

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: March 4, 2026

Presenter's Name and Title: Kanika Stampf, Chief HR Officer/Director of Human Resources

Prepared By: Karen Muir, Human Resources Risk Manager

Temp. Reso. Number: 8624

Item Description: Temp. Reso. #8624 AUTHORIZING A SECOND ONE YEAR RENEWAL OF THE INSURANCE BROKERAGE CONTRACT, FROM JUNE 30, 2026 TO JUNE 29, 2027; APPROVING THE CONTRACT'S ASSIGNMENT FROM MCGRIFF INSURANCE SERVICES TO MARSH AND MCLENNAN AND APPROVING VARIOUS INSURANCE COVERAGES FOR THE CITY'S PROPERTY AND CASUALTY INSURANCE PROGRAM, AS PART OF THE CITY'S COMPREHENSIVE RISK MANAGEMENT PROGRAM, EFFECTIVE APRIL 1, 2026 ("INSURANCE RENEWALS"); APPROVING A PROJECTED PREMIUM COST OF \$4,286,073, NOT-TO-BE EXCEED \$4,500,000, INCLUDING TAXES AND FEES; DECLARING BY FOUR-FIFTHS AFFIRMATIVE VOTE THAT APPLYING THE CITY'S COMPETITIVE PROCUREMENT PROCEDURES TO THE INSURANCE RENEWALS IS NOT IN THE CITY'S BEST INTEREST, THEREBY EXEMPTING THE INSURANCE RENEWALS FROM THE CITY'S COMPETITIVE PROCUREMENT REQUIREMENTS; AUTHORIZING THE HUMAN RESOURCES DIRECTOR TO NEGOTIATE LOWER PREMIUM AMOUNTS DUE UNDER THE INSURANCE RENEWALS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INSURANCE RENEWAL AGREEMENTS. (Director of Human Resources, Kanika Stampf)

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: None.

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No

REMARKS: The FY26 budget has sufficient funds to cover the first six months (April-September) cost of projected premium (\$2,250,000), and the remaining six months (October-March) of projected premium (\$2,250,000) will be funded in the FY27 budget.

Funds will be disbursed utilizing the Risk Management/Human Resources, GL Account No. 502-90-000-590-000-604501, "Surety Bonds Premium".

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8624**
 - **Exhibit A:** Premium for Policies Effective April 1, 2026, and off-cycle policies.
 - **Exhibit B:** Assignment Agreement
 - **Exhibit C:** Second Renewal Agreement



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Kanika Stamp, Human Resources Director

DATE: February 26, 2026

RE: Temp. Reso. No. 8624 authorizing the renewal of various property and casualty insurance coverages required for the City's Comprehensive Risk Management Program

RECOMMENDATION: The City Manager recommends approval of Temp. Reso No. R8624, authorizing a second one year renewal of the Insurance Brokerage Contract with McGriff Insurance Services "(McGriff)" for the period June 30, 2026 to June 29, 2027; authorizing the assignment of the Insurance Brokerage Contract from McGriff to Marsh and McLennan ("Marsh") and approval of various property and casualty insurance coverages (the "Insurance Renewals") required for the City's Comprehensive Risk Management Program for the 12-month period commencing April 1, 2026, to March 31, 2027, approving projected premium cost of \$4,286,073 not-to-exceed \$4,500,000 including taxes and fees. Affirming that applying the City's competitive procurement procedures to the insurance renewal process is not in the City's best interest and so exempt the City's insurance renewal from a competitive process. Authorizing the Director of Human Resources to negotiate lower premium and the City Manager to execute the insurance renewal.

ISSUE: Pursuant to City Code, City Commission approval is required when a contract is entered into pursuant to City Commission approval and provides for one or more renewals, and to assign the insurance brokerage services contract from McGriff which has been acquired by Marsh. Approval is also requested to renew property and casualty insurance covering the period from April 2026 to March 31, 2027, which will cost an amount not-to-exceed \$4,500,000 over the next 12 months, and to waive the competitive procurement process for a four-fifths vote in the best interest of the City.

BACKGROUND: The City's Insurance Broker, McGriff ("Contractor") was acquired by Marsh and according to Section 15 of City's contract, "*the Contractor shall not transfer or assign the performance of services called for in the agreement without written consent of the City.*" McGriff's current contract with the City expires on June 30, 2026, and approval of the assignment will allow for the transfer of the contract to the Marsh as the City's Broker ("the Insurance Broker") and approval of the contract renewal for the final one-year term will extend the terms and conditions of the contract through June 29, 2027.

