

# LIBRARY BOARD MEETING - SEPTEMBER 15, 2022

Blanding Library / Virtual Link: meet.google.com/ari-xqry-hxq September 15, 2022 at 4:56 PM

# **AGENDA**

#### **CALL TO ORDER**

**ROLL CALL** 

#### APPROVAL OF MINUTES

1. Library Board Minutes - 7/21/2022 Meeting

#### **PUBLIC COMMENT**

#### **BUSINESS/ACTION**

- 2. Letter of Interest Marjorie Haun-Storland
- 3. Revised Policies
- 4. San Juan County Library and Grand County Services Contract
- 5. Overdrive / Beehive Consortium Contract
- <u>6.</u> LSTA 3rd Borrower's Support Grant

#### LIBRARY DIRECTOR REPORT

- 7. Library Director Report July to August 2022
- 8. Library Statistics
- 9. Benchmarks FY 2021

## REPORTS FOR BLANDING, MONTICELLO AND SATELLITES

10. Assistant Library Director / Monticello Branch Librarian

#### LIBRARY CHAIR REPORT

#### **ADJOURN**

\*\*In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the San Juan County Clerk's Office: 117 South Main, Monticello or telephone 435-587-3223, giving reasonable notice\*\*



#### LIBRARY BOARD MEETING

Virtual/Blanding Library July 21, 2022 at 5:30 PM

## **MINUTES**

**CALL TO ORDER: 5:36 PM** 

#### **ROLL CALL:**

**Present:** Ramona Chamberlain (Board Chair), Zak Podmore, Genevieve Ford, Carolyn Dailey, Tim Schulte, Lucille Cody; Nicole Perkins (Library Director), Mikaela Ramsay (Assistant Library Director), Mack McDonald (County Representative)

#### APPROVAL OF MINUTES

1. Approval for March 31, 2022 Library Board Minutes (Podmore moved to approve, Schulte seconded. Motion passed unanimously) and June 31, 2022 Minutes (Schulte moved to approve and Dailey seconded. Motion passed unanimously.)

#### PUBLIC COMMENT

A Blanding resident who recently moved to Kayenta spoke to Genevieve Ford saying the Kayenta facility is unsatisfactory after Blanding and complicated the Blanding services.

#### **BUSINESS/ACTION**

N/A

#### LIBRARY DIRECTOR'S REPORT

Nicole Perkins reports that UEN and UETN will be covering all Internet costs in Bluff, Montezuma Creek, and Monticello through Emery Telecom until further notice for the rest of this year.

The Summer Reading program is doing well. Using BINGO cards has been a popular option and saves the library a lot of money. There are cards available for 12 and under or for 12 and up.

The hydroponics systems in Blanding and Monticello have been used for activities, and they are having their first harvest.

The puppet show was held for the first time in Montezuma Creek this year, but there was weak participation. They hope to publish information about it better next year. Advertising probably didn't happen, but transportation may also have been an issue. Lucille Cody provided ideas to

improve attendance next time, such as using KNBN radio station. Dailey suggested food and Cody mentioned that a local company might be willing to sponsor a lunch.

New themed displaces have been created monthly in Blanding by the talented Kalvina Hangley.

- Bluff is promoting Overdrive and other services, but frequently absences by staff have had to be covered. The YA and DVD collections are being expanded in Bluff. The collection in Bluff is being cataloged to match the rest of the county's records, as well.
- La Sal has had success with the new librarian Marsha Sanders. Now the branch is open two days a week: Tuesday 9 to 3 and Friday 3 to 6. Sanders has learned quickly because she also does two days a week in Monticello.
- We met the State Library recertification requirements again. In 3 of the 12 categories we were above the 70<sup>th</sup> percentile. Electronic circulation and the collection development budget were both weak, but overall our results were very strong. The report will be shared with the Board at the next meeting.
- As for the budget, we are currently under budget overall. Spending has been carefully monitored and purchases are carefully controlled. The Board concluded that we are under budget due to the conscientious efforts of our director and assistant director.

#### Assistant Director—Monticello:

Ramsay reported on updates to library cards to the new 14-digit library card numbers. 15% of Monticello patrons have already been switched over. They also found out how to call those who are actively using Overdrive and need to change quickly. However, there is no deadline for the switch to the new cards at this point. In the future, the state will only be using the Libby app. Ramsay will make a "cheat sheet" to help patrons switching from Overdrive to the Libby app.

The lighted sign for the Co-working Hub just arrived. It was too late for the 24<sup>th</sup> of July celebrations in the city, but brochures with the instructions and price were available. Dailey suggested using the free advertisers in the county to continue advertising the space, but advertising is being done by another group. The website for the space seems to be functioning smoothly. Both McDonald and Ramsay have tested it, and it mostly runs itself.

#### LIBRARY BOARS CHAIR REPORT

Chamberlain is working on physical training materials for the newest Board member, Zak Podmore and Lucille Cody and also made sure everyone was aware of online resources.

#### **ADJOURN**

Ford moved to close the meeting at 6:40 p.m. Cody seconded and the motion was unanimous.

Item	1
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**In complian	ace with the Americans with Disabilities Act, persons needing auxiliary communicative aids
and services t	for this meeting should contact the San Juan County Clerk's Office: 117 South Main,
Monticello or	telephone 435-587-3223, giving reasonable notice**
APPROVED: _	DATE:
	San Juan County Library Board

July 23, 2022

Dear Members of the San Juan County Library Board,

I am writing to express my interest in joining the San Juan County Library Board. I am currently employed part-time with the San Juan School District as a teacher of Special Education and Language Arts. I am also a freelance journalist and have contributed articles, reports and opinion-editorials to numerous print and digital outlets over many years. In 2012 I authored a 2-book series of children's books about heroic acts of compassion and valor during the Vietnam War. The books are "Little Bird Dog and the Big Ship," and "Saving the Vietnamese Orphans."

I have served on a number of volunteer boards including the Grand Junction Commission on Arts and Culture, the High Desert Opera Board of Directors and The FREE Foundation Board of Directors.

I believe a well-functioning library network should provide access to all forms of factual information as well as literary works that enrich and broaden the minds of everyone who reads them. Along with serving as a gathering place for meetings, reading groups and other functions, the library should promote exciting, in-person learning opportunities which may include lectures, performances, and scientific presentations. Showcasing local authors, historical books about this region, and the works of local artisans also serves to help unite residents and promote a sense of respect for our peoples and shared values.

Our libraries help gap the distances between our communities, and the branches, large and small, are crucially important to the local residents who use them. It is my desire to ensure that our library system is meeting the needs of SJC's diverse residents, and to ensure that it remains strong and viable now and into the future.

Feel free to contact me at the email or phone number below.

Yours truly,

Marjorie Haun-Storland

marjorie@rangemagazine.com (970) 985-1936 17 North Io Lane La Sal, UT 84530

# San Juan County Library System Behavior and Conduct Policy September 2022

These rules have been adopted for the comfort and protection of all those using library materials and services, be it in the library or on library property. The library staff will courteously, but firmly, enforce them.

- Disruptive behavior will not be tolerated. This includes disorderly conduct, loud noise or anything that library staff deems inappropriate, whether intentional or inadvertent, that interferes with the rights of others. Physical abuse, abusive or threatening language and misuse of library furnishings is prohibited. Expulsion from the library and/or loss of library privileges may result from continued violations.
- 2. ONLY one person is allowed at a computer at any given time unless authorized by library staff.
- 3. Skateboards are not to be used in and around the library. Library staff will hold skateboards of offenders at the circulation desk until they leave the library.
- 4. Soliciting of any kind is prohibited in and around library. Any exceptions, such as authors, must be approved by Librarian of that branch.
- 5. Persons committing theft, vandalism or other illegal acts are subject to prosecution.
- 6. Service animals are the only animals permitted in the building. Any exceptions must be approved by the Director or Assistant Director.
- 7. Smoking is prohibited in library and within 25 feet of doors and windows outside of library building.
- 8. Food and drink are permitted only in designated areas.
- 9. Cell phone use is permitted but discouraged in Blanding and Monticello branches and is not permitted at all in satellite libraries but with minimal disruption to other patrons. Conversations must be kept to a low volume. Use of speaker phones is not permitted. Any other use of cell phones such as texting or viewing may only occur if it does not interfere with other library patrons. Users are required to use headphones if there is an audio component. Any exceptions must be approved by authorized staff.

This policy has been updated a September 2022	nd adopted by the San Juan County Library Board of Trustees.
Library Board Chairperson:	
Date:	

# San Juan County Library System Bulletin Boards/Exhibits & Displays Policy

September 2022

#### **Bulletin Boards**

A public bulletin board is available at all libraries for organizations wanting to publicize meetings, programs, and special events, and other items. Only non-profit advertisements are permitted. No postings for yard sales, garage sales or the like will be allowed. The librarian must approve all postings and may prohibit postings that do not meet library guidelines. Limited space generally allows for only short-term notices. Expired postings will be removed and discarded. The library is not responsible for returning posted items.

## **Exhibits & Displays**

The library welcomes exhibits and displays that may be of interest to the community. The librarian may accept or decline material offered for display based on suitability and space availability but cannot be prohibited based only on library staff's worldviews.

The library assumes no responsibility for the preservation or protection of displayed or exhibited items, and will not be held liable for any damage or theft. All items placed in the library are there at the owner's risk.

This policy has been updated September 2022	d and adopted by the San Juan County Library Board of Trustees.
Library Board Chairperson: _	
Date: _	

Item 3.

# San Juan County Library County Loan and Interlibrary Loan Policy

September 2022

The Interlibrary Loan (ILL) service provides San Juan County library patrons with the opportunity to borrow materials from other libraries within and outside of the San Juan County (SJC) Library System.

Three types of ILL requests are available:

- Intra-county County Ioans: Material available for checkout at any SJC library may be available for exchange to any other SJC library. These items are exchanged weekly, when available, throughout the SJC libraries including Blanding, Monticello and three satellite libraries (La Sal, Bluff and Montezuma Creek). There is no charge for this service.
- 2. Interlibrary Loans: Requests for material not available at any SJC Library can be submitted to the Utah State Library loan program. Because items are mailed from libraries throughout the United States, the delivery time varies and cannot be guaranteed. Interlibrary loans but be returned to the same branch where the requested loan was placed. Patron account must be in good standing in order to use this service. There is a \$2.00 charge, per item, for this service, paid at the time of check-out. If there is a grant or donation in place to cover these costs, this charge will not be enforced.
- 3. Book Club Loans: A service for local book clubs. Multiple copies of popular titles are often available through the Utah State Library's Book Buzz collection. If not available, Interlibrary Loans will be placed for the requested number of books (with no guarantee of all arriving at the same time). There is no charge for this service. These loans must be returned to the same branch they were request was placed.

The library's ILL form is to be filled-out at the time of the request. The form is to be filled-in entirely as each step of the ILL process is completed. Additionally, spreadsheets are to be kept at each library for every item requested and received.

Due dates on ILL materials vary, and the patron is to be made aware of the due date by giving the patron a check-out receipt or by placing a sticky note on the item with the date due. Occasionally, renewals may be allowed, so the patron should contact their library **prior to the due date** to request a renewal as, typically, other institutions must be contacted to authorize the renewal.

If the item on loan is returned 30 days past the due date (or its renewal date), or in a damaged condition, the patron will be responsible for replacement costs for the item as well as for any additional fees. This is to be paid to their library, without delay, in cash or by check.

ILL services will be suspended or withdrawn for any patron who abuses this service.

Any exceptions to this policy may be made by the librarian or library director only.

September 2022	y the San Juan County Library Board of Trustees.
Library Board Chairperson:	
Date:	

# San Juan County Library System Public Services Policy

September 2022

## **Eligible Patrons**

Free access to all resources of the San Juan County libraries will be granted to patrons with an active, unrestricted San Juan County library card issued by any of our libraries. Any person, with or without a library card, is allowed access to the library facilities and have *in-house* use of the resources. All library users must comply with the library rules and regulations. All non-card-holder library users must be 18 years or older or, if under 18, must have an adult family member or guardian present.

