

**INTERGOVERNMENTAL AGREEMENT BETWEEN VILLA PARK PUBLIC
LIBRARY AND DUPAGE HIGH SCHOOL DISTRICT 88**

THIS AGREEMENT is made between the Villa Park Public Library (“Library”) and High School District 88 (“School District”) this 21 day of December 2022.

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 High School District 88 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 High School District 88 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 High School District 88 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;
 - d. Invite Library staff to speak to classrooms or extracurricular groups about library services;
 - e. Facilitate other informational or program options as may be proposed and mutually agreed upon.
4. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice or by the Library without notice, for cause, including, but not limited to, the failure to provide information required under this Agreement, the provision of false information or violation of Library policies, rules or regulations by any person who utilizes Library services under this Agreement. Termination of this Agreement does not terminate the staff member's liability to pay all costs as discussed in Paragraph 2 above.
5. The Library reserves the right to reduce any or all general Library services during the terms of this Agreement.
6. Any amendment to this Agreement must be reduced to writing and signed by authorized representatives of the Library and School District.
7. 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.
8. The Recitals of this Agreement are hereby adopted as if fully set forth herein.

Adopted by the Parties on the date written above.


VILLA PARK PUBLIC LIBRARY

DUPAGE HIGH SCHOOL DISTRICT 88



President, Board of Library Trustees


President, Board of Education

ATTEST:


Secretary, Board of Library Trustees

ATTEST:


Secretary, Board of Education

