

SWAN BOARD MEETING AGENDA

October 20, 2023 9:30 a.m.

**Acorn Public Library District
15624 South Central Avenue
Oak Forest, IL 60452-3204**

1. Call to Order, Roll Call
2. Introduction of Visitors/Public Comment

Public comment is allowed at SWAN meetings

3. Action Item – Acceptance of the October 20, 2023 SWAN Board Meeting Agenda

RESOLVED, THAT THE SWAN BOARD ACCEPTS THE OCTOBER 20, 2023 SWAN BOARD MEETING AGENDA AS PRESENTED

4. Action Item – Approval of SWAN Financials, September 2023 (Exhibit pgs. 3-12)
 - a. Balance sheet and detail of expenditures for September 2023
 - b. Approval of the payment of bills for September 1, 2023, through September 30, 2023 in the amount of \$90,653.79

RESOLVED, THAT THE SWAN BOARD APPROVES THE PAYMENT OF BILLS FOR SEPTEMBER 1 THROUGH SEPTEMBER 30, 2023 AND ACCEPTS THE BALANCE SHEET AND DETAIL OF EXPENDITURES FOR SEPTEMBER 2023

5. Action Item – Acceptance of the September 15, 2023, SWAN Board Meeting Minutes (Exhibit pgs. 13-15)

RESOLVED, THAT THE SWAN BOARD ACCEPTS THE SEPTEMBER 15, 2023 SWAN BOARD MEETING MINUTES AS PRESENTED

6. Reports
 - a. Board President Report
 - b. Executive Director Report (Exhibit pgs. 16-21)
 - c. Operations Report (Exhibit pgs. 22-42)
 - d. Treasurer Report
 - e. Board Calendar (Exhibit pg.43)

7. Action Item – Approve the revised LIMRiCC intergovernmental agreement for administrative amendments (Exhibit pgs. 49-52)

RESOLVED, 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 TO BECOME EFFECTIVE ON NOVEMBER 15, 2023

8. Action Item – Approve the revised LIMRiCC intergovernmental agreement for administrative amendments (Exhibit pgs. 53-56)

RESOLVED, 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 TO BECOME EFFECTIVE ON NOVEMBER 15, 2023

9. Action Item – Approve the LIMRiCC intergovernmental agreement (Exhibit pgs. 59-95)

RESOLVED, APPROVE THE AMENDED INTERGOVERNMENTAL AGREEMENT PROVIDING FOR RISK MANAGEMENT AND AUTHORIZING SWAN MEMBERSHIP IN THE LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL COMBINATION TO BECOME EFFECTIVE ON NOVEMBER 15, 2023

10. Discussion— SWAN customer satisfaction survey (Exhibit pgs. 96-100)

11. Discussion Item –Library director engagement

12. Discussion—SWAN FY25 budget priorities (Exhibit pg. 101)

13. Adjournment

*All agenda items may be acted upon by the SWAN Board

SWAN Board Member	Library	Office	Term Expires
Dorothy Koll	Acorn Public Library District	Vice-president	July 1, 2024
Tim Jarzemsky	Bloomindale Public Library	Treasurer	July 1, 2024
Anna Wassenaar	Blue Island Public Library		July 1, 2025
Colleen Waltman	Homewood Public Library		July 1, 2025
Jesse Blazek	Palos Heights Public Library	Secretary	July 1, 2025
Samantha Johnson	Roselle Public Library		July 1, 2026
Jennifer Cottrill	Midlothian Public Library	President	July 1, 2026

SWAN Library Services
Balance Sheet
As of September 30, 2023

	Balance End of Month
ASSETS	
Cash and Cash Equivalents	
Hinsdale Bank - Operating - 2176	\$ 524,730.03
Hinsdale Bank - MM - 5010	1,478,163.97
Propay Funds	<u>\$ 42.86</u>
Total Cash and Cash Equivalents	<u>\$ 2,002,936.86</u>
Current Assets	
Accounts Receivable	117,674.63
REINT Receivable	-
Other Receivables	-
Deposits	<u>23,467.08</u>
Total Current Assets	<u>\$ 141,141.71</u>
Capital Assets, net	
Building and Improvements	6,895.00
Equipment	36,500.50
Computers	324,383.36
Accumulated Depreciation	<u>(351,227.75)</u>
Total Capital Assets, net	<u>\$ 16,551.11</u>
Total Assets	<u>\$ 2,326,284.49</u>
 LIABILITIES	
Current Liabilities	
Accrued Payroll	\$ 48,244.58
Compensated Absences	109,749.24
Lease Payable	<u>11,125.12</u>
Total Current Liabilities	<u>\$ 169,118.94</u>
Long Term Liabilities	
Lease Liability - Right to Use Asset	<u>\$ 197,619.40</u>
Total Long Term Liabilities	<u>\$ 197,619.40</u>
Total Liabilities	<u>\$ 366,738.34</u>
 FUND BALANCE	
Beginning Net Assets	
Unrestricted	<u>2,693,949.91</u>
Total Beginning Net Assets	<u>2,693,949.91</u>
Current YTD Net Income	<u>(734,403.76)</u>
Total Fund Balance	<u>1,959,546.15</u>
Total Liabilities and Fund Balances	<u>\$ 2,326,284.49</u>

Statement of Revenue and Expenses Summary
For the 3 Months Ended September 30, 2023

	<u>Month-to-Date Actual</u>	<u>Year-to-Date Actual</u>	<u>Annual Budget</u>	<u>Remaining Budget</u>	<u>% Collected Expended</u>
Revenue					
4000 - Membership Fees	\$1,886.16	\$762,137.98	\$3,071,672.00	\$ 2,309,534.02	24.81%
4100 - Membership Reimbursements	449.50	450,531.50	443,223.00	(7,308.50)	101.65%
4200 - Reimbursement for Losses	3,695.64	20,037.43	108,680.00	88,642.57	18.44%
4300 - Grant Revenue	-	124,759.50	515,012.00	390,252.50	24.22%
4400 - Registration & Event Receipts	-	6,260.00	3,400.00	(2,860.00)	184.12%
4500 - Investment & Interest	6,385.45	19,748.69	20,800.00	1,051.31	94.95%
4600 - Reserve Fund Transfer	-	-	73,800.00	73,800.00	0.00%
Total Revenue	<u>12,416.75</u>	<u>1,383,475.10</u>	<u>4,236,587.00</u>	<u>2,853,111.90</u>	<u>32.66%</u>
Expenses					
5000 - Salaries & Wages	107,216.65	374,633.59	1,546,800.00	1,172,166.41	24.22%
5020 - Personnel Benefits	34,146.53	104,848.30	457,700.00	352,851.70	22.91%
5100 - Building & Grounds	1,481.13	33,168.43	129,510.00	96,341.57	25.61%
5200 - Professional Development	573.76	1,010.35	16,700.00	15,689.65	6.05%
5300 - Membership Development	28.03	(722.71)	7,370.00	8,092.71	-9.81%
5400 - Information & Technology Services	37,771.66	1,091,584.06	1,269,400.00	177,815.94	85.99%
5500 - General Office	1,591.40	2,595.87	2,700.00	104.13	96.14%
5600 - Hardware & Equipment	95.10	475.50	6,300.00	5,824.50	7.55%
5700 - Insurance	-	-	11,500.00	11,500.00	0.00%
5800 - Contractual Services	18,439.16	35,376.79	216,984.00	181,607.21	16.30%
5900 - Library Materials & Content	2,991.63	474,447.99	565,251.00	90,803.01	83.94%
6000 - Interest & Fees	-	460.69	4,050.00	3,589.31	11.38%
Total Expenses	<u>204,335.05</u>	<u>2,117,878.86</u>	<u>4,236,587.00</u>	<u>2,118,708.14</u>	<u>49.99%</u>
Excess Revenues less Expenses	<u>\$ (191,918.30)</u>	<u>\$ (734,403.76)</u>	<u>\$ 0.00</u>	<u>\$ 734,403.76</u>	

Statement of Revenue and Expenses

For the 3 Months Ended September 30, 2023

	Month-to-Date Actual	Year-to-Date Actual	Annual Budget	Remaining Budget	% Collected Expended
Revenue					
4010 - SWAN Full Membership Fees	\$ 1,886.16	\$ 762,137.98	\$ 3,067,972.00	\$ 2,305,834.02	24.84%
4011 - SWAN Internet Access Membership Fees	0.00	0.00	3,700.00	3,700.00	0.00%
4190 - Member Group Purchase Receipts	449.50	450,531.50	443,223.00	(7,308.50)	101.65%
4220 - Reimbursement Losses for Resource Sharing	0.00	7,649.41	63,000.00	55,350.59	12.14%
4240 - E-Commerce Transactions	3,695.64	12,388.02	45,680.00	33,291.98	27.12%
4310 - RAILS Support to SWAN	0.00	124,759.50	498,388.00	373,628.50	25.03%
4320 - Other Grant Revenue	0.00	0.00	16,624.00	16,624.00	0.00%
4499 - Annual Conference Receipts	0.00	6,260.00	3,400.00	(2,860.00)	184.12%
4510 - Interest Income	6,385.45	19,748.69	20,800.00	1,051.31	94.95%
4600 - Reserve Fund Transfer	0.00	0.00	73,800.00	73,800.00	0.00%
Total Revenue	12,416.75	1,383,475.10	4,236,587.00	2,853,111.90	32.66%
Expenses					
5000 - Salaries & Wages	107,216.65	374,633.59	1,546,800.00	1,172,166.41	24.22%
5021 - FICA Expense	8,056.93	27,779.44	118,400.00	90,620.56	23.46%
5023 - Worker's Compensation	0.00	0.00	4,500.00	4,500.00	0.00%
5024 - Retirement Benefits	10,111.74	35,235.24	140,900.00	105,664.76	25.01%
5025 - Health, Dental, Life And Disability Insurance	15,977.86	41,803.65	192,400.00	150,596.35	21.73%
5026 - Tuition Reimbursements	0.00	0.00	1,100.00	1,100.00	0.00%
5085 - Staff Wellness	0.00	29.97	400.00	370.03	7.49%
5110 - Rent/Lease	0.00	29,977.83	117,300.00	87,322.17	25.56%
5120 - Utilities	579.13	1,786.60	6,700.00	4,913.40	26.67%
5130 - Property Insurance	642.00	642.00	650.00	8.00	98.77%
5140 - Repairs & Maintenance	0.00	177.00	860.00	683.00	20.58%
5150 - Custodial Service & Supplies	260.00	585.00	4,000.00	3,415.00	14.63%
5210 - Conference Travel	29.00	180.59	6,000.00	5,819.41	3.01%
5220 - Staff Meetings	0.00	0.00	900.00	900.00	0.00%
5230 - Staff Professional Development	369.76	654.76	4,000.00	3,345.24	16.37%
5240 - Professional Association Membership Dues	175.00	175.00	2,500.00	2,325.00	7.00%
5250 - Educational Material	0.00	0.00	800.00	800.00	0.00%
5260 - Online Learning	0.00	0.00	2,500.00	2,500.00	0.00%
5310 - Travel Reimbursement	28.03	47.29	800.00	752.71	5.91%
5330 - Library Professional Development	0.00	(770.00)	6,570.00	7,340.00	-11.72%
5420 - Application Software Licensing	5,716.41	9,107.41	18,000.00	8,892.59	50.60%
5430 - Server Software Licensing	0.00	40,159.24	105,200.00	65,040.76	38.17%
5440 - Library Services Platform	8,930.00	941,568.72	1,016,300.00	74,731.28	92.65%
5450 - Data Management Services	2,896.66	14,108.03	33,000.00	18,891.97	42.75%
5460 - Information Subscription Service	18,843.45	74,888.05	75,000.00	111.95	99.85%
5470 - Subscription Support Services	289.00	2,793.19	6,800.00	4,006.81	41.08%
5480 - Telecommunications	1,096.14	3,288.30	14,500.00	11,211.70	22.68%
5490 - Group Purchases - Services	0.00	5,671.12	600.00	(5,071.12)	945.19%
5510 - Office Supplies	1,564.90	2,292.20	2,200.00	(92.20)	104.19%
5520 - Postage	26.50	109.69	500.00	390.31	21.94%
5599 - Annual Conference Supplies	0.00	193.98	0.00	(193.98)	0.00%
5610 - Equipment Rental/Maintenance	95.10	475.50	1,000.00	524.50	47.55%
5620 - Hardware	0.00	0.00	4,200.00	4,200.00	0.00%
5690 - Group Purchases - Hardware	0.00	0.00	1,100.00	1,100.00	0.00%
5700 - Insurance	0.00	0.00	11,500.00	11,500.00	0.00%
5810 - Legal	0.00	0.00	1,500.00	1,500.00	0.00%
5820 - Accounting	2,110.00	2,110.00	19,160.00	17,050.00	11.01%
5830 - Consulting	0.00	2,900.00	75,000.00	72,100.00	3.87%
5840 - Payroll Service Fees	329.36	1,105.16	3,600.00	2,494.84	30.70%

