



Park Ridge Public Library

PUBLIC NOTICE

A meeting of the Intergovernmental Agreement (IGA) Subcommittee of the Board of Trustees of the Park Ridge Public Library will be held on Friday, November 22, 2019 at 10:30 a.m. in the 3rd Floor Meeting Room.

Meetings of the Library Board are open to the public under provisions of the Illinois Open Meetings Act.

**LIBRARY COMMITTEE AGENDA
BOARD OF TRUSTEES
Friday, November 22, 2019 at 10:30 A.M.**

PUBLIC COMMENT

INTERGOVERNMENTAL AGREEMENT SUBCOMMITTEE (Reardon – Chair)

1. Approval of August 14, 2018 special meeting minutes – Attached
2. Approval of August 14, 2018 regular meeting minutes – Attached
3. Discussion to formalize goal(s) of IGA and next steps
4. Other

**MINUTES
OF THE SPECIAL MEETING OF THE
INTERGOVERNMENTAL AGREEMENT (IGA) SUB-COMMITTEE
OF THE PARK RIDGE PUBLIC LIBRARY BOARD HELD AUGUST 14, 2018
AT 6:15 P.M. IN THE SECOND FLOOR MEETING ROOM OF
CITY HALL, 505 BUTLER PLACE, PARK RIDGE, IL**

ROLL CALL

COMMITTEE PRESENT: Joseph Egan, Chair; Patrick Lamb (6:30 p.m.), Joshua Kiem

TRUSTEES ABSENT: None

OTHER TRUSTEES PRESENT: Lauren Rapisand

OTHERS PRESENT: Heidi Smith, Library Director; Alderman Mazzuca, Alderman Melidosian, Park Ridge, Library Liaison

Review of Current IGA Draft

The Committee discussed the draft IGA (Intergovernmental Agreement).

Ms. Smith was directed to update the draft as per the discussion and email the result to the full Board for their review. The Board will discuss the draft at the August 21, 2018 Board meeting, including the recommendation of a term "to be determined" on the contract.

Other None

Adjournment: 6:55 p.m.

**MINUTES
OF THE REGULAR MEETING OF THE
INTERGOVERNMENTAL AGREEMENT (IGA) SUB-COMMITTEE
OF THE PARK RIDGE PUBLIC LIBRARY BOARD HELD AUGUST 14, 2018
AT 8:48 P.M. IN THE SECOND FLOOR MEETING ROOM OF
CITY HALL, 505 BUTLER PLACE, PARK RIDGE, IL**

ROLL CALL

COMMITTEE PRESENT: Joseph Egan, Chair; Patrick Lamb, Joshua Kiem

TRUSTEES ABSENT: None

OTHER TRUSTEES PRESENT: Karen Burkum, Stevan Dobrilovic, Charlene Foss-Eggemann, Gareth Kennedy, Lauren Rapisand, Michael Reardon

OTHERS PRESENT: Heidi Smith, Library Director; Angela Berger, Library Staff; Alderman Melidosian, Park Ridge, Library Liaison

Approval of Minutes

Mrs. Foss-Eggemann made a

MOTION: to approve the minutes of the July 10, 2018 IGA (Intergovernmental Agreement) Sub-Committee meeting

Mr. Egan SECONDED the motion.

Voice vote

MOTION PASSED UNANIMOUSLY

Update from August 14, 2018 Special Meeting

A special meeting of the IGA (Intergovernmental Agreement) Sub-Committee took place earlier this evening at 6:15 p.m. Ms. Smith was directed to update the IGA draft as per the discussion and email the result to the full Board for their review. The Board will discuss the draft at the August 21, 2018 Board meeting.

Other None

Adjournment: 8:49 p.m.

INTERGOVERNMENTAL AGREEMENT MEMORANDUM OF UNDERSTANDING

**BY AND BETWEEN THE CITY OF PARK RIDGE
AND
THE PARK RIDGE PUBLIC LIBRARY**

THIS MEMORANDUM OF UNDERSTANDING INTERGOVERNMENTAL AGREEMENT ("**IGAMOU**" or "**Agreement**") is made and entered into as of the ____ day of _____, 2018 ("**Effective Date**"), until the day of _____, 20 and is by and between the **CITY OF PARK RIDGE**, an Illinois home rule municipal corporation ("**City**"), and the **PARK RIDGE PUBLIC LIBRARY**, an Illinois municipal library ("**Library**"). Either party may terminate this agreement with 90 days written notice to the other party.

