



**PrairieCat Administrative Council
Agenda
October 6th, 2023**

The Council will meet on Friday, October 5th, 2023, 10:30 am –1 pm
In person at the Talcott Free Library District, 101 East Main
Street, Rockton, IL
The meeting will also be available online via Zoom:

<https://prairiecat-org.zoom.us/meeting/register/tZUqf-mtrDstHNeWUPipGNhGb58b55U0MI8i#/registration>

- I. Call to order, Welcome and Introductions
- II. Introduction of Visitors and Public Comments
- III. Review Agenda for Additions/Changes
- IV. Consent Agenda (pp. 2-14)
 - a. Approve minutes for September 1, 2023, PrairieCat Administrative Council meeting.
 - b. Approve financial report for August 2023
 - c. Approve check registers.
 - d. Statistical reports
- V. Membership Update
 - a. Update on new and upgrading members.
 - Review annual report (ROI report) (pp. 15-16)
 - b. Update on current training and engagement projects
- VI. Administrative Issues
 - a. ACTION: Discussion, review, and acceptance of FY23 audit
 - b. ACTION: Approve benefit renewals, LIMRICC (p. 17)
 - c. ACTION: Approve resolutions concerning changes to LIMRICC IGA, administrative and substantive changes (pp. 18-68)
 - d. ACTION: Approve additional unbudgeted funding for website maintenance (p. 69)
 - e. Discussion and review, FY24 Resource Sharing summit proposal (p. 70)
 - f. Discussion and recommendation to Delegates Assembly, potential changes to Bylaws concerning treasurer's bond. (pp. 71-72)
 - g. Discussion and review, Delegates Assembly agenda for October 18, 2023 (p. 73)
- VII. Ad Hoc Committee Updates
 - a. Resource Sharing Committee – no report
 - b. Finance Committee – no report
- VIII. Review of Meeting – what worked and what didn't.
- IX. Public Comments
- X. Adjournment
- XI. Next Meeting – Friday, November 3rd, 2023, DeKalb Public Library

220 W. 23rd Avenue
Coal Valley, IL 61240
(877) 542-7257
<http://support.prairiecat.info>



**PrairieCat Administrative Council
Minutes
September 1st, 2023**

The Council met on Friday, September 1st, 2023, 10:30 am –12:00 pm
In person at the Rock Island Public Library, Downtown
Library, 301 19th Street, Rock Island, IL
The meeting will also be available online via Zoom:

<https://prairiecat-org.zoom.us/meeting/register/tZUqf-mtrDstHNeWUPipGNhGb58b55U0MI8i#/registration>

I. Call to order, Welcome and Introductions

Present at Rock Island: Carolyn Coulter (PrairieCat), Chelsey Knippel (PrairieCat), Elizabeth Smith (PrairieCat), Ashley Huffines (FP), Kimberly Brozovich (RP), Megan Gove (TF), Laura Watson (HC), Victoria Blackmer (CV), Kelly McCully (BD)

Present via Zoom: Michelle Krooswyk (NL), Beth Ryan (JO)

Absent: Penny Bryant (PT), Emily Faulkner (DK), Julie Wayland (PR),

Huffines (Chair-FP) called the meeting to order at 10:28 am.

II. Introduction of Visitors and Public Comments
There were no visitors or public comments.

III. Review Agenda for Additions/Changes
There were no revisions.

IV. Consent Agenda

- a. Approve minutes for August 4th, 2023, PrairieCat Administrative Council meeting.
- b. Approve financial report for July 2023
- c. Approve check register.
- d. Statistical reports

MOTION #1

Gove (TF) moved and Blackmer (CV) seconded to approve the consent agenda as presented. There was no discussion on the motion.

***Motion carried by vocal affirmation**

Ayes: 8

Nays: 0

Abstentions: 0

V. Membership Update

- a. Update on new and upgrading members.
Smith (PrairieCat) stated that the PrairieCat Staff is focused on adding Winnebago Public Library. It is estimated that they will Go Live in January-February 2024. Putnam County Schools continue adding items²

for their primary school.

- b. Update on current training and engagement projects
Smith (PrairieCat) reminded the Council of the upcoming PUG Day event. It will be held on Friday, September 29th. There are 230 people registered. Counting PrairieCat Staff and presenters, we should have about 250 people at the event.

Coulter (PrairieCat) added the eCommerce is working in Vega as of yesterday, Thursday, August 31st. We are going to test this with a few locations, but will then bring it live for the membership, at which time we will be able to make Vega Discover our primary catalog.

- c. Discussion, compliance report
Smith (PrairieCat) gave the bi-annual compliance report. Alleman High School has staffing issues for quite a while, but they are back on track and doing a great job of keeping up on PrairieCat. Byron schools still need to finish their database cleanup for the elementary school. PrairieCat has scheduled monthly check-ins with the district Librarian to help keep them on track since this issue has been lingering for quite some time. They are loaning and borrowing items as required. Dakota schools is another one that has had problems adding items, but they are now Item Entry Certified and adding items. There are a few Union List members who are item entry certified but have added little to no items in FY23. Smith recommends sending a letter to remind them and check in. Coulter (PrairieCat) mentioned the reason for this could be these members have little to no budget for items, so there is nothing to add. Smith continued saying Plano schools and Polo schools are both back on track. Warren schools has completed the Item Entry Certification and is now adding items. Rockford University is a Fully Participating member, but after the librarian retired, they no longer have someone who is Item Entry Certified. It is recommended that we send them a letter to help get that completed. Lastly, Galena schools has been contacted repeatedly since 2020, where, due to COVID, we gave all the membership a break on compliance. Their Librarian was new in 2020, but still has not completed the Item Entry Certification and has not added any items to the database. They have been sent two compliance letters and have been called to remind them of these requirements. Coulter mentioned the last compliance letter we sent to Galena schools was sent to the librarian and a separate one was sent to the superintendent. Gove (TF) asked what the next steps would be. Coulter answered we could put them into suspension and tell them they will be removed from PrairieCat if they do not comply. Watson (HC) said the suspension, keeping them from borrowing could make a big difference since they do borrow quite a few items. Coulter said she could also directly call the superintendent. Blackmer (CV) agreed calling the superintendent with a warning that they will be in suspension. Watson (HC) suggested sharing statistics with them, so they understand just how valuable PrairieCat is to the school. The Council agrees to have a conversation with the librarian and the superintendent, letting them know they have until the end of this quarter to finish the Item Entry Certification training and to begin adding items or their ability to borrow items will be cut off.

VI. Administrative Issues

- a. ACTION: Approve changes to General Policy Manual, "Resolution

Establishing the Process for Participation by Electronic Means in Meetings”, Section 4 B, to add “Unexpected Childcare Obligation”

MOTION #2

Gove (TF) moved and Blackmer (CV) seconded to approve changes to the General Policy Manual’s “Resolution Establishing the Process for Participation by Electronic Means in Meetings”, Section 4 B, to add “Unexpected Childcare Obligation”. There was no discussion on the motion.

***Motion carried by vocal affirmation**

Ayes: 8

Nays: 0

Abstentions: 0

- b. ACTION: Approve changes to the General Policy Manual, Fiscal Accountability Policy, Section D regarding credit card policies

MOTION #3

Blackmer (CV) moved and McCully (BD) seconded to approve changes to the General Policy Manual, Fiscal Accountability Policy, Section D regarding credit card policies. There was no discussion on the motion.

***Motion carried by vocal affirmation**

Ayes: 8

Nays: 0

Abstentions: 0

- c. Discussion, meeting locations FY24
Coulter (PrairieCat) reviewed the meeting dates and locations for FY24 Administrative Council. Knippel (PrairieCat) explained that because the Council members are all located quite a distance apart, some of the meeting locations are difficult for members to attend. PrairieCat is finding it difficult to reach in person quorum, so centralizing the locations to make it easier on everyone might help. Ryan (JO) agreed a few central locations would be better for her. Gove (TF) said we should consider anyone who is considering joining the Administrative Council. Central locations will be easier to get volunteers on the ballot for upcoming Administrative Council elections. The Council agrees to change the meeting locations, starting with the November 3, 2023, meeting, to central locations, including but not limited to, Dekalb Public Library, Lasalle Public Library, and Sandwich Public Library.

- VII.** Vote to Adjourn to closed session pursuant to 5 ILCS 120/1: the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body.

MOTION #4

Watson (HC) moved and Gove (TF) seconded to approve to Adjourn to closed session pursuant to 5 ILCS 120/1: the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body. There was no discussion on the motion.

***Motion carried by roll call**

Ayes: 8

Nays: 0

Abstentions: 0

VIII. Reconvene from closed session.
The Council reconvened at 11:24am.

IX. ACTION: Vote on outcome of salary adjustment discussion from closed session.

MOTION #6

Blackmer (CV) moved and Gove (TF) seconded to approve rescinding motions 5,7,8 from the August 4, 2023. There was no discussion on the motion.

***Motion carried by vocal affirmation**

Ayes: 8

Nays: 0

Abstentions: 0

MOTION #7

Watson (HC) moved and McCully (BD) seconded to approve the salary adjustment for the Cataloging and Database Coordinator to mid-range as of September 1, 2023. There was no discussion on the motion.

***Motion carried by vocal affirmation**

Ayes: 8

Nays: 0

Abstentions: 0

Gove (TF) mentioned the Council discussed creating a longevity policy. It will also have to be discussed if the policy should be retroactive and how much that would cost. Coulter (PrairieCat) and Knippel (PrairieCat) will work on creating a draft policy to present to the Council next month.

X. Ad Hoc Committee Updates

a. Resource Sharing Committee – No report

b. Finance Committee – No report

XI. Review of Meeting – what worked and what didn't.
The meeting went well.

XII. Public Comments
There were no public comments.

XIII. Adjournment
The meeting adjourned at 11:27 pm.

XIV. Next Meeting – Friday, October 6, 2023, Talcott Free Library District, Rockton, IL

FY2024 PrairieCat Administrative Council MOTIONS July 2023 - June 2024			M – Motion made by Y - Yes Abstain - Abs A - Absent 2nd – Motion seconded by N - No NA - No Answer NP - Not present												
Meeting Date: 09/01/2023	Vote Summary			Votes											
MOTION	Aye	Nay	Abstention	Victoria Blackmer (CV)	Kim Brozovich (RP)	Penny Bryant (PT)	Emily Faulkner (DK)	Megan Gove (TF)	Ashley Huffines (FP)	Michelle Krooswyk (NL)	Kelly McCully (BD)	Beth Ryan (JO)	Julie Wayland (PR)	Laura Watson (HC)	
to approve the consent agenda as presented.	8	0	0	2ND Y	Y	A	A	M Y	Y	Y	Y	Y	A	Y	
to approve changes to the General Policy Manual's "Resolution Establishing the Process for Participation by Electronic Means in Meetings", Section 4 B, to add "Unexpected Childcare Obligation".	8	0	0	2ND Y	Y	A	A	M Y	Y	Y	Y	Y	A	Y	
to approve changes to the General Policy Manual, Fiscal Accountability Policy, Section D regarding credit card policies. There was no discussion on the motion.	8	0	0	M Y	Y	A	A	Y	Y	Y	2ND Y	Y	A	Y	
to approve to adjourn to closed session pursuant to 5 ILCS 120/1: the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body.	8	0	0	Y	Y	A	A	2ND Y	Y	Y	Y	Y	A	M Y	
to approve to return to open session.	8	0	0	M Y	Y	A	A	Y	Y	Y	2ND Y	Y	A	Y	
to approve rescinding motions 5, 7, 8 from the August 4, 2023.	8	0	0	M Y	Y	A	A	2ND Y	Y	Y	Y	Y	A	Y	
to approve moving the salary of the Cataloging and Database Coordinator to mid-range as of September 1, 2023.	8	0	0	Y	Y	A	A	Y	Y	Y	2ND Y	Y	A	M Y	



Date: 10/6/2023
To: PrairieCat Administrative Council
From: Elena Mendoza, RAILS Staff Accountant
Subject: PrairieCat Financial Report – August 2023

Please find attached the PrairieCat Financial Reports for the month of August 2023. The attached statements include the Cash Report, Balance Sheet, Statement of Revenues and Expenses, and Check Register for the period of August 25 through September 22.

As of August 31, of the total cash balance of \$1,214,982, \$566,785 was undesignated working cash, \$636,672 was designated for capital reserves, \$11,524 was eCommerce receipts payable to the membership, and \$1 was a member library overpayment of their first quarter member fees. Cash decreased \$665,662 during the month of August primarily due to the purchase of two 24-month CDs with PMA (Prudent Man Advisors) in the amounts of \$226,050 and \$226,150. In addition to the CD purchases, cash also decreased due to the annual OCLC membership fees for the entire consortium \$140,345, three monthly payrolls in August, payroll-related expenses, as well as other vendor expenses.

The balance of working cash was sufficient to fund 3.4 months of budgeted FY2024 operating expenses, and the capital reserves amount could fund an additional 3.8 months of budgeted operating expenses. The \$452,200 principal of PrairieCat's CDs would be sufficient to fund an additional 2.7 months of budgeted operating expenses.

Total revenues through August of \$329,428 were \$6,017 below budget primarily due to the budgeted amount of the RAILS support grant which included the in-kind services that RAILS provides PrairieCat. These services are deducted from the total grant support allocation, the net of which is recorded as support grant revenue. This below budgeted amount is partially offset by above budgeted investment income through August.

Total year-to-date interest as of the end of August was \$6,623, which was \$3,623 above the year-to-date budgeted amount of \$3,000. The Federal Reserve has raised the interest rates eleven times since March 2022. During the Federal Reserve's September meeting, they chose not to raise the interest rate, but indicated there might be one more increase before the end of the calendar year, keeping the expected rate goal to 5.6% by the end of calendar year 2023. Their projections for the following two calendar years show fewer reductions in interest rates than previously mentioned, bringing the expected rates

from 4.6% to 5.1% for calendar year 2024 and from 3.4% to 3.9% for calendar year 2025. To take advantage of this current peak in rates, PrairieCat transferred \$500,000 from IL Funds in August to secure two 24-month CDs with PMA (Prudent Man Advisors), leaving a liquid balance of \$232,510 to float with the market and remain available for PrairieCat's immediate use, if needed. PrairieCat purchased two CDs on August 30 in the amounts of \$226,150 and \$226,050, for a total of \$452,200. The total amount invested for each CD is less than \$250,000 to stay below the FDIC insurance coverage limits of \$250,000 after the projected net interest for each CD has accrued and the CD's have matured. The remainder of the balance transferred from IL Funds (\$47,800) will remain in PrairieCat's iPrime money market (ISC) account to float with the market, and be available for PrairieCat's immediate use, if needed. The average August interest rates were 5.454% and 5.250% for the IL Funds and iPrime money market (ISC) accounts, respectively.

Total expenses through August of \$300,211 were \$20,983 below budget primarily due to under budget Contractual Services expenses (\$16,437), Professional Services (\$5,156), and Travel and Continuing Education costs (\$4,877). Contractual Services expenses were under budget mostly due to the way that the Innovative Interfaces Sierra software and hosting subscriptions are required to be recorded under the Governmental Accounting Standards Board's (GASB's) new standard, GASB Statement No. 96, which provides guidance on the accounting and financial reporting for Subscription-Based Information Technology Arrangements (SBITAs) for government end-users. The requirements became effective for PrairieCat in FY2023. Under this statement, PrairieCat records monthly amortization expense of the total amount due for the entire contractual agreement as well as interest expense over the subscription term, at the present value of subscription payments. The goal of this statement is to recognize that the signing of these agreements constitutes a right to use asset which should be expensed as though this is a financing arrangement with an interest expense component, capitalized similarly to other assets, and depreciated (amortized) over the term of the agreement. Formerly, the Sierra software and hosting subscription expense were expensed to information service costs and other contractual services, respectively. Professional Services costs were below budget primarily due to the budgeted RAILS accounting service costs. These in-kind services are deducted from the overall total support grant allocation and are not invoiced to PrairieCat. Other under budget professional services were due to a lower than anticipated need for legal services through August. Travel and Continuing Education costs were below budget through August but are expected to rise as conferences and in-person member and governance meetings take place throughout the fiscal year. These below budget costs were partially offset by above budget interest expense related to the SBITAs discussed above. If the SBITA Interest expense was combined with the Contractual Services expenses, Contractual Services would only be \$4,668 below the budgeted year-to-date expense amount.

