Client Services Agreement

The City of Burleson, Texas and Lockton-Dunning Series of Lockton Companies, LLC

This Client Services Agreement (hereinafter referred to as the "Agreement") made and entered into effective as of **January 1, 2026** (the "Effective Date"), by and between **The City of Burleson, Texas** having offices at 141 W. Renfro Street, Burleson, Texas 76028-4296 (hereinafter referred to as "Client") and **Lockton-Dunning Series of Lockton Companies, LLC**, having offices at 2100 Ross Avenue, Suite 1200, Dallas, Texas 75201 (hereinafter referred to as "Lockton").

Client wishes to procure certain services that can be performed by Lockton; and Lockton can provide and desires to render to Client such services; and

The parties agree that it would be to their mutual advantage to execute this Agreement and thereby define the terms and conditions that shall control the rendering of services provided to Client by Lockton.

Now, therefore, in consideration of the foregoing recitals, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. Service Period

This Agreement will be in effect from the Effective Date above for a period of thirty-six (36) months (the "Initial Term"). Subject to the mutual written agreement by and between Lockton and Client, this Agreement can be extended for additional annual periods.

II. Service Compensation

A. Services provided by Lockton as set forth in Addendum A will be performed for annual compensation in the amount of $96,000.00 ("Fee"), to be invoiced monthly.

- Payment of all invoices submitted under this Agreement will be made within thirty (30) days.
- Following the Initial Term, the Fee payable under this Agreement shall be subject to adjustment on an annual basis with the first such adjustment to occur on the one-year anniversary of the Effective Date of this Agreement and annually thereafter (each an "Adjustment Date"). The Fee adjustment shall relate directly to changes in the Consumer Price Index for All Items, Not Seasonally Adjusted as published by the Bureau of Labor Statistics (CPI Home : U.S. Bureau of Labor Statistics (bls.gov)). The adjusted Fee shall become effective on each Adjustment Date and shall remain in effect until the next Adjustment Date. Notwithstanding, to protect both parties from extreme fluctuations in the CPI, each annual adjustment to the Fee shall in no event increase less than 3% and no greater than 8%.

B. In addition to the Fee, Client acknowledges that commissions may be paid by insurance companies, other intermediaries, or third parties ("Commissions") for the placement and/or renewal of insurance products by Lockton as set forth in Addendum A to this Agreement. Client consents and agrees to Lockton's ability to receive Commissions under all circumstances.

C. Client further acknowledges that Lockton may receive certain incentive compensation including contingency payments, overrides, and bonuses as a result of being Client's insurance broker (collectively, "Additional Compensation"). Client consents and agrees to Lockton's ability to receive such Additional Compensation under all circumstances.

D. Client further acknowledges that the IAS Series of Lockton Specialties, LLC ("IAS") has or will perform services as set forth in Addendum A specific to life, disability and leave administration. IAS may be entitled to receive certain compensation from the applicable carrier attributable to these services provided to Client or on Client's behalf ("IAS Fee"). Client agrees the IAS Fee is reasonable based on the services being provided by IAS.

E. Client further acknowledges that Lockton may receive fees, commissions, or other forms of compensation (collectively, "Vendor Management Fees") for the performance of certain core and/or optional services listed in Addendum A. Client consents and agrees to Lockton's ability to receive such Vendor Management Fees under all circumstances.

F. Lockton hereby agrees to disclose the compensation amounts of Commissions, Additional Compensation, IAS Fees and Vendor Management Fees to Client on an annualized basis during the term of the Agreement.

III. Services

A. It is hereby understood and agreed that in consideration of the compensation set forth above, Lockton will provide the consulting services outlined in Addenda A, which is attached to and made part of this Agreement. In the event Client: 1) requests that Lockton place coverage on any additional line(s) of business; 2) requests that Lockton provide other services beyond those set forth in Addenda A; or 3) makes an acquisition or otherwise experiences growth such that the level and/or scope of services needed by Client shall significantly exceed the level of services as contemplated at the inception of this Agreement, Client and Lockton agree to review in good faith the additional services required and increase the Fee set forth herein or agree to other compensation (such as commissions on additional placements) in addition to the Fee. Such additional compensation shall be set forth in a written and signed addendum pursuant to Section VI.D. of this Agreement.

