



LIBRARY BOARD MEETING - MARCH 31, 2022 (WITH MINUTES)

Virtual/Blanding Library: <https://meet.google.com/igi-wpae-vgq?authuser=0&pli=1>
March 31, 2022 at 5:30 PM

AGENDA

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

1. Approval of minutes from January 20, 2022

PUBLIC COMMENT

BUSINESS/ACTION

2. Internet Policy for Triennial Review
3. Public Services Policy for Approval
4. Children and Teen Book Grant to Ratify

LIBRARY DIRECTOR REPORT

5. Director's Report for Blanding, Satellites & Monticello
6. Monticello Library Report, Presented by Mikaela Ramsay, 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
January 20, 2022 at 5:30 PM

MINUTES

CALL TO ORDER: 5:33 PM

ROLL CALL:

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

Absent: Carolyn Daly

APPROVAL OF MINUTES

1. Approval for October 20, 2021 Library Board Minutes (Ford moved to approve, Schulte seconded, motion passed unanimously)

PUBLIC COMMENT

N/A

BUSINESS/ACTION

2. Ratifying Grants: CLEF (Community Library Enhancement Fund) \$7,320 was awarded based on our library statistics. Used to buy IT equipment, fund summer reading programs and collection development. Schulte moved to ratify, Ford seconded, and voting was unanimous.

Hot-to-Trot Grant: providing continued service for hotspots. Ford moved, Schulte seconded. Vote was unanimous.

Hydroponic Garden—equipment and seedlings provided to main libraries. Branches felt unable to participate or there wasn't room. Schulte moved, Ford seconded, and grant was ratified unanimously.
3. Discuss Funding Ideas—moved to next meeting

LIBRARY DIRECTOR REPORT

- 4. End-of-year spending was under total budget. The Building spending was at 89%. The grant total for last year was more than reported the previous year. \$96,500. The county is now requiring the collection of cash receipts every three days. Since the cash receipts for the library are in very small amounts, the director and board find that this policy wastes an incredible amount of money and the director’s time. The county is interpreting a state law and the director is trying to get the law clarified. The board suggested checking with the State Library office and the county lawyer. Ramsay suggested that if necessary one person could do all the collection for all the county offices.

An adult Book Club was recently added at the Blanding Library, as well as a non-denominational Bible study. The library has also has a Hispanic heritage celebration and Teen Board meeting. Preschools also visited in Blanding. 60 children signed up for the recent PBS Read-a-Thon and 30 finished all the challenges. Over 20,000 minutes were read and an end celebration was held in December. The “We Are Water Exhibit” that had been planned was cancelled due to COVID numbers for the exhibit providers. An end-of-year report was also included in the packet of materials for board members.

REPORTS FOR BLANDING, MONTICELLO AND SATELLITES

- 5. Cody attended Red Mesa and Aneth chapter meetings this Monday. Red Mesa said they had donated to improve the branch at Montezuma Creek. Perkins said she would follow up on that. The chapters also said we could make a resolution and an estimate of what we need, and then approach them. The board was reminded that if donations are offered, they should be in a check written to the San Juan County Library system, handed to a librarian, who provides a receipt.
- 6. Monticello reports that the Co-Working Space should be open next month. One group is already going to use the space next week. Cameras and the door login (Proximity) are not yet installed. Trey (the IT guy) is not allowed overtime right now, which is slowing down completion. Advertising has been covered by the county economic office.

LIBRARY CHAIR REPORT

- 7. Perkins found a grant and applied for it that same day and will find out February 1 if we got it. The county is still looking at getting a grant writer, which may provide some help. Next meeting March 24, 2022 (After Spring Break)

ADJOURN

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APPROVED: _____
 San Juan County Library Board

DATE: _____

INTERNET POLICY

Effective Date: May 17, 2001. Amended: July 1, 2007. Amended: June 14, 2010.
Renewed: May 13, 2013; Amended: June 6, 2016, Amended May 8, 2019, Amended
March 10, 2021, **March 31, 2022**

1. BACKGROUND INFORMATION

“The mission of The San Juan County Library **System** is to inspire lifelong learning, advance knowledge and strengthen our communities.”

