

**EMPLOYEE WELLNESS  
INTERGOVERNMENTAL AGREEMENT**

This EMPLOYEE WELLNESS INTERGOVERNMENTAL AGREEMENT (this “Agreement”), made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the SOUTH SUBURBAN MAYORS AND MANAGERS ASSOCIATION (the “Association”) and designated employees of \_\_\_\_\_ (the “Municipality”).

**WITNESSETH:**

WHEREAS, the Municipality has authority, pursuant to Article VII, Section 10 (a) of the Illinois Constitution of 1970 Ch. 127, Section 741, et seq., to contract with the Association and to obtain through the Association and share employee wellness services provided herein; to exercise, combine and transfer the powers and functions provided herein; and to use its credit, revenues and other resources to pay the cost hereof; and

WHEREAS, the Municipality has authority pursuant to Article VII, Section 10 (a) of the Illinois Constitution of 1970 to contract and associate with the Association and the Association may contract with a wellness services provider in the manner provided herein; and

WHEREAS, the Municipality also has the power to enter into a contract on an individual basis with the Association to provide services for its employees; and

WHEREAS, the Municipality desires to obtain professional services to provide an employee wellness program designed to help its employees or their family members; and

WHEREAS, The Horton Group, Inc. (“Horton”) has proposed to provide such services to the Municipality, its employees and the family members of the employees with respect to an employee wellness program; and

WHEREAS, the Municipality has determined that it would be in the best interest of the Municipality that it contract and associate with the Association to provide through Horton such professional services to the Municipality and its employees; and

WHEREAS, the Municipality and the Association desire to associate and contract by and between themselves as provided herein;

NOW THEREFORE, in consideration of the mutual promised, covenants and terms hereinafter set forth, the Association and the Municipality agree as follows:

1. Purpose. Horton will furnish professional services to the Municipality in the area of employee wellness programs. The work of Horton will be administered, coordinated, and monitored by the Association.

2. Term. The term of this Agreement shall be one (1) year commencing as of the date first above written, and shall continue from year-to-year thereafter, unless sooner terminated as provided herein.

3. Termination; Notice. In the absence of a breach of this Agreement, the Association or the Municipality may terminate this Agreement on thirty (30) days prior written notice. In the absence of a breach of this Agreement, the Municipality shall continue to pay the Association and the Association shall continue to pay for the services of Horton as provided herein after the date of any such notice of termination and until the effective date of the termination. Such notice of termination may be served upon the parties hereto personally by sending such notice duly addressed, postage prepaid, by United States Mail to the main offices of the parties. Upon termination of this Agreement, the Municipality is fully responsible for the payment of all fees incurred prior to the effective date of such termination.

4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, administrators and assigns.

5. Fees. Each month during the term of this Agreement:

(a) The Association shall pay to Horton the monthly premium due Horton with respect to the Municipality (each, a "Monthly Premium"); and

(b) The Municipality shall (i) reimburse the Association for the Monthly Premium and (ii) pay to the Association an amount equal to five percent (5%) of such Monthly Premium.

6. Prior Contract. This Agreement shall supersede and cancel the provisions of any prior contract between the parties covering the same period as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as the day and year first above written.

SOUTH SUBURBAN MAYORS AND  
MANAGERS ASSOCIATION

MUNICIPALITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_