The Insurance Broker, in consultation with staff, conducted an extensive strategic review of the City's insurance position regarding categories of coverage, especially categories that had the potential for high premium increase. After the review, Marsh negotiated with various insurance carriers and following consultation with staff, selected the best cost-effective coverage for the City.

For Insurance policy year April 1, 2026 to March 31, 2027, there is a 1.2% increase in premium for property and casualty insurance coverage compared to the 2025/2026 year. The increase was incurred due to general insurance market conditions.

The program being recommended balances cost against risk. Exhibit "A" Premiums for Policies Effective April 1, 2026 and Off-Cycle Policies" attached to the Resolution, show comparisons for the 2023/2024, 2024/2025, 2025/2026 and the proposed 2026/2027 insurance premiums for various coverages. Overall, the City's property and casualty insurance coverages are provided through thirteen different insurance policies including excess coverages.

DISCUSSION: The City's property and casualty insurance coverages under the Comprehensive Risk Management Program are due for renewal on April 1, 2026. The proposed coverages are necessary to protect the City's physical assets and other potential liabilities. The City's increased exposure from cyber-attacks, general market conditions and increases in other City exposures including property, payroll, number of employees, number of vehicles, as well as the City claims, are all key factors that influenced the insurance renewal process.

ANALYSIS: The FY26 budget has sufficient funds to cover the first six month's (April-September) cost for the projected premium (\$2,250,000). The remaining six months (October-March) of projected premium (\$2,250,000) will be funded in FY27's budget. Funds will be disbursed utilizing the Risk Management/Human Resources, GL Account No. 502-90-000-590-000-604501, "Surety Bonds Premium".

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING A SECOND ONE YEAR RENEWAL OF THE INSURANCE BROKERAGE CONTRACT, FROM JUNE 30, 2026 TO JUNE 29, 20 27, AND APPROVING THE CONTRACT'S ASSIGNMENT FROM MCGRIFF INSURANCE SERVICES TO MARSH AND MCLENNAN AND APPROVING VARIOUS INSURANCE COVERAGES FOR THE CITY'S PROPERTY AND CASUALTY INSURANCE PROGRAM, AS PART OF THE CITY'S COMPREHENSIVE RISK MANAGEMENT PROGRAM, EFFECTIVE APRIL 1, 2026; APPROVING A PROJECTED PREMIUM COST OF \$4,286,073, NOT TO EXCEED \$4,500,000 INCLUDING TAXES AND FEES; DECLARING BY FOUR-FIFTHS AFFIRMATIVE VOTE THAT APPLYING THE CITY'S COMPETITIVE PROCUREMENT PROCEDURES TO THE INSURANCE RENEWALS IS NOT IN THE CITY'S BEST INTEREST, THEREBY EXEMPTING THE INSURANCE RENEWALS FROM THE CITY'S COMPETITIVE PROCUREMENT REQUIREMENTS; AUTHORIZING THE HUMAN RESOURCES DIRECTOR TO NEGOTIATE LOWER PREMIUM AMOUNTS DUE UNDER THE INSURANCE RENEWALS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INSURANCE RENEWAL AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has retained insurance broker McGriff Insurance Services ("Contractor"), which has been acquired by Marsh and McLennan, ("Marsh" or "the Insurance Broker") to perform Brokerage Services on the City's behalf; and

WHEREAS, Section 15 of the Contract between McGriff and the City states that "*Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City,*" and

Reso. No. _____

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1/20/26

2/25/26

WHEREAS, the City Commission's consent is required for assignment of the Contract to Marsh and to engage Marsh services for the second one-year insurance renewal period, commencing June 30, 2026 to June 29, 2027; and

WHEREAS, Marsh has negotiated with multiple insurance carriers to recommend to the City, insurance coverage for the City's Property and Casualty Insurance Program; and

WHEREAS, the selection of such insurance coverage is best accomplished through negotiations conducted by the Broker rather than by traditional formal competitive procurement procedures; and