Because of strong community interest in having access to the Internet at the libraries, the San Juan County Library Board supports the availability of this resource to residents and visitors who come to our area. Patrons may access the Internet, but are expected to uphold our rules and policies.

Each library branch that is a part of the San Juan County Library system takes measures to restrict minors from accessing and from being exposed to electronic material that may be child pornography, obscene, or otherwise harmful to minors. These measures are based on applicable legal parameters as outlined under “CONDITIONS AND TERMS OF INTERNET USE IN THE LIBRARY” and are subject to limits of available technology and administrative capacity.

No branch of the San Juan County Library system has direct control over the information accessed through the Internet. Therefore, each individual is responsible for the content of the searches he or she conducts, and parents are responsible for the use of the Internet by their minor children.

The Library makes no guarantee, expressed or implied, for the timeliness, accuracy or usefulness of information accessed from the Internet, or that the Internet service will be available on an uninterrupted basis.

The Library upholds and affirms the right of each individual to have access to constitutionally protected materials.

~~The Library also affirms the right and responsibility of parents to determine and monitor their children’s use of Library materials and resources, including the Internet.~~

2. CONDITIONS AND TERMS OF INTERNET USE IN THE LIBRARY:

To ensure that the use of the Internet in the Library is consistent with the mission of the San Juan County Library, **and in compliance with the Children’s Internet Protective Act (CIPA)**, with Administrative Rule 458-2, Public Library Online Access for Eligibility to Receive Public Funds, and with amended UCA 9-7-215 and 9-7-216, the following conditions shall apply:

- a. Designated Internet stations will be located where they can be monitored by Library staff for user assistance, equipment security, and enforcement of these conditions.
- b. Patrons under 18 years of age must have signed permission from their parent or legal guardian to access the Internet. Parents/legal guardians must come to the Library to sign the form.
- c. In compliance with existing legal requirements, there is a technology protection measure (also commonly known as a filter) on the Library computers. The law requires libraries to use the technology protection measure to block access by minors to materials that might be harmful to them, as defined by said statute. The law also requires libraries to use the technology protection measure to block access by any patron or staff member, regardless of age, to child pornography and to materials defined by statute as harmful or obscene.
- d. The Library uses a filtering system recommended by the Utah State Library. This will block many web sites containing graphic, extreme, or obscene materials, including materials on sex, drugs, violence, gambling, terrorism, and hate language. However, this should not give the patron a false sense of security. He/she may still come across information that is illegal or that he/she believes is inappropriate, offensive, or objectionable. In this event, it is his/her responsibility to leave the offending website immediately.
- e. The filtering system may experience problems. Upgrades, equipment failure, software issues, and human and other errors can contribute to some websites not being blocked correctly. It is requested that patrons report any failure of the filtering system to the Library staff immediately.
- f. This technology protection measure is mandatory on all Library patron computers connected to the Internet. The filter will be turned off upon request for patrons 18 years of age or older without question. All rules—especially those pertaining to materials harmful to minors—must still be followed.
- g. Internet stations will be available on a first come, first served basis, or by appointment.
- h. Computer use will be limited to sixty (60) minutes when others are waiting. If, at the end of the first 60 minutes, no one is waiting for a computer, a patron may use it for additional time. Patrons requiring additional time may request such from the librarian. **The librarian reserves the right to ask a patron to leave a computer if they are being noisy or disruptive. Children under the age of 18 will be limited to 60 minutes per day of “gaming” on library computers.**
- i. When a Library staff member informs a patron that his time is up, he/she must leave the computer promptly so the next patron can use the computer. Failure to respond to a librarian’s request can result in the suspension of computer privileges.

j. Only one person per computer is allowed unless arrangements are made with the librarian for educational or instructional purposes.

k. Infants and toddlers are not allowed around the computers unless in a restraining device such as a carrier or stroller. This requirement is for the child's safety and the safety of the equipment. Children who are fussing and/or are not being controlled should be taken out of the library to avoid disturbing other patrons.

l. The following uses of the Internet ARE NOT PERMITTED. Any of these activities will result in permanent revocation of Internet privileges and may be subject to criminal prosecution:

1. Transmitting, uploading, downloading or otherwise accessing any pornographic, obscene, or sexually explicit materials or other materials deemed harmful to minors as defined by said statute.

