



Consulting Services Agreement

This Consulting Services Agreement (the "Agreement") made and entered into effective as of November 1, 2016 ("Effective Date"), by and between City of Reno ("Client") and the Mountain West Series of Lockton Companies, LLC ("Lockton"). In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **TERM.** This Agreement will be in effect from the Effective Date to October 31, 2019 unless earlier terminated in accordance with the provisions of Section 4 of this Agreement. This Agreement may be extended by mutual written agreement of the parties pursuant to Section 6.3 of this Agreement.

2. COMPENSATION, DISCLOSURE AND PAYMENT TERMS

2.1 **Compensation.** All consulting and/or insurance services provided by Lockton as set forth in Addendum A will be performed for the following compensation:

- An annual fee in the amount of \$90,000 and
- As applicable, other compensation set forth below.

2.2 **Disclosure.** In addition to the compensation set forth above, Client acknowledges, consents and agrees that Lockton may also receive other forms of incentive compensation such as contingency payments, bonuses, overrides, prizes/awards and/or supplemental commissions or other commission-like payments from insurance companies, intermediaries (which may be affiliated with Lockton) or other third parties as a result of being Client's insurance broker (collectively, "Additional Compensation"). Addendum B, receipt of which is hereby acknowledged, sets forth a disclosure of actual or estimated commissions and/or Additional Compensation, if any, Lockton may or will receive on account of its services provided to you or on your behalf.

2.3 **Agreement to Forgo Receipt of Commissions.** In consideration of Client's agreement to pay the fee set forth in Section 2.1 above, Lockton agrees that it will seek to make all placements referenced in Addendum B on a net of commission basis, except that Lockton may accept and retain commissions related to voluntary product placement. In the event an insurance company cannot or will not comply with this request, or Client and Lockton subsequently mutually agree it is not in Client's best interest, any such commissions will be disclosed to Client and returned to the insurance company with the request that the insurance company either credit the commission amount towards Client's premium obligation or return it directly to the Client to the extent permitted by applicable law. If any insurance company refuses to credit or return commissions to Client, Lockton will return the commissions directly to the Client to the extent permitted by applicable law or, to the extent returning the commissions to Client is not permitted by applicable law, disclose to Client the amount of the commissions. Client acknowledges

and agrees that any contemplated premium credit request or return of commission to an insurance company or Client will be done to accomplish and maintain the total agreed-upon compensation to Lockton and is not an inducement to purchase or renew coverage through Lockton.

2.4 **Payment Schedule.** Client shall pay the fee set forth above on the following payment schedule:

<u>Due Date</u>	<u>Amount Due</u>
Monthly	\$7500

Client will provide full payment to Lockton for all fee invoices submitted within 90 days of Client's receipt of each invoice. Client may direct a Third Party Administrator (TPA) to pay Lockton's monthly fee as an administrative accommodation. Client grants Lockton a right to setoff any amounts Lockton owes to Client against any unpaid fees Client owes to Lockton.

2.5 **No Offset.** It is further agreed that no portion of any noncash compensation (e.g., meals, entertainment, travel, gifts, etc.) received by Lockton from any insurance company, intermediary, or other third party as a result, in whole or in part, of Lockton's services as Client's insurance broker shall be offset or credited against the compensation payable to Lockton as set forth above.

3. SERVICES

3.1 **Scope of Services.** It is hereby understood and agreed that in consideration of the compensation set forth above, Lockton will provide the consulting services outlined in Addendum A, which is attached to and made part of this Agreement. In the event Client: 1) requests that Lockton place coverage on any line(s) of business not indicated in Addendum B; 2) requests that Lockton provide other services beyond those set forth in Addendum A; or 3) makes an acquisition or otherwise experiences growth such that the level and/or scope of services needed by Client shall significantly exceed the level of services as contemplated at the inception of this Agreement, Client and Lockton agree to review in good faith the additional services required and increase the fee set forth herein or agree to other compensation (such as commissions on additional placements) in addition to the fee. Such additional compensation shall be set forth in a written and signed addendum pursuant to Section 6.3 of this Agreement.

