

ORDINANCE NUMBER 10 - 02

ORDINANCE APPROVING MEMBERSHIP IN THE ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION CONTRACT

WHEREAS, the Village of East Dundee, an Illinois Municipal corporation (the "Village"), situated in Kane and Cook Counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, the Village Board of the Village of East Dundee has received the Plan of the Illinois Municipal League Risk Management Association including By-Laws, the Intergovernmental Cooperation Contract, and the anticipates cost of participation in the Plan; and,

WHEREAS, the Village Board finds it to be in the public interest of the Village to participate in the Plan.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, KANE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

Section One: That the Village Board does hereby authorize and approve membership in the Illinois Municipal League Risk Management Association and directs the president and clerk to execute an Intergovernmental Cooperation Contract with the Illinois Municipal League Risk Management Association for membership for a period of one (1) year beginning the date the Association commences providing risk coverage to its Members and each year therefore unless this ordinance is repealed.

Section Two: Each Member hereby agrees to contribute to the Association a sum of money to be determined by the Association at the time of application based on the needs of the Association and the loss experience of the Member, which sum shall constitute the cost of the Member's first year contribution for membership in the Association. Membership contributions for second and subsequent years shall be calculated in accordance with the loss experience of the

Village, and the needs of the Association including total losses and expenditures of the Self-Insured Retention Fund of the Association.

Section Three. Severability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section Four. Repeal. All ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

Section Five. Publication. This ordinance shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 19th day of January, 2010, pursuant to a roll call vote as follows:

AYES: 7 - Trustees Ruffalo, Gorman, Lynam, Miller, Cichowski, Van Ostenbridge & President Bartels

NAYES: 0

ABSENT: 0

Approved by me this 19th day of January, 2010.

Jerald Bartels

JERALD BARTELS, President

Published in pamphlet form this 22nd day of January, 2010, under the authority of the President and Board of Trustees.

ATTEST:

Jennifer Behberg
JENNIFER REHBERG, Village Clerk

Recorded in the Village Records on Jan. 22nd, 2010.



**ILLINOIS MUNICIPAL LEAGUE
RISK MANAGEMENT
Association**



**INTERGOVERNMENTAL
COOPERATION
CONTRACT**

**ILLINOIS MUNICIPAL LEAGUE
RISK MANAGEMENT ASSOCIATION
PO Box 5180 • • 500 East Capitol Avenue
Springfield, Illinois 62705-5180**

AUTHORITY TO EXECUTE CONTRACT

This Contract is entered into pursuant to the provisions of the 1970 Illinois Constitution Article VII, Section 10, entitled "Intergovernmental Cooperation" and the powers contained in Chapter 5, Act 220 of the Illinois Compiled Statutes 2000, entitled " Intergovernmental Cooperation Act."

WITNESSETH:

WHEREAS, the public interest requires and it is to the mutual interest of the parties hereto to join together to establish and operate a cooperative program of risk management and loss coverage for municipal operations; and

WHEREAS, the operation of such a cooperative program is of such magnitude that it is necessary for the parties to this Contract to join together to accomplish the purposes hereinafter set forth; and

WHEREAS, each of the public entities which is a party to this Contract has the power to establish and operate a program of risk management; and

WHEREAS, each of the parties to the Contract desires to join together with the other parties for the purpose of creating self-insured reserves against losses and jointly purchasing excess insurance, reinsurance and administrative services in connection with a cooperative program of risk management.

NOW, THEREFORE, for and in consideration of the mutual advantages to be derived therefrom and in consideration of the execution of this Contract by the participating municipalities which are parties hereto, each of the parties hereto does agree as follows:

ARTICLE 1. DEFINITIONS

The following definitions shall apply to the provisions of this Contract and its By-Laws:

(a) "Association" shall mean the Illinois Municipal League Risk Management Association created by this Contract.

(b) "Board" shall mean the governing body of the Association and shall be comprised of the Members of the Board of Directors of the Illinois Municipal League.

(c) "Claims management" shall mean the process of identifying, controlling and resolving demands by individuals or public entities to recover losses from any Member of the Association. Disposing of such demands for payment requires skills in insurance law, adjusting/investigation, loss control engineering and general business. Claims management is the function of supervising legal, adjusting, investigation and engineering services to resolve such demands.