Residents of San Juan County may apply for a library card by completing and signing an application and complies with the following requirements:

- Provide valid photo identification proving that you are over 18 years of age and proof of a San Juan County, Utah mailing and/or residential address
- Upon approval, a new patron will be designated as a "Trial Patron" for the duration of 2 months for adults and 6 months for children under 18 with a 3 item limit checkout. Trial patrons are not eligible to check out Hotspots. If Trial patron has a good history of returning items after Trial period, then they will be moved to "Active" patron status and eligible to check out up to 23 25 items. Any exception must be approved by Librarian Director or Assistant Director.
- An applicant who is under 18 years of age must have a parent or legal guardian present to sign the application who must have identification and proof of a San Juan County, Utah mailing and/or residential address, or have a valid SJC Library account
- A non-resident of San Juan County may be eligible for a non-resident card based on seasonal or temporary work within the county or residence in a Library Director or Assistant Director pre-approved near-by area.
- There is no charge for the initial card. There is a \$1.00 fee for a replacement card.

Children under 18 years of age are allowed 'Computer User Only' cards account, with signed parental permission. Visitors over the age of 18 are allowed computer use at any time; visitors under 18 must have an adult accompanying them who can give verbal permission.

Library patrons will be responsible for updating all personal information related to their library card (i.e. name changes, address, telephone, etc.) This can be done with a librarian at the circulation desk.

#### Circulation

Most materials will be circulated for 21 days (with the option of 2 renewals). Circulation procedures differ due to limited collections at some our smaller libraries. The circulation policies are listed below:

#### **Blanding and Monticello:**

Books and Audio Books – 21 days

DVDs and Magazines – 7 day checkout ~ <del>only</del> up to 7 DVD's total allowed within the entire Library County system.

New Books and New Audio Books - 14 day checkout

Resident Maximum checkout - 25 items

Non-residents maximum checkout - 2 items

#### Satellite Branches (Bluff, Montezuma Creek & La Sal)

Books and Audio books- 21 day checkout

DVDs - 21 day checkout ~ 5 DVD limit at Satellite branches only and 7 from a main branch but no more than 7 DVD's total may be checked out at one time under each patron account.

Resident Maximum checkout - 10 items

Non-residents maximum checkout— 2 items

#### Renewals

Renewals may be requested in person or over the phone and may be available if the material is not already overdue and is not on hold for another patron. If item(s) requested for renewal has reached the renewal limit, the Director, Assistant Director, or assigned staff may allow item(s) to be renewed.

#### Holds

A patron wishing to reserve any material that is currently checked out or otherwise unavailable may do so by consulting a member of the library staff in person, via email or by phone.

#### **Overdue Notices**

The library is under no obligation to notify patrons of overdue library materials. Phone calls may be made as a reminder of overdue items. Also, as a courtesy, the library may send written notices of overdue items to patrons as the time and resources of the library permit. The first notice, in general, will be a reminder that indicates the replacement cost of the item(s). The second and final notice, in general, will notify the patron of the cost(s) of the item(s), and suspend all library privileges until all matters on the account are complete.

#### **Delinquencies, Fines and Other Charges**

The patron (i.e.cardholder), is responsible for the care and return of materials checked out from the library. Parents or legal guardians are responsible for materials checked out by minors in their care. Patrons are responsible for maintaining the library materials they check out in reasonable condition during the time that they have the materials in their

possession. Reasonable condition is defined as normal wear and usage of library materials. Patrons who intentionally write upon, injure, deface, dog-ear, tear, cut, mutilate, destroy, or otherwise damage library materials will be billed for the replacement cost of the item. All patrons with items overdue longer than 30 days may have items marked as "lost", and those with unpaid fines, may have their library privileges suspended until items are returned and/or fines are satisfied, unless otherwise noted on the patron's account.

A patron who keeps an item 3 months beyond its due date (2 weeks for Hotspots) may lose all library privileges including use of Hotspots and will be billed for the cost of the lost item(s). Library privileges may be restored once the offense has been resolved.

Patrons may be placed on a "Restricted" status for abuse of library materials, facilities, or excessive fines. Patron may have library privileges restored by Director, Assistant Director, Librarian or other designated staff.

Patrons may be charged for all lost materials. They may be billed the replacement cost of the item. Refunds may not be given for lost items that may be found later by the patron.

Exceptions may be made by the librarian or library director and not by assistant librarians.

## **Service Charges**

- Photocopier/printer:
- o B&W: .20¢ per side Color: .50¢ per side
- Fax: .50¢ per page to send or to receive. Free cover sheet-no charge for sending/receiving
- Scanner: no charge (unless printing)
- Disc cleaner \$1.00 per disc
- Photo paper \$1.00 per page
- Laminating .50¢ per ½ page \$1.00 per full page

#### **Additional Facilities use**

Room rental is available during normal library hours at the Blanding and Monticello branches when room is not being used for library activities, displays, or other library related events. Rental fee is \$15/hour, plus a refundable deposit of \$30 if food and beverage plan to be served. Deposit will be refunded if room is left in the same or better condition it was found before setting up. Cash, check, or cards accepted. Reservations required. Payment due in full before room can be used. Any exceptions must be approved by Librarian of that branch.

## **Hotspot Policy**

- Patron must be an adult (18 years and up) and have a valid library card with no pending fines/fees.
- Trial, Restricted, or Non-Resident patrons are NOT allowed to check out Hotspot Units.
- Patron must present a valid, government issued photo ID if Staff member requests one to verify residency, age and/or identity.
- Hotspot UNIT may be renewed up to 2 times as long as there are not holds for it and another UNIT is available for other patrons to check-out.

- Patron must submit a signed checkout agreement each time a device is checked out. Does not apply to renewals.
- Devices must be returned to the service desk inside of the library and MUST NOT be returned in a drop box.
- Devices may be returned to any San Juan County Library Branch.
- Only 1 Device per person per card may be checked out.
- Charges for Lost or Damaged items: Damaged or lost case/charger/cord: \$16 per item. Damaged or lost battery up to \$25. Damaged or lost Hotspot up to \$109. Patron may lose library privileges if applicable fines are not paid.
- Patron may be charged up to \$25 for overdue device. 1 7 days is \$10. 8-14 days is \$20. 15 + days is \$25. This policy has been updated and adopted by the San Juan County Library Board of Trustees September 2022.

Library Board Chairperson:	
Date:	

# San Juan County Library Collection Development Policy September 2022

#### **Mission Statement**

The mission of The San Juan County Library is to inspire lifelong learning, advance knowledge, encourage dialogue with civil discourse and strengthen our communities.

## **Authority and Responsibility for Selection**

The responsibility for material selection rests with the Library Director who operates within the framework of policies adopted by the San Juan County Library Board and the limitations imposed by budget constraints. Other staff members assist in the process of collection development as assigned by the director and assistant director.

#### **Criteria for Selection**

Books and other materials selected will be chosen to meet the requests and needs of the residents of San Juan County. In no case will library materials be excluded because of the race, nationality, social, political or religious views of the authors or characters therein; no library materials will be removed from the library because of partisan political views, doctrinal content or personal philosophy.

Content such as language, violence, and sexual situations will not disqualify materials from inclusion in library collections. Materials will be organized by reading level and intended audience and not by content.

To build a diversified collection which supports the library's mission, the following criteria are used. These criteria apply to purchased and donated materials:

- 1. Relevance to community needs.
- 2. Potential and/or known demand for the material.
- 3. Patron requests.
- 4. Availability and suitability of format of materials.
- 5. Relative importance in comparison with existing materials in the collection of the same subject or by the same author.
- 6. Suitability for the intended audience.
- 7. Critics' and staff's reviews.
- 8. Bestselling and award-winning material
- 9. Timeliness or permanence of the material.
- 10. Cost of the material.

Professional and highly specialized materials and materials in low demand will likely not be purchased, but will be borrowed from other libraries for the patron through the Interlibrary Loan (ILL) program.

## **Special Collections**

The library may establish a special collection or collections on a temporary basis or as a permanent addition to the library. A special collection may be developed to meet a a particular need in the community or may be established to provide a comprehensive collection of works deemed necessary to address a topic in greater detail. The rules governing the purchasing of

books and materials for special collections will may or may not be applied to the same as those of the general collection.

## Replacements

Materials withdrawn for reasons of loss, damage, or wear are not automatically replaced. Considerations for replacement include availability, use/demand, and it's value to the collection.

#### **Maintenance of the Collection**

The library maintains an on-going schedule of evaluating materials and withdrawing them when they meet one or more of the following criteria:

- 1. They are out-of-date, that is, no longer timely or accurate.
- 2. They are badly worn or damaged.
- 3. They are consistently low circulation items relatively speaking.
- 4. They have been declared missing from the collection.
- 5. They unnecessarily duplicate materials.

Materials withdrawn from the collection are cleared at the discretion of the Library Director, Assistant Director, or assigned staff.

#### **Gifts and Donations**

The library welcomes and accepts gifts or funds from individuals and groups. The library, however, reserves the right to make the final selection for any materials which will be added to the collection. All gifts become the property of the library and may be used, sold, or discarded according to the criteria established by this policy. Bookplates indicating that the item is a gift will be placed on the item if the donor desires. **Library staff will not give appraisals of fivts and donations for tax purposes.** 

#### **Materials complaints**

The Library Director will consider patron objections and complaints to materials in the Library System's collections. Objections must be submitted in writing for consideration. A form is provided that can assist the patron in identifying his/her objection to the item. Objections or complaints will be dealt with in an attentive and timely manner.

Patrons have the right to appeal the director's decision regarding reconsideration of library materials to the Library Board, during their regularly scheduled meetings.

September 2022	d and adopted by the San Juan County Library Board of Trustees.
Library Board Chairperson: _	
Date:	

# San Juan County Library System Mission Statement

September 2022

# The San Juan County Library System mission is to inspire lifelong learning, advance knowledge,

promote dialogue with civil discourse and strengthen our communities.

This Mission Statement has been updated and adopted by the San Juan County Library Board f Trustees. September 2022
ibrary Board Chairperson:
Date:

# San Juan County Library System Volunteers & Friends Policy

September 2022

#### **Volunteers**

Individuals and groups are encouraged to volunteer their time and efforts on behalf of the library. Library staff will coordinate activities with the volunteers, and keep an accurate record of time donated. No compensation is to be offered nor expected.

## **Community Service Volunteers**

Individuals needing to perform community service are welcome to fulfill this need at the libraries, based on the needs of the libraries and the ability of the individual to work autonomously or with minimal supervision. Service is to be performed during regular library hours. Community Service Volunteers are expected to uphold all library rules while performing the assigned tasks. The Librarian is responsible for accounting for the volunteers' time actually worked at the library. No compensation is to be offered nor expected.

#### Friends of the Library

A Library Friends group is a formal association of people who unite to plan and execute, in conjunction with the library, programs and events to benefit the library. A Friends group is often involved in fund-raising for the library. Friends groups serve under the guidance of the library board and library director.

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This Policy has been review September 2022	ed adopted by the San Juan County Library Board of Trustees.
Library Board Chairperson:	
Date:	

# San Juan County Library Unattended/Disruptive Children

September 2018 2022

#### **Preface**

The San Juan County Library encourages children to use its facilities and services. However, parents and legal guardians are responsible for their minor children, and their behavior in the library or on library grounds, whether or not they accompany them. Parents and guardians are also responsible to keep their contact information updated in case of emergencies or other concerns. The library has neither the staff nor the legal authority to supervise children in the library. A minor child left unattended in the library may become disruptive or frightened, ill or injured. They may also become bored and restless and could disrupt the enjoyment and work of others.

## **Policy Statement**

The library in no way assumes responsibility for any minor left unattended in or on library premises and should not be considered a child care option.

For the safety and comfort of children, a responsible adult or caregiver must accompany children under the age of 8 years. A child of this age is considered unattended if he/she is in the library or on library premises without a parent or caregiver who is at least 12 years of age. A child is also considered unattended if they are in a different area of the library than the parent/caregiver, or parent/caregiver is pre-occupied with other activities, preventing them from being aware of the activities of the child.