3.2 **Use of Intermediaries.** When in Lockton's professional judgment it is necessary or appropriate, Lockton may utilize the services of intermediaries or other appropriate outside vendors to

assist in the servicing and marketing of Client's employee benefit programs. However, this may only be done after consultation with and prior approval by Client. Such intermediaries may or may not be affiliates of Lockton. Lockton will advise Client whether any such intermediary is an affiliate of Lockton. Under all circumstances, any and all compensation earned by any intermediary or outside vendor shall be in addition to the compensation paid to Lockton as described herein.

4. TERMINATION OF SERVICES

4.1 Termination for Convenience. Client or Lockton may terminate this Agreement at any time with thirty (30) days' written notice to the other party.

4.2 Termination Upon Change in Broker of Record. However, should Client designate a broker other than Lockton as its exclusive broker of record at any time subsequent to the Effective Date for any reason, this Agreement shall terminate on the effective date of the change in broker of record ("BOR") rather than at the conclusion of the thirty (30) day notice period referenced in Section 4.1., above.

4.3 Fee Due at Termination.

In the event that Client terminates this Agreement, either by BOR or by thirty (30) days written notice, all services will be discontinued on the effective date of termination and Lockton will assist in the transition to Client's new broker/consultant.

4.4 Additional Expenses Payable Upon Termination. In the case of a renewal, should some or all of the insurance coverages described in Addendum B be assigned to another broker through a broker of record letter prior to the inception date of the coverages, in addition to any termination payment owed pursuant to Section 4.3 above, Client will reimburse Lockton for its reasonable expenses for the time, charges, and expenses incurred for the renewal services provided through the date of the broker of record letter.

5. CONFIDENTIALITY

5.1 Confidential Information. Lockton and Client acknowledge that the nature of Lockton's services provided to Client may result in either party (the "Disclosing Party") disclosing to the other party (the "Receiving Party") certain of Disclosing Party's information ("Information"), some of which may be of a confidential or proprietary nature. For purposes of this Agreement, Information shall mean any and all nonpublic information provided to the Receiving Party, which may include the Disclosing Party's product, marketing, pricing or financial strategies; customer information; employee information; proprietary business processes or technologies; financial information and/or trade secrets.

5.2 Exclusions. Information shall not include any information that: 1) is or becomes publicly known and generally available in the public domain through no wrongful action or disclosure by the Receiving Party; 2) becomes known by the Receiving Party without any obligation to hold such information in confidence; 3) is received from a third party without similar restrictions known to the Receiving Party; 4) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Information; or 5) The Receiving Party is required by law,

regulation, summons, subpoena or similar judicial, regulatory or administrative order or proceeding to disclose, but only to the extent and for the purpose of such required disclosure, provided the Receiving Party, unless prohibited by law, gives the Disclosing Party prompt written notice of such required disclosure to enable the Disclosing Party to pursue protective measures.

5.3 Receiving Party's Confidentiality Duties. In consideration of the Disclosing Party's disclosure of Information to the Receiving Party, the Receiving Party hereby agrees as follows:

A. The Receiving Party shall take all reasonable steps to protect the confidentiality of the Information, and shall not use the Information for any purpose other than the advancement of the services contemplated herein.

B. The Receiving Party shall not, without the prior written approval of the Disclosing Party, publish or disclose to others any of the Information, except that Client expressly authorizes Lockton to disclose Client's Information to underwriters, insurers, insurance-related intermediaries and/or other third parties as necessary for the purpose of providing the services contemplated herein.

C. The Parties acknowledge that any unauthorized disclosure or use of the Information in violation of this Agreement by a Receiving Party may cause the Disclosing Party irreparable harm, and that money damages alone, the amount of which might be difficult to ascertain, might be an inadequate remedy and, therefore, agree that the Disclosing Party shall have the right to seek injunctive relief in addition to any other remedies otherwise available to the Disclosing Party at law or in equity.

D. At the Disclosing Party's written request, the Receiving Party shall return to the Disclosing Party any and all records or documents constituting the Information, except that the Receiving Party shall be permitted to retain an archival copy of the Information pursuant to its record retention and regulatory and legal compliance requirements. If return of the Information is not feasible, the Receiving Party shall maintain the Information pursuant to the terms and conditions of this Agreement.

6. GENERAL CONDITIONS

6.1 Cooperation. Client shall provide Lockton with reasonable cooperation and assistance necessary for Lockton to fulfill its responsibilities to Client pursuant to the terms of this Agreement, including, without limitations, copies of all documents reasonably requested by Lockton and the cooperation of and access to certain of Client's personnel.

