

INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE LIBRARY SERVICE

This agreement made and entered into this **21st day of May 2026** between the Illini Central Community Unit School District #189 of Mason County, a body politic, hereinafter referred to as the SCHOOL DISTRICT, and the Mason City Public Library District, a body politic, hereinafter referred to as the LIBRARY DISTRICT, witnesseth:

WHEREAS, the School District currently provides library services to the staff and students of the Illini Central Community Unit School District No. 189; and

WHEREAS, the Library District currently provides library services to the townships of Salt Creek, Crane Creek, Pennsylvania, and Mason City; and

WHEREAS, both Districts recognize and acknowledge the legal obligation of the Library District to provide library services to residents of the Library District to valid library card holders, and,

WHEREAS, the School District and Library District have for the past 21 years been cooperating to provide library services, both for community members, school students and school faculty, and now want to perpetuate their agreement to an undetermined time in the future to assist the School District in continuing their use of additional classroom space within its school buildings and to have access to expanded and better-quality library services for its staff and students,

Now, THEREFORE, for and in consideration of the mutual promises and covenants herein, and further in consideration of the recitals made hereinabove, the parties enter into this Intergovernmental Agreement acknowledging the sufficiencies of the promises from one to the other, and do agree and covenant as follows:

A. Joint Library Services

The Project shall be jointly undertaken by the School District and the Library District.

The School District shall provide the real estate, parking and access road located south of the Illini Central High School and the Library District shall provide the library building.

The Library District shall provide library services using its present library materials to all high school, middle school, elementary and pre-K students. In addition, library service will be provided to all Illini Central School District staff for classroom educational purposes and all Illini Central School District students will be allowed to participate in the Public Library District's summer reading program. The School District shall make such materials available to valid library cardholders of the Mason City Public Library District during such hours and under such conditions as may be specified by the Library District.

The Library District shall provide library services to the residents of the Mason City Public Library District and shall purchase library materials and equipment which shall be made reciprocally available to the School District high school and middle school, elementary and pre-K students and staff, as well as library card holders.

All materials purchased by either District shall be equally available to all users, with the exception of certain materials that the librarian may place on reserve for student projects or library programming needs.

B. Building Use

The Library District shall control the use of the Library Building as determined by Library District policy and procedures.

C. Maintenance

The School District shall maintain the library building in a usable, safe, and clean condition for use by the Library District. The School District will provide custodial services and supplies, utilities including garbage, internet access and necessary routine maintenance in a timely manner. The Library District will provide telephone service and shall be responsible for maintenance of the building. Operation and maintenance of heating/air conditioning for the library shall be provided by the Library District. The School District shall provide for snow removal for parking areas and walks and maintain the lawn.

D. Hours of Operation

The Library District shall schedule hours of operation and staff the library for at least 80% of school hours. The Library District shall provide library services during non-school hours at its discretion.

E. Management

To perform the duties herein, the Library District will provide a qualified administrator/librarian. Qualifications for the administrator/librarian will be determined by the Library District.

F. Ownership of Materials

The Library District shall be the owner of materials located in the library building marked as property of the Library District. The School District shall be the owner of materials located in the library building marked as property of the School District.

G. Library Users

The Library District agrees to issue a library card to all students and employees of the School District who reside in the Library District. Employees, high school, middle school, elementary and pre-K students at the School District who reside outside the library district shall be issued school library cards valid only in the Mason City Public Library District.

The library can provide an introduction to and overview of library resources to new teachers in the district upon the request.

Recreational and pleasure items could be limited for school cardholders.

All holders of valid library cards will be allowed to use the library facilities during open hours.

The School District reserves the right to remove any group or individual from the premises if the group or individual becomes disruptive of the educational process and assumes full responsibility for its actions in so doing.

The Library District reserves the right to remove any group or individual from the premises if the group or individual becomes disruptive and assumes full responsibility for its actions in so doing.

H. Insurance

The Library District will provide insurance for its own building and contents.

The School District will provide insurance for its own contents.

The Library District agrees to purchase general public liability insurance in keeping with State of Illinois Library regulations and/or guidelines.

The School District and the Library District shall each separately and individually assume full responsibility for loss or damage to its own materials.

I. Selection of Materials

The Library District will be responsible for selections and reconsideration of purchases following the policy adopted by its respective governing authority.

J. Regulations

The Library District will comply with State library regulations. In the event of conflict between the Library District's policies and the School District's policies, the Library District Board will have final authority.

K. Communications

Each District may, by mutual agreement, meet in joint session to discuss areas of mutual concern.

Each District may send a delegation or individual to attend regularly scheduled meetings of the other District, where mutual concerns may be addressed free of time limitations or other concerns may be addressed free of time limitations or other concerns may be addressed free of time for public input.

L. Modification of Agreement

This agreement may be reviewed at any time and may be altered by mutual consent, providing that the District desiring the modification shall give the other District at least sixty (60) days in which to consider, approve or reject any such proposed modification. This agreement can only be modified in writing.

M. Term of Agreement

This agreement shall be in full force and effect July 1st, 2026 until June 30th, 2030 (a period of four years).

N. Renewal of Agreement

Either District may begin discussions for renewal of the agreement anytime during the last fiscal year of the agreement which begins July 1, 2029.

If neither District has given written notice of termination or continuation and no successor agreement has been reached by June 30, 2030 this agreement will terminate.

O. Saving Clause

It is mutually understood and agreed that all agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

The agreements, covenants, terms, and conditions herein contained may be modified only through the written mutual consent of the parties hereto.

P. Cost of service

The school district will pay the library district for the terms of the agreement, the following amount:

FY 2026-2027 \$75,000.00

payable in three installments due on Oct. 1, 2026, Jan. 1, 2027 & April 1, 2027

FY 2027-2028 \$75,000.00

payable in three installments due on Oct. 1, 2027, Jan. 1, 2028 & April 1, 2028

FY 2028-2029 \$75,000.00

payable in three installments due on Oct. 1, 2028, Jan. 1, 2029 & April 1, 2029

FY 2029-2030 \$75,000.00

payable in three installments due on Oct. 1, 2029, Jan. 1, 2030 & April 1, 2030

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this **May 21st, 2026**.

For the Mason City Public Library
District

For Illini Central Community Unit
School District #189

President, Board of Trustees

President, Board of Education

ATTEST:

Secretary, Library District

Secretary, School Board