

November 14, 2025

**TO: RAILS Board of Directors**

**FROM: Joe Filapek, RAILS Associate Executive Director**

**SUBJECT: 8.2 RAILS/RSA Intergovernmental Agreement**

A copy of the proposed Intergovernmental Agreement (IGA) between the Resource Sharing Alliance (RSA) and RAILS is included in your board packet immediately following this memo. This agreement represents the next important step in RSA's ongoing independence project, a transition we have discussed with the board several times over the past few years. As a reminder, RSA's project follows the same path taken by PrairieCat and SWAN as they moved toward operational independence from RAILS in prior years.

The IGA formalizes the planned transition of RAILS staff currently assigned to RSA. Effective January 1, these staff members will become direct employees of RSA. This arrangement mirrors the approach used in other LLSAP independence efforts and is consistent with the IGAs previously executed by RAILS—most recently in 2018 when PrairieCat completed its own independence transition.

While RSA is taking on responsibility for its core operations and staffing, RAILS will continue to provide support through the LLSAP Support Grant program, which the board heard about at last month's meeting. In addition, RSA intends to continue utilizing RAILS financial services and the East Peoria facility through at least FY2027 as part of our supplemental legacy services.

This agreement reflects the collaborative and intentional process that RAILS and RSA have taken to ensure a smooth and sustainable transition. We look forward to continuing our strong partnership with RSA and the critical role they play in supporting resource sharing across a significant portion of our service area.

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE REACHING ACROSS ILLINOIS LIBRARY SYSTEM AND RESOURCE  
SHARING ALLIANCE**

This Intergovernmental Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between the Reaching Across Illinois Library System (“RAILS”), a body politic and corporate and Resource Sharing Alliance (“RSA”), an Illinois intergovernmental entity, (individually referred to as a “Party” and collectively referred to as the “Parties”).

**RECITALS**

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

**WHEREAS**, RSA is an intergovernmental entity established for the sharing of materials among its member libraries; and

**WHEREAS**, RAILS and RSA partner to provide support staff professionals; and

**WHEREAS**, RAILS and RSA desire to enter into this Intergovernmental Agreement (“Agreement”) to provide for the transitioning of employees to RSA; and

**WHEREAS**, RAILS and RSA are units of local government as provided in Article VII of the 1970 Illinois Constitution or public agencies as defined by the Illinois Intergovernmental Cooperation Act (the “Act”), 5 ILCS 220/1 et seq; 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 Act specifically provides authority for the formation and execution of intergovernmental contracts, 5 ILCS 220/5; and

**WHEREAS**, RAILS and RSA have each authorized the execution of this Agreement pursuant to the authority granted to the Parties 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 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.** **Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the Parties execute this Agreement as set forth below.

**Section 3. Transition of Employees and Leaves.** As of January 1, 2026, the Parties hereto agree to the transitioning of staff members who have been servicing the RSA Local Library System Automation System (“LLSAP”), employed until December 31, 2025 by RAILS, and from January 1, 2026 and thereafter by RSA. In relation to that transition, on or about December 20, 2025, RAILS will provide to RSA a preliminary list of those employees with a listing of their remaining, unused vacation leave that has accrued and a listing of their remaining, unused sick leave days that have accrued. On or before January 10, 2026, RAILS will provide a final listing indicating the unused vacation and unused sick leave as of December 31, 2025. RSA will transfer up to five (5) days of vacation leave and all sick leave for each transitioning employee. No other leave time that has accrued by a RAILS employee will be transferred by RSA.

**Section 4. Employment Policies.** Each Party will comply with its respective adopted Employment Policies with respect to the transitioning employees and will comply with all applicable state and federal law.

**Section 5. Limitation of Liabilities.** EXCEPT AS SET FORTH IN SECTIONS 6 AND 7 BELOW, NEITHER PARTY TO THIS AGREEMENT, INCLUDING THEIR OFFICERS, BOARD MEMBERS, EMPLOYEES AND AGENTS, SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY 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), INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THE TRANSITION OF EMPLOYMENT UNDER THIS AGREEMENT, AND SPECIFICALLY TO THE TERMINATION AS OF DECEMBER 31, 2025 OF RAILS’ EMPLOYMENT OR INITIATION OF EMPLOYMENT BY RSA, PURSUANT TO THIS AGREEMENT OR ANY AGREEMENT BETWEEN THE PARTIES AND ANY AMENDMENTS THERETO, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

**Section 6. RAILS Indemnification of RSA.** RAILS shall indemnify and hold harmless RSA and its officers, board members, agents and employees, with respect to any claim or loss, including, but not limited to, attorney’s fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of RAILS or its officers, board members, agents, employees, consultants, or contractors, pursuant to this Agreement.

**Section 7. RSA Indemnification of RAILS.** RSA shall indemnify and hold harmless RAILS and its officers, board members, agents and employees, with respect to any claim or loss, including, but not limited to, attorney’s fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of RSA or its officers, board members, agents, employees, consultants, or contractors, pursuant to this Agreement.

**Section 8. 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 9. 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 10. Relationship of the Parties.** RAILS and RSA shall act as independent parties with respect to the provisions of 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. No employer/employee relationship shall be created by this Agreement between an RSA employee and any RAILS employee under the terms of this Agreement.

**Section 11. 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 12. Severability.** The purposes 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 13. 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 below:

**To RAILS:**

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

**To RSA:**

ATTN: Board President  
Resource Sharing Alliance  
715 Sabrina Drive  
East Peoria, Illinois 61611

Notices may also be transmitted to other 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 14. 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 15. Successors.** This Agreement shall be binding upon all successors of the Parties.

**Section 16. Authority.** Each Party 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 17. 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 and authorized officers on the day and year set forth below.

**RAILS**

By: \_\_\_\_\_  
**Executive Director**

Dated: \_\_\_\_\_, 2025

**RESOURCE SHARING ALLIANCE**

By: \_\_\_\_\_  
**Board President**

Dated: \_\_\_\_\_, 2025