



## **LIBRARY BOARD MEETING - OCT 2022 BUDGET**

Virtual Meeting | <https://meet.google.com/feo-nmed-chq?hs=224>  
October 20, 2022 at 5:30 PM

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### **AGENDA**

#### **CALL TO ORDER**

#### **ROLL CALL**

#### **APPROVAL OF MINUTES**

1. September 15, 2022 - Meeting Minutes
2. October 6, 2022 - Special Meeting Minutes

#### **PUBLIC COMMENT**

#### **BUSINESS/ACTION**

3. Library Board 2023 Schedule
4. Hotspot Grant 2022-2023
5. 2023 Proposed Budget for Approval

#### **LIBRARY DIRECTOR REPORT**

#### **REPORTS FOR BLANDING, MONTICELLO AND SATELLITES**

#### **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  
September 15, 2022 at 5:30 PM

### MINUTES

**CALL TO ORDER: 5:35 PM**

**ROLL CALL:**

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

**Absent:** Mack McDonald (County Representative)

**APPROVAL OF MINUTES**

1. Approval for July 21, 2022 Library Board Minutes discussed. Schulte moved to approve, Podmore seconded, motion passed unanimously.

**PUBLIC COMMENT**

N/A

**BUSINESS/ACTION**

2. **Letter of Interest to Fill Library Board Member Position:** The board received a letter from Marjorie “Marge” Haun-Storland, special education teacher in Navajo Mountain and La Sal. After discussion, the board unanimously moved to approve her petition and send her letter to the County Commission. Cody moved, Ford seconded, and all votes were in the affirmative.

3. **Revised Policies:**

**Behavior Conduct Policy:** Policies about soliciting, service animals, and cell phone use now include the ability of librarians to make some exceptions to the policies. After discussion, Ford motioned to approve the changes, Schulte seconded the motion, and the vote was unanimous in the affirmative.

**Bulletin Boards, Exhibits, and Displays Policy:** Policies about public advertising were rephrased to try to ensure that staff doesn’t allow their worldviews to interfere with the reasonable posting of events. Schulte moved to approve, Cody seconded, and the motion was approved unanimously.

**County Loan and Interlibrary Loan Policy:** Nicole Perkins mentioned that library-owned family histories from Monticello and Blanding are currently being scanned for electronic access by the LDS Family History Center.

More discretion was added to the policy above to allow librarians to decide if certain materials should circulate. Also, interlibrary and book club loans must now be returned to the same branch where they were requested. Ford moved to approve the changes, Dailey seconded, and the vote was unanimous.

**Public Services Policy:** A policy not allowing under-18 non-card patrons in the library was removed from the policy as unfeasible and unfair. Also, some phrasing was improved in non-resident cardholder, computer use, checkout, and renewal policies.

**Collection Development Policy:** The library mission now includes the goal to “encourage civil discourse.” The board director suggested putting the mission statement on the library homepage. Ford moved to approve the change, Schulte seconded, and the motion was passed unanimously.

**Volunteer Policy:** Friends of the Library, which has been discussed in previous Board meetings as being unfeasible, was removed from the policy. Ford moved to approve the change, Cody seconded the motion, and the changes were approved unanimously.

**Unattended/Disruptive Children Policy:** An addition to the policy states that guardians should be responsible to update their contact information in case of emergencies. Podmore moved to approve, Ford seconded, and the vote was unanimous.

**Emergency and Fire Plan:** No changes were made

4. **Inter-local Agreement Between Grand County and San Juan Library:** Concerned with tax revenues currently being restricted and the County Library budget already having been halved during the pandemic, the Board very carefully reviewed the history of the agreement with Grand County for use of the Moab Library by Spanish Valley residents. Some Board members were concerned about the high cost and were in favor of cutting the service. Everyone was concerned about fulfilling the legal and moral duty of the board by finding the best way to serve all patrons in the County. Some board members expressed concern about the inability to track usage by Spanish Valley residents of the Moab Library. Podmore moved to approve the agreement and Dailey seconded the motion, but after further discussion, the board wanted more information and decided to add an addendum asking Moab Library to provide some useful information. Podmore moved to approve an amended version of the contract that includes a clause requiring some patron usage tracking by December 2023 and to reduce the length of the contract to 3 years. Ford seconded the motion, Podmore and Ford voted yay, Dailey nay, and Schulte abstained. Another meeting will be held on October 20 after Grand County reviews the contract.
5. **ILL Grant:** This interlibrary loan grant from the State Library will pay for postage and related costs of interlibrary loans up to \$5906. Ford moved to approve the grant, Podmore seconded, and voting was unanimous in the affirmative.

**LIBRARY DIRECTOR REPORT**

- 6. Packets were sent to the board including updated recent library statistics, but the Director decided not to review them during the meeting due to its already extended length.

**REPORTS FOR BLANDING, MONTICELLO, AND SATELLITES**

- 7. Reports for individual libraries were tabled for a future meeting.

**LIBRARY BOARD CHAIR REPORT**

- 7. The chair suggested a review of Robert’s Rules of Order to continue to facilitate professional and cordial meetings. The next meeting will be held on October 20.

**ADJOURN: 8:54 p.m.**

Dailey moved to conclude, Podmore seconded, and voting was unanimous in the affirmative.

