

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "**Agreement**") is made and entered into as of the _____ day of [Month], 2026 (the "Effective Date") by and between Blount County Government, [a/an] Tennessee [Entity Type] with its registered address at 385 Court St., Maryville, Tennessee 37804 ("**Client**") and Arthur J. Gallagher Risk Management Services, LLC, a Delaware limited liability company, with a principal place of business at 2850 Golf Road, Rolling Meadows, Illinois 60008, on behalf of itself and its licensed brokerage affiliates ("**Gallagher**"). Client and Gallagher shall each be referred to herein as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Gallagher is willing, able and desires to provide advisory and/or consulting services to Client on a non-exclusive basis, as further described on Exhibit A attached hereto (collectively, the "**Services**"); and

WHEREAS, Client desires to engage Gallagher to provide such Services to Client on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Gallagher and Client hereby agree as follows:

I. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and continue for a term of three (3) years (the "**Initial Term**") and then the Client shall have the ability to renew annually for two (2) two-year optional years. This Agreement may be terminated by either Party at any time upon thirty (30) days' prior written notice. In the event of any such termination, Gallagher will work with Client during such 30-day period to transition its account as directed.

II. SERVICES

A. Gallagher will provide the Services for Client as set forth on Exhibit A attached hereto and incorporated herein, which Exhibit A may be amended from time to time as agreed upon in writing by the Parties. Services are limited to an advisory capacity only and represent the opinion and suggestion of Gallagher. Notwithstanding the Services being provided by Gallagher, Services shall not be construed as decisions on behalf of Client.

B. All decisions related to Client's business, operations, affairs and any and all other matters discussed between Client and Gallagher are deemed to have been made and shall be made by Client in its sole and absolute discretion. Failure or refusal to implement the suggestions of Gallagher shall not be deemed cause for non-payment of the Services.

C. Client shall provide Gallagher with all information and documentation that may be relevant to Gallaghers provision of the Services, including any such information and documentation as may be requested by Gallagher from time to time.

III. COMPENSATION

Client shall not pay Gallagher fees for the Services set forth on Exhibit A. The Services will be paid as usual and customary commissions for placement of insurance by the placing insurers. Client shall reimburse Gallagher for all expenses reasonably incurred by Gallagher in performance of the Services.

IV. CONFIDENTIALITY & DATA PRIVACY

A. As used in this Agreement, “**Confidential Information**” means any nonpublic, proprietary or personal data and information furnished by either Party or its agents or representatives to the other Party or its agents and representatives, whenever furnished and regardless of the manner or media in which such information is furnished, which the receiving Party knows Gallagher or reasonably should know to be confidential. Each Party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement.

B. The Parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the Services set forth in Exhibit A. Both Parties also agree that the Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. The Parties agree that Confidential Information does not include aggregated, anonymized or de-identified data. Client agrees that Gallagher is permitted to disclose and transfer Client’s Confidential Information (including transfers outside the United States in compliance with applicable laws Gallagher) to Gallagher’s affiliates, agents or vendors that have a need to know the Confidential Information in connection with the Services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages, if applicable). Either Party may also disclose such information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal; provided, however, that prior to making any such disclosure such Party shall (a) first notify the other Party, to the extent legally permissible, so that the other Party may, at its sole expense, take legally available steps to resist or narrow the disclosure; and (b) disclose only that portion of Confidential Information that is legally required. Gallagher has established security controls to protect Client Confidential Information from unauthorized use or disclosure. In addition, Gallagher may also utilize aggregated, anonymized or de-identified Client Confidential Information in connection with benchmarking, risk modeling and other data analytics, service enhancement initiatives and similar business purposes. Client further agrees that Gallagher may use Client Confidential Information with artificial intelligence or other automated applications for the purposes of improving or delivering the Services for the benefit of Client. For additional information, please review Gallagher’s Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

C. Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the Services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.

V. INTELLECTUAL PROPERTY

Gallagher retains all copyright, trademark and other intellectual property rights in all materials developed, designed or created by Gallagher either before or during the term of this Agreement, including systems, methodologies, software, know-how and working papers, except for any confidential information that Client has provided to Gallagher.

VI. DISPUTE RESOLUTION

A. In the event a dispute between the Parties arising out of or relating to this Agreement or the relationship created by this Agreement (“**Dispute**”), the Parties agree to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, the Parties agree to binding arbitration. The Parties waive any and all rights they may have to commence litigation in court to resolve a Dispute, and specifically waive any and all rights to pursue relief by class action or mass action in court or through arbitration. For the avoidance of doubt, consistent with the provisions that follow, the Parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by this Agreement.

