

FILED

RES. 5-1

MAR 01 2022

Don Hayes
Sangamon County Clerk

**AGREEMENT
Between
THE ABRAHAM LINCOLN PRESIDENTIAL LIBRARY & MUSEUM
And
SANGAMON COUNTY, ILLINOIS**

This Intergovernmental Agreement (hereinafter "Agreement") made as of the date last signed below, by and between the Abraham Lincoln Presidential Library and Museum (hereinafter "ALPLM") and the County of Sangamon (hereinafter "County"), collectively referred to hereinafter as "Parties."

RECITALS

- A. WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220) and the Constitution of the State of Illinois (Article 7, Paragraph 10) permit State agencies and governmental units to cooperate in the performance of their responsibilities by contracts and other agreements; and
- B. WHEREAS, the ALPLM has the statutory authority to accept, hold, maintain, and administer donated and loaned property of historical significance (20 ILCS 3475/25); and
- C. WHEREAS, the County is a county of the State of Illinois incorporated pursuant to the Illinois Counties Code. (55 ILCS 5); and
- D. WHEREAS, the County owns a digital collection memorializing the bicentennial of the County (hereinafter "Collection"); and
- E. WHEREAS, the Parties have determined it is in the best interest of the County to protect the integrity of the Collection by entering into this Agreement for the appropriate storage and care of the Collection for the continued benefit of the citizens of Sangamon County and the State of Illinois.

NOW THEREFORE, in consideration of the foregoing matters and the mutual obligations of the parties, they do hereby agree as follows:

WITNESSETH

- 1. The recitals set forth above are hereby incorporated by reference as if fully set forth herein.
- 2. The County hereby agrees to deposit Collection with the ALPLM. The deposit shall constitute a loan and not a transfer of ownership. The term "deposit" in the Agreement shall refer to the loan of the Collection to ALPLM.
- 3. Title to the Collection shall remain in the sole ownership of County for the duration of this Agreement, subject to further provisions in Paragraph 4.

4. Parties agree that the condition of the Collection is accurately described and reflected in the Initial Condition Report prepared by the ALPLM. The Parties agree that the Initial Condition Report is the report upon which the Parties will rely to determine changes, if any, to the Collection during the term of this Agreement.
5. Parties agree that the Collection will remain on loan at the ALPLM for a term of fifty (50) years. Upon the expiration of the fifty (50) year Agreement, the Collection will be returned to the County. The Collection shall remain the sole property of the County.
6. Parties agree that during the term of this Agreement, either party may cancel this Agreement with thirty (30) days' written notice to the other party. Within thirty (30) days' written notice of cancellation, the ALPLM will make the Collection available for pickup by the County Board Chairman or designee of the County Board Chairman, who must be identified by the County Board Chairman in the written notice of cancellation. The designee must present a photo identification issued by the State of Illinois to the ALPLM at the time of the return.
7. Parties agree that this Agreement will survive changes in administration at both the County and the ALPLM unless and until the Return of Collection/Cancellation of Agreement provision under this contract is exercised by either party or the term of this Agreement has expired as provided in Section 4.
8. The Collection loaned to the ALPLM will be available for inspection by the County Board Chairman or the County Board Chairman's designee any time after deposit during regular working hours of the ALPLM with forty eight (48) hours written notice to the ALPLM.
9. The County hereby grants full rights to use copies of the Collection images for any purpose designated by the ALPLM including public display at the ALPLM campus or on the ALPLM website, social media accounts, or in any other electronic form. Further, the County hereby grants full rights for ALPLM researchers to use copies of the images in the Collection for research purposes including published work.
10. The ALPLM agrees whenever an image is used by the ALPLM or a researcher, an appropriate credit line will appear with the image to read, "LIMITED PERMISSION TO USE IMAGE GRACIOUSLY PROVIDED BY SANGAMON COUNTY, ILLINOIS FROM SANGAMON COUNTY'S BICENTENNIAL DIGITAL ARCHIVE."
11. County authorizes the ALPLM to place the loaned material in appropriate archival containers and to extend to the Collection the same protective care as is exercised on items owned by the ALPLM. In case of emergency, the ALPLM is authorized to transport the Collection to such a place of safekeeping as the ALPLM has chosen for its own artifact collections. The ALPLM will take immediate steps to protect and preserve the Collection in the case of a facility emergency that adversely affects the items. All such steps will be taken only as immediate precautions to protect the items and will be fully documented for

the County. The ALPLM will contact the County within twenty-four (24) hours if such an emergency occurs.