WHEREAS, Section 2-413(8) of the City Code provides that purchases of, and contracts for, commodities or services are exempt from the competitive procurement procedures when the City Commission declares by a four-fifths (4/5) affirmative vote that the competitive procurement procedures are not in the best interest of the City; and

WHEREAS, the City Commission has reviewed the recommendations of insurance broker and City staff to renew various levels of insurance coverage in accordance with Exhibit "A;" and

WHEREAS, the insurance renewals are essential for the City to effectively mitigate risk exposures; and

WHEREAS, effective April 1, 2026, there is a 1.2% increase in property and casualty insurance renewal premium in comparison to the 2025/2026 insurance renewal; and

WHEREAS, the City Manager recommends approval for the second one-year renewal of the Insurance Brokerage Contract and for the assignment of the contract from

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1/20/26

2/25/26

McGriff Insurance Services to Marsh & McLennan and for the property and casualty insurance renewals that cover the period from April 1, 2026, to March 31, 2027, that will cost an amount not-to-exceed \$4,500,000; and

WHEREAS, the City Commission deems it to be in the best interest of the Citizens and residents of the City of Miramar to approve the second one-year renewal of the Insurance Brokerage Contract and for the assignment of the contract from McGriff Insurance Services to Marsh & McLennan and for the property and casualty insurance renewals that cover the period from April 1, 2026 to March 31, 2027, which will cost an amount not-to-exceed \$4,500,000; and

WHEREAS, the City Commission authorizes the Director of Human Resources to negotiate lower premium amounts if possible and to authorize the City Manager to execute the insurance renewal agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1. That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2. That the City Commission declares, by a minimum four-fifths affirmative vote, that utilizing the City’s competitive procurement procedures for the insurance renewals is not in the best interest of the City, and finds that the selection of insurance coverage for the City’s Property and Casualty Insurance Program is best accomplished through negotiations conducted by the City’s Insurance Broker rather than by traditional

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1/20/26

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formal competitive procurement procedures, thereby exempting the insurance renewals from the City's competitive procurement procedures.

Section 3. That the insurance renewals reflected in attached Exhibit "A" is approved in an amount not-to-exceed \$4,500,000 for the period from April 1, 2026 to March 31, 2027.

Section 4. That it approves the assignment of the City's Insurance Brokerage Contract from McGriff Insurance Services to Marsh and McLennan attached hereto as Exhibit "B," and approves the second one-year renewal of the Insurance Brokerage Agreement from June 30, 2026 to June 29, 2027 attached hereto as Exhibit "C."

Section 5. That the Director of Human Resources is authorized to negotiate lower premium amounts due under the insurance renewals.

Section 6. That the City Manager is authorized to execute the necessary agreements on behalf of the City to renew the current insurance coverages for the City of Miramar's Property and Casualty Insurance Program, together with such non-substantive changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 7. That the appropriate City officials are authorized to do all things necessary and expedient in-order-to carry out the aims of this Resolution.

Section 8. That this resolution shall take effect immediately upon adoption.

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1/20/26

2/25/26

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

| <u>Requested by Administration</u> | <u>Voted</u> |
|------------------------------------|--------------|
| Commissioner Maxwell B. Chambers | _____ |
| Commissioner Avril Cherasard | _____ |
| Vice Mayor Yvette Colbourne | _____ |
| Commissioner Carson Edwards | _____ |
| Mayor Wayne M. Messam | _____ |

