

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF EAST
DUNDEE AND THE EAST DUNDEE AND COUNTRYSIDE FIRE PROTECTION
DISTRICT TO ACCESS HEALTH INSURANCE COVERAGE FOR ITS EMPLOYEES**

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the **Village of East Dundee**, an Illinois municipal corporation and (“Member”) and the **East Dundee Fire District**, (“Listed Entity”), a unit of local government, quasi-governmental body, or non-profit public service entity.

WITNESSETH:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the “Intergovernmental Cooperation Act.” 5 ILCS 220/1 et. seq. authorizes units of local government to exercise any power or powers, privileges or authority which may be exercised by a unit of local government individually, to be exercised and enjoyed jointly with any other unit of local government in the State; and

WHEREAS, units of local government within Illinois have found it increasingly expensive to provide health and life insurance benefits to their officers and employees; and

WHEREAS, a large number of local government entities, having undertaken a series of studies to determine the feasibility of creating an intergovernmental entity known as Intergovernmental Personnel Benefit Cooperative (“IPBC” or “Cooperative”) for the purpose of administering some or all of the personnel benefits programs offered by its member units of local government to their respective officers and employees, created and have successfully operated such a Cooperative; and

WHEREAS, the Member and other local government entities have organized the Cooperative and have adopted a combined Contract and By-Laws for such agency (the “Cooperative BY-LAWS”); and

WHEREAS, the Cooperative BY-LAWS provide that a Member of the Cooperative may add listed entities to receive benefits as defined in the Cooperative BY-LAWS, provided, however, that the Member who lists other entities to its membership shall be the sole member of the Cooperative, and shall be responsible for all costs and duties of membership provided by the Cooperative BY-LAWS; and

WHEREAS, Listed Entity has requested that Member add it as a listed entity to Member’s participation in the Cooperative, provided the Listed Entity is responsible for and subject to all the costs, expenses, liabilities, obligations, and conditions arising out of such listing, as is more fully set forth in this Agreement; and

WHEREAS, the Cooperative has heretofore consented or is expected to consent to Member adding Listed Entity as a listed entity to Member's membership in the Cooperative.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties agree as follows:

1. INCORPORATION OF RECITALS: The recitals contained hereinabove are incorporated herein by reference as substantive provisions of this Agreement.
2. AGREEMENT TO ACCEPT: Subject to all the terms, provisions, conditions and restrictions of the Cooperative BY-LAWS, Member agrees to add Listed Entity as a listed entity to its membership in the Cooperative. Listed Entity shall not be deemed to be a member of the Cooperative.
3. PLAN OF BENEFITS: The Plan of Benefits to be available to eligible employees of Listed Entity shall be the Plan of Benefits available to Member's employees and those of the Listed Entity approved by the Member and the Cooperative and subject to all the conditions and restrictions set forth in the Cooperative BY-LAWS. Changes to the Plan of Benefits, other than changes required by the Cooperative, shall be made by Listed Entity only after Member has been fully informed of the proposed changes, and Member and Cooperative have approved such changes.
4. ELIGIBLE EMPLOYEES: Only regular full-time employees of Listed Entity shall be eligible to participate in and receive benefits under the Plan of Benefits. For purposes of this Agreement, "full-time regular employees" shall be defined as set forth in the Personnel Manual adopted by Listed Entity, as amended from time to time or as otherwise defined by the Cooperative. Notwithstanding anything contained herein to the contrary, employees of Listed Entity shall not be deemed to be employees of Member for any purposes.
5. COSTS OF PARTICIPATION: Listed Entity shall promptly pay all costs attributable to Listed Entity being in that relationship to Member in the Cooperative and participating in the Plan of Benefits, at such terms, with such allowable coverage and in such amounts as shall be established from time to time by the Cooperative.
6. OBLIGATIONS OF LISTED ENTITY TO MEMBER: Listed Entity shall be obligated to Member to the same extent that it would be obligated in any manner to the Cooperative pursuant to the Cooperative BY-LAWS, as though it were a member of the Cooperative.
7. EXPULSION OF LISTED ENTITY: By a majority vote of the corporate authorities of Member, Listed Entity may be expelled as a listed agency of the Member in the Cooperative. Such expulsion may be carried out for one or more of the following reasons:
 - A. Failure to make any payments due to Member or the Cooperative under this Agreement.