12. The Parties agree that any optional or required restoration work on the Collection will be the responsibility of the County. Further, the Parties agree that at no time during the term of deposit will the ALPLM clean, restore, reframe, or otherwise alter the Collection.
13. The Parties agree that the ALPLM will not loan the Collection to other institutions for the duration of the term of the Agreement. Should the County wish to loan the Collection to another institution during the term of the Agreement, the County will provide the ALPLM seventy-two (72) hours written notice of its intent to retrieve the Collection. The ALPLM will make the Collection available for pickup by the County Board Chairman or the County Board Chairman's designee, who must be identified by the County Board Chairman in written communication. County's designee must present photo identification issued by the State of Illinois to the ALPLM at the time of retrieval of documents. The County Board Chairman or the County Board Chairman's designee will be required to agree to and sign a condition report upon retrieval of the Collection and upon return of the Collection. If the County Board Chairman or the County Board Chairman's designee refuses to sign the condition report upon retrieval and return, the County agrees by this Agreement that the ALPLM shall not be responsible for any damage or loss to the Collection. At no point during the term of loan will the ALPLM ship or transport the Collection to another site or institution, including that of the County.
14. The County agrees that insurance for the Collection is the responsibility of the County. By signing this Agreement, the County hereby releases and discharges the State of Illinois, the ALPLM, its Directors, officers, agents, employees, volunteers, successors, and assigns from and against any and all liability, loss, or damage to the Collection except any damage or loss resulting from the negligent or intentional acts of the parties referenced herein. Further, in the event the County loans the Collection to a third party, per paragraph 13, the County hereby releases and discharges the State of Illinois, the ALPLM, its Directors, officers, agents, employees, volunteers, successors, and assigns from and against any and all liability, loss, or damage to the Collection by a third party.
15. The County warrants that the County owns the Collection as described in Attachment A free and clear of any liens or other claims of ownership and that County has the sole right, power, and authority to loan the Collection with the ALPLM in accordance with this Agreement. Attributions, dates, and other information shown on Attachment A are given by County to the best of County's knowledge. Any valuations or prices shown on Attachment A are those stated by the County and are not to be construed as appraisals by the ALPLM or as a stipulation by ALPLM as to those valuations.
16. The Parties agree that the County retains all rights in copyright and license for the Collection.
17. All written notices, requests, and communications may be made by electronic mail to the e-mail address of the individuals set forth below. Parties agree that should administrations

change during the term of this agreement, the successors of the contacts listed below shall be automatically substituted herein.

a. For the ALPLM: Executive Director
 Abraham Lincoln Presidential Library and Museum
 212 N. Sixth Street,
 Springfield, IL 62701
 217-558-8881

b. For the County: County Board Chairman
 County of Sangamon
 200 S. 9th Street
 Springfield, IL 62701
 217-753-6650

18. The Parties agree that if any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law, or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event, that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.
19. The Parties agree that this Agreement, or any portion thereof, shall not be assigned by any of the Parties without prior written consent of the other Party during the term of deposit.
20. No member, official, director, employee, volunteer, or agent of the ALPLM or the County shall be individually or personally liable in connection with this Agreement.
21. This Agreement shall be governed by, and construed in accordance with the laws, of the State of Illinois. All claims arising out of this Agreement, or breach thereof, are to be instituted and litigated in Sangamon County Circuit Court in Springfield, Illinois.
22. The Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated, or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

<<SIGNATURES ON FOLLOWING PAGE>>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first mentioned above.

ABRAHAM LINCOLN
PRESIDENTIAL LIBRARY AND
MUSEUM

COUNTY OF SPRINGFIELD

BY: _____
Christina Shutt

BY: _____
Andy Van Meter

ITS: Executive Director

ITS: County Board Chairman

DATED: _____

DATED: _____