
WELCOME

PUBLIC COMMENTS

1. 3 minute maximum

ACTION ITEMS

2. Approval of Minutes - October 10th, 2024
3. Ratification of expenditures - August & September 2024
4. Approval of Low Dollar Contracts with the Davis County Library
5. Approval of donations over \$50.00 to the Davis County Library
6. Renewal contract with EBSCO for MyHeritage Family History Database.
7. Proposed - Library Closures & Extended Hours
 - Library Closure - December 24th, 2024 to match Davis County
 - Early Closure - at 5:00 pm on December 31st, 2024
 - 2025 Holiday Closures
 - Extended hours on Friday, 3/7/2025 at the Layton Branch from 6:30-8:30 pm for the Annual Spring Activity in partnership with Layton City
8. Proposed - 2025 Library Board Meeting Schedule
9. Agreement with Clearfield City for art installation at the Clearfield Branch
10. Proposed Policy Updates
 - Creating a Collection of Circulating Item Sets
 - 500 Collection Development
 - 120 Circulation
 - 123 Schedule of Loan Periods, Renewal Periods & Fees
 - 125 Schedule of Average Replacement Costs
 - 220 Donation and Disposal of Public Property
 - 3D printing print time
 - 420 Library Technology & Equipment
 - Meeting Room Cancellation
 - 330 Meeting Rooms

INFORMATION & DISCUSSION ITEMS

11. South End Construction Update

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

Sara Reed, Chair
Samuel Macias, Vice Chair
Mary Lynne Morgan
Ryan Nilsen
Sara Reed
Jennifer Somers
Rosalie Taylor
Josh Johnson
Jenny Tankersley
Commissioner Kamalu, excused

GUESTS

Matt Goff, Deputy Director
Ellen Peterson, Deputy Director

WELCOME**PUBLIC COMMENTS**

1. 3 minute maximum

There were no public comments.

ACTION ITEMS

2. Approval of Minutes - October 10th, 2024

The October 10th, 2024 minutes were presented for review. There were no questions about the minutes.

Sam Macias moved to approve the October 10th, 2024 minutes. Ryan Nilsen seconded the motion.

The motion was unanimously carried.

Jennifer Somers arrived

3. Ratification of expenditures - August & September 2024

Josh presented the expenditures to the Board. There were no questions about the expenditures.

Ryan Nilsen moved to approve the August & September 2024 expenditures. Rosalie Taylor seconded the motion. The motion was unanimously carried.

4. Approval of Low Dollar Contracts with the Davis County Library - \$725.00 (payable)

Josh presented the quarter three Low Dollar Contracts to the Board. There were no questions about the contracts.

Jen Somers moved to approve the contracts. Rosalie Taylor seconded the motion. The motion was unanimously carried.

5. Approval of Donations over \$50.00 - \$529.00 (receivable)

Josh presented the donations to the Board. There were no questions.

Jen Somers moved to approve the \$50.00 donations. Sam Macias seconded the motion. The motion was unanimously carried.

6. Renewal contract with EBSCO for MyHeritage Family History Database - \$7,008.00 (payable)

Ellen told the Board that this is a one year renewal contract for the MyHeritage electronic resource.

Rosalie Taylor asked if there was an increase in price to this service each year. Ellen said, yes, there was an expected increase. Ellen also told the Board that there had been a slight decrease in use, but

not a sharp one. Jennifer Somers asked how this was different from free sites like Ancestry. Ellen explained that this is a neutral site for patrons that prefer not to use church related databases. *Jennifer Somers moved to approve the contract. Rosalie Taylor seconded the motion. The motion was unanimously carried.*

7. Proposed - Library Closures & Extended Hours

Josh shared the following proposed closures & extended hours with the Board

Library Closure - December 24th, 2024 to match Davis County

Early Closure - at 5:00 pm on December 31st, 2024

2025 Holiday Closures

Extended hours on Friday, 3/7/2025 at the Layton Branch from 6:30-8:30 pm for the

Annual Spring Activity in partnership with Layton City

Mary Lynne Morgan arrived.

Sam Macias moved to approve the proposed closures & extended hours. Jen Somers seconded the motion. The motion was unanimously carried.

8. Proposed - 2025 Library Board Meeting Schedule

The Board discussed the proposed Library Board Meeting Schedule. They determined that keeping the scheduled meetings on the second Thursday of each month at 1:00 pm was the best choice.

There are no scheduled meetings in July or December of 2025. Josh mentioned that members of the public are able to have their comments read into the public record if they cannot attend a meeting in person

Rosalie Taylor moved to approve the Board schedule. Mary Lynne Morgan seconded the motion. The motion was unanimously carried.

9. Agreement with Clearfield City for art installation at the Clearfield Branch

The Board discussed the contract for the installation of an airplane sculpture at the Clearfield Branch. Sam Macias was the Board representative on the contract approval for this project. Clearfield City will pay for and maintain the sculpture. The Library is not responsible for damage or theft to the art work. The Library or the city can end the agreement at any time with 30 days notice. The Board felt the addition of military plane is a good addition for the community near Hill Air Force Base.

Jennifer Somers moved to approve the contract. Sam Macias seconded the motion. The motion was unanimously carried.

10. Proposed Policy Updates

Josh went over the proposed policy updates which includes policy updates related to circulating kits, 3D print time limits, and meeting room cancellations.

Rosalie Taylor moved to approve the proposed policy updates. Ryan Nilsen seconded the motion. The motion was unanimously carried.

INFORMATION & DISCUSSION ITEMS

11. South End Construction Update

Josh told the Board that the county has entered into contract negotiations with Out West Architects. A couple of representatives from the Board will be able to be a part of the design committee. While that is happening there will be a Construction RFP as site adjustments are worked out with Bountiful City.

ADJOURNMENT

Jennifer Somers moved to adjourn. Sam Macias seconded the motion. The motion was unanimously carried.

The Board adjourned at 1:40 pm.

NEXT MEETING: January 9th, 2025

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

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	-9,000,533	-641,137.42	-49,823.78	.00	-8,359,395.91 7.1%*
2310580	410100	TAX INCREASE	0	0	.00	.00	.00	.0%
2310580	411000	REGISTERED PERSONAL	-674,792	-674,792	-362,435.79	-47,542.54	.00	-312,356.32 53.7%*
2310580	420000	PRIOR YEARS TAXES	-100,259	-100,259	-53,366.12	-3,967.29	.00	-46,892.88 53.2%*
2310580	420001	PENALTY/INTEREST	0	0	-20,305.08	-650.84	.00	20,305.08 100.0%
2310580	422101	A&C PENALTY/INTERES	-55,956	-55,956	.00	.00	.00	-55,956.00 .0%*
2310580	452050	PROMOTIONAL SALES	0	0	-2,225.40	-246.05	.00	2,225.40 100.0%
2310580	460000	FINES & FORFEITURES	-50,000	-50,000	-51,054.16	-6,075.49	.00	1,054.16 102.1%
2310580	472300	STATE REIMBURSEMENT	-45,000	-45,000	-36,963.62	-3,009.62	.00	-8,036.38 82.1%*
2310580	472600	FEDERAL GRANTS	0	0	.00	.00	.00	.0%
2310580	480000	INTEREST EARNINGS	-114,000	-114,000	-139,759.61	-12,122.78	.00	25,759.61 122.6%
2310580	491000	SALE OF FIXED ASSET	0	0	.00	.00	.00	.0%
2310580	492100	TRANSFER IN	0	0	.00	.00	.00	.0%
2310580	492900	USE OF FUND BALANCE	0	0	.00	.00	.00	.0%
2310580	493000	CONTRIBUTION-PRIVAT	0	0	-55.00	-30.00	.00	55.00 100.0%
2310580	493020	ENDOWMENT FOUNDATIO	0	0	.00	.00	.00	.0%
2310580	495100	SUNDRY REVENUE	-5,000	-5,000	-11,089.86	-1,558.74	.00	6,089.86 221.8%
TOTAL UNDEFINED ROLLUP CODE		-9,933,545	-10,045,540	-1,318,392.06	-125,027.13	.00	-8,727,148.38	13.1%
1P580 LIBRARY PAYROLL								
2310580	510110	PAYROLL	4,697,538	4,697,538	2,787,218.33	495,075.98	.00	1,910,319.89 59.3%
2310580	510111	TRAVEL PAY	16,030	16,030	11,097.72	1,849.62	.00	4,932.32 69.2%
2310580	510115	TAXABLE INCENTIVES	0	0	86.97	43.48	.00	-86.97 100.0%*
2310580	510116	TEMPORARY WAGES	0	0	.00	.00	.00	.0%
2310580	510117	OVERTIME	1,576	1,576	83.03	.00	.00	1,492.87 5.3%
2310580	520130	BENEFITS	0	0	1,023.22	.00	.00	-1,023.22 100.0%*
2310580	520131	PAYROLL TAXES	360,879	360,879	217,099.92	36,867.45	.00	143,779.46 60.2%
2310580	520132	WORKERS COMP	5,475	5,475	3,945.31	855.29	.00	1,530.17 72.1%
2310580	520133	INSURANCE	515,504	515,504	361,263.01	58,750.36	.00	154,241.28 70.1%
2310580	520134	RETIREMENT	558,750	558,750	388,386.45	64,582.45	.00	170,363.19 69.5%
2310580	520135	COMMUNICATIONS ALLO	3,420	3,420	2,437.15	394.65	.00	983.15 71.3%
2310580	590950	BUDGET ADJUSTMENTS	0	0	.00	.00	.00	.0%
TOTAL LIBRARY PAYROLL		6,159,173	6,159,173	3,772,641.11	658,419.28	.00	2,386,532.14	61.3%
20580 LIBRARY OPERATING								
2310580	530204	PROMOTIONS	0	0	.00	.00	.00	.0%

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

ACCOUNTS FOR: 23	LIBRARY SERVICES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2310580	530225	PROMOTIONAL MATERIA	4,800	4,800	.00	.00	4,800.00	.0%
2310580	530623	CITIZEN PROGRAMS	45,000	45,000	33,778.60	2,367.49	11,221.40	75.1%
2310580	540208	LEGAL SETTLEMENTS	0	0	.00	.00	.00	.0%
2310580	540210	SUBS & MEMBERSHIPS	4,000	4,000	1,484.00	.00	2,516.00	37.1%
2310580	540220	PUBLIC NOTICES	1,000	1,000	.00	.00	1,000.00	.0%
2310580	540250	OPERATING SUPPLIES	45,000	25,000	8,481.91	1,675.70	16,518.09	33.9%
2310580	540271	FOOD BUSINESS	2,500	2,500	.00	.00	2,500.00	.0%
2310580	540272	EMPLOYEE AWARDS	6,000	6,000	993.30	93.84	5,006.70	16.6%
2310580	540308	DIGITALIZE NEWSPAPE	0	0	.00	.00	.00	.0%
2310580	540450	UNIFORMS/LINENS	3,500	3,500	.00	.00	3,500.00	.0%
2310580	540610	MISC SUPPLIES	18,000	18,000	5,178.11	321.92	12,821.89	28.8%
2310580	540612	BOOKS AND MATERIALS	876,000	907,046	566,408.33	56,361.20	320,850.87	64.6%
2310580	540643	COMPUTER EQUIP	112,050	112,050	81,214.77	2,402.40	30,353.23	72.9%
2310580	540666	CONTINGENCY	7,500	7,500	.00	.00	7,500.00	.0%
2310580	540690	EQUIPMENT	25,000	25,000	744.71	90.87	19,760.29	21.0%
2310580	540691	SOFTWARE	5,000	5,000	2,899.00	2,899.00	2,101.00	58.0%
2310580	542240	OFFICE SUPPLIES	40,000	40,000	26,841.77	1,327.58	13,158.23	67.1%
2310580	542243	POSTAGE	17,500	17,500	11,896.67	.00	5,603.33	68.0%
2310580	545530	INTEREST	0	0	.00	.00	.00	.0%
2310580	545536	BANK CHARGES	0	0	605.23	90.72	-605.23	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	1,146.85	359.05	3,353.15	25.5%
2310580	548330	EDUCATION & TRAININ	21,000	3,000	2,693.61	.00	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	118,873.50	.00	3,824.25	97.1%
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	30,365.64	111.00	9,234.36	76.7%
2310580	560252	EQUIP REP/CONTRACTS	500	500	.00	.00	500.00	.0%
2310580	560260	BLDG & GRND MAINT	28,000	28,000	2,850.00	.00	25,150.00	10.2%
2310580	560261	GROUND MAINTENANCE	0	0	.00	.00	.00	.0%
2310580	562270	UTILITIES	0	0	.00	.00	.00	.0%
2310580	562280	TELEPHONE	4,000	4,000	827.93	61.74	3,172.07	20.7%
2310580	564253	VEHICLE SERVICE	3,500	3,500	74.33	.00	3,425.67	2.1%
2310580	564258	GASOLINE	0	0	1,509.28	258.58	-1,509.28	100.0%*
2310580	570900	OVER/SHORT	0	0	.00	.00	.00	.0%
TOTAL LIBRARY OPERATING		1,487,013	1,498,059	924,726.37	68,421.09	32,349.05	540,983.58	63.9%
3C580 LIBRARY CAPITAL								
2310580	600700	CONST IN PROGRESS	0	0	.00	.00	.00	.0%
2310580	620720	BLDG IMPROVEMENTS	0	0	.00	.00	.00	.0%

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

ACCOUNTS FOR: 23	LIBRARY SERVICES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2310580 640740	EQUIPMENT	0	0	.00	.00	.00	.00	.0%
2310580 640743	COMPUTER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
2310580 650745	VEHICLES	0	0	.00	.00	.00	.00	.0%
TOTAL LIBRARY CAPITAL		0	0	.00	.00	.00	.00	.0%
4A580 LIBRARY ALLOCATIONS								
2310580 590900	TRANSFER TO FUND BA	0	0	.00	.00	.00	.00	.0%
2310580 590910	TRANSFER OUT	1,090,847	1,090,847	510,698.00	195,275.00	.00	580,149.00	46.8%
2310580 590920	TELEPHONE ALLOCATIO	27,336	27,336	18,223.92	2,277.99	.00	9,111.96	66.7%
2310580 590922	EMAIL ALLOCATION	19,378	19,378	12,918.64	1,614.83	.00	6,459.32	66.7%
2310580 590925	SECURITY CAMERA ALL	11,504	11,504	7,672.00	959.00	.00	3,832.00	66.7%
2310580 590930	INSURANCE ALLOCATIO	111,943	111,943	74,632.00	9,329.00	.00	37,311.00	66.7%
2310580 590936	WATER ALLOCATION	0	0	.00	.00	.00	.00	.0%
2310580 590937	GAS ALLOCATION	0	0	.00	.00	.00	.00	.0%
2310580 590938	ELECTRICITY ALLOCAT	0	0	.00	.00	.00	.00	.0%
2310580 590939	CONTRACT ALLOCATION	0	0	.00	.00	.00	.00	.0%
2310580 590940	MAINTENANCE ALLOCAT	906,130	906,130	604,087.00	75,511.00	.00	302,043.32	66.7%
TOTAL LIBRARY ALLOCATIONS		2,167,138	2,167,138	1,228,231.56	284,966.82	.00	938,906.60	56.7%
TOTAL LIBRARY		-120,221	-221,170	4,607,206.98	886,780.06	32,349.05	-4,860,726.06-2097.7%	
TOTAL LIBRARY SERVICES		-120,221	-221,170	4,607,206.98	886,780.06	32,349.05	-4,860,726.06-2097.7%	
TOTAL REVENUES		-9,933,545	-10,045,540	-1,318,392.06	-125,027.13	.00	-8,727,148.38	
TOTAL EXPENSES		9,813,324	9,824,370	5,925,599.04	1,011,807.19	32,349.05	3,866,422.32	

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	-120,221	-221,170	4,607,206.98	886,780.06	32,349.05	-4,860,726.06	-2097.7%

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

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

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	-9,000,533	-641,137.42	-49,823.78	.00	-8,359,395.91	7.1%*
2310580 410100	TAX INCREASE	0	0	.00	.00	.00	.00	.0%
2310580 411000	REGISTERED PERSONAL	-674,792	-674,792	-362,435.79	-47,542.54	.00	-312,356.32	53.7%*
2310580 420000	PRIOR YEARS TAXES	-100,259	-100,259	-53,366.12	-3,967.29	.00	-46,892.88	53.2%*
2310580 420001	PENALTY/INTEREST	0	0	-20,305.08	-650.84	.00	20,305.08	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	-2,225.40	-246.05	.00	2,225.40	100.0%
2310580 460000	FINES & FORFEITURES	-50,000	-50,000	-51,054.16	-6,075.49	.00	1,054.16	102.1%
2310580 472300	STATE REIMBURSEMENT	-45,000	-45,000	-36,963.62	-3,009.62	.00	-8,036.38	82.1%*
2310580 472600	FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
2310580 480000	INTEREST EARNINGS	-114,000	-114,000	-139,759.61	-12,122.78	.00	25,759.61	122.6%
2310580 491000	SALE OF FIXED ASSET	0	0	.00	.00	.00	.00	.0%
2310580 492100	TRANSFER IN	0	0	.00	.00	.00	.00	.0%
2310580 492900	USE OF FUND BALANCE	0	0	.00	.00	.00	.00	.0%
2310580 493000	CONTRIBUTION-PRIVAT	0	0	-55.00	-30.00	.00	55.00	100.0%
2310580 493020	ENDOWMENT FOUNDATIO	0	0	.00	.00	.00	.00	.0%
2310580 495100	SUNDRY REVENUE	-5,000	-5,000	-11,089.86	-1,558.74	.00	6,089.86	221.8%
TOTAL UNDEFINED ROLLUP CODE		-9,933,545	-10,045,540	-1,318,392.06	-125,027.13	.00	-8,727,148.38	13.1%
1P580 LIBRARY PAYROLL								
2310580 510110	PAYROLL	4,697,538	4,697,538	2,787,218.33	495,075.98	.00	1,910,319.89	59.3%
2310580 510111	TRAVEL PAY	16,030	16,030	11,097.72	1,849.62	.00	4,932.32	69.2%
2310580 510115	TAXABLE INCENTIVES	0	0	86.97	43.48	.00	-86.97	100.0%*
2310580 510116	TEMPORARY WAGES	0	0	.00	.00	.00	.00	.0%
2310580 510117	OVERTIME	1,576	1,576	83.03	.00	.00	1,492.87	5.3%
2310580 520130	BENEFITS	0	0	1,023.22	.00	.00	-1,023.22	100.0%*
2310580 520131	PAYROLL TAXES	360,879	360,879	217,099.92	36,867.45	.00	143,779.46	60.2%
2310580 520132	WORKERS COMP	5,475	5,475	3,945.31	855.29	.00	1,530.17	72.1%
2310580 520133	INSURANCE	515,504	515,504	361,263.01	58,750.36	.00	154,241.28	70.1%
2310580 520134	RETIREMENT	558,750	558,750	388,386.45	64,582.45	.00	170,363.19	69.5%
2310580 520135	COMMUNICATIONS ALLO	3,420	3,420	2,437.15	394.65	.00	983.15	71.3%
2310580 590950	BUDGET ADJUSTMENTS	0	0	.00	.00	.00	.00	.0%
TOTAL LIBRARY PAYROLL		6,159,173	6,159,173	3,772,641.11	658,419.28	.00	2,386,532.14	61.3%
20580 LIBRARY OPERATING								
2310580 530204	PROMOTIONS	0	0	.00	.00	.00	.00	.0%