6.2 Assignment. Neither party shall assign any rights or duties herein set forth without the prior written consent of the other party.

6.3 Entire Agreement. The terms and conditions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof. Subject to the provisions of Section 3.1, this Agreement shall not be amended except by a written amendment signed by both parties, and no promises, agreement, or representations not herein set forth shall be of any force or effect between them. This Agreement shall

serve to terminate and supersede all agreements and undertakings heretofore entered into between the parties on subjects covered by this Agreement.

6.4 Indemnification. Lockton and Client shall indemnify, defend, and hold one another, their directors, officers, employees, agents, and representatives harmless from and against any and all claims, damages, losses, or expenses (including such parties' reasonable attorney, accountant, and expert witness fees and costs) incurred by one party as the result of (i) a material breach by the other party of any of its obligations under this Agreement or (ii) any willful or negligent conduct of the other party.

6.5 Dispute Resolution. Any and all disputes between the parties arising out of or relating to this Agreement or the services provided pursuant to this Agreement shall be adjudicated and resolved exclusively through binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in effect at the time such arbitration is initiated. Any arbitration hereunder shall be conducted in Kansas City, Missouri, and the decision of the arbitrator shall be final and binding upon all parties. An arbitrator's decision may be recorded and registered as a judgment in any jurisdiction in which the party against whom the arbitration award is rendered has assets in order for the prevailing party to collect any amounts due hereunder. Each party shall be responsible to pay its own arbitration filing fees, arbitrator fees, attorney fees, and other related administrative costs and expenses incurred in the course of prosecuting or defending a claim in arbitration.

6.6 Limitation of Liability. IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS), ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHER LEGAL THEORY. IN ANY EVENT, THE LIABILITY OF ONE PARTY TO THE OTHER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO TEN MILLION DOLLARS (\$10,000,000.00). THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION SHALL NOT APPLY TO: 1) ANY DAMAGES AWARDED IN CONJUNCTION WITH A FINAL JUDICIAL DETERMINATION OF FRAUD OR GROSS NEGLIGENCE; OR 2) PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENT, WILFUL OR INTENTIONAL ACTS OF A PARTY OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS. REFERENCES TO A PARTY IN THIS SECTION 6.6 INCLUDE SUCH PARTY'S DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AGENTS AND DOMESTIC AND INTERNATIONAL AFFILIATED ENTITIES.

6.7 Accuracy and Completeness of Information. Client shall be solely responsible for the accuracy and completeness of all information furnished to Lockton and/or to underwriters, insurers, insurance-related intermediaries and/or other third parties as necessary for the services contemplated herein.

Lockton shall not be responsible to independently verify the accuracy or completeness of any information that Client provides, and Lockton shall be entitled to rely on such information. Lockton shall have no liability for any errors, deficiencies or omissions in any services provided to Client, including the placement of insurance on Client's behalf, that are based on inaccurate or incomplete information provided to Lockton. Client understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the denial of claims or rescission of coverage altogether. Client will review all policy documents provided to Client by Lockton and shall inform Lockton of any inaccuracies, deficiencies or discrepancies contained therein.

6.8 Use of a Particular Insurer. Lockton is not bound to utilize any particular insurer and is not authorized to make binding commitments on behalf of any insurer, except under certain circumstances which Lockton shall endeavor to make known to Client. Lockton shall not be responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or other financial obligations. Lockton does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to Client. Lockton will not take any action to replace Client's insurers unless Client instructs Lockton to do so.

6.9 No Reliance. Any reports or advice provided by Lockton should not be relied upon as accounting, legal or tax advice. In all instances, Lockton recommends that Client seek independent advice on such matters from professional accounting, legal and tax advisors.

6.10 Responsibility for Insurance Programs. Lockton will not be responsible for the adequacy or effectiveness of any insurance programs or policies implemented or placed by another broker, including without limitation any acts or omissions occurring prior or subsequent to Lockton's engagement.

6.11 Relationship between the Parties. Lockton will act as the Client's insurance broker with respect to the lines of insurance listed in Addendum B. The Client acknowledges and agrees that in no event shall Lockton owe any enhanced or special duties to the Client, express or implied, in fact or by law, whether referred to as a special relationship or fiduciary relationship or otherwise, except to the extent required by applicable law.

6.12 Notices. Any communication or notice required or which may be given hereunder shall be addressed to Client and to Lockton at their respective addresses as follows:

CLIENT

City of Reno
1 East 1st Street
Reno, NV 89505
Attn: Mandee Bowler
Title: Director of Human Resources

LOCKTON

MOUNTAIN WEST SERIES OF LOCKTON COMPANIES, LLC
8110 East Union Suite 700
Denver, CO 80237
Attn: Mark Bundy
Title: Chief Operating Officer

6.13 Governing Law. This Agreement shall be governed for all purposes by the laws of the state of Nevada.

<The rest of this page is intentionally left blank. Signature page to follow.>

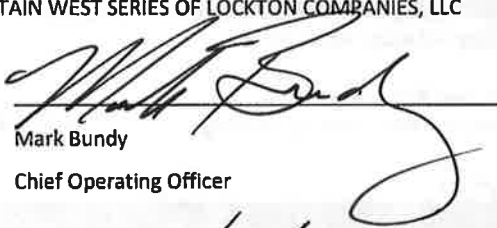


In witness whereof, the parties hereto have executed the Agreement in duplicate Intending each copy to serve as an original as of the day and year first written above.

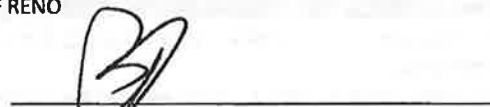
MOUNTAIN WEST SERIES OF LOCKTON COMPANIES, LLC

CITY OF RENO

BY:


Mark Bundy
Chief Operating Officer

BY:


Mande Bowler
Director of Human Resources

DATE:

1/26/18

DATE:

1/16/18

Addendum A – Consulting Agreement Services

Scope of Services	
STRATEGIC PLANNING	COST
<ul style="list-style-type: none"> • Conduct annual health & welfare program assessment to assist in developing short and long term goals • Conduct annual and ongoing strategic planning meeting(s) with senior management • Recommend possible program modifications that support client's goals/objectives 	Included in Fee
ACCOUNT MANAGEMENT	COST
<ul style="list-style-type: none"> • Prepare annual client service plan to reflect agreed upon projects, assigned accountabilities and timeframes • Provide support to client HR team with vendor service issues (billing, eligibility, claims, etc.) • Coordinate and attend vendor meetings (e.g., annual plan performance reviews, planning meetings, etc.) • Assist client HR team with employee benefit related compliance inquiries 	Included in Fee
RENEWALS/MARKETING	COST
<ul style="list-style-type: none"> • Conduct pre-renewal strategy meeting to establish goals and objectives • Analyze and negotiate all vendor renewals • Prepare and release vendor RFPs as needed • Prepare and present pre-renewal and final renewal reports including RFP (marketing) reports (if applicable) • Facilitate and attend RFP finalist presentations (if applicable) • Negotiate final terms, conditions and performance guarantees with all vendors • Assist with finalizing plan design, rates and contribution structure • Manage new vendor implementation process 	Included in Fee
FINANCIAL ANALYSIS AND DATA ANALYTICS	COST
<ul style="list-style-type: none"> • Prepare, deliver and review financial reporting package showing monthly spend and cost vs. budget • Prepare mid-year budget/renewal projection • Prepare final annual budget/renewal report • Provide COBRA rates (self-funded) • Analyze funding options (medical, dental & vision plans); conduct self-funding feasibility study • Provide plan design and an interactive contribution and benefits modeler (ICBM) to include cost projections, employee/employer contribution strategies and enrollment migration estimates • Provide annual IBNR reserve calculation (non-certified; certified- separate fee applies) • Provide stop loss analysis, including predictive modeling analysis (if applicable) • Conduct provider network discount analysis • Provide reporting (self-funded clients) including detailed information on medical and pharmacy claims utilization, chronic disease prevalence, cost management opportunities, wellness program compliance, etc. 	Included in Fee
BENCHMARKING	COST
<ul style="list-style-type: none"> • Prepare Lockton standard benchmark report using Lockton and other public data 	Included in Fee
<ul style="list-style-type: none"> • Develop custom benchmark reporting 	Not Included in Fee

