INTERGOVERNMENTAL AGREEMENT BETWEEN
LEWIS AND CLARK LIBRARY SYSTEM
LINCOLN TRAIL LIBRARIES SYSTEM
ROLLING PRAIRIE LIBRARY SYSTEM
SHAWNEE LIBRARY SYSTEM

This AGREEMENT, made and entered into this _____day of _____, 2011, pursuant to authority of the Illinois Constitution and state statutes, by and between the Lewis and Clark Library System (LCLS), Lincoln Trail Libraries System (LTLS) Rolling Prairie Library System (RPLS) and Shawnee Library System (ShLS), bodies politic and corporate of the State of Illinois (herein referred to collectively as "Systems").

Whereas, the LCLS, LTLS, RPLS, ShLS are duly organized and operating Library Systems of Illinois pursuant to the Illinois Library Systems Act [75 ILCS 10/1 *et seq.*]

Whereas the respective governing boards of the Systems are empowered and authorized by statute explicitly as bodies politic and corporate [75 ILCS 10/7(8)]; to contract with any public or private corporation or entity for the purpose of providing or receiving library service or performing any and all other acts necessary and proper to carry out the responsibilities and the provisions of the Library System [75 ILCS 10/7(6)]; and to retain professional consultants as needed [75 ILCS 10/7(5)]; and

Whereas, Article VII, Section 10 of the 1970 Constitution of Illinois authorizes units of local government to contract or otherwise associate among themselves "to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not

prohibited by law or by ordinance" and to "use their credit, revenues and other resources to pay costs and to serve as debt related to intergovernmental activities"; and

Whereas, the State of Illinois has authorized units of local government, agencies of the state government and political subdivisions and any combination thereof to combine in intergovernmental agreements and to exercise any powers, privileges or authorities otherwise provided jointly by means of intergovernmental agreements, including the expenditure of funds by means of the Intergovernmental Cooperation Act [5 ILCS 220/1 *et seq.*]; and

Whereas, it has been determined by the corporate authorities of each of the Systems respectively, that this Agreement is in the best interest of each; and

Whereas, each of the Systems has, by separate and independent resolutions, (i.e. LCLS on October 19, 2010, LTLS on January 24, 2011, RPLS on November 16, 2010, and ShLS on December 20, 2010), agreed "to dissolve and merge into a single System effective July 1, 2011, and further, that as of March 1, 2011, a transition board of directors composed of not more than fifteen (15) representatives with eight (8) Public Library Trustees and seven (7) who represent a variety of library interest, who are eligible electors in the geographical area of the system and are appointed by the Board of Directors of each of the four Systems will be formed to oversee the development of the new System"; and

Now Therefore in consideration of the foregoing and of the mutual covenants and agreements herein contained, the Systems hereby agree as follows:

TRANSITION BOARD OF DIRECTORS. By separate independent resolution, each of the Systems, LCLS dated October 19, 2010, LTLS dated January 24, 2011, RPLS dated November 16, 2010, and ShLS dated December 20, 2010, have agreed to dissolve and merge into a single System as of July 1, 2011, and further, that as of March 1, 2011, a Transition Board of Directors composed of not more than fifteen (15) from the four systems will be formed to oversee the development of the new System; and therefore the Systems hereby authorize and designate the Transition Board**,** as the administrative body to coordinate and effectuate the merger of the four systems. The guiding principle intended by the Systems' mutual covenants and agreements is for an uninterrupted continuation, to the maximum extent feasible, of member services and programs.

SYSTEMS OPERATIONS UNTIL JULY 1, 2011. The Systems hereby agree to reserve to the individual system Boards, Directors and staff, the operation of existing programs and services, as advisable, and any necessary wind-up thereof until July 1, 2011. The Systems agree that principal coordination of transitioning these operations should be through the individual System Directors in consultation with the Southern System Planning Panel, the Transition Board, and any Library System Director employed or appointed for the new System prior to July 1, 2011. The primary goal is to accomplish the maintenance of the programs, operations and services to members in the transition to the new Library System.

POLICIES AND ACTIVITIES AFTER JULY 1, 2011. The Systems each agree to delegate to the Transition Board, the authority for development and effectuation of policies and all activities relating to continuation of program operations and services which are to take effect after July 1, 2011. In the event of the determination by the individual System Directors in

coordination with the Transition Board such effective date should be sooner than July 1, 2011 in a particular respect, and specifically including such services and operations as facilities or equipment maintenance agreements, and the delivery service, the Systems hereby transfer such authority to the Transition Board.

STATE AND FEDERAL GRANTS AND CONTRACTS. The Systems agree to transfer and delegate to the Transition Board, as necessary or advisable, the authority to prepare and submit any appropriate proposals for state or, as available, federal grants and contracts, and including the authority to make those commitments required by such grants or contracts as the Transition Board sees fit.

THE TRANSITION BOARD OF DIRECTORS. The systems recognize and agree that the Transition Board will engage in preparation and approval of plans and documentation to establish the new system, including the by-laws and a proposed plan of service, and an application for state aid, including the proposed budget for operation of the new Library System in advance of the submission deadlines as required by the Illinois State Library. The Systems hereby agree to delegate the authority to the Transition Board to prepare, approve, and submit such plans and documentation. The systems reserve to subsequent agreement the final application to the State Library for the merger of two or more systems. The systems recognize and appoint the Transition Board as the initial Board of Directors of the new Library System, in a *de facto* status, until which time election procedures for selection of a new Library System Board can be implemented.

PERSONNEL. The systems agree to delegate and transfer authority to the Transition Board to establish, and to the extent necessary or advisable, execute required documentation, for the provision of continuation of appropriate employee benefits (including specifically Illinois Municipal Retirement fund arrangements, vacation, holiday, sick leave policies, provisions for health insurance and the like). The Systems further agree that the Transition Board shall be empowered to investigate, prepare and adopt appropriate personnel policies to be effective July 1, 2011, including position descriptions, and salary schedules.

EXECUTIVE DIRECTOR SELECTION. The Systems hereby agree to transfer and delegate the authority to the Transition Board to establish appropriate procedures for advertisement, recruitment, interview and selection procedures of an Executive Director for the new Library System. Appointment of a new Executive Director will occur at a time determined by the Transition Board and will assure that the individual can participate directly in transition activities, the design and implementation of plans and procedures in furtherance of the transition to a unified library system. The new Library System shall employ an executive director, reporting to and accountable to the system board, who shall have a master's degree from an American Library Association-accredited library education program and who has a minimum of five years postgraduate employment that includes a minimum of two years in library administrative experience as required by Illinois law and regulations.[1].

FISCAL AGENCY. In furtherance of the provisions of the Intergovernmental Agreement and with the recognition that the individual Systems have previously shared equally

[1] *TITLE 23: EDUCATION AND CULTURAL RESOURCES, SUBTITLE B: CULTURAL RESOURCES CHAPTER I: SECRETARY OF STATE, PART 3030 THE ILLINOIS LIBRARY SYSTEM ACT, SECTION 3030.50 SERVICE STANDARDS*

the costs of pre-merger activities since August 2010, the Systems agree to continue to act individually as fiscal agents for the Transition Board or, at the appropriate time, to designate an individual system which may be selected to serve as the interim fiscal agent, until July 1, 2011, and to better transition and prepare for the new system, they may agree to deposit with such individual fiscal agency specific amounts of funds to efficiently provide for the continuing and uninterrupted operation of the merged new system as of July 1, 2011.

OTHER CONTRACTS. Nothing in this Agreement shall be construed to prohibit the Systems or any one of them from entering into any other agreements or contracts with any other person, corporation or firm for any proper purpose of the respective System, except that any such agreement or contract shall not be incompatible with or contradictory to the completion of the planned merger into one new System effective July 1, 2011.

NOTICES. All notices or communications provided for herein shall be in writing and shall be delivered to the System or Systems either in person or by U.S. Mail via certified mail, return receipt requested, postage prepaid, addressed to the System as follows:

Lewis & Clark Library System
6725 Goshen Road
Edwardsville, IL 62025

Lincoln Trail Libraries System
1704 West Interstate Drive
Champaign, IL 61822

Rolling Prairie Library System
345 West Eldorado Street
Decatur, IL 62522

Shawnee Library System
607 S. Greenbriar Road
Carterville, Il 62918

until and unless other addresses are specified by notice given in accordance herewith.

SEVERABILITY. Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

EFFECTIVE DATE AND TERM. This agreement shall become effective at such time as the Systems shall have executed this Agreement and shall continue in force and effect for a period to end June 30, 2011 unless otherwise amended, modified or cancelled according to the terms herein although it is expected to be terminated upon the completion of the dissolution and merger into a single System of the parties hereto.

MODIFICATION OR AMENDMENT. This Agreement may be amended from time to time by the mutual consent of the parties hereto provided, however, that no such amendment shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties hereto. The Illinois State Library shall be notified immediately of any amendment or amendments to this Agreement.

CANCELLATION. This Agreement may be cancelled by written notice provided to the System at least 30 days in advance of the effective date of the cancellation in the event that at least three of the four Systems have authorized and directed the preparation and delivery of such

a notice of cancellation. The Illinois State Library shall be notified immediately in the event that this Agreement is cancelled.

COUNTERPARTS. This Agreement shall be executed in five (5) counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, with each of the Systems and the Illinois State Library to receive one counterpart for their official records.

CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing board, have caused this Agreement to be executed in several counterparts, each of which shall constitute an original, all as of the day and year first written above.

Board of Directors
Lewis-& Clark Library System

By: _____
Its President

Attest: _____
Its Secretary

Board of Directors
Rolling Prairie Library System

By: _____
Its President

Attest: _____
Its Secretary

Board of Directors
Lincoln Trail Libraries System

By: _____
Its President

Attest: _____
Its Secretary

Board of Directors
Shawnee Library System

By: _____
Its President

Attest: _____
Its Secretary