

INTERGOVERNMENTAL AGREEMENT FOR LIBRARY SERVICES

This Intergovernmental Agreement (IGA) for Library Services by and between the MT. MORRIS LIBRARY BOARD OF TRUSTEES ("MT. MORRIS LIBRARY"), the OREGON PUBLIC LIBRARY DISTRICT BOARD OF TRUSTEES ("OREGON LIBRARY") (collectively, the "Libraries") and the OREGON COMMUNITY UNIT SCHOOL DISTRICT 220 ("SCHOOL") (collectively, the "Parties" or individually, "Party").

RECITALS

WHEREAS, pursuant to Article VII, Sec. 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.), the Illinois Local Library Act (75 ILCS 5/4-7(8)), and the Public Library District Act of 1991 (75 ILCS 16/30-55.40) the LIBRARIES and the SCHOOL are authorized to enter into intergovernmental agreements for library services;

WHEREAS, the LIBRARIES wish to cooperate with the SCHOOL to furnish library services to students ("STUDENTS") and teachers ("TEACHERS") in Oregon Community Unit School District 220 in order to further the LIBRARIES missions of supporting and encouraging lifelong learning;

WHEREAS, the SCHOOL wishes to cooperate with the LIBRARIES to provide STUDENTS and TEACHERS greater access to LIBRARIES' resources to further the SCHOOLS' mission of educating students to be lifelong learners;

WHEREAS, Section 4-7(12) of the Local Library Act and Section 30-55.60 of the Public Library District Act allows the Libraries to extend the privileges and use of the Libraries to nonresidents upon such terms and conditions as the Boards of each Library shall prescribe; and

WHEREAS, the parties believe that the provision of library services by LIBRARIES and the principles of equity or cost of services described herein provide benefits to the LIBRARIES, SCHOOL, and the general public and believe it is in the best interests of the community to enter into this IGA;

NOW THEREFORE, the Parties agree as follows:

- 1. Library Services – STUDENTS.** The SCHOOL shall deliver to every student in Oregon Community Unit School District 220 a library card application provided by the LIBRARIES. Upon receiving written approval of a STUDENT's parent or guardian, the LIBRARIES will issue the STUDENT a library card providing the same rights and privileges to the STUDENT as other LIBRARY cardholders. STUDENTS residing in Mt. Morris will receive cards from MT. MORRIS LIBRARY and STUDENTS residing in Oregon, or in other areas of the school district without library service (nonresidents), will receive cards from the closest LIBRARY. The STUDENT and his or her parent(s) or guardian(s) will agree to be responsible for the payment of any overdue fines or penalties due to lost or damaged library materials ("Fines, Penalties and Losses"). The MT. MORRIS LIBRARY shall pursue collection of such Fines, Penalties, and Losses for Mt. Morris cardholders, and OREGON LIBRARY for Oregon cardholders. The library services provided to a STUDENT under this IGA will end upon his or her graduation, withdrawal, or transfer from the SCHOOL.
- 2. Library Services- TEACHERS.** The SCHOOL shall deliver to every teacher in Oregon Community Unit School District 220 a library card application provided by the LIBRARIES. Upon receiving a completed application, the OREGON LIBRARY will issue the TEACHER a library card providing the same rights and privileges to the TEACHER as other OREGON LIBRARY cardholders. The TEACHER will be responsible for Fines, Penalties, and Losses for lost or damaged library materials. The OREGON

LIBRARY shall pursue collection for such Fines, Penalties, and Losses in the same manner as other OREGON LIBRARY cardholders. The library services provided to a TEACHER under this IGA will end upon the TEACHER's last day of employment with SCHOOL.

