

**ILLINOIS LIBRARIES PRESENT: INTERGOVERNMENTAL
AGREEMENT FOR JOINT PURCHASING OF LIBRARY
PROGRAMMING, EVENTS AND SERVICES**

This Intergovernmental Agreement ("Agreement") also known as "Illinois Libraries Present" is entered into this November 9, 2021, by and between the Northbrook Public Library an Illinois public library, ("Northbrook Library"), and Six Mile Regional Library District LIBRARY an Illinois public Library or Library District (the "Library"), and the Reaching Across Illinois Library System ("RAILS"), for the purpose of facilitating the joint purchasing of programming, events and services for the parties' use.

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities or undertakings;

WHEREAS, the Government Joint Purchasing Act (30 ILCS 525/1, *et seq.*) authorizes governmental units to purchase personal property, supplies and services jointly with one or more other governmental units, all of which are parties to a joint purchasing agreement;

WHEREAS, the Northbrook Library desires to contract with other Illinois public libraries and library districts in order to purchase and procure library programming, events and services;

WHEREAS, the Northbrook Library and the LIBRARY desire to exercise their intergovernmental cooperation and joint purchasing authority by engaging in this Agreement whereby Northbrook Library and the LIBRARY may receive the programming, events and services and benefits therefrom and achieve economies of scale resulting from Northbrook Library's and the LIBRARY'S jointly negotiating and contracting for programming

NOW, THEREFORE, IN CONSIDERATION for the mutual covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Northbrook Library and LIBRARY agree as follows:

Section 1. Authority. The parties agree that the foregoing recitals describe the power and authority by which they intend to engage in the joint purchasing and intergovernmental cooperation described in this Agreement. In the event of the termination, failure or amendment of either of the powers described herein so that this agreement would otherwise become invalid, it is the parties' intent for this agreement to rest on the other power which they are lawfully exercising.

Section 2. Shared Services.

A. The Northbrook Library agrees to: (i) competitively bid the procurement of the materials, programming, events and services described in Exhibit A for the use and benefit of Northbrook Library and LIBRARY, and (ii) negotiate contract(s) with the lowest responsible and responsive bidder(s) (each, a “ CONTRACTING PROVIDER OF THE PROGRAM”) so that CONTRACTING PROVIDER OF THE PROGRAM shall allocate sufficient manpower and resources to provide its materials, programming, events and services (the “Services”) to satisfy the demands of both the Northbrook Library and the LIBRARY. However, by law, some contracts will not be subject to competitive bidding where the ability or fitness of the individual plays an important part. The contract with the CONTRACTING PROVIDER OF THE PROGRAM shall include requirements for CONTRACTING PROVIDER OF THE PROGRAM to (i) extend all contractual obligations to the LIBRARY to the same extent performed for the Northbrook Library, and (ii) designate personnel who will have direct contact to fulfill the provisions of this Agreement.

B. The scope of the Services required by and for the Northbrook Library and LIBRARY are more specifically described in Exhibit A, attached hereto and incorporated as though fully set forth herein.

C. The Northbrook Library hereby assigns to the LIBRARY all of its rights, privilege and authority to enforce the terms of the CONTRACTING PROVIDER OF THE PROGRAM Contract and obtain any available remedies allowed thereunder, but only with respect to the Services performed for the LIBRARY, and provided that the LIBRARY shall not have the power to terminate the CONTRACTING PROVIDER OF THE PROGRAM’s Contract, except as to services for the LIBRARY, without Northbrook Library’s express, written consent. The Northbrook Library shall cooperate with the LIBRARY, at the LIBRARY’s sole expense, to the extent it is necessary for the LIBRARY to obtain any remedy described in this paragraph.

Section 3. Cost Allocation.

A. The Northbrook Library and Library parties agree to share the cost of Services as outlined in the attached scope of service according to the equitable formula for sharing costs agreed by the parties to this Agreement and outlined in Exhibit B, attached to this Agreement and incorporated as though fully set forth herein. Initial costs of \$10,225.00 in the aggregate will be paid by the 12 [twelve] member libraries of the IGA Steering and Programming Committees listed in Exhibit. Additionally, initial costs for services will also be drawn from the LIBRARY’s payment for services, mentioned in this Section 3.

B. Annually, RAILS shall send an invoice to the LIBRARY with a written calculation describing the share of such invoice for which the LIBRARY shall pay RAILS on behalf of Illinois Libraries Present. RAILS has the option to renegotiate its invoice obligations under this IGA in the last quarter, 2022. The LIBRARY shall also reimburse RAILS for its share of each invoice in accordance with the IL Prompt Payment Act. At the request of either party, CONTRACTING PROVIDER OF THE PROGRAM may provide additional resources and project work, outside the scope of Attachment A, to the Northbrook Library or LIBRARY. The party requesting the work shall be responsible for 100% of the cost.

B. The LIBRARY covenants to appropriate, budget and, when necessary, levy sufficient amounts in each fiscal year for the estimated fees for which it will be liable for the Services it receives.