Statement of Revenue and Expenses
For the 3 Months Ended September 30, 2023

	<u>Month-to-Date Actual</u>	<u>Year-to-Date Actual</u>	<u>Annual Budget</u>	<u>Remaining Budget</u>	<u>% Collected Expended</u>
5850 - Contractual Agreements	0.00	0.00	16,624.00	16,624.00	0.00%
5860 - Notification & Collection	7,143.80	20,405.63	92,200.00	71,794.37	22.13%
5899 - Annual Conference Facility Contract	8,856.00	8,856.00	8,900.00	44.00	99.51%
5910 - Print Materials	0.00	0.00	5,300.00	5,300.00	0.00%
5920 - Reimburse for Resource Sharing	0.00	7,624.50	63,000.00	55,375.50	12.10%
5940 - E-Commerce Payment Transactions	2,991.63	11,534.11	45,680.00	34,145.89	25.25%
5990 - Group Purchases - Content	0.00	455,289.38	451,271.00	(4,018.38)	100.89%
6010 - Bank Fees	0.00	460.69	3,700.00	3,239.31	12.45%
6020 - Merchant Account Fees	0.00	0.00	50.00	50.00	0.00%
6099 - Annual Conference Merchant Fees	0.00	0.00	300.00	300.00	0.00%
6110 - Depreciation	0.00	0.00	2,322.00	2,322.00	0.00%
Total Expenses	<u>204,335.05</u>	<u>2,117,878.86</u>	<u>4,236,587.00</u>	<u>2,118,708.14</u>	<u>49.99%</u>
 Excess Revenues less Expenses	 <u>\$ (191,918.30)</u>	 <u>\$ (734,403.76)</u>	 <u>\$ 0.00</u>	 <u>\$ 734,403.76</u>	

SWAN Library Services

Check Register

All Bank Accounts
September 2023

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
Vendor Checks						
Acorn Public Library				9999	09/13/23	<u>9.03</u>
5940	E-Commerce Payment Transactions	Acorn Public Library	9.03			
Batavia Public Library				10000	09/13/23	<u>337.18</u>
5940	E-Commerce Payment Transactions	Batavia Public Library	337.18			
Bensenville Community Public Library District				10001	09/13/23	<u>31.51</u>
5940	E-Commerce Payment Transactions	Bensenville Community Public Library District	31.51			
Bloomington Public Library				10002	09/13/23	<u>74.96</u>
5940	E-Commerce Payment Transactions	Bloomington Public Library	74.96			
Broadview Public Library District				10003	09/13/23	<u>6.56</u>
5940	E-Commerce Payment Transactions	Broadview Public Library District	6.56			
Calumet City Public Library				10004	09/13/23	<u>89.77</u>
5940	E-Commerce Payment Transactions	Calumet City Public Library	89.77			
Carol Stream Public Library				10005	09/13/23	<u>104.03</u>
5940	E-Commerce Payment Transactions	Carol Stream Public Library	104.03			
Cicero Public Library				10006	09/13/23	<u>49.66</u>
5940	E-Commerce Payment Transactions	Cicero Public Library	49.66			
Clarendon Hills Public Library				10007	09/13/23	<u>40.74</u>
5940	E-Commerce Payment Transactions	Clarendon Hills Public Library	40.74			
Crete Public Library District				10008	09/13/23	<u>6.31</u>
5940	E-Commerce Payment Transactions	Crete Public Library District	6.31			
Flossmoor Public Library				10009	09/13/23	<u>66.55</u>
5940	E-Commerce Payment Transactions	Flossmoor Public Library	66.55			
Forest Park Public Library				10010	09/13/23	<u>49.99</u>
5940	E-Commerce Payment Transactions	Forest Park Public Library	49.99			

SWAN Library Services**Check Register**

All Bank Accounts

September 2023

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
Geneva Public Library District 5940	E-Commerce Payment Transactions	Geneva Public Library District	157.48	10011	09/13/23	<u>157.48</u>
Glen Ellyn Public Library 5940	E-Commerce Payment Transactions	Glen Ellyn Public Library	180.06	10012	09/13/23	<u>180.06</u>
Grande Prairie Public Library 5940	E-Commerce Payment Transactions	Grande Prairie Public Library	21.72	10013	09/13/23	<u>21.72</u>
Harvey Public Library District 5940	E-Commerce Payment Transactions	Harvey Public Library District	14.56	10014	09/13/23	<u>14.56</u>
Hillside Public Library 5940	E-Commerce Payment Transactions	Hillside Public Library	67.42	10015	09/13/23	<u>67.42</u>
Hinsdale Public Library 5940	E-Commerce Payment Transactions	Hinsdale Public Library	64.22	10016	09/13/23	<u>64.22</u>
Justice Public Library District 5940	E-Commerce Payment Transactions	Justice Public Library District	138.18	10017	09/13/23	<u>138.18</u>
La Grange Park Public Library District 5940	E-Commerce Payment Transactions	La Grange Park Public Library District	34.98	10018	09/13/23	<u>34.98</u>
Linda Sokol Francis Brookfield Library 5940	E-Commerce Payment Transactions	Linda Sokol Francis Brookfield Library	28.61	10019	09/13/23	<u>28.61</u>
Markham Public Library 5940	E-Commerce Payment Transactions	Markham Public Library	6.66	10020	09/13/23	<u>6.66</u>
Maywood Public Library District 5940	E-Commerce Payment Transactions	Maywood Public Library District	30.55	10021	09/13/23	<u>30.55</u>
Oak Brook Public Library 5940	E-Commerce Payment Transactions	Oak Brook Public Library	115.92	10022	09/13/23	<u>115.92</u>
SWAN Board Meeting		Exhibit Page 8 of 101			October 20, 2023	

SWAN Library Services

Check Register

All Bank Accounts
September 2023

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
Oak Lawn Public Library 5940	E-Commerce Payment Transactions	Oak Lawn Public Library	101.32	10023	09/13/23	<u>101.32</u>
Oak Park Public Library 5940	E-Commerce Payment Transactions	Oak Park Public Library	521.72	10024	09/13/23	<u>521.72</u>
River Forest Public Library 5940	E-Commerce Payment Transactions	River Forest Public Library	31.07	10025	09/13/23	<u>31.07</u>
River Grove Public Library District 5940	E-Commerce Payment Transactions	River Grove Public Library District	38.01	10026	09/13/23	<u>38.01</u>
Roselle Public Library 5940	E-Commerce Payment Transactions	Roselle Public Library	28.45	10027	09/13/23	<u>28.45</u>
South Holland Public Library 5940	E-Commerce Payment Transactions	South Holland Public Library	48.01	10028	09/13/23	<u>48.01</u>
St. Charles Public Library District 5940	E-Commerce Payment Transactions	St. Charles Public Library District	144.70	10029	09/13/23	<u>144.70</u>
Steger-South Chicago Heights 5940	E-Commerce Payment Transactions	Steger-South Chicago Heights	8.37	10030	09/13/23	<u>8.37</u>
Sugar Grove Public Library District 5940	E-Commerce Payment Transactions	Sugar Grove Public Library District	56.51	10031	09/13/23	<u>56.51</u>
Town & Country Public Library District 5940	E-Commerce Payment Transactions	Town & Country Public Library District	9.41	10032	09/13/23	<u>9.41</u>
University Park Public Library District 5940	E-Commerce Payment Transactions	University Park Public Library District	21.33	10033	09/13/23	<u>21.33</u>
Villa Park Public Library 5940	E-Commerce Payment Transactions	Villa Park Public Library	48.95	10034	09/13/23	<u>48.95</u>

SWAN Library Services

Check Register

All Bank Accounts

September 2023

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
Westmont Public Library 5940	E-Commerce Payment Transactions	Westmont Public Library	33.01	10035	09/13/23	<u>33.01</u>
Woodridge Public Library 5940	E-Commerce Payment Transactions	Woodridge Public Library	32.55	10036	09/13/23	<u>32.55</u>
Comcast 5480	Telecommunications	Comcast - 9/1/23 - 9/30/23	759.95	10037	09/14/23	<u>759.95</u>
Green Hills Public Library District 5940	E-Commerce Payment Transactions	Green Hills Public Library District	141.57	10038	09/14/23	<u>141.57</u>
Lauterbach & Amen, LLP 5820	Accounting	Lauterbach & Amen, LLP - July	1,055.00	10039	09/14/23	<u>2,110.00</u>
5820	Accounting	Lauterbach & Amen, LLP - August	1,055.00			
LIMRiCC 5025	Health, Dental, Life And Disability Insurance	LIMRiCC - September	16,958.16	10040	09/14/23	<u>16,958.16</u>
Marcive, Inc. 5450	Data Management Services	Marcive, Inc.	276.66	10041	09/14/23	<u>276.66</u>
Moraine Valley Community College 5899	Annual Conference Facility Contract	Moraine Valley Community College - SWAN EXPO - facility	3,300.00	10042	09/14/23	<u>9,186.00</u>
5899	Annual Conference Facility Contract	Moraine Valley Community College - SWAN EXPO - catering	5,886.00			
Moraine Valley Community College 5899	Annual Conference Facility Contract	To VOID check 10042	-9,186.00	10042	09/25/23	<u>(9,186.00)</u>
Selective Insurance 5130	Property Insurance	Selective Insurance - Flood Ins. 10/1/23-10/1/24	642.00	10043	09/14/23	<u>642.00</u>
Unique Integrated Communications, Inc.				10044	09/14/23	<u>7,143.80</u>

SWAN Library Services

Check Register

All Bank Accounts

September 2023

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
5860	Notification & Collection	Unique Integrated Communications, Inc. - curbside communicator SWAN HQ	40.00			
5860	Notification & Collection	Unique Integrated Communications, Inc. - notices august	413.30			
5860	Notification & Collection	Unique Integrated Communications, Inc. - messagebee	6,690.50			
Wellness Insurance Network-WIN				10045	09/14/23	<u>161.50</u>
5025	Health, Dental, Life And Disability Insurance	Wellness Insurance Network-WIN - September	161.50			
Aaron Skog				10046	09/14/23	<u>57.03</u>
5210	Conference Travel	Aaron Skog - pkg ALA conference	29.00			
5310	Travel Reimbursement	Aaron Skog - mileage to/from MDS board mtg.	28.03			
First Bankcard				50550	09/30/23	<u>11,192.86</u>
5230	Staff Professional Development	First Bankcard - ALA CORE webinar- Skog	369.76			
5240	Professional Association Membership Dues	First Bankcard - ALA Renewal	175.00			
5420	Application Software Licensing	First Bankcard - Microsoft azure	5,669.41			
5420	Application Software Licensing	First Bankcard - Mailchimp	47.00			
5450	Data Management Services	First Bankcard - ESRI	2,500.00			
5450	Data Management Services	First Bankcard - ESRI	120.00			
5470	Subscription Support Services	First Bankcard - Sendgrid	289.00			
5480	Telecommunications	First Bankcard - Skype	288.00			
5480	Telecommunications	First Bankcard - Grasshopper	48.19			
5510	Office Supplies	First Bankcard - Deluxe Envelopes	130.99			
5510	Office Supplies	First Bankcard - Office Depot	54.78			
5510	Office Supplies	First Bankcard - Planter Inc. SWAN Hoodies	675.00			
5510	Office Supplies	First Bankcard - Planter Inc. SWAN Hoodies	664.84			
5510	Office Supplies	First Bankcard - Amazon label maker	39.29			
5520	Postage	First Bankcard - USPS postage	10.40			
5520	Postage	First Bankcard - USPS postage	8.05			
5520	Postage	First Bankcard - USPS postage	8.05			

SWAN Library Services

Check Register

All Bank Accounts

September 2023

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
5610	Equipment Rental/Maintenance	First Bankcard - Monthly copier fee	95.10			
Moraine Valley Community College				50551	09/30/23	<u>8,856.00</u>
5899	Annual Conference Facility Contract	Moraine Valley Community College -	8,856.00			
Nicor Gas				50552	09/30/23	<u>51.98</u>
5120	Utilities	Nicor Gas - 8/15/23 - 9/14/23	51.98			
ComEd				50553	09/30/23	<u>527.15</u>
5120	Utilities	ComEd - 8/16-9/15	527.15			
ProQuest LLC				50554	09/30/23	<u>18,843.45</u>
5460	Information Subscription Service	ProQuest LLC	18,843.45			
SirsiDynix, Inc.				50555	09/30/23	<u>8,930.00</u>
5440	Library Services Platform	SirsiDynix, Inc. - Web services connector installation	8,930.00			
T.A. Systems Inc.				50556	09/30/23	<u>260.00</u>
5150	Custodial Service & Supplies	T.A. Systems Inc. - August	260.00			
Quail Ridge Drive Investors, LLC				50557	09/30/23	<u>9,992.61</u>
5110	Rent/Lease	Quail Ridge Drive Investors, LLC	9,992.61			
Reliance Standard Life Insurance Co.				50558	09/30/23	<u>899.01</u>
5025	Health, Dental, Life And Disability Insurance	Reliance Standard Life Insurance Co.	899.01			
Check List Total						<u><u>90,653.79</u></u>

SWAN BOARD MEETING MINUTES

September 15, 9:30 a.m.
Acorn Public Library District
15624 South Central Avenue
Oak Forest, IL 60452-3204

1. Call to Order, Roll Call

President Cottrill called the meeting to order at 9:30 a.m. The following Board members were present to establish a quorum.

- a. Jesse Blazek arrived at 9:31 a.m.
- b. Jennifer Cottrill
- c. Tim Jarzemsky
- d. Samantha Johnson
- e. Dorothy Koll
- f. Colleen Waltman arrived at 9:31 a.m.
- g. Anna Wassenaar arrived at 9:37 a.m.

2. Introduction of Visitors/Public Comment

Aaron Skog, SWAN Executive Director
Ginny Blake, SWAN Business Manager
Scott Brandwein, SWAN Assistant Director

There was no public comment.

3. Action Item

Acceptance of the September 15, 2023, SWAN Board Meeting Agenda

Koll moved, seconded by Jarzemsky that it be

RESOLVED, THAT THE SWAN BOARD ACCEPTS THE SEPTEMBER 15, 2023, SWAN BOARD MEETING AGENDA AS PRESENTED

Motion carried by unanimous voice vote.

4. Action Item

Acceptance of the SWAN Financials, July 2023

Jarzemsky moved, seconded by Johnson that it be

RESOLVED, THAT THE SWAN BOARD APPROVES THE PAYMENT OF BILLS FOR JULY 1, 2023, THROUGH JULY 31, 2023, AND ACCEPTS THE BALANCE SHEET AND DETAILS OF EXPENDITURES FOR JULY 2023 AS PRESENTED

Motion carried by roll call vote with the following results:

Ayes: Cottrill, Jarzemsky, Johnson, Koll, Waltman

5. Action Item

Acceptance of the SWAN Financials, August 2023

Jarzemsky moved, seconded by Koll that it be

RESOLVED, THAT THE SWAN BOARD APPROVES THE PAYMENT OF BILLS FOR AUGUST 1, 2023, THROUGH AUGUST 31, 2023, AND ACCEPTS THE BALANCE SHEET AND DETAILS OF EXPENDITURES FOR AUGUST 2023 AS PRESENTED

Motion carried by roll call vote with the following results:

Ayes: Blazek, Cottrill, Jarzemsky, Johnson, Koll, Waltman, Wassenaar

6. Action Items

Acceptance of the July 21, 2023, SWAN Board Meeting Minutes

Blazek moved, seconded by Koll that it be

RESOLVED, THAT THE SWAN BOARD ACCEPTS JULY 21, 2023, SWAN BOARD MEETING MINUTES AS PRESENTED

Motion carried by unanimous voice vote.

7. Reports

a. Board President Report

Cottrill discussed the meetings with new directors along with some of the feedback board members have been receiving. Cottrill will generate a spreadsheet for all board members to update as they proceed with these meetings.

b. Executive Director Report

Skog will be submitting the LLSAP grant application today. The FY23 audit has begun. A Q&A ensued regarding the SirsiDynix renewal. Skog will draft a survey and discuss with board members to bring to the December quarterly with options/suggestions/concerns with SirsiDynix. Skog gave an update on SWAN Expo.

c. Operations Report

Brandwein reviewed the operations report. SWAN has hired an IT & System Support Network Administrator who will start on September 25th. Tara Wood will be returning from Maternity leave on September 18th.

d. Treasurers Report

None

e. **Board Calendar**

8. **Discussion Item**

September Quarterly feedback

A discussion ensued regarding the September Quarterly. The Board agreed that based on the agreement with SirsiDynix ending April 30, 2025, that two task force be created with board representatives. The first task force would assess the satisfaction of the solutions SirsiDynix provides SWAN. The second task force would take feedback from membership, and if needed, begin a research phase of solutions SWAN should consider. Waltman, Koll, Cottrill, and Skog would comprise the first task force, with Blazek and Wassenaar being representatives in the second task force.

9. **Discussion Item**

Review FY25 budget timeline

Skog discussed the FY25 budget timeline and will arrange a Finance Committee meeting.

10. **Adjournment**

Cottrill adjourned the meeting at 11:15 a.m.

Minutes Prepared by Ginny Blake

Respectfully Submitted,

Jesse Blazek

Board Secretary

SWAN Executive Director Report

October 20, 2023

Update on Activities

Prairie State College joining CARLI I-Share

William Condon, Dean of Learning Resources & Assessment, contacted me to discuss Prairie State College joining CARLI's I-Share and exiting SWAN. The tentative timeline for this would be for the library to end SWAN membership before the start of the next fiscal year July 1, 2024.

The SWAN agreement specifies the library provide 6 months' notice to SWAN about leaving the consortium. The college library would pay for the data migration costs, which in this case would be data extraction. There is also a provision in the SWAN agreement that any work performed by SWAN employees or agents after the termination of the agreement would be the responsibility of the library.

Insurance renewal completed

The insurance application for the organization was renewed. Here is a comparison of the premiums from the prior year, with the same requested coverage. The cyber risk insurance renewal this year is lower than the year prior.

Policy	2022	2023	Difference
Business, D&O	\$4,362	\$4,516	\$154
Workers' compensation	\$4,443	\$4,719	\$276
Crime & cyber risk	\$7,100	\$6,805	(\$295)
Flood	\$642	\$642	\$0
Total	\$16,547	\$16,682	\$135

Consortia Special Interest Group annual meeting

The annual meeting was held in Lehi, Utah at SirsiDynix headquarters on October 11th and 12th. This event rotates its meeting location every year, with it cycling back to the company headquarters every 5 years or so.

Summary of the "where the company is doing well" discussion:

- SirsiDynix support is doing an outstanding job at supporting our complex arrangements. The off hours support from the UK was extremely helpful in a tough situation.

- The API live training is awesome. Being new as a system admin to the platform and becoming adept at the functions and API calls was important and the training was excellent.
- The consulting service SureSailing is phenomenal, with several team members being cited as wonderful consultants.
- A new consortia director appreciated the support and training SirsiDynix put together to help get integrated and transition into the new role for the consortia.
- The new chat function on Support Central is great for “quick things” when you are in a “back & forth” situation.
- The SirsiDynix consulting catalog is very impressive. The speed at which it is maintained is impressive. Others that were new in their role at their respective consortia appreciated the consulting catalog.
- Data Control as a newish product is “transformative” in learning how to build a data query, which can then be used in a conventional API query. It allows building queries and understanding the underlying data structure.
- Consulting and project management for adding a new library to the consortia has been excellent, especially it being stable and consistent with the experts needed in a given ILS migration.
- The company’s Library Relations Manager service is always appreciated as part of the SirsiDynix support and engagement structure.
- BLUEcloud Circulation development has made progress, the SirsiDynix product managers are listening to our input via the SPP (strategic partnership program). The SPP was noted as a good method for providing customer input into the products.

Where the company “can be doing better” discussion:

- WorkFlows is typically seen as “older” and is not “selling itself” from a library staff perspective. The WorkFlows client has the functionality, but library staff complain about its interface. The BLUEcloud Staff was going to replace and improve the staff experience, but this is still a slow process as identified in last year’s Consortia SIG meeting.
- Symphony ILS is a solid, stable performer. It rarely needs attention from a maintenance POV. The issue continues to be the library staff interface.

- SirsiDynix agreements that are due for renewal are putting pressure on some consortium to “look around,” but it is clear that very few proprietary ILS can handle the size and scope of the configuration required.
- Library staff that come from another web-based interface system are overall surprised and disappointed with the WorkFlows interface.

The software development at the company deals with an increasingly complex environment. These were described by the Chief Product Officer Berit Nelson as falling into the following categories.

1. “Tech debt:” the underlying components of all software are built on versions of Java, or codebase that will become outdated over time. These components require updating or replacing, which slows the progress on new features on the roadmap.
2. Additional security: the CEO Bill Davison said the company’s products are having to pivot to incorporate a changing technology environment that is becoming increasingly dangerous with malicious software, aka, “malware,” and there is a need to build additional security features such as multi-factor authentication into their platforms. The company’s obligation to information security is part of its adhering to a security framework standard, which is a requirement for many of its customer contracts.

Based on the Consortia SIG group discussion, the areas where the company is doing well are not necessarily the areas our member libraries see and experience. The nature of our consortia arrangement might place us (consortia staff) between SirsiDynix and the library user, so our highest praises are those company services that only we experience as consortia leaders.

Board Considerations

LIMRiCC agreement

The LIMRiCC organization has requested all members to review its recommendations for amending the organization’s intergovernmental agreement via resolution, and to approve the amended agreement. I have included a memo in the meeting packet explaining the requested amendments.

Customer satisfaction survey

The survey is drafted and ready for discussion at the board meeting. Please review the written introduction included in the meeting packet.

Monthly Financial Report

September Balance Sheet

The Fund Balance Unrestricted line for September is at \$2,693,949.91 which decreased by \$1,217.81 From the month prior. The table below shows the current FY24 budget expense and budgeted spending from reserves.

Fund Balance Unrestricted	\$2,693,949.91
Expenses to be paid from reserve	(\$73,800.00)
	\$2,620,149.91
SWAN annual expense budget	\$4,236,587.00
	62%
Number of months operating expense in reserve	7.4

Revenue & Expense Report

This month would be 25% of the budgeted revenue and expenses. SWAN’s financials are presented on a cash basis for this current fiscal year 2024. The total revenue reflects library membership fees invoiced for one quarter, plus invoices sent for the full year of the EBSCO group-purchase, which has our revenue at 33%. Many of the expenses are paid at the start of the fiscal year, which has our year-to-date higher than 25% of the budget year-to-date.

	FY24 Budget	Ending September 2023	Percentage of budget YTD 25%
Total Revenue	\$4,236,587.00	\$1,383,475.10	33%
Total Expenses	\$4,236,587.00	\$2,117,878.86	50%
Over / (Under)	\$0.00	(\$734,403.76)	

Accounts Receivable

4010 - SWAN Full Membership Fees: 1st quarter invoices were sent out in July 2023, reflecting 24.84% revenue.

4011 – Internet Access Membership Fees: the six libraries will be invoices in January 2024.

4190 – Member Group Purchase Receipts: 101.65%

This budget line records the revenue from several group purchase initiatives in specific budget line expenses, including the EBSCO database group-purchase, hardware sold to libraries (magnetic swipes for e-commerce), and the group-purchase for Library Pass Comics Plus.

4310 – RAILS Support to SWAN: 25%

1st quarter payment was made to SWAN totaling \$124,759.50.

4510 – Interest Income: 94.95%

SWAN's Money Market continues to perform better than expected for the year. Currently, the rate for September is 5.65% where the rate one year ago was 0.02%.

Accounts Payable

5000 – Salaries & Wages: 24.22%

This line remains on budget for the year-to-date expenses.

5021 – FICA Expense: 23.43%

This line remains on budget for the year-to-date expenses.

5024 – Retirement Benefits: 25.01%

This line remains on budget for the year-to-date expenses.

5110 – Rent/Lease: 25.56%

This line remains on budget for the year-to-date expenses.

5130—Property Insurance: 98.77%

The flood insurance was paid for the full year in September.

5420 – Application Software Licensing: 50.60%

This line remains on budget for the year-to-date expenses.

5430 – Server Software Licensing: 38.17%

Expenses related to the Microsoft Azure hosting of Symphony and the support/ticketing systems are recorded in this budget line.

5440 – Library Services Platform: 92.65%

This line reflects expected expenses for the budget. The full payment to Illinois State Library group-services OCLC was recorded in August. This line reflects prepaid expenses from the prior fiscal year for SirsiDynix, ByWater Solutions, OpenAthens, and EBSCO Discovery Service.

5450 – Data Management Services: 42.75%

The expenses for RDA ToolKit and WebDewey are paid in full for the year.

5460 – Information Subscription Service: 99.85%

This line reflects expected expenses for the budget. This budget line reflects the payment for the EBSCO subscription to Novelist Select integrated within the Aspen Discovery catalog, as well as the ProQuest subscription to Syndetic Solutions for all cover art display in Aspen and now MessageBee email notifications.

5490 – Group Purchases Services: 945.19%

This line is overbudget due to the new Library Pass Comics Plus online subscription. This is an opt-in subscription for libraries, and the libraries were invoiced by SWAN and recorded payments in the #4190 Member Group Purchase Receipts as revenue.

5860 Notification & Collection: 22.13%

This line remains on budget for the year-to-date expenses. The MessageBee service is paid monthly. SWAN has also contracted with Unique Management to print all user notices and is invoiced monthly.

5990 – Group Purchases – Content: 100.89%

July recorded the full EBSCO group-purchase expense for FY24 was as a group-purchase, the expense was off-set by the participating libraries, with the revenue recorded in the #4190 Group Purchase Receipts.

Operations Report: September 2023

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Summary

Membership engagement activities and statistics are reported through the month-end of September 2023. System outages will be reported as of final assembly of the report to ensure that any critical system issues are documented as quickly as possible. Highlighted activities represent on-site library events.

Member Engagement – All Staff

A recap of member engagement activities in September 2023.

Site Visits, Training, and Consultation

Member engagement activities, including meetings, on-site visits, training, and consultation are noted for the reporting period. Highlighted activities represent on-site library events.

Date	Event Name	Teams Responsible	Category
Tuesdays	Addison Training	All	Training
9/7/2023	SWAN Quarterly Meeting	All	Member meeting
9/14/2023	Acquisitions & Cataloging Users	Bibliographic Services, Information Technology & System Support	Member meeting
9/15/2023	SWAN Board Meeting	Administration	Governance
9/18/2023	MobileStaff Registration (STS)	Information Technology & System Support	Consultation
9/20/2023	Aspen Office Hours	User Experience	Consultation
9/20/2023	ILL/Circ/Outreach Office Hours	User Experience, Information Technology & System Support	Consultation
9/25/2023	Director's Coffee Hour	Administration	Consultation
9/26/2023	SWAN Fireside Chat #53	All	Member meeting
9/27/2023	Fine Free Consultation (BLD)	Information Technology & System Support	Consultation
9/27/2023	MobileStaff Consultation (GED)	Information Technology & System Support	Consultation
9/28/2023	Discovery & User Experience Advisory	User Experience	Member meeting
9/28/2023	Technology Update	Information Technology & System Support	Member meeting

User Group and Advisory Meeting Recap

All 2023 meetings are posted in L2, search "[swan2023](#)." On the SWAN Support Site, visit the [SWAN Events Calendar](#) for a full listing of upcoming events.

Acquisition and Cataloging Users (9/14/2023)

The group discussed foreign language materials vendors, the purchasing and processing of “tonieboxes” and Oculus headsets, which prompted a discussion on how to enter tonieboxes records into the catalog and how to physically process them and get them ready to circulate. Guidelines were requested and the topic will be brought up to Cataloging Advisory. SWAN announced that the list of Weeklies titles for 2024 has been published, so libraries can start creating serial controls. Those who prefer to transfer the controls at the end of the year must wait until all the 2023 issues have been received. SWAN reviewed the benefits of creating on-order items at the time of ordering so that items are visible in Aspen. SWAN asked libraries to review templates used to manually create pre-cats. The unused templates should be deleted and templates should be shadowed so that they don’t display in Aspen. A call for a 2024 co-chair was made, as one of the current co-chairs is stepping down.