If a child under the age of 8 years is found to be unattended in the library (that is, if the responsible adult/caregiver is not on the library premises) at closing time, library may take action necessary to resolve the situation. If necessary, the library may ask the police to take the child into custody for the child's protection. Children 12 years and older who become disruptive will be asked to leave the library premises. Failure to comply may result in the police being called. At no time is a staff member to give a ride to a minor.

If a minor child of any age becomes disruptive at any time the library staff may take action necessary to resolve the situation.

Disruptive behavior is defined as any behavior within the library or on library premises that infringes on the rights of others using the library or behavior that endangers the child or others.

Move Section below to "Procedures" and remove from Policy???

Guidelines for Staff Members

#### A. Dealing with disruptive children:

1) If *any* child is being disruptive, library staff may remind the child that they should be quiet in the library.

- 2) If a child is disruptive **with a parent/caregiver nearby**, library staff may speak directly to the child or may inform the parent/caregiver that the child is behaving inappropriately and ask the parent/caregiver to correct the behavior. If the parent/caregiver refuses or is unable to control the child, they may be asked to remove the child from the library until the problem is resolved.
- 3) If the child is unattended (if staff cannot locate parent or caregiver on library premises), the child may be asked to take a "time-out" for 15-30 minutes outside or quietly sit on a chair with the option to read. This can be repeated as necessary. Staff is to use their discretion in these cases.
- 4) If disruptive behavior continues with *any* unattended child and with any unattended child 8 years and younger, all attempts, within reason, will be made to contact the parent/legal guardian. If library staff are unable to contact the parent/legal guardian, then law enforcement personnel will be contacted to pick up the child for the child's protection and safety.
- 5) If deemed necessary, library staff may ask the child, if 12 years or older, to leave the library premises. Library staff may use their discretion in such situations (i.e. does the child live within walking distance; is it light or dark; etc.).
- B. Dealing with unattended children 8 years and younger at closing:
- 1) Twenty minutes prior to closing, the library staff will take inventory of any seemingly unattended children. (Note: this should be done throughout the day as well.) The staff will determine if a parent/caregiver is in the library, and if so, the staff member and child will attempt to locate that person. If a parent/caregiver is not in the library, the staff will attempt to contact the child's parent/legal guardian using information provided by the child, the patron database, or the telephone directory.

Cont'd

- 2) Once contacted, the parent/guardian will be reminded/informed of this policy and be advised that their child must be picked up immediately. If parent/guardian is unable to be contacted, the police will be called to escort the child home or keep the child until the parents can be reached.
- 3) Additionally, if parent/guardian is contacted, but the child's transportation is not available within 15 minutes after closing, the police will be called to escort the child home or keep the child until the parents arrive.
- 4) Staff will make every attempt, within reason, to have two (2) staff members on duty while waiting for an unattended child to be picked-up by the parent/guardian. Library staff will not remain longer that 15 minutes after hours with an unattended child and are **not** permitted, under any circumstances, to give the child a ride.

The library is not responsible for children 12 years or older any children who are outside the building while awaiting transportation or are socializing.

Remember that parents/guardians and caregivers, *not library staff*, are responsible for the safety and behavior of children within the library and on library premises.

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This Policy has been updated and adopted by the San Juan County Library Board of Trustees.
Library Board Chairperson:
Date:

# San Juan County Library System Emergency and Fire Plan

September 2022

In the incident of a fire or other emergency requiring evacuation:

- Onsite employee(s) shall remain calm and ask all patrons to quickly and safely exit
  the building through the nearest and safest exit. Personal items are to be left behind if
  not readily at hand.
- 2. Onsite employee(s) will aid any individual in need of assistance exiting the building.
- 3. Onsite employee(s) will call 911 to report the emergency once outside of the building.
- 4. Onsite employee(s) will meet in a designated area a safe distance from the building and confirm that everyone has exited the building.

#### **General Information**

Emergencies are unforeseen circumstances that generally call for immediate action. When an emergency of any kind occurs anywhere in the library, the number one concern is to protect and preserve human life. When emergency circumstances require that service to the public be interrupted, restoration of public library service should occur as soon as the building can be safely occupied.

#### **Health Emergencies**

Staff members should exercise caution when administering first aid of even a minor injury to ensure the safety of the injured individual and the potential liability of the staff member. Without specialized training it is not advisable for staff to undertake intervention beyond keeping the sick or injured patron comfortable and protected from unnecessary disturbance until medical help can be obtained. Since each case is unique, staff members should use their own judgment to do what is prudent and reasonable. Emergency services (911) should be called immediately in the event of any problem deemed serious. No medication, including aspirin, should ever be dispensed to the public.

This Policy has been reviewed and a Trustees.	dopted by the San Juan County Library Board of
Library Board Chairperson:	
Date:	

# Inter-local Agreement Between Grand County and San Juan County Library To Provide Library Services to San Juan County Residents with 84532 Zip Codes

This agreement is entered into th	s day of	,22_ by and
between the Grand County (Ge	C), and the San Juan County	Library (SJCL).

WHEREAS, San Juan County residents pay San Juan County taxes in benefit of the San Juan County Library; and

WHEREAS, San Juan County residents are required to purchase a non-resident library card to use the Grand County Public Library; and

WHEREAS, San Juan County residents with Moab zip codes (84532) are geographically considerably closer to the Grand County Public Library; and

WHEREAS, San Juan County residents with Moab zip codes are currently without Library services;

NOW THEREFORE, in consideration of the benefits to be received by the two library systems and their respective customers and of the mutual covenants contained here, it is hereby agreed by GC and SJCL as follows:

- 1. **Purpose.** The purpose of this Agreement is to establish an agreement to provide library services to San Juan County residents with Moab zip codes.
- 2. **Term.** The term of this Agreement shall be from January 1, 2022 to December 31, 2026 and can be renewed for another 5 years during the final year of contract if both parties are in agreement.
- 3. Specific Provisions. San Juan County residents with Moab zip codes may obtain a library card from GC without payment of any non-resident fees under the following conditions.
  - a. They can provide GC proof of residence in an area of San Juan County with a Moab zip code.
  - b. SJCL pays GC a yearly fee of \$6,000 to be received before January 31 for that year.
- 4. **Review.** The Directors of GCL and SJCL will review this Agreement and will submit a final report to their respective Board of Directors and County Commissioners prior to December 31, 2022.
- 5. **Liability.** Each library system shall, at all times, be solely responsible for the acts, or the failure to act, of its personnel that occurs or arises in any way out of the performance of this Agreement by its personnel only; and to save and

hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the library's personnel relating to the performance of this Agreement.

- 6. **Amendment.** This Agreement may be modified only by further agreement in writing as mutually agreed to by both library systems.
- 7. Modification. This Agreement represents the entire Agreement between GCL and SJCL. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on the parties unless executed in writing by authorized representatives of the library systems. The Agreement shall not be modified, supplemented, or otherwise affected by any course of dealing between the parties.
- 8. Severability. If any provisions of the Agreement or its application are held invalid, the remainder of the Agreement shall not be affected.
- 9. **Mediation/Arbitration Clause.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussion, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator before resorting to arbitration. The mediator will be selected by agreement of the library systems. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to the Agreement or breach thereof shall be settled through arbitration. The arbitrator may be selected by agreement of the library systems. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each library system shall bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence.
- 10. **Benefit.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, directly or implied on any third person.

GRAND COUNTY LIBRARY BOARD CHAIR	SAN JUAN COUNTY LIBRARY BOARD CHAIR
GRAND COUNTY COMMISSIONER	SAN JUAN COUNTY COMMISSIONER

Invoice

Grand County Public Library 257 East Center Street Moab, UT 84532

San Juan County Library System 25 West 300 South Blanding, Utah 84511 435 678 2335

Date	Invoice#

P.O. No.	Terms	Project	
	Due on receipt		

Description  Library Services for San Juan county residents with 8453	32 zipcode	Rate		Amount
Library Services for San Juan county residents with 8453	32 zipcode			
			6,000.00	6,000.00
		Total		\$6,000.00
			Total	Total



# **USL MEMORANDUM OF AGREEMENT**

This Agreement is entered into by the Department of Heritage and Arts, Utah State Library Division, herein referred to as **USL**, and **San Juan County Library**, herein referred to as "LIBRARY".

San Juan County Library 25 W 300 S Blanding, UT 84511-3829

Contact Person: Nicole Perkins Phone Number: 435-678-2335 Email: nperkins@sanjuancounty.org

#### **PURPOSE OF AGREEMENT:**

As a member of the Beehive Library Consortium, administered by the Utah State Library (USL), LIBRARY agrees to contribute a specified dollar amount of LIBRARY'S annual collection budget (the amount spent on print books, monographs, and audio-visual materials) for the purchase of digital content in OverDrive. LIBRARY understands that that dollar amount will be based on LIBRARY'S usage of OverDrive from the previous calendar year up to a maximum fixed percentage based on LIBRARY'S collections budget for that same year.

THEREFORE, the parties agree as follows:

- 1. This Agreement must be returned to USL with all required LIBRARY initials and/or signatures by August 31, 2022. Any exceptions must be arranged in writing via email to Faye Fischer, Grants Analyst for USL at ffischer@utah.gov.
- The effective dates of Agreement shall be from <u>January 1, 2023</u> through <u>December 31, 2023</u>. This term is in line with the fiscal years as follows: County Library System: January 1, 2023 - December 31, 2023 or City Library: July 1, 2023 - June 30, 2024.
- 3. This Agreement may be terminated with or without cause by either party with 60 days prior written notice. Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures.
- 4. This Agreement may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Agreement.
- 5. USL is subject to the Government Records Access and Management Act, Utah Code § 63G-2-101 et seq. ("GRAMA"). Accordingly, certain records within possession or control, including without limitation, this Agreement, may be subject to public disclosure; and both parties' confidentiality obligations shall be subject in all respects to compliance with GRAMA.
- 6. In performance of this Agreement both parties shall comply with all applicable federal, state, and local laws, codes, regulations, rules and orders. This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

- Neither party shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.
- 8. USL is a governmental entity as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Agreement shall be construed as a waiver by USL of any rights, limits, protections or defenses provided by the Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
- 9. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:

USL Contact:

Faye Fischer, ffischer@utah.gov, 801.715.6797

LIBRARY Contact:

Nicole Perkins, nperkins@sanjuancounty.org, 435-678-2335

#### **CONTRIBUTION CAPS OF PARTICIPATING LIBRARIES:**

LIBRARY contributions will be calculated based on their circulation statistics for 2021. The amount per circ will be calculated as follows: (Overall target consortium contribution - USL contribution)/Total OverDrive circulation for 2021. (\$650,000-\$200,000/4,349,870) This number will be multiplied by each library's circulation for the previous calendar year to determine the library's annual contribution amount.

There will be a cap on contribution amounts expected of libraries to ensure that contribution amounts do not get unmanageable due to extreme increases in circulation. The caps will be calculated based on a percentage of the library's annual collection expenditures, as reported on their 2021 statistical report.

- Tier 1: Libraries with an annual collection budget under \$50,000, will contribute a dollar amount based on cost per circ (calculated as described above) up to a maximum of 5% of that budget to OverDrive.
- Tier 2: Libraries with an annual collection budget between \$50,000 and \$99,999 will contribute a dollar amount based on cost per circ (calculated as described above) up to a maximum of 10% of that budget to OverDrive.
- Tier 3: Libraries with an annual collection budget between \$100,000 and \$199,999 will contribute a dollar amount based on cost per circ (calculated as described above) up to a maximum of 15% of that budget to OverDrive.
- Tier 4: Libraries with an annual collection budget at or above \$200,000 will contribute a dollar amount based on cost per circ (calculated as described above) up to a maximum of 20% of that budget to OverDrive.

