

*Agreement Between*  
*City of Burleson and HUB International*  
*For*  
*Benefits Consulting Services*

THIS AGREEMENT, entered into the 18<sup>th</sup> day of January 2022, by and between **City of Burleson, Texas** {herein called 'City'} and **HUB International** (herein called 'HUB') to provide health and welfare consulting services for the Employee Benefits Program of the City.

**WITNESSETH:**

WHEREAS, the City 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 City 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 City. 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 service to be performed under this Agreement. City shall be exempt from payment of unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance, as HUB is an independent contractor.
- 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** – The term (January 1, 2022 – December 31, 2022) of this Agreement, City agrees to pay consulting fee of \$3,283.33 a month to accomplish projects in "Exhibit A." Fees will be guaranteed for the first two renewal terms and will increase a maximum of 5% year term year 3 and 5% for term year 4. The City may choose for HUB to collect commissions on policies, and we would offset fees by any amounts collected.

HUB may be eligible to receive bonus compensation from carriers that is based upon our block of business with carriers, and this may include but is not limited to factors such as retention and new business and will disclose any amounts that are collected annually.

HUB will place 100% of our fees at risk based upon a mutually agreed upon set of performance-based criteria. Results will be measured annually for each contract term.

- IV. TIME OF PERFORMANCE** – The term of this Agreement is from January 1, 2022 through December 31<sup>th</sup>, 2022. Thereafter, this agreement may be renewed annually at an agreed upon fixed fee rate. Either party may terminate this agreement with 60 days' notice prior to date of termination.
- V. EMPLOYEES** – HUB employees, if any, who perform services for the City under this Agreement shall also be bound by the provisions of this Agreement.
- VI. ASSIGNMENT** – This Agreement may not be assigned without the prior written consent of the City.
- VII. NOTICES** – Communication and details concerning this Agreement shall be directed to the following contract representatives:

**City of Burleson:**  
Bryan Langley  
City Manager  
141 W Renfro St.  
Burleson, TX 76028

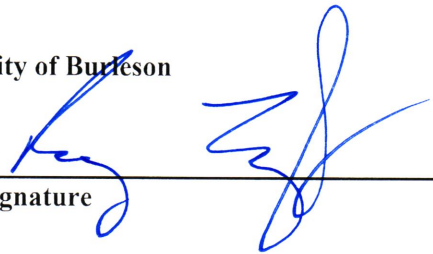
**HUB International:**  
Brent Weegar  
Senior Vice President  
10000 N. Central Expwy., Suite 1100  
Dallas, TX 75231

- 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. City 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 City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of HUBs' 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 Johnson, 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** - City 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 City'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 Johnson County, Texas.
- XVII. GOVERNMENTAL IMMUNITY** – Nothing contained in this Agreement shall be construed as a waiver of the City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to the City by law, except to the extent expressly provided or necessarily implied herein.

