

BRANCH LIBRARY/WASHINGTON MIDDLE SCHOOL
LEARNING CENTER/TECHNOLOGY CENTER
JOINT AGREEMENT

School District 129, City of Aurora and Aurora Public Library

THIS AGREEMENT, made and entered into by and between the AURORA WEST SCHOOL DISTRICT 129 (SCHOOL DISTRICT), a unified school district duly organized and existing under the laws of the State of Illinois, The CITY OF AURORA ("CITY"), a political subdivision duly organized and existing under the laws of the State of Illinois, and The AURORA PUBLIC LIBRARY ("LIBRARY"), a City Library duly organized and existing under the laws of the State of Illinois:

WITNESSETH:

WHEREAS, the Board of Education of the SCHOOL DISTRICT, the Council of the CITY, and the Board of Directors of the LIBRARY, deem it expedient, advisable and in the best interests of the residents of the governmental bodies to provide a Learning Center/Technology Center and a Branch Library for the joint use by the SCHOOL DISTRICT and the residents of the CITY; and

WHEREAS, the Constitution of the State of Illinois 1970, Article VII, Local Government, Section 10, provides for intergovernmental cooperation in and authorizes units of local government to obtain or share services to exercise, combine or transfer any power or function in any manner not proscribed by law or ordinance and authorizes use of government to use their credit, revenues and other resources to pay costs and to service debts related to intergovernmental activities; and

WHEREAS, 5 ILCS 220/1 et.seq., commonly known as the Intergovernmental Cooperation Act, provides that any powers, privileges or authorities which may be exercised by an agency of this state may be exercised and enjoyed jointly with any other agency of this state and provides for appropriations and the furnishing of property, personnel and services and specifically authorizes intergovernmental contracts; and

WHEREAS, the Board of Education of the SCHOOL DISTRICT, the Council of the CITY and the Board of Directors of the LIBRARY commissioned an independent architect to prepare a conceptual building design for the Learning Center/Technology Center/Branch Library

to provide for services both currently offered and needed for the future, and such has been completed and accepted by the governmental bodies; and

WHEREAS, it is hereby agreed that the Learning Center/Technology Center/Branch Library shall be constructed on the SCHOOL DISTRICT owned property on the south side of the current Washington Middle School building site; and

WHEREAS, it is necessary for the SCHOOL DISTRICT, the CITY and the LIBRARY in order to construct, operate and finance a Learning Center/Technology Center/Branch Library, to define the limits and responsibilities of the parties as it relates to construction, operation and financing; and

WHEREAS, the Illinois Compiled Statutes relating to conveyances provides for the transfer of real estate between municipal corporations upon such terms as may be agreed upon by the corporate authorities of both municipalities;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I

CONSTRUCTION RESPONSIBILITIES OF THE POLITICAL SUBDIVISIONS

- I-1 The SCHOOL DISTRICT and LIBRARY shall each individually be responsible for the following:
- a. Provide for a project representative to act on behalf of that party during planning and construction phases of the project.
 - b. Construction costs pursuant to the formula as set forth in Section I-2 of this Agreement and furnishing costs for that portion of the building to be occupied by that party or to be used solely by that party.
 - c. Mechanical equipment including but not limited to: heat, electrical and plumbing, necessary to service that portion of the building to be occupied by that party.
 - d. Exterior site identification signage for each party. It is expressly understood that the parties will work together with the architects to insure uniformity in signage design and location which will be in conformance with the City Sign Ordinance.
 - e. SCHOOL DISTRICT shall have sole responsibility to landscape the site.