Premiums for Policies Effective 4/1/2026 and Off Cycle Policies

| Policy | Insurance Carrier | 2023 Premium | 2024 Premium | 2025 Premium | 2026 Estimates | Δ% | Δ\$ | Notes |
|--|-----------------------------|--------------------|--------------------|--------------------|--------------------|----------------|-----------------|---|
| Public Excess Aggregate Package/Excess | Safety National Casualty | \$791,568 | \$903,445 | \$1,059,197 | \$1,165,117 | 10.00% | \$105,920 | Anticipated increase in revenues, increase in payroll and increase in vehicles. |
| Property | Various Carriers | \$2,868,201 | \$2,524,963 | \$2,369,095 | \$2,250,641 | -5.00% | -\$118,454 | Rate Decrease |
| Excess Workers Compensation | Safety National Casualty | \$459,692 | \$499,942 | \$560,215 | \$610,635 | 9.0% | \$50,419 | Rate increase plus Payroll increase |
| Pollution Liability and Remediation Expense | Great American Ins Co. | \$16,806 | \$50,419 | \$0 | \$0 | 0.0% | \$0 | Expires 4/1/2027 |
| Boiler and Machinery | Travelers Property Casualty | \$11,740 | \$11,187 | \$10,784 | \$11,323 | 5.0% | \$539 | 5% Rate Increase |
| Accidental Death and Dismemberment | ACE American Ins Co. | \$12,856 | \$12,856 | \$12,856 | \$14,784 | 15.0% | \$1,928 | 3 Year policy renewing, anticipated increase in exposure |
| Excess Crime | Hartford Fire Ins Co. | \$8,524 | \$8,762 | \$8,762 | \$9,025 | 3.0% | \$263 | Increase in exposure |
| Property Terrorism | Lloyd's of London | \$13,745 | \$13,654 | \$12,289 | \$12,500 | 2.0% | \$211 | 2% Rate Increase |
| Cyber Risk Liability | Lloyd's of London | \$160,490 | \$143,227 | \$111,710 | \$115,000 | 3.0% | \$3,290 | Exposure Increase |
| GL Parking Garage | Century Surety Company | \$3,466 | \$3,927 | \$4,112 | \$4,523 | 10.0% | \$411 | possible rate increase |
| Fine Arts Coverage | TBD | | \$3,816.00 | \$3,817 | \$4,771 | 25.0% | \$954 | 22% Increase in Values |
| Total for Primary Policies | | \$4,472,092 | \$4,176,198 | \$4,152,837 | \$4,198,319 | 1.1000% | \$45,481 | |
| Estimated Premium for Other Off Cycle Policies | | | | | | | | |
| Policy | Policy Term | 2023 Premium | 2024 Premiums | 2025 Premium | 2026 Estimates | Δ% | Δ\$ | |
| Flood Liability Insurance | 4/19/2025-4/19/2026 | \$29,625 | \$26,624 | \$28,482 | \$32,754 | 15.0% | \$3,912 | Rate increase |
| Construction Bond | 6/19/2025-6/19/2026 | \$2,000 | \$2,000 | \$2,000 | \$2,000 | 0.0% | \$0 | |
| Bond- CFO | 6/19/2025-6/19/2026 | \$1,000 | \$1,000 | \$1,000 | \$2,000 | 0.0% | \$0 | |
| Bond- Finance Director | 6/19/2025-6/19/2026 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | 0.0% | \$0 | |
| Other Miscellaneous Policy Endorsements | As Needed (Estimated) | \$50,000.00 | \$50,000 | \$50,000 | \$50,000 | 0.0% | \$0 | |
| Sub-Total Off Cycle Policies | | \$83,625 | \$87,824 | \$82,482 | \$87,754 | 4.5% | \$3,912 | |
| Grand Total | | \$4,555,717 | \$4,264,022 | \$4,235,319 | \$4,286,073 | 1.2% | \$49,393 | |



ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT (the “Assignment”) is executed as of November 15, 2024, between McGriff Insurance Services, LLC, A North Carolina Limited Liability Company (“Assignor”), and Marsh & McLennan Agency, LLC., a Delaware Limited Liability Company (“Assignee”).

FOR VALUE RECEIVED, Assignor hereby rans, conveys, transfers and assigns to Assignee and Assigned hereby assumes, from and after the date hereof, all of Assignor’s right, title and interest in and to that certain Agreement by and between Assignor and the City of Miramar, FL (the “Contract”). Assignee hereby accepts such assignment and assumes the obligations of Assignor under the Contract which accrue and are attributable to the period from and after the date of this Assignment, but not otherwise.

Assignor hereby represents and warrant to Assignee that Assignor has not previously assigned its rights under the Contract. Assignor and Assignee hereby each represents and warrants to the other that it is fully empowered and authorized to do so. Assignor hereby covenants that Assignor will, at any time and from time to tome upon written assigns, any new of confirmatory instrument and do and perform any other acts which Assignee, Assignee’s nominees, successors and/or assigns, any request in order to fully assign and transfer to and vest in Assignee, Assignees’ nominees, successors and/or assigns, and protect Assignee’s rights, title and interest in and enjoyment of, all of Assignor’s assets intended to be transferred assigned hereby, or enable Assignee, Assignee’s’ nominees, successors and/or assigns to realize upon or otherwise enjoy any such assets.