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

**City of Burleson**

  
\_\_\_\_\_  
Signature

Bryan Langley  
\_\_\_\_\_  
Print

City Manager  
\_\_\_\_\_  
Title

1/18/22  
\_\_\_\_\_  
Date

**HUB International**

  
\_\_\_\_\_  
Signature

Brent Weegar  
\_\_\_\_\_  
Print

Senior Vice President  
\_\_\_\_\_  
Title

January 7, 2022  
\_\_\_\_\_  
Date



## **‘EXHIBIT A’**

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### **SCOPE OF SERVICES**

1. Review and evaluate the effectiveness of the current benefits program in terms of quality of services provided, cost effectiveness, competitiveness, and plan administration on an annual basis;
2. Assist in developing long-term strategies for employee and retiree benefit plans, including, but not limited to, consideration of possible alternatives such as deductibles, cost of coverages offered, and other options to optimize premium savings;
3. Assist the City with semi-annual claims analysis to monitor plan effectiveness and possible changes in design;
4. Provide coverage recommendations to City and write coverage program specifications;
5. Prepare competitive solicitation packets that will be released by the City’s Purchasing Department for the City’s insurance benefit needs;
6. Analyze proposals received for coverages and prepare side-by-side spreadsheet analysis comparing the costs of new proposals to the current contracts;
7. Review proposed policies, contracts or agreements when received from carrier(s) and audit contracts for accuracy of coverage, terms and conditions;
8. Coordinate carrier interviews, if necessary;
9. Recommend carriers and assist in selection, including the preparation of a report with recommendations for renewal of the coverage and applicable premiums for the coverage (the final bid recommendations must be available for approval at a time determined by the City);
10. Complete final negotiations with selected carrier(s), including possibly the need for biometric screenings with the health care insurance carrier;
11. Develop and recommend funding requirements, COBRA rates, and other alternatives;
12. Assist in the development of the specifications for claims history reports that will be needed and coordinate claim reporting data accordingly with the carrier(s);
13. Assist in the overall administration of the insurance program, including, but not limited to, responding to coverage questions throughout the year, auditing invoices, monitoring claims history, and coordinating as may be needed communications between City and carrier(s);
14. Provide a quarterly status review of the plans in a consolidated report to the City, including the following: analysis of claims history and insurance utilization, employee benefit issues, trends, and proposed or new legislation;



15. Assist in complying with open enrollment communication, legislative updates, IRS Forms, Equal Employment Opportunity reports, Affordable Care Act;
16. Assist City with recommendations to improve the City's Benefit & Wellness Program.
17. Provide annual OPEB actuarial calculation services for the City.

## **Services Agreement Between**

### **City of Burleson, Texas And HUB International Texas For Actuarial Consulting Services**

THIS AGREEMENT to provide actuarial consulting services for the City of Burleson, Texas, dated as of January 18<sup>th</sup>, 2022 (the 'Commencement Date'), is hereby entered by and between **City of Burleson, Texas** [herein called 'the City'], and **HUB International Texas** (herein called 'HUB').

#### **ATTESTED:**

WHEREAS, the City desires assistance actuarial services for their retiree medical benefit plans and OPEB trust; and

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

WHEREAS, the City desires to engage HUB to provide actuarial services for the City's retiree medical plan;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, along with other good and 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 City. 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 always remain an independent contractor with respect to the service to be performed under this Agreement. the City shall be exempt from payment of unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance, as HUB is an independent contractor.
- 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:** The City agrees to pay HUB \$10,000 for the GASB 75 valuation for the fiscal year ending September 30, 2022. Furthermore, for any year in which a roll-forward valuation is needed and only the discount rate or mortality assumptions need to be updated, the City agrees to pay HUB \$3,000.

If there are additional assumptions updated beyond the discount rate and/or mortality rates the City will pay HUB no more than \$4,000 (the price will be negotiated and agreed upon by both parties in advance of any work being completed).

- IV. TIME OF PERFORMANCE:** This agreement is for two two-year terms (4-years total).
- V. EMPLOYEES:** HUB employees that perform services for the City under this Agreement shall also be bound by the provisions of this Agreement.
- VI. ASSIGNMENT:** This Agreement may not be assigned without the prior written consent of the City.
- VII. NOTICES:** Communication and details concerning this Agreement shall be directed to the following contract representatives:

**City of Burleson, Texas:**

Bryan Langley  
City Manager  
141 W Renfro Street  
Burleson, Texas 76028-4296

**HUB International Texas:**

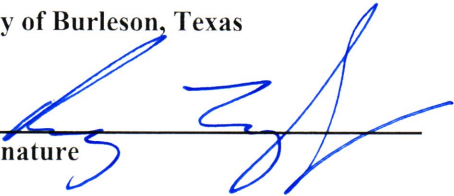
Mark Guajardo, ASA, FCA, MAAA  
Consulting Actuary and Director of Analytics  
10000 North Central Expressway, Suite 1200  
Dallas, TX 75231

- 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. HOLD HARMLESS:** HUB shall hold harmless, defend and indemnify the City from any 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.
- X. 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.
- XI. ENTIRE AGREEMENT:** This agreement contains the entire agreement of the parties, with respect to the subject matter herein, and there are no other agreements whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.
- XII. AMENDMENTS:** The City 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.
- XIII. 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.
- XIV. APPLICABLE LAW AND VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. The parties hereby irrevocably consent to the exclusive jurisdiction and venue of the courts of Texas for the purposes of all legal proceedings arising out of or relating to this Agreement, or the actions that are contemplated hereby.



