County disputes an invoice within 35 days as provided above, the County shall never-the-less pay the undisputed portion of such invoice within the original 35 day period, except that the County may extend such period for payment by up to ten days. If an invoice is disputed, the parties shall attempt in good faith to reach agreement as to the correct amount. If the parties are unable to agree, the invoice shall be submitted to binding arbitration as provided for in the Dispute Resolution section below.

From time to time the County and Findley may agree to limit Findley's fee for a specific project to no more than a specified dollar amount, or may agree to a fixed fee for a specific project. In such an event, if the County provides incorrect or incomplete data, or provides data in a form other than the form specified above (or mutually agreed upon), or if extra work is required because the data is provided later than agreed upon, any additional

work required due to such incomplete, incorrect or late data shall be billed at Findley's regular hourly rates regardless of the relationship of such rates to the original project fee.

In connection with each invoice, Findley shall provide such information as the County shall reasonably request for purposes of verifying such invoice, provided however that if the County requests information that is not normally captured by Findley's billing system, the County's request shall apply only to work performed after such request is made, and provided further that if Findley must incur more than de minimus additional costs or time to capture such information, the County shall agree to reimburse Findley for such expense or compensate Findley for such time.

Use of Work

All Findley work product shall be used only for the specific purposes for which it is intended as shown in the work product itself. The actuarial valuation shall be used for no purposes other than budgeting and determination of contributions to the County's employee benefit plan. Without limitation of the above, the County shall not, without Findley's prior written consent, use any Findley work product for the purpose of any financing or sale transaction, including, but not limited to, the following: (1) use in any debt covenant; (2) the determination of the sale price associated with the sale of assets of the County or any subsidiary of the County; (3) the amount of a transfer of assets from one employee benefit plan to another.

Potential Conflicts of Interest Disclosure and Waiver

We know of no circumstances that create a conflict of interest in our services to you.

From time to time, Findley may provide actuarial or other consulting services to other clients whose interests may be adverse to the County's interests ("conflicting engagements"). the County consents to such conflicting engagements, provided that Findley does not use, in such conflicting engagements, confidential information (not otherwise in the public domain) obtained through the provision of services to the County without the

County's consent. In the event that a conflicting engagement relates to negotiations or a transaction in which Findley is also advising the County, Findley shall disclose such conflicting engagement to the County as soon as the conflict is known to Findley.

Potential Direct and Indirect Compensation from Other Parties

It is possible that we will receive compensation from other parties or service providers in relation to your decision to use their services. We will disclose to you the monetary value of any direct or indirect compensation (including the payor of and services related to any indirect compensation) we receive from any party other than you in connection with our provision of services to the Plan(s). At the present time, there is no indirect compensation expected.

Confidentiality of Plan and Participant Data

Findley acknowledges and understands that all the County information or Plan information provided by the County to Findley is confidential. Findley will not sell, rent, lease or in any way transfer the County information provided from the County to Findley under this Agreement to a third party, except as expressly agreed to by you in writing. Findley will have no proprietary interest or right to use the County or Plan information, except as provided in this Agreement. Findley will take all reasonable and necessary steps to prevent the misuse of the County or Plan information.

Findley's reports, letters, memos, emails or other consulting work products furnished to you are for the use of the County and its agents, advisors and auditors, and for the business purposes stated therein. Findley is not responsible for the reliance upon these work products by any other party.

Findley acknowledges that it will have access to data that is personal information, including any and all identifying information of the employees of the County ("Personal Information"). Findley shall use any Personal Information it receives from the County only to fulfill its obligations under this Agreement.

The County specifically understands that Findley may engage third party vendor to perform lost participant or death searches as part of the normal course of Findley's services and expressly agrees that Findley may share Company plan data and/or participant information with such third party vendor to the extent necessary to perform these services. Findley will maintain a nondisclosure agreement with the third party vendor.

Findley shall promptly notify the County in writing in the event there is any suspicion of irregularities in the storage or processing of the Personal Information. On termination of this Agreement, Findley shall discontinue using the Personal Information and shall destroy any Personal Information in accordance with Findley's file retention policies.

Amendment and Termination

Upon the mutual agreement of both parties, Exhibit A may be revised and restated from time to time to add or change the consulting services provided and such revised or restated Exhibit A shall continue to be covered by the engagement letter then in effect.

Either party may terminate this Agreement, upon 30 days prior written notice to the other party. You agree to pay for all services provided by us up to the date of termination.

