

Resolution # 4-1

WHEREAS, Sangamon County established a self-insurance trust in 1987 for general liability claims against the County, and

WHEREAS, R.W. Troxell & Company assisted in the development of this trust and has provided assistance in the administration of the County's general liability self-insurance coverage and the processing of liability claims since the establishment of the trust in 1987, and

WHEREAS, R. W. Troxell & Company also assists in the administration of the County's self-insurance health benefits program and provides brokerage services for the County's insurance coverage for vehicles, workers compensation, property casualty and demolition projects; investigates injury claims occurring at County facilities; investigates auto accidents involving County vehicles or property; and helps coordinate auto body repair work performed on County vehicles, and

WHEREAS, R. W. Troxell has performed its duties in a highly-satisfactory manner, and

WHEREAS, R. W. Troxell has quoted a premium of \$72,200 for the renewal of its agreement to assist in the administration of the County's insurance programs for the Fiscal Year 2018, and the quoted premium is the same as the premium charged since Fiscal Year 2014.

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 10th day of October 2017, approves the renewal of the agreement with R. W. Troxell & Company at the rate of \$72,200 for the firm's professional services in the administration of the County's insurance programs for Fiscal Year 2018. The County Administrator is authorized to execute the agreement with Troxell for its services.

Employee Services Committee

Jim E. Kneer, Chairman

\_\_\_\_\_, Member

Jason Kott, Member

\_\_\_\_\_, Member

Jay Bell, Member

\_\_\_\_\_, Member

Theresa Hall, Member

\_\_\_\_\_, Member

**FILED**

OCT 03 2017

Don Hays  
Sangamon County Clerk

**RECEIVED**  
2660

SEP 28 2017

Andy Goleman  
SANGAMON COUNTY AUDITOR

**INSURANCE SERVICES**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between Sangamon County, (hereinafter The County) and Troxell Insurance (hereinafter Troxell) for insurance services to be provided by Troxell to Sangamon County.

1. **TERMS AND CONDITIONS**

In consideration of the fees set for the herein Troxell agrees that it will provide to the County the services and conditions set forth in "Exhibit 1" attached hereto and incorporated herein in its entirety.

2. **RELATIONSHIP OF THE PARTIES**

A. The relationship of the parties is that of independent contractors. Neither Party shall be deemed to be the legal representative of the other. No agent, employee or servant of Troxell shall be considered an agent, employee or servant of the County. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local taxes.

B. None of the benefits (including but not limited to, compensation, insurance, Disability insurance, employees' pension plan, employee welfare benefit plan, unemployment insurance, vacations or leave) provided (whether presently or in the future) by the County to its employees are available to Troxell, its agents, employees or servants. The parties do not intend, under this Agreement or otherwise, to create or maintain any benefits or rights for any Troxell's agents, employees or servants.

C. Troxell shall supervise, direct and control its employees, including selecting, hiring, firing, training, setting and paying wages, benefits, worker's compensation, FICA and unemployment taxes. Employees shall be subject to discharge and discipline by Troxell only. The County shall have no obligation or right to supervise, direct, discharge or discipline Troxell's agents, employees or servants.

3. TERM

The agreement shall have a term beginning December 15, 2017 for a one year period subject to a one year renewal option to be exercised 60 days prior to the end of the preceding contract date at the sole discretion of the County. Contract renewal options exercised shall be subject to a reasonable rate negotiated between the parties hereto.

4. FEES

The annual amount for Services from Troxell for the period December 15, 2016 through December 14, 2018 will be \$72,200.00 to be paid in full upon execution of this agreement.

5. TERMINATION

The County may terminate this agreement without cause at any time during the life of the agreement. The termination will be 60 days after receiving written notice from the County. If this agreement is terminated with or without cause, the parties shall meet through their authorized representatives and shall agree upon transfer of records, supplies and equipment, and a refund for services not provided..

