

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 __1st____ day of __November____, __2022 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 an accounting of all new 84532 zip code patrons and make a good faith effort to add current 84532 patrons as they use their GCL library cards. In their annual report, GCL will also make a good faith effort to include as detailed a geographic breakdown of 84532 patrons' residences as possible, such as by census-designated place or census block.
4. **Review.** The Directors of GCL and SJCL will review this Agreement and will submit a yearly report to their respective Board of Directors and County Commissioners prior to December 31st, each year the contract is in effect.
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. **Release Clause.** After FY 2023, San Juan County may terminate this contract without penalty or repercussions if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider.
11. **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

☒ Jenna Woodbury

DATE: 11/2/2022

SAN JUAN COUNTY LIBRARY BOARD CHAIR

☒ Ramona Chamberlain

DATE: 11/2/2022

GRAND COUNTY COMMISSIONER

☒ [Signature]

DATE: 11/2/2022

SAN JUAN COUNTY COMMISSIONER

☒ _____

DATE: _____