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APPROVED: \_\_\_\_\_  
San Juan County Library Board

DATE: \_\_\_\_\_



**LIBRARY BOARD MEETING ON INTER-LOCAL AGREEMENT AMENDMENTS**  
**Blanding Library / Virtual: [meet.google.com/gxi-xxkp-toa](https://meet.google.com/gxi-xxkp-toa)**  
**October 06, 2022 at 5:30 PM**

**MINUTES**

**1. CALL TO ORDER and ROLL CALL (5:33pm)**

**Present:** Ramona Chamberlain (President), Carolyn Dailey, Marjorie HausHaun-Storland, Zak Podmore, Tim Schulte, (Board Members); Nicole Perkins (Library Director/Blanding Librarian), Mikaela Ramsay (Assistant Director/Monticello Librarian), and Mack McDonald (County Representative).

**Joining Late:** Lucille Cody and Genevieve Ford (Board Members)

Ramona Chamberlain asked Carolyn Dailey to take minutes since Genevieve Ford was absent at the start of the meeting.

**2. PUBLIC COMMENT** – Mikaela Ramsey reported an incident of a negative comment of which she had emailed the details about to all Board members. The incident concerned a religious book left by a patron in the free box that someone else objected to. Carolyn Dailey commented that she thought the incident reflected on the person making the comment and not on the library and others generally agreed.

**BUSINESS/ACTION** - San Juan County Library, Presented by Nicole Perkins, County Library Director

- This special meeting was held to discuss and approve or disapprove amended agreements between Grand County and San Juan County Libraries.  
Three possible Inter-Local Agreement Amendments were included in the agenda packet and discussed:
  - Original Agreement - \$6,000 for 3 year agreement passed by the SJ County Library Board at the last meeting asking for names and address of 84532 Spanish Valley patrons
  - Proposed Grand County Amendments - \$6,000 for 3 years removing the names and address request.
  - Proposed San Juan County Amendments - \$6,000 for 1 year asking again for names and addresses.
- The Grand County Library Amendment removes providing names and addresses of those being served in the Spanish Valley area with an area code of 84532 due to privacy concerns. It was determined by Nicole Perkins in consultation with the County Attorney and confirmed by Mack McDonald that it is against Utah Code Title 63G-2 302 Private Records for libraries to give ANYONE the names and addresses of their patrons. Zak Podmore suggested that census block breakdowns could be used to provide sufficient information for location of patrons.

- Ramona Chamberlain asked if library usage data was available for the Spanish Valley patrons. Nicole Perkins said that Carrie Valdes, Director of the Grand County Library had provided the following information. Carolyn Dailey added that she had met with Carrie Valdes who said that a special patron code was assigned to Spanish Valley residents by looking up their address on a county plat when a patron card was issued so that they now were able to track data.
- There are 348 individual library cards that have been used at least once in the past three years. This represents 217 households in SJ County. Grand County only purges their system every 3 years to eliminate patrons that have not used their cards during that time.
- Regarding circulation, the totals for San Juan County residents' Grand County Public Library (GCPL) checkouts since Jan 1, 2019 to the present (September 30, 2022) were as follow: Total issues overall = 6648; Total renewals overall = 4691; and Total combined circulation overall = 11,339. Circulation is defined as any physical item that a patron takes home from the library. It does not include usage of computer time or other services such as toddler time. That is a total of 33 months of data collected which shows an average of almost 1 checkout per individual per month or 1.58+ checkouts per household per month and approximately 4176 checkouts on average per year.
- Mikaela Ramsey presented a chart she compiled on the Population to Patron Card Ratio that showed Blanding had 53%, Monticello had 56% whereas the data provided by Grand County Library showed Spanish Valley had 71% of the population being library patrons. She was unsure why there was this difference, but stated the difference may be due to rural versus city populations.
- Mack McDonald expressed that census information does not match zipcodes and he felt that if they are not charging per head, that it doesn't really matter if it is over inflated since they are only charging \$6,000.
- Carolyn Dailey explained that the \$6,000 per year cost was determined in 2011 and based on the \$60 non-resident library card cost multiplied by 100 households in Spanish Valley. This \$6,000 had been reused in succeeding agreements. The new data shows that now there are 217 households. If the cost was recalculated based on current data it would be \$12,000 to serve Spanish Valley residents. She felt it was best to keep the agreement at 5 years to lock it in at \$6,000 since it is unpredictable how favorable future Grand County Commissions might be. Mack McDonald agreed.
- Nicole Perkins explained that she was seeking a 1 year agreement to collect as much data as they could and because she was unsure that funds would be available in the future. She reported that at the beginning of the year the Clerk's office had given her the figure of \$435,000 in tax revenue for the 2023 budget and that 2 days ago they gave her the figure of \$415,557 - nearly \$20,000 less. She was unsure how she was going to reduce the budget since it already was at a bare minimum. She did not want to commit to Grand County for more than one year because funds would be needed in the future for other expenses such as parking lot improvement.
- The La Sal Library branch was discussed as a possible alternative for serving Spanish Valley residents. Nicole Perkins said it cost about \$9-10,000/ year to run it. Carolyn Dailey said that Moab residents don't ever go to La Sal, whereas La Sal residents regularly come to Moab. Marjorie HausHaun-Storland said that a segment of the population in La Sal doesn't have cars and that it serves a wide area to the Colorado border.
- Genevieve Ford said she was favoring either a 1 year contract with Grand County or cancelling it altogether. Tim Schulte said he felt the same way.

