

## **INTERGOVERNMENTAL AGREEMENT FOR LIBRARY SERVICES**

**THIS AGREEMENT** made and entered into this day, 1 of September, 2019, by and between the Board of Education of Millburn School District 24 of Lake County, Illinois, a body politic, hereinafter referred to as the “SCHOOL DISTRICT,” and the Lake Villa District Library, a body politic, hereinafter referred to as the “LIBRARY” or “LIBRARY DISTRICT.”

### **W I T N E S S E T H:**

**WHEREAS**, the LIBRARY or LIBRARY DISTRICT listed above is either a local library established pursuant to the Local Library Act, 75 ILCS 5/1-1, et seq. or a library district established pursuant to the Public Library District Act of 1991, 75 ILCS 16/1-1 et seq., and is hereby contracting with an Illinois public entity or private corporation established pursuant to state statute; and

**WHEREAS**, pursuant to Article VII, Sec. 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and pursuant to the Illinois Compiled Statutes pertaining to libraries, specifically, 75 ILCS 5/4-7(8) for public libraries and 75 ILCS 16/30-55.40 for public library districts, the Governing Body of each of the said entities is empowered and authorized to enter into intergovernmental contracts and agreements for library services with other entities in order to contract for library services outside the political boundaries of said LIBRARY; and

**WHEREAS**, the LIBRARY or LIBRARY DISTRICT is willing to cooperate with the SCHOOL DISTRICT to furnish economical, efficient, and comprehensive library services for the residents and staff of the SCHOOL DISTRICT as described herein.

**NOW, THEREFORE**, in consideration of the mutual undertaking and covenants of the parties hereto as herein set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

### **1. Library Services**

The LIBRARY agrees to provide library services using its facilities, equipment, and materials at its library(ies) to all of the SCHOOL DISTRICT pursuant to the library’s usual policies and practices. Provided, however, that the LIBRARY reserves the right to reduce any or all general library services at the library(ies) during the term of this Intergovernmental Agreement. The LIBRARY also agrees to make such facilities, equipment, and materials available to the SCHOOL DISTRICT pursuant to the terms and conditions of this Intergovernmental Agreement and as may otherwise be mutually agreed upon between the LIBRARY and the SCHOOL DISTRICT and which is reduced to writing and incorporated as an amendment to this Intergovernmental Agreement. See Amendment A for additional library services provided to teachers.

### **2. Title to Property**

The LIBRARY shall retain title to all the personal property it owned prior to the effective date of this Intergovernmental Agreement, including but not limited to books, periodicals, furnishings, and equipment (“Property”), and to Property it purchases with its own funds after the effective date of this Intergovernmental Agreement.

### **3. Library Users**

The LIBRARY reserves the right to remove any group or individual from the LIBRARY if that group or individual violates any LIBRARY policy or practice, becomes disruptive to the educational process or in any manner poses a danger or disruption to him/herself, other patrons, students, property, or staff. Provided, however, that if the individual or group to be removed is under the jurisdiction or custody of the SCHOOL DISTRICT, the removal decision shall be communicated to any supervisory personnel of the SCHOOL DISTRICT then present at the LIBRARY.

#### **4. Financial**

For the LIBRARY, the Operation Cost shall recognize the principle of equity of cost of services to non-residents expressed in the Library District Act of 1991. (75 ILCS 16/30-55.40) See Amendment B for Equity of Cost requirements.

The SCHOOL DISTRICT shall also pay the LIBRARY for the loss or damage to any library materials provided to non-residents under this contract pursuant to the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) upon receipt of any invoice submitted by the library, subject to Amendment C (Responsibilities for Lost/Damaged Materials).

#### **5. Amendments to the Intergovernmental Agreement**

This Intergovernmental Agreement may be amended by mutual consent, providing that the party desiring the amendment shall give the other party written notice of such proposed amendment. This Intergovernmental Agreement may only be amended in writing and after formal approval at a public meeting has been given by both Parties' Boards and signed by authorized representatives of each Board. Any amendment to this Intergovernmental Agreement must be reduced to writing, signed by authorized representatives of each Board, and attached to this Intergovernmental Agreement.

#### **6. Term and Renewal of Intergovernmental Agreement**

This Intergovernmental Agreement shall be in full force and effect from 1 September 2019, the date the last of the two below-named parties first approved this Intergovernmental Agreement ("Effective Date") and shall continue for the period of 5 years ("Term") and terminated upon 1 September 2024, unless terminated earlier pursuant to the terms of this Paragraph 9.

