



**LIBRARY BOARD MEETING - THURSDAY, JANUARY 20 AT 5:30 –  
7:30PM**

**Virtual Meeting - <https://meet.google.com/ijt-opeo-vyo?authuser=0&hs=122&ijlm=1642569344040>  
January 20, 2022 at 5:30 PM**

---

**AGENDA**

**CALL TO ORDER**

**ROLL CALL**

**APPROVAL OF MINUTES**

1. Oct 20, 2021 - Budget Meeting Minutes (now attached)

**PUBLIC COMMENT**

**BUSINESS/ACTION**

2. Action Items
3. Discuss Funding Ideas

**LIBRARY DIRECTOR REPORT**

4. Director's 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**  
**October 20, 2021 at 5:30 p.m.**

## MINUTES

**CALL TO ORDER: 5:30 p.m.**

### ROLL CALL

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

Absent: N/A

### APPROVAL OF MINUTES

Approval for September 8, 2021 Library Board Minutes was moved by Dailey and seconded by Schulte, then approved unanimously.

### PUBLIC COMMENT

No public present

### BUSINESS/ACTION

2. **La Sal Lease Agreement** which had been previously discussed was approved. Ford motioned to approve and Schulte seconded the motion before voting was unanimous.
3. **Review of 2022 Budget:** The Library Director presented the budget options that were prepared to take to the county commissioners. None of this year's line item spending has gone over budget and many items are far under proposed spending. For example, in the "transfers to other units" some funds have not yet been spent because negotiations with Monument Valley High School are ongoing to renew the contract to have a branch at their facility.

Approximately \$9,000 has been spent recently in collection development funds in order to meet grant and state library requirements. It's estimated that we will receive \$79,400 in grant money by the end of the year.

Because tax revenues have drastically decreased in the county, rebuilding the General Library Fund is estimated to take many years to rebuild at this point, even with the valiant efforts the Director has made to bring in grant revenue and save costs.

McDonald reviewed what the county and state legislatures are doing to look for tax money. Two years ago, the commission approved a tax increase for the library, but they put that on hold due to COVID. However, COVID CARES grants have really helped the library get up-to-date with communications technology.

The State Library office for Utah insists that libraries go back to pre-pandemic hours as part of the accreditation requirements. In order to cover these hours, more driving has been needed which increase the gasoline line item on the budget, but the library has been able to stop short so far of hiring a new librarian yet. However, Perkins needs to request another full-time position as the Blanding library manager to help prevent burnout. Schulte requested more information about staff responsibilities, so Ramsay and Perkins explained the projects and duties of library staff. Perkins spoke about how the new position should help support staff at the branches and develop programming. Chamberlain inquired into the possibility of separating the Head Librarian from the Blanding Library position permanently.

Schulte moved that the budget request should be made, Cody seconded, and voting was unanimous.

Lucille Cody and Mack McDonald are also tasked with looking into possible partnerships with the Dine' Office of Education, the Navajo Trust Fund, and local chapters to get help running some of the southern-most branches with more effectiveness and with the current budget limitations. Cody also suggested putting a link to the county library website on the local chapter websites.

#### **4. Library Grants for 2021 and Overview:**

Perkins shared a table reviewing the grants received in 2021 with the board, some of which carry into 2022, but most of which have been reimbursed and closed.

#### **5. Update from Chief Administrative Officer, Mack McDonald about policies concerning volunteers in San Juan County.**

Volunteers need to be fully aware that county policies and procedures apply to them. To avoid liability issues, there should be a form they fill out stating they will comply with policies. Volunteers should also be approved by county leaders. They can use county vehicles if they have been approved and take driving courses.

### **LIBRARY DIRECTOR REPORT**

6. The Monticello and Blanding branches are signing up for a hydroponic system grant.

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

7. Monticello Report

Furniture is arriving soon for the Business Development Center. A social worker wants to hold Suicide Prevention classes there and will be the first regular patron.

**LIBRARY CHAIR REPORT**

- 8. The Board Chair reviewed the meetings rules and created a draft of the meeting calendar for 2022. The next meeting should be January 12, 2022. Agenda items for that meeting should include more grant ratifications, reports from Lucille Cody and Mack McDonald. Also, school district and Grand County agreements.

**ADJOURN: 7:53 p.m.** Ford moved to adjourn, Schulte seconded, the motion passed unanimously.

\*\*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: \_\_\_\_\_



# STATE OF UTAH

CONTRACT #  
221268

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah: **Department of Heritage and Arts, Agency Code: 710, State Library Division**, referred to as **USL** and/or **STATE**, and **San Juan County Library System**, referred to as **GRANTEE**

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

LEGAL STATUS OF GRANTEE  
 Sole Proprietor  
 Non-Profit Corporation  
 For-Profit Corporation  
 Partnership  
 Government Agency

Contact Person: Nicole Perkins  
 Phone Number: (435) 678-2335  
 Email: [nperkins@sanjuancounty.org](mailto:nperkins@sanjuancounty.org)  
 Vendor ID # 06866HK

Commodity Code # 99999

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide Community Library Enhancement Funds (CLEF) for the development of local public library services.

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: Certified Public Library status.

4. CONTRACT PERIOD: Effective Date: 07/01/2021 Termination Date: 06/30/2022, 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 01/10/2022.**

5. CONTRACT COSTS: GRANTEE will be paid a maximum of \$ 7320 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 documents and are included in the total documentation for Contract, though received at different times during the effective dates of Contract.

- CLEF Final Report

**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:
  - 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.

8. 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. Further, that Contractor is registered with the Utah Department of Commerce and is in good standing.

The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

Item 2.