LIBRARY'S collection expenditures in 2021 was \$ 31,970		
LIBRARY'S OverDrive circulation in 2021 was 14,047		
LIBRARY'S cap percentage contribution is 5% X 10%	15%	20%
LIBRARY'S 2023 CONTRIBUTION AMOUNT IS: \$ 1,599		

Libraries with 2020 collection expenditures <u>under</u> \$25,000 ONLY, please indicate an option below. Do not complete this section if your 2021 expenditures were equal to \$25,000 or higher.
LIBRARY would like the USL to cover LIBRARY'S contribution amount because it is <b>unable</b> to pay it a this time. LIBRARY understands that in future years, if LIBRARY expenditures exceed \$25,000, LIBRARY will responsible for paying its own contribution.
LIBRARY has the resources to cover its 2022 contribution without assistance from the USL.
PURCHASING & INVOICING OF PARTICIPATING LIBRARIES: All libraries will be invoiced by OverDrive (not the USL) for their membership contributions at the beginning of the fiscal year. Each library may choose to be invoiced in one of two ways. Please indicate an option below:  OPTION 1: LIBRARY chooses one (1) invoice for LIBRARY'S contribution. LIBRARY does not wish to
select shared content. All monies will be paid to the consortium account and will be used by the State Library for selecting and purchasing shared content.
LIBRARY acknowledges that LIBRARY'S contribution will be used by the USL for the shared collection and will be equally accessible to ALL patrons.
OPTION 2: LIBRARY chooses two (2) invoices for LIBRARY'S contribution. LIBRARY chooses to select shared content. If you had 2021 expenditures of less than \$25,000 AND you indicated you would like the USL to cover your contribution in the box above, you may not select option 2.
<ul> <li>Invoice 1: 50% of LIBRARY'S contribution will be paid to the consortium account and used by the State Library for selecting and purchasing content for the shared collection.</li> <li>Invoice 2: 50% of LIBRARY'S contribution will be paid to LIBRARY'S Advantage account and will be used by LIBRARY for selecting and purchasing content for the shared collection.</li> </ul>
LIBRARY acknowledges that 50% of LIBRARY'S contribution will be used by USL for the shared collection and content will be equally accessible to ALL patrons because they will be "owned" by the consortium and 50% of LIBRARY'S contribution will be used by LIBRARY for the shared collection, but owned by the advantage library.
REQUIRED SUPPORT AND LIBRARY INFORMATION
End user support email or support form URL* <u>blibrary a Sanition County</u> or a URL to a support form where OverDrive can refer your patrons who contact them about library card or pin number problems.
LIBRARY's purchasing agents: Please indicate N/A if you selected option 1 above and you will not be doing purchasing.
Name Email
-N/A

LIBRARY's MARC record/ILS integration (Please check one.)			
	My ILS integrates OverDrive MARC records in the library catalog.		
Ш	My ILS does not integrate OverDrive MARC records in the library catalog.		

## Acknowledgements and Agreements of Participating Libraries

- Acknowledges that the minimum contribution will be invoiced by OverDrive to LIBRARY within the first five business days of the effective date of this Memorandum of Agreement, which is the beginning of LIBRARY'S fiscal year.
- Acknowledges that the minimum contribution will be paid to OverDrive by LIBRARY in a timely manner.
- Agrees to share OverDrive, Inc. (OC/OU, MA: by time--one user, MA: by earlier of x time or y checkouts--one user) digital content the library purchases with the Consortium. For more information on lending models: <a href="https://resources.overdrive.com/understanding-lending-models/">https://resources.overdrive.com/understanding-lending-models/</a>
- Acknowledges that LIBRARY must use a patron authentication method such as SIP, SIP2, NCIP, Patron API, or Overdrive's User Login Manager.
- Acknowledges that above authentication methods may incur additional costs. All such fees shall be at LIBRARY'S own expense, and are not included in the contribution amount.
- Agrees to notify the Utah State Library and OverDrive of any changes to the above patron authentication methods, ILS changes, library card number changes, or server updates as soon as possible.
- Agrees to serve as the first point of contact for OverDrive and patron inquiries related to authentication, PINs/Passwords, and blocked/expired cards by providing a local support email or URL to a web form.
- If LIBRARY currently integrates OverDrive MARC records in its ILS, LIBRARY agrees to remove weeded MARC records from LIBRARY'S ILS as needed. Weed lists will be sent if titles are weeded from the shared collection.
- Agrees to follow all policies and guidelines put forth by the Beehive Library Consortium Administrative Committee.
- Agrees to notify the Utah State Library of any contact changes as soon as possible.
- Agrees to require all purchasing agents to take an annual training on OverDrive Marketplace and consortium purchasing guidelines.
- Acknowledges that if LIBRARY withdraws from the Beehive Library Consortium prior to the expiration of the Utah State Library's agreement with OverDrive, all content, products and services that have been purchased with LIBRARY'S monetary and in-kind contributions to the Consortium shall remain with the Consortium. All Advantage Library content will remain with LIBRARY.

## Acknowledgements and Agreements of Utah State Library (Consortium Leader)

- Agrees to pay the annual maintenance and platform fee to OverDrive, Inc.
- Agrees to purchase magazine subscription of 3,000+ titles.
- Agrees to purchase audiobook and/or ebook subscriptions for the use of the shared collection.
- Agrees to dedicate \$100,000 towards content for the shared Consortium collection.
- Agrees to cover the contribution amounts of any libraries with an annual collection expenditures amount
  of less than \$25,000 if it is needed.
- Agrees to act as system administrator for the OverDrive platform and project manager for the consortium.
- Agrees to provide training to member libraries as needed.
- Agrees to create and advise committees.
- Agrees to make MARC records available.
- Agrees to send weed lists to member libraries as needed.
- Agrees to set up automatic weeding plans for all member libraries.

Failure of a library to comply with the conditions stated above will result in the removal of the member library from the Beehive Library Consortium.

# Agreement #USL23-0167

In witness thereof, the parties sign and cause this Agreement to be executed.

#### **UTAH STATE LIBRARY DIVISION**

Chaundra Johnson, Director

Date

Marie Erickson, Library Resources Program Manager

Date

San Juan County Library

Director

8/02/22 Date



#### **CONTRACT#**

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah: Department of Cultural and Community Engagement, Agency Code: 710, State Library Division, referred to as STATE, and San Juan County Library System, referred to as GRANTEE.

San Juan County Library System 25 W 300 S Blanding, UT 84511-3829

DUNS # (required): 070018296 Contact Person: Nicole Perkins Phone Number: (435) 678-2335 Email: nperkins@sanjuancounty.org

Vendor ID #06866HK Commodity Code # 99999

LEGAL STATUS OF
GRANTEE
( ) Sole Proprietor
( ) Non-Profit Corporation
( ) For-Profit Corporation
(X) Government Agency

- GENERAL PURPOSE OF CONTRACT: To fund LSTA Borrower Support Grant and provide support for Utah public libraries with a service population of under 22,000 who wish to expand their interlibrary loan services, in accordance with the provisions of Utah Code Annotated, 1953, as amended, Section 9-7-201 (3), Section 9-7-205 (1) (f) and 9-7-205 (2). Project will be completed by GRANTEE as outlined in Grant Application and in accordance with Scope of Work as outlined.
- 3. PROCUREMENT: This contract is entered into as the result of the procurement process on RX# <u>N/A</u>, FY <u>N/A</u>, Bid #<u>N/A</u>, a <u>pre-approved</u> sole source authorization (from the Division of Purchasing) SS# <u>N/A</u>, or other method: <u>USL Library Borrower Support Project</u>.
- 4. CONTRACT PERIOD: Effective Date: <u>07/01/2022</u> Termination Date: <u>06/30/2023</u>, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): <u>N/A</u>. This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by <u>08/31/2022</u>.
- 5. CONTRACT COSTS: GRANTEE will be paid a <u>maximum</u> of \$ 5906 for eligible interlibrary loan costs authorized by this contract. An "interlibrary loan request" is defined as a request made outside of an established consortium or county system through the OCLC WorldShare platform, in addition to requests for Book Buzz sets made directly to the State Library. This amount is calculated based on the amount of money that was requested/spent last year.
- 6. ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

Attachment A – Standard Terms & Conditions for Grants

Attachment B – Scope of Work and Special Provisions

Attachment C – Federal Assurances and Certifications

Other Attachments: The following attachments are required for this Contract to comply with the aforementioned LSTA guidelines and are required for submission during project period as outlined. These documents are included in the total documentation for Contract, though received at different times during the effective dates of Contract.

Final Report

Any conflicts between Attachment A and the other attachments will be resolved in favor of Attachment A.

and warrants to the other that the execution and delivery of the Agreement and the performance of each

7. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents

Item 6.

party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

# Page 2 Contract between USL and <u>San Juan County Library System</u>

The parties sign and cause this contract to be executed. This contract is not fully executed until both parties have signed this contract.

GRANTEE		STATE	
Director, Manager or Authorized	d Signatory	Director, State	e Library Division
	<u>-</u>	N/A Grant Division of Pu	ırchasing
8/16/2022 Date		Division of Fir	nance
Age	ncy Contact for questic	ons during the contract pr	ocess.
Rachel Cook	801-715-6722 Phone Number	801-715-6767 Fax Number	rcook@utah.gov

## Contract between USL and San Juan County Library System

#### ATTACHMENT A

#### STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GRANTS

- 1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a. "Contract" means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.
  - b. "Contract Signature Page(s)" means the cover page(s) that the State and Grantee sign.
  - c. "Grantee" means the individual or entity which is the recipient of grant money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
  - d. "Non-Public Information" means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA)or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional of information that must be kept non-public under federal and state laws.
  - e. "<u>State</u>" means the State of Utah Department, Division, Office, Bureau, Agency, or other state entity identified on the Contract Signature Page(s).
  - f. "Grant Money" means money derived from state fees or tax revenues that is owned, held, or administered by the State.
  - g. "SubGrantees" means persons or entities under the direct or indirect control or responsibility of the Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom the Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including the Grantee's manufacturers, distributors, and suppliers.
- 2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 3. **LAWS AND REGULATIONS**: At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
- 4. **REQUIRED ACCOUNTING:** Grantee agrees that it shall provide to State the following accounting for all Grant Money received by the Grantee, at least annually, and no later than 60 days after all of the Grant Money is spent:
  - a. a written description and an itemized report detailing the expenditure of the Grant Money or the intended expenditure of any Grant Money that has not been spent; and
  - b. a final written itemized report when all the Grant Money is spent.
  - c. **NOTE:** If the Grantee is a non-profit corporation, Grantee shall make annual disclosures pursuant to the requirements of Utah Code § 51-2a-201.5.
- 5. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee's performance of the Contract terms and milestones, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State Entity staff, and/or a party hired by the State access to all records necessary to account for all Grant Money received by Grantee as a result of this contract and to verify that the Grantee's use of the Grant Money is appropriate and has been properly reported.
- 6. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made to the State.
- 7. **INDEPENDENT GRANTEE:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

- 8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
- 9. **EMPLOYMENT PRACTICES**: Grantee agrees to abide by federal and state employment laws, including: (i)Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
- 10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
- NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW: Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
- WORKERS COMPENSATION INSURANCE: Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any SubGrantees. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Grantee acknowledges that within thirty (30) days of contract award, Grantee must submit proof of certificate of insurance that meets the above requirements.
- 13. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public documents, and may be available for distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that the Grantee's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
  - a. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
- PAYMENT: The acceptance by Grantee of final payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee.
- 15. **RECAPTURE**: State shall recapture and Grantee shall repay any Grant Money disbursed to Grantee that is not used by Grantee for the project identified or if the money is used for any illegal purpose.

- 16. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon the Grantee's use of the funds set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
- 17. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
- 18. **NON-PUBLIC INFORMATION:** If non-public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-public Information strictly confidential; and (iii) not disclose any Non-public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-public Information.

Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State, including anyone for whom the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom the Grantee is liable.

Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-public Information to the State or certify, in writing, that the Non-public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

- 19. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
- 20. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** If intellectual property is exchanged in return for the funding set forth in this contract, Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability such limitations of liability will not apply to this section.
- 21. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
- 22. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
- 23. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
- 24. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State, after consultation with the Grantee, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State appoints such an expert or panel, State and Grantee agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
- 25. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
- SURVIVAL OF TERMS: Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.