Section 4. Termination. Either Party to this Agreement may terminate its participation in this Agreement upon ninety (90) days written notice to the other party (provided that if the CONTRACTING PROVIDER OF THE PROGRAM shall require greater advance notice, the CONTRACTING PROVIDER OF THE PROGRAM Contract shall control). Each Party shall remain liable for all costs accrued during the term prior to the effective date of the termination of this Agreement. The Library agrees that if it terminates its participation in this Agreement, that all pre-payments or deposits it has made for future programs are forfeited to Illinois Libraries Present.

Section 5. Records. Neither Party to this Agreement claims any proprietary interest of any nature whatsoever in any of the records of the other Party to this Agreement, provided that each Party shall cooperate with the other to the extent either Party receives a public records request related to the subject matter of this Agreement. Nothing herein shall be construed to require either Party to waive any available exemptions from disclosure described under applicable law.

Section 6. Miscellaneous.

A. Each party agrees that it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. Except as otherwise provided herein, no Party may, by its own actions, obligate the other Party to this Agreement. This division of liability is solely intended to be between the Parties to this Agreement and should not be construed as a waiver of any defenses and immunities each Party may have against third party claims.

B. The Parties to this Agreement agree to abide by all of the general rules and regulations applicable to them.

C. Severability. The Parties intend for this Agreement to remain in full force and effect to the greatest extent permitted by law, and for all applications allowed by law, notwithstanding whether any particular provision or application hereof is found to be unenforceable. Any invalid provision and any unenforceable application shall be deemed severable from the remainder of the Agreement.

D. Term. This Agreement shall continue until terminated in accordance with Section 4.

E. Notice. All notices hereunder shall be in writing, and shall be deemed given when delivered by email, in person, or by United States certified mail, with return receipt requested, and if mailed, with postage prepaid. All notices shall be addressed as follows:

If to the Northbrook Public Library:

Executive Library Director
Northbrook Public Library
1201 Cedar Lane
Northbrook, Illinois 60062

If to the Six Mile Regional Library District

Executive Director
Six Mile Regional Library District
2001 Delmar Avenue
Granite City, IL 62040

If to RAILS:

Reaching Across Illinois Library System
Re: Illinois Libraries Present
125 Tower Dr
Burr Ridge, IL 60527

F. Interpretation. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.

G. Additional Parties. This Agreement may be amended to add additional libraries. Each new library must adopt a resolution agreeing to be bound to the terms of this Agreement and the Northbrook Library must approve the addition of the new party.

H. Substitute Administrative Party. From time to time a library other than Northbrook Library may serve as the administrative party for the purpose of performing competitive bidding and contracting with CONTRACTING PROVIDER OF THE PROGRAMS. In those cases, the library serving as the administrative party shall have all the rights and responsibilities otherwise assigned to Northbrook Library in this Agreement and all other terms and conditions shall apply respectively.

I. Counterparts. This Agreement may be executed by facsimile, portable document format (.pdf) or other electronic means, and in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SO AGREED.

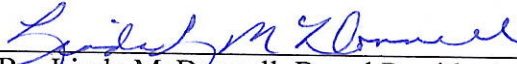
NORTHBROOK PUBLIC LIBRARY

LIBRARY


Jay Glaubinger (October 2021 16:02 CDT)

By: Jay Glaubinger, Board President

Date: September 23, 2021



By: Linda McDonnell, Board President

Date: November 9, 2021

REACHING ACROSS ILLINOIS LIBRARY SYSTEM

By: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES AND CONTRACT CONTRACTING PROVIDER OF THE PROGRAM

Illinois Libraries Present will provide one virtual program a month for all member libraries for a total of 6 programs during the January-June 2022 pilot period. Illinois Libraries Present aims to offer virtual programs featuring bestselling fiction and nonfiction authors, well-known presenters who speak on equity, diversity, and inclusion, and diverse speakers on topics of broad interest for a range of ages.

Member libraries may choose which programs they market to their patrons. Patrons may sign up to watch themselves or libraries may elect to broadcast the presentation for their patrons. Illinois Libraries Present will provide technical assistance, marketing collateral, and post program data analysis for member libraries.

Member libraries may elect to have staff participate in one of the Illinois Libraries Present committees and assist in the planning and execution of the events:

- Steering Committee
- Programming Committee
- Event Production Committee
- Marketing Committee
- Data Analysis Committee

The committees will be responsible for carrying out the work of Illinois Libraries Present and contract with vendors with approval from Northbrook Library.

Following the pilot program, Illinois Libraries Present intends to offer one program a month. Libraries shall sign up for an annual membership and receive access to all programs offered during the membership year of January 1 -December 31.

SAMPLE CONTRACT

Service Contract
Northbrook Public Library
c/o Illinois Libraries Present
1201 Cedar Lane
Northbrook, Illinois 60062
(847) 272-6224

Date:

This is a contract between the Board of Library Trustees of the Village of
Northbrook (Library) and _____ (Contractor).

Address:

City, State, Zip:

Telephone number:

Arrangements will be made through _____, (Library representative).

Date and Time of Program:

Virtual Performance Platform: Zoom

Title of program:

Payment Terms:

The Library will pay the Contractor, as compensation for services rendered, \$ _____.
Payment is due within 30 days of the program date and payable to _____.