Pursuant to this assignment, Assignee will honor pricing and all terms and conditions of the agreement with the City of Miramar.

The Assignment shall be governed and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Contract.

ASSIGNOR:

McGriff Insurance Services, LLC.

By: Melanie Bixler

Melanie Bixler, Operations Manager

ASSIGNEE:

Marsh & McLennan Agency, LLC.

By: Johnny Fontenot

Johnny Fontenot, Senior Executive Vice President

December 19, 2024

Marsh & McLennan Agency LLC is a Limited Liability Company with a single owner, Marsh & McLennan Inc. Although Marsh & McLennan Agency LLC is a legal entity separate from its owner, Marsh & McLennan Inc., it is treated as a branch of Marsh & McLennan Inc. (a disregarded entity) for Federal income tax purposes.

The instructions to Form W-9 (on page 2) require that a single member LLC that is disregarded for federal tax purposes such as Marsh & McLennan Agency LLC provide the Employer Identification Number of its owner, Marsh & McLennan Inc., as its EIN. Marsh & McLennan Inc. reports the income earned by Marsh & McLennan Agency LLC for Federal income tax purposes. Marsh & McLennan Agency LLC has its own EIN for employment and excise tax purposes. This EIN is also being provided for information purposes only in the business name line of Form W-9 along with disregarded entity name of Marsh & McLennan Agency LLC.

Please make your payment to Marsh & McLennan Agency LLC at the address indicated on the attached Form W-9.

This document is not intended to be taken as advice regarding any individual situation and should not be relied upon as such. Marsh & McLennan Agency, LLC shall have no obligation to update this publication and shall have no liability to you or any other party arising out of this publication or any matter contained herein. Any statements concerning actuarial, tax, accounting or legal matters are based solely on our experience as consultants and are not to be relied upon as actuarial, accounting, tax or legal advice, for which you should consult your own professional advisors. Any modeling analytics or projections are subject to inherent uncertainty and the analysis could be materially affected if any underlying assumptions, conditions, information or factors are inaccurate or incomplete or should change. © 2024 Marsh McLennan Agency, LLC. All rights reserved. CA Insurance Lic: 0H18131. MarshMMA.com



NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF MERGER

OF

MARSH & MCLENNAN AGENCY LLC

the original of which was filed in this office on the 15th day of November, 2024.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 15th day of November, 2024.

Elaine F. Marshall

Secretary of State

SOSID: 1062615
Date Filed: 11/15/2024 3:28:00 PM
Effective: 11/16/2024
Elaine F. Marshall
North Carolina Secretary of State
C2024 320 00927

State of North Carolina
Department of the Secretary of State

ARTICLES OF MERGER

Pursuant to North Carolina General Statute Sections 55-11-05(a), 55-11-12, 55A-11-09(d), 55A-11-04, 57D-9-42, 59-73.32(a) and 59-1072(a), as applicable, the undersigned entity does hereby submit the following Articles of Merger as the surviving business entity in a merger between two or more business entities.

1. The name of the surviving entity is Marsh & McLennan Agency LLC, a (check one)
 corporation, nonprofit corporation, professional corporation, limited liability company,
 limited partnership, partnership, limited liability partnership organized under the laws of
Delaware (state or country).

2. The address of the surviving entity is:

Street Address: 1166 Avenue of the Americas City: New York

State: NY Zip Code: 10036 County: New York

(a) (Complete only if the surviving business entity is a foreign business entity that is not authorized to transact business or conduct affairs in North Carolina.) The mailing address of the surviving foreign business entity is:

Street Address: _____ City: _____

State: _____ Zip Code: _____ County: _____

The Surviving foreign business entity will file a statement of any subsequent change in its mailing address with the North Carolina Secretary of State.

3. For each merging entity: (if more than one, complete on separate sheet and attach.)

The name of the merged entity is McGriff Insurance Services, LLC, a (check one)

corporation, nonprofit corporation, professional corporation, limited liability company,
 limited partnership, partnership, limited liability partnership organized under the laws of

North Carolina (state or country).

The mailing address of each merging entity is: (if more than one, complete on separate sheet and attach)

Street Address: 1166 Avenue of the Americas City: New York

State: NY Zip Code: 10036 County: New York

4. If the surviving business entity is a domestic business entity, the text of each amendment, if any, to the Articles of Incorporation, Articles of Organization, or Certificate of Limited Partnership within the Plan of Merger is attached.

