

**INTERGOVERNMENTAL AGREEMENT  
REGARDING THE CREATION AND MAINTENANCE OF A STORYWALK BETWEEN  
Six Mile Regional Library District AND the Granite City Park District**

**THIS AGREEMENT** made and entered into this 12<sup>th</sup> day of October 2021, by and between GRANITE CITY PARK DISTRICT of Madison County, Illinois, a body politic, hereinafter referred to as "GCPD" and THE SIX MILE REGIONAL LIBRARY DISTRICT, a body politic, hereinafter referred to as "SMRLD", GCPD and SMRLD collectively referred to as the "parties."

**WITNESSETH**

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

**WHEREAS**, GCPD is a park district organized and operating pursuant to the Park District Code, 70 ILCS 1205; 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, and pertaining to park districts, specifically 70 ILCS 1205/8-18 for park districts, the Governing Body of each of the said parties are empowered and authorized to enter into intergovernmental contracts and agreements; and

**WHEREAS**, SMRLD is willing to cooperate with GCPD to furnish "storyboards" which are large signs depicting events from popular books composed of durable materials designed for placement outdoors including interior laminated pages; and

**WHEREAS**, Granite City Park District owns the property commonly known as Worthen Park; and

**WHEREAS**, the parties have determined the placement of the Signs along the walking path on the Property would benefit Library patrons and residents of the City, and serve as a positive addition to the community as a "Story Walk"; and

**WHEREAS**, the parties have determined that creating a Story Walk would be in the best interests of the community; and

**WHEREAS**, the sharing of responsibility to create a Story Walk by and between the parties would make the best use of the limited financial resources of each party and would be in the best interests of the community.

**NOW, THEREFORE, SIX MILE REGIONAL LIBRARY DISTRICT and GRANITE CITY PARK DISTRICT**, in consideration of the foregoing recitals incorporated herein by reference, agree to install and maintain Signs on the Property for a Story Walk under the following terms and conditions:

**1. Library**

SMRLD agrees to provide the Park District with Signs at the Library's expense. Within a reasonable time after executing this agreement, the Park District will install the Signs on the Property at the Park District's expense. The Park District will endeavor to install the Signs within 60 days of receipt from the Library. No more than 25 signs will be installed on the Property at any time.

SMRLD 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 after the effective date of this Intergovernmental Agreement (collectively hereinafter "Property").

The Library is fully responsible for maintaining the exterior and interior of the Signs at the Library's expense, including the interior laminated book pages, to keep the StoryWalk in good and visually appealing condition. The Signs will remain Library property at all times and the Park District will have no liability to the Library for damage or loss of the Signs. Library staff will respond to all questions, comments, and suggestions about the StoryWalk.

**2. Park District**

Upon 60 days written notice from the Park District that any Sign is damaged or in disrepair, the Library will provide a replacement Sign at the Library's expense or the Park District will be authorized to remove the Sign. The Park District will endeavor to install any replacement sign within 60 days of receipt from the Library.

GCPD 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, and to Property it purchases with its own funds after the effective date of this Intergovernmental Agreement.

The Park District will maintain the Property in a good and visually appealing condition, including mowing, weeding, and grounds maintenance. The Park District will refer all questions, comments, and suggestions about the StoryWalk to the Library's Youth Services Manager.

**3. Responsibility**

The Library and the Park District shall be responsible for all their respective labor expenses and the employees of the one party shall not be considered the employees of

the other party. Each party shall assume the sole responsibility for insuring its own employees and property as provided by state, federal law and/or local ordinance.

**4. Indemnification**

To the fullest extent permitted by law, GCPD shall indemnify, and hold SMRLD and their 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 Agreement; 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, SMRLD shall indemnify, and hold GCPD and their board members, officers, administrators, employees, volunteers, and agents ("Park Indemnitees"), harmless against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of this Agreement; 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 Park 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 Agreement.

**5. Amendments to the Intergovernmental Agreement**

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

**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**

Either party may terminate this Agreement with or without cause provided that written notice has been given to the other party at least ninety (90) days prior to the effective

date of the termination.

In the event that a party (the "Non-Breaching Party") seeks to terminate this Agreement because of the perceived breach by the other party (the "Breaching Party"), the Non-Breaching Party shall give the Breaching Party written notice of the former's intent to terminate. The notice shall identify the Paragraph which the Non-Breaching Party believes is being breached and a detailed description of the nature of the alleged breach. The Breaching Party shall have seven (7) calendar days in which to (i) cure the alleged breach; (ii) respond in writing that no such breach occurred which shall include evidence of such assertion; or (iii) a timetable in which to cure the alleged breach if such cure cannot be accomplished within the aforesaid seven-day period.

**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 SMRLD Executive Director at 2001 Delmar Avenue, Granite City, IL 62040 or to GCPD Director of Parks and Recreation at 2900 Benton Street, Granite City, IL 62040, as the case may be.

**10. Compliance with Laws**

Each party shall comply with all applicable laws, rules and regulations with regard to the provision of services under this Agreement.

**11. Governing Law**

This Agreement shall be governed by the laws of the State of Illinois.

**12. Effective Date**

The effective date of this Agreement shall be the latest date appearing on the signature page below.

**THIS AGREEMENT will be governed by the laws of Illinois both as to interpretation and performance.**

**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 SMRLD and GCPD as of the day and year first above written.

For Granite City Park District

For Six Mile Regional Library District

BY: Don Harris  
Authorized Agent

BY: David M. Council  
Authorized Agent

ATTEST:

ATTEST:

BY: Maria Harris  
Its Secretary

BY: Adam Kelleher-Gary  
Its Secretary

DATE: 10/13/2021

DATE: 10-12-21