PrairieCat
Balance Sheet
As of 8/31/2023

	Balance End of Month
Assets	
Cash & cash equivalents	
Cash - Bank Orion	934,296.90
Cash - Illinois Funds	232,510.24
Cash - PMA	48,174.74
PayPal Funds	953.48
Total Cash & cash equivalents	1,215,935.36
Investments	452,200.00
Accounts receivables	32,197.35
Accrued investment income	64.19
Prepaid expenses	503,285.94
Capital Assets, net	
Computers	287,558.00
Vehicles	12,450.50
Subscription Based IT Arrangements	1,641,552.00
Accumulated Depreciation	(300,008.50)
Accumulated Amortization - Subscription Based IT Arrangement	(383,028.34)
Total Capital Assets, net	1,258,523.66
Other Assets	
Deferred Outflows - Pension	507,441.62
Total Other Assets	507,441.62
Total Assets	3,969,648.12
Liabilities	
eCommerce Receipts Payable	12,477.08
Payroll	
Pension Payable	16,471.03
Retirement Payable	1,226.84
Total Payroll	17,697.87
Deferred revenue	220,399.13
Compensated absences	36,203.28
Net Pension Liability	481,796.00
Other long-term obligations	
Deferred Inflows - Pension	1,647.00
Deferred Inflows - OPEB	2,819.00
Subscription Based IT Arrangements Payable	1,243,500.25
Total Other long-term obligations	1,247,966.25
Total Liabilities	2,016,539.61
Net Assets	
Beginning Net Assets	1,923,891.64
Current YTD Net Income	29,216.87
Total Net Assets	1,953,108.51
Total Liabilities and Net Assets	3,969,648.12

PrairieCat

Statement of Revenues and Expenses - FY24 is 16.67% Completed

From 8/1/2023 Through 8/31/2023

	<u>Current Month</u>	<u>YTD Actual</u>	<u>YTD Budget - Original</u>	<u>Percent of YTD Budget</u>	<u>Total Budget - Original</u>	<u>Percent of Annual Budget</u>
REVENUES						
Fees for Services and Materials						
Union List Member Revenue	4,999.16	4,999.16	4,999.00	100.00%	29,995.00	16.66%
Fully Participating and Basic Online Member Revenue	101,859.66	203,719.32	203,720.00	99.99%	1,222,316.14	16.66%
ILL Barcode Revenue	300.00	800.00	500.00	160.00%	3,000.00	26.66%
Fully Participating & Basic Online - CR Contribution	5,033.17	10,066.34	10,066.00	100.00%	60,398.00	16.66%
Union List - CR Contribution	915.84	915.84	916.00	99.98%	5,495.00	16.66%
Total Fees for Services and Materials	113,107.83	220,500.66	220,201.00	100.14%	1,321,204.14	16.69%
Reimbursements						
Reimbursements	1,540.60	3,081.20	3,392.00	90.83%	20,353.28	15.13%
Reimbursements - Hosting Fee	4,197.34	8,394.68	8,394.00	100.00%	50,368.00	16.66%
Reimbursements - Capira Mobile App	2,349.42	4,698.84	5,750.00	81.71%	34,500.00	13.61%
Total Reimbursements	8,087.36	16,174.72	17,536.00	92.24%	105,221.28	15.37%
Investment Income	3,060.38	6,623.44	3,000.00	220.78%	18,000.00	36.79%
Other						
Other Grants	0.00	0.00	332.00	0.00%	2,000.00	0.00%
Other Grants - RAILS Grants for Members	43,064.70	86,129.40	94,210.00	91.42%	565,262.00	15.23%
Other Revenue	0.00	0.00	166.00	0.00%	1,000.00	0.00%
Total Other	43,064.70	86,129.40	94,708.00	90.94%	568,262.00	15.16%
Total REVENUES	167,320.27	329,428.22	335,445.00	98.21%	2,012,687.42	16.37%
EXPENSES						
Personnel						
Other Professionals	51,930.92	103,861.84	103,442.00	100.40%	672,370.57	15.44%
Support Services	10,797.51	21,714.04	21,714.00	100.00%	141,146.97	15.38%
Social Security Taxes	4,414.09	8,823.62	9,574.00	92.16%	62,234.09	14.17%
Unemployment Insurance	0.00	0.00	584.00	0.00%	3,500.00	0.00%
Worker's Compensation	(434.09)	(290.34)	286.00	(101.51)%	1,720.00	(16.88)%
Retirement Benefits	8,104.53	16,224.44	16,170.00	100.33%	105,106.47	15.43%
Health, Dental And Life Insurance	13,834.17	27,614.53	28,477.00	96.97%	170,861.58	16.16%
Other Fringe Benefits	178.00	178.00	166.00	107.22%	1,000.00	17.80%
Tuition Reimbursements	0.00	0.00	83.00	0.00%	500.00	0.00%
Staff Professional Memberships	0.00	258.32	166.00	155.61%	1,000.00	25.83%
Total Personnel	88,825.13	178,384.45	180,662.00	98.74%	1,159,439.68	15.39%
Buildings and Grounds						
Property Insurance	232.08	464.16	416.00	111.57%	2,500.00	18.56%
Total Buildings and Grounds	232.08	464.16	416.00	111.58%	2,500.00	18.57%
Vehicle Expenses						
Fuel	93.46	95.46	333.00	28.66%	2,000.00	4.77%
Repairs And Maintenance	0.00	0.00	333.00	0.00%	2,000.00	0.00%

PrairieCat

Statement of Revenues and Expenses - FY24 is 16.67% Completed
From 8/1/2023 Through 8/31/2023

	<u>Current Month</u>	<u>YTD Actual</u>	<u>YTD Budget - Original</u>	<u>Percent of YTD Budget</u>	<u>Total Budget - Original</u>	<u>Percent of Annual Budget</u>
Vehicle Insurance	121.83	243.66	333.00	73.17%	2,000.00	12.18%
Vehicles Leasing And Rent	0.00	0.00	83.00	0.00%	500.00	0.00%
Other Vehicle Expenses	0.00	0.00	125.00	0.00%	750.00	0.00%
Total Vehicle Expenses	215.29	339.12	1,207.00	28.10%	7,250.00	4.68%
Travel and Continuing Education						
In-State Travel	0.00	0.00	833.00	0.00%	5,000.00	0.00%
Out-Of-State Travel	0.00	0.00	1,166.00	0.00%	7,000.00	0.00%
Registrations And Meeting, Other Fees	200.86	410.86	1,666.00	24.66%	10,000.00	4.10%
Conferences And Continuing Education Meetings	80.87	80.87	2,500.00	3.23%	15,000.00	0.53%
Public Relations	879.01	879.01	83.00	1,059.04%	500.00	175.80%
Total Travel and Continuing Education	1,160.74	1,370.74	6,248.00	21.94%	37,500.00	3.66%
Commercial Insurance	604.83	1,209.66	1,900.00	63.66%	11,400.00	10.61%
Supplies, Postage and Printing						
Computers, Software And Supplies	2,332.41	4,435.07	5,081.00	87.28%	30,486.00	14.54%
General Office Supplies And Equipment	66.77	66.77	416.00	16.05%	2,500.00	2.67%
Total Supplies, Postage and Printing	2,399.18	4,501.84	5,497.00	81.90%	32,986.00	13.65%
Telephone and Telecommunications	154.24	154.24	916.00	16.83%	5,500.00	2.80%
Equipment Repair and Maintenance						
Equipment Repair And Maintenance Agreements	88.14	176.28	500.00	35.25%	3,000.00	5.87%
Total Equipment Repair and Maintenance	88.14	176.28	500.00	35.26%	3,000.00	5.88%
Professional Services						
Legal	0.00	0.00	1,166.00	0.00%	7,000.00	0.00%
Accounting	4,800.00	4,800.00	9,266.00	51.80%	55,600.00	8.63%
Consulting	750.00	750.00	416.00	180.28%	2,500.00	30.00%
Payroll Service Fees	885.36	1,475.60	1,334.00	110.61%	8,000.00	18.44%
Total Professional Services	6,435.36	7,025.60	12,182.00	57.67%	73,100.00	9.61%
Contractual Services						
Information Service Costs	31,418.84	38,668.66	95,735.30	40.39%	574,411.73	6.73%
Outside Printing Services	0.00	0.00	333.00	0.00%	2,000.00	0.00%
Other Contractual Services	255.00	510.00	14,266.00	3.57%	85,600.00	0.59%
Amortization - Subscription Based IT Arrangements	27,359.17	54,718.34	0.00	0.00%	0.00	0.00%
Total Contractual Services	59,033.01	93,897.00	110,334.30	85.10%	662,011.73	14.18%
Professional Association Membership Dues	99.58	241.04	333.00	72.38%	2,000.00	12.05%
SBITA Interest	5,884.75	11,769.50	0.00	0.00%	0.00	0.00%
Miscellaneous	74.25	253.25	83.00	305.12%	500.00	50.65%

PrairieCat

Statement of Revenues and Expenses - FY24 is 16.67% Completed
From 8/1/2023 Through 8/31/2023

	<u>Current Month</u>	<u>YTD Actual</u>	<u>YTD Budget - Original</u>	<u>Percent of YTD Budget</u>	<u>Total Budget - Original</u>	<u>Percent of Annual Budget</u>
Miscellaneous - eCommerce Fees	424.47	424.47	916.00	46.33%	5,500.00	7.71%
Total EXPENSES	<u>165,631.05</u>	<u>300,211.35</u>	<u>321,194.30</u>	<u>93.47%</u>	<u>2,002,687.41</u>	<u>14.99%</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>1,689.22</u>	<u>29,216.87</u>	<u>14,250.70</u>	<u>205.02%</u>	<u>10,000.01</u>	<u>292.16%</u>

PrairieCat
Check/Voucher Register
1000 - Cash - Bank Orion
From 8/25/2023 Through 9/22/2023

Vendor Name	Effective Date	Check Amount
Bank Orion	8/28/2023	252.00
First Bankcard	8/28/2023	1,965.87
Cherry Hill Company	8/30/2023	3,140.00
Lauterbach & Amen, LLP	8/30/2023	4,800.00
Paycom Payroll LLC	8/31/2023	295.12
Paycom Payroll LLC	8/31/2023	20,113.47
Paycom Payroll LLC	8/31/2023	8,021.94
Bank Orion	8/31/2023	58.25
ICMA Retirement Corporation	9/1/2023	1,226.84
MerchantE	9/5/2023	272.74
MerchantE	9/5/2023	45.51
Klein, Thorpe and Jenkins, Ltd.	9/6/2023	129.00
Illinois Municipal Retirement Fund	9/7/2023	10,980.65
Bank Orion	9/12/2023	30.00
LIMRICC	9/13/2023	18,222.19
Paycom Payroll LLC	9/14/2023	295.12
Paycom Payroll LLC	9/14/2023	20,226.90
Paycom Payroll LLC	9/14/2023	8,096.67
ICMA Retirement Corporation	9/15/2023	1,226.84
Bradley Public Library District	9/20/2023	281.00
Charles B. Phillips Public Library District	9/20/2023	35.00
Cherry Hill Company	9/20/2023	4,192.50
Coal City Public Library District	9/20/2023	57.09
Fossil Ridge Public Library District	9/20/2023	18.00
Kankakee Public Library	9/20/2023	85.00
LaSalle Public Library	9/20/2023	33.98
LOSTANT COMMUNITY LIBRARY	9/20/2023	20.00
Manhattan-Elwood Public Library District	9/20/2023	118.00
Manteno Public Library District	9/20/2023	17.96
Mokena Community Public Library District	9/20/2023	35.30
New Lenox Public Library	9/20/2023	126.00
Peotone Public Library District	9/20/2023	17.00
Plano Community Library District	9/20/2023	30.00
RAILS	9/20/2023	193.84
Reddick Public Library District	9/20/2023	27.00
Seneca Public Library District	9/20/2023	64.20
Somonauk Public Library District	9/20/2023	20.00
Three Rivers Public Library	9/20/2023	20.00
Wilmington Public Library District	9/20/2023	50.00
Report Total		104,840.98

	July 2023	July 2022	Aug 2023	Aug 2022	Sept 2023	Sept 2022	Oct 2023	Oct 2022	Nov 2023	Nov 2022	Dec 2023	Dec 2022	Jan 2024	Jan 2023	Feb 2024	Feb 2023	Mar 2024	Mar 2023	Apr 2024	Apr 2023	May 2024	May 2023	June 2024	June 2023	FY23 Totals	
General																										
Bibliographic records	1,218,077	1,211,017	1,217,302	1,209,331	-	1,206,499	-	1,226,849	-	1,225,612	-	1,224,624	-	1,223,124	-	1,221,543	-	1,221,663	-	1,222,047	-	1,220,995	-	1,219,011	1,219,011	
Item records	5,130,722	5,142,475	5,129,098	5,141,450	-	5,118,515	-	5,170,302	-	5,164,903	-	5,160,306	-	5,155,078	-	5,142,598	-	5,142,184	-	5,148,380	-	5,140,536	-	5,129,702	5,129,702	
Patron records	335,278	349,095	341,166	354,815	-	358,694	-	371,248	-	372,189	-	372,299	-	374,606	-	377,525	-	380,479	-	366,283	-	349,172	-	329,824	329,824	
Total circulation	444,070	442,427	416,179	431,013	-	392,512	-	386,612	-	379,399	-	329,603	-	404,704	-	378,131	-	432,486	-	373,796	-	368,789	-	472,168	4,791,640	
ILL transactions on LLSAP	52,525	52,033	56,782	57,066	-	54,709	-	52,583	-	52,224	-	45,731	-	62,328	-	55,892	-	63,062	-	51,601	-	49,798	-	55,074	652,101	
Reciprocal borrowing	49,484	49,276	47,347	48,160	-	43,301	-	43,631	-	42,487	-	36,391	-	45,815	-	44,489	-	50,995	-	43,442	-	43,343	-	55,008	546,338	
Training, Outreach and Engagement																										
Training events	6	7	10	2	-	7	-	4	-	7	-	8	-	6	-	6	-	3	-	3	-	8	-	3	64	
Training participants	80	23	74	12	-	17	-	202	-	16	-	64	-	17	-	14	-	14	-	6	-	18	-	22	425	
Training contact hours	132	33	92	18	-	25	-	301	-	21	-	73	-	25	-	20	-	22	-	6	-	26	-	14	580	
TalentLMS Course Completions	228	292	265	420	-	302	-	302	-	184	-	126	-	228	-	192	-	207	-	192	-	236	-	196	2,877	
Site visits	2	1	1	4	-	-	-	5	-	2	-	2	-	1	-	2	-	1	-	4	-	5	-	1	28	
Member Meetings/Events	5	10	13	9	-	10	-	10	-	6	-	9	-	7	-	9	-	7	-	9	-	9	-	8	103	
Meeting/Event participants	150	183	172	129	-	406	-	201	-	80	-	154	-	165	-	140	-	46	-	219	-	123	-	86	1,932	
Meeting/Event contact hours	393	257	230	184	-	85	-	322	-	251	-	197	-	276	-	214	-	55	-	459	-	174	-	106	2,577	
Troubleshooting																										
HelpDesk Calls Opened	186	242	307	388	-	236	-	291	-	384	-	285	-	247	-	320	-	327	-	263	-	312	-	302	3,597	
HelpDesk Calls Closed	227	225	298	385	-	193	-	281	-	364	-	251	-	248	-	512	-	339	-	256	-	274	-	292	3,620	
Database Enrichment																										
Bibload records loaded - PC staff	1,701	1,980	1,537	1,620	-	1,751	-	1,520	-	1,801	-	1,562	-	1,857	-	1,532	-	1,774	-	1,372	-	1,728	-	1,879	20,376	
Bibload records loaded - MARC catalogers	2,093	1,968	2,955	2,173	-	2,481	-	2,273	-	2,266	-	1,688	-	1,750	-	1,909	-	2,722	-	2,250	-	2,347	-	2,153	25,980	
Cleanup/overlays/merges - PC staff	1,189	704	748	2,712	-	1,417	-	3,051	-	1,226	-	1,226	-	1,656	-	1,499	-	1,717	-	931	-	960	-	711	19,121	
Cleanup/overlays/merges - MARC catalogers	864	825	852	1,142	-	1,320	-	913	-	1,178	-	896	-	906	-	767	-	1,026	-	1,068	-	936	-	975	11,952	
Enhancements/corrections - PC staff	8	22	12	43	-	48	-	49	-	9	-	26	-	50	-	8	-	8	-	14	-	11	-	7	295	
Enhancements/corrections - MARC catalogers	105	116	182	188	-	159	-	75	-	113	-	67	-	114	-	97	-	169	-	79	-	108	-	107	1,392	
Original catalogings - PC staff	11	26	11	29	-	34	-	53	-	24	-	34	-	40	-	2	-	21	-	4	-	13	-	24	304	
Original catalogings - MARC catalogers	45	36	29	-	-	-	-	31	-	36	-	19	-	-	-	-	-	-	-	-	-	-	-	-	122	
Special projects (Call number conversion, ICode1 conversion, Reclamation, etc)	57,887	68,998	11,635	29,015	-	64,216	-	126,732	-	48,009	-	46,693	-	89,781	-	93,886	-	53,236	-	42,387	-	36,958	-	39,952	739,863	
To see the full statistical spreadsheet, visit: https://support.prairiacat.info/gov																										

