

1st Amendment to an Agreement Between

*City of Bay City and HUB International
For
Benefits Consulting Services*

THIS AMENDMENT entered into the October 1, 2020 by and between {City of Bay City {herein called 'Company'}} and **HUB International Texas, Inc.** (herein called 'HUB') to provide health and welfare consulting services for the Employee Benefits Program of the Company.

WITNESSETH:

WHEREAS, the Company is in need of assistance in the evaluation of the employee health and welfare benefits; and

WHEREAS, HUB has the unique expertise and experience necessary to provide the services; and

WHEREAS, the Company desires to contract with HUB to provide actuarial, health and welfare consulting services for the Employee Benefits program;

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

- I. INDEPENDENT CONTRACTOR RELATIONSHIP** – HUB is an independent contractor and not an employee or servant of the Company.
- II. SCOPE OF SERVICES** – HUB shall provide professional services, in compliance with all applicable federal, state and local laws and regulations relating to the services outlined under “Exhibit A”.
- III. COMPENSATION** – Beginning October 1, 2020, the City of Bay City agrees to permit payment to HUB of commissions by AFLAC policies under the City’s employee benefits plan in consideration of a direct offset of, a portion or all, administrative costs for the Benefit Connector benefit administration software system.
- IV. EMPLOYEES** – HUB employees, if any, who perform services for the Company under this Agreement shall also be bound by the provisions of this Agreement.
- V. ASSIGNMENT** – This Agreement may not be assigned without the prior written consent of the Company.

- VI. NOTICES** – Communication and details concerning this Agreement shall be directed to the following contract representatives:

City of Bay City, TX

Contact Name

Title

Street Address

City , State ZIP

HUB International Texas, Inc.:

Brent Weegar

Senior Vice President

10000 N. Central Expwy., Suite 1100

Dallas, TX 75231

- VIII. GENERAL COMPLIANCE** - HUB agrees to comply with all applicable federal, state, and local laws and regulations relating to the services provided under this Agreement.
- IX. INDEPENDENT CONTRACTOR** - Nothing in this Agreement is intended, to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. HUB shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Company shall be exempt from payment of and Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as HUB is an independent contractor.
- X. HOLD HARMLESS** - HUB shall hold harmless, defend and indemnify the Company from any and all claims, actions, suits, charges and judgments whatsoever that arise out of HUB' performance or non-performance of the services or subject matter called for in this Agreement.
- XI. WAIVER OF CONTRACTUAL RIGHT** – The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.
- XII. CONSTRUCTION AND VENUE** - This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. The parties hereto hereby irrevocably consent to the exclusive jurisdiction and venue of the courts of the state of Texas, county of Travis, for the purposes of all legal proceedings arising out of or relating to this Agreement or the actions that are contemplated hereby.
- XIII. ENTIRE AGREEMENT** – This agreement contains the entire agreement of the parties, with respect to the subject matter herein, and there are not other agreements whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

- XIV. AMENDMENTS** - Company or HUB may amend this Agreement, at any time, provided that such amendments make specific reference to the Agreement, and are executed in writing, signed by a duly authorized representative of both organizations and approved by the Company's governing body, if necessary.
- XV. SEVERABILITY** - If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- XVI. APPLICABLE LAW** – This Agreement shall be governed by the laws of the State of Texas; and venue for any action shall be in Brazoria County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Bay City, TX

HUB International Texas, Inc.

Signature

Signature

Print

Print

Title

Title

Date

Date