

**NALOXONE BOX INTERGOVERNMENTAL AGREEMENT BETWEEN
THE OAK PARK PUBLIC LIBRARY AND THE VILLAGE OF OAK PARK**

THIS NALOXONE BOX INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “Agreement”) is made as of May ____, 2023 (hereinafter referred to as the “Effective Date”) by and the OAK PARK PUBLIC LIBRARY, Cook County, Illinois, a public library pursuant to the Illinois Public Library Act, 75 ILCS 5/1-0.1 et seq. and body politic and corporate of the State of Illinois (“Library”) and the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”).

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize the Village and the Library to contract to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges or authority which any of such public agencies is authorized to perform; and

WHEREAS, the Village and the Library (collectively referred to as “the Parties”) are public agencies as that term is defined by the Act, 5 ILCS 220/2; and

WHEREAS, the Village and the Library are public agencies as that term is defined by the Act; and

WHEREAS, the Village wishes a Naloxone box (hereinafter referred to as the “Box”) to be installed on Library property inside the building of the Main Library at 834 Lake Street, in the Village (hereinafter referred to as the “Property”).

NOW, THEREFORE, in consideration of the terms of this Agreement, the Library and the Village agree as follows:

Section 1. Recitals Incorporated. The foregoing recitals are incorporated into this Agreement by this reference as findings of the Library and the Village.

Section 2. Box Procurement. The Village shall purchase and the Box at no charge to the Library. The Village shall perform any and all necessary modifications to the Box prior to the box being installed.

Section 3. Box Installation. The Library shall install the Box. Upon the Box’s installation, the Village will continue to maintain ownership and control of the Box.

Section 4. Box Maintenance. The Village shall solely be responsible for any and all maintenance of the Box upon its installation by. This includes being responsible for routinely checking and refilling the contents of the Box on a regular basis and replacing, at its own expense, the Box if it is damaged or vandalized.

Section 5. Village Indemnification of the Library. The Village shall indemnify, hold harmless, and defend the Library from any and any and all claims, causes of actions, damages, lawsuits, administrative proceedings, and costs and expenses including without limitation all reasonable attorney fees, that are caused by, arise from, or relate to the operation of the Box under this Agreement and the maintenance thereof, except for the negligent or willful acts or omissions of the Library. The Library shall indemnify, hold harmless, and defend the Village from any and any and all claims, causes of actions, damages, lawsuits, administrative proceedings, and costs and expenses including without limitation all reasonable attorney fees, that are caused by, arise from, or relate to the installation of the Box.

Section 6. Amendments. The terms of this Agreement may be amended only by a written amendment approved by the corporate authorities of the Library and the Village.

Section 7. Entire Agreement. This Agreement is the entire agreement between the Library and the Village related to the Box. Any oral representations related to the Box have no force or effect, and modifications to this Agreement must be in writing and must be signed by all parties to this Agreement. No right or interest in this Agreement shall be assigned, in whole or in part, by either party without the prior written consent of the other party.

Section 9. No Assignment of Rights; No Third-Party Rights. Neither the Village nor the Library may assign any of its rights or benefits under this Agreement to any entity or person. The rights and benefits under this Agreement are exclusive to the Village and the Library and do not inure to any successors of the Village or the Library. This Agreement is not intended to, and does not, confer any rights on any third party.

Section 10. Notices. Any notice under this Agreement will be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by e-mail to the persons and addresses indicated below:

If to the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
E-mail: villagemanager@oak-park.us

If to the Library:

Executive Director
Oak Park Library
834 Lake St.
Oak Park, IL 60301
E-mail: jdixon@oppl.org

Notice by certified mail and notice by e-mail will be deemed effective on the first business day after the notice is sent.

Section 11. Waiver. No waiver by either the Village or the Library of any breach of this Agreement will be deemed to imply or be a waiver of any other breach at any time of this Agreement.

Section 12. Governing Law. The laws of the State of Illinois will apply to the interpretation of this Agreement.

Section 13. Binding Authority. The Village and the Library each represent that the persons signing this Agreement have been properly authorized by the corporate authorities to do so.

Section 14. Severability. If any of the provisions of this License shall be deemed illegal, invalid, unconstitutional or unenforceable by any court of law having competent jurisdiction, such decisions shall not invalidate or negate the other remaining provisions of this License.

Section 15. Effective Date. The effective date of this Agreement as reflected above shall be the last date of its execution by either the Village or the Library.

Section 16. Headings and Titles. The headings and titles provided in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

Section 17. Counterparts; Facsimile or PDF Signatures. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Village and the Library have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

OAK PARK PUBLIC LIBRARY

Kevin J. Jackson, Village Manager

Joslyn Bowling Dixon, Executive Director

Date: _____, 2023

Date: _____, 2023

ATTEST

ATTEST

Christina M. Waters, Village Clerk

Robert Simmons, Director of Social Services
and Public Safety

Date: _____, 2023

Date: _____, 2023