

RESOLUTION NO. 17-07

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT TO ALLOW THE COAL CITY PUBLIC LIBRARY DISTRICT ACCESS TO HEALTH INSURANCE COVERAGE FOR ITS EMPLOYEES

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

WHEREAS, 5 ILCS 220/1, entitled the "Intergovernmental Cooperation Act," provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be enjoyed jointly with any other unit of local government; and

WHEREAS, 5 ILCS 220/2, defines a public agency as "any unit of local government as defined in the Illinois Constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement"; and

WHEREAS, the Village is currently part of the Intergovernmental Personnel Benefits Cooperative ("IPBC") through the Eastern Will Benefits Cooperative ("EWBC"); and

WHEREAS, the Village and the Entity seek to have the Entity listed as a covered unit of local government under the Village in order for the Entity's employees to participate in the IPBC through EWBC, in accordance with the terms and conditions set forth in the Agreement; and

WHEREAS, the Village health insurance coverage will be more effective and economical for the Entity and will reduce the overall cost to the taxpayers of the Entity; and

WHEREAS, the Coal City Village Board of Trustees has determined that it is reasonable, necessary and in the best interest of the residents of the County of Grundy to approve and execute the attached "*Intergovernmental Agreement Between the Village of Coal City and the Coal City Public Library District to Allow Access to Health Insurance Coverage for Coal City Public Library District Employees.*"

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

1. The "*Intergovernmental Agreement Between the Village of Coal City and the Coal City Public Library District to Allow Access to Health Insurance Coverage for Coal City Public Library District Employees,*" attached hereto is hereby approved and ratified in all respects.

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT TO ALLOW THE COAL CITY PUBLIC LIBRARY DISTRICT
ACCESS TO HEALTH INSURANCE COVERAGE FOR ITS EMPLOYEES**

2. This resolution shall be effective from and following its passage and approvals required by law.

SO RESOLVED this 24 day of May, 2017, at Coal City, Grundy and Will Counties, Illinois.

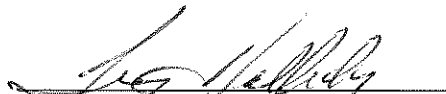
AYES: 6

NAYS: 0

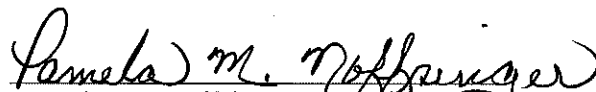
ABSENT: 0

ABSTAIN: 0

VILLAGE OF COAL CITY


Terry Halliday, President

Attest:


Pamela M. Noffsinger, Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF COAL CITY
AND THE COAL CITY PUBLIC LIBRARY DISTRICT TO ALLOW ACCESS TO
HEALTH INSURANCE COVERAGE FOR COAL CITY PUBLIC LIBRARY DISTRICT
EMPLOYEES**

This Intergovernmental Agreement (hereinafter "Agreement") is entered into by and between the Village of Coal City (hereinafter "Village") and the Coal City Public Library District (hereinafter "Entity") this 24th day of August 2017, to allow health insurance coverage for the Entity's employees.

RECITALS

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

WHEREAS, 5 ILCS 220/1, entitled the "Intergovernmental Cooperation Act," provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be enjoyed jointly with any other unit of local government; and

WHEREAS, 5 ILCS 220/2, defines a public agency as "any unit of local government as defined in the Illinois Constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement"; and

WHEREAS, the Village and the Entity are all units of local government within the Counties of Grundy and Will, Illinois; and

WHEREAS, the Village is currently part of the Intergovernmental Personnel Benefits Cooperative ("IPBC") through the Eastern Will Benefits Cooperative ("EWBC"); and

WHEREAS, the EWBC Combined Agreement and Bylaws ("EWBC Bylaws") provide that the Village, as a member of the EWBC, may add listed entities to receive benefits as defined in the EWBC Bylaws, subject to approval of the listed entities by a two-thirds (2/3) supermajority vote of the entire membership of the EWBC Board of Directors; and

WHEREAS, the Village and the Entity seek to have the Entity listed as a covered unit of local government under the Village in order for the Entity's employees to participate in the IPBC through EWBC, in accordance with the terms and conditions set forth in the Agreement; and

WHEREAS, the Village health insurance coverage will be more effective and economical for the Entity and will reduce the overall cost to the taxpayers of the Entity.

