
WELCOME

1. Welcome New Board Member - Rosalie Taylor

PUBLIC COMMENTS

2. 3 minute maximum

ACTION ITEMS

3. Approval of Minutes - June 13, 2024
4. Ratification of May 2024 & June 2024 Expenditures
5. Ratification for summary list of item donations over \$50.00 to Davis County Librarians
6. Approval of a summary list of Low Dollar Contracts for the Davis County Library
7. Proposed Extended hours at the Syracuse Branch, October 2, 2024 until 10:30 pm
This is to accommodate a stargazing program with presenters from Antelope Island and the Salt Lake Astronomical Society.
8. Approval of a Contract with Springshare LLC for text and chat based reference services

INFORMATION & DISCUSSION ITEMS

9. Proposed Art Installation at Clearfield Branch presented by Shaundra Rushton with Clearfield City
10. Annual certification of compliance with the Children's Internet Protection Act (CIPA) for eRate funding with UETN. To be added to MOU #2020-308

ADJOURNMENT**NOTES**

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Josh Johnson, Davis County Library Director, at 801-451-3050 prior to the Meeting. Agenda items may not be discussed in order.

Pursuant to UCA 52-4-207, electronic and telephone participation is available to this body's members and invited guests; the general public is invited to attend at the anchor location indicated at the top of the agenda.

PRESENT:

Samuel Macias, Vice Chair
Commissioner Lorene Kamalu, joined electronically
Mary Lynne Morgan
Ryan Nilsen
Jennifer Somers
Rosalie Taylor
Josh Johnson, Director
Jenny Tankersley

GUESTS:

Lynnette Mills, Deputy Director
Matt Goff, Deputy Director
Ellen Peterson, Deputy Director
Shaundra Rushton, Clearfield City

WELCOME

1. Welcome New Board Member - Rosalie Taylor

Rosalie introduced herself and was welcomed by the Board. Commissioner Kamalu told Rosalie how happy the Board was to have her as member.

PUBLIC COMMENTS

2. 3 minute maximum

There were no public comments.

ACTION ITEMS

3. Approval of Minutes - June 13, 2024

The June 13th, 2024 minutes were presented for review.

Mary Lynne Morgan moved to approve. Ryan Nilsen seconded the motion. The motion was unanimously carried.

4. Ratification of May 2024 & June 2024 Expenditures

Josh presented the May & June 2024 expenditures. There were no questions about the expenditures.

Mary Lynne Morgan moved to approve the May 2024 & June 2024 expenditures. Rosalie Taylor seconded the motion. The motion was unanimously carried.

5. Ratification for summary list of item donations over \$50.00 to Davis County Librarians - \$1,147.25 (receivable)

Josh presented the quarterly summary list of donations to the Board

Rosalie Taylor moved to approve. Samuel Macias seconded the motion. The motion was unanimously carried.

6. Approval of a summary list of Low Dollar Contracts for the Davis County Library - \$1,685.00 (payable)

Josh presented the Low Dollar Contracts to the Board. Rosalie Taylor mentioned that she was impressed at how many Summer Reading programs were provided free of charge.

Samuel Macias moved to approve the Low Dollar contracts. Mary Lynne Morgan seconded the motion. The motion was unanimously carried.

7. Proposed Extended hours at the Syracuse Branch, October 2, 2024 until 10:30 pm

This is to accommodate a stargazing program with presenters from Antelope Island and the Salt Lake Astronomical Society.

Josh told the Board that the need to extend hours for this program is due to the need for dark skies. Regular services will not be available after 9:00 on this date, the Library would only be open for this program. Josh mentioned that this program is a great event to use and advertise the telescopes in our collection.

Mary Lynne Morgan moved to approve the extended hours on October 2nd, 2024. Rosalie Taylor seconded the motion. The motion was unanimously carried.

8. Approval of a Contract with Springshare LLC for text and chat based reference services in the amount of \$8,961.00 for three years (payable)

Ellen explained that the Library looked into several companies for a Reference based chat software and chose Springshare. It has several features including the ability for patrons to ask questions via text.

Ryan Nilsen asked if this was a new service the Library would be using and Josh told him it was. Ryan asked how the process would work. Josh told him the Library was currently engaged in planning both the staffing and the procedures for this new service. Ellen mentioned that there will be an after-hours auto response feature that will direct patrons to answers on the Library website when the Library is closed.

Samuel Macias moved to approve the contract with Springshare. Rosalie Taylor seconded the motion. The motion was unanimously carried.

INFORMATION & DISCUSSION ITEMS

9. Proposed Art Installation at Clearfield Branch presented by Shaundra Rushton with Clearfield City
Shaundra Rushton from Clearfield City shared with the Board the proposed installation of an airplane sculpture outside of the Clearfield Library. She explained that Clearfield City is installing nine airplane sculptures throughout the city to showcase their relationship with Hill Air Force Base. Each sculpture will feature a different military aircraft and will be painted to represent something unique in the community. Ms Rushton shared 9 designs with the Library Board.

Jennifer Somers arrived at the Board meeting.

The Board asked if the sculptures would be permanent. Ms Rushton said that Clearfield City hoped they would be permanent, but they are designed so they can be removed if needed. The contract between the city and the Library would be for three years.

Josh mentioned to the Board that it is rare that the Library displays artwork that it doesn't own, but it's not unheard of. He told the Board that the policy related to this can be reviewed.

The Board agreed that they would like to pursue this opportunity and learn more about it at future meetings. Samuel Macias volunteered to represent the Board during this process.

The Board thanked Shaundra Rushton for the presentation.

10. Annual certification of compliance with the Children's Internet Protection Act (CIPA) for eRate funding with UETN. To be added to MOU #2020-308

Josh explained that certification with CIPA is required to be eligible for state funding and grants. One requirement is that the Library ensures it is able to filter computers in areas frequented by minors, but also has a way to bypass that filter for patrons over the age of 18.

Rosalie Taylor asked if the filter was on every Library computer. Josh answered that all public computers are filtered and computers in the adult area can have the filter overridden.

ADJOURNMENT:

Samuel Macias moved to adjourn. Mary Lynne seconded the motion. The motion was unanimously carried.

The Board adjourned at 1:54 pm.

NEXT MEETING: September 12th, 2024

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 05

ACCOUNTS FOR: 23	LIBRARY SERVICES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2310580 LIBRARY								
2310580	410000	CURRENT PROPERTY TA	-8,888,538	-8,888,538	-285,829.69	-161,623.71	.00	-8,602,708.64 3.2%*
2310580	411000	REGISTERED PERSONAL	-674,792	-674,792	-220,690.76	-51,659.38	.00	-454,101.35 32.7%*
2310580	420000	PRIOR YEARS TAXES	-100,259	-100,259	-38,642.75	12,951.83	.00	-61,616.25 38.5%*
2310580	420001	PENALTY/INTEREST	0	0	-18,449.68	-2,232.20	.00	18,449.68 100.0%
2310580	422101	A&C PENALTY/INTERES	-55,956	-55,956	.00	.00	.00	-55,956.00 .0%*
2310580	452050	PROMOTIONAL SALES	0	0	-1,314.92	-107.46	.00	1,314.92 100.0%
2310580	460000	FINES & FORFEITURES	-50,000	-50,000	-31,681.78	-5,508.62	.00	-18,318.22 63.4%*
2310580	472300	STATE REIMBURSEMENT	-45,000	-45,000	-33,954.00	.00	.00	-11,046.00 75.5%*
2310580	480000	INTEREST EARNINGS	-114,000	-114,000	-96,537.74	-17,842.83	.00	-17,462.26 84.7%*
2310580	493000	CONTRIBUTION-PRIVAT	0	0	-24.00	-5.00	.00	24.00 100.0%
2310580	495100	SUNDRY REVENUE	-5,000	-5,000	-7,279.91	-402.35	.00	2,279.91 145.6%
TOTAL UNDEFINED ROLLUP CODE			-9,933,545	-9,933,545	-734,405.23	-226,429.72	.00	-9,199,140.21 7.4%
1P580 LIBRARY PAYROLL								
2310580	510110	PAYROLL	4,697,538	4,697,538	1,620,744.18	341,379.83	.00	3,076,794.04 34.5%
2310580	510111	TRAVEL PAY	16,030	16,030	6,781.94	1,233.08	.00	9,248.10 42.3%
2310580	510115	TAXABLE INCENTIVES	0	0	43.49	.00	.00	-43.49 100.0%*
2310580	510117	OVERTIME	1,576	1,576	67.13	.00	.00	1,508.77 4.3%
2310580	520130	BENEFITS	0	0	340.00	.00	.00	-340.00 100.0%*
2310580	520131	PAYROLL TAXES	360,879	360,879	130,868.88	24,365.05	.00	230,010.50 36.3%
2310580	520132	WORKERS COMP	5,475	5,475	2,189.58	449.30	.00	3,285.90 40.0%
2310580	520133	INSURANCE	515,504	515,504	214,339.95	18,939.99	.00	301,164.34 41.6%
2310580	520134	RETIREMENT	558,750	558,750	238,170.28	43,634.04	.00	320,579.36 42.6%
2310580	520135	COMMUNICATIONS ALLO	3,420	3,420	1,516.30	263.10	.00	1,904.00 44.3%
TOTAL LIBRARY PAYROLL			6,159,173	6,159,173	2,215,061.73	430,264.39	.00	3,944,111.52 36.0%
20580 LIBRARY OPERATING								
2310580	530225	PROMOTIONAL MATERIA	4,800	4,800	.00	.00	.00	4,800.00 .0%
2310580	530623	CITIZEN PROGRAMS	45,000	45,000	18,262.33	6,414.13	.00	26,737.67 40.6%
2310580	540210	SUBS & MEMBERSHIPS	4,000	4,000	1,484.00	.00	.00	2,516.00 37.1%
2310580	540220	PUBLIC NOTICES	1,000	1,000	.00	.00	.00	1,000.00 .0%
2310580	540250	OPERATING SUPPLIES	45,000	45,000	2,903.04	18.99	.00	42,096.96 6.5%

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 05

ACCOUNTS FOR: 23	LIBRARY SERVICES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2310580	540271	FOOD BUSINESS	2,500	2,500	.00	.00	2,500.00	.0%
2310580	540272	EMPLOYEE AWARDS	6,000	6,000	618.11	271.06	5,381.89	10.3%
2310580	540450	UNIFORMS/LINENS	3,500	3,500	.00	.00	3,500.00	.0%
2310580	540610	MISC SUPPLIES	18,000	18,000	4,452.34	987.75	13,547.66	24.7%
2310580	540612	BOOKS AND MATERIALS	876,000	876,000	386,754.55	52,732.17	469,458.65	46.4%
2310580	540643	COMPUTER EQUIP	112,050	112,050	78,764.55	59,583.12	33,285.36	70.3%
2310580	540666	CONTINGENCY	7,500	7,500	.00	.00	7,500.00	.0%
2310580	540690	EQUIPMENT	25,000	25,000	413.89	407.96	24,586.11	1.7%
2310580	540691	SOFTWARE	5,000	5,000	5,000.00	.00	.00	100.0%
2310580	542240	OFFICE SUPPLIES	40,000	40,000	17,044.69	812.84	22,955.31	42.6%
2310580	542243	POSTAGE	17,500	17,500	11,761.67	.00	5,738.33	67.2%
2310580	545536	BANK CHARGES	0	0	504.26	26.59	-504.26	100.0%*
2310580	548230	TRAVEL/EDUC& TRNG	0	18,000	18,505.83	439.45	-505.83	102.8%*
2310580	548231	MILEAGE/LOCAL TRAVE	4,500	4,500	548.07	129.98	3,951.93	12.2%
2310580	548330	EDUCATION & TRAININ	21,000	3,000	1,875.00	.00	1,125.00	62.5%
2310580	550620	MISC SERVICES	25,000	25,000	.00	.00	25,000.00	.0%
2310580	555265	SOFTWARE MAINTENANC	137,883	130,283	113,873.50	.00	8,824.25	93.2%
2310580	555266	SOFTWARE SUBSCRIPTI	17,780	17,780	7,353.00	.00	10,427.00	41.4%
2310580	555310	PROF & TECH	32,000	39,600	640.00	185.80	38,960.00	1.6%
2310580	560252	EQUIP REP/CONTRACTS	500	500	.00	.00	500.00	.0%
2310580	560260	BLDG & GRND MAINT	28,000	28,000	.00	.00	28,000.00	.0%
2310580	562280	TELEPHONE	4,000	4,000	644.97	112.35	3,355.03	16.1%
2310580	564253	VEHICLE SERVICE	3,500	3,500	47.68	.00	3,452.32	1.4%
2310580	564258	GASOLINE	0	0	907.81	226.31	-907.81	100.0%*
TOTAL LIBRARY OPERATING		1,487,013	1,487,013	672,359.29	122,348.50	27,372.14	787,281.57	47.1%
4A580 LIBRARY ALLOCATIONS								
2310580	590910	TRANSFER OUT	1,090,847	1,090,847	315,423.00	.00	775,424.00	28.9%
2310580	590920	TELEPHONE ALLOCATIO	27,336	27,336	11,389.95	2,277.99	15,945.93	41.7%
2310580	590922	EMAIL ALLOCATION	19,378	19,378	8,074.15	1,614.83	11,303.81	41.7%
2310580	590925	SECURITY CAMERA ALL	11,504	11,504	4,795.00	959.00	6,709.00	41.7%
2310580	590930	INSURANCE ALLOCATIO	111,943	111,943	46,645.00	9,329.00	65,298.00	41.7%
2310580	590940	MAINTENANCE ALLOCAT	906,130	906,130	377,554.00	75,511.00	528,576.32	41.7%
TOTAL LIBRARY ALLOCATIONS		2,167,138	2,167,138	763,881.10	89,691.82	.00	1,403,257.06	35.2%
TOTAL LIBRARY		-120,221	-120,221	2,916,896.89	415,874.99	27,372.14	-3,064,490.06	-2449.0%
TOTAL LIBRARY SERVICES		-120,221	-120,221	2,916,896.89	415,874.99	27,372.14	-3,064,490.06	-2449.0%
TOTAL REVENUES		-9,933,545	-9,933,545	-734,405.23	-226,429.72	.00	-9,199,140.21	
TOTAL EXPENSES		9,813,324	9,813,324	3,651,302.12	642,304.71	27,372.14	6,134,650.15	

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	-120,221	-120,221	2,916,896.89	415,874.99	27,372.14	-3,064,490.06	-2449.0%

** END OF REPORT - Generated by Jennifer Tankersley **

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 05

ACCOUNTS FOR: 48	LIBRARY CAPITAL PROJECTS	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
4810950 CAP - LIBRARY								
4810950 480000	INTEREST EARNINGS	-141,000	-141,000	-85,010.02	-17,219.82	.00	-55,989.98	60.3%*
4810950 492100	TRANSFER IN	-222,500	-222,500	.00	.00	.00	-222,500.00	.0%*
	TOTAL UNDEFINED ROLLUP CODE	-363,500	-363,500	-85,010.02	-17,219.82	.00	-278,489.98	23.4%
20950 CAP - LIBRARY OPERATING								
4810950 560260	BLDG & GRND MAINT	42,000	57,000	.00	.00	.00	57,000.00	.0%
	TOTAL CAP - LIBRARY OPERATING	42,000	57,000	.00	.00	.00	57,000.00	.0%
3C950 CAP - LIBRARY CAPITAL								
4810950 620720	BLDG IMPROVEMENTS	710,000	725,000	104,810.39	96,027.05	481,094.27	139,095.34	80.8%
4810950 640740	CAPITAL EQUIPMENT	0	0	3,540.00	.00	.00	-3,540.00	100.0%*
	TOTAL CAP - LIBRARY CAPITAL	710,000	725,000	108,350.39	96,027.05	481,094.27	135,555.34	81.3%
	TOTAL CAP - LIBRARY	388,500	418,500	23,340.37	78,807.23	481,094.27	-85,934.64	120.5%
	TOTAL LIBRARY CAPITAL PROJECTS	388,500	418,500	23,340.37	78,807.23	481,094.27	-85,934.64	120.5%
	TOTAL REVENUES	-363,500	-363,500	-85,010.02	-17,219.82	.00	-278,489.98	
	TOTAL EXPENSES	752,000	782,000	108,350.39	96,027.05	481,094.27	192,555.34	

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	388,500	418,500	23,340.37	78,807.23	481,094.27	-85,934.64	120.5%

** END OF REPORT - Generated by Jennifer Tankersley **

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

ACCOUNTS FOR: 23	LIBRARY SERVICES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2310580 LIBRARY								
2310580	410000	CURRENT PROPERTY TA	-8,888,538	-8,888,538	-454,707.34	-168,877.65	.00	-8,433,830.99 5.1%*
2310580	411000	REGISTERED PERSONAL	-674,792	-674,792	-258,605.64	-37,914.88	.00	-416,186.47 38.3%*
2310580	420000	PRIOR YEARS TAXES	-100,259	-100,259	-41,447.80	-2,805.05	.00	-58,811.20 41.3%*
2310580	420001	PENALTY/INTEREST	0	0	-19,106.96	-657.28	.00	19,106.96 100.0%
2310580	422101	A&C PENALTY/INTERES	-55,956	-55,956	.00	.00	.00	-55,956.00 .0%*
2310580	452050	PROMOTIONAL SALES	0	0	-1,519.21	-204.29	.00	1,519.21 100.0%
2310580	460000	FINES & FORFEITURES	-50,000	-50,000	-38,963.68	-7,281.90	.00	-11,036.32 77.9%*
2310580	472300	STATE REIMBURSEMENT	-45,000	-45,000	-33,954.00	.00	.00	-11,046.00 75.5%*
2310580	480000	INTEREST EARNINGS	-114,000	-114,000	-112,508.79	-15,971.05	.00	-1,491.21 98.7%*
2310580	493000	CONTRIBUTION-PRIVAT	0	0	-24.00	.00	.00	24.00 100.0%
2310580	495100	SUNDRY REVENUE	-5,000	-5,000	-7,639.03	-359.14	.00	2,639.03 152.8%
TOTAL UNDEFINED ROLLUP CODE			-9,933,545	-9,933,545	-968,476.45	-234,071.24	.00	-8,965,068.99 9.7%
1P580 LIBRARY PAYROLL								
2310580	510110	PAYROLL	4,697,538	4,697,538	1,936,597.74	315,853.56	.00	2,760,940.48 41.2%
2310580	510111	TRAVEL PAY	16,030	16,030	8,015.02	1,233.08	.00	8,015.02 50.0%
2310580	510115	TAXABLE INCENTIVES	0	0	43.49	.00	.00	-43.49 100.0%*
2310580	510117	OVERTIME	1,576	1,576	83.03	15.90	.00	1,492.87 5.3%*
2310580	520130	BENEFITS	0	0	343.22	3.22	.00	-343.22 100.0%*
2310580	520131	PAYROLL TAXES	360,879	360,879	154,312.57	23,443.69	.00	206,566.81 42.8%
2310580	520132	WORKERS COMP	5,475	5,475	2,630.45	440.87	.00	2,845.03 48.0%
2310580	520133	INSURANCE	515,504	515,504	252,435.49	38,095.54	.00	263,068.80 49.0%
2310580	520134	RETIREMENT	558,750	558,750	280,891.68	42,721.40	.00	277,857.96 50.3%
2310580	520135	COMMUNICATIONS ALLO	3,420	3,420	1,779.40	263.10	.00	1,640.90 52.0%
TOTAL LIBRARY PAYROLL			6,159,173	6,159,173	2,637,132.09	422,070.36	.00	3,522,041.16 42.8%
20580 LIBRARY OPERATING								
2310580	530225	PROMOTIONAL MATERIA	4,800	4,800	.00	.00	.00	4,800.00 .0%
2310580	530623	CITIZEN PROGRAMS	45,000	45,000	21,501.09	3,238.76	.00	23,498.91 47.8%
2310580	540210	SUBS & MEMBERSHIPS	4,000	4,000	1,484.00	.00	.00	2,516.00 37.1%
2310580	540220	PUBLIC NOTICES	1,000	1,000	.00	.00	.00	1,000.00 .0%
2310580	540250	OPERATING SUPPLIES	45,000	45,000	3,258.99	355.95	.00	41,741.01 7.2%

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

ACCOUNTS FOR: 23	LIBRARY SERVICES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2310580	540271	FOOD BUSINESS	2,500	2,500	.00	.00	2,500.00	.0%
2310580	540272	EMPLOYEE AWARDS	6,000	6,000	670.99	52.88	5,329.01	11.2%
2310580	540450	UNIFORMS/LINENS	3,500	3,500	.00	.00	3,500.00	.0%
2310580	540610	MISC SUPPLIES	18,000	18,000	4,678.89	226.55	13,321.11	26.0%
2310580	540612	BOOKS AND MATERIALS	876,000	876,000	442,608.98	55,854.43	413,604.22	52.8%
2310580	540643	COMPUTER EQUIP	112,050	112,050	78,764.55	.00	31,215.45	72.1%
2310580	540666	CONTINGENCY	7,500	7,500	.00	.00	7,500.00	.0%
2310580	540690	EQUIPMENT	25,000	25,000	413.89	.00	24,586.11	1.7%
2310580	540691	SOFTWARE	5,000	5,000	5,000.00	.00	.00	100.0%
2310580	542240	OFFICE SUPPLIES	40,000	40,000	24,763.62	7,718.93	15,236.38	61.9%
2310580	542243	POSTAGE	17,500	17,500	11,761.67	.00	5,738.33	67.2%
2310580	545536	BANK CHARGES	0	0	498.03	-6.23	-498.03	100.0%*
2310580	548230	TRAVEL/EDUC& TRNG	0	18,000	18,505.83	.00	-505.83	102.8%*
2310580	548231	MILEAGE/LOCAL TRAVE	4,500	4,500	601.67	53.60	3,898.33	13.4%
2310580	548330	EDUCATION & TRAININ	21,000	3,000	2,693.61	818.61	306.39	89.8%
2310580	550620	MISC SERVICES	25,000	25,000	.00	.00	25,000.00	.0%
2310580	555265	SOFTWARE MAINTENANC	137,883	130,283	113,873.50	.00	8,824.25	93.2%
2310580	555266	SOFTWARE SUBSCRIPTI	17,780	17,780	7,353.00	.00	10,427.00	41.4%
2310580	555310	PROF & TECH	32,000	39,600	764.00	124.00	9,777.36	75.3%
2310580	560252	EQUIP REP/CONTRACTS	500	500	.00	.00	500.00	.0%
2310580	560260	BLDG & GRND MAINT	28,000	28,000	1,900.00	1,900.00	26,100.00	6.8%
2310580	562280	TELEPHONE	4,000	4,000	702.73	57.76	3,297.27	17.6%
2310580	564253	VEHICLE SERVICE	3,500	3,500	47.68	.00	3,452.32	1.4%
2310580	564258	GASOLINE	0	0	1,099.63	191.82	-1,099.63	100.0%*
TOTAL LIBRARY OPERATING		1,487,013	1,487,013	742,946.35	70,587.06	58,500.69	685,565.96	53.9%
4A580 LIBRARY ALLOCATIONS								
2310580	590910	TRANSFER OUT	1,090,847	1,090,847	315,423.00	.00	775,424.00	28.9%
2310580	590920	TELEPHONE ALLOCATIO	27,336	27,336	13,667.94	2,277.99	13,667.94	50.0%
2310580	590922	EMAIL ALLOCATION	19,378	19,378	9,688.98	1,614.83	9,688.98	50.0%
2310580	590925	SECURITY CAMERA ALL	11,504	11,504	5,754.00	959.00	5,750.00	50.0%
2310580	590930	INSURANCE ALLOCATIO	111,943	111,943	55,974.00	9,329.00	55,969.00	50.0%
2310580	590940	MAINTENANCE ALLOCAT	906,130	906,130	453,065.00	75,511.00	453,065.32	50.0%
TOTAL LIBRARY ALLOCATIONS		2,167,138	2,167,138	853,572.92	89,691.82	.00	1,313,565.24	39.4%
TOTAL LIBRARY		-120,221	-120,221	3,265,174.91	348,278.00	58,500.69	-3,443,896.63	-2764.6%
TOTAL LIBRARY SERVICES		-120,221	-120,221	3,265,174.91	348,278.00	58,500.69	-3,443,896.63	-2764.6%
TOTAL REVENUES		-9,933,545	-9,933,545	-968,476.45	-234,071.24	.00	-8,965,068.99	
TOTAL EXPENSES		9,813,324	9,813,324	4,233,651.36	582,349.24	58,500.69	5,521,172.36	

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	-120,221	-120,221	3,265,174.91	348,278.00	58,500.69	-3,443,896.63	-2764.6%

** END OF REPORT - Generated by Jennifer Tankersley **

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

ACCOUNTS FOR: 48	LIBRARY CAPITAL PROJECTS	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
4810950 CAP - LIBRARY								
4810950 480000	INTEREST EARNINGS	-141,000	-141,000	-102,384.65	-17,374.63	.00	-38,615.35	72.6%*
4810950 492100	TRANSFER IN	-222,500	-222,500	.00	.00	.00	-222,500.00	.0%*
	TOTAL UNDEFINED ROLLUP CODE	-363,500	-363,500	-102,384.65	-17,374.63	.00	-261,115.35	28.2%
20950 CAP - LIBRARY OPERATING								
4810950 560260	BLDG & GRND MAINT	42,000	57,000	.00	.00	.00	57,000.00	.0%
	TOTAL CAP - LIBRARY OPERATING	42,000	57,000	.00	.00	.00	57,000.00	.0%
3C950 CAP - LIBRARY CAPITAL								
4810950 620720	BLDG IMPROVEMENTS	710,000	725,000	109,075.02	4,264.63	464,673.70	151,251.28	79.1%
4810950 640740	CAPITAL EQUIPMENT	0	8,297	3,540.00	.00	.00	4,757.00	42.7%
	TOTAL CAP - LIBRARY CAPITAL	710,000	733,297	112,615.02	4,264.63	464,673.70	156,008.28	78.7%
	TOTAL CAP - LIBRARY	388,500	426,797	10,230.37	-13,110.00	464,673.70	-48,107.07	111.3%
	TOTAL LIBRARY CAPITAL PROJECTS	388,500	426,797	10,230.37	-13,110.00	464,673.70	-48,107.07	111.3%
	TOTAL REVENUES	-363,500	-363,500	-102,384.65	-17,374.63	.00	-261,115.35	
	TOTAL EXPENSES	752,000	790,297	112,615.02	4,264.63	464,673.70	213,008.28	

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	388,500	426,797	10,230.37	-13,110.00	464,673.70	-48,107.07	111.3%

** END OF REPORT - Generated by Jennifer Tankersley **

DAVIS COUNTY REGULAR COMMISSION MEETING

AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Library
Presenter: Josh Johnson, Director
Agenda Item: Approval of a summary list of Low Dollar Contracts for the Davis County Library

Financial Information:

- Type: Payable
- Amount: \$1,685.00
- GL Account #: 2310580 530523
- Davis County Match Required: No
- Additional Financial Information: N/A

Terms:

- Beginning Date: 03/01/2024
- Ending Date: 12/31/2024

Attachments:

1. Low Dollar Contracts Signed by the Director - Library

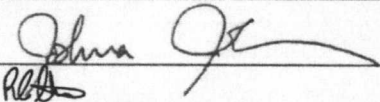
#627/2024

Proposed Meeting Date: 7/30/2024
Submitted by: Jennifer Tankersley
Document Type: public

Davis County Library - Contract Summary

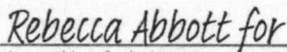
Name	Date of Programs/Contract		Amount/Payable
Jen Jones	Multiple dates throughout 2024	NASA Programs	No Compensation
Utah Pet Partners	Multiple dates throughout 2024	Reading with Therapy Dogs	No Compensation
Ginger Brakke Shaw	5/6/2024	Family Art Night with the Origami Lady	\$85.00
Flippers Gymnastics and Cheer	6/24/2024 & 7/8/2024	Jump Into Gymnastics - Summer Reading program	No Compensation
Heritage Museum of Layton	7/1/2024 & 7/3/2024	Adventures in History - Summer Reading program	No Compensation
USU Extension	7/1/2024 - 7/22/2024	Create Better Health in Spanish	No Compensation
USU Extension	6/30/2024 - 8/20/2024	Seven Principles of Making Marriage Work	No Compensation
Loatian Cultural Organization	7/10/2024	Loatian Dance Adventure - Summer Reading Program	No Compensation
Jim Teahan	7/22/2024 & 8/6/2024	Gardening with Jim Teahan	\$200.00
One-Eighty Out, Inc.,	9/10/2024	My Unlikely Journey tot he Hubble Space Telescope	\$1,350.00
Syracuse Jazz Band	9/11/2024	Stars, Stripes, & Swing!	No Compensation
BrandyChristensen	9/11/2024	Stars, Stripes, & Swing!	\$50.00
Chelsea Adams, PhD.	10/12/2024, 10/19/2024, &10/26/2024	Money Talk\$ Financial Literacy Classes	No Compensation
Total			\$1,685.00

Recommended by:


 Bob J Stevenson (Jul 31, 2024 12:14 MDT)

Library Director

Approved by:


 Rebecca Abbott for (Jul 31, 2024 12:15 MDT)

Commission Chair

Attest:

Clerk

DAVIS COUNTY LIBRARY PROGRAM CONTRACT

This contract is between, DAVIS COUNTY, a political subdivision of the State of Utah, which shall be called the "COUNTY" in this contract, and the following person or entity ("the PRESENTER") in this agreement:

Presenter: Contact: Address:	Jen Jones Jen Jones 2647 W 5225 S Roy UT 84067	Phone:	801-458-8631
		Email:	jen-jones@outlook.com jjones@questac.org
		Performance Type:	Educational

This Contract is made and entered into by and between the parties based, in part, upon the following recitals:

- A. COUNTY operates a library system consisting of a Library Headquarters and six branch libraries and provides regular programs and special presentations for its patrons.
- B. COUNTY is desirous of obtaining the services of a professional and competent presenter to add value to its program and presentation schedule held at the various Davis County Branch Libraries.
- C. PRESENTER, who has represented to COUNTY that it is a competent and experienced presenter, desires to present an entertaining and educational program under the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, the COUNTY and PRESENTER (collectively, the "Parties") intending to be legally bound, do hereby mutually agree as follows:

1. Scope of Services. The PRESENTER hereby agrees to participate in the COUNTY'S efforts to provide entertaining and educational programs for its patrons. PRESENTER and COUNTY will, when appropriate opportunities are available, plan and present programs within the scope of PRESENTER'S area of expertise as a NASA Solar System Ambassador. These programs will be by mutual agreement on subject matter, date, time, and location set forth in writing as the opportunities arise. The parties agree to attach a written mutual agreement outlining any specific program as an addendum to this contract. In addition, PRESENTER agrees to sign an additional contract in the event the parties determine to present a program where financial payment to PRESENTER is involved. Services under this contract will be in effect from January 1, 2024 to December 31, 2024.

2. No Compensation

PRESENTER agrees to provide the presentation noted in Section 1 above for no financial compensation from the County.

3. Notice of Cancellation of Performance

A. The COUNTY is reasonably relying upon the performance of the PRESENTER under the terms of this Contract. In the event, for whatever reason, that the PRESENTER is unable to perform or deems it necessary to cancel the performance, the PRESENTER shall give immediate notice not less than 30 days prior to date of the performance, by reasonable means to a responsible representative of the COUNTY together with a reason for the cancellation. In that event, the COUNTY may substitute another presenter.

B. COUNTY may elect to cancel the program(s) of the PRESENTER for any reason, including dissatisfaction with PRESENTER'S services under this Contract. If COUNTY elects to cancel the program(s) of the PRESENTER, the COUNTY shall give immediate notice by reasonable means to the PRESENTER together with a reason for the cancellation.

C. This Contract may be terminated at any time by either party for no cause with 30 days written notice, or at any time for any material breach of this Agreement by either party.

Version 02/28/2024

D. If the cancellation or termination is due to circumstances beyond the control of the terminating party, such as, but not limited to, acts of nature, injury, or health, compensation may be prorated for any performance that has actually begun or been completed.

4. Independent Contractor. PRESENTER shall perform this contract as an independent contractor. PRESENTER acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any COUNTY benefits.

5. Liability and Insurance. Davis County has and shall maintain general liability insurance appropriate and adequate for the performance(s). PRESENTER shall be responsible for any claims for injury or damage arising from the negligence or conduct of the PRESENTER or any of PRESENTER's associates, co-PRESENTERS, employees, agents, representatives, volunteers, and/or any person or persons under the supervision, direction, or control of PRESENTER. PRESENTER shall also be responsible for maintaining and providing for Workers' Compensation coverage for the PRESENTER and any employee, agent, representative, or co-PRESENTER.

6. Indemnification. With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against COUNTY, COUNTY'S officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("Davis County Indemnitees") that arises out of this contract or the acts or omissions of PRESENTER (each, a "Claim"), PRESENTER shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those Davis County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that Davis County negligently or intentionally caused those Indemnifiable Losses..

7. Quality and Content of Performance. All performances at the Davis County Library should be of the highest quality and appropriate for all ages and family audiences. The PRESENTER agrees that at no time during the performance will any offensive materials or conduct such as, but not limited to, any vulgar language, obscene gestures, sexual content, or other offensive material be presented. In the event that the performance at any time contains offensive materials or conduct, as determined by the Library Director, the COUNTY reserves the right to immediately cancel that performance and any future performance under this agreement. If future performances under that agreement are canceled because of offensive materials or conduct, payment for those performances will be forfeited by the PRESENTER.

8. Public Information. The COUNTY may use the name, photographs and logos of the PRESENTER in any publicity or publication relating to the Library. In addition, This Contract and all documents or records regarding, concerning, or relating to this Contract, unless they are protected, private, controlled, or otherwise confidential pursuant to law, are public records and subject to disclosure under Utah law. The Parties agree and grant their express permission to allow disclosure of such records that are required to be disclosed by law. This provision takes precedence over any requirements of confidentiality, proprietary rights, copyright or other laws.

9. Survival of Terms, Provision, Promises, or Otherwise of This Contract after Termination. Termination of this Contract shall not extinguish or prejudice either Party's right to enforce this Contract, or any term, provision, or promise under this Contract, regarding insurance, indemnification, defense, save or hold harmless, or damages, or with respect to any uncured breach or default of or under this Contract.

10. Choice of Law. This Contract and all matters, disputes, and/or claims arising out of, in connection with or relating to this Contract or its subject matter, formation or validity, shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principles.

11. Severability. If any part or provision of this Contract is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Contract shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Contract, which are not prohibited or unenforceable, shall remain in full force and effect.

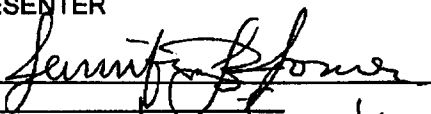
12. Authorization. The persons executing this Contract on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Contract, and that this Contract represents a binding and enforceable obligation of such party.

13. No Third-Party Beneficiaries. This Contract is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Contract.

14. Time of Essence. Time is of the essence in respect to all parts or provisions of this Contract, which specify a time performance or otherwise, and the Parties agree to comply with all such times.

15. Counterparts; Electronically Transmitted Signatures. If the parties sign this Contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this Contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

In witness whereof, each party to this Contract has caused it to be executed on the date indicated below.

DAVIS COUNTY By: <u></u> Director, Davis County Library System Date: <u>3/28/24</u>	PRESENTER By: <u></u> Print Name: <u>Jennifer Jones</u> Its: _____ Date: <u>3/28/2024</u>
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DAVIS COUNTY LIBRARY PROGRAM CONTRACT

This contract is between, DAVIS COUNTY, a political subdivision of the State of Utah, which shall be called the "COUNTY" in this contract, and the following person or entity ("the PRESENTER") in this agreement:

Presenter:	Utah Pet Partners Registered Therapy Animal Teams	Phone:	801-706-1389
Contact:	Melany Hillstead	Email:	director@utahpetpartners.org
Address:	10102 S Redwood Rd., Unit 95507, South Jordan, UT 84095	Performance Type:	Educational

This Contract is made and entered into by and between the parties based, in part, upon the following recitals:

- A. COUNTY operates a library system consisting of a Library Headquarters and six branch libraries and provides regular programs and special presentations for its patrons.
- B. COUNTY is desirous of obtaining the services of a professional and competent presenter to add value to its program and presentation schedule held at the various Davis County Branch Libraries.
- C. PRESENTER, who has represented to COUNTY that it is a competent and experienced presenter, desires to present an entertaining and educational program under the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, the COUNTY and PRESENTER (collectively, the "Parties") intending to be legally bound, do hereby mutually agree as follows:

1. Scope of Services. The PRESENTER hereby agrees to participate in the COUNTY'S efforts to provide entertaining and educational programs for its patrons. PRESENTER and COUNTY will plan and present a program where patrons have the opportunity to read to therapy animals. This type of program is within the scope of PRESENTER'S area of expertise as a certified dog handler. These programs will be by mutual agreement on date, time, and location set forth in writing per space availability at the branch(es) involved and the availability of the animal(s) in question, and will take place in accordance with the terms and conditions set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. PRESENTER agrees to sign an additional contract in the event the parties determine to present a program where financial payment to PRESENTER is involved. Services under this contract will be in effect from June 1, 2024 to May 31, 2025.

2. No Compensation

PRESENTER agrees to provide the presentation noted in Section 1 above for no financial compensation from the County.

3. Notice of Cancellation of Performance

A. The COUNTY is reasonably relying upon the performance of the PRESENTER under the terms of this Contract. In the event, for whatever reason, that the PRESENTER is unable to perform or deems it necessary to cancel the performance, the PRESENTER shall give immediate notice not less than 30 days prior to date of the performance, by reasonable means to a responsible representative of the COUNTY together with a reason for the cancellation. In that event, the COUNTY may substitute another presenter.

B. COUNTY may elect to cancel the program(s) of the PRESENTER for any reason, including dissatisfaction with PRESENTER'S services under this Contract. If COUNTY elects to cancel the program(s) of the PRESENTER, the COUNTY shall give immediate notice by reasonable means to the PRESENTER together with a reason for the cancellation.

C. This Contract may be terminated at any time by either party for no cause with 30 days written notice, or at any time for any material breach of this Agreement by either party.

D. If the cancellation or termination is due to circumstances beyond the control of the terminating party, such as, but not limited to, acts of nature, injury, or health, compensation may be prorated for any performance that has actually begun or been completed.

4. Independent Contractor. PRESENTER shall perform this contract as an independent contractor. PRESENTER acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any COUNTY benefits.

5. Liability and Insurance. Davis County has and shall maintain general liability insurance appropriate and adequate for the performance(s). PRESENTER shall be responsible for any claims for injury or damage arising from the negligence or conduct of the PRESENTER or any of PRESENTER's associates, co-PRESENTERS, employees, agents, representatives, volunteers, and/or any person or persons under the supervision, direction, or control of PRESENTER. PRESENTER shall also be responsible for maintaining and providing for Workers' Compensation coverage for the PRESENTER and any employee, agent, representative, or co-PRESENTER. PRESENTER carries general liability insurance and will provide a certificate of such for each location they bring their therapy animals to.

6. Indemnification. With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against COUNTY, COUNTY'S officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("Davis County Indemnitees") that arises out of this contract or the acts or omissions of PRESENTER (each, a "Claim"), PRESENTER shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those Davis County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that Davis County negligently or intentionally caused those Indemnifiable Losses..

7. Quality and Content of Performance. All performances at the Davis County Library should be of the highest quality and appropriate for all ages and family audiences. The PRESENTER agrees that at no time during the performance will any offensive materials or conduct such as, but not limited to, any vulgar language, obscene gestures, sexual content, or other offensive material be presented. In the event that the performance at any time contains offensive materials or conduct, as determined by the Library Director, the COUNTY reserves the right to immediately cancel that performance and any future performance under this agreement. If future performances under that agreement are canceled because of offensive materials or conduct, payment for those performances will be forfeited by the PRESENTER.

8. Public Information. The COUNTY may use the name, photographs and logos of the PRESENTER in any publicity or publication relating to the Library. In addition, This Contract and all documents or records regarding, concerning, or relating to this Contract, unless they are protected, private, controlled, or otherwise confidential pursuant to law, are public records and subject to disclosure under Utah law. The Parties agree and grant their express permission to allow disclosure of such records that are required to be disclosed by law. This provision takes precedence over any requirements of confidentiality, proprietary rights, copyright or other laws.

9. Survival of Terms, Provision, Promises, or Otherwise of This Contract after Termination. Termination of this Contract shall not extinguish or prejudice either Party's right to enforce this Contract, or any term, provision, or promise under this Contract, regarding insurance, indemnification, defense, save or hold harmless, or damages, or with respect to any uncured breach or default of or under this Contract.

10. Choice of Law. This Contract and all matters, disputes, and/or claims arising out of, in connection with or relating to this Contract or its subject matter, formation or validity, shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principles.

11. Severability. If any part or provision of this Contract is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Contract shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Contract, which are not prohibited or unenforceable, shall remain in full force and effect.

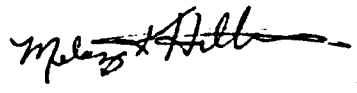
12. Authorization. The persons executing this Contract on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Contract, and that this Contract represents a binding and enforceable obligation of such party.

13. No Third-Party Beneficiaries. This Contract is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Contract.

14. Time of Essence. Time is of the essence in respect to all parts or provisions of this Contract, which specify a time performance or otherwise, and the Parties agree to comply with all such times.

15. Counterparts; Electronically Transmitted Signatures. If the parties sign this Contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this Contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

In witness whereof, each party to this Contract has caused it to be executed on the date indicated below.

DAVIS COUNTY By:  Director, Davis County Library System Date: <u>5/7/24</u>	PRESENTER By:  Print Name: <u>Melany K Hillstead</u> Its: <u>Utah Pet Partners</u> Date: <u>5-7-2024</u>
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10102 S Redwood Rd, Unit #95507, South Jordan, UT 84095 801-706-1389 UtahPetPartners.org

EXHIBIT A

Date: 10-12-2023

Name: Hillary Schmutz

Title: Children's Librarian

Phone: Office (801)451-1800, email:hschmutz@davis.co.ut.us

Facility: Davis County Libraries (7 locations - city denotes branch except where noted)
Addresses: 725 S Main St, Bountiful, 84010; 45 S 400 W, Centerville, 84014; 133 S Main St, Farmington (Headquarters), 84025; 215 N Fairfield Rd, Kaysville, 84037; 155 N Wasatch Dr, Layton, 84041; 1 N Main St, Clearfield, 84015; 1875 S 2000 W, Syracuse, 84075

We at Utah Pet Partners (UPP) appreciate the opportunity to provide animal-assisted therapy (AAT) and animal-assisted activities (AAA) services for your clients.

We have found that having a clear understanding of expectations between UPP, our volunteers and you and your staff ensures an effective, safe, and rewarding experience for your clients and our volunteers. We do not charge for our services; however, we are a donation funded organization and appreciate any support.

Our animal/handler teams are extensively trained and tested (at both ends of the leash) for their visits to your facility. All teams are registered through the internationally recognized Pet Partners® program and should provide either a digital badge, physical badge, digital copy of their official Registration Letter, or a physical copy of their official Registration Letter. These teams conduct detailed preparation prior to visiting your facility and are expected to conduct themselves with professionalism and sensitivity.

Following is a list of expectations for the UPP staff, team/s, and your facility for successful visits:

Utah Pet Partners staff will:

- 1) Ensure that all visiting teams are trained, tested, insured, and registered Pet Partners members in good standing with Utah Pet Partners.
- 2) Ensure that visiting volunteers understand the necessity of client confidentiality and agree to sign a confidentiality form if requested by your facility.
- 3) Strive to provide appropriate teams to work with your clients on mutually agreed upon days and times.
- 4) Ensure that all new teams will be accompanied by an experienced UPP team for their first visit and as many subsequent visits as is necessary for safe, successful animal-assisted activities and therapy.

Utah Pet Partners volunteer animal/handler teams will:

Improving human health and well-being in partnership with therapy animals.

DAVIS COUNTY STANDARD SERVICE PROVIDER CONTRACT

Service Provider:	Ginger Brakke Shaw	Provider Phone Number:	801-554-8320
Contact Person:	Ginger Brakke Shaw	Contact Email Address:	gingertheorigamilady@gmail.com
Provider Address:	5405 W 8320 S, West Jordan, UT 84081	Type of Service:	Educational, entertainment

County operates a Library System consisting of Library Headquarters and six branch libraries. The Library System regularly provides educational and informational events for its patrons and Davis County residents;

County is desirous of providing an origami program to benefit Library patrons and County residents;
and

Service Provider is ready, willing, and able to perform an instructional origami program on behalf of the County under the terms of this Contract.

The parties therefore agree as follows:

1. **Scope of Services.** Service Provider specifically agrees to present a sixty-minute program with origami instruction on the following date and at the following location:

Program: Family Art Night with the Origami Lady

Date and Time: Monday, May 6, 2024 at 6:30 - 7:30 pm

Location: Bountiful Branch Library, 725 S Main, Bountiful, 801-451-1760

Service Provider shall present on the dates and times set forth above and Service Provider further agrees to arrive early enough to set up and to be prepared to begin the program at the scheduled time noted above.

2. **Compensation.**

- A. County shall pay and Service Provider shall accept the total sum of \$85.00 as full payment for Service Provider's services under this Contract (\$85.00 per program), professional fees for all hours worked, and out-of-pocket expenses associated with all duties and tasks set forth in this Contract.
- B. County shall provide Service Provider with the total payment identified above upon completion of the program. Unless other arrangements are made in writing and agreed to by the Parties, the payment by County to Service Provider will be sent through the United States Postal Service and mailed within five business days after the service(s) described in this Contract are completed. County agrees to remit payment to Ginger Brakke Shaw.
- C. Unless otherwise set forth in this Contract, if this Contract is terminated prior to the completion of the required services under this Contract, County shall pay Service Provider, on a pro-rata basis, for services completed by Service Provider.
- D. Service Provider shall be responsible for the payment of any federal, state, or local taxes, contributions, assessments, or fees, which may be based on, or become due and owing, as a result of payments made by County to Service Provider.
- E. Service Provider shall be responsible for the payment to and of obligations, debts, or contractual obligations of any other entity providing personnel assistance, work, equipment, or otherwise to Service Provider arising from, in connection with, or relating to this Contract.
- F. Notwithstanding anything herein to the contrary, Service Provider must disclose its tax identification or Social Security number to County before a check or payment will be made. County will disclose that number only as required by applicable federal and state law.

3. **Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated

Version 04/05/2024

by the date associated with that party's signature). This contract will terminate on the date that the parties have satisfied each of their respective duties under sections 1 and 2 of this contract, but shall not extend past May 6, 2024, unless amended by the parties in writing.

- 4. Quality and Content of Performance.** All performances at the Davis County Library should be of the highest quality and appropriate for all ages and family audiences. Service Provider agrees that at no time during the performance will any offensive materials or conduct such as, but not limited to, any vulgar language, obscene gestures, sexual content, or other offensive material be presented. In the event that the performance at any time contains offensive materials or conduct, as determined by the Library Director, the COUNTY reserves the right to immediately cancel that performance and any future performance under this agreement. If future performances under that agreement are canceled because of offensive materials or conduct, payment for those performances will be forfeited by the Service Provider.
- 5. Early Termination.** This Contract may be terminated by any of the following actions:
 - A. Davis County may terminate this contract if annual appropriations, as part of Davis County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that Davis County's notice is effective under section 7.
 - B. Davis County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after Davis County's notice is effective under section 7.
 - C. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 7.
- 6. Best Efforts of Service Provider.** Service Provider agrees that it will at all times faithfully, industrially, and to the best of Service Provider's ability, experience, and talents, perform all of the duties that may be required of and from Service Provider pursuant to the express and implicit terms of this Contract, to the reasonable satisfaction of County.
- 7. Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

If to County:
Davis County
Attn: Director, Davis County Library System
133 South Main Street
P.O. Box 115
Farmington, UT 84025
jtankersleyt@co.davis.ut.us

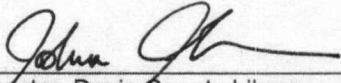
If to Service Provider:
Ginger Brakke Shaw
5405 W 8320 S
West Jordan, UT 84081
gingertheorigamilady@gmail.com

- 8. Indemnification, Defense, Hold Harmless, Waiver, and Release.** With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against Davis County, Davis County's officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("Davis County Indemnitees") that arises out of this contract or the acts or omissions of Service Provider (each, a "Claim"), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those Davis County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that Davis County negligently or intentionally caused those Indemnifiable Losses. Service Provider's compliance with

any provision of this agreement to secure and maintain insurance shall not waive or limit the obligations of this indemnification provision.

- 9. Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any Davis County benefits.
- 10. Conflict of Terms.** In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.
- 11. Assignment Restricted.** The Parties agree that neither this Contract nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of County.
- 12. Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.
- 13. Relationship of the Parties.** The relationship between the Parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Contract will be deemed to create an association, partnership, or joint venture between the Parties, give rise to fiduciary duties, or cause any of the Parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The Parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party(ies), or to bind the other party(ies) in any manner.
- 14. Entire Contract, Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.
- 15. Governing Law; Exclusive Jurisdiction.** Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in Davis County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.
- 16. Severability.** The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:
 - A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
 - B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.
- 17. Counterparts; Digital Signatures, and Electronically Transmitted Signatures.** If the parties sign this contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

IN WITNESS WHEREOF, each party to this Contract has caused it to be executed on the date indicated below.

DAVIS COUNTY By: <u></u> Director, Davis County Library Date: <u>4/22/24</u>	GINGER BRAKKE-SHAW GINGER BRAKKE SHAW By: _____ Print Name: <u>Ginger</u> Its: <u>GMS</u> 4-9-24 Date: _____
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DAVIS COUNTY LIBRARY PROGRAM CONTRACT

This contract is between, DAVIS COUNTY, a political subdivision of the State of Utah, which shall be called the "COUNTY" in this contract, and the following person or entity ("the PRESENTER") in this agreement:

Presenter: Contact: Address:	Flippers Gymnastics and Cheer Brittanie Flint 814 W 1425 N, Suite B, Layton UT 84041	Phone:	801-593-8484
		Email:	britumble@gmail.com
		Performance Type:	Summer Reading Program

This Contract is made and entered into by and between the parties based, in part, upon the following recitals:

- A. COUNTY operates a library system consisting of a Library Headquarters and six branch libraries and provides regular programs and special presentations for its patrons.
- B. COUNTY is desirous of obtaining the services of a professional and competent presenter to add value to its program and presentation schedule held at the various Davis County Branch Libraries.
- C. PRESENTER, who has represented to COUNTY that it is a competent and experienced presenter, desires to present an entertaining and educational program under the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, the COUNTY and PRESENTER (collectively, the "Parties") intending to be legally bound, do hereby mutually agree as follows:

1. Scope of Services. The PRESENTER hereby agrees to participate in the COUNTY'S efforts to provide entertaining and educational programs for its patrons by presenting two approximately fifty-minute presentations showcasing gymnastics and allow attendees to try some easy stretches and exercises. COUNTY will provide access to our sound system as needed. PRESENTER agrees to present two performances on the following dates and at the following locations:

Program:	Jump Into Gymnastics
Date/Time:	Monday, June 24, 2024 at 3:00 - 4:00 pm
Location:	Clearfield Branch Library, 1 North Main St, Clearfield, 801-451-1840
Date/Time:	Monday, July 8, 2024 at 6:30 - 7:30 pm
Location:	Syracuse Branch Library, 1875 S 2000 W, Syracuse, 801-451-1850

The PRESENTER shall present the programs on the dates and times set forth in the foregoing Sub-paragraph

1. PRESENTER further agrees to arrive early enough to set up and to be prepared to begin the program at the scheduled time(s) identified above.

2. No Compensation

PRESENTER agrees to provide the presentation noted in Section 1 above for no financial compensation from the County.

3. Notice of Cancellation of Performance

A. The COUNTY is reasonably relying upon the performance of the PRESENTER under the terms of this Contract. In the event, for whatever reason, that the PRESENTER is unable to perform or deems it necessary to cancel the performance, the PRESENTER shall give immediate notice not less than 30 days prior to date of the performance, by reasonable means to a responsible representative of the COUNTY together with a reason for the cancellation. In that event, the COUNTY may substitute another presenter.

B. COUNTY may elect to cancel the program(s) of the PRESENTER for any reason, including dissatisfaction with PRESENTER'S services under this Contract. If COUNTY elects to cancel the program(s) of the PRESENTER, the COUNTY shall give immediate notice by reasonable means to the PRESENTER together with a reason for the cancellation.

C. This Contract may be terminated at any time by either party for no cause with 30 days written notice, or at any time for any material breach of this Agreement by either party.

D. If the cancellation or termination is due to circumstances beyond the control of the terminating party, such as, but not limited to, acts of nature, injury, or health, compensation may be prorated for any performance that has actually begun or been completed.

4. Independent Contractor. PRESENTER shall perform this contract as an independent contractor. PRESENTER acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any COUNTY benefits.

5. Liability and Insurance. Davis County has and shall maintain general liability insurance appropriate and adequate for the performance(s). PRESENTER shall be responsible for any claims for injury or damage arising from the negligence or conduct of the PRESENTER or any of PRESENTER's associates, co-PRESENTERS, employees, agents, representatives, volunteers, and/or any person or persons under the supervision, direction, or control of PRESENTER. PRESENTER shall also be responsible for maintaining and providing for Workers' Compensation coverage for the PRESENTER and any employee, agent, representative, or co-PRESENTER.

6. Indemnification. With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against COUNTY, COUNTY'S officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("Davis County Indemnitees") that arises out of this contract or the acts or omissions of PRESENTER (each, a "Claim"), PRESENTER shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those Davis County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that Davis County negligently or intentionally caused those Indemnifiable Losses..

7. Quality and Content of Performance. All performances at the Davis County Library should be of the highest quality and appropriate for all ages and family audiences. The PRESENTER agrees that at no time during the performance will any offensive materials or conduct such as, but not limited to, any vulgar language, obscene gestures, sexual content, or other offensive material be presented. In the event that the performance at any time contains offensive materials or conduct, as determined by the Library Director, the COUNTY reserves the right to immediately cancel that performance and any future performance under this agreement. If future performances under that agreement are canceled because of offensive materials or conduct, payment for those performances will be forfeited by the PRESENTER.

8. Public Information. The COUNTY may use the name, photographs and logos of the PRESENTER in any publicity or publication relating to the Library. In addition, This Contract and all documents or records regarding, concerning, or relating to this Contract, unless they are protected, private, controlled, or otherwise confidential pursuant to law, are public records and subject to disclosure under Utah law. The Parties agree and grant their express permission to allow disclosure of such records that are required to be disclosed by law. This provision takes precedence over any requirements of confidentiality, proprietary rights, copyright or other laws.

9. Survival of Terms, Provision, Promises, or Otherwise of This Contract after Termination. Termination of this Contract shall not extinguish or prejudice either Party's right to enforce this Contract, or any term,

provision, or promise under this Contract, regarding insurance, indemnification, defense, save or hold harmless, or damages, or with respect to any uncured breach or default of or under this Contract.

10. Choice of Law. This Contract and all matters, disputes, and/or claims arising out of, in connection with or relating to this Contract or its subject matter, formation or validity, shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principles.

11. Severability. If any part or provision of this Contract is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Contract shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Contract, which are not prohibited or unenforceable, shall remain in full force and effect.

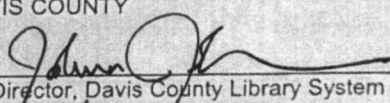
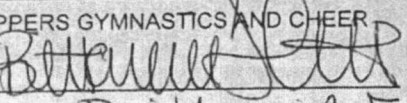
12. Authorization. The persons executing this Contract on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Contract, and that this Contract represents a binding and enforceable obligation of such party.

13. No Third-Party Beneficiaries. This Contract is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Contract.

14. Time of Essence. Time is of the essence in respect to all parts or provisions of this Contract, which specify a time performance or otherwise, and the Parties agree to comply with all such times.

15. Counterparts; Electronically Transmitted Signatures. If the parties sign this Contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this Contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

In witness whereof, each party to this Contract has caused it to be executed on the date indicated below.

DAVIS COUNTY By:  Director, Davis County Library System Date: <u>4/16/24</u>	FLIPPERS GYMNASTICS AND CHEER By:  Print Name: <u>Brittanie Flint</u> Its: <u>Flippers Gymnastics</u> Date: <u>02/20/24</u>
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DAVIS COUNTY LIBRARY PROGRAM CONTRACT

This contract is between, DAVIS COUNTY, a political subdivision of the State of Utah, which shall be called the "COUNTY" in this contract, and the following person or entity ("the PRESENTER") in this agreement:

Presenter: Contact: Address:	Heritage Museum of Layton Josie Newbold, Curator 403 Wasatch Dr Layton UT 84041	Phone:	801-336-3930
		Email:	jnewbold@laytoncity.org
		Performance Type:	Summer Reading Program

This Contract is made and entered into by and between the parties based, in part, upon the following recitals:

- A. COUNTY operates a library system consisting of a Library Headquarters and six branch libraries and provides regular programs and special presentations for its patrons.
- B. COUNTY is desirous of obtaining the services of a professional and competent presenter to add value to its program and presentation schedule held at the various Davis County Branch Libraries.
- C. PRESENTER, who has represented to COUNTY that it is a competent and experienced presenter, desires to present an entertaining and educational program under the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, the COUNTY and PRESENTER (collectively, the "Parties") intending to be legally bound, do hereby mutually agree as follows:

1. Scope of Services. The PRESENTER hereby agrees to participate in the COUNTY'S efforts to provide entertaining and educational presentations for its patrons by presenting one approximately two fifty-minute programs on local history including pioneer themed games, and an opportunity to try simple weaving techniques. PRESENTER agrees to present two performances on the following dates and at the following locations:

Program:	Adventures in History
Date/Time:	Monday, July 1, 2024 at 3:00 - 4:00 pm
Location:	Layton Branch Library, 155 N Wasatch Dr, Layton, 801-451-1820
Date/Time:	Wednesday, July 3, 2024 at 3:00 - 4:00 pm
Location:	Syracuse Branch Library, 1875 S 2000 W, Syracuse, 801-451-1850

The PRESENTER shall present the programs on the dates and times set forth in the foregoing Sub-paragraph 1. PRESENTER further agrees to arrive early enough to set up and to be prepared to begin the program at the scheduled time(s) identified above.

2. No Compensation

PRESENTER agrees to provide the presentation noted in Section 1 above for no financial compensation from the County.

3. Notice of Cancellation of Performance

A. The COUNTY is reasonably relying upon the performance of the PRESENTER under the terms of this Contract. In the event, for whatever reason, that the PRESENTER is unable to perform or deems it necessary

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to cancel the performance, the PRESENTER shall give immediate notice not less than 30 days prior to date of the performance, by reasonable means to a responsible representative of the COUNTY together with a reason for the cancellation. In that event, the COUNTY may substitute another presenter.

B. COUNTY may elect to cancel the program(s) of the PRESENTER for any reason, including dissatisfaction with PRESENTER'S services under this Contract. If COUNTY elects to cancel the program(s) of the PRESENTER, the COUNTY shall give immediate notice by reasonable means to the PRESENTER together with a reason for the cancellation.

C. This Contract may be terminated at any time by either party for no cause with 30 days written notice, or at any time for any material breach of this Agreement by either party.

D. If the cancellation or termination is due to circumstances beyond the control of the terminating party, such as, but not limited to, acts of nature, injury, or health, compensation may be prorated for any performance that has actually begun or been completed.

4. Independent Contractor. PRESENTER shall perform this contract as an independent contractor. PRESENTER acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any COUNTY benefits.

5. Liability and Insurance. Davis County has and shall maintain general liability insurance appropriate and adequate for the performance(s). PRESENTER shall be responsible for any claims for injury or damage arising from the negligence or conduct of the PRESENTER or any of PRESENTER's associates, co-PRESENTERS, employees, agents, representatives, volunteers, and/or any person or persons under the supervision, direction, or control of PRESENTER. PRESENTER shall also be responsible for maintaining and providing for Workers' Compensation coverage for the PRESENTER and any employee, agent, representative, or co-PRESENTER.

6. Indemnification. With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against COUNTY, COUNTY'S officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("Davis County Indemnitees") that arises out of this contract or the acts or omissions of PRESENTER (each, a "Claim"), PRESENTER shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those Davis County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that Davis County negligently or intentionally caused those Indemnifiable Losses..

7. Quality and Content of Performance. All performances at the Davis County Library should be of the highest quality and appropriate for all ages and family audiences. The PRESENTER agrees that at no time during the performance will any offensive materials or conduct such as, but not limited to, any vulgar language, obscene gestures, sexual content, or other offensive material be presented. In the event that the performance at any time contains offensive materials or conduct, as determined by the Library Director, the COUNTY reserves the right to immediately cancel that performance and any future performance under this agreement. If future performances under that agreement are canceled because of offensive materials or conduct, payment for those performances will be forfeited by the PRESENTER.

8. Public Information. The COUNTY may use the name, photographs and logos of the PRESENTER in any publicity or publication relating to the Library. In addition, This Contract and all documents or records regarding, concerning, or relating to this Contract, unless they are protected, private, controlled, or otherwise confidential pursuant to law, are public records and subject to disclosure under Utah law. The Parties agree and grant their

express permission to allow disclosure of such records that are required to be disclosed by law. This provision takes precedence over any requirements of confidentiality, proprietary rights, copyright or other laws.

9. Survival of Terms, Provision, Promises, or Otherwise of This Contract after Termination. Termination of this Contract shall not extinguish or prejudice either Party's right to enforce this Contract, or any term, provision, or promise under this Contract, regarding insurance, indemnification, defense, save or hold harmless, or damages, or with respect to any uncured breach or default of or under this Contract.

10. Choice of Law. This Contract and all matters, disputes, and/or claims arising out of, in connection with or relating to this Contract or its subject matter, formation or validity, shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principles.

11. Severability. If any part or provision of this Contract is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Contract shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Contract, which are not prohibited or unenforceable, shall remain in full force and effect.

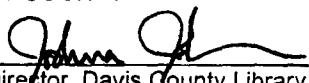
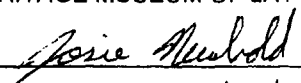
12. Authorization. The persons executing this Contract on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Contract, and that this Contract represents a binding and enforceable obligation of such party.

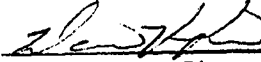
13. No Third-Party Beneficiaries. This Contract is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Contract.

14. Time of Essence. Time is of the essence in respect to all parts or provisions of this Contract, which specify a time performance or otherwise, and the Parties agree to comply with all such times.

15. Counterparts; Electronically Transmitted Signatures. If the parties sign this Contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this Contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

In witness whereof, each party to this Contract has caused it to be executed on the date indicated below.

DAVIS COUNTY By: <u></u> Director, Davis County Library System Date: <u>3/28/24</u>	HERITAGE MUSEUM OF LAYTON CITY By: <u></u> Print Name: <u>Josie Newbold</u> Its: _____ Date: <u>3/25/2024</u>
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 3.20.24
Parks & Recreations Director Date

DAVIS COUNTY LIBRARY PROGRAM CONTRACT

This contract is between, DAVIS COUNTY, a political subdivision of the State of Utah, which shall be called the "COUNTY" in this contract, and the following person or entity ("the PRESENTER") in this agreement:

Presenter: Contact:	Utah State University Utah State University Extension- Madison McArthur 80 E Sego Lily Drive, Kaysville, UT 84037	Phone:	801-499-5370
Address:		Email:	madison.mcarthur@usu.edu
		Performance Type:	Educational

This Contract is made and entered into by and between the parties based, in part, upon the following recitals:

- A. COUNTY operates a library system consisting of a Library Headquarters and six branch libraries and provides regular programs and special presentations for its patrons.
- B. COUNTY is desirous of obtaining the services of a professional and competent presenter to add value to its program and presentation schedule held at the various Davis County Branch Libraries.
- C. PRESENTER, who has represented to COUNTY that it is a competent and experienced presenter, desires to present an entertaining and educational program under the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, the COUNTY and PRESENTER (collectively, the "Parties") intending to be legally bound, do hereby mutually agree as follows:

1. Scope of Services. The PRESENTER hereby agrees to participate in the COUNTY'S efforts to provide educational programs for its patrons by presenting four approximately sixty minute programs in Spanish on creating nutritious meals using fresh produce. PRESENTER agrees to present four programs on the following dates and at the following location:

Program: Create Better Health in Spanish

Date/Time: Mondays, July 1, 8, 15, & 22, 2024 at 7:00 - 8:00 pm

Location: Clearfield Branch Library, 1 N Main St, Clearfield, 801-451-1840

The PRESENTER shall present the programs on the dates and times set forth in the foregoing Sub-paragraph 1. PRESENTER further agrees to arrive early enough to set up and to be prepared to begin the program at the scheduled time(s) identified above.

2. No Compensation

PRESENTER agrees to provide the presentations noted in Section 1 above for no financial compensation from the County.

3. Notice of Cancellation of Performance

A. The COUNTY is reasonably relying upon the performance of the PRESENTER under the terms of this Contract. In the event, for whatever reason, that the PRESENTER is unable to perform or deems it necessary to cancel the performance, the PRESENTER shall give immediate notice not less than 30 days prior to date of the performance, by reasonable means to a responsible representative of the COUNTY together with a reason for the cancellation. In that event, the COUNTY may substitute another presenter.

B. COUNTY may elect to cancel the program(s) of the PRESENTER for any reason, including dissatisfaction with PRESENTER'S services under this Contract. If COUNTY elects to cancel the program(s) of the PRESENTER, the COUNTY shall give immediate notice by reasonable means to the PRESENTER together with a reason for the cancellation.

C. This Contract may be terminated at any time by either party for no cause with 30 days written notice, or at any time for any material breach of this Agreement by either party.

D. If the cancellation or termination is due to circumstances beyond the control of the terminating party, such as, but not limited to, acts of nature, injury, or health, compensation may be prorated for any performance that has actually begun or been completed.

4. Independent Contractor. PRESENTER shall perform this contract as an independent contractor. PRESENTER acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any COUNTY benefits.

5. Liability and Insurance. Davis County has and shall maintain general liability insurance appropriate and adequate for the performance(s). PRESENTER shall be responsible for any claims for injury or damage arising from the negligence or conduct of the PRESENTER or any of PRESENTER's associates, co-PRESENTERS, employees, agents, representatives, volunteers, and/or any person or persons under the supervision, direction, or control of PRESENTER. PRESENTER shall also be responsible for maintaining and providing for Workers' Compensation coverage for the PRESENTER and any employee, agent, representative, or co-PRESENTER.

6. Indemnification. With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against COUNTY, COUNTY'S officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("Davis County Indemnitees") that arises out of this contract or the acts or omissions of PRESENTER (each, a "Claim"), PRESENTER shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those Davis County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that Davis County negligently or intentionally caused those Indemnifiable Losses..

7. Quality and Content of Performance. All performances at the Davis County Library should be of the highest quality and appropriate for all ages and family audiences. The PRESENTER agrees that at no time during the performance will any offensive materials or conduct such as, but not limited to, any vulgar language, obscene gestures, sexual content, or other offensive material be presented. In the event that the performance at any time contains offensive materials or conduct, as determined by the Library Director, the COUNTY reserves the right to immediately cancel that performance and any future performance under this agreement. If future performances under that agreement are canceled because of offensive materials or conduct, payment for those performances will be forfeited by the PRESENTER.

8. Public Information. The COUNTY may use the name, photographs and logos of the PRESENTER in any publicity or publication relating to the Library. In addition, This Contract and all documents or records regarding, concerning, or relating to this Contract, unless they are protected, private, controlled, or otherwise confidential pursuant to law, are public records and subject to disclosure under Utah law. The Parties agree and grant their express permission to allow disclosure of such records that are required to be disclosed by law. This provision takes precedence over any requirements of confidentiality, proprietary rights, copyright or other laws.

9. Survival of Terms, Provision, Promises, or Otherwise of This Contract after Termination. Termination of this Contract shall not extinguish or prejudice either Party's right to enforce this Contract, or any term,

provision, or promise under this Contract, regarding insurance, indemnification, defense, save or hold harmless, or damages, or with respect to any uncured breach or default of or under this Contract.

10. Choice of Law. This Contract and all matters, disputes, and/or claims arising out of, in connection with or relating to this Contract or its subject matter, formation or validity, shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principles.

11. Severability. If any part or provision of this Contract is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Contract shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Contract, which are not prohibited or unenforceable, shall remain in full force and effect.

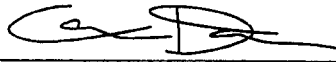
12. Authorization. The persons executing this Contract on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Contract, and that this Contract represents a binding and enforceable obligation of such party.

13. No Third-Party Beneficiaries. This Contract is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Contract.

14. Time of Essence. Time is of the essence in respect to all parts or provisions of this Contract, which specify a time performance or otherwise, and the Parties agree to comply with all such times.

15. Counterparts; Electronically Transmitted Signatures. If the parties sign this Contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this Contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

In witness whereof, each party to this Contract has caused it to be executed on the date indicated below.

DAVIS COUNTY By:  Director, Davis County Library System Date: <u>8/6/24</u>	PRESENTER By:  Print Name: <u>Cameron Davis</u> Its: <u>Purchasing Agent</u> Date: <u>24 May 2024</u>
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DAVIS COUNTY LIBRARY PROGRAM CONTRACT

This contract is between, DAVIS COUNTY, a political subdivision of the State of Utah, which shall be called the "COUNTY" in this contract, and the following person or entity ("the PRESENTER") in this agreement:

Presenter: Contact: Address:	Utah State University Ally Chambers, Utah State University Extension Service 670 East 500 North Logan, UT 84322	Phone:	801-721-5066
		Email:	ally.chambers@usu.edu
		Performance Type:	Educational

This Contract is made and entered into by and between the parties based, in part, upon the following recitals:

- A. COUNTY operates a library system consisting of a Library Headquarters and six branch libraries and provides regular programs and special presentations for its patrons.
- B. COUNTY is desirous of obtaining the services of a professional and competent presenter to add value to its program and presentation schedule held at the various Davis County Branch Libraries.
- C. PRESENTER, who has represented to COUNTY that it is a competent and experienced presenter, desires to present an entertaining and educational program under the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, the COUNTY and PRESENTER (collectively, the "Parties") intending to be legally bound, do hereby mutually agree as follows:

1. Scope of Services. The PRESENTER hereby agrees to participate in the COUNTY'S efforts to provide entertaining and educational presentations for its patrons by presenting four approximately two-hour presentations on The Seven Principles of Making Marriage Work. PRESENTER agrees to present on the following dates and at the following location:

Program: Seven Principles of Making Marriage Work

Date/Time: Tuesday, July 30, 2024 at 6:00 - 8:00 pm

Date/Time: Tuesday, August 6, 2024 at 6:00 - 8:00 pm

Date/Time: Tuesday, August 13, 2024 at 6:00 - 8:00 pm

Date/Time: Tuesday, August 20, 2024 at 6:00 - 8:00 pm

Location: Headquarters Library, 133 S Main St., Farmington, 801-451-3030

The PRESENTER shall present the programs on the dates and times set forth in the foregoing Sub-paragraph 1. PRESENTER further agrees to arrive early enough to set up and to be prepared to begin the program at the scheduled dates and time(s) identified above.

2. No Compensation

PRESENTER agrees to provide the presentation noted in Section 1 above for no financial compensation from the County.

3. Notice of Cancellation of Performance

A. The COUNTY is reasonably relying upon the performance of the PRESENTER under the terms of this Contract. In the event, for whatever reason, that the PRESENTER is unable to perform or deems it necessary to cancel the performance, the PRESENTER shall give immediate notice not less than 30 days prior to date of

the performance, by reasonable means to a responsible representative of the COUNTY together with a reason for the cancellation. In that event, the COUNTY may substitute another presenter.

B. COUNTY may elect to cancel the program(s) of the PRESENTER for any reason, including dissatisfaction with PRESENTER'S services under this Contract. If COUNTY elects to cancel the program(s) of the PRESENTER, the COUNTY shall give immediate notice by reasonable means to the PRESENTER together with a reason for the cancellation.

C. This Contract may be terminated at any time by either party for no cause with 30 days written notice, or at any time for any material breach of this Agreement by either party.

D. If the cancellation or termination is due to circumstances beyond the control of the terminating party, such as, but not limited to, acts of nature, injury, or health, compensation may be prorated for any performance that has actually begun or been completed.

4. Independent Contractor. PRESENTER shall perform this contract as an independent contractor. PRESENTER acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any COUNTY benefits.

5. Liability and Insurance. Davis County has and shall maintain general liability insurance appropriate and adequate for the performance(s). PRESENTER shall be responsible for any claims for injury or damage arising from the negligence or conduct of the PRESENTER or any of PRESENTER's associates, co-PRESENTERS, employees, agents, representatives, volunteers, and/or any person or persons under the supervision, direction, or control of PRESENTER. PRESENTER shall also be responsible for maintaining and providing for Workers' Compensation coverage for the PRESENTER and any employee, agent, representative, or co-PRESENTER.

6. Indemnification. With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against COUNTY, COUNTY'S officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("Davis County Indemnitees") that arises out of this contract or the acts or omissions of PRESENTER (each, a "Claim"), PRESENTER shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those Davis County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that Davis County negligently or intentionally caused those Indemnifiable Losses..

7. Quality and Content of Performance. All performances at the Davis County Library should be of the highest quality and appropriate for all ages and family audiences. The PRESENTER agrees that at no time during the performance will any offensive materials or conduct such as, but not limited to, any vulgar language, obscene gestures, sexual content, or other offensive material be presented. In the event that the performance at any time contains offensive materials or conduct, as determined by the Library Director, the COUNTY reserves the right to immediately cancel that performance and any future performance under this agreement. If future performances under that agreement are canceled because of offensive materials or conduct, payment for those performances will be forfeited by the PRESENTER.

8. Public Information. The COUNTY may use the name, photographs and logos of the PRESENTER in any publicity or publication relating to the Library. In addition, This Contract and all documents or records regarding, concerning, or relating to this Contract, unless they are protected, private, controlled, or otherwise confidential pursuant to law, are public records and subject to disclosure under Utah law. The Parties agree and grant their

express permission to allow disclosure of such records that are required to be disclosed by law. This provision takes precedence over any requirements of confidentiality, proprietary rights, copyright or other laws.

9. Survival of Terms, Provision, Promises, or Otherwise of This Contract after Termination. Termination of this Contract shall not extinguish or prejudice either Party's right to enforce this Contract, or any term, provision, or promise under this Contract, regarding insurance, indemnification, defense, save or hold harmless, or damages, or with respect to any uncured breach or default of or under this Contract.

10. Choice of Law. This Contract and all matters, disputes, and/or claims arising out of, in connection with or relating to this Contract or its subject matter, formation or validity, shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principles.

11. Severability. If any part or provision of this Contract is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Contract shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Contract, which are not prohibited or unenforceable, shall remain in full force and effect.

12. Authorization. The persons executing this Contract on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Contract, and that this Contract represents a binding and enforceable obligation of such party.

13. No Third-Party Beneficiaries. This Contract is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Contract.

14. Time of Essence. Time is of the essence in respect to all parts or provisions of this Contract, which specify a time performance or otherwise, and the Parties agree to comply with all such times.

15. Counterparts; Electronically Transmitted Signatures. If the parties sign this Contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this Contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

In witness whereof, each party to this Contract has caused it to be executed on the date indicated below.

DAVIS COUNTY By:  Director, Davis County Library System Date: <u>5/29/24</u>	PRESENTER By:  Print Name: <u>Cameron Davis</u> Its: <u>Purchasing Agent</u> Date: <u>23 May 2024</u>
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DAVIS COUNTY LIBRARY PROGRAM CONTRACT

This contract is between, DAVIS COUNTY, a political subdivision of the State of Utah, which shall be called the "COUNTY" in this contract, and the following person or entity ("the PRESENTER") in this agreement:

Presenter: Contact: Address:	Laotian Cultural Organization	Phone:	385-274-8895
	Lena Pham	Email:	watlaoslbuddharam@gmail.com
	7010 W Parkway Blvd, WVC, UT 84128	Performance Type:	Summer Reading Program

This Contract is made and entered into by and between the parties based, in part, upon the following recitals:

- A. COUNTY operates a library system consisting of a Library Headquarters and six branch libraries and provides regular programs and special presentations for its patrons.
- B. COUNTY is desirous of obtaining the services of a professional and competent presenter to add value to its program and presentation schedule held at the various Davis County Branch Libraries.
- C. PRESENTER, who has represented to COUNTY that it is a competent and experienced presenter, desires to present an entertaining and educational program under the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, the COUNTY and PRESENTER (collectively, the "Parties") intending to be legally bound, do hereby mutually agree as follows:

1. Scope of Services. The PRESENTER hereby agrees to participate in the COUNTY'S efforts to provide entertaining and educational presentations for its patrons by presenting an approximately fifty to sixty minute program on dances from Laos including teaching attendees some basic dance steps. PRESENTER agrees to present one performance on the following date and at the following location:

Program: Laotian Dance Adventure
Date and Time: Wednesday, July 10, 2024 at 6:30 - 7:30 pm
Location: Layton Branch Library, 155 N Wasatch Dr, Layton, 81-451-1820

The PRESENTER shall present the programs on the date and time set forth in the foregoing Sub-paragraph 1. PRESENTER further agrees to arrive early enough to set up and to be prepared to begin the program at the scheduled time(s) identified above.

2. No Compensation

PRESENTER agrees to provide the presentation noted in Section 1 above for no financial compensation from the County.

3. Notice of Cancellation of Performance

A. The COUNTY is reasonably relying upon the performance of the PRESENTER under the terms of this Contract. In the event, for whatever reason, that the PRESENTER is unable to perform or deems it necessary to cancel the performance, the PRESENTER shall give immediate notice not less than 30 days prior to date of the performance, by reasonable means to a responsible representative of the COUNTY together with a reason for the cancellation. In that event, the COUNTY may substitute another presenter.

B. COUNTY may elect to cancel the program(s) of the PRESENTER for any reason, including dissatisfaction with PRESENTER'S services under this Contract. If COUNTY elects to cancel the program(s) of

the PRESENTER, the COUNTY shall give immediate notice by reasonable means to the PRESENTER together with a reason for the cancellation.

C. This Contract may be terminated at any time by either party for no cause with 30 days written notice, or at any time for any material breach of this Agreement by either party.

D. If the cancellation or termination is due to circumstances beyond the control of the terminating party, such as, but not limited to, acts of nature, injury, or health, compensation may be prorated for any performance that has actually begun or been completed.

4. Independent Contractor. PRESENTER shall perform this contract as an independent contractor. PRESENTER acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any COUNTY benefits.

5. Liability and Insurance. Davis County has and shall maintain general liability insurance appropriate and adequate for the performance(s). PRESENTER shall be responsible for any claims for injury or damage arising from the negligence or conduct of the PRESENTER or any of PRESENTER's associates, co-PRESENTERS, employees, agents, representatives, volunteers, and/or any person or persons under the supervision, direction, or control of PRESENTER. PRESENTER shall also be responsible for maintaining and providing for Workers' Compensation coverage for the PRESENTER and any employee, agent, representative, or co-PRESENTER.

6. Indemnification. With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against COUNTY, COUNTY'S officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("Davis County Indemnitees") that arises out of this contract or the acts or omissions of PRESENTER (each, a "Claim"), PRESENTER shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those Davis County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that Davis County negligently or intentionally caused those Indemnifiable Losses..

7. Quality and Content of Performance. All performances at the Davis County Library should be of the highest quality and appropriate for all ages and family audiences. The PRESENTER agrees that at no time during the performance will any offensive materials or conduct such as, but not limited to, any vulgar language, obscene gestures, sexual content, or other offensive material be presented. In the event that the performance at any time contains offensive materials or conduct, as determined by the Library Director, the COUNTY reserves the right to immediately cancel that performance and any future performance under this agreement. If future performances under that agreement are canceled because of offensive materials or conduct, payment for those performances will be forfeited by the PRESENTER.

8. Public Information. The COUNTY may use the name, photographs and logos of the PRESENTER in any publicity or publication relating to the Library. In addition, This Contract and all documents or records regarding, concerning, or relating to this Contract, unless they are protected, private, controlled, or otherwise confidential pursuant to law, are public records and subject to disclosure under Utah law. The Parties agree and grant their express permission to allow disclosure of such records that are required to be disclosed by law. This provision takes precedence over any requirements of confidentiality, proprietary rights, copyright or other laws.

9. Survival of Terms, Provision, Promises, or Otherwise of This Contract after Termination. Termination of this Contract shall not extinguish or prejudice either Party's right to enforce this Contract, or any term, provision, or promise under this Contract, regarding insurance, indemnification, defense, save or hold harmless, or damages, or with respect to any uncured breach or default of or under this Contract.

10. Choice of Law. This Contract and all matters, disputes, and/or claims arising out of, in connection with or relating to this Contract or its subject matter, formation or validity, shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principles.

11. Severability. If any part or provision of this Contract is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Contract shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Contract, which are not prohibited or unenforceable, shall remain in full force and effect.

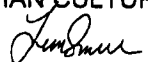
12. Authorization. The persons executing this Contract on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Contract, and that this Contract represents a binding and enforceable obligation of such party.

13. No Third-Party Beneficiaries. This Contract is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Contract.

14. Time of Essence. Time is of the essence in respect to all parts or provisions of this Contract, which specify a time performance or otherwise, and the Parties agree to comply with all such times.

15. Counterparts; Electronically Transmitted Signatures. If the parties sign this Contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this Contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

In witness whereof, each party to this Contract has caused it to be executed on the date indicated below.

DAVIS COUNTY By: <u></u> Director, Davis County Library System Date: <u>4/2/24</u>	LAOTIAN CULTURAL ORGANIZATION By: <u></u> Print Name: <u>Lena Sisavath-Pham</u> Its: _____ Date: <u>04/01/2024</u>
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DAVIS COUNTY STANDARD SERVICE PROVIDER CONTRACT

Service Provider:	Jim Teahan	Provider Phone Number:	385-214-0636
Contact Person:	Jim Teahan	Contact Email Address:	jrt2020_2@msn.com
Provider Address:	676 E Country Breeze Cir. Draper, Utah, 84020	Type of Service:	Educational

County operates a Library System consisting of Library Headquarters and six branch libraries. The Library System regularly provides educational and informational events for its patrons and Davis County residents;

County is desirous of providing two gardening programs to benefit Library patrons and County residents; and

Service Provider, certified Square Foot Gardening instructor, is ready, willing, and able to perform an introductory presentation on this subject on behalf of the County under the terms of this Contract.

The parties therefore agree as follows:

1. **Scope of Services.** Service Provider specifically agrees to present an approximately ninety minute introduction to Square Foot Gardening followed by a question and answer session on the following date and at the following location:

Program: Gardening with Jim Teahan

Date and Time: Monday, July 22, 6:30 - 8:00 pm (Square Foot Gardening Lite)

Location: Layton Branch Library, 155 N Wasatch Dr, Layton, 801-451-1820

Date and Time: Tuesday, August 6, 6:30 - 8:30 pm (Winter Garden)

Location: Layton Branch Library, 155 N Wasatch Dr, Layton, 801-451-1820

Service Provider shall present on the dates and times set forth above and Service Provider further agrees to arrive early enough to set up and to be prepared to begin the program at the scheduled time noted above.

2. Compensation.

- A. County shall pay and Service Provider shall accept the total sum of \$200.00 as full payment for Service Provider's services under this Contract, professional fees for all hours worked, and out-of-pocket expenses associated with all duties and tasks set forth in this Contract.
- B. County shall provide Service Provider with the total payment identified above upon completion of the program. Unless other arrangements are made in writing and agreed to by the Parties, the payment by County to Service Provider will be sent through the United States Postal Service and mailed within five business days after the service(s) described in this Contract are completed. County agrees to remit payment to Jim Teahan.
- C. Unless otherwise set forth in this Contract, if this Contract is terminated prior to the completion of the required services under this Contract, County shall pay Service Provider, on a pro-rata basis, for services completed by Service Provider.
- D. Service Provider shall be responsible for the payment of any federal, state, or local taxes, contributions, assessments, or fees, which may be based on, or become due and owing, as a result of payments made by County to Service Provider.
- E. Service Provider shall be responsible for the payment to and of obligations, debts, or contractual obligations of any other entity providing personnel assistance, work, equipment, or otherwise to Service Provider arising from, in connection with, or relating to this Contract.
- F. Notwithstanding anything herein to the contrary, Service Provider must disclose its tax identification or Social Security number to County before a check or payment will be made. County will disclose that number only as required by applicable federal and state law.

3. **Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on the date that the parties have satisfied each of their respective duties under sections 1 and 2 of this contract, but shall not extend past April 11, 2022, unless amended by the parties in writing.
4. **Quality and Content of Performance.** All performances at the Davis County Library should be of the highest quality and appropriate for all ages and family audiences. Service Provider agrees that at no time during the performance will any offensive materials or conduct such as, but not limited to, any vulgar language, obscene gestures, sexual content, or other offensive material be presented. In the event that the performance at any time contains offensive materials or conduct, as determined by the Library Director, the COUNTY reserves the right to immediately cancel that performance and any future performance under this agreement. If future performances under that agreement are canceled because of offensive materials or conduct, payment for those performances will be forfeited by the Service Provider.
5. **Early Termination.** This Contract may be terminated by any of the following actions:
 - A. Davis County may terminate this contract if annual appropriations, as part of Davis County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that Davis County's notice is effective under section 7.
 - B. Davis County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after Davis County's notice is effective under section 7.
 - C. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 7.
6. **Best Efforts of Service Provider.** Service Provider agrees that it will at all times faithfully, industrially, and to the best of Service Provider's ability, experience, and talents, perform all of the duties that may be required of and from Service Provider pursuant to the express and implicit terms of this Contract, to the reasonable satisfaction of County.
7. **Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

If to County:
 Davis County
 Attn: Director, Davis County Library System
 133 South Main Street
 P.O. Box 115
 Farmington, UT 84025
 jtankersleyt@co.davis.ut.us

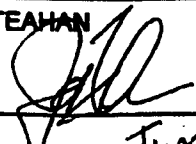
If to Service Provider:
 Jim Teahan
 676 E Country Breeze Circle
 Draper, Utah, 84020
 jt2020_2@msn.com

8. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against Davis County, Davis County's officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("Davis County Indemnitees") that arises out of this contract or the acts or omissions of Service Provider (each, a "Claim"), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those Davis County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that Davis County negligently or intentionally caused those Indemnifiable Losses. Service Provider's compliance with

any provision of this agreement to secure and maintain insurance shall not waive or limit the obligations of this indemnification provision.

9. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any Davis County benefits.
10. **Conflict of Terms.** In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.
11. **Assignment Restricted.** The Parties agree that neither this Contract nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of County.
12. **Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.
13. **Relationship of the Parties.** The relationship between the Parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Contract will be deemed to create an association, partnership, or joint venture between the Parties, give rise to fiduciary duties, or cause any of the Parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The Parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party(ies), or to bind the other party(ies) in any manner.
14. **Entire Contract, Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.
15. **Governing Law; Exclusive Jurisdiction.** Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in Davis County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.
16. **Severability.** The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:
 - A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
 - B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.
17. **Counterparts; Digital Signatures, and Electronically Transmitted Signatures.** If the parties sign this contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

IN WITNESS WHEREOF, each party to this Contract has caused it to be executed on the date indicated below.

DAVIS COUNTY	JIM TEAHAN
By: <u></u>	By: <u></u>
Director, Davis County Library	Print Name: <u>JIM TEAHAN</u>
Date: <u>7/9/24</u>	Its: _____
	Date: <u>7.8.24</u>

DAVIS COUNTY STANDARD SERVICE PROVIDER CONTRACT

This contract is between, DAVIS COUNTY, a political subdivision of the State of Utah, which shall be called the "COUNTY" in this contract, and the following person or entity ("the PRESENTER") in this agreement:

Service Provider:	One-Eighty Out, Inc., Duane	CaProvider Phone Number:	719-322-6234
Contact Person:	Duane or Cheryl Carey	Contact Email Address:	careycher1@msn.com
Provider Address:	5938 Instone Circle, Colorado Springs, CO 80922-1716	Type of Service:	Educational

County operates a Library System consisting of Library Headquarters and six branch libraries. The Library System regularly provides educational and informational events for its patrons and Davis County residents;

County is desirous of providing an educational program to benefit Library patrons and County residents; and

Service Provider is ready, willing, and able to present a space-related program on behalf of the County under the terms of this Contract.

The parties therefore agree as follows:

1. **Scope of Services.** Service Provider specifically agrees to present an approximately one hour program about his education and experiences as a USAF fighter pilot, NASA Space Shuttle pilot, work on the Hubble Telescope, and answer questions on the following date and at the following location:

Program: My Unlikely Journey to the Hubble Space Telescope
Date and Time: Tuesday, September 10, 2024 at 6:30 - 7:30 pm
Location: Syracuse Branch Library, 1875 S 2000 W, Syracuse, 801-451-1850

Service Provider shall present on the dates and times set forth above and Service Provider further agrees to arrive early enough to set up and to be prepared to begin the program at the scheduled time noted above.

2. Compensation.

- A. County shall pay and Service Provider shall accept the total sum of \$1350.00 as full payment for Service Provider's services under this Contract, professional fees for all hours worked, and out-of-pocket expenses associated with all duties and tasks set forth in this Contract.
- B. County shall provide Service Provider with the total payment identified above upon completion of the program. Unless other arrangements are made in writing and agreed to by the Parties, the payment by County to Service Provider will be sent through the United States Postal Service and mailed within five business days after the service(s) described in this Contract are completed. County agrees to remit payment to One-Eighty Out, Inc.
- C. Unless otherwise set forth in this Contract, if this Contract is terminated prior to the completion of the required services under this Contract, County shall pay Service Provider, on a pro-rata basis, for services completed by Service Provider.
- D. Service Provider shall be responsible for the payment of any federal, state, or local taxes, contributions, assessments, or fees, which may be based on, or become due and owing, as a result of payments made by County to Service Provider.
- E. Service Provider shall be responsible for the payment to and of obligations, debts, or contractual obligations of any other entity providing personnel assistance, work, equipment, or otherwise to Service Provider arising from, in connection with, or relating to this Contract.
- F. Notwithstanding anything herein to the contrary, Service Provider must disclose its tax identification or Social Security number to County before a check or payment will be made. County will disclose that number only as required by applicable federal and state law.

3. **Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on the date that the parties have satisfied each of their respective duties under sections 1 and 2 of this contract, but shall not extend past September 10, 2024, unless amended by the parties in writing.
4. **Quality and Content of Performance.** All performances at the Davis County Library should be of the highest quality and appropriate for all ages and family audiences. Service Provider agrees that at no time during the performance will any offensive materials or conduct such as, but not limited to, any vulgar language, obscene gestures, sexual content, or other offensive material be presented. In the event that the performance at any time contains offensive materials or conduct, as determined by the Library Director, the COUNTY reserves the right to immediately cancel that performance and any future performance under this agreement. If future performances under that agreement are canceled because of offensive materials or conduct, payment for those performances will be forfeited by the Service Provider.
5. **Early Termination.** This Contract may be terminated by any of the following actions:
 - A. Davis County may terminate this contract if annual appropriations, as part of Davis County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that Davis County's notice is effective under section 7.
 - B. Davis County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after Davis County's notice is effective under section 7.
 - C. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 7.
6. **Best Efforts of Service Provider.** Service Provider agrees that it will at all times faithfully, industrially, and to the best of Service Provider's ability, experience, and talents, perform all of the duties that may be required of and from Service Provider pursuant to the express and implicit terms of this Contract, to the reasonable satisfaction of County.
7. **Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

If to County:
 Davis County
 Attn: Director, Davis County Library System
 133 South Main Street
 P.O. Box 115
 Farmington, UT 84025
 jtankersley@co.davis.ut.us

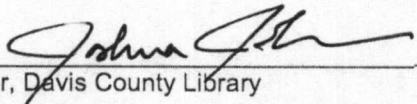
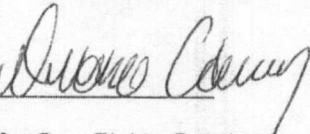
If to Service Provider:
 One-Eighty Out, Inc.
 % Duane or Cheryl Carey
 5938 Instone Circle
 Colorado Springs, CO 80922-1716
 careycher1@msn.com

8. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against Davis County, Davis County's officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("Davis County Indemnitees") that arises out of this contract or the acts or omissions of Service Provider (each, a "Claim"), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those Davis County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that Davis County negligently or intentionally caused those Indemnifiable Losses. Service Provider's compliance with

any provision of this agreement to secure and maintain insurance shall not waive or limit the obligations of this indemnification provision.

9. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any Davis County benefits.
10. **Conflict of Terms.** In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.
11. **Assignment Restricted.** The Parties agree that neither this Contract nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of County.
12. **Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.
13. **Relationship of the Parties.** The relationship between the Parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Contract will be deemed to create an association, partnership, or joint venture between the Parties, give rise to fiduciary duties, or cause any of the Parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The Parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party(ies), or to bind the other party(ies) in any manner.
14. **Entire Contract, Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.
15. **Governing Law; Exclusive Jurisdiction.** Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in Davis County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.
16. **Severability.** The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:
 - A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
 - B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.
17. **Counterparts; Digital Signatures, and Electronically Transmitted Signatures.** If the parties sign this contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

IN WITNESS WHEREOF, each party to this Contract has caused it to be executed on the date indicated below.

DAVIS COUNTY By: <u></u> Director, Davis County Library Date: <u>5/23/24</u>	PRESENTER By: <u>One-Eighty Out, Inc. by </u> Print Name: <u>Duane Carey (for One-Eighty Out, Inc.)</u> Its: <u>President</u> Date: <u>May 23, 2024</u>
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'DAVIS COUNTY LIBRARY PROGRAM CONTRACT

This contract is between, DAVIS COUNTY, a political subdivision of the State of Utah, which shall be called the "COUNTY" in this contract, and the following person or entity ("the PRESENTER") in this agreement:

Presenter: Contact: Address:	Syracuse Jazz Band Daphne Lynch 2067 W. 1275 S., Syracuse UT 84075	Phone:	385-321-7175
		Email:	d.a.lynch21@gmail.com
		Performance Type:	Entertainment

This Contract is made and entered into by and between the parties based, in part, upon the following recitals:

- A. COUNTY operates a library system consisting of a Library Headquarters and six branch libraries and provides regular programs and special presentations for its patrons.
- B. COUNTY is desirous of obtaining the services of a professional and competent presenter to add value to its program and presentation schedule held at the various Davis County Branch Libraries.
- C. PRESENTER, who has represented to COUNTY that she is a competent and experienced presenter, desires to present an entertaining and educational program under the terms and provisions of this contract.

