

VILLAGE OF MAPLE PARK, ILLINOIS

RESOLUTION 2017-08 Approved: August 1, 2017

A RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE PRESIDENT TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION (IMLRMA)

BE IT RESOLVED BY THE VILLAGE OF MAPLE PARK, OF KANE COUNTY AND DEKALB COUNTIES, ILLINOIS, as follows:

**Section 1.** That the Village President be authorized and directed to execute an Intergovernmental Agreement with the Illinois Municipal League Risk Management Association "IMLRMA."

**Section 2.** That the Village Clerk of the Village of Maple Park be authorized and directed to attest the Village President's signature.

**Section 3.** The agreement between the Village of Maple Park and IMLRMA shall continue in effect until it is rescinded by mutual consent of the parties hereto terminated in the manner provided herein or in the By-Laws of the IMLRMA.

**Section 4.** That this Resolution shall be in full force and effect from and after its adoption and approval.

**PASSED** by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on August 1, 2017.

Ayes: Dalton, Higgins, Shaver, Dries, Goucher, Harris

Nays: None

Absent: None

**APPROVED** by the Village President on August 1, 2017.



A handwritten signature in cursive script that reads "Kathleen Curtis".

Kathleen Curtis, Village President

ATTEST:

A handwritten signature in cursive script that reads "Elizabeth Peerboom".  
Elizabeth Peerboom, Village Clerk

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ILLINOIS MUNICIPAL LEAGUE  
RISK MANAGEMENT  
ASSOCIATION

Intergovernmental  
Cooperation  
Contract



500 East Capitol Avenue | P.O. Box 5180 | Springfield, IL 62705-5180 | Phone: 217.525.1220 | Fax: 217.525.7438 | [www.imlrma.org](http://www.imlrma.org)

## **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" and "Board of Directors" shall mean the governing body of the Association.

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

(f) "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.

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

(h) "Managing Director" means the individual who supervises the day-to-day operation of the Association.



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

The Board shall determine if any Member has a risk or risks which the Board 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 Board 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 Board of Directors.

Each year the Board 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.

**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 of Maple Park  
(City/Village/Town) (Municipality Name)

pursuant to ~~Ordinance~~ <sup>Resolution</sup> No. 2017-08. Adopted and approved the 1st day of August, 2017.

*Kathleen Curtis*  
KATHLEEN CURTIS, ~~MAYOR~~ or PRESIDENT

Attest:  
*Elizabeth Beerboom*  
VILLAGE CLERK