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

ACCOUNTS FOR: 23	LIBRARY SERVICES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2310580	530225	PROMOTIONAL MATERIA	4,800	4,800	.00	.00	4,800.00	.0%
2310580	530623	CITIZEN PROGRAMS	45,000	45,000	33,778.60	2,367.49	11,221.40	75.1%
2310580	540208	LEGAL SETTLEMENTS	0	0	.00	.00	.00	.0%
2310580	540210	SUBS & MEMBERSHIPS	4,000	4,000	1,484.00	.00	2,516.00	37.1%
2310580	540220	PUBLIC NOTICES	1,000	1,000	.00	.00	1,000.00	.0%
2310580	540250	OPERATING SUPPLIES	45,000	25,000	8,481.91	1,675.70	16,518.09	33.9%
2310580	540271	FOOD BUSINESS	2,500	2,500	.00	.00	2,500.00	.0%
2310580	540272	EMPLOYEE AWARDS	6,000	6,000	993.30	93.84	5,006.70	16.6%
2310580	540308	DIGITALIZE NEWSPAPE	0	0	.00	.00	.00	.0%
2310580	540450	UNIFORMS/LINENS	3,500	3,500	.00	.00	3,500.00	.0%
2310580	540610	MISC SUPPLIES	18,000	18,000	5,178.11	321.92	12,821.89	28.8%
2310580	540612	BOOKS AND MATERIALS	876,000	907,046	566,408.33	56,361.20	320,850.87	64.6%
2310580	540643	COMPUTER EQUIP	112,050	112,050	81,214.77	2,402.40	30,353.23	72.9%
2310580	540666	CONTINGENCY	7,500	7,500	.00	.00	7,500.00	.0%
2310580	540690	EQUIPMENT	25,000	25,000	744.71	90.87	19,760.29	21.0%
2310580	540691	SOFTWARE	5,000	5,000	2,899.00	2,899.00	2,101.00	58.0%
2310580	542240	OFFICE SUPPLIES	40,000	40,000	26,841.77	1,327.58	13,158.23	67.1%
2310580	542243	POSTAGE	17,500	17,500	11,896.67	.00	5,603.33	68.0%
2310580	545530	INTEREST	0	0	.00	.00	.00	.0%
2310580	545536	BANK CHARGES	0	0	605.23	90.72	-605.23	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	1,146.85	359.05	3,353.15	25.5%
2310580	548330	EDUCATION & TRAININ	21,000	3,000	2,693.61	.00	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	118,873.50	.00	3,824.25	97.1%
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	30,365.64	111.00	9,234.36	76.7%
2310580	560252	EQUIP REP/CONTRACTS	500	500	.00	.00	500.00	.0%
2310580	560260	BLDG & GRND MAINT	28,000	28,000	2,850.00	.00	25,150.00	10.2%
2310580	560261	GROUND MAINTENANCE	0	0	.00	.00	.00	.0%
2310580	562270	UTILITIES	0	0	.00	.00	.00	.0%
2310580	562280	TELEPHONE	4,000	4,000	827.93	61.74	3,172.07	20.7%
2310580	564253	VEHICLE SERVICE	3,500	3,500	74.33	.00	3,425.67	2.1%
2310580	564258	GASOLINE	0	0	1,509.28	258.58	-1,509.28	100.0%*
2310580	570900	OVER/SHORT	0	0	.00	.00	.00	.0%
TOTAL LIBRARY OPERATING		1,487,013	1,498,059	924,726.37	68,421.09	32,349.05	540,983.58	63.9%
3C580 LIBRARY CAPITAL								
2310580	600700	CONST IN PROGRESS	0	0	.00	.00	.00	.0%
2310580	620720	BLDG IMPROVEMENTS	0	0	.00	.00	.00	.0%

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

ACCOUNTS FOR: 23	LIBRARY SERVICES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2310580 640740	EQUIPMENT	0	0	.00	.00	.00	.00	.0%
2310580 640743	COMPUTER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
2310580 650745	VEHICLES	0	0	.00	.00	.00	.00	.0%
TOTAL LIBRARY CAPITAL		0	0	.00	.00	.00	.00	.0%
4A580 LIBRARY ALLOCATIONS								
2310580 590900	TRANSFER TO FUND BA	0	0	.00	.00	.00	.00	.0%
2310580 590910	TRANSFER OUT	1,090,847	1,090,847	510,698.00	195,275.00	.00	580,149.00	46.8%
2310580 590920	TELEPHONE ALLOCATIO	27,336	27,336	18,223.92	2,277.99	.00	9,111.96	66.7%
2310580 590922	EMAIL ALLOCATION	19,378	19,378	12,918.64	1,614.83	.00	6,459.32	66.7%
2310580 590925	SECURITY CAMERA ALL	11,504	11,504	7,672.00	959.00	.00	3,832.00	66.7%
2310580 590930	INSURANCE ALLOCATIO	111,943	111,943	74,632.00	9,329.00	.00	37,311.00	66.7%
2310580 590936	WATER ALLOCATION	0	0	.00	.00	.00	.00	.0%
2310580 590937	GAS ALLOCATION	0	0	.00	.00	.00	.00	.0%
2310580 590938	ELECTRICITY ALLOCAT	0	0	.00	.00	.00	.00	.0%
2310580 590939	CONTRACT ALLOCATION	0	0	.00	.00	.00	.00	.0%
2310580 590940	MAINTENANCE ALLOCAT	906,130	906,130	604,087.00	75,511.00	.00	302,043.32	66.7%
TOTAL LIBRARY ALLOCATIONS		2,167,138	2,167,138	1,228,231.56	284,966.82	.00	938,906.60	56.7%
TOTAL LIBRARY		-120,221	-221,170	4,607,206.98	886,780.06	32,349.05	-4,860,726.06	-2097.7%
TOTAL LIBRARY SERVICES		-120,221	-221,170	4,607,206.98	886,780.06	32,349.05	-4,860,726.06	-2097.7%
TOTAL REVENUES		-9,933,545	-10,045,540	-1,318,392.06	-125,027.13	.00	-8,727,148.38	
TOTAL EXPENSES		9,813,324	9,824,370	5,925,599.04	1,011,807.19	32,349.05	3,866,422.32	

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	-120,221	-221,170	4,607,206.98	886,780.06	32,349.05	-4,860,726.06	-2097.7%

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

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 09

ACCOUNTS FOR: 23	LIBRARY SERVICES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2310580 LIBRARY								
2310580 410100	TAX INCREASE	0	0	.00	.00	.00	.00	.0%
2310580 411000	REGISTERED PERSONAL	-674,792	-674,792	-407,005.39	-44,569.60	.00	-267,786.72	60.3%*
2310580 420000	PRIOR YEARS TAXES	-100,259	-100,259	-63,198.58	-9,832.46	.00	-37,060.42	63.0%*
2310580 420001	PENALTY/INTEREST	0	0	-29,122.33	-8,817.25	.00	29,122.33	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	-2,484.01	-258.61	.00	2,484.01	100.0%
2310580 460000	FINES & FORFEITURES	-50,000	-50,000	-56,931.86	-5,877.70	.00	6,931.86	113.9%
2310580 472300	STATE REIMBURSEMENT	-45,000	-45,000	-50,392.01	-13,428.39	.00	5,392.01	112.0%
2310580 472600	FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
2310580 480000	INTEREST EARNINGS	-114,000	-114,000	-147,975.39	-8,215.78	.00	33,975.39	129.8%
2310580 491000	SALE OF FIXED ASSET	0	0	.00	.00	.00	.00	.0%
2310580 492100	TRANSFER IN	0	0	.00	.00	.00	.00	.0%
2310580 492900	USE OF FUND BALANCE	0	0	.00	.00	.00	.00	.0%
2310580 493000	CONTRIBUTION-PRIVAT	0	0	-60.00	-5.00	.00	60.00	100.0%
2310580 493020	ENDOWMENT FOUNDATIO	0	0	.00	.00	.00	.00	.0%
2310580 495100	SUNDRY REVENUE	-5,000	-5,000	-11,474.45	-384.59	.00	6,474.45	229.5%
TOTAL UNDEFINED ROLLUP CODE		-1,045,007	-1,045,007	-768,644.02	-91,389.38	.00	-276,363.09	73.6%
1P580 LIBRARY PAYROLL								
2310580 510110	PAYROLL	4,697,538	4,697,538	3,114,220.27	327,001.94	.00	1,583,317.95	66.3%
2310580 510111	TRAVEL PAY	16,030	16,030	12,330.80	1,233.08	.00	3,699.24	76.9%
2310580 510115	TAXABLE INCENTIVES	0	0	91.11	4.14	.00	-91.11	100.0%*
2310580 510116	TEMPORARY WAGES	0	0	.00	.00	.00	.00	.0%
2310580 510117	OVERTIME	1,576	1,576	83.03	.00	.00	1,492.87	5.3%
2310580 510200	ANNUAL ATTRITION CA	0	0	.00	.00	.00	.00	.0%
2310580 520130	BENEFITS	0	0	1,023.22	.00	.00	-1,023.22	100.0%*
2310580 520131	PAYROLL TAXES	360,879	360,879	241,392.11	24,292.19	.00	119,487.27	66.9%
2310580 520132	WORKERS COMP	5,475	5,475	4,726.25	780.94	.00	749.23	86.3%
2310580 520133	INSURANCE	515,504	515,504	399,471.39	38,208.38	.00	116,032.90	77.5%
2310580 520134	RETIREMENT	558,750	558,750	431,601.36	43,214.91	.00	127,148.28	77.2%
2310580 520135	COMMUNICATIONS ALLO	3,420	3,420	2,700.25	263.10	.00	720.05	78.9%
2310580 590950	BUDGET ADJUSTMENTS	0	0	.00	.00	.00	.00	.0%
TOTAL LIBRARY PAYROLL		6,159,173	6,159,173	4,207,639.79	434,998.68	.00	1,951,533.46	68.3%
20580 LIBRARY OPERATING								
2310580 530204	PROMOTIONS	0	0	.00	.00	.00	.00	.0%

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 09

ACCOUNTS FOR: 23	LIBRARY SERVICES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL	
2310580	530225	PROMOTIONAL MATERIA	4,800	4,800	.00	.00	.00	4,800.00	.0%
2310580	530623	CITIZEN PROGRAMS	45,000	45,000	35,030.44	1,251.84	.00	9,969.56	77.8%
2310580	540208	LEGAL SETTLEMENTS	0	0	.00	.00	.00	.00	.0%
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	25,000	11,576.19	3,094.28	.00	13,423.81	46.3%
2310580	540271	FOOD BUSINESS	2,500	2,500	.00	.00	.00	2,500.00	.0%
2310580	540272	EMPLOYEE AWARDS	6,000	6,000	1,050.33	57.03	.00	4,949.67	17.5%
2310580	540308	DIGITALIZE NEWSPAPE	0	0	.00	.00	.00	.00	.0%
2310580	540450	UNIFORMS/LINENS	3,500	3,500	.00	.00	.00	3,500.00	.0%
2310580	540610	MISC SUPPLIES	18,000	18,000	5,611.51	433.40	.00	12,388.49	31.2%
2310580	540612	BOOKS AND MATERIALS	876,000	907,046	638,081.61	71,673.28	19,786.80	249,177.59	72.5%
2310580	540643	COMPUTER EQUIP	112,050	112,050	83,858.60	2,643.83	.00	28,191.40	74.8%
2310580	540666	CONTINGENCY	7,500	7,500	.00	.00	.00	7,500.00	.0%
2310580	540690	EQUIPMENT	25,000	25,000	5,399.99	4,655.28	.00	19,600.01	21.6%
2310580	540691	SOFTWARE	5,000	5,000	2,899.00	.00	.00	2,101.00	58.0%
2310580	542240	OFFICE SUPPLIES	40,000	40,000	31,740.58	4,898.81	.00	8,259.42	79.4%
2310580	542243	POSTAGE	17,500	17,500	16,946.67	5,050.00	.00	553.33	96.8%
2310580	545530	INTEREST	0	0	.00	.00	.00	.00	.0%
2310580	545536	BANK CHARGES	0	0	705.14	99.91	.00	-705.14	100.0%*
2310580	548230	TRAVEL/EDUC& TRNG	0	18,000	18,735.91	230.08	.00	-735.91	104.1%*
2310580	548231	MILEAGE/LOCAL TRAVE	4,500	4,500	1,323.19	176.34	.00	3,176.81	29.4%
2310580	548330	EDUCATION & TRAININ	21,000	3,000	2,753.61	60.00	.00	246.39	91.8%
2310580	550620	MISC SERVICES	25,000	25,000	.00	.00	.00	25,000.00	.0%
2310580	555265	SOFTWARE MAINTENANC	137,883	130,283	118,873.50	.00	7,585.25	3,824.25	97.1%
2310580	555266	SOFTWARE SUBSCRIPTI	17,780	17,780	7,353.00	.00	.00	10,427.00	41.4%
2310580	555310	PROF & TECH	32,000	39,600	30,428.04	62.40	.00	9,171.96	76.8%
2310580	560252	EQUIP REP/CONTRACTS	500	8,500	.00	.00	3,688.12	4,811.88	43.4%
2310580	560260	BLDG & GRND MAINT	28,000	20,000	2,850.00	.00	.00	17,150.00	14.3%
2310580	560261	GROUPS MAINTENANCE	0	0	.00	.00	.00	.00	.0%
2310580	562270	UTILITIES	0	0	.00	.00	.00	.00	.0%
2310580	562280	TELEPHONE	4,000	4,000	935.92	107.99	.00	3,064.08	23.4%
2310580	564253	VEHICLE SERVICE	3,500	3,500	74.33	.00	.00	3,425.67	2.1%
2310580	564258	GASOLINE	0	0	1,670.60	161.32	.00	-1,670.60	100.0%*
2310580	570900	OVER/SHORT	0	0	.00	.00	.00	.00	.0%
TOTAL LIBRARY OPERATING		1,487,013	1,498,059	1,019,382.16	94,655.79	31,060.17	447,616.67	70.1%	
3C580 LIBRARY CAPITAL									
2310580	600700	CONST IN PROGRESS	0	0	.00	.00	.00	.00	.0%
2310580	620720	BLDG IMPROVEMENTS	0	0	.00	.00	.00	.00	.0%

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 09

ACCOUNTS FOR: 23 LIBRARY SERVICES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2310580 640740 EQUIPMENT	0	0	.00	.00	.00	.00	.0%
2310580 640743 COMPUTER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
2310580 650745 VEHICLES	0	0	.00	.00	.00	.00	.0%
TOTAL LIBRARY CAPITAL	0	0	.00	.00	.00	.00	.0%
4A580 LIBRARY ALLOCATIONS							
2310580 590900 TRANSFER TO FUND BA	0	0	.00	.00	.00	.00	.0%
2310580 590910 TRANSFER OUT	1,090,847	1,090,847	630,846.00	120,148.00	.00	460,001.00	57.8%
2310580 590920 TELEPHONE ALLOCATIO	27,336	27,336	20,501.91	2,277.99	.00	6,833.97	75.0%
2310580 590922 EMAIL ALLOCATION	19,378	19,378	14,533.47	1,614.83	.00	4,844.49	75.0%
2310580 590925 SECURITY CAMERA ALL	11,504	11,504	8,631.00	959.00	.00	2,873.00	75.0%
2310580 590930 INSURANCE ALLOCATIO	111,943	111,943	83,961.00	9,329.00	.00	27,982.00	75.0%
2310580 590936 WATER ALLOCATION	0	0	.00	.00	.00	.00	.0%
2310580 590937 GAS ALLOCATION	0	0	.00	.00	.00	.00	.0%
2310580 590938 ELECTRICITY ALLOCAT	0	0	.00	.00	.00	.00	.0%
2310580 590939 CONTRACT ALLOCATION	0	0	.00	.00	.00	.00	.0%
2310580 590940 MAINTENANCE ALLOCAT	906,130	906,130	679,598.00	75,511.00	.00	226,532.32	75.0%
2310580 590942 HR ADMIN ALLOCATION	0	0	.00	.00	.00	.00	.0%
2310580 590945 VEHICLE ALLOCATION	0	0	.00	.00	.00	.00	.0%
TOTAL LIBRARY ALLOCATIONS	2,167,138	2,167,138	1,438,071.38	209,839.82	.00	729,066.78	66.4%
TOTAL LIBRARY	8,768,317	8,779,363	5,896,449.31	648,104.91	31,060.17	2,851,853.82	67.5%
TOTAL LIBRARY SERVICES	8,768,317	8,779,363	5,896,449.31	648,104.91	31,060.17	2,851,853.82	67.5%
TOTAL REVENUES	-1,045,007	-1,045,007	-768,644.02	-91,389.38	.00	-276,363.09	
TOTAL EXPENSES	9,813,324	9,824,370	6,665,093.33	739,494.29	31,060.17	3,128,216.91	

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	8,768,317	8,779,363	5,896,449.31	648,104.91	31,060.17	2,851,853.82	67.5%