2. Transmitting, uploading, downloading or otherwise accessing files or information dangerous to the integrity of the Library's network. Any malicious or intentional misuse, including but not limited to, harassment, distribution of computer viruses or worms, or transmitting data that is prohibited by Federal, State, or Local laws.

3. Vandalizing or altering the computer hardware and/or software of this Library's computers or any other computer system accessed through the Internet.

4. Unauthorized access to any of the San Juan County Library computer systems equipment, files, software, data, or information resources, including the deleting of files, modifying or reconfiguring system software facilities or subverting any restrictions already in place on the Library's network and computer systems.

5. Installing personal software or attaching personal computer equipment or programs to existing Library equipment.

6. Detachment of any hardware owned or provided by the Library, including headphones.

m. In addition to the above restrictions, the following general restrictions shall also apply:

1. Patrons may not use Library computers for any illegal or criminal purpose.

2. Patrons may not violate copyright laws or software licensing agreements (such as making unauthorized copies of software) in their use of Library computers.

3. Patrons may not install or download any software.

4. Patrons may not engage in any activity that is deliberately and maliciously disruptive,
libelous, or slanderous.

5. Patrons may not consume large amounts of system resources.

6. The patron is liable for damage done to computers, any computer equipment, or software that is property of the Library.

7. Patrons may not save any files to a Library computer. Any saved files or programs will be erased at the end of each business day. Patrons may save to a personal external device or send files as attachments to their own email account.

n. Any patron who has materials overdue more than 3 weeks may lose computer privileges until materials are returned or paid for.

o. There will be a charge for printer use. The charge will be based on the number and type of pages printed by the patron. Prices are to be posted in every library. A page is **one side** of an 8.5" X 11" sheet of paper.

p. Patrons who fail to comply with any of the above conditions may lose their computer privileges.

3. ENFORCEMENT GUIDELINES AND COMPLAINTS:

Administrative procedures and guidelines for staff to follow in enforcing this policy are listed within this policy in Section 2. Procedures to handle complaints about the policy, its enforcement, and observed patron behavior are listed below:

a. Any patron who wishes to read the statutes on which this policy is based may request to see copies of them on the library website.

b. This policy will be posted on the library website, where it is effective immediately. Rules for enforcing the policy are listed within the policy.

c. Any patrons who have complaints about this policy or its enforcement may submit those complaints in writing, outlined in detail, to the Library Director or to the Chair of the Library Board.

d. Patrons may submit their written complaint in person to the Library Board at the next regular Board meeting by requesting of the Librarian or the Board Chair that the complaint be included as an item on the next agenda.

e. If applicable, the patron may be asked to provide the website address and materials being viewed when privileges were suspended. The decision of the Board will be final.

This Internet policy was amended and re-adopted ~~March 10, 2021~~ **March 31, 2022** in an open meeting of the San Juan Library Board.

This policy has been **revised**, reviewed and adopted by the San Juan County Library and Board of Trustees on ~~March 10, 2021~~ **March 31, 2022**

Signature of Board Chairperson:

San Juan County Library--Public Services Policy (Updated March 2019 March 31, 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 items.
- ✓ 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 or residence in a 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 Use Only’ cards, 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.

Patrons who are consistently

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 ~ 7 DVD limit
 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 & LaSal)

Books and Audio books– 21 day checkout
 DVDs - 21 day checkout ~ 5 DVD limit
 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.

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 will be a reminder that indicates the replacement cost of the item(s). The second and final notice 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, ~~will~~ **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) ~~will~~ **may** lose all library privileges and will receive a bill for the cost of the ~~overdue~~ **lost** item(s) **as well or Hotspots**. 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 privileges revoked or 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:
 - 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 cared 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 revised, reviewed and adopted by the San Juan County Library and Board of Trustees on March 31, 2022.

