

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE DEKALB PUBLIC LIBRARY FOR THE USE OF MEETING SPACE IN THE LIBRARY BUILDING LOCATED AT 309 OAK STREET, DEKALB, ILLINOIS.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the DeKalb Public Library (the "Library") is a public library pursuant to the Illinois Local Library Act, 75 ILCS 5/1-0.1, *et seq.*; and

WHEREAS, the Article VII, Sec. 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize the City and the Library to enter into intergovernmental agreements to jointly exercise, combine, transfer, and enjoy their powers, privileges, functions, and authority; and

WHEREAS, the City is planning to relocate City Hall to a new building that will not have space available for regularly scheduled City Council ("Council") and Planning and Zoning Commission ("Commission") meetings; and

WHEREAS, the City and the Library have negotiated an intergovernmental agreement allowing the City to use available meeting space in the Library's Yusunas Meeting Room to host regular Council and Commission meetings (the "IGA") as attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City Council finds that approving the IGA is in the public interest and promotes the City's public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

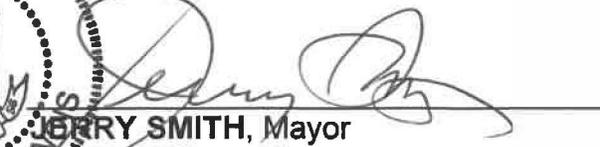
SECTION 1: The City Council approves the IGA in the same or substantially similar form as attached hereto and incorporated herein as Exhibit A, and the Mayor is authorized and directed to execute the IGA, subject to such revisions as shall be acceptable to him with the recommendation of City staff, and the City Clerk or the Deputy City Clerk are authorized and directed to attest the Mayor's Signature.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 22nd day of July 2019 and approved by me as Mayor on the same day. Passed by an 8-0 roll Call vote. Aye: Morris, Finucane, Smith, Fagan, McAdams, Verbic, Faivre, Mayor Smith: Nay: None.

ATTEST:


LYNN A. FAZEKAS, City Clerk


JERRY SMITH, Mayor

The seal of the City of DeKalb, Illinois, is circular with a double border. The outer border contains the text "CITY OF DE KALB" at the top and "STATE OF ILLINOIS" at the bottom. The inner border contains "DEKALB" at the bottom. In the center is a shield featuring a plow, a sheaf of wheat, and a bundle of cotton, with a rising sun in the background.

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INTERGOVERNMENTAL AGREEMENT FOR USE OF LIBRARY

This Intergovernmental Agreement ("Agreement") is made this 17th day of February, 2019 by and between the CITY OF DEKALB ("City") and the DEKALB PUBLIC LIBRARY ("Library") (collectively, the "Parties" or individually, "Party").

RECITALS

WHEREAS, pursuant to Article VII, Sec. 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.), and the Illinois Local Library Act (75 ILCS 5/1-0.1, et seq.) ("Local Library Act"), the Library and the City are authorized to enter into intergovernmental agreements to jointly exercise, combine, transfer, and enjoy their powers, privileges, functions, and authority; and

WHEREAS, the City is planning to relocate City Hall to a new building that will not have space available for regularly scheduled City Council ("Council") and Planning and Zoning Commission ("Commission") meetings; and

WHEREAS, the City has requested use of available meeting space in the Library's Building ("Building") to host regular Council and Commission meetings; and

WHEREAS, the Library wishes to cooperate with the City by making the Yusunas Meeting Room available on a priority basis to the City for two Council meetings a month on the second and fourth Mondays and two Commission meetings a month on the first and third Mondays; and

WHEREAS, in exchange for the right to priority access, the City is offering to install broadcasting infrastructure in the Yusunas Meeting Room and allow the Library unlimited use of the infrastructure and the City's audio/visual equipment when not in use by the City; and

WHEREAS, the Library finds that hosting City meetings will increase public awareness of the Library, and the services it provides, thereby furthering the Library's Strategic Plan of enriching, informing, entertaining and inspiring the DeKalb community;

NOW, THEREFORE, the Parties agree as follows:

1. **USE OF YUSUNAS MEETING ROOM** - Upon execution of this Agreement, City shall provide the Library Director a written schedule of the Council and Commission meetings for 2020. Thereafter, the City shall provide the Director a written calendar-year schedule of Council and Commission meetings on or before December 31 of the year that is more than 12 months prior to the requested calendar-year. For example, on or before December 31, 2019, the City shall provide the Director a schedule for calendar-year 2021. All meetings shall take place in the Yusunas Meeting Room and shall consist of no more than two Council and two Commission meetings per month on Monday nights unless a holiday requires a meeting to be held on a Tuesday night. However, the City shall notify the Library Director thirty (30) days prior to the first Monday of each month if the City desires to use the Yusunas Room for a Commission meeting. If the City does

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not require use of the Room, or fails to provide notice, the Library shall be permitted to make the Room available for public use. The Library will provide ordinary setup and teardown of the room including tables and chairs. Library audio/visual equipment and any additional items (podiums, screens, etc.) shall be set up by City staff. Reservations for additional meeting room space shall be subject to availability and comply with the Library's Meeting Room Use Policy.

