

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Special Use Permit

Name of Use: Operation of a Public Library

Date Permit Reviewed: 12/11/2013
Expires: 12/11/2018

Long Term X

Short Term

Permit # IMR-GRCA-6000-3379
Region Park Type No. #

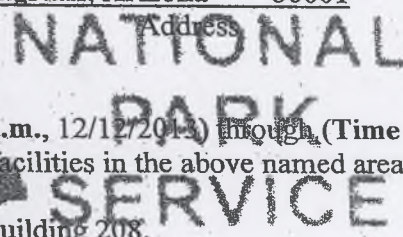
Grand Canyon National Park
Name of Area

Coconino County 219 East Cherry Street Flagstaff, Arizona 86001

Name of Permittee

Address

Phone 928-779-7859



is hereby authorized during the period from (Time 12:01 a.m., 12/12/2013) through (Time 11:59 p.m., 12/12/2018), to use the following described land or facilities in the above named area:

The North side of the Old Grand Canyon School House, Building 208.

For the purpose(s) of: Providing library services within Grand Canyon National Park.

This permit shall be in effect for one five (5) year term and will be automatically renewed for one additional five (5) year term unless one party provides to the other party written notice of its intention to not renew this permit at least sixty (60) days prior to the date of expiration of this permit. In the event that one party provides such written notice of its intention to not renew, the parties agree that they shall meet within ten (10) business days of the date of the notice to determine whether renewal can be negotiated upon terms satisfactory to each party. This permit may be extended by additional successive five (5) year terms upon the written agreement of the parties.

Authorizing legislation or other authority (RE-DO-33) NPS Management Policies 2006, § 9.4.3.2;

NEPA Compliance: CATEGORICALLY EXCLUDED XX EAT/ONSI EIS OTHER APPROVED PLANS

PERFORMANCE BOND: Required Not Required XX Amount \$

LIABILITY INSURANCE OR SELF-INSURANCE PROVIDED THROUGH THE ARIZONA SCHOOL RISK RETENTION TRUST OR ANY SUCCESSOR PROGRAM DEEMED TO BE ADEQUATE BY THE PERMITTEE: Required XX Not Required Amount \$1,000,000 per occurrence; \$3,000,000 aggregate

ISSUANCE of this permit is subject to the conditions attached hereto and appended pages and when appropriate to the payment to the U.S. Dept. of the Interior, National Park Service of the sum of \$ -0-

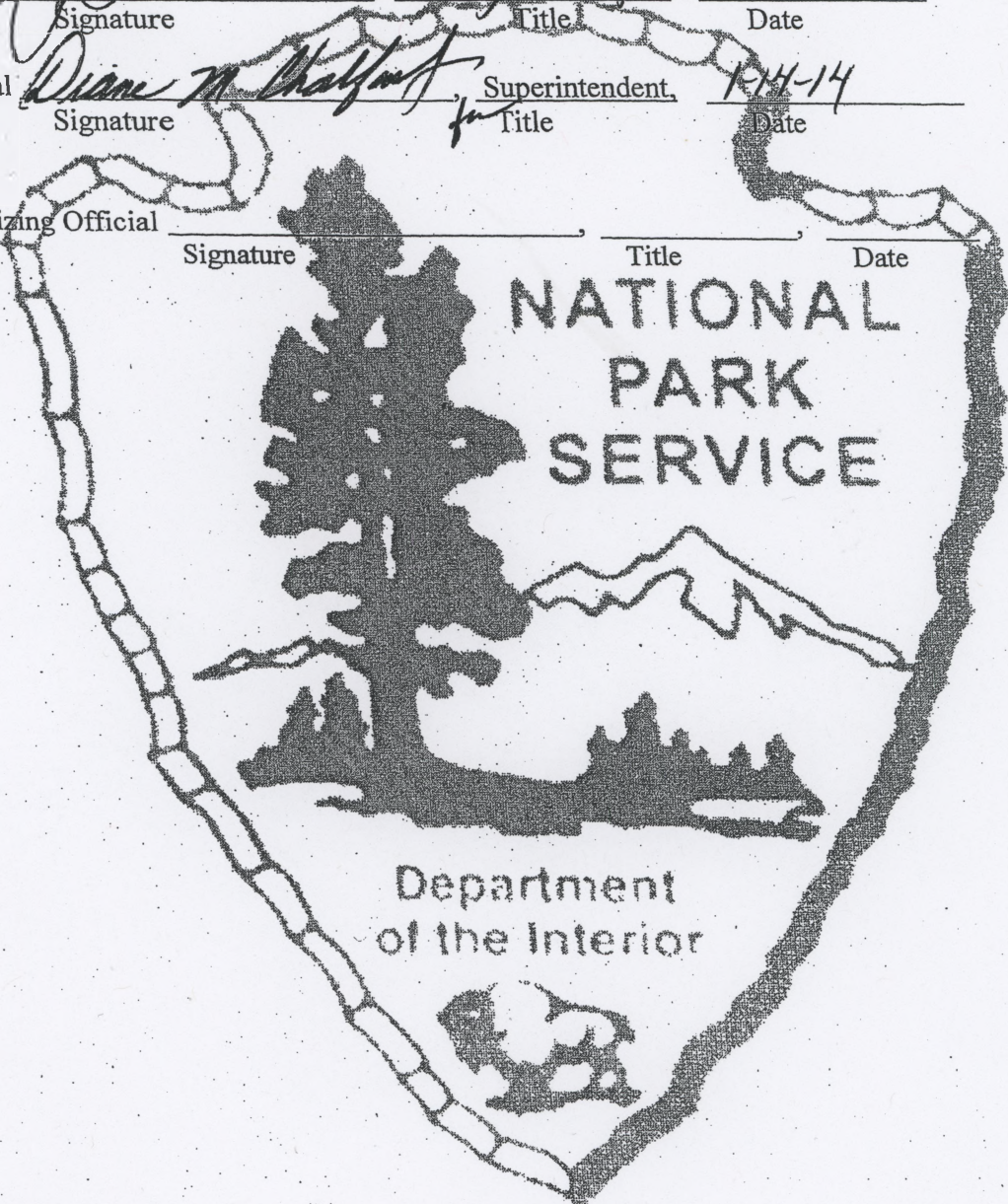
The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