- 5. A Plan of Merger has been duly approved in the manner required by law by each of the business entities participating in the merger.

Provide the information in Items 6 and 7 below for a merger between a parent unincorporated entity and a subsidiary corporation or corporations. (§55-11-12)

- 6. The terms and conditions of the merger are attached. (§55-11-12 mergers only)
- 7. Information concerning the manner and basis of converting the interests in each merging business entity into interests, obligations, or securities of the surviving business entity, or into cash or other property in whole or in part, or of cancelling the interests is attached. (§55-11-12 mergers only)
- 8. These articles will be effective upon filing unless a delayed date and/or time is specified 11/16/2024 at 12:03 a.m.

This the 15th day of November, 2024.

Marsh & McLennan Agency LLC
 Signed by: Name of Entity
Claudric E Adams
 Signature
Claudric E. Adams, Manager
 Type or Print Name and Title

NOTES:

- 1. Filing fee is \$50 for For-profit entities.
- 2. Filing fee is \$25 when the surviving business entity is a Non-profit corporation.
- 3. This document must be filed with the Secretary of State. Certificate(s) of Merger must be registered pursuant to the requirements of N.C.G.S. Section 47-18.1

BUSINESS REGISTRATION DIVISION
 (Revised October, 2018)

P. O. BOX 29622

RALEIGH, NC 27626-0622
 (Form BE-15)

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"MCGRIFF INSURANCE SERVICES, LLC", A NORTH CAROLINA LIMITED LIABILITY COMPANY,

WITH AND INTO "MARSH & MCLENNAN AGENCY LLC" UNDER THE NAME OF "MARSH & MCLENNAN AGENCY LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF NOVEMBER, A.D. 2024, AT 10:26 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE SIXTEENTH DAY OF NOVEMBER, A.D. 2024 AT 12:03 O'CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

4590524 8100M
SR# 20244222994

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204886085
Date: 11-15-24

**STATE OF DELAWARE
CERTIFICATE OF MERGER
OF
FOREIGN LIMITED LIABILITY COMPANY
MCGRIFF INSURANCE SERVICES, LLC
INTO DOMESTIC LIMITED LIABILITY COMPANY
MARSH & MCLENNAN AGENCY LLC**

Pursuant to Title 6, §18-209 of the Delaware Limited Liability Company Act (the “DLLCA”), and the limited liability company’s limited liability company operating agreement, the undersigned limited liability company executed the following Certificate of Merger and certifies as follows:

FIRST: The name of the surviving Delaware limited liability company is Marsh & McLennan Agency LLC (the “Surviving Entity”) and the name of the foreign limited liability company being merged into the Surviving Entity is McGriff Insurance Services, LLC, a North Carolina limited liability company (“MIS”).

SECOND: The Surviving Entity owns all of the outstanding equity securities of MIS.

THIRD: The Plan of Merger, dated as of November 15, 2024 (the “Plan of Merger”), setting forth the terms and conditions of the merger of MIS with and into the Surviving Entity (the “Merger”) has been approved, adopted, certified executed and acknowledged by each of the constituent entities in accordance with §57D-9-41 of the North Carolina Limited Liability Company Act and §18-209 of the DLLCA, as applicable.

FOURTH: The name of the surviving Delaware limited liability company is Marsh & McLennan Agency LLC.

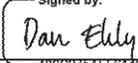
FIFTH: The Merger is to become effective on November 16, 2024 at 12:03 a.m.

SIXTH: The executed Plan of Merger is on file at the place of business of the Surviving Entity at 1166 Avenue of the Americas, New York, New York, 10036.

SEVENTH: A copy of the Plan of Merger will be furnished by the Surviving Entity, on request and without cost, to any member of the constituent entities.

IN WITNESS WHEREOF, the Surviving Entity has caused this Certificate of Merger to be signed by a duly authorized officer, on this 15th day of November, 2024.