(d) "Municipality" means any participating city, village or incorporated town situated in the State of Illinois which is a member of the Illinois Municipal League and is a party to this Contract.

(e) "Operations Committee" or "Committee" shall mean the management committee of the Association and shall be comprised of those persons described in the Association By-Laws.

(f) "Risk" as used in the Contract and By-Laws means any loss covered by the provisions of the policy terms which accompany this Contract.

(g) "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring, and eliminating risks. Risk Management includes various methods of funding claims payments, and includes elements of insurance, law, administration, technology and general business utilized to effectively manage risks.

(h) "Risk Management Service" shall mean the management, administration and entire operation of the Cooperative programs of Risk Management of the Association.

(i) "Managing Director" means the individual who supervises the day-to-day operation of the Association and shall be the same person who is the Executive Director of the Illinois Municipal League.

ARTICLE 2. ASSOCIATION NAME

There is hereby created an entity, the full legal name of which shall be the "Illinois Municipal League Risk Management Association," and which may be referred to herein as the "Association." The principal office of the Association shall be the same as the principal office of the Illinois Municipal League which is located at 500 East Capitol Avenue, Springfield, Illinois.

ARTICLE 3. ASSOCIATION POWERS

(a) The Association shall have the power and the duty to establish and operate a program of Risk Management.

(b) The Association is authorized to make and enter into contracts necessary to accomplish the purposes of this Contract. The foregoing powers include, but are not limited to, the power to contract for excess insurance or reinsurance, provide claims administration services and provide consulting services, make inspections of participant facilities and administer a safety program.

(c) By this Contract the parties hereto through the Association agree to provide and pay the cost of all of the Risk Management Services described herein, to jointly obtain and pay the costs of premiums for excess insurance or reinsurance as may be found by the Committee to be necessary from time to time, and to make contributions to the Association as required by this Contract.

ARTICLE 4. ADMINISTRATION

The Association shall be governed by its Board of Directors and the directions of the Board shall be carried out by the Operations Committee, all as more fully described in the By-Laws of the Association. The Chairman of the Board and of the Operations Committee shall be the President of the Illinois Municipal League.

ARTICLE 5. MEMBERS, TERMS, WITHDRAWAL, EXPULSION

(a) Each municipality which is a member of the Illinois Municipal League is eligible to join the Association.

(b) Each municipality which is a party to this Contract is a "Member" of the Association and is entitled to the rights and privileges and is subject to the obligations of Members, all as provided for in this Contract and the By-Laws.

(c) New Members shall be accepted upon application to the Association and acceptance by the prospective Member of the financial requirements and fund contribution requirements then in force and effect.

(d) A municipality which is a party to this Contract hereby agrees to remain a Member of the Association for not less than one (1) year. A Member may withdraw its membership for any year thereafter upon the giving of not less than sixty (60) days written notice to the Managing Director. No membership may terminate prior to the last day of December of any given year.

(e) A party to this Contract may be excluded from membership when it:

- (1) Fails to comply with the terms of the Contract or;
- (2) Fails to comply with a written term or condition imposed by a majority vote of the Operations Committee including the operations safety standards established by the Committee.

(f) The Board may, by a majority vote, terminate and exclude the offending Member from any and all benefits of membership in the Association which shall include forfeiture of any and all monies theretofore paid by that Member or assessed against that Member.

(g) If a municipality withdraws or is expelled as a Member of the Association, any contributions of that Member remaining in the funds of the Association at that time shall be the property of the Association. If this Contract is finally terminated as to all parties which are then Members, any money or assets in possession of the Association after the payment of all liabilities, costs, expenses and charges incurred pursuant to this Contract shall be returned to those parties in proportion to their contributions thereto determined as of the date of termination.

ARTICLE 6. PLAN OF COVERAGE AND COST

Each Member hereby agrees to contribute to the Association a sum of money to be determined by the Association at the time of application based on the needs of the Association and the loss experience of the member, which sum shall constitute the cost of the Member's first-year contribution for membership in the Association. Membership contributions for second and subsequent years shall be calculated in accordance with the loss experience of the City, and the needs of the Association including total losses and expenditures of the Self-Insured Retention Fund of the Association.