- Mack McDonald recommended that it was not politically a good idea to cancel the Grand County agreement because the San Juan County Commissioners denied a proposal to terminate the \$40,000/year agreement with Grand County for fire protection in Spanish Valley.
- Mack McDoanld also reported that San Juan County will be receiving \$4 million in federal funds over the next 2 years as an adjustment to PILT (Payment in Lieu of Taxes) for the county's federal land. He said money would be available from this to the library system for capital improvements. This greatly relieved Nicole Perkin's financial concerns for the near future.
- He instructed Nicole Perkins to keep the operational budget the same for 2023 and that later she would be given an interview to explain additional needs and request an increase.
- Mack McDonald also suggested that a standard "escape" clause that he used in county contracts could be added to the agreement with Grand County. This clause nullifies the agreement if the county does not have the funds available to pay the expenditure.
- Zak Podmore made a motion to accept the Grand County contract at \$6,000 for 3 years with 1) the deletion of the names and addresses and add instead a good faith effort to break out card holders by census block and 2) add the "escape" clause used by Mack in other contracts. This motion was seconded by Lucille Cody and passed 4 to 2 with Tim Schulte and Majorie HausHaun-Storland voting against it.

#### **LIBRARY DIRECTOR REPORT – Nicole Perkins**

- Nicole Perkins said she had already given most of the information for her report during the previous discussion.
- She did report that she had contracted the Tribal Library but found that while they had money for libraries in Arizona and New Mexico, they did not for Utah because the Utah State Library did not do matching funds. It was suggested that Nicole go to the Chapter House for Montezuma Creek to ask if they would allocate money for the library there.
- She reminded the Board that the next meeting on Oct 20<sup>th</sup> would be to approve the 2023 Budget and asked Board members to send her any suggestions or questions on the budget which she will send to them by email.

#### **LIBRARY CHAIR REPORT – Ramona Chamberlain**

- Ramona Chamberlain thanked the Board members for their time and genuine interest in library issues.
- She reminded members to pick up their new Library Manuals and read them.

**ADJOURN** – Lucille Cody motioned to adjourn and Genevieve Genevieve Ford seconded it and the vote was unanimous. The meeting ~~adjourned~~ **adjourned** at 7:40pm.

\*\*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\*\*

APPROVED: \_\_\_\_\_  
San Juan County Library Board

DATE: \_\_\_\_\_



Library Board Meeting Proposed Dates for 2023

3rd Thursday of Every Other Month until September and the October Budget Meeting

January 19, 2023 (Nicole has conflict)  
March 16, 2023 (This is during the School District Spring Break)  
May 18, 2023  
July 20, 2023  
September 21, 2023  
October 20, 2023 Budget Hearing

4th Thursday for first 2 meetings and then 3<sup>rd</sup> Thursday for the rest of the Board Meetings

January 26, 2023  
March 23, 2023  
May 18, 2023  
July 20, 2023  
September 21, 2023  
October 20, 2023

4<sup>th</sup> Thursday of Every Other Month until September and the October Budget Meeting

January 26, 2023  
March 23, 2023  
May 25, 2023  
July 27, 2023  
September 28, 2023  
October 27, 2023



# STATE OF UTAH 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  
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:** To fund LSTA Hot to Trot[spot] Grant Projects, 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# 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 LSTA Hot to Trot[spot] Grant Project.
- 4. **CONTRACT PERIOD:** Effective Date: 10/01/2022 Termination Date: 09/30/2023, 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 10/25/2022.
- 5. **CONTRACT COSTS:** GRANTEE will be paid a maximum of \$ 6042.96 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  
 Attachment C – Federal Assurances

Other Attachments: The following attachments are required for this Contract to comply with the aforementioned LSTA guidelines, which ARPA funds must follow, 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
- Interim Reports
- Final Report

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


**Contract between USL and San Juan County Library System Contract #**

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

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

GRANTEE  
  
\_\_\_\_\_  
Director, Manager or Authorized Signatory

STATE  
\_\_\_\_\_  
Director, State Library Division

  
\_\_\_\_\_  
Financial Officer

N/A Grant  
\_\_\_\_\_  
Director, Division of Purchasing

10/18/2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Division of Finance

Agency Contact for questions during the contract process.

Rachel Cook  
Agency Contact

801-715-6722  
Phone Number

801-715-6767  
Fax Number

rcook@utah.gov  
Email

Contract between USL and San Juan County Library System Contract #**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

**Contract between USL and San Juan County Library System 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.

**Contract between USL and San Juan County Library System 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.

**Contract between USL and San Juan County Library System Contract #**

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:

1. **This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by 10/25/2022.** Any exceptions must be arranged in writing via email to Faye Fischer, Contracts/Grants Analyst for USL at [ffischer@utah.gov](mailto:ffischer@utah.gov).
2. The effective dates of Contract shall be from 10/01/2022 through 09/30/2023, 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 \$6042.96.
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, <a href="mailto:rcook@utah.gov">rcook@utah.gov</a> , 801-715-6722
GRANTEE Contact:	Nicole Perkins, <a href="mailto:nperkins@sanjuancounty.org">nperkins@sanjuancounty.org</a> , (435) 678-2335
6. The Catalog of Federal Domestic Assistance lists the ARPA grant program number as CFDA #45.310.