Signature of Chairperson:

x _____ Date: _____



STATE OF UTAH

CONTRACT # 221674

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
 Government Agency

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Fund LSTA Grant for Project Title: 2022 Children and Teen Book Enhancement Mini-Grant. 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# N/A, FY N/A, Bid #N/A, a pre-approved sole source authorization (from the Division of Purchasing) SS# N/A, or other method: USL Grant Application.

4. CONTRACT PERIOD: Effective Date: 02/25/2022 Termination Date: 05/13/2022, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A. This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by 03/11/2022.

5. CONTRACT COSTS: GRANTEE will be paid a **maximum** of \$6,000.00 for two branches for costs authorized by this contract. Prompt Payment Discount (if any): N/A. Additional information regarding costs: N/A.

6. ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

Attachment A - Standard Terms & Conditions for Grants
 Attachment B – Scope of Work and Special Provisions

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.

- Grant Application with attached: Assurances – Non-Construction Programs and Certification Regarding Debarment and Suspension, etc.
- Survey

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

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED: N/A
 - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. Utah State Procurement Code, Procurement Rules, and GRANTEE’S response to Bid # N/A, dated N/A.

Contract between USL and San Juan County Library System

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

GRANTEE

Nicole Perkins
[Nicole Perkins \(Feb 24, 2022 09:55 MST\)](#)
Director, Manager or Authorized Signatory

Lyman W. Duncan
[Lyman W. Duncan \(Feb 28, 2022 16:17 MST\)](#)
Financial Officer

02/24/2022

Date

STATE

Chaundra Johnson
[Chaundra Johnson \(Mar 1, 2022 08:01 MST\)](#)
Director, State Library Division

N/A Grant
Director, Division of Purchasing

**RECEIVED AND PROCESSED
BY DIVISION OF FINANCE**

Director, Division of Finance

Agency Contact for questions during the contract process.

Karen Liu
Agency Contact

801-715-6742
Phone Number

801-715-6767
Fax Number

kliu@utah.gov
Email

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 information that must be kept non-public under federal and state laws.
 - e. **"State"** 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:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and SubGrantees, and shall fully indemnify, defend, and save harmless the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee's performance of this Contract caused by any intentional act or negligence of Grantee, its agents, employees, officers, partners, or SubGrantees, without limitation; provided, however, that the Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State. The parties agree that if there are any limitations of the Grantee's liability, including a limitation of liability clause for anyone for whom the Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
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.
11. **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.
12. **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.
14. **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.
26. **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)

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:

1. **This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by 03/11/2022.** Any exceptions must be arranged in writing via email to Faye Fischer, Contracts/Grants Analyst for USL at ffischer@utah.gov.
2. The effective dates of Contract shall be from 02/25/2022 through 05/13/2022, 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 \$6,000.00.
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.
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. GRANTEE will receive funds for the purchase of current, high-quality and well-reviewed books published in 2020, 2021, and 2022 for young adults and children. GRANTEE is required to purchase any combination of books from the lists below. Substitutions will not be allowed unless approved by Karen Liu, Youth Services Coordinator.
 - a. ALA Notable Children's Books (ALSC)
 - b. American Indian Library Association's Youth Literature Awards
 - c. Asian/Pacific American Award for Literature
 - d. Bank Street College of Education's Best Books of the Year (available April 2022)
 - e. Beehive Book Awards Nominees (available March 2022)
 - f. Best Fiction for Young Adults (YALSA)
 - g. Coretta Scott King Book Awards
 - h. Pura Belpre Award
 - i. Robert F. Sibert Informational Book Medal
 - j. Quick Picks for Reluctant Young Adult Readers
 - k. Nonfiction for Young Adults Award
 - l. Curated list of Books (available February 2022)
2. GRANTEE agrees to purchase books in a timely manner. **Books purchased after 05/13/2022 are not eligible for the grant.**
3. Books may be purchased from any of the preselected lists using vendors of their choice. Funds may be used for vendor processing as well.