Technology Update (9/28/2023)

The Information Technology & Systems Support team hosted the fall Technology Update and provided an update on current projects, support, security practices, and introduced Laurie Casiano as the newest member of the ITSS team.

While we aim to make the Tech Update an opportunity for attendees to ask questions and engage in discussions, the online platform hasn’t been conducive at fostering engagement. We’re beginning to explore the possibility of rebooting this group as an annual in-person meeting, rather than the current bi-annual Zoom meetings.

Discovery & User Experience Advisory (9/28/2023)

In the September meeting, DUX discussed autorenewal email notifications in MessageBee, with feedback ranging from some patrons being happy with fewer emails to others missing the assurance their items were renewed. Cynthia lead discussions on mass market paperback records in the catalog and exploring custom facets in Aspen. In addition, the group shared their progress on the database usage research project, and two libraries – Oak Park and Roselle – offered to investigate usage of databases through their library websites to share with the group. Finally, the group discussed the Aspen LiDA app progress and agreed that they are interested in potentially moving forward with a pilot.

Circulation Advisory

Circulation Advisory self-nominations for membership closed on October 13th.

Bibliographic Services Site Visit

Claudia Nickson went to Oak Lawn Public Library on Sep 20th to work with their new cataloger. We went over searching in WorkFlows, cataloging standards, RDA tags, SWAN local practices (fiction/nonfiction facet, 590, 946, searching, reporting duplicates and errors via the ticket system), required MARC tags, and the mechanics of cataloging in OCLC and overlaying the record in WorkFlows.

Major Projects & Research

Addison Public Library

This month has been focused on eResources and configuring connections between Addison's services and the SWAN infrastructure. We are evaluating Addison's current sideload activity in their Pika catalog to determine if we can support a similar setup in Aspen (note: Pika and Aspen share a similar codebase). Currently SWAN only sideloads Kanopy and Flipster records, and we do so on behalf of all members that use them. We are considering the possibility of expanding this operation to include more vendors and possibly allowing for member staff to maintain their own sideloads. Addison staff have sent us sample MARC extracts for evaluation, and we are experimenting with the features. If viable, this could open the door to supporting some additional vendors' records in the Aspen catalog limited to only the owning library's portal.

We have also discussed the timeline during the final data load and go-live week. Because of the size of the Addison catalog, we have opted to perform bibliographic indexing over the course of the week before go-live rather than in a single bibliographic rebuild. This approach is a double-edged sword. The benefit is that it will avoid any rebuild downtime for current member staff on the weekend before Addison joins SWAN. Unfortunately, it also means that SWAN staff will be limited in the number of bibliographic/item updates we can perform that week. There also may be occasional search anomalies during the week of the data load. We will detail exactly what to expect at October's Fireside Chat and through SWANcom and Support Site communications.

Aspen Discovery

Aspen release 23.09 included minor bug fixes and enhancements for super administrators at the SWAN staff level, specifically the ability to export settings and admin reports to Excel.

We have also turned on the public note functionality. Cynthia worked with libraries to clean up the public notes data in advance of turning this on in production.

On the roadmap for future development are improvements to the self-registration features in Aspen specifically for the Symphony ILS. SWAN staff are working with Aspen developers to enhance the built-in Aspen self-registration functionality to potentially replace our home-grown online patron registration, which would have the advantage of being built into the catalog as well as having more development support from ByWater Solutions and the Aspen community.

BLUEcloud Staff (Acquisitions, Cataloging, Circulation, MobileStaff)

Crystal and the Circulation Advisory group members have provided requirements for receipts, hold wrappers, and hold slips customizations to SirsiDynix for consideration in BLUEcloud Circulation development.

Security Initiatives

Managed Detection & Response (MDR) Deployment

Our work with Arctic Wolf's security team has been excellent; we met at the end of September to review our visibility assessment and several aspects of our infrastructure to ensure that Arctic Wolf is collecting proper metrics. They did confirm that we did not have any external vulnerabilities and none of our staff credentials were found on the Dark Web – both of which were uncommon for Arctic Wolf customers.

We also began the process of ensuring that their containment software driver is installed on all systems. This driver allows our security team to isolate systems if malicious behavior is detected. We will be deploying this driver in preparation for a containment test scheduled for early October.

Enhanced Patron Notifications – MessageBee

SWAN staff attended a demo of MessageBee's List Communications functions. The tool is promising, and the interface seems straightforward to use. We are currently investigating these features internally and stress testing the software. During this process, we will determine whether a member pilot is necessary or whether we can simply go forward with internal demos and training for member staff to evaluate whether they wish to adopt the tool. We also need to obtain exact pricing details.

We also hosted a discussion of autorenewal notices at last month's Discovery and User Experience advisory meeting. Again, comments were mixed. We will have further discussions at October's Circulation Users and November's Circulation Advisory meetings before reconsidering the possibility of creating an autorenewal notice report. We have also been internally discussing the possibility of restructuring autorenewals themselves, as the absence of email notifications being included has opened the door to the possibility of changing our autorenewal schedule. Because autorenewals fail due to the presence of holds, and that a hold may be fulfilled by any item, it is often the case that a hold will be fulfilled shortly after a failure. We are considering a) moving autorenewal reports to later in the day after pick lists have been processed, or b) running the autorenewal report multiple times throughout the day in an attempt to renew items that may have failed once but be eligible after the holds landscape shifts. This possibility will also be part of the discussion at the upcoming circulation meetings.

External Collaboration & Partnerships

Meetings represent formal project-based meetings with vendors and collaboration projects within the larger library community.

Date	Event Name	Teams Involved	Topic
Alternate Tuesdays	ByWater - Aspen weekly check-in	All (UX Lead)	Partnerships
Wednesdays	Addison + SWAN + SirsiDynix Weekly Migration Meeting	All	Partnerships

Alternate Wednesdays	Aspen Grouped Work Working Group	Administration, Bibliographic Services	Partnerships
9/19/2023	Aspen Community Meeting	All	Partnerships
9/18/2023	BLUEcloud Sprint Review (SirsiDynix)	All	Partnerships
9/22/2023	Kanopy Demo for Members	User Experience	Partnerships
9/26/2023	MessageBee Marketing Features Demo (Internal)	All	Partnerships
9/27/2023	Arctic Wolf Endpoint Configuration Review	Information Technology & System Support, Administration	Partnerships
9/28/2023	DEI in Metadata LGBTQIA Working Group	Administration	Partnerships

Group Purchases

Kanopy conducted a webinar for SWAN member libraries on September 22nd and the [recording is available through the SWAN support site](#). Currently SWAN member libraries are in the 10% discount tier, and additional subscribers would increase the discount for all SWAN libraries to 15%.

Support, Documentation, and Training

Details on support tickets, documentation, and training.













Outage tracking

As previously noted in the August report, we encountered an issue with our domain registrar on September 7th. This occurred just prior to 1PM and was resolved later that evening.

On Wednesday, September 20th, Hoopla alerted us to authentication issues with SWAN. Hoopla appeared to have an invalid security certificate pinned, once this was updated on their end, authentication was restored.

We had also encountered sporadic search errors in our Aspen catalog. ByWater confirmed that a new “bot” has been indexing sites quite aggressively and the bot was difficult to lock down. They believe that the bot was successfully blacklisted, and it appears to have resolved the issue.

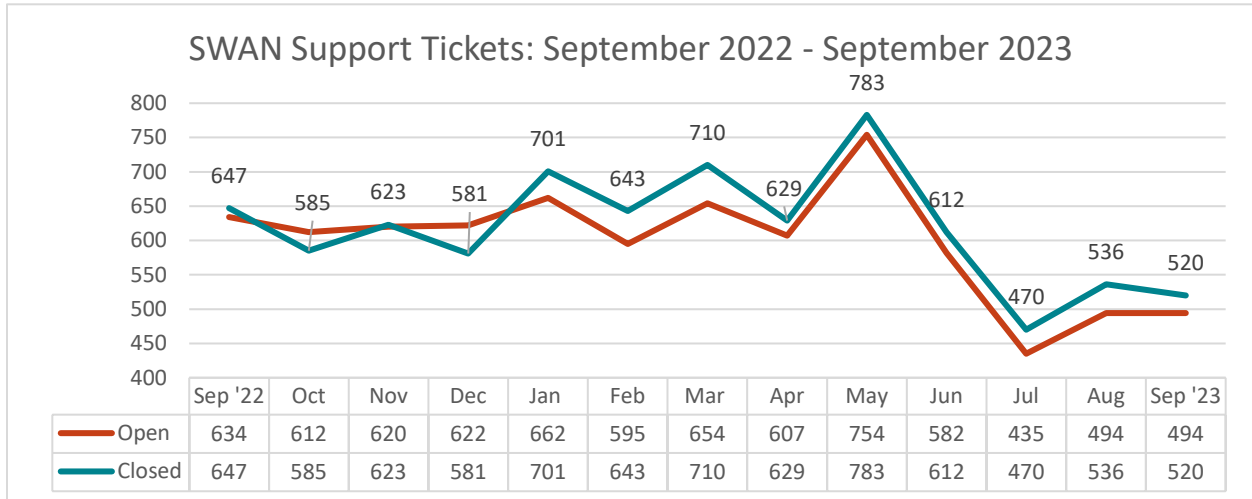
System Maintenance & Outage Calendar

	BLUEcloud Search Service Maintenance (Scheduled)	Wed 7/5/2023	Wed 7/5/2023	SirsiDynix scheduled maintenance window for BLUEcloud Search Service	
	Long running overnight processing reports	Tue 8/8/2023	Tue 8/8/2023	Due to Authority work – ADUtext ran long on Tuesday 8/8. Reports caught up by 10AM	
	Scheduled Rebuild of Authority and Thesauri Indexes	Sun 9/3/2023	Mon 9/4/2023	Reindexing of Authority and Authority Thesauri occurred over Labor Day weekend to finalize...	
	Domains expired with GoDaddy due to billing issue	Thu 9/7/2023	Thu 9/7/2023	swanlibraries.net expired on 9/2 and were frozen by GoDaddy on 9/7, resulting in total black...	
	Transit Label Generator and Patron Lookup Tools Offline	Thu 9/7/2023	Fri 9/8/2023	These two utilities were unavailable for some time after domain issue was resolved. These se...	
	Aspen Unresponsive	Sat 9/9/2023	Sat 9/9/2023	Issues were encountered with Aspen searches. Load was high on server, ByWater resolved q...	

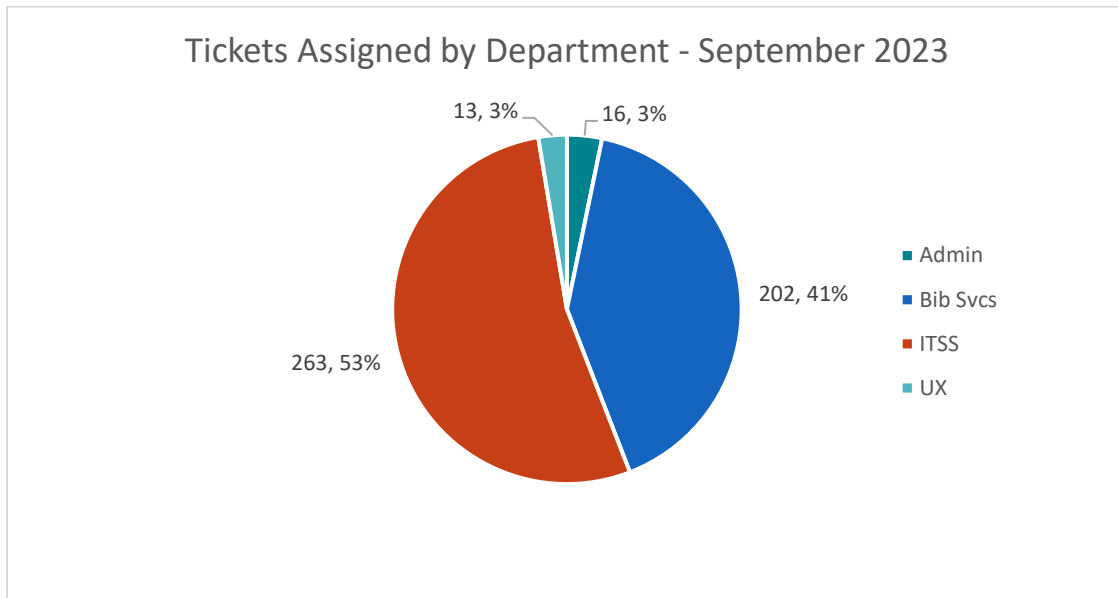
Support Tickets

SWAN support staff continue to maintain an excellent monthly Open/Closed ticket ratio. Overall ticket volume has been slightly lower than average, following the spike in tickets during the launch of MessageBee.

Data labels reflect tickets closed each month.



SWAN Support Tickets Opened/Closed in Past 12 Months



SWAN Support Tickets Assigned by Department

Support Site

Documentation Updates

- Beanstack documentation has been retired from the Support Site following the sunsetting of the SWAN Beanstack instance.
- SWAN staff are in the process of updating our “request a consultation” process through the support site.

Training Modules & Recordings

Learning Management System (SWAN Online Learning)

In September, we added 44 new users to the SWAN Online Learning management system.

The top completed courses are:

1. PS100: Circulation Basics
2. PS101: Patron Management
3. TS080: Searching in WorkFlows
4. PS104: Patron Accounts Blocks & Notes

We also added two new courses:

- PS108: Bills in a Patron Record
- TS303: Local Practices for Cataloging Local Materials

Staff Announcements

Network Administrator Position

Laurie Casiano was selected by the hiring team and joined SWAN as our new Network Administrator on Monday, September 25th. Laurie has extensive experience in the world of networking and has been familiarizing herself with the myriad of systems the ITSS team supports. We’re excited to have her join SWAN and are looking forward to restarting a couple of projects that had been placed on hold after Rudy’s departure.

