



February 19, 2018

TO: RAILS Board
FROM: Anne Slaughter, RAILS Director of Technology Services
SUBJECT: FY2019 RAILS LLSAP Support Contract Approval

We are requesting approval of the contracts for FY2019 support to LLSAPs (PrairieCat, RSA, and SWAN). All three contracts have now been approved by the respective LLSAP governing bodies, and are expected to go into effect July 1, 2018. They are included here for your review, with minimal editorial changes since the versions presented at the January RAILS Board meeting. As a reminder, there will be no agreement for FY2019 with MAGIC, as the organization will dissolve before the end of FY2018 as its members go live in SWAN.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE REACHING ACROSS ILLINOIS LIBRARY SYSTEM
AND PRAIRIECAT
FOR AUTOMATED LIBRARY COMPUTER SERVICES**

THIS AGREEMENT is entered into this 1st day of July, 2018, by and between the Reaching Across Illinois Library System, a body politic and corporate (hereinafter referred to as “**RAILS**”) and PrairieCat (“**PrairieCat**”), an Illinois intergovernmental entity (hereinafter referred to as “PrairieCat”) (hereinafter collectively referred to as the “Parties”).

WHEREAS, RAILS is an Illinois Library System established pursuant to Illinois law; and

WHEREAS, PrairieCat is an intergovernmental entity established via Intergovernmental Agreement to provide automated library services; and

WHEREAS, Local Library System Automation Programs (LLSAPs) are shared library management systems that are supported by RAILS and that are open to membership by all types and sizes of RAILS member libraries, and PrairieCat is one of the Local Library System Automation Programs of RAILS; and

WHEREAS, RAILS and PrairieCat desire to enter into this Agreement to obtain and provide automated library services as set forth herein; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Act provide authority for intergovernmental cooperation, and Section 5 of the Act, 5 ILCS 220/5, specifically provides authority for the formation and execution of intergovernmental contracts; and

WHEREAS, RAILS and PrairieCat have each authorized the execution of this Agreement pursuant to the authority granted to them by the Illinois Constitution and the Intergovernmental Cooperation Act.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth in this Agreement, the Parties do hereby agree as follows:

Section 1: Incorporation of Recitals

The foregoing recitals are hereby incorporated herein and made a part of this Agreement.

Section 2. Term and Termination of Agreement

This Agreement shall be effective on July 1, 2018 and will be in place until June 30, 2019, unless terminated by mutual written consent of both Parties or by either Party upon one hundred twenty (120) days’ written notice to the other Party. RAILS shall be responsible for payment to PrairieCat for fees incurred through the termination date.

Section 3: Services and Costs

Contingent upon state funding, RAILS shall provide the services set forth in Appendix A. PrairieCat will provide the services set forth in Appendix B. The Cost and Financial Responsibility as allocated between the Parties are set forth in Appendix C. The Appendices (A through C) are exhibits to this Agreement and are incorporated herein.

Section 4: Insurance

PrairieCat will provide all insurance for its employees and will procure insurance that covers all equipment it owns against risks of loss or damage for an amount equal to the replacement cost of the equipment. RAILS will provide all insurance for its employees and will procure insurance for all equipment and vehicles that it owns against risks of loss or damage for an amount equal to the replacement cost of the equipment or vehicles. Each entity will provide workers compensation for their own employees. PrairieCat is not covered by any RAILS cyber security insurance policy, and may decide to procure its own if it wishes.

Section 5: Limitation of Liability/Damages

- A. ANY SPECIFICATION, DESCRIPTION, OR OBJECTIVE IN THIS AGREEMENT CONCERNING THE OPERATION OF THE INTEGRATED LIBRARY SYSTEM (“ILS”) IS A STATEMENT OF THE UNDERSTANDING OF THE PARTIES AS TO THE DESIGN AND SERVICE OBJECTIVES OF THE ILS, AND DOES NOT CREATE AN EXPRESS OR IMPLIED WARRANTY THAT THE ILS DOES OR WILL ALWAYS CONTINUE TO OPERATE AS DESCRIBED.
- B. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER RAILS NOR ITS OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS SHALL BE LIABLE TO OR THROUGH THE LLSAP MEMBERS FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT (WITH THE EXCEPTION OF PERSONAL INJURY AND PROPERTY DAMAGE DIRECTLY CAUSED BY WILLFUL AND WANTON CONDUCT OR FOR WHICH NO STATUTORY OR COMMON LAW IMMUNITY EXISTS), INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUES OR FAILURE TO REALIZE EXPECTED SAVINGS) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF SERVICES UNDER THIS AGREEMENT, AND ANY AMENDMENTS THERETO, OR THE PROVISION, USE OR OPERATION OF THE ILS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT AND ANY AMENDMENTS THERETO, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.
- C. NEITHER PARTY TO THIS AGREEMENT, INCLUDING THEIR OFFICERS, BOARD MEMBERS, EMPLOYEES AND AGENTS, SHALL BE LIABLE IN ANY WAY FOR DELAYS, FAILURE IN PERFORMANCE, LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS OR CAUSES BEYOND SUCH PARTY’S REASONABLE CONTROL.
- D. ANY ACTION IN LAW OR IN EQUITY ARISING FROM OR IN CONNECTION WITH ANY MATTER UNDER THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED, EXCEPT CLAIMS FOR DAMAGES WHICH MAY BE COVERED UNDER THE ILLINOIS TORT IMMUNITY ACT.

E. EXCEPT AS SET FORTH EXPRESSLY IN THIS AGREEMENT, NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY RAILS.

F. THE TERMS AND CONDITIONS IN THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 6: Assignment

Neither Party shall have the right to assign their respective rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

Section 7: Amendments; Waivers

This Agreement and the rights created by this Agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this Agreement and duly and validly authorized, executed, and delivered by the Parties.

Section 8: Relationship of the Parties

RAILS shall act as an independent contractor with respect to the provision of the services pursuant to this Agreement. Nothing in this Agreement is intended, or shall be construed or applied, to create the relationship of principal and agent, employer and employee, partners, or joint ventures between RAILS and PrairieCat. No employer/employee relationship shall be created by this Agreement between PrairieCat and any RAILS employee providing services under the terms of this Agreement.

Section 9: Governing Law

The Parties agree that because this Agreement is to be performed in Illinois, the laws of the State of Illinois shall govern the Parties in the interpretation of this Agreement, the State in which the Agreement has deemed to have been executed and delivered.

Section 10: Severability

The provisions of this Agreement are severable if any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law; such decision shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement forthwith, upon the delivery of written notice of termination of the other Party.

