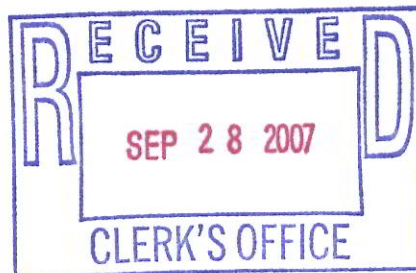


Agreement
#376

Clerk's Contract and Agreement Cover Page

Year: 2008 Legistar File ID#: 2007-0536
Multi Year: ☐ Amount \$65,000.00

Contract Type: Professional Services
Contractor's Name: Horton Group
Contractor's AKA:
Execution Date:
Termination Date:
Renewal Date:
Department: Finance
Originating Person: Annmarie Mampe
Contract Description: FY 2008 Liability Insurance Renewal
Service Retainer Agreement



Friday, September 28, 2007

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100

September 28, 2007

Mr. Michael Gleason
The Horton Group
10320 Orland Parkway
Orland Park, Illinois 60467

RE: 2007-2008 Liability Insurance Renewal

Dear Mike:

Enclosed is the signed Service Retainer Agreement with Horton Group, Inc. for commercial property and casualty services in the amount of Sixty Five Thousand and No/100 (\$65,000.00) Dollars. This Agreement is effective for the period October 1, 2007 thru September 30, 2008.

Your contact regarding this agreement is Annmarie Mampe at (708) 403-6199.

Sincerely,



Denise Domalewski
Contract Administrator

cc: Annmarie Mampe



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

Service Retainer Agreement

This Agreement is made this 1st day of October, 2007, between Village of Orland Park of 14700 S. Ravinia Avenue Orland Park, IL 60462, hereinafter referred to as "Village of Orland Park", and The Horton Group, Inc. of 10320 Orland Parkway, Orland Park, IL 60467 hereinafter referred to as "Horton".

WHEREAS, Horton, together with its affiliated entities (its "Affiliates"), operates insurance agencies and related businesses which procure numerous lines and types of insurance products and provide various related services to accounts located throughout the areas of the United States in which Horton and such Affiliates may operate, from time to time; and

WHEREAS, Village of Orland Park desires to engage Horton to provide certain commercial property and casualty services in exchange for the fees as outlined in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. The term of this Agreement shall commence as of October 1, 2007, and shall remain in effect for a period of 1 year(s) thereafter ending on, September 30, 2008 unless earlier terminated as hereinafter provided.
2. Horton shall be compensated \$65,000 by Village of Orland Park for Horton performing any or all of the following core services:

HORTON RISK MANAGEMENT SERVICES (MICHAEL GLEASON, SENIOR VICE PRESIDENT)

- Obtain five years of detailed loss information and status reports from prior insurance companies for renewal marketing purposes.
- Brokerage services include marketing, consultation and placement of all property, casualty, professional, excess liability & bonds for the 10-01-07/08 policy period.
- Review all renewal policies for accuracy and make any necessary corrections. Deliver renewal policies and automobile ID cards.
- Process billings and make payments to respective insurance companies on a timely basis.

- Set-up monthly hard copy loss information and on line claim services, where possible.
- Issue certificates of insurance, when required, within 24 hours.
- Answer any questions or coordinate insurance services upon request during the policy period.
- Arrange a pre-renewal meeting to discuss the marketplace and assist with the budget process. Determine any problems that may exist and available options.
- Place Orland Fest's Coverage for general and liquor liability.

HORTON CLAIMS SERVICES (CARLA BIRSA, HORTON SENIOR CLAIMS SUPERVISOR)

- Review and summarize loss runs from current carriers.
- Set up claim review meetings with CCMSI at the Village, regarding open Worker's Compensation, Automobile & General Liability claims.
- Hold discussions CCMSI to forward claim acknowledgements to Horton for review and follow up.
- Monitor CCMSI's online Casualty claim service at Village.
- Perform analysis of losses & services to assist client in determining whether TPA quotes should be obtained.

HORTON'S NETWORK SAFETY SERVICES (DAVE VALENTINE, SENIOR SAFETY CONSULTANT)

- Continue a comprehensive assessment of the Village's Safety and Risk Management Program. Assessment includes field work and interviews, report preparation, ergonomics study and make a presentation to Department heads upon completion.
- Assist with any on-going or required safety training and education. Invite to all safety and educational seminars.

HORTON'S BOND SERVICES (JOHN NASO, MANAGER)

- Place Public Officials Bond with Fidelity and Deposit Company of Maryland and assist with any other required bonds.

HORTON LEGAL & RISK TRANSFER SERVICES

- Continue to work with the Village on Sample Certificates for each of the following: Contractors performing services, Contractors applying for Village license, Suppliers, Charitable Organizations, Vendors, Village Property Rentals and Tenants. Assist Village Administrators, with certificate & contract review.

3. The Service Retainer is in lieu of standard agent commissions normally paid to Horton by the insurance carriers involved. Any standard agent commissions received by Horton shall be credited by Horton against past due and future installments of the Service Retainer. The credits shall be reflected at the end of each twelve-month term.

Horton may receive additional compensation from the insurance companies in the form of profit sharing. These forms of compensation are generally based on risk performance of business placed with the insurer.

4. It is understood that this Service Retainer Agreement is open to review at any time by either party. It is also understood that in the event Horton's retention is terminated by Village of Orland Park within 90 days of the inception of applicable insurance policy or contract, all unearned amounts of the Service Retainer previously paid to Horton will be refunded to Village of Orland Park based on a pro rata calculation on the effective date of termination. It is also understood that in the event Horton's retention is terminated by Village of Orland Park after 90 days of the inception of the applicable insurance policy or contract, all fees outlined in the Service Retainer Agreement are fully earned and shall become immediately due and payable.
5. The Service Retainer Agreement covers only those specifically listed services above and only those operations currently insured by the insurance program to be serviced under this agreement. Fees for additional services requested or required by Village of Orland Park shall be separately negotiated.

Full Legal Name of Company

By: Ellen J. Baer

Name: Ellen J. Baer

Title: Assistant Village Manager

Date: 9/27/07

The Horton Group, Inc.

By: Michael K. Gleason

Name: MICHAEL K. GLEASON

Title: SENIOR V.P.

Date: 9-25-07

The Horton Group is an Equal Employment Opportunity Employer