

**INTERGOVERNMENTAL AGREEMENT FOR SERVICES
OF THE URBANA FREE LIBRARY**

THIS AGREEMENT made and entered into this 5th day of June, 2018, by and between URBANA SCHOOL DISTRICT #116 of Champaign County, Illinois, a body politic, hereinafter referred to as "USD#116," and THE URBANA FREE LIBRARY, a body politic, hereinafter referred to as the "LIBRARY", USD#116 and LIBRARY collectively referred to as the "parties."

WITNESSETH:

WHEREAS, the LIBRARY is a local library organized and operating pursuant to the Local Library Act, 75 ILCS 5/1-1, *et seq.*; and

WHEREAS, USD#116 is a public school district organized and operating pursuant to the School Code, 105 ILCS 5/1-1 *et seq.*; 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, the Governing Body of each of the said parties 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 is willing to cooperate with USD#116 to furnish economical, efficient, and comprehensive library services for the residents of USD#116 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 agrees to provide the full measure of its services using its staff, facilities, equipment, and materials at the LIBRARY to all USD#116 students residing outside the LIBRARY's taxing district boundaries who also qualify for a fee waiver within the USD#116, pursuant to the LIBRARY's usual policies and practices during the regular LIBRARY hours.

2. Title to Property

The LIBRARY shall retain all rights, title and interest in and to all the personal property which it owned prior to the effective date of this Agreement, including but not limited to books, periodicals, furnishings, and equipment, and to Property it purchases with its own funds after the effective date of this Intergovernmental Agreement (collectively hereinafter "Property").

3. **Library Users**

The LIBRARY reserves the right to remove any group or individual for whom this Agreement is intended to benefit from the LIBRARY's building if that group or individual violates any LIBRARY policy, rule, regulation, or practice. Provided, however, that if the individual or group to be removed is under the jurisdiction or custody of USD#116, the removal decision shall be communicated to any supervisory personnel of USD#116 then present at the LIBRARY.

4. **Financial**

In consideration for LIBRARY incurring the costs and expenses of making its facilities, services, equipment, materials, and staff available for the benefit of those persons who are intended beneficiaries of this Agreement, and in recognizing the principle of equity of costs of services to non-residents, USD#116 shall provide the following to LIBRARY:

- The opportunity for LIBRARY staff to access USD#116's online blood-borne pathogen training.
- Delivery of teacher holds/requests to and from the LIBRARY to and from the Pre-K through grade 5 USD#116 schools twice a week.
- Delivery of items returned at LIBRARY return boxes located at Pre-K through grade 5 USD#116 schools once a week to the LIBRARY.
- Translation assistance for LIBRARY documents, as needed.

Notwithstanding the immediate forgoing, LIBRARY serves the right to reduce the provision and availability of and access to its facilities, services, equipment, materials, and/or staff to those persons intended to be benefitted by this Agreement on an as-needed basis.

5. **Amendments to the Intergovernmental Agreement**

This Agreement may only be amended by a writing signed by duly authorized representatives of the parties hereto following formal approval at public meetings convened by the parties' respective governing boards of each party.

6. **Term and Renewal of Agreement**

This agreement shall remain in full force and effect unless and until either party provides the other notice of termination as set forth in Section 7 hereof.

7. **Termination**

Either party may terminate this Agreement with or without cause provided that written notice has been given to the other at least ninety (90) days prior to the effective date of the termination.

In the event that a party (the "Non-Breaching Party") seeks to terminate this Agreement because of a perceived breach by the other party (the "Breaching Party"), the Non-Breaching

Party shall give the Breaching Party written notice of the former's intent to terminate. The notice shall identify the Paragraph which the Non-Breaching Party believes is being breached and a detailed description of the nature of the alleged breach. The Breaching Party shall have seven (7) calendar days in which to (i) cure the alleged breach; (ii) respond in writing that no such breach occurred which shall include evidence of such assertion; or (iii) a timetable in to cure the alleged breach if such cure cannot be accomplished within the aforesaid seven-day period.

8. 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 Agreement shall be interpreted as if such invalid agreement, covenant, or addendum were not contained herein. Notwithstanding the immediate forgoing, in the event that the determination of such court would otherwise render the underlying purpose of this Agreement impossible to perform, then this Agreement shall automatically terminate.

9. Notice

Any notice required to be given under this Agreement shall be sufficient if it is in writing and sent by First Class U.S. Postal Service, Return Receipt Requested, to the LIBRARY Board of Trustees at 210 West Green Street, Urbana, IL 61801 or to USD#116 at 205 N Race St, Urbana, IL 61801, as the case may be.

10. Effective Date

The effective date of this Agreement shall be the latest date appearing on the signature page below.

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 and USD#116 as of the day and year first above written.

For: USD#116

For: LIBRARY Board of Trustees

BY: _____
Its President

BY: _____
Its President

ATTEST:

ATTEST:

BY: _____
Its Secretary

BY: _____
Its Secretary

DATE: June 5, 2018 _____

DATE: _____