Resolution 2026-R-02

A Resolution Authorizing use of McGriff, a Marsh & McLennan Agency LLC Company Insurance Services as the City's Insurance Broker and the Execution of any Documents Necessary for Such Purposes and for Securing Insurance on Behalf of the City

THEREFORE BE IT RESOLVED, by the City Council of the City of Irondale, Alabama that the use of McGriff, a Marsh & McLennan Agency LLC Company's insurance services as the City's insurance broker is hereby authorized and Mayor James D. Stewart, Jr. or his designee is hereby authorized to execute any and all documents necessary for such purposes and for securing insurance coverages on behalf of the City, including but not limited to, the Client Service Agreement attached hereto as Exhibit 1.

ADOPTED & APPROVED: This the 6th day of January, 2026.

David Spivey, City Council President

APPROVED:

James D. Stewart, Jr., Mayor

ATTESTED:

Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on January 6, 2026, as same appears in the minutes of record of said meeting.

Leigh Ann Allison, City Clerk

EXHIBIT 1

CLIENT SERVICE AGREEMENT

CLIENT SERVICE AGREEMENT

Business Insurance

This Client Service Agreement and any statement of work, exhibits and appendices hereto (this "***Agreement***") is made as of January 3rd, 2026 (the "***Effective Date***"), by and between City of Irondale, Alabama (herein referred to as "***Client***"), and McGriff, a Marsh & McLennan Agency LLC company (herein referred to as "***MMA***"). MMA and Client may be referred to in this Agreement individually as "party" and collectively as the "parties".

NOW, THEREFORE, in consideration of mutual covenants and representations set forth in the Agreement, the parties hereby agree as follows:

Article I. Services Provided by MMA

1.1 Services

MMA shall provide the services to Client as outlined in a Statement of Work ("***SOW***") executed by the parties (the "***Services***"). The initial SOW between Client and MMA is attached as Exhibit A to this Agreement, and may be amended, from time to time, by mutual written agreement of the parties. Each SOW shall incorporate this Agreement by reference and shall specify the scope of Services to be provided, the payment terms, and any other terms and conditions specific to the Services to be provided thereunder. To the extent there is a direct conflict between the terms of this Agreement and an SOW, the terms of the SOW shall control.

1.2 Compensation

MMA performs Services in consideration of Client's payment of MMA's professional fees, commission from insurers or other amounts payable to MMA as set forth in the applicable SOW.

Article II. Term/Termination

2.1 Term

This Agreement shall begin on the Effective Date and continue until (a) a termination occurs pursuant to provision 2.2; or (b) the end of the applicable Service Period as described in the SOW, whichever occurs earlier. MMA's obligations to provide Services hereunder will terminate upon termination of the Agreement for any reason.

2.2 Termination

This Agreement, and any SOW attached hereto, may be terminated for convenience by either party by providing at least ninety (90) days' prior written notice to the other party. This Agreement may be terminated by MMA for Client's non-payment of fees as provided in the SOW, upon thirty (30) days' prior written notice to Client.

2.3 Events Upon Termination

Upon termination of this Agreement, Client shall pay to MMA any and all fees due and owing to MMA calculated in accordance with the applicable SOW for the period up to and including the effective date of termination. Commissions will be paid to MMA by applicable insurance carriers pursuant to such carriers' agent-of-record policies and procedures. Notwithstanding any termination of this Agreement, any Retail Commissions collected by MMA shall be considered fully earned upon receipt. Any termination of this Agreement shall not relieve Client of its obligation to pay for Services rendered and/or earned by MMA up to and including the effective date of termination.