Formatted: Left

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this **IGAMOU**, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Library mutually agree as follows:

SECTION 1. RECITALS.

- A. The City is an Illinois home rule municipal corporation.
- B. The Library operates under the authority and power granted by the Illinois Local Library Act, 75 ILCS 5/1-0.1 *et seq.* ("**Library Act**"), as the same has been or may be amended from time to time.
- C. The Library may exercise the powers, rights, and responsibilities, and is subject to the restrictions and limitations, set forth in the Library Act.
- D. Pursuant to the Library Act, the Library is governed by a nine (9) member board of trustees ("**Library Board**") which is appointed by the Mayor, by and with the advice and consent of the City Council.
- E. The Library operates a public library on land located at the property commonly known as 20 S. Prospect, Park Ridge, Illinois ("**Library Property**"). The Library Property shall be considered all of such parcel, excluding the Northeasterly corner thereof wherein the Uptown Sign is located, as more specifically depicted on the map attached hereto as **Exhibit A.**

F. The Library Property is owned by the City.

G. The building located on the Library Property within which the public library is operated ("*Library Building*") is also owned by the City, but operated by the Library under the rules and regulations adopted by the Library Board.

H. The City and the Library desire to enter into this ~~IGAMOU~~ in order to memorialize their agreement regarding: (i) the legal relationship between the City as a home rule municipal corporation and the Library as a municipal library; and (ii) their respective powers, rights, responsibilities, obligations, restrictions, and limitations applicable to the Library, the Library Property, the Library Building, and its operations.

SECTION 2. CONTROLLING LAW.

A. The City and the Library acknowledge and agree that the Library and the Library Board are subject to potentially conflicting provisions and restrictions set forth in the Library Act, the City Code, Council Policy Statements and this ~~IGAMOU~~. Unless specifically provided otherwise, in the event of a conflict between these regulations the order of precedence shall be as follows: (1) this ~~IGAMOU~~; (2) the City Code; (3) the Library Act, and (4) Council Policy Statements.

B. The Library shall, and does hereby agree to, maintain the Library Building and Library Property and operate the public library on the Library Property in the Library Building in accordance and compliance with all applicable provisions of the Library Act, this ~~IGAMOU~~, and any other federal, State, or local law and regulation.

SECTION 3. LIBRARY FINANCES AND BUDGETS.

A. Budget.

1. The Library shall submit its annual budget ("*Annual Budget*") to the City Manager in accordance with the schedule determined by the City Manager for the submission of budgets by the primary departments of the City government.

2. Each Annual Budget must include, without limitation, a capital improvement program for all then-current and new assets of the Library,

Commented [SD1]: Is it possible for the library to operate in violation of the Library Act? That is, if a provision of the ~~MOU~~ or City Code are in contravention to the Library Act, doesn't the Library Act need to take precedence? Otherwise the Library may be acting in violation of the Library Act. No? If the library cannot act in violation of the Library Act then the Library Act should take precedence over all these other documents. **Library will check with its counsel if the order is acceptable**

including all proposed Capital Projects for the budgetary year to which the Annual Budget applies. [\(See CPS 23 for definition of Capital Project.\)](#)

3. The Annual Budget shall be presented to the City Council for approval in accordance with the schedule for consideration of the Annual Budget and the City's annual budget, as determined by the City Manager.

4. The Library acknowledges and agrees that, except as expressly provided in this ~~ICAMOU~~, the City has no obligation to provide to the Library, and that the Library has no reasonable expectation that it will receive, any City funds for use by the Library.

5. The Library agrees the Target Fund Balance for the Library Fund shall be equal to three months of budgeted operating expenditures [at its lowest balance during the year](#). The Library shall be permitted to accumulate greater than 10% over the Target Fund Balance, as measured at the end of each fiscal year, only when the City grants authority to accumulate funds for Capital Projects and such money shall be transferred to the Special Reserve Fund. [\(See CPS 40 for definition of Target Fund Balance.\)](#)

B. ~~Shared City Provided Services.~~

1. ~~functions~~[Subject to the mutual agreement of the City and Library, the City shall may provide all or some off the certain shared services described below \(each, a "Shared Service"\) for the benefit of the Library and account for the cost of such shared services in a "Shared Services Account." The Shared Services include:](#)[The City and Library agree the City will provide the services as provided below:](#)

- a. Illinois Municipal Retirement Fund employer contributions;
- b. Social Security employer contributions;
- c. Payroll processing services, including software licensing fees for payroll software;
- d. Property and casualty insurance for the Library building and parking lot;
- e. Cash management and banking;

- f. Financial accounting software; and
- g. Human resources staffing and support.

The City and Library may, in the future, agree that the City will provide additional services to the Library.

2. All Library expenses other than the cost for ~~Shared-City Provided~~ Services and Major Capital Projects, as defined in this ~~IGAMOU~~, shall be borne by the Library.

3. Notwithstanding anything herein to the contrary, the City agrees to not charge the Library for water and sewer services. Likewise, the City agrees to make the utility services it receives under its utility franchises available to the Library to the extent permitted by such franchises and applicable law.

C. Property Tax Levy.

1. No later than October 15 each year, Library Board shall submit to the City the amount of money which, in the judgment of the Library Board, will be necessary to levy for Library purposes in the next annual tax levy ordinance (the "Recommended Levy").

2. The Library acknowledges and agrees that, pursuant to the home rule authority of the City, the City Council has the authority to accept, reject, or modify any amount of the Library's annual Recommended Levy which exceeds the statutory rates for taxes which may be levied for library purposes under the Library Act and other applicable tax laws, and subject to such statutory rates, to levy taxes for Library purposes in an amount that the City Council determines to be both appropriate and sufficient for the Library to fulfill its obligations to maintain and operate the Library as required by Sections 2.B and 4.C of this ~~IGAMOU~~; provided, however the results of any referendum regarding the amount of the annual tax levy for one or more years shall be binding on the City and Library for the effective term of such referendum.

3. The Library agrees that the City will have the right to retain all taxes collected by the City for the purpose of financing the performance of Major Capital Projects, as defined below.

SECTION 4. LIBRARY BUILDING AND FACILITIES.

A. Capital Repairs, Improvements, and Additions. All repairs, improvements, and additions to existing capital facilities of the Library, including, without limitation, the Library Property, Library Building (as it exists today or as improved in the manner herein described), utilities, landscaping, and infrastructure located on the Library Property (collectively, the "*Capital Facilities*"), shall be completed in accordance with the following:

1. Responsibility.

a. If the estimated cost of a project for the repair, improvement, or addition to any Capital Facility (each a "*Capital Project*"), as determined by the City's engineer, in consultation with the Library Director, is such that the expense is greater than One Hundred Thousand Dollars (\$100,000.00), the Capital Project shall be considered a "*Major Capital Project*" subject to the approval and completion procedures set forth in Section 4.B of this ~~IGAMOU~~.

b. If the estimated cost of a Capital Project, as determined by the City's engineer, is such that the expense is less than One Hundred Thousand Dollars (\$100,000.00), the Capital Project shall be considered a "*Minor Capital Project*" subject to the maintenance provisions set forth in Section 4.C of this ~~IGAMOU~~.

c. The threshold value for the expense corresponding to a Major Capital Project may be revised once every ten (10) years based on the cumulative percentage change in the consumer price index published by the Illinois Department of Revenue, provided it shall always be rounded to the nearest ten thousand dollars.

~~d.~~ For purposes of this ~~IGAMOU~~, a Capital Project shall include all activities and components of repair, improvement or addition to a Capital Facility required to achieve the state objective of the Capital Project as part of one budget.

B. Major Capital Projects. The process for the approval and for the completion of all Major Capital Projects shall be as follows:

1. The Library shall identify all proposed Major Capital Projects in the Annual Budget and Recommended Levy submitted to the City. The City Council shall consider for approval all Major Capital Projects proposed by the Library. In the event the City Council approves a Major Capital Project,

the City shall prepare a financing plan and schedule for completion of the Major Capital Project, in the City's sole discretion, subject to a referendum approved by the City's electors.

2. The City shall administer the contract for, and performance of, each Major Capital Project in consultation with the Library Director.

3. All contracts for each Major Capital Project shall be administered and performed in accordance with all laws related to the construction of public works, including but not limited to the Prevailing Wage Act, Substance Abuse Prevention on Public Works Project Act and the Public Construction Bond Act.

4. In the event of a bona fide emergency requiring performance of a Major Capital Project that was not identified during the review of the Annual Budget, the City Manager and the Executive Director of the Library shall coordinate in good faith the completion of such emergency Major Capital Project using Library funds, subject to the ratification by the City Council and the Library Board of the Major Capital Project.

5. The Library agrees not to cause any Major Capital Project to be performed except in strict compliance with this Section 5.B.

C. General Maintenance and Minor Capital Projects. Except as provided in Section 6 of this IGAMOU regarding the Library parking lot~~Lot~~Parking Lot Adjacent to Library, the Library shall be responsible, at its sole cost and expense, for: (1) the maintenance of all Capital Facilities in a condition of good repair; and (2) the completion of all Minor Capital Projects. All maintenance and construction work shall be executed in a manner consistent with standards of recognized professional firms in performing work of a similar nature, and with the greatest economy, efficiency, and expedition consistent therewith, with only undamaged, and first quality equipment, materials, and supplies. To the extent practicable, all such maintenance and Minor Capital Projects shall be completed in a manner consistent with sustainable environmental policies and practices. The Library shall administer the contract for, and performance of, each Minor Capital Project.

D. Annual Assessment. Once per calendar year, the City may conduct an assessment and review of the condition of the Library Building and of the other Capital Facilities, and shall recommend to the Library Board the performance of

Capital Projects as necessary to complete any repairs or maintenance identified in the course of such assessment and review. [The Library may conduct similar assessments as needed.](#)

E. **Annual Meeting.** Once per calendar year, two representatives of the City and two representatives of the Library shall meet for the purpose of reviewing the Annual Assessment, if any, identifying the need for any estimated budget for Capital Projects, coordinating the parties respective work on the Capital Facilities, and such other topics for which either party gives notice at least ten (10) days prior to the date for the Annual Meeting.

F. **Council Policy Statement No. 23.** The Parties agree that the foregoing allocation of responsibility for Capital Projects is consistent with City of Park Ridge Council Policy Statement No. 23, provided that in the event any provision of this ~~IGAMOU~~ is found to be inconsistent the terms and conditions of this ~~IGAMOU~~ shall control.

SECTION 5. LIBRARY PURCHASING.

A. **Compliance with City Purchasing Manual.** The Library agrees that all purchases of goods or services by the Library shall be made by the Library Board and Library personnel pursuant to procedures which comply with the Library Act and, to the extent not in conflict with the Library Act, substantially similar to those procedures set forth in the City's Procurement Policy, described in Section 2-9-9 of the City Code and Council Policy Statement 18.

B. **Joint Purchasing.** The City and the Library agree to cooperate in good faith to exercise joint purchasing of goods and services, and to share services, whenever it is determined to be cost effective and mutually beneficial. Except as otherwise provided in Section 3.B, the Library shall pay its proportionate share of any goods or services procured by joint purchasing. Where the proportionate share of any goods or services is not directly measurable, the Library's share shall be calculated in accordance with Section 3.B.4 of this Agreement.

SECTION 6. PARKING.

A. The City shall be responsible for the provision of maintenance and ordinary repair services for the parking lot and parking lot facilities on the Library Property ("~~Library Parking Lot~~[Parking Lot Adjacent to Library](#)"), which services shall include, without limitation: maintenance of the lighting and signage within the ~~Library Parking Lot~~[Parking Lot Adjacent to Library](#); parking space striping,

pavement patching; snow removal; permitting, if necessary; and sweeping ("*Parking Lot Maintenance Services*").

~~B. Any reconstruction of the pavement of the Library Parking Lot shall be performed in accordance with Section 45.B of this IGA, and shall not be considered to be Parking Lot Maintenance Services.~~

C. The City and the Library acknowledge and agree that the Police Department of the City shall be responsible for the enforcement of hourly parking restrictions and other applicable parking regulations (collectively, "*Parking Regulations*") within the ~~Library Parking Lot~~Parking Lot Adjacent to Library. The City and Library further acknowledge and agree that the Police Department shall be responsible for and shall have authority to allocate all parking permits, decals or licenses, if any, for use of all or any part of the ~~Library Parking Lot~~Parking Lot Adjacent to Library.

D. Nothing herein shall be construed to prohibit the City from revising, replacing, reconstructing, regulating, permitting or licensing the ~~Library Parking Lot~~Parking Lot Adjacent to Library for the purpose of improving the City's parking system.

SECTION 7. WAIVER OF BREACH.

A waiver by the City or the Library of a breach by any party to this ~~IGAMOU~~IGAMOU of any covenant or condition of this ~~IGAMOU~~IGAMOU shall not impair the right of the party or parties not in default to avail itself or themselves of any subsequent breach thereof. Leniency, delay, or failure of the party or parties to insist upon strict performance of any agreement, covenant, or condition of this ~~IGAMOU~~IGAMOU or to exercise any right within this ~~IGAMOU~~IGAMOU given in any one or more instances, shall not be construed as a general waiver or relinquishment of any such agreement, covenant, condition, or right.

SECTION 8. ENFORCEMENT.

The parties to this ~~IGAMOU~~IGAMOU may enforce or compel the performance of this ~~IGAMOU~~IGAMOU, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance.

SECTION 9. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement shall be given by the parties by: (i) personal delivery; (ii) deposit in the United States Registered Mail, return receipt requested, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 10.A. The address of any party may be changed by written notice to the other parties in accordance with this section. Notice shall be deemed to have been given and received upon receipt. Notices and communications to the parties shall be addressed to, and delivered at, the following addresses:

If to the City: City of Park Ridge
 Attn: City Manager
 505 Butler Place
 Park Ridge, Illinois 60068

If to the Library: Park Ridge Public Library
 Attn: Executive Director
 20 S. Prospect Avenue
 Park Ridge, Illinois 60068

B. Time of the Essence. Time is of the essence in the performance of all of the terms and conditions of this Agreement.

C. Governing Law. This ~~IGAMOU~~ shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws and rules, of the State of Illinois.

D. Amendments and Modifications. No amendment or modification to this ~~IGAMOU~~ shall be effective until it is reduced to writing and approved and executed by the City and the Library in accordance with all applicable statutory procedures; provided, however, that this Section 10.D shall not be deemed or interpreted as prohibiting future collaboration between the City and the Library without an amendment to this ~~IGAMOU~~ regarding matters of shared interest to which this ~~IGAMOU~~ does not apply.

E. No Third Party Beneficiaries. No claim as a third party beneficiary under this ~~IGAMOU~~ by any person, firm, or corporation shall be made, or be valid, against the City or the Library.

F. **Headings.** The headings, titles, and captions in this IGAMOU have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this IGAMOU.

G. **Counterpart Signatures.** This IGAMOU may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the Library have executed this Intergovernmental Agreement as of the Effective Date.

CITY OF PARK RIDGE

PARK RIDGE PUBLIC LIBRARY

By: **Marty Maloney**
Mayor

By: **President, Library Board**

ATTEST:

ATTEST:

By: **Betty Henneman**
City Clerk

By: **Secretary, Library Board**

From: [Heidi Smith](#)
To: ["Gilmore, Joseph"](#)
Cc: [Joseph Egan](#); [Melidosian, Charlie](#)
Subject: RE: City comments on IGA draft from Library 10/3/18
Date: Monday, November 5, 2018 10:19:17 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Hi Joe,

Below in red and in parenthesis are responses to Adam's questions. I reviewed these with Library Board IGA/MOU sub-committee chair and Treasurer, Joe Egan, and copied him on this email. I also copied Alderman Melidosian so he stays in the loop.

Please let me know if you need any additional information.

Thanks!

Heidi

From: Simon, Adam

I have reviewed the revised IGA/MOU and found a series of topics that need some discussion with the Library committee before we produce a new draft.

- 1) Termination/City Provided Services. Why does the Library want the ability to terminate the entire agreement on 90 days notice? What benefit does it provide? Even if the City agrees with this concept, we should ensure that it does not affect all accrued liabilities. Overall, I find that early termination is most applicable only to the City Provided Services, so that either party can opt to terminate the provision of services. Let's discuss if we can limit this concept only to that provision. The Library needs to acknowledge that the services the City provides are not entitlements and can be expanded or diminished from time to time. (The Library Board was of the opinion that having a term or out clause gives both the City and the Library the opportunity to reconsider and potentially revise a part of the agreement if it is not serving the community as intended. The chair of the sub-committee felt that 90 days' notice would work best, so the MOU wouldn't expire and could continue on if unchallenged.)
- 2) In Section 4.A.1.d, I don't understand the purpose of the new language. Does the Library intend to include all of the categories of expenses described in Section 5-1 of the Local Library Act? Please ask them to clarify what they are seeking to accomplish. (I would say the intent was so a capital project could not be subdivided into smaller sub-projects to get below the \$100 k threshold of capital project.)
- 3) The Target Fund Balance is conventionally measured at the end of the fiscal year. This is consistent with the remainder of Section 3.A.5. (The Library is very supportive of the Council Policy Statement 40 limiting accumulation of "surplus" funds. However, because the Library's tax revenue is typically 95% of its total annual revenue (received twice annually February and August), having only 3 months in reserve on April 30 could mean spending down to 0 before August levy proceeds

are in. We could strike this statement altogether, or we could determine the end of year maximum to be higher than 3 months to account for this cash flow. Current Library Board policy states a minimum of 6 months will be retained.)



Park Ridge Public Library



Heidi Smith
Library Director
T: (847) 720-3203
hsmith@prpl.org

| Facet | Library | City |
|------------|--|---|
| Structure | <ul style="list-style-type: none"> • Component unit of government • Governing body with fiduciary responsibility • Sometimes recognized as a City department • Library Director reports to Library Board | <ul style="list-style-type: none"> • Home rule corporate authority • Appoints Library Board members • Library Director attends City Managers meetings |
| Taxation | <ul style="list-style-type: none"> • Responsible for securing necessary funding • On average 96% of Library revenue comes from local property taxes • Library levy itemized on tax bill | <ul style="list-style-type: none"> • Library property tax levy included in City's aggregate levy • Levies on the Library's behalf including truth in taxation hearings, budget ordinance, etc. • City extends home rule privilege to increase Library levy above statutory maximum (doesn't have to and hasn't always approved it) • Receives property tax proceeds and Personal Property Replacement Tax (PPRT) proceeds and deposits appropriate amount in Library Fund Chase account |
| Building | <ul style="list-style-type: none"> • Provides all maintenance to building including HVAC service and maintenance • Manages capital improvements • Until columns, funded and managed all renovation and maintenance for building • Pays natural gas (after Library therms are expended) • Manages and pays pest control, cleaning service, fire alarm system, burglary alarm system and security system • Contracted for 10 year capital maintenance assessment | <ul style="list-style-type: none"> • Owns property Library was built on and therefore owns Library building • Approves capital budget and 5 year capital plan proposed by Library Board (CPS 23) • Includes Library in water and electric utilities as well as garbage removal (assuming under franchise agreements) |
| Grounds | <ul style="list-style-type: none"> • Completes snow removal on sidewalks adjacent to building • Maintains sprinkler system maintenance contract and manages controls • Responsible for flag except Memorial Day when City staff adjust all City flags | <ul style="list-style-type: none"> • Owns property including parking lot including staff parking spaces, area around book drop, etc. • Owns and maintains City Commons (grounds surrounding Library) • Maintains drainage system • Maintains all landscaping • Responsible for snow removal in parking lot and public sidewalks |
| Accounting | <ul style="list-style-type: none"> • General bookkeeping and accounting • Monthly financial reporting • Responsible for investments • Supports field work of annual audit • Reimburses City for audit costs | <ul style="list-style-type: none"> • Library Chase account • Check printing services • Accounting software • Selects and contracts with auditor |
| Payroll | <ul style="list-style-type: none"> • Management and Administration reviews and approved timesheets | <ul style="list-style-type: none"> • City processes payroll and codes expenditures to Library Fund |

| | | |
|-------------------|---|---|
| Employee Benefits | <ul style="list-style-type: none"> • Pays for Library medical, dental, vision and life insurance employer contributions | <ul style="list-style-type: none"> • Administers and pays Library contribution for IMRF • Administers all employee benefits |
| Vehicle | <ul style="list-style-type: none"> • Purchased and owns | <ul style="list-style-type: none"> • Administers maintenance and provides gas |
| HR support | <ul style="list-style-type: none"> • All hiring, compensation, evaluation • Separate pay scale and strategy • Library employee handbook • Sometime recognized as City employees • In-house HR support • Contracts with HR Source for additional support | <ul style="list-style-type: none"> • Maintains official personnel records • Includes Library employee handbook as addendum to City handbook • Administers and pays Library employment tax contributions • Administers payroll |
| Insurance | <ul style="list-style-type: none"> • Cyber security and fine art | <ul style="list-style-type: none"> • Selects, administers and pays for all other |
| IT | <ul style="list-style-type: none"> • All Library tech and website including phones, internet service and managed IT support | <ul style="list-style-type: none"> • Library Board meeting videos |

The FY21 budget includes the assumption that the City of Park Ridge will continue to provide the following services to Park Ridge Public Library:

1. Administers and pays employer contributions for IMRF and FICA taxes for each Library employee
2. Administers and pays for Library insurance coverage for excess workers compensation, employee accident, public liability (all City board and commissions), and excess liability and property insurance for the Library building and City parking lot adjacent to the Library
3. Provides general banking for co-mingled funds in operating account only; provides check printing services and financial accounting software
4. Provides general human resources support including maintenance of official personnel records of Library employees
5. Processes payroll of Library employees including software licensing fees for payroll software
6. Administers employee benefits program including health, dental, vision, life insurance, 457 plans and employee assistant program
7. Includes Library in City gas and electric utilities franchise agreements as well as any other benefits the City received to the extent permitted by such franchises and applicable law
8. Waives costs for water and sewer services
9. Administers and pays for garbage removal
10. Maintains City Commons (grounds surrounding Library building) including drainage system, landscaping and planters
11. Provides snow removal services in City parking lot adjacent to the Library and public sidewalks including Library staff parking area
12. Provides maintenance, gas and insurance for the Library van (replacement would be purchased by Library)

Note: Changes in service may need to be addressed with a budget transfer/amendment by one or both of the organizations involved.

A Layman’s Evaluation of Different Document Types for the IGA Committee of the PRPL Board

| | PROS | CONS | COMMENTS |
|--|--|--|--|
| Full Contract ¹ | Clear cut contract provisions | Least flexible, most costly, possibly unworkable. | Enforcement is expensive and time consuming. While the idea of a contract may appeal to the attorneys (a) it’s highly unlikely that Mayoral appointees will sue the City for non-performance, (b) given that Trustees enter and leave the PRPL annually, trials may exceed the length of time that the entire PRPL board serves. |
| Inter Government Agreement ² | Contract defined by Illinois Law | Contract CONSTRAINED by Illinois Law | Probably better suited as an agreement between two entities where officials of one body are not appointed by the members and leader of the other party. |
| Memorandum of Understanding ³ | Clear Cut, More flexible, Less Costly than Full Contract | Enforcement is undefined. | TBD |
| Council Policy Statement ⁴ | Unilateral | Non-binding on PRPL and subject to City Council unilateral revision. | Currently off the table based on guidance of City’s outside counsel. |
| Library Policy Statement ⁵ | Unilateral. Does not require City approval. Assuming legal approval, PRPL can implement within a month or two. | Non binding on PRPL or on the City | Solely documents the assumptions, without agreement by the City. |

Submitted by Secretary Josh Kiem to Director Heidi Smith for IOMA compliant communication and discussion by the IGA subcommittee on November 5, 2019.

¹ A full legal contract that spells out the responsibilities of the parties on both sides, including enforceability.

² A document constructed per the terms of (5 ILCS 220/) Intergovernmental Cooperation Act.

³ The key **difference between a contract and a memorandum of understanding** is enforceability. **Contracts** are created when two or more parties intend to create a legally enforceable agreement. ... Parties to **contracts** are legally obligated to comply with the terms and conditions of the agreement.

⁴ This was proposed by Alderman Melidosian and was drafted. The City’s outside legal counsel has rejected this option in favor of a “contract.”

⁵ Kiem fall back proposal: a Library Policy Statement that authorizes a specific addendum to be added to the budget submittals sent to the City. The Specific Addendum is intended to spell out explicitly the budgetary assumptions that were used in the development of the operating, capital, and cash flow budgets. These may include scope assumptions [e.g., the parking lot belongs to the City and the Library requests X parking spaces for Y and Z reasons], Budgetary assumptions [e.g., Payroll Processing, HR, insurance, etc. etc. have traditionally been City provided services provided without cost to the PRPL and the assumption is status quo.], etc. etc. Such Specific Addendum would be submitted part and parcel of the Budget and the Levy Request....