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

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 09

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	-155,375.17	-16,755.47	.00	14,375.17	110.2%
4810950 491000	SALE OF FIXED ASSET	0	0	.00	.00	.00	.00	.0%
4810950 492100	TRANSFER IN	-222,500	-222,500	.00	.00	.00	-222,500.00	.0%*
4810950 492900	USE OF FUND BALANCE	0	0	.00	.00	.00	.00	.0%
4810950 495100	SUNDRY REVENUE	0	0	.00	.00	.00	.00	.0%
TOTAL UNDEFINED ROLLUP CODE		-363,500	-363,500	-155,375.17	-16,755.47	.00	-208,124.83	42.7%
1P950 CAP - LIBRARY PAYROLL								
4810950 510150	PAYROLL TRANSFER	0	0	.00	.00	.00	.00	.0%
TOTAL CAP - LIBRARY PAYROLL		0	0	.00	.00	.00	.00	.0%
20950 CAP - LIBRARY OPERATING								
4810950 540690	EQUIPMENT	0	0	.00	.00	.00	.00	.0%
4810950 550621	CONTRACT SERVICES	0	0	.00	.00	.00	.00	.0%
4810950 560260	BLDG & GRND MAINT	42,000	57,000	.00	.00	.00	57,000.00	.0%
4810950 570900	OVER/SHORT	0	0	.00	.00	.00	.00	.0%
TOTAL CAP - LIBRARY OPERATING		42,000	57,000	.00	.00	.00	57,000.00	.0%
3C950 CAP - LIBRARY CAPITAL								
4810950 600701	ARCHITECT	0	0	.00	.00	.00	.00	.0%
4810950 600702	CONSTRUCTION	0	0	.00	.00	.00	.00	.0%
4810950 600703	CONTINGENCY	0	0	.00	.00	.00	.00	.0%
4810950 600704	FFE	0	0	.00	.00	.00	.00	.0%
4810950 620720	BLDG IMPROVEMENTS	710,000	725,000	251,889.31	31,190.21	321,859.41	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	255,429.31	31,190.21	321,859.41	156,008.28	78.7%
4A950 CAP - LIBRARY ALLOCATIONS								
4810950 590900	TRANSFER TO FUND BA	0	0	.00	.00	.00	.00	.0%

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 09

ACCOUNTS FOR: 48 LIBRARY CAPITAL PROJECTS	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
4810950 590910 TRANSFER OUT	0	0	.00	.00	.00	.00	.0%
TOTAL CAP - LIBRARY ALLOCATIONS	0	0	.00	.00	.00	.00	.0%
TOTAL CAP - LIBRARY	388,500	426,797	100,054.14	14,434.74	321,859.41	4,883.45	98.9%
TOTAL LIBRARY CAPITAL PROJECTS	388,500	426,797	100,054.14	14,434.74	321,859.41	4,883.45	98.9%
TOTAL REVENUES	-363,500	-363,500	-155,375.17	-16,755.47	.00	-208,124.83	
TOTAL EXPENSES	752,000	790,297	255,429.31	31,190.21	321,859.41	213,008.28	

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2024 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	388,500	426,797	100,054.14	14,434.74	321,859.41	4,883.45	98.9%

** 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 Low Dollar Contracts with the Davis County Library

Financial Information:

- Type: Payable
- Amount: \$725.00
- GL Account #: 2310580 530623
- Davis County Match Required: No
- Additional Financial Information: N/A

Terms:

- Beginning Date: 10/1/2024
- Ending Date: 03/08/2025

Attachments:

1. Davis County Library Low Dollar Contracts

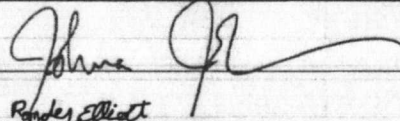
#851/2024

Proposed Meeting Date: 10/8/2024
Submitted by: Jennifer Tankersley
Document Type: public

Davis County Library Low Dollar Contract Summary

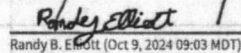
Name	Date of Programs/Contract	Purpose	Amount/Payable
Utah State University Extension	Oct 1st, 8th, 15th, & 22nd, 2024	Positive Discipline	No Compensation
Krista Lemoine	Oct 2nd, 2024	Stargazing	No Compensation
Ukeles of Utah	Oct 14th, 2024	Ukuleles of Utah	\$75.00
Cheri Julander	Oct 22nd, 2024	I Be a Witch - Layton	No Compensation
Cheri Julander	Oct 24th, 2024	I Be a Witch - Bountiful	No Compensation
Traci Van Wagoner	Oct 24th, 2024	Draw with an Illustrator	\$50.00
Grimm Ghost Tours	Oct 29th, 2024	Salt Lake City Ghost Tour Tales	No Compensation
Northern Utah Princess Parties	Dec 2nd & 10th, 2024	Holiday Storytime with Princesses and Heroes	\$300.00
Kassaundra John	Dec 4th, 2024	Winter Activity with Kassie John, Miss Indian World	\$100.00
Jim Teahan	Feb 8th & Mar 8th, 2025	Gardening with Jim Teahan	\$200.00
Total			\$725.00

Recommended by:



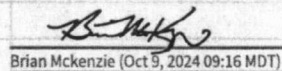
Library Director

Approved by:


Randy B. Elliott (Oct 9, 2024 09:03 MDT)

Commission Chair

Attest:


Brian McKenzie (Oct 9, 2024 09:16 MDT)

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:	Utah State University Melanie Williamson, Utah State University Extension Service 670 East 500 North Logan, UT 84322	Phone:	801-845-6947
		Email:	melanie.williamson@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 Positive Discipline. PRESENTER agrees to present on the following dates and at the following location:

Program: Positive Discipline

Date/Time: Tuesday, October 1, 2024 at 6:00 - 8:00 pm

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

Date/Time: Tuesday, October 15, 2024 at 6:00 - 8:00 pm

Date/Time: Tuesday, October 22, 2024 at 6:00 - 8:00 pm

Location: Clearfield Branch Library, 1 North 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 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

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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

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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.

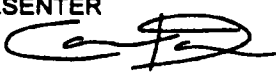
12. Authorization. The persons executing this Contract on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Contract, and that this Contract represents a binding and enforceable obligation of such party.

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>9/5/24</u>	PRESENTER By:  Print Name: <u>Cameron Davis</u> Its: <u>Purchasing Agent</u> Date: <u>29 August 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:	Krista Lemoine Krista Lemoine 170 Orchard Pines Loop, Bountiful, UT 84010	Phone:	225-252-9892
		Email:	klemoine922@gmail.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 an approximately thirty minute presentation on astronomy followed by use of telescopes outside. PRESENTER agrees to present one program on the following date and at the following location:

Program: Stargazing
Date/Time: Wednesday, October 2, 2024 at 8:00 - 10:30 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 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

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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. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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11. 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.

12. 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.

13. 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.

14. 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>8/15/24</u>	PRESENTER By: <u>Krista Lemoine</u> Print Name: <u>Krista Lemoine</u> Its: _____ Date: <u>8/15/2024</u>
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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:	Ukuleles of Utah	Provider Phone Number:	801-292-8366
Contact Person:	April Booth	Contact Email Address:	ukulelesofutah@gmail.com
Provider Address:	102 E 1975 N, Centerville, UT 84014	Type of Service:	Entertainment and 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 entertainment program to benefit Library patrons and County residents; and

Service Provider, is ready, willing, and able to perform a ukulele instruction and sing-a-long 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 sixty minute program with instruction and time to sing and play along on the following date and at the following location:

Program: Harvest Ukulele Sing-Along
Date and Time: Monday, October 14, 2024 at 6:30 - 7:30 pm
Location: Centerville Branch Library, 45 S 400 W, Centerville, 801-451-1775

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 \$75.00 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 April Booth.
- 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 the County before a check or payment will be made. County will disclose that number only as required by applicable federal and state law.

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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 DATE OF LAST PROGRAM, 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. 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.
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:
 Ukuleles of Utah
 April Booth
 102 E 1975 N
 Centerville, UT 84014
 ukulelesofutah@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

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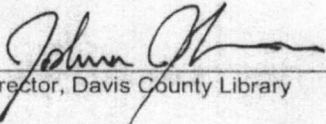
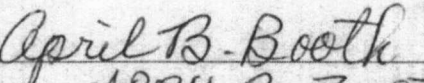
investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent 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 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.

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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>8/9/24</u>	PRESENTER By: <u></u> Print Name: <u>APRIL B. BOOTH</u> Its: <u>UKULELES OF UTAH</u> Date: <u>8/8/2024</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:	Cheri Julander Cheri Julander 487 S 50 W, Farmington, UT 84025	Phone:	801-529-7401
		Email:	cljulander@yahoo.com
		Performance Type:	Educational, 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 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 screening a film, for which the presenter has performance rights, about the Salem Witch Trials. Presentation will include historical background and a Q&A session regarding making the film. PRESENTER agrees to present one performance on the following date and at the following location:

Program: I Be a Witch
Date/Time: Tuesday, October 22, 2024 at 6:30 - 8:30 pm
Location: Layton Branch Library, 155 N Wasatch Dr, Layton, 801-451-1820

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.

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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,

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AGENDA ITEM #851/2024

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>9/5/24</u>	PRESENTER By: <u>Cherie Julander</u> Print Name: <u>Cherie Julander</u> Ib: _____ Date: <u>9/4/2024</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:	Cheri Julander Cheri Julander 487 S 50 W, Farmington, UT 84025	Phone:	801-529-7401
		Email:	cljulander@yahoo.com
		Performance Type:	Educational, 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 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 screening a film, for which the presenter has performance rights, about the Salem Witch Trials. Presentation will include historical background and a Q&A session regarding making the film. PRESENTER agrees to present one performance on the following date and at the following location:

Program: I Be a Witch

Date/Time: Thursday, October 24, 2024 at 6:30 - 8:30 pm

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

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.

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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,

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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.

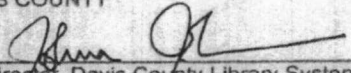
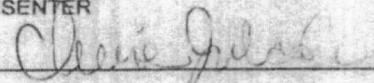
12. Authorization. The persons executing this Contract on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Contract, and that this Contract represents a binding and enforceable obligation of such party.

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>Cherie Julander</u> Its: _____ Date: <u>8/2/2024</u>
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AGENDA ITEM #851/2024

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:	Traci Van Wagoner	Provider Phone Number:	929-679-8652
Contact Person:	Traci Van Wagoner	Contact Email Address:	tracivanwagoner@icloud.com
Provider Address:	299 E 10th St #1, NY, NY 10009	Type of Service:	Educational, informational

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 a educational program to benefit Library patrons and County residents; and

Service Provider, Traci Van Wagoner, is ready, willing, and able to perform a drawing and informational program on behalf of the County under the terms of this Contract.

The parties therefore agree as follows:

Scope of Services. Service Provider specifically agrees to present an approximately sixty minute program about her path to becoming an illustrator and an opportunity for attendees to draw with her on the following date and at the following location:

Program: Draw with an Illustrator
Date and Time: Thursday, October 24, 2024 at 6:00 - 7:00 pm
Location: Centerville Branch Library, 45 S 400 W, Centerville, 801-451-1776

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.

Compensation.

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.

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 Traci Van Wagoner. 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.

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.

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.

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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.

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 October 24, 2024, unless amended by the parties in writing.

- 1. 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. 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.

Early Termination. This Contract may be terminated by any of the following actions:
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.
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.
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.

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.

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:
Traci Van Wagoner
299 E 10th St #1
New York, NY 10009
tracivanwagoner@icloud.com

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

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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 Indemnites 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.

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.

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.

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.

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.

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.

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.

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.

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.

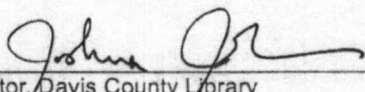
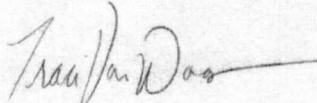
Counterparts; Digital Signatures, and Electronically Transmitted Signatures. If the parties sign this contract in counterparts, each will be deemed an original but all counterparts together will constitute one

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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>9/5/24</u>	PRESENTER By: <u></u> Print Name: <u>Traci Van Wagoner</u> Its: <u>Illustrator</u> Date: <u>9/4/2024</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:	Grimm Ghost Tours Sarah Jamieson 3450 S 1940 W, WVC, UT 84119	Phone:	801-508-4746
		Email:	support@grimmghosttours.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 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") 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 an approximately sixty minute program about ghost hauntings in Salt Lake City, including visuals and questions from participants. PRESENTER agrees to present one performance on the following date and at the following location:

Program: Salt Lake City Ghost Tour Tales
Date/Time: Tuesday, October 29, 2024 at 7:00 - 8:00 pm
Location: Kaysville Branch Library, 215 N Fairfield Rd., Kaysville, 801-451-1800

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.

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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,

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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>[Signature]</u> Director, Davis County Library System Date: <u>9/16/24</u>	PRESENTER By: <u>Grimm Ghost Tours</u> Print Name: <u>Sarah Jamieson</u> Its: <u>Ghost Stories</u> Date: <u>Sept 12 2024</u>
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AGENDA ITEM #851/2024

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:	Northern Utah Princess Parties	Provider Phone Number:	801-391-5366
Contact Person:	Becca Combe	Contact Email Address:	northernutprincesses@gmail.com
Provider Address:	947 Canyon Rd #5, Ogden UT 84404	Type of Service:	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 a visit with costumed characters (princess, superhero) program to benefit Library patrons and County residents; and

Service Provider, is ready, willing, and able to perform two programs 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 two sixty-minute programs consisting of costumed characters reading a story to participants followed by a meet and greet with attendees. Provider agrees to present the programs on the following days and at the following locations:

Program:	Holiday Storytime with Princesses and Heroes
Date and Time:	Monday, December 2, 2024 at 4:00 - 5:00 pm
Date and Time:	Tuesday, December 10, 2024 at 6:30 - 7:30 pm
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 \$300.00 as full payment for Service Provider's services under this Contract (\$150.00 per program/performance), 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 Northern Utah Princess Parties.
 - 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.

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- F. Notwithstanding anything herein to the contrary, Service Provider must disclose its tax identification or Social Security number to the 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 December 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. 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.
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:
Northern Utah Princess Parties
Attn: Becca Combe
947 Canyon Rd #5
Ogden, UT 84404
northernutprincesses@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

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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.

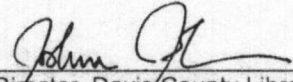
9. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any Davis County benefits.
10. **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 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.

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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:  Director, Davis County Library Date: <u>8/19/24</u>	SERVICE PROVIDER By: Rebecca Combe Print Name: Rebecca Combe Its: RC Date: 8-16-2024
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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:	Kassaundra John	Provider Phone Number:	801-698-5537
Contact Person:	Melonie Matthews	Contact Email Address:	melonie@gonmail.com
Provider Address:	900 S 1500 E, #139, Clearfield 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, is ready, willing, and able to present a Native American educational 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 sixty minute program including dancing, songs, art, and a question and answer session on the following date and at the following location:

Program: Winter Activity with Kassie John, Miss Indian World
Date and Time: Wednesday, December 4, 2024 at 7:00 - 8:00 pm
Location: Centerville Branch Library, 45 S 400 W, Centerville 801-451-1775

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 \$100.00 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 Kassaundra John.
- 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 the County before a check or payment will be made. County will disclose that number only as required by applicable federal and state law.

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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 December 4, 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. 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.
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:
- | | |
|---|--------------------------------|
| <u>If to County:</u> | <u>If to Service Provider:</u> |
| Davis County | Kassaundra John |
| Attn: Director, Davis County Library System | 900 S 1500 E #139 |
| 133 South Main Street | Clearfield, UT 84015 |
| P.O. Box 115 | melonie@gonmail.com |
| Farmington, UT 84025 | |
| jtankersley@co.davis.ut.us | |
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.

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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.

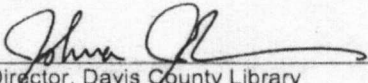
9. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any Davis County benefits.
10. **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 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

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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>9/23/24</u>	PRESENTER By: <u>Melonie Mathews</u> Print Name: Melonie Mathews Its: <u>Program Coordinator, Miss Indian World</u> Date: 9/18/2024
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DAVIS COUNTY STANDARD SERVICE PROVIDER CONTRACT

Service Provider:	JimTeahan	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 90 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:	Saturday, February 8, 2025 at 10:30 am - 12:30 pm (Seed Starting)
Location:	Kaysville Branch Library, 215 N Fairfield Rd, Kaysville, 801-451-1800
Date and Time:	Saturday, March 8, 2025 at 10:30 am - 12:30 pm (Spring Garden)
Location:	Kaysville Branch Library, 215 N Fairfield Rd, Kaysville, 801-451-1800

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.

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- F. Notwithstanding anything herein to the contrary, Service Provider must disclose its tax identification or Social Security number to the 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 March 8, 2025, 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

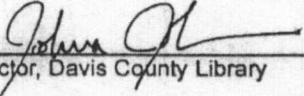
If to Service Provider:
Jim Teahan
676 E Country Breeze Circle
Draper, Utah, 84020
jrt2020_2@msn.com

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 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.

DAVIS COUNTY	JIM TEAHAN
By:  Director, Davis County Library	By: 
Date: 8/19/24	Print Name: JIM TEAHAN
	Its _____
	Date: 8.16.24

Version 08/05/2024

AGENDA ITEM #851/2024

DAVIS COUNTY REGULAR COMMISSION MEETING

AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Library
Presenter: Josh Johnson, Director
Agenda Item: Approval of donations over \$50.00 to the Davis County Library

Financial Information:

- Type: Receivable
- Amount: \$529.00
- GL Account #: N/A
- Davis County Match Required: No
- Additional Financial Information: N/A

Terms:

- Beginning Date: 07/29/2024
- Ending Date: 09/09/2024

Attachments:

1. Donations over \$50.00- DC Library

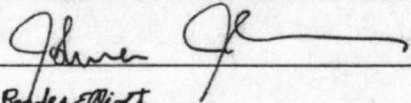
#852/2024

Proposed Meeting Date: 10/8/2024
Submitted by: Jennifer Tankersley
Document Type: public

Davis County Library - Donation Log July 2024 - Sept 2024

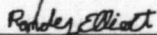
Name	Date	Branch	Estimated Value
Anonymous	7/29/2024	Syracuse	\$86.50
Douglas Christiansen	7/31/2024	Headquarters	\$136.00
Anonymous	8/6/2024	Layton	\$78.25
Anonymous	8/9/2024	Kaysville	\$92.00
Anonymous	8/14/2024	Bountiful	\$61.50
Anonymous	9/9/2024	Centerville	\$74.75
Total			\$529.00

Recommended by:



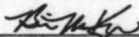
Library Director

Approved by:


Randy B. Elliott (Oct 9, 2024 09:02 MDT)

Commission Chair

Attest:


Brian McKenzie (Oct 9, 2024 09:17 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 Renewal contract with EBSCO Information Services for MyHeritage Family History Database**
MyHeritage is a genealogy database to search for US and world historical documents including census, year books, photos, and more.