Section 11: Notices

All notices permitted regarding this Agreement shall be transmitted only by personal delivery or by First Class, Certified, or Registered United States mail to the following persons at the addresses stated:

To RAILS: Executive Director
Reaching Across Illinois Library System
125 Tower Drive
Burr Ridge, Illinois 60527

To LLSAP: PrairieCat Director
PrairieCat
220 W. 23rd Ave
Coal Valley, IL 61240

or to such address or such other parties as the Parties may from time to time designate by notice as provided herein. Notice shall be deemed effectively given as of the date which is two (2) business days following the date of postmarking by the U.S. Postal Service or as of the date of delivery, if delivered personally or by hand delivery.

Section 12: Entire Agreement

It is understood and agreed that the entire agreement of the Parties is contained herein and that this Agreement supersedes all oral agreements in negotiations between the Parties relating to the subject matter hereof.

Section 13: Successors

This Agreement shall be binding upon successors of the Parties.

Section 14: Authority

Each of the Parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon such Party without the requirement of the approval or consent of any other person or entity in connection herewith.

Section 15: Execution in Counterparts

This Agreement may be executed in counterparts. Facsimile signatures shall be sufficient.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly designated officers on the day and year set forth on the first page hereof.

PrairieCat

**REACHING ACROSS ILLINOIS
LIBRARY SYSTEM**

Emily Porter
PrairieCat Chair

Deirdre Brennan
Executive Director, RAILS

Attest By:

Attest By:

Susanna Ludwig
PrairieCat Secretary

Kate Hall
RAILS President

Date: _____

Date: _____

Appendix A –SERVICES PROVIDED BY RAILS

Contingent upon state funding, RAILS shall provide the services required for the integrated library system (“ILS”) as set forth here. Where used herein, the term *staff* refers to RAILS employees performing work for the LLSAP. The following services shall be provided by RAILS to PrairieCat:

IT Support

1. Provide support to PrairieCat staff for technical issues during RAILS business hours.
2. Manage, or contract to provide, the data facility used by PrairieCat, including providing uninterrupted power services, fire suppression system, cleaning, and security.
3. Maintain Internet connectivity and the Local Area Network (“LAN”), including network security.
4. Provide and maintain email services for PrairieCat help desk support and LLSAP staff, including protection against spam.
5. Provide website services as needed by PrairieCat.
6. Provide hardware and software for all staff who perform services for the ILS, including the operating system and all required office applications.
7. Provide printer and copier equipment and support.
8. Provide remote telecommuting access for staff to the RAILS network.
9. Provide help desk ticketing software for PrairieCat operations as needed by PrairieCat.
10. Provide remote network monitoring of PrairieCat equipment and website as needed by PrairieCat.

Facility

1. House the equipment and staff at its own expense.
2. When needed to provide member support or technical support, allow PrairieCat staff access to RAILS facilities outside of normal business hours and on holidays.
3. Procure and pay for office supplies and postage.
4. Pay utility costs such as electricity, gas, and water.
5. Contract, pay for and manage facility telecommunications, including but not limited to data lines, facility phones, phone system support contracts, and phone equipment.
6. Assume all costs associated with PrairieCat’s relocation to a different facility selected by RAILS, including but not limited to moving, acquiring furniture, network infrastructure, space planning, and moving consultation. RAILS will provide at least 120 days written notice to PrairieCat prior to any relocation.

Financial Services

1. RAILS shall provide accounting services (billing, accounts payable, accounts receivable, reports, and financial statements) following the RAILS chart of accounts. The accounting services include, but are not limited to, the following:
 - a. Billing PrairieCat member libraries for fees, purchases, credits, and services provided by PrairieCat to its member libraries.

- b. Financial reconciliation and documentation for PrairieCat's operating budget.
- c. Audit support; providing the chosen auditor with requested documents and reports.
- d. Penalties or fees incurred as a result of an accounting delay or error by RAILS will be the sole responsibility of RAILS.
- e. Supply information as needed for preparation of PrairieCat draft and final budgets.

Bibliographic Services

Contingent upon the development of a new service or arrangement with the Illinois State Library to replace OSMOSIS from The MARC of Quality, RAILS shall pay for the periodic batchloading of holdings information to a bibliographic utility.

IT Support

1. Implementation of and technical support for the wide area network (WAN) used by PrairieCat member libraries for their connection to the ILS.
 - a. Provide escalated on-call remote support to PrairieCat during nonbusiness hours when member libraries are open.
 - b. Assist with the planning and deployment of any ILS software enhancements.
 - c. Assist with PrairieCat ILS and network equipment, which includes firewall, VPN hardware and software, printers, computer workstations, routers, or other network appliances affiliated with the PrairieCat network.
 - d. Assist with member library equipment used in conjunction with the ILS, such as firewall/VPN equipment or printers.
 - e. Work directly with outside vendors as needed, in consultation with PrairieCat staff, to resolve problems for libraries.

Vehicles

1. Contingent upon PrairieCat independently seeking and purchasing auto liability insurance and naming RAILS as additional insured, RAILS will provide access to system vehicles for in-state LLSAP-related travel for PrairieCat staff. Travel reimbursement by RAILS may be substituted when system vehicles are unavailable.

Appendix B – SERVICES PROVIDED BY LLSAP

PrairieCat will be a Local Library System Automation Program option for libraries located within the boundaries of RAILS or otherwise affiliated with it. The LLSAP will:

1. Work with RAILS and other LLSAPs to:
 - a. Ensure the ability of all LLSAPs to meet the needs of their members.
 - b. Increase the prevalence of automation and the use of shared bibliographic catalogs by RAILS members by actively participating in marketing and other efforts.
 - c. Develop services that will further resource sharing throughout RAILS by providing staff, technical expertise, and assistance when needed.
 - d. Develop streamlined, cost-effective procedures and services.
2. Provide feedback and participate in LLSAP strategic and long-range planning with RAILS.
3. Provide feedback on RAILS decision making on issues that affect the LLSAPs.
4. Submit a Financial Sustainability Plan demonstrating PrairieCat's actual and/or contingency plans for independence from RAILS in-kind and financial support in the event that funding becomes unavailable. Detailed guidelines will be supplied by RAILS before December 31, 2017 and the report shall be submitted by June 30, 2018.
5. Promote RAILS events and communications.
6. Comply with all RAILS and Illinois State Library reporting requirements resulting from its designation as a Local Library System Automation Program, such as information for the Illinois State Library annual system report and reporting on RAILS member visits.
7. Actively participate in collaborative projects among consortia and/or with RAILS.
8. Be open to membership by all sizes and types of libraries within RAILS.
9. Require RAILS membership by primary agency.
10. Govern itself in accordance with its bylaws.
11. Develop service policies and provide operational guidance.
12. Arrange and pay for the annual audit of funds held in PrairieCat's bank accounts.
13. Arrange and pay for insurance for PrairieCat-owned property and digital records, and for PrairieCat officers.
14. Pay for ILS and related third-party vendor costs, including but not limited to maintenance, hardware, software, subscriptions, and ILS consulting.
15. Work toward expanding access to digital content, including, but not limited to, ebooks, while working within licensing and other relevant technical limitations.

