

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this "Agreement") is entered into as of May 1, 2024 (the "Effective Date") by and between City of Stephenville ("Company"), a Municipality, and HUB International Texas, Inc. ("Consultant"), and consists of this signature page, the Business Associate Agreement attached hereto as Appendix A, the Disclosure Statement – Services Fees, Consulting Fees and Reimbursements attached hereto as Appendix B, and the Statement(s) of Work attached hereto as Appendix C ("SOW"), and any attachments or exhibits thereto or hereto, which are incorporated in full by this reference. Each of Company and Consultant may be referred to herein as a "Party" or collectively as "Parties."

HUB International Texas, Inc.

City of Stephenville

Address for Notices:

Address for Notices:

124 Old Town Blvd North
Suite 100
Argyle, Texas 76226
ATTN: Rodney Dryden
Telephone: 940-464-4400
Email: rodney.dryden@hubinternational.com

298 W. Washington Street
Stephenville, Texas 76401
ATTN: Jason King
Telephone: 254-918-1265
Email: jking@stephenvilletx.gov

With a copy to:

Sheryl Truss
Human Resource Manager
298 W. Washington Street
Stephenville, Texas 76401
Telephone: 254-918-1221
Email: struss@stephenvilletx.gov

HUB INTERNATIONAL TEXAS, INC.

City of Stephenville

By: _____
Name: Rodney Dryden
Title: Senior Vice President

By: _____
Name: Jason King
Title: City Manager

TERMS AND CONDITIONS

1.0 SCOPE OF THE AGREEMENT

1.1 Services. Consultant shall perform the services described in each applicable SOW (the “Services”) in accordance with this Agreement and the specifications and timeframes set forth in the applicable SOW.

1.2 Changes to Scope. Company may, from time to time, propose changes to this Agreement or any related SOW by written notice to Consultant. If Consultant agrees, the relevant SOW must be amended in writing to specify the revised terms and conditions. If such changes cause a material increase in Consultant’s costs or time of performance, Consultant shall notify Company immediately and the Parties shall negotiate a reasonable pricing or adjustment in terms that shall be memorialized in an amendment to the applicable SOW.

1.3 Access. Company shall provide Consultant, if necessary and at a mutually agreed upon time, reasonable access to Company and its personnel and records to provide its Services.

2.0 TERM OF AGREEMENT AND SOWs

2.1 Term. The initial term of this Agreement is four (4) years, commencing on the Effective Date and shall continue in force until the third anniversary of the Effective Date unless renewed or terminated as provided in this Section. Each SOW shall continue in force through the term stated in the SOW, unless renewed or terminated as provided in this Section, or as otherwise provided in the SOW.

2.2 Automatic Renewal. This Agreement and each SOW shall automatically renew at the end of their stated terms and at the end of each renewal term for successive one year periods unless either Party provides the other Party with 90 days written notice prior to the end of the then current term of its intent to terminate this Agreement or the SOW, as applicable.

2.3 Material Breach. Without prejudice to any other rights or remedies which it may have, either Party shall be entitled to terminate this Agreement if a material breach of this Agreement continues and remains uncured for more than 30 days after the breaching Party is notified in writing of such material breach. Termination of this Agreement for material breach shall not discharge the Parties’ obligations under any and all SOWs. Without prejudice to any other rights or remedies which it may have, either Party shall be entitled to terminate a SOW if a material breach of that SOW continues and remains uncured for more than 30 days after the breaching Party is notified in writing of such material breach. Termination

of a SOW for material breach shall not discharge the Parties’ obligations under any and all other SOWs or this Agreement.

2.4 Insolvency. If a Party (the “Insolvent Party”) (1) has availed itself of (or been subjected by any third party to) a proceeding in bankruptcy in which the Insolvent Party is the named debtor, has made an assignment for the benefit of its creditors, has been subjected to the appointment of a receiver for the Insolvent Party, or is subject to any other proceeding involving insolvency or the protection of, or from, creditors, and (2) such action was initiated by a third party rather than the Insolvent Party, has not been discharged or terminated without any prejudice to the Insolvent Party’s rights or interests under this Agreement, or the Insolvent Party has been unable to reasonably satisfy the terminating Party that it is able to perform its obligations in accordance with this Agreement and with no adverse impact to the terminating Party (each an “Insolvency Event”), then within 45 days after such Insolvency Event the other Party may terminate this Agreement and any SOW immediately upon notice to the Insolvent Party.