Cynthia Seelhammer, ICMA-CM
Cocoma

PERMITTEE *[Signature]* *County manager,* *1-10-14*
Signature Title Date

Authorizing Official *Diane M. Wolfert* *Superintendent,* *1-14-14*
Signature Title Date

Additional Authorizing Official (if Required) _____
Signature Title Date



CONDITIONS OF THIS PERMIT

1. The permittee shall exercise this privilege subject to the supervision of the superintendent and shall comply with all applicable laws and regulations of the area.
2. Damages - The permittee shall pay the United States for any damage to property of the United States resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.
3. Benefit - Neither members of, nor delegates to Congress, or resident commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefits to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.
4. Assignment - This permit may not be transferred or assigned without the consent of the superintendent, in writing.
5. Revocation/Termination - This permit may be terminated by either party upon breach of any of the conditions herein or if either party finds the permit to be either: (1) without legal authorization; or (2) no longer compatible with the policy of the Grand Canyon National Park and where additional stipulations would not mitigate enough to make it compatible. The party proposing to terminate this permit shall give the other party at least thirty (30) days written notice of the alleged breach, and the party alleged to be in breach shall be entitled to cure the alleged breach, in which case this permit shall not be terminated.

Upon termination of this Agreement, the Library and all of the contents will be held by the Library, subject only to the control of the Coconino County Library District. The ownership and use of the building will remain with the NPS.

6. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation [Re: 36 CFR 2.32(a)(4)].
7. Permittee will comply with applicable public health and sanitation standards and applicable local, state and federal codes.
8. This Special Use Permit (SUP) is made between the National Park Service, acting through the superintendent of Grand Canyon National Park and duly authorized representatives (hereinafter "NPS", and Coconino County (hereinafter "Permittee").
9. The Permittee is responsible for making all necessary contacts and arrangements with other federal, state and local agencies to secure required inspections, permits, licenses, etc.