Annual Report | July 2022-June 2023

PrairieCat assists members in the successful sharing of resources and services, expanding the quality and quantity of information accessible to our library users.

At its core, PrairieCat exists to provide an integrated library system (ILS) to members—having a central ILS provides efficiencies to 138 member libraries.

Database Support

- 12 PrairieCat staff
- 25 monthly statistical reports
- 12 reports with further processing by PC staff
- 494 original cataloging records
- 47,942 record loads
- 33,225 record enhancement and cleanup
- 743,499 special project record cleanup
- 20 MARC Catalogers from member libraries
- 1 Sierra upgrades — v 5.5
- 1 Encore upgrade

Total Help Desk Tickets Processed: 3,620

Member Libraries

138 Member Libraries

- 83 Fully Participating Members
- 19 Basic Online Members
- 36 Union Listing Members

Multi-type Consortium

- 103 public libraries
- 31 school libraries
- 2 academic libraries
- 2 corporate, medical, or other special libraries

Resource Sharing Network

Access to more than 1.2 million unique titles and 5.1 millions items.

- 4,791,640 items circulated
- 652,101 interlibrary loan holds filled
- 546,338 reciprocal borrowing transactions between PrairieCat libraries



Engagement

Members are actively engaged at all levels, which creates connections and advances the organization.

PUG Days 2022 Virtual: 434 attendees from 67 member libraries (49% participation) | 9 live sessions

Virtual Member Updates: 2 meetings with 128 total attendees

In-Person Member Updates: 4 meetings across membership region with 44 total attendees

10 Governance and Standing Committees: 48 meetings

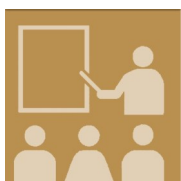
Site Visits with Member Libraries: 9 Virtual Site Visits | 20 In-Person Site Visits

Resource Sharing Summit: 31 participants

8 other events including New Director Welcome, Union List Members, and Back to School Session

FY23 Annual Report

Connecting Libraries to Strengthen Communities



Training | Learning opportunities equip members to provide excellent service to end users.

PrairieCat Led Sessions

64 Live Training Sessions

425 Attendees

Talent LMS Courses

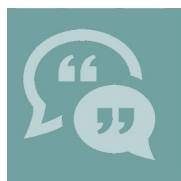
51 self-paced courses

2,877 courses completed | 419 users

TalentLMS: Self-paced courses available 24/7 through PrairieCat's online training platform. The majority of PrairieCat trainings are offered online such as searching, holds, circulation, and cataloging. More advanced classes and workshops are offered as live, on-demand classes.

Item Entry Certification: 43 library staff completed Item Entry Certification through TalentLMS. PrairieCat requires that any staff that adds new items to the PrairieCat database are item entry certified to help maintain the accuracy of the database.

Create Lists Training: Create Lists is available to Fully Participating members and the training must be completed to use this function. 25 library staff completed the training.



User Experience | Members are supported in their efforts to provide exceptional service to end users.

Innovative Interfaces: In July 2022, Innovative released Vega Discover for consortia. PrairieCat worked throughout the year with the Innovative team on implementation and configuration of the system for the 138 individual library agencies. Vega Discover has several features that will improve the end user experience such as roll-ups, e-material integration, improved searching, and site customization.

Fine Free Libraries: 10 PrairieCat libraries went fine free during FY23 bringing the total to 48. PrairieCat staff provided system support and resources to make these changes possible.

Mobile App: 55 PrairieCat libraries have opted in to the mobile app to provide a mobile option for their users.

PrairieCat Website: The redesigned and upgraded website launched in June 2023. The new site provides improved organization, member resources, and discoverable documentation.



Governance | Leadership is transparent, responsive, innovative, and accountable.

Delegates Assembly: 88% voting member attendance rate

FY24 Administrative Council and Standing Committees Election: 49% member participation

PrairieCat welcomed 16 new directors at member libraries.

Membership Changes: North Chicago Public Library went live as a Fully Participating member in October 2022. The Rock Island Public Library Watts-Midtown branch opened in February 2023. Lostant Community Library joined as a new Basic Online member and went live in March 2023. Mount Carroll District Library upgraded to Basic Online in June 2023.

Sustainability: RAILS grant funds accounted for approximately 30% of PrairieCat budgeted revenues in FY23 in addition to in-kind services. PrairieCat completed the transition to support its own IT infrastructure.



Date: 9/26/2023

To: PrairieCat Administrative Council

From: Carolyn Coulter, Director

Re: LIMRiCC renewal, 2024

Executive Summary:

- The Hartford extended a 3-year rate pass on the life/AD&D plans. The premiums will stay the same through 2026.
- VSP extended a 2-year rate pass on the vision plan. The premiums will stay the same through 2025.
- Aetna is requesting an increase of 10.04% over current cost.
- Aetna dental renewal is a blended 7.19% increase.
- Detail of 2024 plans follow below.

Further Detail:

Highlights for Aetna Medical:

- HMO plan is implementing a small deductible of \$100/\$200.
- HMO and PPO plans have increased their copays: Physicians Services-\$30 (was \$20) and Specialty Services-\$40 (was \$30)
- HMO and PPO plans increased the Rx copays:
 - Generic-\$20
 - Preferred Brand-\$50
 - Non-Preferred Brand-\$75
 - Specialty copays for both plans stayed the same.
- HDHP plan increases the deductibles to \$3,200/\$6,400 as per the IRS regulations for 2024.

Highlights for Aetna Dental:

- No changes to plans, deductibles or out of pocket maximums.

Highlights for VSP Vision:

- No changes to plans, deductibles or out of pocket maximums.

Recommendation:

Staff recommends renewing LIMRiCC membership for 2024.

220 W. 23rd Avenue
Coal Valley, IL 61240
(877) 542-7257
<http://support.prairiecat.info>



To: PrairieCat Administrative Council

From: Carolyn Coulter, PrairieCat director

Date: 10/6/2023

Re: Adopting resolutions for changes to the LIMRICC IGA

The LIMRICC board has asked members of the insurance cooperative to adopt two new resolutions concerning the Intergovernmental Agreement that we have with the organization. They also ask that we then cast two votes to formally adopt the new language of the revised IGA. Both Resolutions should be signed by an authorized signer and include your title and a witness to your signature (Attest). Once these resolutions are approved, a new IGA will be sent to the board president for signature.

In addition to 31 purely administrative changes to the IGA, the LIMRICC board suggests a resolution making several substantive changes. Below is a summary of those changes, provided by the LIMRICC board director.

The following documents are included below for your review:

1. IGA Document with Highlights –the IGA highlighted with all the proposed changes
2. Resolution 2023 Admin Changes – the 1st Resolution
3. Resolution 2023 Substantive Changes – 2nd Resolution
4. IGA Change Ballots – 2 ballots are attached for Resolutions 1 and 2

Summary of the substantial resolution changes, per Jennie Mills, LIMRICC board director:

The **Substantial Resolution Changes** are:

Section 2: Removing the distinction between PHIP and SHIP insurance. It will now be referred to as HIP "Health Insurance Plan"

Section 3: For UCGA (Unemployment Compensation Insurance), a late fee will be assessed for \$50.00 any paperwork or payment submitted after the due date. The Board has the authority to increase the late fee by up to 10% in a calendar year.

Section 4: Adds the words "and dental insurance for insured participants" - basically, dental insurance wasn't part of the package included in the wording before.

Section 5: The Administration fee for the Calendar year will be announced each year at the Annual Fall membership meeting.

Section 6: Cleans up language

Section 7: Employers are required to maintain HR paperwork for employees demonstrating that employees are eligible for the purchase of insurance benefits (meeting hourly requirements, etc.) Employers must also notify LIMRiCC of new and terminated employees in a timely fashion.

Section 8: Members must have at least 1 representative from their library at each full membership meeting; failure to have a member at the meeting without good cause may result in a \$150 fee.

Section 9: In years where LIMRiCC's benefit provider (health insurance plan) allows new members to join, an application for membership will be required. If the health insurance provider clears the library for membership, the new member will be required to sign the IGA AND pay a non-refundable 2-month premium into LIMRiCC's reserves. The premium will be based on the new member's enrollment and will apply to PHIP and SHIP.

Section 10: Adds language related to how late fees are determined.

Section 11: Adds language related to how refunds from LIMRiCC are handled if an adjustment to an invoice is necessary.

Section 12: Clarifies language about termination of membership or voluntary withdrawal, including the notice period to be provided to LIMRiCC and the length of run-out period of payments to be made to LIMRiCC.

Section 13: Removes language about Metropolitan Library System/Suburban Library System (which is a wee bit of history about LIMRiCC)

Section 14: The proposed date of the amendments is November 15, 2023

Section 15: That members were given notice about the amendments

Section 16: The amendments will be adopted upon 2/3rds of an affirmative vote of the members

Section 17: The President of the Library Board is empowered to sign, and the Secretary of the Board can attest once the Library Board votes to approve the Resolution

The LIMRiCC Board approved these Resolutions to go out on July 26, 2023.



**INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR RISK MANAGEMENT AND
AUTHORIZING MEMBERSHIP IN THE
LIBRARY INSURANCE MANAGEMENT
AND RISK CONTROL COMBINATION
(LIMRiCC)**

AMENDED NOVEMBER 15, 2023

www.limrice.org

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**INTERGOVERNMENTAL AGREEMENT PROVIDING FOR RISK
MANAGEMENT AND AUTHORIZING MEMBERSHIP IN THE LIBRARY
INSURANCE MANAGEMENT AND RISK CONTROL (LIMRiCC)**

In consideration of the agreements hereinafter provided, the Board of Trustees of the _____, hereinafter referred to as “Library” or “Member” and the Library Insurance Management and Risk Control Combination, hereinafter referred to as “LIMRiCC” (an intergovernmental entity voluntarily established by contracting Library Systems, Boards of Library Trustees, Library Districts and Intergovernmental Entities that provide services to Public Libraries, Library Districts and Library Systems), agree as follows:

The _____ Public Library agrees to participate in the following Programs (the Programs) with LIMRiCC:

- The Unemployment Compensation Program (UCGA)

- The Employee Benefit Insurance Program.

ARTICLE I. THE UNEMPLOYMENT COMPENSATION CLAIM PROGRAM.

A. Findings and Authority.

1. Unemployment claims against Library Districts, Boards of Library Trustees, Library Systems, and Intergovernmental Entities that provide services to Public Libraries, Library Districts and Library Systems can be handled more economically and efficiently if claims are processed on a volume basis.

2. The centralization of administration of these claims is consistent with the goals of the Intergovernmental Cooperation Clause of the Constitution of the State of Illinois (Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and is further authorized by 820 ILCS 405/1405.

3. The members and LIMRiCC, therefore, agree to the Provisions hereinafter set forth for the centralized management of unemployment compensation claims.

B. Definitions – (Article I).

Unless otherwise indicated, terms used herein are defined as provided in “An Act in Relation to Unemployment insurance” approved June 30, 1937, as amended

“Claims” – The Unemployment Compensation Claims made against the Members.

“Final Rate” is defined as fifteen percent of the Rate. In other words, “Final Rate” = $\text{Rate}/(1-.15)$.

“Investment Dividend” is defined as Investment Income, if greater than zero.

“Investment Income” is defined as the Total Dividend minus the Underwriting Dividend.

Where the term “LIMRiCC” is used, it shall include LIMRiCC and any private or public corporation it shall retain to assist in the administration and payment of claims unless the context indicates otherwise.

When the term “Member” is used, it shall refer to any entity participating in the Unemployment Compensation Program.

“Member employee” shall include each employee of the Member covered by the Unemployment Compensation Act.

“Member Experience” is defined as the sum of three years of claims divided by the sum of three years of taxable payroll for each Member. In other words, “Member Experience” = $\text{Sum (“3 years of claims”)} / \text{Sum (“3 years of taxable payroll”)}$.

“Member Investment Dividend” is defined as the Investment Dividend multiplied by the Premium divided by the total premium. In other words, “Member Dividend” = $\text{Investment Dividend} * \text{Premium}/\text{Total Premium}$.

“Member Profit” is defined as premium minus claims, where premiums exceed claims.

“Pooled Account” – All assets of LIMRiCC devoted to the Unemployment Compensation Program.

“Pool Experience” is defined as the total of three years of claims divided by the total of three years of taxable payroll for the pool. In other words, “Pool Experience” = Total 3 years of claims / Total 3 years of taxable payroll.

“Pool Profit” is defined as the sum of “Member Profit.”

“Profitable Members” – means those Members whose premiums exceed claims made.

“Program” – The Unemployment Compensation Program pursuant to this Agreement.

“Rate” is defined as fifty percent of the Member Experience plus fifty percent of the Pool Experience. In other words, “Rate” = $\frac{1}{2}$ x Member Experience + $\frac{1}{2}$ x Pool Experience.

“Reserve Account” – An account to be maintained at \$1,000,000 subject to temporary reductions for payment of mandated claims, and not available for refunding except on the termination of the Unemployment Compensation Program.

“Underwriting Dividend” is defined as the Underwriting Income, if greater than zero.

“Underwriting Income” is defined as the total premiums subtracting the total claims.

C. Agreements of Members.

1. To designate LIMRiCC to process the claims of the Member.
2. That LIMRiCC may contract with private or public corporations for assistance in the processing of claims and the member will share in the cost of administering and paying the claims as provided in this contract.
3. That each year this Agreement is in effect, each Member shall pay to LIMRiCC:
 - (a) The Rate multiplied by the wage base set by the State of Illinois; and
 - (b) The Final Rate, as defined herein.

