

JOINT POWERS AGREEMENT

LYNX LIBRARY CONSORTIUM

Dated Effective March 1, 2024

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I JOINT POWERS ENTITY.....	2
1.1 Establishment of Separate Legal Entity; Name	2
1.2 Membership	2
1.3 Nature of Lynx.....	2
1.4 Duration	3
1.5 Purpose.....	3
ARTICLE II GOVERNANCE AND ADMINISTRATION.....	3
2.1 Governing Board.....	3
2.2 Delegated Powers.....	3
2.3 Withheld Powers.....	4
2.4 Bylaws.....	5
2.5 Open Meetings	5
2.6 Public Records	5
2.7 Procurement	5
2.8 Administrator	5
2.9 Employees.....	6
2.10 Treasurer	6
2.11 Clerk.....	6
2.12 Membership Requirements	6
2.13 Procedure for Joining Lynx	7
2.14 Voluntary Withdrawal of a Member Library	8
2.15 Corrective Action.....	9
2.16 Expulsion of a Member Library.....	9
2.17 Reinstatement.....	10
2.18 Dissolution of Lynx and Termination of this Agreement.....	10
ARTICLE III OPERATIONS.....	11
3.1 Member Library Rights and Responsibilities	11
3.2 ILS	11
3.3 Courier	13
3.4 Ownership and Control of Materials.....	14
ARTICLE IV FINANCIAL MATTERS	14
4.1 Fiscal Year	14
4.2 Budget.....	14
4.3 Expenditures	15
4.4 Annual Financial Audit.....	15
4.5 Annual Appropriations; Indebtedness.....	15
4.6 Lynx Funds	15
4.7 Lynx Contingency Fund	15
4.8 Cost-Sharing	15

4.9	Excessive Use of Other Member Libraries	15
4.10	Billing Statements	16
4.11	Participation Contingent Upon Funding	16
4.12	Limitation of Liability.....	16
4.13	Insurance	17
ARTICLE V	GENERAL PROVISIONS	17
5.1	Recitals.....	17
5.2	Amendments	17
5.3	Assignment	17
5.4	Notices	17
5.5	Good Faith	17
5.6	Further Assurances.....	18
5.7	Interpretation.....	18
5.8	Governing Law	18
5.9	Headings	18
5.10	Variation of Pronouns	18
5.11	Exhibits	18
5.12	Severability	18
5.13	Counterparts; Electronic Transmission.....	18
5.14	Construction.....	18
5.15	Discrimination Prohibited.....	18
5.16	No Third Party Rights.....	18
5.17	Mediation	19
5.18	Authorization	19
5.19	Entire Agreement.....	19

- Exhibit A: Lynx Bylaws
- Exhibit B: Lynx Membership Standards
- Exhibit C: Excessive Use Compensation

**JOINT POWERS AGREEMENT
LYNX LIBRARY CONSORTIUM**

THIS JOINT POWERS AGREEMENT (this “Agreement”) is entered into as of March 1, 2024 (the “Effective Date”), by and among the public agencies identified in Section 1.2 herein (each a “Party” and collectively, the “Parties”).

RECITALS

A. WHEREAS, certain of the Parties initially founded the LYNX! Consortium—an inter-library cooperative enterprise—in 1973 to share resources and enhance community library access;

B. WHEREAS, since its inception, the LYNX! Consortium has grown in membership and scope;

C. WHEREAS, the Parties are current signatories to that certain Agreement for LYNX! Consortium Services entered into effective March 29, 2016 (the “Prior Agreement”), which Prior Agreement is terminated, superseded and replaced by this Agreement;

D. WHEREAS, by the provisions of Chapter 26 (Public Libraries) and Chapter 27 (Public Library Districts), Title 33, Idaho Code, the Parties have certain responsibilities and authority with regard to the promotion, establishment and development of public library service;

E. WHEREAS, in furtherance of their obligations and responsibilities under statute, the Parties desire to share in technology and services to enhance efficiencies, reduce costs and remove barriers to access for the people of Idaho;

F. WHEREAS, to such end, the Parties desire to form a separate legal entity in order to make the most efficient use of their powers and to cooperate to their mutual advantage in accordance with the provisions of Sections 67-2326 through 67-2330, Idaho Code (the “Joint Powers Act”); and

G. WHEREAS, the Parties desire and intend by this Agreement to set forth their understanding and agreement with respect to their joint exercise of powers and the costs and responsibilities to be borne by each in connection therewith.

NOW THEREFORE, in consideration of the foregoing recitals, which are a part of this Agreement and not mere recitals, and of the other considerations, purposes, terms and conditions set forth herein, and for other good and valuable consideration, the Parties covenant and agree as follows:

AGREEMENT

ARTICLE I JOINT POWERS ENTITY

1.1 Establishment of Separate Legal Entity; Name. Pursuant to the Joint Powers Act, there is hereby established a separate legal entity to be known as the “Lynx Library Consortium, a joint powers entity” comprised of public libraries and public library districts operating and existing pursuant to Chapter 26 (Public Libraries) and Chapter 27 (Public Library Districts), Title 33, Idaho Code, and governed by this Agreement and the Bylaws (as defined below), as each may be amended, restated, modified, or supplemented (hereinafter, “Lynx”). Lynx shall assume the execution of powers as further set forth herein as of the Effective Date.

1.2 Membership. As of the Effective Date, the following libraries are Parties to this Agreement and members of Lynx (each a “Member Library” and collectively, the “Member Libraries” as further defined below):

- Ada County Free Library District, d/b/a Ada Community Library, 10664 W. Victory, Boise, ID 83709
- Boise Public Library, 715 S. Capitol Blvd. Boise, ID 83702
- Caldwell Public Library, 1010 Dearborn, Caldwell, ID 83605
- Eagle Public Library, 100 N. Stierman, Eagle, ID 83616
- Emmett Public Library, 275 S. Hayes Ave., Emmett, ID 83617
- Garden City Library, 6015 Glenwood, Garden City, ID 83714
- Kuna Library District, 457 N. Locust Ave., Kuna, ID 83634
- Meridian Free Library District, d/b/a Meridian Library District, 1326 W. Cherry Lane, Meridian, ID 83642
- Mountain Home Public Library, 790 N. Tenth E., Mountain Home, ID 83647
- Nampa Public Library, 215 12th Avenue South, Nampa, ID 83651
- Twin Falls Public Library, 201 Fourth Ave. East, Twin Falls, ID 83301

The terms “Member Library” and “Member Libraries” include (i) each Party listed in this Section 1.2 above and (ii) each library hereafter admitted to Lynx pursuant to the terms of this Agreement, but exclude (iii) each library who voluntarily withdraws or is expelled from Lynx pursuant to the terms hereof, and (iv) any Member Library on suspended or inactive status pursuant to the terms of this Agreement and/or the Bylaws.

Each Member Library is managed by an elected or appointed library board of trustees vested with ultimate oversight of the Member Library. Public library Member Libraries operating and existing under Chapter 26, Title 33, Idaho Code, are additionally subject to budgetary oversight by their respective city councils. Each Member Library will be considered as a single entity encompassing all its branches, outreach and mobile services.

1.3 Nature of Lynx. Lynx is a joint agency of the Member Libraries and as a joint agency of the Member Libraries shall have all rights, powers and privileges as are lawfully and expressly delegated to Lynx under this Agreement and no others. Any act, undertaking, liability

or obligation incurred or caused in excess of such delegated authority shall be deemed to be *ultra vires* and shall not be binding upon any of the Member Libraries. Notwithstanding the foregoing, Lynx may exercise all implied powers that may be implied from any express delegation of powers and as may be necessary to fully effectuate and accomplish the express powers so delegated herein.

1.4 Duration. The duration of this Agreement is perpetual unless terminated or dissolved as herein provided.

1.5 Purpose. The purpose of Lynx is to enhance the availability of library services, increase access to information, and help assure an informed electorate, consistent with library purposes as identified in Idaho Code. To this end, Lynx seeks to: (i) reduce costs and increase efficiency, convenience and relevancy of library services, (ii) increase access to library materials, (iii) improve access to technology, (iv) promote library-to-library cooperation and resource sharing through a shared integrated library system (the “ILS” as further described and defined in this Agreement), (v) improve services to all Member Library populations, and (vi) provide each Member Library with services, resources, and training to enhance services as deemed appropriate by the Board.

ARTICLE II GOVERNANCE AND ADMINISTRATION

2.1 Governing Board. Lynx shall be governed by a joint board of directors consisting of one (1) representative from each Member Library (the “Board” or the “Lynx Board”). Each Member Library’s seat on the Board shall be filled by the Member Library’s library director or their designee. Members of the Board are referred to herein as “Board Members.” Each Board Member shall have one (1) vote on all matters determined by the Board. The Board shall meet not less than quarterly at a time and place set by the Board, all as further set forth in the Bylaws (as defined below).

2.2 Delegated Powers. The following powers are delegated to Lynx by the Member Libraries, which powers shall be vested in the Board:

A. To adopt and amend bylaws not in conflict with the constitution and laws of the state of Idaho (the “State”) for carrying on the business, objects and affairs of the Board and of Lynx;

B. To establish policies for the administration and operation of Lynx;

C. To establish an annual budget, have control of the expenditure of all funds of Lynx, and oversee the financial management of Lynx;

D. To determine and collect fees, dues and other funds from the Member Libraries to fund Lynx pursuant to the terms of this Agreement;

E. To appoint, hire, supervise, evaluate, retain and dismiss the Administrator (as defined in Section 2.8) and such other personnel and agents as the Board deems necessary and to

determine reasonable compensation for such personnel;

F. To enter into contracts and agreements, cooperative and otherwise, affecting the affairs of Lynx;

G. To acquire personal property by purchase, devise, lease or otherwise, and to own and hold such personal property for the use and purposes of Lynx including, but not limited to, books and other library materials, supplies, software, vehicles and equipment, and to insure the personal property of Lynx;

H. To acquire real property by lease for the use and purposes of Lynx;

I. To sell, exchange or otherwise dispose of personal property when no longer required by Lynx;

J. To insure real and personal property of Lynx;

K. To purchase services for the use and purposes of Lynx;

L. To determine all ILS products and services to purchase and to determine all information technology (IT) products and services to use with the ILS;

M. To solicit and accept grants, donations, gifts and other moneys or personal property for the use and purposes of Lynx;

N. To invest any funds of Lynx in accordance with the public depository law and other applicable State and federal laws; and

O. To exercise such other powers explicitly provided for in this Agreement.

2.3 Withheld Powers. Lynx shall have only those powers expressly granted to it in this Agreement. Nonetheless, for the avoidance of doubt, the following powers are expressly not granted to Lynx and shall remain with the Member Libraries, which list is not intended to be exhaustive:

A. Lynx shall have no authority over the library services, practices and properties of individual Member Libraries other than as expressly granted in this Agreement. Specifically, Lynx shall have no power or authority to make or enforce policy with regard to management of Member Library collections, challenged materials or removed materials and all patron challenges to such policies must necessarily be brought at the local Member Library level. No Member Library shall have control or authority over the collection of any other Member Library.

B. Except as provided in Section 2.2H, Lynx shall have no authority to acquire real property by purchase, gift, devise, or otherwise, without first obtaining the approval of each Member Library.

C. Lynx shall have no authority to borrow money or incur a debt that exceeds the annual appropriation available to pay such borrowing or indebtedness.

2.4 Bylaws.

A. The Board shall be governed by Bylaws attached hereto as **Exhibit A** (the “Bylaws”) specifying the initial members of the Board, the powers and duties of the Board, and the procedural method and manner by which the Board shall conduct its business and affairs, as such Bylaws may be amended from time to time.

B. The power to make, alter, amend or repeal the Bylaws shall be vested in the Board, and the Bylaws may contain any provision for the regulation and management of the affairs of Lynx not inconsistent with this Agreement and the laws of the State of Idaho (the “State”). The Bylaws may be amended from time to time by the affirmative vote of seventy-five percent (75%) of all Board Members. Upon amendment, Exhibit A of this Agreement shall be replaced with such amended Bylaws.

C. The Board may create and dissolve such committees, taskforces and work groups as necessary to its operations, and provide additional Bylaws therefor as may be necessary for their operation.

2.5 Open Meetings. Meetings of the Board shall be conducted in accordance with the provisions of Idaho Open Meetings Law, Chapter 2, Title 74, Idaho Code, and any amendments and/or re-codification thereof.

2.6 Public Records. All records of Lynx shall be maintained and provided and subject to disclosure under the provisions of the Public Records Act, Chapter 1, Title 74, Idaho Code, and any amendments and/or re-codification thereof.

2.7 Procurement. Services and personal property shall be procured by Lynx in accordance with the requirements of Chapter 67, Title 68, Idaho Code, and any amendments and/or re-codification thereof.

2.8 Administrator.

A. The Board may appoint an administrator for Lynx (the “Administrator”), who shall serve at the pleasure of, directly report to, and be under the direction and control of, the Board. The Administrator shall (i) advise the Board, (ii) implement policy set by the Board, (iii) oversee coordination between Member Libraries on Lynx matters, (iv) supervise all Lynx staff, agents and contractors, (v) manage the day-to-day operations of Lynx, and (vi) handle such other tasks and responsibilities as assigned by the Board.

B. The Administrator shall make every attempt to attend all Board meetings but shall not vote.

C. Although appointed by the Board, the Administrator shall be an employee of a Member Library, as determined by the Board, and shall be subject to the personnel policies, procedures and classifications of such Member Library. Notwithstanding such employment status, the job description for the Administrator shall be determined by the Board and the Board shall have the ability, in its sole discretion, to dismiss the Administrator; provided, however, the

Member Library for which the Administrator is employed may elect to retain the Administrator in a non-Lynx role.

D. All costs of the Administrator, including compensation and benefits, as applicable, shall be borne by the Member Libraries in accordance with the cost-sharing formula set forth in Section 4.8.

E. In the event the position of Administrator is vacant, the Board shall fulfill the duties of the Administrator until such time as an Administrator shall be appointed.

2.9 Employees. With the recommendation of the Administrator, the Board shall budget to hire other personnel as may be necessary, in the Board's sole discretion, for the operation of Lynx. The Board, or its designee (e.g., the Administrator) shall hire or oversee the hiring and dismissal of all Lynx personnel and determine their job descriptions. All personnel of Lynx shall be employees of the same Member Library as the Administrator and shall be subject to the personnel policies, procedures and classifications of such Member Library. All costs of such personnel, including compensation and benefits, as applicable, shall be borne by the Member Libraries in accordance with the cost-sharing formula set forth in Section 4.8.

2.10 Treasurer. The Board shall elect a member of the Board to act as treasurer of Lynx (the "Treasurer") as further set forth in the Bylaws. The Treasurer shall supervise all moneys raised for Lynx or received by Lynx from any source and shall supervise all disbursements of funds of Lynx, all as further set forth in Article IV herein. Day to day bookkeeping tasks may be performed by the Clerk, with oversight from the Treasurer. The Treasurer and the Clerk shall not be the same person.

2.11 Clerk. The Board shall appoint a qualified person, who may or may not be a member of the Board, to act as clerk of Lynx (the "Clerk"). The Administrator may act as Clerk if so appointed. The Clerk shall serve at the pleasure of, and directly report to, the Board and, subject to the provisions of Section 2.9, may be an employee of Lynx. The Clerk shall not be an Officer of Lynx as defined in the Bylaws. The Clerk shall attend all meetings of the Board and, if so directed by the Board, attend committee meetings, and shall be the custodian of all meeting minutes. The Clerk shall prepare and distribute legal notices and shall in general perform all duties incident to the office of the Clerk and such other duties as from time to time may be assigned to the Clerk by the Chair or the Board.

2.12 Membership Requirements. All Parties agree to meet and continuously maintain the following requirements for membership in Lynx:

A. Eligibility. To be a Member Library, a library must be either (i) a public library established pursuant to Title 33, Chapter 26, Idaho Code, or successor statute, or (ii) a public library district established pursuant to Title 33, Chapter 27, Idaho Code, or successor statute.

B. ILS. All Member Libraries will participate in the ILS including, at a minimum, the online catalog, cataloging, and circulation functions. Each Member Library may choose, in its discretion, whether to use acquisitions, serials, and any other supporting functions offered in the Lynx ILS contract. As used in this Agreement, the ILS refers to an enterprise-level software

package that manages, integrates, and centralizes multiple core library functions and services that Member Libraries cooperatively purchase, maintain, and share.

C. Cooperative Borrowing. Patrons in good standing with their Home Library may directly check out the physical materials of any other Member Library and library cards from a Member Library will be honored by all other Member Libraries in regard to checking out physical materials. As used in this Agreement, “Home Library” means the Member Library from which an individual has a borrower card.

D. Courier Service. All Member Libraries will participate in the shared materials courier service described in Section 3.3 herein.

E. Membership Standards. Each Member Library shall continuously meet the membership standards required by **Exhibit B** hereto. The Board shall oversee the membership standards and Member Library compliance therewith. The membership standards may be amended upon the affirmative vote of seventy-five percent (75%) of all Board Members. Upon amendment, Exhibit B of this Agreement shall be replaced with such amended membership standards.

2.13 Procedure for Joining Lynx. A library meeting the eligibility requirements of Section 2.12A and the membership standards set forth in Exhibit B, may apply to join Lynx in accordance with the following procedures (a library applying for admission is referred to herein as an “Applicant Library”):

A. The Applicant Library shall submit a letter from the Applicant Library’s board of trustees to the Lynx Board expressing interest in joining Lynx and stating:

1. An articulation of the benefits to be realized by both the Applicant Library and Lynx if the application to join is granted;

2. The Applicant Library’s board of trustees understands and upon becoming a Member Library agrees to comply with the membership requirements set forth in Section 2.12;

3. The Applicant Library’s board of trustees understands the cost share requirements of being a Member Library and intends to fulfill such requirements on an ongoing annual basis;

4. The Applicant Library’s board of trustees understands the requirements and costs of the shared materials courier service and intends to fulfill such requirements on an ongoing annual basis;

5. The Applicant Library’s board of trustees understands the technological commitments to participate in the ILS and is willing to make any necessary arrangements to meet current and ongoing ILS system requirements;

6. The Applicant Library’s board of trustees and its library director

understand the time commitment and expectations of participation on the Lynx Board as detailed in this Agreement and the Bylaws; and

7. The Applicant Library board of trustees and its library director understand that Applicant Library staff may be required to implement and maintain compliance with Lynx protocols, requirements, updates, and functions as detailed in this Agreement and the Bylaws; and

8. The Applicant Library's board of trustees understands that upon becoming a Member Library it will be responsible for paying all costs associated with integrating the Applicant Library's records and data into the ILS including, without limitation, any initial and ongoing costs that Lynx may incur in furtherance of such effort; and

9. The Applicant Library's board of trustees and its library director agree to a review of their bibliographic records to ensure alignment with current Lynx cataloging standards, and to make them in good standing prior to acceptance into Lynx.

B. After receiving the letter of interest, the Lynx Board will review and analyze the Applicant Library's qualifications and any concerns the Lynx Board may have with the Applicant Library becoming a Member Library. The Lynx Board may confer with the Applicant Library and seek additional information or clarification from the Applicant Library on any issue relevant to Lynx, this Agreement or the Bylaws, including, without limitation, as follows:

1. Following its initial review, the Lynx Board may schedule a site visit with the Applicant Library to assess the capacity of the Applicant Library to meet the physical and technical requirements to participate in Lynx. The site visit will be conducted by a Lynx contingent appointed by the Lynx Board at such time; and

2. Following the site visit, and a determination by the Lynx Board to continue with the application process, an implementation plan and timeline for admission will be prepared for review and consideration by the Lynx Board and the Applicant Library. The implementation plan and timeline will include, without limitation, an outline of the steps that will need to be made by the Applicant Library and current Members Libraries to add the Applicant Library to both the ILS and the courier route and a timeline for these steps.

C. Upon completion of its review and analysis, the Lynx Board, in its sole discretion, may schedule a vote to determine whether to make the Applicant Library a Member Library. The admission of an Applicant Library as a Member Library requires the affirmative vote of seventy-five percent (75%) of all Board Members.

D. The admission of a new Member Library to Lynx shall not require amendment of this Agreement or the Bylaws. However, as a condition to admission, the admitted Member Library must agree to be bound by the terms and provisions of this Agreement and the Bylaws as evidenced by an acknowledgement to that effect executed by an authorized representative of the admitted Member Library.

2.14 Voluntary Withdrawal of a Member Library. A Member Library may

voluntarily withdraw from Lynx in accordance with the following procedures:

A. The withdrawing Member Library must submit written notification from the Member Library's library director to the Lynx Board notifying the Board that the Member Library's board of trustees has determined to withdraw from this Agreement (a "Notice of Withdrawal"). Voluntary withdrawal of a Member Library pursuant to this Section 2.14 may only occur at Lynx fiscal year end. The Notice of Withdrawal must be submitted to the Lynx Board by March 31 to be effective as of September 30 of the same year. Any Notice of Withdrawal received after March 31 will be effective as of September 30 of the following year, subject to an appropriation of funds for such subsequent fiscal year by the withdrawing Member Library. No Notice of Withdrawal shall be effective without the approval of the withdrawing Member Library's board of trustees.

B. No refunds or reimbursements will be paid to the withdrawing Member Library from Lynx funds for any assessments, dues, or fees already paid or otherwise. The withdrawing Member Library shall have no rights or interest in any hardware or software purchased by Lynx, in the Lynx database, or in any other Lynx assets.

C. The withdrawing Member Library shall be responsible for any fee assessed upon Lynx by the ILS vendor by reason of the Member Library's termination of its membership in Lynx and the resulting removal of the withdrawing Member Library from the ILS.

D. The withdrawing Member Library may copy bibliographic data for its holdings at its own cost.

E. The withdrawing Member Library must continue to fulfill its obligations, financial and otherwise, under this Agreement and the Bylaws until its withdrawal is effective.

2.15 Corrective Action. If a Member Library is not conforming to the standards and terms governing membership in Lynx as set forth in this Agreement, the Bylaws, and as may be further established by the Board, then the Board may (i) request corrective action to be taken by such Member Library pursuant to the Bylaws, and (ii) take other such actions as provided for under this Agreement and the Bylaws.

2.16 Expulsion of a Member Library.

A. A Member Library shall be expelled from Lynx automatically upon the effective date of dissolution of such Member Library.

B. Any Member Library may be expelled from Lynx for any reason upon the affirmative vote of seventy-five percent (75%) of all Board Members at a duly noticed and scheduled meeting of the Board. Notification of such a meeting must be furnished to the subject Member Library not less than thirty (30) days prior to the meeting date, indicating in writing the nature of the cause(s) for the Board's contemplated action. A representative of the Member Library will be entitled to attend the Board meeting and present such information as the Member Library believes to be relevant to the Board's consideration prior to voting. If approved, the effective date of termination of the Member Library's Lynx membership will be determined by

the Board but may not be less than ninety (90) days after the date of the affirmative vote to expel unless an earlier date is mutually agreed upon in writing by the Board and the expelled Member Library.

C. No refunds or reimbursements will be paid to the expelled Member Library from Lynx funds for any assessments, dues, or fees already paid or otherwise. The expelled Member Library shall have no rights or interest in any hardware or software purchased by Lynx, in the Lynx database, or in any other Lynx assets.

D. The expelled Member Library may copy bibliographic data for its holdings at its own cost.

E. The expelled Member Library shall be responsible for any fee assessed upon Lynx by the ILS vendor by reason of the Member Library's expulsion from Lynx and the resulting removal of the expelled Member Library from the ILS.

F. The expelled Member Library must continue to fulfill its obligations, financial and otherwise, under this Agreement and the Bylaws until the effective date of termination of the Member Library's Lynx membership.

2.17 Reinstatement. Any former Member Library desiring to rejoin Lynx, shall be subject to the eligibility requirements and procedures set forth in Sections 2.12 and 2.13.

2.18 Dissolution of Lynx and Termination of this Agreement.

A. At a duly noticed and scheduled meeting of the Board, Lynx may be dissolved through the affirmative vote of seventy-five percent (75%) of all Board Members.

B. In the event of the dissolution of Lynx, no further services shall be performed or rendered in the Lynx name and no further business shall be transacted for Lynx except as is necessary for winding up the affairs of Lynx, liquidation of assets and distribution of the proceeds of the liquidation. Notice of the pending dissolution shall be mailed to each Member Library and to each known creditor of Lynx.

C. Following liquidation of the assets of Lynx and after payment of expenses incurred in connection with such liquidation, the proceeds remaining shall be applied in the following order:

1. To pay the debts and liabilities of Lynx owing to its creditors, if any.
2. To distribute to the Member Libraries all remaining funds, proceeds or assets in proportion to the cost-sharing formula set forth in Section 4.8.

D. This Agreement shall survive dissolution to the minimum extent necessary to accomplish the provisions of this Section 2.18 and shall thereupon terminate.

ARTICLE III OPERATIONS

3.1 Member Library Rights and Responsibilities.

A. Each Member Library is required to maintain a current and viable collection of materials for its own patrons.

B. The spirit of Lynx is to share as many items as possible for Lynx Member Library users. To this end, each Member Library will, in good faith and to the best of its abilities, circulate regular collections through the courier as described in Section 3.3.

C. A Member Library may refuse to extend borrowing services to any patron who is not in good standing with the patron's Home Library.

D. Any separate agreement between Member Libraries for the issuance of library cards to each other's residents is not affected by this Agreement.

3.2 ILS. With respect to the operation and administration of the ILS, the following terms shall apply:

A. System Hardware. Member Libraries are responsible for providing and maintaining the technology necessary to access the ILS.

B. System Operation. The following provisions relating to operation of the ILS shall apply to all Member Libraries and the Administrator, as the case may be:

1. When feasible, all maintenance and software upgrades to the ILS shall be scheduled in advance with notification to all Member Libraries no less than twenty-four (24) hours in advance of the unavailability of the ILS.

2. The Board, in conjunction with the Administrator, shall establish default settings for the ILS.

3. If a Member Library wishes to use different settings on the ILS than the default settings, the Member Library must first consult with the Administrator to understand the impacts of such individually preferred configuration.

4. The Administrator shall be the primary point of contact for the current ILS vendor and all other third-party vendors for which information technology costs are shared under this Agreement.

5. If a Member Library would like to implement a third-party product which may impact integration with the ILS, they must follow Lynx established procedures. The Board has the ultimate authority to approve or deny any third-party product that a Member Library requests to integrate with the ILS prior to its integration with the ILS.

6. The Administrator, and/or a designee acting in an ILS

administrator capacity, will attend needed ILS vendor trainings and/or conferences, and the cost will be shared by all Member Libraries in accordance with Section 4.8 hereof. The Administrator, and/or designee, will then become the trainer responsible for passing on the information to the rest of the Member Libraries.

C. System Maintenance. Each Member Library shall be responsible for any and all maintenance and maintenance agreements it has regarding site-specific equipment.

D. Access to System Data.

1. Full access to information stored in the ILS relating to bibliographic descriptions of library materials at each Member Library and relating to holdings, availability and circulation status of such library materials shall be accessible to all Member Libraries.

2. Each Member Library shall maintain confidentiality of the information stored in the ILS relating to the patrons of each Member Library and only paid library staff may access patron information on the ILS database.

3. Each Member Library is responsible for immediately removing access and contacting the Administrator relative to separated employees of the Member Library.

4. Lynx personnel shall not share their password with others.

5. The Administrator, in consultation with the Board, will determine password/account security requirements as needed.

E. System Supplies. Each Member Library shall acquire, at its sole expense, any encoded labels it chooses to utilize in order to identify patrons and library materials at each Member Library.

F. Cooperative Cataloging. Consistent cataloging and record maintenance shall be a priority for Member Library with an emphasis on providing the best possible experience for the public. Member Libraries shall abide by established standards and practices of Lynx in cataloging as determined by the Member Libraries and comply with the following requirements:

1. Member Libraries shall retain a staff member with adequate knowledge and understanding of established standards and practices of Lynx and such staff member shall be assigned to the cataloging committee, if such committee is formed by the Board pursuant to the Bylaws, and prioritize attendance at cataloging committee meetings.

2. Member Libraries shall be responsible for the entering and maintaining of item records in accordance with established standards and practices of Lynx.

3. Member Libraries shall communicate, cooperate, and provide support and assistance to other Member Libraries as needed, to the extent practicable.

4. The Administrator shall coordinate ongoing training opportunities

relating to cataloging.

5. Member Libraries shall continue efforts to invest in the ILS and database management.

3.3 Courier. With respect to the courier services provided under this Agreement to each Member Library, the following terms shall apply:

A. Cooperation. Each Member Library will, in good faith and to the best of its abilities, circulate regular collections through the courier as described in this Section 3.3. Browsing copies or items only available for pickup at the owning Member Library will have other copies that circulate and fill holds through the courier unless they are part of a designated special collection. During the Annual Meeting (as defined in the Bylaws), each Member Library will share its special collection list to ensure it meets the spirit of Lynx and can be communicated to staff.

B. Cost-Sharing. Member Libraries will share the cost of a courier service to deliver and return materials in accordance with Section 4.8 of this Agreement.

C. Courier Structure. Lynx will use individually, or in combination, one or more of the following options to provide continuous courier service to all Member Libraries: (1) an agreement with a Member Library, (2) contract with a third party vendor, or (3) run the service itself.

1. *Option 1: Agreement with Member Library*

i. A Member Library, as determined by the Board, will hire for the courier positions in accordance with the policies and procedures of such Member Library. All personnel policies and other city or district library policies regulating employee salary, rights, and benefits of such Member Library shall apply to the courier positions.

ii. Such Member Library will create a delivery schedule, which may be adjusted as reasonable and necessary.

iii. Such Member Library will own and maintain all necessary courier vehicles. When a vehicle is due for replacement or an additional vehicle is necessary to fulfill service requirements, all Member Libraries will share in such costs in accordance with Section 4.8 of this Agreement.

iv. Title to any existing or replacement courier vehicle paid for solely by a Member Library shall stay with such Member Library absent a subsequent agreement between the Member Library and Lynx to transfer ownership of the vehicle. Title to any existing or replacement courier vehicle paid for by the Member Libraries through cost-sharing shall, upon the request of the Board, be transferred to Lynx without additional consideration.

2. *Option 2: Contract with Third Party Vendor*

i. Lynx will contract with a third party vendor to provide

courier services.

ii. All Member Libraries will share in the costs of such services in accordance with Section 4.8 of this Agreement.

3. *Option 3: Lynx-Operated*

i. Lynx will hire for the courier positions in accordance with Section 2.9 of this Agreement.

ii. The Administrator, in conjunction with the Board, will create a delivery schedule, which may be adjusted as reasonable and necessary.

iii. Lynx will purchase, own and maintain and procure liability insurance for all courier vehicles. The cost of purchase, maintenance and liability insurance for such vehicles will be shared by the Member Libraries in accordance with Section 4.8 of this Agreement.

iv. When a vehicle is due for replacement or an additional vehicle is necessary to fulfill service requirements, all Member Libraries will share in such costs in accordance with Section 4.8 of this Agreement.

D. Statistical Information. Statistics reflecting the quantity of materials picked up from and delivered to each Member Library are kept by the ILS. This information shall be accessible to all Member Libraries through the ILS.

3.4 Ownership and Control of Materials. With respect to ownership and control of materials of each Member Library, the following terms shall apply:

A. Each Member Library retains ownership of all materials in their collection.

B. Each Member Library's loan period, fine structure, and renewal limit will apply to its own items.

**ARTICLE IV
FINANCIAL MATTERS**

4.1 Fiscal Year. The fiscal year of Lynx shall commence on October 1 of each year and end on the following September 30.

4.2 Budget. The Administrator shall prepare the annual operating budget for Lynx and propose the same to the Board no later than March 1 preceding the fiscal year covered by the proposed budget. The proposed budget shall include a breakdown of each Member Library's anticipated cost-share for Lynx expenditures. Notwithstanding the foregoing requirement, the Administrator shall ensure that each Member Library has notice of anticipated Lynx expenditures for the following fiscal year, and each Member Library's respective responsibility therefore, as necessary for inclusion in each Member Library's own proposed budget. The Lynx

operating budget shall be approved upon the affirmative vote of seventy-five percent (75%) of all Board Members at a duly noticed and scheduled meeting of the Board no later than October 1. Once the budget is approved by the Board, the funding is available to spend. The budget may be amended upon the affirmative vote of seventy-five percent (75%) of all Board Members.

4.3 Expenditures. The Administrator is authorized to expend money as provided in the approved operating budget of Lynx and no further approval for each specific operating expenditure shall be required. The Administrator shall present a summary of invoices to the Board at each regular Board meeting.

4.4 Annual Financial Audit. Unless otherwise required by law, an audit of Lynx shall be conducted each fiscal year by an independent certified public accountant authorized to practice public accounting in Idaho, which accountant shall be designated by the Board. Such an audit shall include a report to the Board and the professional opinion of the accountant as to the financial status of Lynx and as to the accuracy of the audit.

4.5 Annual Appropriations; Indebtedness. The Board shall not make expenditures or incur indebtedness in any year in excess of the amount of money appropriated for Lynx purposes.

4.6 Lynx Funds. Under the direction of the Board, the Treasurer shall have all moneys of Lynx deposited in accordance with the public depository law and other applicable state and federal laws. Lynx shall maintain one or more bank accounts for Lynx purposes.

4.7 Lynx Contingency Fund. All funds in the ILS Upgrade Fund, as established in the Prior Agreement and maintained by the Boise Public Library, shall be transferred to Lynx. Upon transfer, the fund shall be referred to as the “Lynx Contingency Fund.”

4.8 Cost-Sharing. All Lynx costs including, without limitation, all costs required to maintain the expected level of Lynx services including, but not limited to the costs of ILS, cataloging, information technology (IT), couriers, training, and the Administrator and employees, will be shared by the Member Libraries according to the following formula:

A. 15% of all costs will be shared equally by Member Libraries; and

B. The remaining 85% of costs will be shared pro rata based on each Member Library’s respective “Local Operating Income” as provided each year in the annual Statistical Report of the Idaho Commission for Libraries. More specifically, the proportional responsibility of each Member Library will be determined by dividing the Member Library’s Local Operating Income by the total of the Local Operating Incomes of all Member Libraries.

4.9 Excessive Use of Other Member Libraries. The Board will annually evaluate library patron usage of Member Libraries. Use that is deemed excessive may require additional compensation among the Member Libraries, all as further set forth in **Exhibit C** hereto. Exhibit C will be reviewed by the Board at least every two (2) years to ensure fairness in application and, following such review, may be amended upon the affirmative vote of seventy-five percent (75%) of all Board Members. Upon amendment, Exhibit C of this Agreement shall be replaced with

such amended exhibit.

4.10 Billing Statements. Each Member Library shall pay its share of Lynx costs as required by this Agreement and as determined by the Lynx budget, as the same may be amended from time to time. Unless otherwise determined by the Board, payments by the Member Libraries shall occur on a quarterly basis. Lynx shall transmit a quarterly billing statement to each Member Library detailing the Member Library's respective responsibility for Lynx costs for such quarter. Payment shall be due to Lynx within thirty (30) days of the date of each billing statement. If a Member Library fails to timely pay its quarterly billing statement, the Board may, upon the affirmative vote of seventy-five percent (75%) of all Board Members, suspend the membership status of such Member Library including the Member Library's ILS service and database access, until such payment is made in full. The Board Member representative of a suspended Member Library shall lose the ability to vote on Board actions during the period of such suspension; however, such suspension shall not relieve the suspended Member Library of its ongoing financial obligations under this Agreement. If the suspended Member Library fails to make full payment within ninety (90) days after such suspension and termination of services, the Board may pursue any remedies available to it pursuant to this Agreement and under law. This specifically includes, without limitation, commencement of expulsion proceedings and / or legal proceedings to recover all amounts currently owing, plus additional accruing obligations, interest, costs and attorneys' fees.

4.11 Participation Contingent Upon Funding. Should the governing body for a Member Library fail to appropriate sufficient funds in any fiscal year for the payments due pursuant to this Agreement, such Member Library shall be deemed inactive and its participation in Lynx, and benefits and obligations associated therewith, shall terminate on the last day of the last fiscal year for which payments were appropriated. Such Member Library may re-activate its participation in Lynx with no penalty once its funding is restored. Nothing in this Agreement shall require the continuation of the Agreement as to any Member Library beyond legally required time or funding limits. Notwithstanding the foregoing, if any Member Library is inactive for three (3) consecutive fiscal years, such inactivity is grounds for expulsion under Section 2.16.

4.12 Limitation of Liability.

A. No covenant or agreement contained in this Agreement or the Bylaws shall be deemed to be a covenant or agreement of any Board Member, officer, contractor or employee of Lynx in an individual capacity. No recourse shall be had for any claim based on this Agreement against any Board Member, officer, contractor or employee, past, present or future, of Lynx or of any successor body, either directly or through Lynx or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise. Nothing in this Agreement is intended, nor shall it be interpreted, to restrict Lynx and any Member Library, or Board Member, officer, contractor or employee of Lynx or any Member Library from availing themselves of the protections offered by applicable laws affording any immunity and defense, including without limitation, the immunities and defenses contained in the Idaho Tort Claims Act, nor shall anything contained in this Agreement modify the liability of such Member Library so as to increase the liability of such Member Library beyond the Idaho Tort Claims Act's limit of liability (i.e., \$500,000 per occurrence).

B. To the maximum extent permitted by law, each Board Member and each Member Library shall be indemnified by Lynx against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon the Board Member or the Member Library by judgment or settlement in connection with any proceeding to which the Board Member or Member Library may be a party, or in which either may become involved, *by reason of having been a Board Member or member of Lynx*, except in cases of fraud, gross negligence, or bad faith in the performance of duties.

C. No covenant or agreement contained in this Agreement or the Bylaws shall be deemed to be a covenant or agreement of Lynx or any Member Library, or otherwise obligate Lynx or any Member Library, to make a future appropriation of funds. Any provision for payment or indemnification by Lynx or any Member Library is made subject to appropriation of funds and recognizes that the act of budgeting is discretionary and that no claim may be had in excess of the amounts so appropriated.

4.13 Insurance. Lynx shall procure insurance as the Board deems necessary to operate Lynx or to otherwise comply with State law and the costs related to any such insurance shall be shared among the Member Libraries in accordance with Section 4.8.

ARTICLE V GENERAL PROVISIONS

5.1 Recitals. The above recitals are incorporated herein and made a part of this Agreement.

5.2 Amendments. The power to amend this Agreement is expressly conferred upon the Board and requires the affirmative vote of seventy-five percent (75%) of all Board Members. Notwithstanding the foregoing, any amendment of this Agreement which purports to grant or delegate to Lynx additional powers beyond those expressly delegated herein shall require the approval of each Member Library in the same manner as this Agreement was originally approved.

5.3 Assignment. It is expressly agreed and understood by the Parties that they shall not have the right to assign, transfer, hypothecate or sell any of their rights, duties, or obligations under this Agreement and that any such purported assignment is null and void *ab initio*.

5.4 Notices. Any notice or other writing required or permitted by this Agreement to be delivered to any Party may be delivered personally to an authorized representative or may be delivered by mailing such notice or writing c/o Library Director to the addresses listed in Section 1.2. Any notice so given shall be deemed delivered or received on the date personally delivered or on the date deposited in the United States mail. Any Party may change the address or designee to whom notices shall thereafter be given upon five (5) days prior written notice to the other Parties in the manner set forth in this Section.

5.5 Good Faith. The Parties shall cooperate in good faith and use diligent efforts to effect the transactions contemplated by this Agreement.

5.6 Further Assurances. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions and intent of this Agreement or which may be necessary or expedient to carry out the terms hereof.

5.7 Interpretation. Each document incorporated by reference herein is an essential part of this Agreement, and any requirement, duty or obligation stated in one document is as binding as if stated in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project.

5.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

5.9 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

5.10 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the person or persons may require.

5.11 Exhibits. The exhibits attached hereto are incorporated herein as if each were set out in the body hereof in its entirety.

5.12 Severability. If any provision of this Agreement as applied to any Party or to any circumstance, shall be adjudged by a court to be void and unenforceable, the same shall in no way affect any other provision in this Agreement, the application of such provision in any other circumstances or the validity or enforceability of the Agreement as a whole.

5.13 Counterparts; Electronic Transmission. This Agreement may be executed in any number of counterparts, and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute one and the same agreement. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission, has the same effect as delivery of an original. At the request of any Party, the Parties shall confirm electronically transmitted signatures by signing an original document.

5.14 Construction. This Agreement has been negotiated by the Parties who have had the opportunity to consult their respective counsel. This Agreement shall not be construed more strictly against one party hereto than against any other party hereto merely by virtue of the fact that it may have been prepared by counsel for one of the Parties.

5.15 Discrimination Prohibited. In performance of their obligations under this Agreement the Parties shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or disability.

5.16 No Third Party Rights. This Agreement is for the protection and benefit of the Parties and is not intended to and does not confer any rights whatsoever on any individual, person, entity or unit of government not a Party to this Agreement. Specifically, this Agreement

shall not be construed to confer any right on a non-party to become a party to this Agreement or a member of Lynx, and whether a non-party library shall be permitted to become a party to this Agreement and a member of Lynx, and on what terms, shall be a matter in the sole and absolute discretion of the Board.

5.17 Mediation. Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be submitted to non-binding mediation upon the written request of any Party and conducted by one (1) neutral mediator. If the Parties are unable to select a mediator, then selection shall follow the procedure published by the American Arbitration Association Commercial Mediation Rules. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of the State. Each Party shall bear its own costs and the Parties shall split equally the cost and expenses of the mediator.

5.18 Authorization. The persons executing this Agreement on behalf of each of the Parties and on behalf of any other library joining Lynx after the Effective Date each hereby represents that he/she is duly authorized by the governing body of the entity on whose behalf he/she purports to act to execute this Agreement on behalf of said entity. Upon the execution hereof by such person and, as to public libraries, by the city council, this Agreement shall be a valid and binding agreement of the entity represented by him/her.

5.19 Entire Agreement. This Agreement constitutes and contains the entire agreement of the Parties and supersedes all prior understandings and agreements, oral or written, specifically including the Prior Agreement, with respect to the subject matter hereof.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

**ADA COUNTY FREE LIBRARY
DISTRICT d/b/a ADA COMMUNITY
LIBRARY**

By: Carol K. Mills
Name: Carol K. Mills
Title: Board Chair

ATTEST:

By: Mary DeWalt
Name: Mary DeWalt
Title: Director

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.



CITY OF BOISE CITY, IDAHO

By: Lauren McLean

Name: Lauren McLean

Title: Mayor 2/27/2024

ATTEST:

By: Lynda Lowry

Name: Lynda Lowry

Title: City Clerk 2/27/2024

BOISE PUBLIC LIBRARY

By: Nicole Trammel Partera

Name: Nicole Trammel Partera

Title: President, Board of Trustees

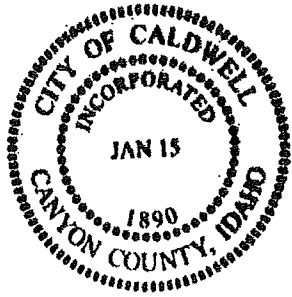
ATTEST:

By: Amber Mitchell

Name: Amber Mitchell

Title: Library Admin Specialist Sr.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.



CITY OF CALDWELL, IDAHO

By: [Signature]
Name: Jaron Wagoner
Title: Mayor

ATTEST:

By: [Signature]
Name: Debbie Meyer
Title: City Clerk

CALDWELL PUBLIC LIBRARY

By: [Signature]
Name: Bonny Smith
Title: Board Trustee/Chair

ATTEST:

By: [Signature]
Name: Lacey Forst
Title: Library Director

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

CITY OF EAGLE, IDAHO

By: [Signature]
Name: Brad Pike
Title: Mayor

ATTEST:

By: [Signature]
Name: Tracy E. Osborn
Title: City Clerk



EAGLE PUBLIC LIBRARY

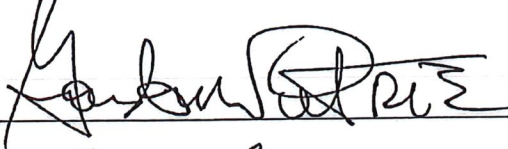
By: [Signature]
Name: Candice Hopkins
Title: Board Trustee

ATTEST:

By: [Signature]
Name: Stephen Bumgarner
Title: Library Director

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

CITY OF EMMETT, IDAHO

By: 

Name: GORDON PETRIE

Title: MAYOR


ATTEST:

By: 

Name: LYLEEN JEROME

Title: CITY CLERK

EMMETT PUBLIC LIBRARY

By: 

Name: Alyce L. Kelley

Title: Library Director

ATTEST:

By: 

Name: Cammi Burton

Title: Asst. Library Director

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

CITY OF GARDEN CITY, IDAHO



By: John G. Evans
Name: John G. Evans
Title: Mayor

ATTEST:

By: Lisa M. Leiby
Name: Lisa M. Leiby
Title: Treasurer/Clerk

GARDEN CITY PUBLIC LIBRARY

By: Katharine Souza
Name: Katharine Souza
Title: Chair - Board of Trustees
Garden City Public Library

ATTEST:

By: Lindsey Pettyjohn
Name: Lindsey Pettyjohn
Title: Garden City Public Library Director

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

KUNA LIBRARY DISTRICT

By: Roberta M. Sailer

Name: Roberta M. Sailer

Title: Kuna Library Board Chairman

ATTEST:

By: Tamara Svedin

Name: Tamara Svedin

Title: Kuna Library Director

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

**MERIDIAN FREE LIBRARY DISTRICT,
d/b/a MERIDIAN LIBRARY DISTRICT**

By: Megan Larsen

Name: Megan Larsen

Title: Chair, Board of Trustees

ATTEST:

By: Dan Pearson

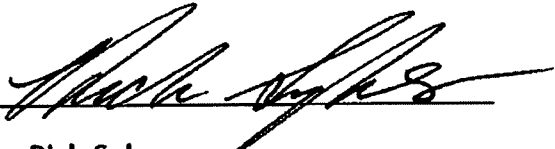
Name: DAN PEARSON

Title: EXECUTIVE ASSISTANT, MLD

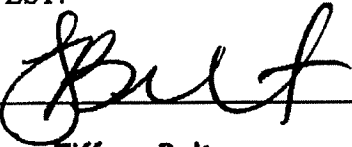
IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

CITY OF MOUNTAIN HOME, IDAHO



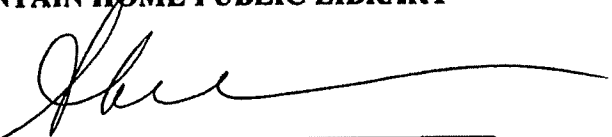
By: 
Name: Rich Sykes
Title: Mayor

ATTEST:


By: 
Name: Tiffany Belt
Title: City Clerk

MOUNTAIN HOME PUBLIC LIBRARY



By: 
Name: Shasta Hochstrasser
Title: Library Director

ATTEST:

By: 
Name: Tiffany Belt
Title: City Clerk

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

CITY OF NAMPA, IDAHO

By: *Robert Kling*
Name: *Robert Kling*
Title: *Mayor*

ATTEST:

By: *Charlene Tin*
Name: *Charlene Tin*
Title: *City Clerk*

NAMPA PUBLIC LIBRARY

By: *S.P. Kehoe*
Name: *SP Kehoe*
Title: *Board Member*

ATTEST:

By: *Claire Conley*
Name: *Claire Conley*
Title: *Nampa Public Library Director*

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

CITY OF TWIN FALLS, IDAHO

By: Ruth Pierce
Name: Ruth Pierce
Title: Mayor

ATTEST:

By: Amy Luna
Name: Amy Luna
Title: Deputy City Clerk

TWIN FALLS PUBLIC LIBRARY

By: Susie Kapeleris
Name: Susie Kapeleris
Title: TF PL Board Chair

ATTEST:

By: Tara Bartley
Name: Tara Bartley
Title: Director

EXHIBIT A
Lynx Bylaws

(attached)

**BYLAWS OF
LYNX LIBRARY CONSORTIUM, A JOINT POWERS ENTITY**

These Bylaws shall pertain to the Lynx Library Consortium, a joint powers entity (“Lynx”) formed under the Joint Powers Act, Sections 67-2326 through 67-2330, Idaho Code, pursuant to that certain Joint Powers Agreement Lynx Library Consortium dated effective March 1, 2024 (the “Joint Powers Agreement”). These Bylaws, as the same may be amended from time to time (these “Bylaws”), are incorporated in, and made a part of the Joint Powers Agreement pursuant to the terms thereof. Capitalized terms herein, unless defined herein, shall have the meanings set forth in the Joint Powers Agreement, except where the context indicates otherwise.

**ARTICLE I
MEMBERSHIP; JOINT BOARD; MEETINGS AND VOTING RIGHTS**

1.1 Member Libraries. The initial Member Libraries of Lynx are:

A. **Ada County Free Library District, d/b/a Ada Community Library**, a library district and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.

B. **Boise Public Library**, a subdivision of the City of Boise. The City of Boise is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.

C. **Caldwell Public Library**, a subdivision of the City of Caldwell. The City of Caldwell is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.

D. **Eagle Public Library**, a subdivision of the City of Eagle. The City of Eagle is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.

E. **Emmett Public Library**, a subdivision of the City of Emmett. The City of Emmett is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.

F. **Garden City Public Library**, a subdivision of the City of Garden City. The City of Garden City is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.

G. **Kuna Library District**, a library district and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.

H. **Meridian Free Library District, d/b/a Meridian Library District**, a library district and governmental subdivision, organized and existing pursuant to the laws of the

State of Idaho.

I. **Mountain Home Public Library**, a subdivision of the City of Mountain Home. The City of Mountain Home is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.

J. **Nampa Public Library**, a subdivision of the City of Nampa. The City of Nampa is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.

K. **Twin Falls Public Library**, a subdivision of the City of Twin Falls. The City of Twin Falls is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.

1.2 Governing Board. Lynx shall be governed by a joint board of directors consisting of one (1) representative from each Member Library (the "Board"). Each Member Library's seat on the Board shall be filled by the Member Library's library director or their designee. If a Member Library has more than one (1) library director, such Member Library shall designate one (1) library director to serve on the Board. Members of the Board are referred to herein as "Board Members." A Board Member shall be employed at all times by the Member Library said Board Member represents. The initial Board Members comprising the Board are set forth on **Schedule 1** to these Bylaws.

1.3 Regular Meetings of the Board; Annual Meeting. The Board shall establish, by the affirmative vote of seventy-five percent (75%) of all Board Members, a schedule of regular meetings as it deems appropriate, but no less frequently than four (4) times each fiscal year, with the schedule for the upcoming year established at the annual meeting of the Board to be held each September (the "Annual Meeting"). The Annual Meeting shall constitute a regular meeting and the purposes of the Annual Meeting are (i) to set the schedule of regular meetings for the upcoming year, (ii) to elect new Officers, as needed, and (iii) to conduct such other business as may properly come before the Board. It is anticipated that regular Board meetings will occur on the third Friday of January, April, July and September. Meetings will be held in-person at the posted location. In-person attendance is expected; exceptions to in-person attendance may be made for extenuating circumstances.

1.4 Special Meetings. A special meeting of the Board may be called at the request of the Chair, the Vice Chair or any three (3) Board Members. Any action taken by the Board Members at a special meeting for which proper notice has been given shall be deemed an official action of the Board as though taken at a regular meeting.

1.5 Open Meetings; Notice. All meetings of the Board shall be conducted in accordance with the provisions of Idaho Open Meetings Law, Title 74, Chapter 2, Idaho Code, and any amendments and/or re-codification thereof (the "Open Meetings Law").

1.6 Quorum. A quorum for the transaction of business at any meeting of the Board is a two-thirds majority of the entire membership of the Board, provided that if less than a quorum is present at said meeting, a majority of the members present may adjourn the meeting to

another time. Each Board Member is responsible to the other members of the Board to make their best effort to be present in person or electronically at each meeting of the Board, or if their attendance is not possible, to send their designee, who shall have the authority to cast the absent Board Member's vote on matters before the Board.

1.7 Number of Votes. At each meeting of the Board, each Board Member entitled to vote at the meeting shall be entitled to one (1) vote.

1.8 Voting Thresholds. Any matter moved for passage or approval shall be deemed to have passed if it receives the affirmative vote of seventy-five percent (75%) of the Board Members present at a meeting at which a quorum is present; provided, however, that final action with respect to the matters set forth below shall require the affirmative vote of seventy-five percent (75%) of all Board Members:

- A. The amendment of these Bylaws;
- B. Establishment of the regular meeting schedule of the Board for the upcoming year (as set forth in Section 1.3 of these Bylaws);
- C. The approval of the admission of a new Member Library (as set forth in Section 2.13 of the Joint Powers Agreement);
- D. The expulsion of a Member Library (as set forth in Section 2.15 of the Joint Powers Agreement);
- E. The approval of the annual budget of the Lynx Library Consortium or any amendment thereto (as set forth in Section 4.2 of the Joint Powers Agreement);
- F. The amendment of the excessive use cost-sharing formula in Exhibit C to the Joint Powers Agreement (as set forth in Section 4.9 of the Joint Powers Agreement);
- G. The suspension of any Member Library for nonpayment (as set forth in Section 4.10 of the Joint Powers Agreement);
- H. The removal of any Officer from office without cause (as set forth in Section 2.7B of these Bylaws);
- I. The suspension of active membership status of any Member Library for failure to comply (as set forth in Section 3.4 of these Bylaws);
- J. The amendment of the Joint Powers Agreement;
- K. The dissolution of Lynx (as set forth in Section 2.17 of the Joint Powers Agreement); and
- L. Such other actions as specifically set forth in the Joint Powers Agreement and these Bylaws.

1.9 Roll Call Vote. On all questions involving the expenditure of money, all questions involving matters stated in Section 1.8 of these Bylaws, and whenever requested by any Board Member present at any meeting, the yeas and nays shall be taken and entered on the records of the proceeding by roll call.

1.10 Act of Board Members. An affirmative vote of the Board Members at a meeting in which a quorum is present is an act of the Board.

1.11 Compensation. Members of the Board, members of committees, and Officers shall not receive any compensation or other remuneration from Lynx for their services, except for payment of actual and necessary budgeted expenses while engaged in authorized business of Lynx.

ARTICLE II COMMITTEES AND OFFICERS

2.1 Officers. Board officers (“Officers”) shall be elected by the Board Members from among the Board Members and shall include one Chair, one Vice-Chair (who shall be the Chair-Elect), and one Treasurer. The Officers shall be elected at the Annual Meeting and shall assume their office at the beginning of the following fiscal year.

2.2 Chair. The Chair shall, when present, preside at all meetings of the Board. The Chair shall perform all duties incident to the office of Chair and any such other duties as may be prescribed by the Board from time to time. The Chair shall serve as the primary contact for the Administrator.

2.3 Vice-Chair/Chair-Elect. In the absence of the Chair or in the event of the Chair’s death, inability, or refusal to act, the Vice-Chair shall perform the duties of the Chair.

2.4 Treasurer. The Treasurer shall supervise all moneys raised for Lynx or received by Lynx from any source and shall supervise all disbursements of funds of Lynx, all as further set forth in the Joint Powers Agreement. The Treasurer shall in general perform all the financial duties incident to the office of the Treasurer and such other duties as from time to time may be assigned to the Treasurer by the Chair or the Board.

2.5 Terms of Office. The terms to be served by the Officers are as follows:

- A. The Chair shall hold office for one (1) Lynx fiscal year.
- B. The Vice-Chair shall hold office for one (1) Lynx fiscal year. The person serving as Vice-Chair shall, after serving his/her term as Vice-Chair, serve as Chair for the succeeding fiscal year.
- C. The Treasurer shall hold office for one (1) Lynx fiscal year.

Notwithstanding the forgoing, each Officer shall hold office until their successor shall have been duly elected and begin their terms or until that Officer resigns, dies, becomes disabled,

is no longer employed by the Member Library they represent on the Board, or is otherwise unable or unwilling to act, or has been removed from office. Officers may resign their office by giving the Chair written notice of such resignation at least thirty (30) days in advance of the effective date of such resignation, or in the case of the resignation of the Chair, by giving the Vice-Chair written notice of such resignation at least thirty (30) days in advance of the effective date of such resignation.

There shall be no term limits for Officers.

2.6 Vacancies.

A. If the office of Chair becomes vacant, the Vice-Chair shall assume the duties of the Chair. The Board shall elect one of its members to the office of Vice-Chair for the remainder of the term.

B. If the office of Vice-Chair becomes vacant, the Board shall elect one of its members to the office of Vice-Chair for the remainder of the term.

C. If the office of Treasurer becomes vacant, the Board shall elect one of its members to the office of Treasurer for the remainder of the term.

2.7 Removal of Officers.

A. For Cause. At a duly scheduled and noticed meeting, any Board Member in good standing may bring charges seeking to remove an Officer from office for alleged misconduct prejudicial to the best interest of Lynx. Removal for cause shall require the affirmative vote of a majority of all Board Members, not including the subject Officer. Before being removed from office for cause, the accused Officer must be given the opportunity to present their case to the Board. For purposes of this Section, "cause" means, but is not limited to:

1. Acts of the official or malfeasance or malfeasance in office and/or conviction of the Officer for fraud, misappropriation, or embezzlement involving property of Lynx;

2. Substantial failure of the Officer to properly perform, or substantial neglect by the Officer of the duties of their position;

3. Conduct of the Officer that causes substantial harm to the reputation of Lynx;

4. The willful breach of any written policy or rule or Bylaw applicable to Board Members or Officers;

5. The Officer is convicted in any court in the United States of any infamous crime, bribery, perjury, or any felony;

6. The Member Library who the Officer represents is in arrears in the

payment of any amounts owed to the Lynx pursuant to the Joint Powers Agreement; or

7. The Officer or the Member Library who the Officer represents is in willful breach of any term or provision of the Joint Powers Agreement.

B. Without Cause. At a duly scheduled and noticed meeting, any Officer may be removed from office without cause by an affirmative vote of seventy-five percent (75%) of all Board Members, not including the subject Officer.

2.8 Executive Committee. There shall be a standing committee of the Board comprised of the Chair, Vice-Chair and Treasurer of the Board as further described in Article II of these Bylaws, which committee shall be known and referred to as the "Executive Committee." The Executive Committee shall oversee Board policies and operations and ensure good governance practices. The Executive Committee shall take such other action as may be directed by the Board.

2.9 Other Committees. The Board may create and dissolve such other standing and ad hoc committees, taskforces and work groups (collectively, "committees") as necessary to its operations. Such committees may but are not required to include, without limitation, a cataloging committee, a circulation committee, an information technology committee, and a marketing committee. Committees shall consist of individuals from at least three (3) different Member Libraries and contain at least one (1) Board Member. The Administrator shall be the liaison between the committees and the Board.

2.10 Meetings and Actions of Committees. Lynx committee meetings shall be conducted pursuant to the Open Meetings Law, Title 74, Chapter 2, Idaho Code.

ARTICLE III MISCELLANEOUS PROVISIONS

3.1 Board Member Conflict of Interest. Any Board Member who has an interest in a contract or other transaction (other than as an employee of a Member Library) presented to the Board or to a committee thereof for authorization, approval, or ratification shall make a prompt and full disclosure of their interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include any relevant and material facts known to such person about the contract or transaction that might reasonably be construed to be averse to the interests of Lynx.

No Board Member shall cast a vote on any matter which has a direct bearing on services to be provided by that Board Member, or any organization which such Board Member represents (other than the Board Member's Member Library) or which such Board Member has an ownership interest or is otherwise interested or affiliated, which would directly or indirectly financially benefit such Board Member.

3.2 Books and Records. The books of account, payment records, minutes of meetings of the Board, copies of the Joint Powers Agreement, these Bylaws, and any other documents relating to the operation of Lynx shall be made available for inspection and copying by the Board

Members and the Member Libraries, or by a duly appointed representative thereof, at any reasonable time and for a purpose reasonably related to the requesting party's interest in the Board or operations of Lynx, at such place as the Board may prescribe. Such inspection must take place on weekdays during normal business hours.

3.3 Delegation. The Board may authorize any Officer, employee or agent of Lynx to enter into any contract or execute and deliver any instrument in the name of and on behalf of Lynx; such authority may be general or confined to specific instances.

3.4 Responsibilities of Member Libraries.

A. Each Member Library shall conform to the standards and terms governing membership in Lynx as set forth in these Bylaws, the Joint Powers Agreement, and as may be further established by the Board. If any Member Library shall fail to conform to such standards, the Administrator shall investigate such failure and report the Administrator's findings to the Executive Committee, which will then decide whether to refer the findings to the Board for such action as the Board may determine to be appropriate pursuant to Subsection B below.

B. If the Board determines that a Member Library has failed to comply with these Bylaws, the Joint Powers Agreement, or any rule, regulation, or procedure of Lynx:

1. Such Member Library shall be given a written notice from the Board requesting compliance. At the written request of the Member Library, the Executive Committee will meet with such Member Library to discuss the failure to comply and the corrective action needed for compliance;

2. Unless the Member Library has taken all required corrective action within the time period set forth in said written notice, or, if a meeting with the Executive Committee was requested, within the time period imposed by the Executive Committee after such meeting, the Board may, upon the affirmative vote of seventy-five percent (75%) of all Board Members, suspend the active membership status of the Member Library and thereby deny services and database access to such Member Library until the required corrective action is taken. Suspension shall not relieve the Member Library from any of its obligations under the Joint Powers Agreement and these Bylaws, including the obligation to make financial payments to the Lynx Library Consortium;

3. If the suspended Member Library fails to take the required corrective action within ninety (90) days after such suspension and termination of services, the Board may pursue any remedies available to it pursuant to the Joint Powers Agreement and under law. This specifically includes, without limitation, commencement of expulsion proceedings and / or legal proceedings.

3.5 Recusal of Board Member. No Board Member shall vote on any matter relating to the suspension, expulsion or removal of the Board Member or the Member Library represented by the Board Member.

3.6 Insurance. The Board may utilize Lynx assets to purchase insurance providing

fiduciary liability coverage and/or errors and omissions coverage for the Board, Board Members, and Lynx in connection with the administration and operation of their respective duties.

3.7 Amendment. These Bylaws may be amended from time to time by the affirmative vote of seventy-five percent (75%) of all Board Members as further set forth in Section 2.4 of the Joint Powers Agreement.

3.8 Construction.

A. If there is any conflict between the provisions of these Bylaws and the Joint Powers Agreement, the provisions of the Joint Powers Agreement shall govern.

B. Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holding.

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Schedule 1

Initial Board Members

Ada County Free Library District, DBA Ada Community Library: Mary DeWalt

Boise Public Library: Jessica Dorr

Caldwell Public Library: Lacey Forst

Eagle Public Library: Steve Bumgarner

Emmett Public Library: Alyce Kelley

Garden City Public Library: Lindsey Pettyjohn

Kuna Library District: Tam Svedin

Meridian Free Library District, DBA Meridian Library District: Nick Grove

Mountain Home Public Library: Shasta Hochstrasser

Nampa Public Library: Claire Connley

Twin Falls Public Library: Tara Bartley

EXHIBIT B
Lynx Membership Standards

Each Member Library shall continually meet the following membership standards:

1. *Library Director:* The Member Library must have a dedicated library director with the time and expertise to oversee the Member Library as well as participate in Lynx administration and governance efforts. Attendance at Lynx Board meetings is required by either the library director or qualified designee

2. *Cataloging:* The Member Library must have a designated cataloging function with dedicated, qualified staff who have time and resources to oversee cataloging for the Member Library as well as to participate in cooperative Lynx efforts.

3. *Circulation:* The Member Library must have a designated circulation function with dedicated, qualified staff who have time and resources to oversee circulation for the Member Library as well as to participate in cooperative Lynx efforts.

4. *Information Technology:* The Member Library must have qualified, dedicated IT staff or regular, timely access to outside IT expertise to meet ongoing administrative needs for Lynx participation as well as to participate in cooperative Lynx efforts.

5. *Internet:* The Member Library must have sufficient, dedicated broadband internet access to run all Lynx applications and services for staff and the public.

6. *Hours:* The Member Library must have sufficient hours to support courier drop off and pick up and to be open for the public to circulate materials.

7. *Size:* The Member Library must have sufficient space in its building(s) to sort, process, and store materials from Member Libraries as well as to make held materials available for users.

8. *Courier:* The Member Library must be geographically located in Idaho close enough to other Members Libraries that expanding courier service will be logistically and financially feasible.

9. *Strategic Planning:* The Member Library must periodically undertake a process to set strategic direction for its programs, services, and facilities. Strategic plans will be timebound, involve community input, and be approved by the governing board of the Member Library.

10. *Materials:* The Member Library must have ongoing funding to continually add new and relevant collections and to purchase materials in quantities that will enable the Member Library to meet demand from its users.

EXHIBIT C
Excessive Use Compensation

1. When a Member Library provides excessive in-person lending service to another Member Library's constituents, the lending Member Library may be entitled to compensation as set forth in this Exhibit C. The compensation threshold occurs once the number of annual transactions from the constituents of another single Member Library meets or exceeds fifty percent (50%) of the annual transactions of the lending Member Library's own constituents. Annual transactions shall represent a full calendar year.
2. Each January, the Administrator (or such other person as appointed by the Lynx Board) shall compile a statistical report of transactions (excluding renewals) that occurred between January and December of the year prior, and the Lynx Board shall appoint three (3) Board Members to a compensation team (the "Compensation Team") to determine if the excessive use threshold has been met for any Member Libraries under the Lynx Joint Powers Agreement and this Exhibit C.
3. The Compensation Team will use the statistical report to determine if the annual transactions from the constituents of another single Member Library meets or exceeds fifty percent (50%) of the annual transactions of a lending Member Library's own constituents. The Compensation Team shall distribute its findings to each Board Member by March of each year, indicating whether a Member Library owes another Member Library.
4. Compensation shall then be determined between the two affected Member Libraries. Compensation shall be based on usage, historical payments, and increased growth. If the two affected Member Libraries cannot agree on compensation, the Board will form a committee of three (3) Board Members to settle the dispute or reach a resolution no later than July 1 of such year.
5. A Member Library seeking compensation may elect, at its discretion, in-kind compensation in lieu of cash.
6. Compensation agreements are bilateral agreements between the two affected Member Libraries and require the signature and approval of the governing bodies of such Member Libraries. The bilateral compensation agreement shall identify and set forth the issue or issues involved in the compensation as well as the amounts, types, and dates of compensation. Nothing in a compensation agreement shall modify the Lynx Joint Powers Agreement.
7. Member Libraries are responsible for their respective local budgeting, local government policy/procedure resolutions and disputes, bilateral compensation resolutions/agreements and accounts payable/receivable.