

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
 For Inclusion on Board Agenda

690489

Resolution or Ordinance (Blue) _____
 Recommendations of Boards, Commissions & Committees (Green) _____
 Other Business (Pink) _____

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Huliseberg, Village Manager *DAH*

DATE: August 5, 2009 (COW)(B of T) Date August 20, 2009

TITLE: A Resolution Authorizing Signatures Of President And Clerk On An

Intergovernmental Agreement Between The Village Of Lombard And The Helen M. Plum Memorial Library In Regard To The Funding Of Certain Expenses

SUBMITTED BY: Timothy Sexton, Director of Finance

BACKGROUND/POLICY IMPLICATIONS:

Attached is an agreement between the Village of Lombard and the Helen M. Plum Memorial Library regarding the funding of the Library's IMRF, FICA and Medicare contributions related to their conversion to a public library district. This agreement will be presented for approval at the August 11, 2009 Library Board meeting. A separate conversion resolution will be submitted to the Village Board in September, 2009.

Review (as necessary):

Village Attorney X _____ Date 8/6/09
 Finance Director X *Timothy Sexton* Date 8/6/09
 Village Manager X _____ Date 8/9/09

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.

A RESOLUTION AUTHORIZING SIGNATURES OF PRESIDENT AND CLERK ON AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE HELEN M. PLUM MEMORIAL LIBRARY IN REGARD TO THE FUNDING OF CERTAIN EXPENSES

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Intergovernmental Agreement between the Village of Lombard and Helen M. Plum Memorial Library; and WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

Section 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

Section 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this _____ day of _____, 2009

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2009

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND
THE HELEN M. PLUM MEMORIAL LIBRARY IN
REGARD TO THE FUNDING OF CERTAIN LIBRARY EXPENSES**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT"), is effective August 1, 2009, by and between the VILLAGE OF LOMBARD (hereinafter referred to as the "VILLAGE") and the HELEN M. PLUM MEMORIAL LIBRARY (hereinafter referred to as the "LIBRARY"). The VILLAGE and the LIBRARY are hereinafter sometimes individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

WITNESSETH

WHEREAS, the LIBRARY is a tax supported public library operating pursuant to the Local Library Act (75 ILCS 5/1-0.1 et seq.); and

WHEREAS, based upon the annual budget and tax levy request of the LIBRARY, the VILLAGE processes a tax levy for the funding of the LIBRARY each year pursuant to 75 ILCS 5/3-5 (hereinafter referred to as the "LIBRARY FUND LEVY"); and

WHEREAS, for years, part of the VILLAGE'S tax levy (hereinafter referred to as the "VILLAGE TAX LEVY"), as opposed to the LIBRARY FUND LEVY, has included taxes as necessary for contributions to the Illinois Municipal Retirement Fund (hereinafter referred to as "IMRF"), Social Security (hereinafter referred to as "FICA") and Medicare (hereinafter referred to as "MedFICA") which contributions are required relative to the LIBRARY'S employees (the IMRF, FICA and MedFICA contributions being hereinafter collectively referred to as the "RETIREMENT FUND CONTRIBUTIONS"); and

WHEREAS, the VILLAGE believes the VILLAGE was not obligated to levy for the

RETIREMENT FUND CONTRIBUTIONS as part of the VILLAGE TAX LEVY; and

WHEREAS, the VILLAGE has informed the LIBRARY that, due to increasing

costs and expenses, the VILLAGE intends to no longer levy for the RETIREMENT

FUND CONTRIBUTIONS as part of the VILLAGE TAX LEVY; and

WHEREAS, the levy for and payment of the RETIREMENT FUND

CONTRIBUTIONS, solely by the LIBRARY, will have a significant impact on the

LIBRARY'S finances; and

WHEREAS, the LIBRARY has requested that the VILLAGE consider continuing

to pay the amount currently being levied by the VILLAGE for the RETIREMENT FUND

CONTRIBUTIONS through May 31, 2011 (the "VILLAGE CONTRIBUTION"); and

WHEREAS, the LIBRARY will pay any amounts associated with the

RETIREMENT FUND CONTRIBUTIONS in excess of the VILLAGE CONTRIBUTION

(hereinafter referred to as the "LIBRARY CONTRIBUTION"); and

WHEREAS, the LIBRARY will proceed expeditiously to convert to a public library

district under the Public Library District Act of 1991 (75 ILCS 16/101 *et seq.*) (hereinafter

referred to as the "CONVERSION"); and

WHEREAS, the LIBRARY agrees to pay the LIBRARY CONTRIBUTION; and

WHEREAS, the LIBRARY acknowledges that any costs associated with any

program changes to IMRF initiated by the IMRF Board, which impact the employees of

the LIBRARY, shall be part of the LIBRARY CONTRIBUTION; and

WHEREAS, the LIBRARY has agreed to the conditions set forth above relative to

the VILLAGE making the VILLAGE CONTRIBUTION; and

WHEREAS, the LIBRARY and the VILLAGE confirm their intent relative to the

matters set forth in this AGREEMENT is as follows:

- A. The LIBRARY intends to proceed with the CONVERSION during 2009, with the effective date for the completion of the CONVERSION, and the creation of the new public library district (hereinafter referred to as the "DISTRICT"), being January 1, 2010;

- B. Assuming the LIBRARY converts to the DISTRICT as set forth in A above, and subject to the limitations as set forth in Section 3 below, the VILLAGE will pay the VILLAGE CONTRIBUTION through May 31, 2011;

- C. The DISTRICT will include in its 2010 tax levy (to be adopted by December of 2010) all amounts necessary to pay the Illinois Municipal Retirement Fund, Social Security and Medicare contributions required relative to the DISTRICT'S employees (hereinafter referred to as the "DISTRICT'S OBLIGATIONS");

- D. Beginning June 1, 2011, the DISTRICT shall be solely responsible for the DISTRICT'S OBLIGATIONS; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS

220/1 through 220/9 provide authority for intergovernmental cooperation; and

WHEREAS, it is in the best interests of the VILLAGE and the LIBRARY to enter

into this AGREEMENT;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants

and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the PARTIES, the VILLAGE and the LIBRARY agree as follows:

- 1. **INCORPORATION OF PREAMBLES**. The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.

