

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT  
WITH THE CHATHAM FIRE PROTECTION DISTRICT RELATING TO  
HEALTH INSURANCE COVERAGE FOR THE DISTRICT'S EMPLOYEES**

*BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE  
VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:*

**SECTION 1:** An intergovernmental agreement by and between the Village of Chatham and the Chatham Fire Protection District, pertaining to a inclusion of the District's full-time employees in the Village's health insurance plan, a copy of which is attached hereto, is hereby approved.

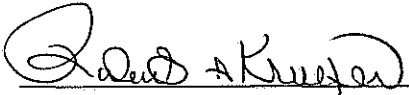
**SECTION 2:** The Village President is authorized and directed to execute the Agreement on behalf of the Village, and the proper officers of the Village are authorized and directed to carry out the Agreement according to its terms upon its adoption and execution by the Fire Protection District.

**SECTION 3:** This Ordinance is effective immediately.

PASSED this 13<sup>th</sup> day of July, 1998.

  
\_\_\_\_\_  
VILLAGE PRESIDENT

ATTEST:

  
\_\_\_\_\_  
Village Clerk

AYES: 6

NAYS: Ø \_\_\_\_\_

PASSED: 2-13-99

APPROVED: 7-13-99

ABSENT: Ø

## INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Village of Chatham, Illinois ("Village") and the Chatham Fire Protection District ("District"), are units of government of the State of Illinois;

WHEREAS, intergovernmental agreements are expressly allowed by Article VII, §10 of the Illinois Constitution of 1970 and by Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5; and specifically, the joint purchase of goods and services is permitted by the Constitution and Act;

WHEREAS, the Village is located within the District, and its residents are all served by the District and comprise a majority of residents of the District;

WHEREAS, in order to serve their residents at lower cost, the Village and the District desire cooperate in the purchase of health insurance for their employees;

*NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND OF THE MUTUAL COVENANTS AND PROMISES HEREINAFTER SET FORTH, THE PARTIES HERETO AGREE AS FOLLOWS:*

1. During the term of this Agreement, the Village shall include full-time employees of the District in its health insurance plan and group, subject to the approval of the Village's insurance carrier. The Village shall have complete discretion in the selection of a carrier and in the choice of plan options; and if in its discretion the Village cannot locate a suitable carrier at a reasonable cost, it may suspend its performance under this Agreement until it is able to find a suitable carrier at a reasonable cost.

2. The District shall reimburse the Village for premiums paid by the Village for the District's employees within one calendar month of the Village's payment to the carrier.

3. This Agreement is effective August 1, 1999, and shall continue until July 31, 2019, unless sooner terminated by the parties.

4. This agreement may be terminated at any time by either party without cause, by the giving of at least 6 months prior written notice.

5. This agreement may be terminated at any time by either party with cause by the giving of at least 15 days prior written notice, and the failure of the other party to cure the condition giving constituting cause within the 15 day period. For purposes of this section, "cause" shall consist only of the failure or inability of the Village to obtain or maintain coverage for the District's employees; the failure of the District to reimburse premiums paid by the Village; or the failure or refusal of all District employees to participate in the Village's plan or group.

6. In the event of breach of this Agreement by either party, the other party's remedy shall be limited to specific performance, and in no event shall either party be liable to the other for consequential or other damages, except that the District shall be subject to monetary damages for failure to reimburse premiums paid by the Village.

7. This is the entire agreement between the parties with respect to its subject matter. This agreement shall be effective when it is approved by ordinance or resolution of the corporate authorities of the parties and executed by the Village President and the President of the District. This agreement may be amended only in a writing approved by ordinance or resolution of the corporate authorities of the parties and executed by the Village

President and the President of the District. The parties hereto expressly disclaim the existence of any third party beneficiaries of this Agreement.

AGREED:

VILLAGE OF CHATHAM, ILLINOIS

By: \_\_\_\_\_  
Village President

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Village Clerk

CHATHAM FIRE PROTECTION DISTRICT

By: \_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk

ORDINANCE CERTIFICATE

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF SANGAMON        )

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 99-\_\_\_\_\_, adopted by the President and Board of Trustees of said Village on the \_\_\_\_\_ day of \_\_\_\_\_, 1999, said Ordinance being entitled:

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I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Village Clerk