The following provisions of this agreement shall continue in effect after the termination of this engagement by either party: provisions relating to confidentiality, waiver of conflicts, use of work and disclosure of work to third parties, ownership of files and work product, the obligation of the County to pay fees to Findley, resolution of disputes between the parties, indemnity and compensation, limitations on liability, dispute resolution, choice of law, venue and binding arbitration.

Dispute Resolution

In the event of any dispute between the parties with respect to our services (or, subject to Billing Procedures above, our fees), each of the parties will promptly appoint a designated officer to meet to resolve such dispute in good faith. If an amicable resolution through negotiation does not

appear likely within a reasonable time, you and we agree to submit to resolution by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as modified below. Such arbitration will be binding and final. Any such arbitration will be before one arbitrator, be conducted in English, and held in Nashville, TN, or such other location as the parties may agree upon. If the dispute involves a claim of professional negligence or other error in actuarial calculations or advice, or if settlement of the dispute requires an understanding of the work performed or other matters involving actuarial science, the arbitrator shall be a Fellow or Associate of the Society of Actuaries who is enrolled by the Joint Board for the Enrollment of Actuaries. Each party to the arbitration shall pay its own expenses and one-half of the arbitrator's fee, provided however that at the conclusion of the arbitration, the arbitrator may award fees and costs to either party based on which party prevailed, or, at the discretion of the arbitrator, the respective reasonableness of each party's position in the arbitration. At the inception of the arbitration, each party shall state in writing the amount it is demanding from (or offering to) the other party. In no event shall the arbitrator award either party more than it originally demanded or less than was originally offered (except that this limitation shall not apply to fees and costs as described above). In the event that this arbitration provision is found to be unenforceable, the parties shall by mutual agreement, not to be unreasonably withheld, agree to an enforceable arbitration provision. In the event of litigation relating to this provision or this agreement, both parties waive all rights to a jury trial.

Regardless of any conflict of law or choice of law principles that might otherwise apply, the parties agree that this agreement shall be governed by and construed in all respects in accordance with the laws of the State of Mississippi. The parties all expressly agree and acknowledge that the State of Mississippi has a reasonable relationship to the parties and this agreement. As to any dispute, claim, or litigation arising out of or relating in any way to this agreement (including, without limitation, any action to compel arbitration, any action to collect amounts awarded by the arbitrator, or any other action at law or equity), the

parties hereby agree and consent to be subject to the exclusive jurisdiction of the federal and state courts in the State of Mississippi. Each party hereto hereby irrevocably waives, to the fullest extent permitted by law, (a) any objection that it may now or hereafter have to laying venue of any suit, action or proceeding brought in such court, (b) any claim that any suit, action or proceeding brought in such court has been brought in an inconvenient forum, and (c) any defense that it may now or hereafter have based on lack of personal jurisdiction in such forum.

Indemnification and Liability

To the extent permitted by law, you agree to hold Findley harmless from all claims, losses, damages, liabilities, costs and any other expenses related to the operation of the Plan or of Plan related services by the County, Plan Administrator or other third party vendor. Subject to the limitations described below, Findley will be responsible for any claims, losses, damages, liabilities, costs or any other expenses attributable to any negligence or willful misconduct by Findley in the performance of our services under this Agreement.

The County and Findley mutually agree that, in the event of a claim of malpractice or professional negligence or wrongdoing in connection with this or any engagement, the following shall not be considered damages to the County and shall not be a liability to Findley, even if Findley is determined to have been in error, negligent or otherwise at fault: contributions to any County employee benefit plan that would have been made in a different year had Findley's work product been correct; benefit amounts calculated by Findley and presented to participants in any County employee benefit plan but not actually paid before the discovery of the error; any amounts that are recoverable by the County from a third party, even if the County decides not to recover such amounts; punitive damages; consequential damages; and prejudgment interest in excess of 6% per year, compound. In the event of a claim of malpractice or professional negligence or wrongdoing in connection with this engagement, Findley's liability to the County shall be limited to two times the amount of fees actually paid to Findley by the County in the twelve month period prior to the

event giving rise to such claim (except in the first twelve months, such limitation shall be 24 times the average monthly amount of fees paid to Findley by the County).

Recognizing that all actuarial calculations are estimates, and that methods of estimation are appropriate with respect to actuarial valuations, and recognizing that methods of estimation inherently produce results that are slightly different from the results of more precise calculations, and recognizing that the County may not reasonably rely on any actuarial valuation being absolutely precise, the following shall not be considered errors (and Findley shall have no liability therefore), regardless of how they are arrived at: any result in an actuarial valuation that differs from a more precise calculation by an amount less than 2% of the actuarial accrued liability of the plan or program to which the valuation relates, or if greater, 2% of the assets of held by, or in trust for, such plan or program.

