

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this “Agreement”) is made and entered into effective as of the 27th day of June, 2023 (the “Effective Date”), by and between the City of Willow Park (“City”) and Hub International Limited (“Consultant”).

W I T N E S S E T H

WHEREAS, City is seeking competitive sealed proposals for group health, dental, vision and life insurance (the “City Employee Benefit Program”) for City employees and their dependents;

WHEREAS, City desires to have Consultant provide the following professional insurance consulting services (the “Services”) to the City: i) develop proposal specifications to solicit sealed proposals for the City Employee Benefit Program; ii) solicit proposals for the City Employee Benefit Program; and (iii) analyze proposals received for the City Employee Benefit Program;

WHEREAS, Consultant is experienced in the Services and desires to enter into this Agreement with the City.

NOW, THEREFORE, in consideration of the premises and of the covenants, promises, conditions and undertakings contained herein, the parties hereby agree as follows:

TERMS

Section 1. Term of Agreement. The initial term of this Agreement is one (1) year, commencing on the Effective Date and continuing in force until the first anniversary of the Effective Date unless renewed or terminated as provided in this Section. At the conclusion of the first year of the Agreement, the Agreement will renew for one (1) year, unless terminated as provided in this Section, or as otherwise provided in the Scope of Work attached hereto. This Agreement shall automatically renew at the end of its stated term and at the end of each renewal term for successive one (1) year periods, unless either Party provides the other Party with ninety (90) days written notice prior to the end of the then current term of its intent to terminate this Agreement. Notwithstanding the foregoing, the City may terminate this Agreement, without cause, on thirty (30) days prior written notice. In the event the Agreement is terminated, City will pay Consultant all compensation due hereunder through the date of termination.

Section 2. Independent Consultant. Consultant shall perform its duties and obligations hereunder as an independent consultant and nothing contained herein shall be deemed to create a relationship of employer-employee, master-servant, agency, partnership, or joint venture.

Section 3. Description of Services. Consultant shall provide the City with the Services as defined herein or as provided in the Scope of Work attached hereto.

Section 4. Time to be Devoted to Services. This Agreement commits Consultant to devote sufficient time and attention to the performance of the Services while this Agreement is in effect so as to provide City with the Services contemplated herein.

Section 5. Compensation. In consideration of the Services to be performed by Consultant, City shall pay Consultant the sums of \$100.00 payable upon the signing of the Agreement by both parties. This fee is not refundable. In addition, Consultant may earn commissions from the insurance carrier(s) who are awarded the contract to provide the City Employee Benefits Program by the City as provided in Appendix B attached hereto and incorporated herein.

Section 6. Confidential Information. In the course of the performance of the Services, Consultant may have access to confidential information, records, data, and/or processes owned by or in the possession of City (or any affiliate) and used in the course of City's business, including confidential information related to the Services. Except as needed in the performance of the Services provided herein, Consultant shall not directly or indirectly disclose to any party or parties or use any such confidential information, records, data, and/or processes owned by or in the possession of City (or any affiliate) or related to Services, without the prior written consent of City.

Section 7. No Consequential Damages. In no event shall either party, or its respective officers, Council members, agents and employees, be liable (in contract or in tort, including negligence, strict liability, indemnity and warranty) to the other party for special, indirect, incidental or consequential damages, including but not limited to loss of profits or revenues, loss of goodwill, claims of customers, cost of capital, or similar damages arising from the performance or nonperformance of this Agreement.

Section 8. Amendments. This Agreement may only be amended by a writing signed by all of the parties to this Agreement.

Section 9. Sole and Only Agreement. This Agreement constitutes the sole and only agreement of the parties hereto respecting the subject matter of this Agreement and correctly sets forth the rights, duties and obligations of each to the other in relations thereto as of the date hereof. Any prior agreements, promises, negotiations, or representations concerning its subject matter not expressly set forth in this Agreement shall have no further force or effect.

Section 10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

Section 11. Waiver. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision. Any waiver must be in writing signed by an authorized representative of the waiving party.

Section 12. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, it shall be severed herefrom and, to the extent possible, this Agreement shall continue in full force and effect.

Section 13. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any disputes arising out of this Agreement shall be in a State District Court in Parker County, Texas.

Section 14. Assignment. Neither party may assign its interest hereunder without the prior written approval of the other party, such approval to be within the sole discretion of each party. The rights, benefits and remedies herein shall inure to the benefit of permitted successors, assigns, and heirs.

IN WITNESS WHEREOF, the parties have each duly executed this Agreement or caused this Agreement to be duly executed on its behalf to be effective as of the day and year first above written.

CITY OF WILLOW PARK

By: _____
DOYLE MOSS, Mayor

CONSULTANT:
HUB INTERNATIONAL LIMITED

By: _____
_____, _____

APPENDIX A

Statement of Work

This Statement of Work ("SOW") is provided pursuant to the Consulting Agreement dated June 27, 2023 (the "Agreement") by and between City of Willow Park ("Company") and HUB International Texas, Inc. (Consultant).