- 27. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
- 28. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 30 March 2016)

## Contract between USL and San Juan County Library System

Contract #

#### ATTACHMENT B

#### SCOPE OF WORK AND SPECIAL PROVISIONS

This Contract is entered into to provide for the cooperative development of local public library services in accordance with the provisions of Utah Code Ann. §§9-7-201(3), 9-7-205(1)(f) and 9-7-205(2) (LexisNexis 2015).

THEREFORE, the parties agree as follows:

- This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by 08/31/2022. Any exceptions must be arranged in writing via email to Faye Fischer, at ffischer@utah.gov.
- 2. The effective dates of Contract shall be from <u>07/01/2022</u> through <u>06/30/2023</u>, unless terminated sooner in accordance with the terms and conditions herein.
- 3. The amount payable to GRANTEE by USL for the performance of activities outlined in this Agreement shall not exceed \$5906. This amount is calculated based on the amount of money that was requested/spent last year.
- 4. This Agreement may be terminated with or without cause by either party with 60 days prior written notice.

  Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures. Advanced funds that are not used upon termination must be returned to USL within 30 days of termination date.
- 5. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:

**USL Contact:** 

Rachel Cook, rcook@utah.gov, 801-715-6722

GRANTEE Contact:

Nicole Perkins, nperkins@sanjuancounty.org, (435) 678-2335

6. The Catalog of Federal Domestic Assistance lists the LSTA grant program number as CFDA #45.310.

#### **SCOPE OF WORK**

- 1. Library Services and Technology Act (LSTA) funds will be used to finance approved projects. Approved projects will be required to follow State and Federal guidelines in regards to procurement, expenditure of funds, and reporting standards.
- 2. The Project Director must create a separate cost center for sub-award (LSTA) funds. LSTA funds may not be placed in an interest-bearing account.
- 3. The Project Director must set up an accounting system to track expenditures of LSTA, matching, and in-kind funds or services.
- 4. The GRANTEE must retain electronic copies of all invoices during the grant period. Copies must be complete and legible and be available for submission upon request.
- 5. The Project Director must read the Grant Administrative Guidelines within one (1) month of the start of the grant period.
- 6. The Project Director must retain all documentation (either in paper or electronic format) related to the grant project for three (3) years after the completion of the grant.
- 7. If the Project Director or Financial Officer cannot fulfill their duties through the completion of the grant, the USL Contact must be informed within seven (7) working days.
- 8. All spending must be complete by 06/30/2023, as outlined in Grant Application and final Grant Funding, reimbursement requests must be submitted by 7/5/2023.
- 9. Final Report (including final budget information) is due to USL on or before 07/10/2023.

10. Funds may be requested for reimbursement by submitting a LSTA Request for Reimbursement of Expenditures form found at <a href="https://utahdcc.secure.force.com/usl/">https://utahdcc.secure.force.com/usl/</a> with the associated documentation as needed throughout the Grant period.

#### **SPECIAL PROVISIONS**

#### USL agrees to the following:

- USL will provide digital marketing materials to the GRANTEE for the purpose of promoting the service to their patrons.
- 2. USL will reimburse GRANTEE expenses as soon as possible after acceptable documentation is received.
- 3. USL will provide training to GRANTEE on ILL systems and other technical support.
- 4. Payments by USL under this Agreement are subject to the appropriation of such funds.

#### **GRANTEE** agrees to the following:

- 1. GRANTEE will review grant administrative guidelines and ensure adherence to said guidelines.
- 2. GRANTEE will provide priority interlibrary loan service to its patrons at no charge.
- 3. GRANTEE will mark all returned ILL items as "Library Mail" to take advantage of reduced postage rates.
- 4. GRANTEE will promote the services to patrons via social media and all other advertising channels at their disposal.
- 5. GRANTEE will submit requested report at the end of the grant period.
- 6. GRANTEE will submit requests for reimbursement for allowable expenses only. (See Allowable Expenses below.)
- 7. GRANTEE will ensure at least 24 loan requests are completed each year to receive these grant funds. Libraries not getting at least 24 loans will not be reimbursed for their ILL expenses.
- 8. GRANTEE will ensure that The Institute for Museums and Library Services 2021 Grants to States Award Guidance is followed in relevant part regarding where Utah State Library and sub-recipient "You and your sub-recipients must acknowledge IMLS in all related publications and activities supported with your award money. ... A kit with suggestions and materials to help you and your sub-recipients publicize grant activities is available at https://www.imls.gov/grants/grantrecipients/grantee-communications-kit." The IMLS website includes the IMLS logo available to download and use in published materials where appropriate.
- 9. GRANTEE will also ensure that The Utah State Library Division, Department of Cultural and Community Engagement, is acknowledged in all related publications and activities supported with LSTA grant funds. A combined acknowledgement statement may read: "This program was funded in part through a grant from Utah State Library Division, Department of Cultural and Community Engagement, and from the Institute of Museum and Library Services which administers the Library Services and Technology Act." Please use this combined statement in your publications and activities.

#### OTHER INFORMATION:

The links for the Final Report will be emailed to project directors. Grant Administrative Guidelines can be found at <a href="https://docs.google.com/document/d/1imoSylYtLDSBctigmwCk514NEXixPNtjRPnFtkCCo7k/edit">https://docs.google.com/document/d/1imoSylYtLDSBctigmwCk514NEXixPNtjRPnFtkCCo7k/edit</a>.

#### Allowable Expenses

- Postage to return requested materials.
- Boxes and mailing envelopes to return requested materials.
- Mailing labels for materials requested
- Staff time to process these requests may also be an allowable expense if the requests are requiring time outside
  of normally scheduled staff hours. Please contact the Grants Coordinator, Rachel Cook (rcook@utah.gov) if you
  need to use these grant funds to cover staff time.

# Contract between USL and San Juan County Library System ATTACHMENT C

### FEDERAL ASSURANCES AND CERTIFICATIONS

These pages are required by the Institute of Museum and Library Services (IMLS), the federal agency that oversees LSTA and ARPA funding. By signing this contract, GRANTEE agrees to comply with the following.

**Subgrantee and Subcontractors**. These terms refer to the applicant library and any vendors the library might use to complete the proposed project. Certification responsibilities extend beyond the grantee (Utah State Library Division) to subgrantees (Libraries) and subcontractors (Vendors and Partners) under certain circumstances. For more information on terms used in this section please refer to the **Definitions of Federal Assurances Terms**, after the Assurances.

# Certification Regarding the Non-discrimination Statutes and Implementing Regulations (Applies to Recipients Other than Individuals)

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 et seq.), which prohibits discrimination on the basis of race, color, or national origin (note: as clarified by Executive Order 13166, reasonable steps must be taken to ensure that limited English proficient (LEP) persons have meaningful access to the programs (see IMLS guidance at 68 Federal Register 17679, April 10, 2003)); (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 et seq. including §794), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance); (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681– 83, 1685–86), which prohibits discrimination on the basis of sex in education programs; and (d) the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age. (e) the requirements of any other nondiscrimination statute(s) which may apply.

### **Certification Regarding Debarment and Suspension**

The applicant shall comply with 2 C.F.R. Part 3185 and 2 C.F.R. Part 180, as applicable. The authorized representative, on behalf of the applicant, certifies to the best of his or her knowledge and belief that neither the applicant nor any of its principals: are presently excluded or disqualified; have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

The applicant, as a primary tier participant, is required to comply with 2 C.F.R. Part 180 subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) as a condition of participation in the award. The applicant is also required to communicate the requirement to comply with 2

C.F.R. Part 180 subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) to persons at the next lower tier with whom the applicant enters into covered transactions.

As noted in the preceding paragraph, applicants who plan to use IMLS awards to fund contracts should be aware that they must comply with the communication and verification requirements set forth in the above Debarment and Suspension provisions.

In addition, the applicant agrees by submitting a proposal that, should the proposal be funded with LSTA/ARPA federal funds, the grantee shall not knowingly enter into any project-related transactions (as defined under "lower tier covered transaction") with a person who is debarred, suspended, proposed for debarment, ineligible or voluntarily excluded from participation on this covered transaction, unless authorized by the IMLS.

The applicant further agrees by submitting this proposal to include without modification the following cause in all lower tier covered transactions in all solicitations for lower tier covered transactions:

1. The prospective lower tier participant certified, by submission of the proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

A grantee may rely on the certification of a prospective sub-recipient that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A grantee may decide the method and frequency by which it determines the eligibility of its "principals."

Except when specifically authorized by the IMLS, if a grantee knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to the remedies available to the federal government, the IMLS may terminate this transaction for cause or default.

### **Certification Regarding Lobbying Activities**

(Applies to Applicants Requesting Federal Funds in Excess of \$ 100,000)

The authorized representative certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the authorized representative, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant, as provided in 31 U.S.C. § 1352) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the authorized representative shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The authorized representative shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when the transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure, or as otherwise required by law. In addition, in accordance with Federal appropriations law, no IMLS funds may be used for publicity or propaganda purposes for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government. No IMLS funds may be used to pay 5 the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body.

### **Certification Regarding Trafficking in Persons**

The applicant must comply with Federal law pertaining to trafficking in persons. Under 22 U.S.C. § 7104(g), any grant, contract, or cooperative agreement entered into by a Federal agency and a private entity shall include a condition that authorizes the Federal agency (IMLS) to terminate the grant, contract, or cooperative agreement, if the grantee, subgrantee, contractor, or subcontractor engages in trafficking in persons, procures a commercial sex act, or uses forced labor. 2 C.F.R. part 175 requires IMLS to include the following award term:

- a. Provisions applicable to a recipient that is a private entity.
  - 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect:
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or subawards under the award.

subrecipient that is a private entity -

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or Prepared State Library Grants Coordinator, August 2020 | Page 21

Item 6.

- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either
  - A. Associated with performance under this award; or
  - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. part 3185.
- b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity
  - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either
    - i. Associated with performance under this award; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, "OMB Guidelines to Agencies on 9 Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. part 3185.
- c. Provisions applicable to any recipient.
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
  - 1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - 3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. part 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R part 175.25(b).
      - B. A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

### **Internet Safety Certification**

(b) Internet Safety Pursuant to 20 U.S.C. § 9134(b)(7), the State Library Administrative Agency provides assurance that it will comply with 20 U.S.C. § 9134(f), which sets out standards relating to Internet Safety for public libraries and public elementary school and secondary school libraries that do not receive services at discount rates under § 254(h)(6) of the Communications Act of 1934, and for which IMLS State Program funds are used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet. (See links to Children's Internet Protection Act (CIPA) in *Appendix F- Definitions of Federal Assurance Terms*).

# **Acknowledging IMLS**

You and your subrecipients must acknowledge IMLS in all related publications and activities supported with your award money. An example acknowledgement would read: "This program was funded in part with a Federal award from the Institute of Museum and Library Services." A kit with suggestions and materials to help you and your subrecipients publicize grant activities is available at https://www.imls.gov/grants/grantrecipients/grantee-communications-kit. If you have any questions or need assistance, you may contact staff in the Office of Communications and Government Affairs at (202) 653-4757.

### **DEFINITIONS OF FEDERAL ASSURANCE TERMS**

### **Covered Transaction**

A covered transaction is either a primary or lower-tier covered transaction.

### Debarment

An action taken by a debarring official in accordance with 45 CFR Part 1185 to exclude a person from participating in covered transactions. A person so excluded is "debarred."

### **Debarment and Suspension**

The applicant agrees by submitting a proposal that should the proposal be funded by the Institute of Museum and Library Services (IMLS), it shall not enter into any project related transactions with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the IMLS. It should be noted that, in terms of this certification, the legal definition of "person" includes organizations as well as individuals.

### Ineligible

Excluded from participation in federal non-procurement programs pursuant to a determination of ineligibility under statutory, executive order or regulator authority, other than Executive Order 12549.

### **Lobbying Activities**

Those who receive a subgrant, contract, or subcontract exceeding \$100,000 at any tier under an IMLS grant are required to file a certification and, when necessary, a disclosure form, to the next tier above.

