

## **JOINT POWERS COOPERATIVE INFORMATION NETWORK AGREEMENT**

This Joint Powers Agreement, hereinafter "Agreement", originally made the 1st day of April, 1984 and most recently amended on the 17<sup>th</sup> day of May, 2023, between:

Benewah County District Library  
Clarkia District Library  
Coeur d'Alene Public Library  
Community Library Network  
Kellogg Public Library  
Liberty Lake Municipal Library  
Mullan Public Library  
Osburn Public Library  
Pend Oreille County Library District  
Plummer Public Library  
Priest Lake Public Library  
Silver Hills Elementary Library  
St. Maries Public Library  
Wallace School District  
Wallace Public Library  
West Bonner County Library

Hereinafter referred to as "Members".

Pursuant to authority granted by sections 67-2326 through 67-2333 of the Idaho Code, and the Interstate Library Compact, the Members agree as follows:

### **1. DECLARATION OF PURPOSE & DESCRIPTIVE INFORMATION**

Since each of the Members provides library services to the citizens of the States of Idaho and Washington, and since each of the Members requires more efficient and effective means of delivering said services, it has been determined that such efficient and effective means can most economically and expeditiously be obtained through the joint efforts of the Members. The Members do mutually agree to establish the Cooperative Information Network, hereinafter referred to as "CIN". The purpose of the CIN is to acquire, own, and operate or contract for the services of a turn-key computerized online automated system with all of the benefits such a shared system can provide.

### **2. TERM OF AGREEMENT**

This Agreement shall be effective as of the 1st of April, 1984, and shall be for a term of three (3) years from such date. The agreement shall be automatically renewed at the end of said term unless terminated as hereinafter provided in the of this Agreement titled WITHDRAWAL AND DISSOLUTION.

### **3. GOVERNING BODY**

CIN will be administered by a governing body consisting of the library boards of the Members. Each library board will have one vote, represented through the participation of the respective Library Directors or their proxies. All decisions of the Governing Body will be determined by a simple majority. An operating agreement may be adopted as necessary by the Governing Body, by majority vote.

### **4. MEMBERSHIP**

Voting membership in CIN is limited to the Members. The Governing Body will determine the method and terms under which the services of the automated system may be made available to the Members.

### **5. OWNERSHIP AND MANAGEMENT OF THE AUTOMATED SYSTEM**

CIN may choose to own or lease all automated system hardware and software. Conveyance of all property owned or leased by CIN will require approval of the Governing Body. Approval will be granted by a simple majority vote. The rights to all software that is part of the automated system reside with CIN, subject to the terms and conditions of CIN's agreement with the vendor of said system.

Alternatively, CIN may choose to contract for automated system hardware and software with appropriate agencies, consortia or organizations. Such contracts will require approval of the Governing Body which will be granted by a simple majority vote. CIN will obtain such software rights as are part of the contract negotiated with the appropriate agency, consortium or organization.

All workstations, terminals, optical input devices, telecommunications equipment, printers, portable terminals, and any other hardware that is located in the various library sites operated by each individual library is owned or leased by an individual library.

CIN initially designated Kootenai County Free Library District, now known as Community Library Network, as the fiscal and operating agent for the period July 1, 1983 to June 30, 1984, the duration of the Library Services and Construction Act (LSCA) Grant No. 84-3-9. Beginning July 1, 1984, the fiscal and operating agent will be determined by the Governing Body for the continuation of CIN. As a result of Government Accounting Standards Board (GASB) No. 34 auditing regulations, beginning in the renewal period of 2005, the Consolidated Free Library District, now known as Community Library Network, was declared the fiscal agent for so long as CIN is a component unit of the Consolidated Free Library District /Community Library Network for auditing purposes.

### **6. SYSTEM MAINTENANCE**

CIN will contract for maintenance of the automated system hardware and software, or will obtain such maintenance as part of the contract with another appropriate agency, consortium or organization. Automated system hardware and software costs will be shared among the Members based on a formula determined by the Governing Body. Hardware located at individual library sites will be maintained by the individual library.

## **7. SERVICE AVAILABILITY**

The automated system shall be available for use by the Members on a schedule of hours agreed upon by CIN and the appropriate agency, consortium or organization as necessary. CIN, through its contract(s) for hardware and software maintenance, will ensure that the equipment is maintained in such a fashion as to provide for down time and response time in accordance with the specifications contained in the contract(s). It is understood that it may occasionally be necessary to temporarily suspend system availability because of operational or maintenance requirements.