Addendum A – Consulting Agreement Services

Scope of Services	
EMPLOYEE COMMUNICATIONS	COST
<ul style="list-style-type: none"> • Provide Lockton standard employee communications (e.g.; employee communications, benefit update, benefit guide) in electronic copy. Standard of three proofs included in fee. • Provide standard monthly newsletter with client logo • Provide Plan Selector Tool • Develop and administer online employee survey 	Included in Fee (Printing not included)
<ul style="list-style-type: none"> • Assist with annual enrollment process (timing, communications, etc.) <ul style="list-style-type: none"> ➢ Prepare materials and assist in conducting open enrollment webcasts ➢ Conduct train the trainer sessions with HR staff 	Included in Fee
<ul style="list-style-type: none"> • Develop periodic benefit related company newsletter articles • Develop customized employee communication pieces 	Included In Fee
<ul style="list-style-type: none"> • Compensation and/or benefit statements (Lockton outsources to third party vendor. Cost will be billed directly to client by selected vendor.) 	Not Included in Fee
COMPLIANCE SERVICES	COST
<ul style="list-style-type: none"> • Provide assistance with relevant regulatory matters (e.g., ERISA, COBRA, HIPAA, IRC) • Provide regular updates on legislation affecting benefit programs • Review plan documents, vendor contracts and SPDs; manage updates annually following renewal • Provide compliance newsletters, Alerts via email; client seminar(s) 	Included in Fee
<ul style="list-style-type: none"> • Prepare wrap and cafeteria plan documents • Conduct IRC Section 105(h) nondiscrimination testing 	Not Included in Fee
HEALTH CARE REFORM (HCR)	COST
<ul style="list-style-type: none"> • Assist with development of health care reform compliance strategy • Review/develop exchange strategy (if applicable) • Prepare and review HCR compliance checklist • Provide periodic HCR training and updates via webcast, Alerts and blog posts • Provide ad-hoc guidance on various topics (e.g.; measurement periods) • Evaluate private exchange solution; identify pros and cons based on <ul style="list-style-type: none"> • Existing enrollment platform • Employee education • Contribution strategy • Funding arrangement • Company culture 	Included in Fee
<ul style="list-style-type: none"> • Create and implement custom private exchange platform • Evaluation of benefit administration platforms • Prepare HCR Impact modeler 	Not Included in Fee

Addendum A – Consulting Agreement Services

Scope of Services	
ACTUARIAL SERVICES	COST
<ul style="list-style-type: none"> • Provide Medicare Part D attestation of creditable coverage • Prepare FAS 106 retiree medical valuations • Prepare GASB 45 valuations 	Not Included in Fee
HEALTH RISK SOLUTIONS (HRS) – WELLNESS	COST
<ul style="list-style-type: none"> • Assist with HRS program development; establish long term strategies, goals and objectives • Assist with vendor selection, evaluation and management • Manage third party vendor integration • Evaluate performance of wellness and disease management programs via historical metrics • Provide readiness assessment tool 	Included in Fee
<ul style="list-style-type: none"> • Create customized outcomes-based HRS program • Develop customized HRS scorecard and metrics tracking • Prepare and distribute vendor RFP's – facilitate finalist interviews, negotiate contracts and assist with vendor implementation 	Not Included in Fee
<ul style="list-style-type: none"> • Consulting/RFP for onsite clinic 	Not Included in Fee
MERGER AND ACQUISITION SERVICES	COST
<ul style="list-style-type: none"> • Provide general consulting and advisory support 	Included in Fee
TECHNOLOGY CONSULTING	COST
<ul style="list-style-type: none"> • Provide situational analysis of current HR, payroll, benefits and/or time technology process • Facilitate vendor selection process for HR, payroll, benefits, and/or time technology and services • Provide implementation oversight of vendor(s) 	Not Included in Fee
<ul style="list-style-type: none"> • Prepare and release RFP for enrollment vendor including communications and call center 	Not Included in Fee

Addendum B – Compensation Disclosure Statement

Thank you for giving Lockton Companies, LLC, the opportunity to provide insurance brokerage and/or consulting services to you on behalf of your employee benefit plans. The purpose of this Compensation Disclosure Statement is to explain the circumstances under which Lockton may receive compensation from insurance companies and other entities for the services we provide on your behalf, and the method by which the amount of that compensation is determined.