- B. Failure to furnish full cooperation with the Cooperative or Member's attorneys, claims adjusters, benefits administrator, or any agent, employee, officer or independent contractor of the Cooperative or Member relating to the purpose and powers of the Cooperative or Member's participation therein, and/or,
- C. Failure to carry out any obligation which impairs the ability of Member to participate in the Cooperative or which impairs the ability of the Cooperative to carry out its purposes and powers.

Listed Entity may not be expelled except after written notice from Member of the alleged failure together with a reasonable opportunity, of not less than ten (10) days nor more than thirty (30) days, to cure the alleged failure. Expulsion may be made in accordance with these standards and timetable at any time during a fiscal year of the Cooperative.

8. WITHDRAWAL AS A LISTED AGENCY: With or without cause, Listed Entity may withdraw as a listed agency to Member's membership in the Cooperative by giving written notice of withdrawal to Member and the IPBC at least ninety (90) days prior to the commencement of any fiscal year of the Cooperative. At the present time, the fiscal year of the Cooperative commences on July 1st. Failure to give such notice shall obligate Listed Entity to continue as a listed agency for the next fiscal year, except where Member withdraws from the Cooperative, the Cooperative terminates, the Cooperative declines to permit Member to remain within the Cooperative, or the Cooperative declines to permit Listed Entity to remain as a listed entity. Withdrawal may only be made to take effect at the end of the then current fiscal year.

9. TERMINATION OF LISTED ENTITY AS A LISTED ENTITY: With or without cause, Member may terminate Listed Entity as a listed entity to Member's membership in the Cooperative by giving written notice of termination of Listed Entity at least ninety (90) days prior to the commencement of any fiscal year of the Cooperative. Failure to give such notice shall not obligate Member to continue Listed Entity as a listed entity to Member's membership in the Cooperative.

10. INDEMNIFICATION: To the fullest extent permitted by law, Listed Entity hereby agrees to defend, indemnify, and hold harmless Member and Cooperative, their elected and appointed officers, agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against Member and Cooperative, their officers, agents and employees, arising out of in whole or in part, or in consequence of the performance of this Agreement and Member adding Listed Entity as a listed entity to Member's membership to the Cooperative. Listed Entity shall, at its own expense, appear, defend, and pay all charges or attorneys fees and all costs and other expenses arising therefore or incurred in connection therewith, and if any judgment shall be rendered against Listed Entity, its officers, agents and employees, in any such action, Listed Entity shall, at its own expense, satisfy and discharge the same.

11. LIMITATION OF REMEDIES TO MEMBER AND LISTED ENTITY: The sole remedies available to Member or Listed Entity, upon any breach of this Agreement by the other

party, shall be specific performance of or the cancellation of this Agreement. It is of the essence of this Agreement that Member and Listed Entity shall not be liable in money damages for any breach of this Agreement except for any obligation of Listed Entity to pay unpaid amounts to Member or any obligation of Member to return overpayments.

12. ENTIRE UNDERSTANDING: This Agreement sets forth the entire understanding of the parties and may only be amended by a written instrument signed by the parties hereto. Any amendment shall not conflict with the Contract and By-Laws of the Cooperative.

13. ASSIGNMENT: This Agreement shall not be assigned by any party hereto. The terms of this Agreement, however, may be enforced by the Cooperative.

14. COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

15. NOTICES: All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

- A. The Member.
- B. The Listed Entity.
- C. The IPBC.
- D. To any such person or place which any party hereto, by its prior written notice, shall designate for notice to it from the other parties hereto.

16. GOVERNING LAW: This Agreement shall be governed in accordance with the laws of the State of Illinois.

17. EFFECTIVE DATE: The provisions of this Agreement shall become effective and Listed Entity shall be deemed to be a listed entity of Member's membership in the Cooperative at 12:01a.m. on _____, _____ so long as the Listed Entity has also been so accepted and named by the Cooperative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and duly attested in accordance with ordinances duly passed by their respective corporate authorities.

an Illinois Municipal Corporation

By: _____
Its _____

ATTEST:

Clerk

East Dundee Fire District

ATTEST:
