

FIRST AMENDED LIBRARY USE AGREEMENT BETWEEN IDAHO FALLS PUBLIC LIBRARY AND BONNEVILLE COUNTY LIBRARY DISTRICT

THIS FIRST AMENDED LIBRARY USE AGREEMENT BETWEEN IDAHO FALLS PUBLIC LIBRARY AND BONNEVILLE COUNTY LIBRARY DISTRICT ("First Amended Agreement") is made by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho acting by and through the Board of Trustees of the Idaho Falls Public Library, a board appointed by the Mayor and Council of the City of Idaho Falls, pursuant to the provisions of Chapter 26, Title 33, Idaho Code (the "Library"), and the Bonneville County Library District, a public corporation organized pursuant to the provisions of Chapter 27, Title 33, Idaho Code, (the "District") (collectively "the Parties").

WHEREAS, the Bonneville County Library District and Idaho Falls Public Library entered into the current Library Use Agreement Between Idaho Falls Public Library and Bonneville County Library District, of July 25, 2019 ("Agreement") and such Agreement expires on September 30, 2022; and

WHEREAS, pursuant to Paragraph 2, of the Agreement, the Parties have been negotiating in good faith regarding an extension of the current Agreement; and

WHEREAS, the Parties have mutually determined not to renew or extend or enter into an agreement for library services beyond the current term of this Agreement (ending September 30, 2022); and

WHEREAS, in order to allow both Parties to freely plan for and to make arrangements for their respective post-contractual library activities, the Parties mutually wish to be relieved and to relieve the other Party of any current contractual obligation to continue to negotiate in good faith; and

WHEREAS, the Parties wish to continue all other mutual duties and obligations under the current Agreement until such Agreement naturally expires September 30, 2022.

NOW WHEREFORE, in consideration of the covenants of this First Amended Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties mutually agree as follows

1. That the last sentence in Paragraph 2 of the Library Use Agreement Between Idaho Falls Public Library and Bonneville County Library District, of July 25, 2019, be and is hereby stricken from such Agreement and is and shall no longer be of any force or effect; and
2. That all other provisions of the Library Use Agreement Between Idaho Falls Public Library and Bonneville County Library District, July 25, 2019 shall remain in full force and

effect for the duration of the Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first written.

IDAHO FALLS PUBLIC LIBRARY

Date: _____

By: _____

Chair, Board of Trustees

BONNEVILLE COUNTY LIBRARY DISTRICT

Date: 5/5/22

By: Jennifer Crofts

Chair, Board of Trustees