Financial Information:

- Type: Payable
- Amount: \$7,008.00
- GL Account #: 2310580 540612
- Davis County Match Required: No
- Additional Financial Information: N/A

Terms:

- Beginning Date: 11/01/2024
- Ending Date: 10/31/2025

Attachments:

1. MyHeritage 2024

#942/2024

Proposed Meeting Date: 11/12/2024
Submitted by: Jennifer Tankersley
Document Type: public

LAST UPDATED: July 2024

EBSCO LICENSE AGREEMENT Standard

By using the services available at this site or by making the services available to Authorized Users, the Authorized Users and the Licensee agree to comply with the following terms and conditions (the "Agreement"). For purposes of this Agreement, "EBSCO" is EBSCO Publishing, Inc.; the "Licensee" is the entity or institution that makes available databases and services offered by EBSCO; the "Sites" are the Internet websites offered or operated by Licensee from which Authorized Users can obtain access to EBSCO's Databases and Services; and the "Authorized User(s)" are employees, students, registered patrons, walk-in patrons, or other persons affiliated with Licensee or otherwise permitted to use Licensee's facilities and authorized by Licensee to access Databases or Services. "Authorized User(s)" do not include alumni of the Licensee. "Services" shall mean EBSCOhost, EBSCO Discovery Service, EBSCO eBooks, Flipster and related products to which Licensee has purchased access or a subscription. "Services" shall also include eBooks to which a Licensee has purchased access or a subscription and periodicals to which Licensee has purchased a subscription. "Databases" shall mean the products made available by EBSCO. EBSCO disclaims any liability for the accuracy, completeness or functionality of any material contained herein, referred to, or linked to. Publication of the servicing information in this content does not imply approval of the manufacturers of the products covered. EBSCO assumes no responsibility for errors or omissions nor any liability for damages from use of the information contained herein. Persons engaging in the procedures included herein do so entirely at their own risk.

I. LICENSE

A. EBSCO hereby grants to the Licensee a nontransferable and non-exclusive right to use the Databases and Services made available by EBSCO according to the terms and conditions of this Agreement. The Databases and Services made available to Authorized Users are the subject of copyright protection, and the original copyright owner (EBSCO or its licensors) retains the ownership of the Databases and Services and all portions thereof. EBSCO does not transfer any ownership, and the Licensee and Sites may not reproduce, distribute, display, modify, transfer or transmit, in any form, or by any means, any Database or Service or any portion thereof without the prior written consent of EBSCO, except as specifically authorized in this Agreement.

B. The Licensee is authorized to provide on-site access through the Sites to the Databases and Services to any Authorized User. The Licensee may not post passwords to the Databases or Services on any publicly indexed websites. The Licensee and Sites are authorized to provide remote access to the Databases and Services only to their patrons as long as security procedures are undertaken that will prevent remote access by institutions, employees at non-subscribing institutions or individuals, that are not parties to this Agreement who are not expressly and specifically granted access by EBSCO. For the avoidance of doubt, if Licensee provides remote access to individuals on a broader scale than was contemplated at the inception of this Agreement then EBSCO may hold the Licensee in breach and suspend access to the Database(s) or Services. **Remote access to the Databases or Services is permitted to patrons of subscribing institutions accessing from remote locations for personal, non-commercial use. However, remote access to the Databases or Services from non-subscribing institutions is not allowed if the purpose of the use is for commercial gain through cost reduction or avoidance for a non-subscribing institution.**

C. Licensee and Authorized Users agree to abide by the Copyright Act of 1976 as well as by any contractual restrictions, copyright restrictions, or other restrictions provided by publishers and specified in the Databases or Services. Pursuant to these terms and conditions, the Licensee and Authorized Users may download or print

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D. Authorized Sites may be added or deleted from this Agreement as mutually agreed upon by EBSCO and Licensee.

E. Licensee agrees to comply with the Copyright Act of 1976, and agrees to indemnify EBSCO against any actions by Licensee that are not consistent with the Copyright Act of 1976.

F. The computer software utilized via EBSCO's Databases and Service(s) is protected by copyright law and international treaties. Unauthorized reproduction or distribution of this software, or any portion of it, is not allowed. User shall not reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the software, or create derivative works from the software.

G. The Databases are not intended to replace Licensee's existing subscriptions to content available in the Databases.

H. Licensee agrees not to include any advertising in the Databases or Services.

II. LIMITED WARRANTY AND LIMITATION OF LIABILITY

A. EBSCO and its licensors disclaim all warranties, express or implied, including, but not limited to, warranties of merchantability, noninfringement, or fitness for a particular purpose. Neither EBSCO nor its licensors assume or authorize any other person to assume for EBSCO or its licensors any other liability in connection with the licensing of the Databases or the Services under this Agreement and/or its use thereof by the Licensee and Sites or Authorized Users.

B. THE MAXIMUM LIABILITY OF EBSCO AND ITS LICENSORS, IF ANY, UNDER THIS AGREEMENT, OR ARISING OUT OF ANY CLAIM RELATED TO THE PRODUCTS, FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE ACTUAL DAMAGES INCURRED BY LICENSEE.

C. Licensee is responsible for maintaining a valid license to the third-party resources configured to be used via the Services (if applicable). EBSCO disclaims any responsibility or liability for a Licensee accessing the third-party

resources without proper authorization.

D. EBSCO is not responsible if the third-party resources accessible via the Services fail to operate properly or if the third-party resources accessible via the Services cause issues for the Licensee. While EBSCO will make best efforts to help troubleshoot problems, Licensee acknowledges that certain aspects of functionality may be dependent on third party resource providers who may need to be contacted directly for resolution.

III. PRICE AND PAYMENT

A. License fees have been agreed upon by EBSCO and the Licensee, and include all retrospective issues of the Product(s) as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to EBSCO or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within thirty (30) days. Delinquent invoices are subject to interest charges of 12% per annum on the unpaid balance (or the maximum rate allowed by law if such rate is less than 12%). The Licensee will be liable for all costs of collection. Failure or delay in rendering payments due EBSCO under this Agreement will, at EBSCO's option, constitute material breach of this Agreement. If changes are made resulting in amendments to the listing of authorized Sites, Databases, Services and pricing identified in this Agreement, pro rata adjustments of the contracted price will be calculated by EBSCO and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due upon receipt of any additional pro rata invoices and will be deemed delinquent if not received within thirty (30) days of the invoice dates.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Database(s) under this Agreement, whether or not such taxes are invoiced by EBSCO, will be the exclusive responsibility of the Licensee and/or Sites.

IV. TERMINATION

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from EBSCO. Within the period of such notice, Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, EBSCO may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Databases or Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases or Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT

EBSCO has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: Kim Gibbons, EBSCO Publishing, Inc., 10 Estes Street, Ipswich, MA 01938; phone: 978-356-6500, fax: 978-356-5191; email: kgibbons@ebSCO.com. In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

VI. GENERAL

A. Neither EBSCO nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

B. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of EBSCO.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the EBSCO License Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

E. This Agreement and our Privacy Policy represent the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described in this Agreement and our Privacy Policy.

F. EBSCO grants to the Licensee a non-transferable right to utilize any IP addresses provided by EBSCO to Licensee to be used with the Services. EBSCO does not transfer any ownership of the IP addresses it provides to Licensee. In the event of termination of the Licensee's license to the Services, the Licensee's right to utilize such IP addresses will cease.

G. All information that EBSCO collects when Licensee accesses, uses, or provides access to, the Databases and Services is subject to EBSCO's Privacy Policy, which is incorporated herein by reference. By accessing or using the Databases and/or Services, you consent to all actions taken by EBSCO with respect to your information in compliance with the Privacy Policy.

H. Neither party shall be liable for any special, punitive, or consequential damages, or any loss of revenue or profits (excluding fees under the Agreement) data, or data use.

I. The persons executing this Agreement 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 Agreement, and that this Agreement represents a binding and enforceable obligation of such party.

J. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

DAVIS COUNTY By: _____ Bob J Stevenson, Chair Davis County Board of County Commissioners Date: _____ ATTEST: _____ Brian McKenzie Davis County Clerk Date: _____	EBSCO PUBLISHING, INC. By: <u>Alex Saltzman</u> Print Name: <u>Alex Saltzman</u> Title: <u>Senior VP, Inside Sales</u> Date: <u>11/4/2024</u>
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DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “**Addendum**”) supplements the EBSCO License Agreement (the “**Agreement**”) between the Customer (“**Customer**”) and EBSCO Publishing, Inc. (“**EBSCO**”).

1. Definitions

- 1.1 For the purpose of this Addendum the terms, “**Controller**,” “**Processor**,” “**Data Subject**,” “**Personal Data**,” “**Personal Data Breach**,” “**Processing**,” “**Subprocessor**,” and “**Supervisory Authority**” shall have the same meanings as in applicable Data Protection Legislation, and their related terms shall be construed accordingly.
- 1.2 “**Appropriate technical and organizational measures**” shall be interpreted in accordance with applicable Data Protection Legislation.
- 1.3 “**Customer Personal Data**” means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer’s behalf in connection with the Agreement.
- 1.4 “**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time where EBSCO does business, including the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council (the “**GDPR**”), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100, *et seq.* (the “**CCPA**”), and all other applicable laws and regulations relating to the Processing of Personal Data, including any legislation that implements or supplements, replaces, repeals and/or supersedes any of the foregoing.
- 1.5 “**International Data Transfer**” means the transfer (either directly or via onward transfer) of Personal Data from within the European Economic Area/United Kingdom (as applicable) to a country not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in the GDPR).
- 1.6 “**User Personal Data**” means the Personal Data provided directly by Customer’s end users to EBSCO through the products and services purchased by Customer.

2. Data Processing: EBSCO as Processor for Customer

- 2.1 Where Customer Personal Data is processed by EBSCO, EBSCO will act as the Processor and the Customer will act as the Controller.
 - 2.1.1 Subject Matter. The subject matter of the Processing is the Customer Personal Data.
 - 2.1.2 Duration. The Processing will be carried out for the duration set forth in the Agreement.
 - 2.1.3 Nature and Purpose. The purpose of the Processing is the provision of products and services to the Customer purchased by the Customer from time to time.
 - 2.1.4 Type of Customer Personal Data and Data Subjects. Customer Personal Data consists of the following categories of information relevant to the following categories of Data Subjects:

- (a) Representatives of Customer: name, address; email address; billing information; login credentials; geolocation data; and professional affiliation.
 - (b) Customer's end users of the EBSCO products and services purchased by Customer (where personalized account information is provided to EBSCO by Customer): name; address; and email address.
- 2.2 EBSCO shall not Process Customer Personal Data other than on the Customer's documented instructions (as set forth in this Addendum or the Agreement or as otherwise directed by Customer in writing). EBSCO will not Process Customer Personal Data for any purpose, including for any commercial purpose, other than for the specific purpose of performing the services specified in the Agreement. If Processing of Customer Personal Data inconsistent with the foregoing provisions of this section is ever required by applicable Data Protection Legislation to which EBSCO is subject, EBSCO shall, to the extent permitted by applicable Data Protection Legislation, inform the Customer of that legal requirement before proceeding with the relevant Processing of that Customer Personal Data.
- 2.3 EBSCO will notify Customer promptly if, in EBSCO's opinion, an instruction for the Processing of Customer Personal Data infringes applicable Data Protection Legislation.
- 2.4 EBSCO shall ensure that all personnel who have access to and/or Process the Customer Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 2.5 EBSCO shall, in relation to the Customer Personal Data, implement appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data. When considering what measure is appropriate, each party shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful Processing or accidental loss or destruction, and to the nature of the data to be protected.
- 2.6 EBSCO shall assist Customer, taking into account the nature of the Processing, (A) by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights under Applicable Data Protection Legislation; (B) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing and the information available to EBSCO; and (C) by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the GDPR have been met.
- 2.7 EBSCO shall promptly notify Customer upon becoming aware of any confirmed Personal Data Breach affecting the Customer Personal Data.
- 2.8 Upon termination of the Agreement, EBSCO shall, at Customer's election, securely delete or return Customer Personal Data and destroy existing copies unless preservation or retention of such Customer Personal Data is required by any applicable law to which EBSCO is subject.
- 2.9 EBSCO shall allow Customer and Customer's authorized representatives to access and review up-to-date attestations, reports, or extracts thereof from independent bodies (e.g., external auditors, data

protection auditors) or suitable certifications, or allow its procedures and documentation to be inspected or audited by Customer (or its designee) to ensure compliance with the terms of this Addendum. Any audit or inspection must be conducted during EBSCO's regular business hours without interrupting EBSCO's business operations, with reasonable advance notice (at least 45 days) to EBSCO and subject to reasonable confidentiality procedures. In addition, audits or inspections shall be limited to once per year. The scope of such audit shall be limited to documents and records allowing the verification of EBSCO's compliance with the obligations set forth in this Addendum and shall not include financial records of EBSCO or any records concerning EBSCO's other customers. Remote audits shall be utilized where possible, with on-site audits occurring only where a walkthrough of the premises is required.

EBSCO shall, in the event of third-party subprocessing that is subject to Data Protection Legislation, (A) inform Customer and obtain its prior written consent (execution of this Addendum shall be deemed as Customer's prior written consent to such third-party subprocessing); (B) provide a list of third-party Subprocessors upon Customer's request; and (C) inform Customer of any intended changes to third-party Subprocessors, and give Customer a reasonable opportunity to object to such changes. If EBSCO provides Personal Data to third-party Subprocessors, EBSCO will include in its agreement with any such third-party Subprocessor terms which offer at least the same level of protection for the Customer Personal Data as those contained herein and as are required by applicable Data Protection Legislation.

3. **Data Processing: EBSCO as Joint Controller With Customer**

- 3.1 EBSCO and Customer shall act as joint Controllers with respect to User Personal Data.
- 3.2 EBSCO shall be responsible for providing Customer's end user Data Subjects with the information required under GDPR Articles 13 and 14 (including by identifying a contact point for Data Subjects) before processing User Personal Data, and with informing Customer's end users of the essence of EBSCO's arrangement with Customer.
- 3.3 EBSCO shall provide Customer's end user Data Subjects with the ability to exercise their individual rights with respect to User Personal Data within a self-service portal.

4. **International Data Transfer**

- 4.1 To the extent that any Customer Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Processor Standard Contractual Clauses adopted by the European Commission ("**Processor Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:
 - 4.1.1 Customer is the "data exporter" and EBSCO International, Inc. is the "data importer;" and
 - 4.1.2 The provisions of Module Two are incorporated; the provisions under Modules One, Three, and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.
- 4.2 To the extent that any User Personal Data is subject to any International Data Transfer, the parties

agree to be bound by, and all terms and provisions of the Controller to Controller Standard Contractual Clauses adopted by the European Commission ("**Controller Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:

- 4.2.1 Customer is the "data exporter" and EBSCO is the "data importer;" and
- 4.2.2 The provisions of Module One are incorporated; the provisions under Modules Two, Three and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.
- 4.3 The Processor Model Clauses and Controller Model Clauses shall be collectively, the "Standard Contractual Clauses." The applicable version of the Standard Contractual Clauses is those which were approved by the European Commission on June 4, 2021. In the event that the Standard Contractual Clauses are updated, replaced, amended or re-issued by the European Commission (with the updated Standard Contractual Clauses being the "**New Contractual Clauses**") during the term of this Addendum, the New Contractual Clauses shall be deemed to replace the Standard Contractual Clauses and the parties undertake to be bound by the terms of the New Contractual Clauses effective as of the date of the update (unless either party objects to such change) and the parties shall execute a form of the New Contractual Clauses.
- 4.4 The descriptions required by the Annexes of the Standard Contractual Clauses are replaced by the information in Schedule I, Schedule II, and Schedule III of this Addendum.
- 4.5 To the extent that the UK Information Commissioner's Office issues any standard contractual clauses for the purpose of making lawful International Data Transfers during the term of this Addendum that will impact the transfers of Customer Personal Data or User Personal Data (with such clauses being the "**UK Standard Contractual Clauses**"), to the extent possible, the UK Standard Contractual Clauses shall be deemed to be incorporated into this Addendum and the parties undertake to be bound by the terms of the UK Standard Contractual Clauses effective as of the date of their issuance (unless either party objects to such change) and the parties shall execute a form of the UK Standard Contractual Clauses.

Schedule I

List of Parties and Description of
Data Transfers

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. **Name:**
Address:
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses:
Signature and date:
Role (controller/processor): Controller and Joint Controller
2. **Additional Information:** EBSCO and Customer shall act as Joint Controllers with respect to User Personal Data (as defined in the Agreement). The Joint Controllers shall perform the following responsibilities accordingly:

Customer	EBSCO
- Personalization: Customer decides whether to enable features of personalized accounts in product - Authorize the processing of end user data by EBSCO via the Agreement between parties - o Provide legal basis for processing end user data - o Establish the purposes and scope of processing - Implementation of technical and organizational measures to ensure security of network - o Access controls – provide guidelines to EBSCO for authorizing who may access the product under the customer's subscription - Data Subject Access Requests - o As needed, provides details of requests to EBSCO if request is received by Customer from end users (in the event that an end user submits a request through Customer rather than through EBSCO)	- Implementation of organizational and technical measures - o See Schedule II for details - Maintenance and support of product - o Security patches - o Feature updates - o Technical support - o Availability and up-time - Data storage, including backups - Establish the purposes and scope of processing via the Agreement between Parties - Data Subject Access Requests - o Receives and processes Data Subject Access Requests and honors the data subject rights of information, access, rectification, erasure, restricted processing, data portability, right to object, and the right to avoid automated decision-making - o Manages the contact form, email address, and phone number for intake of privacy requests - o Upon request, notifies customer of data subject request

Customer	EBSCO
	- Provide legal basis for processing end user data - o Agreement between parties establishes contract to provide services - o Collection of individual consent and acceptance of terms of use, privacy policy, etc. from end users - Incident response - o Implementation of process - o Notification of customer - Subprocessors - vetting and notifying customer of new subprocessors - Privacy Risk Assessments – conduct PRA/DPIA as needed for vendors, features, products, etc. which process personal information

Data importer(s):

For Customer Personal Data:

- Name:** EBSCO International, Inc.
Address: 10 Estes Street, Ipswich, MA 01938
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research
Signature and date:
Role (controller/processor): Joint Controller and Processor
- Additional Information:** Customer will act as the Controller of Customer Personal Data where Customer Personal Data is processed by EBSCO. EBSCO will act as the Processor of Customer Personal Data. "Customer Personal Data" means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer's behalf in connection with the Agreement.