B. When in Lockton's professional judgment it is necessary or appropriate, Lockton may utilize the services of intermediaries or other appropriate outside vendors to assist in the servicing and marketing of Client's employee benefit programs. However, this may only be done after consultation with Client. Such intermediaries may or may not be affiliates of Lockton. Lockton will advise Client whether any such intermediary is an affiliate of Lockton. Under all circumstances, any and all compensation earned by any intermediary or outside vendor shall be in addition to the compensation paid to Lockton as described herein.

C. **Modeling and Analytics Services.** Lockton provides various modeling and/or data analytics services to its clients ("Modeling and Analytics Services") and may provide such services to Client. Client authorizes Lockton to 1) disclose information it receives from Client, its insurers and/or third-party administrators to Lockton's affiliates, parents, employees, and/or to third parties as necessary to perform such Modeling and Analytics Services, and 2) contribute such information to benchmarking databases created by or for Lockton to facilitate the creation of analytic reports for its clients, provided that such reports shall not include any information that personally identifies Client or its employees.

Modeling and Analytics Services will be based upon a number of assumptions, conditions and factors, as well as information provided by third parties. If any such information provided to or utilized by Lockton is inaccurate, incomplete or should change, the Modeling and Analytics Services provided by Lockton could be materially affected. As Modeling and Analytics Services are subject to inherent uncertainty and involve variables beyond Lockton's control, actual results may differ materially from Lockton's projections. The parties agree that Lockton shall have no liability to Client if 1) Lockton is provided inaccurate or incomplete information, or 2) actual results differ from Lockton's projections. Modeling and Analytics Services do not constitute, and are not intended to be a substitute for, independent actuarial, accounting or tax advice.

IV. Termination of Services

Client or Lockton may terminate this Agreement at any time with sixty (60) days written notice to the other party. Should Client terminate Lockton or designate an entity or individual other than Lockton as its agent of record at any time subsequent to the date of this Agreement, Lockton shall immediately cease providing services under this Agreement and will assist in the transition to a new broker/consultant. In such event, Lockton shall bill Client for the Fee relating to Services provided up to the effective date of termination on a pro rata basis in accordance with the compensation terms of this Agreement. Moreover, Lockton shall be entitled to receive all Commission and Additional Compensation income earned up to the effective date of termination.

V. Confidentiality

A. **Confidential Information.** Lockton and Client acknowledge that the nature of Lockton's services provided to Client may result in either party (the "Disclosing Party") disclosing to the other party (the "Receiving Party") certain of Disclosing Party's information ("Information"), some of which may be of a confidential or proprietary nature. Client acknowledges and consents to Lockton's use and disclosure of information in the course of performing marketing, services, claims handling, risk management and/or insurances renewal services for Client. For purposes of this Agreement, Information shall mean any and all nonpublic information provided to the Receiving Party, which may include the Disclosing Party's product, marketing, pricing or financial strategies; customer information; carrier rate and discount data; employee information; proprietary business processes or technologies; financial information and/or trade secrets.

B. **Exclusions.** Information shall not include any information that: 1) is or becomes publicly known and generally available in the public domain through no wrongful action or disclosure by the Receiving Party; 2) becomes known by the Receiving Party without any obligation to hold such information in confidence; 3) is received from a third party without similar restrictions known to the Receiving Party; 4) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Information; or 5) The Receiving Party is required by law, regulation, summons, subpoena or similar judicial, regulatory or administrative order or proceeding to disclose, but only to the extent and for the purpose of such required disclosure, provided the Receiving Party, unless prohibited by law, gives the Disclosing Party prompt written notice of such required disclosure to enable the Disclosing Party to pursue protective measures.

C. **Receiving Party's Confidentiality Duties.** In consideration of the Disclosing Party's disclosure of Information to the Receiving Party, the Receiving Party hereby agrees as follows:

1. The Receiving Party shall take all reasonable steps to protect the confidentiality of the Information, and shall not use the Information for any purpose other than the advancement of the services contemplated herein.