**SCOPE OF WORK**

1. Library Services and Technology Act (LSTA) funds will be used to finance 66% of hotspot service and filtering, to continue the Hot to Trot[spot] project that was completed Fall of 2020. 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. *Any funds not expended by 09/30/2023, as outlined in Grant Application and final Grant Funding, will be reimbursed to USL by 10/15/2023.*
9. Final Report (including final budget information) is due to USL on or before 10/15/2023.
10. Funds may be requested for reimbursement by emailing Rachel Cook ([rcook@utah.gov](mailto:rcook@utah.gov)) a copy of the hotspot service invoice, along with proof of payment for missing devices.



**Contract between USL and San Juan County Library System Contract #****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 administer 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 Cultural and Community Engagement, and from the Institute of Museum and Library Services which administers a portion of the Library Services and Technology Act."
3. GRANTEE is required to complete a final report and reimbursement requests. Failure to submit reports and appropriate reimbursement information will jeopardize future grant awards.

**SPECIAL PROVISIONS:**

1. USL will reimburse GRANTEE their portion of the LSTA funds for this project up to the total of the Grant amount of \$6042.96 upon receipt of invoices submitted in the grant portal: <https://cce.my.salesforce-sites.com/usl/>.

**OTHER INFORMATION:**

Grant Administrative Guidelines can be found at [https://drive.google.com/file/d/11izQsXB3Dv\\_LrjLhuNe26E0YMbh4Kwu\\_/view](https://drive.google.com/file/d/11izQsXB3Dv_LrjLhuNe26E0YMbh4Kwu_/view).

**Contract between USL and San Juan County Library System Contract #****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:

**Contract between USL and San Juan County Library System Contract #**

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 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.

**Contract between USL and San Juan County Library System Contract #**

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - 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 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**

**Contract between USL and San Juan County Library System Contract #**

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

**San Juan County**  
**Budgeting Worksheet**  
**72 Library Fund - 1/1/2023 to 12/31/2023**

Item 5.

