

April 6, 2018

Mr. Dan Mackey  
Mesirow Insurance Services, Inc.  
353 N Clark Street  
Chicago, IL 60654

Re: Engagement of Mesirow Insurance Services, Inc. to Provide Insurance Brokerage Services to the Village of Tinley Park (the "Village")

Dear Dan:

The Village would like to confirm the engagement of the Mesirow Insurance Services, Inc. ("Mesirow") to provide insurance brokerage services for the Village in accordance with the terms and conditions of this Letter of Engagement ("LOE"). Mesirow accepts the relationship of trust and confidence established between it and the Village and agrees to provide its best skill and judgment to carry out the requirements of this engagement in the most expeditious and economical manner consistent with the interests of the Village.

From and after the date of your acceptance of the terms and conditions contained in this LOE Mesirow agrees to act as the Village's representative in the insurance market for at least the following lines of insurance coverage:

General Liability  
Auto Liability  
Law Enforcement Liability  
Public Officials & Employment Practices Liability  
Umbrella Liability  
Property including Boiler & Machinery and Inland Marine  
Crime  
Workers' Compensation

Mesirow, in performing such services, will provide guidance and advice to assist the Village in minimizing risk and obtaining competitive pricing. It is the Village's intent to establish a long-term partnership; however, the decision to retain Mesirow will be subject to annual reviews and satisfactory performance.

Mesirow, by accepting the terms and conditions of this letter of engagement, confirms that it is a full service broker capable of developing and recommending insurance and risk financing programs, policies, techniques and cost allocation methods for property and casualty lines of business, as well as each of the other lines of insurance currently maintained by the Village.

At all times while you are acting as insurance broker and representative of the Village pursuant to this engagement, Mesirow agrees that it (a) will remain licensed to do business in the State of Illinois as an insurance producer; and (b) carry a minimum of \$10 million of Errors & Omissions coverage and provide suitable certificates and other evidence confirming such coverage upon request

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of the Village.

**I. Initial Review**

After your acceptance of this letter Mesirow will begin preparing a risk management analysis of the Village's existing insurance plans which will make recommendations for changes in plan provisions, alternate service delivery systems, financing alternatives, and other areas, as appropriate. In your analysis, please also describe any loss control services that you would propose for the Village. Mesirow will complete this review by August 1, 2018, to allow the Village to have sufficient time to make recommendations to the finance committee and Village board.

**II. Scope of Services.**

As the Village's insurance broker, Mesirow will provide the following services to the Village:

- a. Develop an insurance marketing strategy, prepare insurance coverage specifications and assist with preparing underwriting applications.
- b. Solicit bids from insurance carriers rated not less than "A- VII" by A.M. Best. Provide a summary of the bids received and provide a recommendation after careful analysis of the proposals.
- c. Bind coverage as directed by the Village.
- d. Conduct meetings to identify areas of exposures and concern, establish goals and set priorities. Assist in establishing insurable values.
- e. Evaluate insurance programs in light of industry trends, claims history, loss development, legal or regulatory requirements, and market conditions.
- f. Review current loss prevention activities and make recommendations for improvement
- g. Act as a technical resource by providing regular updates on current market risk management conditions, issues and trends that may affect the Village.
- h. Prepare insurance summaries or comparisons of current and prior coverage and premiums.

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**III. Compensation**

Mesirow agrees to be compensated for the services it will provide pursuant to this LOE as follows:

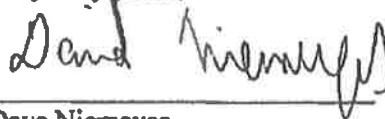
- a. After the execution of this LOE and through December 31, 2018, Mesirow will not bill the Village for providing the brokerage services specified in Section II above. However, when the Village's insurance program is placed for renewal on January 1, 2019, Mesirow will be compensated for its services as provided for in Section III(b) below.
- b. If at renewal on January 1, 2019, the Village's insurance program is placed with insurers other than IRMA or pools approached directly by the village, Mesirow will be entitled to receive the standard and customary commissions paid by such insurers in connection with the insurance coverages placed by Mesirow on behalf of the Village.

**IV. Termination**

Either party may terminate Mesirow's engagement as the Village's insurance broker and representative at any time by upon thirty (30) days written notice to the other party.

This LOE constitutes the entire understanding between the Village and Mesirow and supersedes all prior understandings, written or oral, relating to the subject matter. Please review this letter carefully and, if it meets with your approval, please sign the enclosed copy of this letter and return it to me at your earliest opportunity. We look forward to a long and mutually beneficial relationship.

Very truly yours,



Dave Niemeyer  
Village Manager  
Village of Tinley Park

**Accepted:**

MESIROW INSURANCE SERVICES, INC.

By:

Name:



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Title: \_\_\_\_\_

Date: \_\_\_\_\_