2.5 Continuing Obligations. Notwithstanding anything to the contrary contained in this Section, any SOW may be terminated in accordance with its terms, but any such termination shall not be interpreted to terminate this Agreement. In addition, Company or Consultant may terminate any SOW pursuant to the terms and conditions of this Agreement and such SOW, without any effect on any other SOW or this Agreement. Any termination or expiration of this Agreement or of any SOW shall be effective as of the last day of the calendar month in which such termination or expiration is to be effective.

3.0 CONSEQUENCES OF TERMINATION

3.1 Continued Performance. Following delivery of a termination or non-renewal notice pursuant to this Agreement or any SOW, but prior to the effective date of such termination or expiration, each Party shall continue to abide by the terms and conditions of this Agreement and each SOW in effect at such time and comply fully with its obligations herein and therein and neither Party shall in any way hinder or interrupt the performance of this Agreement or any SOW during any period between the date of service of a termination or non-renewal notice and the date of actual termination or expiration.

3.2 Final Invoice. Upon termination or expiration of this Agreement or a SOW for whatever reason, Consultant shall render an invoice in respect of any Services performed since the date of the last invoice issued in accordance with this Agreement or SOW, Company shall promptly pay the undisputed amounts of such invoice, and shall provide detailed written

information and reasons to Consultant with respect to any portion of the invoices that are disputed by Company, and all fees, commissions or other payments paid up-front by Company shall be considered earned by Consultant and shall not be subject to refund or offset against any other amounts payable by Company to Consultant under this Agreement or any SOW.

3.3 Prior Breach. The termination of this Agreement shall not prevent a Party from pursuing any remedies under this Agreement for a breach of this Agreement or any SOW.

3.4 Survival. Notwithstanding anything to contrary contained herein or in any SOW, Sections 3.0, 6.2, 8.0, 9.0 and 10.0 of this Agreement will survive the termination or expiration of this Agreement and of any SOW.

4.0 PRICING/FEEES

Consultant shall provide Services to Company for the fees described in the applicable SOW.

5.0 INVOICES/PAYMENT

5.1 Invoicing. Unless invoicing for fees or commission is handled by insurance carriers chosen by Company, Consultant will invoice Company monthly for Services performed during the immediately preceding month, which shall be payable within 30 days after receipt by Company. Refer to Disclosure Statement – Service Fees, Consulting Fees and Reimbursements for further detail on fees or commission.

5.2 Invoice Dispute. If Company reasonably disputes the accuracy or applicability of an item set forth in an invoice, Company shall notify, in writing, Consultant of the alleged discrepancy as soon as possible after it has been discovered. Company shall not be required to pay any disputed part of an invoiced amount unless, and until, the Parties have successfully resolved the dispute. The Parties will work in good faith to resolve any disputes. Any payment of a disputed amount remitted by Company shall be made with a reservation of rights by Company.

6.0 MUTUAL REPRESENTATIONS AND WARRANTIES; DISCLAIMER

6.1 Representations and Warranties. Each Party represents and warrants the following to the other Party: (a) the Party's execution, delivery and performance of this Agreement: (i) has been authorized by all necessary corporate action, (ii) does not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any material agreement to which the Party or any of its assets may be subject, and (iii) is not subject to the consent or approval of any third party; (b) this

Agreement is the valid and binding obligation of the representing Party, enforceable against such Party in accordance with its terms; and (c) such Party is not subject to any pending or threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder.