Appendix D – COST OF SERVICES

For the services provided by PrairieCat (as set forth in Appendix B), and contingent upon PrairieCat hiring its own employees,

RAILS shall pay \$588,542 to PrairieCat in FY2019.

This amount may be adjusted by mutual written agreement between RAILS and PrairieCat at least ninety (90) days before the adjustment takes effect.

Invoices charged back to PrairieCat must be approved by the PrairieCat Director or PrairieCat's Administrative Council before being paid by RAILS.

Payment will be made quarterly, upon receipt of advance billing by PrairieCat.

Appendix E – FINANCIAL RESPONSIBILITY DETAIL

		Financial Responsibility		
Acct Code	Description	LLSAP Operating Budget	RAILS General Fund	Notes
	Expenses			
5000	Salaries, Library Professional	X		
5010	Salaries, Professional	X		
5020	Salaries, Supportive	X		
5030	Social Security taxes	X		
5040	Unemployment insurance	X		
5050	Workers comp.	X		
5060	IMRF (retirement benefits)	X		
5070	Health, dental & life insurance	X		
5080	Other fringe benefits	X		
5090	Temporary help	X		
5100	Recruiting	X		
5110	Print materials	X		
5120	Nonprint materials	X		
5130	E-resources	X		
5140	Rent / Lease		X	
5150	Utilities		X	
5160	Property insurance	X	X	PrairieCat is responsible for procuring appropriate insurance to cover its owned assets; RAILS is responsible for procuring insurance for its owned assets.
5170	Facility repairs and maintenance		X	
5180	Janitorial services and supplies		X	
5190	Other buildings and grounds		X	
5200	Fuel		X	
5210	Vehicle repairs and maintenance		X	

		Financial Responsibility		
Acct Code	Description	LLSAP Operating Budget	RAILS General Fund	Notes
5220	Vehicle insurance	X	X	PrairieCat use of RAILS vehicles is contingent on PrairieCat independently seeking and purchasing auto liability insurance with RAILS named as additional insured.
5230	Vehicle leasing and rent		X	PrairieCat use of RAILS vehicles is contingent on PrairieCat independently seeking and purchasing auto liability insurance with RAILS named as additional insured.
5240	Other vehicle expenses		X	PrairieCat use of RAILS vehicles is contingent on PrairieCat independently seeking and purchasing auto liability insurance with RAILS named as additional insured.
5250	In-state travel	X	X	Shared responsibility. RAILS will budget for auto and fuel expenses; PrairieCat is responsible for reimbursement of lodging, meals, and other travel expenses to PrairieCat staff.
5260	Out-of-state travel	X		PrairieCat is responsible for travel expenses for its own staff.
5270	Registration & other fees	X		PrairieCat is responsible for conference and workshop registration for its own staff.
5280	Continuing education & meetings/other	X		LLSAP is responsible for paying for training not provided by RAILS staff, and related expenses, such as training provided by ILS vendor, hospitality expenses, etc.
5290	Public relations	X	X	PrairieCat is responsible for PrairieCat-specific public relations; RAILS is responsible for materials promoting LLSAP membership in general.

		Financial Responsibility		
Acct Code	Description	LLSAP Operating Budget	RAILS General Fund	Notes
5300	Liability insurance/bond	X	X	PrairieCat is responsible for procuring appropriate insurance to cover its officers; RAILS is responsible for other liability insurance related to its operation.
5310	Computers, software, and supplies	X	X	PrairieCat is responsible for ILS-related technology; RAILS provides network, desktop, and staff support
5320	Office supplies		X	
5330	Postage		X	
5340	Binding	N/A	N/A	
5350	Library supplies	N/A	N/A	
5360	Delivery supplies		X	
5370	Other supplies		X	
5380	Telephone (includes data, fax, and cell phones)		X	
5390	Equipment rental		X	
5400	Equipment repair/maintenance (includes maintenance agreements)	X	X	PrairieCat is responsible for ILS-owned equipment repair/maintenance; RAILS is responsible for all other equipment repair/maintenance.
5410	Legal	X	X	Requesting entity is responsible for legal fees.
5420	Accounting/bank service charge	X	X	Used for audit charges. PrairieCat is responsible for charges related to its own annual audits; RAILS is responsible for charges related to its annual audits
5430	Consulting	X	X	PrairieCat is responsible for ILS-related consulting; RAILS is responsible for general IT consulting, as well as consulting for facility changes.
5435	Payroll service fees	X	X	PrairieCat is responsible for payroll services for PrairieCat employees. RAILS is responsible for payroll services for RAILS employees.

		Financial Responsibility		
Acct Code	Description	LLSAP Operating Budget	RAILS General Fund	Notes
5440	Contractual staff	X	X	PrairieCat is responsible for contractual staff hired for PrairieCat-specific projects; RAILS is responsible for contractual staff hired to provide RAILS service to PrairieCat.
5450	Information services costs	X		PrairieCat is responsible for all information services costs.
5460	Agreements with systems, members, others	X		
5470	Outside printing	X	X	PrairieCat is responsible for outside printing of PrairieCat-specific materials; RAILS is responsible for printing materials promoting LLSAP membership in general.
5480	Other contractual services	X	X	PrairieCat is responsible for contractual services for PrairieCat-specific projects; RAILS is responsible for contractual staff hired to provide RAILS service to LLSAP.
5500	Memberships	X		PrairieCat is responsible for its institutional memberships in ILS-related groups.
5510	Miscellaneous	X	X	Used for bank service charges. PrairieCat is responsible for charges related to its own bank accounts; RAILS is responsible for charges related to its accounts and for lock boxes for receipt of fees paid by PrairieCat members.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE REACHING ACROSS ILLINOIS LIBRARY SYSTEM
AND RESOURCE SHARING ALLIANCE NFP
FOR AUTOMATED LIBRARY COMPUTER SERVICES**

THIS AGREEMENT is entered into this 1st day of July, 2018, by and between the Reaching Across Illinois Library System, a body politic and corporate (hereinafter referred to as “**RAILS**”) and Resource Sharing Alliance NFP (“**RSA**”), a not-for-profit entity (hereinafter referred to as “**RSA**”) (hereinafter collectively referred to as the “Parties”).