**Contract between USL and Utah Dept of Cultural and Community Engagement  
CONTRACT # 221268**

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

GRA

 Mack McQuade

Manager, Mayor, or County Council/Commission Rep

 Ramona Chamberlain

Library Board Chair

 Nicole Perkins

Library Director

 Lyman W. Duncan

Clerk/Auditor

STATE

 Chaundra Johnson

Director, State Library Division

N/A - Grant

Director, Division of Purchasing

 PROCESSED BY FINANCE

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](mailto:rcook@utah.gov)  
Email

**Contract between USL and Utah Dept of Cultural and Community Engagement  
CONTRACT # 221268**

**ATTACHMENT A**

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GRANTS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a. **“Contract”** means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.
  - b. **“Contract Signature Page(s)”** means the cover page(s) that the State and Grantee sign.
  - c. **“Grantee”** means the individual or entity which is the recipient of grant money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
  - d. **“Non-Public Information”** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional of information that must be kept non-public under federal and state laws.
  - e. **“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)

**Contract between USL and Utah Dept of Cultural and Community Engagement  
CONTRACT # 221268**

**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 signatures by 01/10/2021.** Any exceptions must be arranged in writing via email to [ffischer@utah.gov](mailto:ffischer@utah.gov).
2. The effective dates of Contract shall be from 07/01/2021 through 06/30/2022, 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 \$7320.
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](mailto:rcook@utah.gov), 801-715-6722

GRANTEE Contact: Nicole Perkins, [nperkins@sanjuancounty.org](mailto:nperkins@sanjuancounty.org), (435) 678-2335

**SCOPE OF WORK:**

1. In fulfilling its responsibilities hereunder GRANTEE shall:
  - (a) Comply with the standards for elements of public library service as specified in *Standards for Utah Public Libraries* in effect as of January 1, 2020.
    - i. **LOCAL GOVERNMENT SUPPORT:** In order to continue to receive CLEF funds in the future, at least 65% of the library's total operating revenues must come from jurisdictional tax revenues in order for the jurisdiction to be eligible for CLEF. (*Standards for Utah's Public Libraries*, Standard #9)
  - (b) Expend CLEF funds only for the following purposes:
    - 1- **Collection Development** (for example: children's materials, digital media materials, online resources, materials in another language, special new collections, enhanced current collections).
    - 2- **Technology For Public Use** (for example: public access computing, library catalogs, online resources, technology training, Wi-Fi, other technology that can be used by patrons).
    - 3- **Programming** (for example: community outreach programs, any programs sponsored by the library, on or off site).
    - 4- **Retrofitting the Library Building for ADA Compliance** (If you plan to use CLEF monies in this category, you MUST contact the grants coordinator before beginning your project.)

**CLEF funds shall not be used as match for Federal LSTA grants and shall not replace local funding.**

**Contract between USL and Utah Dept of Cultural and Community Engagement**  
**CONTRACT # 221268**

- (c) Please indicate on the following lines what you plan to purchase with CLEF Grant funds for your library:

IT Equipment

Collection Development Items such as books, books on CD, Overdrive, etc

- (d) Expend the total CLEF funds shown below in accordance with the provisions of this Contract by June 30, 2022, and complete and submit the COMMUNITY LIBRARY ENHANCEMENT FUND Report to USL by September 15, 2022. This report should be submitted online and is found at <https://ut.countingopinions.com/login.php>.

The CLEF Fund Report for the previous State fiscal year must be submitted to the State Library before funds will be provided under the current Contract. GRANTEE also agrees to make library financial records available for audit or inspection, if requested. For additional information regarding CLEF, please refer to [library.utah.gov/clef](http://library.utah.gov/clef).

2. AGREEMENT AMOUNTS and SCHEDULE OF PAYMENT:

The USL shall pay GRANTEE amount as indicated previously in Attachment B, paragraph 3.

The aforementioned amount is payable once the Contract is received by USL with all signatures and is processed accordingly. One completed copy of the Contract will be returned to the GRANTEE along with their fund check. Please note that this process may take several weeks to complete.



# 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

DUNS # (required) 070018296  
Contact Person: Nicole Perkins  
PhoneNumber: (435) 678-2335  
Email: [nperkins@sanjuancounty.org](mailto:nperkins@sanjuancounty.org)  
VendorID#06866HK Commodity Code # 99999

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

2. GENERAL PURPOSE OF CONTRACT: To fund ARPA 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 ARPA Hot to Trot[spot] Grant Project.
4. CONTRACT PERIOD: Effective Date: **8/15/2021** Termination Date: **09/30/2022**, 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 **11/26/2021**.
5. CONTRACT COSTS: GRANTEE will be paid a **maximum** of \$ 9,255.99 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.**

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

STATE

Nicole Perkins

Chaundra Johnson

Nicole Perkins (Nov 19, 2021 14:44 MST)

Chaundra Johnson (Dec 17, 2021 08:40 MST)

Director, Manager or Authorized Signatory

Director, State Library Division

Mack McEneaney

N/A Grant

Financial Officer

Director, Division of Purchasing

11/19/2021

**RECEIVED AND PROCESSED  
BY DIVISION OF FINANCE**

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

**ATTACHMENT A**  
STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GRANTS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a. **“Contract”** means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.
  - b. **“Contract Signature Page(s)”** means the cover page(s) that the State and Grantee sign.
  - c. **“Grantee”** means the individual or entity which is the recipient of grant money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
  - d. **“Non-Public Information”** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional of information that must be kept non-public under federal and state laws.
  - e. **“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.



**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)

**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 11/26/2021.** 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 **8/15/2021** through **09/30/2022**, 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 **\$9,255.99**.
4. This Agreement may be terminated with or without cause by either party with 60 days prior written notice. Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures. Advanced funds that are not used upon termination must be returned to USL within 30 days of termination date.
5. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:  
  
USL Contact: Rachel Cook, [rcook@utah.gov](mailto:rcook@utah.gov), 801-715-6722  
  
GRANTEE Contact: **Nicole Perkins** Email: [nperkins@sanjuancounty.org](mailto:nperkins@sanjuancounty.org) Phone: (435) 678-2335
6. The Catalog of Federal Domestic Assistance lists the ARPA grant program number as CFDA #45.310.

