

City of Los Fresnos Service Agreement

The City of Los Fresnos, Cameron County, Texas, a municipal corporation ("City"), and Greer and Associates, Inc., **A Spire Risk Management Co.** ("Agents of Record"), are the Parties to this Agreement with an effective date of October 1, 2024.

RECITALS

WHEREAS, City wishes to obtain the assistance of Agents of Record to include agent services with strategic benefit planning, design, administration, and communication with respect to its employee ancillary programs; insurance benefits.

WHEREAS, Agents of Record have superior knowledge and expertise in assisting employers with designing and servicing employee insurance plans; and

WHEREAS, the Parties wish to set forth their respective expectations;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises in this Agreement and of the faithful performance of such covenants and conditions, the City and Agents of Record agree as follows:

SECTION I

Scope of Services to be Provided by Agents of Record

1. Agents of Record, subject to the terms of this Agreement, shall provide the below services. Agents of Record shall render the Services in a diligent, careful, thorough, and professional manner consistent with good business practice and shall at all times provide the City with the soundest and reasonable recommendations and advice. Time shall be of the essence with respect to all matters set forth in this Agreement.
 - a. Serve the City as an agent regarding the supplemental insurance to include Group Health, Vision, Dental, and Permanent Universal Life.
 - b. Review, on an ongoing basis, the existing employee insurance programs for competitiveness, appropriateness, and overall acceptance by plan participants.
 - c. Prepare a working summary for the City of each policy including key terms, conditions, and endorsements, and maintain summary up to date (outline will be approved by the City's Manager).
 - d. Assist the City in preparing and presenting periodic reports to the City Council, City Manager on the progress, applicability, and overall benefit of a specific plan.
 - e. Review new methods to determine the most effective and efficient service delivery strategies.
 - f. Assist the City with Premium renewals during its annual budget process.
 - g. Provide the City with Customer service, renewal negotiations, billings administration, transition, and implementation of voluntary plans employee benefits platform.
 - h. Collect information and making periodic presentations to staff, employees, and City Council, as requested, of insurance companies.

- i. Provide periodic comparisons of plans of benefits and employer/employee contributions to area cities and comparable businesses.
- j. Provide periodic reports using carrier data on claims and fixed expenses, and relate those to total premium and expectations for renewal.
- k. Add historical perspective to premium and claims data for all coverage and provide reports as needed by the City.
- l. Meet periodically with the City's staff relating to levels of customer service received from various carriers, and where required intercede with both parties to assist in problem resolution.

SECTION II

Information, Disclosure, and Record Keeping

1. City has the right to approve the hiring or utilization of any third-party entities or other intermediaries in connection with, arising out of, or in any way related to City's insurance and employee benefits management program. Agents of Records must seek written approval from the City prior to the use of any of the above in connection with the City's employee benefits management program. City shall promptly notify Agents of Record whether to approve or not approve such third-party entity or other intermediary, recognizing that time is of the essence.
2. Agents of Record will maintain accurate and current files, including but not limited to insurance policies and correspondence with insurers or Agents of Record, related to the services performed under this Agreement for a minimum of five (5) years. In connection with the performance of the services by Agents of Record, Agents of Record agree to promptly and fully disclose to City any information regarding the services as City may request.
3. All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the services or obtained in the performance of this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of such services.
4. When requested by Agents of Record, City agrees to provide information reasonable available to the City and pertinent to the services provided by Agents of Record to the City.

SECTION III

Confidentiality of Information and Security

1. Agents of Record shall take reasonable efforts to keep all City and related employee information confidential in accordance with normal operating procedures and industry standards. Agents of Record do not guarantee the security of any third party entities or intermediaries, and City agrees that Agents of Record shall not be liable for any breach of confidentiality, loss, or theft of any records, data, files, or other

information held by third party entities or intermediaries. Agents of Record shall follow written instructions from City as to policy and procedure.

SECTION IV

Terms and Termination

1. This Agreement shall commence as of the Effective Date for an Initial Term of one year. The term of this Agreement shall automatically renew on each successive anniversary of the Effective Date (the "Anniversary Date") for an additional term of one year, unless otherwise terminated as allowed in this Agreement.
2. City or Agents of Record may terminate this Agreement upon giving 30 days' prior written notice to all parties. IN addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Contractor breach or violate any of the provisions of this Agreement.
3. After such termination, this Agreement will continue to govern the parties' rights and obligations regarding the services and work performed before the termination. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.
4. Upon termination of this Agreement or at such other time as may be requested by City, Agents of Record shall return to City within ten (10) days of termination or request all documents, records, notebooks, including copies thereof, whether prepared by Agents of Record or others, in Agents' of Record possession and related to the services.
5. Upon termination of this Agreement, the City may take over the work and may obtain the services of another entity.
6. City acknowledges that products and services provided through third party entities and intermediaries may be terminated by those entities or intermediaries at any time without notice and that Agents of Record are not responsible for any termination of services by third party entities or intermediaries.

SECTION V

Cost of Services

1. Agents of Record will receive compensation or commission from insurance carriers and insurance vendors for the services rendered under this contract. Agents of Record agree that, in no event, shall the City be responsible for any compensation or commission for which Agents or Record are unable to collect from or are in dispute with insurance carriers and insurance vendors.

2. Agents of Record consent to the City requesting from the insurance carriers and insurance vendors' confirmation of all fees paid to Agents of Record arising out or related to the City's insurance coverages during the term of this Agreement. Agents of Record agree to execute any required documents or otherwise perform as needed to facilitate City's request.

SECTION VI

Personnel

1. Agents of Record will assign their personnel according to the needs of City and according to the disciplines required to complete the appointed task (s) in a professional manner. Agents of Record retain the right to substitute personnel with reasonable cause.

SECTION VII

Independent Contractor

1. Agents of Record acknowledge and agree that they are independent contractors of the City and are not employees of the City. Agents of Record more specifically acknowledge that it's employees will not be covered by the City's workers' compensation insurance; and Agents of Record will be solely and exclusively responsive for payment of all federal and state income taxes due in respect of all compensation and/or other consideration paid by the city of Agents of Record under this Agreement. Agents of Record shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Agents' of Record employees who provide services under this Agreement. Agents of Record acknowledge that they shall have no authority to bind City to any contractual or other obligation whatsoever. Agents of Record shall be entitled to seek and accept other engagements and/or employment during the term of this Agreement so long as such other employment or engagements do not interfere with the performance of Agents' of Record duties under this Agreement. Agents of Record shall be responsible to the City for all work or services performed by Agents of Record or any person or firm engaged as a sub-consultant or subcontractor to perform work in fulfillment of this Agreement.

SECTION VIII

Limitations

1. City acknowledges that:
 - a. Agents of Record have no authority or control over management of any of the employee benefit plans;
 - b. Agents of Record have no authority or control with respect to management or disposition of the assets of City's employee benefit plans;
 - c. Agents of Record shall perform services pursuant to this Agreement in a non-fiduciary capacity;

- d. Agents of Record are not in the business of providing legal services and cannot represent City in a legal dispute or propose or amend employee benefit plans; and
 - e. Agents of Record are not in the business of providing tax advice or services, and cannot represent City in a tax related dispute.
2. City agrees to notify Agents of Record as soon as possible of any proposed amendments to the plans' legal documents to the extent that City reasonably believes the amendments would affect Agents of Record in the performance of their obligations under this agreement.

SECTION IX

Notices

1. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

SECTION X

Indemnification and Limitation of Liability

1. The City agrees to indemnify, defend and hold harmless Agents of Record against and from any liability, expense (including reasonable attorney fees), and claims for damages or relief, of any nature whatsoever, which may be asserted against Agents of Record as a result of or arising out of (a) any acts, errors, or omissions of the City, or its employees and (b) any breach of this Agreement by the City. The City's duties to defend, indemnify and hold harmless Agents of Record shall extend beyond the termination of this Agreement.
2. To the maximum extent allowed by law, Agents of Record agree to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Agents of Record, its agents, officers, and employees in connection with the services under this agreement.
3. The Parties agree that none shall be liable to any other for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with the Agreement, performance of services, or of any other obligations relating to this Agreement, even if any of the Parties have been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the

maximum extent allowed by law for limitation of each of the Parties' liability, regardless of the cause of action under which such damages are sought.

SECTION XI

Alternate Dispute Resolution

1. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.
2. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION XII

Controlling Law, Mandatory Venue, and Fees and Expenses

1. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in State courts located in Cameron County, Texas.
2. In the event of any litigation between the parties, the parties shall bear their own costs including attorney's fees, costs, and expenses.

SECTION XIII

Agreement Construction

1. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the

terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIV

No Pending Litigation

1. Contractor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Contractor threatened against or affecting the Contractor or any subsidiaries of the Contractor, questioning the validity or any action taken or to be taken by the Contractor in connection with the execution, delivery and performance by the Contractor of this Agreement to which the Contractor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery or performance by the Contractor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Contractor to perform, its obligations under this Agreement to which the contractor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Contractor or on the ability of the Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XV

Severability

1. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XVI

Successors and Assigns

1. City and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Contractor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XVII

Conflict of Terms

1. If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders (including exhibits), the terms of this Agreement shall be controlling.

SECTION XVIII

No Waivers or Accord and Satisfaction

1. This Agreement may be amended only by written instrument signed by all parties.
2. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Contractor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such as right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Contractor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.
3. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Contractor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

SECTION XIX

Minimum Insurance Requirements

Contractor shall be adequately insured and carry liability, workers' compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of contractor or its employees. In accordance with City ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with State statute.
- B. Comprehensive General Liability
 1. Bodily Injury

2. Property Damage

C. Comprehensive Auto Liability

1. Bodily Injury
2. Property Damage

Or

D. Professional Liability

1. Professional

E. Evidence of the above insurance coverage is attached as Exhibit "A" and the City of Los Fresnos shall be listed as an additional insured.

F. If at any time and for any reason Contractor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for then (10) days after Notice thereof from City to Contractor, City may, but shall have no obligation to , procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Contractor shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Contractor.

G. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Contractor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

H. Contractor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;
2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;
3. To endure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part of which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION XX

Representations and Warranties

1. Agents of Record represent that they are duly licensed to perform the services under this Agreement and that they will continue to maintain all licensed and approvals required to conduct business.
2. Agents of Record warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for Agents of Record, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Agents of Record, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Agents of Record, the City shall have the right to terminate the Agreement and to recover, the full amount of such fee, commission, percentage, gift, or consideration.
3. In the conduct of the services under this Agreement, Agents of Record shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations.

SECTION XXI

Ethics and Conflicts of Interest

1. Agents of Record represent that they have not given or accepted a kickback in relation to this Agreement and have not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.
2. Agents of Record represents that they have not solicited this contract by payment of a gift or gratuity of offer of employment to any official, employee of the City or any City agency or selection committee.

3. Agents of Record represents that they did not employ, directly or indirectly, the mayor, members of the city council or any official, department director, head of any City agency, or member of any board, committee or agency of the City.
4. Agents of Record represent that they have not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the city council, any department director or head of any city agency, any employee of the city or any city agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Agents of Record or its business.
5. Agents of Record represent that they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Agents of Record further represents that no person having any interest shall be employed or engaged by it for said services.
6. Agents of Record, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Agents of Record's exercise of judgment or quality of the Services being provided under this Agreement. Agents of Record, their officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the services to be provided to the City under this Agreement.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2025.

CITY OF LOS FRESNOS:

BY: _____

Alejandro Flores, Mayor
City of Los Fresnos
520 E. Ocean Blvd
Los Fresnos, TX 78566
Phone: 956-233-5768

ATTEST:

BY: _____

Jacqueline Moya, City Secretary

APPROVED AS TO FORM:

BY: _____

Enrique Juarez
City Attorney

Greer and Associates, Inc.,
A Spire Risk Management, Co.

BY: _____

1271 N. Stuart Place Rd.
Harlingen, TX 78552
www.greerins.com



13465 Midway Road
Suite 202
Dallas, TX 75244
www.IBDPRO.com
Fax: (214) 217-2548
Phone: (972) 499-3414
Toll Free: (866) 840-8004

Certificate of Insurance

This CERTIFICATE is issued as a matter of information only. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policy described below. This Certificate of Insurance does not constitute a contract between the issuing insured(s), authorized representative or producer and the certificate holder.

This is to certify that the policy of insurance described below has been issued to the Named Insured for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of said policy. Limits shown may have been reduced by paid and or incurred claims.

This insurance is subject to the terms, conditions, and limitations of the policy. The insurance may be cancelled subject to the terms of the policy or by a finance company if the premium is financed without any notice other than that required by the terms and conditions of the policy and/or the premium finance agreement.

Named Insured: Greer & Associates, Inc.

Location: 1271 N. Stuart Place Road
Harlingen, TX 78552

Coverage: Insurance Agent or Broker Errors & Omissions (Claims Made) Insurance

Insurance Company: Accelerant Specialty Insurance Company (A Stock Company)

Policy Number: S0233PL10246-00

Period of Insurance: 03/27/2025 - 03/27/2026

Retroactive Date: Full Prior Acts

Limit of Liability Each Claim: \$1,000,000

Annual Aggregate: \$1,000,000

Deductible: \$2,500

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus lines coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Proof of Coverage:
Tammi Greer

OREP Insurance Services, LLC
DBA IBD Pro, A Division of OREP
Isaac Peck
Isaac Peck, President
CA License # OK99465