WHEREAS, RAILS is an Illinois Library System established pursuant to Illinois law; and

WHEREAS, RSA is a not-for-profit entity established pursuant to Illinois law to provide automated library services; and

WHEREAS, Local Library System Automation Programs (LLSAPs) are shared library management systems that are supported by RAILS and that are open to membership by all types and sizes of RAILS member libraries, and RSA is one of the Local Library System Automation Programs of RAILS; and

WHEREAS, RAILS and RSA desire to enter into this Agreement to obtain and provide automated library services as set forth herein; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Act provide authority for intergovernmental cooperation, and Section 5 of the Act, 5 ILCS 220/5, specifically provides authority for the formation and execution of intergovernmental contracts; and

WHEREAS, RAILS and RSA have each authorized the execution of this Agreement pursuant to the authority granted to them by the Illinois Constitution and the Intergovernmental Cooperation Act.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth in this Agreement, the Parties do hereby agree as follows:

Section 1: Incorporation of Recitals

The foregoing recitals are hereby incorporated herein and made a part of this Agreement.

Section 2. Term and Termination of Agreement

This Agreement shall be effective on July 1, 2018 and will be in place until June 30, 2019, unless terminated by mutual written consent of both Parties or by either Party upon one hundred twenty (120) days’ written notice to the other Party. RSA shall be responsible for payment to RAILS for fees incurred through the termination date.

Section 3: Services and Costs

Contingent upon state funding, RAILS shall provide the services set forth in Appendix A and optional services as set forth in Appendix B. RSA will provide the services set forth in Appendix C. The Cost and Financial Responsibility as allocated between the Parties are set forth in Appendix D and E, respectively. The Appendices (A through E) are exhibits to this Agreement and are incorporated herein.

Section 4: Insurance

RSA will provide all insurance for its employees and will procure insurance that covers all equipment it owns against risks of loss or damage for an amount equal to the replacement cost of the equipment. RAILS will provide all insurance for its employees and will procure insurance for all equipment and vehicles that it owns against risks of loss or damage for an amount equal to the replacement cost of the equipment or vehicles. RSA is not covered by any RAILS cyber security insurance policy, and may decide to procure its own if it wishes.

Section 5: Limitation of Liability/Damages

- A. ANY SPECIFICATION, DESCRIPTION, OR OBJECTIVE IN THIS AGREEMENT CONCERNING THE OPERATION OF THE INTEGRATED LIBRARY SYSTEM (“ILS”) IS A STATEMENT OF THE UNDERSTANDING OF THE PARTIES AS TO THE DESIGN AND SERVICE OBJECTIVES OF THE ILS, AND DOES NOT CREATE AN EXPRESS OR IMPLIED WARRANTY THAT THE ILS DOES OR WILL ALWAYS CONTINUE TO OPERATE AS DESCRIBED.
- B. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER RAILS NOR ITS OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS SHALL BE LIABLE TO OR THROUGH THE LLSAP MEMBERS FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT (WITH THE EXCEPTION OF PERSONAL INJURY AND PROPERTY DAMAGE DIRECTLY CAUSED BY WILLFUL AND WANTON CONDUCT OR FOR WHICH NO STATUTORY OR COMMON LAW IMMUNITY EXISTS), INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUES OR FAILURE TO REALIZE EXPECTED SAVINGS) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF SERVICES UNDER THIS AGREEMENT, AND ANY AMENDMENTS THERETO, OR THE PROVISION, USE OR OPERATION OF THE ILS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT AND ANY AMENDMENTS THERETO, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.
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Section 8: Relationship of the Parties

RAILS shall act as an independent contractor with respect to the provision of the services pursuant to this Agreement. Nothing in this Agreement is intended, or shall be construed or applied, to create the relationship of principal and agent, employer and employee, partners, or joint ventures between RAILS and RSA. RAILS staff assigned to RSA support, including RSA managers, shall remain employees of RAILS. No employer/employee relationship shall be created by this Agreement between an RSA and any RAILS employee providing services under the terms of this Agreement. RSA managers will participate fully in RAILS management responsibilities as assigned.

Section 9: Governing Law

The Parties agree that because this Agreement is to be performed in Illinois, the laws of the State of Illinois shall govern the Parties in the interpretation of this Agreement, the State in which the Agreement has deemed to have been executed and delivered.

Section 10: Severability

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Burr Ridge, Illinois 60527

To LLSAP: Executive Director
RSA
600 High Point Lane
East Peoria, Illinois 61611

or to such address or such other parties as the Parties may from time to time designate by notice as provided herein. Notice shall be deemed effectively given as of the date which is two (2) business days following the date of postmarking by the U.S. Postal Service or as of the date of delivery, if delivered personally or by hand delivery.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly designated officers on the day and year set forth on the first page hereof.

RSA

**REACHING ACROSS ILLINOIS
LIBRARY SYSTEM**

Genna Buhr
RSA President

Deirdre Brennan
Executive Director, RAILS

Attest By:

Attest By:

Greg Weydert
RSA Secretary

Kate Hall
RAILS President

Date: _____

Date: _____

Appendix A – CORE SERVICES PROVIDED BY RAILS

Contingent upon state funding, RAILS shall provide the services required for the integrated library system (“ILS”) as set forth here. Where used herein, the term *staff* refers to RAILS employees performing work for the LLSAP. The following services shall be provided by RAILS to RSA:

IT Support

1. Provide support to staff assigned to RSA for technical issues during RAILS business hours.
2. Manage, or contract to provide, the data facility used by RSA, including providing uninterrupted power services, fire suppression system, cleaning, and security.
3. Maintain Internet connectivity and the Local Area Network (“LAN”), including network security.
4. Provide and maintain email services for RSA help desk support and LLSAP staff, including protection against spam.
5. Provide website services as needed by RSA.
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7. Provide printer and copier equipment and support.
8. Provide remote telecommuting access for staff to the RAILS network.
9. Provide help desk ticketing software for RSA operations as needed by RSA.
10. Provide remote network monitoring of RSA equipment and website as needed by RSA.

Facility

1. House the equipment and staff at its own expense.
2. When needed to provide member support or technical support, allow RSA staff access to RAILS facilities outside of normal business hours and on holidays.
3. Procure and pay for office supplies and postage.
4. Pay utility costs such as electricity, gas, and water.
5. Contract, pay for and manage facility telecommunications, including but not limited to data lines, facility phones, phone system support contracts, and phone equipment.
6. Assume all costs associated with RSA’s relocation to a different facility selected by RAILS, including but not limited to moving, acquiring furniture, network infrastructure, space planning, and moving consultation. RAILS will provide at least 120 days written notice to RSA prior to any relocation.

Financial Services

1. RAILS shall provide accounting services (billing, accounts payable, accounts receivable, reports, and financial statements) following the RAILS chart of accounts. The accounting services include, but are not limited to, the following:
 - a. Billing RSA member libraries for fees, purchases, credits, and services provided by RSA to its member libraries.
 - b. Financial reconciliation and documentation for RSA’s operating budget.