The Member shall make these payments in equal quarterly installments due on the 15th day of April, July, October and January of each year. A late fee of \$50.00 will be issued for any paperwork or payment submitted after the due date. The Board of LIMRiCC shall have the authority to increase the late fee by up to ten percent (10%) in a calendar year.

4. At such time as merit rating is established for the Member, as hereinafter provided, the above payments shall be adjusted accordingly.
5. To elect to be a reimbursing employer during the term of this Agreement.
6. That appropriate personnel of the Member will attend meetings conducted by LIMRiCC regarding procedures to reduce claims and that the Member will utilize these procedures.
7. To cooperate in all respects with LIMRiCC so that it can exercise the rights, duties and obligations of the Member as an employer concerning claims.
8. To provide LIMRiCC or its designee with information regarding the facts and circumstances of the termination of any of the Member employees within one working day from termination.
9. To furnish LIMRiCC with copies of all reports of Member employees required by the State pursuant to the Unemployment Compensation Act.
10. To permit inspection and audit of Member payroll records by LIMRiCC at such times as the inspection or audit does not interfere with the conduct of business. The Member will provide LIMRiCC with a copy of the quarterly report of Member employees.
11. To comply with such other reasonable rules and regulations as may be established by LIMRiCC for the administration of the Agreement.
12. To permit LIMRiCC to elect not to protest or object to claims or file appeals for allowed claims, provided that the Member shall have the option to defend the claims itself if LIMRiCC elects not to defend. The Member must notify LIMRiCC within two (2) working days of the receipt of the claims, but not later than the due date of any protests, objections or appeals to such claims, if the Member wishes to exercise its option to defend the claims. If the Member has timely notified LIMRiCC of the Member's exercise of this option, LIMRiCC will advise the Member within two (2) working days of the receipt of the claim by LIMRiCC, but not later than the due date of protests, objections, or appeals to such claims, if LIMRiCC elects not to defend.
13. To furnish LIMRiCC, or its designee, notice of claims within two working days of the receipt of the claims by the Member, but not later than the due date of any protests, objections or appeals to such claims. In addition, the Member will furnish LIMRiCC such

information regarding the claims as LIMRiCC may require.

14. To furnish a power of attorney or similar authority to the agent processing claims on behalf of LIMRiCC.

D. Powers and Duties of LIMRiCC.

The powers and duties of LIMRiCC are as follows:

1. To act as the designated agent of the Member in the processing and defending of claims subject to the right of LIMRiCC to delegate these responsibilities as provided herein, and to deposit all payments received pursuant to this Agreement in a separate and distinct bank account to be held, administered and paid over as herein provided. Where funds are available for investment they will be deposited in interest bearing accounts or otherwise lawfully invested.
2. To pay allowed claims against Member employers.
3. To file in the name of and in behalf of Member, protests, objections or appeals to claims that, in the judgment of LIMRiCC, are filed by claimants who are not eligible or who are disqualified pursuant to the Unemployment Compensation Act. LIMRiCC, in its determination, shall exercise that judgment usually exercised by responsible private employers under similar circumstances.
4. To cause an evaluation to be conducted for appropriate Member personnel.
5. To cause training programs concerning the Unemployment Compensation Act to be conducted for appropriate Member personnel.
6. To assist in filing for a refund with the IDES.
7. To maintain a separate record of the contributions made and the claims paid attributable to each Member, that shall be deducted from the credit balance.
8. To pay the reasonable charges attributable to the services rendered pursuant to this Program from first, the interest earned, and if this is insufficient, from the principal of the fund. These charges shall include, but not be limited to, contract payments for the services for audit expenses, attorneys' fees, equipment, supplies, reimbursement to LIMRiCC for its services and use of its facilities as provided in the BY-Laws of LIMRiCC.

The LIMRiCC Board of Directors shall manage or contract for services for this Program, provided the annual compensation for these services shall not exceed the Final Rate without the consent of fifty percent (50%) of the Members.

9. To set the Rate for each Member as based on the experience of the Pool (“Pool Experience”) and the experience of the individual Member (“Member Experience”). The Rate is calculated by adding $\frac{1}{2}$ multiplied by the Member Experience to $\frac{1}{2}$ multiplied by the Pool Experience. For new members, defined as those with less than three years experience in the Program, the Rate is calculated using the Pool Experience only.
10. To set forth as in the same manner as in Paragraph 9, if the evaluation establishes that the Member has a deficit balance, a merit rating may be established in excess of 2% but no more than 5%.
11. To authorize LIMRiCC at its option purchase insurance from the Pooled Account to cover claims.
12. To pay for Members who have participated in the Unemployment Compensation Program for ten (10) or more years [including the Program of Metropolitan Library system (formerly Suburban Library System)], LIMRiCC shall make refunds of funds on hand in the Pooled Account in excess of \$1,000,000 as follows:
 - a. Underwriting Dividends and Member Investment Dividends shall be calculated based on audited, fiscal year-end figures.
 - b. Annually by the end of the second quarter of the fiscal year, Underwriting Dividends shall be paid to those Profitable Members based on the amount of underwriting profit generated by Profitable Members as long as the Pooled Account has funds in excess of \$1,000,000. Underwriting Dividends shall be calculated based on the Underwriting Income for Profitable Members. Each Profitable Member’s underwriting is calculated by multiplying the Underwriting Dividend by the Member Profit divided by the Pool Profit. This dividend will count towards the Member’s account balance.
 - c. Annually by the end of the second quarter of the fiscal year, Member Investment Dividends shall be paid to all Members as long as the Pooled Account has funds in excess of \$1,000,000. Each Member’s Investment Dividend shall be calculated by multiplying the Investment Dividend by the premium divided by total premium. This dividend will not count towards the Member’s account balance.

E. Period of Coverage, Withdrawal and Termination.

1. The initial coverage provided by LIMRiCC shall include all claims by members for persons whose employment is terminated by such Member during the period from July 1, 1993, through December 31, 1993. Coverage shall be continued from year to year thereafter, on a calendar year basis, unless terminated as provided herein. In the event of termination by a Member, assets remaining in the Member’s account and reserve account shall not be refunded.

Members terminating with a deficit balance shall reimburse LIMRiCC for the deficit. Either party may terminate its participation in the Pooled Account pursuant to this Agreement by giving written notice at least ninety (90) days prior to December 31 of any year this Agreement is in effect and the withdrawal will then be effective as of December 31 of the year of withdrawal.

2. LIMRiCC shall continue to cover all claims of the Member's employees whose employment was terminated by the Member during the period this Agreement is in effect, provided the member is not in default; and provided further the Member shall pay any deficit in its account in the Pooled Account. A default in payment by the Member shall be deemed termination by the Member and LIMRiCC shall not cover claims made after the default.

ARTICLE II. THE SELF-INSURANCE PROGRAM.

A. Purpose.

It is the purpose of this Self-Insurance Program to create an intergovernmental program (the "Program") with LIMRiCC, Library Districts, Boards of Library Trustees, Library Systems and Intergovernmental Entities that provide services to Public Libraries, Library Districts and Library Systems (the "Members") under the terms and conditions hereinafter set forth, with LIMRiCC as the administrative entity to operate the Program. It is the purpose of the Member to contract with LIMRiCC and to assume joint liability under a joint self-insurance program as a Member.

B. Authority.

The agreements between LIMRiCC, and the Members are authorized by the intergovernmental cooperation clause as set forth in Article VII, Section 10 of the Constitution Act; 5 ILCS 220/1; and by the provisions of the Local Governmental and Governmental Employees Tort Immunity Act. (745 ILCS 10/1-101 et seq.)

C. Definitions (Article II).

1. "Member" shall mean any Library District, Board of Library Trustees, Library System or Intergovernmental Entity that provides services to Public Libraries, Library Districts and Library Systems which has executed an agreement which is accepted by LIMRiCC on substantially the same terms as this Agreement.
2. "Insured" shall mean a Member and all persons who were, now are, or shall be elected or appointed officials of such Member. The term "Insured" shall include the personnel of any commissions, boards or other units operating by and under the jurisdiction of such Member. The term "Insured" shall not include independent contractors.

3. The term “insured” shall also include the estates, heirs, legal representatives or assigns of deceased persons who are already defined as an Insured.
4. “Wrongful Act” shall mean any actual or alleged error or misstatement, or misleading statement, or act or omission or neglect or breach of duty, including misfeasance, malfeasance, and nonfeasance, by an Insured, as a public official, employee or volunteer of the Member.
5. “Loss” shall mean any amount which an Insured is legally obligated to pay or which the Member shall be required by law to pay as indemnity for any claim or claims made against an Insured for Wrongful Act and shall include but not be limited to damages, judgments, settlements, costs of investigation and defense of legal actions (excluding from such costs the salaries of officials or employees of the Member of any governmental body), claims or proceedings and appeals therefrom, costs of attachment or similar bonds; provided always, however, such amount of Loss shall not include fines or penalties imposed by law or the cost of investigation or defense in connection therewith or matters which may be deemed uninsurable under the law pursuant to which this Agreement shall be construed.

Subject to Article II, E, punitive damages, to the extent permitted by law, shall be insured as a Loss.

6. The “Term of the Agreement” shall mean the term of coverage provided in the Prior Self-Insurance Agreement. If there is no Prior Self-Insurance Agreement, then the Term of Agreement shall be the period of one (1) year following effective date of this Agreement. The Term of the Agreement shall be extended for additional 12 month periods unless terminated by 60 days notice prior to the expiration date by either party provided payment has been made by the member prior to the commencement of the extended term.

D. Insuring Agreement.

1. LIMRiCC will pay (solely from the proceeds of payments from the members) on behalf of the Member all Loss which the Insured shall be legally obligated to pay for any civil claim or claims first made against the Insured because of a Wrongful Act, provided that the claim is first made during the Term of the Agreement and written notice of said claim is received by LIMRiCC during the Term of the Agreement or within thirty (30) days thereafter.
2. LIMRiCC (solely from the proceeds of payments from the Members) will pay the Insured’s defense costs arising out of claims, demands or actions seeking relief or redress from Wrongful Acts in

any form other than money damages. The maximum amount of recovery under this extension is One Hundred Thousand Dollars (\$100,000.00) for any such claim, less the One Thousand Dollar deductible, provided that the claim is first made during the Term of the Agreement and written notice of said claim is received by LIMRiCC during the Term of the Agreement or within thirty (30) days thereafter.

3. Extensions. This Agreement shall cover Loss arising from any civil claim or claims made against the estates, heirs, legal representatives or assigns of deceased persons who were Insured at the time of the Wrongful Act upon which such civil claim or claims are based.

E. Exclusions.

Subject to Article II-H.5.

LIMRiCC shall not make payment for Loss in connection with any claims made against the Insured allegedly based upon or arising out of one or more of the following:

1. Gaining any personal profit or advantage to which the Insured was not legally entitled;
2. The return by an Insured of any remuneration in fact paid to the Insured if payment of such remuneration shall be held by the court to be in violation of law;
3. Brought about or contributed to by the dishonest acts of the Insured, which were committed by the Insured with actual dishonest purpose and intent and were material to the cause of action.
4. (a) any damages, whether direct, indirect or consequential, arising from, or caused by bodily injury, sickness, disease or death;
(b) loss or criminal abstraction of, damage to or destruction of any tangible property or the loss of use of such property by reason of the foregoing;
5. (a) false arrest, assault, battery, detention or imprisonment, or malicious prosecution;
(b) defamation, including, but not limited to, libel or slander;
(c) a publication or utterance in the course of or related to advertising, broadcasting or telecasting activities by or on behalf of the Member;
(d) wrongful entry or eviction or other invasion of the right of private occupancy.

6. “Willful and wanton conduct,” meaning a course of action which shows an actual or deliberate intention to cause harm or that, if not intentional, shows an utter indifference to or conscious disregard for the rights of others;
7. The discharge, dispersal, release or escape or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, asbestos or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, or any object, whether sudden or not;
8.
 - (a) asbestos or any asbestos-related injury or damage; or
 - (b) any alleged act, error, omission or duty involving asbestos, its use, exposure, presence, existence, detection, removal, elimination or avoidance; or
 - (c) the use, exposure, presence, existence, detection, removal, elimination or avoidance of asbestos in any environment, building or structure.
9. Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving actual, alleged or threatened nuclear reaction, radiation, contamination, materials or waste, regardless of the cause;
10. Prior to pending litigation as of the effective date of this Agreement and excluding as well, all future claims or suits based upon, arising out of or attributable to said prior or pending litigation;
11. A violation of the Americans with Disabilities Act of 1990 as amended from time to time.

The Wrongful Act of any Insured shall not be imputed to any other insured for the purpose of determining the applicability of the foregoing exclusions.

F. Powers and Duties of LIMRiCC.

LIMRiCC shall have the following powers and duties in the administration of the Program:

- (1) To employ agents, employees and independent contractors including legal counsel;
- (2) To purchase or lease equipment, machinery, or personal property necessary for the carrying out of the purpose of the Program;

- (3) To carry out educational and other programs relating to risk reductions;
- (4) To collect the funds and administer the Program;
- (5) To provide risk management services;
- (6) To carry out such other activities as are necessarily implied or required to carry out the purposes of the Program; and

G. Conditions.

1. Warranty Clause.

It is represented and warranted that the particulars and statements contained in application of the Member included in the prior Self-Insurance Agreement, a copy of which is attached hereto, is reaffirmed as of the inception date of this Agreement and is the basis of this Agreement and is considered as incorporated in and constituting part of this Agreement.

A new application shall be made in the form attached hereto and is subject to review and approval by LIMRiCC.

2. Discovery Period.

If LIMRiCC shall cancel or refuse to renew this Agreement, the Member shall have the right to an automatic extended discovery period upon payment of the additional premium set forth in paragraph F in respect of any claim or claims which may be made against the Insured during the period of twelve (12) months after the date of such cancellation or non-renewal, but only in respect of any Wrongful Act committed during the Term of the Agreement and before the date of such cancellation or non-renewal, provided, however, that written application to LIMRiCC for such extension and payment of the premium therefore must be made within thirty (30) days following such cancellation or non-renewal.

3. Limits of Payment for Losses.

Payment for Losses under Article II, D.1 shall be limited to One Million Dollars (\$1,000,000.00) per occurrence. Pursuant to Article II, F, the One Thousand Dollars (\$1,000.00) to be paid by the Member shall be deducted by LIMRiCC for each loss occurring from separate claim.

4. Loss Provision.

If during the Term of the Agreement or extended discovery period:

- (a) the Member or the Insured shall receive written or oral notice from any person that it is the intention of such person to hold

the Insured responsible for the results of any specified Wrongful Act done or alleged to have been done by the Insured while acting in the capacity aforementioned; or

- (b) the Member or the Insured shall become aware of any occurrence which may subsequently give rise to a claim being made against the Insured in respect of any such alleged Wrongful Act;

then Member or the Insured shall, as soon as practicable, give written notice to LIMRiCC of the receipt of such written or oral notice under Clause 4(a) or of such occurrence under Clause 4(b). Upon LIMRiCC's receipt of such notice, any claim which may subsequently be made against the Insured arising out of such alleged Wrongful Act shall, for the purposes of this Agreement, be treated as a claim made during the Term of the Agreement in which such notice was given, or if given during the extended discovery period as a claim made during such discovery period.

The Member or the Insured shall, as further condition precedent to the Insured's right to be indemnified under this Agreement, give LIMRiCC any information and all such cooperation as LIMRiCC may reasonably require and as shall be in the Insured's power.