**SCOPE OF WORK**

1. American Rescue Plan Act (ARPA) funds will be used to finance hotspot service, filtering, and replacement devices (if applicable) 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 (ARPA) funds. ARPA funds may not be placed in an interest-bearing account.
3. The Project Director must set up an accounting system to track expenditures of ARPA, 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 09/30/2022, as outlined in Grant Application and final Grant Funding, will be reimbursed to USL by 10/15/2022.*
9. Final Report (including final budget information) is due to USL on or before **10/15/2022**.
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 a portion of the American Rescue Plan 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 ARPA 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 American Rescue Plan 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 ARPA funds for this project up to the total of the Grant amount of **\$9156**, upon receipt of invoices emailed to Rachel Cook.

**OTHER INFORMATION:**

Grant Administrative Guidelines can be found at [https://drive.google.com/file/d/1NTZQrGRR\\_GZ\\_Kc1DX5bl0nwmxYz0kF0k/view](https://drive.google.com/file/d/1NTZQrGRR_GZ_Kc1DX5bl0nwmxYz0kF0k/view).

**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.

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 Prepared By Utah State Library Grants Coordinator, August 2020 | Page 21
  - 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*).

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

You and your subrecipients must acknowledge IMLS in all related publications and activities supported with your award money. An example acknowledgement would read: "This program was funded in part with a Federal award from the Institute of Museum and Library Services." A kit with suggestions and materials to help you and your subrecipients publicize grant activities is available at <https://www.ims.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>



## MEMORANDUM OF UNDERSTANDING

between

Green Our Planet

And

San Juan Co. Library, Blanding Branch

### I. PURPOSE & SCOPE

Green Our Planet (“GoP”) and San Juan Co. Library, Blanding Branch (“Library”) come together in this Memorandum of Understanding (“MOU”) to memorialize the terms of their agreement to work together to build and run a STEM hydroponics garden program (“Hydroponics Program”). Green Our Planet’s STEM Hydroponics Program (the online version of which is called “HydroConnect”) consists of a commercial hydroponic system for 5th grade and one grade-specific hydroponic unit for grades 1-4 as well as programming for grades K-5 delivered online. Library will use the hydroponics systems as teaching tools to accompany the STEM hydroponic curriculum lessons provided. Training materials and support for teachers will be provided by Green Our Planet online as the Library learns to operate the hydroponic systems and uses the curriculum. The teachers at Library (“Teachers”), with on-line support from representatives designated by Green Our Planet, will maintain the Library hydroponics systems.

### II. PERFORMANCE OF SERVICES

Green Our Planet and Library agree to deliver materials and perform the services described in **Schedule A**, attached hereto (“Services”).

### III. BUDGET

Utah State Library Division shall pay GoP \$8,500 upon execution of Agreement. The full cost of Green Our Planet’s Hydroponics Program is \$8,500 per year.

#### IV. CONFIDENTIALITY

Library acknowledges and agrees that it will receive or have access to confidential materials and content (“Confidential Information,” as further defined below) that Green Our Planet has developed over the last two years in order to effectively run its hydroponic program. Examples are STEM Hydroponic Curriculum, the STEM Hydroponic Manual, DIY system instruction manuals, etc. The disclosure or unauthorized use of such Confidential Information may damage Green Our Planet. Thus, unless required by law, Library agrees to maintain and protect the Confidential Information in the strictest confidence, and shall refrain from disclosing the Confidential Information to any third party without Green Our Planet’s prior written consent and/or using the Confidential Information other than in connection with the performance of Services. Finally, all Confidential Information, along with any and all materials and content generated in the performance of Services, shall be the sole and exclusive property of Green Our Planet. For purposes of this MOU, the term “**Confidential Information**” shall mean all information disclosed, either before or after the commencement of the Term, by Green Our Planet to Library, relating to the Garden Program. The obligations set forth in this Section shall survive the expiration or termination for any reason of this MOU.

#### V. DURATION

- (1) **Term:** This MOU shall remain in full force and effect for one year (12) months, beginning on 10/19/2021 (“Initial Term”).
- (2) **Termination:** Either Party may terminate this MOU at any time, without cause and/or for any reason, including but not limited to: dissatisfaction with the partnership; nonperformance by either Party; or engaging in a prohibited transaction that may jeopardize Green Our Planet’s 501(c)(3) status. Such a termination will be effective immediately upon providing the other Party with written notice of termination. Green Our Planet will not refund any payment made pursuant to Section III prior to termination.

#### VI. GENERAL

- (1) **Use of Intellectual Property:** Neither Party shall use the name, trademarks, or any other intellectual property of the other Party for any reason without the Party’s prior written consent. Notwithstanding the foregoing, Library authorizes Green Our Planet to name Library as a “Partner Library” in Promotional Media. Additionally, the Parties authorize each other to issue Promotional Media featuring the name of the other Party for purposes of fulfilling the goals and responsibilities of this MOU.
- (2) **Compliance With Laws:** In the performance of the Services, Parties shall comply with all applicable federal, state and local laws, codes, regulations, rules and orders, including

without limitation, ensuring that any permanent structures are constructed in accordance with any applicable Library District regulations, building codes, and state, county, and/or city laws and regulations.

