

**A RESOLUTION APPROVING AN AGREEMENT WITH
TACTICAL ATHLETE, LLC**

WHEREAS, the City and Intergovernmental Risk Management Agency desire to enter into an Agreement with Tactical Athlete, LLC to manage workers' compensation claims; and

WHEREAS, the City Council has determined that it is in the best interests of the City to enter into the Agreement with Tactical Athlete, LLC to reduce costs to the City associated with workers' compensation claims.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Rolling Meadows, Illinois, that the Mayor and Deputy City Clerk are hereby authorized to execute and deliver, on behalf of the City, an Agreement with Tactical Athlete, LLC, a copy of which is attached hereto as Exhibit "A".

YEAS: D'Astice, Sanoica, Cannon, Budmats, O'Brien, Vinezeano, Bisesi

NAYS: 0

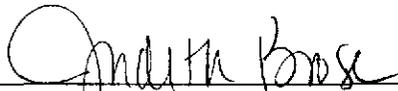
ABSENT: 0

Passed and Approved this 3rd day of December, 2019.



Joe Gallo, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

AGREEMENT

THIS AGREEMENT ("Agreement") effective as of January 1, 2020 (the "Effective Date"), is entered into by and between Tactical Affiliates, LLC a Delaware limited liability company ("Contractor"), the Intergovernmental Risk Management Agency IRMA ("IRMA") and The City of Rolling Meadows (City).

WHEREAS, Contractor is in the business of providing integrated single-source service solutions that minimize costs while streamlining the case management of work injuries; and

WHEREAS, IRMA is an intergovernmental risk pool owned and governed by its members, which are municipalities located in Northeastern Illinois; and

WHEREAS, IRMA provides risk management services to its members, including claims administration and insurance coverage for workers compensation claims; and

WHEREAS, the Contractor's services will reduce the costs for workers compensation claims and get injured workers back to work sooner; and

WHEREAS, the City wishes to retain the services of Contractor as further provided herein;

NOW, THEREFORE in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Services

Contractor shall provide the software, staffing, tools and support necessary to assist the City in efficiently managing its workers' compensation claims in accordance with the terms and conditions of this Agreement, including but not limited to:

- a. Contractor will provide access to a network of medical providers that are keenly aware of the job requirements of employees in police, fire and public works and will prioritize their expedient treatment. Every medical provider will agree to comply with fees under the Illinois Worker's Compensation Act and any applicable network discounts available to IRMA members.
- b. Contractor will make its best efforts to schedule medical appointments for all firefighters within 24 hours of receiving notification from either the employee or City, but in any event, no later than 72 hours. Physical therapy shall be scheduled within 48 hours of receipt of a prescription for PT.

- c. Contractor will communicate with treaters, injured employees, the City and IRMA in a timely manner.
- d. Contractor will cooperate with the City in all efforts to return employees to work as quickly as possible even with restrictions, and
- e. Contractor shall provide information to the City and IRMA after every medical appointment and also produce such reports as may be requested by the City or IRMA regarding status updates for all injured employees who are receiving medical treatment; and
- f. Contractor shall monitor the progress of the treatment plan assure the treatment plan is designed to address the occupational requirements of each employee and will identify potential regressions in care and coordinate communications with necessary providers to assure treatment is appropriate.
- g. It is understood and agreed by all parties that the City, as the employer and IRMA as the risk management agency, shall retain the right to determine, through fairness, issues related to benefits or denial of benefits under and subject to the Illinois Worker's Compensation Act to any firefighter, including but not limited to medical treatment recommended by the Contractor.

2. Contractor's Fee

The cost for provision of the Services is \$13,400 per year, based on 49 employees in the Police Department, 41 in the Public Works Department and 44 in the Fire Department at \$100 per employee.

3. Payment Terms

- a. IRMA will be invoiced on a quarterly basis in equal installments of ¼ of the total payment (\$5,350). Payment is due within thirty (30) days after the invoice Date.
- b. Payments shall be payable to Tactical Athlete, LLC
- c. Contractor reserves the right to suspend Services if payment is not received within fifteen (15) days of the due date.
- d. IRMA will bill the City for the payments on a quarterly basis. The City will remit payment to IRMA within 30 days. The City may utilize their excess surplus for these payments upon direction from the Finance Director, City Treasurer, City Manager or Assistant/Deputy City Manager. The cost for these services will not be part of any claim file and will not be paid through the loss fund.

4 Term and Termination

- a. Either party may terminate this agreement with 30 days' notice
- b. The Term of this agreement is one-year effective January 1, 2020

5. Indemnification and Insurance

- a. Contractor covenants and agrees to indemnify, defend and hold harmless both IRMA and the City for any claim arising out of Contractor's negligence.
- b. The City and IRMA covenant and agree to indemnify, defend and hold harmless Contractor for any claim arising out of their negligence. However, nothing contained herein shall be construed as a limitation or restriction on defenses available under the Illinois Tort Immunity Act
- c. Contractor agrees to provide proof of commercial general liability insurance coverage in a minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the occurrence limit.

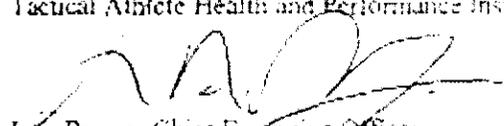
6. Representations and Warranties

Each party represents, warrants and covenants to the other party that it has the right, power and authority to enter into this Agreement and to consummate the terms and conditions contained herein

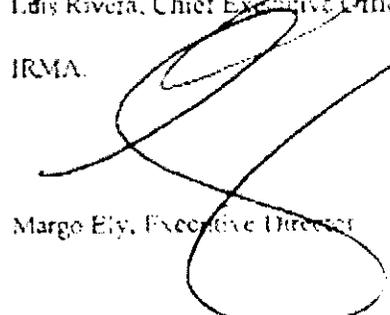
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates provided below.

CONTRACTOR:

Tactical Athlete Health and Performance Institute


Luis Rivera, Chief Executive Officer

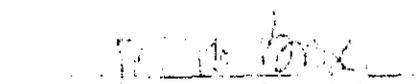
IRMA


Margo Ely, Executive Director

City of Rolling Meadows


Joe Gallo, Mayor

Attest:


Judith House, Deputy City Clerk