2. The Receiving Party shall not, without the prior written approval of the Disclosing Party, publish or disclose to others any of the Information, except that Client expressly authorizes Lockton to disclose Client's Information to underwriters, insurers, insurance-related intermediaries and/or other third parties as necessary for the purpose of providing the services contemplated herein.

3. The Parties acknowledge that any unauthorized disclosure or use of the Information in violation of this Agreement by a Receiving Party may cause the Disclosing Party irreparable harm, and that money damages alone, the amount of which might be difficult to ascertain, might be an inadequate remedy and, therefore, agree that the Disclosing Party shall have the right to seek injunctive relief in addition to any other remedies otherwise available to the Disclosing Party at law or in equity.

4. At the Disclosing Party's written request, the Receiving Party shall return to the Disclosing Party any and all records or documents constituting the Information, except that the Receiving Party shall be permitted to retain an archival copy of the Information pursuant to its record retention and regulatory and legal compliance requirements. If return of the Information is not feasible, the Receiving Party shall maintain the Information pursuant to the terms and conditions of this Agreement.

VI. General Conditions

A. Client shall provide Lockton with reasonable cooperation and assistance necessary for Lockton to fulfill its responsibilities to Client pursuant to the terms of this Agreement, including, without limitations, copies of all documents reasonably requested by Lockton and the cooperation of and access to certain of Client’s personnel.

B. The services of Lockton shall be performed in a professional manner for the Client. More specifically, Client and Lockton agree that for the purposes of providing its services under this Agreement, Lockton shall at all times: (1) exercise a duty of care, skill, prudence and diligence under the circumstances prevailing that a prudent person acting in a like capacity and familiar with Client’s benefits program would use in the discharge of Lockton’s services, (2) exercise a duty of good faith and fair dealing, (3) act in Client’s best interest and to put Client’s interest ahead of its own, (4) fully and fairly disclose all material facts relating to its vendor or other third-party business relationships and compensation arrangements, (5) exercise a duty of care, and (6) provide impartial and honest advice. Client acknowledges and agrees that Lockton will not be acting as a fiduciary pursuant to ERISA or applicable law.

C. To the extent permitted by law, Lockton agrees to offer a performance guarantee for Client, whereby Lockton agrees to put 25% of its Fee at risk contingent upon Client’s subjective evaluation of Lockton’s performance. In the event Client pays compensation directly to Lockton in the form of fees, Lockton agrees to put its fees directly at risk. In the event Lockton is compensated in the form of Commissions paid by insurance companies, other intermediaries, or third parties, Lockton shall credit the amount at risk against future Commissions. Thus, Lockton agrees that it will seek to have future placements made net of base Commissions and/or return Commissions directly to the insurance company, other intermediary, or third party, to the extent permitted by applicable law, until the amount at risk has been recovered.

D. Neither party shall assign the rights nor duties herein set forth without the prior written consent of the other party.

E. The terms and conditions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof. This Agreement shall not be amended except by a written amendment signed by both parties, and no promises, agreement, or representations not herein set forth shall be of any force or effect between them. This Agreement shall serve to terminate and supersede all agreements and undertakings heretofore entered into between the parties on subjects covered by this Agreement.

F. Lockton and Client shall indemnify, defend, and hold one another, their directors, officers, employees, agents, and representatives harmless from and against any and all claims, damages, losses, or expenses (including such parties' reasonable attorney, accountant, and expert witness fees and costs) incurred by one party as the result of (i) a material breach by the other party of any of its obligations under this Agreement or (ii) any willful or negligent conduct of the other party.

G. Any and all disputes between the parties arising out of or relating to this Agreement or the services provided pursuant to this Agreement shall be adjudicated and resolved exclusively through binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in effect at the time such arbitration is initiated. Any arbitration hereunder shall be conducted in Kansas City, Missouri, and the decision of the arbitrator shall be final and binding upon all parties. An arbitrator's decision may be recorded and registered as a judgment in any jurisdiction in which the party against whom the arbitration award is rendered has assets in order for the prevailing party to collect any amounts due hereunder. Each party shall be responsible to pay its own arbitration filing fees, arbitrator fees, attorney fees, and other related administrative costs and expenses incurred in the course of prosecuting or defending a claim in arbitration.

H. IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOST BUSINESS), ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHER LEGAL THEORY. IN ANY EVENT, THE LIABILITY OF ONE PARTY TO THE OTHER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO TEN MILLION DOLLARS ($10,000,000.00). THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION SHALL NOT APPLY TO: 1) ANY DAMAGES AWARDED IN CONJUNCTION WITH A FINAL JUDICIAL DETERMINATION OF FRAUD OR GROSS NEGLIGENCE OR 2) PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENT, WILLFUL OR INTENTIONAL ACTS OF A PARTY OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS. REFERENCES TO A PARTY IN THIS SECTION INCLUDE SUCH PARTY'S DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AGENTS AND DOMESTIC AND INTERNATIONAL AFFILIATED ENTITIES.

I. Client shall be solely responsible for the accuracy and completeness of all information furnished to Lockton and/or to underwriters, insurers, insurance-related intermediaries and/or other third parties as necessary for the services contemplated herein. Lockton shall not be responsible for independently verifying the accuracy or completeness of any information that Client provides, and Lockton shall be entitled to rely on such information. Lockton shall have no liability for any errors, deficiencies or omissions in any services provided to Client, including the placement of insurance on Client's behalf, that are the result of, arise from, or are based, in whole or in part, on inaccurate or incomplete information provided to Lockton. Client understands that the failure to provide accurate and complete information to an insurer, whether intentional or by error, could result in the denial of claims or rescission of coverage altogether. Client will review all policy documents provided to Client by Lockton and shall inform Lockton of any inaccuracies, deficiencies or discrepancies contained therein.

J. Lockton is not obligated to utilize any particular insurer. In addition, Lockton is not authorized to make binding commitments on behalf of any insurer, except under certain circumstances which Lockton shall endeavor to make known to Client. Lockton shall not be responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or other financial obligations. Lockton does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to Client. Lockton will not take any action to replace Client's insurers unless Client instructs Lockton to do so.

K. Any reports or advice provided by Lockton should not be relied upon as accounting, legal, actuarial or tax advice. In all instances, Lockton recommends that Client seek independent advice on such matters from professional accounting, legal, actuarial and tax advisors.

L. Lockton will not be responsible for the adequacy or effectiveness of any insurance programs or policies implemented or placed by another broker, including, without limitation, any acts or omissions occurring prior or subsequent to Lockton's engagement.

M. Any communication or notice required or which may be given hereunder shall be addressed to Client and to Lockton at their addresses set forth in the preamble hereof.

N. This Agreement shall be governed for all purposes by the laws of the state of Texas.

In witness whereof, the parties hereto have executed the Agreement as of the day and year first written above.

Lockton-Dunning Series of Lockton Companies, LLC

DocuSigned by:

BY: Lisa Bordelon
44D2BC617D2F41B... **DATE:** 10/14/2025

The City of Burleson, Texas

BY: ______________________ **DATE:** __________

Addendum A

SCOPE OF SERVICES

Services	*Frequency*
Client Onboarding	
Data collection Develop client-specific service calendar	At Engagement
Strategic Planning & Program Design	
Establish goals for benefit plans and total rewards programs	Annually
Review workforce needs and trends to develop a benefits program that supports client's overall business objectives	Annually
Compare client's current benefits program to national and peer group benchmarks	**Annually**
Conduct situational analysis and identify opportunities to: • Contain costs • Optimize vendor network • Create an equitable employee/employer cost structure • Optimize member utilization • Identify operational/administrative inefficiencies and gaps	Annually
Review current and alternative health and welfare delivery models and funding methodology	Annually
Develop recommended plan design alternatives	Annually
Contribution modeling for employees and employer	Annually
Benchmarking	
Utilize the most relevant survey tools including: • Lockton's Book of Business medical plan design, contribution and costs survey	Annually