6.2 Disclaimer. **The representations and warranties contained in this Agreement are in lieu of all other representations and warranties, express or implied, oral or written, and all other representations and warranties not expressly stated herein are hereby excluded and disclaimed by Consultant and Company including, but not limited to, any implied warranties of merchantability, non-infringement, and fitness or suitability for a particular purpose. Company acknowledges that, in connection with entering into this Agreement, it is not relying on any representation warranty or other statement or assurance that are not set forth in this Agreement.**

7.0 RELATIONSHIP OF THE PARTIES

7.1 Independent Contractor. Consultant is a nonexclusive independent contractor to Company. Neither Party has any authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party, except as expressly so stated in a SOW. Consultant will determine the method, details and means of performing the Services. Company shall have no right to, and shall not, control the manner or determine the method of accomplishing Consultant's Services.

7.2 Not a Fiduciary. Company acknowledges that: (i) CONSULTANT shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Company's employee benefit plans; and (iii) Consultant shall perform Services pursuant to this Agreement and any SOW in a non-fiduciary capacity. Company agrees to notify v as soon as possible of any proposed amendments to the employee benefit plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement or any SOW. Company agrees to promptly submit (or cause its agent, consultants, or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the Services covered by this Agreement and any SOW.

8.0 DISCLAIMER OF INDIRECT DAMAGES; LIMITATION OF LIABILITY

8.1 Damages Waiver. In no event shall either Party be liable for any indirect, incidental, consequential, exemplary, punitive or special damages, even if either Party knew or should have known of the possibility thereof.

8.2 Limitation of Liability. **Unless a result of gross negligence or willful misconduct, and in recognition of the relative risks and benefits of this Agreement to both Company and Consultant, the risks have been allocated such that Company agrees, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement or any SOW, to limit the liability of Consultant to Company for any reason and for any and all claims, losses, costs, liabilities, damages of any nature whatsoever, including but not limited to attorneys' and expert witness' fees, so that the total aggregate liability of Consultant to Company for any reason shall not exceed (i) as to any issues related to a specific SOW, the total fees received by Consultant for services rendered under the applicable SOW, and (ii) as to any issues related to this Agreement as a whole, the total fees received by Consultant for services rendered under this Agreement during the immediately preceding twelve (12) month period. It is intended that these limitations apply to any and all liability or causes of action however alleged or arising, unless otherwise prohibited by law.**

8.3 No Guarantee of Results. Company acknowledges that recommendations made by CONSULTANT do not guarantee specific results. Company can elect to implement all or part of the recommendations made by Consultant at any time. Company is free to accept or reject any recommendations from Consultant as Company has the sole authority to implement any such recommendations.

8.4 Other Advisors. If Company shall retain separately other advisors, such other advisors shall be solely responsible for the accuracy and reasonableness of their work. Company acknowledges and agrees Consultant shall have no responsibility for acts or omission of such other advisors.

9.0 CONFIDENTIALITY

9.1 Confidentiality and Non-Disclosure. The Parties agree that any information or material (in whatever form, tangible or intangible) concerning them, their affiliates, their customers or clients, and each of their respective directors, officers, managers, or employees, their trade secrets, know how, financial data (including prices, fees, profits, losses, expenses, costs, revenues and projections), ideas or materials of or relating in any way to the past, present, planned or foreseeable business,

products, developments, technology or activities of each respectively, shall, as between the Parties, be proprietary ("Confidential Information"). Such information shall be treated by the Parties and their personnel as confidential and shall not be disclosed by the alternate Party to any third-party or used by said alternate Party or its personnel, except to the extent necessary for the performance of the Services hereunder. All such Confidential Information shall, as between Company and Consultant, be the sole and exclusive property of the source of the Confidential Information or material. Notwithstanding anything in this Section to the contrary, the Parties may disclose Confidential Information to those of its affiliates' employees, officers, contractors, agents and representatives (collectively, "Representatives") who need to receive such Confidential Information for the purpose of complying with this Agreement or any SOW, but only after the Parties have informed them of the confidential nature of the Confidential Information and has directed them to treat such Confidential Information confidentially in accordance with the terms of this Agreement. Each Party shall be liable for any breach by its Representatives of the confidentiality obligations under this Agreement or any SOW.