As your broker and/or consultant, Lockton may assist you with (i) the placement of one or more insurance contracts offered by employee benefits insurers and/or (ii) services related to one or more self-funded plans administered in whole or in part by an insurance company or other entity, such as a third-party administrator ("TPA").

Upon placement of a policy with an insurance company, Lockton typically receives compensation from that insurer. This compensation may differ in form and amount depending on the product and the insurer. In cases where Lockton facilitates the placement of an administrative services contract with an insurance company or TPA, Lockton might receive commission-like payments from that carrier or TPA.

There are generally three types of commission or commission-like payments made by insurance carriers and TPAs to employee benefit brokers and consultants:

1. **Base Commissions**—Typically, base commission is equal to a percentage of the policy premiums paid by the contract holder. The rate and amount of commission may vary based on the specific circumstances of an individual policy placement.
2. **Additional Compensation**—Contingency payments, bonuses, overrides, prizes/awards and/or supplemental commissions or other commission-like payments from insurance companies, intermediaries (which may be affiliated with Lockton) or other third parties as a result of being Client's insurance broker (collectively, "Additional Compensation") are typically based upon factors such as the overall premium volume placed with a particular insurer, premium growth year-over-year, retention/persistency and the profitability of all the business placed with that insurer on a national basis. Historically, Additional Compensation received by Lockton has ranged from 0.5-5% of overall premium volume placed with an insurer. Additional Compensation is not considered part of the base commissions, and typically is not based upon or contingent on the sale of any particular policy to a particular insured, and does not affect the premium you pay. Some carriers may take into account administrative-services-only contracts placed with the carrier by the broker or consultant on a client's behalf when calculating Additional Compensation.
3. **Administrative Service Fees**—Insurance companies and TPAs may pay a commission-like fee for services rendered to arrange for the insurance company or TPA to administer a client's self-insured benefit program.

Attached you will find a summary description of the compensation we believe Lockton is or may be entitled to receive from the insurance companies and/or other entities listed in the attachment that is attributable to the insurance or administrative service contracts placed with those insurers or other entities on your behalf. Lockton will update this Compensation Disclosure Statement as the information in the attachment changes (i.e., as contracts are placed or renewed, or there are material changes to the terms and conditions of Lockton's compensation from insurance carriers and other entities providing insurance and/or administrative services to you).

Please note that insurance companies are required to disclose to most clients the base and supplemental commissions and other incentive compensation they pay to the clients' brokers and consultants. They are also required to disclose the value of certain gratuities and gifts (business lunches, tickets to sporting events, etc.) supplied to Lockton Producers and Associates if those items are supplied directly or indirectly in relation to your insurance contract. These amounts are to be reflected as part of the carriers' Form 5500 Schedule A disclosures supplied to you. Because carriers might employ different methods for tracking, tabulating, and allocating these various items, the amounts reflected on your Schedule A information might vary somewhat from the amounts reflected in our attached summary of anticipated compensation.

Please feel free to contact us if you have any questions regarding this Compensation Disclosure Statement.



Compensation Disclosure



Compensation Disclosure – Attachment Sheet 1 of 1 Sheets(s)

Lockton believes it is or may be entitled to receive the compensation listed below, from the insurance companies and/or other entities listed below, attributable to the insurance and/or administrative service contracts placed with those insurers and/or other entities on your behalf.

Client Name:	City of Reno
Insurer or TPA:	CDS Group Health (TPA)
Policy or Benefit Type:	Medical PPO
Plan Name:	City of Reno Health Plan
Policy / Contract Year:	Evergreen / Recurring
Base Commissions:	None. As an administrator accommodation, CDS Group Health pays the Lockton's \$7500 monthly consulting fee referenced herein.
Additional Compensation:	This insurer/TPA does not have an Additional Compensation program in place that might apply to the placement of your policy(ies) or administrative-services-only contract(s).

Client Name:	City of Reno
Insurer or TPA:	Hometown Health (TPA)
Policy or Benefit Type:	Medical PPO
Plan Name:	City of Reno Health Plan
Policy / Contract Year:	Evergreen / Recurring
Base Commissions:	None
Additional Compensation:	This insurer/TPA does not have an Additional Compensation program in place that might apply to the placement of your policy(ies) or administrative-services-only contract(s).

