

**INTERGOVERNMENTAL AGREEMENT BETWEEN LA GRANGE
PUBLIC LIBRARY AND PLEASANTDALE SCHOOL DISTRICT #107**

THIS AGREEMENT (“Agreement”) is made between the La Grange Public Library (“Library”) and Pleasantdale School District #107 (“School District”) this ____ day of _____ 2019.

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 Section 5/4-7(12) of the Illinois Local Library Act (75 ILCS 5/4-7(12)) (the "Act") 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 intent, and the provisions of the Act; and

WHEREAS, the Library has authority under Section 5/4-7(12) of the Act, 75 ILCS 5/4-7(12), to extend the privileges and use of the library without charging a nonresident fee pursuant to the terms of a reciprocal agreement with a public corporation or entity; and

WHEREAS, the Library wishes to enter into an agreement to make library services and materials available for use to the students of the School District while the school library is closed for four to six months for renovation by providing the students with temporary library cards so that they are able to obtain library materials without payment of non-resident fees during the renovation, irrespective of whether they reside within the jurisdictional boundaries of the Library (“Temporary Card”); and

WHEREAS, the Library and the School District believe that access to the Library can be a benefit to the School District’s students during the short-term closure of their school library and believe that it is in the best interests of the community to provide temporary assistance to a neighboring school library and to enter into this Agreement; and

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 the Village of La Grange and the Board of Education of the Pleasantdale School District #107. The entities whose signatures are set forth below hereby agree as follows:

1. The School District shall, by May 1, 2019, provide the Library with a list of Pleasantdale School District #107 students, including those who are not a resident within the jurisdictional boundaries of the Library, to be authorized to obtain a Temporary Card. This Temporary Card will not grant students borrowing privileges at any other library pursuant to any of the Library’s other reciprocal agreements nor will they have any Library related rights, privileges and/or services which are provided exclusively to: (1) residents of the Village of LaGrange; (2) those library card holders who

have paid taxes to the Library; or (3) those patrons who have purchased a non-resident library card from the Library. The School District shall distribute pertinent information about the Temporary Card program to parents or legal guardians of the students. A Temporary Card may be obtained at the Library. Temporary Cards shall be valid until October 31, 2019 and shall not be renewed. Students shall be subject to and shall be required to comply with Library rules, regulations and policies.

2. The School District shall be financially responsible for all fees, fines and costs for lost or damaged library materials. The Library will notify the School District's designated contact person of any lost, damaged or overdue items at the end of October, 2019. At the end of October, a bill will be sent to the School District's designated contact person detailing any lost or damaged books. The School District will be financially responsible for paying this final bill, in full, by the end of November, 2019.

3. This Agreement may be terminated by either party 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 School District's liability to pay all fees, fines and costs as discussed in Paragraph 2 above.

4. The Library reserves the right to revise any or all general library services at the Library during the term of this Agreement.

5. Both parties agree that all registration and circulation records of the Library pertaining to the Temporary Cards will remain confidential in accordance with the Illinois Library Records Confidentiality Act and any other applicable statutes and will not be disclosed except in accordance with the Illinois Library Records Confidentiality Act. Library registration and circulation records are specifically exempt from disclosure under the Illinois Freedom of Information Act. Both parties agree to work together to ensure compliance with all applicable laws and statutes.

6. The School District, through its school librarian shall work jointly with the Library to provide appropriate assistance as mutually agreed by the School District and Library department heads;

7. No modification of this Agreement shall be effective unless and until such modification is evidenced in writing and signed by both parties.

8. This Agreement contains the entire understanding between the parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

9. This Agreement is for the benefit of the parties and does not confer any rights or benefits on any third party, including any employee of any party.

10. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

11. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

12. The laws of the State of Illinois shall govern the interpretation and enforcement of this Agreement.

14. 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.

15. The Recitals of this Agreement are hereby adopted as if fully set forth herein.

Adopted by the parties on the date written above.

LAGRANGE PUBLIC LIBRARY

PLEASANTDALE SCHOOL DISTRICT #107

By: _____

By: _____