For User Personal Data:

- Name:** EBSCO International, Inc.
Address: 10 Estes Street, Ipswich, MA 01938
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research, creation of user profiles
Signature and date:
Role (controller/processor): Joint Controller and Processor
- Additional Information:** Customer will act as the Controller of User Personal Data where User Personal Data is processed by EBSCO. EBSCO will act as the Joint Controller of User Personal Data.

“User Personal Data” means the Personal Data provided directly by Customer’s end users to EBSCO through the products and services purchased by Customer.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred: Entity information required for handling the subscription and users of applications, including but not limited to students, teachers, employees, authors.

Categories of personal data transferred: First name, last name, email address, authentication information, search information, research notes.

Sensitive Data transferred (if applicable), and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved: Not Applicable.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis): Continuous.

Nature of the processing: Providing access to EBSCO databases; storing user information in customized profiles; facilitating the retrieval of user search history.

Purpose(s) of the data transfer and further processing: To perform the obligations between the parties, per the Agreement, to provide research tools, to personalize the experience and to prevent harvesting. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: As long as reasonably necessary, some personalization information will be held until deletion is requested by a customer or user.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

Subject Matter: First name, last name, email address, authentication information, search information, research notes

Nature of processing: The nature of processing includes the following: Data storage and software delivery, consent management, fulfilling data subject rights requests. Please also see Schedule III for the link to the Subprocessors for comprehensive information about how specific subprocessors process data.

Duration: Continuous

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority, in accordance with Clause 13, is the Supervisory Authority of Ireland.

Schedule II

Technical and Organizational Measures Including Technical and Organizational Measures to Ensure the Security of Data

EBSCO shall maintain and use appropriate safeguards to prevent the unauthorized access to or use of Customer Personal Data and to implement administrative, physical and technical safeguards to protect Customer Personal Data. Such safeguards shall include:

1. Network and Application Security and Vulnerability Management:

a. Measures of pseudonymization and encryption of personal data:

Personal data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256), and in transit using Transport Layer Security (TLS) encryption. Cryptographic key management is in place as outlined in National Institute of Science and Technology (NIST) standard 800-57.

b. Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services:

EBSCO has an ongoing commitment to certification against relevant International Organization for Standardization (ISO) standards, including ISO standards 27001, 27017, 27018 and 27701 both on-premise and at Amazon Web Services (AWS) managed data centers. EBSCO is hosted both within the Amazon Web Services platform and within legacy on premise data centers in Ipswich, MA and Boston, MA. Applications and data are distributed for purposes of high availability and resilience. Features such as automatic recovery and automatic scaling have been implemented. Applications together with their container configuration can be redeployed within minutes, if necessary.

c. Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident:

All applications and data are distributed across multiple nodes and the nodes are distributed across multiple availability zones within Amazon Web Services to ensure high availability of the service. The use of a container-based architecture further helps to ensure high availability of the service. For example, applications automatically restart if they encounter issues and if a specific node fails, it is removed from service and traffic is directed to the remaining 'healthy' nodes. Where appropriate, nodes are set to automatically scale to handle unexpected spikes in traffic. Regular service management meetings review the performance and future capacity needs of the service. The infrastructure enables horizontal and vertical scaling to be implemented with significantly reduced lead times compared to a physical infrastructure. For our legacy on premise, EIS employs two concurrent data centers with failover capabilities in the event that one of the sites experiences an outage. EBSCO's on-premise data centers are protected with uninterruptable power supplies, fire suppression systems and limited access only to personnel necessary for the ongoing operation of the data centers. EBSCO continuously monitors service availability. The current status can be found here: <https://status.ebsco.com/>

- d. Processes for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing:

EBSCO contracts third party penetration testing on an annual basis. In addition, vulnerability scans are conducted through an automated code deployment pipeline. Our production environment is scanned continuously. We employ a managed 24/7 security operations team to continuously monitor our environment. EBSCO regularly applies security updates to our environment following our comprehensive vulnerability management process. These updates are done on a rolling basis using a Scaled Agile Framework for Enterprises (SAFe).

Organizational measures are reviewed twice annually, through an internal audit as well as an external audit conducted on an annual basis by accredited third party auditors. In addition, regular access reviews to sensitive data and systems are conducted on a regular basis.

EBSCO continually evaluates the security of its network and associated Services to determine whether additional or different security measures are required to respond to security risks or findings generated by periodic reviews.

- e. Measures for the protection of data during transmission:

All data is encrypted in transit using TLS, both from the users' browser to the applications as well as data in transit between EBSCO systems and subprocessors.

- f. Measures for the protection of data during storage:

Personal Data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256). All data storage is isolated from the public internet by a dedicated firewall to ensure only EBSCO personnel can access the database.

- g. Measures for ensuring system configuration, including default configuration:

Standardized system configurations are enforced through automated code deployment pipelines where appropriate.

- h. Measures for internal IT and IT security governance and management:

EBSCO's Governance Risk and Compliance (GRC) Team maintains the EBSCO Information Security and Privacy Management system (ISPMS). The ISPMS is continuously monitored and improved to conform to or exceed the standards required by ISO 27001, ISO 27701, ISO 27017, and ISO 27108. The EBSCO ISPMS is comprised of the ISMS-Information Security Management System and PIMS-Privacy Information Management System. External and internal audits of the ISPMS are performed on an annual basis. Security logs are monitored continuously.

- i. Measures for certification/assurance of processes and products:

In addition to the measures for internal IT management and IT security governance above, regular, mandatory training is delivered through an online learning platform to ensure all staff are familiar with their responsibilities and up to date with policies and procedures. Clear processes are in place to manage security related incidents and to liaise with law enforcement if required.

- j. Measures for ensuring data minimization:

EBSCO follows best practices for minimizing data attributes to only those needed to perform

required functions and allow its customers and user patrons the ability to extend the minimum default data set if required.

k. Measures for ensuring data quality:

Institutions and end users have the ability to review and update their information through a self-service module, or through contacting EBSCO according to the Privacy Policy. Where applicable, data validation controls are implemented in our environment.

2. Logical access controls:

a. Measures for user identification and authorization:

A small number of the EBSCO Team with responsibilities for administering and supporting the system have access to the production environment and databases. This is strictly controlled by role and requires two-factor authentication to gain access.

Customer Administrator access to end user data is only possible through using an EBSCOadmin administrator account. Only personnel designated by the customer and a small number of EBSCO's privileged users have access to this information.

Customers have the ability to set up different authentication options. Options include, but are not limited to, integration through Single Sign On (SSO) using SAML 2.0, username and password, IP whitelist authentication, patron ID, Google Campus Activated Subscriber Access (CASA), Universal CASA and Cookies.

3. Secure media disposal controls:

a. Measures for ensuring limited data retention:

It is vital that personal data stored within EBSCO's systems meets the requirements for data privacy and protection and part of that is ensuring personal data is not retained beyond what is necessary for the defined purpose.

In many cases, EBSCO allows the ability for customers to anonymize end user data by pseudonymized SSO configuration or removing the option for User Patrons to personalize.

b. Measures for allowing data portability and ensuring erasure:

Upon request or through the self-service module, EBSCO customers can extract Database Usage Reports, Interface Usage Reports, Link Activity Reports, Login Usage Report and Title Usage Reports. This data can also be obtained upon request at contract termination, or at any time through EBSCOadmin.

4. Logging Controls:

a. Measures for ensuring events logging:

EBSCO allows customers to view database usage reports, interface usage reports, link activity reports, login usage reports and title usage reports through EBSCOadmin.

EBSCO employs Security Information and Event Management (SIEM) logs across our resources. These logs are monitored internally by our information security team and 24/7 managed

security operations center (SOC). No customer action is required, and customers do not have access to these internal logs.

5. Personnel Controls:

Contracts for new staff and the onboarding process emphasize individual responsibilities for information security and the potential penalties for misuse. Staff resignations trigger an automated process to ensure access rights to EBSCO's systems are revoked in a timely fashion.

The IT Acceptable Use Agreement covers the acceptable use of EBSCO's information assets. It is issued to both permanent and contract staff and forms part of the induction for new starters.

Security awareness training is delivered through EBSCO's online training platform. It is delivered at least annually and is mandatory for all employees.

6. Physical security and environmental controls:

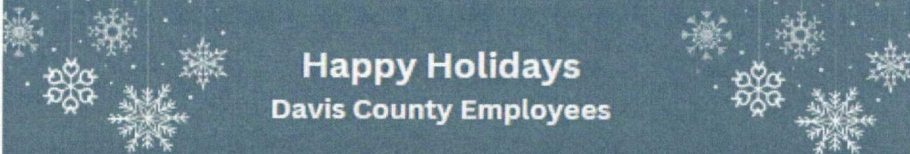
a. Measures for ensuring physical security of locations at which personal data are processed:

EBSCO is committed to ensuring the safety of its employees, contractors and assets and takes the issue of physical security very seriously. EBSCO has a comprehensive set of physical security controls which ensure that its data centers and offices are sufficiently protected. Access to data centers is limited only to necessary personnel, and all access is logged and reviewed for abnormalities.

EBSCO also contracts with AWS for the processing of customer data. AWS provides world class security within their hosted data centers. For more information on physical security in AWS hosted environments see: <https://aws.amazon.com/compliance/data-center/controls/>.

Schedule III**List of Subprocessors****MODULE TWO: Transfer controller to processor**

The controller has been notified of the use of the subprocessors linked below may be utilized at the time of contract execution. For an updated list of subprocessors, please see www.ebsco.com/subprocessors.



Happy Holidays Davis County Employees

As we approach the holiday season, we want to take a moment to recognize the incredible efforts each of you put into your work. Your dedication truly makes a difference in our community.

In appreciation of your hard work, we are pleased to announce that the County Commissioners have designated an additional paid holiday for eligible employees in 2024.

This day will be Tuesday, December 24, 2024.

We understand that not all departments operate the same way, and some may need to remain open. Department heads will coordinate with their teams to determine the best approach for managing this additional day off. As usual, this holiday will be reflected in UKG for time-keeping purposes.

Thank you for your continued commitment and dedication! Wishing you all a joyful and peaceful holiday season ahead.

Warm regards,

*Commissioners Bob, Randy & Lorene
Chris Bone, Human Resources Director*



2025 Proposed Holiday Closures

January 20, 2025 (Monday)

February 17, 2025 (Monday)

May 26, 2025 (Monday)

June 16, 2025 (Monday)

July 4, 2025 (Friday)

July 24, 2025 (Thursday)

September 1, 2025 (Monday)

November 11, 2025 (Tuesday)

November 27, 2025 (Thursday)

November 28, 2025 (Friday)

December 25, 2025 (Thursday)

December 26, 2025 (Friday)

January 1, 2026 (Thursday)



DAVIS COUNTY LIBRARY BOARD

2025 Schedule of Meetings

All meetings will be held at 1:00 pm unless otherwise posted during the year.

January 9th, 2025 (133 S Main St, Farmington)

February 13th, 2025 (133 S Main St, Farmington)

March 13th, 2025 (133 S Main St, Farmington)

April 10th, 2025 (133 S Main St, Farmington)

May 8th, 2025 (133 S Main St, Farmington)

June 12th, 2025 (133 S Main St, Farmington)

August 14th, 2025 (133 S Main St, Farmington)

September 11th, 2025 (133 S Main St, Farmington)

October 9th, 2025 (133 S Main St, Farmington)

November 13th, 2025 (133 S Main St, Farmington)

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Josh Johnson, Davis County Library Director at 801-451-3030 prior to the meeting.

CLEARFIELD CITY PLANE LOCATION AGREEMENT

This Clearfield City Plane Location Agreement (“Agreement”) is made and entered into on this ____ day of _____, 2024, by and between DAVIS COUNTY, located at 61 South Main Street, Farmington, State of Utah, (“County”), and CLEARFIELD CITY, a Utah municipality, located at 55 South State Street, Clearfield, State of Utah, (“Clearfield”). County and Clearfield may also be referred to as the Parties or individually as a Party.

RECITALS

A. County operates the Davis County Library System (Library) and owns certain real property located within Clearfield that is used for the Library’s Clearfield Branch (“Clearfield Branch Property”).

B. Clearfield created a city-wide branding initiative known as “Clearfield, Utah’s Military City.”

C. Clearfield determined that the creation, commission, or production of replica sculptures of United States Air Force Planes (approximately 4x6 in size) (“Plane Sculpture”) and placing them strategically throughout the city would bring, local, regional, and possible national recognition to Clearfield, the County, and Hill Air Force base.

D. Clearfield carefully selected the individual locations for the first 9 Plane Sculptures to be placed within Clearfield.

E. Clearfield and the Davis County Library Board believe that the placement of a Plane Sculpture on Clearfield Branch Property is an ideal location, would benefit both the Library and Clearfield, and is consistent with the desire of the parties.

F. Library is willing to allow Clearfield a license to use Clearfield Branch Property for the placement of a Plane Sculpture subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Grant of License.** County grants to Clearfield the right to locate, maintain, and repair a Plane Sculpture on Clearfield Branch Property as shown on Exhibit A hereto (“License Plane Sculpture Area”).

2. **Plane Sculpture Definition.** The Plane Sculpture shall be constructed by Clearfield and located within the License Plane Sculpture Area to provide for safe public visibility for pedestrians, motorized vehicles, and patrons of the Clearfield Branch Library. The Plane Sculpture is approximately 4 feet wide x 6 feet long in size, made of fiberglass materials, weighs 300-400 lbs., has a base that does not need to be anchored into the ground, and is manufactured to be a sturdy, movable structure. The Plane Sculpture located within the License Plane Sculpture Area may include color combinations, designs, wording, or other such self-contained artistic features.

The Plane Sculpture located within the License Plane Sculpture Area shall not interfere with Library's use of the Library's Clearfield Branch Property.

3. Plane Sculpture Construction and Placement. Clearfield shall be wholly responsible for the development, construction, and the placement of the Plane Sculpture on the License Plane Sculpture Area. The Plane Sculpture shall be constructed at Clearfield's sole cost and expense. Clearfield will work with County to coordinate the placement of the Plane Sculpture to avoid interference with the County's use of the Clearfield Branch Property. Prior to placing the Plane Sculpture on the License Plane Sculpture Area as depicted in Exhibit A, Clearfield shall notify and coordinate the date and time of the placement with the County. County retains the right to deny Clearfield the right to place the Plane Sculpture on any Clearfield Branch Property that County reasonably believes will interfere with the use of the Clearfield Branch Property.

4. Use and Maintenance of Plane Sculpture.

(a) Clearfield and County will ensure that placement, display and maintenance of Plane Sculpture conform to County and Library Policies regarding works of art.

(b) Clearfield shall be wholly responsible, at its sole cost and expense, for the use and maintenance of the Plane Sculpture.

(c) Clearfield, at its sole cost and expense, will keep the Plane Sculpture in good repair at all times.

(d) Clearfield will keep vegetation and weeds on the Plane Sculpture under control at all times and will visually inspect the Plane Sculpture on a regular basis. Clearfield may use herbicides, pesticides, or other cleaning chemicals on the Plane Sculpture as long as such chemicals are used for their intended purpose, in compliance with their labeling restrictions, and in compliance with any state or federal rules or regulations.

(e) Clearfield will regularly remove any debris and rubbish from the Plane Sculpture.

(f) Clearfield will repair any damage to the License Plane Sculpture Area that is the direct result of the Plane Sculpture.

(g) Clearfield will take reasonable steps to prevent vandalism and graffiti on the Plane Sculpture and will make timely repairs to any vandalism or clean any graffiti occurring within the License Plane Sculpture Area that is the direct result of the Plane Sculpture.

(h) Clearfield will regularly police the License Plane Sculpture Area.

(i) Clearfield shall be responsible for addressing all public concerns related to the Plane Sculpture.

(j) Clearfield will not install or allow the installation of any permanent structures within the License Plane Sculpture Area without the express written consent of County.

(k) Clearfield will remove the Plane Sculpture during periods of time that County determines it is necessary for public safety or for the operation, maintenance, repair, reconstruction, or improvement of the Clearfield Branch Property.

5. Clearfield Branch Property. Clearfield shall protect the Clearfield Branch Property from any harm and damage caused by the placement of the Plane Sculpture. Clearfield shall be solely responsible for the repair of any harm or damage to the Clearfield Branch Property that is the result of the placement of the Plane Sculpture on the Clearfield Branch Property caused by Clearfield or its agents. Clearfield will take all reasonable measures to protect the County and the Clearfield Branch Property from damage due to the placement of the Plane Sculpture in the License Plane Sculpture Area.

6. Reservation of Rights. The Parties acknowledge that the Clearfield Branch Property, including the License Plane Sculpture Area, is actively used for the Clearfield Branch of the Davis County Library System, a facility which must be properly operated and maintained. County shall retain the right to access the License Plane Sculpture Area as necessary to operate, repair, maintain, reconstruct, and improve its Clearfield Branch Property. Clearfield shall remove the Plane Sculpture on the Clearfield Branch Property at the request of the County as soon as possible, but no later than 72-hours from a written request.

7. Indemnification. Clearfield shall indemnify, defend, and hold harmless the County for and from any harm, injury, or damage to any person or property and against any claim or suit brought by any person or entity resulting from the Plane Sculpture located on the License Plane Sculpture Area.