• Lockton's National Survey • Publicly available surveys with Public/Private and Industry cuts • Industry group surveys	
Implementation	
Management of vendor implementations, plan design document reviews and coordination between the client and vendor	As Needed
Financial Management and Reporting	

Monthly Financial Reporting:
• Paid claims
• Enrollment
• Actual plan expenses compared to budget (Self-funded only)
• High claimant activity
    o (Medical / Pharmacy only)
• Aggregate stop loss analysis including paid loss ratio and aggregate loss ratio (Self-funded only)
    o (Medical / Pharmacy only, as applicable)
	Monthly

Actuarial Services	
Enrollment migration modeling Plan design change valuation Medicare Part D Creditable Coverage Determination by plan IBNR calculations (Self-funded only)	Annually
Clinical and Precision Health Services	
Industry best-practices and recommendations for population health Vendor assessment & ongoing management Recommend interventions to contain / reduce cost (Self-funded only) Infolock Data Warehouse & Intelligence (Self-funded only)	Ongoing

Health & Welfare Compliance Services	
Annual compliance calendar	Annually
Compliance Alerts, newsletters and employer guides	Ongoing
Periodic topical webcasts and seminars	Ongoing
Prepare and provide for current and future plan years Form 5500 in a signature-ready format (fulfilled by a third-party vendor)	Annually
Review SPDs and benefit summaries for accurate terms, plan requirements and plan design	As Requested
Mineral Platform • HR & Compliance platform with access to resources and information for HR Managers	Ongoing
Communication Services	
Employee Benefits Communications template-driven documents: • Employee Benefit Guide or Benefit Highlights Brochure • PowerPoint presentation for employee meetings • Vendor contact card • Annual enrollment postcard • Annual enrollment posters • Home mailers • Employee new hire guide • Access to employee benefits education video library Edits fulfilled through Workfront system; up to 6 rounds of revisions included Printing and shipping of materials at a pass through cost	Annually; Service offering includes up to 4 documents, and 4 variations of each document
Support Open Enrollment Preparation and Education Open enrollment and new hire videos through Acolyte, an AI-based technology that produces interactive micro-learning videos	As necessary

One (1) digital Acolyte avatar created via Client self-service process One (1) Open Enrollment and one (1) New Hire journey Open Enrollment journey may include an "Open Enrollment is Coming" video if desired Open Enrollment and New Hire Video may contain up to ten (10) Chapters Videos may be provided in English and Spanish Up to 3 rounds of script reviews included Video development may take up to six (6) weeks Finalized benefit guide must be provided two (2) weeks in advance of Open Enrollment start date Option for direct-to-employee distribution by Acolyte via SMS/Email (Client to provide complete employee contact data) Host up to four (4) virtual Open Enrollment education Q&A sessions for employees <u>Client is responsible for</u>: • Providing a Client representative to be a Digital Acolyte avatar or to select a Library Digital Acolyte avatar in place of their representative • Providing key milestone dates for planning purposes (open enrollment windows & renewals) • Providing Client branding guides and benefit plan information to be incorporated into videos ○ If providing assets to be used, all licensing must be transferrable • Meeting key milestone dates for data submission and script reviews • Providing accurate employee contact information (mobile phone numbers & emails) of its employees who have consented to receive these communications related to benefits enrollment/administration and Acolyte's	

services for Acolyte to send stories or a mechanism to distribute the stories via employer's HR department (if desired) • obtaining from its employees and participants all applicable consents and authorizations required to facilitate such communications and Acolyte services. Providing a separate list which includes any employee, along with the related phone number, who has opted out of receiving communications via phone, text or instant message, or whose name and telephone number appears on a federal and/or state Do Not Call registry.	
Ongoing Service & Vendor Management	
Regularly scheduled virtual calls to review open items and projects	Monthly
Facilitate service meetings with vendors to address issues/problems and measure results against performance standards	As necessary
Provide assistance in resolving in scope Health & Welfare vendor service issues	Ongoing and As Requested
Stop Loss and Complex Claim Management (Self-Funded Only)	
Renewal, marketing / placement and implementation	Annually
Ongoing Management • Ongoing monitoring of stop loss reporting for cost-savings opportunities • Ensure timely claim reimbursement • Provide year-end reconciliation of excess claims	Annually
Renewal, Marketing and Vendor Selection	
Request, coordinate and negotiate marketing activities with applicable vendors: • Medical • Dental • Vision • Pharmacy • Life and AD&D	As necessary