- (3) No Authority to Bind: The Parties are independent organizations, and neither Party has any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of the other. Nothing in this MOU shall be construed as creating a partnership or a relationship of principal and agent between the Parties.
- (4) Non-Assignment: Neither Party may assign, delegate, or otherwise transfer any of its rights or obligations under this MOU without the prior written consent of the other Party.
- (5) No Third-Party Beneficiaries: This MOU is for the sole benefit of the Parties and their respective assigns, and nothing contained in this MOU, express or implied, is intended to give any other party or entity any legal or equitable right, benefit, or remedy of any nature.
- (6) Amendments: This MOU, including all schedules and exhibits attached hereto, represents the full and complete agreement between the Parties, and supersedes any previous oral or written agreement or representation, whether express or implied. Any modification to this MOU must be made in writing and signed by both Parties.
- (7) Costs: Except as otherwise set forth in this MOU, each Party is responsible for its own costs and expenses with regard to performance of the responsibilities in this MOU.
- (8) Limitation of Liability: Neither Party shall be responsible for damages arising out of, relating to, and/or in connection with any negligent acts or omissions of the other Party. Library's liability is limited under NRS chapter 41 and other law. Green Our Planet is not responsible for any damage and/or injury caused by a leak or flow of water out of the hydroponic systems.
- (9) Indemnification: Each Party (as an "Indemnifying Party") agrees to indemnify the other Party, their directors, officers, employees, agents, representatives, successors and permitted assigns against any losses, liabilities, claims, causes of action, costs, and expenses arising directly, indirectly, or resulting from the Indemnifying Party's actions or failure to act relating only to the performance of Services and responsibilities provided in this MOU. To the extent applicable, Library's liability under this section shall be limited pursuant to NRS 41.035.
- (10) Dispute Resolution: In the event a conflict arises related to this MOU, the Parties agree to attempt resolution of such conflict first through informal communication, then mandatory mediation, before engaging in litigation.

(11) Notice: Any notice required or permitted under this MOU shall be given from one Party to the other Party in writing. Notice will be effective only upon delivery, either by certified mail, email, or in-person delivery, to the other Party at the address listed below.

**AGREED TO AND ACCEPTED:**

San Juan Co. Library, Blanding Branch and Green Our Planet indicate agreement with this MOU by their signatures below.

**San Juan Co. Library, Blanding Branch**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

**Green Our Planet**

Signature: \_\_\_\_\_ *Christine Anderson* \_\_\_\_\_

Printed Name: Christine Anderson \_\_\_\_\_

Title: Hydroponics Manager \_\_\_\_\_

Date: 10/19/2021 \_\_\_\_\_

Email: \_chris@greenourplanet.org\_

Address: 8020 S Rainbow Blvd., Ste. 100-620, Las Vegas, NV 89139

## SCHEDULE A SERVICES

### I. Description of Services

#### 1. Library Responsibilities:

- (a) Library Director agrees to serve as the Hydroponic Lead for the Hydroponic Program at Library. If possible, the Library Director will name a secondary on-site contact, and provide their contact information with Green Our Planet. Rachel Cook, Grants Coordinator and Library Consultant, Utah State Library Division/Department of Cultural and Community Engagement, will serve as the secondary contact for libraries unable to provide an on-site Co-Lead.
- (b) In order for Green Our Planet to provide the best possible support during the first year of implementation, Library will keep Green Our Planet informed on the progress of the Hydroponic Program by providing at least one monthly update about the status of the hydroponic program at Library. Monthly updates should include if a system is running or not at the time of the report. If any of the systems are not operating, the update should include Library's plans on when the systems will be used. If a system is in operation, the update should identify if a system is in the germination phase, if a system is planted, or if a system is in the harvest phase of the growth cycle. Updates should also include photographs of students working with the Hydroponic Systems to support the update provided. **Green Our Planet reserves the right to use such photographs for promotional purposes.**
- (c) Library Directors will fill out at least two Green Our Planet surveys throughout the Library year. A preliminary survey will help GoP gather information on the teachers' overall confidence using hydroponics as a teaching tool as well as their plans on how to use the hydroponic systems as a teaching tool. These surveys help the Library track progress and show the efficacy of the program, and they help Green Our Planet better tailor programming by targeting improvements to teachers' specific needs and offering assistance where needed.
- (d) Library will work with Green Our Planet staff to schedule various Hydroponic Program workshops and inform interested parties of those dates once scheduled.
- (e) Library will keep Green Our Planet informed about events such as harvest parties, tastings, chef-to-Library events, or farmers markets related to the Hydroponic Program.
- (f) Library will make sure that all interested parties have access to Hydroponic Program training materials and Green Our Planet's K-5 STEM Hydroponic Curriculum.

- (g) In order to fulfill best practices recommendations, Library will work toward the goal of teachers using the Green Our Planet Hydroponic Curriculum and hydroponics systems to teach STEM subjects.
- (h) Library will ensure that the Hydroponic Systems will be maintained at all times and will not become unkempt. Library will develop a strategy that allows interested teachers and students to participate in the operation and maintenance of the Hydroponics Systems.
- (i) Library will be responsible for replenishing supplies, such as seed sprouting cubes and fertilizer, once the materials provided in the initial Green Our Planet Hydroponic Maintenance package have run out. It is estimated that Libraries will spend approximately \$100-150 per year on consumables. Green Our Planet will provide the Library with a document that has links to where these supplies can be purchased.

### **1. Green Our Planet Responsibilities:**

- (a) Green Our Planet will order and/or manufacture the Hydroponic Systems and will coordinate with the Library regarding their delivery. This includes purchase of a commercial hydroponic farm system for 5th grade. Additionally, Green Our Planet will manufacture and deliver one grade-specific hydroponic system kit for grades K-4 as follows:
  - a. Kindergarten - wicking system
  - b. First Grade - Kratky system
  - c. Second Grade - Deep Water Culture (DWC) system
  - d. Third Grade - Nutrient Film Technique (NFT) system
  - e. Fourth Grade - Aquaponics system
- (b) Green Our Planet will provide a Hydroponic Maintenance Package that includes a seed germination kit, seed sprouting plugs, pH kit, TDS meter, hydroponic fertilizer, and additional materials required to successfully grow produce in the Hydroponic Systems.
- (c) Green Our Planet will provide 3 online trainings for the Library Hydroponics Team, other interested teachers/staff, community members and/or students. These workshops are designed to familiarize users with the systems and how to run them efficiently.
- (d) Green Our Planet will provide support to Library when assembling the Hydroponic Systems via Tutorial Videos that Green Our Planet has created as well as email/phone/video chat contacts.
- (e) Green Our Planet will provide Library with a copy of Green Our Planet's Hydroponics Manual
- (f) Green Our Planet will give Library access to its online Virtual Academy, which includes K-5 STEM hydroponics lessons and a Hydroponic tutorial video series, as well as health/nutrition and outdoor garden lessons.



