



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

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Whereas, the City Council of the City of Galena, 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 Declarations pages dated 12/31/15 to 12/31/16 and all endorsements thereto.

Whereas, the City Council of the City of Galena 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.

Be it ordained by the City Council of the City of Galena:

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 are hereby granted authority to execute the IMLRMA Minimum/Maximum Agreement which amends and supplements the IMLRMA Declarations pages dated 12/31/2015 to 12/31/2016 and all endorsements thereto.
3. That this ordinance shall take effect immediately upon its passage and approval.

AYES: Lincoln, Bernstein, Fach, Hahn, Kieffer, Renner

NAYS: None

PRESENT: Bernstein, Fach, Hahn, Kieffer, Lincoln, Renner

ABSENT: Westemeier



Terry Renner, Mayor

ATTEST:



Mary Beth Hyde, City Clerk

## 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 GALENA**, 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 GALENA** 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 GALENA** hereby agrees to the following schedule of contributions:

	<u>Minimum Contribution</u>		<u>Maximum Contribution</u>
Reinsurance and Excess Premiums and Administrative Costs	\$ 71,171		\$ 71,171
Loss Fund Contribution	@ 85% \$ 151,770	@ 130%	\$ 232,119
	\$ 222,941		\$ 303,290

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.

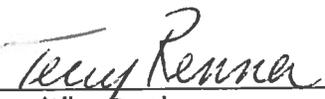
The **CITY OF GALENA** hereby agrees to make payment within 30 days of its receipt of billing.

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

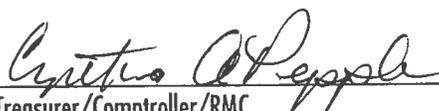
8. This Agreement is to be interpreted and construed in accordance with the laws of the State of Illinois.

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

11-9-15  
Date

  
\_\_\_\_\_  
Treasurer/Comptroller/RMC

11-9-15  
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: \$222,941**

**Date: 10/26/2015**

\$84,537	Work Comp
\$51,971	Auto Liability & Comprehensive General Liability
\$4,465	Portable Equipment
\$21,961	Auto Physical Damage
\$60,007	Property
<b>\$222,941</b>	<b>TOTAL MIN/MAX CONTRIBUTION</b>

**MEMBER:  
CITY OF GALENA**

Account #: 0206

**PAYMENT OPTIONS – Please Check One Box**

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

<input checked="" type="checkbox"/>	<p><b>OPTION #1 – BEST VALUE!</b> Early Pay 1% Discount</p> <p>Invoice Amt: \$222,941.00          Minus 1% <u>\$2,229.41</u>          Total due \$220,711.59</p> <p>Total due by: 11/20/15</p>	<input type="checkbox"/>	<p><b>OPTION #3</b> PAY FULL AMOUNT</p> <p>Invoice Amt: \$222,941.00</p> <p>Total due by: 12/18/15</p>
<input type="checkbox"/>	<p><b>OPTION #2 – Pay in Two Installments</b> Early Pay 1% Discount (Includes 1% Installment Fee)</p> <p>Invoice Amt \$222,941.00          Minus 1% <u>\$2,229.41</u>          \$220,711.59          1% installment fee <u>\$2,207.12</u>          Total Invoice \$222,918.71</p> <p><u>\$111,459.36</u> due by : 11/20/15, and  <u>\$111,459.35</u> due by : 5/13/16</p>	<input type="checkbox"/>	<p><b>OPTION #4 – Pay in Two Installments</b> (Includes 1% Installment Fee)</p> <p>Invoice Amt \$222,941.00          1% Installment Fee <u>\$2,229.41</u>          \$225,170.41</p> <p><u>\$112,585.21</u> due by : 12/18/15, and  <u>\$112,585.20</u> due by : 5/13/16</p>

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.

  
 \_\_\_\_\_  
 Mayor/Village President or Other Municipal Officer (Please Sign)

City Administrator 11/10/15  
 Title Date