Client Name:	City of Reno
Insurer or TPA:	VSP –Vision Service Plan
Policy or Benefit Type:	Vision PPO Plan
Plan Name:	City of Reno Health Plan
Policy / Contract Year:	Effective Date 7/1/2017 to Expiration Date 6/30/2018
Base Commissions:	None
Additional Compensation:	This insurer/TPA does not have an Additional Compensation program in place that might apply to the placement of your policy(ies) or administrative-services-only contract(s).

Client Name:	City of Reno
Insurer or TPA:	Standard
Policy or Benefit Type:	Basic Life / LTD
Plan Name:	City of Reno Health Plan
Policy / Contract Year:	Effective Date 7/1/2017 to Expiration Date 6/30/2018
Base Commissions:	None
Additional Compensation:	This insurer/TPA does not have an Additional Compensation program in place that might apply to the placement of your policy(ies) or administrative-services-only contract(s).

Our Mission

To be the worldwide value and service leader in insurance brokerage,
risk management, employee benefits, and retirement services

Our Goal

To be the best place to do business and to work



LOCKTON[®]

RISK MANAGEMENT | EMPLOYEE BENEFITS | RETIREMENT SERVICES

www.lockton.com

**Consulting Services Agreement
CITY OF RENO
and
MOUNTAIN WEST SERIES OF LOCKTON COMPANIES, LLC
AMENDMENT NO. 1**

The Consulting Services Agreement between City of Reno and Mountain West Series of Lockton Companies, LLC effective November 1, 2016, is hereby amended with the following understanding.

Effective October 31, 2019, the following sections of the Agreement are amended as follows:

1. Section 1 is amended to add:
The Agreement is hereby extended from October 31, 2019 through October 31, 2020 (the "Extension Term").
2. Section 2.1 is amended to add:
The Fee Compensation for the Extension Term covering services set forth in Addendum A for the lines of business listed is \$90,000 (the "Extension Fee").
3. Section 2.4 is amended to add:
The payment schedule for the Extension Fee shall be:


<u>Due Date</u>	<u>Amount Due</u>
Monthly	\$7,500


All other terms and conditions remain unchanged.

The parties hereto have agreed and accepted the terms of this amendment and have caused the amendment to be executed by their duly authorized representatives as of the day and year first written above.

MOUNTAIN WEST SERIES OF LOCKTON
COMPANIES, LLC

CITY OF RENO

BY: 
NAME: Mark B. Bunch
TITLE: EVP
DATE: 2/12/2020

BY: 
NAME: Sabra Newby
TITLE: City Manager
DATE: 2/28/2020

ATTEST TO LEGAL FORM:


City Attorney's Office

Consulting Services Agreement
CITY OF RENO
and
MOUNTAIN WEST SERIES OF LOCKTON COMPANIES, LLC
AMENDMENT NO. 2

The Consulting Services Agreement between City of Reno and Mountain West Series of Lockton Companies, LLC effective November 1, 2016, is hereby amended with the following understanding.

Effective October 31, 2020, the following sections of the Agreement are amended as follows:

1. Section 1 is amended to add:
The Agreement is hereby extended from October 31, 2020 through October 31, 2022 (the "Extension Term").
2. Section 2.1 is amended to add:
The Fee Compensation for the Extension Term covering services set forth in Addendum A for the lines of business listed is \$90,000 (the "Extension Fee").
3. Section 2.4 is amended to add:
The payment schedule for the Extension Fee shall be:

<u>Due Date</u>	<u>Amount Due</u>
Monthly	\$7,500

All other terms and conditions remain unchanged.

The parties hereto have agreed and accepted the terms of this amendment and have caused the amendment to be executed by their duly authorized representatives as of the day and year first written above.

MOUNTAIN WEST SERIES OF LOCKTON
COMPANIES, LLC

CITY OF RENO

DocuSigned by:

BY: Mark Bundy
NAME: Mark A. Bundy
TITLE: EVP and COO
DATE: October 27, 2020 | 11:30 AM MDT

BY: M. Burke
NAME: Maggie Burke
TITLE: Interim HR Director
DATE: 11.30.20