- (g) Green Our Planet will provide the Library with Green Our Planet's K-5 STEM Hydroponic Curriculum and any other available supporting materials for the Hydroponic Program.
- (h) Library will have access to a Green Our Planet hydroponics expert to assist Library with any additional troubleshooting, planning, or program support related to the Hydroponic Program by email, phone, or video chat.

**San Juan County**  
**2021 Budgeting Worksheet**  
**72 Library Fund - 01/01/2021 to 12/17/2021**  
**100.00% of the fiscal year has expired**

Item 4.

	2019 Actual	2020 Actual	2021 Actual	2022 Proposed Budget	2021 Year End Budget
<b>Change In Net Position</b>					
<b>Revenue:</b>					
<b>Taxes</b>					
3110000 Property Taxes	442,743	427,685	0	435,000	403,000
3120000 Prior Years Taxes	0	0	0	0	12,000
3170000 Fee in Lieu of Tax	0	0	0	0	15,000
3190000 Interest and Penalties	0	0	0	0	900
<b>Total Taxes</b>	<b>442,743</b>	<b>427,685</b>	<b>0</b>	<b>435,000</b>	<b>430,900</b>
<b>Intergovernmental revenue</b>					
3310000 Other Federal Grants	0	6,500	59,520	25,449	60,000
3340000 Other State Grants	14,917	25,527	7,400	0	7,400
3350000 Other Misc Grants	0	0	36,700	0	36,000
<b>Total Intergovernmental revenue</b>	<b>14,917</b>	<b>32,027</b>	<b>103,620</b>	<b>25,449</b>	<b>103,400</b>
<b>Charges for services</b>					
3413000 Library Fees	1,200	822	120	1,000	200
3415000 Sale of Maps/Publications	3,804	2,766	2,478	3,000	2,500
3495000 Copier	5,322	4,244	4,748	5,000	5,000
<b>Total Charges for services</b>	<b>10,326</b>	<b>7,832</b>	<b>7,346</b>	<b>9,000</b>	<b>7,700</b>
<b>Fines and forfeitures</b>					
3512000 Library Fines	0	11	6	0	0
<b>Total Fines and forfeitures</b>	<b>0</b>	<b>11</b>	<b>6</b>	<b>0</b>	<b>0</b>
<b>Interest</b>					
3610000 Interest Earnings	10,922	4,122	1,240	2,000	1,500
<b>Total Interest</b>	<b>10,922</b>	<b>4,122</b>	<b>1,240</b>	<b>2,000</b>	<b>1,500</b>
<b>Miscellaneous revenue</b>					
3620000 Rents and Concessions	918	222	956	1,000	750
3690000 Sundry Revenues	0	0	690	0	700
<b>Total Miscellaneous revenue</b>	<b>918</b>	<b>222</b>	<b>1,646</b>	<b>1,000</b>	<b>1,450</b>
<b>Contributions and transfers</b>					
3830000 Contributions Private	4,503	1,099	1,348	1,200	1,500
<b>Total Contributions and transfers</b>	<b>4,503</b>	<b>1,099</b>	<b>1,348</b>	<b>1,200</b>	<b>1,500</b>
<b>Total Revenue:</b>	<b>484,329</b>	<b>472,998</b>	<b>115,206</b>	<b>473,649</b>	<b>546,450</b>
<b>Expenditures:</b>					
<b>Parks, Recreation, and Public Property</b>					
<b>Library</b>					
<b>Monticello Library Building</b>					
4167110 Salaries and Wages	35,575	34,571	23,582	13,691	24,000
4167131 FICA Expense	2,614	2,591	1,761	1,047	2,000
4167132 Retirement Benefits	6,421	5,935	2,916	2,460	3,200
4167250 Equipment Operation	0	38	0	0	0
4167260 Buildings and Grounds	3,221	1,635	1,861	3,000	2,000
4167270 Utilities	11,407	13,051	9,836	12,000	10,500
4167280 Telephone	820	0	0	0	0
4167310 Professional and Technical	22	0	334	0	500
4167480 Special Department Supplies	0	435	0	0	0
4167610 Miscellaneous Supplies	20	558	0	0	0
4167725 Building Improvements	32	164	0	0	0

**San Juan County**  
**2021 Budgeting Worksheet**  
**72 Library Fund - 01/01/2021 to 12/17/2021**  
**100.00% of the fiscal year has expired**

Item 4.