8. Insurance. Clearfield shall maintain all appropriate insurance for the License Plane Sculpture located on the License Plane Sculpture Area and, as applicable, name County as an additional insured.

9. Term. The term of this Agreement shall begin on the execution date and shall run for a period of three (3) years unless otherwise terminated by written agreement of the Parties or as otherwise set forth herein. Either party may terminate this agreement for no cause by giving thirty (30) days written notice to the other party.

10. Default. In the event a Party defaults in the performance of any of the terms of this Agreement, the non-defaulting Party shall provide the defaulting Party written notice of the default. The defaulting Party shall have ten (10) days following such notice to cure the default or, if the default is of a nature that cannot be cured with ten (10) days, to show reasonable diligence toward curing the default and provide assurance that the default will be cured with all reasonable diligence. If the default is not cured as provided herein, this Agreement shall terminate.

11. Relationship of Parties. The relationship between the Parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Agreement 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, or to bind the other party in any manner.

12. Governing Law. This Agreement shall be governed by, construed and enforced under the laws of the State of Utah.

13. Entire Agreement/Modification. This Agreement represents the entire agreement between the Parties regarding the placement of a Plane Sculpture on the License Plane Sculpture Area. Any modification of this Agreement or additional obligations assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing and signed by each Party.

14. Recording Notice. This Agreement may be recorded with the County Clerk's Office of Davis County, Utah.

15. Attorney Fees. In the event a claim or action is raised as a result of any dispute arising out of this Agreement, the prevailing Party to the claim or action will be entitled to payment of its reasonable attorneys' fees from the other Party.

16. Notices. Notices shall be addressed to the following:

Clearfield:	Clearfield City Attn: City Recorder 55 South State Street Clearfield, UT 84015
County Library:	Davis County Library 133 S Main ST Farmington, Utah 84025 Attn: Joshua Johnson
with copies to:	Clearfield City Attn: Communication Manager 55 South State Street Clearfield, UT 84015

17. Amendment. No amendment of this Agreement shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

18. Binding Effect. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, and by signature below, the parties have caused this Agreement to be executed on the date indicated above by:

[Signature Page to Follow]

DAVIS COUNTY

By: _____ Date: _____
Bob J Stevenson, Chairman
Davis County Board of County Commissioners

ATTEST:

Brian McKenzie
Davis County Clerk

CLEARFIELD CITY

By: _____
Mark R. Shepherd,
Clearfield City Mayor

Attest:

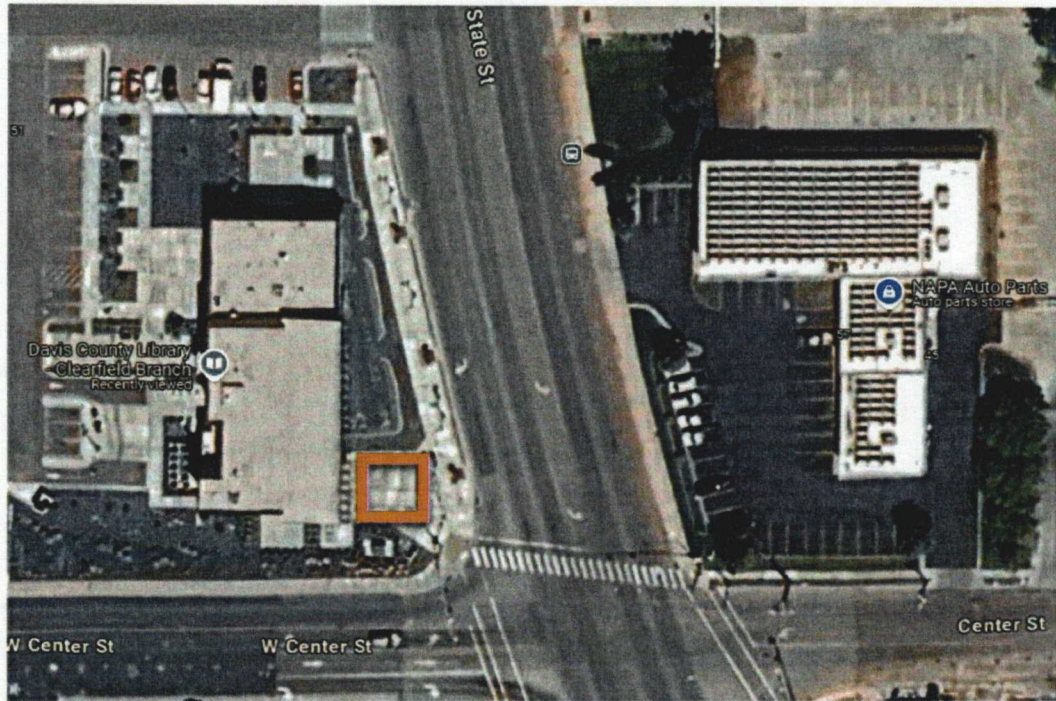
Nancy Dean,
City Recorder

Approved Legal Form:

Stuart E. Williams,
City Attorney



Exhibit A “License Plane Sculpture Area.”



DAVIS COUNTY LIBRARY BOARD MEETING
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item

Presenter:

Agenda Item: **Proposed Policy Updates**
Creating a Collection of Circulating Item Sets
500 Collection Development
120 Circulation
123 Schedule of Loan Periods, Renewal Periods & Fees
125 Schedule of Average Replacement Costs
220 Donation and Disposal of Public Property

3D printing print time
420 Library Technology & Equipment

Meeting Room Cancellation
330 Meeting Rooms

Attachments:

1. [2024.11.07 proposed updates] Davis County Library Policies

#949/2024

Document Type: public

120 CIRCULATION AND PATRON ACCOUNTS

Regulates the use of Davis County Library materials, patron accounts, letters sent by the library and the Library's use of legal remedies.

General

1. Davis County Library purchases materials or access to materials for the use of Davis County residents as described in Davis County Library's Collection Development Policies. These materials are Davis County property.
1. Library materials circulate according to an established [Schedule of Loan Periods, Renewal Periods, Fines and Fees \(Policy #123\)](#); Interlibrary loans circulate according to [Policy #130 Interlibrary Loans](#).
2. The Director may alter circulation methods, guidelines, rules and fees for individual items as needed, examples include:
 - a. Items in high demand
 - b. Holiday items
 - c. Items of unusual length
 - d. Unique or rare items
 - e. Electronic or downloadable items
 - f. Short-term circulation of items traditionally considered library materials
3. On-going circulation methods, guidelines, rules and fees for items not traditionally considered library materials will be approved by the Library Board.
4. The Director establishes and enforces procedures necessary
 - a. to protect library property from theft, damage, and mutilation, and to document such activities when they occur, provided they conform to applicable Utah Law (see [UCA 76-6-8](#)).
 - b. to ensure timely circulation and use of library materials by members of the public limit patron liability for unreturned materials.
5. Fees for lost or damaged items are assessed according to [Library Policies #121 Schedule of Charges for Damage, #123 Schedule of Loan Periods, #125 Schedule of Average Replacement Costs](#); fees associated with Interlibrary Loans are discussed in [Policy #130 Interlibrary Loans](#).

Accounts & Circulation of Materials

6. Patrons may borrow materials from the Davis County Library using the following options:
 - a. A valid Davis County Library card.
 - b. Alternate procedures as established by the Library Director, examples include:
 - i. A scanned image of a Davis County Library card.
 - ii. A Utah issued State Identification card or Utah issued Driver's License.
7. Items are assumed to be lost when they are 45 calendar days overdue.
8. Patron accounts are blocked when they accumulate over \$15.00 in charges.

9. When a patron account is blocked, no further library materials can be checked out; this may also include online collections and downloadable materials.
10. Authorized staff members may override the blocked status of a patron's account for reasonable causes; in such cases, staff will
 - a. Document any arrangement made with a patron on the patron's record.
 - b. Retain paperwork related to GRAMA according to established guidelines.
11. Patrons are responsible for all items checked out on their accounts, including items used in Library buildings or on Library property.
 - a. Patrons remain responsible for all materials checked out on their accounts until they notify the Library that their card has been lost or stolen.
 - b. When library items are damaged or lost due to extraordinary circumstances such as theft, criminal activity, fire, flood or other catastrophic events, patrons may request that those charges be reduced or waived. In consultation with the Civil division of the County Attorney's Office, the Director will evaluate each request on a case-by-case basis, in accordance with the Library's current financial practices.
12. Due to the higher risk of damage or theft, the Library does not loan circulating equipment to non-residents.

Charges and Fees

13. A \$1.00 fee is assessed for library cards lost or damaged beyond use. Authorized staff members may override this charge for reasonable causes.
14. Processing fees are assessed for each item removed from collections due to loss or damage of library materials. This charge covers processing costs associated with discarding lost items and adding replacement items to library collections.

Processing fees vary by collection as indicated below.

- a. \$50.00 processing fees are charged for items in equipment collections.
 - b. \$0.00 processing fees are charged for circulating magazines.
 - c. \$4.00 processing fees are charged for items in all other collections
15. Each lost item is assessed fees equal to the list price of the item, the processing fee, and any additional costs associated with replacing the item.
 - a. Items containing multiple parts are considered lost if any of the parts are lost and cannot be replaced individually;
 - b. If a list price is not available, this fee will be based on the schedule of average replacement costs.
 - c. If there are costs related to replacing software or hardware currently installed on lost equipment, the costs will be added as additional fees.
16. Patrons are charged for damages to materials checked out to them and the processing fee, as applicable.
 - a. Damage fees take into account the

- i. Future usability of the item
 - ii. Staff time and cost of materials needed to repair the item
 - iii. Age of the item
 - iv. Condition of item at time it was loaned (if possible)
 - b. Damage fees may range from minimal to full item price. Full item price will be assessed only when both of the following are true:
 - i. The item is damaged beyond future usability
 - ii. The item was damaged while checked out to the patron.
 - c. If full price is assessed and paid by patron, the item may be declared surplus, and the Library may dispose of it by allowing the patron to retain it; before items are retained by patrons they will be prepared for discard according to Library and Davis County policy and practice.
17. Patrons must sign an additional agreement to borrow items from equipment collections. Such agreements will be provided at the time of item checkout, on a form approved by the Library Director.
18. Patrons who disagree with a damage assessment may appeal to the Library Director, who will review the item in question and make a final determination of charges.
19. A \$10.00 non-refundable fee will be assessed for patron accounts referred to a collection agency.

Payments and Refunds

20. Payments of charges owed must be made in cash, personal check, debit or credit card, or by money order.
21. The Library does not accept books or other items in exchange for charges owed, including as replacement for lost items.
- a. However, under guidelines established by the Director, the library may accept an item in lieu of payment if the following conditions are met.
 - i. The item is in new condition.
 - ii. The item is identical to the lost item.
 - iii. The patron waives any right to a refund or payment from the Library in any form, even if the original item is recovered.
 - iv. The patron remains responsible for the processing fee.
 - v. This option is not available for items in kit or equipment collections.
22. Payment plans are available to patrons who can only clear charges on their account over several payments, using guidelines approved by the Library Director.
- a. Payment plans are intended to gradually restore of borrowing privileges to a patron by balancing a patron's goodwill effort with the Library's good stewardship of County property;
 - b. Generally, payment plans must be completed within six months of the signing date or the payment plan is in default the remaining balance of all charges on the account are due in full; alternate timeframes may be approved by a library administrator.

23. Refunds for the full price of the item are provided if a lost item is paid for, then later found and returned.
 - a. Refunds are not provided for processing fees or costs related to software or hardware replacement.
 - b. Exceptions are limited to rare instances when the Library Director or a designated library administrator determines that the particular circumstances warrant a full refund of both the list price and the processing fee.

Legal Remedies and Notifications

24. When Library material is mutilated, damaged, or stolen, as defined above, it is the policy of the Davis County Library to pursue available legal remedies, either civil or criminal, as the circumstances warrant.
25. The Library may utilize any remedy at law, equity or otherwise to recover amounts owing and unreturned materials including, but not limited to, use of a commercial collection agency, and civil or criminal actions as recommended by the Civil Division of the Davis County Attorney's Office.
26. The Library uses electronic options for notifying patrons as it is made available by current computer software and hardware configurations. Electronic notifications are a courtesy extended to patrons in addition to the notifications described below.
27. The Library will send written notice to a patron if charges are not cleared and will allow the patron a reasonable length of time to respond before proceeding with remedies.
 - a. Notice of a potential action will be sent to the last address that the patron has provided to the Library.
 - b. The Library may still pursue remedies when a patron does not accept delivery of any notice sent by the Library, or when a patron cannot be provided with notice due to his or her failure to notify the Library of a change of address.
28. The Library sends written notices to a patron as described below.
 - a. Notification letters are sent when all charges for unreturned materials on a patron's account are over \$100.00. After a reasonable length of time, accounts over \$100.00 are picked up by the Library's commercial collection service as described below.
 - b. Additional notification letters are sent quarterly to patrons who have returned some, but not all of the materials listed in previous letters.
 - c. No notification letters are sent if
 - i. the account is cleared in full; or
 - ii. only fees remain on the account; or
 - iii. the account has been picked up by the Library's commercial collection service.
29. Written notices are kept on file according to the Library's established GRAMA retention schedule.
 - a. Letters will be discarded if all items are returned and only fees remain.
 - b. If multiple family members are involved, the letter may be kept on file indefinitely for ease in finding all family members.

- c. Records of electronic notification are considered a courtesy, they are not retained.
30. In order to recover amounts assessed for unreturned materials and fees, the Library may refer any accounts to a commercial collection agency using the following process.
- a. Overdue notices are sent to the email address(s) provided by patrons in accordance with the Library's established electronic notice schedule.
 - b. As described above, before referring an account to collections, the Library mails one letter to the address provided by the patron. This letter
 - i. is signed by the Library Director or designated library administrator,
 - ii. specifically indicates the remedy that will be pursued if materials are not returned or the account resolved,
 - iii. will, in the case of a minor, be mailed in the name of the adult responsible for the account.
 - c. Accounts are referred to the collection agency when materials are 60 days past due and the amount owing equals or exceeds \$100.00.
 - d. As indicated above, if the account is referred to the collection agency, a \$10.00 non-refundable referral fee will be added to the account.
 - e. Once an account has been referred to the collection agency, account balances must be resolved to a zero balance before the account can be returned to regular use.

Policy #120: Approved by Davis County Library Board March 31, 1992; revised May 29, 1997; revised April 28, 1999; revised August 28, 2001; revised April 9, 2002; revised July 16, 2002; revised August 20, 2002; revised October 25, 2005; revised November 21, 2006; revised February 19, 2008; March 17, 2009; April 28, 2009; revised April 15, 2014; revised May 20, 2014; revised January 19, 2016; revised December 5, 2017; Policy #121: Revised January 11, 2002; revised July 19, 2002; revised May 6, 2003; revised July 20, 2006; revised August 16, 2011; revised December 5, 2017; Policy #120 & Policy #121 merged and revised June 18, 2019; merged with Policy #180 Theft and Mutilation of Library Materials September 14, 2023.

123 SCHEDULE OF LOAN PERIODS, RENEWAL PERIODS, AND FEES

This is a table comparing the loan periods, renewal periods, and fees assessed for materials held in library collections.

TYPE OF LOAN	LOAN PERIOD	RENEWAL PERIOD	NUMBER OF RENEWALS	MAXIMUM PROCESSING FEE WHEN SET TO "LOST"
General Circulation	21 days	21 days	3	\$4.00 per item
Circulating Kits and Sets	21 days	N/A	N/A	\$4.00 per item
Magazine Circulation	21 days	21 days	3	\$0
Equipment Circulation	7 Days	N/A	N/A	\$50.00 per item
Interlibrary Loan	Varies, based on date set by lending library	Set by lending library	Set by lending library	\$20.00 per item
Reference Books	N/A	N/A	N/A	N/A

Approved by Davis County Library Board March 31, 1992; revised April 28, 1999; revised February 22, 2000; revised December 11, 2001; revised August 28, 2001; revised April 21, 2003; revised June 20, 2006; revised November 11, 2006; revised December 5, 2017; revised August 2, 2021; revised March 10, 2022.

125 SCHEDULE OF AVERAGE REPLACEMENT COSTS

Describes the process for assessing charges on items without a known cost, includes a chart of average costs.

1. When a price has not been entered for a specific copy of a title, the computerized circulation system supplies an average replacement cost for that type of item. This will occur most commonly for older items and gifts for which prices are not known. This cost is assessed should a patron have to replace an item.
2. The Library Director may establish a reasonable average replacement price for any formats not addressed in policy. based on recent acquisitions in that this price may be used until it is formally included in this policy.
3. Following is a schedule of average replacement costs approved by the Library Board of Directors.

Adult Book	\$17.00
Adult Paperback	\$5.00
Book on Compact Disc	\$8.00 per disc
Children's Book	\$12.00
Children's Paperback	\$5.00
Compact Disc	\$10.00
Video Disc	\$15.00
Encyclopedia (per volume)	\$40.00
Interlibrary Loan Book	\$30.00
Magazine	\$2.00
Non-Circulating item	\$30.00
Other Non-print	\$10.00
Young Adult Book	\$12.00
Young Adult Paperback	\$5.00

4. Because ~~kit and items in~~ equipment collections are often more unique and contain multiple or complex pieces, they are ~~and are, therefore,~~ more difficult to assign an average replacement cost.; ~~such~~ Accordingly, items in these collections will be
 - a. assessed on a case by case basis, as necessary.
 - b. sold according to regular Davis County surplus policies and practices, rather than at library book sales.

Approved by Davis County Library Board March 31, 1992; revised July 16, 2002; revised May 21, 2013; revised 8/25/2021.

220 DONATION AND DISPOSAL OF PUBLIC PROPERTY

Outlines Davis County Library process for donation and disposal of library materials and works of art, including book sales.