### **Lower Tier Covered Transaction**

- a) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction.
- b) Any procurement simplified acquisition threshold (currently \$100,000) under a primary covered transaction.
- c) Any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. Such persons are project directors, principal investigators, and providers of federally-required audit services.

### **Participants**

Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered transaction. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered transaction as an agent or representative of another participant.

### Person

Any individual, corporation, partnership, association, unit of government or legal entity, however organized, except foreign governments of foreign governmental entities, public international organizations, foreign government owned or controlled entities.

### **Primary Covered Transaction**

Any non-procurement transaction between an agency and a person, regardless of type, including grants, cooperative agreements, scholarships, fellowships, contracts of assistance, loans, loan guarantees, subsidies, insurance, payments for specified use, donation, agreements, and any other nonprocurement transactions between a federal agency and a person.

### **Principal**

Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has critical influence on or substantive control over a covered transaction, whether or not employed by the participant.

### Suspension

An action taken by a suspending official in accordance with these regulations that immediately excludes a person from participating in covered transactions for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue.

### \_\_\_\_\_\_\_

### **Voluntarily Excluded**

The status of non-participation or limited participation in covered transaction assumed by a person pursuant to the terms of a settlement.

## Children's Internet Protection Act Certification (CIPA)

- Children's Internet Protection Act (CIPA) 47 CFR 54.520
   <a href="http://www.gpo.gov/fdsys/granule/CFR-2012-title47-vol3/CFR-2012-title47-vol3-sec54-520">http://www.gpo.gov/fdsys/granule/CFR-2012-title47-vol3/CFR-2012-title47-vol3-sec54-520</a>
- Internet Safety 20 USC §9134 (f)(1) <a href="http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title20section9134&num=0&edition=prelim">http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title20section9134&num=0&edition=prelim</a>
- Internet and online access policy required UCA 9-7-215 https://le.utah.gov/xcode/Title9/Chapter7/9-7-S215.html

# Library Director's Report

July-August 2022

# **Grants/Funding Applied for and Approved by Commissioners**

- LSTA 3<sup>rd</sup> Borrowers Support Grant July 1, 2022-June 30, 2023 for ILL related expenses for up to \$5906.00
- Overdrive/Beehive Consortium Contract for FY2023
- Digital Inclusion Grant to wrap up end of September 2022
- ARPA Hotspot Grant will wrap up approximately in October for 1/3 of hotspots and then in January/February for 2/3 or remaining of hotspots

# Pending Grants and Possible Pending Grants:

- 90 Books for 90 Years Honoring Patsy Black-Shumway. Expenses paid for by the Patsy Black-Shumway family. Display done by Blanding Library
- Digital Inclusion training this Friday and then 2 libraries chosen
- Diverse Picture Books Bundle pending

# **OTHER**

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# **General Report**

**Summer Reading Statistics Summary** – We had 317 children sign up 269 children up to the age of 11 and 48 ages 12=18. We offered 24 events, not including the 20+ story hours provided.

**The Annual CLEF Report** was submitted last week and waiting for State Library response to that.

**Current Library System Policies** have all been either reviewed or updated and presented in this meeting for Library Board input/approval. Any approved changes will be taken to the Commissioners at the next Library Board Meeting.

**Grand County Library Services FY 2023** -We have been working/reviewing the Grand County Services contract (thank you Mack McDonald for invaluable input on this). If approved, will take it to the Commissioners and then send on to the Librarian, Carrie Valdez for her to present to her Library Board and Commissioners. We need to have this in place for the 2023 budget and paid by 1<sup>st</sup> of the new year.

**Updated Monthly Library Statistics** - I have been updating all of the Library System Monthly Statistics for the year 2022 so as to reflect better the

questions and statistics that the State Library asks for on the annual and recertification reports submitted each year. Please discard any previous monthly reports sent out for this year and use the current ones given out for reference.

**Inmate Services and Book Run** – Mikaela and I will be sharing the Inmate Library duties for the next few months or so due to Brenda Freestone's indefinite leave of absence. I will also be doing the weekly the book run until further notice.

# **Blanding Library**

We lost 3 part-time staff in 2 weeks – 2 rather unexpected so were very short staffed, just Kalvina and I for almost 2 weeks – then hired 2 new people and had 1 staff member return temporarily. We are currently training the new staff members, 1 temporary – Elijah Ward, who will be leaving the end of November and 1 permanent, BreAnne Shumway. Both are learning quickly and doing an excellent job. Very sharp and hard-working. Good rapport is being established between staff members. We had several staff trainings to go over procedures but will need to have another soon with the newer staff. Continued outstanding displays are being presented by part time staff under Kalvina Hanley's guidance. We have continued to work closely with the Family History Center with getting local and personal histories scanned and uploaded and will be available free of charge to anyone who would like to access these records online. We have wrapped up our Summer Breakfast program and served over 175 bagged lunches and 260 bagged breakfasts. We will continue to serve the bagged lunches throughout the school year. We have partnered with USU Extension and UNHS for our story hours in September and October. The focus is on the Healthy food groups. They present a story and then a physical activity and then have the children make a simple, healthy snack. They are providing all of the supplies and personnel. Upcoming events -Celebration of Hispanic Heritage Month (first part of October) and then Native American Heritage Celebration in November.

# Bluff and Montezuma Libraries

 I have been covering both branches quite a bit and will continue to throughout September. Maidee is working on weeding the Audio books collection and needs to do a heavy weeding of the Adult Fiction books in Bluff to make room for newer items. Bluff and Montezuma Creek are often busy with a steady flow of patrons when I cover and would like to look at increasing their hours in the coming year. Bluff is currently open Tuesday and Thursday from 12-4 and would like to change that to 12-5. Montezuma Creek is currently open Monday, Wednesday, and Friday from 12-4 and would like to increase hours on Wednesday from 12-5. So that would be a total of 5 hours more per week between the two branches which equals 208 hours per year which would cost the Library System approximately \$2800.00 more for salaries.

## La Sal Library

• Marsha Sanders continues do a good job and making efforts to have programming that the community will participate in. There is an adult book club offered each month as well as a story hour for children each week along with snacks, thaw and serve meals, and bagged lunches provided by the Food Bank. At our suggestion she is changing the hours to Tuesday 3-6 and Friday 9-3 so that we can hopefully catch the after school crowd for a story hour and craft on Tuesday's and a book club once a month on Friday. She is cataloguing the newer items to mirror how the main branches do their cataloging and then will need to go back and update the older material to match.

# **Monticello Library**

\*See Mikaela's report

# Library Statistics for February 2022

Patrow Visits

Blanding = 2499

Monticello = 1218

Satellites:

Bluff = 82

La Sal = 136

MCreek = 139

MV & NM = CLOSED

TOTAL = 4074

Checkouts

Blanding = 1641 Monticello = 1515 Satellites: Bluff, La Sal, MCreek = 395 MV & NM = **CLOSED** TOTAL = 3551

Computer Checkouts

Blanding = 248
Monticello = 105
Satellites:
Bluff = 19
La Sal = 2
MCreek = 76
MV & NM = CLOSED

TOTAL = 450

\*Wireless usage (ubiquiti updated)

Blanding = 788 Monticello = 814 Satellites: Bluff = 734 La Sal = 58 MCreek = 657 TOTAL = 3051

Hotspot checkouts

Blanding = 21 Monticello = 8 (6-MiFi/2-CBRS) Satellites: Bluff, La Sal, MCreek = 29 TOTAL = 58

Doll, Steam kits, seeds, or Other Circulating

Blanding = 6 Monticello = 8 Satellites: Bluff, La Sal, MCreek = 0 TOTAL = 14

Food Bank Meals Served

Blanding = 53 Monticello = N/A La Sal = 63 TOTAL = 116

Online Circulations

Overdrive = 1603

Website Visits

TOTALS 310 = site sessions 185 = unique visitors

Money Collected\*

Blanding = 447.89 /Book Sale - 50.24 Monticello = 465.60 /Book Sale - 32.00 Satellites: Bluff = 47.30 /Book Sale - 12.00

Bluff = 47.30 /Book Sale – 12.00 La Sal = 20.60/Book Sale – 0.00 MCreek = 29.80/Book Sale –0.00

TOTAL = \$1011.19

Empire Electric – 1000 \$ for Chair – 350 part of deposit

Programs by Age Group

Frograms og Age Group				
Branch	Age Group	Age Group		
	# of Event	# Attended		
Blanding	0-5 = 3	0-5 = 115		
	6-11 = <mark>0</mark>	6-11 = <mark>0</mark>		
	12-18 = 0	12-18 = 0		
	19+ = <mark>5</mark>	19+ = <mark>27</mark>		
	General = 0	General = 0		
	0.5	0.526		
Monticello	0-5 = 3	0-5 = 26		
	6-11 = 4	6-11 = 65		
	12-18 = <b>4</b>	12-18 = <mark>16</mark>		
	19+ = <mark>0</mark>	19+ = <b>0</b>		
	General = 0	General = 0		
La Sal	0-5 = 0	0-5 = 0		
	6-11 = <b>6</b>	6-11 = 63		
	12-18 = <b>0</b>	12-18 = <b>0</b>		
	19+ = 1	19+ = <mark>2</mark>		
	General = 0	General = 0		
TOTAL =	0-5 6	141		
6	5-11 10	128		
1	12-18 4	16		
1	19+ 6	29		
(	General 0	0		

### **Volunteers and Volunteer Hours**

_	Year to date # of Volunteers	# of Hours
Blanding	4	8
Monticello	4	16
Satellite:		
Bluff		
La Sal	3	10
MCreek_		
TOTAL =	11	34

Self Directed Activities

<sup>\*</sup>Borrowers grant covers postage until further notice.

Item 8.

## Library Statistics for March 2022

# Patron Visits

Blanding = 2687 Monticello = 1516 Satellites:

Bluff = 125

La Sal = 202 MCreek = 147

MV & NM = **CLOSED** 

**TOTAL = 4677** 

### Checkouts

Blanding = 2030 Monticello = 1587

Satellites:

Bluff, La Sal, MCreek = 521

MV & NM = **CLOSED** 

**TOTAL = 4138** 

### Computer Checkouts

Blanding = 246

Monticello = 153

Satellites:

Bluff = 24 La Sal = 1

MCreek = 78

MV & NM = CLOSED

TOTAL = 502

### Wireless usage (ubiquiti)

Blanding = 739

Monticello = 712

Satellites:

Bluff = 580

La Sal = 105

MCreek =619

TOTAL = 2755

### Hotspot checkouts

Blanding = 25

Monticello = 8 (7-MiFi/1-CBRS)

Satellites:

Bluff, La Sal, MCreek = 33

Total = 66

### Doll, Steam kits, seeds, or Other Circulating

Blanding = 5

Monticello =11

Satellites:

Bluff, La Sal, MCreek = 6

TOTAL = 22

### Food Bank Meals Served

Blanding = 43

Monticello = N/A

La Sal = 97

TOTAL = 140

### Online Circulations

Overdrive = 1504

<u>Website Visits</u>

# TOTALS 226 = site sessions

152 = unique visitors

### Money Collected\*

Blanding = 297.60/Book Sale = 32.00 Monticello = 238.45/Book Sale = 144.00

Satellites:

Bluff = 30.70/Book Sale = 9.99

La Sal = 9.80/Book Sale = 8.00

MCreek = 53.06/Book Sale - 0.00

TOTAL = \$629.61 \$193.99

### Programs by Age Group

Branch	Age Group	Age Group
	# of Event	# Attended
Blanding	0-5 = 5	0-5 = 105
	6-11 = <b>0</b>	6-11 = <b>0</b>
	12-18 = 0	12-18 = 0
	19+ = <b>5</b>	19+ = 31
	General = 0	General = 0
Monticello	0-5 = 5	0-5 = 37
	6-11 = <b>5</b>	6-11 = 59
	12-18 <b>=</b> 5	12-18 = <b>15</b>
	19+ = <b>0</b>	19+ = <b>0</b>
	General = 1	General = 15
La Sal	0-5 = 0	0-5 = 0
	6-11 = 10	6-11 =97
	12-18 = <b>0</b>	12-18 = 0
	19+ = <b>1</b>	19+ = 4
	General = 0	General = 0
TOTAL = 0-5	10	142
6-11	15	156
12-18	5	15
19+	6	35
General	1	15