10. The following NPS owned facility is included in the permit: The North side of Building Number 208, the Old Grand Canyon School House.
11. The NPS agrees to:
 - a. Provide space for the Library, which currently resides in the Old Grand Canyon School House (building 208) located behind the Xanterra offices;
 - b. provide for and pay all utilities to the building with the exception of telephone service; and
 - c. maintain responsibility for larger maintenance needs, including structural repair or adjustments, windows, air conditioners, electrical systems, heating systems, landscaping, and any installations or changes to the building. All requests for major repairs will be requested through the Grand Canyon work order process and may require project compliance with Section 106 of the National Historic Preservation Act.
12. The Permittee agrees to:
 - a. Fund and oversee the operations of the Grand Canyon Community Library, the conditions of which will be dictated by separate agreement between the County and the Library;
 - b. fund and oversee all library operations and the day to day functioning of the library;
 - c. provide daily upkeep, cleaning and minor maintenance of the building; "daily upkeep" includes the replacement of light bulbs, spot painting of areas chipped through daily use, cleaning or servicing of equipment, daily janitorial activities, litter removal, snow removal from sidewalks, and maintenance of furnishings. Any work outside of "daily upkeep" must be reviewed and approved by the NPS through the park representative.
 - d. provide liability coverage for the contents of the library; and
 - e. be responsible for all advertisements and promotions.
13. The Permittee will comply with all NPS policies that apply to its operations. The NPS will provide copies of these policies if requested and policy direction as needed.
14. The Superintendent, or his/her designee, will be the primary points of contact and communication between the NPS and the Permittee. The Permittee or his/her designee will be the primary point for contact and communications between the NPS and the Permittee.

For the NPS:

Superintendent, Grand Canyon National Park
P.O. Box 129
Grand Canyon, Arizona 86023
Telephone: (928) 638-7945
Facsimile: (928) 638-7815

For the Permittee:

County Manager

Coconino County
219 East Cherry Street
Flagstaff, Arizona 86001
Telephone: (928) 779-6859
Facsimile: (928) 774-xxxx

For the Library:

Library Manager
Grand Canyon Community Library Manager
PO Box 99
Grand Canyon, Arizona 86023-0099
Telephone: (928) 638-2718
Facsimile: (928) 638-2718

Flagstaff Library Director/County Librarian
300 W Aspen
Flagstaff, Arizona 86001
Telephone: (928) 213-2351
Facsimile: (928) 779-7666

15. During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
16. The County will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies Federal Government, Departmental, bureau, or Federal Government employee endorsement of a product, service, or position which the County represents. No release of information relating to this Agreement may state or imply that the Federal Government approves of the work product of the County or considers the County's work product to be superior to other products or services.
17. The County will obtain prior NPS approval from Grand Canyon National Park's public affairs office for any public information release that refers to the Department of the Interior, any bureau or employee, or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the public affairs office for approval
18. Indemnification and Insurance. The Permittee will carry liability, professional and other insurance coverage's appropriate to the operation of a public library, conforming to at least the minimum coverage requirements of the State of Arizona for such operations, or the requirements established below, whichever are greater. The types and amounts of insurance coverage purchased by the Permittee will be approved by NPS. The Permittee will provide the NPS with

Certificates of Insurance or other evidence of insurance coverage at the inception of this SUP, and annually thereafter, and will provide the NPS thirty (30) days advance written notice of any material change in the Permittee's insurance program. The NPS is not responsible for any omissions or inadequacies of insurance types or amounts if such prove inadequate or insufficient for any reason whatsoever.

a) INDEMNIFICATION. The Permittee will save, hold harmless, defend, and indemnify the United States of America, its agents, and employees for losses, damages, or judgments and expenses on account of fire or other peril, bodily injury, death, or property damage, or claims for bodily injury, death, or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Permittee, its employees, subcontractors, or agents under this SUP.

b) LIABILITY INSURANCE. The Permittee will, at its expense, secure and maintain comprehensive general liability insurance against claims occasioned by actions or omissions of the Permittee in carrying out the operations authorized herein. Such insurance will be in an amount commensurate with the degree of risk and the scope and size of the operations authorized herein, but in any event the limits of liability will not be less than \$1,000,000 per occurrence covering both bodily injury and property damage.

If claims reduce available insurance below the required per-occurrence limits, the Permittee will obtain additional insurance to restore the required limits. An umbrella or excess liability policy in addition to the comprehensive general liability policy may be used to achieve the required limits.

All liability policies will specify that the insurance company will have no right of subrogation against the United States of America, or will provide that the United States of America is named as an additional insured. As conditions in the insurance industry warrant, NPS reserves the right to review and revise the minimum liability limits.

The Permittee will provide statutory worker's compensation and employer's liability as required by the State of Arizona. The Permittee will also provide, in at least the limits set forth above for comprehensive general liability insurance, professional liability and such other coverages as may be required by the State of Arizona or are customary among school facilities under comparable circumstances.

19. Anti-Deficiency Act - 31 U.S.C. §1341 - Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.