• Absence and Disability through Lockton's Integrated Absence Solutions practice (IAS) • Voluntary Benefits • Other ancillary lines (as applicable)	
Request, coordinate and negotiate renewal activities with applicable vendors	As Necessary
Prepare and present a detailed marketing and renewal report that would include: • Total and itemized cost results • Rate guarantees • Network discount analysis • Provider disruption analysis • Service capabilities • Performance guarantees • Benefit designs and variances • Executive summary of final decisions including cost analysis associated with program and / or price changes	As Necessary
Employee Advocacy Call Center (Lockton On Call) 7 a.m. to 6 p.m. CT, Monday-Friday. Answer general employee benefits questions at time of hire and provide QLE inquiry support throughout the year and during annual enrollment (benefit design, deductibles, copays, rates, how to find an in-network provider, EOB reviews). Assist with medical bill review and claim advocacy/resolution. Cost estimates for procedures and care based on network rates and full case costs if given access to carrier tools. Included Lockton Nurse Advocate offers 1:1 coaching sessions for employees with chronic conditions, new diagnoses and prescription questions.	As Necessary
Benefit Administration System (Employee Navigator) Services may be provided by Lockton or 3rd party vendor	As Necessary

OPTIONAL SCOPE OF SERVICES

*Optional Services**
M&A Due Diligence
Collective bargaining support
Lockton survey
People Data Analytics Consulting • Employee Sentiment Analysis • Employee Surveys • Employee Listening Exercises • Employee Personas • Benchmarking Services • Employee Data Analytics
Compensation Consulting Services
Human Capital Advisory and Consulting • Diversity, Equity, and Inclusion Consulting
Strategic Communication Consulting Services • Communication Research & Analytics • Marketing & Communication Campaigns • Digital Marketing & Communications • Employer / Benefits Branding & Messaging • Communication Consulting • Communication Work Plan/Playbook • Ongoing Marketing & Communications • C-Suite / Executive Communications
Additional Communications Services • Annual enrollment videos

• Employee benefit statements • Employee recruiting guide • Custom benefit guide • Translation services for communication materials • Conduct on site annual enrollment presentations • Mobile-friendly communication materials • Coordinate distribution/printing of communication materials
HR Outsourcing • Augment client HR teams • Benefits administration • Retirement plan administration • Compensations outsourcing • Absence management administration • HR practice administration • Well-being program strategy and administration
Executive benefits consulting
Retirement consulting services
Global benefits consulting services
Auditing Services
Data Science consulting
Property and casualty / Risk management
Enhanced Clinical consulting
Third party Consulting Support / Oversight
Onsite Clinic Assessments
Excelsior Pharmacy Services

**May require additional charges*

BURLESON TEXAS | Purchasing

City of Burleson
Addendum to Vendor's Contract
Additional Provisions

Lockton-Dunning Series of Lockton Companies, LLC
2100 Ross Avenue, Suite 1200
Dallas, TX 75201

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 City 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.

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 for Convenience. The City or Vendor may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

6. 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.

7. 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.

8. 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.