- c. Audit support; providing the chosen auditor with requested documents and reports.
- d. Penalties or fees incurred as a result of an accounting delay or error by RAILS will be the sole responsibility of RAILS.
- e. Supply information as needed for preparation of RSA draft and final budgets.

Bibliographic Services

1. Contingent upon the development of a new service or arrangement with the Illinois State Library to replace OSMOSIS from The MARC of Quality, RAILS shall pay for the periodic batchloading of holdings information to a bibliographic utility.

Appendix B – OPTIONAL SERVICES PROVIDED BY RAILS

RSA has elected to use the following optional services provided by RAILS. Contingent upon state funding, RAILS shall provide the services required for the integrated library system (“ILS”) as set forth here. Where used herein, the term *staff* refers to RAILS employees performing work for the LLSAP. The following services shall be provided by RAILS to RSA:

IT Support

1. Implementation of and technical support for the wide area network (WAN) used by RSA member libraries for their connection to the ILS.
 - a. Provide escalated on-call remote support to RSA during nonbusiness hours when member libraries are open.
 - b. Assist with the planning and deployment of any ILS software enhancements.
 - c. Assist with RSA ILS and network equipment, which includes firewall, VPN hardware and software, printers, computer workstations, routers, or other network appliances affiliated with the RSA network.
 - d. Assist with member library equipment used in conjunction with the ILS, such as firewall/VPN equipment or printers.
 - e. Work directly with outside vendors as needed, in consultation with staff assigned to RSA, to resolve problems for libraries.
 - f. Design WAN solutions to maintain member library connections to the ILS, in consultation with staff assigned to RSA.

Administrative Support

1. Provide administrative support, including:
 - a. Meeting scheduling, hospitality arrangements, entry in L2, and attendance record keeping;
 - b. Meeting agenda and minutes recording, distribution, posting and archiving; and meeting notice postings as legally required.
2. Human resources services, including payroll services and the management and payment of applicable taxes; benefits coordination and implementation.

Vehicles

1. Provide access to system vehicles for in-state LLSAP-related travel for RAILS staff assigned to RSA. Travel reimbursement by RAILS may be substituted when system vehicles are unavailable.

Staffing

1. Give the RSA LLSAP Services Manager supervisory authority for staff assigned to RSA.
2. Give the RSA LLSAP Services Manager the authority to develop and recommend RSA support staffing levels, recommend new hires, and make staff assignments within the RSA service.

3. Give RSA's Board of Directors right of approval for the person selected to be the RSA LLSAP Services Manager. If RSA's Board of Directors determines that the performance of the RSA LLSAP Services Manager is not satisfactory, it may request that RAILS remove him/her from the position, but RAILS will have final decision-making authority.
4. Provide adequate staffing to complete the services provided for in this Agreement and to provide prompt, efficient and responsive service to RSA members during the hours and days determined by RSA. RAILS will pay for all employer portions of salaries and associated taxes, retirement, health, dental, life and vision insurance.

LLSAP Service

RAILS shall provide:

1. Technical support of all products and services provided to RSA members, including but not limited to:
 - a. Providing 99% uptime, except for scheduled downtime for system maintenance or upgrades or downtime due to events beyond RAILS control, such as natural disasters or lengthy power outages.
 - b. Staffing a help desk and phone support during standard RAILS business hours. Providing urgent support, which may be via phone or other remote means, during other times when RSA members are open. In-person and remote support will typically follow this schedule, but may vary based on RSA staff availability:
 - i. Monday through Friday, 8:00 a.m. to 9:00 p.m.
Saturdays: 8:00 a.m. to 5:00 p.m.
Sundays: 12:00 p.m. to 5:00 p.m.
 - ii. RAILS holidays: On call when members are open
 - c. Responding to all issues from member libraries promptly and courteously with initial response within one (1) working day; unresolved issues will be given regular updates until resolved.
 - d. Working with vendor support staff for issues that need to be escalated and on special projects.
 - e. Configuring and maintaining ILS parameters, settings, and shared records.
 - f. Customizing ILS and ILS-related products and services to meet member needs.
 - g. Creating and running scripts for database clean-up and special projects.
 - h. Performing routine system maintenance, including daily backups and regular rotation of offsite backups.
 - i. Providing support for networking issues, including RSA-related email, DNS, and firewall changes.
 - j. Diagnosing RSA equipment malfunctions and coordinating repairs.
 - k. Planning and implementing ILS hardware upgrades, changes, and replacements as needed.

- I. Informing RSA of available ILS software upgrades and scheduling upgrades as they become available and/or approved by the Board of Directors.
 - m. Setting up, supporting and upgrading ILS-related third-party products and services, such as federated searching, remote patron authentication, and SIP2.
 - n. Exploring, planning, and implementing new features and products, including application software outside the ILS, upon request from a RSA committee or member.
2. Training, instruction, and documentation for both existing and new RSA members.
 - a. Providing regular offerings for core modules such as searching, circulation and cataloging; provide other offerings as requested.
 - b. Providing classes accessible to members via web conferencing or other methods, and record for later review.
 - c. Ensuring that training documents are up to date with the current software release in use by RSA.
 - d. Ensuring that policy and procedure manuals are up to date as new policies or procedures are implemented.
3. Management of bibliographic services, including but not limited to:
 - a. Maintaining bibliographic quality control.
 - b. Overseeing authority control.
 - c. Loading bibliographic records in accordance with the LLSAP's cataloging procedures.
 - d. Providing original cataloging services, some of which may be fee-based, to members.
 - e. Offering cataloging training and testing as needed to enable member library staff to comply with the LLSAP's cataloging policies and procedures.
4. Standard and custom reports, notices, statistics, and associated services as requested by members will be made available in a timely manner.
5. Coordination and management of services
 - a. Providing methods for communication to and among RSA members. Such methods may include email lists, email aliases, forums, etc.
 - b. Facilitating LLSAP member governance and user groups
 - i. Adding L2 events for meeting registration.
 - ii. Working with committee chairs to prepare the agenda, posting all meeting agendas/packets as legally required.
 - iii. Leading the meetings as needed.
 - iv. Ensure notes and minutes are taken and posted as appropriate.
 - c. Serving as liaison with vendors for project oversight and contractual issues in association with the LLSAP Services Manager and the RSA Board of Directors.
6. As determined by RAILS in consultation with the LLSAPs, development of new or expanded services as required to provide continued excellent service to LLSAP members and their end users.

Any proposed service changes shall be presented by RAILS to RSA's Board of Directors and must be approved by RSA's Board of Directors prior to implementation.

