

Risk Management Committee

David Zimmerman - Chairman

Jury Commission Room - McKenzie Building

11 S. 4th Street

Pekin, IL 61554

Wednesday, November 13, 2024 - 4:00 pm

- I. Roll Call
- II. Approve minutes of the October 23, 2024 meeting
- III. Public Comment
- IV. New Business
- RM-24-04 A. Recommend to approve contract extension with Tim Neuhauser/Envision Insurance
 - 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, October 23, 2024 – 4:00 p.m.



Harris, Nick Graff, Kim Joesting, Jay Hall, Greg

Longfellow, Dave Mingus, Greg Menold, Nancy Proehl, Max Schneider, State's Attorney Mike Holly, Auditor

Grimm, Treasurer Clark

Committee Members Absent: Tammy Rich-Stimson, Bill Atkins

Others Attending: Mike Deluhery, County Administrator

MOTION BY MEMBER HARRIS, SECOND BY MEMBER MOTION

SCHNEIDER to approve the minutes of the August 21, 2024

meeting.

On voice vote, MOTION CARRIED UNANIMOUSLY.

MOTION

RM-24-03 MOTION BY MEMBER GRAFF, SECOND BY MEMBER

JOESTING to approve Travelers property, IPRF worker's

compensation and other insurance carriers

Human Resources Director Sue Webster stated that this is our annual renewal with Envision, which is also Travelers insurance. She stated there is a 9% increase, however, our worker's compensation decreased by \$20,000.

Member Harris questioned how much it increased and Director Webster stated that it increased \$48,000.

Chairman Zimmerman stated there is one year left on Envision's contract.

On voice vote, MOTION CARRIED UNANIMOUSLY.

MOTION

MOTION BY SCHNEIDER, SECOND BY PROEHL to move the Committee into Executive Session under 5 ILCS 120/2(c)(11) – Pending Litigation at 4:03 p.m.

On voice vote, MOTION CARRIED UNANIMOUSLY.

The Committee was moved out of Executive Session at 4:12 p.m.

Presiding Chairman Harris recessed the meeting at 4:12 p.m.

(transcribed by S. Gullette)

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 Committee recommends to the County Board to approve a two year extension to the broker service agreement with Envision Insurance Group for property and casualty insurance programs; and

WHEREAS, the County entered into a two-year Insurance Broker Service Agreement with Envision Insurance Group to secure professional insurance brokerage services relating to the placement of Tazewell County's commercial property and casualty insurance programs with a commencement date of December 1, 2023 and

WHEREAS, the County and Envision Insurance Group agree to extend the agreement to include the coverage year terms 2025/2026 and 2026/2027; and

WHEREAS, for the services provided by the broker pursuant the agreement, the County agrees to pay a broker fee of \$28,000 annually, payable in two equal payments of \$14,000 each as follows:

- \$14,000 not later than December 1, 2025
- \$14,000 not later than May 1, 2026
- \$14,000 not later than December 1, 2026
- \$14,000 not later than May 1, 2027

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

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

PASSED THIS 20th DAY OF NOVEMBER, 2024.

ATTEST:	
Tazewell County Clerk	Tazewell County Board Chairman

INSURANCE BROKER SERVICE AGREEMENT BETWEEN TAZEWELL COUNTY, ILLINOIS AND ENVISION INSURANCE GROUP

Revised Extension

This INSURANCE BROKER SERVICE AGREEMENT, ("Agreement") is entered into the 1st day of December 2023 by and between Tazewell County, whose principal offices are located at 11 South 4th Street, Suite 432, Pekin, Illinois 61554; and Envision Insurance Group, ("Broker") an Illinois Corporation whose principal office is located at 150 South Main Street, Suite B, Morton, IL 61550.

RECITALS

WHEREAS Tazewell County wishes to secure an Agreement for professional insurance brokerage services relating to the placement of Tazewell County's commercial property and casualty insurance programs; and

WHEREAS Broker has presented a proposal to provide such services to Tazewell County that Tazewell County finds reasonable and acceptable;

NOW THEREFORE, for and in consideration of the provisions and conditions set forth in this Agreement, Tazewell County and Broker agree as follows:

I. SCOPE OF SERVICES

Broker agrees to provide the services outlined below with respect to the Tazewell County's commercial property and casualty insurance program for an additional two years beyond the original expiration date of November 30, 2025. This additional two year extension shall include the 2025/2026, and 2026/2027 annual coverage terms. Certain services may be provided directly by the insurance carrier, in which case the Broker will provide oversight.

A. Commercial Property and Casualty Insurance Program Design

- 1. Consolidated Plan Design
- 2. Exposure data collection, compilation, and review
- 3. Consulting services in all areas of commercial property and casualty
- 4. Review and analysis of appropriate and adequate coverage levels
- 5. Ongoing communication with Tazewell County as it relates to upcoming and anticipated changes or needs in commercial property and casualty insurance program.