### Volunteers and Volunteer Hours

Year to date # volunteers		# Volunteer Hours	
Blanding	5	9	
Monticello	4	38	
Satellite:			
Bluff			
La Sal	4	26	
Montezuma Creek			
Totals	13	73	

### Self Directed Activities

<sup>\*</sup>Borrowers grant covers postage until June 30, 2022

*Updated 8/26/2022* 

# Library Statistics for April 2022

### Patron Visits

Blanding = 2764 Monticello = 1594 Satellites: Bluff = 108 La Sal = 158 MCreek = 152 MV & NM = **CLOSED** 

# TOTAL = 4776

Checkouts

Blanding = 1844 Monticello = 1489 Satellites: Bluff, La Sal, MCreek = 472 MV & NM = **CLOSED** TOTAL = 3805

### Computer Checkouts

Blanding = 229 Monticello = 174 Satellites: Bluff = 11 La Sal = 0 MCreek = 87 MV & NM = **CLOSED** TOTAL = 501

### Wireless usage (ubiquiti)

Blanding = 761 Monticello = 673 Satellites: Bluff = 485 La Sal = 94 MCreek = 450 TOTAL = 2463

### Hotspot checkouts

Blanding = 16 (5 MiFi/11 Cell.1) Monticello = 3 (2 MiFi/1 CBRS) Satellites: Bluff, La Sal, MCreek = 30 (3 MiFi/27 Cell.1) TOTAL = 49

### Doll, Steam kits, seeds, or Other Circulating

Blanding = 12 Monticello = 3 Satellites: Bluff, La Sal, MCreek = 5 TOTAL = 20

### Food Bank Meals Served

Blanding = 37 Monticello = N/A La Sal = 69 TOTAL = 106

### Online Circulations

Overdrive = 1365

### Website Visits

TOTALS 274 = site sessions

### 174 = unique visitors

### Money Collected\*

Blanding 481.18/Book Sale 151.18 Monticello 292.29/Book Sale 156.54 Satellites: Bluff - 22.00/Book Sale 0.00 La Sal - 8.00/Book Sale 0.00 MCreek - 28.15/Book Sale 0.00 TOTAL = \$831.62

### Programs by Age Group

0 0	· · · · ·	
Branch	Age Group	Age Group
	# of Event	# Attended
Blanding	0-5 = 4	0-5 = 129
	6-11 = <b>0</b>	6-11 = <b>0</b>
	12-18 = 0	12-18 = <b>0</b>
	19+ = <b>5</b>	19+ = <mark>22</mark>
	General = 0	General = 0
Monticello	0-5 = 3	0-5 = 15
	6-11 = 4	6-11 = 47
	12-18 = 4	12-18 = <mark>12</mark>
	19+ = <b>0</b>	19+ = <mark>0</mark>
	General = 0	General = 0
La Sal	0-5 = <b>0</b>	0-5 = <b>0</b>
	6-11 = 8	6-11 =69
	12-18 = <b>0</b>	12-18 = <b>0</b>
	19+ = 1	19+ = <b>3</b>
	General = 0	General = 0
TOTAL = 0-5	7	144
6-11	12	116
12-18	4	12
19+	6	25
General	0	0

### Volunteers and Volunteer Hours

_	# of Volunteers	# of Hours
Blanding	6	10
Monticello	7	60
Satellite:		
Bluff		
La Sal	4	17
Montezuma Creek		
Total	17	87

### Self Directed Activities

<sup>\*</sup>Borrowers grant covers postage until further notice. Updated 8/26/2022

# Library Statistics for January 2022

# Patrow Visits Blanding = 2315 Monticello = 1118 Satellites: Bluff = 101 La Sal = 147 MCreek = 120 MV & NM = CLOSED

TOTAL = 3801

### Checkouts

Blanding = 1576 Monticello = 1340 Satellites: Bluff, La Sal, MCreek = 510 MV & NM = **CLOSED** TOTAL = 3426

### Computer Checkouts

Blanding = 258 Monticello = 110 Satellites: Bluff = 24 La Sal = 2 MCreek = 64 MV & NM = **CLOSED** 

TOTAL = 458

### \*Wireless usage (ubiquiti updated)

Blanding =752 Monticello = 623 Satellites: Bluff =615 La Sal =95 MCreek = 589 TOTAL = 2684

### Hotspot checkouts

Blanding = 16 Monticello = 12 (9-MiFi/3-CBRS) Satellites: Bluff, La Sal, MCreek = 39 TOTAL = 67

### Dolls, Steamkits, Backpacks, seeds, Other Circulating

Blanding = 4 Monticello = 12 Satellites: Bluff, La Sal, MCreek = 0 TOTAL = 16

### Food Bank Meals Served

Blanding = 42 Monticello = N/A La Sal = 71 TOTAL = 113

### Online Circulations

Overdrive = 1603

### website

TOTALS 269 = site sessions

### 146 = unique visitors

Money Collected\*

Blanding = 224.46/Book Sale - 29.98 Monticello = 226.00 /Book Sale - 53.00 Satellites: Bluff = 7.00/Book Sale - 0.00 La Sal = 6.00/Book Sale - 0.00 MCreek = 5.35/Book Sale - 0.00 TOTAL = 468.81

Activities

	Z COCO OCOCO	
Branch	Age Group	Age Group
	# of Event	# Attended
Blanding	0-5 = 4	0-5 = 94
	6-11 = <mark>0</mark>	6-11 = <mark>0</mark>
	12-18 = 0	12-18 = 0
	19+ = <mark>5</mark>	19+ = <mark>23</mark>
	General = 0	General = 0
Monticello	0-5 = <mark>3</mark>	0-5 = 30
	6-11 = <mark>3</mark>	6-11 = <mark>38</mark>
	12-18 = 3	12-18 = <mark>9</mark>
	19+ = <mark>0</mark>	19+ = <mark>0</mark>
	General = 0	General = 0
La Sal	0-5 = 0	0-5 = 0
	6-11 = 8	6-11 = <mark>71</mark>
	12-18 = <mark>0</mark>	12-18 = <mark>0</mark>
	19+ = <mark>0</mark>	19+ = <mark>0</mark>
	General = 0	General = 0
<b>TOTAL</b> = 0-5	7	124
6-11	11	109
12-18	3	9
19+	5	23
General	0	0

### **Volunteers and Volunteer Hours**

Year to date #Volunteers		# Volunteer Hours	
Blanding	4	10	
Monticello	4	15	
Satellite:			
Bluff			
La Sal	3	17	
MCreek			
Total	11	42	

### Self Directed Activities

<sup>\*</sup>Borrowers grant covers postage until June 30, 2022 Updated 8/26/2022

# Library Statistics for July 2022

# Patron Visit/ Closed 1 day -Ransom ware Blanding = 2521Monticello = 1958 Satellites: Bluff = 64 La Sal = 29 MCreek = 111MV & NM = CLOSED TOTAL = 4683Checkouts Blanding = 2103 Monticello = 1974 Satellites: Bluff, La Sal, MCreek = 350 MV & NM = **CLOSED TOTAL = 4427** Computer Checkouts Blanding = 255Monticello = 180 Satellites: Bluff = 8La Sal = 0MCreek = 50MV & NM = CLOSED TOTAL = 493Wireless usage (ubiquiti) updated Blanding = 432 \* WiFi was spotty Monticello = 434 (\*5 days estimated/ no wireless) Satellites: Bluff = 479 La Sal = 115 MCreek = 513TOTAL = 1973 Hotspot checkouts Blanding = 11 (7 MiFi/4 Cell.1) Monticello = 6 (5 MiFi/1 CBRS) Satellites: Bluff, La Sal, MCreek = 26 (6 MiFi/20 Cell.1) TOTAL = 43Doll, Steam kits, seeds, or Other Circulating Blanding = 12 Monticello = 6 Satellites: Bluff, La Sal, MCreek = 0 TOTAL = 18Food Bank Meals Served Blanding =178 Monticello = N/A La Sal = 20**TOTAL = 198** Online Circulations Overdrive = 1599 Website visits TOTALS 255 = site sessions

### 194 = unique visitors

Money Collected\*
Blanding - 437.03 /Book Sale - 107.04
Monticello - 282.00 /Book Sale = 77.50
Satellites:
Bluff - 5.60 /Book Sale 0.00
La Sal - 1.25 /Book Sale 0.00
MCreek - 59.20/Book Sale 0.00

Programs by Age Group

TOTAL = 785.08/184.54

Programs of Age Group				
Branch	Age Group	Age Group		
	# of Event	# Attended		
Blanding	0-5 = 4	0-5 = <b>130</b>		
	6-11 = <mark>3</mark>	6-11 = 80		
	12-18 = 3	12-18 = <b>11</b>		
	19+ = <b>5</b>	19+ = <mark>30</mark>		
	General = 1	General = 415		
Monticello	0-5 = 2	0-5 = 37		
	6-11 = <b>4</b>	6-11 = <mark>50</mark>		
	12-18 = <b>4</b>	12-18 = <mark>12</mark>		
	19+ = <b>0</b>	19+ = <b>0</b>		
	General = 1	General = <b>130</b>		
La Sal	0-5 = 0	0-5 = 0		
	6-11 = <mark>0</mark>	6-11 = <mark>0</mark>		
	12-18 = 0	12-18 = 0		
	19+ = <b>1</b>	19+ = <mark>2</mark>		
	General = 1	General = 18		
TOTAL =	0-5 6	167		
	6-11 7	130		
	12-18 7	23		
	19+ 6	32		
	General 3	563		

### Volunteers and Volunteer Hours

_	Year to date # of volunteers	# of Hours
Blanding	9	9
Monticello	10	74
Satellite:		
Bluff		
La Sal	4	2
Montezun	na Creek	
		OF
IUIAL	23	85

### Self Directed Activities

Branch	Hge Group	# of Participan	<u>ts Type/Name</u>
Monticello	0-5	6	Fish Pipe Cleaner
Monticello	6-11	15	Crayon/Booklet

### Summer Reading Total = 317 Signed Up

12-18 = 48

Item 8.

Updated 8/26/2022

# Library Statistics for JUNE 2022

# Patron Visits Blanding = 3091 Monticello = 2003 Satellites: Bluff = 62La Sal = 10 MCreek = 155MV & NM = **CLOSED** TOTAL = 5321Checkouts Blanding = 2276 Monticello = 1866 Satellites: Bluff, La Sal, MCreek = 350 MV & NM = **CLOSED** TOTAL = 4492 Computer Checkouts Blanding = 277Monticello = 151 Satellites: Bluff = 19La Sal = 0MCreek = 72MV & NM = CLOSED TOTAL = 519Wireless usage (ubiquiti)updated Blanding = 525 \*WiFi was spotty Monticello = 416 Satellites: Bluff = 451 La Sal = 117 MCreek = 467TOTAL = 1976 Hotspot checkouts Blanding = 20 (3 MiFi/17 Cell.1) Monticello = 7 (6 MiFi/1 CBRS) Satellites: Bluff, La Sal, MCreek = 26 (6 MiFi/20 Cell.1) TOTAL = 53Doll, Steam kits, seeds, or Other Circulating Blanding = 12 Monticello = 7 Satellites: Bluff, La Sal, MCreek = 2 TOTAL = 21Food Bank Meals Served Blanding = 109 Monticello = N/A La Sal = 20**TOTAL** = 129 Online Circulations

# 174 = unique visitors

### Money Collected\*

Blanding - 213.44 /Book Sale 42.54 Monticello - 216.69/Book Sale = 97.29 Satellites: Bluff - 74.72/Book Sale 0.00 La Sal - 2.00/Book Sale 0.00 MCreek - 28.95/Book Sale 0.00

TOTAL = \$535.80/\$139.83

### Programs by Age Group

0	•	
	Age Group	Age Group
	# of Event	# Attended
	0-5 = 5	0-5 = 258
	6-11 = 3	6-11 = <del>198</del>
	12-18 = 4	12-18 = <del>38</del>
	19+ = <b>5</b>	19+ = <mark>31</mark>
	General = 0	General = 0
_	0.5 - 3	0-5 = 28
)		
	_	6-11 = 92
		12-18 = 24
		19+ = 0
	General = 6	General = 28
	0-5 = 0	0-5 = 0
	6-11 = 0	6-11 = <b>0</b>
	_	12-18 = 0
		19+ = 2
	General = 1	General = 15
0-5	8	286
6-11	8	290
12-18	9	72
19+	6	33
Genera	al 7	43
	6-11 12-18 19+	# of Event  0-5 = 5 6-11 = 3 12-18 = 4 19+ = 5 General = 0  0-5 = 3 6-11 = 5 12-18 = 5 19+ = 0 General = 6  0-5 = 0 6-11 = 0 12-18 = 0 19+ = 1 General = 1  0-5 8 6-11 8 12-18 9 19+ 6

### Volunteers and Volunteer Hours

_ Yea	ar to date # of volunteers	# of Hours
Blanding	8	8
Monticello	7	64
Satellite:		
Bluff		
La Sal	4	2
Montezuma Cre	eek	
TOTAL	19	74

### Self Directed Activities

Branch	Age Group	# Distributed	Type/Name
MCreek	6-11	5	Crayon/booklet

\*Borrowers grant covers postage until further notice. Updated 8/27/2022

### Website visits

Overdrive = 1752

TOTALS 253 = site sessions

# Library Statistics for May 2022

### Patron Visits

Blanding = 2997 Monticello = 1816 Satellites: Bluff = 84 La Sal = 32 MCreek = 126 MV & NM = **CLOSED** 

TOTAL = 5055

### Checkouts

Blanding = 1876 Monticello = 1513 Satellites: Bluff, La Sal, MCreek = 358 MV & NM = **CLOSED** TOTAL = 3747

### Computer Checkouts

Blanding = 251 Monticello = 197 Satellites: Bluff = 12 La Sal = 1 MCreek = 84 MV & NM = CLOSED TOTAL = 545

### Wireless usage (ubiquiti)updated

Blanding = 656 \*WiFi started being spotty+++
Monticello = 466
Satellites:
Bluff = 566
La Sal = 188
MCreek = 394
TOTAL = 2270

### Hotspot checkouts

Blanding = 15(6 MiFi/9 Cell.1) Monticello = 4 (4 MiFi/0 CBRS) Satellites: Bluff, La Sal, MCreek = 23 (4 MiFi/19 Cell.1) TOTAL = 42

### Doll, Steam kits, seeds, or Other Circulating

Blanding = 19 Monticello = 4 Satellites: Bluff, La Sal, MCreek = 3 TOTAL = 26

### Food Bank Meals Served

Blanding = 31 Monticello = N/A La Sal = 17 TOTAL = 48

### Online Circulations

Overdrive = 1394

### Website Visits

TOTALS 295 = site sessions

### 204 = unique visitors

Money Collected\*

Blanding – 285.22 /Book Sale 81.74 Monticello – 266.07/Book Sale 125.47 Satellites: Bluff - 11.51/Book Sale – 0.00 La Sal – 0.00 /Book Sale 0.00 MCreek - 34.15/Book Sale – 0.00 TOTAL = 596.95

### Programs by Age Group

Branch	Age Group	Age Group
	# of Event	# Attended
Blanding	0-5 = 3	0-5 = 70
	6-11 = <b>0</b>	6-11 = <b>0</b>
	12-18 = <b>0</b>	12-18 = 0
	19+ = 5	19+ = <b>21</b>
	General = 0	General = 0
Monticello	0-5 = 5	0-5 = 95
	6-11 = 8	6-11 = 194
	12-18 = 8	12-18 = 49
	19+ = <b>0</b>	19+ = <b>0</b>
	General = 0	General = 0
La Sal	0-5 = 0	0-5 = 0
	6-11 = 2	6-11 = 8
	12-18 = <b>0</b>	12-18 = <b>0</b>
	19+ = 1	19+ =5
	General = 0	General = 0
TOTAL = 0-5	7	115
6-11	6	143
12-18	0	0
19+	6	26
General	0	0

### Volunteers and Volunteer Hours

_	Year to date # <b>of Volunteers</b>	# of Hours
Blanding	8	11
Monticello	7	16
Satellite:		
Bluff		
La Sal	4	2
Montezum	na Creek	
TOTAL	19	29

### Self Directed Activities

<u>Branch</u>	Age Group	# Distribu	<u>ited Type/Name</u>
Blanding	6-11	26	Crayon/booklet
La Sal	0-5	2	Fish pipe cleaner
MCreek	0-5	3	Follow the leader

<sup>\*</sup>Borrowers grant covers postage until further notice.

Updated 8/26/2022

# Library Statistics for August 2022

# Patron Visit Blanding = 3761 Monticello = 1593 Satellites: Bluff = 86 La Sal = 20 MCreek = 156MV & NM = **CLOSED TOTAL** = 5616 Checkouts Blanding = 2169 Monticello = 1808 Satellites: Bluff, La Sal, MCreek = 368 MV & NM = **CLOSED TOTAL = 4345** Computer Checkouts Blanding = 293 Monticello = 164 Satellites: Bluff = 15La Sal = 0MCreek = 65MV & NM = **CLOSED TOTAL** = **537** Wireless usage Blanding = 1034 Monticello = 689\* (estimated August 31) Satellites: Bluff = 891 La Sal = 248 MCreek = 960TOTAL = 3822Hotspot checkouts Blanding = 20 (16 MiFi/4 Cell.1) Monticello = 4 (4 MiFi/0 CBRS) Satellites: Bluff, La Sal, MCreek = 25 (6 MiFi/19 Cell.1) TOTAL = 49Doll, Steam kits, seeds, or Other Circulating Blanding = 4 Monticello = 4 Satellites: Bluff, La Sal, MCreek = 2 TOTAL = 8Food Bank Meals Served Blanding = 184 Monticello = N/A La Sal = 0**TOTAL = 184** Online Circulations Overdrive = 1613

### 157 = unique visitors

## Money Collected\*

Blanding -\$408.74/Book Sale \$56.99 Monticello -\$185.89/Book Sale \$38.70/97.20? cc sales? Satellites: Bluff - \$72.20 / Book Sale 0 La Sal - \$0 / Book Sale 0 MCreek - \$169.90/Book Sale 0

### TOTAL = \$836.73 pending checking Mcello 97.20

### Programs by Age Group

Branch	Age Group	Age Group
	# of Event	# Attended
Blanding	0-5 = 5	0-5 = 154
Dianamb	6-11 = 1	6-11 = 0
	12-18 = 0	12-18 = 0
	19+ = 5	19+ = 33
	General = 0	General = 0
Monticello	0-5 = 4	0-5 = 20
	6-11 = 2	6-11 = 24
	12-18 = 2	12-18 = 6
	19+ = 0	19+=0
	General = 0	General = 0
La Sal	0-5 = 0	0-5 = 0
	6-11 = 0	6-11 = 0
	12-18 = 0	12-18 = 0
	19+ = 2	19+ = 2
	General = 0	General = 0
TOTAL = 0-	5 9	174
6-1	1 3	24
12-	18 2	6
19+	- 5	33
Ger	neral 0	0

### Volunteers and Volunteer Hours

_	Year to date # of Volunteers	# of Hours
Blanding	9	4
Monticello	10	3
Satellite:		
Bluff		
La Sal	4	0
Montezuma	Creek	
TOTAL	23	7

### Self Directed Activities

Key performance measures of public library services in Utah



Item 9.

San Juan County Library	Benchmark #1 Library Visits	Benchmark #2 Circulation of Physical Materials	Benchmark #3 Circulation of Electronic Materials	Benchmark #4 Turnover Rate of Physical Materials		Benchmark #6 Internet Terminal Users	Benchmark #7 Wifi Users	Benchmark #8 Attendance at Programs	Benchmark #9 Local Operating Expenditures	Benchmark #10 Percentage of Collections Budget	Benchmark #11 Staffing Levels	Benchmark #12 Number of Programs	Population of Legal Service Area	Benchmarks FAILED (below 10th perecentile) - cannot fail more than 5	Benchmarks Achieved (Reached at least 10th percentile) - needs at least 7	Bendmarks at or OVER 70th percentile - Needs 5 or more for Quality Library Designation	
Library Figures Reported for FY2021	53,343	58,645	13,888	12,961	663	5,470	37,452	4,383	\$393,180	6.79%	8.00	277	14,518	2	10	3	4
Benchmarks at the 10th Percentile	25,174	38,959	16,008	6,769	230	718	850	406	\$224,457	7%	4.07	22					-
50th Percentile	41,993	83,553	32,921	21,776	821	3,053	10,303	3,075	\$392,026	11%	7.69	146	1				
70th Percentile	53,493		41,011	30,021	2,077	5,064	19,580	4,472	\$504,905	16%	8.92	217	1				
RED represents a value below the 10th pero YELLOW represents No Data was submitted		ould not be calculated											-				

Cited to Chicago a value equal to or above	e the roth percent	10										
The benchmarks below represent per capita			BENCHMARK #3	BENCHMARK #4	BENCHMARK #5				BENCHMARK #9	BENCHMARK #10		
calculations of the peer group. The peer group		BENCHMARK #2	Circulation of	Turnover Rate of	Turnover Rate of	BENCHMARK #6		BENCHMARK #8	Local Operating	Percentage of	BENCHMARK #11	BENCHMARK #12
includes all certified city and county libraries with a	Library Visits per	Circulation of Physical	Electronic Materials	Physical Materials	Electronic Materials	Internet Terminal	BENCHMARK #7	Attendance to	Expenditures per	Collections Budget	Staffing Levels (FTE)	Number of Programs
legal services area under 50,000 people.	capita	Materials per capita	per capita	(circ/coll)	(circ/coll)	Users per capita	WiFi Users per capita	Programs per capita	capita	(coll exp/total exp)	per capita	per capita
Benchmarks 10th Percentile	1.733981	2.683494	1.102608	0.466254	0.015869	0.049428	0.058537	0.027996	\$15.46	7%	0.000280	0.001533
Benchmarks 50th Percentile	2.892445	5.755160	2.267602	1.499910	0.056578	0.210283	0.709678	0.211836	\$27.00	11%	0.000530	0.010039
Benchmarks 70th Percentile	3.684577	7 813159	2.824818	2.067815	0 143097	0.348835	1 348702	0.308055	\$34.78	16%	0.000614	0.014930



# ASSISTANT DIRECTOR REPORT

**MEETING DATE:** September 15, 2022

**ITEM TITLE, PRESENTER:** Monticello Report, Presented by Mikaela Ramsay, Assistant

Library Director & Monticello Branch Librarian

### **MONTICELLO LIBRARY STAFF**

• Short staffed two people last week – may be an ongoing situation for a while

• Looking into listing a temporary part time position

• Sharing Marsha with La Sal has been helpful – she is trained on many of Brenda's assignments

### **UPCOMING**

- Short Hydroponics Display Sometime this fall or winter (depending on staffing situation) With new location & more compact plantings
- **Donated Sculpture** Estimated arrival for installation is late October.<sup>1</sup>
- **John Morris Special Collection** Pat and I will be meeting to discuss plan to promote this collection, draft procedures regarding this collection and talk about logistics.

### **CO-WORKING HUB**

- Income so far:
  - o June \$89.02
  - o July \$176.33
  - o Aug \$97.20
- Remaining possible projects:
  - Street sign
  - o Cupboard locks supplies moved from closet
  - More soundproof closet converted to office space



<sup>&</sup>lt;sup>1</sup> Five thousand dollars have been donated by the T.R. Paul Family Foundation, whose trustee (Theodore Paul), owns Flight Service LLC for a sculpture in memory of RD and Vee Carroll. Flight Service LLC is the company that built the US Forest Service building in Monticello last year and they had purchased the property from RD Carroll