1. The Davis County Library accepts donations and disposes of public property in accordance with relevant Davis County ordinances, policies and procedures.
2. Upon acceptance of any donation, it is understood that the donor relinquishes ownership and control and the donation becomes the property of the Davis County Library.
 - a. the Library has no obligation to repair, replace, or compensate the donor in any way in the event of damage or destruction of the donation.
 - b. The Board of Directors may use or dispose of the gift as it deems appropriate, subject only to such terms as are expressly agreed to in a donation agreement, created as indicated by Library and County policy and practice.
 - c. Tax receipts shall be provided to the donor upon request. However, it shall be the responsibility of the donor to keep records necessary and to pay for any additional requirements to document donation values for the Internal Revenue Service.
3. Any donation with a value of \$50.00 or more must be taken to the County Commission as per the County's donation policies and Utah State Code 67-16-5.¹
4. The Library does not sell its materials or property currently in use to individuals or organizations; payment for "lost" materials is considered payment of a library fee (see #120 Circulation).

Donations of Artwork and Materials

5. The Davis County Library does not actively solicit, or routinely accept, donations of artwork for permanent display in the Library. Such donations are accepted only when warranted by
 - a. a clear and specific need of the Library.
 - b. circumstances related to a given work which make it of particular long-term interest or value to the Library.
 - c. All donations of art work must be accepted by both the Library Board of Directors and the County Commission.
 - i. The Board of Directors reserves the right to appoint an independent advisory committee of qualified individuals to evaluate, and make recommendations regarding potential donations in terms of:
 1. the appropriateness and security of display space in the Library;
 2. the appropriateness of the work for the available space;
 3. the costs of installation; and,
 4. the artistic merit and long-term value of the work to the Library.
 - d. Donations of artwork are managed by the Library Director, who brings them to the Board's attention based on the above criteria.
 - e. Once the artwork is approved by the Library Board, the Director will work with the Davis County Civil Attorney's Office and the donor to create an appropriate agreement, then

¹ In addition to ensuring compliance with County policies, this protects library employees from acting outside the law - which specifically sets a \$50 cap on accepting gifts. The intent is to maintain ethical staff behavior, rather than being influenced by the receipt of gifts and donations. (see full chapter: UTC 67-16)

approved by the Davis County Commission, based on Library and County policies and practices.

- f. Donated artwork and other items for display are subject to the Library's Display Policy (see [#320 Bulletin Boards and Display](#))
6. The Library accepts gifts and donations of books and other types of materials which support its collections from the public.
- a. Not all donations of materials will be added to the Library's collections.
 - b. Items may be added to collections if they meet the selection standards of the Library (as established in [Policy #500 Collection Development Policy](#)).
 - c. Donations of kits or equipment will be handled on a case by case basis, in accordance with Davis County policy and practice.
 - d. The library does not generally accept public donations of craft materials, stuffed animals, toys or magazines. Exceptions may be made by the Library Director or a Deputy Director as appropriate, based on this policy.

Disposal of Public Property

- 7. The Library may dispose of art according to applicable Library and County policies, and state law, except as indicated in the donation contracts discussed in this policy.
- 8. The Library may, at the determination of the Director, dispose of discarded materials by; placing them in a Library-sponsored sale or donating them to other government agencies and non-profit organizations.
 - a. Materials are withdrawn from the Davis County Library collection based on [Policy #510 Patron Request for Reconsideration of Selection](#).
 - b. Upon withdrawal, all markings indicating ownership by the Davis County Library are defaced or removed, and items are marked to indicate they are discarded.
 - c. Due to condition, some items will be immediately discarded rather than placed in the book sale.
 - d. Withdrawal of items in equipment collections will be handled on a case by case basis, in accordance with Davis County policy and practice.
- 9. The Library may dispose of discarded issues of magazines by making them available to the public on an equitable basis and in accordance with written procedures.
 - a. When the Library exercises this option, the magazines will be made available for a specified period of time before final disposal.
 - b. The titles and dates of magazines being discarded at a branch will be posted at that branch at least two weeks before the first day of availability for the public.
 - c. Periodically, the library receives requests for donations of discarded materials from individuals and organizations. These requests may be granted under the following conditions:
 - i. Materials must be remainders from a library book sale. This will continue to allow "first opportunity" for Davis County residents to buy back discounted public property.

- ii. Materials will be available on a first-come, first-served basis with preference given to organizations and individuals requesting materials for purposes that benefit Davis County residents.
- iii. Those requesting materials must:
 - 1. Agree to take all of the book sale remainders; this creates a “least cost” situation because it alleviates the cost of Library and County staff time to dispose of book sale remainders and manage waste disposal contracts.
 - 2. Request materials ahead of time, in writing through the Library Director or a Deputy Director
 - 3. Pick materials up no later than the next business day after the library book sale, unless other arrangements are made with the Library.

Library Book Sales

- 10. Book sales are usually held on Library property, but may be held elsewhere as approved by the Library Director or a Deputy Director.
- 11. Book sales are advertised to the public in the branch libraries and on social media; larger book sales may also be advertised in local and regional newspapers.
- 12. The public is admitted book sales at a specified time, with sales on a “first come, first served” basis.
- 13. Book sales are staffed by Library employees, except as approved by the Library Director.
- 14. Materials may be priced and sold at the book sale in a variety of methods which may vary by type of material and throughout the duration of the sale. These may include:
 - a. A list of standard book sale prices, initially approved by the Board; thereafter, the Director may make adjustments to pricing/quantities as warranted.
 - b. Pricing guidelines may include:
 - i. type of item e.g., paperback, hardback, video discs, etc.
 - ii. quantity pricing will include pre-determined specifications, e.g., a bundle of a maximum of 5 “like” items, or a mid-size box, with dimensions no larger than 24” by 24”.
 - iii. item sets priced individually.
- 15. Book sale proceeds are considered “sundry revenue” and their use complies with applicable state county laws, policies and procedures.
 - a. Receipts from the book sale are deposited in the Library’s “Sundry Revenue” budget line.
 - b. Sales tax is paid on all book sale revenue in accordance with Utah State law.
- 16. Methods of disposal for unsold book sale materials will be in accordance with Davis County policies and procedures, and may include but are not limited to:
 - a. donation to outside organizations or individuals as indicated above.
 - b. donation to government or nonprofit organizations willing to remove the materials from the Library with the intent to use them as part of their services or to sell them through retail operations.
 - c. disposal by recycling and/or local landfills and waste reclamation centers.

Approved by Davis County Library Board October 17, 1991; revised September 19, 1995; revised May 29, 1997; revised January 15, 2002; revised August 20, 2002; revised September 17, 2002; revised April 16, 2013; revised August 19, 2014; revised May 16, 2017; revised August 25, 2021; June 8, 2023

330 MEETING ROOMS

Defines the nature and location of public meeting spaces in the Library and details the process and fees for reserving and using auditoriums and other meeting rooms, including compliance with local fire codes.

General

1. Davis County Library maintains the following types of rooms for public use. Seating and participant capacity varies by location.
 - a. Multi-purpose meeting rooms, sometimes referred to as auditoriums, have a seating capacity greater than 20 individuals. For the purposes of this policy, auditoriums are considered multi-purpose meeting rooms.
 - b. Conference rooms are meeting room spaces intended for groups. Seating varies, generally between 4-10 individuals. Conference rooms are considered an extension of the Library's public space.
 - c. Study rooms contain spaces intended for individual study with a capacity unique to each location. Study rooms are also considered an extension of the Library's public space, but are not considered meeting rooms.
2. The Library makes meeting rooms available for public use to advance the public benefit which occurs when information, ideas, culture, and community events are shared. Consequently,
 - a. The Library encourages the use of its meeting rooms for public meetings of an informational, educational, cultural or civic nature.
 - b. Public benefit, rather than private, is the primary value which guides the interpretation and application of this policy and regulations. Examples of inappropriate meetings are included below in the Multipurpose Meeting Rooms section of this policy.
3. In an effort to promote an environment conducive to personal study, leisure reading, and the search for information the Library has adopted the following guidelines to maintain a sense of neutrality.
 - a. Meeting rooms are available to individuals or groups on an equitable basis, regardless of their beliefs or affiliations.
 - b. Meeting rooms of the Library shall not be used for illegal activities, social or religious ceremonial functions, or purposes which interfere with the operation of the Library.
 - i. Social and religious ceremonial functions which may not be permitted include but are not limited to, reunions, services of worship or marriage ceremonies.
 - ii. Other ceremonial functions, such as graduations and installation of organizational officers, may be permitted when they are incidental to and a minor portion of a program which otherwise fully complies with the purposes and requirements of this policy.
 - iii. Individuals or groups wishing to show copyrighted audio-visual materials in the Library's meeting rooms must first secure and present to the Library written permission to do so from the holder of the copyright, or must submit evidence that public-performance rights for the material have otherwise been granted.
 1. Permission is required regardless of who owns the equipment.
 2. The Library Director or a Deputy Director may deny permission if he or she is not satisfied that appropriate authorization or evidence has been submitted.

- c. Those wishing to distribute literature, solicit signatures, or undertake similar activities are encouraged to do so in the Library's meeting rooms and conference rooms, in accordance with Library Policy regarding such activities. ([Policy #340 Solicitation, Distribution of Literature, solicitation of Signatures and other uses of Library Property](#))
 - d. No admission fees, or fees for participating in any meeting or program in the Library shall be charged. No fees or charges for services or products provided by the meeting's sponsors or any other participants in the meeting shall be charged. These rules are waived for events sponsored by the Library.
 - e. No charge shall be levied during, previous to, or after any meeting for materials integral to participation in the meeting. These rules do not apply to events sponsored by the Library.
 - i. Notwithstanding the above, state or local government agencies may seek reimbursement of costs for materials when all of the following criteria are met:
 - 1. the sponsoring agency is a unit of government;
 - 2. the meeting in all other aspects complies with the purposes and policies set forth for use of Library meeting rooms;
 - 3. the sponsoring governmental agency verifies that the reimbursements costs of the materials is set only to cover those costs that would otherwise have to be paid for from tax revenues;
 - 4. the costs for the materials are collected directly by and processed through the financial records of the sponsoring Governmental agency.
 - ii. It is recognized that allowing the reimbursement costs for materials in these limited circumstances also implies that pre-registration for participation, and accordingly limitation on the number of participants may be necessary, as determined by the sponsoring governmental entity.
 - iii. This limited exception applies only to reimbursement of materials necessary for participation in a meeting and not to any direct fees or charges for attendance.
 - f. No donations shall be solicited or contributions taken on Library premises during, previous to, or after any meeting.
 - g. The granting of permission by the Library for the use of its meeting rooms does not constitute endorsement by the Library of any points of view expressed by participants in any meeting, program, or promotional literature. Advertisement or announcement claiming or implying such endorsement is prohibited.
 - h. Neither the name nor the address of the Library may be used as the official address, mailing address, contact or headquarters of any individual or groups using meeting rooms.
4. These policies are intended to balance the need of individuals and groups to hold regularly scheduled meetings, the reasonable expectation of other individuals and groups in the community to have fair access to, and the need for safe and orderly use of Library meeting rooms.
- a. The individual who applies for the use of a meeting room will be responsible for discipline of those in attendance and care of the room, furnishings and equipment. The applicant is also responsible for ensuring the meeting room is clean and undamaged.
 - i. The applicant is financially liable for any damage to Library property which occurs during the meeting or program. In the event that damage occurs, Library staff will;

1. work with the Davis County Facilities Department and Civil Attorney's departments as appropriate to determine costs associated with the damage.
 2. contact the responsible party to discuss recovery of costs and payment.
- ii. The applicant is responsible for returning chairs and tables to an orderly arrangement, picking up and disposing of papers, and cleaning away any clutter.
 - iii. Failure to comply may result in denial of future meeting room use for both the applicant and/or group using the room for a period of one year, and in cases of property damage, may also result in legal action.
 - iv. In no instance will an individual or group be allowed use of meeting rooms if the individual or group has failed to pay for past damage to the premises, furnishings or equipment.
- b. The Library will not be responsible for
 - i. any loss or damage to property, including equipment, personal belongings, decorations, or other items, owned by individuals or groups using meeting rooms.
 - ii. care, security, or storage of any equipment provided by individuals or groups using meeting rooms.
 - c. The Library reserves the right to either substitute facilities or cancel permission to use the meeting rooms if the scheduled room is needed for Library purposes.
 - d. Rulings of the City Fire Department as to room capacity, aisle space and other matters will be observed.
 - e. Smoking in the Library is not permitted. The use of alcoholic beverages and the unlawful use of drugs is not permitted in the Library or on any Library property.

Multi-Purpose Meeting Rooms

5. All meetings and programs not related to Library business will be open to the public within the provisions established in these policies and regulations.
6. Individuals and groups shall not use Library meeting rooms to:
 - a. solicit business(es) directly or indirectly, nor to encourage attendance at future meetings where solicitation will occur;
 - b. recruit or train staff members or others for work in or on behalf of a commercial enterprise;
 - c. promote or advertise their business, services, or products in any way except as may occur incidentally, such as identifying their business or employment to establish credentials related to the topic of the meeting.
7. Meeting rooms will be reserved only upon receipt of a completed application form by the branch Library location where the meeting will occur, and the reservation will be made final only upon approval of the application.
 - a. Meeting rooms may only be reserved by:
 - i. a resident of the Library's service area, as defined in the policy on "Residency"
 - ii. a patron who has purchased a currently valid non-resident Library card.
 - iii. duly constituted local, state and federal governmental agencies, only if approved by the Library Director.

- b. Meeting rooms may be reserved up to six months in advance of the meeting date.
 - i. Groups and individuals are expected to cancel a reservation at their earliest opportunity to allow others an opportunity to use the room.
 - ii. After the second time a group fails to notify library staff of a canceled meeting prior to the event, the library may deny the group's meeting room privileges for six months.
 - c. Meetings may be scheduled beginning fifteen minutes after the Library opens and must be scheduled to close thirty minutes before the Library closes.
 - i. Groups are expected to vacate the meeting rooms promptly to allow the next group to enter the rooms, or to allow the Library staff to complete its closing procedures.
 - ii. After the second time a group fails to vacate the meeting rooms promptly at the designated closing time, the Library may deny the group's meeting room privileges for six months.
 - d. Except in limited circumstances, individuals will not be allowed to reserve a meeting room if they have unpaid fees for previous meeting room use.
 - e. Individuals and groups needing to schedule a meeting room on a regular basis may do so according to the following guidelines.
 - i. Weekly or monthly recurring meetings may be scheduled for up to 6 consecutive months.
 - ii. Meetings for an individual or group may not be scheduled more frequently than once per week.
 - 1. Up to a 3-day exception may be granted when the nature of an event requires special arrangement. For example, a workshop or conference.
 - 2. Any extension beyond the three-day limitation may only be granted by the Library Director upon submission of a written request.
 - f. Applications and other reservation requirements do not apply to Library sponsored programs.
- 8. Decorations in the meeting rooms must be approved in advance by the Branch Manager. Nothing may be fastened or affixed to the walls, ceilings, or floors, in any manner.
 - 9. The responsible individual will be given the option on the application to permit or to not permit his or her name to be released upon request to the public as a contact person for the group or organization reserving the room.

Conference Rooms

- 10. Rules for use of conference rooms are included in the agreement form and posted inside the rooms at each location. Both groups and individuals will follow established guidelines when using the spaces provided
- 11. Patrons must complete an agreement form to use a conference room.
- 12. Groups may reserve rooms ~~in person or over the phone~~ up to one week in advance of their requested time.
- 13. Occasionally, when a conference or study room is unavailable, the Library may permit a group or individual to use a meeting room provided that:

- a. it is clear that such use is consistent with conference rooms, not multipurpose rooms, based on this policy and the conference room agreement and meeting room application forms currently in use.
- b. such use does not interfere with previously scheduled use.
- c. one participant in the group signs a multipurpose meeting room form accepting responsibility for the condition of the multipurpose room given that meeting rooms cannot be monitored for security by staff members.

Equipment, Fees and Refreshments

14. Permission to use a meeting or conference room may include the use of chairs, tables, piano, and audio-visual equipment. Groups and individuals using large meeting rooms have additional opportunities and responsibilities.

15. Piano Use

- a. A \$5 fee per use will be assessed for ongoing piano maintenance and replacement.
 - i. The Library makes pianos available as a convenience for citizens wishing to use them during programs held in the Library meeting rooms.
 - ii. The Board of Directors does not consider the provision of a piano to be a standard Library service and believes that it is appropriate to place a small portion of the long-term burden of costs on each user of this service.
 - iii. Over time, the revenue from the fees collected will compensate for a substantial portion of the costs of repair or replacement, rather than using funds which should be spent on standard Library services.
- b. The fee for piano use will be collected for each block of meeting room time signed up for by an individual for up to 3 hours. Time beyond 3 hours will be considered a second "use" and will be subject to an additional fee assessment.
- c. Individuals who have signed up to use the piano as part of a meeting room reservation may schedule a 90 minute practice session without an additional use charge. This is to allow participants in the program to become familiar with the piano, how it plays and sounds.
- d. Pianos are provided to support the purpose of the meeting rooms to advance the sharing of information, ideas, culture and community events. Consequently, they are not available for private lessons or private practice except as related to an approved meeting room application in accordance with this policy.

16. Audio-Visual Equipment Use

- a. Groups wishing to use the Library's audio-visual equipment during a meeting must make arrangements to have an adult member of the group instructed in equipment use by a staff member.
- b. Groups requiring such instruction for equipment use must notify the Library a minimum of two days before the meeting to allow ample time to make arrangements.
- c. Groups may bring their own audio-visual equipment to use during meetings, if:
 - i. they make arrangements in advance to ensure compatibility with the Library's equipment, floor space and utilities, and
 - ii. the group provides a qualified operator.
- d. Library staff cannot assist in the operation of equipment not owned by the Library.

- e. Audio-visual equipment and other property owned by a group
 - i. may be brought in no earlier than one hour before the scheduled start of the meeting
 - ii. must be removed immediately after the meeting ends.
- 17. Light refreshments and beverages are allowed in Library multi-purpose rooms according to the following guidelines and fees. The Library recommends that applicants discuss questions about serving food and beverages in advance.
 - a. Light refreshments
 - i. may include simple finger foods and similar prepackaged items
 - ii. do not include sauces, frostings, luncheons, plated dinners, or any other part or practice which may damage library meeting rooms.
 - b. The following beverages are not permitted in Library meeting rooms.
 - i. alcoholic beverages;
 - ii. beverages that contain dye or food coloring, specifically: Kool Aid and other similar powdered products, fruit juice, cranberry juice, and tomato juice.
 - iii. any other drinks which pose similar risks to the carpet but which are not listed here.
 - c. A non refundable fee of \$10 shall be paid before each meeting at which any refreshments are consumed or distributed. This fee covers
 - i. use of Library supplies and equipment to clean the area after the meeting, and
 - ii. staff time to verify that the area has been appropriately cleaned.
 - d. Library sponsored events are exempt from these guidelines and fees.
 - e. Kitchen facilities are not available for public use.