5. Defense, Settlement and Selection of Counsel.

In the event of a claim, the Insured shall take reasonable measure to protect their interests and shall promptly advise LIMRiCC in the event of a claim. If defense of a suit shall be required, LIMRiCC shall consult with the Insured regarding the appointment of counsel. If there is no agreement on the selection, then LIMRiCC shall appoint counsel.

In the event a claim shall be made that is insured under this Agreement and the claim is combined with another claim arising out of the same occurrence that is excluded under Article II-E, then the insured may select independent counsel for the insured's defense for the excluded claim and LIMRiCC will reimburse the insured for the reasonable expenses of independent counsel.

Subject to the foregoing, no cost of expenses shall be incurred on behalf of LIMRiCC under any circumstances without its consent. In the event the Insured and LIMRiCC cannot agree on the allocation or apportionment of counsel's fees and expenses, then under such circumstances the Insured's right of indemnity for such expenses and fees shall not mature until the claim giving rise thereto has been finally and completely adjudicated and-or settled.

LIMRiCC shall not commit the Member to any settlement without the Member's consent. However, if the Insured shall refuse to consent to any settlement recommended by LIMRiCC and shall elect to contest the claim or continue any legal proceedings in connection with such claim, then subject to the provisions of connection with such claim, then subject to the provisions of Article II, H.3, LIMRiCC's liability for the claim shall not exceed the amount for which the claim could have been settled including costs, charges and expenses incurred with its consent up to date of such refusal.

6. Action Against LIMRiCC.

No action shall lie against LIMRiCC unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this Agreement, and until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and LIMRiCC.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Agreement to the extent of the insurance afforded by this Agreement. No person or organization shall have any right under this Agreement to join LIMRiCC as a party to any action against the Insured, to determine the Insured's liability, nor shall the Pool be impleaded by the Insured or the legal representative of the Insured.

The bankruptcy or insolvency of the Insured or the Insured's estate shall not relieve LIMRiCC of any of its obligations hereunder.

The liability of LIMRiCC shall be limited to the proceeds of payments and assessments of the Members made pursuant to this Article II – Self Insurance pursuant to prior self-insurance Agreement.

7. Subrogation.

In the event of any payment under the Agreement, LIMRiCC shall be subrogated to all the Insured's rights of recovery therefore against any person or organization, and the Insured shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after Loss to prejudice such rights.

8. Changes.

The terms of this Agreement shall not be waived or changed except by written endorsement issued to for a part of this Agreement.

9. Assignment.

There shall be no assignment of interest under this Agreement.

10. Authorization Clause and Notices.

By acceptance of this Agreement, all Insured agree that the Member shall act on behalf of all Insured, officers and employees of the Member with respect to the giving and receiving of notice of claim or cancellation or non-renewal, the payment of premiums and the receiving of any return premiums that may become due under this Agreement. Notice to that individual named in the Application at the address of the member shall also constitute notice to all Insured.

All notices of claims or any other notice required to be given to LIMRiCC under this Agreement shall be in writing and shall be addressed to:

LIMRiCC
668 River Road
Naperville, Illinois 60563

11. Acceptance.

By acceptance of this Agreement, the Member and the Insured agree that this Agreement embodies all agreements existing between themselves and LIMRiCC.

12. Other Insurance.

If the Member or any Insured has other valid and collectible insurance insuring against a Loss covered by this Agreement, the insurance provided by this Agreement shall be secondary to and shall apply in excess of such other insurance.

I. Cancellation.

This Agreement may be canceled by the Member for itself and its Insured by delivering to LIMRiCC written notice stating when thereafter the cancellation shall be affected.

Subject to Article II, H.2, LIMRiCC may cancel this Agreement and shall thereupon mail to the Member notice stating when not less than sixty (60) days thereafter such cancellation shall be effective. Prior to the effective date of such cancellation, the member shall be given an opportunity to be heard by LIMRiCC. After the hearing, LIMRiCC shall determine whether to affirm or rescind the cancellation. Notwithstanding the foregoing, this Agreement may also be canceled by LIMRiCC upon not less than ten (10) days notice when the cancellation is being effected by reason of the Member's non-payment of premium.

The mailing of notice as aforesaid shall be sufficient proof of notice.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Agreement period.

Cancellation shall be subject to the liability of the Member for assessments pursuant to paragraph F, where the assessment results from a claim made prior to the effective date of cancellation. Cancellation by LIMRiCC shall be subject to LIMRiCC's liability, if any, for claims made prior to the effective date of cancellation.

J. Non-Renewal.

If LIMRiCC refuses to renew the Agreement for any additional one-year period, it shall so notify the Member at least sixty (60) days prior to the termination date of the current Agreement. In the absence of such notice, the Member may renew the Agreement each year for an additional one-year period by paying the annual premium prior to the termination date of the current Agreement.

K. Participation In Unexpended Funds.

1. Cancellation.

In the event LIMRiCC cancels the Agreement with a Member, the Member shall receive a pro-rata refund of the amount it has paid for coverage for the period of time that it does not receive coverage. The Member shall also participate in the first five-year distribution after its cancellation of coverage under the Agreement, to the extent of ten percent (10%) of a five-year Member's distribution for each full year of coverage.

2. Membership for Five or More Years.

Members who have participated for five (5) years shall receive a distribution of unexpended funds within four (4) months after the end of the fifth (5th) year as follows:

<u>Member's Payment to the Fund</u>	X	Unexpended	X	40%
Total Payments to the fund (Less Refunds)		Balance		

After each additional five years of membership, Members who have participated for additional five years of Membership shall receive a distribution of unexpended funds within four (4) months after the end of each fifth year period as follows:

<u>Member's payment to the Fund</u>	X	Unexpended Balance in	X	40%
Total payments to the fund (Less Refunds)		excess of \$2,000,000		

The Member shall be credited for the time of its participation in the Prior Self-Insurance Agreement.

3. On Termination of the Program.

On termination of the Program, all Members participating at that time shall receive a distribution of unexpended funds based on the following formula:

<u>Payments to the Fund (Less Refunds)</u>	X	Unexpended
Payments to all participating Members (at that time) (less refunds)		Funds

Provided, however, distribution will be deferred until all contingent liabilities have been resolved by LIMRiCC.

LIMRiCC reserves the right to establish reserves necessary in its judgment for specific outstanding claims. These reserves shall be deducted from unexpended funds prior to any distribution thereof pursuant to this Paragraph K.

L. Disputes.

Any dispute not resolved by the efforts of the parties shall be adjudicated by filing of a declaratory judgment action in the Circuit Court of Cook County, Illinois. All parties hereto agree that, should such a need arise, every effort will be made to proceed as expeditiously as possible and, further, all parties hereto will submit to jurisdiction and venue in said forum.

ARTICLE III EMPLOYEE BENEFIT INSURANCE PROGRAM.

A. Purpose.

It is the purpose of this agreement to create a program of LIMRiCC, namely, the Employee Benefit Insurance Program ("Program"). The Program shall consist of two (2) components: (1) the Purchase of Health Insurance Plan ("PHIP") and (2) the Self-Insured Health Insurance Plan ("SHIP").

The creation of the various funds and accounts established as part of this Program are not intended by the Members or LIMRiCC to constitute the transaction of an insurance business within the State of Illinois. The intent of the parties is to separately establish a benefits program and to utilize LIMRiCC to achieve reduced costs of administration and insurance purchases by providing similar services to all Members and to require the Members to pay for and share the costs of such benefits.

1. Purchase of Health Insurance Plan ("PHIP").

Through PHIP, LIMRiCC shall provide for the purchase, on behalf of its Members, of certain insurance coverage for employees, spouses and dependents ("Insured Participants") of Members, under the terms and conditions set forth herein and in the By-Laws of LIMRiCC as in effect from time to time. Through PHIP, LIMRiCC will arrange for the purchase on behalf of Members of various insurance products, including, but not limited to, the following:

- Life Insurance Benefits;
- Accidental Death and Dismemberment Benefits;
- Employee Assistance Program;
- Dental Insurance; and
- Vision Insurance.

By arranging for the purchase of these insurance products on behalf of all Members, LIMRiCC can achieve savings in premiums.

2. Self-Insured Health Insurance Plan ("SHIP").

Through SHIP, LIMRiCC shall provide a self-insured health insurance plan that provides health insurance coverage, including prescription drug coverage, and dental insurance for Insured Participants of Members, under the terms and conditions set forth herein and in the By- Laws of LIMRiCC as in effect from time to time.

By operating a self-insured health insurance plan on behalf of all Members, LIMRiCC can achieve savings in premiums.

B. Authority.

This agreement is authorized by the intergovernmental cooperation clause as set forth in Article VII, Section 10 of the Constitution of the State of Illinois; by 5 ILCS 220/6 et seq.; and by the provisions of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.)

C. Member Contributions.

Members shall be responsible for paying three (3) separate fees to LIMRiCC: (a) the Administration Fee, (2) the PHIP Benefit Fee, and (3) the SHIP Benefit Fee ("Member Contributions"). LIMRiCC will invoice each Member for the amount of Member Contributions due on a monthly basis based on the coverage elected by the Member's Insured Participants. Each Member shall remit its payment of its Member Contributions to LIMRiCC by the due date shown on LIMRiCC's invoice.

D. Administration Fee.

As part of its Member Contribution, each Member shall pay LIMRiCC an administration fee ("Administration Fee"). The purpose of the Administration Fee is to **cover all administrative costs of LIMRiCC.** The Administration Fee shall not cover the SHIP third-party administrator fees, broker fees, or other fees specific to either PHIP or SHIP, including, but not limited to actuarial fees, legal fees, audit fees, etc. Members shall pay the Administration Fee regardless of whether they have Insured Participants enrolled in PHIP, SHIP, or both.

1. Participant Administration Fee.

The Participant Administration Fee **shall be announced at the Annual Fall Meeting for the new benefit year.**

2. Changes to the Base Administration Fee or Participant Administration Fee.

The Board of Directors has the authority to change any component of the Administrative Fee at any regular meeting of the Board of Directors, provided that all of the Members with Insured Participants of the Program have been provided with thirty (30) days notice of said meeting and of the proposed change to the Base Administration Fee and/or the Participant Administration Fee, which proposed change must be included on the meeting agenda.

E. PHIP Benefit Fee.

The PHIP benefit fee shall consist of the premium cost for each of the PHIP insurance products plus any additional amounts necessary, as determined by the Board of Directors, for expenses and costs associated specifically with each respective insurance product ("PHIP Benefit Fee"). A Member's total PHIP Benefit Fee shall be calculated, for each

available PHIP insurance product, by multiplying the number of Insured Participants enrolled in a particular insurance product by the PHIP Benefit Fee for that particular insurance product. The Members shall only pay the PHIP Benefit Fee associated with the insurance products for which its Insured Participants are enrolled.

F. SHIP Benefit Fee.

Members with Insured Participants enrolled in SHIP shall be responsible for paying, as part of its Member Contributions, the premium cost of SHIP Coverage plus any additional amounts necessary for expenses and costs associated with operating SHIP ("SHIP Benefit Fee").

The SHIP Benefit Fee shall be determined by the Board of Directors. To determine the SHIP premium cost, the Board of Directors shall consult with the SHIP third party administrator to obtain a suggested premium amount. To determine all other expenses and costs associated with SHIP, the Board of Directors will determine the appropriate other expenses and costs. The Board of Directors may adjust the suggested premium amount and any other fees or costs, in its discretion, to determine the final SHIP Benefit Fee.

The Board of Directors may adjust the suggested premium amount from the SHIP third party administrator based on prior, current, or anticipated changes to claims, cash flow, and LIMRiCC membership, and any other factor in its discretion. Similarly, the Board of Directors may adjust the suggested expenses and costs based on its discretion. Unless decided otherwise in the Board of Directors' discretion, when determining whether to adjust the suggested premium amount, or any other expenses or costs of SHIP, the Board of Directors shall attempt to maintain a balance in the SHIP Account that is sufficient to pay approximately six (6) months of regular and ordinary claims without receipt of further SHIP Benefit Fees.

In the event that the Board of Directors should fail to approve the amount of the SHIP Benefit Fee for any given plan year, the SHIP Benefit Fee shall be equal to 115% of the total expected cost as provided by the third-party administrator for the SHIP Benefit Fee.

G. Program Fund for all HIP Accounts

1. Withdrawal of Administration Fees.

All Administrative Fees shall be deposited to the Program Fund, and LIMRiCC shall withdraw the Administrative Fees thereafter to pay all appropriate costs and expenses.

H. SHIP Supplemental Benefit Fee.

If (a) the SHIP Account is in jeopardy of not being able to pay claims or (b) the SHIP Account balance is not sufficient to pay approximately six (6) months of regular and ordinary claims without further SHIP Benefit Fees, the Board of Directors may increase the SHIP Benefit Fee during a SHIP plan year, provided that all of the Members with Insured Participants enrolled in SHIP have been provided with fourteen (14) days notice of the reason for the increase in the SHIP benefit fee and of the meeting at which the Board

of Directors will vote on such increase.

I. Employee Qualification.

Only Qualified Employees may become Insured Participants under the Program. To be a Qualified Employee for PHIP, an individual must be a full-time employee of a Member or be a part-time employee of a Member who works a minimum of twenty (20) hours per week and has one year of service with the Member. For SHIP, effective January 1, 2016, Qualified Employees shall include Full-Time employees of a Member. For purposes of SHIP, “Full-Time” shall mean the following: (1) for any Member that is an applicable large employer (as that term is defined under Code Section 4980H), full-time status may be determined using any permissible method under Code Section 4980H; and (2) for any Member that is not an applicable large employer, “full-time” shall mean 30 hours or more per week, on average; provided, however, that employees who work less than thirty (30) hours per week may continue to be Qualified Employees if they have been continuously enrolled in health insurance coverage with LIMRiCC prior to the establishment of SHIP. If such an employee terminates participation in SHIP, the employee cannot re-enroll unless he/she becomes a full-time employee and works a minimum of thirty (30) or more hours per week on average at the time of reenrollment.

Members may set stricter requirements for their employees to be eligible for the Program, except that Members are required to provide and pay for life insurance for all full-time employees unless a full-time employee specifically opts out of the life insurance benefit. Each Member is responsible for retaining and housing documentation of its requirements for eligibility either in the form of a written policy or resolution authorized by the Member’s Board and documentation that substantiates that each of its Insured Participants is a bona fide Qualified Employee by January 15 of each year. In addition, each Member is required to provide LIMRiCC with a monthly listing of any new employees, newly eligible employees, terminated employees or any other change that would affect an employee’s benefits by the first of the next billing month.

Members must certify to LIMRiCC that all of its Insured Participants are bona fide Qualified Employees. Each Member agrees to indemnify and defend LIMRiCC for any claims, damages, liabilities, losses, judgments, settlements, taxes, or fines resulting from an employee of the Member being enrolled in the Program without satisfying the requirements to be a Qualified Employee.

J. Claims.

Any claim for benefits under a PHIP insurance policy shall be made to the insurance company; and if this claim is denied, any appeal therefrom shall follow the insurance company's claims review policy.

Any claims for benefits under SHIP shall be administered by the third-party administrator and any appeal therefrom shall follow the third-party administrator’s policy. All claims decisions made by the third party administrator shall be respected by LIMRiCC and final. Each Member agrees to indemnify and defend LIMRiCC for any claims, damages, liabilities, losses, judgments, settlements, taxes, or fines resulting from any claims dispute regarding SHIP benefits or any claims made against LIMRiCC.

K. Mandatory Member Meetings.

LIMRiCC shall hold two (2) mandatory member meetings every year: (1) the Spring Renewal Meeting and (2) the Fall Renewal Meeting. LIMRiCC shall provide fourteen (14) days notice to Members of the agenda and of all matters to be addressed at each mandatory member meeting.

