

# INTERGOVERNMENTAL AGREEMENT

## FOR LIBRARY SERVICES

**Disclaimer: Please consult with your library's attorney and board of trustees prior to entering into an intergovernmental agreement.**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ of \_\_\_\_\_ County, Illinois, a body politic, hereinafter referred to as the “ \_\_\_\_\_,” and the \_\_\_\_\_ LIBRARY or LIBRARY DISTRICT, a body politic, hereinafter referred to as the LIBRARY or LIBRARY DISTRICT.

### WITNESSETH:

**WHEREAS**, the LIBRARY or LIBRARY DISTRICT listed above is either a local library established pursuant to the Local Library Act, 75 ILCS 5/1-1, et seq. or a library district established pursuant to the Library District Act of 1991, 75 ILCS 16/1-1 et seq., and is hereby contracting with an Illinois public entity or private corporation established pursuant to state statute; and

**WHEREAS**, pursuant to Article VII, Sec. 10 of the Illinois Constitution of 1970, the Intergovernmental Agreement Act, 5 ILCS 220/1 et seq., and pursuant to the Illinois Compiled Statutes pertaining to libraries, specifically, 75 ILCS 5/4-7(8) for public libraries and 75 ILCS 16/30-55.40 for public library districts, the Governing Body of each of the said entities is empowered and authorized to enter into intergovernmental contracts and agreements for library services with other entities in order to contract for library services outside the political boundaries of said LIBRARY; and

**WHEREAS**, the LIBRARY or LIBRARY DISTRICT is willing to cooperate with the \_\_\_\_\_ to furnish economical, efficient, and comprehensive library services for the residents of the \_\_\_\_\_ as described herein.

**NOW, THEREFORE**, in consideration of the mutual undertaking and covenants of the parties hereto as herein set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

#### **1. Library Services**

The LIBRARY or LIBRARY DISTRICT agrees to provide library services using its facilities, equipment, and materials at the Library to all \_\_\_\_\_ pursuant to the Library's usual policies and practices. The LIBRARY or LIBRARY DISTRICT also agrees to make such facilities, equipment, and materials available to the \_\_\_\_\_

\_\_\_\_\_ pursuant to the terms and conditions of this Intergovernmental Agreement and as may otherwise be mutually agreed upon between the LIBRARY or LIBRARY DISTRICT and the \_\_\_\_\_ and which is reduced to writing and incorporated as an amendment to this Intergovernmental Agreement.

1. Other limitations as may be deemed appropriate.

**2. Maintenance; Closing**

The LIBRARY or LIBRARY DISTRICT reserves the right to close the Library for necessary maintenance by notifying the \_\_\_\_\_ of such closing as far in advance as practical. The LIBRARY or LIBRARY DISTRICT shall not be liable to the \_\_\_\_\_ for the loss of use of the Library or to provide an alternate facility. The \_\_\_\_\_ shall notify the LIBRARY or LIBRARY DISTRICT no less than twenty-one (21) days before any event for which \_\_\_\_\_ may seek use of the LIBRARY or LIBRARY DISTRICT rooms or facilities including the date, time, subject, number of expected attendees, equipment needed, and other additional information as requested by the LIBRARY or LIBRARY DISTRICT.

The LIBRARY or LIBRARY DISTRICT shall consider such requests pursuant to its regular policies/procedures regarding building use by outside groups subject to any limitations set forth herein or in any amendment hereto.

Should the closing of the Library's primary building ever last more than thirty (30) consecutive calendar days, and the closing is not due to a fire or other damage to the Library, the LIBRARY or LIBRARY DISTRICT shall, at its option, either provide an alternate facility or refund a pro rata portion of the Operation Costs pursuant to Paragraph 8 of this Intergovernmental Agreement, paid to the LIBRARY DISTRICT during the period of the closing.

**3. Hours of Operation**

The LIBRARY or LIBRARY DISTRICT shall provide Library service to \_\_\_\_\_ during the regular LIBRARY or LIBRARY DISTRICT hours. The LIBRARY or LIBRARY DISTRICT may also schedule hours of operation during non-regular hours at its discretion or limit the days and/or hours of use by \_\_\_\_\_ as set forth in Amendment A.

The Library Director will schedule personnel to work non-Library hours as deemed necessary to provide public library service at the times established in Amendment A. The Library Director shall have the responsibility of establishing and implementing all Library scheduling for \_\_\_\_\_ including community activities, school classes, and all meetings in order to insure use of the Library is consistent with this Intergovernmental Agreement.

**4. Title to Property**

The LIBRARY or LIBRARY DISTRICT shall retain title to all the personal property it owned prior to the effective date of this Intergovernmental Agreement, including but not limited to books, periodicals, furnishings, and equipment (“Property”), and to Property it purchases with its own funds after the effective date of this Intergovernmental Agreement.

**5. Library Users**

All holders of a valid system Library card granted under this Agreement shall be allowed to use the Library during hours set forth in Amendment A.

The LIBRARY or LIBRARY DISTRICT reserves the right to remove any group or individual from the Library if that group or individual violates any LIBRARY or LIBRARY DISTRICT policy or practice, becomes disruptive to the educational process or in any manner poses a danger or disruption to him/herself, other patrons, students, property, or staff. Provided, however, that if the individual or group to be removed is under the jurisdiction or custody of the \_\_\_\_\_, the removal decision shall be communicated to any supervisory personnel of the \_\_\_\_\_ then present at the LIBRARY or LIBRARY DISTRICT.

**6. Insurance**

The LIBRARY or LIBRARY DISTRICT will provide appropriate property damage insurance for its Property. The \_\_\_\_\_ agrees to purchase property, auto, workers’ compensation and general public liability insurance, including civil rights coverage, with limits equal to or greater than those of the LIBRARY or LIBRARY DISTRICT’S policy respective coverage limits. The \_\_\_\_\_ insurance policies shall list the LIBRARY or LIBRARY DISTRICT as an “additional insured” on its general liability policy and provide the LIBRARY or LIBRARY DISTRICT with a copy of its certificate of liability insurance.

**7. Financial**

The LIBRARY or LIBRARY DISTRICT reserves the right to reduce any or all general Library services at the Library during the term of this Intergovernmental Agreement.

The \_\_\_\_\_ shall pay to the LIBRARY or LIBRARY DISTRICT an annual fee (“Operation Costs”). The Operations Costs are to compensate the LIBRARY or LIBRARY DISTRICT for those costs associated with the provision of Library utilities, general maintenance and upkeep, supplies, and the additional custodial time necessary to maintain the Library. For the LIBRARY, its use shall be based on such terms and conditions as the LIBRARY Board shall from time to time by its regulations prescribe.

(75 ILCS 5/4-7(12))(2014). For the LIBRARY DISTRICT, the Operation Cost shall recognize the principle of equity of cost of services to non-residents expressed in the Library District Act of 1991. (75 ILCS 16/30-55.40)(2014) The Operation Costs shall be increased each year in direct proportion by the increase in the LIBRARY or LIBRARY DISTRICT'S costs for these expenses. The LIBRARY or LIBRARY DISTRICT shall send the \_\_\_\_\_ an invoice monthly for the Operational Costs and the \_\_\_\_\_ shall pay the invoice in accordance with the Local Government Prompt Payment Act.

The \_\_\_\_\_ shall also pay the Library for the loss or damage to any Library materials provided to non-residents under this contract upon any invoice by the Library within thirty (30) days of receipt of said invoice.

**8. Capital Equipment (Optional)**

The LIBRARY or LIBRARY DISTRICT and the \_\_\_\_\_ agree to share equally in the purchase of capital equipment. For each piece of capital equipment a five (5) year straight line depreciation/devaluing schedule shall be created. Upon completion of this schedule the equipment shall become the property of the LIBRARY or LIBRARY DISTRICT, unless the LIBRARY or LIBRARY DISTRICT and the \_\_\_\_\_ otherwise agree. It is agreed that upon the termination of this Intergovernmental Agreement, the LIBRARY or LIBRARY DISTRICT shall pay to the \_\_\_\_\_ one half the remaining depreciated value of equipment and thereafter equipment shall become the property of the LIBRARY or LIBRARY DISTRICT.