9. Entire Agreement. This Agreement constitutes 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 Agreement 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, Vendor and each person signing on behalf of Vendor 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. STATUTORY TITLE VI CLAUSES. During the performance of this contract, the Vendor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Vendor") agrees as follows:
    i. Compliance with Regulations: The Vendor (hereinafter includes Vendors) will comply with the Acts and the Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
    ii. Non-discrimination: The Vendor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Vendor will not participate directly or indirectly in the discrimination

prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

iii. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Vendor of the Vendor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

iv. Information and Reports: The Vendor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Vendor is in the exclusive possession of another who fails or refuses to furnish the information, the Vendor will so certify to the Recipient or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

v. Sanctions for Noncompliance: In the event of a Vendor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- withholding payments to the Vendor under the contract until the Vendor complies, and/or

- cancelling, terminating, or suspending a contract, in whole or in part.

vi. Incorporation of Provisions: The Vendor will include the provisions of §12(i)-12(v) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Vendor will take action with respect to any subcontract or procurement as the Recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Vendor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Vendor may request the United States to enter into the litigation to protect the interests of the United States.

vii. During the performance of this contract, the Vendor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Vendor") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964,

- The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Vendors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

14. Vendor 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.

15. 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.

16. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.

17. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund. This shall survive the termination of the Agreement.

18. 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.

19. Counterparts; PDF Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

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

City of Burleson, Texas:	**Lockton-Dunning Series of Lockton Companies, LLC:**
BY:	**BY:** DocuSigned by: Lisa Bordelon 44D2BC617D2F41B...
NAME:	**NAME:** Lisa Bordelon
TITLE:	**TITLE:** Executive Vice President
DATE:	**DATE:** 10/14/2025

LOCKTON
Lockton Dunning Benefits
UNCOMMONLY INDEPENDENT

Addendum 1 to the Client Services Agreement

THIS **ADDENDUM 1 TO THE CLIENT SERVICES AGREEMENT** (the "Addendum 1"), effective as of **January 1, 2026 (**the "**Effective Date**"), is by and between **The City of Burleson, Texas** having offices at 141 W. Renfro Street, Burleson, Texas 76028-4296 (hereinafter referred to as "Client") and **Lockton-Dunning Series of Lockton Companies, LLC** having offices at 2100 Ross Avenue, Suite 1200, Dallas, Texas 75201 (hereinafter referred to as "Lockton").

W I T N E S S E T H:

WHEREAS, Client and Lockton entered into a Client Services Agreement (the "Agreement"), effective as of January 1, 2026 and

WHEREAS, Client and Lockton have agreed to supplement the Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Services

The following services listed in this Addendum 1 will be provided to Client by Lewis and Ellis, LLC ("L&E") beginning on the Effective Date. The services added are outlined in Annex A-1. Client agrees that these services are being provided by L&E and not Lockton, therefore Lockton disclaims any liability associated with the L&E services hereunder.

II. Service Compensation

Coordination of the services provided by L&E to Lockton's Client as set forth in this Addendum 1, Annex A-1 will be performed for compensation in the amounts outlined below, to be paid on the following payment terms:

A. Consideration:

In consideration of coordinating the Services set forth in this Addendum 1, Annex A-1, Lockton shall be entitled to the following fees:

I. Postretirement Programs Under GASB 75 Standards: The services are performed for a fixed fee of $7,200 for plan year 2026, $3,200 for plan year 2027, and $7,200 for plan year 2028.

B. Payment Terms:

I. The service fees will be billed to Client at a direct pass-through cost.

III. Term/Termination of Services

A. The duration of performance of services under this Agreement commences on the Effective Date and terminates after the completion of services in Annex A-1. The Addendum 1 may be extended, and a new agreement established based on business needs.

Annex A-1

STATEMENT OF WORK

IV. Postretirement Programs Under GASB 75 Standards

A. The services involve valuing the City's postretirement insurance program under GASB 75 standards.

i. Plan Year 2026 valuation (for FY Ending 9-30-2026)-Full Update-Work done in 2026
ii. Plan Year 2027 valuation (for FY Ending 9-30-2027)-Interim Year-Work done in 2027
iii. Plan Year 2028 valuation (for FY Ending 9-30-2028)-Full Update-Work done in 2028

In witness whereof, the Parties hereto have executed the Addendum 1 as of the day and year first written above.

Lockton-Dunning Series of Lockton Companies, LLC

DocuSigned by:
Lisa Bordelon
44D2BC617D2F41B...

BY: ______________________ **DATE:** 10/15/2025

The City of Burleson, Texas

BY: ______________________ **DATE:** ___________