

## **EXHIBIT B**

### **INTERGOVERNMENTAL AGREEMENT**

This Agreement made as of the \_\_\_ day of \_\_\_\_\_, 2001, by and between the Village of Rosemont, Cook County, Illinois, an Illinois home rule municipality ("Rosemont" or the "Village") and the Des Plaines Library District, a body corporate and politic (the "Library District").

#### **RECITALS:**

A. This Agreement is made pursuant to provisions of the Constitution and statutes of the State of Illinois, including, but not limited to Article 7, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

B. There is no public library located within the corporate limits of Rosemont.

C. Rosemont currently has a program where it reimburses Rosemont residents for 75% of the cost of obtaining the privilege of utilizing the facilities and services of the Library District (the "Reimbursement Program").

D. At the current time under the Reimbursement Program residents of Rosemont are required to pay the Library District the full annual cost of obtaining the privilege of utilizing the facilities and services of the Library District, and then apply to the Village for reimbursement of 75% of this cost.

E. Rosemont and the Library District find that it will make it more convenient for

Rosemont residents to obtain the privilege of using the Library District's services and facilities and thereby encourage the use by Rosemont residents of the facilities and services provided by the Library District, if Rosemont pays directly to the Library District the 75% of the annual cost of obtaining the privilege of utilizing the Library District's services and facilities for which Rosemont reimburses Rosemont residents, rather than require the Rosemont resident to pay the full cost to the Library District and then seek reimbursement from the Village.

F. Rosemont and the Library District have determined that it is in their mutual interests to enter into this Agreement which provides for Rosemont to pay directly to the Library District the 75% of the annual cost which Rosemont now pays under the Reimbursement Program for those Village residents who purchase the privilege to use the facilities and services of the Library District

WHEREFORE, in consideration of the mutual covenants set forth below, Rosemont and the Library District agree as follows:

1. The Library District shall issue a library card or other identification (a "Library Card") which permits a person (and the members of his or her immediate family) to utilize the facilities and services provided by the Library District to a person who is a resident of Rosemont and applies for the right to use the Library District's services and facilities provided each of the following conditions are met:

A. The Rosemont resident must pay to the Library District 25% of the cost that persons residing outside the Library District are required to pay in order to be able to utilize the facilities and services provided by the Library District. This payment must be made at the time the Rosemont resident submits the application for a Library Card.

- B. At the time the Rosemont Resident submits the application, the Rosemont resident must present to the Library District two different types of pieces of identification which show that the Rosemont resident resides in Rosemont. The types of pieces of identification may be a driver's license, voters registration card, lease, rent receipt, real estate tax bill, or a utility bill.
  - C. The Rosemont resident must not be disqualified from using or otherwise ineligible to use the facilities and services of the Library District under the Library District's rules and regulations.
2. The Library District shall invoice Rosemont for 75% of the cost that persons residing outside the Library District are required to pay in order to be able to utilize the facilities and services provided by the Library District for each Village resident (and family) who is granted the privilege to utilize the services and facilities provided by the Library District pursuant to the provisions of Section 1 of this Agreement. Each invoice issued by the Library District shall list or otherwise state the name and address of the Rosemont residents or families who are covered by the invoice.
3. The Village shall pay all invoices issued in accordance with Section 2 of this Agreement within 45 days from the date the invoice is received. If a person who the Village believes is not a resident of the Village is included in an invoice, Rosemont shall notify the Library District within 45 days after the date the invoice is received. If Rosemont notifies the Library District within the 45 day period that a person listed in an invoice is not a Village Resident, Rosemont shall not be required to pay that portion of the invoice attributable to such person, and the Library District may cancel that person's Library Card. If Rosemont fails to notify the Library District that a person listed in an invoice is not a resident of Rosemont within 45 days after the date the invoice is received, Rosemont shall still be required to pay that portion of the invoice attributable to such person.

4. This Agreement may be terminated by either Rosemont or the Library District by giving not less than thirty (30) days written notice of termination to the other party, provided that any Library Card issued prior to the effective date of the termination shall remain valid until its regular expiration date.

5. All notices provided for in this agreement shall be made in writing. A notice or invoice that is sent postage prepaid shall be deemed to be received two business days after the notice is deposited in the United States Mail and addressed as follows:

If to Rosemont:

Village of Rosemont  
9501 Devon Avenue  
Rosemont, IL 60018  
Attn: John Hochstettler, Finance Officer

If to the Library District:

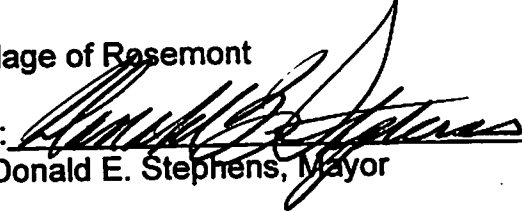
Des Plaines Library District  
\_\_\_\_\_  
Des Plaines, IL 60018  
Attn: \_\_\_\_\_

Otherwise, notice shall be deemed to be given when the notice is actually received by the party to whom it is directed. Either party may change to another address, the address to which notices are being sent by giving prior written notice to the other party. For purposes of this Agreement, a business day is any day from Monday through Friday on which there is regularly scheduled mail delivery.

10. This agreement may be modified or amended only by written instrument signed by both Rosemont and the Library District.

This Agreement is made as of the date and year set forth above.

Village of Rosemont

By:   
Donald E. Stephens, Mayor

Attest:

  
Rosalie Lennstrom, Clerk

Des Plaines Library District

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

Attest:

\_\_\_\_\_  
Secretary

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