

RESOLUTION NO. T-2020-12-029R

RESOLUTION AUTHORIZING THE SUPERVISOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT FOR SERVICES OF THE URBANA FREE LIBRARY

WHEREAS, the City of Urbana, Illinois (hereafter, the "City") is a municipal corporation, a body politic, and a home rule unit of government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the City organized and formed The Urbana Free Library (hereinafter, the "Library") as a local library pursuant to the Local Library Act (75 ILCS 5/1-1); and

WHEREAS, the Board of Library Trustees of the Library (hereinafter, the "Board") has the power and authority to enter intergovernmental agreements; and

WHEREAS, Cunningham Township wishes to enter into an intergovernmental agreement with the Library in order to provide library services to qualified homeless Urbana residents, that is, people who have been screened by Cunningham Township as residing within the City of Urbana but who do not have a stable or reliable address.

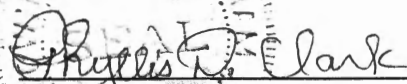
NOW, THEREFORE, BE IT RESOLVED by the Township Board of the Town of Cunningham, that the Township Board authorizes the Township Supervisor to sign an intergovernmental agreement with the Urbana Free Library for library services for qualified homeless residents.

Approved by the Township Board of the Town of Cunningham, Champaign County, Illinois, on this 14th day of December, 2020.

AYES: Brown, Colbrook, Hursey, Miller, Roberts, Wu

NAYS:

ABSTENTIONS:


Phyllis Clark, Township Clerk


Diane Wolfe Marlin, Chair

**INTERGOVERNMENTAL AGREEMENT FOR SERVICES
OF THE URBANA FREE LIBRARY**

THIS AGREEMENT made and entered into by and between CUNNINGHAM TOWNSHIP of Champaign County, Illinois, a body politic, hereinafter referred to as the "TOWNSHIP" and THE URBANA FREE LIBRARY, a body politic, hereinafter referred to as the "LIBRARY", TOWNSHIP and LIBRARY collectively referred to as the "parties."

WITNESSETH:

WHEREAS, the LIBRARY is a local library organized and operating pursuant to the Local Library Act, 75 ILCS 5/1-1, *et seq.*; and

WHEREAS, the TOWNSHIP is a local public office serving low income residents within the City of Urbana, Illinois; and

WHEREAS, pursuant to Article VII, Sec. 10 of the Illinois Constitution of 1970, the Intergovernmental Agreement 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, the Governing Body of each of the said parties 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 is willing to cooperate with the TOWNSHIP to furnish economical, efficient, and comprehensive library services for homeless Urbana residents, that is, people who have been screened by Cunningham Township as residing within the City of Urbana but who do not have a stable or reliable address.

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 the full measure of its services using its staff, facilities, equipment, and materials at the LIBRARY to all homeless Urbana residents as described above, pursuant to the LIBRARY's usual policies and practices during the regular LIBRARY hours. The library card will be good for six months at a time and is renewable if the TOWNSHIP provides a current residency letter. Physical items will be limited to 10 at a time.

2. Title to Property

The LIBRARY shall retain all rights, title and interest in and to all the personal property which it owned prior to the effective date of this Agreement, including but not limited to books, periodicals, furnishings, and equipment, and to Property it purchases with its own funds or which has been donated to the LIBRARY after the effective date of this Intergovernmental Agreement (collectively hereinafter "Property").

3. Library Users

The LIBRARY reserves the right to remove any group or individual for whom this Agreement is intended to benefit from the LIBRARY's building if that group or individual violates any LIBRARY policy, rule, regulation, or practice.

4. **Financial**

In consideration for the LIBRARY incurring the costs and expenses of making its facilities, services, equipment, materials, and staff available for the benefit of those persons who are intended beneficiaries of this Agreement, and in recognizing the principle of equity of costs of services to non-residents, the TOWNSHIP shall provide the following to LIBRARY:

- The TOWNSHIP Supervisor or designee will be the contact point for the LIBRARY.
- The Manager of Outreach and Promotion or designee will be the contact point for the TOWNSHIP.
- Promote the LIBRARY on social media and other outreach tools at least monthly.
- Share monthly LIBRARY newsletters created by the LIBRARY with people who are utilizing the TOWNSHIP'S resources and with the TOWNSHIP's staff.
- Payment to LIBRARY of replacement costs listed in the bibliographic record in CU Catalog for items that have not been returned or that have been damaged based on invoices provided to the TOWNSHIP in accordance with the LIBRARY'S Circulation and Interlibrary Loan policy. The LIBRARY will not charge the TOWNSHIP overdue fees on items that have been returned.