B. Marketing and Quotation Services

- 1. Coordinate overall marketing process
- 2. Recommend carriers and assist in selection
- 3. Write coverage program specifications
- 4. Submit complete and accurate requests for proposals to selected insurance carriers
- 5. Coordinate carrier interviews if necessary
- 6. Coordinate carrier loss control inspections if necessary
- 7. Provide coverage recommendations to Tazewell County
- 8. Complete final negotiations with selected insurance carriers
- 9. Facilitate the binding and implementation of all insurance policies
- 10. Provide Tazewell County proof of all coverage including Auto ID cards for entire fleet

- 11. Review all policies for adequacy and compliance with requested coverage and provide feedback as needed regarding management of risk
- 12. Review all policies for accuracy when received from carriers

C. Service Requests

- 1. Provide Certificates of Insurance for all parties with a financial interest
- 2. Coordinate communications process among Tazewell County, Broker, and insurance carriers
- 3. Process any change requests made by Tazewell County
- 4. Assist in any billing or payment questions
- 5. Act as a representative and attend County Safety Meetings and provide required reports to address current losses and trends

D. Claims Services Coordination

- 1. Establish the claims reporting process and communicate with Tazewell County
- 2. Determine the type of claims history reports that will be needed and coordinate claim reporting data accordingly
- 3. Monitor claim activity for timeliness response and adjudication, and overall carrier claims administration
- 4. Provide claim history information to Tazewell County on an agreed upon basis
- Monitor claim reserve activity and participate with Tazewell County in periodic reviews with insurance carriers
- 6. Provide restitution services to recoup any loss that is not covered by the insurance carriervehicle damage and/or total loss as well as third party liability below the deductible amount

E. Stewardship Report

1. Provide mid-term status report to Tazewell County as it relates to commercial property and casualty insurance program

F. Client Communication

1. Respond to all inquiries from all personnel at Tazewell County on a timely basis, including returning phone calls or emails the same business day.

G. Risk Management Services Provided

- 1. Broker will represent Tazewell County, as directed, in any negotiations with insurers or prospective insurers and other parties regarding insurance matters
- 2. Broker will coordinate all risk management services provided by insurance carriers
- 3. Broker will coordinate online accessibility to risk management resources
- 4. Broker will provide login credentials for "My Wave", HRconnection" and "Broker Briefcase" to selected stakeholders at Tazewell County
- 5. Broker will provide required OSHA training materials to remain compliant

II. TERM

The extension of this Agreement shall commence and be effective December 1, 2024, and end November 30, 2027, unless extended or terminated as otherwise agreed by the parties.

III. FEE

For the services provided by the Broker pursuant to the Agreement, Tazewell County agrees to pay Broker a fee of TWENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$28,000.00) annually, payable in two equal payments of \$14,000.00 each as follows:

- 1. \$14,000.00 not later than December 1, 2025
- 2. \$14,000.00 not later than May 1, 2026
- 3. \$14,000.00 not later than December 1, 2026; and
- 4. \$14,000.00 not later than May 1, 2027

Each semi-annual payment represents a prepayment of the services to be provided during the six months following the payment due date.

These fees include the cost of continuing to assist with claims beyond the annual coverage term when the incident occurred during the term of this Agreement.

IV. INSURANCE

At all times during the course of this Agreement, Broker shall keep in full force and effect professional liability insurance coverage in the amount not less than \$1,000,000.00 per occurrence. Broker's insurance coverage must provide that it shall not be terminated or decreased below the minimum required coverage amounts without earlier than 30 days after Tazewell County receives notice of the reduction or termination in coverage.

V. ADDITIONAL PROVISIONS

- **A.** <u>Amendments:</u> This Agreement may be modified or amended only by the written agreement of the parties hereto.
- **B.** <u>Entire Agreement:</u> This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, resolutions, and understandings, if any, by and/or between the parties respecting such matters.
- C. <u>Notices:</u> Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing as follows:

If to Broker: Tim Neuhauser Envision Insurance Group 150 S Main Street Suite B Morton, IL 61550 If to Tazewell County:

Mr. Mike Deluhery Tazewell County Administrator 11 S. 4th Street Suite 432 Pekin, IL 61554

- D. Disclosure Notice: This Agreement shall serve as notice under 215 ILCS 5/500-80(e).
- **E**. <u>Seeking Proposals</u>: Nothing in this Agreement shall preclude Tazewell County from seeking proposals, issuing bids, or contracting with another party related to services to be provided for the annual coverage term beginning on December 1, 2025, or when written notice of termination has been provided. Envision Insurance Group shall provide the reports and documentation related to claims that are necessary to seek proposals.

VI. TERMINATION

This agreement may only be terminated by either party, by providing 60 day written notice to the contacts identified in this Agreement. As provided in 215 ILCS 5/500-80(e), in the event that an insurance policy or contract is cancelled within 90 days following the inception date, a prorated portion of the fee listed in Section III shall be refunded to Tazewell County within 30 days after Envision Insurance Group receives proper documentation that the corresponding insurance policy or contract has been canceled. At no time shall Envision Insurance Group charge Tazewell County a fee or compensation for cancellation of any insurance policy or contract.

In the event that the agreement is terminated by either party, a prorated portion of the prepaid fees listed in Section III shall be refunded to Tazewell Cunty within 30 days of the termination date.