NOW THEREFORE, the parties agree as follows:

1. Scope of Services. The PRESENTER hereby agrees to participate in the COUNTY'S efforts to provide entertaining and educational presentations for its patrons by presenting approximately ninety minutes of jazz music for instruction time and for participation. PRESENTER agrees to present one performance on the following date and at the following location:

Program: Stars, Stripes, & Swing!

Date/Time: Wednesday, September 11, 2024 at 6:30 - 8:30 pm

Location: Syracuse Branch Library, 1875 S. 2000 W., Syracuse, 801-451-1850

The PRESENTER shall present the programs on the date and time set forth in the foregoing Sub-paragraph 1. PRESENTER further agrees to arrive early enough to set up and to be prepared to begin the program at the scheduled time(s) identified above.

2. No Compensation

PRESENTER agrees to provide the presentation noted in Section 1 above for no financial compensation from the County.

3. Notice of Cancellation of Performance

A. The COUNTY is reasonably relying upon the performance of the PRESENTER under the terms of this Contract. In the event, for whatever reason, that the PRESENTER is unable to perform or deems it necessary to cancel the performance, the PRESENTER shall give immediate notice not less than 30 days prior to date of the performance, by reasonable means to a responsible representative of the COUNTY together with a reason for the cancellation. In that event, the COUNTY may substitute another presenter.

B. COUNTY may elect to cancel the program(s) of the PRESENTER for any reason, including dissatisfaction with PRESENTER'S services under this Contract. If COUNTY elects to cancel the program(s) of the PRESENTER, the COUNTY shall give immediate notice by reasonable means to the PRESENTER together with a reason for the cancellation.

C. This Contract may be terminated at any time by either party for no cause with 30 days written notice, or at any time for any material breach of this Agreement by either party.

D. If the cancellation or termination is due to circumstances beyond the control of the terminating party, such as, but not limited to, acts of nature, injury, or health, compensation may be prorated for any performance that has actually begun or been completed.

4. Independent Contractor. PRESENTER shall perform this contract as an independent contractor. PRESENTER acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any COUNTY benefits.

5. Liability and Insurance. Davis County has and shall maintain general liability insurance appropriate and adequate for the performance(s). PRESENTER shall be responsible for any claims for injury or damage arising from the negligence or conduct of the PRESENTER or any of PRESENTER's associates, co-PRESENTERS, employees, agents, representatives, volunteers, and/or any person or persons under the supervision, direction, or control of PRESENTER. PRESENTER shall also be responsible for maintaining and providing for Workers' Compensation coverage for the PRESENTER and any employee, agent, representative, or co-PRESENTER.

6. Indemnification. With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against COUNTY, COUNTY'S officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("Davis County Indemnitees") that arises out of this contract or the acts or omissions of PRESENTER (each, a "Claim"), PRESENTER shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those Davis County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that Davis County negligently or intentionally caused those Indemnifiable Losses..

7. Quality and Content of Performance. All performances at the Davis County Library should be of the highest quality and appropriate for all ages and family audiences. The PRESENTER agrees that at no time during the performance will any offensive materials or conduct such as, but not limited to, any vulgar language, obscene gestures, sexual content, or other offensive material be presented. In the event that the performance at any time contains offensive materials or conduct, as determined by the Library Director, the COUNTY reserves the right to immediately cancel that performance and any future performance under this agreement. If future performances under that agreement are canceled because of offensive materials or conduct, payment for those performances will be forfeited by the PRESENTER.

8. Public Information. The COUNTY may use the name, photographs and logos of the PRESENTER in any publicity or publication relating to the Library. In addition, This Contract and all documents or records regarding, concerning, or relating to this Contract, unless they are protected, private, controlled, or otherwise confidential pursuant to law, are public records and subject to disclosure under Utah law. The Parties agree and grant their express permission to allow disclosure of such records that are required to be disclosed by law. This provision takes precedence over any requirements of confidentiality, proprietary rights, copyright or other laws.

9. Survival of Terms, Provision, Promises, or Otherwise of This Contract after Termination. Termination of this Contract shall not extinguish or prejudice either Party's right to enforce this Contract, or any term, provision, or promise under this Contract, regarding insurance, indemnification, defense, save or hold harmless, or damages, or with respect to any uncured breach or default of or under this Contract.

10. Choice of Law. This Contract and all matters, disputes, and/or claims arising out of, in connection with or relating to this Contract or its subject matter, formation or validity, shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principles.

11. Severability. If any part or provision of this Contract is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Contract shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Contract, which are not prohibited or unenforceable, shall remain in full force and effect.

12. Authorization. The persons executing this Contract on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Contract, and that this Contract represents a binding and enforceable obligation of such party.

13. No Third-Party Beneficiaries. This Contract is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Contract.

14. Time of Essence. Time is of the essence in respect to all parts or provisions of this Contract, which specify a time performance or otherwise, and the Parties agree to comply with all such times.

15. Counterparts; Electronically Transmitted Signatures. If the parties sign this Contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this Contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

In witness whereof, each party to this Contract has caused it to be executed on the date indicated below.

DAVIS COUNTY By:  Director, Davis County Library System Date: <u>7/8/24</u>	PRESENTER By:  Print Name: Daphne Lynch Its: Syracuse City Jazz Band Date: June 12, 2024
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DAVIS COUNTY STANDARD SERVICE PROVIDER CONTRACT

This contract is between, DAVIS COUNTY, a political subdivision of the State of Utah, which shall be called the "COUNTY" in this contract, and the following person or entity ("the PRESENTER") in this agreement:

Service Provider:	Brandy Christensen	Provider Phone Number:	801-557-2288
Contact Person:	Brandy Christensen	Contact Email Address:	brandy.starstruck@gmail.com or brandy.andyc@gmail.com
Provider Address:	4299 W. 625 S., West Point, UT 84015	Type of Service:	Educational

County operates a Library System consisting of Library Headquarters and six branch libraries. The Library System regularly provides educational and informational events for its patrons and Davis County residents;

County is desirous of providing an educational program to benefit Library patrons and County residents; and

Service Provider, a dance instructor, is ready, willing, and able to perform dance instruction for participants on behalf of the County under the terms of this Contract.

The parties therefore agree as follows:

1. **Scope of Services.** Service Provider specifically agrees to present dance instruction along with live music for participants.

Program: Stars, Stripes, & Swing

Date and Time: Wednesday, September 11, 2024 at 6:30 - 8:30 pm

Location: Syracuse Branch Library, 1875 S 2000 W, Syracuse, 801-451-1850

Service Provider shall present on the dates and times set forth above and Service Provider further agrees to arrive early enough to set up and to be prepared to begin the program at the scheduled time noted above.

2. Compensation.

- A. County shall pay and Service Provider shall accept the total sum of \$50.00 as full payment for Service Provider's services under this Contract, professional fees for all hours worked, and out-of-pocket expenses associated with all duties and tasks set forth in this Contract.
- B. County shall provide Service Provider with the total payment identified above upon completion of the program. Unless other arrangements are made in writing and agreed to by the Parties, the payment by County to Service Provider will be sent through the United States Postal Service and mailed within five business days after the service(s) described in this Contract are completed. County agrees to remit payment to Brandy Christensen.
- C. Unless otherwise set forth in this Contract, if this Contract is terminated prior to the completion of the required services under this Contract, County shall pay Service Provider, on a pro-rata basis, for services completed by Service Provider.
- D. Service Provider shall be responsible for the payment of any federal, state, or local taxes, contributions, assessments, or fees, which may be based on, or become due and owing, as a result of payments made by County to Service Provider.
- E. Service Provider shall be responsible for the payment to and of obligations, debts, or contractual obligations of any other entity providing personnel assistance, work, equipment, or otherwise to Service Provider arising from, in connection with, or relating to this Contract.
- F. Notwithstanding anything herein to the contrary, Service Provider must disclose its tax identification or Social Security number to County before a check or payment will be made. County will disclose that number only as required by applicable federal and state law.

Version 03/05/2024

3. **Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on the date that the parties have satisfied each of their respective duties under sections 1 and 2 of this contract, but shall not extend past September 11, 2024, unless amended by the parties in writing.
4. **Quality and Content of Performance.** All performances at the Davis County Library should be of the highest quality and appropriate for all ages and family audiences. Service Provider agrees that at no time during the performance will any offensive materials or conduct such as, but not limited to, any vulgar language, obscene gestures, sexual content, or other offensive material be presented. In the event that the performance at any time contains offensive materials or conduct, as determined by the Library Director, the COUNTY reserves the right to immediately cancel that performance and any future performance under this agreement. If future performances under that agreement are canceled because of offensive materials or conduct, payment for those performances will be forfeited by the Service Provider.
5. **Early Termination.** This Contract may be terminated by any of the following actions:
 - A. Davis County may terminate this contract if annual appropriations, as part of Davis County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that Davis County's notice is effective under section 7.
 - B. Davis County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after Davis County's notice is effective under section 7.
 - C. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 7.
6. **Best Efforts of Service Provider.** Service Provider agrees that it will at all times faithfully, industrially, and to the best of Service Provider's ability, experience, and talents, perform all of the duties that may be required of and from Service Provider pursuant to the express and implicit terms of this Contract, to the reasonable satisfaction of County.
7. **Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

If to County:
 Davis County
 Attn: Director, Davis County Library System
 133 South Main Street
 P.O. Box 115
 Farmington, UT 84025
 jtankersleyt@co.davis.ut.us

If to Service Provider:
 Brandy Christensen
 4299 W 625 S
 West Point, UT 84015
 brandy.starstruck@gmail.com

8. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against Davis County, Davis County's officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("Davis County Indemnitees") that arises out of this contract or the acts or omissions of Service Provider (each, a "Claim"), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those Davis County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that Davis

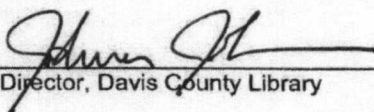
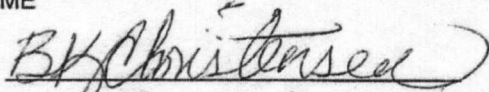
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County negligently or intentionally caused those Indemnifiable Losses. Service Provider's compliance with any provision of this agreement to secure and maintain insurance shall not waive or limit the obligations of this indemnification provision.

9. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any Davis County benefits.
10. **Conflict of Terms.** In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.
11. **Assignment Restricted.** The Parties agree that neither this Contract nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of the County.
12. **Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.
13. **Relationship of the Parties.** The relationship between the Parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Contract will be deemed to create an association, partnership, or joint venture between the Parties, give rise to fiduciary duties, or cause any of the Parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The Parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party(ies), or to bind the other party(ies) in any manner.
14. **Entire Contract, Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.
15. **Governing Law; Exclusive Jurisdiction.** Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in Davis County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.
16. **Severability.** The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:
 - A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
 - B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.
17. **Counterparts; Digital Signatures, and Electronically Transmitted Signatures.** If the parties sign this contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

IN WITNESS WHEREOF, each party to this Contract has caused it to be executed on the date indicated below.

Version 03/05/2024

DAVIS COUNTY By: <u></u> Director, Davis County Library Date: <u>7/10/24</u>	NAME By: <u></u> Print Name: <u>Brandy K. Christensen</u> Its: <u>Manager</u> Date: <u>7/7/2024</u>
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DAVIS COUNTY LIBRARY PROGRAM CONTRACT

This contract is between, DAVIS COUNTY, a political subdivision of the State of Utah, which shall be called the "COUNTY" in this contract, and the following person or entity ("the PRESENTER") in this agreement:

Presenter: Contact: Address:	Chelsea Adams, PhD. Chelsea Adams 5929 South Fashion Pointe Dr., Suite 204, Ogden, UT 84403	Phone:	801-917-6398
		Email:	chelsea@stratosutah.com
		Performance Type:	Educational

This Contract is made and entered into by and between the parties based, in part, upon the following recitals:

- A. COUNTY operates a library system consisting of a Library Headquarters and six branch libraries and provides regular programs and special presentations for its patrons.
- B. COUNTY is desirous of obtaining the services of a professional and competent presenter to add value to its program and presentation schedule held at the various Davis County Branch Libraries.
- C. PRESENTER, who has represented to COUNTY that it is a competent and experienced presenter, desires to present an entertaining and educational program under the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, the COUNTY and PRESENTER (collectively, the "Parties") intending to be legally bound, do hereby mutually agree as follows:

- 1. Scope of Services.** The PRESENTER hereby agrees to participate in the COUNTY'S efforts to provide entertaining and educational presentations for its patrons by presenting three one hour financial literacy classes.. PRESENTER agrees to present three programs on the following dates and at the following location:

Program: Money Talk\$ Financial Literacy Classes
Date/Time: Saturdays: October 12, 19, & 26, 2024 at 1:00 - 2:00 pm
Location: Syracuse Branch Library, 1875 S 2000 W, Syracuse, 801-451-1850

The PRESENTER shall present the programs on the dates and times set forth in the foregoing Sub-paragraph

1. PRESENTER further agrees to arrive early enough to set up and to be prepared to begin the program at the scheduled time(s) identified above.

2. No Compensation

PRESENTER agrees to provide the presentation noted in Section 1 above for no financial compensation from the County.

3. Notice of Cancellation of Performance

- A. The COUNTY is reasonably relying upon the performance of the PRESENTER under the terms of this Contract. In the event, for whatever reason, that the PRESENTER is unable to perform or deems it necessary to cancel the performance, the PRESENTER shall give immediate notice not less than 30 days prior to date of the performance, by reasonable means to a responsible representative of the COUNTY together with a reason for the cancellation. In that event, the COUNTY may substitute another presenter.

- B. COUNTY may elect to cancel the program(s) of the PRESENTER for any reason, including dissatisfaction with PRESENTER'S services under this Contract. If COUNTY elects to cancel the program(s) of the PRESENTER, the COUNTY shall give immediate notice by reasonable means to the PRESENTER together with a reason for the cancellation.

C. This Contract may be terminated at any time by either party for no cause with 30 days written notice, or at any time for any material breach of this Agreement by either party.

D. If the cancellation or termination is due to circumstances beyond the control of the terminating party, such as, but not limited to, acts of nature, injury, or health, compensation may be prorated for any performance that has actually begun or been completed.

4. Independent Contractor. PRESENTER shall perform this contract as an independent contractor. PRESENTER acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any COUNTY benefits.

5. Liability and Insurance. Davis County has and shall maintain general liability insurance appropriate and adequate for the performance(s). PRESENTER shall be responsible for any claims for injury or damage arising from the negligence or conduct of the PRESENTER or any of PRESENTER's associates, co-PRESENTERS, employees, agents, representatives, volunteers, and/or any person or persons under the supervision, direction, or control of PRESENTER. PRESENTER shall also be responsible for maintaining and providing for Workers' Compensation coverage for the PRESENTER and any employee, agent, representative, or co-PRESENTER.

6. Indemnification. With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against COUNTY, COUNTY'S officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("Davis County Indemnitees") that arises out of this contract or the acts or omissions of PRESENTER (each, a "Claim"), PRESENTER shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those Davis County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that Davis County negligently or intentionally caused those Indemnifiable Losses..

7. Quality and Content of Performance. All performances at the Davis County Library should be of the highest quality and appropriate for all ages and family audiences. The PRESENTER agrees that at no time during the performance will any offensive materials or conduct such as, but not limited to, any vulgar language, obscene gestures, sexual content, or other offensive material be presented. In the event that the performance at any time contains offensive materials or conduct, as determined by the Library Director, the COUNTY reserves the right to immediately cancel that performance and any future performance under this agreement. If future performances under that agreement are canceled because of offensive materials or conduct, payment for those performances will be forfeited by the PRESENTER. COUNTY policy prohibits solicitation (including distribution of passes, tickets, or business cards, etc., to the organization you are representing) or selling of goods or services during programs held in the library. Signage and branded wear are permissible as is an introduction to the program to make clear your credentials as a presenter on this topic, including your business affiliation.

8. Public Information. The COUNTY may use the name, photographs and logos of the PRESENTER in any publicity or publication relating to the Library. In addition, This Contract and all documents or records regarding, concerning, or relating to this Contract, unless they are protected, private, controlled, or otherwise confidential pursuant to law, are public records and subject to disclosure under Utah law. The Parties agree and grant their express permission to allow disclosure of such records that are required to be disclosed by law. This provision takes precedence over any requirements of confidentiality, proprietary rights, copyright or other laws.