Appendix C – SERVICES PROVIDED BY LLSAP

RSA will be a Local Library System Automation Program option for libraries located within the boundaries of RAILS or otherwise affiliated with it. The LLSAP will:

1. Work with RAILS and other LLSAPs to:
 - a. Ensure the ability of all LLSAPs to meet the needs of their members.
 - b. Increase the prevalence of automation and the use of shared bibliographic catalogs by RAILS members by actively participating in marketing and other efforts.
 - c. Develop services that will further resource sharing throughout RAILS by providing staff, technical expertise, and assistance when needed.
 - d. Develop streamlined, cost-effective procedures and services.
2. Provide feedback and participate in LLSAP strategic and long-range planning with RAILS.
3. Provide feedback on RAILS decision making on issues that affect the LLSAPs.
4. Submit a Financial Sustainability Plan demonstrating RSA-NFP's actual and/or contingency plans for independence from RAILS in-kind and financial support in the event that funding becomes unavailable. Detailed guidelines will be supplied by RAILS before December 31, 2017 and the report shall be submitted by June 30, 2018.
5. Promote RAILS events and communications.
6. Comply with all RAILS and Illinois State Library reporting requirements resulting from its designation as a Local Library System Automation Program, such as information for the Illinois State Library annual system report and reporting on RAILS member visits.
7. Actively participate in collaborative projects among consortia and/or with RAILS.
8. Be open to membership by all sizes and types of libraries within RAILS.
9. Require RAILS membership by primary agency.
10. Govern itself in accordance with its bylaws.
11. Develop service policies and provide operational guidance.
12. Arrange and pay for the annual audit of funds held in RSA's bank accounts.
13. Arrange and pay for insurance for RSA-owned property and digital records, and for RSA officers.
14. Pay for ILS and related third-party vendor costs, including but not limited to maintenance, hardware, software, subscriptions, and ILS consulting.
15. Work toward expanding access to digital content, including, but not limited to, ebooks, while working within licensing and other relevant technical limitations.

Appendix D – COST OF SERVICES

For the services provided by RAILS to RSA (as set forth in Appendix A and Appendix B),

RSA shall pay \$147,303 to RAILS in FY2019.

This amount may be adjusted by mutual written agreement between RAILS and RSA at least ninety (90) days before the adjustment takes effect.

Invoices charged back to RSA must be approved by the RSA LLSAP Services Manager or RSA's Board of Directors before being paid by RAILS.

Billing will be quarterly in advance.

Appendix E – FINANCIAL RESPONSIBILITY DETAIL

		Financial Responsibility		
Acct Code	Description	LLSAP Operating Budget	RAILS General Fund	Notes
	Expenses			
5000	Salaries, Library Professional		X	
5010	Salaries, Professional		X	
5020	Salaries, Supportive		X	
5030	Social Security taxes		X	
5040	Unemployment insurance		X	
5050	Workers comp.		X	
5060	IMRF (retirement benefits)		X	
5070	Health, dental & life insurance		X	
5080	Other fringe benefits		X	
5090	Temporary help		X	
5100	Recruiting		X	
5110	Print materials	X		
5120	Nonprint materials	X		
5135	E-resources	X		
5140	Rent / Lease		X	
5150	Utilities		X	
5160	Property insurance	X	X	RSA is responsible for procuring appropriate insurance to cover its owned assets; RAILS is responsible for procuring insurance for its owned assets.
5170	Facility repairs and maintenance		X	
5180	Janitorial services and supplies		X	
5190	Other buildings and grounds		X	
5200	Fuel		X	
5210	Vehicle repairs and maintenance		X	
5220	Vehicle insurance		X	
5230	Vehicle leasing and rent		X	
5240	Other vehicle expenses		X	

		Financial Responsibility		
Acct Code	Description	LLSAP Operating Budget	RAILS General Fund	Notes
5250	In-state travel	X	X	RAILS will budget for support for RSA-NFP staff, and will provide vehicles for staff use and travel reimbursement when vehicles are not available.
5260	Out-of-state travel	X	X	Shared responsibility. RAILS will budget for travel expenses for professional development for RSA-NFP staff. LLSAP is responsible for additional expenses for ILS-related conferences and continuing education.
5270	Registration & other fees	X	X	Shared responsibility. RAILS will budget for conference and workshop registration for RSA-NFP staff. LLSAP is responsible for additional expenses for ILS-related conferences and continuing education.
5280	Continuing education & meetings/other	X		LLSAP is responsible for paying for training not provided by RAILS staff, and related expenses, such as training provided by ILS vendor, hospitality expenses, etc.
5290	Public relations	X	X	RSA is responsible for RSA-specific public relations; RAILS is responsible for materials promoting LLSAP membership in general.
5300	Liability insurance/bond	X	X	RSA is responsible for procuring appropriate insurance to cover its officers; RAILS is responsible for other liability insurance related to its operation.
5310	Computers, software, and supplies	X	X	RSA is responsible for ILS-related technology; RAILS provides network, desktop, and staff support
5320	Office supplies		X	
5330	Postage		X	
5340	Binding	N/A	N/A	
5350	Library supplies	N/A	N/A	
5360	Delivery supplies		X	
5370	Other supplies		X	

		Financial Responsibility		
Acct Code	Description	LLSAP Operating Budget	RAILS General Fund	Notes
5380	Telephone (includes data, fax, and cell phones)		X	
5390	Equipment rental		X	
5400	Equipment repair/maintenance (includes maintenance agreements)	X	X	RSA is responsible for ILS-owned equipment repair/maintenance; RAILS is responsible for all other equipment repair/maintenance.
5410	Legal	X	X	Requesting entity is responsible for legal fees.
5420	Accounting/bank service charge	X	X	Used for audit charges and charges for RSA's federal information return for not-for-profit entities to the IRS. RSA is responsible for charges related to its own annual audits; RAILS is responsible for charges related to its annual audits
5430	Consulting	X	X	RSA is responsible for ILS-related consulting; RAILS is responsible for general IT consulting, as well as consulting for facility changes.
5435	Payroll service fees		X	
5440	Contractual staff	X	X	RSA is responsible for contractual staff hired for RSA-specific projects; RAILS is responsible for contractual staff hired to provide RAILS service to RSA.
5450	Information services costs	X	X	RSA is responsible for direct information services used to run and enhance RSA including ILS vendor contracts and OCLC costs; RAILS is responsible for all other information services costs.
5460	Agreements with systems, members, others	X		
5470	Outside printing	X	X	RSA is responsible for outside printing of RSA-specific materials; RAILS is responsible for printing materials promoting LLSAP membership in general.