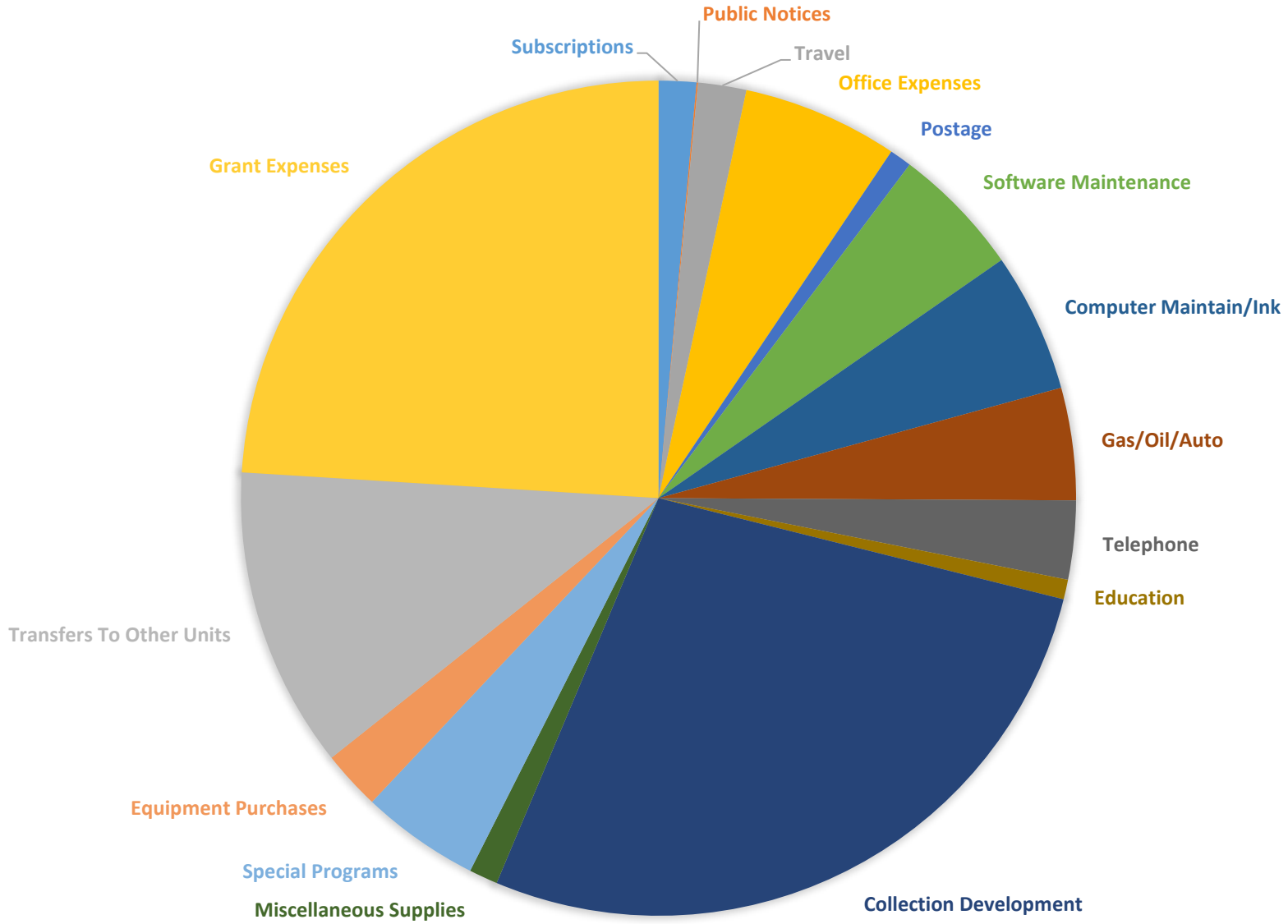
Change in Net Position

Expenditures:

	2018	2019	2020	2021	2022	2022	2023	2023
	Actual	Actual	Actual	Actual	Budget	Est Yr End	Budget	Budget
						Budget		Requests
Parks, Recreation and Public Library								
Library Board								
4580230 Travel Expense	297	505	131	-	300	-	-	
4580330 Employee Education	-	-	-	-	300	-	-	
4580620 Misc Services	1,000	1,300	796	1,300	1,500	2,250	2,450	
<b>Total Library Board</b>	<b>1,297</b>	<b>1,805</b>	<b>927</b>	<b>1,300</b>	<b>2,100</b>	<b>2,250</b>	<b>2,450</b>	<b>-</b>
San Juan County Library System								
4581110 Salaries And Wages	197,679	195,269	183,629	176,303	214,521	201,260	214,521	
4581131 FICA Expense	14,935	14,693	13,741	13,242	16,411	15,101	16,411	
4581132 Retirement Benefits	13,406	14,175	13,213	12,670	17,650	17,073	17,650	
4581134 Health Insurance	67,200	49,500	54,000	36,000	54,000	54,000	54,000	
4581136 Unemployment Benefits	-	-	883	-	-	-	-	
4581210 Subscriptions	1,365	1,253	867	876	1,136	982	1,146	
4581220 Public Notices	775	564	129	405	794	75	44	
4581230 Travel	2,313	811	514	711	1,125	572	1,470	
4581240 Office Expenses	7,955	6,070	4,948	7,925	5,050	4,537	4,750	
4581241 Postage	3,014	2,578	1,785	163	850	333	675	
4581242 Software Maintenance	149	5,519	3,451	-	4,356	4,787	3,990	
4581250 Computer Maintain/Ink	3,148	3,898	3,779	4,277	3,900	3,200	4,250	
4581251 Gas/Oil/Auto	3,183	2,566	959	1,848	3,280	2,000	3,420	
4581280 Telephone	9,659	9,901	17,959	-	3,752	900	2,400	
4581330 Education	564	386	177	201	650	500	600	
4581480 Collection Development	60,525	56,246	26,249	14,956	21,600	20,000	21,600	
4581610 Miscellaneous Supplies	1,609	1,012	524	336	6,075	5,030	875	
4581620 Special Programs	9,645	9,479	5,554	1,759	2,300	23,000	3,610	
4581740 Equipment Purchases	7,095	8,466	22,245	313	1,700	300	1,800	
4581915 Transfers To Other Units	23,040	23,195	7,980	9,345	22,180	3,675	9,180	
4581920 Grant Expenses				99,571	25,449	41,000	18,904	
<b>Total San Juan County Library System</b>	<b>427,259</b>	<b>405,581</b>	<b>362,586</b>	<b>380,901</b>	<b>406,779</b>	<b>357,325</b>	<b>381,296</b>	<b>-</b>
<b>Total Library</b>	<b>428,556</b>	<b>407,386</b>	<b>363,513</b>	<b>382,201</b>	<b>408,879</b>	<b>359,575</b>	<b>383,746</b>	<b>-</b>
<b>Total Parks, Recreation and Public Library</b>	<b>428,556</b>	<b>407,386</b>	<b>363,513</b>	<b>382,201</b>	<b>408,879</b>	<b>359,575</b>	<b>383,746</b>	<b>-</b>
<b>Total Expenditures:</b>	<b>428,556</b>	<b>407,386</b>	<b>363,513</b>	<b>382,201</b>	<b>408,879</b>	<b>359,575</b>	<b>383,746</b>	<b>-</b>
<b>Total Change in Net Position</b>	<b>428,556</b>	<b>407,386</b>	<b>363,513</b>	<b>382,201</b>	<b>408,879</b>	<b>359,575</b>	<b>383,746</b>	<b>-</b>



### BUDGET ITEMS



**San Juan County  
Location Cost Report**

Item 5.