Contract between USL and San Juan County Library System

4. 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.
5. 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.
6. The Project Director must set up an accounting system to track expenditures of LSTA, matching, and in-kind funds or services.
7. The Project Director or Financial Officer must set up procedures for documenting any salaries/benefits costs associated with the grant project.
8. 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.
9. If applicable, the GRANTEE must retain electronic documentation for any salary/benefit costs applicable to the grant during the grant period and have them available for submission upon request.
10. The Project Director must read the Grant Administrative Guidelines within one (1) month of the start of the grant period.
11. The links for Grant Administrative Guidelines can be found at https://drive.google.com/file/d/1NTZQrGRR_GZ_Kc1DX5bl0nwmxYz0kF0k/view.
12. The Project Director must retain all documentation (either in paper or PDF format) related to the grant project for three (3) years after the completion of the grant.
13. The Project Director must acknowledge IMLS and USL as part of the grant project. Additional information on acknowledgement is in the Grant Administrative Guidelines.
14. 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.
15. Funds will be advanced to the GRANTEE for the grant upon final processing by USL. All documents associated with grant purchases must be kept and submitted for review by 05/27/2022.
16. All expenditures for the grant project must be expended by 05/13/2022.
17. GRANTEE will submit copies of invoices or packing slips for review by 05/27/2022.
18. *Any advanced funds not expended by 05/13/2022, as outlined in Grant Application and final Grant Funding, will be reimbursed to USL by 05/27/2022.*
19. GRANTEE agrees to add newly purchased materials to circulating collections.
20. Survey (including final budget information) is due to USL on or before 05/27/2022. The survey will be completed in the USL grants portal at <https://utahdcc.secure.force.com/usl/>.

SPECIAL CONDITIONS:

1. GRANTEE will ensure that The Institute for Museums and Library Services 2016 Grants to States Award Guidance is followed in relevant part regarding where Utah State Library and subgrantees "... must acknowledge IMLS in all related publications and activities supported with your grant money. An example acknowledgement would read: "This program was funded in part with a grant from the Institute of Museum and Library Services which administers the Library Services and Technology Act." IMLS provides a kit with suggestions and materials to help subgrantees publicize grant activities at <http://www.imls.gov/recipients/grantee.aspx>." The IMLS website includes the IMLS logo available to download and use in published materials where appropriate.
2. GRANTEE will ensure that The Utah State Library Division, Department of Cultural and Community Engagement, is also acknowledged in all related publications and activities supported with LSTA grant funds. An example acknowledgement may read: "This program was funded in part through a grant from Utah State Library Division, Department of Cultural and Community Engagement." A combined acknowledgement statement may read: "This program was funded in part through a grant from Utah State Library Division, Department of Culture and Community Engagement, and from the Institute of Museum and Library Services which administers the Library Services and Technology Act."

SPECIAL PROVISIONS:

1. USL will advance GRANTEE their portion of the LSTA funds for this project up to the total of the Grant amount of \$6,000.00.

OTHER INFORMATION:

General Grant Administrative Guidelines can be found at https://drive.google.com/file/d/1NTZQrGRR_GZ_Kc1DX5bl0nwmxYz0kF0k/view.



STAFF REPORT

MEETING DATE: March 31, 2022
ITEM TITLE, PRESENTER: Monticello Library Report, Presented by Mikaela Ramsay, Assistant Library Director & Monticello Branch Librarian

ITEMS:

- Coworking Space Update
 - Grand Opening March 24th



members.monticellocoworking.com

- Newspaper add and fliers in stores
- Fliers to local businesses, hotels and vacation rentals
- Upcoming Goals & Projects
 - Inventory completed
 - RD & Vee Carroll - Sculpture Donation
 - Hydroponics –get it up and running
 - Children & Teen Grant purchasing
 - UPLIFT Technology Course
 - Replacement for Holly’s old shift