I-2 The SCHOOL DISTRICT and LIBRARY shall jointly be responsible for the following:

- a. Service and any associated fees to provide utilities to the site such as water, sewer, gas, electric, telephone and cable. Easements for utilities shall be provided as needed.
- b. Site drainage for hard surfaces developed on the site to include buildings, parking lots and walkways.
- c. Parking lot and walkway construction costs.
- d. The acquisition of joint use furnishings and joint use computers and associated computer equipment and fixtures.
- e. Review and approval of contractor progress reports, progress payout applications, waivers of lien, and final acceptance for that portion of the building to be occupied by that party. Notwithstanding the foregoing reference to "waivers of lien" in this paragraph, to the fullest extent permissible by law, any contract or contracts between the general contractor(s) and the parties hereto shall provide that no lien or claim may be filed or maintained by any contractor, subcontractor or supplier of materials as may be allowed pursuant to the Mechanic's Lien Law (770 ILCS 60/21).
- f. Retain the services of a licensed professional architect to design the building.

The costs for the components listed in I-1 and I-2 (except sub-paragraph I-2d, which items shall be shared equally) above of the project shall be proportionately shared by the parties based on the approximate ratio of gross square footage of building space occupied by the Learning Center/Technology Center and Branch Library. As presently designed, the Library shall occupy approximately 20,000 square feet, the Technology Center approximately 4000 square feet, and the Learning Center approximately 4000 square feet. For purposes of cost allocation the parties agree that this ratio is 70% for the Library and 30% for the School District.

ARTICLE II

OPERATIONAL RESPONSIBILITIES OF THE POLITICAL SUBDIVISIONS

II-1 The SCHOOL DISTRICT and LIBRARY shall each individually be responsible for the supervision and costs of operating their respective portions of the building to include but not limited to the following:

- a. Utility consumption for lighting, heat, telephone, cable T.V., water and sanitary sewer service by separate metering.

- b. Interior building maintenance and repairs to include all customary custodial services, painting, pest control, and other routine maintenance activities.
- c. Building security for both fire and burglar systems to include all monitoring, runner service, and any other chargeable service.
- d. Exterior building maintenance and repairs to include roofing, siding, windows and entryways.
- e. All materials, supplies, staffing and other costs associated with the parties operational activities of their respective portions of the building.
- f. Maintain property insurance protection in the full replacement value of the building and contents with property damage insurance protection with a five hundred thousand dollar limit of liability and general liability insurance protection with a minimum of three million dollar limit of liability.

II-2 The SCHOOL DISTRICT shall be responsible for the supervision and costs associated with exterior maintenance of the site to include only the following:

- a. Lawn, trees, shrubbery and flower bed maintenance.
- b. Roadway, parking lot and walkway snow and ice removal.
- c. All survey costs needed to properly execute the transfer of title of property to the LIBRARY, including access easements.

II-3 The SCHOOL DISTRICT and LIBRARY shall jointly be responsible for and equally share the cost of the following;

- a. Roadway and parking lot surface replacement, maintenance and repairs including resurfacing, seal coating and striping.
- b. All exterior building security lighting.
- c. All roadway lighting.
- d. All parking lot lighting.

II-4 The SCHOOL DISTRICT and LIBRARY shall be responsible for building expansion as follows:

The SCHOOL DISTRICT shall convey to the LIBRARY the real property immediately surrounding and under the library portion of the building. Any expansion shall be at the sole expense of the LIBRARY. In the event that the LIBRARY portion of the building is expanded during the term of this Agreement or any extension thereof, then the

operation of the LIBRARY shall continue to be governed by the terms and conditions of this Agreement.

Similarly, should the SCHOOL DISTRICT expand its portion of the building during the term of this Agreement or any extension thereof, at its sole expense, then the operation of its portion of the building shall continue to be governed by the terms and conditions of this Agreement.

ARTICLE III CONSTRUCTION AND DEVELOPMENT FINANCING

- III-1 The SCHOOL DISTRICT shall finance all capital costs for the SCHOOL DISTRICT'S proportionate share of the project.
- III-2 The CITY shall finance all capital costs for the LIBRARY'S proportionate share of the project.
- III-3 It is understood that the SCHOOL DISTRICT shall front fund all capital costs (architectural and engineering fees, and all general contractor pay requests relating to site development and building construction) incurred by the LIBRARY through the mutual agreement of all parties and the CITY shall repay the SCHOOL DISTRICT all capital costs paid by the SCHOOL DISTRICT on behalf of the LIBRARY no later than 15 days from the receipt of proof of payment by the SCHOOL DISTRICT (which proof of payment shall also be submitted to the LIBRARY director and to the office of the Mayor of the CITY). City will not be charged any interest cost.

