

ORDINANCE NO. 2015-O- 15

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE IMLRMA
MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT

WHEREAS, the City Council of the City of Marshall, Clark County, Illinois, a member in good standing of the Illinois Municipal League Risk Management Association and party to the IMLRMA Intergovernmental Cooperation Contract, has been fully apprised of the IMLRMA Minimum/Maximum Contribution Agreement which amends and supplements the IMLRMA Declaration pages dated 12/31/2015 to 12/31/2016 and all endorsements thereto; and,

WHEREAS, the City Council of the City of Marshall, Clark County, Illinois, finds it to be in the best interest of the municipality to make its IMLRMA contribution in accordance with the IMLRMA Minimum/Maximum Contribution Agreement.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Marshall, Clark County, Illinois, as follows:

1. That the execution of the IMLRMA Minimum/Maximum Contribution Agreement for a one (1) year period beginning 12/31/2015 and ending 12/31/2016, is hereby authorized.
2. That the Mayor and the Treasurer of the City of Marshall, Clark County, Illinois are hereby granted authority to execute the IMLRMA Minimum/Maximum Agreement which amends and supplements the IMLRMA Declaration pages dated 12/31/2015 to 12/31/2016 and all endorsements thereto.
3. This Ordinance shall be in full force and effect immediately upon its passage and approval.

	<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>
Michael Smitley	<u>✓</u>	_____	_____
Cathy Macke	<u>✓</u>	_____	_____
Mark Strait	<u>✓</u>	_____	_____
Warren LeFever	<u>✓</u>	_____	_____
James McKittrick	<u>✓</u>	_____	_____
Cheryl Raisner	<u>✓</u>	_____	_____
Tim J. Sanders	<u>✓</u>	_____	_____
Vickie Wallace	<u>✓</u>	_____	_____

PASSED this 9th day of November, 2015

APPROVED this 9th day of November, 2015

Camie Sanders
Mayor

ATTEST:

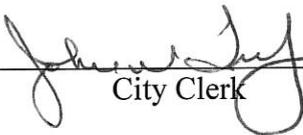
John G. [Signature]
City Clerk

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF CLARK)
)
CITY OF MARSHALL)

I, John Trefz, Clerk of the City of Marshall, Clark County, Illinois, do hereby certify that as such officer, I am the Clerk of the City Council of said City and the keeper of records of said City and that the foregoing document entitled "An Ordinance Authorizing the Execution of the IMLRMA Minimum/Maximum Contribution Agreement" is a true and correct copy of the original Ordinance passed by the City Council, Clark County, Illinois, at its regular meeting held on November 9, 2015, as said Ordinance appears in the records of my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Marshall, Clark County, Illinois this 9th day of November, 2015.



City Clerk

(SEAL)

IMLRMA MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT

This Agreement is between the Illinois Municipal League Risk Management Association (IMLRMA), an intergovernmental association formed pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the **CITY OF MARSHALL**, a member of the IMLRMA. This Agreement amends and supplements the Declarations Pages dated January 01, 2016 to January 01, 2017 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" -- 85 percent of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.

"Maximum Loss Fund" -- 130 percent 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 IMLRMA on claims including defense costs against the **CITY OF MARSHALL** 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 **CITY OF MARSHALL** hereby agrees to the following schedule of contributions:

	<u>Minimum Contribution</u>		<u>Maximum Contribution</u>
Reinsurance and Excess Premiums and Administrative Costs	\$ 48,219		\$ 48,219
Loss Fund Contribution	@ 85% \$ 102,825 \$ 151,044	@ 130%	\$ 157,261 \$ 205,480

3. Based upon a comparison of paid claim dollars against the Loss Fund, IMLRMA will determine whether additional contributions beyond the minimum contribution will be required up to the maximum contribution.

4. For purposes of determining paid claims, IMLRMA will complete a semi-annual review of paid claim dollars.



5. NOTICE

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

IMLRMA agrees, through its agents, to send a second written notice when paid claim dollars equal or exceed 85 percent 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 **CITY OF MARSHALL** hereby agrees to make payment within 30 days of its receipt of billing.

7. All other definitions, conditions and coverages of the IMLRMA remain the same under this Agreement, including the handling of all claims.

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.



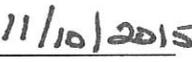
Mayor/Village President



Date



Treasurer/Comptroller/RMC



Date

IMLRMA, Managing Director

Date



ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION
 PO BOX 5180, SPRINGFIELD, IL 62705-5180
 Ph: 217-525-1220 Fax: 217-525-7438

2016 MIN/MAX CONTRIBUTION: \$151,044

Date: 10/26/2015

\$59,934	Work Comp
\$60,115	Auto Liability & Comprehensive General Liability
\$ 956	Portable Equipment
\$3,292	Auto Physical Damage
\$26,747	Property
\$151,044	TOTAL MIN/MAX CONTRIBUTION

**MEMBER:
CITY OF MARSHALL**

Account #: 0350

PAYMENT OPTIONS – Please Check One Box

The signed MIN/MAX agreement must be returned with your payment.

<input type="checkbox"/>	<p>OPTION #1 – BEST VALUE! Early Pay 1% Discount</p> <table style="width: 100%;"> <tr> <td>Invoice Amt:</td> <td align="right">\$151,044.00</td> </tr> <tr> <td>Minus 1%</td> <td align="right">\$1,510.44</td> </tr> <tr> <td>Total due</td> <td align="right">\$149,533.56</td> </tr> </table> <p>Total due by: 11/20/15</p>	Invoice Amt:	\$151,044.00	Minus 1%	\$1,510.44	Total due	\$149,533.56	<input type="checkbox"/>	<p>OPTION #3 PAY FULL AMOUNT</p> <table style="width: 100%;"> <tr> <td>Invoice Amt:</td> <td align="right">\$151,044.00</td> </tr> </table> <p>Total due by: 12/18/15</p>	Invoice Amt:	\$151,044.00								
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<input type="checkbox"/>	<p>OPTION #2 – Pay in Two Installments Early Pay 1% Discount (Includes 1% Installment Fee)</p> <table style="width: 100%;"> <tr> <td>Invoice Amt</td> <td align="right">\$151,044.00</td> </tr> <tr> <td>Minus 1%</td> <td align="right">\$1,510.44</td> </tr> <tr> <td></td> <td align="right">\$149,533.56</td> </tr> <tr> <td>1% installment fee</td> <td align="right">\$1,495.34</td> </tr> <tr> <td>Total Invoice</td> <td align="right">\$151,028.90</td> </tr> </table> <p align="right">\$75,514.45 due by : 11/20/15, and \$75,514.45 due by : 5/13/16</p>	Invoice Amt	\$151,044.00	Minus 1%	\$1,510.44		\$149,533.56	1% installment fee	\$1,495.34	Total Invoice	\$151,028.90	<input type="checkbox"/>	<p>OPTION #4 – Pay in Two Installments (Includes 1% Installment Fee)</p> <table style="width: 100%;"> <tr> <td>Invoice Amt</td> <td align="right">\$151,044.00</td> </tr> <tr> <td>1% Installment Fee</td> <td align="right">\$1,510.44</td> </tr> <tr> <td></td> <td align="right">\$152,554.44</td> </tr> </table> <p align="right">\$76,277.22 due by : 12/18/15, and \$76,277.22 due by : 5/13/16</p>	Invoice Amt	\$151,044.00	1% Installment Fee	\$1,510.44		\$152,554.44
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PAYMENT ENCLOSED: \$ _____

Please return this invoice with payment.

*** If you select Option 2 or Option 4 for Pay in Two Installments, please read and sign Acknowledgement below before returning invoice.**

Make Check Payable To:

IML Risk Management Association
 PO Box 5180
 Springfield, IL 62705-5180

On behalf of the city/town/village named above ("Member"), I hereby warrant that I have the authority to sign this agreement on the Member's behalf. I acknowledge and understand that the installment option 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 prior to the last day of December of any given year. Per Article 5, I warrant that the Member will adhere to the Contract and pay the second installment when due.

Rami Sanchez
 Mayor/Village President or Other Municipal Officer (Please Sign)

Mayor
 Title

11/10/2015
 Date