COVENANTS

NOW, THEREFORE, in consideration of the mutual agreements contained within this agreement, the Village and the Entity agree as follows:

1. **Incorporation of Preambles.** The foregoing Recitals are hereby incorporated herein as is fully set forth herein.
2. **Term.** The Term of this Agreement shall commence on December 1, 2017, and shall terminate as of the first to occur of: (i) the end of the then-current fiscal year of the EWBC following receipt of one hundred twenty (120) days written notice to the other Party of the termination of this Agreement, (ii) the termination of the EWBC, (iii) the termination of the IPBC, (iv) the EWBC declining to permit the Village to remain a part of the EWBC, (v) the IPBC declining to permit the EWBC to remain a part of the IPBC, or (vi) the EWBC declining to permit the Entity to remain as a listed entity of the Village.
3. **Health Insurance.** Subject to the approval of the EWBC as provided in the EWBC Bylaws, the Village shall list the Entity as a listed entity to the Village's membership in the EWBC in order for the Entity's employees to participate in the IPBC through the EWBC in accordance with the same benefit eligibility rules as are applicable to the Village's employees. The Entity shall provide all information requested by the Village and the Village shall submit all required information to the IPBC for the Entity employees to be covered for health insurance through the IPBC. The Village reserves the right to change plans, benefits, coverage levels, deductible, and related annually for the Entity employees which will be the same as Village's employees. The Village and the Entity understand and agree that the Village shall be the sole member of the EWBC and that Entity shall not be a member of the EWBC, but that the Entity shall be responsible for and subject to all of the costs, expenses, liabilities, obligations and conditions imposed upon the Village as a result of the Entity being listed as a listed entity under the Village's EWBC membership.
4. **Payment.** The Village agrees to pay premiums to the IPBC on behalf of the Entity. In order to reimburse the Village for the burden of administering additional accounts, the Entity shall remit an additional 2% (allowable administrative rate to provide COBRA [Consolidated Omnibus Budget Reconciliation Act health benefit provisions in 1986] benefits) of the premium expense on a monthly basis.

The Entity agrees to establish an ACH for the Village to draw funds for 102% of the premium payment on or about the 25th of each month prior to the premium being due to the IPBC. If there is a change in premium, then the Entity shall change the ACH to account for the new monthly premium plus an additional 2% of the modified premium to cover the Village's administrative expenses. Upon execution of this Agreement, the Entity shall provide the Village with a check in the amount of thirty (30) days of initial premiums for the Entity employees to be held as escrow in the event of insufficient funds, non-payment, or delayed payment.

5. **Meeting.** The Village agrees to meet with the Entity Annually, no later than one hundred thirty-five (135 days) prior to renewal. At this meeting the Entity shall be informed of changes to plans, benefits, coverage levels, deductible and related writing. If the Village does not provide this meeting the Entity has the right to cancel coverage at renewal without the one hundred twenty (120) days notice.
6. **Termination.** Upon termination of the Agreement, the Village shall return any unused portion of the initial escrow to the Entity of the Entity shall pay for any premiums paid by the Village but not reimbursed by the Entity if a balance remains owing after applying the initial escrow to the unreimbursed amount.
7. **Indemnification.** To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party, its governing Board, members, employees, agents, representatives and volunteers, in their individual and official capacities (collectively, "Indemnitees"), from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, fee, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by one or more of the Indemnitees and arising from, incident to, connected with or growing out of the performance of this Agreement or for any wrongful or negligent act or omission of the indemnifying Party, or of any employee, agent, representative, contractor, or volunteer thereof (collectively, the "Indemnitor"), acting within the scope of their authority and related to the performance of this Agreement. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity that the Indemnitees would otherwise have. Each Party shall similarly protect, indemnify and hold and save harmless the other Party, its officers, elected and appointed officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of the breach of any of its obligations under the Agreement. The rights and obligations of this Subsection 7 shall survive the termination of this Agreement.
8. **Remedies.** Except where a particular remedy is specified in this Agreement for a specific default, the non-defaulting Party shall be entitled to pursue any one or more of the following: (a) declare the any outstanding amount due and owing under the terms of this Agreement immediately due and payable, (b) commence legal proceedings to recover the amounts due and owing under the terms of this Agreement, (c) pursue legal proceedings to recover damages as a result of the default, and (d) pursue any other remedy available in law or equity, including the right to specific performance. Neither Party shall be liable to the other for consequential damages or lost profits. Any action brought by either party to this Agreement shall be prosecuted in a court of competent jurisdiction in Grundy County, Illinois. In the event that either Party hereto institutes legal proceedings against the other Party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the losing Party all expenses of such legal proceedings incurred by the prevailing Party, including, but not limited to, court costs and attorneys' fees, and witnesses' fees incurred by the prevailing Party in connection therewith.

