



Risk Management Committee

David Zimmerman - Chairman
Jury Commission Room – McKenzie Building
11 S. 4th Street
Pekin, IL 61554

Wednesday, October 23, 2024 - 4:00 pm

- I. Roll Call
- II. Approve minutes of the August 21, 2024 meeting
- III. Public Comment
- IV. New Business

RM-24-03

- A. Recommend to approve Travelers property, IPRF worker's compensation, and other insurance carriers
- B. Executive Session 5 ILCS 120/2(c)(11) – Pending Litigation

- V. Unfinished Business
- VI. Reports and Communications
 - a. Treasurer's Report
- VII. Recess

Members: Chairman David Zimmerman, Michael Harris, Bill Atkins, Nick Graff, Jay Hall, Kim Joesting, Greg Longfellow, Greg Menold, Dave Mingus, Nancy Proehl, Tammy Rich-Stimson, Max Schneider

Auditor Brett Grimm
State's Attorney Kevin Johnson
Treasurer Hannah Clark

Minutes pending committee approval



RISK MANAGEMENT COMMITTEE

Jury Commission Room – McKenzie Building
Wednesday, August 21, 2024 – 4:00 p.m.

Committee Members Present: Presiding Chairman Mike Harris, Jay Hall, Greg Longfellow, Dave Mingus, Greg Menold, Bill Atkins, Nancy Proehl, Max Schneider, State’s Attorney Mike Holly, Auditor Grimm

Committee Members Absent: Chairman David Zimmerman, Nick Graff, Kim Joesting, Tammy Rich-Stimson, Treasurer Clark

Others Attending: Mike Deluhery, County Administrator

MOTION MOTION BY MEMBER SCHNEIDER, SECOND BY MEMBER ATKINS to approve the minutes of the July 24, 2024 meeting.

On voice vote, **MOTION CARRIED UNANIMOUSLY.**

Human Resources Director Sue Webster stated that the County’s property, auto, and casualty insurance is up for renewal. She stated that Tim Neuhauser will gather pricing and provide us with quotes. She stated that she would present the quotes at the board meeting in September for renewal.

Presiding Chairman Harris recessed the meeting at 4:02 p.m.

(transcribed by S. Gulette)

COMMITTEE REPORT

RM-24-03

Mr. Chairman and Members of the Tazewell County Board:

Your Risk Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Risk Management Committee recommends to the County Board to authorize the County's Worker's Compensation, Property, Automobile, Liability, et al. Insurance contracts effective December 01, 2024; and

WHEREAS, the County entered into an insurance broker service agreement with Envision Insurance Group for property and casualty insurance programs in RM-23-06, which includes the fiscal year 2025 plan year; and

WHEREAS, the nature of the insurance industry and process of obtaining comprehensive liability insurance quotes is such that attempts to obtain price quotes from a variety of providers through the statutory competitive bidding processes would actually result in a less competitive market for purchasing; and

WHEREAS, Illinois State Statutes at 55 ILCS 5/5-1022 provide that the general requirement to competitively bid purchases in excess of \$30,000 does not apply to contracts which by their nature are not suitable to competitive bids pursuant to an ordinance adopted by the County Board; and

WHEREAS, Envision Insurance Group sought pricing from multiple vendors that were unwilling to supply pricing due to either not being competitive in pricing with the current providers or not willing to provide coverage with the law enforcement function; and

WHEREAS, Envision Insurance Group recommends continuing with the current providers, which includes the following:

Travelers	Property, liability, auto, inland marine, and umbrella	\$397,527
IPRF	Worker's compensation	\$143,397
Victor	Cyber liability	\$44,925
CRC	Nurses professional liability	\$2,889
Pekin Insurance	Public officials bonds	\$428
Total		\$589,166

WHEREAS, the final cost is subject to change based upon property valuations and any potential changes of coverage.

THEREFORE BE IT RESOLVED that the County Board approves this recommendation and authorizes the County Board Chairman to sign the necessary documents.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Treasurer, Human Resources, Finance Office, and the Auditor of this action.

PASSED THIS 30th DAY OF OCTOBER, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Premium Quotation

Insured: Tazewell County

Insurer: Travelers Insurance Company/IPRF/State National Ins Co/Landmark American

Policy Term: 12/1/2024 – 12/1/2025

<u>Coverage</u>	<u>Expiring Premium</u>	<u>Renewal Premium</u>
Property	\$80,157	\$111,909
Crime	\$2,903	\$2,390
Inland Marine	\$6,027	\$6,101
General Liability	\$25,383	\$29,975
Employment Practices Liability	\$96	\$47
Law Enforcement Liability	\$73,506	\$83,797
Public Entity Management Liability	\$17,622	\$18,900
Public Entity Employment-Related Practices Liability	\$20,959	\$21,240
Auto Liability	\$22,569	\$26,857
Auto Physical Damage	\$10,916	\$11,157
Umbrella	\$68,301	\$85,154
Cyber Liability	\$44,925	\$44,925
Workers Compensation	\$164,323	\$143,397
Public Official Bonds	\$428	\$428
Supervisor of Assessments		
Veterans Asst Comm Superintendent		
Sheriff		
State's Attorney		
Auditor		
County Clerk/Recorder		
Nurse's Professional Liability	\$2,889	\$2,889
Total Annual Premium:	\$541,004	\$589,166

DEDUCTIBLE AGREEMENT

This Deductible Agreement (“Agreement”) is made and entered into by and between the ILLINOIS PUBLIC RISK FUND, an Illinois Not-For-Profit Corporation, operating as a self-insured risk pool for Illinois public entities (“Fund”), and Tazewell County.