Notwithstanding the immediate forgoing, the LIBRARY reserves the right to reduce the provision and availability of and access to its facilities, services, equipment, materials, and/or staff to those persons intended to be benefitted by this Agreement on an as-needed basis.

5. **Amendments to the Intergovernmental Agreement**

This Agreement may only be amended by a writing signed by duly authorized representatives of the parties hereto following formal approval at public meetings convened by the parties' respective governing boards of each party.

6. **Term and Renewal of Agreement**

This agreement shall remain in full force and effect unless and until either party provides the other notice of termination as set forth in Section 7 hereof.

7. **Termination**

7(a). Termination as of Right.

Either party may terminate this Agreement without cause provided that written notice has been given to the other at least ninety (90) days prior to the party's desired termination date.

7(b). Termination for Cause.

Either party may terminate this Agreement with cause provided that such party (the "Non-Breaching Party") provides the other party (the "Breaching Party") with a notice of intent to terminate for cause and opportunity to cure such breach as provided hereinafter. Such notice shall provide a detailed description of the nature of the breach. The Breaching Party shall thereafter have thirty (30) calendar days in which to cure such breach. In the event such breach has not been cured within this time period, then this Agreement shall be terminated.

8. **Savings Clause**

It is mutually understood and agreed that all agreements and covenants herein, including all addenda, are severable and that in the event any of them shall be held invalid by a court of competent

jurisdiction, this Agreement shall be interpreted as if such invalid agreement, covenant, or addendum were not contained herein. Notwithstanding the immediate forgoing, in the event that the determination of such court would otherwise render the underlying purpose of this Agreement impossible to perform, then this Agreement shall automatically terminate.

9. Notice

Any notice required to be given under this Agreement shall be sufficient if it is in writing and sent by First Class U.S. Postal Service, Return Receipt Requested, to the LIBRARY Board of Trustees at 210 West Green Street, Urbana, IL 61801 or to the TOWNSHIP at 205 W. Green Street, Urbana, IL 61801, as the case may be.

10. Effective Date

The effective date of this Agreement shall be January 1, 2021 or the latest date appearing on the signature page below, whichever is the latest date.

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 the TOWNSHIP as of the day and year first above written.

For: TOWNSHIP

For: LIBRARY Board of Trustees

BY: *Danell Caproni*
Township Supervisor

BY: *[Signature]*
Its President

ATTEST:

ATTEST:

BY: *Phyllis D. Clark by*
Township Clerk *Wendy A. Hendry*
Deputy Clerk

BY: *[Signature]*
Its Secretary

DATE: *01-06-2021*

DATE: *December 8, 2020*

**BOARD OF TRUSTEES OF
THE URBANA FREE LIBRARY
RESOLUTION NO. 2020-17**

**RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN CUNNINGHAM
TOWNSHIP AND THE URBANA FREE LIBRARY FOR LIBRARY SERVICE**

WHEREAS, the City of Urbana, Illinois (hereafter, the "City") is a municipal corporation, a body politic, and a home rule unit of government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the City organized and formed The Urbana Free Library (hereinafter, the "Library") as a local library pursuant to the Local Library Act (75 ILCS 5/1-1); and

WHEREAS, the Board of Library Trustees of the Library (hereinafter, the "Board") has the power and authority to enter intergovernmental agreements; and

WHEREAS, the Board wishes to enter into an intergovernmental agreement with Cunningham Township (hereinafter, the "Township") in order to receive services from the Township and provide library services to qualified homeless Urbana residents, that is, people who have been screened by Cunningham Township as residing within the City of Urbana but who do not have a stable or reliable address.

**NOW THEREFORE, BE IT RESOLVED BY THE URBANA FREE LIBRARY BOARD OF TRUSTEES,
URBANA, ILLINOIS, AS FOLLOWS:**

SECTION 1.

The Board of Library Trustees shall and does hereby approve the Intergovernmental Agreement between the Township and The Urbana Free Library for Library Service in substantially the form appended hereto and made a part hereof.

SECTION 2.

All resolutions and parts of resolutions that conflict with the provisions of this resolution are rescinded.

ADOPTED by the Board of Trustees at a regular meeting thereof, held this 8th day of December, 2020.

Ayes: 9
Nays: 0

Abstains: 0
Absent: 0

RESOLUTION DECLARED ADOPTED.



President

Secretary