In the event that excessive benefit amounts are paid to one or more participants of any the County employee benefit plan or one or more employees or former employees of the County (referred to collectively as "Participants") as a result of an error by Findley, and Findley is determined to be liable for all or part of such excess, or if Findley reimburses the County for such excess amount, Findley shall have a subrogated right to any claim that may otherwise be held by the County or such employee benefit plan for repayment of such excess benefits from such Participants. the County shall cooperate with Findley's right to collect such repayment from such Participants.

Findley shall not be liable to the County for any errors that are entirely or partially the result of Findley's use of incorrect or incomplete data provided to Findley by the County or, at the County's direction, by any employee, contractor or agent of the County, regardless of whether Findley could have or should have noticed that such data was incomplete or erroneous.

The County and Findley agree that there are no third party beneficiaries and that no person other than the County shall have the right to rely on Findley's work product or to sue Findley for damages relating thereto. Findley is not

responsible for the County's funding of any employee benefit plan. Findley is not responsible to any employee or any participant or beneficiary in any employee benefit plan for any disclosure that should be made to that individual or for any advice given (or not given) to the County.

Any complaint, arbitration or lawsuit by the County or any related person or successor in interest shall be filed only against Findley and shall not be filed against any individual employee, officer, director, contractor, subcontractor or other natural person. Notwithstanding the above, there are no third party beneficiaries to this agreement and this paragraph shall be enforceable only by Findley.

Findley shall not be deemed responsible if it fails to perform any services as a result of one or more of the following causes: (a) receipt of poor or incomplete data provided by the other party or the other party's authorized agents; (b) interruptions or delays affected by information or communications systems not resulting from the fault of Findley; (c) exchange or market rulings, disruptions in orderly trading on any exchange or market caused by market volatility or trading volume; (d) suspension of trading; (e) computer, or operational system failures; (f) "Acts of God;" (g) any outbreak or escalation of hostilities, war, terrorism, riots, or civil disorders in any country making it illegal or impossible for Findley to perform its obligation under the Agreement; or (h) other unusual circumstances not reasonably within the control of Findley.

The County shall indemnify and compensate Findley for time and expenses associated with any of the following:

- > Production of documents, depositions, testimony, or any other form of discovery or participation in any lawsuit, audit or legal proceeding whatsoever, by or between the County and any third party, or by or between any third party and Findley with respect to this engagement, provided however that this item shall not apply to a lawsuit between the County and Findley, nor to any lawsuit initiated by Findley.
- > Any regulatory proceeding associated with this engagement (including, without limitation, any governmental or non-governmental body that regulates the actuarial profession or accredits

actuaries) unless it is determined that Findley is materially at fault.

- > Any fines, penalties or judgments resulting from litigation by any third party against Findley with respect to such third party's reliance on any work product in connection with this engagement, except to the extent such reliance was a purpose for which the work product was intended.

If an event occurs which might give rise to indemnification or compensation under this section, Findley shall promptly notify the County and shall permit the County to reasonably participate in the defense of or opposition to any such action, taking into account the relative economic risk of such action to Findley and the County.

Mutual Responsibilities

Timeliness and Accuracy of Data. You will provide us with the requested participant and other Plan information that we need in order to perform our services. It is the County's responsibility to ensure that such data is complete and accurate. Findley is not responsible for checking such data in any way. the County shall have an employee or other agent of the County review such data before it is provided to Findley and will ensure that the individual performing such review is knowledgeable with regard to the purposes for which the data is to be used. Such review will include reasonableness checks including the following: (1) that all dates are within a reasonable range of dates and are consistent with one another; (2) that all financial fields such as compensation are reasonable in amount; (3) that all items that may be verified by totals or counts are so verified; and (4) such other reasonableness checks as are prudent under the circumstances taking into account the need for accurate data. Findley may, at its discretion, review the data provided by the County for such reasonableness checks as it considers appropriate. If the data appears to be incorrect or incomplete, Findley shall notify the County and the County shall promptly review the data in light of such apparent inaccuracies and either notify Findley that the data provided was correct or provide corrected data. Findley will have no responsibility to independently verify the accuracy of the participant data that you provide. Findley is

not responsible for or liable for use of incomplete or inaccurate data provided by the County or its agents even if a review of such data would reveal that it is obviously wrong. Findley assumes no responsibility to acquire information other than to request it from you or from third parties as authorized by you. Findley will not be liable for any errors or omissions made as a result of incomplete or incorrect information that is furnished to us by you or by third parties on your behalf (e.g., payroll providers, trustees, accountants, attorneys, investment advisors, etc.). We will work with you to determine an appropriate file format for the ongoing data that we need to provide services to you.