The Spring Renewal Meeting shall be held on or before May 31st of each year to evaluate the operation of the Program and (a) discuss the PHIP insurance products that will be purchased by LIMRiCC on behalf of the Members for the next policy period and corresponding PHIP Benefit Fees and (b) discuss the SHIP benefits for the next policy period, plan changes, if any, and corresponding SHIP Benefit Fees, as well as the status of the SHIP Account and its ability to pay claims.

The Fall Renewal Meeting shall be held on or before October 15th of each year to finalize and vote on (a) the Membership Contributions and (b) the benefits provided by PHIP and SHIP for the following year. A final decision regarding Membership Contributions, PHIP benefits and fees, and SHIP benefits and fees shall be made by a majority vote of the Board of Directors at its September meeting.

Each Member must have at least one (1) representative (Library Director/Administrator, other administrators, or his/her designee) in attendance, either in person or via electronic attendance, at a minimum of one meeting per year. Effective with the 2024 plan year, failure to have (1) representative attend without good cause, will result in a fee of \$150.

L. Powers and Duties of LIMRiCC.

The powers of LIMRiCC to perform and accomplish the purposes set forth in this Agreement shall be the following and shall be exercised through the Board of Directors:

1. To purchase PHIP insurance products on behalf of the Members;
2. To organize and operate SHIP, including the hiring of a third party administrator;
3. To determine all necessary fees for the operation of PHIP and SHIP, including any increase or supplemental SHIP fees;
4. To terminate any Member for failure to perform obligations and duties as required by this Agreement or as otherwise permitted;
5. To retain brokers, actuaries, consultants or other professionals, who shall provide faithful performance of their respective duties and responsibilities and shall provide acceptable insurance coverage for errors and omissions;
6. To purchase stop loss or other additional insurance plans to limit the potential liability of LIMRiCC and to include any fees or expenses associated with said additional insurance in the SHIP Benefit fee;

7. To employ agents, employees and independent contractors, including legal counsel;
8. To collect the Membership Contributions from the Members;
9. To recommend to Members programs and educational materials relating to claim management and reduction and to carry out educational and other programs relating to claim management and reduction;
10. To enter into written contracts to procure necessary services, supplies, insurance and/or property necessary to accomplish the purposes of the Program;
11. LIMRiCC shall not be responsible for the validity of any insurance policy issued hereunder, nor for the failure of the insurance company to make the payments provided for under any insurance policy, or for the action of any person which may delay, or render null and void or unenforceable, in whole or in part, any insurance policy issued under this Program; and
12. To carry out such other activities as are necessarily implied or required to carry out the purposes of the Program.

M. Powers and Duties of Members.

It is the responsibility of the Member to select suitable insurance coverages for its employees and their respective spouses and dependents from the coverages available under the Program. The rights and conditions with respect to coverage and benefits under such insurance and the self-insured plan shall be determined by the respective insurance policies and plan, which policies and self-insured plan documents shall be incorporated herein by reference; and LIMRiCC shall have no liability for insurance benefits under PHIP.

In the event of a conflict between the terms of this Program and (a) the terms of a PHIP insurance policy which is then being used in conjunction with this Program or (b) the terms of the SHIP plan document, the terms of said insurance policy and/or the SHIP plan document shall control as to those Members whose employees, and their respective spouses and dependents are receiving insurance coverage and benefits. For this purpose, the insurance policy and SHIP plan document shall control in defining:

1. The persons eligible for insurance coverage;
2. The dates of their eligibility;
3. The conditions which must be satisfied to become insured, if any;
4. The benefits to be provided; and
5. The circumstances under which such insurance terminates.

N. New Membership

In the years that LIMRiCC is open to accepting new members as permissible by the provider, an application will be required for libraries considering joining the Program. Upon approval, a new member will be required to:

1. Sign the IGA; and
2. Pay a non-reimbursable 2-month premium that will go into LIMRiCC's reserves. The premium will be based on the new member's enrollment and will apply to PHIP and SHIP

O. Late Payments.

If a Member is more than thirty (30) days late in paying any Membership Contribution, said Member will be responsible for paying a late fee equal to five percent (5%) of their current invoice. All late fees shall be deposited into the PHIP Account. If a Member fails to make Membership Contribution for a period of three (3) months, the Board may vote to terminate the Member in accordance with **Section Q.** Term of the Program. said Membership Contribution. All late fees shall be deposited into the PHIP Account

P. Refund Adjustment Policy for PHIP

In the event that an adjustment is necessary to a member's PHIP invoice, a member can obtain a refund of up to 90 days.

Q. Term of the Program.

LIMRiCC has been operating a purchase of health insurance program since on or about March 1, 1994 for the purchase of health insurance and other insurance products. This revised Article III and Program amends LIMRiCC's purchase of health insurance program and shall become effective on the 1st day of December, 2015, provided that by such date there are no less than twenty (20) Members of LIMRiCC who have elected in writing to participate in the Program, and shall continue in effect thereafter until terminated.

1. Termination of Membership by Member.

Members shall have the right to cancel participation in the Program by providing 120 days written notice to the Board of Directors-

2. Termination of Membership by LIMRiCC.

If a Member has a Membership Contribution that is three (3) months past due, the Board may vote to terminate the Member from the Program, provided however that LIMRiCC has provided a thirty (30), sixty (60), and seventy-five (75) days notice to the Member stating (a) the amount due, (b) the due date, and (c) the termination date. A Member may also be terminated for failure to attend the mandatory meetings, as set forth in Section K. In addition, the Board may terminate a Member for failure to perform any other required duty or obligation, after giving at least thirty (30) days notice and an

opportunity to cure the alleged failure.

Regardless of the reason for termination, LIMRiCC shall be responsible for any claims incurred before the termination date, provided that the terminated Member does not have any past due Member Contributions. If the Member has past due Member Contributions, all unpaid claims of the Member's Insured Participants shall be the responsibility of the Member.

3. Termination of Program.

The Program shall be terminated if the Board of Directors determines, in its sole discretion, that the termination of the Program is necessary or in the best interests of the Members. In addition, the Program shall also terminate upon the enactment of any State or Federal law and/or a final determination by a court of competent jurisdiction, after all appeals have been exhausted or time for appeal has expired, that the Program is invalid or otherwise contrary to law.

In the event the Program is terminated, the Board of Directors shall:

1. Set an effective date for termination and provide notice of termination to Members at least ninety (90) days prior to the effective date;
2. Collect all Member Contributions;
3. Cause to be paid all claims incurred prior to the effective date of termination provided that such claims are submitted for payment within one year of the date on which they are incurred provided that all Member Contributions have been made by the Member. If assets are not sufficient to pay all such claims, claim payments may be reduced and paid pro rata until all assets are exhausted.
4. Pay all administrative expenses and other liabilities of LIMRiCC in connection with the Program.
5. If the assets of LIMRiCC are not sufficient to satisfy LIMRiCC's liabilities with respect to the Program, the Board of Directors may charge each current Member and each former participating Member who was a participating Member at any time during the twelve (12) month period prior to the effective date of termination a supplemental Member Contribution in an amount that is equal to the amount of such shortfall multiplied by a fraction, the numerator of which is the amount of Member Contributions required of the former participating Member or the Member during the twelve (12) months prior to the effective date of termination and the denominator of which is the amount of total Member Contributions from all former participating Members and Members during the twelve (12) months prior to the effective date of termination. The Board of Directors shall not be obligated to make claim payment unless and until the shortfall is paid as provided herein.
6. Prior to termination, the Board of Directors shall make adequate provision for the maintenance of the records of the Program, which shall be retained for ten

(10) years after the effective date of termination.

4. Refund of SHIP Benefit Fee upon SHIP Termination.

Upon the termination of SHIP for any reason, each Member with Insured Participants enrolled in SHIP at the time of SHIP's termination shall receive a refund of its SHIP Benefit Fees (the "SHIP Refund") from the fund balance, if any. The SHIP Refund shall be calculated for each Member as follows:

- A. LIMRiCC shall remove any Administration Fees from the SHIP Account;
- B. The remaining SHIP Account Balance shall be multiplied by the Member Fraction;
- C. The Member Fraction shall be a fraction where the numerator is equal to the SHIP Benefit Fees paid by the Member in the last twelve (12) months and the denominator is equal to the total SHIP Benefit Fees paid by all Members with Insured Participants enrolled in SHIP in the last twelve (12) months; and
- D. The resulting amount shall constitute the Member's SHIP Refund.

The SHIP Refund shall be paid within a reasonable time of the termination of SHIP, as determined in the discretion of the Board of Directors. Any amounts owed by a Member to LIMRiCC at the time of SHIP's termination shall be deducted from said Member's SHIP Refund and retained by LIMRiCC.

5. Obligations of Terminated Members.

The obligation of LIMRiCC to administer claims incurred under the Plan prior the effective date of termination or voluntary withdrawal for a terminated Member shall continue for claims that are filed within a period of twelve (12) months after such effective date. Members who have either been terminated or have voluntarily withdrawn are required to make all Member Contributions and supplemental payments, and to pay their entire current invoice, for sixty (60) days after their termination date, known as the run-out period.

- 1. In the event of a member's voluntary termination from the Program, notification to the Board must be given in writing 120 days prior to the termination date and prior to the end of the benefit plan year.

The exception to the 120-day required notice would be in the event that the Board fails to provide a 15 day notice of the health care premiums for the new plan year at least 135 days prior to the new plan year. In this case, it is at the discretion of the Board. A penalty fee of 25% of the current invoice will be applied to the Member for a notice of termination with less than 120 days notification.

- 2. A 2-month run-out period for SHIP and PHIP will be charged based on the current invoice.

R. Rights and Obligations of Members.

The rights of each Member of LIMRiCC shall include the following:

1. To enforce the obligations of LIMRiCC as set forth herein as a contractual obligation. This contract may be enforced in a court of law either by LIMRiCC itself or by any of its Members. The consideration for the obligations imposed herewith shall be based upon the mutual promises and agreements of the Members set forth herein.
2. No member agrees or contracts herein to be held responsible for any claims in tort or contract or otherwise made against any other Member. Members intend in the creation of LIMRiCC to establish an organization for the purchase of health insurance and other insurance products as stated herein within the scope herein set forth, and have not created as between Members any relationship of surety, indemnification or responsibility for the debts of or claims against any Member.

The obligations of each Member of LIMRiCC shall include the following:

1. To make all payments of Membership Contributions and any other payments to LIMRiCC as established in its By-Laws and this Agreement, including but not limited to late fees and supplemental benefit fees.
2. To hold an open enrollment meeting annually to provide education to the Member's Qualified Employees regarding the Program's benefits.
3. To allow LIMRiCC reasonable access to all facilities of the Member and all records relating to benefits, claims, and the financial obligations of the Member to LIMRiCC.
4. To report to LIMRiCC as promptly as possible all claims made to it within its benefit program as administered by LIMRiCC.
5. To furnish full cooperation with LIMRiCC's attorneys, and any agent, employee, officer or independent contractor of LIMRiCC relating to the purposes and powers of LIMRiCC.
6. To act promptly and within a reasonable period of time on all matters requiring approval or action by Members and to not withhold such approval unreasonably or arbitrarily.
7. To follow in the operations of the Member all procedures established by LIMRiCC within its purposes and powers, including, but not limited to, the use of release forms, posting of notices, participation in educational and record-keeping programs, limitations on activities offered, and the use of loss prevention techniques and devices.
8. In the event that LIMRiCC shall be required to expend funds for administrative, legal or other operating costs, or to take other actions required under

this Agreement or its By-Laws, the Member shall pay its share of the amounts so expended as provided in the By-Laws.

9. To appropriate or budget annually its liabilities under the LIMRiCC Program or Programs in which the Member participates.

10. To review all notices sent by LIMRiCC.

11. To attend all mandatory member meetings as set forth in Section K hereof.

12. During its participation in SHIP, a Member shall only exclusively provide to its employees, except independent contractors, or those in union-sponsored programs, the health benefits provided through SHIP.

13. In the event LIMRiCC should in error pay any benefit claims, administrative fees, or other charges on behalf of a Member, which it was not obligated to pay, the Member shall, upon thirty (30) days' written notice, reimburse LIMRiCC for the amounts improperly paid.

14. In the event that a Member should sue LIMRiCC or any of its Directors, Officers, or employees, or agents regarding any issue related to this Article III and should not be the prevailing party in that suit, said Member shall, as part of its contractual obligation to LIMRiCC, pay the reasonable attorneys' fees and other costs and expenses expended by LIMRiCC in defending against that suit.

15. This Agreement and LIMRiCC's Bylaws are not intended to create or provide any rights in third-parties, including, but not limited to, any Qualifying Employees or Insured Participants.

S. Liability of LIMRiCC, Its Officers and Directors.

The members of the Board of Directors and the officers and employees of LIMRiCC shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. They shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor; nor for any loss incurred through investment of LIMRiCC funds or failure to invest. They may participate in indemnification and self-insurance programs. No Director, officer or employee shall be liable for any action taken or omitted by any other Director or officer. Board members, officers and employees of LIMRiCC shall be indemnified and held harmless by LIMRiCC for claims by third parties arising out of the good faith discharge of duties related to the Program.

The liability of LIMRiCC, its officers and Directors is limited solely to the proceeds of payments of Members. The funds of each insurance program, i.e. those established under Articles I, II and III are kept separate and accounted for separately. Claims in each such separate insurance program are limited to the funds of that separate program.

If any claim or action not covered by insurance is instituted against a Director, officer or

employee of LIMRiCC allegedly arising out of an act or omission occurring within the scope of his or her duties, LIMRiCC shall at the request of them:

1. Appear and defend against the claim or action; and
2. Pay or indemnify the Director, officer or employee for a judgment and court costs based on such claim or action, provided there shall be no indemnification for any portion of a judgment representing an award of punitive or exemplary damages; and
3. Pay or indemnify the Director, officer or employee for a compromise or settlement of such claim or action providing the settlement is approved by the Board of Directors of LIMRiCC.

The term "Director, officer or employee" shall include former Directors, officers and employees. This indemnification resolution shall not apply if the Board of Directors finds that the claim or action is based on malicious, willful or criminal claim or action is based on malicious, willful or criminal misconduct. In such case the action to be taken by the Board of Directors will be determined after an investigation of the facts.

T. By-laws.

The Program is subject to the current By-Laws of LIMRiCC. A copy of the current By-Laws of LIMRiCC is posted on LIMRiCC's website.

U. Notices.

All notices of claims or any other notice required to be given pursuant to the Program, shall be sent by certified mail and/or electronic mail. To notify LIMRiCC, members shall use the following mailing address:

LIMRiCC
668 N. River Road
Naperville, IL 60563

Email address: mtannehill@limriicc.org

Each Member shall designate an individual to receive notices from LIMRiCC regarding the Program and provide LIMRiCC with current contact information for said individual, including mailing address and email address. If such addresses change, any party hereto may designate in writing to the other parties pursuant to the provisions of this Section the new contact information and address.

ARTICLE IV. RIGHTS AND OBLIGATIONS OF MEMBERS.

- A. The obligations of each Member of LIMRiCC shall include the following:
 1. To allow LIMRiCC reasonable access to all facilities of the Member and all records relating to claims and the financial obligations of the Member to LIMRiCC.

2. To furnish full cooperation with LIMRiCC's attorneys, claims administrator with any agent, employee, officer or independent contractor LIMRiCC relating to the purposes and powers of LIMRiCC.
3. To follow in the operations of the Member all loss reduction and prevention procedures established by LIMRiCC within its purposes and powers, including, but not limited to, the use of release forms, posting of notices, participation in educational and record-keeping programs, limitations on activities offered, and the use of loss prevention techniques and devices.
4. In the event that LIMRiCC shall be required to expend funds for administrative, legal or other operating costs, or to take other actions required under this Agreement or its By-Laws, the Member shall pay its share of the amounts so expended as provided in the By-Laws.
5. To make other payments to LIMRiCC as established in the By-Laws.
6. To appropriate or budget annually its liabilities under the LIMRiCC Programs.

B. Rights of Members.

Rights of each Member of LIMRiCC shall include the following:

1. To enforce the obligations of LIMRiCC as set forth herein as a contractual obligation. This contract may be enforced in a court of law either by LIMRiCC itself or by any of its Members. The consideration for the obligations imposed herewith shall be based upon the mutual promises and agreements of the members set forth herein.
2. Except as provided in Article II-F, no Member agrees or contracts herein to be held responsible for any claims in tort or contract or otherwise made against any other Member. Members intend in the creation of LIMRiCC to establish an organization for joint risk management only within the scope herein set forth and have not created as between Members any relationship of surety, indemnification or responsibility for the debts of or claims against any Member.
3. Where rights of Members to participate in benefits are dependent on the length of time of participation, the Member shall be credited for its participation in the predecessor programs of the Metropolitan Library System (formerly Suburban Library System).

ARTICLE V. LIABILITY OF LIMRiCC, ITS OFFICERS AND DIRECTORS.

The members of the Board of Directors and the officers will use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. They shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor; nor for any loss incurred through investment of LIMRiCC funds or failure to invest. They may participate in indemnification and self-insurance programs. No Director, officer or employee shall be liable for any action taken or omitted by any other Director or officer.

The liability of LIMRiCC, its officers and Directors is limited solely to the proceeds of payments of Members and proceeds of any insurance provided by LIMRiCC. The funds of each insurance program, i.e. those established under Articles I, II, and III are to be kept separate and accounted for separately. Claims in each such separate insurance program are limited to the funds of that separate program.

If any claim or action not covered by insurance is instituted against a Director, officer or employee of LIMRiCC allegedly arising out of an act or omission occurring within the scope of his or her duties, LIMRiCC shall at the request of the Director, officer or employee:

- (a) appear and defend against the claim or action; and
- (b) Pay or indemnify the Director, officer or employee for a judgment and court costs based on such claim or action, provided there shall be no indemnification for any portion of a judgment representing an award of punitive or exemplary damages; and
- (c) pay or indemnify the Director, officer or employee for a compromise or settlement of such claim or action providing the settlement is approved by the Board of Directors of LIMRiCC.

The term Director, officer or employee shall include former Directors, officers and employees. This indemnification resolution shall not apply if the Board of Directors finds that the claim or action is based on malicious, willful or criminal misconduct. In such case, the action to be taken by the Board of Directors will be determined after an investigation of the facts.

ARTICLE VI. BY-LAWS.

A certified copy of the By-Laws of LIMRiCC has been furnished to the Member.

ARTICLE VII. NOTICES.

All notices of claims or any other notice required to be given pursuant to this agreement, shall be sent by certified mail and shall be addressed to:

LIMRiCC

668 N. River Road
Naperville, IL 60563

ARTICLE IX. **AMENDMENTS.**

The Board of Directors may, in the following manner, amend the "By-Laws of the Library Insurance Management And Risk Control Combination (LIMRiCC)" at any time and from time to time to add a new provision or change or remove an existing provision:

(a) The Board of Directors shall adopt a Resolution setting forth the proposed amendment and the date on which the amendment is to become effective, and directing that the proposed amendment be submitted to each LIMRiCC Member that will be affected by the proposed amendment.

(b) LIMRiCC shall give to each LIMRiCC Member that will be affected by the proposed amendment written notice of the proposed amendment, including the text of the proposed amendment and the date on which the amendment is to become effective, together with a ballot for voting to approve or disapprove the proposed amendment. Such notice shall be given not less than 60 days and not more than 90 days before the proposed effective date of the amendment, either via electronic mail or U.S. mail. If mailed, such notice shall be deemed to have been delivered on the second day after the day on which it is deposited in the United States mail, addressed to the Member at its address on the records of LIMRiCC, with postage prepaid.

(c) Each LIMRiCC Member must return its ballot to LIMRiCC on or before 5:00 PM on the proposed effective date of the amendment.

(d) The proposed amendment shall be adopted upon receiving the affirmative vote of at least two-thirds of the LIMRiCC Members entitled to vote on such amendment.

(e) Any number of amendments may be submitted to the LIMRiCC Members and voted upon by them at one time.

(f) A LIMRiCC Member that has timely voted against the adoption of a proposed amendment may, within 60 days after the effective date of the proposed amendment, elect to withdraw from the LIMRiCC Program(s) affected by the new amendment, but only if the amendment materially and adversely affects the Member.

(g) Any LIMRiCC Member that is entitled to elect to withdraw from the LIMRiCC Program(s) in question is precluded from challenging the new amendment that creates the right of withdrawal, unless the adoption of the amendment is fraudulent with respect to the Member or with respect to LIMRiCC or constitutes a breach of a fiduciary duty owed to the Member.

(h) A LIMRiCC Member that is entitled to elect to withdraw may do so only if the Member delivers its written election to LIMRiCC within the said 60-day period.

(i) Notwithstanding anything to the contrary in this Article, the withdrawal of a Member shall not affect any existing claim(s) in favor of LIMRiCC against the withdrawing Member, or in favor of the withdrawing Member and against LIMRiCC.

ARTICLE X. POWERS OF BOARD OF DIRECTORS.

The Board of Directors may approve additional contracted services to be performed by LIMRiCC for other libraries, intergovernmental entities and governmental entities and the revenue from such services will be used to keep overall administrative costs lower for all LIMRiCC members.

Dated this _____ day of _____, 20 ____.

By: _____
President, LIMRiCC

=====

(to be signed by the LIMRiCC Board President)

LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL COMBINATION
(LIMRiCC)

Dated this _____ day of _____, 20 ____.

By: _____
President

Document number: 355971 – rvd 11.4.15

RESOLUTION PROVIDING FOR THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL COMBINATION (“LIMRICC”)

BE IT RESOLVED by the Board of _____ (hereinafter referred to as the “Library”) as follows:

1. AUTHORITY: This Resolution is adopted pursuant to the Intergovernmental Cooperation clause of the Constitution of the State of Illinois, the Intergovernmental Cooperation Act, the Library Systems Act, and the Illinois Public Library District Act (or the Illinois Local Library Act where applicable).

2. FINDINGS:

A. The Library Insurance Management and Risk Control combination (LIMRiCC) has heretofore been established by Intergovernmental Agreement among existing public libraries and library systems to provide the following programs:

- _____ 1. The unemployment compensation program;
- _____ 2. The employee benefits insurance program;

A copy of the Intergovernmental Agreement providing for these programs is attached hereto as Exhibit A.

B. It is in the best interests of the Library to participate in such of the above programs as are indicated by a checkmark in the appropriate box.

3. AUTHORIZATION: That the President and Secretary of this Library are, therefore, authorized and directed to execute an Intergovernmental Agreement providing for risk management and authorizing Membership in LIMRiCC for the programs hereinabove indicated, the Intergovernmental Agreement to conform

substantially to the Intergovernmental Agreement attached hereto as Exhibit A and effective on December 1, 2015.

Adopted this ____ day of _____, 20 ____.

pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

(Enter Name of Library)

Its President

Attest:

Its Secretary

RESOLUTION PROVIDING FOR THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL COMBINATION (“LIMRiCC”)

BE IT RESOLVED by the Board of _____ (hereinafter referred to as the “Library”) as follows:

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substantially to the Intergovernmental Agreement attached hereto as Exhibit A and effective on December 1, 2015.

Adopted this ____ day of _____, 20 ____.

pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

(Enter Name of Library)

Its President

Attest:

Its Secretary

RESOLUTION

AMENDING THE AMENDED INTERGOVERNMENTAL AGREEMENT PROVIDING FOR RISK MANAGEMENT AND AUTHORIZING MEMBERSHIP IN THE LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL COMBINATION TO ALLOW FOR ADMINISTRATIVE AMENDMENTS TO THE INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Intergovernmental Agreement Providing for Risk Management and Authorizing Membership in the Library Insurance Management and Risk Control (“LIMRiCC”) (hereinafter referred to as “Agreement”) has been amended from time to time by the Members of LIMRiCC to adhere to the changing needs of the Members of LIMRiCC and to reflect current policies and practice; and

WHEREAS, the Board of the Library Insurance Management and Risk Control Combination desires to now propose administrative changes to the IGA that will update the LIMRiCC Intergovernmental Agreement; and

WHEREAS, the Board of the Library Insurance Management and Risk Control Combination believes it is in the best interest of LIMRiCC to make such changes.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of the Library Insurance Management and Risk Control Combination (“LIMRiCC”), as follows:

SECTION 1: That the recitals set forth above are incorporated as Section 1 of this Resolution.

SECTION 2: It is proposed that globally, the Agreement shall largely remove the distinction between the “Purchase of Health Insurance Plan” (“PHIP”) and the “Self-Insured Health Insurance Plan (“SHIP”). These acronyms will largely be combined under the acronym “HIP” referring generally to “Health Insurance Plan.” The only section that will maintain a distinction is the Refund of SHIP Benefit Fee upon SHIP Termination, because Purchase of Health Insurance Plans are paid on a month to month basis and refunding of fees is not required. The IGA will be updated globally by LIMRiCC administrative staff, with Attorney review. For clarity, the following sections are referenced in their current structure and will be updated appropriately.

SECTION 3: It is proposed that Article I (B) of the Agreement (**Definitions- Article I**) shall be amended by deleting the definition of “The Previous Agreement.”

SECTION 4: It is proposed that Article I (C)(8) of the Agreement (**Agreements of Members**) shall be amended to add the words “or its designee” after “LIMRiCC.”

SECTION 5: It is proposed that Article I (D)(6) of the Agreement (**Powers and Duties of LIMRiCC**) shall be amended to read in full as follows:

“6. To assist in filing for a refund with the IDES.”

SECTION 6: It is proposed that Article I (D)(8) of the Agreement (**Powers and Duties of LIMRiCC**) shall be amended replace the words “LIMRiCC staff” with “The LIMRiCC Board of Directors”

SECTION 7: It is proposed that Article I (F) of the Agreement (**Prior Coverage- The Previous Agreement.**) shall be deleted in its entirety.

SECTION 8: It is proposed that Article II (A) of the Agreement (**Purpose**) shall be amended to delete the words “joint self-insurance.”

SECTION 9: It is proposed that Article II (C)(1) of the Agreement (**Definitions (Article II)**) shall be amended to delete the words “for joint self-Insurance”

SECTION 10: It is proposed that Article II (C)(7) of the Agreement (**Definitions (Article II)**) shall be deleted in its entirety.

SECTION 11: It is proposed that Article II (F) of the Agreement (**Payments by Members --Assessments**) shall be deleted in its entirety.

SECTION 12: It is proposed that Article II (G)(7) of the Agreement (**Powers and Duties of LIMRiCC**) shall be deleted in its entirety.

SECTION 13: It is proposed that Article II (H)(10) of the Agreement (**Authorization Clause and Notices**) shall be amended to replace the address for LIMRiCC as follows:

LIMRiCC
668 N. River Road
Naperville, IL 60563

SECTION 14: It is proposed that Article II (H)(11) of the Agreement (**Acceptance**) shall be amended to delete the words “relating to joint self-insurance.”

SECTION 15: It is proposed that Article II (I) of the Agreement (**Cancellation**) shall be amended to delete the word “mailing” and replacing it with the word “delivering” and by replacing the word “effected” with “affected.”

SECTION 16: It is proposed that Article II (M) of the Agreement (**Prior Coverage**) shall be deleted in its entirety.

SECTION 17: It is proposed that Article III (D) of the Agreement (**Administration Fee**) shall be amended to delete the words “the costs and expenses LIMRiCC incurs as the organization that sponsors the Program, such as employee salaries, independent contractor fees, office space, and other institutional costs” and replace them with “all administrative costs of LIMRiCC”; and to delete the words “The Administration Fee shall be comprised of two (2) separate fees: (1) the Base Administration Fee and (2) the Participant Administration Fee.”

SECTION 18: It is proposed that Article III (D)(1) of the Agreement (**Base Administration Fee**) shall be deleted in its entirety.

SECTION 19: It is proposed that Article III (F) of the Agreement (**SHIP Benefit Fee**) shall be amended to delete the words “For the initial SHIP plan year, which is calendar year 2016, the SHIP Benefit Fee shall be determined by a majority vote of the Members at the Fall 2015 Meeting” and to delete the words “For all subsequent SHIP plan years” and to replace the words “shall consult with the Executive Director to” with the word “will”.

SECTION 20: It is proposed that Article III (G) of the Agreement (**Program Fund**) shall be amended to add the words “for all HIP Accounts” after the words (the “Program Fund)”)and further to delete the last sentence in its entirety.

SECTION 21: It is proposed that Article III (G)(1) of the Agreement (**Initial SHIP Account Balance**) shall be deleted in its entirety.

SECTION 22: It is proposed that Article III (I) of the Agreement (**Employee Qualification**) shall be amended to add a hyphen to the word “re-enroll.”

SECTION 23: It is proposed that Article III (O)(1) of the Agreement (**Rights and Obligations of Members**) shall be amended to delete the words “Executive Director”.

SECTION 24: It is proposed that Article III (S) of the Agreement (**Notices**) shall be amended to replace the address for LIMRiCC as follows:

LIMRiCC
668 N. River Road
Naperville, IL 60563

SECTION 25: It is proposed that Article V of the Agreement (**LIABILITY OF LIMRiCC, ITS OFFICERS AND DIRECTORS**) shall be amended to delete the words “and the officers and employees” and further amended to delete the word “The” at the beginning of the second sentence and replace it with “They”

SECTION 26: It is proposed that Article VII of the Agreement (**NOTICES**) shall be amended to replace the address for LIMRiCC as follows:

LIMRiCC
668 N. River Road
Naperville, IL 60563

SECTION 27: It is proposed that Article X of the Agreement (**POWERS OF BOARD OF DIRECTORS**) shall be amended to delete the word “staff”.

SECTION 28: It is proposed that the Resolution Providing for the Execution of An Intergovernmental Agreement with the Library Insurance Management and Risk Control Combination (“LIMRiCC”) be amended to capitalize the word “Combination” in Section 2(A) (Findings).

SECTION 29: The proposed effective date of the amendments is November 15, 2023.

SECTION 29: That each Member that will be affected by these proposed amendments shall receive written notice of proposed amendments and the date on which the amendment is to become effective, together with a ballot for voting to approve or disapprove the proposed amendments. The notice shall be given not less than 60 days and not more than 90 days before the proposed effective date of the amendment, either via electronic mail or U.S. mail.

SECTION 30: The proposed amendments set forth in this Resolution shall be adopted upon receiving the affirmative vote of at least two-thirds (2/3) of the Members entitled to vote on such amendment.

SECTION 31: That the President is authorized and directed to sign and the Secretary is authorized and directed to attest to this Resolution.

SECTION 32: This Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED by the Library Insurance Management and Risk Control Combination the 26th day of July, 2023.

ADOPTED by _____ (Library Name) this _____ day of _____, 2023.

By: _____

Its: _____

ATTEST:

RESOLUTION

AMENDING THE AMENDED INTERGOVERNMENTAL AGREEMENT PROVIDING FOR RISK MANAGEMENT AND AUTHORIZING MEMBERSHIP IN THE LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL COMBINATION TO ALLOW FOR SUBSTANTIVE AMENDMENTS TO THE INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Intergovernmental Agreement Providing for Risk Management and Authorizing Membership in the Library Insurance Management and Risk Control (“LIMRiCC”) (hereinafter referred to as “Agreement”) has been amended from time to time by the Members of LIMRiCC to adhere to the changing needs of the Members of LIMRiCC and to reflect current policies and practice; and

WHEREAS, the Board of the Library Insurance Management and Risk Control Combination desires to now propose substantive changes to the IGA that will update the LIMRiCC Intergovernmental Agreement; and

WHEREAS, the Board of the Library Insurance Management and Risk Control Combination believes it is in the best interest of LIMRiCC to make such changes.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of the Library Insurance Management and Risk Control Combination (“LIMRiCC”), as follows:

SECTION 1: That the recitals set forth above are incorporated as Section 1 of this Resolution.

SECTION 2: It is proposed that globally, the Agreement shall largely remove the distinction between the “Purchase of Health Insurance Plan” (“PHIP”) and the “Self-Insured Health Insurance Plan (“SHIP”). These acronyms will largely be combined under the acronym “HIP” referring generally to “Health Insurance Plan.” The only section that will maintain a distinction is the Refund of SHIP Benefit Fee upon SHIP Termination, because Purchase of Health Insurance Plans are paid on a month to month basis and refunding of fees is not required. The IGA will be updated globally by LIMRiCC administrative staff, with Attorney review. For clarity, the following sections are referenced in their current structure and will be updated appropriately.

SECTION 3: It is proposed that Article I (C)(3) be amended by adding the words, “The Member shall make these payments in equal quarterly installments due on the 15th day of April, July, October and January of each year. A late fee of \$50.00 will be issued for any paperwork or payment submitted after the due date. The Board of LIMRiCC shall have the authority to increase the late fee by up to ten percent (10%) in a calendar year.”

SECTION 4: It is proposed that Article III (A)(2) of the Agreement (**Self-Insured Health Insurance Plan (“SHIP”)**) shall be amended by adding the words “and dental insurance for Insured Participants” after “prescription drug coverage.”

SECTION 5: It is proposed that Article III (D)(1) of the Agreement (**Participant Administration Fee**) shall be amended to add, after the word “shall”, the words “be announced at the Annual Fall Meeting for the new benefit year.”

SECTION 6: It is proposed that Article III (G) of the Agreement (**Program Fund**) shall be amended to add the words “for all HIP Accounts” after the words (the “Program Fund”) and further to delete the last sentence in its entirety. In addition, Article III (G)(2.) “Initial SHIP Account Balance” will be deleted in its entirety.

SECTION 7: It is proposed that Article III (I) of the Agreement (**Employee Qualification**) shall be amended to delete the second paragraph and replace it in its entirety with the following: “Members may set stricter requirements for their employees to be eligible for the Program, except that Members are required to provide and pay for life insurance for all full-time employees unless a full-time employee specifically opts out of the life insurance benefit. Each Member is responsible for retaining and housing documentation of its requirements for eligibility either in the form of a written policy or resolution authorized by the Member’s Board and documentation that substantiates that each of its Insured Participants is a bona fide Qualified Employee by January 15 of each year. In addition, each Member is required to provide LIMRiCC with a monthly listing of any new employees, newly eligible employees, terminated employees or any other qualifying event by the first of the month.”

SECTION 8: It is proposed that Article III (K) of the Agreement (**Mandatory Member Meetings**) shall be modified by deleting the fourth and fifth paragraphs in their entirety and replacing it with the following: Each Member must have at least one (1) representative (Library Director/Administrator, other administrators, or his/her designee) in attendance, either in person or via electronic attendance, at a minimum of one meeting per year. Effective with the 2024 plan year, failure to have (1) representative attend without good cause, will result in a fee of \$150.

SECTION 9: It is proposed that a new Article III (N) of the Agreement (**New Membership**) be added to the Agreement which reads as follows:

“In the years that LIMRiCC is open to accepting new members as permissible by the provider, an application will be required for libraries considering joining the Program. Upon approval, a new member will be required to:

1. Sign the IGA; and.
2. Pay a non-reimbursable 2-month premium that will go into LIMRiCC’s reserves. The premium will be based on the new member’s enrollment and will apply to PHIP and SHIP.”

SECTION 10: It is proposed that Article III (N) of the Agreement (**Late Payments**) be deleted in its entirety and replaced with the following:

“If a Member is more than sixty (60) days late after the issued date of the invoice in paying any Membership Contribution, said Member will be responsible for paying a late fee equal to five percent (5%) of all outstanding invoices. All late fees shall be deposited into the PHIP Account. If a Member fails to make Membership Contribution for a period of three (3)

months, the Board may vote to terminate the Member in accordance with Section Q, Term of the Program.”

In addition this subsection will now be identified as subsection Article III (O) after addition of Article III (N) above.

SECTION 11: It is proposed that a new Article III (P) of the Agreement (**Refund Adjustment Policy**) be added to the Agreement which reads as follows:

In the event that an adjustment is necessary to a member’s invoice, a member can obtain a refund of up to 90 days.

SECTION 12: It is proposed that Article III (Q)(5) of the Agreement (**Obligations of Terminated Members**) shall be amended by deleting it in its entirety and replacing it with the following:

The obligation of LIMRiCC to administer claims incurred under the Plan prior to the effective date of termination or voluntary withdrawal for a terminated Member shall continue for claims that are filed within a period of twelve (12) months after such effective date. Members who have either been terminated or have voluntarily withdrawn are required to make all Member Contributions and supplemental payments, and to pay their entire current invoice, for sixty (60) days after their termination date, known as the run-out period.

1. In the event of a member’s voluntary termination from the Program, notification to the Board must be given in writing 120 days prior to the termination date and prior to the end of the benefit plan year.

The exception to the 120 day notice would be in the event that the Board fails to provide a 15 day notice of the health care premiums for the new plan year at least 135 days prior to the new plan year. In this case, it is at the discretion of the Board. A penalty fee of 25% of the current invoice will be applied to the Member for a notice of termination with less than 120 days notification.

2. A 2-month run out period for SHIP and PHIP will be charged based on the current invoice.

SECTION 13: It is proposed that Article VIII of the Agreement (**FORMER PARTICIPATION OF METROPOLITAN LIBRARY SYSTEM (FORMERLY SUBURBAN LIBRARY SYSTEM)**) shall be deleted in its entirety.

SECTION 14: The proposed effective date of the amendments is November 15, 2023.

SECTION 15: That each Member that will be affected by these proposed amendments shall receive written notice of proposed amendments and the date on which the amendment is to become effective, together with a ballot for voting to approve or disapprove the proposed amendments. The notice shall be given not less than 60 days and not more than 90

days before the proposed effective date of the amendment, either via electronic mail or U.S. mail.

SECTION 16: The proposed amendments set forth in this Resolution shall be adopted upon receiving the affirmative vote of at least two-thirds (2/3) of the Members entitled to vote on such amendment.

SECTION 17: That the President is authorized and directed to sign and the Secretary is authorized and directed to attest to this Resolution.

SECTION 18: This Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED by the Library Insurance Management and Risk Control Combination this 26th day of July, 2023.

ADOPTED by _____ (Library Name) this _____ day of _____, 2023.

By: _____

Its: _____

ATTEST:

PROPOSED INTERGOVERNMENTAL AGREEMENT CHANGE BALLOT

The Library Insurance Management and Risk Control Combination (“LIMRiCC”) Board of Directors adopted a Resolution setting forth proposed amendments to the Intergovernmental Agreement Providing For Risk Management and Authorizing Membership in the Library Insurance Management and Risk Control Combination (“IGA”). This ballot is for your formal e-vote on whether or not you concur with the proposed IGA changes. The proposed changes are fully set forth in the enclosed Resolution and shown on the attached highlighted version of the Intergovernmental Agreement.

The proposed Amendments are in two Resolutions. The first is entitled:

**AMENDING THE AMENDED INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR RISK MANAGEMENT AND AUTHORIZING MEMBERSHIP IN
THE LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL
COMBINATION TO ALLOW
FOR ADMINISTRATIVE AMENDMENTS TO THE INTERGOVERNMENTAL
AGREEMENT**

The date that the proposed amendment is to become effective is November 15, 2023.

Members are invited to vote to “Approve” or “Disapprove” this proposed amendments.

APPROVE

DISAPPROVE

Each LIMRiCC Member entitled to vote must return its ballot to LIMRiCC on or before 5:00 p.m. on the proposed effective date of the amendment.

PROPOSED INTERGOVERNMENTAL AGREEMENT CHANGE BALLOT

The Library Insurance Management and Risk Control Combination (“LIMRiCC”) Board of Directors adopted a Resolution setting forth proposed amendments to the Intergovernmental Agreement Providing For Risk Management and Authorizing Membership in the Library Insurance Management and Risk Control Combination (“IGA”). This ballot is for your formal e-vote on whether or not you concur with the proposed IGA changes. The proposed changes are fully set forth in the enclosed Resolution and shown on the attached highlighted version of the Intergovernmental Agreement.

The proposed Amendments are in two Resolutions. The second is entitled:

**AMENDING THE AMENDED INTERGOVERNMENTAL AGREEMENT
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THE LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL
COMBINATION TO ALLOW FOR SUBSTANTIVE AMENDMENTS TO THE
INTERGOVERNMENTAL AGREEMENT**

The date that the proposed amendment is to become effective is November 15, 2023.

Members are invited to vote to “Approve” or “Disapprove” this proposed amendments.

APPROVE

DISAPPROVE

Each LIMRiCC Member entitled to vote must return its ballot to LIMRiCC on or before 5:00 p.m. on the proposed effective date of the amendment.



To: PrairieCat Administrative Council

From: Carolyn Coulter, PrairieCat director

Date: 10/6/2023

Re: Approving additional funding for ongoing website development and maintenance

As you know, in the last fiscal year we completely redesigned and upgraded our support website, leveraging our website hosting firm, Cherry Hill, to perform this work. As the project completed, we found that we had come up with several enhancements that were outside of the original scope of work. Nevertheless, we feel that these enhancements and refinements are needed. After discussion with Cary Gordon from Cherry Hill, we agreed that we could slot 4 hours of development and support time per month to these needs over the next 12 months. At a rate of \$195/hour, this would come to \$9,360.00 for the full 12 month period. PrairieCat staff would like to request that Administrative Council approve \$8,000 for enhancements and support for the remaining 8 months of FY24, as this amount is unbudgeted and the PrairieCat director cannot approve any amounts over \$5,000. In FY25, we will budget enough money to continue to support and develop the website ongoing.

To: Carolyn Coulter, PrairieCat
From: Amanda Standerfer, Fast Forward Libraries LLC
Date: September 12, 2023
Re: Resource Sharing Summit Facilitation Proposal

Thank you for considering me to develop and facilitate a Resource Sharing Summit for PrairieCat in spring 2024. I'm excited for the opportunity to work with you again!

Goals

PrairieCat members want to consider ways to better serve the unserved. In rural areas of Illinois, many people do not pay taxes to their local libraries either because they are outside of the corporate boundaries of the city/township that has a library or they have not been annexed as part of a library district. This has long been a point of confusion and tension for residents and library staff alike. Library staff must have uncomfortable conversations with residents to explain why they are not eligible for a library card and what the law requires for an annual fee to access library services.

Recent changes in Illinois law allow for expansion of library services to eligible unserved youth using school district boundaries. Some libraires have established intergovernmental agreements with schools to also increase access. This Summit will explore how to maximize service to unserved residents. In addition, we may also want to consider a broader conversation about reaching resident non-users to increase the reach of the library.

Proposal

I will work with PrairieCat staff (and members designated by PrairieCat) to clarify Summit goals and develop the agenda for the Summit. This includes any handouts required.

I will facilitate an in-person 4-6-hour Summit based on the goals and agenda developed. After the Summit, I will provide Summit notes and debrief with PrairieCat staff or members.

<u>What</u>	<u>Time</u>	<u>Cost</u>
Planning meeting to clarify goals and finalize agenda	30 minutes preparation 1 hour meeting 30 minutes follow-up	\$100
Facilitate Summit	2 hours preparation (handouts, annotated agenda) 4-6 hours facilitation	\$600
Report	2 hours notes 1 hour debrief meeting (if requested)	\$100
Total (includes any supplies needed and travel):		\$800



To: PrairieCat Administrative Council

From: Carolyn Coulter, PrairieCat director

Date: 10/6/2023

Re: Eliminating requirements for bonding of Administrative Council Treasurer

Currently, our PrairieCat Bylaws require that we bond our Administrative Council Treasurer. When speaking with our accountants from RAILS, they felt that this is unnecessary as the PrairieCat Treasurer does not handle any funds, and our requirements to have two signatures on all checks would sufficiently prohibit any possible malfeasance.

Speaking with our lawyer at Klein, Thorpe and Jenkins, we have verified that as an intergovernmental instrumentality we are not required by statute to bond our treasurer. The Treasurer's bond that we have obtained in the past has cost PrairieCat \$1,000. Given that this is not required and does involve significant and intrusive questions to the Treasurer, it is felt that we could drop this requirement from the Bylaws. It is suggested that Administrative Council make this recommendation to the Delegates Assembly at their next meeting and put it to a vote of membership. The relevant Bylaws language is below.

SECTION 7. TREASURER. The Treasurer shall be the principal accounting and financial officer of PRAIRIECAT. In performing these duties, the Treasurer shall oversee the work of the agent, consultant or independent contractor hired to perform financial services for PRAIRIECAT. He/she shall:

- a. have charge of and be responsible for the maintenance of adequate books of account for PRAIRIECAT;
- b. have charge and custody of all funds and securities of PRAIRIECAT, and be responsible therefore, and for the receipt and disbursement thereof and, subject to the provisions of Section 4 of Article VI below, shall deposit such funds and securities in such banks as the Administrative Council shall approve from time to time;
- c. perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the Chair or by the Administrative Council; and
- d. shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Administrative Council shall determine, which bond shall be paid for by PRAIRIECAT.

- e. the Treasurer shall serve as a member of the Finance Committee of the Administrative Council or of any other such committee created by the Administrative Council for consideration of annual budgetary matters.



PrairieCat Delegates Assembly

Oct. 18, 2023

10:30 a.m. – 12:00 p.m.

In person at Senica's Oak Ridge Golf Club, LaSalle, IL

Online via Zoom

Please visit L2 for in person registration or click on the link below:

https://prairiecat-org.zoom.us/webinar/register/WN_eCsWEF7PRJmNab8EN1YRAw#/registration

Agenda

The Delegates Assembly will meet on Wednesday, Oct. 18, 10:30 a.m. – 12:00 p.m. Delegates Assembly participation is required of all Fully Participating and Basic Online libraries and the four Union List reps. As always, please remember that only officially designated Delegates or their Alternates can vote on behalf of their library. Substitutes will not be permitted to vote, and there are no proxy votes if a delegate is not present.

PUBLIC COMMENT: Public comments may be submitted via email to:
carolyn.coulter@prairiecat.org at least two hours before the beginning of the meeting.

- I. Call to order and welcome
- II. Introductions and welcome new delegates or alternates
- III. Introduction of Guests
- IV. Review of agenda for additions/changes
- V. Public Comments via Zoom Meeting
- VI. Consent Agenda
 - a. Approve minutes for July 26, 2023, PrairieCat Delegates Assembly meeting
 - b. Central Site report including financial and statistical reports
- VII. Administrative Council Report
 - a. Finance Committee Report – Report from September 2023
 - b. Resource Sharing Committee Report – No report.
- VIII. PrairieCat Membership Update, Training and Outreach report (Elizabeth Smith)
- IX. ACTION: Approve changes to the PrairieCat bylaws regarding bonding for the Administrative Council Treasurer
- X. Review, PrairieCat annual financial audit results
- XI. Presentations: < TBD >
 - I. Public Comments via previously submitted email (see above), in person or online
 - II. Adjournment
- III. Next regularly scheduled meeting, January 24, 2024, North Suburban Public Library District, Loves Park and online via Zoom.