	2019 Actual	2020 Actual	2021 Actual	2022 Proposed Budget	2021 Year End Budget
4167730 Improvements Other Than Bldg	1,796	600	0	0	0
4167740 Equipment Purchases	99	0	0	0	0
<b>Total Monticello Library Building</b>	<b>62,027</b>	<b>59,578</b>	<b>40,290</b>	<b>32,198</b>	<b>42,200</b>
<b>Blanding Library Building</b>					
4168110 Salaries and Wages	22,787	19,359	13,740	15,644	15,000
4168131 FICA Expense	1,650	1,442	1,017	1,197	1,200
4168132 Retirement Benefits	2,593	2,103	1,419	1,609	1,500
4168250 Equipment Operation	0	122	0	0	0
4168251 Gas, Oil and Grease	0	72	0	0	0
4168260 Buildings and Grounds	1,548	2,022	5,355	2,500	6,000
4168270 Utilities	8,052	7,351	7,404	9,000	8,000
4168310 Professional and Technical	17	0	286	0	500
4168480 Special Department Supplies	9	435	0	0	0
4168610 Miscellaneous Supplies	230	0	0	0	0
4168725 Building Improvements	0	114	0	0	0
4168730 Improvements Other Than Bldg	104	0	0	0	0
4168740 Equipment Purchases	0	25	0	0	0
<b>Total Blanding Library Building</b>	<b>36,990</b>	<b>33,045</b>	<b>29,221</b>	<b>29,950</b>	<b>32,200</b>
<b>Satellite Buildings</b>					
4169110 Salaries and Wages	12,539	11,683	5,605	6,993	5,710
4169131 FICA Expense	885	862	404	535	437
4169132 Retirement Benefits	2,232	1,743	1,045	1,257	1,055
4169250 Equipment Operation	0	6	0	0	0
4169260 Buildings and Grounds	277	330	25	200	50
4169270 Utilities	620	350	0	500	0
4169310 Professional and Technical	6	0	240	0	250
<b>Total Satellite Buildings</b>	<b>16,559</b>	<b>14,974</b>	<b>7,319</b>	<b>9,485</b>	<b>7,502</b>
<b>Library Board</b>					
4580230 Travel Expense	505	131	0	300	0
4580330 Employee Education	0	0	0	300	0
4580620 Miscellaneous Services	1,200	796	1,300	1,500	1,450
<b>Total Library Board</b>	<b>1,705</b>	<b>927</b>	<b>1,300</b>	<b>2,100</b>	<b>1,450</b>
<b>San Juan County Library System</b>					
4581110 Salaries and Wages	195,317	183,629	176,362	211,000	185,000
4581131 FICA Expense	14,693	13,741	13,250	15,438	14,000
4581132 Retirement Benefits	14,175	13,213	12,363	17,650	13,500
4581134 Health Insurance	54,000	54,000	33,000	54,000	36,000
4581136 Unemployment Benefits	0	883	0	0	0
4581210 Subscriptions and Memberships	1,253	867	876	1,136	1,000
4581220 Public Notices	564	129	405	794	500
4581230 Travel Expense	643	512	666	1,125	750
4581240 Office Expense	6,267	4,948	6,774	5,050	7,700
4581241 Postage	2,817	1,785	163	850	300
4581242 Software Maintenance	5,519	3,451	0	4,356	0
4581250 Computer Maintenance/Supplies	3,875	3,779	3,307	3,900	3,500
4581251 Gas, Oil and Grease	2,791	959	1,500	3,280	1,500
4581280 Telephone	9,990	17,959	0	3,752	0
4581330 Employee Education	402	177	201	650	675
4581480 Collection Development	59,487	26,249	13,138	21,600	15,000

**San Juan County**  
**2021 Budgeting Worksheet**  
**72 Library Fund - 01/01/2021 to 12/17/2021**  
**100.00% of the fiscal year has expired**

Item 4.

	<b>2019 Actual</b>	<b>2020 Actual</b>	<b>2021 Actual</b>	<b>2022 Proposed Budget</b>	<b>2021 Year End Budget</b>
4581610 Miscellaneous Supplies/Service	1,012	524	327	1,075	700
4581620 Special Programs	9,941	5,554	1,656	2,300	2,000
4581740 Equipment Purchases	8,858	22,245	0	1,700	0
4581915 Transfers to Other Units	23,195	7,980	9,345	22,180	10,000
4581920 Grant Expenses	0	0	96,498	25,449	96,500
<b>Total San Juan County Library System</b>	<b>414,799</b>	<b>362,584</b>	<b>369,831</b>	<b>397,285</b>	<b>388,625</b>
<b>Total Library</b>	<b>532,080</b>	<b>471,108</b>	<b>447,961</b>	<b>471,018</b>	<b>471,977</b>
<b>Total Parks, Recreation, and Public Propert</b>	<b>532,080</b>	<b>471,108</b>	<b>447,961</b>	<b>471,018</b>	<b>471,977</b>
<b>Total Expenditures:</b>	<b>532,080</b>	<b>471,108</b>	<b>447,961</b>	<b>471,018</b>	<b>471,977</b>
<b>Total Change In Net Position</b>	<b>(47,751)</b>	<b>1,890</b>	<b>(332,755)</b>	<b>2,631</b>	<b>74,473</b>

**Patron Visits**

Blanding = 3026  
Monticello = 1580  
Satellites:  
Bluff = 96  
La Sal = 50  
MCreek = 182  
MV & NM = **CLOSED**  
**TOTAL = 4934**

**Checkouts**

Blanding = 2517  
Monticello = 2141  
Satellites:  
Bluff, La Sal, MCreek = 574  
MV & NM = **CLOSED**  
**TOTAL = 5232**

**Online Circulations**

Overdrive = 1262

**Website Visits**

**TOTALS 229 = site sessions**  
**159 = unique visitors**

**Computer Checkouts**

Blanding = 250  
Monticello = 191  
Satellites:  
Bluff = 18  
La Sal = 3  
MCreek = 51  
MV & NM = **CLOSED**  
**TOTAL = 531**

**Food Bank Meals Served**

Blanding = 59  
Monticello = Served in Summer only  
La Sal = 10  
**TOTAL = 69**

**Wireless Usage (Ubiquiti)**

Blanding = 390  
Monticello = 242  
Satellites:  
Bluff = 195  
La Sal = 152  
MCreek = 120  
**TOTAL = 1099**

**Hotspot checkouts**

Blanding = 5  
Monticello = 5 (4-MiFi/1-CBRS)  
Satellites:  
Bluff, La Sal, MCreek = 10  
**TOTAL = 20**

**Money Collected\***

Blanding = 269.59/Book Sale – 34.49  
Monticello = 404.45 /Book Sale – 154.00  
Satellites:  
Bluff = 94.78 /Book Sale – 25.58  
La Sal = 22.21/Book Sale – 17.01  
MCreek = 27.85/Book Sale – 0.00  
**TOTAL = \$818.88/231.08**

**Reference Questions**

Blanding = 139  
Monticello = 63  
Satellites:  
Bluff = 5  
La Sal = 2  
MCreek = 10  
**TOTAL = 219**

**Story Hour**

Blanding: kids = 95/adults = 42  
Average kids per story hour (5 events) = 19.00  
Monticello: kids = 77/adults = 26  
Average kids per story hour (5 events) = 15.40  
La Sal: kids = 5/ adults = 4  
**Average kids per story hour (1 events) = 5.00**  
**TOTAL = 177 kids**

**Other Activities: 8 events with 76 attendees**

**Piano Concert - Blanding**  
12 attendees with 1 event  
**Teen Board - Blanding**  
4 attendees with 1 event  
**Book Club - La Sal**  
5 adults with 1 event  
**Craft Club - Monticello**  
kids = 55/adults = 5/Total = 55  
events = 5

\*Borrowers grant covers postage until June 30, 2022



## Library Statistics for November 2021

Item 4.