Recitals

WHEREAS, the Fund has accepted the Member for membership and the Member has accepted membership in the Fund subject to the Fund’s Pooling Agreement and By-Laws; and

WHEREAS, consistent with the Pooling Agreement and By-Laws, the Fund offers its Members an optional Deductible Plan, and the undersigned Member has enrolled in the Deductible Plan subject to the terms and conditions of this Deductible Agreement; and

WHEREAS, the Fund offers its Deductible Plan strictly as a convenience to its Members to enable the Members enrolled in the Deductible Plan to pay promptly when due the compensation and other benefits, including medical benefits, required of Members by the Illinois Workers Compensation Act and Illinois Workers Occupational Diseases Act; and

WHEREAS, the Fund and the undersigned Member each acknowledge and agree that the Deductible Plan is in no way intended, shall not operate, and shall in no way be construed as making the Fund liable for the payment of all or any portion of the Deductible Amount, as defined herein, and that the undersigned Member shall remain liable for payment of the Deductible Amount in its entirety under all circumstances; and

WHEREAS, nothing in this Agreement shall change or alter any of the obligations of either the Fund or the Member under the Pooling Agreement and By-Laws.

NOW, THEREFORE, in consideration of the recitals stated above, which are incorporated into this Agreement, and the mutual promises and covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS.

The recitals specified above are hereby incorporated into the body of this Agreement by this reference.

2. TERM.

The Term of this Agreement shall be for the period beginning on 12/01/2024 and terminating on 12/01/2025.

3. DEDUCTIBLE PLAN.

(A) For each claim tendered to and covered by the Fund, the Fund will pay on the Member's behalf, as a convenience to the Member, the Deductible Amount identified in Section 4 below. The Deductible Amount shall not include the Fund's loss adjustment expense, if any, allocated to a claim.

(B) The Fund shall issue an invoice to the Member, specifying the amount of the Deductible Amount paid by the Fund on Member's behalf for covered expenses (the "Deductible Amount Invoices") on a:

- Quarterly basis (March 31, June 30, September 30 and December 31)
- Monthly basis

If at any time during the Term of this Agreement a notice of cancellation is issued to the Member for non-payment of any amounts due to the Fund, then notwithstanding any contrary language contained in this Section 3(B), the Deductible Amount Invoices will be sent to the Member monthly for the remainder of the Term.

(C) Within 10 days of receipt of the invoice identified in Section 3(B) above, Member shall reimburse the Fund for all amounts paid as identified in the invoice. Member's failure to timely reimburse the Fund will be considered an event of default under this Agreement and under the Fund's Pooling Agreement and By-Laws.

4. DEDUCTIBLE AMOUNT.

The deductible amount (the "Deductible Amount") is \$400,000 for each claim or accident occurring during the Term of this Agreement.

5. REMEDIES.

In addition to the remedies provided in the Pooling Agreement and By-Laws, including, but not limited to, termination of the Member's membership in the Fund, should the Member default in its obligations under this Agreement, the Fund shall be entitled to seek all available remedies in law or in equity without limitation, and in addition, the Fund, in its discretion, may (i) terminate this Agreement without further notice; and (ii) may cease all future or further payments of the Deductible Amount on the Member's behalf.

6. INDEMNIFICATION, DEFEND AND HOLD HARMLESS.

Member hereby agrees to indemnify, defend and hold harmless the Fund as required by the Pooling Agreement and By-Laws.

7. WAIVER.

No course of dealing between the Fund and Member, nor any failure or delay by the Fund to exercise any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall

any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

8. SEVERABILITY.

If any provision of this Agreement is held invalid or unenforceable, either in its entirety or by virtue of its scope or application to given circumstances, then such provision shall thereupon be deemed modified only to the extent necessary to render the same valid, or not applicable to the given circumstances, or excised from this Agreement, as the situation may require, and this Agreement shall be construed and enforced as if such provision had been included therein as so modified in scope or application, or had not been included herein, as the case may be.

9. ENTIRE AGREEMENT.

This Agreement constitutes the sole and entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings among the parties with respect to the Fund's Deductible Plan.

10. AMENDMENTS.

This Agreement shall not be amended except by written instrument signed by the Fund.

11. COURT COSTS AND ATTORNEYS' FEES.

The prevailing party in any legal action taken to enforce the terms of this Agreement shall be entitled to recover its court costs and attorneys' fees from the opposing party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below to be effective beginning 12/01/2024.

ILLINOIS PUBLIC RISK FUND

Date: _____

By: _____

Title: _____

MEMBER

Date: _____

By: _____

Title: _____