		Financial Responsibility		
Acct Code	Description	LLSAP Operating Budget	RAILS General Fund	Notes
5480	Other contractual services	X	X	RSA is responsible for contractual services for RSA-specific projects; RAILS is responsible for contractual staff hired to provide RAILS service to LLSAP.
5500	Memberships	X		RSA is responsible for its institutional memberships in ILS-related groups.
5510	Miscellaneous	X	X	Used for bank service charges. RSA is responsible for charges related to its own bank accounts; RAILS is responsible for charges related to its accounts and for lock boxes for receipt of fees paid by RSA members.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE REACHING ACROSS ILLINOIS LIBRARY SYSTEM
AND SYSTEM WIDE AUTOMATED NETWORK
FOR AUTOMATED LIBRARY COMPUTER SERVICES**

THIS AGREEMENT is entered into this 1st day of July, 2018, by and between the Reaching Across Illinois Library System, a body politic and corporate (“**RAILS**”) and System Wide Automated Network, an Illinois intergovernmental entity (“**SWAN**”) (collectively referred to as the “Parties”).

WHEREAS, RAILS is an Illinois Library System established pursuant to Illinois law; and

WHEREAS, SWAN is an intergovernmental entity established via Intergovernmental Agreement to provide automated library services; and

WHEREAS, Local Library System Automation Programs (individually a “**LLSAP**”) are shared library management systems that are supported by RAILS and that are open to membership by all types and sizes of RAILS member libraries, and SWAN is one of the Local Library System Automation Programs of RAILS; and

WHEREAS, RAILS and SWAN desire to enter into this Agreement to obtain and provide automated library services as set forth herein; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act provide authority for intergovernmental cooperation, and Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, specifically provides authority for the formation and execution of intergovernmental contracts; and

WHEREAS, RAILS and SWAN have each authorized the execution of this Agreement pursuant to the authority granted to them by the Illinois Constitution and the Intergovernmental Cooperation Act.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth in this Agreement, the Parties do hereby agree as follows:

Section 1: Incorporation of Recitals

The foregoing recitals are hereby incorporated herein and made a part of this Agreement.

Section 2. Term and Termination of Agreement

This Agreement shall be effective on July 1, 2018 and will be in place until June 30, 2019, unless terminated by mutual written consent of both Parties or by either Party upon one hundred twenty (120) days’ written notice to the other Party. RAILS shall be responsible for payment to SWAN for fees incurred through the termination date.

Section 3: Services and Costs

Contingent upon state funding, RAILS shall provide the services set forth in **Appendix A**. SWAN will provide the services set forth in **Appendix B**. The Cost and/or Payment between the Parties are set forth in **Appendix C**. The Appendices (A through C) are exhibits to this Agreement and are incorporated herein.

Section 4: Insurance

SWAN will provide workers compensation and general liability insurance for its employees and will procure property insurance that covers all equipment it owns against risks of loss or damage for an amount equal to the replacement cost of the equipment. RAILS will provide workers compensation and general liability insurance for its employees and will procure property and auto insurance for all equipment and vehicles that it owns against risks of loss or damage for an amount equal to the replacement cost of the equipment or vehicles. SWAN is not covered by any RAILS cyber security insurance policy, and may decide to procure its own if it wishes.

Section 5: Limitation of Liability/Damages

A. ANY SPECIFICATION, DESCRIPTION, OR OBJECTIVE IN THIS AGREEMENT CONCERNING THE OPERATION OF THE INTEGRATED LIBRARY SYSTEM ("ILS") IS A STATEMENT OF THE UNDERSTANDING OF THE PARTIES AS TO THE DESIGN AND SERVICE OBJECTIVES OF THE ILS, AND DOES NOT CREATE AN EXPRESS OR IMPLIED WARRANTY THAT THE ILS DOES OR WILL ALWAYS CONTINUE TO OPERATE AS DESCRIBED.

B. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER RAILS NOR SWAN NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS SHALL BE LIABLE TO OR THE OTHER OR THE OTHER'S MEMBERS FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT (WITH THE EXCEPTION OF PERSONAL INJURY AND PROPERTY DAMAGE DIRECTLY CAUSED BY WILLFUL AND WANTON CONDUCT OR FOR WHICH NO STATUTORY OR COMMON LAW IMMUNITY EXISTS), INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF SERVICES UNDER THIS AGREEMENT, AND ANY AMENDMENTS THERETO, OR THE PROVISION, USE OR OPERATION OF THE ILS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT AND ANY AMENDMENTS THERETO, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

C. NEITHER PARTY TO THIS AGREEMENT, INCLUDING THEIR OFFICERS, BOARD MEMBERS, EMPLOYEES AND AGENTS, SHALL BE LIABLE IN ANY WAY FOR DELAYS, FAILURE IN PERFORMANCE, LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS OR CAUSES BEYOND SUCH PARTY'S REASONABLE CONTROL.

D. ANY ACTION IN LAW OR IN EQUITY ARISING FROM OR IN CONNECTION WITH ANY MATTER UNDER THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED, EXCEPT CLAIMS FOR DAMAGES WHICH MAY BE COVERED UNDER THE ILLINOIS TORT IMMUNITY ACT.

E. EXCEPT AS SET FORTH EXPRESSLY IN THIS AGREEMENT, NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY EITHER PARTY.

F. THE TERMS AND CONDITIONS IN THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 6: Assignment

Neither Party shall have the right to assign their respective rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

Section 7: Amendments; Waivers

This Agreement and the rights created by this Agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this Agreement and duly and validly authorized, executed, and delivered by the Parties.

Section 8: Relationship of the Parties

The Parties shall act as independent contractors with respect to the provision of services pursuant to this Agreement. Nothing in this Agreement is intended, or shall be construed or applied, to create the relationship of principal and agent, employer and employee, partners, or joint ventures between RAILS and SWAN. No employer/employee relationship shall be created by this Agreement between SWAN and any RAILS employee providing services under the terms of this Agreement.

Section 9: Governing Law

The Parties agree that because this Agreement is to be performed in Illinois, the laws of the State of Illinois shall govern the Parties in the interpretation of this Agreement, the State in which the Agreement has deemed to have been executed and delivered. Any case or lawsuit arising out of the Agreement or by either Party to enforce any term of the Agreement shall be brought only in the Circuit Court of DuPage County.

Section 10: Severability

The provisions of this Agreement are severable if any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law; such decision shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement forthwith, upon the delivery of written notice of termination of the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly designated officers on the day and year set forth on the first page hereof.

