211 East Government Street
Brandon, MS 39042
www.rankincounty.org

Larry Swales
Chancery Clerk

Rankin County Board of Supervisors

Work Session

~ Minutes ~

Wednesday, November, 30, 2022 | **9:00 AM** | **Rankin Board Room**

I. CALL TO ORDER

9:00 AM Meeting called to order on November 30, 2022 at Rankin Board Room, 211 East Government Street, Suite A, Brandon, MS.

Attendee Name	Title	Status	Arrived
Daniel Cross	Supervisor District 2	Present	
Steve Gaines	Vice President	Present	
Brad Calhoun	President	Present	
Jared Morrison	Supervisor District 1	Present	
Jay Bishop	Supervisor District 5	Absent	
Craig Slay	Board Attorney	Present	
Keith Hicks	County Administrator	Present	
Larry Swales	Chancery Clerk	Present	

II. INVOCATION

Board Attorney, Craig Slay

III. PUBLIC COMMENTS AND RECOGNITION

A. Risk Management Partners, Inc. - Guy Warren and Paul Megginson

IV. KEITH HICKS, COUNTY ADMINISTRATOR

A. Discussion of and potential action on Law Legal Liability and Public Officials Liability Insurance Policies. Approval of "Option 1", as recommended by Risk Management Partners, Inc.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Brad Calhoun, President
AYES: Daniel Cross, Steve Gaines, Brad Calhoun, Jared Morrison
ABSENT: Jay Bishop

V. EXECUTIVE SESSION

VI. Adjourn

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Jared Morrison, Supervisor District 1
AYES: Daniel Cross, Steve Gaines, Brad Calhoun, Jared Morrison
ABSENT: Jay Bishop

This the 30th Day of November, 2022

CHANCERY CLERK RANKIN COUNTY, MS

Brad Calhoun

BRAD CALHOUN, PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS

Larry Swales

LARRY SWALES, CLERK OF THE BOARD

JWF SPECIALTY COMPANY ADMINISTRATIVE SERVICES AGREEMENT

(Property and Casualty)

THIS AGREEMENT, made this December 1, 2022, by and between Rankin County Sheriff's Office and ONB Benefits Administration, LLC d/b/a JWF Specialty Company, an Indiana Limited Liability Corporation (the "Administrator"), WITNESS THAT:

In consideration of the premises, the mutual covenants herein contained, and each and every act performed hereunder by either of the parties, such parties enter into the following Agreement:

Section 1. Appointment of the Administrator. The Client hereby contracts with the Administrator to provide certain administrative and managerial services specified in Section 3 below, and the Administrator hereby agrees to perform for the Client such contract services pursuant to the terms hereof.

Section 2. Term of Agreement. This Agreement shall commence at 12:01 a.m. on December 1, 2022 and shall remain in full force and effect until 12:00 a.m. on December 1, 2023.

Section 3. Duties of the Administrator. The Administrator shall, during the term of this Agreement, perform the administrative and managerial services provided below subject to the terms of this Agreement. The Administrator shall perform its duties in accordance with all applicable laws, orders, regulations, decrees or judgments of any governmental or judicial authority.

The services to be provided by the Administrator pursuant hereto are as follows:

(a) to receive notice of and create a file on each claim reported to the Client and maintain each file for the Client and to assist the Client in its reporting obligations to the primary or excess insurance carrier, if any.

(b) to supervise claims as required to determine their validity and compensability;

(c) to determine proper indemnity and allocated claim expense reserves;

(d) to make timely payment due in accordance with established payment procedures, out of the Claims Fund Account provided by the Client;

(e) to prepare documentation and arrange for the defense of cases;

(f) to represent the Client at the appropriate carrier meeting claim reviews;

(g) to represent the Client at conferences regarding pending claims;

(h) to recommend legal counsel and supervise selected legal counsel in preparation of cases for hearings, appeals, and/or trials;

(i) to maintain and provide to the Client pertinent data on all claim payments;

(j) to provide monthly loss reports to the Client and should this agreement be terminated, provide loss reports quarterly until such time all claims are closed and resolved;

(k) to assist the Client in order to make timely reports to the primary or excess carrier and to comply with other reporting provisions of the policy;

(l) to advise the Client in writing of major developments such as but not limited to surveillance, rehabilitation investigation, adjustment and settlement of claims in excess of $10,000;

(m) to seek the Client approval of any proposed lump sum settlement;

(n) with the prior approval of the Client (which approval shall not be unreasonably withheld), to contract on its behalf and in the name of the Client with consultants, attorneys and such other independent contractors as shall be reasonably required by the Administrator in the performance of its duties herewith; and

(o) to arrange and pay, from the Client funds, for audits of the records of the Client required by the terms hereof.

(p) to coordinate loss control services with the vendor selected by the Client.

Without limiting the foregoing, the Administrator shall, in conducting its duties hereunder, act in a prudent manner as a fiduciary with respect to the funds of the Client in accordance with the customary standards and practices in the insurance industry and shall generally make a good faith effort to comply with all applicable governmental regulations with respect to the operation of the Client self-insurance fund.