9. **Amendment.** This Agreement may be amended at any time by mutual agreement of the Parties; provided however, that before any amendment, a resolution of each of the Parties must be passed.
10. **Notice.** This Agreement may be cancelled and terminated upon thirty (30) days written notice to the other party by the party wishing to terminate. Such written notice of termination and all other notices hereunder shall be in writing and shall be mailed by certified mail with return receipt requested to:

Village of Coal City, 515 S. Broadway, Coal City, IL 60416

With a Copy To: Mark R. Heinle
Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer
1979 N. Mill Street, Suite 207
Naperville, IL 60563

Coal City Public Library District, [Address listed here](#)

With a Copy To:

11. **Miscellaneous.**

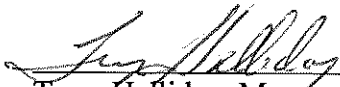
- A. The parties acknowledge that this Agreement is the product of negotiations between the Parties and that, prior to the execution of this Agreement, each Party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against any Party because that Party's attorney drafted this Agreement or any part hereof.
- B. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Illinois.
- C. The Parties represent, warrant and agree that each is a duly organized and existing local government entity, that each has taken all necessary corporate and legal action to authorize the execution, delivery and performance of this Agreement and that the performance hereto by each will not be in contravention of any resolutions, ordinances, laws, contracts or agreements to which it is a party.
- D. The parties agree that this Agreement contains the entire agreement between the parties, and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all parties hereto following the requisite approval and authorization of the respective public bodies.

- E. If any portion of this Agreement is deemed void, voidable or unenforceable, such portion shall be severed from this Agreement and the remainder of the terms in this Agreement shall remain in full force and effect.
- F. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.
- G. A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

IN WITNESS WHEREOF, the Village of Coal City and the Coal City Public Library District, by appropriate ordinance or resolution duly adopted, have caused this agreement to be executed and attested by their respective officers the day and year first above written, with a copy of the Ordinance or Resolution authorizing execution by each Party being attached hereto.

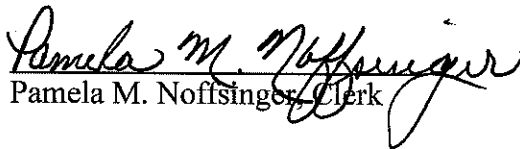
APPROVED:

Village of Coal City



Terry Halliday, Mayor

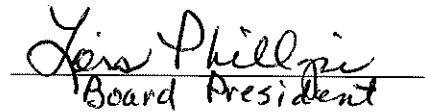
ATTEST:



Pamela M. Noffsinger, Clerk

APPROVED:

Coal City Public Library District

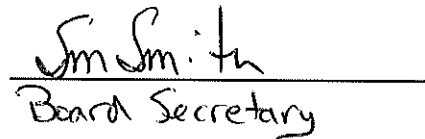


Jim Phillippe
Board President

By: _____

Its: _____

ATTEST:



Jim Smith
Board Secretary