The Committee shall determine if any Member has a risk or risks which the Committee determines to be unusual or extraordinary. If it is determined that such a risk or risks exists and that the coverage of such risk will be unusual or extraordinary, the Committee may at the option of the Member either increase the annual contribution of that Member or exclude the particular risk from coverage.

Each Member will be covered in its operations against risk of loss as described in this Contract and the coverage terms which accompany the Contract. Coverage will consist of: 1) a self-insured retention (S.I.R.), established by the Association from Member contributions, which will pay the amounts and be subject to the deductibles as set forth in the coverage terms; and 2) excess insurance or reinsurance coverage (to pay losses that exceed the S.I.R. limits set forth in the coverage terms) with limits as established by the Operations Committee.

Each year the Committee shall determine the payments to be made by the members for the following year.

ARTICLE 7. LIMITATIONS ON LIABILITY COVERAGE

It is the intention of all participants in the Association that neither this Contract nor any coverage purchased by the Association shall extend to or provide coverage for any liability from which any member is immune under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, as it is now constituted or may hereafter be amended.

ARTICLE 8. MANAGEMENT SERVICES

The Association will utilize the services, facilities and personnel of the Illinois Municipal League for Association purposes so long as it is practical and desirable in the opinion of the Board. It will reimburse the League for the actual cost of any such services, use of facilities or use of personnel.

In addition to paying the cost of services, facilities and personnel utilized from the League offices the Association will pay to the League an annual management fee as approved by the Committee.

ARTICLE 9. PROHIBITION AGAINST ASSIGNMENT

No Member may assign any right, claim or interest it may have under this Contract, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, funds, premium or asset of the Association.

ARTICLE 10. ENFORCEMENT

The Association and the parties hereto shall have the power to enforce this Contract by action brought in any court of law having proper jurisdiction. It is agreed that such a suit may be filed only in Sangamon County, Illinois.

ARTICLE 11. INVALIDITY

Should any portion, term, condition or provision of this Contract be determined by a court of competent jurisdiction to be invalid under any law of the State of Illinois or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

ARTICLE 12. BY-LAWS INCORPORATED BY REFERENCE

The Association and its Members shall be subject to and governed by the By-Laws which are by this reference, made a part of this Contract.

ARTICLE 13. CONTRACT COMPLETE

The foregoing constitutes the full and complete Contract of the member municipalities. There are no oral understandings or agreements not set forth in writing herein. The Contract is binding on each Member of the Association.

ARTICLE 14. DATE CONTRACT EFFECTIVE

This Contract shall become effective upon the occurrence of the following events: (1) each Member executing a copy of the Contract; (2) each Member depositing with the Association the contributions required by this Contract; and (3) determination being made by the Committee that a sufficient number of Members have subscribed and contributions been made to fund the cost of providing the services and benefits required under the Contract. Each Member which has agreed in writing to become a party of this Contract shall be bound to continue as a Member for the minimum period set forth in this Contract and thereafter may withdraw only as provided by this Contract and the By-Laws adopted by the Association.

Each municipality which is a Member of this Association agrees upon the execution of the Contract to appropriate each year, by ordinance, a sum of money sufficient to pay all charges and assessments set forth in Article 6 plus its pro rata share of any deficits which may occur in the Self-Insured Retention Fund.

ARTICLE 15. TERM OF AGREEMENT

This Contract shall continue in effect until it is rescinded by mutual consent of the parties hereto terminated in the manner provided herein or in the By-Laws.

ARTICLE 16. TERMINATION

This Contract may be terminated at any time on or after one (1) year from its effective date by a vote of two-thirds of the members of the Board of Directors. Remaining assets after the payments of all claims, and expenses and establishment of necessary reserves shall be distributed pro rata among the Members.

ARTICLE 17. AMENDMENT

This Contract may be amended upon the affirmative vote of two-thirds of the members of the Board. A copy of any amendment so approved shall be mailed to each member of the Association.

IN WITNESS WHEREOF, the parties hereto have entered into this Contract by the execution of a signature page which will be attached to the official master copy of this Contract and by the execution of a duplicate copy of the Contract which duplicate copy will be retained by the Member. The master copy shall be retained in the offices of the Association.

Executed by the Village Board of East Dundee pursuant to Ordinance No. 10-02. Adopted and approved the 19th day of January, 2010.

Jesse Bost
MAYOR or PRESIDENT

Attest:
Jennifer Behring
CLERK