Section 4. Duties of the Client

In addition to its other obligations hereunder, the Client agrees as follows:

(a) to promptly provide all claims information to the Administrator;

(b) to cooperate with the Administrator and its representatives in the investigation and defense of claims;

(c) to provide witnesses as reasonably required to investigate and defend claims;

(d) to render decisions concerning payment of claims, and on all matters relating thereto, on a timely basis;

(e) to provide sufficient funds required for the payment of benefits, fees and expenses;

(f) to promptly deliver funds as are required to carry out this Agreement.

Section 5. Reports; Records. The Administrator shall, during the term of this Agreement, within thirty (30) days of the end of each fiscal quarter, furnish such written reports to the Client as may be reasonably required by the Client. All of the Client's claim files maintained by the

Administrator hereunder shall be available for inspection and copying during normal business hours by the directors and officers of the Client or their respective agents, attorneys, accountants or other professional consultants at the Client's expense. Such claim files shall be the sole property of the Client at all times during the term hereunder and shall be surrendered to the Client upon the termination of this Agreement, and thereafter the Administrator shall not use or disclose such claim files or the contents thereof but shall have the right to make copies thereof at its expense.

The Client shall forward to the Administrator promptly, after its receipt thereof, all communications concerning its business of which the Administrator should have knowledge in order to perform its duties hereunder or involving matters which the Administrator has undertaken to perform for, or on behalf of the Client, and the Administrator shall generally keep the Client apprised of its activities hereunder and promptly, after its receipt thereof, forward to the Client all communications concerning the Client of which the Administrator shall receive in connection with the performance of its services hereunder and shall make such other reports and provide such other information and documents as the Client shall reasonably require.

Section 6. Claims Fund Account. The Client shall be solely responsible for providing sufficient funds required for the payment of benefits, fees and expenses. The Client shall provide payment for claims immediately upon invoicing by express mailing a check to the Administrator or transferring funds through an Automated Clearing House transfer to the Administrator's claims fund account to pay the normal operating expenses of the Client, including, but not limited to the following:

(a) costs of settling claims;

(b) costs of investigation, adjustments, litigation and legal counsel;

(c) costs of preparing reports required hereunder;

(d) costs of witness and expert fees;

(e) costs of medical and engineering appraisals;

(f) costs of surveillance, photography, and other incidental and special costs incurred to evaluate, process and defend claims;

(g) costs of financial advisors, consultants, actuaries, accountants, attorneys, and other advisors or subcontractors retained by the Administrator with the consent of the Client pursuant hereto; and

(h) costs of taxes, license expenses and other fees incurred by or on behalf of the Client.

The Administrator shall use the funds in the Claims Fund Account in strict accordance with this Agreement. The Client shall have the right to audit the Claims Fund Account, at its sole expense, at any time during the term of this agreement. The Administrator shall have no obligations to perform any services under this Agreement if the Client is delinquent in the delivery of sufficient funds for deposit to the Claims Fund Account.

Section 7. Fees.

The Client shall pay the Administrator flat fee of $7,500 (the "claim service fee") for the Administrator's services provided during this Agreement. The total compensation due the Administrator shall be based on the claims service fee provided; however, should this agreement be terminated or not renewed, the amount paid by the Client shall only be valid for a period of two (2) years for open claims upon termination. If such claim is pending longer than such two (2) year period, the Client shall pay another $800.00 (eight-hundred dollars) for each claim to the Administrator which additional amount shall be valid for another two (2) year period.

The amount of the Annual Claims Service Fee shall continue on an annual basis under the same terms and conditions; provided, however, the Administrator may request to adjust such amounts after two (2) years of service; such request must be in writing and submitted by the Administrator to the Client at least sixty (60) days prior to the beginning of the next annual service period. Such increases shall be subject to negotiation between the Client and the Administrator and shall become effective and incorporated into this Agreement only by the execution of a separate endorsement by the parties.

Section 8. Employees; Affiliates and Certain Transactions. The Administrator shall employ such competent and skilled personnel as shall be necessary to carry out its duties under this Agreement at its sole cost and expense. The Administrator shall not be required, however, to provide the services of any specific individual with respect thereto.

The Administrator's dealings with subcontractors or agents are subject to the terms of Section 3. Without limiting the provisions of Section 3, the Administrator shall not enter into any contract, arrangement or other transaction on behalf of the Client or in connection with its duties hereunder with an "affiliate" of the Administrator or a "related party" without prior disclosure of all relevant facts of such contract or other transaction to the Client and the prior approval by of the same. For purposes of the foregoing sentence, the term "affiliate" shall mean an entity controlled by, under common control with or controlling the Administrator and a "related party" shall be any person or entity who shall be an officer, director, principal stockholder or the equity holder or participant of the Administrator or any affiliate, or any member of such person's "immediate family". "Immediate family" shall mean such person's spouse, children or their spouses or children, parents, siblings or their spouses or their children. Additionally, the Administrator shall not engage in any transaction on behalf of the Client or in connection with its duties hereunder in which the Administrator or any affiliate, or any related party thereof, shall have any direct or indirect financial interest or shall otherwise receive any direct or indirect benefit, without the prior full disclosure of all relevant facts regarding such transaction to the Client and the approval of the Client of the same.