1.0 DESCRIPTION OF SERVICES AND DELIVERABLES

1.1 Annual Consulting Services provided by HUB to Company include the following:

- ✓ Develop a mutually agreeable renewal action plan and timeline that meets Company objectives each year for open enrollment.
- ✓ Prepare and issue a request for proposal (RFP) on Company's behalf to be sent to major insurance carriers in the market prior to annual open enrollment, unless otherwise instructed by Company.
- ✓ Make recommendations & assist with employee benefit design, funding options, and strategy.
- ✓ As appropriate, Consultant will conduct employee education meetings at open enrollment.
- ✓ Provide customized printed and electronic educational materials to aid in the employee education effort.
- ✓ Assist Company with administrative changes, carrier selection, and implementation during the normal course of open enrollment.
- ✓ Assist with setting up any electronic feeds for Company vendors and provide solutions for customized enrollment solutions when applicable.
- ✓ Advise Company with respect to available technology platforms to support delivery and administration of employee benefit plans.
- ✓ Provide Company with access to proprietary Human Resources tools & resources through strategic partnerships.
- ✓ Provide assistance with claim issues, appeals, provider negotiations, and other related services for the benefit of Company's employees.
- ✓ Wellness Consulting services to align with and engage your Employee Benefits program.
- ✓ Conduct strategic planning meetings with the Company to review & discuss plan performance, goals, objectives and responsibilities outlined above.
- ✓ Assist with vendor management and administration issues.
- ✓ Provide informational materials on legislative & compliance developments including ongoing compliance consulting and support.
- ✓ Medicare educational support, supplement placement & assistance for employees & dependents nearing or past Medicare eligibility ages.

2.0 TERM

This SOW shall be in effect from June 27, 2023 through May 31, 2024 and may be continued as defined in Section 1 of the Agreement..

3.0 PRICING/FEES and DISCLOSURES

- 3.1 Company acknowledges that it has received, read and understands the Disclosure Statement — Service Fees, Consulting Fees and Reimbursements (Appendix B of the Agreement) which has been provided to it in connection with this SOW.
- 3.2 Refer to Appendix B of the Agreement (the Disclosure Statement) for pricing and fees detail.
- 3.3 Company acknowledges this SOW shall continue in full force and effect after amendments or modifications to the Agreement or any other Appendix, exhibit, or attachment thereto, unless otherwise modified in writing and signed by Company and Consultant.

- 3.4 Intermediaries Disclosure: Consultant may utilize the services of other intermediaries to assist in the marketing or servicing of Company's benefits program, when in Consultant's professional judgement those services are necessary or appropriate. Such intermediaries may be affiliates of Consultant or not related to Consultant.
- 3.5 Stop Loss Disclosure: Consultant does not make any representations about an insurer's or managing general underwriter's payment or claims denial practices. Consultant will assist with any stop loss claims to help facilitate timely reimbursements, but cannot warrant in any way that all claims submitted to stop loss carriers will be approved and ultimately reimbursed due to variables out of our control (eligibility, exclusions, etc.).

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

CONSULTANT:

HUB INTERNATIONAL TEXAS, INC.

By: _____

Name: Rodney K. Dryden

Title: Senior Vice President

COMPANY:

City of Willow Park

By: _____

Name: Doyle Moss

Title: Mayor

APPENDIX B

Disclosure Statement

Service Fees, Consulting Fees and Reimbursements

Our agency may provide certain services that you request or that are necessary to place or maintain your insurance. Sections 550.001, 4005.003 and 4005.004 of the Texas Insurance Code authorize us to charge a fee for services if we obtain your written consent prior to providing the service or incurring the expense. In addition, commission we may receive from insurance companies may also apply for lines of business unrelated to consulting fees. The purpose of this Disclosure Statement is to provide transparency at all times and to comply with those requirements regarding disclosure of commission amounts indicated below as compensation for the services provided or expenses incurred, above and beyond our consulting fees.

Services and Insurance Products	Fee or Commission for Each Service
Medical Consulting Services	Standard Filed Rate paid by Insurance Company or if Level funded or other \$35 PEPM
Consulting Fee Billing Option (check one)	<input type="checkbox"/> HUB International to invoice X <input type="checkbox"/> Carrier or TPA to invoice
Pharmacy Benefit Manager Services	Included
Stop Loss Policy Placement & Service	Included
Dental Insurance	10% Commission
Vision Insurance	10% Commission
Employer-Paid Life Insurance	10% Commission
Voluntary Life Insurance	15% Commission
Long-Term Disability Insurance	15% Commission
Short-Term Disability Insurance	15% Commission
Long-Term Care Insurance	0% Commission
Employee Assistance Program (EAP)	0% Commission
Third Party Administrator	0% Commission

Our agency prides itself on being an industry leader in transparency with our clients. Medical Plan Consulting Fees may be billed by a medical carrier or TPA, and/or by HUB International Texas, Inc. as noted above. The Company acknowledges that Consultant may at times receive commissions, guaranteed supplemental commissions, profit sharing payments, bonuses, override commissions, or other profit-, volume- or incentive-based non-standard payments from insurance carriers. The Company further acknowledges that it has read and understands the “How We Get Paid” disclosure document available at hubinternational.com. [Upon request by the Company, the Consultant will promptly provide to the Company an accounting with respect to (i) the commissions the Advisor received, or expects to receive, from any insurance carrier based in whole or in part upon the placement of insurance policies on behalf of the Company and (ii) the compensation that the Consultant expected to receive from any insurance carrier on any alternative quotes the Consultant may have received on behalf of the Company.] The Company’s entry into this Agreement does not obligate the Company to purchase an insurance product through the Consultant.

The undersigned hereby acknowledges and agrees that the above commissions and fees have been mutually agreed upon and will be payable to HUB International Texas, Inc.

Willow Park

By:

Name: Doyle Moss

Title: Mayor

Date: June 27, 2023