



LIBRARY BOARD MEETING - JULY 18, 2024
Virtual Meeting: <https://meet.google.com/oip-njbz-yvt?authuser=0>
July 18, 2024 at 5:30 PM

AGENDA

CALL TO ORDER

ROLL CALL

- [1.](#) Roll Call Presented by Haun-Storland

APPROVAL OF MINUTES

- [2.](#) Library Board Meeting - May 2024 Minutes for Approval by Haun-Storland

PUBLIC COMMENT

BUSINESS/ACTION

- [3.](#) Annual Training for all Board Members Presented by Haun-Storland
- [4.](#) Contract to be Ratified | LSTA Borrower's Grant for Interlibrary Loan (ILL) by Perkins
- [5.](#) Contract to be Ratified | 2025 Utah State Library Beehive Consortium Agreement by Perkins
- [6.](#) Strategic Plan by Haun-Storland
- [7.](#) Technology Plan by Haun-Storland
- [8.](#) Employee Background Check (Required by Law starting July 2024) Update by McDonald

LIBRARY DIRECTOR REPORT

9. Presented by Nicole Perkins, Library Director / Blanding Librarian
10. Statistics by Perkins
- [11.](#) Financial Reports for the Library System by Perkins

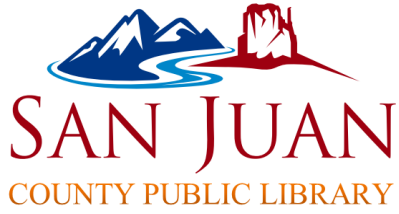
ASSISTANT DIRECTOR REPORT

- [12.](#) Presented by Mikaela Ramsay, Assistant Director / Monticello Librarian

LIBRARY CHAIR REPORT

ADJOURN

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



ROLL CALL

ITEM TITLE: Roll Call Presented by Chairperson Chamberlain

Library Board Chairperson Marjorie Haun-Storland

Trustees

Marlene Huckabay
Heather Lynn
Kelly Mike Green
Lucille Cody
Zak Podmore
Shannon Brooks
Barry Woolley

Commissioner Silvia Stubbs
Library Director Nicole Perkins
Assistant Library Director Mikaela Ramsay
Chief Administrative Officer Mack McDonald



LIBRARY BOARD MEETING - MAY 2024

Virtual Meeting - meet.google.com/kqa-oonw-tyj

May 16, 2024 at 5:30 PM

MINUTES

May 16th San Juan County Library Board mtg

Present: Berry Woolley, Director Nicole Perkins, Kelly Green Marjory Haun Storland, Assistant Director Mikaela Ramsey, Lucille Cody, Marlene Huckabay. County Administrator Mack McDonald

Full quorum present to conduct proceedings.

Storland: Chair and leads discussion

March Minutes Approved: Green motions for approval Woolly seconds. Vote is unanimous.

Public Comment: Ramsey says they get comments from random patrons and they fix things or adapt signage to accommodate as needed. Nothing specific concern mentioned.

Green agrees to take notes.

Business Actions: Perkins discussed UEN Grant proposal to fund new firewalls at every branch with equipment and labor to support it. Contract has been made and approved by the county commissioners. Blanding approved for the network but will need to wait until 2025 as paperwork is submitted and network is installed and ready. Stickers will need to be put on equipment for audit purposes. Measure was voted upon and ratified. Unanimous approval by the board,

Library Director Report:

Director Perkins reported summer reading program is up and going. Theme is, Adventure begins at your library. Prizes are awarded for the children as reading challenge are completed. There are eight weeks of summer reading program. Puppet

Show is June 6th for the kickoff. Satellite Branches will participate with take and make kits for activities. A pop artist will be coming for events. A general discussion about events occurred. Annual report completed for recertification. Each branch will need someone to do a walk through to fill out paperwork requirements for certification approvals. This information pertains to safety plans posted, fire extinguishers, etc. Landline discussion for faxing purposes was mentioned as these devices are encrypted and more secure for sending information.

Assistant Director Report: Ramsey indicated that the puppet show will be coming. Scales and Tails event is upcoming, Field Trips with the kids are happening at the library. About 240 children from the elementary schools came and participated. Upcoming activities were mentioned. Having someone come July 5th to present pioneer skills like churning butter or other skills was talked about as this would be a fun activity for kids and family. Credit card charges for expense activities will be able to be tracked better with coding methods.

The Board voted and ratified unanimously items mention.

Library Chair Report. Haun reports she is pleased with how ongoing progress is being made with technology issues. Next mtg July 18th. 5:30 pm. Director Perkins asked about board member financial reimbursements for members. Some have not received past reimbursement and she will look into it. The library Chair will need to fill out a form so board members will be reimbursed for meetings attended.

Motion to adjourn was voted upon and approved.



CHAIR REPORT

MEETING DATE: July 21, 2024

ITEM TITLE, PRESENTER: Library Board Member Chair Report Presented by Haun-Storland

Mandatory Trustee Trainings

Library board trustee training - Trustee training links and resources:

<https://library.utah.gov/trustees/>

<https://library.utah.gov/webinars/leading-libraries/>

OPMA - Open Meeting Act training

The link for this training should let the board members download a certificate at the end.

<https://resources.auditor.utah.gov/s/article/Training-All>

Email Haun-Storland as you complete trainings

2024 LIBRARY BOARD REPORT

Name	1/20/24		3/24/24		5/19/24		7/21/24		9/15/24		Trainings		
	Attended	Voucher	Attended	Voucher	Attended	Voucher	Attended	Voucher	Attended	Voucher	OPMA	Trustee	Lead Libraries
Barry Woolley	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heather Lynn	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kelly Green	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lucille Cody	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marjorie Haun-Storland	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marlene Huckabay	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shanon Brooks	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Zachary Podmore	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other	Attended				
Nicole Perkins	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mikaela Ramsay	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mack McDonald	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
County Commissioner	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



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, Utah 84511-3829

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

Contact Person: Nicole Perkins
 Phone Number: (435) 678-2335
 Email: nperkins@sanjuancounty.org
 Vendor ID #06866HK
 Commodity Code # 99999

2. GENERAL PURPOSE OF CONTRACT: To fund LSTA Borrower Support Grant and provide support for Utah public libraries with a service population of under 22,000 who wish to expand their interlibrary loan services, in accordance with the provisions of Utah Code Annotated, 1953, as amended, Section 9-7-201 (3), Section 9-7-205 (1) (f) and 9-7-205 (2). Project will be completed by GRANTEE as outlined in Grant Application and in accordance with Scope of Work as outlined.

3. PROCUREMENT: This contract is entered into as the result of the procurement process on RX# 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 Library Borrower Support Project.

4. CONTRACT PERIOD: Effective Date: 07/01/2024 Termination Date: 06/30/2025, 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 7/1/2024.

5. CONTRACT COSTS: GRANTEE will be paid a **maximum** of \$ 5487 for eligible interlibrary loan costs authorized by this contract. An "interlibrary loan request" is defined as a request made outside of an established consortium or county system through the OCLC WorldShare platform, in addition to requests for Book Buzz sets made directly to the State Library. This amount is calculated based on the amount of money that was requested/spent last year.

6. ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:
 Attachment A – Standard Terms & Conditions for Grants
 Attachment B – Scope of Work and Special Provisions
 Attachment C – Federal Assurances and Certifications

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

- Final Report

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

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.

Contract between USL and San Juan County Library System

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

GRANTEE

STATE

Director, Manager or Authorized Signatory

Director, State Library Division

N/A Grant
Division of Purchasing

Date

Division of Finance

Agency Contact for questions during the contract process.

Rachel Haberman
Agency Contact

801-715-6740
Phone Number

801-715-6767
Fax Number

rhaberman@utah.gov
Email

Contract between USL and San Juan County Library System

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GRANTS

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

7. **INDEPENDENT GRANTEE:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
9. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
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 San Juan County Library System**Contract #****ATTACHMENT B**
SCOPE OF WORK AND SPECIAL PROVISIONS

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

THEREFORE, the parties agree as follows:

1. **This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by 7/1/2024.** Any exceptions must be arranged in writing via email to Faye Fischer, at ffischer@utah.gov.
2. The effective dates of Contract shall be from **07/01/2024** through **06/30/2025**, 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 **\$5487**. This amount is calculated based on the amount of money that was requested/spent last year.
4. This Agreement may be terminated with or without cause by either party with 60 days prior written notice. Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures. Advanced funds that are not used upon termination must be returned to USL within 30 days of termination date.
5. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:

USL Contact: Rachel Haberman, rhaberman@utah.gov, 801-715-6740

GRANTEE Contact: Nicole Perkins, nperkins@sanjuancounty.org, (435) 678-2335
6. The Catalog of Federal Domestic Assistance lists the LSTA grant program number as CFDA #45.310.