Either undersigned party may terminate this Intergovernmental Agreement during the Term without cause provided written notice has been given to the other undersigned party, at least ninety (90) days prior to the effective date of the termination. Any such notice must be by U.S. Postal Service first-class mail, postage paid return receipt requested, addressed to the President of the Board of Trustees at their official address.

Either the LIBRARY or SCHOOL DISTRICT may terminate this Intergovernmental Agreement during its Term for cause, which shall include any material breach of this Intergovernmental Agreement by the other party. Before either party may terminate this Intergovernmental Agreement for cause, it must first give the other party notice of the breach and thirty (30) days to cure the breach. The LIBRARY shall have the right to terminate this Agreement for cause if the SCHOOL DISTRICT'S residents or teachers who are non-residents of the LIBRARY DISTRICT but who are entitled to use the LIBRARY under this Agreement no longer use the LIBRARY.

#### **7. Notice**

Any notice required to be given under this Agreement shall be sufficient if it is in writing and sent by mail, to the LIBRARY Board of Trustees at 140 N. Munn Rd, Lindenhurst, IL 60046, and to the SCHOOL BOARD's address at 18550 Millburn Rd, Wadsworth, IL 60083.

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be executed by their respective Presidents and Secretaries pursuant to Resolutions duly adopted by the Boards of the LIBRARY and SCHOOL DISTRICT 24 as of the day and year first above written.

For: Board of Education of  
Millburn School District 24

For: Lake Villa District Library Board of Trustees

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Carissa Casbon LaTourette, President) (Tony Gundrum, President)

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Jason Lind, Superintendent) (Andy Lentine, Director)

ATTEST:

ATTEST:

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Jim Guziak, Secretary) (\_\_\_\_\_, Secretary)

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## **AMENDMENT A**

### **Teacher Card Terms**

Teachers at Millburn Middle School can get a full library card, patron code LVK Educational and statistical class Teacher. This includes database access as well as material checkout privileges. To obtain a library card, each individual school must submit a list of all teachers to the Lake Villa District Library (see Amendment B). Teachers that would like to check out materials need to contact the LVDL School Liaison to obtain a card.

There is a limit of 75 items total checked out per teacher at any one time. If a teacher has a team bag checked out, it must be returned before further checkouts.

Teachers need to present the Teacher Card to check out. They may not show school ID or driver's license in its place.

Only LVDL materials may be checked out on this card. Materials must be currently available, as holds are not allowable.

Teacher cards are not eligible for check outs of the telescopes or Launchpads.

Late fees will be waived. See Amendment C for lost/damaged materials.

Materials check out for 4 weeks (including DVDs and magazines).

## **AMENDMENT B**

### **In-Kind Services**

The SCHOOL DISTRICT will schedule LIBRARY staff to have an all-staff meeting in August or September of each year to present schools services available to school staff.

The SCHOOL DISTRICT will schedule LIBRARY staff to have a Summer Reading Program Assembly each year at the elementary schools, and have a Summer Reading Program announcement at the middle school.

The SCHOOL DISTRICT will include a Lake Villa District Library Card and/or Warren Newport Public Library on their school supplies list.

The SCHOOL DISTRICT will provide LIBRARY (staff use only) use of makerspace materials that the SCHOOL DISTRICT owns (ex: Breakout EDU kits, STEM manipulatives, early literacy kits).

The SCHOOL DISTRICT will install and update the OverDrive app and the LVDL app on student iPads.

The SCHOOL DISTRICT will send an electronic document to the LIBRARY with their staff list each year in August, including each teacher's full name, teacher's email address, grade/class taught.

The SCHOOL DISTRICT will provide the LIBRARY's School Liaison with a username and password to the SCHOOL DISTRICT's curriculum, including, but not limited to **STEMScopes, ELA Wonders, eScience 3000, and the social studies curriculum for elementary and middle school.** LIBRARY'S School Liaison shall keep such usernames and passwords confidential.

## **AMENDMENT C**

### **Responsibilities for Lost/Damaged Materials**

Items are marked lost at 45 days past due date.

A school is charged for lost/missing items exceeding 15 items per school per school year, to be determined as of June 30<sup>th</sup> of each school year, and the LIBRARY will submit an invoice to the SCHOOL DISTRICT for said amount.

There is no replacement cost for a lost card. All items will transfer to the new account..

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