Marsh & McLennan Agency LLC

By:  Signed by:
Name: Dan Ehly
Title: Senior Vice President, Corporate
Development

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

| | | | | |
|--|-----------|--|--|--|
| Print or type. See <i>Specific Instructions</i> on page 3. | 1 | Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Marsh & McLennan Companies, Inc. | | |
| | 2 | Business name/disregarded entity name, if different from above. McGriff Insurance Services, A Marsh & McLennan Agency LLC Company (EIN: 26-3237576) | | |
| | 3a | Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____ | 4 | Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) <u>E</u> <i>(Applies to accounts maintained outside the United States.)</i> |
| | 3b | If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/> | | |
| | 5 | Address (number, street, and apt. or suite no.). See instructions. LOCKBOX 890635, 5130 Parkway Plaza Blvd | Requester's name and address (optional) | |
| | 6 | City, state, and ZIP code Charlotte, NC 28217-1964 | | |
| | 7 | List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

| | | | | | | | | | |
|---------------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 3 | 6 | - | 2 | 6 | 6 | 8 | 2 | 7 | 2 |

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person

Date **11/25/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EPSILON (US) INSURANCE COMPANY

463 Mountain View Drive, Suite 301, Colchester, VT 05446

CERTIFICATE OF INSURANCE

NAMED INSURED: Marsh & McLennan Companies, Inc.

ADDITIONAL INSURED: Marsh & McLennan Agency LLC
1166 Avenue of the Americas
New York, NY 10036

INSURER: Epsilon (US) Insurance Company

POLICY NUMBER: 9302526

POLICY PERIOD: September 30, 2025 – September 30, 2026

LIMIT OF LIABILITY: \$1,000,000 per claim

TYPE OF INSURANCE: Professional Liability

CERTIFICATE HOLDER: For Information Purposes

Should the above described policy be cancelled before the expiration date thereof, the Insurer will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the Insured, the Insurer, their manager, agents or representatives.

Epsilon (US) Insurance Company
Authorized Representative

Date: September 30, 2025

PLEASE REFER ALL INQUIRIES TO MARSH & MCLENNAN COMPANIES, INC., RISK
MANAGEMENT DEPT., 1166 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK
10036



**SECOND RENEWAL AGREEMENT
FOR
PROPERTY AND CASUALTY INSURANCE BROKER SERVICES**

This Agreement (the “Second Renewal Agreement”) is entered this ____ day of _____, 2026, between the City of Miramar (hereinafter “City”) and Marsh & McLennan Agency LLC, (hereinafter “Provider”).

RECITALS:

WHEREAS, on January 19, 2022, the City Commission adopted Resolution No. 21-119 and approved the award of Request for Proposals No. 22-01-13 to the Provider for Property and Casualty Insurance Broker Services (the “services”); and

WHEREAS, the City entered into an agreement for the services with the Provider for an initial term of three year(s) with the option to renew for two additional one-year terms (the “Original Agreement”); and

WHEREAS, the initial term of the Agreement was effective on June 30, 2022, and will expire on June 29, 2025; and

WHEREAS, pursuant to City Code, when a contract is entered into by the City pursuant to City Commission approval and provides for one or more renewals, only the City Commission is authorized to approve such renewals; and

WHEREAS, on February 19, 2025, the City Commission adopted Resolution No. 25-90 and approved the first one-year renewal term with the Provider effective June 30, 2025, to June 29, 2026; and

WHEREAS, the City wishes to exercise the option to renew the Property and Casualty Insurance Broker Services Agreement with the Provider for the second one-year renewal term from June 30, 2026, to June 29, 2027; and

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants contained in this Second Renewal Agreement and in the Original Agreement, agree as follows:

1. The foregoing Recitals are true and correct and are incorporated and made a part of this Second Renewal Agreement.

2. The Original Agreement, as amended, shall be renewed for the second one-year term commencing June 30, 2026, and expiring on June 29, 2027.

3. All covenants, terms, and conditions contained in the Original Agreement, and this First Renewal Agreement shall remain in full force and effect through the second renewal term.

IN WITNESS WHEREOF, the parties hereto have caused this Second Renewal Agreement to be executed by their respective officials, duly authorized to execute same, on the dates indicated below.

THE CITY OF MIRAMAR

ATTEST:

Denise Gibbs, City Clerk

By: _____
Dr. Roy L. Virgin, City Manager

Dated: _____

Approved as to legal form and sufficiency
for the use of and reliance by the City of
Miramar only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

MARSH AND MCLENNAN COMPANIES, INC.

By: _____

Print Name: _____

Date: _____