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17 May 2018

**TO: RAILS Board of Directors**

**FROM: Anne Slaughter**

**SUBJECT: Revised FY2019 PrairieCat RAILS LLSAP Support contract**

Staff is requesting approval of the revised PrairieCat FY19 LLSAP Support contract included in the RAILS Board meeting agenda packet.

The only change is removal of Use of RAILS Vehicles as an in-kind service from Appendix A (Services Provided by RAILS) and an update to the Appendix E (Financial Responsibility Detail) to reflect that change.

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

**THIS AGREEMENT** is entered into this 1<sup>st</sup> 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**

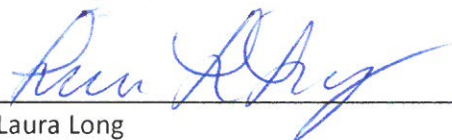


Emily Porter  
PrairieCat Chair

Deirdre Brennan  
Executive Director, RAILS

Attest By:

Attest By:



Laura Long  
PrairieCat Secretary

Kate Hall  
RAILS President

Date: 5/4/18

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.



**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

Acct Code	Description	Financial Responsibility		Notes
		LLSAP Operating Budget	RAILS General Fund	
	<b>Expenses</b>			
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		
5220	Vehicle insurance	X		
5230	Vehicle leasing and rent	X		
5240	Other vehicle expenses	X		
5250	In-state travel	X		

Acct Code	Description	Financial Responsibility		Notes
		LLSAP Operating Budget	RAILS General Fund	
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.
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.

Acct Code	Description	Financial Responsibility		Notes
		LLSAP Operating Budget	RAILS General Fund	
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.
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.

		Financial Responsibility		
Acct Code	Description	LLSAP Operating Budget	RAILS General Fund	Notes
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.