9. Survival of Terms, Provision, Promises, or Otherwise of This Contract after Termination. Termination of this Contract shall not extinguish or prejudice either Party's right to enforce this Contract, or any term,

provision, or promise under this Contract, regarding insurance, indemnification, defense, save or hold harmless, or damages, or with respect to any uncured breach or default of or under this Contract.

10. Choice of Law. This Contract and all matters, disputes, and/or claims arising out of, in connection with or relating to this Contract or its subject matter, formation or validity, shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principles.

11. Severability. If any part or provision of this Contract is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Contract shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Contract, which are not prohibited or unenforceable, shall remain in full force and effect.

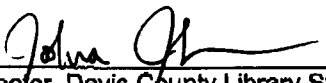
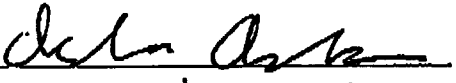
12. Authorization. The persons executing this Contract on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Contract, and that this Contract represents a binding and enforceable obligation of such party.

13. No Third-Party Beneficiaries. This Contract is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Contract.

14. Time of Essence. Time is of the essence in respect to all parts or provisions of this Contract, which specify a time performance or otherwise, and the Parties agree to comply with all such times.

15. Counterparts; Electronically Transmitted Signatures. If the parties sign this Contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this Contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

In witness whereof, each party to this Contract has caused it to be executed on the date indicated below.

DAVIS COUNTY By: <u></u> Director, Davis County Library System Date: <u>5/6/24</u>	PRESENTER By: <u></u> Print Name: <u>Chelsea Adams</u> Its: <u>Financial Advisor</u> Date: <u>5-03-2024</u>
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DAVIS COUNTY REGULAR COMMISSION MEETING

AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Library
Presenter: Josh Johnson, Director
Agenda Item: Ratification for summary list of item donations over \$50.00 to Davis County Libraires

Financial Information:

- Type: Receivable
- Amount: \$1,147.25
- GL Account #: N/A
- Davis County Match Required: No
- Additional Financial Information: N/A

Terms:

- Beginning Date: 04/01/2024
- Ending Date: 06/30/2024

Attachments:

1. Summary List of \$50.00 donations to the Library

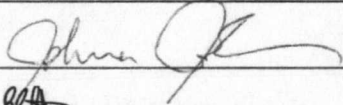
#618/2024

Proposed Meeting Date: 7/30/2024
Submitted by: Jennifer Tankersley
Document Type: public

Davis County Library - Donation Log April 2024 - June 2024

Name	Date	Branch	Estimated Value
Anonymous	4/5/2024	Bountiful	\$65.00
Anonymous	4/19/2024	Bountiful	\$64.00
Anonymous	4/30/2024	Layton	\$73.25
Andrew Johnson	5/6/2024	Layton	\$70.00
Michael Erickson	5/29/2024	Bountiful	\$559.50
Anonymous	6/3/2024	Layton	\$235.50
Anonymous	6/28/2024	Kaysville	\$80.00
Total			\$1,147.25

Recommended by:



Library Director

Approved by:


Bob J Stevenson (Jul 31, 2024 12:14 MDT)

Commission Chair

Attest:

Rebecca Abbott for
Rebecca Abbott for (Jul 31, 2024 12:15 MDT)

Clerk

DAVIS COUNTY REGULAR COMMISSION MEETING

AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Library
Presenter: Josh Johnson, Director
Agenda Item: Approval of a Contract with Springshare LLC for text and chat based reference services

Financial Information:

- Type: Payable
- Amount: \$8,961.00
- GL Account #: 2310580 540691
- Davis County Match Required: No
- Additional Financial Information:
 - \$8,961.00 over three years
 - \$2,899.00 – year one
 - \$2,986.00 – year two
 - \$3,076.00 – year three

Terms:

- Beginning Date: 09/01/2024
- Ending Date: 08/31/2027

Attachments:

1. Springshare LLC Contract

#671/2024

Proposed Meeting Date: 7/30/2024
Submitted by: Jennifer Tankersley
Document Type: public

SUBSCRIPTION SERVICE PROVIDER CONTRACT

This contract is between Davis County, a political subdivision of the state of Utah, and the following person or entity (the "Service Provider"):

The Service Provider:	Springshare LLC	Contact Phone Number:	719-291-1103
Contact Person:	Darcy Tidd	Contact Email:	darcy@springshare.com
Address:	801 Brickell Ave. Floor 8 Miami, FL 33131-2951	Type of Service:	Reference Chat

Davis County desires to obtain the services of a professional and competent reference chat service provider to provide the contractual services under this contract.

The Service Provider, who has represented to Davis County that it is a competent and experienced subscription service provider, desires to provide the contractual services under this contract.

The parties therefore agree as follows:

1. Scope of Services. The Service Provider agrees as follows:

- A. Service Provider agrees to provide County with a reference chat software system, as described in **Exhibit A**, attached hereto and incorporated herein.

2. Compensation.

- A. County agrees to pay Service Provider the total sum of \$8,961.00 for the entire contract term. County's payments to Service Provider shall be made as follows:
 - a. \$2,899 for year one (September 1, 2024 to August 31, 2025);
 - b. \$2,986 for year two (September 1, 2025, to August 31, 2026); and
 - c. \$3,076 for year three (September 1, 2026 to August 31, 2027)
- B. Davis County shall mail its payment to the Service Provider within 30 days after the Service Provider completes its duties under section 1 of this contract, unless the parties agree, in writing, to alternative payment arrangements.
- C. The Service Provider shall disclose its tax identification or Social Security number to Davis County before a check or payment will be made by Davis County to the Service Provider.
- D. If this contract is terminated early, Davis County will pay the Service Provider for the duties completed under section 1 of this contract through the date of early termination.
- E. The Service Provider is responsible for any taxes, contributions, assessments, or fees, which arise from payments made by Davis County to the Service Provider.
- F. The Service Provider is responsible for paying all subcontractors, agents, or any other person who or entity that provides materials, services, equipment, utilities or otherwise at the request of the Service Provider and in connection with or relating to this contract.

3. Effectiveness, Date, and Termination. This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on August 31, 2027.

4. Early Termination.

- A. Davis County may terminate this contract, which termination will be effective at the time Davis County's notice is effective under section 8, if:
 - (1) The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of Davis County; and
 - (2) The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, Davis County, or otherwise.
- B. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 8.

5. Warranties.

- A. The Service Provider warrants to Davis County that:
 - (1) All materials and equipment furnished under this contract shall be:
 - (a) New;
 - (b) Under manufacturer's warranty;

- (c) Of reasonable quality; and
- (d) Free from faults and defects; and
- (2) All services performed under this contract shall:
 - (a) Be of reasonable quality;
 - (b) Conform with reasonable professional standards; and
 - (c) Conform to codes, regulations, and laws.

- B. The Service Provider shall correct or replace any materials or equipment that do not satisfy subsections 5.A.(1)(a)-(d) within 30 days after Davis County's notice is effective under section 8.
- C. The Service Provider shall correct any services performed that do not satisfy subsections 5.A.(2)(a)-(c) within 30 days after Davis County's notice is effective under section 8.
- D. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3, Utah Code Annotated, apply to this contract.
- E. The Service Provider shall assign and deliver to Davis County all manufacturers' warranties relating to the materials and equipment furnished under this contract as soon as reasonably possible, but in no event later than 10 days after this contract terminates.
- F. The rights and obligations of the parties set forth in this section will survive the termination of this contract.

6. Insurance. The Service Provider shall maintain the following types of insurance:

- A. A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements, with minimum limits as follows:
 - (1) Each occurrence - \$1,000,000.00;
 - (2) Damage to Rented Premises - \$100,000.00;
 - (3) Medical Exp. (Any one person) - \$5,000.00;
 - (4) Personal and Adv. Injury - \$1,000,000.00;
 - (5) General aggregate - \$2,000,000.00; and
 - (6) Products – Comp/Op aggregate - \$2,000,000.00;
- B. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and
- C. A valid Workers Compensation and Employers' Liability insurance policy with minimum limits as required by Utah law. If any proprietor, partner, executive, officer, member, or other person is excluded from the Workers Compensation and Employers' Liability insurance policy, the Service Provider shall provide Davis County with the applicable state issued waiver.

Davis County may request the Service Provider to provide Davis County with certificates or other records that demonstrate that the Service Provider is in compliance with the insurance requirements set forth in this section (the "Certificates/Records"). If the Service Provider fails to provide Davis County with the requested Certificates/Records within three business days of Davis County's request, Davis County may immediately terminate this contract. If the Service Provider fails to have the insurances required by this contract, Davis County may immediately terminate this contract. The rights and obligations of the parties set forth in this section will survive the termination of this contract.

- 7. **Indemnification.** With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against Davis County, Davis County's officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("Davis County Indemnitees") that arises out of this contract or the acts or omissions of the Service Provider (each, a "Claim"), the Service Provider shall indemnify those Davis County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that Davis County negligently or intentionally caused those Indemnifiable Losses. The Service Provider's compliance with any provision of this agreement to secure and maintain insurance shall not waive or limit the obligations of this indemnification provision. The rights and obligations of the parties set forth in this section will survive the termination of this contract.
- 8. **Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

<u>Davis County</u>	<u>Patron Point, Inc.</u>
Davis County	With a copy to: Springshare LLC

Attn: Purchasing Manager PO Box 618 Farmington, UT 84025	Davis County Attn: Attorney's Office, Civil Division PO Box 618 Farmington, UT 84025	Attn: Darcy Tidd 801 Brickell Ave., Floor 8 Miami, FL 33131-2951
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- 9. Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any Davis County benefits.
- 10. Conflict of Terms.** In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.
- 11. Assignment Restricted.** Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law:
- A. Any discretion granted under this contract;
 - B. Any right to satisfy a condition under this contract;
 - C. Any remedy under this contract; or
 - D. Any obligation imposed under this contract.
- Any purported transfer in violation of this section will be void.
- 12. Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.
- 13. Entire Contract; Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.
- 14. Governing Law; Exclusive Jurisdiction.** Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in Davis County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.
- 15. Severability.** The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:
- A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
 - B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.
- 16. Counterparts, Digital Signatures, and Electronically Transmitted Signatures.** If the parties sign this contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

Each party is signing this contract on the date below the party's signature.

DAVIS COUNTY



By: Bob J Stevenson (Jul 31, 2024 12:08 MDT)

Bob J Stevenson, Chair

Davis County Board of County Commissioners

Date: 07/31/2024

ATTEST:



Rebecca Abbott for (Jul 31, 2024 12:19 MDT)

Brian McKenzie

Davis County Clerk/Auditor

Date: 07/31/2024

SPRINGSHARE LLC

By: 

Print Name: Mazen Khourey

Title: Vice President

Date: July 22, 2024

DAVIS COUNTY REGULAR COMMISSION MEETING

AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Library
Presenter: Josh Johnson, Director
Agenda Item: Annual certification of compliance with the Children's Internet Protection Act (CIPA) for eRate funding with UETN. To be added to MOU #2020-308

Financial Information: N/A

Terms:

- Beginning Date: 06/10/2024
- Ending Date: 06/09/2025

Attachments:

1. 2024 CIPA Certification

#524/2024

Agenda Ready: 6/10/2024

Proposed Meeting Date: 6/18/2024

Submitted by: Jennifer Tankersley

Document Type: public

FCC Form 479

OMB Control No. 3060-0853
Estimated time per response: 1 hour**DO NOT SEND THIS FORM TO THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY
OR TO THE FEDERAL COMMUNICATIONS COMMISSION****Schools and Libraries Universal Service
Certification by Administrative Authority to Billed Entity of
Compliance with the Children's Internet Protection Act**Please read instructions before completing.
(To be completed by the Administrative Authority and provided to your Billed Entity)

Administrative Authority's Form Identifier: 142795

Create your own code to identify THIS FCC Form 479.

Block 1: Administrative Authority Information1. Name of Administrative Authority
DAVIS COUNTY LIBRARY SYSTEM2. Funding Year
FY2024

3. Mailing Address and Contact Information for Administrative Authority

Street Address, P. O. Box or Route Number
133 S MAIN ST

City FARMINGTON

State UT

Zip Code 84025

Name of Contact Person
Josh JohnsonTelephone Number
801-451-3050

Fax Number

Email Address
jjohnson@co.davis.ut.us**Persons willfully making false statements on this form can be punished by fine or forfeiture, under the
Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States
Code, 18 U.S.C. Sec. 1001.****Block 2: Certifications and Signature**

4. I am the Administrative Authority for one or more schools or libraries for which Universal Service Support Mechanism discounts have been requested or approved for eligible services. The Administrative Authority must make the required certification(s) for the purposes of the Children's Internet Protection Act (CIPA) in order to receive discounted services.
5. I recognize that I may be audited pursuant to this form and will retain for at least ten years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the funding request any and all records that I rely upon to complete this form.

Name of Administrative Authority DAVIS COUNTY LIBRARY SYSTEM**Administrative Authority's Form Identifier** 142795**Contact Person** Josh Johnson**Telephone Number** 801-451-3050**Block 2: Certifications and Signature (Continued)**

6. I certify that as of the date of the start of discounted services:

- a ☒ the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments has (have) complied with the requirements of the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l).
- b ☐ pursuant to the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments:
(FOR SCHOOLS and FOR LIBRARIES IN THE FIRST FUNDING YEAR FOR PURPOSES OF CIPA) is (are) undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA for the next funding year, but has (have) not completed all requirements of CIPA for this funding year.

(FOR FUNDING YEAR 2003 ONLY: FOR LIBRARIES IN THE SECOND OR THIRD FUNDING YEAR FOR PURPOSES OF CIPA) is (are) in compliance with the requirements of CIPA under 47 U.S.C. § 254(l) and undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA under 47 U.S.C. § 254(h) for the next funding year.
- c ☐ the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), does not apply because the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments is (are) receiving discount services only for telecommunications services.

CIPA Waiver. Check the box below if you are requesting a waiver of CIPA requirements for the Second Funding Year after the recipients of service under your administrative authority have applied for discounts:

- d ☐ I am providing notification that, as of the date of the start of discounted services, I am unable to make the certifications required by the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), because my state or local procurement rules or regulations or competitive bidding requirements prevent the making of the certification(s) otherwise required. I certify that the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments will be brought into compliance with the CIPA requirements before the start of the Third Funding Year in which they apply for discounts.

(CIPA WAIVER FOR LIBRARIES FOR FUNDING YEAR 2004. Check the box above if you are requesting this waiver of CIPA requirements for Funding Year 2004 for the library(ies) under your administrative authority that has (have) applied for discounts for Funding Year 2004. By checking this box, you are certifying that the library(ies) represented in the Funding Request Number(s) on this FCC Form 479 will be brought into compliance with the CIPA requirements before the start of the Funding Year 2005.)

The certification language above is not intended to fully set forth or explain all the requirements of the statute.

7. Signature of authorized person

8. Date 6/10/2024

9. Printed name of authorized person Josh Johnson

10. Title or position of authorized person Library Director

11. Telephone number of authorized person 801-451-3050

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to be 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PER, Paperwork Reduction Act Project (3060-0853), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0853.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

A paper copy of this form, with a signature in Block 2, Item 7, must be mailed or delivered to your Billed Entity.

Signature Page

Contracting Entity: Children's Internet Protection Act (CIPA)

Agenda Item Number: #524/2024

Contract Subject: Annual certification of compliance with the Children's Internet

Protection Act (CIPA) for eRate funding with UETN. To be added to MOU #2020-308

DAVIS COUNTY

By: 
By: Bob J Stevenson (Jun 19, 2024 07:55 MDT) Date: 06/19/2024
Bob J Steveson, Chair
Board of Davis County Commissioners

ATTEST:

Rebecca Abbott for
Rebecca Abbott for (Jun 19, 2024 09:04 MDT)
Brian McKenzie
Davis County Clerk