

EXHIBIT
A

**CITY OF ROUND ROCK AGREEMENT FOR
EMPLOYEE BENEFITS CONSULTING SERVICES
WITH
GALLAGHER BENEFIT SERVICES, INC.**

THE STATE OF TEXAS §
§
CITY OF ROUND ROCK § **KNOW ALL BY THESE PRESENTS:**
§
COUNTY OF WILLIAMSON §
COUNTY OF TRAVIS §

THIS AGREEMENT for employee benefits consulting services for the City of Round Rock (the “Agreement”) is entered into on this ____ day of _____, 2026, by and between the **CITY OF ROUND ROCK, TEXAS**, a home-rule municipality, with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (the “City”) and **GALLAGHER BENEFIT SERVICES, INC.**, with offices located at 12750 Merit Drive, Dallas, Texas 75251 (the “Consultant”). This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City has determined that there is a need for employee benefits consulting services (“services”); and

WHEREAS, City has issued its “Request for Proposals” for the provision of said services; and

WHEREAS, City has determined that Consultant provides the best value for said services; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.0 DEFINITIONS

A. **Agreement** means this binding legal contract between City and Consultant whereby City agrees to buy specified services, and Consultant is obligated to provide same. The Agreement includes the following: (a) City’s Request for Proposal, designated Solicitation

Number 25-004 dated January 2026 (“RFP”); (b) Consultant’s Proposal; and (c) any exhibits and/or addenda thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Consultant’s Proposal;
- (3) City’s Request for Proposals, Addenda, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date set out in the introductory paragraph above.

D. **Services** mean the specified services, supplies, materials, commodities, or equipment.

E. **Standard Terms and Conditions** means the City’s Standard Terms and Conditions as set forth at: <https://www.roundrocktexas.gov/wp-content/uploads/2021/12/Terms-and-Conditions-November-2021-Final.pdf>

F. **Consultant** means Gallagher Benefit Services, Inc., or any successors or assigns.

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the Effective Date and shall remain in full force and effect unless and until it expires by operation of the term indicated herein or is terminated or extended as provided herein.

B. The term of this Agreement shall be for sixty (60) months from the Effective Date.

C. City reserves the right to review the relationship at any time and may elect to terminate this Agreement with or without cause or may elect to continue.

3.0 CONTRACT DOCUMENTS AND EXHIBITS

A. City selected Consultant to supply the Services as outlined in the RFP; any Addenda to RFP; and the Proposal submitted by Consultant, all as specified in Exhibit “A,” incorporated herein by reference for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the RFP and any Addenda to RFP and as offered by Consultant in its Proposal.

B. The Services which are the subject matter of this Agreement are described in Exhibit “A” which is fully a part of this Agreement as if repeated herein in full.

4.0 SCOPE OF WORK

Consultant shall satisfactorily provide all Services described in Exhibit “A,” attached hereto, within the contract term specified in Section 2.0. Consultant’s undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.0 COSTS

A. In consideration for the Services to be performed by Consultant, City agrees to pay Consultant the amounts set forth in “Attachment C – Cost Proposal” of Exhibit “A.”

B. The City shall is authorized to pay the Consultant an amount not-to-exceed **\$300,000.00** for the term of this Agreement.

6.0 INVOICES

A. All invoices shall include, at a minimum, the following information:

1. Name and address of Consultant;
2. Purchase Order Number;
3. Description and quantity of Services provided; and
4. Delivery dates.

7.0 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

A. Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

B. Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City’s proposal, with the consent and agreement of the successful service provider(s) and the City. Such agreement shall be conclusively inferred for the Consultant from lack of exception to this clause in the service provider’s response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated “piggyback” procurements.

8.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the Services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Consultant a written notice of termination at the end of its then-current fiscal year. The City shall be responsible for paying Consultant for any satisfactorily work completed up until the date Consultant received notice of non-appropriation or until the termination date set forth in the notice, whichever is later.

9.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Consultant will be made within thirty (30) days of the date City receives the Services under this Agreement, the date the performance of the Services under this Agreement are completed, or the date City receives a correct invoice for the services, whichever is later. Consultant may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

1. There is a bona fide dispute between City and Consultant, a contractor, subcontractor, or supplier about the Service performed that cause the payment to be late; or
2. There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the Services performed that causes the payment to be late; or
3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

10.0 GRATUITIES AND BRIBES

City may, by written notice to Consultant, cancel this Agreement without liability to Consultant if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Consultant or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Consultant may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.0 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Consultant's charges.

12.0 INSURANCE

Consultant shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than \$2,000,000.00 per occurrence and \$4,000,000.00 in the aggregate;

Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000.00 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;

Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000.00 per accident for bodily injury and property damage;

Umbrella Liability insurance providing excess coverage over all limits and coverages with a limit no less than \$10,000,000.00 per occurrence or in the aggregate;

Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000.00 per claim, or \$10,000,000.00 in the aggregate;

Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000.00 per claim and in the aggregate, inclusive of defense costs; and

Crime insurance covering third-party crime and employee dishonesty with limits of no less than \$1,000,000.00 per claim and in the aggregate.

