
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2022-R-132

**A RESOLUTION APPROVING RENEWAL OF AN INSURANCE POLICY WITH THE
ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION (IML RMA)**

MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

RESOLUTION NO. 2022-R-132

A RESOLUTION APPROVING RENEWAL OF AN INSURANCE POLICY WITH THE ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION (IML RMA)

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Village of Tinley Park's ("Village") current annual insurance policy term with the Illinois Municipal League Risk Management Association ("IML RMA") expires on December 31, 2022; and

WHEREAS, the Village after reviewing various exposures to risk and liability across all of the Village's operations in conjunction with its current insurance coverage desires to enter into a Renewal Policy Agreement ("Agreement") with IML RMA, to begin on January 1, 2023 and continue to December 31, 2023; and

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid Renewal Agreement be entered into and executed by said Village of Tinley Park, with said Renewal Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Renewal Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

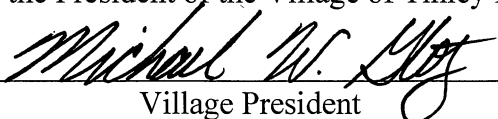
ADOPTED this 1st day of November, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT:None

APPROVED this 1st day of November, 2022, by the President of the Village of Tinley Park.


Village President

ATTEST:

Village Clerk

EXHIBIT 1

**INSURANCE POLICY WITH THE ILLINOIS MUNICIPAL LEAGUE RISK
MANAGEMENT ASSOCIATION (IML RMA)**

Minimum/Maximum Contribution Agreement

This Agreement is between the Illinois Municipal League Risk Management Association (RMA), an intergovernmental association formed pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the **VILLAGE OF TINLEY PARK**, a member of RMA. This Agreement amends and supplements the declarations pages dated January 01, 2023 to January 01, 2024 and all endorsements thereto.

1. DEFINITIONS

The following definitions shall apply for purposes of this Agreement:

- Loss Fund – Those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Minimum Loss Fund – 55% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Maximum Loss Fund – 110% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Paid Claim Dollars – Those payments made by RMA on claims including defense costs against the **VILLAGE OF TINLEY PARK** minus recovery from subrogation, deductible or salvage credited against those claim payments.
- Minimum Contribution – Minimum Loss Fund including reinsurance and excess premiums and administrative costs.
- Maximum Contribution – Maximum Loss Fund including reinsurance and excess premiums and administrative costs.

2. MINIMUM/MAXIMUM CONTRIBUTION BREAKDOWN

The **VILLAGE OF TINLEY PARK** hereby agrees to the following schedule of contributions:

		<u>Minimum Contribution</u>		<u>Maximum Contribution</u>
Reinsurance and Excess Premiums and Administrative Costs		\$ 416,401		\$ 416,401
Loss Fund Contribution	@ 55%	<u>\$ 574,561</u>	@ 110%	<u>\$1,149,122</u>
		\$ 990,962		\$1,565,523

3. Based upon a comparison of paid claim dollars against the loss fund, RMA will determine whether additional contributions beyond the minimum contribution will be required up to the maximum contribution.
4. For purposes of determining paid claims, RMA will complete a semi-annual review of paid claim dollars.

5. **NOTICE**

RMA hereby agrees to send, through its agents, written notice when paid claim dollars are equal to or greater than 60% of the Minimum Loss Fund.

RMA agrees, through its agents, to send a second written notice when paid claim dollars equal or exceed 85% of the Minimum Loss Fund.

6. **BILLING/PAYMENT** – The parties to this Agreement hereby agree to the following terms:

When paid claim dollars reach or exceed 100 percent of the Minimum Loss Fund, billing will be instituted on a yearly basis for those paid claim dollars in excess of the Minimum Loss Fund and billing will continue on a yearly basis until the Maximum Loss Fund limit is attained or all claims initiated during the coverage period are closed. Billings will be completed in July of each year for paid claim dollars through June 30.

The **VILLAGE OF TINLEY PARK** hereby agrees to make payment within 30 days of its receipt of billing.

7. All other definitions, conditions and coverages of RMA remain the same under this Agreement, including the handling of all claims and member contribution payment schedules.

8. This Agreement is to be interpreted and construed in accordance with the laws of the State of Illinois.

9. If any one portion or portions of this Agreement is found to be invalid or unenforceable, the remainder shall remain valid and binding on the parties.

The undersigned hereby affirm that they are duly authorized as agents to bind the parties to this Agreement.



Mayor/Village President/Town President

11/00/2022
Date



Treasurer/Comptroller/Risk Management Coordinator

11/01/2022
Date

Reserved for RMA use only

RMA Managing Director

Date

Illinois Municipal League



Risk Management Association

INVOICE

2023 Min/Max Contribution

The signed Min/Max Agreement must be returned with your payment.

PO Box 5180, Springfield, IL 62705-5180 | Ph: (217) 525-1220 | Fax: (217) 525-7438

Date: October 3, 2022

Member: Village of Tinley Park

Account #: 0586

Indicate Payment Option (from list below): _____

Amount Enclosed: \$ _____

Please return this form with payment after completing the information on the reverse side.

MAKE CHECK PAYABLE TO RMA

BILLING DETAIL

2023 IML RISK MANAGEMENT ASSOCIATION ANNUAL CONTRIBUTION

Work Comp	\$463,351
Auto Liability & Comprehensive General Liability	\$387,502
Portable Equipment	\$5,836
Auto Physical Damage	\$34,737
Property	\$99,536
	\$990,962

2023 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*

\$3,500

INVOICE TOTAL

\$994,462

PLEASE CHOOSE ONE OF THE FOLLOWING PAYMENT OPTIONS and enter it in the space provided above:	
OPTION #1 – Pay Full Amount	
Contribution Amount	\$990,962.00
Minus 1% Savings	\$9,909.62
	\$981,052.38
Illinois Municipal League Dues	\$3,500.00
Total due by 11/18/22	\$984,552.38
OPTION #2 - Pay Full Amount	
Contribution Amount	\$990,962.00
Illinois Municipal League Dues	\$3,500.00
Total due by 12/16/22	\$994,462.00
OPTION #3 - Pay in two installments	
<i>Includes 1% installment fee</i>	
Contribution Amount	\$990,962.00
Plus 1% fee	\$9,909.62
	\$1,000,871.62
Illinois Municipal League Dues	\$3,500.00
	\$1,004,371.62
\$739,583.79	Due by 12/16/22
\$264,787.83	Due by 5/19/23

*Membership with the Illinois Municipal League (IML) is a requirement to remain a member of the IML Risk Management Association.

On behalf of the municipality named above ("Member"), I hereby warrant that I have the authority to sign this agreement on the Member's behalf. (If choosing the installment option, I acknowledge and understand that it is afforded only as a benefit for budgeting purposes and is not meant to allow for mid-term withdrawal.) I acknowledge and understand that Article 5 of the Intergovernmental Cooperation Contract ("Contract") prohibits termination of the Intergovernmental Cooperation Contract no less than 120 days prior to the first day of January of any given year. Per Article 5, I warrant that the Member will adhere to the Contract and pay all contributions when due.

Municipal Official (please sign):

Title: Village President

Date: 11/01/2022

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-132, “**A RESOLUTION APPROVING RENEWAL OF AN INSURANCE POLICY WITH THE ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION (IML RMA)**,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 1st, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 1st day of November, 2022.



VILLAGE CLERK