

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

School District 129, Aurora Public Library, and City of Aurora

THIS AMENDED AGREEMENT, made and entered into by and between the WEST AURORA SCHOOL DISTRICT 129 ("SCHOOL DISTRICT"), a public school district duly organized and existing under the laws of the State of Illinois, the AURORA PUBLIC LIBRARY ("LIBRARY"), a city library duly organized and existing under the laws of the State of Illinois, and the CITY OF AURORA ("CITY"), a political subdivision duly organized and existing under the laws of the State of Illinois (individually "PARTY" and collectively "PARTIES"):

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois 1970, Article VII, Local Government, Section 10, provides for intergovernmental cooperation and authorizes units of local government and school districts to contract or otherwise associate among themselves to obtain or share services, and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ICLS 220/1 et seq.) 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 agencies of this state; and

WHEREAS, on October 3, 1995, the PARTIES entered into an intergovernmental cooperation agreement providing for the construction of the Aurora Public Library –

West Branch ("West Branch") on the grounds of the SCHOOL DISTRICT'S Washington Middle School ("School"); and

WHEREAS, the West Branch has now been constructed, all contractors have been fully paid, and the SCHOOL DISTRICT has conveyed the land underlying and immediately adjacent to the West Branch to the LIBRARY; and

WHEREAS, the PARTIES desire to define their limits and responsibilities as it relates to the operation of the West Branch;

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

1. The SCHOOL DISTRICT and the LIBRARY shall each individually be responsible for the supervision and costs of operating the School and the West Branch, respectively, to include but not be limited to:
 - 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 burglary 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 buildings; and
 - f. Maintaining property insurance protection in the full replacement value of their respective buildings and contents, as well as general liability insurance with minimum limits of liability in the amount of \$5,000,000.

2. The SCHOOL DISTRICT shall be responsible for the performance and costs associated with exterior maintenance to include only the following:
 - a. Lawn, trees, shrubbery, and flower beds; and
 - b. Roadway, parking lot, and walkway snow and ice removal.*
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; and
 - d. All parking lot lighting.
4. The mechanical equipment for the West Branch shall be located in the School's furnace room adjacent to the School's technology center and on School property outside of the furnace room.
5. The following terms shall govern use of the West Branch:
 - a. LIBRARY employees and patrons shall have access to its building through the south entrance;
 - b. The SCHOOL DISTRICT shall, at its cost, remove the double doors on the west side of the West Branch entry corridor and replace it with a wall composed of block, brick, and/or glass as deemed appropriate by the SCHOOL DISTRICT;
 - c. The SCHOOL DISTRICT shall, at its cost, remove the single solid door on the west wall of the West Branch office area, providing access to the School's technology center, and replace it with a wall composed of block or brick as deemed appropriate by the SCHOOL DISTRICT;

* NOTE ABOUT TIMING OF SNOW REMOVAL: The Parties acknowledge that the schedules of the West Branch and the schedules of the School will differ from time to time, e.g., School holidays/vacation. The SCHOOL DISTRICT acknowledges that its obligations relating to snow and ice removal shall be performed timely to enable the West Branch to function during West Branch's scheduled hours even if the School is not in session.

- d. With respect to the door removals and wall repairs specified in the immediately preceding subparagraphs b. and c., the LIBRARY and SCHOOL DISTRICT will confer in the spirit of intergovernmental cooperation as to the aesthetics of the wall repairs. In the event the LIBRARY and SCHOOL DISTRICT are unable to agree on the wall repairs, the decision of the SCHOOL DISTRICT shall be final. The SCHOOL DISTRICT will consider all reasonable input from the LIBRARY with respect to wall repairs.
 - e. Should any SCHOOL DISTRICT employee, contractor, or other representative need access to the West Branch, that individual will enter the West Branch through the south entrance, report to the front desk for entry, and present his or her state-issued identification; and
 - f. Should any LIBRARY employee, contractor or other representative need access to the School for any reason, including servicing of the West Branch's interior and/or exterior mechanical equipment, that individual will enter the School through its main entrance, present his or her state-issued identification, and be escorted by a School employee to the appropriate destination. If the LIBRARY needs access to the School when the School is not in session, e.g., School holidays/vacation, the SCHOOL DISTRICT will make available at reasonable times a School employee/School representative to provide LIBRARY access.
6. In the event the School or West Branch, or any portion thereof, is destroyed by fire, wind, water, or other cause, each PARTY shall be responsible for the prompt repair, replacement, or reconstruction of its property at its expense. Any damage or destruction of (a) the party wall between the School and the West Branch, or (b) any of the landscaping, or (c) any of the other exterior improvements shall be repaired or reconstructed, and the cost thereof shared equally, by the PARTIES.
7. The SCHOOL DISTRICT and the LIBRARY shall meet and confer as necessary to address items of mutual concern regarding operation of the School and the West Branch.

8. Any notice to be given under this Agreement shall be given either by personal service or by certified mail, return receipt requested, at the following addresses:
- a. If to the SCHOOL DISTRICT:

West Aurora School District 129
Attention: Superintendent
1877 W. Downer Place
Aurora, IL 60506
 - b. If to the LIBRARY:

Aurora Public Library
Attention: Executive Director
101 S. River Street
Aurora, IL 60506
9. This Agreement shall not be modified or amended unless reduced to writing, approved by the governing board of each PARTY, and executed by the respective officer of each PARTY.
10. This Agreement supersedes and replaces the Branch Library/Washington Middle School Learning Center/Technology Center Joint Agreement of October 3, 1995 (Joint Agreement) and a Letter of Understanding of November 13, 1996 which are hereby terminated and no longer of any force or effect.
11. This Agreement shall be effective on the date last approved by any of the PARTIES.
12. The CITY executes this Agreement as the CITY was a signator on the Joint Agreement and the Joint Agreement provided as follows:
- "XI-I 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."

AURORA PUBLIC LIBRARY

By: [Signature]
President, Board of Trustees

Attest: [Signature]
Secretary, Board of Trustees

By: _____

Dated: 10/23/19

CITY OF AURORA

By: _____
Mayor

Attest: _____
Clerk

Dated: _____

WEST AURORA SCHOOL DISTRICT 129

By: [Signature]
President, Board of Education

Attest: [Signature]
Secretary, Board of Education

Dated: 11/4/19