

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
ORLAND PARK, ILLINOIS, AND THE ORLAND PARK PUBLIC LIBRARY,
ORLAND PARK, ILLINOIS, PROVIDING FOR VILLAGE
FUELING OF ORLAND PARK LIBRARY MOTOR VEHICLES**

This Agreement is made and entered into this 18th day of April, 2011, between the Village of Orland Park, Illinois, a home rule municipal corporation, hereinafter referred to as "Village" and the Orland Park Public Library, Orland Park, Illinois, hereinafter referred to as the "Library."

WHEREAS, the parties hereto are units of local government and the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local governments to contract or otherwise associate among themselves in any matter not prohibited by law or ordinance; and

WHEREAS, Illinois Compiled Statutes, Chapter 5, Act 220, Section 1, et seq., entitled the "Intergovernmental Cooperation Act," provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised jointly with another unit of local government; and

WHEREAS, the Village, through a public competitive bidding process purchases motor vehicle fuel (gasoline and diesel) for its official vehicles thus allowing the Village to purchase such fuel at wholesale prices based on the volume purchased; and

WHEREAS, the taxpayers of the Library would benefit from an agreement whereby the Library would purchase motor vehicle fuel for the Library's vehicles at the price therefore paid by the Village.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the parties hereto, it is agreed by and between the parties as follows:

SECTION 1

The preamble hereto shall be and hereby constitutes a part of this Agreement.

SECTION 2

This Agreement is made pursuant to the above-cited provisions of the Illinois Constitution and the laws of the State of Illinois.

SECTION 3

The Library shall obtain from the Village motor vehicle fuel for the Library's official vehicles by using the Village's refueling facilities located at the Village's Public Works site, 15655 S. Ravinia Avenue, Orland Park, Illinois, or at such other locations as may be designated by the Village. Such refueling shall be accomplished in accordance with procedures established from time to time by the Village and at the sole cost and liability of the Library.

SECTION 4

The Village shall, on a monthly basis, report in writing to the Library as to the fuel gallons consumed by the Library. Such report shall be accompanied by a Village invoice detailing the charges to be paid by the Library based upon the fuel consumed by the Library and the Village's cost per gallon for such fuel. The Village's "cost per gallon" charge shall include a an additional "per gallon" Annual Maintenance Fund and Capital Expense Fund surcharge and an annual Administrative Fee defined in, and included herewith as Attachment A. The invoice shall be paid by the Library within twenty (20) days of the Library's receipt thereof.

SECTION 5

This Agreement shall remain in full force and effect from the date hereof until it is terminated as provided for in this Section. Either party may terminate this Agreement upon delivery of a written notice to the other party as least 30 days before the intended termination date, which must coincide with the end of a calendar month. Such notice shall be either personally delivered or sent by certified mail, return receipt requested.

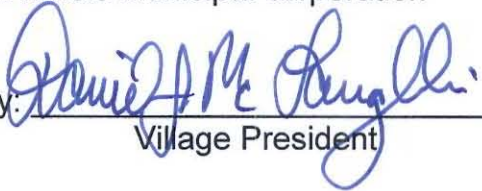
SECTION 6

This Agreement shall only be amended by a written instrument approved and signed by all parties hereto. Such amendment shall take effect immediately upon its execution.

SECTION 7

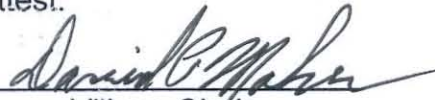
This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

By: 

Village President

Attest:


Village Clerk

ORLAND PARK PUBLIC LIBRARY

By: 

President

Attest:


Secretary

Attachment A

Gasoline and Diesel fuel purchased by the Orland Park Library (Library) shall be billed on a monthly or other periodic basis as mutually agreeable.

The billings shall include the quantities of fuel delivered by the Village bulk fuel system to each authorized Library user. The gallons delivered shall be multiplied by a "Cost per Gallon" charge billed to the Village by the Village's fuel vendor to determine the "Cost of Fuel" for the Library billing.

For the period beginning January 1, 2011 and ending December 31, 2011, the periodic billings shall also include an additional \$0.0207 cents per gallon Annual Maintenance Fund surcharge as an appropriate fair share of the permitting, inspection, operational, and licensing costs and fees associated with the Village's bulk fuel dispensing system. This per gallon surcharge will be recalculated at the beginning of the each Village fiscal year.

A \$.0145 cents per gallon Capital Expense Fund surcharge shall be assessed and billed monthly, based upon the monthly gallons delivered by the Village to the Library. Said Capital Expense Fund surcharge shall be accumulated and used towards Pro-Rata costs that may be incurred by the Village for more major costly work required to repair, upgrade or rebuild the fuel dispensing facility. This per gallon surcharge will be recalculated at the beginning of the each Village fiscal year.

A flat annual Administrative fee of \$300 shall be added to the first billing statement of each calendar year.

All users of the bulk fuel dispensing facility, including the Village, shall pay into the Capital Expense Fund based upon consumption, commencing with 2010 as the basis for aggregate consumption. Capital repairs or improvement costs exceeding the value of the Capital Expense Fund shall be borne on a Pro-Rata basis based upon consumption from January 1, 2011 to the date of the capital expense, and shall be billed upon completion of the repair, payable per the terms of this Intergovernmental Agreement providing for said fuel purchases.