

Date: January 15, 2026

TO: RAILS Board

FROM: Joe Filapek, Associate Executive Director

SUBJECT: Vehicle Transfer to RSA

As a reminder, RSA’s transition to staffing independence formally began on January 1, 2026, following the same path previously taken by PrairieCat and SWAN. While RSA has assumed responsibility for its core operations and staff, RAILS continues to provide support through the FY26 LLSAP Support Grant. Under this agreement, RAILS will provide IT services—including staff software and technical support—through June 30, 2026. After that date, RAILS support will be limited to facility-level services such as internet connectivity, Wi-Fi, and printers, with continued coordination to ensure RSA is not left without essential support as the transition work is completed.

The accompanying Memorandum of Understanding (MOU) recommends transferring ownership of two RAILS passenger vehicles to RSA. Our attorney advised that this MOU be structured to comply with the Illinois Library System Act and the statutory conditions under which the board may authorize the transfer of ownership of system assets to another tax-supported library or library system.

This proposed transfer, like the broader independence project, is part of a deliberate and collaborative process between RAILS and RSA. It complements the Intergovernmental Agreement approved by the RAILS board in November and aligns with prior board actions supporting RSA’s transition.

We will provide additional detail and context regarding the MOU and the vehicle transfer during the board meeting.

Memorandum of Understanding (MOU)

Regarding the Transfer and Stewardship of Physical Assets

This Memorandum of Understanding ("MOU") is entered into by and between **Reaching Across Illinois Library System**, an Illinois Library system established under the Library System Act, 75 ILCS 10/1, *et seq.* ("**RAILS**") and **Resource Sharing Alliance**, an Illinois intergovernmental library consortium ("**RSA**") (collectively, the "Parties"). This MOU outlines the understanding and agreement of the Parties regarding the transfer, ownership, and stewardship of certain physical assets associated with operations at the RAILS East Peoria office, located at 715 Sabrina Drive, East Peoria, Illinois.

1. Transfer of Vehicle Ownership

RAILS agrees to transfer ownership of **two (2) 2014 Ford Fusion vehicles** ("Vehicles"), currently owned by RAILS and housed at the East Peoria location, to RSA effective **January 30, 2026**.

Upon transfer of ownership:

- a. RSA shall assume full responsibility for all costs associated with the Vehicles, including but not limited to maintenance, insurance, registration, repairs, and any other related expenses; and
 - b. RAILS shall have no further financial or operational responsibility for the Vehicles.
-

2. Right of First Reacquisition

In the event that RSA determines at any point in the future that it no longer has a need for either or both of the Vehicles, RSA agrees to:

- a. First communicate this determination to RAILS in writing; and
- b. Provide RAILS with the **first right to reacquire either or both vehicles at no cost**.

This right of first reacquisition shall apply to prohibit RSA from offering, transferring, selling, or otherwise disposing of the Vehicles to any other party prior to giving RAILS notice and an opportunity to reacquire the Vehicles as provided in this Section 2.

3. Future Relocation from East Peoria

In the event that either Party decides to relocate operations and no longer utilize the East Peoria office, the relocating Party agrees to:

- a. Adhere to the terms and conditions outlined in the **LLSAP Support Grant Application – Legacy Services Supplement**; and
- b. Provide to the other Party **at least one hundred twenty (120) days’ advance written notice**, or, in the event 120 days’ advance notice is not possible, provide written notice as soon as practicable after its decision to relocate.

4. Term and Amendments

The initial term of this MOU shall commence as of the latest date executed below, and be effective for a period of five years (“Term”) unless terminated earlier as provided in this Section 5. The term of this MOU may be extended by mutual agreement of the Parties. This MOU may terminate prior to expiration (1) immediately upon mutual written agreement of the Parties; or (2) by either Party upon thirty (30) days’ advance written notice to the other Party.

This MOU reflects the mutual understanding of the Parties as of the date of the last signature below. Any amendments to this MOU must be made in writing and signed by both Parties.

5. Indemnification

RSA agrees that, to the extent permitted by law, it will indemnify, hold harmless, and defend RAILS, its officials, administrators, employees, volunteers, and agents (the “Covered Entities”) from any and all claims resulting from injuries, including death, property damage, and losses sustained by a third-party arising out of, in connection with, or in any way associated with RSA’s use or operation of the Vehicles or other personal property owned by RAILS or located within or upon RAILS property or facilities.

6. General Terms.

- a. **Governing Law, Venue.** This MOU is governed by the laws of the State of Illinois. Venue for any dispute arising out of this MOU shall be the Circuit Court of Cook County, Illinois.
- b. **Notices.** Any notices required or permitted under this MOU or by law shall be in writing and directed to the Parties at the following addresses:

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

With a copy to: Kurt S. Asprooth
Ancel Glink, P.C.
140 S. Dearborn Street, Suite 600
Chicago, IL 60603

To RSA: Kendal Orrison, Executive Director
Resource Sharing Alliance (RSA)
715 Sabrina Drive
East Peoria, IL 61611

- c. Assignment. Neither Party shall transfer or assign its rights or obligations under this MOU without the other Party's prior written consent.
- d. Relationship of the Parties. This MOU is intended to document operational understanding and does not create a partnership, employment or joint venture relationship between the Parties.

7. Signatures

By signing below, the Parties acknowledge and agree to the terms outlined in this Memorandum of Understanding.

Resource Sharing Alliance (RSA)

Signature: _____

Name: _____

Title: Executive Director

Date: _____

Reaching Across Illinois Library System (RAILS)

Signature: _____

Name: _____

Title: Executive Director

Date: _____