3. **Financial Responsibility.** The parties agree that in respect to any loss of or damage to any library materials provided under this agreement, the Libraries will first pursue the cardholder patron under its general circulation policies and practices for recovery. However, as required by state statute for agreements of this type, OREGON COMMUNITY UNIT SCHOOL DISTRICT agrees to assume financial responsibility for the loss of or damage to any library materials provided to nonresidents under this agreement in the event that they have not been recovered from the cardholder patron. If the Fines, Penalties, and Losses exceed \$1,000.00 annually, the parties shall meet to discuss alternative ways to address Fines, Penalties, and Losses. Additionally, an annual invoice will be submitted to OREGON COMMUNITY UNIT SCHOOL DISTRICT no later than May 15 each year of the agreement.
4. **Library Liaison.** Annually on or before the first day of the new school year, the SCHOOL shall provide the LIBRARIES with the name, title, telephone number, and e-mail address of a contact person at the SCHOOL who is designated to communicate with the LIBRARIES regarding the terms and conditions of this IGA (the "Library Liaison").
5. **Term and Renewal of IGA.** This IGA is effective upon approval and execution by all the Parties and remains in effect until July 1, 2021. Thereafter, this IGA shall automatically renew for periods of one year until termination. Any of the LIBRARIES or the SCHOOL may terminate this IGA at any time without cause or penalty upon thirty (30) days written notice prior to the date of termination (July 1). Termination of this Agreement does not terminate the SCHOOL's liability to pay all compensation as discussed herein.
6. **Consideration.** The parties recognize that persons receiving a OREGON LIBRARY OR MT. MORRIS LIBRARY card under this IGA may not live within the boundaries of a public library established under the provisions of the Local Library Act, 75 ILCS 5/4-7(8) and Public Library District Act 95 ILCS 16/30-55.40 and that this IGA recognizes the principle of equity or cost of services to such cardholders. Therefore, in exchange for extending Library services to STUDENTS and TEACHERS not living within the boundaries of a public library, the parties agree that the SCHOOL will provide the LIBRARIES compensation in the form of in-kind programs and services, or comparable programs and services, to be mutually agreed upon annually by the Oregon and Mt. Morris Library Directors and School Superintendent.
7. **Indemnification.** To the fullest extent permitted by law, each LIBRARY shall indemnify, and hold the other LIBRARIES and the SCHOOL, their board members, officers, administrators, employees, volunteers, and agents ("Library Indemnitees"), harmless against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of this IGA; but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or willful acts or omissions of the Library Indemnitees, including its officials, agents, employees, contractors, volunteers, patrons, participants, and invitees; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1 *et seq.*, or otherwise provided by law.

To the fullest extent permitted by law, the SCHOOL shall indemnify, and hold the LIBRARIES, their board members, officers, administrators, employees, volunteers, and agents ("School Indemnitees"), harmless against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of this IGA; but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or willful acts or omissions of the

School Indemnites, including its officials, agents, employees, contractors, volunteers, patrons, participants, and invitees; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1 et seq., or otherwise provided by law."

The indemnification obligations set forth herein shall survive expiration or termination of this IGA.

- 8. Amendments to this IGA.** Any amendment to this IGA must be reduced to writing and signed by authorized representatives of the LIBRARIES and the SCHOOL.
- 9. Savings Clause.** All agreements and covenants are severable. In the event any agreements or covenants shall be held invalid by a court of competent jurisdiction, this IGA will be interpreted as if such invalid agreement or covenant were not contained herein.
- 10. Notice.** Any notice must be sent by U.S. Postal Service first-class mail, postage at the following addresses, return receipt requested. Notice will be deemed served upon deposit with the U.S. Postal Service.

To the OREGON PUBLIC LIBRARY DISTRICT:

Oregon Public Library District
300 Jefferson Street
Oregon, IL 61061
Attention: Library Director

To the MT. MORRIS PUBLIC LIBRARY:

Mt. Morris Public Library
105 S McKendrie Ave
Mt Morris, IL 61054
Attention: Library Director

To the SCHOOL:

Oregon Community Unit School District 220
206 S 10th St
Oregon, IL 61061
Attention: Superintendent

- 11. Compliance with Laws.** Each party shall comply with all applicable laws, rules and regulations with regard to the provision of services under this IGA.
- 12. Governing Law.** This IGA shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this IGA to be executed by their duly authorized representatives on the dates set forth below.

SIGNATURE PAGES ATTACHED

MT. MORRIS PUBLIC LIBRARY:

By: _____

Its _____

Date _____

OREGON PUBLIC LIBRARY DISTRICT:

By: _____

Its _____

Date _____

SCHOOL:

By: _____

Its _____

DATE: _____