INTERGOVERNMENTAL AGREEMENT
FOR LIBRARY SERVICES

This Intergovernmental Agreement (IGA) For Library Services is made this 30th day of September, 2017 by and between the Board of Education of Lake Bluff School District No. 65 ("SCHOOL") and the Board of Trustees of Lake Bluff Public Library ("LIBRARY")(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.), and the Illinois Local Library Act (75 ILCS 5/4-7(8)), the LIBRARY and the SCHOOL are authorized to enter into intergovernmental agreements for library services; and

WHEREAS, the LIBRARY wishes to cooperate with the SCHOOL to furnish library services to those Pre-K through 8th grade students attending Lake Bluff Elementary School and Lake Bluff Middle School who reside in Knollwood, an unincorporated area of Lake County, Illinois, and are otherwise unable to obtain access to library services as residents of the LIBRARY (hereinafter referred to as the "STUDENTS"); and

WHEREAS, in exchange for the provision of library services to the Students, the SCHOOL wishes to grant the LIBRARY access to use its facilities during term of this IGA, in accordance with the terms set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1.   Library Services.

The LIBRARY shall provide library services to the STUDENTS as if they were residents residing within the boundaries of the LIBRARY subject to the LIBRARY's policies and the terms herein. The LIBRARY will issue library cards designated as "IGA cards" solely to the STUDENTS who wish to obtain library cards, which shall entitle the STUDENTS to the same rights and privileges as residents of the Lake Bluff Public Library, with the exception that IGA cardholders may not borrow materials through reciprocal borrowing. The IGA card may only be used to check out materials for use by the STUDENTS and does not entitle the parents of the STUDENTS to check out materials for their own use. The LIBRARY shall inform IGA cardholders and their parents/guardians of the restrictions on the use of the IGA card, as described in this paragraph, and the LIBRARY shall be solely responsible for enforcing those restrictions. The LIBRARY's services to STUDENTS under this IGA will end upon their graduation, withdrawal, or transfer from the Lake Bluff Elementary School or Lake Bluff Middle School.

2.   Term and Renewal of IGA.

This IGA is effective October 1, 2017, and ends September 30, 2018, unless sooner terminated. Either the LIBRARY or the SCHOOL may terminate this IGA at any time without cause or penalty upon written notice to the other party at least thirty (30) days prior to the effective date of termination. Either the LIBRARY or the SCHOOL may terminate this IGA for cause, which cause shall include any material breach of this IGA. Before either party may terminate this IGA for cause, a party must first give the other party written notice of the breach and thirty (30) days to cure the breach.

3.   Financial

The SCHOOL shall pay to the LIBRARY an annual fee of One Thousand Dollars ($1,000) to offset the costs of providing the additional library services required under this IGA. The LIBRARY shall send the SCHOOL an invoice for the annual fee by October 1, 2017, and the SCHOOL shall pay the invoice in accordance with the *Local Government Prompt Payment Act*. The SCHOOL shall also pay the LIBRARY for the loss or damage to any Library materials provided to the STUDENTS receiving library services under this IGA in accordance with the LIBRARY'S Fines and Fees Policy. The STUDENTS shall be responsible for the payment of any overdue fines in accordance with the Fines and Fee Policy.

4.   Facilities Use.

In exchange for the library services provided to the STUDENTS, the SCHOOL grants the LIBRARY access to its facilities during the regular school year and regularly staffed hours, at no charge, on three dates to be mutually agreed upon by the Parties during the term of this IGA. The LIBRARY, however, shall be responsible for reimbursing the SCHOOL for any expenses it incurs in connection with the LIBRARY's use of SCHOOL facilities, including, but not limited to any additional security costs. The LIBRARY'S requests for the use of the SCHOOL's facilities shall be made in writing using the form(s) prescribed by the SCHOOL and shall be made at least thirty (30) days in advance of the date requested. The LIBRARY agrees to abide by the SCHOOL'S facilities use and visitor policies. The LIBRARY shall pay the cost of repair for any damages beyond normal wear and tear which occur in connection with its use of the SCHOOL's facilities, including, but not limited to, damage to buildings, equipment, supplies, or fixtures. In the event an unforeseen scheduling conflict arises for the SCHOOL for any reason, the SCHOOL shall notify the LIBRARY of such conflict, and the LIBRARY shall make reasonable efforts to identify and reserve an alternate location for its event. If such an alternative location is not found, the LIBRARY agrees to reschedule or cancel the activity or program.

5.   Equipment.

The LIBRARY shall provide all equipment and supplies necessary to operate its programs at the SCHOOL'S facilities, which equipment and supplies shall be in good working order.

6.   Indemnification.

To the fullest extent permitted by law, the LIBRARY shall indemnify, and hold the SCHOOL, its 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 LIBRARY, its 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 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."

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

7.   Insurance.

Each Party shall keep in force at all times during the term of this IGA Commercial General Liability Insurance with limits of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate, and excess or umbrella insurance in the amount of $5,000,000. At all times, said insurance coverages shall name the other Party's indemnitees identified in Paragraph 6 above as additional insureds. In addition, each Party shall furnish certificates of the insurance and/or coverage in place as required herein and including a 30 day notice of cancellation or reduction in limits.

8.   Amendments to this IGA.

Any amendment to this IGA must be reduced to writing and signed by authorized representatives of the LIBRARY 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 shall be interpreted as if such invalid agreement or covenant were not contained herein.

10. **Publicity.**

Any statements or materials regarding the provision of services under this IGA shall be made jointly by the LIBRARY and SCHOOL. Neither Party shall unreasonably delay its approval of any such statements or materials.

11. **Notice.**

Any notice must be sent by U.S. Postal Service first-class mail, postage at the following addresses, return receipt requested, addressed to the President of the Library Board or the School Board. Notice shall be deemed serviced upon deposit with the U.S. Postal Service.

To the Library:

Lake Bluff Public Library
Attention: Library Director
123 E. Scranton Avenue
Lake Bluff, IL 60044

To the School: With a Copy To:

Lake Bluff Elementary School District 65   Debra H. Jacobson
Attn: Superintendent   Hodges, Loizzi, Eisenhammer,
900 North Shore Drive   Rodick & Kohn LLP
Suite #220   3030 Salt Creek Lane, Ste. 202
Lake Bluff, IL 60044   Arlington Heights, IL 60005

12. Compliance with Laws. Each party hereto shall comply with all applicable laws, rules and regulations with regard the provision of the services and property use hereunder, including, but not limited to, human rights and anti-discrimination laws.

13. Governing Law. This IGA shall be governed by the laws of the State of Illinois.

-SIGNATURE PAGE FOLLOWS-

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

LIBRARY: **SCHOOL:**

BOARD OF TRUSTEES OF   BOARD OF EDUCATION OF
LAKE BLUFF PUBLIC LIBRARY   LAKE BLUFF SCHOOL
                                                DISTRICT NO. 65

By:_____   By:_____
      Kathy Meierhoff   Mark Barry
Its: President   Its: President

Date:_____   Date:_____

ATTEST: ATTEST:

By:_____   By:_____
      Janie Jerch   Leigh Ann Charlot
Its: Secretary   Its: Secretary

Date:_____   Date:_____

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