SCOPE OF WORK

1. Library Services and Technology Act (LSTA) funds will be used to finance approved projects. Approved projects will be required to follow State and Federal guidelines in regards to procurement, expenditure of funds, and reporting standards.
2. The Project Director must create a separate cost center for sub-award (LSTA) funds. LSTA funds may not be placed in an interest-bearing account.
3. The Project Director must set up an accounting system to track expenditures of LSTA, matching, and in-kind funds or services.
4. The GRANTEE must retain electronic copies of all invoices during the grant period. Copies must be complete and legible and be available for submission upon request.
5. The Project Director must read the Grant Administrative Guidelines within one (1) month of the start of the grant period.
6. The Project Director must retain all documentation (either in paper or electronic format) related to the grant project for three (3) years after the completion of the grant.
7. If the Project Director or Financial Officer cannot fulfill their duties through the completion of the grant, the USL Contact must be informed within seven (7) working days.
8. *All spending must be complete by 06/30/2025, as outlined in Grant Application and final Grant Funding, reimbursement requests must be submitted by 7/5/2025.*

9. Final Report (including final budget information) is due to USL on or before **07/10/2025**.

Contract between USL and San Juan County Library System

10. Funds may be requested for reimbursement by submitting a LSTA Request for Reimbursement of Expenditures form found at <https://cce.my.salesforce-sites.com/usl/> with the associated documentation as needed throughout the Grant period.

SPECIAL PROVISIONS

USL agrees to the following:

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

GRANTEE agrees to the following:

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

OTHER INFORMATION:

The links for the Final Report will be emailed to project directors. Grant Administrative Guidelines can be found at https://drive.google.com/file/d/11zQsXB3Dv_LrjLhuNe26E0YMbh4Kwu_/view.

Allowable Expenses

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

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.

As a federal agency, the Institute of Museum and Library Services (IMLS) is required to obtain from all applicants certifications, including those regarding Nondiscrimination, Debarment and Suspension, Federal Debt Status, and Drug-Free Workplace. Applicants requesting more than \$100,000 in grant funds must also certify regarding lobbying activities and may be required to submit a "Disclosure of Lobbying Activities" form (Standard Form LLL). All State Library Administrative Agencies (SLAAs) receiving Library Services and Technology Act (LSTA) funding under 20 U.S.C. § 9121 et seq. must comply with applicable statutes and regulations including but not limited to those cited below. To receive federal assistance, all applicants must provide this signed Statement of Assurances and Certifications.

These assurances are given in connection with any and all financial assistance from IMLS after the date this form is signed but may include payments after this date for financial assistance approved prior to this date. These assurances shall obligate the applicant for the period during which the federal financial assistance is extended. The applicant recognizes and agrees that any such assistance will be extended in reliance on the representations and agreements made in these assurances and that the United States Government has the right to seek judicial enforcement of these assurances, which are binding on the applicant, its successors, transferees, and assignees, and on the authorized representative whose signature appears on the application form.

Legal Authority and Capability

Pursuant to 20 U.S.C. § 9122(5), the authorized representative, on behalf of the SLAA, provides assurance that the SLAA has the fiscal and legal authority and capability to administer all aspects of the LSTA subchapter of 20 U.S.C. §§ 9121–9141, that it will establish the State's policies, priorities, criteria, and procedures necessary for the implementation of all programs under that subchapter (including the development of a State Plan), and that it will submit copies of these materials for approval as required by regulations promulgated by the Director of IMLS.

Internet Safety

Pursuant to 20 U.S.C. § 9134(b)(7), the authorized representative, on behalf of the SLAA, provides assurance that the SLAA 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 47 U.S.C. § 254(h)(6), 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.

Each SLAA must assure IMLS that no funds made available under the Grants to States Program for a public library or public elementary or secondary school library that does not receive E-rate services will be used to purchase computers used to access the Internet, or to pay for the direct costs of accessing the Internet, unless the library has certified compliance with the applicable CIPA requirements.
State Plan

Pursuant to 20 U.S.C. § 9134(b)(8), the authorized representative, on behalf of the SLAA, provides assurance that the SLAA will make reports, in such form and containing such information, as the Director may reasonably require to carry out 20 U.S.C. §§ 9121–9141 and to determine the extent to which funds provided under it have been effective in carrying out the purposes in 20 U.S.C. §9121.

Federal Funding Accountability and Transparency Act

The SLAA agrees that it will comply with the Federal Funding Accountability and Transparency Act of 2006 (FFATA or Transparency Act), Pub. L. 109-282, 120 Stat. 1186, amended by Government Funding Transparency Act of 2008, Pub. L. 110-252, § 6202(a), 122 Stat. 2387 (implemented at 2 C.F.R. Part 170). In particular, this means reporting on subawards and executive compensation. (See also 2 C.F.R. § 200.300(b) and www.frs.gov.) With respect to FFATA, the SLAA agrees that it will comply with the award term in Appendix

A. The SLAA further provides assurance that it will comply with all other applicable federal statutes and regulations and OMB circulars in effect for the periods for which it receives grant funding.

Nondiscrimination

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with the following nondiscrimination statutes and their implementing regulations: Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000a et seq., which prohibits discrimination on the basis of race, color, or national origin (note: as clarified by Executive Order Number 13166, the applicant must take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to the applicant's programs, see Institute of Museum and Library Servs.; Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 68 Fed. Reg. 47099 (Aug. 7, 2003))¹; 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 1181 in determining compliance with section 504 as it applies to recipients of federal assistance)²; Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. §§ 1681 et seq.), which prohibits discrimination on the basis of sex in education programs; 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; and The requirements of any other nondiscrimination statute(s) which may apply to the application.

Debarment and Suspension

The SLAA will comply with 2 C.F.R. Part 3185 and 2 C.F.R. Part 180, as applicable. The authorized representative, on behalf of the SLAA, certifies to the best of his or her knowledge and belief that neither the SLAA nor any of its principals for the Five-Year Plan: are presently excluded or disqualified; have been convicted of, or been assessed a civil judgment for, any of the offenses listed in 2 C.F.R. § 180.800(a) within the preceding three years; 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 SLAA is unable to certify to any of these statements, the authorized representative, on behalf of the applicant, shall attach an explanation to the application.

The SLAA, 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 SLAA 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, SLAAs 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.

Federal Debt Status

The authorized representative, on behalf of the SLAA, certifies to the best of his or her knowledge and belief that the applicant is not delinquent in the repayment of any federal debt, including but not limited to unpaid federal tax liability.

Drug-Free Workplace

The authorized representative, on behalf of the SLAA, certifies, as a condition of the award, that the SLAA will or will continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. Part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the SLAA must comply with drug-free workplace requirements in Subpart B of 2 C.F.R. Part 3186, which adopts the Governmentwide implementation (2 C.F.R. Part 182) of Sections 5152–5158 of the Drug-Free Workplace Act of 1988, 41 U.S.C.

§§ 8101–8106. This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying (either at the time of application or upon award, or in documents kept on file in the recipient's offices) all known workplaces under federal awards.

Trafficking in Persons

The authorized representative, on behalf of the SLAA, certifies, as a condition of the award, that the applicant will comply with the trafficking in persons requirements that are set out in Appendix B.

Prohibitions Against Lobbying, Publicity, and Propaganda

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 Lobbying Activities

(Applies to applicants requesting funds in excess of \$100,000, see 31 U.S.C. § 1352.)

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

no federally 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; 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; and 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 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. Criminal Disclosures and Reporting of Matters Related to Recipient Integrity and Performance

As a non-federal entity, the SLAA must disclose, in a timely manner, in writing to IMLS, or to the pass-through entity if you are a subrecipient or contractor, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. (See also 2 C.F.R. § 200.113 and 2 C.F.R. Part 3185.)

Acknowledgement of IMLS Support

All materials publicizing or resulting from grant activities must contain an acknowledgement of IMLS support, unless IMLS advises otherwise. This includes invitations, brochures, and signage; audio/video programming for radio, television, or web broadcast; and websites, social media, PowerPoint presentations, and email announcements. (See Grantee Communications Kit, available at www.imls.gov, for specific guidance.) The type of recognition varies according to the type of activity. Please use the following guidelines for acknowledgment: Written materials must include a credit line indicating IMLS as a source of support.

Graphic items such as posters or brochures should include the IMLS logo (see Grantee Communications Kit, available at www.imls.gov) displayed in accordance with the Logo Standards Guide.