Change in Net Position

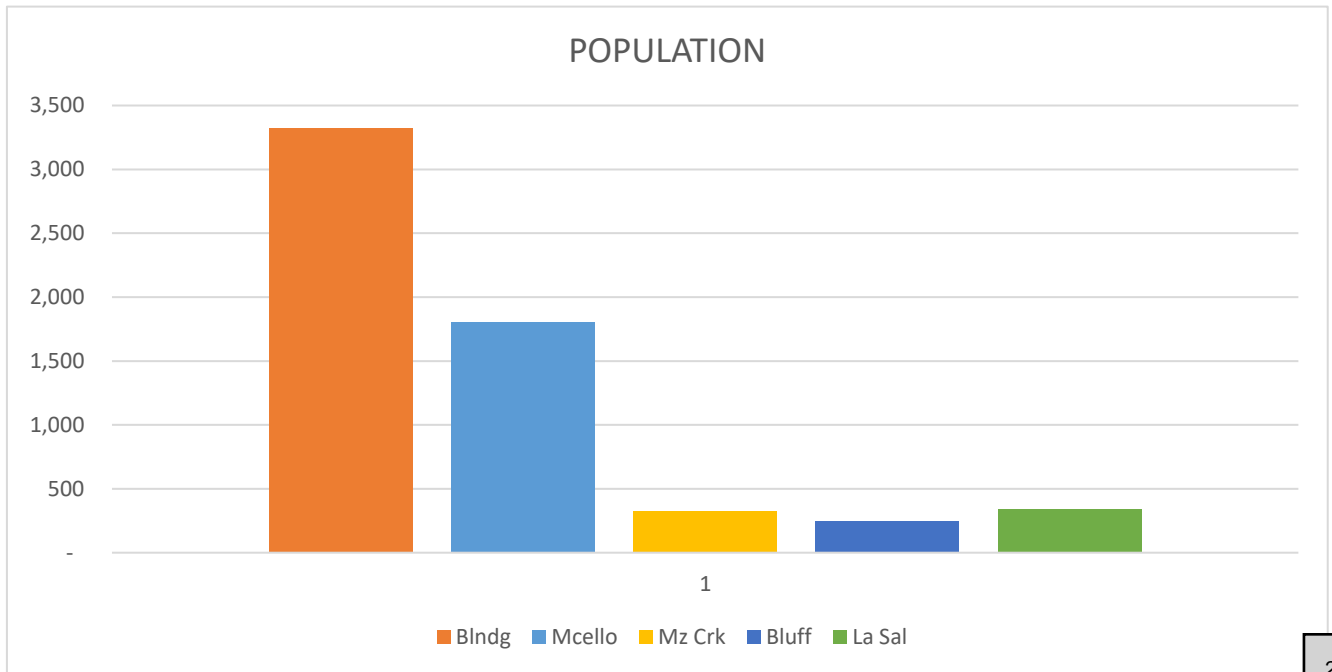
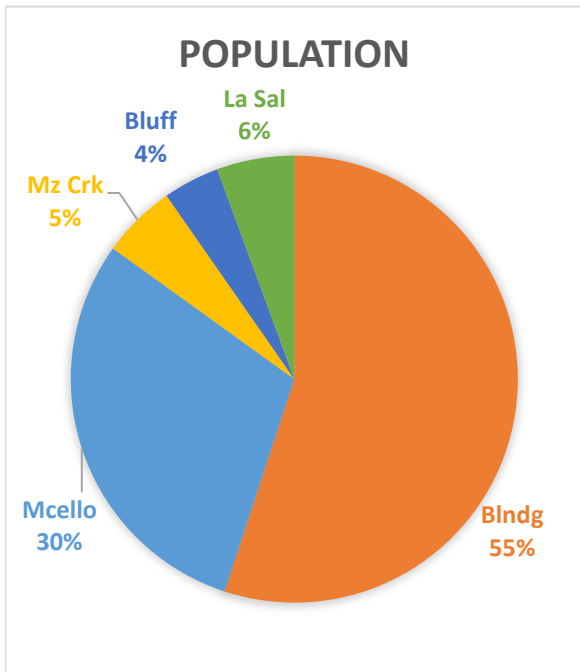
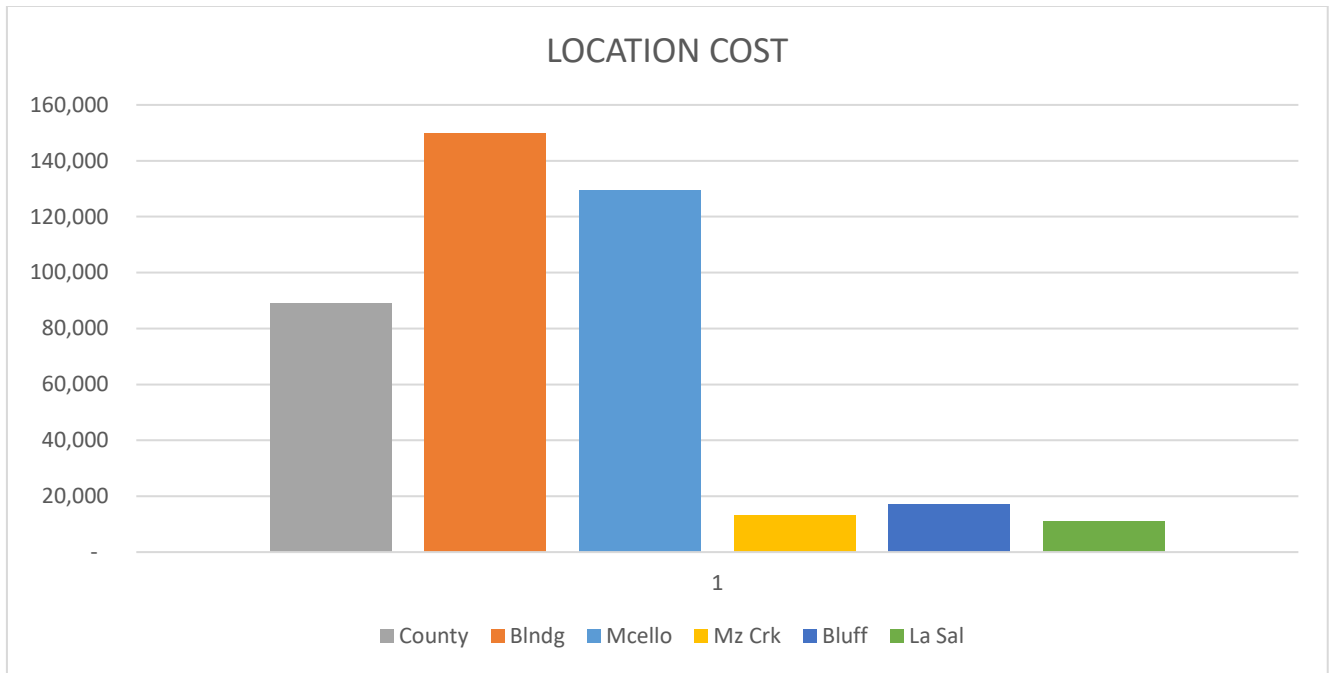
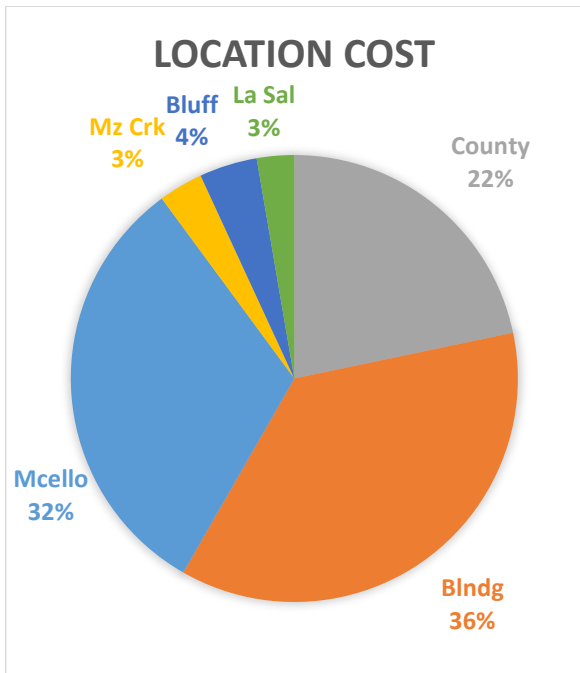
Expenditures:

	2022		County System	Blndg	Mcello	Mz Crk	Bluff	La Sal	Total
	2022 Budget	Est Yr End Budget							
Parks, Recreation and Public Library									
Library Board									
Total Library Board	<b>2,100</b>	<b>2,250</b>	<b>2,250</b>	-					
Building Maintenance				<b>29,533</b>	<b>30,798</b>	-	<b>8,664</b>	-	
<i>Percentage of Total Location Budget</i>				<i>20%</i>	<i>24%</i>		<i>51%</i>		

San Juan County Library System

4581110 Salaries And Wages	214,521	201,260	43,356	76,782	64,717	6,394	4,262	5,749	201,260
4581131 FICA Expense	16,411	15,101	3,162	5,804	4,880	489	326	440	15,101
4581132 Retirement Benefits	17,650	17,073	7,579	5,405	4,089				17,073
4581134 Health Insurance	54,000	54,000	23,760	17,280	12,960				54,000
4581136 Unemployment Benefits	-	-							-
4581210 Subscriptions	1,136	982		520	456	120	30	30	1,156
4581220 Public Notices	794	75	75						75
4581230 Travel	1,125	572	350		200	75	75	50	750
4581240 Office Expenses	5,050	4,537		2,000	1,600	450	250	450	4,750
4581241 Postage	850	333	50	200	175	100	100	50	675
4581242 Software Maintenance	4,356	4,787	1,290	900	900	300	300	300	3,990
4581250 Computer Maintain/Ink	3,900	3,200		1,900	1,300	350	350	250	4,150
4581251 Gas/Oil/Auto	3,280	2,000	1,000			1,000	620	800	3,420
4581280 Telephone	3,752	900							-
4581330 Education	650	500	400	100	75	25	25	25	650
4581480 Collection Development	21,600	20,000	3,900	7,500	6,000	1,500	1,500	1,500	21,900
4581610 Miscellaneous Supplies	6,075	5,030	400	250	150	25	25	25	875
4581620 Special Programs	2,300	23,000	1,350	1,030	880	150	25	85	3,520
4581740 Equipment Purchases	1,700	300		500	300	200	600	100	1,700
4581915 Transfers To Other Units	22,180	3,675				1,980		1,200	3,180
4581920 Grant Expenses	25,449	41,000							-
<b>Total San Juan County Library System</b>	<b>406,779</b>	<b>398,325</b>	<b>86,672</b>	<b>120,171</b>	<b>98,682</b>	<b>13,158</b>	<b>8,488</b>	<b>11,054</b>	<b>338,225</b>
Total Library	408,879	400,575	88,922	149,704	129,480	13,158	17,152	11,054	338,225
Population			6,029	3,319	1,802	324	246	338	6,029

San Juan County  
Location Cost Report

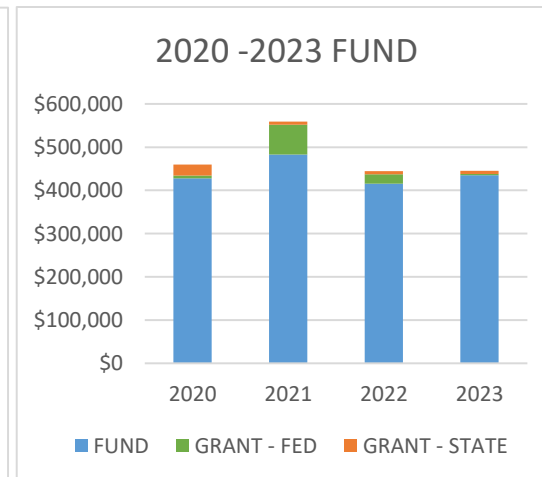
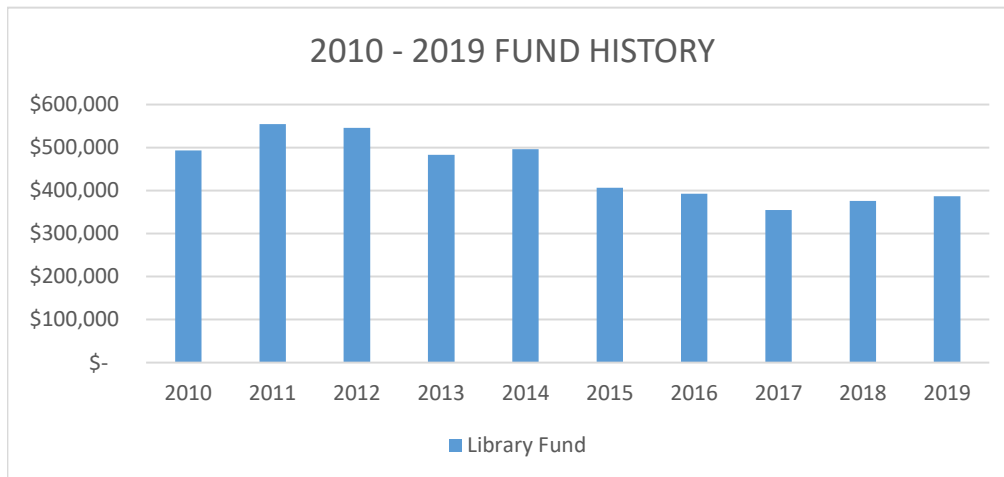


**San Juan County  
Revenue Worksheet**

Item 5.

Revenue:

Parks, Recreation and Public Library Revenue	2020 Actual	2021 Actual	2022 Est	2022 Actual	2023 Budget
3110000 Property Taxes	427,685	483,068	415,557		435,000
3310000 Federal Grant (Borrower's Support)	6,500	68,776	21,500		3,100
3340000 State Grant (CLEF)	25,527	7,400	7,520		7,000
3350000 Misc		36,700			
3413000 Library Fees	822	122	55		50
3415000 Sales	2,766	2,547	2,472		2,450
3495000 Copier	4,244	4,900	4,694		4,700
3610000 Interest	4,122	1,468	3,200		2,500
3620000 Rents and Concessions	222	956	1,408		1,000
3690000 Sundry Revenues	-	708			
3830000 Contributions Private	1,099	6,370	1,650		1,200
3890000 Beginning Fund Balance	-	-	16,812		8,804
<i>Coworking</i>					3,293
<i>Hot to Trop (Spot) Continued</i>					5,261
<i>Carry over from Borrower's</i>					250
<i>Reimbursements for December 2022 Expenses</i>					
<b>Total Revenue</b>	<b>472,987</b>	<b>613,015</b>	<b>474,868</b>	<b>-</b>	<b>465,804</b>



# Property Tax History

Years	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Taxable Value	\$ 826,176,545	\$ 935,082,570	\$ 1,041,759,290	\$ 921,455,629	\$ 946,422,445	\$ 775,169,264	\$ 749,721,355	\$ 726,450,127	\$ 741,013,933	\$ 774,308,232
General Fund	\$ 2,393,452	\$ 2,694,910	\$ 2,703,379	\$ 2,391,174	\$ 2,455,967	\$ 2,011,564	\$ 1,945,527	\$ 1,755,105	\$ 1,859,946	\$ 1,915,639
Library Fund	\$ 493,231	\$ 554,504	\$ 545,885	\$ 482,842	\$ 495,926	\$ 406,189	\$ 392,854	\$ 354,508	\$ 375,694	\$ 387,154
Public Health Fund	\$ 166,889	\$ 187,952	\$ 185,434	\$ 164,019	\$ 168,463	\$ 137,980	\$ 133,451	\$ 120,591	\$ 127,454	\$ 131,632