Technical requirements:

Please attach a sheet with any specific requirements for virtual performance requirements for the program. The Contractor agrees to arrive _____ before the performance is scheduled.

In accordance with the Americans with Disabilities Act, some programs may be live captioned by a certified captioner. Performers are required to provide in a timely manner, upon request, information including but not limited to: outlines, powerpoints, lists of unique words or phrases, and/or a list of names used for programs that will be live captioned. All certified captioners are bound by the [National Association of Court Reporters and Captioners Code of Ethics](#). Any information supplied will be destroyed after the event.

Any performer that wishes to record their performance must request so in writing at least one week prior to the performance. The library reserves the right, in its sole discretion, to deny the recording of any program. The Library reserves the right, in its sole discretion, to deny the Contractor the right to record any virtual performance.

Force Majeure:

If either party is prevented from performing the obligations created because of illness, acts of God, strikes, etc. beyond the control of either of the parties, neither party shall be liable to the other.

Governing Law:

This Contract shall be governed by and construed in accordance with the laws of the State of Illinois, and venue for any dispute arising from this Contract will be in the courts of Cook County, Illinois.

Waiver:

Waiver by any party of any breach of any term, covenant or condition contained in this Contract shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition contained in this Contract.

Termination:

The Library may terminate this Contract at any time, with or without cause. This Contract also may be terminated at any time upon the mutual agreement of the Library and Contractor. In the event this Contract is terminated for any reason, Contractor will not be entitled to any compensation or remuneration.

Library Recordings:

The Library reserves the right to audio or video record any live program, including virtual performances unless otherwise indicated. The Library may retain the record in its files, may make it available on the Internet, or make it available otherwise for educational or promotional purposes. The Library shall provide a copy of the recording to the Contractor, upon the Contractor's request.

- ☐ Contractor hereby authorizes the Library to capture and use images and/or video of Contractor's program for educational and promotional purposes, including any virtual performances.
- ☐ Contractor does not authorize the Library to capture and use images and/or video of Contractor's program for educational and promotional purposes, including any virtual performances.

If the Contractor is providing the Library with a recording of the Program, the Library will make the recording of the Contractor's program available to Library patrons who register for the Program until _____ (insert date that program will be available). After that date, the Library will no longer make the recording of the Contractor's Program available to Library patrons. The Contractor will retain all intellectual property rights to the Contractor's Program.

Indemnification/Assumption of Risk:

I, the undersigned, agree that I _____ will indemnify and hold harmless the Northbrook Public Library, the Board of Library Trustees of the Village of Northbrook, its officers, agents and employees from and against any and all losses, liabilities, claims, demands, penalties, causes of action, damages, and costs and expenses (including reasonable attorneys' fees and court costs) arising out of or related to the acts and/or omissions of Contractor or in any way connected with the performance of this Contract.

Intellectual Property:

Contractor, and any of its performers or presenters, are solely responsible for complying with any and all applicable licensing, trademark, copyright, and other intellectual property laws and regulations relating to the Contractor's programs, performances, and merchandise sales.

Entire Agreement:

This Contract sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by both parties. The duties and obligations of this Contract may not be assigned by Contractor without the express written approval of the Library

By signing this Contract, the parties stipulate that they have read and understand this Contract in its entirety. Each person signing the Contract represents that they have the authority to sign the Contract on behalf of their respective party.

LIBRARY: _____ DATE: _____

CONTRACTOR: _____ DATE: _____

EXHIBIT B

PRICE FORMULA AND LIBRARY'S AGREED CONTRIBUTION

Pricing shall be based upon the library's operating budget as recorded in the Illinois Public Library Annual Report 8.17 TOTAL receipts (8.1 + 8.7 + 8.12 + 8.15) [PLSC 304]. Prices shall be equitably set based on budgets within six membership tiers. Overall costs will be determined by the total number of participating libraries and estimated expenses for the coming year.

\$0-\$249,999
\$250,000-\$749,999
\$750,000-\$1,499,999
\$1,500,000-\$2,999,999
\$3,000,000-\$4,999,999
\$5,000,000+

The initial cost for the program will be for the 6-month pilot and cover all expenses including zoom licensing, presenter fees, marketing, legal, and other administrative costs.

Library's Operating Budget	Total Pilot Cost
\$0-\$249,999	\$40.00
\$250,000-\$749,999	\$75.00
\$750,000-\$1,499,999	\$200.00
\$1,500,000-\$2,999,999	\$375.00
\$3,000,000-\$4,999,999	\$750.00
\$5,000,000+	\$1,150.00

Annual costs will be billed based on the same model and updated annually based on cost projections for the coming year. Illinois Libraries Present will aim to operate on a cost recovery basis and keep enough funds in the fund balance to provide for 6 months of expenses.

Steering and Programming Committee Library Members:

Algonquin
Arlington Heights
Downers Grove

Effingham
Evanston
Fairview Heights
Fox River Valley
Niles
Northbrook Oak
Park
Schaumburg
Shorewood-Troy

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