Online products, digital publications, and websites should include links to the IMLS website, www.imls.gov. Audio/video broadcasts must include a tagline indicating IMLS as a source of support. Video broadcasts should display the IMLS logo. In materials that contain or present substantive project content, such as an exhibition, article, catalogue, or other publication; video documentary; or online exhibition or website, the acknowledgment must also include the following statement: "The views, findings, conclusions or recommendations expressed in this [publication/program/exhibition/website/article] do not necessarily represent those of the Institute of Museum and Library Services." If you have any questions about whether your product requires this statement, contact the IMLS Office of Communications.

Acknowledgement of Federal Support

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving IMLS-appropriated funding, including but not limited to state and local governments and recipients of federal research grants, shall clearly state: the percentage of the total costs of the program or project which will be financed with federal money; the dollar amount of federal funds for the project or program; and the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

General Certification

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

Certifications Required for Certain Projects

The following certifications are required if applicable to the project for which an application is being submitted. Applicants should be aware that additional federal certifications, not listed below, might apply to a particular project.

Native American Human Remains and Associated Funerary Objects

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with the provisions of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C. § 3001 et seq.), which applies to any organization that controls or possesses Native American human remains, associated funerary objects and/or cultural items and which receives federal funding, even for a purpose unrelated to the Act.

Historic Properties

The authorized representative, on behalf of the SLAA, certifies that the SLAA will assist the awarding agency in ensuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306101, Executive Order Number 11593, and any related applicable preservation laws.

Environmental Protections

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with environmental standards, including the following:

Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 et seq.) and Executive Order Number 11514; Notification of violating facilities pursuant to Executive Order Number 11738; Protection of wetlands pursuant to Executive Order Number 11990, as amended by Executive Order Number 12608; Evaluation of flood hazards in floodplains in accordance with Executive Order Number 11988, as amended (see Executive Order No. 12148); Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. § 1451 et seq.); Conformity of federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. § 7401 et seq.); Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f et seq.); and Protection of endangered species under the Endangered Species Act

of 1973, as amended, 16 U.S.C. § 1531 et seq.). The authorized representative, on behalf of the SLAA, certifies that the project will comply with the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. § 1271 et seq.), related to protecting components or potential components of the national wild and scenic rivers system. The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with the flood insurance purchase requirements of the National Flood Insurance Act of 1968, as amended, 42 U.S.C. § 4001 et seq.), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more, or as otherwise designated.

Research on Human Subjects

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with 45 C.F.R. Part 46 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

Research on Animal Subjects

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with the Animal Welfare Act, as amended, 7 U.S.C. § 2131 et seq.), pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.



USL MEMORANDUM OF AGREEMENT

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

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

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

PURPOSE OF AGREEMENT:

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

THEREFORE, the parties agree as follows:

1. **This Agreement must be returned to USL with all required LIBRARY initials and/or signatures by July 31, 2024.** Any exceptions must be arranged in writing via email to Marie Erickson, Library Resources Program Manager for USL at merickson@utah.gov
2. The effective dates of Agreement shall be from January 1, 2025 through December 31, 2025. This term is in line with the fiscal years as follows: County Library System: January 1, 2025 - December 31, 2025 or City Library: July 1, 2025 - June 30, 2026.
3. This Agreement may be terminated with or without cause by either party with 60 days prior written notice. Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures.
4. This Agreement may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Agreement.
5. USL is subject to the Government Records Access and Management Act, Utah Code § 63G-2-101 et seq. ("GRAMA"). Accordingly, certain records within possession or control, including without limitation, this Agreement, may be subject to public disclosure; and both parties' confidentiality obligations shall be subject in all respects to compliance with GRAMA.
6. In performance of this Agreement both parties shall comply with all applicable federal, state, and local laws, codes, regulations, rules and orders. This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

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

USL Contact: Marie Erickson, merickson@utah.gov, 801-715-6756
 LIBRARY Contact: Nicole Perkins, nperkins@sanjuancounty.org, 435-678-2335

CONTRIBUTION CAPS OF PARTICIPATING LIBRARIES:

LIBRARY contributions will be calculated based on their circulation statistics for 2023. The amount per circ will be calculated as follows: **(Overall target consortium contribution - USL base contribution)/Total OverDrive circulation for 2023.** (\$800,000-\$150,000/6,120,843) This number will be multiplied by each library’s circulation for the previous calendar year to determine the library’s annual contribution amount.

There will be a cap on contribution amounts expected of libraries to ensure that contribution amounts do not get unmanageable due to extreme increases in circulation. The caps will be calculated based on a percentage of the library’s annual collection expenditures, as reported on their 2023 statistical report.

- Tier 1:** Libraries with 2023 collection expenditures under \$50,000, will contribute a dollar amount based on cost per circ (calculated as described above) up to **a maximum** of 5% of that amount to OverDrive.
- Tier 2:** Libraries with 2023 collection expenditures between \$50,000 and \$99,999 will contribute a dollar amount based on cost per circ (calculated as described above) up to **a maximum** of 10% of that amount to OverDrive.
- Tier 3:** Libraries with 2023 collection expenditures between \$100,000 and \$199,999 will contribute a dollar amount based on cost per circ (calculated as described above) up to **a maximum** of 15% of that amount to OverDrive.
- Tier 4:** Libraries with 2023 collection expenditures at or above \$200,000 will contribute a dollar amount based on cost per circ (calculated as described above) up to **a maximum** of 20% of that amount to OverDrive.

LIBRARY’S collection expenditures in 2023 was: **\$34,151**

LIBRARY’S OverDrive circulation in 2023 was: **21,379**

LIBRARY’S cap percentage contribution is 5% X 10% 15% 20%

LIBRARY’S 2025 CONTRIBUTION AMOUNT IS: \$1,708

Libraries with 2023 collection expenditures under \$25,000 ONLY, please indicate an option below:

- LIBRARY would like the USL to cover LIBRARY'S contribution amount **because it is unable to pay it** at this time. LIBRARY understands that in future years, if LIBRARY expenditures exceed \$25,000, LIBRARY will be responsible for paying its own contribution.
- LIBRARY has the resources to cover its contribution without assistance from the USL.

PURCHASING & INVOICING OF PARTICIPATING LIBRARIES:

All libraries will be invoiced **by OverDrive** (not the USL) for their membership contributions at the beginning of the fiscal year. Each library may choose to be invoiced in one of two ways. **Please indicate an option below:**

_____ **OPTION 1:** LIBRARY chooses one (1) invoice for LIBRARY'S contribution. LIBRARY does not wish to select shared content. All monies will be paid to the consortium account and will be used by the State Library for selecting and purchasing shared content.

*LIBRARY acknowledges that LIBRARY'S contribution will be used by the USL for the shared collection and will be **equally** accessible to ALL patrons.*

_____ **OPTION 2:** LIBRARY chooses two (2) invoices for LIBRARY'S contribution. LIBRARY chooses to select shared content.

Invoice 1: 75% of LIBRARY'S contribution will be paid to the consortium account and used by the State Library for selecting and purchasing content for the shared collection.

Invoice 2: 25% of LIBRARY'S contribution will be paid to LIBRARY'S Advantage account and will be used by LIBRARY for selecting and purchasing content for the shared collection.

LIBRARY acknowledges that 75% of LIBRARY'S contribution will be used by USL for the shared collection and content will be equally accessible to ALL patrons because they will be "owned" by the consortium and 25% of LIBRARY'S contribution will be used by LIBRARY for the shared collection, but owned by the advantage library.

REQUIRED SUPPORT AND LIBRARY INFORMATION

End user support email or support form URL* _____

*This should be a shared email at your library or a URL to a support form where OverDrive can refer your patrons who contact them about library card or pin number problems.

LIBRARY'S purchasing agents:

Name:

Email:

LIBRARY's MARC record/ILS integration (Please check one.)

___ My ILS integrates OverDrive MARC records in the library catalog.

___ My ILS does not integrate OverDrive MARC records in the library catalog.

Acknowledgements and Agreements of Participating Libraries

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

Acknowledgements and Agreements of Utah State Library (Consortium Leader)

- Agrees to pay the annual maintenance and platform fee to OverDrive, Inc.
- Agrees to purchase magazine subscription of 5,200+ titles.
- Agrees to dedicate a minimum of \$150,000 towards content for the shared Consortium collection.
- Agrees to cover the contribution amounts of any libraries with an annual collection expenditures amount of **less than \$25,000 if it is needed.**
- Agrees to act as system administrator for the OverDrive platform and project manager for the consortium.
- Agrees to provide training to member libraries as needed.
- Agrees to create and advise committees.
- Agrees to make MARC records available.
- Agrees to send weed lists as needed to member libraries.