9.2 Exclusions and Exceptions. Confidential Information shall exclude information that: (i) was known to the recipient before receipt from the other Party, (ii) is or becomes publicly available through no fault of the other Party or breach of its confidentiality obligations under this Agreement, (iii) is rightfully received by the other Party from a third party without a duty of confidentiality, or (iv) is independently developed by either Party without use or reference of the Confidential Information. If any Party is legally compelled to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, said Party or its agents may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which its bona fide legal counsel advises is legally required to be disclosed, provided that said Party exercises commercially reasonable efforts to preserve the confidentiality of the Confidential Information including, without limitation, by cooperating with the alternate Party to obtain (at said Party's expense) an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal.

10.0 GENERAL

10.1 Assignments. Except as provided otherwise in this Section, neither Party shall subcontract, assign, or otherwise transfer any rights or delegate any obligation under this Agreement without the prior written consent of

the other Party. Any purported assignment made without such consent is void. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement without consent to a third party that purchases all or substantially all of the assets of such assigning party and agrees to assume and be bound by the terms of this Agreement. Upon acceptance of the assignment and the assumption of the duties and liabilities by the assignee, the assignor is released and discharged, to the extent of the assignment, from all further duties and liability under this Agreement except for assignor's obligations of confidentiality and any obligations or liabilities that arose prior to the assignment. This Agreement is binding upon the Parties' respective successors and permitted assigns.

10.2 Notice. Except as otherwise provided in any SOW, all notices, designations, consents or other formal communications shall be given in writing and delivered in person, by reputable overnight courier, or by U.S. mail to that Party's address first set forth above in the signature page, or to such other address as the Party shall have previously provided. Except as otherwise provided in any SOW, notices will be effective, as the case may be, on the date personally delivered, or one (1) Business Day after being sent by reputable overnight courier, or three (3) days after deposit in the U.S. mail, postage prepaid.

10.3 Force Majeure. No failure, delay or default in performance of any obligation of Consultant in this Agreement or any SOW shall constitute an event of default or breach of this Agreement or such SOW to the extent that such failure, delay or default in performance arises out of a fire, flood, earthquake, tornado, hurricane, wind or other natural disaster or act of God; war, terrorism, riot or civil disorder; strike, lockout or other labor dispute; embargo, quarantine or similar governmental action; or any other event outside of the reasonable control of CONSULTANT.

10.4 Entire Agreement. This Agreement (including any exhibits and schedules and SOWs hereto) constitutes the entire agreement between the Parties. This Agreement supersedes any prior agreement(s) between Consultant and Company regarding the Services. The captions used herein are for convenience of reference only and do not define or limit the scope, content, or meaning of the provisions contained herein.

10.5 Governing Law. This Agreement shall be governed by, and its provisions construed in accordance with the laws of the State of Texas, without regard to its

conflict of law provisions, except to the extent preempted by federal law. The exclusive venue for any formal legal action under this Agreement shall be Tarrant County, Texas.

10.6 Severability. Provisions of this Agreement shall be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will be deemed deleted from the Agreement and replaced by a valid and enforceable provision which so far as possible achieves the Parties' intent in agreeing to the original provision. This Agreement's remaining provisions will stay in effect.

10.7 Amendment; Waiver; Remedies Cumulative. No waiver of any of the provisions of this Agreement shall be binding upon the Parties unless made in writing and duly executed by the Party granting such waiver. No delay or omission by either Party in exercising any right or power accruing to it upon the non-compliance or failure of performance by another Party under the provisions of this Agreement shall impair any right or power or be construed to be a waiver. A waiver by any Party of a breach of any of the obligations, conditions or agreements to be performed by another Party shall not be construed as a waiver of any succeeding breach of the same or other obligations, agreements or conditions. All remedies afforded by this Agreement for a breach hereof shall be cumulative; other equitable and statutory remedies, and other remedies expressly set forth in this Agreement, are available to either Party with regard to this Agreement. No modification or amendment to this Agreement or any SOW shall be valid unless made in writing and signed by all Parties.