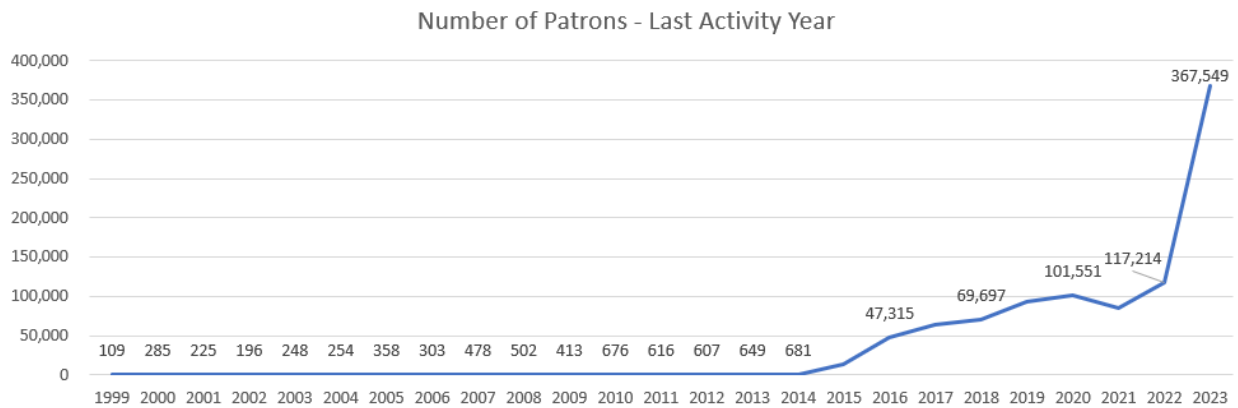
Maintenance

Automatic Monthly Patron Record Removal

In September, we purged 3,277 inactive patrons from the database.

As of early September, there were 367,549 patrons active in SWAN since the start of 2023. Coupled with 2022 active users (117,214) this represents 50% of the total patron database. Since January 1, 2020, 69% of the total patron database has been active. As we continue to update and remove

inactive users, the active percentage of patrons continues to increase. SWAN still recommends purging all patron records with last activity date prior to 1/1/2013 regardless of outstanding bills.



MessageBee Statistics

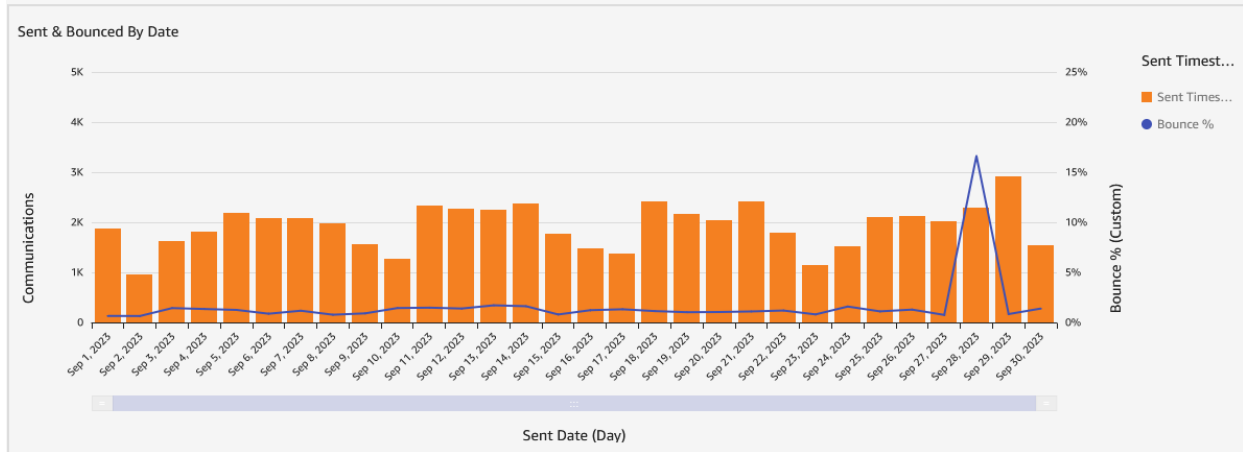
As of June 27, Email, SMS, and Voice notifications are all using MessageBee.

Our overall success rate for notices through MessageBee has been great. We did have one instance in late September when Verizon blocked the service, resulting in a slight increase in the SMS failure rate. This was quickly resolved by Unique and the messages were re-sent the following day. The spike in email failures on 9/7 was directly attributed to the domain issue that occurred the same day.

SMS notifications

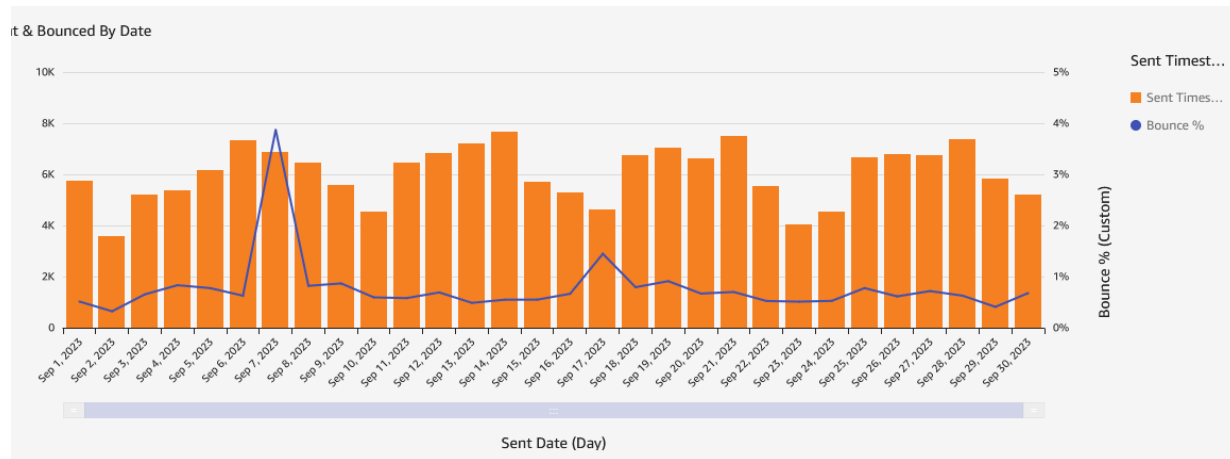
Month, Yr	SMS Sent	Success Count	Success Rate	Failed Count	Failure Rate
May 2023*	76,524	71,210	93.06%	5,314	6.94%
June 2023	52,750	52,148	98.86%	602	1.14%
July 2023	56,448	55,838	98.92%	610	1.08%
August 2023	59,620	58,949	98.87%	671	1.13%
September 2023	57,491	56,484	98.25%	1,007	1.75%

*SMS delivery began 4/26/23 - statistics include 4/26-4/30



Email notifications

Month, Yr	Email Sent	Success Count	Success Rate	Failed Count	Failure Rate
May 2023	10,127	10,066	99.40%	61.00	0.60%
June 2023	26,591	26,374	99.18%	217.00	0.82%
July 2023	178,975	177,568	99.21%	1,407.00	0.79%
August 2023	183,951	182,826	99.39%	1,125.00	0.61%
September 2023	176,347	174,972	99.22%	1,375.00	0.78%



Voice notifications

Month/ Year	Total Calls Attempted	Success Count	Success Rate	Failed Count	Failure Rate
September 2022	8,404	8,169	97.20%	235	2.80%
October 2022	8,503	8,165	96.02%	278	3.27%
November 2022	8,514	8,251	96.91%	263	3.09%
December 2022	7,615	7,324	96.18%	282	3.70%
January 2023	8,164	7,843	96.07%	308	3.77%

Month/ Year	Total Calls Attempted	Success Count	Success Rate	Failed Count	Failure Rate
February 2023	7,429	7,157	96.34%	263	3.54%
March 2023	8,856	8,536	96.39%	302	3.41%
April 2023	7,061	6,830	96.73%	218	3.09%
May 2023	7,687	7,414	96.45%	262	3.41%
June 2023	8,234	7,944	96.48%	278	3.38%
July 2023	8,006	7,741	96.69%	265	3.31%
August 2023	7,579	7,271	95.94%	299	3.95%
September 2023	7,423	7,093	95.55%	330	4.45%

SendGrid Statistics

SendGrid's overall volume has decreased significantly since MessageBee has taken over notices. We purged SendGrid's bounce list in early September. This will attempt to send to addresses that previously bounced. Emails that continue to bounce will be either invalid or otherwise restricted by SendGrid.

Month/Yr	Addresses				Messages				
	Total Requests	Total Processed	Success Rate (Delivered)	Addresses Bounced	Marked Spam	Invalid Emails	Blocks	Bounce Drops	Spam drops
September 2022		434,604	96.41% (418,980)	655	51	252	3,263	10,960	2,050
October 2022		446,583	96.80% (432,311)	618	48	273	2,919	9,567	2,247
November 2022	430,043	417,528	96.58% (415,344)	563	37	294	2,978	9,877	2,344
December 2022	415,738	402,970	96.42% (400,868)	455	45	244	2,917	10,208	2,316
January 2023	466,242	441,213	95.12% (443,495)	727	45	255	4,652	16,958	2,392
February 2023	386,428	379,687	97.69% (377,512)	1,154	35	249	1,698	4,231	2,261
March 2023	442,049	433,313	99.60% (431,561)	718	47	264	1,829	5,864	2,588
April 2023	424,082	412,771	96.93% (379,687)	647	42	297	2,341	8,435	2,579
May 2023	432,629	418,524	96.35% (416,824)	697	29	264	2,753	11,190	2,651
June 2023	369,101	357,454	96.43% (355,934)	703	34	151	2,102	9,191	2,305
July 2023	72,846	68,605	94.18% (68,236)	227	12	37	455	4,075	125
August 2023	83,716	76,374	91.23% (75,722)	407	2	48	861	7,168	126

				Addresses			Messages		
September, 2023	74,607	69,072	91.01% (67,917)	847	4	22	911	5,394	119

Appendix: Statistics

Cataloging & Collections

Cataloging statistics highlight the shared bibliographic database of physical materials maintained by our SWAN libraries and SWAN centralized cataloging staff.

OCLC Cataloging Counts

Counts do not include seventeen cataloging libraries. Original cataloging counts are new records created for SWAN and added to the OCLC WorldCat database. Copy cataloging counts are records downloaded from OCLC and added to SWAN's bibliographic database.

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Orig 2020	99	111	69	152	98	129	88	102	76	62	56	46	1,088
Copy 2020	1,908	1,717	1,863	2,270	2,357	2,496	2,237	1,886	2,405	1,723	1,901	1,704	24,467
Orig 2021*	41	53	54	73	49	88	49	71	80	65	72	104	799
Copy 2021*	1,632	1,847	1,911	1,480	1,720	1,756	1,580	1,916	2,367	1,463	2,295	1,802	21,769
Orig** 2022	84	143	93	57	106	97	52	133	87	74	55	77	1,058
Copy** 2022	1,808	2,283	2,059	2,299	2,239	1,886	1,976	2,706	1,944	1,918	2,010	2,275	25,403
Orig 2023	114	123	187	197	164	146	57	38	34				
Copy 2023	2,925	2,213	2,352	1,819	2,630	2,310	1,752	2,215	1,875				

Catalog title and item counts

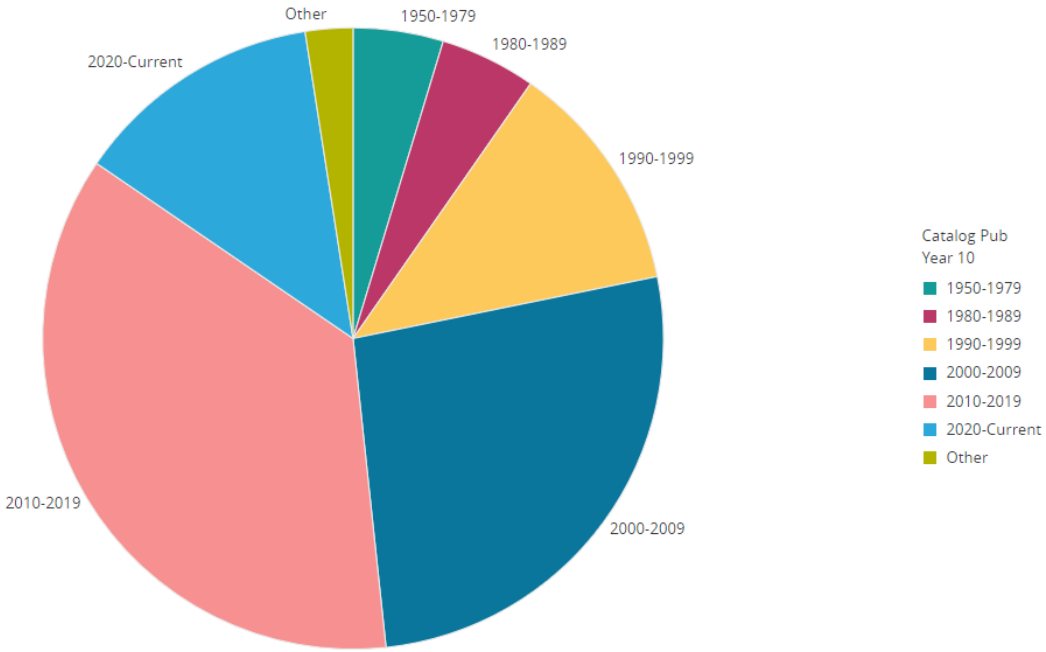
Title Count by Publication Year

Unique titles (catalog keys) were tallied based on publication year. Missing or inaccurate publication dates represent a very small percentage of the database. Current title count is 1.42 million, and 13% of the collection has a publication date of 2020 or later. Nearly half of the collection is from after 2010.

Catalog Pub Year(Group)	Number of Catalog Records	Percent to Total (Number of Catalog Records)
Total	1,416,015	100.00%
Other	35,475	2.51%
1950-1979	65,910	4.65%
1980-1989	70,804	5.00%
1990-1999	171,519	12.11%
2000-2009	375,275	26.50%
2010-2019	513,070	36.23%

2020-Current	183,962	12.99%
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Title Count by Publication Year

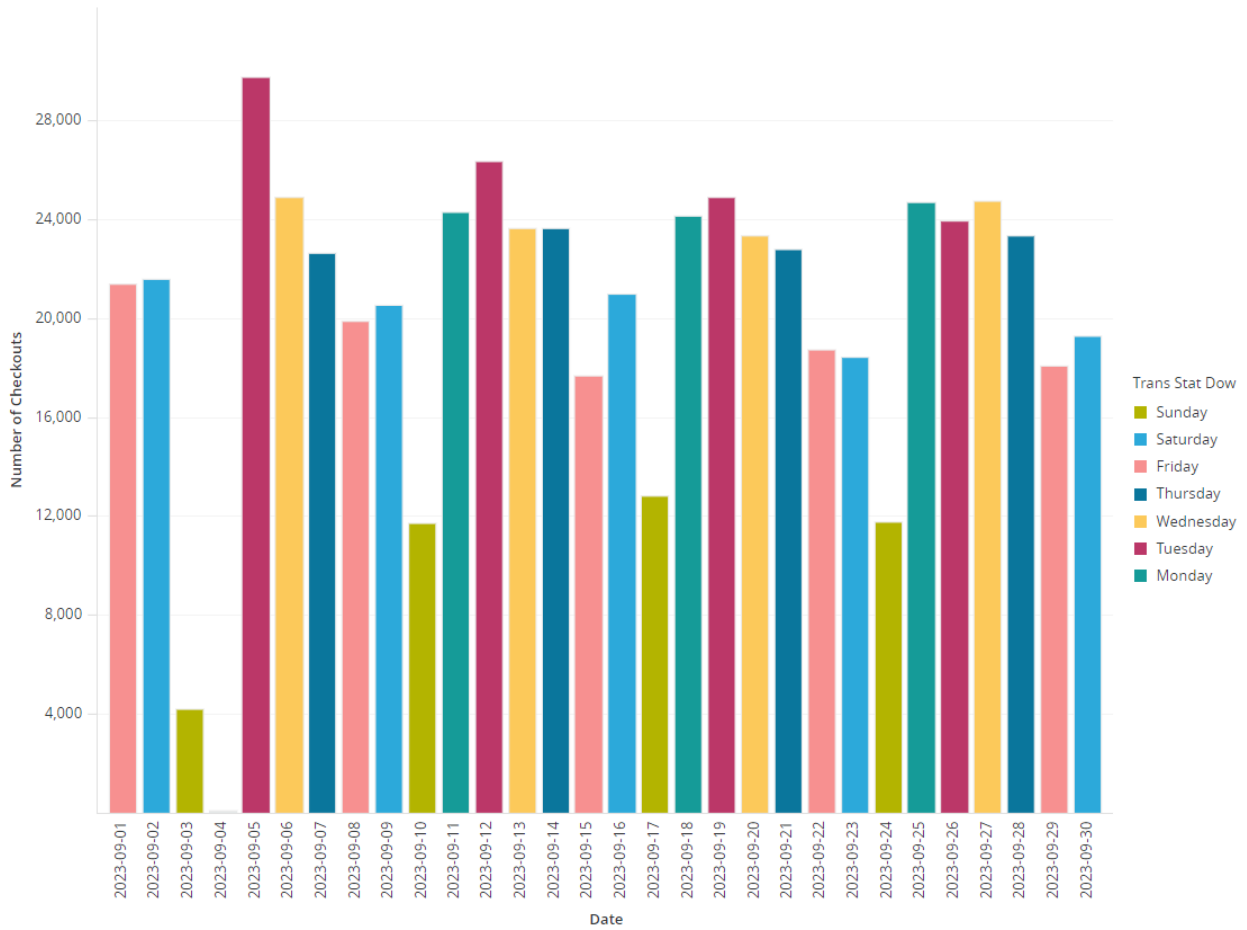


Circulation

Circulation in prior month

September 2023 circulation was 604,126 items, down from the peak of summer as usual.

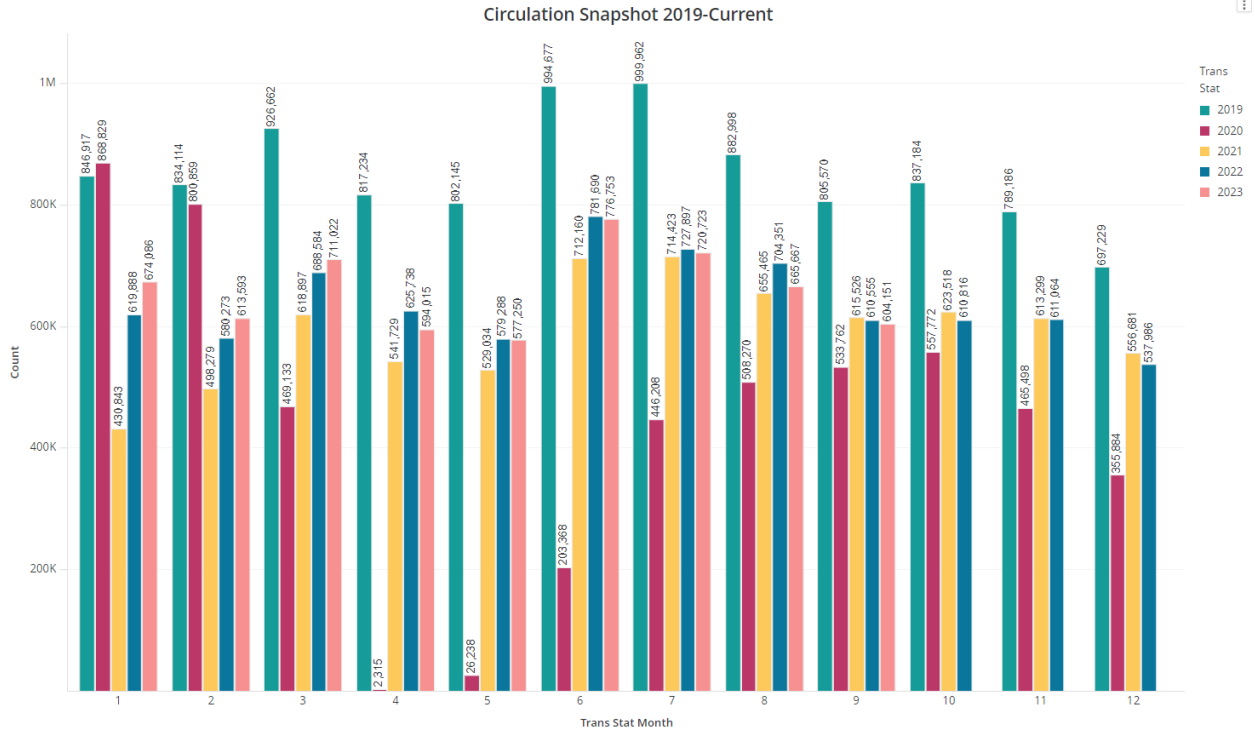
Daily Circulation Totals - Previous Month



This graph represents daily circulations throughout September. The gap on September 4th is due to Labor Day closures.

Monthly total comparison since 2019

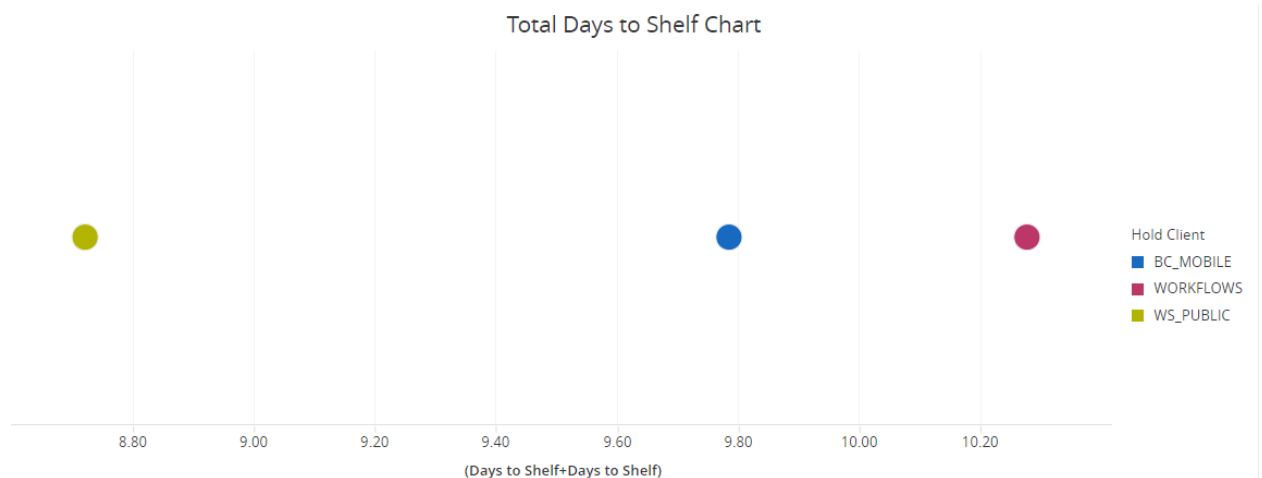
Physical circulation numbers are just below the monthly count from the previous year. (September 2022 saw 610,555 circulations.) The August 2023 circulation count is 73% of the circulation rate from September 2019.



Hold

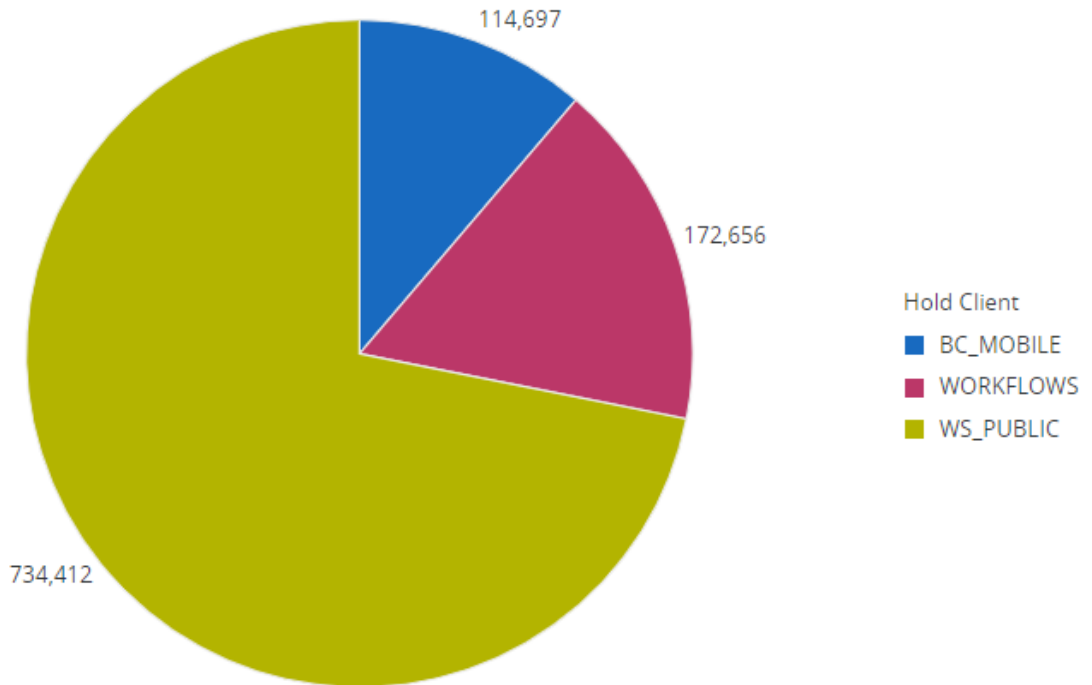
Time to Fill Analysis

Time to fill holds steady with hold placed in Aspen continuing to outperform those placed in Workflows and BLUEcloud mobile. These charts reflect the time between March 1st and August 31st, 2023.



During the six-month period, 734,412 holds were placed and filled in Aspen, compared to 114,697 in BLUEcloud Mobile and 172,656 in WorkFlows. About 72% of holds placed and filled during this period were placed in Aspen.

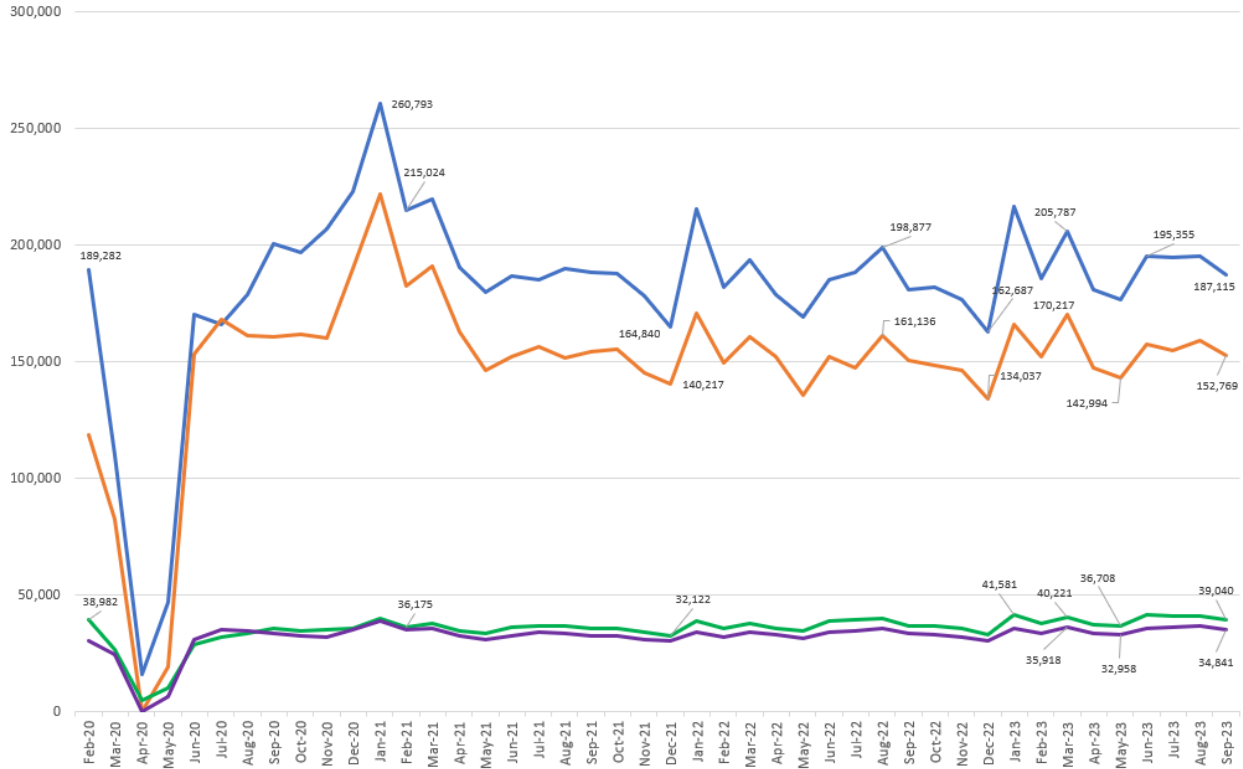
Holds Placed & Filled in Past 6 Months, by Hold Client



Holds Placement & Pick-up

The number of patrons placing holds was 39,040 in September, with 187,115 combined total holds placed.

Trends in Holds, Feb 2020 - Present



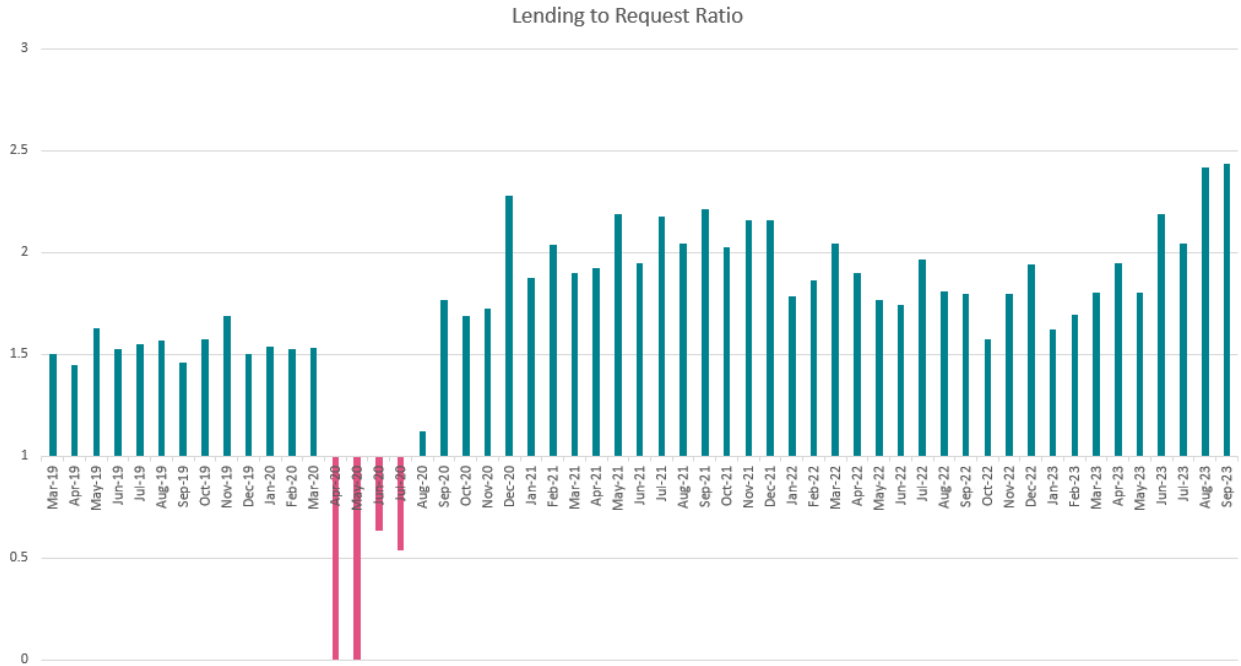
Interlibrary Loan & Resource Sharing

Interlibrary loan checkouts between SWAN members was 107,598 September. Non-SWAN reciprocal borrowing included 18,075 checkouts.

OCLC Worldwide Resource Sharing

As always, our combined OCLC interlibrary loan statistics show that SWAN continues to be a net lender. Last month we lent 3,020 items. SWAN loaned 2.4 items for each item borrowed, slightly higher than last month and our highest ratio since tracking began in March 2019.

The following chart shows our net lending ratio from March 2019 through last month.

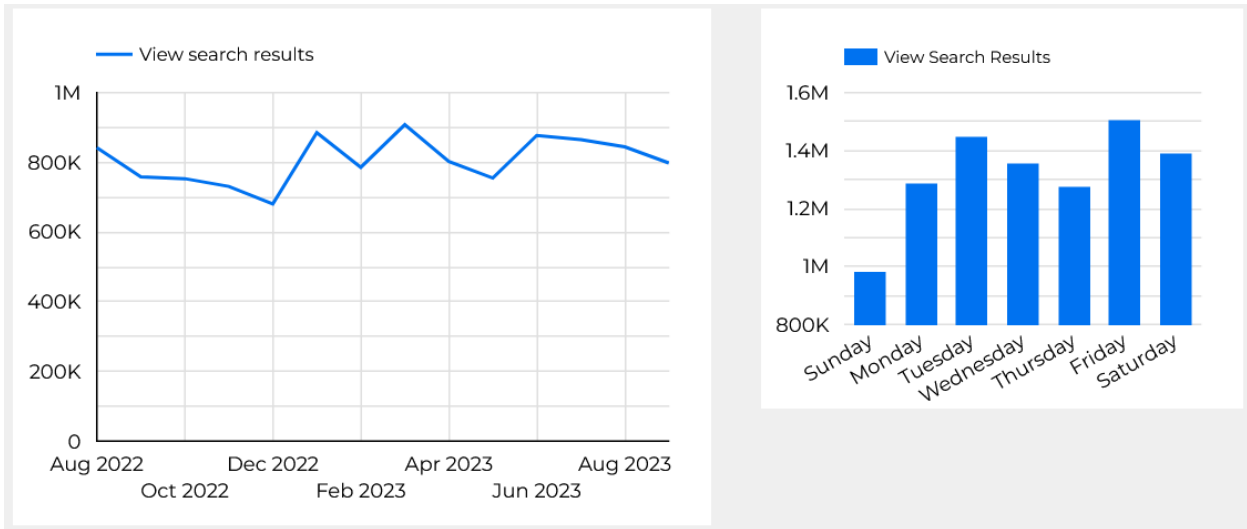


Online Public Catalog - Aspen

Top 25 Searches in Aspen (September 2023)

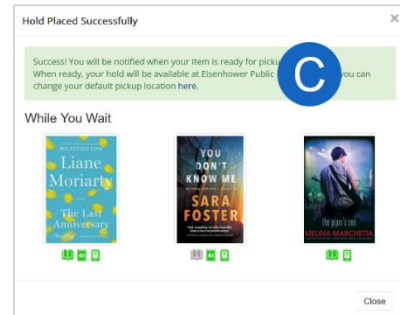
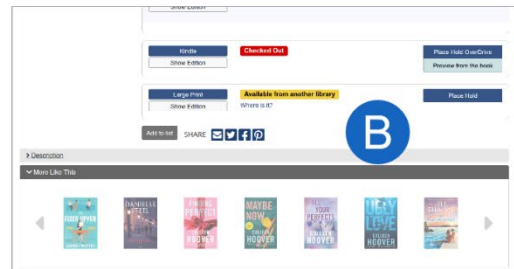
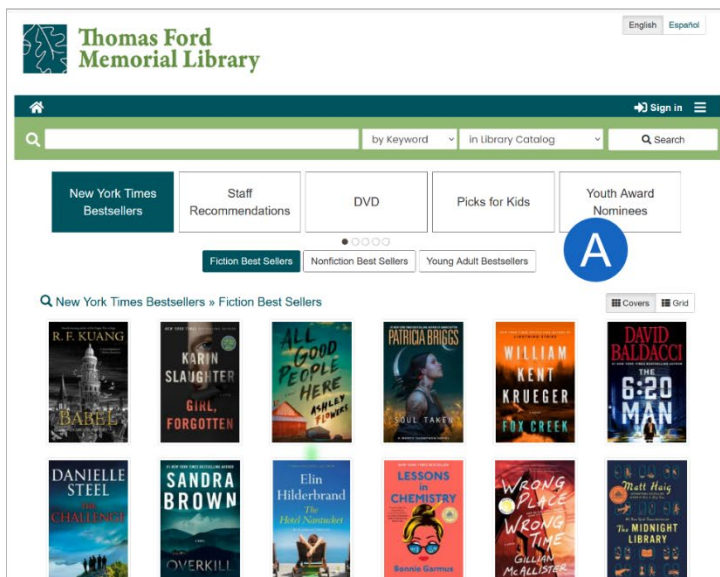
- | | | |
|-------------------------|---------------------|--|
| 1. halloween | 10. movies | 19. minecraft |
| 2. colleen hoover | 11. autumn | 20. the housemaid |
| 3. lessons in chemistry | 12. tom lake | 21. fantasy |
| 4. barbie | 13. holly | 22. jimmy buffett |
| 5. fall | 14. harry potter | 23. indiana jones and
the dial of destiny |
| 6. james patterson | 15. pokemon | 24. killers of the flower
moon |
| 7. apples | 16. fourth wing | 25. none of this is true |
| 8. stephen king | 17. nintendo switch | |
| 9. horror | 18. dvd | |

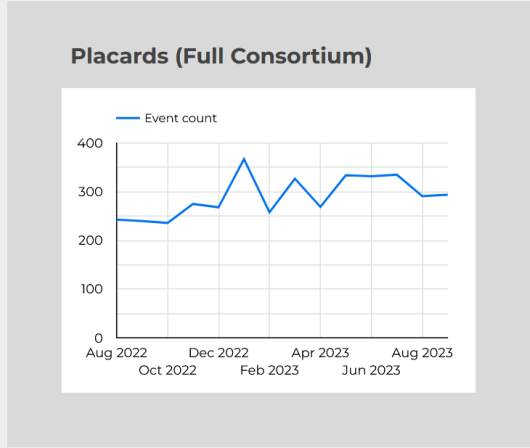
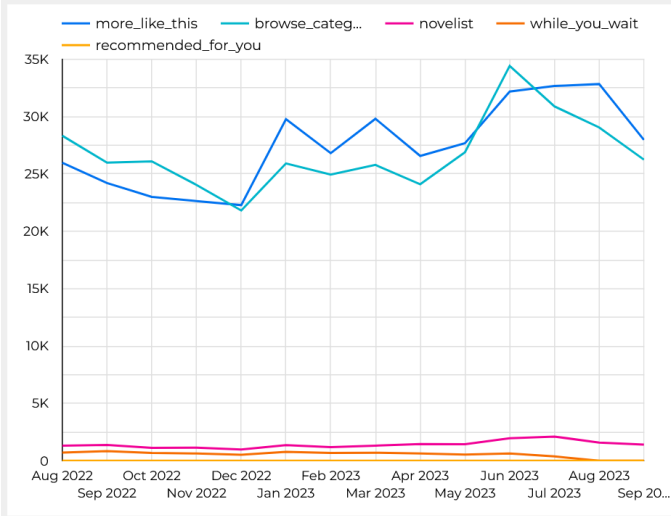
Results Pageviews in Aspen



Usage of Recommendations

Browse categories appear on the home page and they are generated by library staff (A). “More Like This” are auto-generated by Syndetics and appear on a grouped work or record detail page (B). “While You Wait” are auto-generated by Aspen, and appear when you place a hold or view your holds and checkouts (C). This data measures clicks on title recommendations presented to patrons.





SWAN
Calendar-Timetable of Deadlines and Board Action Requirements

DATE	MEETING TYPE	ACTION ITEMS
Friday, July 21, 2023	Regular SWAN Board Meeting	Elect Officers: President, VP, Treasurer, Secretary & Complete Signature Card Changes for Bank Accounts. OMA Officers must complete training. Nominate for committees.
Friday, August 18, 2023	Regular SWAN Board Meeting	Meeting conflicts with SWAN Expo. Decision on recommend to cancel meeting.
Thursday, September 7, 2023	SWAN Quarterly Meeting	Introduce new SWAN Board members
Friday, September 15, 2023	Regular SWAN Board Meeting	Closed session minutes 6 month review Identify SWAN policies to review. Review budget process timetable with SWAN Board.
Friday, October 20, 2023	Regular SWAN Board Meeting	Aaron begins work on FY25 budget, brings questions to SWAN Board if needed.
Friday, November 17, 2023	Regular SWAN Board Meeting	Board accepts FY23 audit. Aaron to bring FY25 Budget draft; Board discuss Fees and determines next steps. Board approves meeting dates for 2024 calendar
Thursday, December 7, 2023	SWAN Quarterly Meeting	Announce FY25 Budget Process
Friday, December 15, 2023	Regular SWAN Board Meeting	Review of FY25 Budget Draft
January 2024 (TBD)	SWANcom	Aaron Skog/Board announcement of draft budget to membership. Set February COW date and possible location of meeting.
Friday, January 19, 2024	Regular SWAN Board Meeting	Review and recommend draft of SWAN Budget for Membership presentation. Set COW date for February for membership review.
Tuesday, February 6, 2024	SWAN Committee of the Whole Meeting	Meeting to discuss FY25 budget, fees, and reserves worksheet.
Friday, February 16, 2024	Regular SWAN Board Meeting	Incorporate changes, suggestions to SWAN budget. Create recommendation to membership. SWAN Board Election Process Review.
Thursday, March 7, 2024	SWAN Quarterly Meeting	Roll call vote to approve SWAN budget. Announce Board election process.
Friday, March 22, 2024	Regular SWAN Board Meeting	Ratify budget. Determine if Personnel Committee meeting is needed.
Friday, April 19, 2024	Regular SWAN Board Meeting	Review and approve Board Self Evaluation Form; assign date for completion. Review proposed Bylaws changes (if any). Vote on recommendation to membership; send out SWANcom notification of amendment.
Friday, May 17, 2024	Regular SWAN Board Meeting	Director Evaluation - Provide results and discuss (Executive Session). Review Board Self-Evaluation Results.
Thursday, June 6, 2024	SWAN Quarterly Meeting	Board Election Results. Vote on Bylaw amendments (if any).
Friday, June 21, 2024	Regular SWAN Board Meeting	SWAN Executive Director evaluation. Review/Write Off Allowance for Doubtful Accounts.

Date: October 20, 2023
To: SWAN Board
From: Aaron Skog, Executive Director
Re: LIMRiCC Amendment



The Library Insurance Management and Risk Control Combination (LIMRiCC) provides medical, dental, vision, and life insurance benefits to SWAN employees.

LIMRiCC has requested its members to vote on (1) administrative changes to its intergovernmental agreement, and (2) “substantial” changes to the intergovernmental agreement.

The two resolutions are included in the October 20, 2023 meeting packet, along with the updated agreement.

Below is an explanation of the changes in the two resolutions, as provided by LIMRiCC Board of Directors, Jennie Mills. The LIMRiCC Board approved these Resolutions to go out on July 26, 2023.

“This has been a project of the LIMRiCC board for a while. Many of the changes are just administrative in nature, a lot of them can be ignored, truly, if you are only a UCGA member, and if you're a PHIP/SHIP/HIP member, I do believe the changes will make the pool stronger.”

Jennie Mills, Director, Shorewood-Troy Library

Chair of LIMRiCC Board

1. For the Administrative Resolution:

Section 2. LIMRiCC is requesting a change to the acronym by which we refer to the Health Insurance plan (right now referred to as PHIP - Purchase of Health Insurance Plan or SHIP - Self-Insurance Health Insurance Plan) to HIP- Health Insurance Plan

Section 3. LIMRiCC is tidying up some language in the IGA

Section 4. LIMRiCC may appoint a designee to handle a piece of business

Section 5. For UCGA membership, it adds language about how it assists in filing for a refund with the Illinois Department of Employment Security.

Section 6. LIMRiCC no longer employs staff (we contract with Lauterbach & Amen), so this moves this duty to the Board of Directors

Section 7. Cleans up language.

Section 8. LIMRiCC no longer offers a plan called JSIP (Joint Self-Insurance Pool), which was a Property & Casualty Plan - Please contact LIRA if your library is interested in coverage like that. The updated IGA is removing all references to JSIP.

Section 9: Removing references to JSIP

Section 10: Removing references to JSIP

Section 11: Removing references to JSIP

Section 12: Cleaning up language

Section 13: Updating the address to the current address (the old address in the IGA is not current and hasn't been for about 5-6 years).

Section 14: Removing references to JSIP

Section 15: Notices may also come from emails, not just mailings.

Section 16: Cleans up the language in the IGA

Section 17: Simplifies the language in the IGA

Section 18: Simplifies the language in the IGA

Section 19: Simplifies the outdated language in the IGA (we're no longer in the year 2015...)

Section 20: Simplifies the language

Section 21: Updates the language

Section 22: Fixes a typo

Section 23: LIMRiCC no longer employs an Executive Director

Section 24: Updates the address again

Section 25: Simplifies the language

Section 26: Updates the address again

Section 27: LIMRiCC no longer has a staff (we contract with Lauterbach & Amen), so it deletes the word "staff"

Section 28: Capitalizes a word

Section 29: Suggest November 15th, 2023 for the new agreement date

Section 29: Each member affected by the amendments will receive notice of the amendments and the notice period and a voting ballot

Section 30: The new IGA will need 2/3rds of the membership to approve

Section 31: The President of the Library Board will be authorized to sign, and the Secretary is authorized to attest the resolution upon passage by the Library Board

2. 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

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
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**

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.



**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

Draft Customer Satisfaction Survey for SWAN Board Consideration

Note to Board:

After considering Aaron's thorough contemplations on a customer satisfaction survey which places the survey within the context of the current strategic plan and considers the input of the SWAN management team, the task force proposed a revision of Aaron's survey draft. Aaron shared this proposed revision with the SWAN administrative team, and they agreed to the following revisions:

- Limiting the survey to one response per library. The survey will be sent to directors, and directors may either solicit feedback from their frontline staff and complete the survey or delegate its completion to a manager more intimately familiar with the software.
- Editing the question language to more narrowly focus on "software products" than on SWAN (as this could be construed to mean services such as training and technical support, which are outside the scope of this survey).
- Providing (if technically possible) the opportunity for respondents to include screenshots of specific problems with software products.

There is one area where the task force and SWAN administration disagreed, and we request input from the board on this area:

The task force proposed narrowing the number of products in the survey to just those currently purchased from SirsiDynix. The upcoming deadline to renew our contract with SD puts our relationship to SD products front and center. While no one wants to rush to an RFP for alternate products, the task force feels imperative to provide an opportunity to membership to voice concerns about SD products soon, to give us the maximum opportunity to use our leverage as a large customer to negotiate for timely product improvements in the near future. While satisfaction with Message Bee and Aspen Discovery are of interest, the task force sees these "layover" products as of secondary importance to the SD contract issue and OCLC WorldShare as tangential to the current conversation entirely.

SWAN administration favors keeping both SD and non-SD products in the survey. Their thinking is that while the SD agreement is a priority, we should be making sure that other areas of SWAN's platform are meeting the library's needs:

- They think it is extremely important to know how our libraries feel about Aspen Discovery. SWAN made that switch after the first Clarity Task Force identified that as a major pain point. If we find that there is a majority dissatisfied with our

Workflows/ILS, it will be important to know if the eventual scope of our environmental scan will need to also look into discovery solutions as well. It will be helpful for Jesse and Anna in their task force to know whether they should focus only on the library staff client solution or whether their scope is indeed much larger.

- They feel determining satisfaction with the OCLC WorldShare would be important to know, especially with RAILS Find More Illinois getting so much promotion. CCS is going to be voting next month on if their consortium should join Find More Illinois, so it would be extremely helpful for the SWAN Board to know how our membership feels about the OCLC platform solution. Depending on how the CCS vote goes, the SWAN Board may be approached to undertake an evaluation of Find More Illinois.
- Lastly, they envision that this survey should be sent out annually, not just this year. That means keeping in something new like MessageBee, as we will want to make sure over time our libraries are happy with that solution.

Please find below a revision of the survey, with both an introduction to the 4-platform and 7-platform versions.

Intro to 4-platform version:

Dear SWAN Library Directors,

In an effort to obtain valuable and meaningful feedback from SWAN member directors and front-line staff in SWAN libraries, this survey is being conducted to help determine the most prominent and/or recurring issues members find challenging with the current SirsiDynix products used by SWAN:

- WorkFlows
- BLUECloud Analytics
- BLUECloud Mobile (mobile app)
- MobileCirc/MobileStaff

While it is too late to consider not renewing our upcoming SirsiDynix contract for at least one more year (this is slated for its final year of renewal May 1, 2024), information obtained here will be helpful to the SWAN Board and administration to use our leverage as a large customer to negotiate timely future product improvements, to provide further training to current SWAN library staff members, and/or to consider other product options in the future.

This survey narrowly focuses on the products which SWAN currently purchases from SirsiDynix because the future of SWAN's contract with SirsiDynix is perceived to be of the highest priority. Therefore, feedback on other software platforms, such as Aspen Discovery and Message Bee, while of interest, will be left for another time.

In preparation to answer this survey, please reach out to your front-line staff for specific issues you have with our current SirsiDynix products. Where appropriate, please collect screen shots and any remedies you have attempted to solve the problem.

Intro to 7-platform version:

Dear SWAN Library Directors,

In an effort to obtain valuable and meaningful feedback from SWAN member directors and front-line staff in SWAN libraries, this survey is being conducted to help gauge your satisfaction with the following products used by SWAN:

- WorkFlows
- BLUECloud Analytics
- BLUECloud Mobile (mobile app)
- MobileCirc/MobileStaff
- Aspen Discovery
- Message Bee
- OCLC WorldShare

The intention of this satisfaction survey is gather your feedback annually, and to review the results with the SWAN Board and leadership.

Of interest for this year's survey is the renewal of the SirsiDynix agreement. While it is too late to consider not renewing our upcoming SirsiDynix contract for at least one more year (this is slated for its final year of renewal May 1, 2024), information obtained here will be helpful to the SWAN Board and administration to use our leverage as a large customer to negotiate timely future product improvements, to provide further training to current SWAN library staff members, and/or to consider other product options in the future.

The other products listed here include those that are very new (MessageBee), and those that have been in place for several years (Aspen Discovery). We include the Illinois State Library OCLC WorldShare as well (which includes WorldCat, WorldShare

ILL, etc.). Your feedback will help guide SWAN with assessing the satisfaction of these products currently under contract.

In preparation to answer this survey, please reach out to your front-line staff for specific issues you have with our current, lists products. Where appropriate, please collect screen shots and any remedies you have attempted to solve the problem.

Survey starts here:

Q1. Please rate your satisfaction with each of the following SirsiDynix products.

WorkFlows

Dissatisfied	Satisfied	Very Satisfied	Not applicable to me
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BLUECloud Analytics

Dissatisfied	Satisfied	Very Satisfied	Not applicable to me
--------------	-----------	----------------	----------------------

BLUECloud Mobile (mobile app)

Dissatisfied	Satisfied	Very Satisfied	Not applicable to me
--------------	-----------	----------------	----------------------

MobileCirc/MobileStaff

Dissatisfied	Satisfied	Very Satisfied	Not applicable to me
--------------	-----------	----------------	----------------------

[From here, skip to Q2 if 4-platform version chosen.]

Aspen Discovery

Dissatisfied	Satisfied	Very Satisfied	Not applicable to me
--------------	-----------	----------------	----------------------

Message Bee

Dissatisfied	Satisfied	Very Satisfied	Not applicable to me
--------------	-----------	----------------	----------------------

OCLC WorldShare

Dissatisfied	Satisfied	Very Satisfied	Not applicable to me
--------------	-----------	----------------	----------------------

Q2. Considering your overall experience with the above four SirsiDynix software products, how well do the currently provided products meet the needs of your library?

0=poorly ----- 10=extremely well

Q3. For the products for which you indicated satisfaction, please provide detailed feedback on which features of which products you appreciate.

[long-form text box]

Q4. For the products for which you indicated dissatisfaction, please provide detailed feedback on which features of which products you find problematic. Where appropriate, please attach screenshots and share attempted solutions.

[long-form text box with spots for sharing multiple screenshot files]

Date: October 20, 2023
To: SWAN Board of Directors
From: Aaron Skog, Executive Director
Re: FY25 Budget goals



The initial budget for the fiscal year 2025 will include some revenue changes and possible new expenses. I wanted to note those for you in advance before proceeding with the first meeting of the SWAN Finance Committee.

SWAN membership fees

This budget will need to include a full year of Addison Public Library membership revenue, which is estimated at \$69,474. If Prairie State College decides to officially cancel its membership in SWAN, the revenue loss would be \$18,333 annually.

Notifications enhanced with MessageBee

The MessageBee service is a monthly expense so we will have an accurate budget for the next budget year. The monthly invoices for July, August, and September were \$6,690.50 which would be an annual expense of \$80,286.

Support site hosting with Pantheon.io

I am evaluating multiple year options for the hosting of the SWAN Support site with our web host provider Pantheon. One option is to agree to a three-year contract, which would be paid in full, but eliminate escalations for the initial 2 years. The current hosting expense is \$7,375 per year.

Identity Provider: single sign on

The technology infrastructure for SWAN's platforms would benefit from a service called an identity provider (IdP). This would allow several of SWAN's support websites to utilize a single sign on with a user ID and password. The goal would be to have SWAN Support, ticketing system, community forums, and learning management system all utilize the same login and password for individual staff at member libraries, greatly simplifying the experience of member library staff. Our research and pricing are being finalized for recommendation to include in the FY25 budget. Pricing for an IdP is typically based on the number of user accounts that must be supported, so we are working with RAILS IT to compare the active list of SWAN users in L2 with the active users in our Support site.

Help desk ticketing system subscription

The current ticketing system SWAN is using is showing its age and we included replacing it in our projects for 2024. Our IT & System Support team is gathering vendor provided solutions for comparison. I will have a cost estimate to include in the FY25 budget draft.