Article III. Confidentiality and Ownership Rights

3.1 Confidentiality

Each party (the "***Disclosing Party***") may provide the other party (the "***Receiving Party***") with confidential information ("***Confidential Information***") in connection with this Agreement. Confidential Information shall include information that is marked or designated as confidential or proprietary at or prior to disclosure or which would appear to a reasonably prudent person to be confidential and/or proprietary in nature. Confidential Information shall also include, but not be limited to, this Agreement and all business strategies, plans and procedures, business information, proprietary information, scientific information, product plans, sales information and plans, data, and trade secrets of the Disclosing Party. The Receiving Party will not disclose to any third party or use any Confidential Information of the Disclosing Party, except that MMA, as Receiving Party, may share Client's Confidential Information with insurers, third party providers, intermediaries and other relevant third parties in furtherance of the Services (and the same shall not be considered agents and representatives of MMA for this purpose). MMA may include, on a de-identified and aggregated basis, information relating to Client's insurance program in benchmarking, modeling, analytics and other offerings to enhance MMA's Services. MMA may share with prospective insurers information about Client's upcoming insurance renewals to help insurers identify opportunities to compete for risk. The Receiving Party will take all steps reasonably required to maintain the confidentiality of Confidential Information received from the Disclosing Party.

Confidential Information does not include information that (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party; (ii) the Receiving Party can show was or is independently developed by the Receiving Party without any use of the Confidential Information; (iii) is de-identified and aggregated; or (iv) was received by the Receiving Party from a third party which the Receiving Party had no reason to believe had a confidentiality obligation to the Disclosing Party with respect to the information. The Receiving Party may disclose Confidential Information to the extent required by law, including pursuant to a subpoena or similar document; provided the Receiving Party will, to the extent practical, inform the Disclosing Party of the disclosure requirement in order to permit the Disclosing Party to seek a protective order. If requested by the Disclosing Party, the Receiving Party will return to the Disclosing Party (or destroy) all documents in the Receiving Party's possession that contain Confidential Information.

Notwithstanding the above, the Receiving Party may retain documents and archival records containing Confidential Information in accordance with the Receiving Party's record retention policy or as required by law. Each party's obligations under this section will continue for a period of three (3) years after the date the Confidential Information is disclosed to the Receiving Party.

3.2 Data Privacy

MMA will not retain, use, or disclose Client's Personal Information outside of the parties' direct business relationship or for any purpose other than as permitted in this Agreement or under Applicable Privacy Laws. Client agrees that MMA may process Client's Personal Information (a) to perform its obligations and exercise its rights under this Agreement; (b) to perform its legal obligations and to establish, exercise or defend legal claims in respect of this Agreement; or (c) as reasonably necessary for the proper management, assessment, improvement, and administration of MMA's business and the Services.

"***Applicable Privacy Laws***" means the international, federal, state and local laws relating to data protection or privacy that apply to the use, disclosure, collection, handling, retention or other processing of Client's Personal Information under this Agreement.

"***Personal Information***" means information that identifies or can be used to identify an individual as defined by, and is subject to protection under, Applicable Privacy Laws, that is provided by Client or on Client's behalf, and that MMA processes pursuant to this Agreement.

3.3 MMA Work Product

All works of authorship, including but not limited to, designs, plans, specifications, programs, computer output, valuations, estimates, report, data, memoranda, findings, recommendations of every description and every innovation, conception, improvement, discovery or invention and any intellectual property rights associated therewith which are created, utilized or developed by MMA or its representatives in conjunction with this Agreement ("***Work Product***") is and remains MMA's property. MMA grants to Client a non-transferable right to use the Work Product solely for Client's internal risk management purposes (the "***Intended Purpose***"). MMA will acquire no rights of ownership in intellectual property rights subsisting in any material provided by Client to MMA in connection with this Agreement.

MMA shall have no liability with respect to: (i) modifications made by any person other than MMA to the Work Product or deliverables provided to Client by MMA or (ii) any third party's use or reliance on the Work Product or deliverables provided to Client by MMA.

Article IV. Limitation of Liability; Disclaimers; Analytics

4.1 Limitation of Liability

In no event shall either party to this Agreement be liable for any indirect, incidental, consequential, punitive or other special damages or for any lost profits arising out of or relating to any services provided by MMA or its affiliates, even if advised of the possibility of such damages. The aggregate liability of MMA, its affiliates and any officer, director or employee of MMA and its affiliates ("***MMA Parties***") arising out of or relating to the provision of any Services at any time by any of the MMA Parties shall not exceed ten million dollars ($10,000,000). This provision applies to the fullest extent permitted by applicable law and to all causes of action, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.

