

2025 Inter-Local Agreement Option AA

Inter-local Agreement between Grand County Library and San Juan County Library
to ~~Provide~~ **assist in providing** Library Service to San Juan County Residents with 84532 Zip Codes

This agreement is entered into this 1st day of ~~November~~, **2022-2025** 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; and 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 **assist in providing** ~~provide~~ library services to San Juan County residents with Moab zip codes **by offsetting any fees GCL issues to 84532 San Juan County residents for a non-resident GCL card.** These services will include access to the GCL online digital library including but not exclusively, the Beehive Library Consortium/Libby collection. **84532 San Juan County resident may still obtain and use a San Juan County library card but will not be given access to Libby/Beehive Library Consortium content through a San Juan County library account.**

2. Term. The term of this Agreement shall be from January 1, ~~2023~~ **2026** to December 31, **2025** and can be renewed for another _____ years during the final year of the contract if both parties are in agreement. **Vouchers that are issued will need to be renewed at a San Juan County Library branch at the end of this contract period.**

3. Specific Provisions. San Juan County residents with Moab zip codes may obtain a library card from GCL **by providing a voucher which the 84532-zip code resident has obtained from a San Juan County library branch and paying any additional fees GCL establishes for 84532 zip code residents** ~~without payment of any non-resident fees~~ under the following conditions:

a. They can provide ~~GCL San Juan County~~ proof of residence in an area of San Juan County with a Moab zip code. **Types of proof accepted would be a document showing the patron resides within San Juan County with a Moab zip code – such as property tax assessment, utility bill, lease or long-term rental agreement showing physical address and name of applicant. A Utah State issued ID will also be required.**

b. SJCL pays GCL a yearly fee of ~~\$6000~~ _____ to be received before January, 31st for each year of contract period. **This annual fee covers households that reside within the 84532-zip code.**

c. GCL will begin tracking and reporting ~~annually~~ **quarterly** to SJCL ~~an accounting of all new 84532-zip code patrons~~ **the specific voucher numbers issued by San Juan County library system that have been claimed ie paid the remaining non-resident GCL fee to obtain a GCL card, 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~~ amended 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, ~~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 20232026, 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

SAN JUAN COUNTY LIBRARY BOARD CHAIR

x _____ x _____

DATE: _____ DATE: _____

GRAND COUNTY COMMISSIONER

SAN JUAN COUNTY COMMISSIONER

x _____ x _____

DATE: _____ DATE: _____