B. A Party wishing to assert a Dispute shall do so by providing a written notice ("**Notice**") of the claim to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures, unless specifically excluded under Section VI.A of this Agreement. All Dispute resolutions shall take place in Nashville, Tennessee, unless otherwise agreed by the Parties. The Parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorney fees. All matters will be before neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes, which may be based in legal practice, insurance company or insurance brokerage practice, or a combination thereof.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a Memorandum of Understanding signed by both Parties and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either Party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) shall be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither a Party nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both Parties.

VII. LIABILITY LIMITATIONS

To the extent permitted by law, Gallagher's liability for all claims directly or indirectly connected with any matter touching upon this Agreement (whether in negligence or otherwise, and whether to Client or any other person) is limited to the amount of the fees paid by Client to Gallagher during the 12-month period immediately preceding the event(s) giving rise to any such claim, or one million dollars (\$1 million) in the aggregate, whichever is less. If Gallagher is liable to pay damages to Client and if Client or any other person (including other advisers to Client) has contributed to the loss Client or such other person has suffered, the damages payable by Gallagher will be reduced to the extent of such contribution. Without limiting the foregoing, Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, special, exemplary, reliance, consequential or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

VIII. MISCELLANEOUS

A. Non-Reliance. To the extent Gallagher's Services hereunder relate to Gallagher's review or creation of any due diligence materials involving Client's acquisition of another entity or business, whether by stock, asset purchase or otherwise, Gallagher is providing any reports relating to such review for Client's benefit only in order to facilitate Client's own research and review and not to induce Client to take action with respect to any transaction or anything related thereto. For Client and its employees, consultants, contractors, legal counsel, professional advisors and any other party with which Client shares such information, Client hereby confirms that any and all such parties do not intend to, and agrees that they are not entitled to, rely upon such information.

B. Indemnification. Each Party agrees to defend, indemnify and hold the other Party and its affiliates and their respective directors, officers, employees and agents harmless from any and all losses, liabilities, exposures, damages and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third party claims, demands, suits, allegations, or causes or threats of action based on: (i) the breach of any representation, warranty or covenant made by such Party hereunder, or (ii) such Party's negligent acts, grossly negligent acts or omissions or intentional misconduct; provided, however, that the indemnifying Party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the indemnified Party or its employees and agents.

Any and all obligation of Blount County, Tennessee to provide indemnification pursuant to this Agreement is subject to the limits of liability set forth in the Tennessee Governmental Tort Liability Act found at T.C.A. § 29-20-101 et. seq. and Blount County's obligation to provide indemnification is limited to the limits of liability set forth for a governmental entity under said Act.

C. Professional Services. In the event Gallagher's Services include the provision of contract or other document reviews or consulting activities, such commentary shall not be provided to Client in a legal capacity and will not constitute legal or tax advice. Client must consult with its own legal and tax advisors to become fully apprised of any legal or financial implications to its business and Gallagher hereby disclaims liability for issues that arise due to Client actions taken based upon any Gallagher contract and document reviews or other advisory consulting activities. Client hereby assumes the sole responsibility for the legality of any and all decisions made, whether or not at the suggestion of Gallagher.

D. Assignment. This Agreement shall apply to and bind the successors and assigns of the Parties, including, in the event of a Party's insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall not be assignable by either Party, except with the prior written consent of the other Party; provided, however, that either Party may assign this Agreement to an affiliate or in the event of a merger or sale, provided the assignee is willing and able to assume (and does actually assume) such Party's obligations hereunder.

E. Independent Contractor. Gallagher is engaged to perform Services as an independent contractor of Client and not as an employee or agent of Client, and will not be operating in a fiduciary capacity.

F. Governing Law & Venue. This Agreement and any disputes or litigation relating to or arising out of this Agreement shall be governed by the laws of the State of Tennessee without regard to its conflict of law rules. Any litigation under Section VI.A of this Agreement shall be brought in federal or state court in Nashville, Tennessee.

G. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, pandemic, act of terrorism, sabotage, insurrection, riot, embargo, court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.

H. Counterparts. This Agreement may be executed in multiple counterparts (including by scanned image or electronic signature), each of which shall be considered one and the same agreement, and shall become effective when signed by each of the Parties and delivered to the other Party.

I. Warranties. Except as expressly set forth in this Agreement, Gallagher makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.

J. Severability. If a court/arbitrator of competent jurisdiction determines that any provision of this Agreement is void or unenforceable, that provision will be severed from this Agreement, and the court/arbitrator will replace it with a valid and enforceable provision that most closely approximates the intent of the Parties, and the remainder of this Agreement will otherwise remain in full force and effect.

K. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior negotiations, agreements and understandings. No change, waiver or discharge hereof shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced.

L. Non-Waiver. The Parties agree that any delay or forbearance by either Party in exercising any right or remedy under this Agreement or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. Only waivers expressly made in writing by an authorized Gallagher or Client representative shall be effective against such Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

**ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES, LLC**

BLOUNT COUNTY GOVERNMENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Approved as to form
By: 
Craig L. Gourett
Blount County Attorney