**9. Amendments to the Intergovernmental Agreement**

This Intergovernmental Agreement may be amended by mutual consent, providing that the party desiring the amendment shall give the other party written notice of such proposed amendment. This Intergovernmental Agreement may only be amended in writing and after formal approval at a public meeting has been given by both Party's Boards and signed by authorized representatives of each Board. Any amendment to this Intergovernmental Agreement must be reduced to writing, signed by authorized representatives of each Board, and attached to this Intergovernmental Agreement.

**10. Term and Renewal of Intergovernmental Agreement**

This Intergovernmental Agreement shall be in full force and effect from [START DATE], the date the last of the two below-named parties first approved this Intergovernmental Agreement ("Effective Date") and shall continue for the period of \_\_\_\_\_ years ("Term") and terminated upon [END DATE] unless terminated earlier pursuant to the terms of this Paragraph 10.

Either undersigned party may terminate this Intergovernmental Agreement during the

Term without cause provided written notice has been given to the other undersigned party, at least ninety (90) days prior to the effective date of the termination. Any such notice must be by U.S. Postal Service first-class mail, postage paid return receipt requested, addressed to the President of the Board of Trustees at their official address.

Either the LIBRARY or LIBRARY DISTRICT or \_\_\_\_\_ may terminate this Intergovernmental Agreement during its Term for cause, which shall include any material breach of this Intergovernmental Agreement by the other party. Before either party may terminate this Intergovernmental Agreement for cause, it must first give the other party notice of the breach and thirty (30) days to cure the breach. The LIBRARY or LIBRARY DISTRICT shall have the right to terminate this Agreement for cause if the non-residents of the \_\_\_\_\_ no longer use the Library.

**11. Savings Clause**

It is mutually understood and agreed that all agreements and covenants herein, including all addenda, are severable and that in the event any of them shall be held invalid by a court of competent jurisdiction, this Intergovernmental Agreement shall be interpreted as if such invalid agreement, covenant, or addendum were not contained herein.

**12. Publicity**

A. The \_\_\_\_\_ shall review all materials distributed through the entity, excluding the Library itself, that have been prepared by the LIBRARY or LIBRARY DISTRICT to determine if they are consistent with the terms and conditions of this Intergovernmental Agreement. The LIBRARY DISTRICT shall provide all such materials to the \_\_\_\_\_'s Chief Executive Officer or his/her designee for review. If the materials have not been reviewed by the \_\_\_\_\_ within five (5) days after its receipt from the LIBRARY DISTRICT, then the LIBRARY DISTRICT may proceed with their publication without the \_\_\_\_\_'s review.

B. The LIBRARY or LIBRARY DISTRICT shall review all materials distributed through the \_\_\_\_\_, excluding the Library itself, that have been prepared by the \_\_\_\_\_ to determine if they are consistent with the terms and conditions of this Intergovernmental Agreement and the policies and procedures of the LIBRARY or LIBRARY DISTRICT. The \_\_\_\_\_ shall provide all such materials to the LIBRARY or LIBRARY's Director or his/her designee for review. If the materials have not been reviewed by the LIBRARY or LIBRARY DISTRICT within five (5) days after its receipt from the \_\_\_\_\_, then the \_\_\_\_\_ may proceed with their publication without the LIBRARY or LIBRARY DISTRICT's review.

**13. Notice**

Any notice required to be given under this Agreement shall be sufficient if it is in writing and sent by mail, to the LIBRARY or LIBRARY DISTRICT Board of Trustees at

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and to the \_\_\_\_\_'s address at

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**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be executed by their respective Presidents and Secretaries pursuant to Resolutions duly adopted by the Boards of the LIBRARY or LIBRARY DISTRICT and \_\_\_\_\_ as of the day and year first above written.

For: \_\_\_\_\_ For: LIBRARY or LIBRARY DISTRICT

BOARD OF TRUSTEES

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Its President Its President

ATTEST: ATTEST:

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Its Secretary Its Secretary

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

**AMENDMENT A**

**HOURS and LIMITATIONS ON OPERATION**

**4828-8737-1809, v. 1**