4.2 Disclaimers

MMA does not act on behalf of any insurer, is not bound to utilize any particular insurer, and does not have the authority to make binding commitments on behalf of any insurer. MMA does not guarantee or make any representation or warranty that coverage or Services can be placed on terms acceptable to Client. MMA is not responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or meet other financial obligations. Client agrees that all decisions regarding the amount, type or terms of coverage shall be Client's ultimate responsibility. While MMA may provide advice and recommendations, Client must decide the specific coverages that are appropriate for its particular circumstances and financial position. The form of MMA's compensation, whether by commission, fee, or both, shall not affect MMA's role as insurance broker or the scope of the services to be provided by MMA.

MMA's service obligations to Client are solely contractual in nature. The parties acknowledge and agree that, in performing the Services, MMA and its affiliates are not acting as a fiduciary for Client, except to the extent required by applicable law, and do not otherwise have a fiduciary or other enhanced duty to Client.

MMA is not engaged in the practice of law or tax accounting and the Services provided hereunder do not constitute and are not a substitute for legal, tax and/or accounting advice. Any reports or advice MMA provides will be based on MMA's experience as an insurance broker and risk consultant and should not be relied upon as accounting, legal, regulatory or tax advice. Accordingly, MMA recommends that Client secure the advice of competent legal counsel and/or tax advisor with respect to any legal or tax matters related to the Services or otherwise.

4.3 Modeling and Analytics

MMA may also provide Client with modeling and/or business analytics services ("***Modeling and Analytics***"). These services are based upon a number of assumptions, conditions and factors. If any of them, or any information provided to MMA, is inaccurate or incomplete or should change, then the Modeling and Analytics could be materially affected. Modeling and Analytics are subject to inherent uncertainty, and actual results may differ materially from our projections. They are provided solely for Client's benefit. They do not constitute, and are not intended to be a substitute for, actuarial, accounting or legal advice. MMA will have no liability to any third party in connection with Modeling and Analytics or to Client with regard to any Modeling and Analytics performed or provided by a third party. Except to Client's insurers in connection with the placement of coverage by MMA, Client agrees not to share any of MMA's Modeling and Analytics work product with a third party without MMA's prior written consent.

Article V. Representations

5.1 Compliance with Applicable Law and Regulation

Each party agrees to comply in all material respects with all federal, state, and local laws and regulations applicable to such party in carrying out its obligations under this Agreement.

5.2 Accuracy of Information

Client shall provide to MMA timely, complete and accurate information to enable MMA to perform its obligations and provide Services hereunder. Client assumes full responsibility for any Client information provided to MMA, including, but not limited to, its condition, content, format, usability, or correctness and MMA has no obligation to confirm or verify the accuracy, authenticity, or completeness of any information provided by Client. Client understands that the failure to provide necessary, complete and accurate information to MMA, whether intentional or by error, could result in the voiding of coverage or denial of claims. Client acknowledges that MMA: (i) relies upon the accuracy of all information provided by Client in effecting and performing its obligations under this Agreement, and (ii) understands and agrees that MMA shall have no liability for its reliance on inaccurate or incomplete information.

Article VI. Other Provisions

6.1 Taxes and Fees.

The insurance MMA places for Client may require the payment of insurance premium taxes (including U.S. federal excise taxes), sales taxes, use taxes, surplus or excess lines and similar taxes or fees to federal, state or foreign regulators, boards or associations. Client agrees to pay those taxes and fees, and MMA will remit them to the relevant authorities after receiving them from Client.

6.2 No Third-Party Beneficiaries

Neither this Agreement nor the provision of the Services is intended to confer any right or benefit on any third party.

6.3 Governing Law/Waiver of Jury Trial

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to choice of law principles. Each party agrees not to include any employee, officer, director or trustee of the other as a party in any action, proceeding or counterclaim relating to such dispute.

6.4 Amendment; Waiver

No changes, amendments, or alterations shall be effective unless signed by duly authorized representatives of both parties. Neither the waiver by either party of a breach or violation of any provision of this Agreement nor the failure by either party to insist upon strict performance of any provision herein shall operate or be construed to be a waiver of any subsequent breach or violation thereof. To be effective, all waivers must be in writing and signed by an authorized officer of the party to be charged.

6.5 Exhibits; Entire Agreement

This Agreement (including any SOW, Exhibits and Appendices hereto) sets forth the complete and sole understanding between MMA and Client with respect to its subject matter and supersedes any and all prior or contemporaneous communications, discussions, agreements, understandings, promises, and/or representations made by either party to the other, whether oral, written, or in any other form not expressly included herein. This Agreement includes the following attachments:

EXHIBIT A – Statement of Work & Compensation

EXHIBIT B – Compensation Disclosure

[SIGNATURE PAGE FOLLOWS]

MMA BI Client Service Agreement

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

McGriff, a Marsh & McLennan Agency LLC company

By:______________________________

Printed Name: ______________________

Title: ______________________________

Date:______________________________

City of Irondale, Alabama

By: James D Stewart Jr.

Printed Name: James D Stewart Jr

Title: Mayor

Date: 1/6/2026

EXHIBIT A: STATEMENT OF WORK

This Statement of Work ("***SOW***") is entered into pursuant to the Client Service Agreement (the "***Agreement***") dated January 3, 2026 between the parties hereto, and sets forth the scope of services to be provided, and the compensation to be earned, by MMA. This SOW is subject to the terms and conditions contained in the Agreement.

PART 1 – SERVICE PERIOD

The Service Period shall begin January 3, 2026 and end January 3, 2029.

PART 2 – SCOPE OF SERVICES

MMA agrees to provide Client such Services as those described herein for the following lines of insurance coverage. MMA may utilize the services of foreign and domestic intermediaries to place Client's insurance upon its discretion.

Line(s) of Coverage/Fee
Property/Inland Marine, General Liability/Professional Liability, Commercial Auto, Umbrella [Excludes VFIS Coverage Program specifically covering Firefighter/Emergency Medical Services)
Line(s) of Coverage/Commission
Workers Compensation, VFIS Coverage Program (Property, Equipment, Auto, General Liability, Excess Liability), Crime Bond, Cyber Liability, Firefighter Cancer Policy

<u>Pre-Marketing Services</u>

(a) Conduct an initial strategy discussion in advance of each placement;
(b) Assist Client in assessing Client's risks and in developing insurance specifications which MMA will submit to insurers; and
(c) Recommend potential insurers.

<u>Marketing and Placement Services</u>

(a) Solicit quotes from insurers that Client selects;
(b) Negotiate on Client's behalf with insurers;
(c) Assist Client in evaluating the options received from insurers; and
(d) Use best efforts to place insurance for Client, but only after Client has authorized MMA to bind coverage for Client.

<u>Services related to MMA placements</u>

(a) Deliver confirmation of coverage once it is placed;
(b) Follow up with insurance carriers to obtain policies and/ or endorsements. MMA may deliver Client's insurance policies and endorsements to Client electronically;
(c) Review policies and endorsements for conformity with agreed terms and coverages;
(d) Provide coverage summaries;
(e) At Client's request, issue certificates or memoranda of insurance and/or auto identification cards;
(f) Review premium and exposure audits, rating adjustments, dividend calculations and loss data;
(g) Provide Client with invoices, except in the case of direct billing by insurers. Remit premiums to insurers and, where applicable, remit taxes and fees to the relevant authorities, following receipt thereof from Client; and

(h) Monitor published financial information of Client's current insurers and alert Client when one of those insurers falls below MMA's minimum financial guidelines.

(i) Review Client's loss control programs for adequacy and effectiveness and assist in the development of loss control objectives. Once objectives have been established, MMA will assist in developing a plan for loss control services including utilization of MMA risk control resources, insurer services or outside vendors. In the event that supplemental loss control services are required to achieve Client's objectives, MMA will obtain outside service provider proposals, evaluate the proposals and make recommendations to Client regarding the selection of an outside service provider.

<u>Claims-Related Services</u>

(a) Provide the following claims-related services:

Evaluate coverage applicability under certain MMA placed insurance policies;
Assist Client in the development of settlement strategies in relation to certain claims; and
Assist Client with insurer negotiations and litigation management issues that might impact certain claim settlements

If the Claims-Related Services that we provide become extensive, or if you ask us to perform Claims-Related Services that constitute additional services, we both agree to negotiate in good faith additional compensation for those services.

PART 3 - COMPENSATION

1.1 Fee-Based Compensation

MMA will deliver its Services to the Client in respect of the Fee Coverages for a fixed annual fee of $67,500, plus any applicable sales tax if required by state law, to be billed as follows: Annually.

MMA will credit against the fee any Retail Commissions (as defined in the attached Compensation Disclosure) that MMA or its affiliates collect on your Fee Coverages, except for:

> Commissions when MMA affiliates act as an underwriting manager on behalf of insurers or a wholesale broker;
> Retail commissions on placements made through MMA's Qualified Solutions Group (QSG);
> Retail commissions on Flood placements made through the National Flood Insurance Program; and
> Retail commissions on placements made by MMA's non-U.S. affiliates on behalf of you or your non-U.S. subsidiaries.

Any percentage of premium based insurer consulting compensation collected by MMA or its affiliates will not be credited against the fee.

If the Retail Commissions for the Fee Coverages for an annual period exceed the fee for that annual period, then MMA will credit any excess Retail Commissions to Client unless prohibited by anti-rebating laws. Where that is prohibited, Client may engage MMA or its affiliates to provide certain associated services up to the amount of the excess commission. The scope and terms of the associated services shall be subject to the parties' mutual agreement. Any unused excess amount remaining at the end of the annual period will be deemed earned by MMA. Wholesale, Contingent and Supplemental Commissions will not be included in calculating if the cap on Retail Commissions has been reached.

In the event the Agreement is terminated by MMA, MMA's fee compensation will be adjusted on a pro-rata basis. In the event the Agreement is terminated by the Client or by MMA for Client's non-payment of fees, with respect to Fee Coverages, MMA's fee for the current annual Service Period upon the effective date of termination shall be deemed fully earned.

1.2 Commission-Based Compensation

MMA shall be compensated for its Services for the Commission Coverages through Retail Commissions from insurers.

Any commissions that MMA or its affiliates receive, except as otherwise outlined in 1.1 above, will be considered fully earned at the time of placement. If Client terminates a policy before it expires MMA will retain any commissions collected, except where MMA places the replacement policy in which case MMA will return any unearned commission on the terminated policy.

1.3 Other Revenue.

If MMA assists Client with obtaining premium financing, MMA may receive compensation from the finance company. MMA will provide Client with information about arrangements MMA has with the premium finance companies, including any compensation MMA would receive on Client's placements.

MMA earns and retains interest income on premium payments it holds on behalf of insurers between the time MMA receives them from Client and the time MMA remits them to insurers, where permitted by applicable law.

1.4 Out-of-Scope Services.

MMA can provide additional services at an additional cost. The cost and scope of additional services will be agreed in advance and reflected in an amendment to this SOW or an additional SOW. If there is a significant change in Client's operations or risks that affect the nature and scope of Client's insurance program and/or the Client's service needs, both parties agree to renegotiate MMA's compensation in good faith. Changes in scope include, but are not limited to, a change in operations due to merger or acquisition.

MMA may also provide Client with certain risk consulting and analytics services ("Advisory Services") pursuant to separate statements of work to be mutually agreed upon by the parties. Any such statements of work will be subject to the terms of the Agreement.

For more information, please see Exhibit B for MMA's standard Compensation Disclosure which may be updated from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work.

McGriff, a Marsh & McLennan Agency LLC company

By:________________________________

Printed Name: ______________________

Title: ______________________________

Date:______________________________

City of Irondale, Alabama

By: James D. Stewart Jr

Printed Name: James D. Stewart Jr

Title: Mayor

Date: 1/6/2026

EXHIBIT B: COMPENSATION DISCLOSURE

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: **https://mma.marshmma.com/non-us-affiliates** . In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf.

MMA receives compensation through one or a combination of the following methods:

Retail Commissions – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client. If MMA places business through an affiliated wholesale broker or managing general agent, MMA will advise the client of this at or prior to placement.

Client Fees – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.

Contingent Commissions – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.

Supplemental Commissions – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.

Wholesale Broking Commissions – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.

Medallion Program and Sponsorships – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.

Other Compensation & Sponsorships – From time to time, MMA may be compensated by insurers for providing administrative services on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events. MMA may also have arrangements with vendors who compensate MMA for referring clients for vendor services.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at **https://www.marshmma.com/us/compensation-guide.html**.

Rev March 15, 2024