Section 9. Contracts with Other Self-Insuring Organizations. The services of the Administrator to the Client are not exclusive and the Client agrees that the Administrator, and any affiliate of the Administrator, shall be free to render services to others, including other contractors, and to engage in other activities, provided that the rendering of such other services and performance of such other activities shall not in any way interfere with, impair or adversely affect the Client or the performance of the Administrator's duties hereunder.

Section 10. Termination. Either party may terminate this Agreement at any time by giving at least 90 (ninety) days written notice to the other party.

Section 11. Indemnification. The Administrator agrees to indemnify and hold harmless the employees, officers, directors, agents or stockholders of the Client ("Indemnitees") against any and all liabilities, costs, expenses (including reasonable attorneys' fees), or damages actually and necessarily incurred by or imposed on any of the Indemnitees in connection with or resulting from any Claim made or threatened against the Indemnitee as a result of or in connection with the failure by the Administrator to perform its duties in accordance with the terms of this Agreement, unless the Claim was caused by the willful misconduct or gross negligence of the Indemnitee.

The Client agrees to indemnify , defend and hold harmless the Administrator against any and all liabilities, costs, expenses (including reasonable attorneys' fees), or damages actually and necessarily incurred by or imposed on any of the Administrator its employees, officers, directors, agents or stockholders in connection with or resulting from any claim made or threatened against the Indemnitee as a result of or in connection with any such claim that relates to or arises out of the Client's actions or inactions, unless the claim was caused by the willful misconduct or gross negligence of the Administrator.

Section 12. Notices. All notices required to be given under this Agreement shall be given by personal delivery or by certified mail or registered mail, return receipt requested, postage prepared, addressed as follows:

If to the Client:

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If to the Administrator:

Thomas C. Dickman
JWF Specialty Company
600 East 96th St. Ste. 425
P.O. Box #40996
Indianapolis, IN 46240-0968

Notices shall be effective upon actual receipt if given by personal delivery or three days after mailing, if mailed.

Section 13. Counterparts; Entire Agreement. This Agreement may be executed in any number of counterparts and each shall be considered an original and together they shall constitute one agreement. This Agreement constitutes the entire Agreement among the parties in respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements and undertakings relating to the subject matter hereof. No covenant or condition not expressed in this Agreement shall affect or be effective to interpret, change or restrict the Agreement.

Section 14. Amendment; Waiver. This Agreement may be amended or modified only by a writing specifically amending the Agreement and signed by the parties hereto. No waiver of any provisions of or default under this Agreement shall affect the rights of the parties thereafter to enforce any other provision or to exercise any right or remedy in the event of any other default, whether or not similar. Any waiver of any term of this Agreement must be in writing. All consents and approvals required hereunder shall be in writing and signed by the consenting or approving party.

Section 15. Successors; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned by either of the parties hereto without the prior consent of the other. Any delegation or subcontracting of the duties or responsibilities by the Administrator to third persons or entities in accordance with the provisions of this Agreement shall not be deemed as an assignment.

Section 16. Governing Law. This Agreement shall be governed by, and shall be construed and regulated in accordance with, the laws of the State of Indiana.

Section 17. No Imputation of Partnership; Agency. The Client and the Administrator are not partners or joint ventures and neither this Agreement nor any provision thereof shall be deemed to constitute a partnership or joint venture as between the parties hereto or to constitute either party as the agent of the other for any purpose except as expressly provided for herein. Neither party shall be or become responsible for any debts, obligations, or liabilities of the other. Any transaction unrelated to the contractual services set forth herein engaged in by either party, unless specifically authorized by other party, shall be solely the liability and responsibility of such party, which shall not be authorized to bind the other party with respect thereto. The employees of each party hereto shall not be deemed employees or sub-agents of the other and each party shall pay all compensation and provide any fringe benefits to its own employees.

Section 18. Severability. If any provision or part of this Agreement is found to be prohibited, unenforceable or invalid under the laws of any jurisdiction, the provision or part thereof shall be ineffective to the extent of such prohibition, unenforceability or invalidity under the applicable law without affecting the enforceability or validity of such provision in any other jurisdiction, and without invalidating the remainder of such provision or other provisions of this Agreement.

Section 19. Headings. Headings are not part of this Agreement and shall not be used in the interpretation of this Agreement. They are provided for convenience only.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers on the day and year first above written.

ATTEST:

By: Brad Calhoun

Its: Board President

Date November 30, 2022

CHANCERY CLERK RANKIN COUNTY, MS

ATTEST:

JWF SPECIALTY COMPANY

By: ______________________

Its: ______________________

Date ______________________