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

**City of Burleson, Texas**

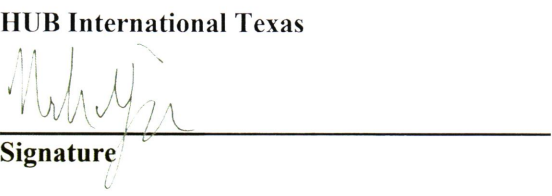
  
\_\_\_\_\_  
**Signature**

Bryan Langley  
**Print**

City Manager  
**Title**

1/18/22  
**Date**

**HUB International Texas**

  
\_\_\_\_\_  
**Signature**

Mark Guajardo  
**Print**

Consulting Actuary and Director of Analytics  
**Title**

January 7, 2022  
**Date**

## **‘EXHIBIT A’**

### **SCOPE OF SERVICES**

#### **1. Actuarial Valuation under GASB 75**

Evaluate using a measurement date of September 30, 2022, the current plan design and actuarial assumptions being used for GASB 75 reporting purposes

- a. For fiscal year ending 2022, develop GASB 75 liabilities and costs using a valuation date of October 1, 2021, agreed upon actuarial assumptions with any applicable changes, and submit a signed actuarial valuation report to incorporate into the City’s September 30, 2022, CAFR
- b. Present results to the City via conference call, as requested, for each actuarial valuation
- c. Assist with audit support, as needed

#### **2. Roll-Forward Valuation under GASB 75 (a full valuation is required at least every two years)**

Using a measurement date of September 30, 2023, use the prior year’s valuation liabilities projected forward to the measurement date as the basis for the FYE 2023 financial results (with updates to the assumed discount rate and/or mortality table basis, if applicable).

*Note, a roll-forward valuation can only be used in an interim year given the following three criteria are satisfied:*

- a) *There have been no material changes in the plan design, including retirement eligibility requirements, since the last valuation of the plan*
- b) *There have been no material changes in the demographics since the last valuation of the plan*
- c) *The actuarial assumptions used in the prior valuation are still reasonable*

This implicitly assumes there have been no applicable changes in the accounting standard, or in government regulations, since the prior valuation

#### **3. Out-of-Scope Consulting Services**

For any requests made by the City which fall outside of the Scope of Services, as detailed herein, the City agrees to pay HUB using an hourly rate basis of \$500 per hour. Examples of the out-of-scope services include attendance at Retirement Committee meetings, strategy meetings with City Government executives, discussions with the prior actuary to ensure we can match the prior year’s financial results within an acceptable margin, or ad hoc consulting with respect to pricing plan design alternatives. The scope of any out-of-scope work will be detailed before any work is completed and no fees will be incurred until both parties agree to the scope and fee estimates (in the event actual costs differ from estimated costs, variances will be detailed and submitted to the City)

*Should the City prefer in-person meetings at a future date when travel resumes, applicable transportation costs and associated expenses will be charged separately.*

***For the second term of this contract, the above dates will be brought forward two years such that FYE 2022 becomes FYE 2024 and FYE 2023 becomes FYE 2025.***

**City of Burleson  
Addendum to Vendor's Contract  
Additional Provisions**

**Vendor Name:** HUB International

**Vendor Address:** 1000 North Central Expressway, Suite 1200, Dallas, Texas 75231

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

***Additional Provisions***

1. Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
  - i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
  - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
  - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
  - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
  - v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
  - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
  - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
  - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.



- ix. Obligating City to pay costs of collection or attorneys' fees.
  - x. Requiring City to provide warranties.
  - xi. Obligating City to indemnify, defend or hold harmless any party.
  - xii. Granting a security interest in City's property or placing a lien on City's property.
2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the State of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice. Vendor agrees that, to the extent Vendor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Vendor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Vendor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.
3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
4. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement

can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. Force Majeure. Neither party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
9. Entire Agreement. This Addendum and the Vendor's Contract Form constitute the entire Agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
10. Savings Clause. If a court of competent jurisdiction finds any provision of this Addendum and the Vendor's Contract Form illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
11. Conflicts Of Interest. By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
12. Anti-Boycotting Provisions. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
  - i. Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
  - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
  - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
13. Contractor Certification Regarding Business With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor



(1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

14. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.
15. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.
16. **Conflict.** In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:

By: 

Printed: Bryan Langley

Title: City Manager

Date: 1/18/22

For the Vendor: HUB International Texas

By: 

Printed: Brent Weegar

Title: Senior Vice President

Date: 1/7/2022