- 2. **FAILURE TO COMPLETE CONVERSION**. In the event that the LIBRARY

does not complete the CONVERSION in accordance with this AGREEMENT,

this AGREEMENT shall become null and void and the PARTIES' relationship

shall be that which existed prior to this AGREEMENT.

3. VILLAGE COVENANTS. Subject to the LIBRARY'S compliance with Section

4 below, the VILLAGE covenants, represents and agrees as follows:

A. The VILLAGE will pay the VILLAGE CONTRIBUTION to the LIBRARY through December 31, 2009, and to the DISTRICT from January 1, 2010 through May 31, 2011;

B. The VILLAGE CONTRIBUTION is limited to \$312,438 each year for two years (6/1/09 to 5/31/10 and 6/1/10 to 5/31/11) subject to applicable adjustments under the Property Tax Extension Limitation Law (35 ILCS 200/18-185 et seq.); and

C. The VILLAGE shall have no obligation to pay any amount towards the RETIREMENT FUND CONTRIBUTIONS or the DISTRICT'S OBLIGATIONS after May 31, 2011.

4. LIBRARY COVENANTS. Subject to the VILLAGE'S compliance with Section

3 above, the LIBRARY covenants, represents and agrees as follows:

A. The LIBRARY shall proceed with the CONVERSION in a timely manner, so as to convert to the DISTRICT by January 1, 2010; and

B. The LIBRARY shall, as of the effective date of this AGREEMENT, be responsible for paying the RETIREMENT FUND CONTRIBUTIONS, and, once converted to the DISTRICT, paying the DISTRICT'S OBLIGATIONS, including any costs associated with any program changes to IMRF, initiated by the IMRF Board, which impact the employees of the LIBRARY or the DISTRICT.

5. VILLAGE INDEMNIFICATION OF LIBRARY. The VILLAGE shall indemnify

and hold harmless the LIBRARY, and its officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the

8. NOTICES. Notice or other writings which either PARTY is required to, or may wish to, serve upon the other PARTY in connection with this AGREEMENT shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

Nothing contained in this AGREEMENT shall constitute a waiver of any privileges, defenses or immunities which either PARTY may have under the Local Governmental and Governmental Employees Tort Immunity Act with respect to any claim brought by a third party.

7. THIRD PARTIES AND DEFENSES. This AGREEMENT is entered into for the benefit of each of the PARTIES, solely, and not for the benefit of any third party.

6. LIBRARY INDEMNIFICATION OF VILLAGE. The LIBRARY shall indemnify and hold harmless the VILLAGE, and its officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the LIBRARY, or its officers, agents or employees, in the performance of this AGREEMENT. It is the intent of the PARTIES that the indemnification as provided by this Section shall be provided by the DISTRICT at such time as the CONVERSION is completed.

officers, agents and employees, at such time as the CONVERSION is completed.

has caused this instrument to be signed by its President and attested by its Secretary.
authority duly granted by the adoption of a Resolution by its Board of Library Trustees,
executed by its President and attested by its Clerk, and the LIBRARY, pursuant to the
adoption of a Resolution by its Board of Trustees, has caused this AGREEMENT to be
IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the

AGREEMENT which are not fully expressed herein.
between and among the PARTIES hereto relating to the subject matter of this
no representations, agreements, arrangements or understandings, oral or written,
written or oral agreements between them regarding the within subject matter. There are
understanding between the PARTIES and supersedes any prior understanding or
10. ENTIRE AGREEMENT. This AGREEMENT contains the entire

constitute one and the same AGREEMENT.
two (2) counterparts, each of which shall be deemed an original, but both of which shall
9. COUNTERPARTS. This AGREEMENT shall be executed simultaneously in

designate in a written notice to the other PARTY.
or to such other address, or additional parties, as either PARTY may from time to time

Director
Helen M. Plum Memorial Library
110 West Maple Street
Lombard, Illinois 60148

Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

A. If to the VILLAGE:
B. If to the LIBRARY

VILLAGE OF LOMBARD

Village President

ATTEST:

Village Clerk

Dated: August 20, 2009

HELEN M. PLUM MEMORIAL LIBRARY

By: _____
President

ATTEST:

Secretary

Dated: August 11, 2009

STATE OF ILLINOIS
)
) SS
)
COUNTY OF DUPAGE
)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named William J. Mueller and Brigitte O'Brien, personally known to me to be the Village President and Village Clerk the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Lombard, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of August, 2009.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS)
) COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Wayne Kankovsky and Sue Wiggins, personally known to me to be the President and Secretary of the Helen M. Plum Memorial Library, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the signed instrument, pursuant to authority given by said Helen M. Plum Memorial Library, as their free and voluntary act, and as the free and voluntary act and deed of said Helen M. Plum Memorial Library, for the uses and purposes therein set forth, and that said Secretary, as custodian of the corporate seal of said Helen M. Plum Memorial Library, caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Helen M. Plum Memorial Library, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of August, 2009.

Notary Public

My Commission Expires: _____