

**AMENDMENT TO
GALLAGHER BENEFIT SERVICES, INC.
CONSULTING AGREEMENT**

The Consulting Agreement by and between Gallagher Benefit Services, Inc. (“Gallagher”) and County of Hidalgo, Texas (“Client”), effective February 11, 2020 is hereby amended as set forth below.

Effective October 16, 2023:

Exhibit A, *Scope of Services* is amended to add the following service for additional direct fee of \$400:

Written Cafeteria Plan Document (Premium Only Plan) and Summary Plan Description Services:

1. Draft a cafeteria plan document and summary plan description.
2. Provide Client with a questionnaire to use to draft a cafeteria plan document and summary plan description to be provided to Client.
3. Deliver the cafeteria plan document and summary plan description in electronic format within approximately fifteen (15) business days after Gallagher receives the fully completed questionnaire and this fully executed Agreement.
 - a. The material that Gallagher will provide to Client will be based on the information provided to Gallagher in the questionnaire. Client is strongly advised to review the material provided with its own legal counsel before it is formally adopted, as the scope of Gallagher’s plan document services does not include any legal or tax services and cannot possibly take into account all of the related factors that may affect a Client or Plan Sponsor’s particular situation.
4. Provide one set of revisions to the cafeteria plan document and/or summary plan description, free of charge, upon client request and within 60 days of delivery of the cafeteria plan document and summary plan description.
5. **LIMITATION OF LIABILITY:** Notwithstanding anything contained herein to the contrary in this Agreement, for these written cafeteria plan document and summary plan description services only, Gallagher’s aggregate liability under this Agreement, if any, to Client for claimed loss or damage arising from or related to these services shall not exceed \$10,000.

Exhibit B, *Compensation Disclosure Statement* is also modified and restated as noted in the attached.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed.

Gallagher Benefit Services, Inc.

Client

By: Betty Gwinn

By: _____

Name: Betty Gwinn

Name: _____

Title: Area Executive Vice President

Title: _____

Date: Oct 16, 2023

Date: _____

**EXHIBIT B
COMPENSATION DISCLOSURE STATEMENT**

Line of Coverage / Service	Company	Commission ^{1&2}	Third Party Compensation	Direct Client Fees ³	Effective Date
Consulting Services	n/a	n/a	n/a	75,000	03/10/2023
Plan Document Services				Included	10/16/2023

If needed insert additional supp comp information in this row – if extra space is not needed then delete this statement

It should also be noted that:

- Gallagher is not an affiliate of the insurer or vendor whose contract is recommended. This means the insurer or vendor whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of Gallagher.
- Gallagher's ability to recommend other insurance contracts or vendors is not limited by an agreement with any insurance carrier or vendor and Gallagher is effecting the transaction for applicable plan(s) in the ordinary course of Gallagher business. Thus, pertinent transaction(s) are at least as favorable to the applicable plan(s) as an arm's length transaction with an unrelated party.
- Gallagher is not a trustee of the plan(s) and is neither the Plan Administrator of the plan(s), a Named Fiduciary of the plan(s), nor an employer which has employees in the plan(s).

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher's and Gallagher affiliates' income before purchasing the insurance product and/or vendor services and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24⁴, which protects both Client and Gallagher⁵, and the disclosure requirements under ERISA §408(b)(2), as amended by Div. BB, Title II, §202 of the Consolidated Appropriations Act, 2021. Disclosure must be made to responsible plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/compensation. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to Compensation_Complaints@ajg.com.

¹ Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan.

² Gallagher may receive supplemental compensation from insurance carriers and vendors, normally calculated at the end of each calendar year, that are contingent on a number of factors including the overall number of employer plans represented, plan retention rates, and overall premium growth. Historically, supplemental compensation has ranged, on average, between 0-3% based on specific carrier programs. These plans have no effect on premiums. Further, Gallagher may receive non-cash compensation from plan vendors or service providers that are not in connection with any particular client. If you have any questions regarding direct or indirect compensation received by Gallagher, please contact your dedicated Gallagher advisor or refer to the [Gallagher Global Standards of Business Conduct](#).

³ Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.

⁴ Which allows an exemption from a prohibited transaction under Section 408(a) of the Employee Retirement Income Security Act of 1974 (ERISA).

⁵ In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.