

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: *5.b

Title:

Recommendation to Approve Intergovernmental Agreement with St. Charles Library for Placing Drop Box at New Police Station

Presenter:

Peter Suhr

Meeting: Government Services Committee

Date: June 24, 2019

Proposed Cost: NA

Budgeted Amount: NA

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

Recognizing that the New Police Station site would be a convenient location for City residents to return library books, the St. Charles Library requested installation of a free-standing book drop box on City property. The Police Station site design incorporates a concrete pad in the main parking lot to receive such drop boxes. A City of St. Charles drop box for bills and a US post office box will be next to the library drop box providing convenience to our residents, especially those on the West side. The Municipal building currently has a similar arrangement.

The Intergovernmental Agreement will be automatically renewed on an annual basis unless either party requests termination of the agreement. The St. Charles Library is responsible for the purchase, installation and maintenance of their drop box and will indemnify and hold harmless the City. Therefore, there is no cost to the City. The City attorney reviewed the agreement.

Attachments *(please list):*

*Intergovernmental Agreement Between St. Charles Public Library District and the City of St. Charles Regarding the Installation of a Book Depository dated 15 July 2019

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Approve Intergovernmental Agreement with St. Charles Library for Placing Drop Box at New Police Station.



St. Charles Public Library
One South Sixth Avenue
St. Charles IL 60174
630-584-0076 ■ FAX 630-584-9262
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**INTERGOVERNMENTAL AGREEMENT BETWEEN
ST. CHARLES PUBLIC LIBRARY DISTRICT AND THE CITY OF ST. CHARLES
REGARDING THE INSTALLATION OF A BOOK DEPOSITORY**

This Agreement is made this 15th day of July, 2019, between the St. Charles Public Library District, (the “Library”) Kane and DuPage Counties, Illinois, duly organized under the Public Library District Act of 1991, 75 ILCS 16/1-1, et seq. and the City of St. Charles (the “City”), Kane County, Illinois (collectively the “Parties”);

WITNESSETH:

Whereas, the 1970 Illinois Constitution Art. 7, Sec. 10, and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), authorize public agencies and units of local government, including tax0supported public library districts, to enter into intergovernmental agreements to exercise and jointly employ their respective powers, privileges, or authority, and jointly perform any governmental service, activity or undertaking; and the Parties are “units of local government” as defined by the 1970 Constitution of the State of Illinois, Art. 7, Sec 10; and

Whereas, the Parties recognize that an outdoor, free-standing book depository (“the Depository”), as depicted on Exhibit “A”, at the St. Charles Police Station, 1515 West Main St., St. Charles, Illinois (the “Property”) , located as depicted on Exhibit “B”, will be convenient for the persons who live on the far west side of St. Charles, which is within the jurisdictional boundaries of the Library;

Now Therefore, pursuant to the aforesaid legal authority and in consideration of the mutual promises and covenants hereafter set forth, the adequacy and sufficiency of which is hereby acknowledged, the **Parties mutually agree as follows:**

Section 1. Recitals: The aforesaid recitals are incorporated herein as substantive provisions of this Agreement.

Section 2. Book Depository. The Parties agree that installation of the Depository at the Police Station will be convenient for the person who live on the west side of the city limits, and the Library herby agrees to install the Depository, at the sole expense of the Library.

Section 3. Maintenance. The Library will provide book pick-up, servicing of, and shall maintain the Depository in good physical appearance, all at its expense.

Section 4. Termination. Either Party may terminate this Agreement on 60 days written notice of the other at its primary office, which notice shall be directed to the Library Director or Director of Public Works, respectively.

Section 5. Insurance and Indemnification.

A. Insurance. During the duration of this Agreement and any extension thereof, the Library shall maintain insurance coverage with the limits as follows:

1. Workers' Compensation Insurance with statutory limits.
2. Employer's Liability Insurance:
 - \$500,000 per accident
 - \$500,000 disease (policy limit)
 - \$500,000 disease (each employee)
3. Commercial General Liability Insurance:
 - a. Premises and operations, contractual liability, and broad form property damage:
 - \$1,000,000 Per Occurrence for bodily injury and property damage combined
 - \$2,000,000 Annual Aggregate per location for bodily injury and property damage combined
 - b. Products and completed operations (including broad form property damage):
 - \$1,000,000 Per Occurrence for bodily injury and property damage combined
 - \$2,000,000 Annual Aggregate per location for bodily injury and property damage combined
 - c. Personal injury liability:
 - \$1,000,000 per occurrence
 - \$1,000,000 annual aggregate
4. Business Auto Liability (including owned, non-owned and hired vehicles):
 - \$1,000,000 per accident for bodily injury and \$1,000,000 per accident for property damage
 - \$2,000,000 Annual Aggregate for bodily injury and \$2,000,000 annual aggregate for property damage

The Library shall furnish the City a certificate of insurance showing these coverages as a condition of this Agreement and annually thereafter. The City, its agents, officers and employees, shall be named as additional insured on each said policy for any liability arising out of the Library's duties under this Agreement. The Library's insurance company or insurance provider hereunder, shall provide the City with thirty (30) days' notice of any cancellation of insurance coverage.

B. Indemnifications: The Library shall indemnify and hold harmless the City, its officers, employees and agents, from and against any and all suits, actions, claims, losses, liabilities, judgments, damages, costs, expenses, and attorneys' fees of any nature due to personal injury or property damage arising from any act or omission of the Library, its employees and agents, arising out of, occurring in connection with, resulting from, or caused by the performance or failure to perform any act pursuant to the terms of this Agreement, including, but not limited to, the Library's installation of the Depository or its pick-up, physical maintenance and servicing of the Depository; provided, however, that the Library shall have no obligation to indemnify and hold harmless the City for the negligence of the City itself or its officers, employees or agents.

Section 6. Other Provisions.

A. If any provision of this Agreement shall be declared invalid for any reason by a court of competent jurisdiction, such invalidation shall not affect any other provisions of this Agreement which can be given effect without the invalid provision, and to this extent the provisions of this Agreement are severable.

B. This Agreement shall be valid and binding for a term of one (1) year, however, this agreement shall automatically renew for successive one (1) year periods unless one of the parties hereto provides written notice of termination to the other party not less than thirty (30) days prior to the expiration of the then-current term.

C. This Agreement may not be amended except pursuant to a written instrument signed by both Parties.

D. This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements or understanding (whether oral or written) between or among the Parties relating to the subject matter of this Agreement except those fully expressed herein.

In Witness Whereof, the Parties have hereunto set their hands and seals this _____ day of _____, 2019.

St. Charles Public Library District

City of St. Charles

By: _____
Robert T. Gephart, President

By: _____
Mayor

Attest:

Attest:

Karen L. Kaluzsa, Secretary

City Clerk

EXHIBIT "A"

DEPICTION OF THE DEPOSITORY



EXHIBIT "B"

DEPICTION OF THE LOCATION

