



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025

File ID: TMP-6014

Department: Human Resources

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute the application for renewal of Government Crime Policy with Fidelity and Deposit Company of Maryland.

Choose an item.

Finance Information:

Account Number: N/A

City Cost Amount: \$15,886

Total Cost: \$15,886

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:



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Additional Comments:

RESOLUTION NO. 25-_____

WHEREAS he City of Huntsville, wishes to renew an insurance policy for government crime and employee dishonesty insurance with Fidelity and Deposit Company of Maryland; and

WHEREAS, the City desires to execute an application with Fidelity and Deposit Company of Maryland Colonial American Casualty and Surety Company on October 11, 2025.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to execute an application for a commercial crime policy for commercial and government entities, and other related documents with Fidelity and Deposit Company of Maryland on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, regarding the issuance of a government crime and employee dishonesty insurance policy for the City of Huntsville, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Confirmation of Coverage”, and related documents consisting of twelve (12) pages, together with the signature of the President or President Pro Tern of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 25th day of September 2025.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 25th day of September 2025.

Mayor of the City of
Huntsville, Alabama



Marsh & McLennan Agency LLC
206 Exchange Place
Huntsville, AL 35806-2300
256-890-9000
www.marshmma.com

CONFIRMATION OF COVERAGE

NAMED INSURED EMPLOYER: CITY OF HUNTSVILLE, AL
ADDRESS: P.O. BOX 305 HUNTSVILLE, AL 35804
POLICY NUMBER: To Be Determined
TYPE OF INSURANCE: Crime Policy
LOCATION: ALABAMA
POLICY LIABILITY PERIOD: October 11, 2025 through October 11, 2026
REPORTING PERIOD: October 11, 2025 through October 11, 2026

This Confirmation of Coverage is issued with the authority of the Fidelity and Deposit Company of Maryland. This confirmation of Coverage is effective October 11, 2025 to policy issuance and is subject to all the terms and conditions of, and shall be automatically terminated and superseded by, Crime Policy Agreement when issued by Fidelity and Deposit Company of Maryland.

+ Limits

Description	Limit	Deductible
Employee Theft	\$500,000	\$5,000
Forgery Or Alteration	\$2,500	\$200
On Premises	\$2,500	\$200
In Transit	\$2,500	\$200
Money Orders and Counterfit Money	\$2,500	\$200
Personal Account Protection		
Personal Accounts Forgery or Alteration	\$625	\$6
Identity Fraud Expense Reimbursement	\$25,000	\$0
Claim Expense	\$5,000	\$0

ISSUED AT ST. LOUIS, MO

SIGNED: _____

James D Thornton, CIC
Vice President

DATE: _____

9/12/25

ACCEPTED ON BEHALF OF:
CITY OF HUNTSVILLE

SIGNED: _____

Tommy Battle, Mayor

DATE: _____

President of the City Council of the City of
Huntsville, Alabama
Date: _____



**MarshMcLennan
Agency**

Proposal for Insurance Services

City of Huntsville

Crime Renewal

Effective:

October 11, 2025 to October 1, 2028

Presented By:

Jimmy Thornton, CIC

Your future is limitless.™

Marsh & McLennan Agency Client Service Team

Marsh & McLennan Agency LLC

206 Exchange Place
Huntsville, AL 35806
Phone: 256-890-9000
Fax: 256-890-9070

Insurance Placement Administration	
Producer: Jimmy Thornton, CIC Vice President	Phone: 256-890-9061 Email: Jimmy.Thornton@MarshMMA.com Mobile: 256-656-1108
Account Manager: Susan B Kerr, AAI Client Manager	Phone: 256-890-9050 Email: Susan.Kerr@MarshMMA.com
Consultative Claims Services	
MMA Southeast Claims Advocacy Team	Phone: 800-295-8179 Email: mmaseclaims@marshmma.com After Hours Claims #: 800-295-8179
Claims Representative: Connie Gean	Connie.Gean@MarshMMA.com Phone: 256-890-9000

Premium Summary and Comparison

Policy	Expiring Premium	Proposed Premium
Crime	\$17,295	\$15,886
Premium Total	\$17,295	\$15,886

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

Three year policy with premium per year of \$5,296

Crime

Policy Term: 10/11/2025 to 10/11/2028
Insurer: Fidelity and Deposit Company of Maryland
AM Best Rating: A+ XV

Limits

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Personal Account Protection		
Personal Accounts Forgery or Alteration	\$625	\$6
Identity Fraud Expense Reimbursement	\$25,000	\$0
Claim Expense	\$5,000	\$0

AM Best Rating Scale

GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS – (FSR)

A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier or affiliation code that denotes a unique aspect of the opinion.

Best's Financial Strength Rating (FSR) Scale

Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.

* Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+", or a minus "-".