### Patron Visits

Blanding = 2448  
Monticello = 1392

#### Satellites:

Bluff = 101  
La Sal = 63  
MCreek = 134  
MV & NM = **CLOSED**  
TOTAL = 4138

### Checkouts

Blanding = 2413  
Monticello = 1606  
Satellites:  
Bluff, La Sal, MCreek = 570  
MV & NM = **CLOSED**  
TOTAL = 4589

### Online Circulations

Overdrive = 1318

### Website Visits

TOTALS 217 = site sessions  
152 = unique visitors

### Computer Checkouts

Blanding = 201  
Monticello = 150  
Satellites:  
Bluff = 30  
La Sal = 5  
MCreek = 61  
MV & NM = **CLOSED**  
TOTAL = 447

### Food Bank Meals Served

Blanding = 50  
Monticello = Served in Summer only  
La Sal = 27  
TOTAL = 77

### Wireless Usage (Ubiquiti)

Blanding = 281  
Monticello = 253  
Satellites:  
Bluff = 256  
La Sal = 113  
MCreek = 177  
TOTAL = 1080

### Hotspot checkouts

Blanding = 24  
Monticello = 6 (6-MiFi/0-CBRS)  
Satellites:  
Bluff, La Sal, MCreek = 20  
TOTAL = 50

### Money Collected\*

Blanding = 314.18/Book Sale – 92.92  
Monticello = 91.35 /Book Sale – 82.50  
Satellites:  
Bluff = 6.63/Book Sale – 0.00  
La Sal = 3.25/Book Sale – 1.00  
MCreek = 40.40 /Book Sale – 31.00  
TOTAL = \$455.81/207.42

### Reference Questions

Blanding = 154  
Monticello = 217  
Satellites:  
Bluff = 12  
La Sal = 12  
MCreek = 11  
TOTAL = 406

### Story Hour

Blanding: kids = 90/ adults = 44  
Average kids per story hour (4 events) = 22.50  
Monticello: kids = 36 /adults = 16  
Average kids per story hour (4 events) = 9  
La Sal: kids = 27 / adults = 19  
Average kids per story hour (4 events) = 6.9  
TOTAL = 153 kids

Other Activities: 12 events with 141 attendees

### **Book Club - Blanding**

15 attendees with 1 event

### **Non-Denominational Bible Study- Blanding**

25 attendees with 4 events

### **Preschool visits/activity- Blanding**

62 attendees with 4 events

### **Book Club - La Sal**

7 adults with 1 event

### **Craft Club - Monticello**

kids = 30/ adults = 2 Total = 32  
events = 2

*\*Borrowers grant covers postage until June 30, 2022*

Item 4.



**Patron Visits**

Blanding = 2627  
Monticello = 1681  
Satellites:  
Bluff = 107  
La Sal = 87  
MCreek = 150  
MV & NM = **CLOSED**  
**TOTAL = 4652**

**Checkouts**

Blanding = 2369  
Monticello = 1982  
Satellites:  
Bluff, La Sal, MCreek = 590  
MV & NM = **CLOSED**  
**TOTAL = 4941**

**Online Circulations**

Overdrive = 1292

**Website Visits**

**TOTALS 254 = site sessions**  
**175 = unique visitors**

**Computer Checkouts**

Blanding = 210  
Monticello = 179  
Satellites:  
Bluff = 21  
La Sal = 2  
MCreek = 64  
MV & NM = **CLOSED**  
**TOTAL = 476**

**Food Bank Meals Served**

Blanding = 52  
Monticello = Served in Summer only  
La Sal = 4  
**TOTAL = 56**

**Wireless Usage (Ubiquiti)**

Blanding = 420  
Monticello = 290  
Satellites:  
Bluff = 222  
La Sal = 170  
MCreek = 154  
**TOTAL = 1256**

**Hotspot checkouts**

Blanding = 14  
Monticello = 5 (2-MiFi/3-CBRS)  
Satellites:  
Bluff, La Sal, MCreek = 26  
**TOTAL = 45**

**Money Collected\***

Blanding = 305.59 /Book Sale – 64.47  
Monticello = 284.42/Book Sale – 109.67  
Satellites:  
Bluff = 17.90/Book Sale – 0.00  
La Sal = 3.60/Book Sale –2.00  
MCreek = 43.85/Book Sale – 14.05  
**TOTAL = 655.36/190.16**

**Reference Questions**

Blanding = 157  
Monticello = 84  
Satellites:  
Bluff = 12  
La Sal = 23  
MCreek = 21  
**TOTAL = 297**

**Story Hour**

Blanding: kids = 91 / adults = 47  
Average kids per story hour (4 events) = 22.75  
Monticello: kids = 32/adults = 16  
Average kids per story hour (4 events) = 8  
La Sal: kids = 8/ adults = 2  
**Average kids per story hour (1 events) = 8**  
**TOTAL = 131**

*Other Activities: 13 events with 145 attendees*

**Book Club - Blanding**

12 attendees with 1 event

**Non-Denominational Bible Study- Blanding**

21 attendees with 5 events

**Hispanic Heritage Celebration- Blanding**

17 attendees with 1 event

**Teen Board - Blanding**

2 attendees with 1 event

**Book Club - La Sal**

7 adults with 1 event

**Craft Club - Monticello**

kids = 78/adults = 8 Total = 86

events = **4**

\**Borrowers grant covers postage until June 30, 2022*

Item 4.

**Patron Visits**

Blanding = 2342  
Monticello = 1116  
Satellites:  
Bluff = 98  
La Sal = 116  
MCreek = 112  
MV & NM = **CLOSED**  
**TOTAL = 3784**

**Checkouts**

Blanding = 1880  
Monticello = 1647  
Satellites:  
Bluff, La Sal, MCreek = 486  
MV & NM = **CLOSED**  
**TOTAL = 4013**

**Online Circulations**

Overdrive = 1465

**Website Visits**

**TOTALS 250 = site sessions**  
**148 = unique visitors**

**Computer Checkouts**

Blanding = 220  
Monticello = 124  
Satellites:  
Bluff = 13  
La Sal = 0  
MCreek = 55  
MV & NM = **CLOSED**  
**TOTAL = 412**

**Food Bank Meals Served**

Blanding = 37  
Monticello = Served only Summertime  
La Sal = 5  
**TOTAL = 42**

**Wireless Usage (Ubiquiti)**

Blanding = 249  
Monticello = 231  
Satellites:  
Bluff = 197  
La Sal = 163  
MCreek = 157  
**TOTAL = 997**

**Hotspot checkouts**

Blanding = 18  
Monticello = 9 (7-MiFi/2-CBRS)  
Satellites:  
Bluff, La Sal, MCreek = 30  
**TOTAL = 57**

**Money Collected\***

Blanding = 593.70/Book Sale – 35.50  
Monticello = 159.59/Book Sale – 54.10  
Satellites:  
Bluff = 9.00 /Book Sale – 0.00  
La Sal = 37.20/Book Sale – 37.00  
MCreek = 39.40/Book Sale – 0.00  
**TOTAL = \$838.39/126.60**

**Reference Questions**

Blanding = 197  
Monticello = 185  
Satellites:  
Bluff = 8  
La Sal = 8  
MCreek = 15  
**TOTAL = 413**

**Story Hour**

Blanding: kids = 95 / adults = 43  
Average kids per story hour (5 events) = 17  
Monticello: kids = 14/adults = 2  
Average kids per story hour (5 events) = 3  
La Sal: kids = 42/ adults = 20  
**Average kids per story hour (4 events) = 10.50**  
**TOTAL = 151 kids**

**Other Activities: 9 events with 107 attendees**

**PBS Read-a-thon – Blanding (Oct-Dec)**  
60 sign-ups /30 finished/20,000+ minutes read  
Dec. Celebration = 30 attendees (1 Event)  
**Book Club - Blanding**  
9 attendees with 1 event  
**Non-Denominational Bible Study- Blanding**  
17 attendees with 4 events  
**Book Club – La Sal**  
0 adults with 0 event(s)  
**Craft Club - Monticello**  
kids = 51/ adults = 6 Total = 57  
events = 3

\**Borrowers grant covers postage until June 30, 2022*

## Library Statistics End of YEAR (EOY) 2021

Item 4.

### Patron Visits

Blanding = 31,872  
Monticello = 17,913  
Satellites:  
Bluff = 1144  
La Sal = 648  
MCreek = 1766  
MV & NM = **CLOSED**  
**TOTAL = 53,343**

### Checkouts

Blanding = 29,242  
Monticello = 23,086  
Satellites:  
Bluff, La Sal, MCreek = 6317  
MV & NM = **CLOSED**  
**TOTAL = 58,645**

### Online Circulations

Overdrive = 13,888

### Website Visits

**TOTALS 3125 = site sessions**  
**2156 = unique visitors**

### Computer Checkouts

Blanding = 2689  
Monticello = 1878  
Satellites:  
Bluff = 255  
La Sal = 22  
MCreek = 626  
MV & NM = **CLOSED**  
**TOTAL = 5470**

### Food Bank Meals Served

Blanding = 890  
Monticello = 1183  
La Sal = 58  
**TOTAL = 2131**

### Wireless Usage (Ubiquiti)

Blanding = 6234  
Monticello = 4330  
Satellites:  
\*\*Bluff = 1400  
La Sal = 1622  
\*\*MCreek = 959  
**TOTAL = 15,545**

### **\*\* Began Count in June**

### Hotspot checkouts

Blanding = 132  
Monticello = 45  
Satellites:  
Bluff, La Sal, MCreek = 199  
**TOTAL = 376**

### Money Collected\*

Blanding = 4379.28  
Monticello = 3753.89  
Satellites:  
Bluff = 194.81  
La Sal = 180.66  
MCreek = 390.16  
**TOTAL = \$8898.80**

### Reference Questions

Blanding = 2876  
Monticello = 2386  
Satellites:  
Bluff = 74  
La Sal = 95  
MCreek = 115  
**TOTAL = 5546**

### Story Hour

Blanding: kids = 1293  
Average kids per story hour (86 events) = 15.03  
Monticello: kids = 472  
Average kids per story hour (50 events) = 9.16  
La Sal: kids = 94  
**Average kids per story hour (14 events) = 6.7**  
**TOTAL = 1859 kids/150 events/12.39 average**

### Summer Reading Activities:

#### Blanding

**493** attendees with **9** event

#### La Sal

**15** attendees with **2** event

#### Monticello

**266** attendees **9** with event

Total attendees = **774/Events = 20/average = 38.70**

**Teen Summer = 61 attendees/9 events/average = 6.77**

### Other Activities:

#### Blanding Adult

**127** attendees with **8** events

#### Blanding YA

**5** attendees with **2** events

#### Blanding 12 and under

**200** attendees with **8** events

#### Book Club - La Sal

**45** adults with **7** events

#### Craft Club Family- Monticello

Total attendees = **663 /events = 38/average = 17.44**

*\*Borrowers grant covers postage until June 30, 2022*

Item 4.