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

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

UTAH STATE LIBRARY

Cara Rothman, Director

Date

Marie Erickson, Library Resources Program Manager

Date

SAN JUAN COUNTY LIBRARY

Nicole Perkins, Director

Date

SJC Library System Strategic Plan

2021-2023

Approved May 19, 2021

Mission

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

Vision

By embracing the cultural diversity of the county, the Library System envisions increased exposure in all areas, focusing on community needs and interests.

Goals

- Goal 1: Strengthen the Library System's future through sound fiscal practices
- Goal 2: Increase and enhance virtual presence where needed
- Goal 3: Expand community out-reach programming
- Goal 4: Improve Library Trustee skills
- Goal 5: Develop and utilize plan for spending of Grant monies
- Goal 6: Develop and utilize plan for Technology Development

Explanations of Goals

Goal 1: Strengthen the Library System's future through fiscally sound practices.

Objectives:

01.1 - Continue to make budget cuts where possible to be in alignment with contributions from county, state, and federal funding while maintaining quality services and collection development.

01.2 - Continue to focus on grant opportunities to cover additional needs or wants that current funding and budget does not cover.

01.3 - Continue working toward building the libraries capital improvement funds for future repairs, improvements, and possible expansion where needed.

Goal 2: Increase and enhance virtual presence.

Objectives:

02.1 - Continue to improve the Library website.

02.2 - Enhance Facebook pages to include links and partners.

02.3 - Add other library social media accounts such as Instagram, Pinterest and a Facebook page for Montezuma Creek.

Goal 3: Improve Public Relations, Library Advocacy, and Expand Community Outreach

Objectives:

03.1 - Increase interest of diverse groups by publicizing available library resources.

03.2 - Heighten community awareness of library resources by offering workshops and activities that educate community members in the use of library services/resources.

03.3 - Obtain a broader collection of items that will be of interest to diverse populations.

03.4 - Expand collections that fit the needs and wants of community members.

03.5 - Search out and invite community members to share skill sets and talents as volunteers through events and programming.

03.6 - Educate Library staff in the use of available library resources through classes and training offered by the State Library and webinars.

03.7 - Submit monthly library article to local newspapers

03.8 - Develop more partnerships with community businesses, schools and organizations.

03.9 - Expand presence in Montezuma Creek through youth programming.

Goal 4: Improve Library Trustee skills

Objectives:

04.1 - Assure Trustee Training requirements are fulfilled.

04.2 - Follow SJ County administrative protocols.

04.3 - Ask for and utilize feedback from library staff, county commissioners, and the public to improve service as Trustee.

Goal 5: Develop and utilize plan for spending Grant monies

Objectives:

05.1 - Assess needs of Library System, and determine which grants are appropriate to meet these needs.

05.2 - Research and write grants based on determined needs.

05.3 - Develop strategy for use of funds, based on requirements of the grant(s) received.

Goal 6: Develop and utilize plan for Technology Development

Objectives:

06.1 - Create plan to improve and expand technology needs to meet current and anticipated advancements and community needs.

06.2 - Ensure that budget plan supports determined needs.

06.3 - Search for grants to supplement funds as needed.

Strategic Plan and Technology Plan Notes

01-19-2024

Both Strategic and Technology plans can be 3 or 5 years but Utah State Library encourages 3 year due to how rapidly technology and the library world is changing.

Strategic plan should be #1 priority and extension deadline will end June 31st, 2024. Really need it and Technology plans for the Re-certification survey.

Strategic plan should be community driven. Technology plan is not.

Dan from Duschene would have sample Strategic and Technology plans that he might let me use as examples.

Training on these plans with Dan's input should be in Niche Academy soon.

I need to send Strategic and Technology Training notes from Heidi and expired strategic plan to Library Board and explain what we (Mikaela, Marjorie, and I) need from them.

Marjorie, Mikaela, and I need to meet and come up with a rough draft for Strategic Plan before March 21st Library Board meeting.

Utah Public Library Technology Checklist

Library		
Checklist Review Date		
Reviewer Team - Names	Name 1	Name 2
Reviewer Team - Signatures <i>Minimum of two people required; library director or branch manager and another.</i>	Signature 1	Signature 2

This category contains **basic library technology services** which are required under state standards for recertification. *Note: Standards #1, 4, 6, 7, & 9 were previously existing standalone requirements. Standards #2, 3, 5, & 8 are new additions and will not be enforced until 2024. Libraries not meeting these standards are encouraged to apply for the Technology Essentials & Enhancements Grant to ensure compliance by 2024.*

- If your library meets the requirement, put a checkmark (✓) in the green “No Action” box.
- If your library does not meet the requirement but can correct the issue, put a checkmark (✓) in the amber “Action” box and in “Comments” a brief description of action to be taken.
- If your library does not meet the requirement AND is unable to correct the issue, put a checkmark (✓) in the red “Urgent Action” box and in “Comments” a brief description of the roadblock.

Basic Requirements		No Action Green	Action Amber	Urgent Action Red	Comments
1	Public computers must be available at each library location.				
2	At least 50% of public computers allow user sessions with a minimum duration time of one-hour.				
3	At least 50% of public computers are less than 8 years old.				
4	The library offers public access to a functioning printer and scanner.				
5	Library staff are prepared to provide basic computer help to patrons.				
6	Internet connection speeds exceed 25/3 Mbps (download/upload) in all branch library locations.				
7	Wireless internet (wifi) is available				

	inside the library facility all hours the library is open.				
8	A copy of the library’s Internet & Online Acceptable Use Policy is available for review in all library locations.				

This category contains **best practices** which are likely to be relevant to a broad range of libraries. However, they are not required. Answers to this section do not impact recertification.

- If your library meets the best practice listed, put a checkmark (✓) in the green “No Action” box.
- If your library does not meet the listed best practice, put a checkmark (✓) in the amber “Action” box and in “Comments” a brief description of any actions to be taken.
- If your library does not meet the listed best practice AND is aware of an outstanding issue in this area, put a checkmark (✓) in the red “Urgent Action” box and in “Comments” a brief description of the issue.
- If your library does not meet the listed best practice and determines it is not possible or not relevant, write NA (Not Applicable) in the “Comments” box. This is acceptable for this section.

Suggested Best Practices		No Action Green	Action Amber	Urgent Action Red	Comments
9	If internet content filtering is in place, library staff are trained and have the ability to disable the filter at the request of a library patron who is not a minor to enable access for research or other lawful purposes.				
10	The library has appropriate policies or procedures in place to protect user data between public computer sessions.				
11	The library has procedures in place for non-library cardholder guests to use public computers.				
12	All public-facing library staff are prepared to provide basic computer help to patrons at any time the library is open.				
13	Wireless internet (wifi) is available outside the library in the parking lot or other library spaces.				

This category contains services which a library may choose to provide **above and beyond standard expectations**. Where relevant, the library is encouraged to consider these best practices. Answers to this section do not impact recertification.

- If your library provides the listed service and meets the best practice, put a checkmark (✓) in the green “No Action” box.
- If your library provides the listed service but does not meet the best practice, put a checkmark (✓) in the amber “Action” box and in “Comments” a brief description of any actions to be taken.
- If your library provides the listed service, does not meet the best practice, AND is aware of an outstanding issue in this area, put a checkmark (✓) in the red “Urgent Action” box and in “Comments” a brief description of the issue.
- If your library does not provide the listed service and does not intend to do so, write NA (Not Applicable) in the “Comments” box. This is acceptable for this section.

Future Focused Services		No Action Green	Action Amber	Urgent Action Red	Comments
14	The library uses appropriate measures to ensure library user privacy between public computer use sessions. This may include the use of hard drive protection, session management software, or another method.				
15	The library makes available equipment to facilitate access to telehealth, distance education, and virtual meetings.				
16	The library provides basic computer help and dedicated 1:1 computer help via digital navigators, tech mentors, or another program for digital literacy training.				
17	Wireless internet (wifi) is available outside the library in the parking lot or other library spaces 24/7.				
18	If makerspace equipment or supplies are provided, the library has in place appropriate policies and procedures to protect users from injury or misuse and the library from liability.				

Enrolled Copy

H.B. 284

PUBLIC LIBRARY BACKGROUND CHECK REQUIREMENTS

2023 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Dan N. Johnson

Senate Sponsor: Chris H. Wilson

LONG TITLE**General Description:**

This bill provides for criminal background checks of public library employees.