The County shall promptly notify Findley if any data furnished is later determined to be incorrect or incomplete. The County shall furnish such correct data to Findley.

Findley may occasionally identify errors or discrepancies in the data, eligibility determination, contribution calculation, or other items. We will notify the County of any apparent discrepancies, and will work with the County to resolve the discrepancies if requested. Resolving these discrepancies, and all work and rework associated with correction of incomplete or erroneous data is an additional service not included within the scope of our standard fees. Findley will be compensated at its regular hourly rates for performing such additional services, even if we have performed these additional services for no additional fee in the past.

In the event that the County provides Findley with incomplete data, inaccurate data, or the data is provided later than mutually agreed (or in the absence of prior agreement, later than two months prior to the due date of any project reliant on such data), all of Findley's deadlines for projects dependent on such data shall be extended by the period of time that the data is late plus the period of time needed to correct the data; provided however, that, recognizing Findley may have already committed to other work for other clients during such delayed time period, Findley may unilaterally extend such deadlines for an additional two months. In the event of an extension of any deadline in accordance with this paragraph, Findley shall not be responsible for any losses

incurred due to such delay, including, without limitation, any penalties or costs associated with late filing of any government form, any penalties or costs associated with late provision of any notice to any plan participant, and any penalties or costs associated with any other compliance failure that is a result of such delay.

Conversion. We will work with your current providers to determine an appropriate file format and record layout for any conversion data that we may need. You will be responsible for the payment of any fees charged by the current provider for its work to supply the conversion data that we need and answer questions that we may have.

We will accept the information and data provided by the prior service provider as correct and complete unless otherwise instructed by you. We will not audit those records for accuracy, compliance with government requirements or consistency. We will not be responsible for errors or omissions made during the time prior to our engagement, nor for those which may result from our reliance on these prior records, even if review of such records would reveal obvious errors.

If instructed by you or your legal counsel, and within the scope of our engagement, we will conduct reviews of Plan documentation, participant communication and/or Plan operation to evaluate whether your Plan(s) was (were) in proper compliance with applicable law and regulations and/or the provisions of Plan documents for the specified period. We will report to you any issues we think should be addressed, and will make recommendations for necessary action for consideration by you and your legal counsel.

Maintenance and Transfer of Records. Findley will retain possession of all files and records during the course of our engagement. In the event that you terminate our services, at such time as a final payment in full is made to Findley for all outstanding fees and expenses to date, Findley will furnish the County, upon the County's request, copies of participant data and work products at a reasonable cost for electronic delivery and/or photocopying. Files will eventually be shredded and disposed of in accordance with Findley's file retention policies.

Limitations on Findley Services

Findley is not a law or accounting firm and does not provide legal or tax advice. Any documents that we prepare are specimen documents that are for review by your legal counsel and that should be reviewed by your legal counsel. Legal issues concerning your employee benefit plans should be discussed with your legal counsel. Tax issues should be discussed with your legal counsel or your tax advisor.

Findley is not a fiduciary, investment advisor, or the plan administrator of the Plan(s) within the meaning of the Employment Retirement Income Security Act of 1974 (ERISA) or otherwise. You are responsible for all discretionary decisions relating to the Plan(s). Findley may, in the course of its services, identify and discuss issues that require your decision-making as a fiduciary. According to policies and procedures, Findley may perform certain services, acting as agent to the County and the fiduciaries to the Plan(s). Findley performs such services in an administrative, nondiscretionary capacity only according to Plan documents and other procedures and exercises no discretion as to the administration of the Plan(s) and the management of Plan assets. Findley does not invest trust assets or prepare trust accounting statements. Findley does not monitor investment

performance or the performance of investment management or advisors. Findley does not handle Plan assets. Findley does not provide services that would constitute investment advice to either the plan sponsor or any plan participant. Findley does not determine the value (or the appropriateness of the value) of any asset held by the Plan(s).

Findley Role in Regulatory Compliance. Findley helps organizations manage their employee benefit plans, including compliance with applicable rules and regulations, subject to review and advice of your legal counsel. These compliance requirements and duties are numerous, including, but not limited to:

- > Participant communications, whether periodic or driven by participant or plan events
- > Reporting and disclosure to regulatory authorities
- > Maintenance of plan documents in accordance with law and regulation
- > Financial transactions

Findley is ready to assist in each of these areas to ensure compliance. Unless otherwise specifically indicated in our description of services, the County is responsible for meeting all compliance requirements of the Plan(s).