## **8. WITHDRAWAL AND DISSOLUTION**

Any Member may withdraw from CIN upon receipt by the Governing Body of written notice of intention to withdraw. Such notice must be given at least 180 days in advance of withdrawal. Any Member who withdraws according to the terms of and conditions set forth in this agreement shall receive a copy of their borrower file and item file. The withdrawing library shall not be entitled to the recovery of any monies paid to CIN. If the automated system hardware must be moved, the allocation of relocation costs shall be the responsibility of the Governing Body.

The Governing Body may at any time decide to dissolve CIN upon two-thirds (2/3) majority vote of the Body. All equipment owned by CIN shall be disposed of in a manner to be determined by the Governing Body. The proceeds from any sale shall be distributed to the Members in the same proportion as their voting rights.

## **9. CONFIDENTIALITY OF DATA**

The circulation and patron records of the Members are to be considered "Confidential" regardless of the source of inquiry. Employees of the Members shall have access to such records to provide for the orderly operation of each library; however, such records will not be made available to anyone else except pursuant to such process, order, or subpoena as may be authorized by law.

Upon receipt of such process, order, or subpoena, consultation shall be made with an attorney selected by the Governing Body to determine if such process, order, or subpoena is in good form and if defects are noted, insistence will be made that such defects be corrected before any records are released. Any problems or conditions relating to the privacy of circulation or patron records which are not provided for in this policy statement shall be referred to the Governing Body for resolution.

## **10. FISCAL YEAR**

The fiscal year of CIN will be October 1 through September 30.

## **11. BUDGET**

An annual budget will be drawn up by the Members in March and submitted to the Governing Body for approval in April. The Governing Body will adopt the annual budget. A monthly financial statement will

be prepared for the Governing Body by the fiscal agent. Extraordinary expenditures not contained in the budget shall require approval of the Governing Body. An annual audit will be performed and paid for from the CIN budget. The CIN fiscal agent shall be responsible for hiring the certified public accountant (CPA) to perform the audit.

#### **12. COST ALLOCATION – INITIAL COSTS**

The initial costs of the automated system hardware and software were covered by funds from LSCA Grant No. 84-3-9. The Members will be responsible for the purchase and insurance of their own workstations, optical input devices, telecommunications equipment, printers, portable terminals, and any other hardware that is located in the various library sites operated by each individual library. The Members will share equally the costs of telecommunication equipment maintenance and insurance for the automated system equipment, software and database.

#### **13. COST ALLOCATION – ANNUAL OPERATIONAL COSTS**

Each of the Members will pay a share of the costs of operating CIN which may include contracts for the automated system, including maintenance of the hardware and software, courier, supplies, bookkeeping and audit. The Governing Body will review annually the cost allocation, together with records of the use of the automated system by each of the Members, and the costs will be adjusted if necessary to ensure that the resulting cost shares are proportional with the use of the system by the respective Members.

#### **14. COST ALLOCATION – OTHER**

Members will be responsible for the purchase and insurance of their own workstations, terminals, optical input devices, telecommunications equipment, portable terminals, and any other hardware that is located in their libraries.

All other costs, including maintenance costs of hardware to be located at the various library sites operated by the Members, communication charges, and maintenance of telecommunication hardware used by the respective Members and Contract Members, and supplies located at and consumed by the various library sites will be borne by the respective Members. The Members may, in order to receive more advantageous prices, elect to jointly buy certain products and supplies, and insure and/or maintain individually owned equipment. A contingency fund will be established to provide for emergencies and mutually agreed upon future purchases.

#### **15. PAYMENT – INITIAL COST SHARES**

An account shall be set up by CIN to be signed by the fiscal agent and co-signed by a designated member of the Governing Body. Each of the Members will pay into the account maintained by CIN or its designee an amount of money equal to the share assigned to each of the Members according to the method described in the section of this Agreement titled COST ALLOCATION—INITIAL COSTS.

## **16. PAYMENT – ANNUAL OPERATIONAL COSTS**

Payment for annual operating costs shall be made by Members in one or more payments each fiscal year. The amount and payment dates will be set at the annual budget meeting. If a Member fails to pay annual operational costs into the fund in accordance with the requirements set by the Governing Body, automated services to that Member may be suspended by the Governing Body.

## **17. CONTRACTS**

The initial contract for software between Sydney Development Corp. and Kootenai County Free Library district shall be for the period December 1983 through December 1984. At the end of this period, the contracts with the vendors of the automated system shall be between CIN and the vendors. The Members agree that the provisions of this CIN agreement will take precedence over any individual contracts that may exist between the respective Members as separate entities and vendors involved with the automated CIN system.

## **18. INSURANCE**

If necessary, insurance on the automated system hardware will be obtained by CIN.