Highlighted Provisions:

This bill:

- ▶ defines terms;
- ▶ prohibits a public library from receiving state funds unless the library implements a policy providing for criminal background checks of prospective employees;
- ▶ provides for the scope, content, and dissemination of a library's criminal background check policy;
- ▶ provides for fiscal assistance to smaller counties and municipalities to conduct criminal background checks;
- ▶ requires the State Library Division to report annually to the Legislature regarding compliance with the criminal background check policy requirements; and
- ▶ makes technical and conforming changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

This bill provides a special effective date.

Utah Code Sections Affected:

AMENDS:

9-7-101, as last amended by Laws of Utah 2019, Chapter 221

9-7-216, as last amended by Laws of Utah 2004, Chapter 193

30 9-7-217, as last amended by Laws of Utah 2014, Chapter 371

31 ENACTS:

32 9-7-218, Utah Code Annotated 1953

33

34 *Be it enacted by the Legislature of the state of Utah:*

35 Section 1. Section 9-7-101 is amended to read:

36 **9-7-101. Definitions.**

37 As used in this chapter:

38 (1) "Board" means the State Library Board created in Section 9-7-204.

39 (2) "Division" means the State Library Division.

40 (3) "Internet policy" means the public library online access policy required in Section
41 9-7-215.

42 [~~3~~] (4) "Library board" means the library board of directors appointed locally as
43 authorized by Section 9-7-402 or 9-7-502 and which exercises general policy authority for
44 library services within a city or county of the state, regardless of the title by which the board is
45 known locally.

46 [~~4~~] (5) "Physical format" means a transportable medium in which analog or digital
47 information is published, such as print, microform, magnetic disk, or optical disk.

48 [~~5~~] "Policy" means the public library online access policy adopted by a library board
49 to meet the requirements of Section 9-7-215.]

50 (6) "Political subdivision" means a county, city, town, school district, public transit
51 district, redevelopment agency, or special improvement or taxing district.

52 (7) "State agency" means:

53 (a) the state; or

54 (b) an office, department, agency, authority, commission, board, institution, hospital,
55 college, university, or other instrumentality of the state.

56 (8) (a) "State publication" means a book, compilation, directory, document, contract or
57 grant report, hearing memorandum, journal, law, legislative bill, magazine, map, monograph,

58 order, ordinance, pamphlet, periodical, proceeding, public memorandum, resolution, register,
59 rule, report, statute, audiovisual material, electronic publication, micrographic form and tape or
60 disc recording regardless of format or method of reproduction, issued or published by a state
61 agency or political subdivision for distribution.

62 (b) "State publication" does not include correspondence, internal confidential
63 publications, office memoranda, university press publications, or publications of the state
64 historical society.

65 Section 2. Section **9-7-216** is amended to read:

66 **9-7-216. Process and content standards for Internet policy.**

67 (1) (a) Each library's Internet policy shall be developed under the direction of the
68 library board, adopted in an open meeting, and have an effective date.

69 (b) The library board shall review the policy at least every three years~~[-, and a footnote~~
70 ~~shall be added to the policy indicating the effective date of the last review].~~

71 ~~[(b)]~~ (c) (i) Notice of the availability of the policy shall be posted in a conspicuous
72 place within the library for all patrons to observe.

73 (ii) The library board may issue any other public notice [it] the library board considers
74 appropriate to inform the community about the policy.

75 (2) The Internet policy shall include the following information:

76 (a) ~~[state]~~ a statement indicating:

77 (i) that [it] the library restricts access to Internet or online sites that contain material
78 described in Section **9-7-215**; and

79 (ii) how the library board intends to meet the requirements of Section **9-7-215**;

80 (b) ~~[inform]~~ a statement informing patrons that administrative procedures and
81 guidelines for the staff to follow in enforcing the policy have been adopted and are available
82 for review at the library; ~~[and]~~

83 (c) ~~[inform]~~ a statement informing patrons that procedures for use by patrons and staff
84 to handle complaints about the policy, ~~[its]~~ the policy's enforcement, or about observed patron
85 behavior have been adopted and are available for review at the library~~[-]; and~~

86 (d) a footnote indicating the effective date of the last review of the policy under
87 Subsection (1)(b).

88 Section 3. Section 9-7-217 is amended to read:

89 **9-7-217. Reporting.**

90 The division shall submit a report to the department regarding the compliance of library
91 boards with the provisions of ~~[Section]~~ Sections 9-7-215 and 9-7-218 for inclusion in the
92 annual written report described in Section 9-1-208.

93 Section 4. Section 9-7-218 is enacted to read:

94 **9-7-218. Criminal background check policy required -- Scope and content --**
95 **Dissemination.**

96 (1) As used in this section:

97 (a) "Minor" means an individual who is under 18 years old.

98 (b) "Public library" means a library established under Section 9-7-402 or 9-7-501.

99 (c) "Qualifying position" means any paid or unpaid employment position with a public
100 library, including a volunteer position, that involves significant contact with minors, as
101 determined by the public library's library board.

102 (d) "Qualifying prospective employee" means an individual who:

103 (i) is 18 years old or older; and

104 (ii) applies for a qualifying position with a public library.

105 (2) State funds may not be provided to a public library unless the public library
106 implements a criminal background check policy that:

107 (a) meets the requirements of Subsection (3); and

108 (b) is adopted by:

109 (i) the library board in an open meeting; or

110 (ii) the county or city in which the public library is located.

111 (3) The criminal background check policy shall:

112 (a) identify each qualifying position with the public library;

113 (b) require each qualifying prospective employee to submit to a criminal background

114 check as a condition of employment in a qualifying position;
115 (c) establish procedures for:
116 (i) gathering, submitting, and reviewing criminal background checks for qualifying
117 prospective employees before making any offer of employment;
118 (ii) disqualifying a qualifying prospective employee from employment based on
119 information received as a result of a criminal background check; and
120 (iii) allowing a qualifying prospective employee to respond to information received as
121 a result of a criminal background check;
122 (d) ensure that a qualifying prospective employee who is disqualified from
123 employment because of information obtained through a criminal background check receives:
124 (i) written notice of the reasons for the disqualification; and
125 (ii) an opportunity to respond to the reasons following the procedures established under
126 Subsection (3)(c)(iii); and
127 (e) include an effective date that is stated in the criminal background check policy.
128 (4) (a) The criminal background check policy shall be distributed to qualifying
129 prospective employees and posted in a prominent location in the public library.
130 (b) A criminal background check policy adopted by a library board shall be reviewed
131 by the library board at least every three years.
132 (5) Within appropriations made by the Legislature for this purpose, the State Library
133 Board shall reimburse a county of the fourth, fifth, or sixth class, and a city of the fourth, fifth,
134 or sixth class, for the costs of conducting criminal background checks under this section.

135 **Section 5. Effective date.**
136 This bill takes effect on July 1, 2024.

Recruitment and Selection

600.1 PURPOSE AND SCOPE

This policy provides a framework for employee recruiting efforts and identifying job-related standards for the selection process. This policy supplements other county rules governing employment practices.

600.2 POLICY

In accordance with applicable federal, state, and local law, the County provides equal opportunities for applicants and employees, regardless of actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law. The County does not show partiality or grant any special status to any applicant, employee, or group of employees unless otherwise required by law.

The County will recruit and hire only those individuals who demonstrate a commitment to service and who possess the traits and characteristics that reflect personal integrity and high ethical standards.

It is the County's policy to comply with the Utah Employment Selection Procedures Act (UESPA) with regard to obtaining, using, and maintaining personal information of applicants for employment with the County.

600.3 RECRUITMENT

The Human Resources Department shall employ a comprehensive recruitment and selection strategy to recruit and select employees from a qualified and diverse pool of candidates.

The strategy should include:

- (a) Expanded use of technology and maintenance of a strong internet presence. This may include an interactive county website and the use of county-managed social networking sites, if resources permit.
- (b) Expanded outreach through partnerships with media, community groups, local colleges, universities, and the military.
- (c) Posting and outreach within the County for internal candidates, when applicable and/or required.
- (d) Use of local, state, or national professional organizations (e.g., National League of Cities, National Association of Counties, American Society for Public Administration).

The County should avoid advertising, recruiting, and screening practices that tend to stereotype, focus on homogeneous applicant pools, or screen applicants in a discriminatory manner.

The County strives to facilitate and expedite the interview and selection process, and should periodically inform candidates of their status in the recruiting process.

Recruitment and Selection

600.3.1 PROMOTIONS WITHIN A DEPARTMENT

Department Heads may desire to promote from within their respective departments before seeking employees from other County departments or the general public. Part-time, Temporary, and Stand-by Employees who have previously worked or are currently working for the County in the same or a similar position within the hiring department may be promoted or rehired without advertising the position so long as the employee hired meets the minimum requirements of the position to be filled.

600.3.2 OPEN POSITIONS

Where a position has not been filled from within a department as described above and the Department Head of the particular department so desires, the County may advertise the availability of employment internally to all County employees for one week prior to advertisement to the public. If the Department Head is unable to fill the position with a suitably qualified applicant from another County department or believes in his or her discretion that additional advertising would be beneficial, the availability of employment shall be advertised to the general public.

600.3.3 SALARY UPON TRANSFER

If an employee is promoted within or rehired into a department or is hired from another department as described above and the salary in to which he or she transfers has lesser salary and/or benefits, the employee is obligated to accept the lesser salary and/or benefits of the new position.

600.4 SELECTION PROCESS

The County should actively strive to identify a diverse group of candidates who have in some manner distinguished themselves as being outstanding prospects. The County shall employ a comprehensive screening, background investigation, and selection process that assesses the candidates' aptitude for the position and includes review and verification of the following:

- (a) A comprehensive application for employment (including previous employment, references, current and prior addresses, education, and military record)
- (b) Driving record (if applicable to the position)
- (c) Reference checks
- (d) Employment eligibility, including U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form I-9 and acceptable identity and employment authorization documents. This required documentation should not be requested until a candidate is hired. This does not prohibit obtaining documents required for other purposes
- (e) Local, state, and federal criminal history record checks
- (f) Medical and/or psychological examination, as applicable and legally permissible (may only be given after a conditional offer of employment)
- (g) All sworn peace officers will be required to submit to and pass a psychological evaluation as a condition to appointment as a peace officer. The evaluation and/or

Recruitment and Selection

examination shall be conducted by a provider selected by the Sheriff's Office. An exception to this requirement may be made at the sole discretion of the Sheriff for applicants:

1. Who are currently employed on a full-time basis for any other Law Enforcement Agency for which there was a full-time personnel/human resource department and
 2. Where the applicant has received a satisfactory background check.
- (h) Review board or selection committee assessment - The primary decision on employee selection belongs to the Department Head and/or Elected Official; however, the Human Resources Director has the right to veto a selection only if the Human Resources Director determines that the selection will violate law or policy. In such a circumstance, the Board of County Commissioners shall make the final hiring decision in departments not headed by an Elected Official.
- (i) The Human Resources Director may request to be present at all hiring interviews and the County Commission reserves the right to be present at any interview.

600.4.1 VETERAN PREFERENCE

The County will provide any veteran preference required by law.

600.5 BACKGROUND INVESTIGATION

Every candidate shall undergo a background investigation to verify the candidate's application information and ability to perform duties relevant to the position.

600.5.1 NOTICES

Background investigators should ensure that investigations are conducted and notices provided in accordance with the requirements of the FCRA and applicable state law (15 USC § 1681d).

600.5.2 REVIEW OF SOCIAL MEDIA SITES

Due to the potential for accessing unsubstantiated, private, or protected information, the County should not require candidates to provide passwords, account information, or access to password-protected social media accounts.

The County Commission or the authorized designee should ensure that potentially impermissible information is not available to any person involved in the candidate selection process.

600.5.3 RECORDS RETENTION

The County will maintain this Recruitment and Selection Policy and will make it available for review to an applicant immediately upon request by such Applicant, including before Duchesne County obtains or Applicant provides Applicant's Personal Information.

If the County does not employ the Applicant, it will not retain Applicant's Personal Information for more than two years after the date on which Applicant provides the information to the County as part of the application process.

Recruitment and Selection

The background report and all supporting documentation should be maintained in accordance with the established records retention schedule.

600.6 EMPLOYMENT STANDARDS

All candidates shall meet any minimum standards required by state and local law. Candidates will be evaluated based on merit, ability, competence, and experience, in accordance with the high standards of integrity and ethics valued by the County and the community.

Validated, job-related, and nondiscriminatory employment standards should be established and maintained for each job classification and should minimally identify the training, abilities, knowledge, and skills required to perform the position's essential duties in a satisfactory manner. Each standard should include performance indicators for candidate evaluation.

600.7 JOB DESCRIPTIONS

The Human Resource Department should maintain a current job description for each position in the County.

600.8 PROBATIONARY PERIODS

The **Human Resource Director** should coordinate with supervisors to identify positions subject to a probationary period procedures for:

- (a) Appraising performance during probation.
- (b) Assessing the level of performance required to complete probation.
- (c) Extending probation.
- (d) Documenting successful or unsuccessful completion of probation.

San Juan County
Expenditure Summary - Libraries
72 Library Fund - 01/01/2024 to 05/31/2024
41.67% of the fiscal year has expired

	May Actual	2024 Year-to-Date Actual	2024 Budget	Unexpended	% Used
Change In Net Position					
Expenditures:					
Parks, Recreation, and Public Property					
Library					
Monticello Library Building					
4167110 Salaries and Wages	2,870.88	17,892.97	29,180.00	11,287.03	61.32%
4167111 Overtime and Comp	1.79	23.29	0.00	(23.29)	0.00%
4167131 FICA Expense	215.45	1,319.60	2,060.00	740.40	64.06%
4167132 Retirement Benefits	326.72	2,160.39	5,940.00	3,779.61	36.37%
4167134 Health Insurance	72.44	144.88	4,330.00	4,185.12	3.35%
4167251 Gas, Oil and Grease	111.95	294.95	0.00	(294.95)	0.00%
4167260 Buildings and Grounds	313.00	727.32	3,000.00	2,272.68	24.24%
4167270 Utilities	727.35	4,421.44	10,000.00	5,578.56	44.21%
4167310 Professional and Technical	235.62	342.48	1,000.00	657.52	34.25%
Total Monticello Library Building	4,875.20	27,327.32	55,510.00	28,182.68	49.23%
Blanding Library Building					
4168110 Salaries and Wages	5,776.74	31,033.01	42,116.00	11,082.99	73.68%
4168111 Overtime and Comp	1.79	23.29	0.00	(23.29)	0.00%
4168131 FICA Expense	438.14	2,332.60	3,060.00	727.40	76.23%
4168132 Retirement Benefits	221.89	1,317.72	3,265.00	1,947.28	40.36%
4168134 Health Insurance	0.00	0.00	4,280.00	4,280.00	0.00%
4168260 Buildings and Grounds	309.64	1,717.38	3,000.00	1,282.62	57.25%
4168270 Utilities	710.64	3,439.69	8,500.00	5,060.31	40.47%
4168310 Professional and Technical	315.63	422.52	1,000.00	577.48	42.25%
Total Blanding Library Building	7,774.47	40,286.21	65,221.00	24,934.79	61.77%
Satellite Buildings					
4169110 Salaries and Wages	530.83	2,991.07	8,005.00	5,013.93	37.37%
4169111 Overtime and Comp	1.79	17.69	0.00	(17.69)	0.00%
4169131 FICA Expense	39.57	217.34	545.00	327.66	39.88%
4169132 Retirement Benefits	95.46	566.33	1,375.00	808.67	41.19%
4169134 Health Insurance	0.00	0.00	1,540.00	1,540.00	0.00%
4169310 Professional and Technical	23.75	95.00	400.00	305.00	23.75%
Total Satellite Buildings	691.40	3,887.43	11,865.00	7,977.57	32.76%
Library Board					
4580620 Miscellaneous Services	1,050.00	1,050.00	2,500.00	1,450.00	42.00%
Total Library Board	1,050.00	1,050.00	2,500.00	1,450.00	42.00%
San Juan County Library System					
4581110 Salaries and Wages	17,657.75	99,095.57	368,570.00	269,474.43	26.89%
4581111 Overtime and Comp	0.00	69.83	0.00	(69.83)	0.00%
4581131 FICA Expense	1,319.95	7,258.18	27,962.00	20,703.82	25.96%
4581132 Retirement Benefits	1,846.35	15,345.82	31,453.00	16,107.18	48.79%
4581133 HSA Contribution	181.04	1,810.08	0.00	(1,810.08)	0.00%
4581134 Health Insurance	2,556.56	20,347.40	45,610.00	25,262.60	44.61%
4581140 Other Employee Benefits	25.39	526.25	1,538.00	1,011.75	34.22%
4581210 Subscriptions and Memberships	0.00	821.55	916.00	94.45	89.69%
4581220 Public Notices	0.00	211.38	624.00	412.62	33.88%
4581230 Travel Expense	0.00	34.84	2,020.00	1,985.16	1.72%
4581240 Office Expense	0.00	1,457.32	5,250.00	3,792.68	27.76%
4581241 Postage	0.00	0.00	500.00	500.00	0.00%
4581242 Software Maintenance	0.00	934.00	3,976.00	3,042.00	23.49%
4581250 Computer Maintenance/Supplies	0.00	1,238.08	5,200.00	3,961.92	23.81%
4581251 Gas, Oil and Grease	0.00	0.00	2,650.00	2,650.00	0.00%
4581280 Telephone	0.00	391.83	2,880.00	2,488.17	13.61%
4581330 Employee Education	0.00	0.00	625.00	625.00	0.00%
4581480 Collection Development	0.00	8,210.49	24,510.00	16,299.51	33.50%
4581610 Miscellaneous Supplies/Service	40.00	125.00	975.00	850.00	12.82%
4581620 Special Programs	47.06	496.91	3,680.00	3,183.09	13.50%
4581740 Equipment Purchases	0.00	0.00	5,850.00	5,850.00	0.00%
4581910 Transfers to Other Funds	0.00	0.00	9,180.00	9,180.00	0.00%
4581915 Transfers to Other Units - State	165.00	8,025.00	0.00	(8,025.00)	0.00%
4581920 Grant Expenses	50.47	1,896.71	14,743.00	12,846.29	12.87%
Total San Juan County Library System	23,889.57	168,296.24	558,712.00	390,415.76	30.12%
Total Library	38,280.64	240,847.20	693,808.00	452,960.80	34.71%

San Juan County
Expenditure Summary - Libraries
72 Library Fund - 01/01/2024 to 05/31/2024
41.67% of the fiscal year has expired

	May	2024	2024	Unexpended	%
	Actual	Year-to-Date	Budget		Used
Total Parks, Recreation, and Public Property	38,280.64	240,847.20	693,808.00	452,960.80	34.71%
Total Expenditures:	38,280.64	240,847.20	693,808.00	452,960.80	34.71%
Total Change In Net Position	(38,280.64)	(240,847.20)	(693,808.00)	(452,960.80)	34.71%

San Juan County
Financial Statement - Library Financials
01/01/2024 to 05/31/2024
41.67% of the fiscal year has expired

	<u>May Actual</u>	<u>2024 Year-to-Date Actual</u>
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
72.1110000 General Checking - Combined - Library	(2,979.09)	(103,342.88)
72.1112000 Zions - Payroll	(36,516.73)	(36,516.73)
72.1162000 PTIF 897 General - Library	0.00	414,925.10
72.1175000 Undeposited Receipts	(278.91)	51.00
Total Cash and cash equivalents	<u>(39,774.73)</u>	<u>275,116.49</u>
Total Current Assets	<u>(39,774.73)</u>	<u>275,116.49</u>
Total Assets:	<u>(39,774.73)</u>	<u>275,116.49</u>
Liabilites and Fund Equity:		
Equity - Paid In / Contributed		
72.2951000 Fund Balance - Unappropriated	(37,438.53)	394,483.26
72.2961000 Fund Balance - Appropriated	0.00	(89,450.00)
Total Equity - Paid In / Contributed	<u>(37,438.53)</u>	<u>305,033.26</u>
Total Liabilites and Fund Equity:	<u>(37,438.53)</u>	<u>305,033.26</u>
Total Net Position	<u>(2,336.20)</u>	<u>(29,916.77)</u>

San Juan County
Financial Statement - Library Financials
01/01/2024 to 05/31/2024
41.67% of the fiscal year has expired

	May Actual	2024 Year-to-Date Actual	2024 Budget	Unearned/ Unused	% Earned/ Used
Change In Net Position					
Revenue:					
Taxes					
72.3110000 Property Taxes	0.00	0.00	419,000.00	419,000.00	0.00%
Total Taxes	0.00	0.00	419,000.00	419,000.00	0.00%
Intergovernmental revenue					
72.3310000 Other Federal Grants	0.00	3,295.84	7,743.00	4,447.16	42.57%
72.3340000 Other State Grants	0.00	7,018.00	7,000.00	(18.00)	100.26%
Total Intergovernmental revenue	0.00	10,313.84	14,743.00	4,429.16	69.96%
Charges for services					
72.3413000 Library Fees	218.75	1,047.61	390.00	(657.61)	268.62%
72.3415000 Sale of Maps/Publications	49.00	1,018.18	2,100.00	1,081.82	48.48%
72.3495000 Copier	199.47	2,038.94	5,000.00	2,961.06	40.78%
Total Charges for services	467.22	4,104.73	7,490.00	3,385.27	54.80%
Fines and forfeitures					
72.3500000 Fines and Forfeitures	0.00	0.00	70.00	70.00	0.00%
72.3512000 Library Fines	110.84	211.26	80.00	(131.26)	264.08%
Total Fines and forfeitures	110.84	211.26	150.00	(61.26)	140.84%
Interest					
72.3610000 Interest Earnings	0.00	5,565.11	19,000.00	13,434.89	29.29%
Total Interest	0.00	5,565.11	19,000.00	13,434.89	29.29%
Miscellaneous revenue					
72.3620000 Rents and Concessions	211.49	630.78	1,000.00	369.22	63.08%
Total Miscellaneous revenue	211.49	630.78	1,000.00	369.22	63.08%
Contributions and transfers					
72.3825000 Transfers from General Fund	0.00	0.00	231,225.00	231,225.00	0.00%
72.3830000 Contributions Private	52.56	1,278.98	1,200.00	(78.98)	106.58%
Total Contributions and transfers	52.56	1,278.98	232,425.00	231,146.02	0.55%
Total Revenue:	842.11	22,104.70	693,808.00	671,703.30	3.19%
Expenditures:					
Parks, Recreation, and Public Property					
Library					
Monticello Library Building					
72.4167110 Salaries and Wages	2,870.88	17,892.97	29,180.00	11,287.03	61.32%
72.4167111 Overtime and Comp	1.79	23.29	0.00	(23.29)	0.00%
72.4167131 FICA Expense	215.45	1,319.60	2,060.00	740.40	64.06%
72.4167132 Retirement Benefits	326.72	2,160.39	5,940.00	3,779.61	36.37%
72.4167134 Health Insurance	72.44	144.88	4,330.00	4,185.12	3.35%
72.4167251 Gas, Oil and Grease	111.95	294.95	0.00	(294.95)	0.00%
72.4167260 Buildings and Grounds	313.00	727.32	3,000.00	2,272.68	24.24%
72.4167270 Utilities	727.35	4,421.44	10,000.00	5,578.56	44.21%
72.4167310 Professional and Technical	235.62	342.48	1,000.00	657.52	34.25%
Total Monticello Library Building	4,875.20	27,327.32	55,510.00	28,182.68	49.23%
Blanding Library Building					
72.4168110 Salaries and Wages	5,776.74	31,033.01	42,116.00	11,082.99	73.68%
72.4168111 Overtime and Comp	1.79	23.29	0.00	(23.29)	0.00%
72.4168131 FICA Expense	438.14	2,332.60	3,060.00	727.40	76.23%
72.4168132 Retirement Benefits	221.89	1,317.72	3,265.00	1,947.28	40.36%
72.4168134 Health Insurance	0.00	0.00	4,280.00	4,280.00	0.00%
72.4168260 Buildings and Grounds	309.64	1,717.38	3,000.00	1,282.62	57.25%
72.4168270 Utilities	710.64	3,439.69	8,500.00	5,060.31	40.47%
72.4168310 Professional and Technical	315.63	422.52	1,000.00	577.48	42.25%
Total Blanding Library Building	7,774.47	40,286.21	65,221.00	24,934.79	61.77%
Satellite Buildings					
72.4169110 Salaries and Wages	530.83	2,991.07	8,005.00	5,013.93	37.37%
72.4169111 Overtime and Comp	1.79	17.69	0.00	(17.69)	0.00%
72.4169131 FICA Expense	39.57	217.34	545.00	327.66	39.88%
72.4169132 Retirement Benefits	95.46	566.33	1,375.00	808.67	41.19%
72.4169134 Health Insurance	0.00	0.00	1,540.00	1,540.00	0.00%
72.4169310 Professional and Technical	23.75	95.00	400.00	305.00	23.75%
Total Satellite Buildings	691.40	3,887.43	11,865.00	7,977.57	32.76%

San Juan County
Financial Statement - Library Financials
01/01/2024 to 05/31/2024
41.67% of the fiscal year has expired