All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to City upon request.

13.0 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Tyler Jarl, Benefits Manager
Human Resources Department
221 East Main Street
Round Rock, TX 78664
tjarl@roundrocktexas.gov

14.0 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

15.0 DELIVERABLES

City shall own all final deliverables provided to City by Consultant as part of the services provided under this Agreement, provided however, Consultant shall retain sole and exclusive ownership of all right, title, and interest in, and to, its intellectual property and derivatives thereof which no data or confidential information of the City was used to create and was developed entirely using Consultant's own resources, including any and all pre-existing or independently developed know-how, methods, processes and other materials prepared by Consultant. To the extent Consultant's intellectual property is necessary for the City to use the deliverables provided under this Agreement, Consultant grants to City a non-exclusive, royalty-free license to Consultant's intellectual property solely for City's use of such deliverables. This Section 15.0 shall supersede Section 43 of the City's Standard Terms and Conditions.

16.0 DEFAULT

If Consultant abandons or defaults under this Agreement and is a cause of City acquiring the specified goods elsewhere.

Consultant shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

1. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
2. Becomes insolvent or seeks relief under the bankruptcy laws of the United States, and is unable to perform its material obligations under the Agreement.

17.0 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon ninety (90) days' written notice to Consultant.

B. In the event of any default by Consultant, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Consultant.

C. Consultant has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Consultant, Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Consultant shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Consultant that portion of the charges, if undisputed. The parties agree that Consultant is not entitled to compensation for Services it would have performed under the remaining term of the Agreement except as provided herein.

18.0 INDEMNIFICATION

Each party agrees to defend, indemnify and hold the other party and its affiliates and respective directors, officers, employees and agents harmless to the fullest extent permitted by law from any and all losses, liabilities, exposures, damages and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third party claims, demands, suits, allegations, or causes or threats of actions based on the indemnifying party's: (i) breach of any representation, warranty or covenant made by such party hereunder, or (ii) grossly negligent acts or omissions or intentional misconduct; provided, however, that the indemnifying party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other party or its employees or agents.

19.0 LIMITATION OF LIABILITY

Notwithstanding any other term or provision of this Agreement, each party shall only be liable for actual, direct damages incurred by the other party, and shall not be liable for indirect, special, exemplary, reliance, consequential, or punitive damages.

20.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Consultant, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and

national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Consultant verifies Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Consultant verifies Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Consultant verifies Consultant does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

21.0 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

22.0 NOTICES

A. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Consultant:

Gallagher Benefit Services, Inc.
12750 Merit Drive
Dallas, TX 75251

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephanie L. Sandre, City Attorney
309 East Main Street
Round Rock, TX 78664

B. Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Consultant.

23.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

24.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Consultant and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

25.0 DISPUTE RESOLUTION

City and Consultant hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

26.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

27.0 MISCELLANEOUS PROVISIONS

A. Exceptions. The City's Standard Terms of Conditions are amended for the purposes of this Agreement as follows:

- (1) Terms and Conditions, Section 4, *Acceptance of Terms & Conditions* – Last sentence is removed.
- (2) Terms and Conditions, Section 31, *Governing Law and Venue* – Last sentence is removed.
- (3) Terms and Conditions, Section 32, *Indemnity* – Section removed and replaced by Sections 18.0 and 19.0 in this Agreement.
- (4) Terms and Conditions, Section 34, *Insurance* – Section removed in and replaced by Section 12.0 of this Agreement.
- (5) Terms and Conditions, Section 43, *No Warranty by City Against Infringements* – Subsection (i) removed and replaced by Section 15 of this Agreement.
- (6) Terms and Conditions, Section 44, *Non-Appropriation* – Section removed and replaced by Section 8.0 of this Agreement.
- (7) Terms and Conditions, Section 51.1, *Right to Audit* – Section shall be amended to read, “The Vendor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have the rights to audit, examine, or reproduce, any and all records of the Vendor related to the performance of this Agreement during the term of this Agreement if requested by the City. Audits shall not include access to Consultant’s facilities.”
- (8) Terms and Conditions, Section 59, *Termination Without Cause* – First sentence shall be amended to read, “The City shall have the right to terminate the Agreement, in whole or in part, without cause and for convenience any time upon ninety (90) calendar days’ prior written notice.
- (9) Terms and Conditions, Section 65, *Workforce* - Section shall be removed due to services not being performed principally at the City’s premises or on public rights-of-way. from

B. Standard of Care. Consultant represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

C. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Consultant's failure to perform in the special timing requirement circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

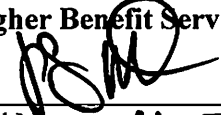
D. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

E. Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Consultant have executed this Agreement on the dates indicated.

Gallagher Benefit Services, Inc.

By: 
Printed Name: JAMES W. WHIT
Title: AREA PRESIDENT
Date Signed: 06/13/2026

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

For City, Attest:

By: _____
Ann Franklin, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney