AGENDA ITEM SUMMARY

DATE: 7/12/10 **DEPARTMENT:** PW - Parks **DEPT. HEAD SIGNATURE:** _____

SUBJECT: Motion to declare as surplus property the rodeo grounds lights and donate to the Carey Rodeo.

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

A request has been made for the donation of the existing lights at the rodeo grounds to the Carey rodeo group. These lights were scheduled for disposal as a part of the demolition contract. Per the attached email it is our recommendation that these lights be saved and if they can be safely taken down donated to the Carey Rodeo.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle #_____
Budget Line Item #_____ YTD Line Item Balance $_____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

___ City Attorney	___ Clerk / Finance Director	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	___ _____
___ Safety Committee	___ P & Z Commission	___ Police	___ _____
___ Streets	___ Public Works, Parks	___ Mayor	___ _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:
Date _____

City Clerk _____

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: Record
Copies (all info.):
Instrument # _____

*Additional/Exceptional Originals to: _____
Copies (AIS only)

Draft 12-30-03

Tom Hellen

From: Michael Bulls [mbulls@rlb-sv.com]
Sent: Wednesday, July 07, 2010 2:11 PM
To: Tom Hellen
Subject: FW: Rodeo Lights

Hey Tom,
See below. The lights were slated for discarding. However, if they can be logistically removed per Paul's email below, we would love to have them re-used.

Michael Bulls, AIA
Project Architect
Ruscitto/Latham/Blanton Architectura, P.A.
PO Box 419
Sun Valley, Idaho 83353
www.rlb-sv.com
T 208.726.5608
F 208.726.1033

From: Paul Stoops [mailto:paulstoops@cox.net]
Sent: Wednesday, July 07, 2010 1:59 PM
To: 'Michael Bulls'
Subject: RE: Rodeo Lights

Michael,

Donation isn't an issue, but the logistics, safety and exposure of retrieving them is. As I recall, we did talk briefly about that; I don't remember whether we came to any definitive conclusion about it In the end, the real question is going to be, who gets them down, and how?

Getting a lift up there to dismantle the lights from the poles creates some real exposure. If, on the other hand, the poles can be pulled with the lights and cross-arms in place, then dismantled on the ground, that would be the safest – just don't know if they can be protected through that process. Bill Bobbitt mentioned the possibility of Idaho Power providing the equipment to pull the poles, but don't know where that stands.

Hope that helps.

Thanks,
Paul

Paul D. Stoops, PE, MIES
Paul Stoops Associates
P.O. Box 1130
Hailey, ID 83333
tel: 208.788.8993
fax: 208.788.7634
cell: 208.720.5766
email: paul@ps-assoc.com

From: Michael Bulls [mailto:mbulls@rlb-sv.com]

Sent: Wednesday, July 07, 2010 1:44 PM
To: paul@ps-assoc.com
Subject: FW: Rodeo Lights

Paul,
I remember you saying that there may not much value in the light fixtures themselves. I also remember talking about getting them down and the logistics of that.
Thought on donating the lights?

Michael Bulls, AIA
Project Architect
Ruscitto/Latham/Blanton Architectura, P.A.
PO Box 419
Sun Valley, Idaho 83353
www.rlb-sv.com
T 208.726.5608
F 208.726.1033

From: Tom Hellen [mailto:tom.hellen@haileycityhall.org]
Sent: Wednesday, July 07, 2010 12:55 PM
To: Heather Dawson; Rick Davis1; Michael Bulls
Subject: Rodeo Lights

I just got a call asking if the rodeo lights could be donated to the Carey Rodeo group. My memory is these are slated for discarding/landfilling.

Thoughts on this donation?

Tom Hellen
Public Works Director/City Engineer
(208) 788-9830 X14

Please be aware that all email correspondence is public record

AGENDA ITEM SUMMARY

DATE: 7/12/2010 **DEPARTMENT:** Legal **DEPT. HEAD SIGNATURE:** _____

SUBJECT:

LDS Church deeds

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I have been contacted by a representative of the LDS Church about an exchange of quitclaim deeds involving the church property and Queen of the Hills Drive. The church is concerned about title issues with its property. To better describe the problem, I am attaching a copy of the Cedar Street Church Subdivision plat and e-mail correspondence between me and David Bauman. The Church is asking for an exchange of quitclaim deeds, one by Hailey to the Church conveying any and all of its interest in Lot 1 and one by the Church to Hailey conveying any and all of its interest in Queen of the Hills Drive. I have explained to the Church that I do not necessarily believe the exchange of deeds will be effective. But the Church has been persistent in pursuing the exchange of deeds. I am willing to recommend that we participate in this exchange because I do not see any harm to the City and if there is some defect in title to Queen of the Hills Drive, the quitclaim cannot hurt.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Casele #_____
Budget Line Item #_____ YTD Line Item Balance $_____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

___	City Attorney	___	Clerk / Finance Director	___	Engineer	___	Building
___	Library	___	Planning	___	Fire Dept.	___	_____
___	Safety Committee	___	P & Z Commission	___	Police	___	_____
___	Streets	___	Public Works, Parks	___	Mayor	___	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Generally discuss the proposal. If the council finds the proposal to exchange quitclaim deeds acceptable, make a motion to approve the quitclaim deed from Hailey to the LDS Church and authorize the mayor to sign, subject to the conditions that the LDS Church executes and delivers the quitclaim deed by the LDS Church to Hailey and that the deeds are simultaneously recorded.

FOLLOW-UP REMARKS:

Ned Williamson

From: "Ned Williamson" <wlo@cox-internet.com>
To: "David Bauman" <dbauman@nai-cres.com>
Sent: Thursday, July 01, 2010 5:17 PM
Attach: Quitclaim Deed--LDS Church4.doc; Quitclaim Deed--LDS Church3.doc
Subject: Hailey LDS Church Property

Dave,

I expect that the approval of the Hailey to Church deed will be on the July 12, 2010, city council agenda. I am attaching both deeds. I accepted all of the Church's revisions.

In looking at the Idaho statute about corporations' acknowledgements, it looks like we should state that the church representative is the president, vice-president, secretary or assistant-secretary. In pertinent part, Idaho Code §55-711 gives the following example of a corporate acknowledgement:

```
On this .... day of ...., in the year ...., before me (here insert the
name and quality of the officer), personally appeared .... known or
identified to me (or proved to me on the oath of ....) to be the
president, or vice-president, or secretary or assistant secretary, of
the corporation that executed the instrument or the person who
executed the instrument on behalf of said corporation, and
acknowledged to me that such corporation executed the same.
```

I would ask that you initiate the process of obtaining the Chuch's signature. To ensure simultaneous recordings, I will offer to record both original deeds once the City and Church have executed the deeds. If acceptable, I will hold Hailey's deed until I receive the original from you, along with a letter of instruction. That letter of instruction can direct me to record both deeds at the same time. Once recorded, I will send you conformed recorded deeds. If you have any suggestions, please contact me. Thank you.

Ned

Ned C. Williamson, Esq.
Williamson Law Office, PLLC
115 Second Avenue South
Hailey, Idaho 83333
Ph. (208) 788-6688
Fax (208) 788-7901

QUITCLAIM DEED

FOR VALUE RECEIVED, Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints, a Utah corporation sole, Grantor, does hereby convey, release, remise and forever quitclaim unto CITY OF HAILEY, 115 S. Main St., Ste. H, Hailey, Idaho 83333, Grantee, the following described premises:

> That portion of the Cedar Street Church Subdivision identified as "Queen of the Hills Drive," recorded as Instrument No. 562856, records of the Blaine County Recorder, Blaine County, Idaho,

together with its appurtenances.

DATED this ____ day of July, 2010.

CORPORATION OF THE PRESIDING
BISHOP OF THE CHURCH OF JESUS
CHRIST OF LATTER-DAY SAINTS

By_____
_____, its _____

STATE OF UTAH)
) ss.
County of Salt Lake)

On this _____ day of _____, 2010, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me, to be the _____ of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

_____
Notary Public for Utah
Residing at:_____
My commission expires:_____

QUITCLAIM DEED/1

QUITCLAIM DEED

FOR VALUE RECEIVED, the City of Hailey, Grantor, does hereby convey, release, remise and forever quitclaim unto Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints, a Utah corporation sole, Grantee, of 50 East North Temple Street, Salt Lake City, Utah 84150, any and all of its interest in Lot 1 of the Cedar Street Church Subdivision, recorded as Instrument No. 562856, records of the Blaine County Recorder, Blaine County, Idaho, together with its appurtenances.

DATED this ____ day of July, 2010.

City of Hailey

By_____
Richard L. Davis, Mayor

ATTEST:

_____
Mary Cone, City Clerk

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of June, 2010, before me, a Notary Public in and for said State, personally appeared Richard L. Davis, known or identified to me to be the Mayor of the City of Hailey, who executed the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

_____
Notary Public for Idaho
Residing at:_____
My commission expires:_____

QUITCLAIM DEED/1

A PRELIMINARY PLAT SHOWING

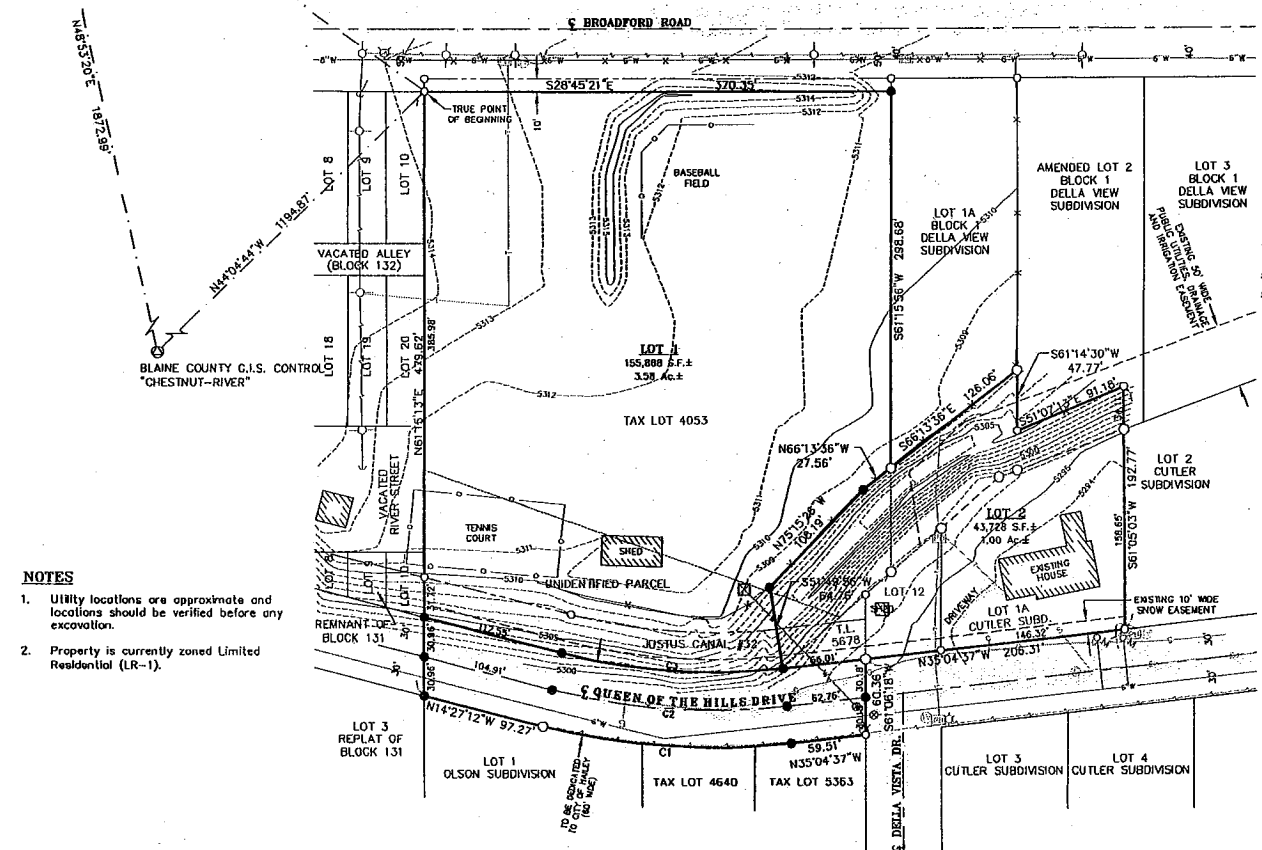
CEDAR STREET CHURCH SUBDIVISION

WHEREIN TAX LOTS 4053 AND 5678 AND LOTS 1A AND 12, CUTLER SUBDIVISION ARE SUBDIVIDED INTO TWO LOTS
LOCATED WITHIN THE NE1/4 OF SECTION 16, T.2 N., R.18 E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO

MAY 2007

60 30 0 60 120 180
SCALE IN FEET

SCALE: 1" = 60'

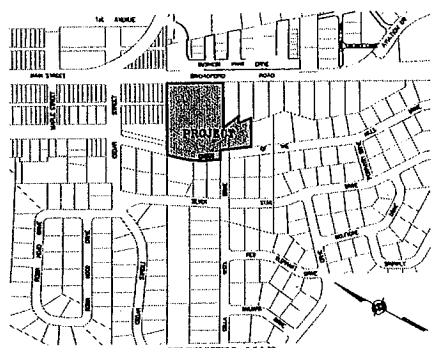


LEGEND

- Property Line
- Property/Lot Line to be Vacated
- Adjoining Property/Lot Line
- Centerline
- Boundary Line per R.O.S. 43642
- Easement Line
- Gas Line
- Approximate Water Line (under 3")
- 6" Water Line
- Existing Sewer Line
- Overhead Power Line
- Buried Power Line
- Underground Phone Line
- Fence Line
- 5' Contour Interval
- 1' Contour Interval
- Asphalt
- Found 5/8" Rebar
- Found 1/2" Rebar
- Proposed 5/8" Rebar, by P.L.S. 3621
- Gas Service
- Sewer Cleanout
- Existing Sewer Service
- Telephone Riser
- Cable Box
- Street Light
- Power Pole
- Guy Wire Anchor
- Fire Hydrant
- Water Vault
- Water Meter

NOTES

1. Utility locations are approximate and locations should be verified before any excavation.
2. Property is currently zoned Limited Residential (LR-1).



VICINITY MAP
N.T.S.

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date

South Central District Health Dept., EHS

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD DIRECTION
C1	198.47'	550.00'	100.33'	20°40'32"	197.40'	N 24°44'43" W
C2	187.67'	520.00'	94.87'	20°40'43"	186.66'	N 24°44'39" W
C3	176.87'	490.00'	89.41'	20°40'55"	175.92'	N 24°44'35" W

RICHARD D. FOSBURY, L.S. 3621

CEDAR STREET CHURCH SUBDIVISION

GALENA ENGINEERING, INC.
KETCHUM, IDAHO

SHEET 1 OF 2

Job No. 6104

P:\SSDPROJ\SIGA\eng\Boundary—Plat\6104plat_CedarStreetChurchSub_051707.dwg 5/17/2007 1:31:35 PM MDT

Ned Williamson

From: "David Bauman" <dbauman@nai-cres.com>
To: "Ned Williamson" <wlo@cox-internet.com>
Sent: Wednesday, May 05, 2010 9:40 AM
Subject: RE: Hailey, ID

Ned,

I hope you are doing well. I just left you a voice mail to discuss. In discussing your response with my client, they have the impression that the County bounced back the plat since it wasn't ready to be recorded. They rejected it due to the fact that the Church didn't have the authority to vest something it didn't own. Therefore, they feel there is still considerable confusion related to this property and it is that confusion that they are trying to clear up.

They still feel that it will be more clear for everyone if an exchange of quit claim deeds takes place: the Church quit claims whatever interest they have in the road, and the City quit claims their interest (whatever it may be) to the Church for the unidentified parcel. Then, we would make a correction to the plat. If nothing is done, then the Church will be left with adjacent property that nobody knows who owns it. As you can imagine, there are risks associated with this if someone felt they had a claim to the ground for whatever reason. There is enough ambiguity that the Church feels uneasy leaving it as it is, and we feel that if the City were cooperative in this effort, it would give the Church a higher level of comfort.

Please let me know if this is something the City will agree to.

Thanks,
Dave

NAI CRES
Corporate Real Estate Services, Worldwide

David Bauman
Director
NAI CRES
343 East 500 South I Salt Lake City, UT 84111
P: (801) 578-5541 I F: (801) 578-5500
dbauman@nai-cres.com
www.nai-cres.com
Global Reach, Local Touch

From: Ned Williamson [mailto:wlo@cox-internet.com]
Sent: Monday, April 19, 2010 4:10 PM
To: David Bauman
Cc: Beth Robrahn
Subject: Re: Hailey, ID

David,

I had a chance to review the entire Cedar Street Church Subdivision plat (recorded on 11-12-08 as Instrument No. 562856) at the Recorder's Office. Typically, street dedications are made on the Certificate of Ownership of a plat. And such a dedication was made on this plat. The certificate provides "[t]he portion of Queen of the Hills Drive right of way, as shown on the plat, is hereby dedicated to the City of Hailey in perpetuity."

For two reasons, I do not believe it is necessary for the church and the city to exchange quitclaim deeds. First, with the dedication, it is not necessary for the church to sign a quitclaim deed for the street. Title has already been conveyed by the church to the city. Second, I am not aware of any claim of title by Hailey to the area in yellow. But, if I am wrong on either point, I would be willing to recomend the

proposed swap.

Please let me know your thoughts. Thanks.

Ned

Ned C. Williamson, Esq.
Williamson Law Office, PLLC
115 Second Avenue South
Hailey, Idaho 83333
Ph. (208) 788-6688
Fax (208) 788-7901

----- Original Message -----
From: David Bauman
To: wlo@cox-internet.com
Sent: Friday, April 16, 2010 10:01 AM
Subject: Hailey, ID

Ned,

Thanks for your time today. As we discussed, the Church would like to exchange quit claim deeds with Hailey City. We would quit claim the section of Queen of the Hills Drive outlined in red in the attached sketch, and the city would quit claim its interests in the portion of the unidentified parcel outlined in yellow.

I have also attached a couple of other documents that may help.

Thanks,
Dave

NAI CRES
Corporate Real Estate Services, Worldwide

David Bauman
Director
NAI CRES
343 East 500 South | Salt Lake City, UT 84111
P: (801) 578-5541 | F: (801) 578-5500
dbauman@nai-cres.com
www.nai-cres.com
Global Reach, Local Touch

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AGENDA ITEM SUMMARY

DATE: 07/02/2010 **DEPARTMENT:** Library **DEPT. HEAD SIGNATURE:**

SUBJECT

Motion to accept the revised and updated LYNX agreement.

AUTHORITY: ☐ ID Code ☐ IAR _____ ☐ City Ordinance/Code _____

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

The Directors of the LYNX Consortium have revised and updated the LYNX agreement.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

___ City Attorney	___ Clerk / Finance Director	___ Engineer	___ Mayor
___ P & Z Commission	___ Parks & Lands Board	___ Public Works	___ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

The President of the Board of Trustees has reviewed and signed this contract. Ned Williamson has received a copy.

FOLLOW UP NOTES:

Agreement for LYNX! Consortium Services

This Agreement is made and effective this _____ day of _____, _____ (the Effective Date) for the purposes of increasing efficiency, convenience and relevancy of library services; increasing access to library materials; improving access to technology; ensuring greater accuracy in an online database; improving services to under-served populations; and coordinating specialized collections. In furtherance of the aforementioned purposes, the following parties (hereafter referred to as "LYNX! libraries") hereby agree to form and maintain a level of membership in the consortium to be known as the LYNX! Consortium:

(1) **ADA COUNTY FREE LIBRARY DISTRICT** (d.b.a. ADA COMMUNITY LIBRARY), 10664 W. Victory, Boise, ID 83709
(2) **BOISE PUBLIC LIBRARY**, 715 S. Capitol Boulevard, Boise, ID 83702
(3) **CALDWELL PUBLIC LIBRARY**, 1010 Dearborn, Caldwell, ID 83605
(4) **EAGLE PUBLIC LIBRARY**, 100 N. Stierman, Eagle, ID 83616
(5) **EMMETT PUBLIC LIBRARY**, 275 S. Hayes Avenue, Emmett, ID 83617
(6) **GARDEN CITY LIBRARY**, 6015 Glenwood, Garden City, ID 83714
(7) **HAILEY PUBLIC LIBRARY**, 7 West Croy, Hailey, ID 83333
(8) **MERIDIAN FREE LIBRARY DISTRICT**, 1326 W. Cherry Lane, Meridian, ID 83642
(9) **MOUNTAIN HOME PUBLIC LIBRARY**, 790 N. Tenth E., Mountain Home, ID 83647
(10) **NAMPA PUBLIC LIBRARY**, 101 11th Avenue South, Nampa, ID 83651
(11) **TWIN FALLS PUBLIC LIBRARY**, 201 Fourth Ave East, Twin Falls, ID 83301

NOW THEREFORE, the parties hereby agree as follows:

I. LYNX! CONSORTIUM MEMBERSHIP LEVELS AND REQUIREMENTS.

A. LEVELS OF MEMBERSHIP. The LYNX! Consortium is comprised of three different but progressive levels of membership as defined below. Each LYNX! library will request participation at a particular level of membership and the Library Directors for the LYNX! libraries will make the ultimate determination of membership level by simple majority vote. The three progressive levels of membership in the LYNX! Consortium are:

1. **Integrated Library System (hereinafter "ILS").** An on-line catalog, bibliographic and patron database system that member libraries cooperatively purchase, maintain, and share. Members may choose one or more components to participate in, including but not limited to the on-line catalog function, cataloging function, circulation function, acquisitions function, serials function, and other supporting functions. This is the basic level of membership for all LYNX! libraries in a progressive membership system such that all LYNX! libraries will, at a minimum, participate in the ILS.

2. **Cooperative Borrowing.** This category of membership includes participation in the ILS and also provides member library patrons in good standing with their

home library free access to direct check out of materials at any other Cooperative Borrowing LYNX! library. Patron cards from a LYNX! library in this membership category will be honored equally by all other Cooperative Borrowing LYNX! libraries. Each library's rules and procedures will have authority over its own items. The procedure for returning materials to the Cooperative Borrowing library where they were checked out is governed by the following sub-categories of this membership level:

a) ***Cooperative Borrowing Libraries Located Outside the Boise-Nampa Metro-Statistical Area***: Patrons return materials to the library where the materials were checked out or patrons may return materials to their home library and that home library is then responsible for returning the materials to the library from which the materials were checked out. For purposes of this sub-category, the term "Boise-Nampa Metro-Statistical Area" is defined by the United States Census.

b) ***Cooperative Borrowing Libraries Located Within the Boise-Nampa Metro-Statistical Area***: Patrons must return materials to the library where the materials were checked out. For purposes of this sub-category, the term "Boise-Nampa Metro-Statistical Area" is defined by the United States Census.

3. **Open Access.** This category of membership includes participation in the ILS and Cooperative Borrowing membership and also provides for delivery and return of patron holds by courier to the Open Access LYNX! library of the patron's choice. This is the only membership level that includes courier service, which is detailed at Section VII of this Agreement. A patron who holds a library card with an Open Access LYNX! library has access to walk-in check out and return of materials and may place a request for a hold on any eligible item and then may return that item to any other Open Access LYNX! library.

B. MEMBERSHIP STANDARDS. All parties acknowledge that they currently meet and agree to continuously maintain for the duration of this contract period and any subsequent renewal periods uninterrupted satisfaction of the following qualifying standards for membership in the LYNX! Consortium:

1. A qualifying institution must be a public library as defined by Idaho Code, Title 33, Section 2601-2611 and Section 2701-2729;
2. A qualifying library must have a two-to-six year strategic plan adopted by its governing board;
3. A qualifying library must arrange for Internet access separately, as deemed to be most advantageous to the specific library;
4. A qualifying library must have a full-time library director;
5. A qualifying library must have a full-time circulation manager; and
6. In addition to the foregoing five (5) standards, a qualifying library must satisfy a minimum of ten (10) other LYNX! Consortium Membership Standards set forth at Appendix A to this Agreement.

C. CHANGE IN OR WITHDRAWAL FROM MEMBERSHIP. All parties agree that any change in or withdrawal from membership in the LYNX! Consortium during the term of this Agreement or any subsequent renewal period is subject to the following:

1. A LYNX! library may only change its level of membership in the LYNX! Consortium or voluntarily withdraw from the LYNX! Consortium by providing written notification from its Library Director to the Library Directors of all other LYNX! libraries. Said written notification must be provided to the Library Directors no later than March 31st. Withdrawal shall be effective on the 30th of September of any year in which this Agreement is in force.
2. If any term of this Agreement is not met by a LYNX! library, the LYNX! Library Directors may ask that LYNX! library to voluntarily terminate its membership in the LYNX! Consortium and its status as a party to this Agreement. This potential course of action is not a required response to any one or more failures to abide by the terms of this Agreement. Failure to terminate a non-complying LYNX! library shall NOT operate as a waiver of the rights of the other LYNX! libraries to seek and obtain legal and equitable remedies whether for breach of contract or on some other legal or equitable basis against or from the non-complying library, nor shall it relieve the non-complying LYNX! library of its obligations pursuant to this Agreement.
3. A terminated or withdrawing LYNX! library, regardless of whether such withdrawal or termination is voluntary, shall NOT receive a refund of any monies paid for participating in the ILS, including monies paid into the ILS Upgrade Fund, which is an interest bearing account used to fund upgrades for the ILS. Nonetheless, the terminated or withdrawing library's share of money contributed to the ILS Upgrade Fund which has not yet been expended shall be refunded. For purposes of this agreement, the ILS Upgrade Fund means the interest bearing account used to fund upgrades for the Integrated Online System.
4. A terminated or withdrawing LYNX! library may copy bibliographic data for its holdings from the ILS at its own cost.
5. Member libraries may extend a grace period, at Directors simple majority vote, to withdrawing libraries that may need to withdraw due to fiscal constraints.
6. A LYNX! Library electing to change its membership level or that is withdrawing or terminating from the LYNX! Consortium, regardless of whether such withdrawal or termination is voluntary, must fulfill any and all obligation(s) occurring during its term of membership with respect to the open access compensation procedure set forth in Appendix B to this Agreement.

D. ADDITIONAL LIBRARIES.

1. A library not party to this Agreement as of the Effective Date of this Agreement may subsequently request to become a party to this Agreement and join the LYNX! Consortium by submitting to the LYNX! Library Directors a letter of

intent and agreement to the standards for membership set forth at Section I. B herein.

a) A request to join in the LYNX! Consortium and become a party to this Agreement must be approved by unanimous vote of the LYNX! Library Directors sharing the ILS and any such approval may be of a different membership level than that requested. A Director or Directors casting dissenting votes must clarify the dissent reason for the petitioning library. The membership level of the requesting library will be determined by a simple majority vote of the Library Directors excluding the library director of the requesting library.

b) Approval of a request to join the LYNX! Consortium may only be granted if:

(1) the participation of a requesting library will not unreasonably interfere in the use of the ILS by other existing LYNX! libraries;

(2) the requesting library has an established funding base and an annual budget that is sufficient to include LYNX! resource sharing costs; and

(3) a letter of support affirming financial support for Consortium costs from the requesting library's Board and/or City Council.

c) It is agreed that the addition of branch library facility locations that are part of the library system of a current LYNX! library may be added to the ILS without the afore-mentioned vote and approval, as long as the responsible current member LYNX! library assumes the costs for additional licenses, accessory equipment, and ILS enhancements to permit the addition of each new library branch facility.

2. Based upon a new member library's anticipated cost-share as determined by the pro rata cost share formula contained herein at Section V.F.5., any library or library district that joins the LYNX! Consortium subsequent to the Effective Date of this Agreement shall pay an initial buy-in fee to the ILS as a payment for existing shared equipment/software.

a) The initial basis for the buy-in fee shall be the cost of the current system configuration. This basis shall be revised as required, but no less frequently than every three (3) years, to consider the actual costs of ILS elements subsequently acquired.

b) Upon the agreement of all LYNX! libraries, the buy-in fee shall be deposited in the ILS Upgrade Fund, which is the interest bearing account used to fund upgrades for the ILS.

c) Should the new member library account for a higher cost-share percentage than initially anticipated, an additional buy-in charge may be levied against that member in the succeeding budget year.

3. In the event that the ILS is expanded with the addition of a new library or library district, each existing LYNX! library will receive a *pro rata* reduction in the costs of its participation in the ILS based on the cost-share percentage per the

formula set forth herein at Section V.F.5. attributed to the new library or library district.

E. BYLAWS AND VOTING.

1. The LYNX! Consortium is authorized to create bylaws that facilitate the operation of the LYNX! Consortium through the Library Directors and which provide procedure and governance for meetings.

2. A LYNX! library may only vote on matters that pertain to that library's particular level of membership in the LYNX! Consortium, e.g. only Open Access membership libraries may vote on courier service issues. In addition, voting membership in the LYNX! Consortium is restricted to those LYNX! libraries that:

a) Adhere to U.S. industry standard data entry and cataloging protocols as agreed upon by the LYNX! Consortium;

b) Pay an annual cost for sharing ILS per the pro rata cost share formula set forth at Section V.F.5. of this Agreement; and

c) Contribute to the ILS Upgrade fund, which is defined herein at Sections I. C. 4. and I.D.2.b.

II. LYNX! MEETINGS AND SUBGROUPS.

A. MEETINGS. Library Directors for each LYNX! library (hereinafter "Directors") shall meet not less than quarterly at a time and place set by the Directors. Each Director or his/her designated staff member shall be present at these meetings. Duties of the Chair and the Secretary of the LYNX! Consortium will rotate among the Directors. Non-directors may attend upon request or invitation of a Director for the purpose of presenting reports from specialized areas.

B. COMMITTEES AND TASK FORCES.

1. The LYNX! Consortium, through majority agreement of the Directors, may form any committees and/or task forces that it deems necessary to its operation, and dissolve any subgroups that it deems no longer necessary.

a) All subgroups are advisory to the Directors.

b) Recommendations or decisions of subgroups must be ratified by simple majority vote of the Directors in order to take effect.

2. The LYNX! Consortium shall have no authority over the library services, practices and properties of individual LYNX! libraries other than that authority which is expressly granted in this Agreement.

III. LYNX! MEMBERSHIP RIGHTS AND RESPONSIBILITIES.

A. Each LYNX! library is required to maintain a current and viable collection of materials for its own patrons.

B. Nothing in this Agreement shall require a LYNX! library to extend services to a non-resident patron beyond the kind, number, value, or quality of services provided to resident patrons.

C. A LYNX! library shall only extend services under this Agreement to a patron of another LYNX! library who holds a valid borrower's card from his/her home library and who is in good standing with his/her home library. The lending library may elect at its discretion to verify a patron's compliance with the afore-mentioned requirements and may deny service to a patron who does not meet said requirements or whose status does not correspond to the requirements of the lending Library.

D. Any agreement between LYNX! libraries for the issuance of library cards to each other's residents is not affected by membership in the LYNX! Consortium created by this Agreement.

E. All LYNX! libraries agree to provide electronic access to records of patron names, addresses and current standing to the other LYNX! libraries to the extent technically feasible for the sole purpose of verifying patron status. Notwithstanding the foregoing, LYNX! libraries shall have the discretion to verify patron status via other means.

IV. ILS COOPERATIVE CATALOGING.

A. The parties agree to share the bibliographic database portion of the ILS.

B. Each LYNX! library's rules and procedures will have authority only over its own holdings records, which are attached to the bibliographic records.

C. All LYNX! libraries who use the cataloging module shall have a working knowledge of cataloging records and the current standards of OCLC.

D. All LYNX! libraries using the cataloging module agree that:

1. Each LYNX! library will follow all U.S. industry standard cataloging rules;
2. Each LYNX! library will follow all U.S. industry standard written procedures;
3. Boise Public Library has the primary responsibility for the upkeep and management of the bibliographic database; and
4. LYNX! libraries will maintain open communications with each other as well as collaborative support and assistance when needed to ensure the best possible public service for all concerned.

V. ILS DATABASE SYSTEM.

A. <u>SYSTEM HARDWARE</u>.

1. All LYNX! libraries agree to have or acquire at their own individual expense all necessary and desired access stations including but not limited to servers, workstations, personal computers, routers, firewalls, software, and all other necessary communications and related equipment installed at their respective sites and attached and incorporated into the ILS.
2. Each LYNX! library will have and maintain, at its own individual expense, all necessary communication lines connecting its access stations to the ILS..

3. Boise Public Library Information Technology staff will manage all connections to Boise Public Library for ILS access.

4. Wide Area Network (WAN) management will be the responsibility of Boise Public Library Information Technology staff based on agreed upon points of demarcation for connections, as agreed with each LYNX! library.

5. The access stations at each site referred to herein shall be the sole property and responsibility of the LYNX! library that purchased said equipment.

6. At the termination or expiration of this Agreement, all improvements of any sort made to the ILS shall be the sole property of the ILS System Host, which is Boise Public Library.

B. SYSTEM OPERATION.

1. The ILS shall be available twenty-four hours a day, seven days a week, except for normal maintenance, or in the event of a system failure and these hours of operation of the central computer equipment and availability of the central computer equipment to LYNX! libraries will not be decreased unless agreed upon by all parties.

2. When feasible, all maintenance and software upgrades to the ILS shall be scheduled in advance with notification to all LYNX! libraries no less than twenty-four (24) hours in advance of the ILS being made unavailable.

3. Boise Public Library, as System Host, shall provide at no cost to all LYNX! libraries reasonable explanations of the conventions and procedures established and utilized in the operation of the ILS provided, however, that any direct costs incurred by the System Host in training ILS personnel for subsequent ILS software releases shall be reimbursed to it by all LYNX! libraries on a *pro rata* basis per the formula defined at Section V.F.5. of this Agreement.

a) For purposes of this Agreement, "System personnel" means only the person(s) whose salary and fringe benefit costs are shared by all LYNX! libraries.

b) Under normal circumstances, the cost incurred in training only one (1) member of the System personnel in ILS operations and software shall be shared equally by all LYNX! libraries;

c) In the event that it is deemed necessary by the Directors to send more than one person to the training, the System Host shall be entitled to negotiate with other LYNX! libraries prior to the training, regarding the sharing of training costs for the additional person(s).

d) System Host agrees to provide a training session for all other LYNX! libraries following any training attended by System personnel within thirty (30) days of the vendor's course.

C. SYSTEM MAINTENANCE.

1. Each LYNX! library shall be responsible for any and all maintenance agreements it has in regard to access stations and site-specific equipment. Each LYNX! library shall have such maintenance agreements on all equipment whose failure might adversely affect the operation of any part of the rest of the ILS System.

2. Each LYNX! library shall have maintenance agreements in place for the duration of this Agreement and any subsequent renewal periods and shall be individually responsible for maintaining all communications equipment and major connecting equipment used for accessing the ILS.

3. The System Host will maintain in effect the system vendor maintenance agreement relating to the ILS and shall negotiate where possible discounts that will be passed on to all LYNX! libraries for such things as prepayment of maintenance fees. All LYNX! libraries are responsible for paying their share of ILS related costs for central equipment according to the *pro rata* formula outlined herein at Section V.F.5.

D. ACCESS TO SYSTEM DATA.

1. Full access to information stored in the ILS relating to the bibliographic descriptions of library materials at each LYNX! library and relating to the holdings, availability and circulation status of such library materials shall be allowed to all LYNX! libraries.

2. Each LYNX! library shall maintain confidentiality of the information stored in the ILS relating to the patrons of each library. Only paid library staff may access the patron database.

3. The System Host shall allow each LYNX! library access to other machine-readable information stored in the ILS relating to the patrons, titles, holdings, and circulation status of each respective LYNX! library and facilities to extract and/or copy said information in machine-readable or other form at the sole expense of each LYNX! library.

E. SYSTEM SUPPLIES.

Each LYNX! library shall acquire, at its sole expense, any encoded labels it chooses to utilize in order to identify patrons and library materials at each of the LYNX! libraries.

F. SYSTEM COSTS.

1. All LYNX! libraries shall share the cost of System Personnel salary and fringe benefits on a pro rata basis pursuant to the formula set forth herein at V.F.5. Costs encompass other staff assistance from the Information Technology Group regarding Wide Area Network issues, trouble-shooting, on-site visits, etc., from Circulation staff regarding circulation issues, and from Cataloging staff regarding data base entry and authority control work.

2. All LYNX! libraries shall share in the costs of ILS maintenance, ILS support costs, and the ILS Upgrade Fund for replacement of any part or upgrade of the

ILS that affects the entire membership on a pro rata basis pursuant to the formula set forth herein at Section V.F.5.

3. On a regular basis, but no less frequently than every two (2) years, the holdings database of the ILS shall be corrected to comply with Authority Control cataloging standards. All LYNX! libraries, based on each library's share of the total holdings, shall share in the cost of the corrections on a pro rata basis pursuant to the formula set forth herein at Section V.F.5.

4. A simple majority vote of LYNX! Library Directors will determine whether further expansion of the capacity of the ILS shall be required, or a new ILS purchased. All LYNX! libraries shall share in the cost of a capacity expansion or migration to a new system on a pro rata basis as determined by the formula set forth herein at Section V.F.5. The Directors shall review and evaluate the performance of the ILS on a biennial basis.

5. LYNX! Consortium Pro Rata Cost Share Formula.

a) The following formula shall be used to determine a percentage applicable to each LYNX! library as a pro rata cost share and such percentage shall be used as required herein:

(1) Each member shall provide to the host library the total annual circulation for its system, the total number of holdings for its system, and the total number of staff PCs for its system on a fiscal year basis.

(2) The host library shall calculate each member library's percentage of total consortium circulation, total percentage of consortium holdings, and total percentage of consortium staff PCs

(3) The three percentage figures will be added and divided by three to determine the percentage applicable to each library and the pro-rata cost share percentage for the maintenance fees and subscription costs, support fee, and annual fee for contingency and replacement.

Member library percentage of total consortium circulation
+ Member library percentage of total consortium holdings
+ Member library percentage of total staff PCs
divided by 3
=Cost share percentage.

B) The cost share percentage shall be determined via the above formula annually in March of each year through unanimous consent of the LYNX! Consortium Library Directors, so that estimated costs can be adequately budgeted for by each participating LYNX! library in the October 1 -September 30 budget year and to ensure equitable cost sharing among all LYNX! libraries.

6. Nothing in this Agreement shall prevent the System Host from utilizing any additions or improvements to the ILS which enhance its capabilities. With the exception of ILS upgrades and maintenance, other LYNX! libraries shall not be required to contribute to any further expansion of ILS capabilities except as may be agreed upon by all LYNX! libraries in the future. However, should any other LYNX! library wish to take advantage of these ILS improvements, it shall either reimburse the System Host for its *pro rata* share of the original cost of the improvement, or purchase the application directly from the vendor.

7. Each LYNX! library shall be individually responsible for the costs of electrical power, heat, light, ventilation, air conditioning, or other environmental controls at its premises, as well as for the costs of establishing, operating, and maintaining their Local Area Network (LAN). System personnel from the System Host will be available for telephone consultation and trouble shooting in the event of LAN or Wide Area Network (WAN) problems at other LYNX! library sites.

8. System Host shall submit invoices for salary and fringe benefits of System personnel, supplies, central ILS maintenance costs, annual contingency fee, and other agreed upon costs on a quarterly basis. Said invoices shall be submitted in the months of December, March, June, and September. Invoices are due and payable within thirty (30) days of receipt.

VI. LIMITATION ON LIABILITY.

Each LYNX! library shall use its best efforts to maintain the integrity of ILS files, and to use the appropriate fields for ILS information as designated by the vendor. No LYNX! library shall be responsible to or liable to any other LYNX! library for the reliability or performance of the ILS or of the ILS access stations or communications lines procured by each individual LYNX! library except that which is in accordance with Section V. F.1. of this Agreement.

VII. COURIER SERVICE FOR OPEN ACCESS MEMBERSHIPS.

A. THE SERVICE. LYNX! libraries with Open Access membership shall share the cost of a courier service to deliver and return materials amongst themselves based upon an agreed upon process and the formula contained in Appendix C to this Agreement.

B. OWNERSHIP OF COURIER VEHICLE. Boise Public Library, having provided matching funds from local tax monies for the current courier vehicle, maintains ownership of the vehicle in use as of the Effective Date of this Agreement and purchased for use in the courier delivery service for the duration of its serviceable life. The vehicle in use for courier delivery service as of the Effective Date of this Agreement shall remain with the Boise Public Library if and when the LYNX! libraries withdraw from this Agreement or dissolve it by mutual consent. The cost of maintenance and liability insurance for the courier delivery vehicle is to be borne by the library with primary ownership and custody of said vehicle.

C. DELIVERY SCHEDULE. Courier deliveries will originate from the library which has custody of the courier vehicle, currently Boise Public Library (BPL), immediately before any given delivery. It is agreed that the delivery schedule shall be determined BPL and may be adjusted as reasonable and necessary. Such schedule changes may affect the allocation of costs among the Open Access Membership Lynx! libraries.

D.

E. REPLACEMENT OF COURIER VEHICLE. The Open Access membership LYNX! libraries will share the cost of acquiring a new or replacement courier vehicle pursuant to the provisions of Appendix C hereto. As of the Effective Date of this Agreement, a contingency fund belonging to Ada, Boise, Caldwell, Eagle, Garden City, Meridian and Nampa libraries exists and is held at the Meridian Library District and it may be expended as payment, in whole or in part, for a replacement courier vehicle. When a decision is made via simple majority vote of Open Access Library Directors to purchase a replacement courier vehicle, primary ownership and custody of said vehicle will be reviewed and may be re-assigned by simple majority vote of Open Access Library Directors.

F. STATUS OF COURIER EMPLOYEE. The courier position shall be filled by an employee of the LYNX! library that has been designated responsible for the courier vehicle and courier services. Hiring for the courier position shall be in accordance with the policies and procedures of the afore-mentioned library. All personnel policies and other city or district library policies regulating employee salary, rights, and benefits of the aforementioned library shall apply to the courier position.

G. COST SHARE METHOD. Actual operating costs for the courier service are allocated by a formula which takes into account the frequency of the delivery service received by each LYNX! library, the quantity of materials returned to each LYNX! library from other locations, and mileage that must be traveled by the courier in order to provide the service to each LYNX! library. This formula as it exists on the Effective Date of this Agreement is contained at Appendix C hereto but said formula will be re-evaluated annually by the Open Access Library Directors.

H. STATISTICAL INFORMATION. Statistics reflecting the quantity of materials picked up from and delivered to each LYNX! library are kept by the ILS. This information shall be accessible to all LYNX! libraries through the ILS.

I. ADDITIONAL COURIER SERVICES. Nothing in this agreement shall prohibit the development of courier services by LYNX! libraries outside of the Boise-Nampa Metro Statistical Area. For purposes of this Agreement, the Boise-Nampa Metro Statistical Area is defined by the United States Census.

VIII. TERM OF AGREEMENT.

A. ORIGINAL TERM. This Agreement shall commence on the Effective Date and shall terminate on September 30, 2015.

B. RENEWAL TERMS. This Agreement shall automatically renew for consecutive five (5) year terms unless terminated by any party at the end of the initial term or any renewal term upon ninety (90) days written notice to the other parties. This Agreement shall remain in full force and effect for all other signatories.

IX. PARTICIPATION CONTINGENT UPON FUNDING.

Should any political jurisdiction which funds a LYNX! Library reduce or cease funding a LYNX! library during the term of this Agreement or during any subsequent renewal period, then that library may elect not to participate during the period of its reduced or eliminated funding, and may re-activate its participation with no penalty when its funding is restored. Nothing in this Agreement shall require the continuation of the Agreement beyond legally required time or funding limits.

X. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement succeeds, supersedes and extinguishes any and all previous understandings, negotiations and agreements by or between the parties hereto, whether or not in writing, for automated circulation, integrated on-line services, Internet services, courier services, cooperative borrowing, open access and any other subject matter hereof.

XI. AMENDMENT.

This Agreement may be amended at any time during the initial term or during any renewal term by written agreement between the parties duly executed by each of them.

XII. AUTHORIZATION.

The persons executing this Agreement on behalf of Ada, Boise, Caldwell, Eagle, Emmett, Garden City, Hailey, Meridian, Mountain Home, Nampa, and Twin Falls libraries and on behalf of any other library joining the LYNX! Consortium subsequent to 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, and that, upon the execution hereof, this Agreement shall be a valid and binding agreement of the entity represented by him/her.

XIII. GOVERNING LAW.

This Agreement shall be construed and the rights of the parties governed by the laws of the State of Idaho.

XIV. 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 address(es) listed on page 1 of this Agreement.

XV. SEVERABILITY.

If any portion of this Agreement is found to be invalid, ineffective, illegal or unenforceable, all other provisions of this Agreement shall remain valid and in full force and effect.

XVI. ACCOUNTING AND DOCUMENTATION.

An accounting for services and documentation identifying the financial expenses for ILS and courier services provided pursuant to this Agreement shall be provided by the System Host to the Library Directors at the regular meetings of the Directors as described at Section II. A. herein.

XVII. INDEMNIFICATION.

All parties to this Agreement agree to indemnify, save, defend and hold harmless all other parties, their cities, districts and personnel from and against any and all losses, claims, damages, actions and expenses (including reasonable attorneys fees) brought by another party to this Agreement and arising or resulting from the performance of the services that are the subject of this Agreement, provided that any such loss, claim, damage, action or expense is not caused by or arising out of the tortious conduct, gross negligence or willful misconduct of the party seeking indemnification or that party's employees, agents or representatives.

XVIII. NO THIRD PARTY RIGHTS.

This Agreement is for the protection and benefit of the parties hereto, 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 the LYNX! Consortium, and whether a non-party library shall be permitted to become a party to this Agreement and a member of the LYNX! Consortium, and on what terms, shall be a matter in the sole and absolute discretion of the parties hereto.

XIX. HEADINGS.

The headings contained in this Agreement are for convenience and ease of reference only and shall not deemed to be a part of this Agreement for the purpose of construing or interpreting it.

IN WITNESS WHEREOF, the parties have executed this Agreement for LYNX! Consortium Services as of the date first above written.

Membership Level _____ _____
Ada County Free Library District (sign/print/title) (Date)

Membership Level _____
Boise Public Library (sign/print/title) (Date)

Membership Level _____
Caldwell Public Library (sign/print/title) (Date)

Membership Level _____
Eagle Public Library (sign/print/title) (Date)

Membership Level _____ _____
Emmett Public Library (sign/print/title) (Date)

Membership Level _____
Garden City Library (sign/print/title) (Date)

Membership Level _____
Hailey Public Library (sign/print/title) (Date)

Membership Level _____
Meridian Free Library District (sign/print/title) (Date)

Membership Level _____
Mountain Home Public Library (sign/print/title) (Date)

Membership Level _____
Nampa Public Library (sign/print/title) (Date)

Membership Level _____
Twin Falls Public Library (sign/print/title) (Date)

Appendix A
LYNX! Consortium Membership Standards

All prospective and existing members of the LYNX! Consortium must meet the five qualifying standards marked by asterisks (*) and at least 10 of the remaining standards outlined below.

ACCESS:

1. Non-Duplicated Hours: The number of non-duplicated hours for each member library facility(ies) should be a minimum of 48 hours.
2. Evening Hours: Each member library should have regular open evening hours.
3. Weekend Hours: Each member library should have regular open weekend hours.

ADMINISTRATION:

1. Idaho Statute/Code: * A qualifying institution must be a public library as defined by Idaho Code, Title 33, Section 2601-2611 and Section 2701-2729.
2. Strategic Plan: * A qualifying library must have a two-to-six year strategic plan adopted by its governing board.
3. Internet: * A qualifying library must arrange for Internet access separately, as deemed to be most advantageous to the specific library.
4. Technology Plan: Each member library should have a technology component to its strategic plan or a separate technology plan adopted by its governing Board.

COLLECTIONS:

1. Materials: Each member library should spend a minimum of $3.00 per capita population on materials (Books, A-V, periodicals, and databases) or 10% of its operating budget.

FACILITIES:

1. Square Footage: The minimum size for a permanent LYNX! Consortium library structure should be 10,000 square feet of space dedicated exclusively to library purpose.
2. Distance: A new member library should be within 50 miles of the nearest LYNX! Consortium library.

SERVICES:

1. Value-added Programming: Each member library should offer weekly value-added programs to youth patrons.

STAFFING:

1. Library Director: * A qualifying library must have a full-time library director.
2. Circulation Manager: * A qualifying library must have a full-time circulation manager.

3. Full-time Staff: Each member library should have a .5 FTE staff per 1,000 populations.
4. MLS Degrees: Each member library should have at least one staff member who has obtained an MLS degree.
5. Reference and Readers' Advisory Staff: Each member library should have designated and trained reference and readers' advisory staff.
6. Cataloging:
    a. Each member library should have a librarian with an MLS degree to oversee the cataloging function.
    b. Each member library should have a librarian with an MLS degree to do its library's original cataloging, (which may be the same position as 6a)
7. Youth Services Staffing: Each member library should have designated and trained youth services staff serving pre-school through high school aged patrons.
8. IT Staff: Each member library should have designated IT staff or regular access to outside IT expertise.

Appendix B:
Compensation Procedure for Boise – Nampa MSA:
Open Access Compensation

Revised 3/19/2010 by Lynx! Directors

Unique Household = All registered borrowers at one residence.

Guidelines:

1. When an Open Access Library provides lending service to more than four percent (4%) of its total registered borrowing households to the registered borrowing households of another single library's jurisdiction representing a period of a full calendar year, that lending library may be entitled to compensation.

2. Libraries receiving contract payments for lending service or payments made due to annexation and subsequent loss of revenue for service from a single library shall not be eligible for open access compensation from that library.

3. A library seeking compensation may elect, at its discretion, in-kind compensation in lieu of cash.

4. Compensation agreements are bilateral agreements between two parties and require the signature and approval of the governing bodies of the two 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 this Agreement.

5. Failure to compensate a member library under this agreement will be reported to the LYNX! Directors and may result in forfeiture of LYNX! Membership at the Boise – Nampa MSA: Open Access Membership level.

Payment Processes:

1. LYNX! Directors shall appoint 3 Directors (Compensation Team) to compute the amount of compensation owed to/by member libraries under the compensation section per the LYNX! Agreement.

2. The System Administrator shall compile a cumulative statistical report each month consisting of:

    a. Number of active registered borrowers and unique registered households for each member library

b. Number of repeat (more than once) unique households from each library jurisdiction using each library for each library

The report will be submitted to the LYNX! Directors on a monthly basis during the second week of the month.

3. The Compensation Team will file a compensation calculation to each Director by February 1st indicating the amount the member library owes to other member libraries the following fiscal year. One full-year of statistics will be used (January through December).

4. Compensation disputes will be addressed by the Directors with resolutions/decision no later than March 1st of each year.

5. Member libraries are responsible for their respective local budgeting, local government policy/procedure resolutions and disputes, bilateral compensation resolutions/agreements, and accounts payable/receivable.

Formula:

a. Total number of repeat unique households from Library B using Library A when those households exceed four percent of Library A's total unique registered households.
b. Less number of Library A unique households using Library B.
c. Less four percent of Library A total unique households.
d. Resultant number times the non-resident fee for Library A equals total compensation due.

Statistics obtained through the shared ILS by the System Administrator.

Formula Example:

Library A records repeat use from Library B of 1,147 unique households. Library A has 2,323 unique households. Library B unique households equals 49% of the total registered unique households of Library A. Therefore, Library A is entitled to compensation using the following formula:

Library B unique repeat households using Library A	Less # of like usage from Library A @ Library B	Less 4% of Library A unique households	Revised number of Library B unique households using Library A	Library A Current non-resident fee	Total Compensation Due
1,147	-218	(2,323*.04)= -93	836	$60	$50,160

Appendix C
Lynx! Libraries Open Access Courier Formula

1. Determine the average number of items couriered each week per location. Statistics are generated from the ILS and obtained by the System Administrator.
2. Determine the consortium-wide total average number of items couriered per week.
3. Determine the percentage of the consortium-wide total of items couriered per location.
4. Determine the pro-rated cost share for each location of the courier personnel. The pro-rated cost share is determined by multiplying each location's percentage of total consortium items couriered by the total cost of salary and benefits for courier personnel.
5. Determine the number of visits per week to each location.
6. Determine the mileage per run to each location from Boise Public Library Main Library.
7. Calculate the total each location logs per week (number of visits per week X number of miles per run).
8. Calculate the percentage of total courier miles per location.
9. Multiply the percentage of total miles by the maintenance and operating costs to determine the operating cost share.
10. Add the cost-share for salary and benefits to the cost-share for maintenance and operating to determine the total cost share per location.

LIBRARY LOCATION	Average number of items couriered per week	Percentage of total consortium items couriered	Total cost of courier salary and benefits	**A. Cost share of Personnel** ***(percentage of total consortium items couriered X total cost of courier salary and benefits)***	Courier visits per week	Mileage from Boise Main per run	Total Miles *(visits per week X mileage from Boise Main)*	Percentage of total consortium miles	Total Operating Costs	**B. Cost share for operating costs** ***(Percentage of total consortium miles X total operating costs)***	**T C C S F L (s p + s c c**