	May Actual	2024 Year-to-Date Actual	2024 Budget	Unearned/ Unused	% Earned/ Used
Library Board					
72.4580620 Miscellaneous Services	1,050.00	1,050.00	2,500.00	1,450.00	42.00%
Total Library Board	1,050.00	1,050.00	2,500.00	1,450.00	42.00%
San Juan County Library System					
72.4581110 Salaries and Wages	17,657.75	99,095.57	368,570.00	269,474.43	26.89%
72.4581111 Overtime and Comp	0.00	69.83	0.00	(69.83)	0.00%
72.4581131 FICA Expense	1,319.95	7,258.18	27,962.00	20,703.82	25.96%
72.4581132 Retirement Benefits	1,846.35	15,345.82	31,453.00	16,107.18	48.79%
72.4581133 HSA Contribution	181.04	1,810.08	0.00	(1,810.08)	0.00%
72.4581134 Health Insurance	2,556.56	20,347.40	45,610.00	25,262.60	44.61%
72.4581140 Other Employee Benefits	25.39	526.25	1,538.00	1,011.75	34.22%
72.4581210 Subscriptions and Memberships	0.00	821.55	916.00	94.45	89.69%
72.4581220 Public Notices	0.00	211.38	624.00	412.62	33.88%
72.4581230 Travel Expense	0.00	34.84	2,020.00	1,985.16	1.72%
72.4581240 Office Expense	0.00	1,457.32	5,250.00	3,792.68	27.76%
72.4581241 Postage	0.00	0.00	500.00	500.00	0.00%
72.4581242 Software Maintenance	0.00	934.00	3,976.00	3,042.00	23.49%
72.4581250 Computer Maintenance/Supplies	0.00	1,238.08	5,200.00	3,961.92	23.81%
72.4581251 Gas, Oil and Grease	0.00	0.00	2,650.00	2,650.00	0.00%
72.4581280 Telephone	0.00	391.83	2,880.00	2,488.17	13.61%
72.4581330 Employee Education	0.00	0.00	625.00	625.00	0.00%
72.4581480 Collection Development	0.00	8,210.49	24,510.00	16,299.51	33.50%
72.4581610 Miscellaneous Supplies/Service	40.00	125.00	975.00	850.00	12.82%
72.4581620 Special Programs	47.06	496.91	3,680.00	3,183.09	13.50%
72.4581740 Equipment Purchases	0.00	0.00	5,850.00	5,850.00	0.00%
72.4581910 Transfers to Other Funds	0.00	0.00	9,180.00	9,180.00	0.00%
72.4581915 Transfers to Other Units - State	165.00	8,025.00	0.00	(8,025.00)	0.00%
72.4581920 Grant Expenses	50.47	1,896.71	14,743.00	12,846.29	12.87%
Total San Juan County Library System	23,889.57	168,296.24	558,712.00	390,415.76	30.12%
Total Library	38,280.64	240,847.20	693,808.00	452,960.80	34.71%
Total Parks, Recreation, and Public Property	38,280.64	240,847.20	693,808.00	452,960.80	34.71%
Total Expenditures:	38,280.64	240,847.20	693,808.00	452,960.80	34.71%
Total Change In Net Position	(37,438.53)	(218,742.50)	0.00	218,742.50	0.00%

Monticello Library

Some of our summer activities...

Family FUN DAY **FREE LIBRARY EVENT**

READING PROGRAM ACTIVITIES
Monticello Rocks

MONTICELLO LIBRARY - June 13 | 1:00

Family FUN DAY **FREE LIBRARY EVENT**

READING PROGRAM ACTIVITIES
The Modern Pop Art Experience

Workshop - June 17th

Blanding 11 AM **Monticello 1 PM**

READING PROGRAM ACTIVITIES
Splatter Painting Hats

MONTICELLO LIBRARY - July 11 | 1:00

Family FUN DAY **FREE LIBRARY EVENT**

PUPPET SHOW

Rumpelstiltskin on June 6th

Blanding 11 AM **Monticello 2 PM**

READING PROGRAM ACTIVITIES
Adventure Crafts

MONTICELLO LIBRARY - June 27

Family FUN DAY

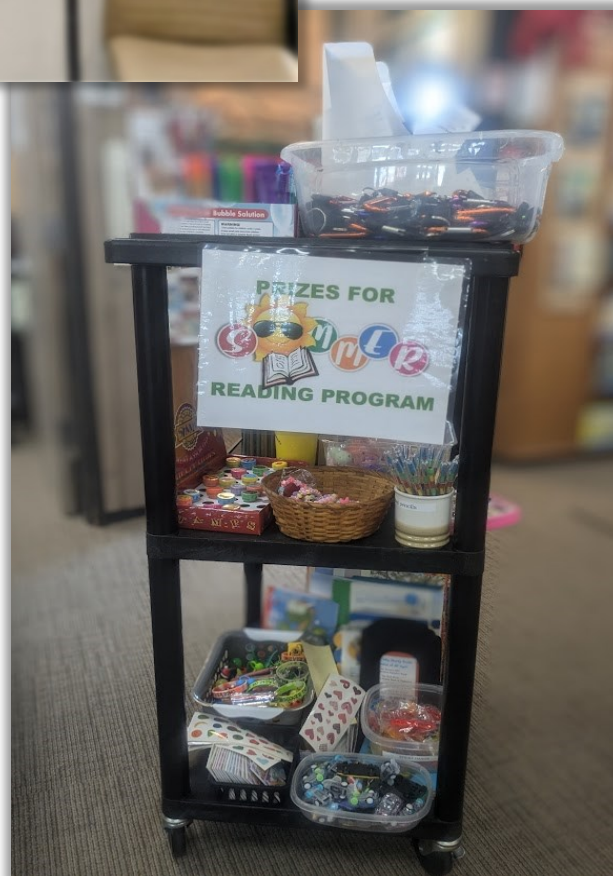
FREE EVENT
Scales & Tails

Monticello Library

Some of our summer displays...



LEFT: Our summer reading tracking chart
BELOW LEFT: Our summer reading prize cart
BELOW RIGHT: Our Children & Teen Book Enhancement Grant display



Monticello Library

Partnerships and outreach...

Prevention Specialist Jamy Bailey will be sharing a booth with the Monticello Library at the Teddy Bear Clinic August 8th. We are providing take and make kits that include a 3D foldable house or van or coloring page along with a set of crayons and a bookmark of our usual activities which includes a QR code to our website.



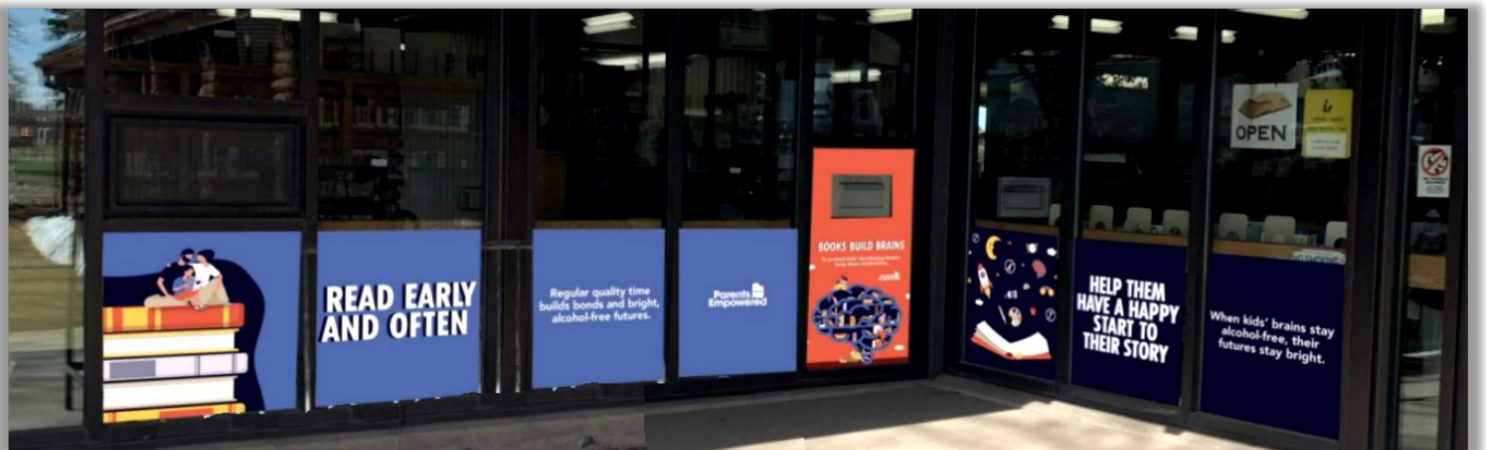
Garden Class




THE CENTER FOR AMERICAN LEGACY STUDIES

REGENERATIVE GARDENING
The Latest Science in Home Gardening Practices
How to Grow All the Food Your Family Will Need Now and in Hard Times
Bringing Food Security to San Juan County

Shannon Brooks is teaching a four part Gardening Class this month at the Monticello Library



Prevention Specialist Jamy Bailey contacted me about a Parents Empowered and they have provided some beautiful signage promoting early literacy.