**INTERGOVERNMENTAL AGREEMENT**

**FOR LIBRARY SERVICES**

***PLEASE CONSULT WITH YOUR LIBRARY ATTORNEY AND BOARD OF TRUSTEES PRIOR TO ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT***

**THIS INTERGOVERNMENTAL AGREEMENT FOR LIBRARY SERVICES** (“***Agreement***”) is made and entered into this day of , 20\_\_ (the “***Effective Date***”), by and between , an Illinois school district organized and operating pursuant to the School Code, 105 ILCS 5/1-1, *et seq.* (the “***School***”) and the Library District, a district library organized and operating pursuant to the Public Library District Act of 1991, 75 ILCS 16/1-1, *et seq.*, (the “***Library***”). The School and the Library may be referred to individually as “***Party***” or jointly as “***Parties***” throughout this Agreement.

**RECITALS**

 **WHEREAS,** Article VII, Section 10 of the 1970 Constitution of the State of Illinois provides that units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function of Government in any manner not prohibited by law or ordinance; and

 **WHEREAS**, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, authorizes units of local government to contract with other local governments to perform any governmental service, activity, or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the agencies entering into the contract is authorized by law to perform; and

 **WHEREAS**, Section 30-55.40 of the Public Library District Act, 75 ILCS 16/30-55.40 authorizes the Library to contract with any public or private entity for the purpose of providing or receiving library services; and

**WHEREAS**, the Library is willing to cooperate with the
School to furnish economical, efficient, and comprehensive library services as described herein; and

**WHEREAS**, the Parties believe that the provision of library services by the Library to School will provide benefits to the Library, the School, and the general public, and therefore the Parties hereto believe it is in their best interests to enter into this Agreement.

**NOW, THEREFORE,** in consideration of the mutual promises herein stated and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**Section 1. Library Services**. Subject to the terms and conditions of this Agreement, the Library will provide library services using its facilities, equipment, and materials to School [faculty and/or students] (the “***Library Services***”). The Library Services will be provided in accordance with the Library’s policies and procedures, which School acknowledges will apply throughout the term of this Agreement. The Library Services include, but are not limited to:

1. Use of public library facilities owned and operated by the Library.
2. Use of Library equipment and resources, including Library computers, printers, WiFi, and other resources available through the Library.
3. Access to the Library’s physical and digital collections, databases, and streaming services.
4. Ability to reserve Library meeting rooms and facilities for use in accordance with Library policies.
5. Other services that are provided to residents and patrons of the Library in its usual course of business.
6. [INSERT OTHER SERVICES IF DESIRED]

Notwithstanding any other provision of this Agreement, the Library Services provided according to this Agreement do not include the following:

1. [INSERT EXCLUDED SERVICES IF DESIRED]

**Section 2. Hours of Operation**. The Library will provide Library Services to the School during the regular hours of operation for the Library. The Library may also schedule hours for access to Library Services by School, or limit the use of Library Services by School in its sole discretion, provided that the Library provides at least seven (7) days’ prior written notice to School of any schedule changes or limitations.

**Section 3**.  **Consideration for Library Services.**

1. Payment for Library Services.
2. *Services Fee*. The School will pay to the Library a monthly fee of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the provision of Library Services (“***Services Fee***”). The Services Fee is to compensate the Library for those costs associated with providing Library Services, and has been calculated to recognize the principle of equity or cost of services as provided for in the Public Library District Act of 1991, 75 ILCS 16/30-55.40. The Services Fee will be reevaluated and adjusted on an annual basis for the Term set forth in Section 8(a) to reflect any increase in the Library’s cost for providing Library Services.
3. *Payment for Losses & Damages*. The School will pay to the Library compensation for the loss or damage to any Library materials provided to School under this Agreement, in accordance with the Library’s policy related to fines and fees.
4. *Invoices*. The Library will send the School an invoice on a monthly basis for the Services Fee and any Loss or Damage Fees. School will pay the invoice in accordance with the Local Government Prompt Payment Act, 50 ILCS 505, *et seq.*
5. Facility Use. The School grants the Library access to its facilities during regularly staffed, open hours, at no charge, on dates to be mutually agreed upon by the Parties. The Library’s requests for the use of the School’s facilities will be made in writing using the form(s) provided by School and will be made by the Library at least thirty (30) days in advance of the date requested. The School reserves the right to accept or reject the Library’s request, provided that alternate dates are proposed by School in the event the date(s) proposed by the Library are rejected for any reason. The Library agrees to abide by the School’s facility use and visitor policies. The Library is responsible for the cost of repair for any damages to the School facilities, beyond normal wear and tear, that occur in connection with the Library’s use of the facilities.
6. Library Programs. The School will permit the Library to attend and present programs to students regarding Library services, resources, and activities on dates mutually agreed upon by the Parties.
7. Library Materials. The School will print and distribute Library materials, including \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_ provided by the Library to all students.
8. Library Publicity. The School will provide a link to the Library website from the School’s website and circulate information about upcoming Library programs to School families via the School’s [newsletter/announcements].
9. [INSERT OTHER CONSIDERATION IF DESIRED]

**Section 5**. **Library Property**. Nothing contained in this Agreement will be construed to transfer, convey, license, or otherwise alter ownership or title to the facilities or personal property owned by or under the control of the Library, including but not limited to Library buildings, furniture, equipment, books, or periodicals (“***Property***”), or any Property purchased with Library funds during the term of this Agreement. The Library will retain sole title, ownership, and control of its Property.

**Section 6**. **Library Users**. Patrons, residents, and cardholders of the Library will have unaltered access to Library facilities and Library Services for the term of this Agreement.

**Section 7. Publicity**. Any statements or materials published related to the Library Services provided under this Agreement will be made jointly by the Library and School, and is subject to the approval of both Parties. Each Party agrees to review, and approve or reject, any statements or materials within fourteen (14) days of receipt from the other Party. The failure to approve or reject materials within the timeframe set forth herein will be construed to be a rejection of the statement of materials. Neither Party will unreasonably withhold its approval of any such statements or materials.

**Section 8**. **Term; Termination**.

1. Term. The term of this Agreement will commence on the Effective Date and shall continue of a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ years (the “***Term***”), with the Term expiring on \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_ unless earlier terminated under Section 8(b) or 8(c) of this Agreement.
2. Termination for Convenience. Either Party may terminate this Agreement without cause and for convenience by providing at least thirty (30) days’ prior written notice of the effective date of termination.
3. Termination for Cause. The Library may terminate this Agreement during its Term for cause, which includes a material breach of this Agreement by School. Before the Library terminates this Agreement for cause, it will give the School notice of the breach and thirty (30) days to cure. The Library reserves the right to terminate this Agreement for cause if the School no longer uses the Library services.

**Section 9**. **Indemnification.** To the fullest extent permitted by law, School will indemnify, defend, and hold harmless the Library and its Trustees, Officers, Employees, and Agents from losses, injuries, damages, or claims (including reasonable attorneys’ fees and court costs) arising out of or relating to the Library Services provided under the terms of this Agreement.

**Section 10**. **Insurance**. The School agrees to procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or relate to the Library Services provided under the terms of this Agreement. The cost of such insurance will be borne by the School. Coverage must be at least as broad as Commercial General Liability (“***CGL***”) insurance written on Insurance Services Office (“***ISO***”) occurrence from GG 00 01 10 93, or a substitute providing equivalent coverage, and must cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

1. Minimum Limit of Insurance. General liability insurance must be for $1,000,000.00 combined single limit per occurrence for bodily, personal injury, and property damage. If CGL insurance or other firm with a general aggregate limit is used, the general aggregate limit must be twice the required occurrence limit.
2. Required Provisions. The Library must be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. The coverage must contain no special limitations on the scope of protection afforded to the Library, its Trustees, Officers, Employees, and Agents. Any insurance or self-insurance maintained by the Library, its Trustees, Officers, Employees, or Agents will be excess of School’s insurance and will not contribute with it. Coverage must state that School’s insurance applies separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
3. Verification of Coverage. School must provide the Library with certification of insurance and with original endorsements, if applicable, effecting coverage required by this clause. The certification and endorsements of each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received by the Library within seven (7) days of the Effective Date. The Library reserves the right to request complete, certified copies of all required policies at any time.
4. No Waiver. Failure of the Library to demand any certificate, endorsement, or other evidence of full compliance with these insurance requirements, or failure of the Library to identify a deficiency from evidence that is provided will not be construed as a waiver of the School’s obligation to maintain such insurance.

**Section 11**. **Additional Terms and Conditions**.

1. Relationship of the Parties. School is an independent contractor of the Library. Nothing in this Agreement will be construed to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Library and School, or their respective Elected Officials, Officers, Employees, or Agents.
2. Notice. Any notice or communication required or permitted to be given under this Agreement must be in writing and delivered (i) personally, (ii) by a reputable overnight courier, (iii), by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid to the following:

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| If to the Library:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name/title)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address #1)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address #2)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (city/state/zip) | If to the School:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name/title)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address #1)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address #2)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (city/state/zip) |

1. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the School will be made or valid against the Library.
2. Amendment. No amendment or modification to this Agreement will be effective until reduced to writing and approved and executed by both Parties.
3. Non-Waiver. No Party is under any obligation to exercise any of the rights granted to it in this Agreement. The failure of either Party to exercise at any time any right granted to such Party will not be deemed or construed to be a waiver of that right, nor will the failure void or affect the Party’s right to enforce that right or any other right.
4. Governing Law; Venue. This Agreement is governed by, and enforced in accordance with the laws of the State of Illinois. Venue for any dispute arising out of this Agreement will be in the Circuit Court of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Illinois.
5. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.
6. Authority to Execute. Each Party to this Agreement hereby warrants and represents to the other Party that the persons executing this Agreement on its behalf have been properly authorized to do so by the governing authority of such Party.

**In witness thereof**, the Parties have executed this Agreement on the day and date appearing before their respective signatures.

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| **The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LIBRARY district** By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ School district, no. \_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |