

Agreement Between
City of Manor and HUB International
For
Benefits Consulting Services

THIS AGREEMENT BETWEEN CITY OF MANOR AND HUB INTERNATIONAL FOR BENEFITS CONSULTING SERVICES (the "Agreement"), entered into the 20th day of March 2024, by and between **the City of Manor**, a home-rule Texas Municipal Corporation (the "CITY") and HUB International ("HUB") to provide health and welfare consulting services for the Employee Benefits Program of the City.

WITNESSETH:

WHEREAS, the CITY needs 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:

- 1. 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. 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.
- 2. 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"** (the "Scope of Work").
- 3. TERMS AND CONDITIONS** – Should any term or condition that appears in the Scope of Work contradict or is not consistent with any term of this Agreement, the terms and conditions of this Agreement shall supersede and control over the term's conditions in the Scope of Work. As a condition of this Agreement, HUB understands and agrees the City is a municipal corporation of the State of Texas and is bound by certain statutory requirements and limitations when contracting for services. The terms of this Agreement are required to create a binding and legal agreement with the City.

4. **COMPENSATION** – In consideration of the services performed by HUB, the City agrees to authorize the payment of commissions by the insurance carriers to HUB as payment in lieu of a fee paid by the City. HUB agrees that the City shall not be responsible for any fees or payment for services rendered by HUB under this Agreement and shall only receive compensation from the insurance carriers.
5. **TIME OF PERFORMANCE** – The initial term of this Agreement is for (1) year from March 20, 2024, through March 31, 2025. This Agreement may be renewed and extended annually, by mutual consent of both parties for (2) additional (1) year terms for a total of (3) years. Either party may terminate this Agreement at any time upon giving sixty (60) days' written notice of its intention to do so. Any increase or change in compensation for subsequent terms under this Agreement must be detailed in an amendment to this Agreement and shall be subject to the annual budget appropriation of the City Council of the City and the City's budget reconciliation process.
6. **EMPLOYEES** – HUB employees, if any, who perform services for the CITY under this Agreement shall also be bound by the provisions of this Agreement.
7. **WARRANTY AND DEGREE OF CARE** – HUB WARRANTS THAT ALL SERVICES PROVIDED BY HUB SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT CONTRACTORS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES CONTEMPLATED HEREUNDER.
8. **Confidentiality and Ownership of Documents** – HUB shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City. Upon completion of Services and payment of the Compensation owed, all documents created for the City pursuant to this Agreement shall be the property of the City and shall be provided to the City by HUB upon request by the City.
9. **Non-Discrimination** – HUB hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.
10. **Indemnification** – HUB shall indemnify, defend, and hold harmless the City and its officers, agents, and employees against all claims, suits, demands, judgments, and expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises in the performance of this Agreement. This indemnification provision, however, shall not apply to any claims, suits, damage, costs, losses, or expenses arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."
11. **No Third-Party Benefit** – Nothing herein expressed or implied is intended or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.

- 12. **Governing Law and Venue** – This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect, and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction in Travis County, Texas.
- 13. **ASSIGNMENT** – This Agreement may not be assigned without the prior written consent of the City Council of the City.
- 14. **NOTICES** – All notices, consents, demands, requests, and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, returned receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

CITY:

City of Manor

Attn: Scott Moore
 City Manager
 105 E. Eggleston St.
 Manor, TX 78653

HUB:

HUB International

Attn: Brent Weegar
 Senior Vice President
 10000 N. Central Expwy., Suite 1200
 Dallas, TX 75231

With a copy to:
 The Knight Law Firm, LLP
 Attn: Paige Saenz
 223 West Anderson Lane, Suite A-105
 Austin, TX 78752

- 15. **GENERAL COMPLIANCE** - HUB agrees to comply with all applicable federal, state, and local laws and regulations relating to the services provided under this Agreement.
- 16. **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.
- 17. **ENTIRE AGREEMENT** – This Agreement and its exhibits contain the entire agreement between 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.
- 18. **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 and approved by the City Council of the City.
- 19. **SEVERABILITY** – If any clause or provision of this Agreement shall be held to be invalid, illegal 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.

- 20. Counterparts** – This Agreement may be executed in two or more counterparts, each of which will be deemed original, but all of which together constitute the same instrument.
- 21.** To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, HUB represents that neither HUB nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of HUB (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycott Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.
- 22.** To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, HUB represents that HUB nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of HUB is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- 23.** HUB hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
- 24.** HUB hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods

or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

25. Form 1295 – Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the online Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions, or renewals.

26. Representations – HUB represents and warrants that HUB is registered to conduct business in the State of Texas and the individual executing this Agreement is authorized to bind the HUB to his Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals as of the date first written above.