2. **RENTAL FEES** - The Library shall not charge rental fees for the two Council and two Commission meetings per month. Reservations for additional meeting room space shall be subject to the room rental fees and policies in place at the time the reservation is made.
3. **TERM** - This Agreement shall be effective following execution by the parties and run until December 31, 2020. Thereafter, the Agreement shall automatically renew for five-year periods. This Agreement may be terminated at any time by either party, with or without cause, following six months written notice of the party's intent to terminate.
4. **AFTER HOURS USE** - The City shall be allowed to use the Building after regular Library hours if necessary for a regularly scheduled Council or Commission meeting. The Library agrees to waive the applicable after-hours security fee for such meetings in exchange for the City Manager and Chief of Police agreeing to follow Library protocol for closing the building following any after-hours meeting. The City Manager and Chief of Police shall attend any necessary training on closing procedures required by the Library Director.
5. **LIBRARY ADDRESS** - City shall be allowed to use the name, address, and telephone number of the Library to notify the public about the date and time of meetings.
6. **NOTICE OF MEETINGS** - The City shall be allowed to install one sign holder on the Library's front door, and one on the door of the Yusunas Meeting Room, to hold notices of agendas. Sign holders must be approved by the Library prior to installation. The City retains sole responsibility for the proper posting of agendas and notices related to City meetings.
7. **AUDIO/VISUAL EQUIPMENT AND UPGRADES** - City shall purchase any additional audio/visual equipment required for the meetings and the Library shall provide storage space for the equipment used during City meetings. The City will be permitted to make infrastructure improvements in the Yusunas Meeting Room as necessary to provide for broadcasting City Council meetings. Bidding, award, and construction of the improvements shall comply with all federal, state and local laws including, but not limited to, the Local Library Act. The City shall be solely responsible for maintaining the infrastructure improvements and the audio/visual equipment it purchases. City agrees to allow Library to use the infrastructure improvements and City audio/visual equipment for Library purposes whenever it is not in use for a City meeting. City shall also provide the Library training, including copies of any applicable user manuals, in the use of the infrastructure improvements and City audio/visual equipment as necessary to enable the Library to properly use and operate the improvements and equipment. All infrastructure

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upgrades shall become the property of the Library upon termination of this Agreement or, if requested by the Library, the City shall remove all such upgrades at City's sole expense. All City audio/visual equipment shall remain the property of the City. Any other materials used for City meetings must be stored off premises and cannot be left at the Library unless in use. The City shall install or provide an automatic defibrillator in the Yusunas Room or Main Lobby of the Library.

- 8. **INDEMNIFICATION.** To the fullest extent permitted by law, the City shall defend, indemnify, and hold the Library, its board members, officers, administrators, employees, volunteers, and agents, harmless against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the City's negligence or willful and wanton conduct. The Library shall defend, indemnify, and hold the City, its elected officials, officers, administrators, employees, volunteers, and agents harmless against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of Library's negligence or willful and wanton conduct. The indemnification obligations set forth herein shall survive expiration or termination of this Agreement.

- 9. **INSURANCE.** City will, at its sole cost, obtain and keep in force at all times during the term of this Agreement, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

Workers' Compensation:

- (a) State: Statutory
- (b) Employer's Liability
 - \$1,000,000.00 Per Accident
 - \$1,000,000.00 Disease, Policy Limit
 - \$1,000,000.00 Disease, Each Employee

Commercial General Liability: \$2,000,000.00 General Aggregate

Business Automobile Liability (including owned, non-owned and hired vehicles):

- i. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident

- ii. Property Damage:
 - \$1,000,000.00 Per Occurrence

Umbrella Excess Liability: \$2,000,000.00 over Primary Insurance

City must name the Library as an additional insured and provide Library with Certificates of Insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of Library to demand any certificate, endorsement or other evidence of full compliance with

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these insurance requirements or failure of Library to identify a deficiency from evidence that is provided shall not be construed as a waiver of City's obligation to maintain such insurance. The City agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction, or omission by the Library. Upon request, the City will provide copies of any or all policies of insurance maintained in fulfillment hereof. Failure to maintain the required insurance may result in immediate termination of this Agreement at Library's option.

10. AMENDMENT. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

11. ASSIGNMENT. This Agreement may not be assigned by the City or the Library without the prior written consent of the other party.

12. BINDING EFFECT. The terms of this Agreement will bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

13. NOTICE. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally or (2) by email. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt or (b) time-stamp email was sent. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Library shall be addressed to, and delivered at, the following address:

DeKalb Public Library
309 Oak Street
DeKalb, Illinois 60115-3369
Attn: Emily Faulkner, emilyf@dkpl.org

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of DeKalb
200 S. Fourth Street
DeKalb, Illinois 60115
Attn: City Manager

14. THIRD PARTY BENEFICIARY. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the parties.

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15. **LIBRARY LEGAL EXPENSES.** City agrees to reimburse Library for all legal fees and costs related to the creation of this Agreement and any amendments thereto. Library shall invoice City for such costs which shall be due 30 days following the date of the invoice. The prevailing party in any action relating to the enforcement of this Agreement shall have its reasonable attorney's fees and costs reimbursed by the non-prevailing party.

16. **GOVERNING LAWS.** This Agreement will be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

ATTEST:

By:

Lynn A. Fazekas
Lynn Fazekas

Title: City Clerk



CITY OF DEKALB

Jeffrey Smith
Jeffrey Smith

Its: Mayor

ATTEST:

By:

Kristine A. Ohman

Title: NOTARY PUBLIC

DEKALB PUBLIC LIBRARY

By:

Jed Newman

Its: SECRETARY