Financial Strength Non-Rating Designations

Designation Symbols	Designation Definitions
E	Status assigned to insurers that are publicly placed, via court order into conservation or rehabilitation, or the international equivalent, or in the absence of a court order, clear regulatory action has been taken to delay or otherwise limit policyholder payments.
F	Status assigned to insurers that are publicly placed via court order into liquidation after a finding of insolvency, or the international equivalent.
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information, or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AM Best.

Rating Disclosure – Use and Limitations

A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance, business profile and enterprise risk management or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AM Best) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such, it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AM Best.

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Version 121719

Client Authorization to Bind Coverage

LINES OF COVERAGE TO BIND

Coverage Description	Effective Dates
Crime	10/11/2025 tp 10/11/2028

(Please initial)

_____ Bind as Proposed

_____ Bind with the following changes

Authorized Signature

Title/Position

Date

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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: [Leading the Way in Transparency | Marsh](#). 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>.

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars (\$10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

Rev May 18, 2025

Payments

MINIMUM EARNED PREMIUMS

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the least that will be retained by the carrier once the policy goes into effect. The amount retained would be the greater of the actual earned premium whether calculated on a pro-rate or short-rate basis, or the minimum earned premium. Surplus lines carriers almost never allow flat cancellations. Once the policy is in effect, some premium will be earned.

PAYMENT POLICY

Marsh McLennan Agency strives to offer the highest quality of service. Accordingly, we have the following payment policy in place to assure that your coverage is not interrupted during the policy term.

- For agency bill policies: All premiums are due on the invoice date or effective date of the insurance, whichever is later. Always submit the remittance copy with your payment. If a remittance copy is not submitted, we will apply the cash to the oldest item on the account. Also, credit memos that cannot be applied against the original invoice will be applied to the oldest items on the account unless you direct us otherwise. Your Service Team maintains the on-line access to all of your coverage, premium and accounting detail and will be able to answer most billing questions. Any other questions will be referred directly to our accounting department for immediate response.
- For direct bill policies: You will receive notices from your insurer regarding past due premiums or cancellations due to non-payment of premium. As a matter of general practice, MMA does not provide notice of potential lapse of coverage due to non-payment of premium to clients where coverage is written on a direct bill basis.
- If installment payments are available and provided under insurance policy terms, you will receive an invoice for each installment. Installments are due on the effective date of the invoice. Marsh & McLennan Agency does not finance annual or installment premiums. However, should you wish to finance your premium, we can place your financing with an approved insurance premium finance company.

We thank you for your support and business.

Pay Your Bill Online

Direct Link to Payment via Checking/Savings Account: <https://serviceapi.securfee.com/marshmma>

Direct Link to Payment via Credit Card: <https://serviceapi.securfee.com/marshmma>

Frequently Asked Questions

- You can pay any invoice using a valid Checking or Savings account or Credit Card.
- Both payment gateways seamlessly integrate with our existing website and can securely accept multiple payment options.
- Credit Card payments require a Policy Number, Invoice Number, First & Last Name, Email Address, Named Insured on Policy & Address
- There will be a 3.5% fee charged to the cardholder by SecureFee for Credit Card Payments.
- Checking/Savings payments require a Policy Number, Invoice Number, First & Last Name, Email Address, Named Insured on Policy & Address.

- There will be a non-refundable \$4.00 security and delivery fee charged by SecurFee for ACH/Checking payment transactions.

Proposal Disclaimer

Marsh & McLennan Agency LLC ("MMA") thanks you for the opportunity to discuss your insurance and risk management program. No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

We have evaluated your exposures to loss and developed this proposal based upon the information that you have provided to us. If you are aware of other areas of potential exposure that need to be evaluated or of additional information of which we should be aware prior to binding of coverage, please bring the other areas or additional information to our attention as soon as possible. Should any of your exposures change after coverage is bound, please notify us immediately.

Client Contracts

In the event that you enter into a contract that has specific insurance requirements, MMA will review your contract, but only in regards to the insurance requirements of the contract. The scope of our review will be to determine if the current insurance program which you have placed through our agency addresses the types and amounts of insurance coverage referenced by the contract. We will identify the significant insurance obligations and will provide a summary of the changes required in your current insurance program to meet the requirements of the contract. Upon your authorization, we will make the necessary changes in your insurance program. We will also be available to discuss any insurance requirements of the contract with your attorney, if desired.

In performing a contract review, MMA is not providing legal advice or a legal opinion concerning any portion of the contract. In addition, MMA is not undertaking to identify all potential liabilities that may arise under any such contracts. A contract review is provided solely for your information and should not be relied upon by third parties. Any descriptions of the insurance coverages are subject to the terms, conditions, exclusions, and other provisions of the contract and of the insurance policies and applicable regulations, rating rules or plans.