City of Manor

HUB International

Signature

Signature

Scott Moore

Brent Weegar

Print

Print

City Manager

Senior Vice President

Title

Title

Date

Date

ATTEST:

Lluvia T. Almaraz, TMRC
City Secretary

EXHIBIT "A"

SCOPE OF SERVICES

ANALYSIS AND REPORTING

1. Analyze existing coverage and identify or develop cost -saving alternative benefit strategies and plans.
2. Assist in the development of long-range goals and strategies, including making projections of potential savings.
3. Provide actuarial analysis and recommendations based on utilization and performance reports, statistical and/or financial reports, and plan specific data.
4. Assist the CITY in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.
5. Provide, maintain, and update comparison reports of other similar sized public and private companies' benefit plan offerings and costs to determine their competitiveness with the CITY's programs.
7. Provide financial and/or performance reviews of self-funded and fully insured plans and programs.
8. Be available to provide various types of reports as needed, such as costs analysis for benefit changes, and other statistical, financial, forecasting, trend, labor negotiations or experience reports.
9. Assist in preparing overall employee insurance fund budget and projections.
10. Prepare and present reports on trends, new products and audits, as requested.
11. Regularly monitor and evaluate performance measures and guarantees of providers.
12. Provide monthly claim updates and perform quarterly reviews of such.
13. Maintain full and accurate records with respect to all matters and services provided on behalf of the CITY's benefit plans and programs. Provide CITY staff or officials all spreadsheets, assumptions and calculations upon completion of any project performed on behalf of the CITY's benefit plans and programs.
14. Assist with data collection, informational requests for GASB 45 valuations and provide strategic recommendations to mitigate liability.
15. Provide impact analysis, plan options, and strategic recommendations with regard to PPACA.

B. LIAISON AND PROBLEM INTERVENTION

1. Act as liaison between the CITY and insurance providers.
2. Provide day-to-day consultation on plan interpretation and problem resolution.
3. Provide timely customer service and assistance to staff, employees and retirees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.
4. Attendance as needed at meetings with CITY staff, employees and/or retirees to facilitate and assist in the management of the CITY's employee benefit plans.
5. Act as an advocate in appeal, arbitration or court process between the CITY and the

- providers on unresolved issues if needed; provide advice when needed to enforce employee, retiree or their dependents' rights.
6. Assist the CITY in proactive mitigation of negative impacts or disruption of services to employees and retirees from benefit and/or provider network changes.

C. COMPLIANCE

1. Assist with ongoing plan administration and ensure that programs are in compliance with State and Federal legislation.
2. Provide on-site training to the CITY staff, as needed, regarding regulatory updates, and/or Best Practice seminars for the effective administration of benefit plans.
3. Review and disseminate information to staff on new or revised State and Federal legislation that impacts benefit programs.
4. Assist the CITY staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.
5. Develop and/or assist in developing communication materials and tools for conducting dependent verification audits.
7. Assist with single non-profit trust for premium tax purposes (as applicable).

D. ANNUAL RENEWAL PROCESS AND EVALUATION

1. Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, prospective legislations, new delivery systems and geographic health-care practices to make long-term projections.
2. Bid the CITY health insurance program and employee and retiree benefits on an "as needed" basis. Review proposals and prepare an analysis of each with recommendations.
3. Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee and retiree benefit plans.
4. Recommend appropriate plans to ensure that quality and cost-effective benefits are provided by the plans.
5. Provide annual estimates of renewal rates and cost trends and assist the CITY staff in preparation of budget figures.
6. Conduct thorough and applicable market research in preparation for contract renewals.
7. Assist in negotiating pricing with administration vendors and insurance carriers on renewals and service modification requests.
8. Represent the CITY in all negotiations with providers on various topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, insurance booklets, premium and copay rates, and quality assurance standards.
9. Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable.
10. Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals.

11. Review rate proposals to ensure underlying assumptions are appropriate and accurate to the CITY.
12. Provide communication development and support for the annual enrollment period, new benefit offerings and/or changes to the existing benefit offerings.
13. Attend, assist with, and coordinate the annual Benefits Fair and Open Enrollment meetings.

E. OTHER SERVICE REQUIREMENTS

1. Assist in the development of an employee wellness program to improve employee health and reduce employee and retiree health-care costs, both in the short-term and in the long-term.
3. Recommend and help develop enhancements and improvements for communications specific to the needs of the CITY's employees and retirees, including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, handbooks, and employee orientation, to include required compliance notices.
4. Provide timely research and responses to technical questions posed by CITY staff.
5. Provide regular and timely communications needed for the effective administrative of benefit plans.
6. Provide guidance and recommendations on items such as, but not limited to, trends in benefit plans, methods for improving costs containment, financial arrangements and administration.
7. Provide access to published benefit - related survey information.
8. Develop additional benefits communications specific to the needs of the CITY's employees and retirees.
9. Attend and assist with meetings with the Board, staff and employees.
10. Recommend particular broker-sponsored seminars, benefit events and educational forums that would be beneficial to the CITY.
11. Develop and/or assist in developing and evaluating employee/retiree needs and satisfaction surveys.
12. Work collaboratively with other consultants and CITY staff.
13. Manage plan transitions as necessary between insurance providers.
14. Review and evaluate current administrative processes related to enrollment and billing. Recommend and assist with implementation of administrative process enhancements.
15. Prepare and administer employee benefit survey as needed.