

**INTERGOVERNMENTAL AGREEMENT BETWEEN VILLA PARK PUBLIC
LIBRARY AND VILLA PARK SCHOOL DISTRICT 45**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this 24th day of May, 2023 by and between the Villa Park Public Library of DuPage County, Illinois (“Library”) and the Villa Park School District 45 of DuPage County, Illinois (“School District”). From time to time, this Agreement may refer to the School District and the Library as a “Party” or together as “Parties.”

RECITALS

WHEREAS, the School District and the Library are authorized by Article VII, Section 10 of the Illinois Constitution and by the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into agreements with each other regarding matters of mutual concern; and

WHEREAS, the Library has authority under 75 ILCS 5/4-7(8) to enter into contracts with any public corporation or entity for the purpose of providing library services and performing any and all other acts necessary and proper to carry out the responsibilities, the spirit and the provisions of the Act; and

WHEREAS, the School District is located within the jurisdictional boundaries of the Library; and

WHEREAS, the School District and the Library seek to engage in cooperative measures to provide incentives for all students of the School District to explore and become aware of reading programs and other library activities; and

WHEREAS, the Library wishes to enter into an agreement to make library services and materials available for use to the School District by providing all staff who are employed by the School District with Educator Library Cards so that they are able to obtain library materials for use without payment of non-resident fees, irrespective of whether they reside within the jurisdictional boundaries of the Library’s service area; and

WHEREAS, the Library and the School District believe that access to the Library’s materials and services can be a benefit to the School District’s schools and to its students and believe that it is in the best interests of the community to enter into this Agreement;

NOW THEREFORE, in consideration of the mutual undertaking and covenants of the parties as herein set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the Board of Library Trustees of Villa Park Public Library and the Board of Education of School District 45, the entities whose signatures are set forth below, hereby agree as follows:

1. The School District shall annually, by the first day of school, provide the Library with a list of School District 45 staff, to be authorized to obtain an Educator Card. Staff may then obtain an Educator Library Card at the Library upon showing a state-issued or school-issued photo ID that verifies their identity as an individual on that list. Educator Library Cards shall be valid for the period of one school year (August 15 – June 30 of the following year). Staff must update their accounts at the beginning of each school year.
2. Staff of School District 45 shall be financially responsible for all costs associated with lost or damaged library materials. The Library will notify the school staff member of any lost or damaged items as soon as possible via the email used upon registration. All account issues must be resolved by May 1. In Mid-May, a bill will be sent to the staff member detailing any lost or damaged books. The staff member will be financially responsible for paying this final bill, in full, by the end of June.
3. In recognition of the principle of equity of cost of services to non-residents, the School District also agrees to:
 - a. Distribute Library promotional materials according to the School District's approval procedures;
 - b. Distribute email announcements about Library services to faculty and staff according to the School District's approval procedures;
 - c. Invite Library staff to speak on library services at faculty/staff meetings or continuing education events as selected by School District;
 - d. Invite Library staff to speak to classrooms or extracurricular groups about library services pursuant to schedule(s) offered by School District; and,
 - e. Facilitate other informational or program options as may be proposed and mutually agreed upon by the Parties.
4. This Agreement shall be in full force and effect from the date the last of the Parties executed this Agreement ("Effective Date") and shall continue unless terminated earlier pursuant to the terms of Paragraph 5. Further, this Agreement shall be annually reviewed by both the Library and the School District while it is in force.
5. This Agreement may be terminated by either Party without cause, upon written notice to the other Party at least thirty (30) days prior to the effective date of the termination. If either Party proceeds to breach any material term herein specified, or fails to observe or perform any of the covenants, agreements or obligations hereunder, the non-defaulting Party may terminate this Agreement if such default is not cured within fourteen (14) days after the defaulting Party shall have received written notice specifying in reasonable detail the nature of such default. Termination of this Agreement does not terminate the staff member's liability to pay all costs as discussed in Paragraph 2 above.

Any notices sent under this Section 5 must be sent by U.S. Postal Service first-class mail, postage paid return receipt requested, addressed to the main address of the Library's executive director or the School District's superintendent, respectively.

6. The Library reserves the right to reduce any or all general Library services during the Term of this Agreement with fourteen (14) days prior written notice to the School District.
7. The School District agrees to indemnify, defend, and hold harmless the Library from any and all claims, demands, causes of action, losses, liens, claims of lien, liabilities, penalties, and damages, including reasonable attorneys' fees and court costs, that the Library incurs to the extent arising from any negligent act or omission of the School District.

The Library agrees to indemnify, defend, and hold harmless the School District from any and all claims, demands, causes of action, losses, liens, claims of lien, liabilities, penalties, and damages, including reasonable attorneys' fees and court costs, that the School District incurs to the extent arising from any negligent act or omission of the Library.

8. Any amendment to this Agreement must be reduced to writing and signed by authorized representatives of the Library and School District.
9. This Agreement shall be construed in accordance with and governed by laws of the State of Illinois and both the School District and the Library agree to submit to the jurisdiction of the courts of Illinois any dispute regarding this Agreement. The exclusive venue for such purposes shall be in DuPage County, Illinois.
10. Under no circumstances shall this Agreement be assigned by any Party or be construed as one of agency partnership, joint venture, or employment between the Parties. The Parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligation under this Agreement.
11. The Parties have had the opportunity to freely negotiate and cooperate in the drafting and preparation of this Agreement, and in any interpretation or construction of this Agreement or any word, clause or provision herein, the same shall not be construed against any Party on the basis that the Party was the drafter.
12. If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement, nor any other clause, phrase, provision, or portion thereof, nor shall it affect the application of any clause, phrase, provision, or portion hereof to other persons or circumstances.
13. The Recitals of this Agreement are hereby adopted as if fully set forth herein.