6. SUBSTANTIAL BREACH

In the event that one party believes the other to be in substantial breach or default under this Agreement, that party acting through its chief administrator, shall notify the other party in writing and allow the other party thirty (30) days from the date of receipt of the notice to cure the breach or default. If the breach or default is not then cured, the party having sent the notice may, at its option, have all remedies available at law or in equity. No waiver of any breach or default shall be implied by the failure of either party to give notice, and no express waiver shall affect any other default except the one specified in the waiver.

7. REPRESENTATIONS AND WARRANTIES

A. During the term of this Agreement, Troxell represents and warrants to the County that the services rendered pursuant to this Agreement shall be performed in a professional and workmanlike manner in accordance with accepted standard practice by members of the same profession and will be free of material defects.

B. Troxell warrants and represents the Troxell is duly organized and validly existing and in good standing under the laws of the state of its incorporation and formation. Each party warrants and represents that: (i) this Agreement has been duly authorized for execution, and (ii) each party has and will have all rights, titles, licenses, permission and approvals necessary to enter into and engage in the transactions and the performance of the services contemplated herein.

8. **FORCE MAJEURE**

Neither party shall be deemed in default of any provision of this Agreement or liable to the other for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the party's reasonable control, such as the other party's failure to furnish necessary information, acts or omissions of the other party or breaches of this Agreement by the other party (provided that the party which is unable to perform has provided the other party with reasonable notice of such non-performance and has used commercially reasonable efforts to perform notwithstanding such acts, omissions or breaches by the other party), war (whether an actual declaration thereof is made or not), terrorism, sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, failure or delays in transportation, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), embargoes, judicial action, labor dispute, accident, fire, explosion, flood storm or other act of God, shortage of labor, fuel or raw materials, machinery or technical failures. Any delay resulting from force majeure shall correspondingly extend the time for performance.

9. **GENERAL**

A. Captions -- Captions contained in this Agreement are for convenient reference and do not constitute part of this Agreement.

B. Construction – The provisions of this Agreement have been negotiated, written and reviewed by both parties in consultation with legal counsel. None of the provisions of this Agreement shall be construed against a party merely because that party was or is the principal drafter thereof.

C. Successors and Assigns – This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

D. Severability – If any of the provisions of this Agreement are declared to be invalid, such provisions shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect.

E. Governing Law: Jurisdiction and Venue – This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles. The parties hereby consent to the exclusive jurisdiction of the venue in any state court of competent jurisdiction located in Sangamon County in the State of Illinois for the adjudication of any disputes arising under this Agreement.

F. Modification – No modification, amendment, waiver, or discharge of this Agreement shall be valid unless in writing and signed by an authorized representative of both parties.

G. Entire Agreement – This Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous agreements and representations, whether written or oral, with respect to the subject matter of this Agreement. The terms and conditions of any purchase orders or other ordering documents issued by the County in connection with services performed hereunder shall be void and of no effect and shall not be binding on Troxell unless expressly agreed to in writing by an authorized representative of Troxell. The term “this Agreement” as used herein includes any future written amendments, modifications or supplements made in accordance herewith.

H. Notice – All notices, requests, demands and other communications permitted or required hereunder shall be in writing, and either (i) delivered in person, (ii) sent by express mail or other overnight delivery service providing receipt of a delivery, (iii) mailed by certified or registered mail, postage prepaid, return receipt as follows:

If to the County to:

Chairman, Sangamon County Board  
200 S. 9<sup>th</sup> Street, Room 201  
Springfield, Illinois 62701

If to Troxell to:

John Hester  
Troxell Insurance  
214 South Grand Ave. West  
P.O. Box 3757  
Springfield, IL 62708

THE PARTIES ACKNOWLEDGE THAT THEIR AUTHORIZED REPRESENTATIVES HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

Accepted by:

TROXELL INSURANCE

Accepted by:

SANGAMON COUNTY

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Authorized Signature

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Authorized Signature

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Name – Type or Print

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