SWAN

**REACHING ACROSS ILLINOIS
LIBRARY SYSTEM**

Rich Wolff
SWAN President

Deirdre Brennan
Executive Director, RAILS

Attest By:

Attest By:

Tiffany Verzani
SWAN Secretary

Kate Hall
RAILS President

Date: _____

Date: _____

Appendix A –SERVICES PROVIDED BY RAILS

Contingent upon state funding, RAILS shall provide services to SWAN (which may be referred to as “LLSAP”) as set forth herein. Where used herein, the term *staff* refers to RAILS employees performing work for SWAN. The following services shall be provided by RAILS to SWAN:

Datacenter Services

1. RAILS shall provide to SWAN:
 - a. Designated rack space in the datacenter for any equipment critical to operate ILS services to LLSAP members. SWAN shall provide and maintain an updated equipment list to RAILS IT;
 - b. Electricity to the rack, backed up by an uninterruptible power supply (“UPS”) and building generator;
 - c. Network connection and sufficient bandwidth to operate ILS services to LLSAP members;
 - d. HVAC in the data center, with room temperature and humidity optimized for computing equipment; and
 - e. 24-hour physical access to the datacenter and server rack for authorized LLSAP staff for the purposes of LLSAP service operations. No outside vendor is allowed in the datacenter unescorted. Escorts are defined as a RAILS IT staff member or representative approved by the RAILS IT department (such as authorized LLSAP staff). In the event that an authorized LLSAP staff member is not able to escort an outside vendor, RAILS datacenter security and access procedures apply, including:
 - i. Access to the datacenter during normal business hours (8:30 am-5:00 pm, Mon-Fri) will be granted with at least 2 hours prior notice. Access requests must be acknowledged by RAILS IT and the 2 hour notice period starts after acknowledgment.
 - ii. Appointments for access to the datacenter during nonbusiness hours must be made and acknowledged by RAILS IT staff at least 4 hours prior to access being needed. Emergency situations, as deemed by RAILS IT, will be handled on a case by case basis.
2. SWAN shall be solely responsible for:
 - a. All system administration of SWAN equipment; RAILS will not provide any system administration support of the SWAN equipment except for ensuring the proper operation of electricity, network connection, and HVAC for optimization of the SWAN equipment;
 - b. All aspects of installation and removal of SWAN equipment, and costs of repair and restoration of the datacenter for any damage arising from the installation, maintenance, repair and removal of the SWAN equipment;
 - c. All costs and expenses related to the provision of LLSAP services or any other services beyond the RAILS services specified in this agreement.

RAILS Delivery Services to SWAN Facility

1. RAILS shall provide delivery service five days/week to SWAN headquarters, within an approximately two-hour window to be determined by RAILS. SWAN must provide access for delivery staff, including a key and alarm code access, etc., if delivery times are outside of SWAN's normal business hours. For delivery purposes, the SWAN location will be labeled "SWAN."

Website Services

1. RAILS shall provide basic LLSAP hosting, installation, build, and configuration of a standardized Drupal design and installation profile; including module installation and updates, and Library Learning (L2) integration for member access and import of events and library building profiles.
2. RAILS shall provide additional ongoing website support services, including development and maintenance of limited custom features, not to exceed 20 hours per year. RAILS shall cooperate with any outside vendors hired by the LLSAP to provide additional website services.

Help Desk Ticket System Services

1. RAILS shall provide ticket system hosting, installation, build, and configuration; including updates (done at least every whole revision of the software), and Library Learning (L2) integration for member access and import of library building profiles.
2. RAILS shall provide additional ongoing ticket system support services, including development and maintenance of limited custom features, not to exceed 15 hours per year.

Financial Services

1. RAILS shall provide accounting services (billing, accounts payable, accounts receivable, reports, and financial statements) following the RAILS chart of accounts. The accounting services include, but are not limited to, the following:
 - a. Billing SWAN member libraries for fees, purchases, credits, and services provided by SWAN to its member libraries.
 - b. Financial reconciliations and the provision of financial information for insurance renewals or other business purposes.
 - c. Audit support; providing the chosen auditor with requested documents and reports. Review of financial statements and any auditor proposed adjustments.
 - d. Supply information and assistance as needed for preparation of SWAN draft and final budgets.
 - e. Provide banking assistance to include lock box establishment and administration.

Meeting Rooms

1. RAILS shall provide use of meeting rooms at RAILS facilities to SWAN, excluding Burr Ridge Conference Room A, subject to availability and the general guidelines posted at

<https://www.railslibraries.info/about/room-guidelines>. Access for advance scheduling will be provided via L2.

Bibliographic Services

1. Contingent upon the development of a new service or arrangement with the Illinois State Library to replace OSMOSIS from The MARC of Quality, RAILS shall pay for the periodic batchloading of holdings information to a bibliographic utility.

Appendix B – SERVICES PROVIDED BY LLSAP

SWAN is a Local Library System Automation Program (“LLSAP”) option for libraries located within the boundaries of RAILS or otherwise affiliated with it. SWAN will:

1. Work with RAILS and other LLSAPs to:
 - a. Ensure the ability of all LLSAPs to meet the needs of their members.
 - b. Increase the prevalence of automation and the use of shared bibliographic catalogs by RAILS members by actively participating in marketing and other efforts.
 - c. Develop services that will further resource sharing throughout RAILS by providing staff, technical expertise, and assistance when needed.
 - d. Develop streamlined, cost-effective procedures and services.
2. Provide feedback and participate in LLSAP strategic and long-range planning with RAILS.
3. Provide feedback on RAILS decision making on issues that affect the LLSAPs.
4. Submit a Financial Sustainability Plan demonstrating SWAN’s actual and/or contingency plans for independence from RAILS in-kind and financial support in the event that funding becomes unavailable. Detailed guidelines will be supplied by RAILS before December 31, 2017 and the report shall be submitted by June 30, 2018.
5. Promote RAILS events and communications.
6. Comply with all RAILS and Illinois State Library reporting requirements resulting from its designation as a LLSAP, such as information for the Illinois State Library annual system report.
7. Actively participate in collaborative projects among consortia and/or with RAILS.
8. Be open to membership by all sizes and types of libraries within RAILS.
9. Support members whose primary service point is within the RAILS service area (although non-RAILS members may belong to an LLSAP, they will not be included in allocation of RAILS support.)
10. Govern itself in accordance with its bylaws.
11. Develop service policies and provide operational guidance.
12. Arrange and pay for the annual audit of funds held in SWAN’s bank accounts.
13. Arrange and pay for insurance for SWAN-owned property and digital records, and for SWAN officers, employees, contractors, and vendors.
14. Pay for ILS and related third-party vendor costs, including but not limited to maintenance, hardware, software, subscriptions, and ILS consulting.
15. Work toward expanding access to digital content, including, but not limited to, ebooks, while working within licensing and other relevant technical limitations.

Appendix C – COST OF SERVICES

For the services provided by SWAN (as set forth in Appendix B), RAILS shall pay \$598,985 to SWAN in FY2019.

This amount may be adjusted by mutual written agreement between RAILS and SWAN at least ninety (90) days before the adjustment takes effect.

Payments will be made by RAILS in equal quarterly installments, upon receipt of advance billing by SWAN.