10.8 Further Assurances. The Parties shall cooperate with each other and execute and deliver to the other Party such forms and documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm the other Party's rights or obligations or as may be reasonably necessary or helpful to give effect to the provisions of this Agreement.

10.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document. Signatures delivered by fax, email, or other electronic means shall be sufficient and binding and shall be treated as originals for purposes of this Agreement and any SOW.

APPENDIX A

Business Associate Agreement

This Business Associate Agreement (the "Agreement"), effective as of May 1, 2024 (the "Effective Date"), is entered into by and between City of Stephenville ("Covered Entity") and HUB International Texas, Inc.. ("Business Associate").

RECITALS:

A. Covered Entity is a "covered entity" under the federal Health Insurance Portability and Accountability Act of 1996 (the "Act"), Public Law 104-191, as modified by the Titles of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, known as the "Health Information Technology for Economic and Clinical Health Act" ("HITECH Act"), and the regulations promulgated thereunder and codified at 45 CFR Parts 160 and 164 (such regulations together with the Act and HITECH Act, collectively, "HIPAA").

B. As a "covered entity," Covered Entity must obtain reasonable and adequate assurances that any of its contractors who obtain, create, transmit, or maintain Protected Health Information (as defined below) on its behalf will abide by certain restrictions prescribed by HIPAA in the course of providing services.

C. Business Associate provides the services (the "Services") specified on Appendix B of the Consulting Agreement dated as of even date herewith (the "Underlying Agreement") pursuant to the Underlying Agreement, and in the course of performing the Services Business Associate may have access to and require use of Protected Health Information.

D. Covered Entity and Business Associate desire to enter into this Agreement to ensure that Business Associate's access to and use or disclosure of Protected Health Information complies fully with the requirements of HIPAA.

THEREFORE, the parties agree as follows:

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the meaning given to them in HIPAA, except that the following terms shall be hereinafter defined as follows:

(a) "Business Associate" shall generally have the same meaning as the term "business associate" defined at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the Business Associate named above.

(b) "Covered Entity" shall generally have the same meaning as the term "covered entity" defined at 45 CFR 160.103, and in reference to this Agreement, shall mean the Covered Entity named above.

(c) "HIPAA Rules" shall mean the *Standards for Privacy of Individually Identifiable Health Information* found at 45 CFR Part 160; Part 164, Subparts A and E (the "Privacy Rule"), the *Security Standards for the Protection of Electronic Protected Health Information*, found at 45 CFR Part 160; Part 164, Subparts A and C (the "Security Rule"), the breach notification regulations, found at 45 CFR 164.400-414 (the "Breach Notification Rule"), and the Enforcement Rule, found at 45 CFR Part 160, Subparts C, D, and E.

(d) "Protected Health Information" or "PHI" shall generally have the same meaning as the term "protected health information" defined at 45 C.F.R. 160.103, limited to the PHI exchanged by the parties pursuant to this Agreement.

(e) The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

(a) Use and Disclosure. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Compliance with Security Rule. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement.

(c) Report of Unpermitted Uses and Disclosures; Breach. Business Associate shall report to Covered Entity, no later than ten (10) days after discovery, any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including Breaches of Unsecured PHI as required at 45 CFR 164.410, and any Security Incident. Business Associate shall help Covered Entity mitigate the effective of any unpermitted use or disclosure, including a Breach or Security Incident, and shall be financially responsible to Covered Entity for all costs and fees related to Covered Entity's performing under the breach notification requirements.

(d) Subcontractors. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

(e) Individuals' Access to PHI. Business Associate shall make PHI contained in a Designated Record Set available to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.

(f) Amendment of PHI. At the direction of Covered Entity, Business Associate shall amend PHI in a Designated Record Set as agreed to by Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

(g) Accounting of Disclosures. Business Associate shall maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

(h) Compliance with the Privacy Rule. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

(i) Books and Records. Business Associate shall make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. USES AND DISCLOSURES BY BUSINESS ASSOCIATE

(a) Uses and Disclosures to Conduct the Services. Business Associate may only use or disclose PHI as necessary for Business Associate to provide the Services to Covered Entity, as further described in the Underlying Agreement. Business Associate shall use and disclose PHI consistent with the scope and limitations of the Underlying Agreement.

