



LIBRARY BOARD MEETING ON INTER-LOCAL AGREEMENT AMENDMENTS

**Blanding Library / Virtual: meet.google.com/gxi-xxkp-toa
October 06, 2022 at 5:30 PM**

AGENDA

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT

BUSINESS/ACTION

1. San Juan County Library, Presented by Nicole Perkins, County Library Director

LIBRARY DIRECTOR REPORT

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



STAFF REPORT

MEETING DATE: October 6, 2022
 San Juan County Library, Presented by Nicole Perkins, County Library
ITEM TITLE, PRESENTER: Director
RECOMMENDATION: See New Proposed San Juan County Amendments

SUMMARY

This meeting is to discuss and approve or disapprove of amended agreements between Grand County and San Juan County Libraries.

Attached Inter-Local Agreement Amendments

- Original Agreement
- Proposed Grand County Amendments
- Proposed San Juan County Amendments

The Grand County Library amendment removes providing names and addresses of those being served in the Spanish Valley area with an area code of 84532 due to privacy concerns.

I am opposed to this amendment as I do not believe it violates privacy laws because:

- Our library funding is being used to help provide service for those patrons and this is the same information we require for all of our other patrons
- It is one library entity sending another library entity patron information about patrons that reside in our counties legal boundaries
- Grand County can have a disclaimer when Spanish Valley patrons sign up that explains about sharing the patron's information if needed for legal purposes
- This information will be vital for future planning purposes
- This information would be handled in the same way we handle all our patrons whose addresses, phone numbers, and even driver's license numbers we have on file.

Also, I would like to discuss an amendment proposal that I would like in the contract changing it from a three year to a one year contract and would like to discuss my reasoning as to why during a board meeting.

Inter-local Agreement between
Grand County Library and San Juan County Library
To Provide Library Service to San Juan County Residents with 84532 Zip Codes

This agreement is entered into this _____ day of _____, ____22 by and between the Grand County Library (GCL), and the San Juan County Library (SJCL).

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

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

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

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

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

1. **Purpose.** The purpose of this Agreement is to establish an agreement to provide library services to San Juan County residents with Moab zip codes.
2. **Term.** The term of this Agreement shall be from January 1, 2023 to December 31, 2025 and can be renewed for another 3 years during the final year of the contract if both parties are in agreement.
3. **Specific Provisions.** San Juan County residents with Moab zip codes may obtain a library card from GCL without payment of any non-resident fees under the following conditions:
 - a. They can provide GCL proof of residence in an area of San Juan County with a Moab zip code.
 - b. SJCL pays GCL a yearly fee of \$6000 to be received before January, 31st for that year.
 - c. GCL will begin tracking and reporting annually to SJCL all new 84532 zip code patrons and make a good faith effort to add current 84532 patrons as they use their GCL library cards. The reporting would include names and addresses of 84532 library patrons.
4. **Review.** The Directors of GCL and SJCL will review this Agreement and will submit a final report to their respective Board of Directors and County Commissioners prior to December 31, 2023.
5. **Liability.** Each library system shall, at all times, be solely responsible for the acts, or the failure to act, of its personnel that occurs or arises in any way out of the performance of this Agreement by its personnel only; and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and

damages, including cost of defense, incurred as result of any acts or omissions of the library's personnel relating to the performance of this Agreement.

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

GRAND COUNTY LIBRARY BOARD CHAIR

SAN JUAN COUNTY LIBRARY BOARD CHAIR

x _____

x _____

DATE: _____

DATE: _____

GRAND COUNTY COMMISSIONER

SAN JUAN COUNTY COMMISSIONER

x _____

x _____

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GRAND COUNTY COMMISSIONER

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x _____

x _____

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