ARTICLE IV COMMON HALLWAY

- IV-1 The building shall be constructed with an inside hallway as part of the SCHOOL DISTRICT portion of the building. The SCHOOL DISTRICT shall be solely liable for maintenance and repair of the hallway. However, the public shall have unrestricted use of the hallway and entrance as an entrance into the LIBRARY portion of the building. The outside door to the hallway shall be open to the public at all times that the LIBRARY is open to the public. The hallway is depicted on the schematic design of the new Learning Center/Technology Center/Branch Library prepared by the architectural firm of Unteed Nelson Slack Anderson, Ltd.

ARTICLE V DAMAGE OR DESTRUCTION BY FIRE OR OTHER CAUSES

- V-1 In the event that the building or any portion thereof is destroyed or damaged by fire, wind, water or other cause, each party shall be responsible for the prompt repair or

reconstruction of that portion of the building occupied by that party at that party's expense. Any damage or destruction of the party wall shall be repaired or reconstructed pursuant to the terms of the party wall agreement. Each shall be liable to repair or reconstruct damage or destruction to any of the landscaping or other improvements or structures on real property owned by each party.

ARTICLE VI TITLE/OWNERSHIP OF REAL & PERSONAL PROPERTY

- VI-1 The SCHOOL DISTRICT shall retain ownership to all real property, exclusive of that portion conveyed to the LIBRARY.
- VI-2 The SCHOOL DISTRICT shall deed ownership to the LIBRARY of that portion of the SCHOOL DISTRICT property immediately surrounding the library portion of the building. The SCHOOL DISTRICT shall grant to the LIBRARY access to and unrestricted use of the roadways and parking lots by granting mutually acceptable easements.
- VI-3 The SCHOOL DISTRICT shall retain ownership to all personal property purchased by it and used at the Community Technology Center and the District Learning Center.
- VI-4 The LIBRARY shall retain ownership to all personal property purchased by it for and used at the Community Technology Center and the LIBRARY.

ARTICLE VII TECHNOLOGY CENTER

- VII-1 It is contemplated by the parties that the Community Technology Center shall be jointly used by the SCHOOL DISTRICT and the LIBRARY, including use by students of the SCHOOL DISTRICT during normal school hours. The parties shall determine and publish a schedule of hours and uses for access by the public.
- VII-2 Computer equipment for the Community Technology Center shall be as agreed upon by the parties. Acquisition of such equipment shall be done by the SCHOOL DISTRICT, and the LIBRARY shall reimburse SCHOOL DISTRICT for one-half of the acquisition cost thereof. Ownership of such computer equipment shall remain with the SCHOOL DISTRICT, and SCHOOL DISTRICT shall be responsible for the maintenance thereof. Any upgrades or acquisition of new equipment shall be by agreement of the parties, with the cost of acquisition of such upgrades or new equipment to be shared equally by the SCHOOL DISTRICT and the LIBRARY.

**ARTICLE VIII
TERM OF THE AGREEMENT**

VIII-1 The term of this Agreement shall be from _____, 1995 to _____, 2094. This Agreement shall continue in full force and effect after _____, 2094, unless either the SCHOOL DISTRICT or the LIBRARY gives to the other party a twenty-four (24) month advance written notice of its intention to terminate the Agreement at the end of the twenty-four (24) month period. If a party ("Terminating Party") gives such a twenty-four (24) month termination notice to the other party ("Remaining Party"), then at the end of the twenty-four (24) month period, the Remaining Party shall have the right to purchase the Terminating Party's property, including building, fixtures and appurtenances thereto under the following terms and conditions: the Remaining Party shall pay as a purchase price for the Terminating Party's property the sale/purchase price agreed to by the parties. If the parties are unable to reach an agreement as to the sale/purchase price, then the price shall be determined by an appraiser mutually agreeable to the SCHOOL DISTRICT and LIBRARY and if the parties cannot agree upon an appraiser, then an appraiser shall be appointed by the Chief Judge of the state court having jurisdiction over the area in which the property is located. The appraiser's determination of the sale/purchase price shall be binding on all parties.