(b) Uses and Disclosures Required by Law. Business Associate may use or disclose PHI as Required by Law.

(c) Uses and Disclosures; the Privacy Rule. Business Associate may not use or disclose PHI in a manner that would violate the Privacy Rule if done by Covered Entity, except as set forth in Section (d) below.

(d) Business Associate's Management and Administration; Legal Responsibilities. Business Associate may use PHI for its own proper management and administration or to carry out its own legal responsibilities. Additionally, Business Associate may disclose PHI for its own proper management and administration or to carry out its legal responsibilities, provided the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

(e) Minimum Necessary. Business Associate shall use, disclose and request only the minimum amount of PHI necessary, and shall comply with any of Covered Entity's minimum necessary policies that are provided to Business Associate by Covered Entity. Business Associate shall comply with any future guidance published by the Department of Health and Human Services.

4. TERM AND TERMINATION

(a) Term. Unless sooner terminated in accordance with Sections 4(b) or 5(c) below, the Term of this Agreement shall begin on the Effective Date and shall terminate upon termination or expiration of the Underlying Agreement.

(b) Termination for Cause. Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of the Agreement and Business Associate fails to cure the breach or end the violation within thirty (30) days of being notified of such breach or violation.

(c) Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or destroy all PHI received from, or created, maintained, or received by Business Associate on behalf of, Covered Entity that Business Associate still maintains in any form. If Business Associate believes that return or destruction of PHI is not feasible, Business Associate shall notify Covered Entity. If Covered Entity agrees that the return or destruction of such PHI is infeasible, Business Associate may retain such PHI, provided that Business Associate continues to comply with the provisions of this Agreement for so long as it maintains such PHI and further limits uses and disclosures of such PHI to those purposes that make return or destruction infeasible.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

5. MISCELLANEOUS

(a) Independent Contractors. At all times, Business Associate will be acting as an independent contractor engaged by Covered Entity to perform the Services. Nothing contained in this Agreement shall be construed to create an employment relationship, partnership or joint venture or to authorize Business Associate to act as a general or special agent, except as specifically set forth in this Agreement or any other agreement between the parties.

(b) Indemnification. Business Associate agrees to defend, indemnify and hold harmless Covered Entity and Covered Entity's officers, directors, managers, employees, and agents from and against any and all claims, fines, penalties, liabilities, demands, damages, losses, costs and expenses (including court costs and reasonable attorney's fees) arising in connection with or otherwise related to (a) Business Associate's breach of this Agreement or (b) any acts or omissions of Business Associate or any of Business Associate's officers, directors, managers, employees, contractors or agents arising out or related to any unpermitted use or disclosure of PHI or a violation of the HIPAA Rules. This section will survive any expiration or termination of this Agreement.

(c) Compliance with HIPAA. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with HIPAA. In the event of any amendment or modification to the HIPAA Rules or any other statutory requirement, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after thirty (30) days of negotiations, the terms of this Agreement fail to comply with the HIPAA Rules or other statutory requirements, then this Agreement shall immediately terminate.

(d) No Rights in Third Parties. Except as expressly stated herein or the HIPAA Rules, the parties do not intend to create any rights in any third parties.

(e) Conflict with Underlying Agreement. In the event of an inconsistency between the provisions of this Agreement and any applicable Underlying Agreement, the terms of this Agreement shall control.

(f) Amendment. This Agreement may be amended or modified only in a writing signed by the parties.

(g) Assignment. No party may assign its respective rights and obligations under this Agreement without the prior written consent of the other party.

(h) Waiver. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

(i) Governing Law. This Agreement shall be governed by the laws of the State of Texas.

(j) Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

(k) Counterparts. This document may be executed in counterparts, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

COVERED ENTITY:

City of Stephenville

By: _____

Name: Jason King

Title: City Manager

BUSINESS ASSOCIATE:

HUB International Texas, Inc.

By: _____

Name: Rodney K. Dryden

Title: Senior Vice President