The sale/purchase price shall be paid to the Terminating Party. If the Terminating Party is the LIBRARY, then the sale/purchase price shall be paid to the LIBRARY. In the event that the Remaining Party does not elect to purchase the Terminating Party's property, then the Terminating Party may use or dispose of the property in any manner agreeable to it.

**ARTICLE IX
NOTIFICATION TO PARTIES**

IX-1 Any notice given, either under this agreement or by statute, shall be given by either personal service to the party or by registered or certified mail with a return receipt requested. Such notice shall be deemed received upon delivery, if by personal service, or two business days after postmark, if by mail. The notice shall be given to the SCHOOL DISTRICT at its main office address, and to the LIBRARY at its main office address.

**ARTICLE X
APPROVAL OF RESPECTIVE GOVERNING BOARD**

X-1 This Agreement shall not be effective until and unless the Agreement has been approved by a duly passed written resolution of the Board of Directors of LIBRARY, by a fully passed written resolution of the Board of Education of the SCHOOL DISTRICT, and by a duly passed resolution of the City Council of the CITY.

**ARTICLE XI
MODIFICATION OR AMENDMENTS**

XI-1 This Agreement shall not be changed, modified or amended unless said change is reduced to writing, approved by all parties to the Agreement, and executed by the respective officers of each party.

**ARTICLE XII
DATE OF AGREEMENT**

XII-1 This Agreement shall be dated as of the date that the last of the three governing boards duly passes and approves the execution of this Agreement.

CITY OF AURORA, IL

AURORA PUBLIC LIBRARY

BY: 

MAYOR

BY: 

PRESIDENT

ATTEST: 

CITY CLERK

ATTEST: 

SECRETARY

DATED: October 3, 1995

DATED: Sept. 15, 1995

AURORA WEST SCHOOL DISTRICT NO. 129

BY: 

PRESIDENT

ATTEST: 

SECRETARY

DATED: Sept. 18, 1995

CITY OF AURORA, ILLINOIS
RESOLUTION NO. R95-471
DATE OF PASSAGE October 3, 1995

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
WITH SCHOOL DISTRICT 129 AND THE AURORA PUBLIC LIBRARY






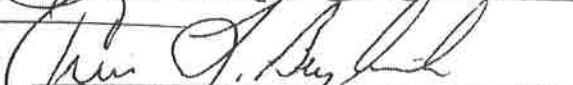


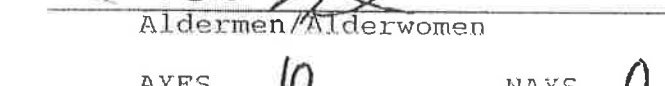

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, The City of Aurora, School District 129, and the Aurora Public Library, (collectively known or "the parties") have agreed to jointly construct a 28,000 square foot middle school learning center, branch public library, and technology center at Washington Middle School.

WHEREAS, The Parties have negotiated an Intergovernmental Agreement, a copy of which is attached hereto, outlining the respective responsibilities of the Parties as to the construction, financing, and maintenance of said learning center/ library/ technology center.

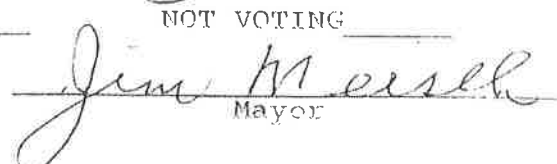
NOW, THEREFORE, Be it resolved by the City Council of The City of Aurora, Kane and DuPage Counties, Illinois that the Mayor and City Clerk are hereby authorized to execute the attached Intergovernmental Agreement with School District 129 and the Aurora Public Library.

	
	
	
	
	
Aldermen/Alderwomen	Aldermen/Alderwomen

AYES 10 NAYS 0

ATTEST:

City Clerk

NOT VOTING

Mayor