Approved by Library Board August 18, 1992; Piano use effective January 1995; approved by the Library Board August 1994; revised November 25, 1997; revised March 28, 2000; revised, Piano use combined into Meeting Room policy June 25, 2002; revised March 20, 2007; revised October 20, 2009; revised June 21, 2011; revised November 20, 2012; revised November 17, 2015, January 21, 2020; revised June 5, 2021; revised January 12, 2023

420 LIBRARY TECHNOLOGY AND EQUIPMENT

Outlines the reasoning behind and requirements for use of electronic and related equipment made available through the Davis County Library.

Overview

1. Davis County Library recognizes that access to technological advancements can and do increase the public's ability to understand, participate in, and contribute to society and their community.
2. Because access to technology can be costly, equipment provided by the Library is intended to allow members of the public opportunities to create, pursue individual research and interests, and become proficient using current technology which they might otherwise be unable to access.
3. Equipment is intended to fit with the Library's mission to serve the general public, as such Library equipment is
 - a. Intended for a general audience.
 - b. Balances useful function with simplicity of interface.
 - c. Strikes a balance between durability and wise use of public funds.
 - d. Supports education and entertainment, rather than financial and/or business efforts.
4. The library may, on occasion, temporarily reserve technology equipment and suspend print queues to accommodate Library business.
5. This policy applies to all library equipment available for patron use; items available as part of circulating collections are also subject to related circulation and collection development policies (see Policy #120 Circulation and Patron Accounts).

Specific Costs & Limitations

6. The Library has established the following costs for equipment use.
 - a. \$0.05 per copy for black & white copies
 - b. \$0.10 per copy for color copies
 - c. \$0.10 per gram, rounded to the nearest gram, for 3D Prints
 - d. \$10.00 fee for circulating equipment returned using the outside book return.
7. The Library has established the following limits on ~~public use of equipment~~ ~~equipment use~~.
 - a. 3D Printer
 - i. Only designated Library staff are permitted to print projects with the 3D printer.
 - ii. Projects are added to printing and related queues in the order they are received.
 - iii. 106 hour maximum print time for 3D prints, ~~reasonable exceptions may be made by a branch manager or library administrator including but not limited to:~~
 1. ~~granting one patron additional print time as long as it does not excessively delay other patron's prints.~~
 2. ~~printing for library purposes.~~
 - iv. Limits to maximum and minimum dimensions and weight of 3D prints are dependent on current printing equipment.
 - b. One Button Studio

- i. Groups/Individuals limited to a single, 1-hour session per day to ensure equitable access.
- c. Overhead Scanner
 - i. Individuals are limited to three, 1-hour sessions per day to ensure equitable access. Sessions may be combined if equipment is available.

General Equipment Use

8. Library equipment is made available on a first come, first served basis to the public during regular business hours. Patrons may not place items in equipment collections on hold.
9. Requirements, procedures, and instructions required for using Library equipment will be provided by library staff upon request at the location that houses the equipment.
10. Equipment items may not be returned in after-hours book returns; because they are not designed for this purpose, and significant damage may result, a non-refundable fee will be charged.
11. Patrons use Library equipment at their own risk, the Library is not responsible for illegal activity or damage to personal property resulting from use or misuse of Library equipment. In addition:
 - a. Patrons are responsible for their online conduct and interactions with others while using library equipment. For additional information regarding access to electronic information on Library-owned equipment, please see [Policies #400 Access to Internet & Electronic Information](#) and [#410 Internet Safety for Minors](#).
 - b. Attempting to alter, copy, or otherwise modify equipment hardware, software, or any other piece or part of equipment without library permission may result in loss of borrowing privileges or fees.
 - c. Patrons are financially and legally responsible for their actions when using or attempting modification as described above.
12. Patrons are financially liable for any damage caused to library equipment or facilities during use of library equipment. In such cases, Library staff will
 - a. Work with relevant Davis County departments to determine costs associated with the damage.
 - b. Contact the responsible party to discuss recovery of costs and payment.
13. The Library reserves the right to limit public access to equipment. This includes, but is not limited to, the following reasons:
 - a. Limit risk of injury to staff or patrons.
 - b. Make use of equipment more efficient or fair for the public.
 - c. Reduce waste material.
14. The Library reserves the right to review, assess, and refuse or stop printing, rendering, or otherwise generating any project. Reasons may include, but are not limited to:
 - a. Submission of files in incompatible formats.
 - b. Excessive cost to complete the project or process.
 - c. Excessive space, time, or materials requirements.
 - d. Potential risk or liability to staff, patrons, or Davis County property.
15. Patrons are not permitted to use Library equipment to create objects, other material, programs, or content which:

- a. Violate or are prohibited by local, state, or federal law, including intellectual property rights such as a copyright, patent, or trademark.
 - b. Are unsafe, harmful, dangerous, or pose a threat to the well-being of others.
 - c. Violates the terms of use of the manufacturer of the equipment.
 - d. Are considered obscene, sexually explicit, or inappropriate for a public space frequented by minors.
16. Staff will notify patrons when projects produced by the Library are finished and ready for pickup, including any fees accrued.
- a. Finished projects printed for patrons by library staff must be picked up within one week from the date they are notified.
 - b. After one week, projects unclaimed by patrons become property of the Library.
 - c. Patrons are responsible for fees accrued, even if the item was not picked up.

Approved by Davis County Library Board August 25, 2021; revised September 8, 2022

500 COLLECTION DEVELOPMENT

Establishes purpose, reasoning, neutrality, audiences, guidelines and procedures for selecting and removing items from Davis County Library collections.

Purpose & Guiding Principles

1. Recognizing that the Library can purchase only a small fraction of the items produced, the Davis County Library Board of Directors has established the following policies in order to:
 - a. Contribute to fulfilling the mission and roles of the Library, as established by the Board of Directors.
 - b. Provide principles and standards for assisting the Director and staff in designing collection development plans and procedures.
 - c. Guide the Director and staff members in the selection of items for acquisition efficiently and effectively.
 - i. provide guidance within budgetary and space limitations for the evaluation, selection and purchase of collections that meet the diverse needs of the citizens of Davis County.
 - ii. serve as a guide in the selection of materials and to inform the public about the principles upon which selections are made.
 - d. Inform the public of the principles, standards, methods, and procedures that govern the selection of items and growth of the collections.
 - e. Promote, support, and respect the right of patrons to read and inquire within the informational and cultural context of current society.
 - f. Encourage patrons to take active advantage of this right by making choices among library items for themselves and their children, while respecting the rights of other patrons to exercise that same right to choose.
2. The Library strives to remain neutral in how it collects materials and equipment and does not endorse or represent any of the ideas, opinions or points of view held within library owned collections.
 - a. Collections serve the entirety of Davis County, which includes citizens of different ages, races, ethnic backgrounds, religions, physical abilities, educational backgrounds, differing political and social opinions and cultural perspectives.
 - b. All of the items in various formats and languages made available by Davis County Library are selected based on this policy by designated selectors who select items for varying levels of information, entertainment, education, reading ability, age, differing social/religious customs, and lifestyles.
 - c. The Library provides comprehensive oversight of its resources and collections.
3. Final responsibility for collection development and enforcing these policies rests with the Library Director . This includes:
 - a. Administering all material selection and collection development activities.
 - b. Enforcing all selection and collection development policies.
 - c. Optional delegation of authority for supervising and undertaking various aspects of material selection and collection development to designated staff members..
4. Responsibility for use of library resources by minors rests with the parents or guardians.

General Objectives & Selection Criteria

5. All items selected under this policy will fall, when considered as a whole, within the broadest boundaries of appropriateness for an institution promoting personal exploration, enjoyment of ideas, access to information, and free inquiry among a diverse citizenry.
6. Materials and equipment are purchased for inclusion in the Davis County Library if they:
 - a. Contribute to fulfilling the mission and roles of the Library, as established by the Board of Directors;
 - b. Comply with long-term and short-term collection development plans formulated by the Director with the assistance of the staff; and,
 - c. Meet the criteria for selection established in these policies.
7. Selection criteria, statements of the mission and roles of the Library, and collection development plans are all established with the intent of effectively and responsively meeting the needs of the community for a free and publicly available storehouse of informational, educational and recreational materials and equipment.
 - a. The concept of the “community” is an inclusive one that encompasses citizens of different ages, races and ethnic backgrounds, religions, educational backgrounds and physical abilities.
 - b. It also encompasses Davis County residents with different political and social opinions and perspectives, and varying preferences for content in print and non-print items.
8. Given its limited resources, the Library also acknowledges that while it serves the needs of the community as a whole to the best of its ability, it may not be able to fulfill the particular or specialized needs of any one segment of the community. Such needs may be more effectively met through referral to, and cooperative arrangements with other libraries, both local and national, than through on-site collection development.
9. Library collections may include, but are not limited to the following formats:
 - a. print (e.g. books, magazines, newspapers)
 - b. non-print (e.g. audio books, compact discs, video discs)
 - c. digital (e.g. databases, eBooks, eAudiobooks, eMusic, internet information including streaming, downloadable, and similar content)
 - d. equipment (e.g. laptops, cameras, digital conversion)
 - e. kits or sets (e.g. stargazing kit: book, star chart; flashlight, exploration: book, map, compass)
10. Funding and space considerations make it impossible for all works to be acquired or maintained in all the available formats. The Library recognizes that patrons with preferences for alternate versions may not be able to access a given work in their preferred format.
11. When considering items in various formats or the introduction of new formats and to insure that materials fall within the broad boundaries of appropriateness established in this policy the following are taken into consideration:
 - a. In the absence of review sources or other aids in evaluating items in particular formats, the Library relies on the judgment of qualified professional staff when selecting, with the understanding that the community has available an established process of review involving members of the Board of Directors.
 - b. When a format is too new to the Library to have established a pattern of use and patron interest the Library considers prior patron use of the item in other formats, items similar in

content or style in the community or the inclusion of the specific item or similar items on reading lists.

- c. Appropriateness based on the criteria established in this policy is also determined by the collection in which an item is cataloged, the format in which it is presented or the genre of writing to which it belongs, and as may be further defined by the selection criteria for that collection.

Selection Process

12. Selection of collection items is made on the basis of interest, popularity, informational content, appropriateness and relevance for the citizens of Davis County of all ages; adult, young adults ages 13 - 17 and children from infancy through age 12.

The general criteria considered in selecting material may include:

- a. Budget
 - b. Popularity and anticipated patron demand
 - c. Significance and value to the collection
 - d. Reviews in library-specific sources as well as award winners, items receiving critical recognition, items reviewed in the general media and highly rated equipment
 - e. Currency or timeliness of material or equipment
 - f. Local interest
 - g. Qualifications of author, composer, publisher or producer
 - h. Suitability of subject and style for intended audience
 - i. Suitability, durability and quality of format
 - j. Availability of items in other libraries or through interlibrary loan
 - k. Collection size and building space
 - l. Potential longevity
13. In selection, consideration is given to the work as a whole. Items purchased and included in library collections are judged in their entirety, not on isolated passages or sections.
 14. Items do not need to meet all of the above criteria and are not to be excluded solely on any one of the following:
 - a. Race, religion, nationality, sex, sexual preference or political views of the author
 - b. Frankness or coarseness of language
 - c. Controversial nature of an item including cover art
 - d. Endorsement or disapproval of an item by an individual or organization
 - e. The possibility that materials may inadvertently come into the possession of children

Scope of Collections

15. Library collections are intended to offer patrons a wide variety of formats, viewpoints and subjects. It is the role of the library, to provide varying points of view within the library collection as far as funds and materials that are available.
16. Library collections are divided into subsets, each with its own specific set of requirements and considerations. The Library endeavors to represent a range of perspectives and opinions in accordance within the general selection criteria and allocated budget.

Adult Collections

17. Adult Fiction

- a. The fiction collection - includes classics, current general fiction, best sellers, popular works in major genres such as mysteries, science fiction, and westerns.
- b. The library also has a strong interest in locally written fiction and fiction with local appeal as well as works by major world writers.
- c. When making selections, the Library strives to find a balance between collection development plans and patron interest with the highest priority given to those materials with on-going patron demand over works acquired simply to represent an author, school of writing or for historical purposes only.

18. Adult Nonfiction

- a. The nonfiction collection includes a wide range of subjects and utilizes the Dewey Decimal Classification System.
- b. The Library recognizes its obligation to make available to the community a range of opinions on newsworthy or controversial issues of the day and to make reasonable efforts to provide fair representation of the range of perspectives and opinions that are available. The Library is not obligated to represent every perspective and opinion on a given issue, or represent them with writings by any particular advocate.
- c. The nonfiction collection also includes non-circulating reference materials that are more specialized or are published in multiple volumes that can be consulted and are available during library hours.

Children's Collections

19. The primary purpose of children's collections are to serve the needs and interests of children from infancy through elementary school ages. The library also selects materials that meet the varying developmental stages of children and are of general or specific interest to children.

20. When selecting materials for children the Library follows the general selection criteria as well as choosing items that are written at levels appropriate to young readers in terms of content, language, and format.

- a. Books in which the illustrations are the primary feature are not duplicated generally in the paperback collection
- b. In some cases, paperback copies are purchased and rebound for inclusion in the main collection.

21. The children's collections include all divisions listed below in various formats.

a. Board Books

- i. The purpose of board books is to introduce infants, toddlers and preschoolers to words and images and the relationship between the two in book format.
- ii. Board books have sturdy cardboard pages which resist damage from small hands.
- iii. When selecting board books the Library looks for items that are pictorially and thematically suitable for infants and toddlers and recognizes the demand for picture book titles in the board book format as well.

b. Picture Books

- i. The Library selects titles where the quality of the illustrations are at least satisfactory.
 - ii. Vocabulary is generally at a level understandable to a child in the target age range, if not when the child is reading independently, at least when the book is read aloud with an older child or adult.
- c. Easy Readers
 - i. The Library selects titles with controlled vocabulary they are intended to serve as a stepping stone toward independent reading of more complex chapter books.
 - ii. While illustrations are an important element in this genre the controlled vocabulary is more central to the collection's purpose.
- d. Children's Fiction
 - i. Selections are made on the quality of the writing.
 - ii. Consideration is given to the type of book or the genre which it represents being at least satisfactory.
 - iii. Vocabulary is generally at a level understandable to a child in the targeted age range of early elementary through late elementary, when reading independently.
- e. Children's Nonfiction
 - i. The Library selects materials that are suitable in terms of language and treatment of the subject for children preschool through early junior high school.
 - ii. Consideration is also given to the type of book, the intended reader and that the subject is treated at least satisfactorily and is appropriate for the targeted age group.
 - iii. The Library chooses subjects with known interests of children or recurring demand from children or adults for information.
- 22. Some works traditionally considered classics of children's literature may not meet the requirements of these policies, due to the use of vocabulary more sophisticated than is now considered understandable by children. However, in such cases the Library may make an exception in order to retain the work in the children's collection.
- 23. The Library may also acquire high-quality abridgements or retellings of such classics to complement the original if it is retained in the children's collection, or to replace it should the Library choose to have the original included in the young adult or adult collection.

Young Adult Collections

- 24. The young adult collections include both fiction and nonfiction in a variety of formats. Young adult titles are acquired on a highly selective basis, bringing together books written especially for and based on the particular content interests of and readability for adolescent readers.
- 25. The young adult collections address the needs of readers in the 13 through 17 age range. In defining this age range the Library recognizes that many readers will increasingly draw on items in the adult collection both for informational and recreational reading.
- 26. Young Adult Fiction
 - a. Books in this collection will generally involve plots, characters and themes that are of specific and immediate relevance to adolescents.
 - b. Reading and interest level as well as language will generally be more sophisticated than titles in the children's collection.

27. Young Adult Nonfiction

- a. Selected titles will cover subjects and issues of clear interest to adolescents.
- b. While the collection may assist young adults in their school work, its primary function is to address their needs as independent readers rather than serve as a substitute for a school library.

Audio/Visual Collections

28. The Library collects audio/visual materials of interest to adults, young adults and children according to the scope of each collection as described in this policy.

29. Selection of audio/visual materials for library collections follows the general selection process outlined in this policy.

- a. When selecting audio/visual materials for inclusion in the collection, staff will rely on available critical reviews. Since reviews of audio/visual materials are often unavailable, staff will make selections based on the following additional criteria:
 - i. The subject appeals to a significant portion of the community and fits within the mission and role of the Library.
 - ii. The subject or title represents long-term public interest due to its contribution to society or frequent requests from patrons.
 - iii. The quality and authoritativeness is at least satisfactory, based upon critical reviews, awards, critical standards, the reputation of the publisher, and/or availability for a given subject or genre.
 - iv. The work is an informationally or culturally important example of genre, era, style of film, television, music or represents popular culture.
 - v. The title is recognized as a classic or standard for the age group served by the specific collection.

30. The Library also favors audio/visual materials that include closed-captioning for the hearing impaired, provides supplementary material that enriches and educates, and provides captioning or audio-tracks in different languages.

31. To maintain the community neutrality mentioned earlier in this policy, the Library does not rate or label any audio visual material based on content.

- a. However, the Library views ratings assigned by the Motion Picture Association of America (MPAA) and related parental guidance developed by television stations and other reputable organizations as valuable information intended to assist viewers in making selections for themselves and their children.
- b. The Library recognizes that these rating systems change over time, and many titles are unrated.

Self-Published Materials

32. Requests from patrons for the library to purchase self-published items continues to expand. Since self-published titles often have not undergone an editorial review process and are usually not reviewed in national publications, it can be challenging for library staff to assess individual titles for addition to the library collection.

- a. Purchases of self-published titles will be based on both the general selection criteria as well as the following:
- b. The title is available in a local retail outlet.

- c. The author has an established reputation through previous works owned by the library that have demonstrated patron interest.
 - d. There is a review by a local source or in the regularly used review sources.
 - e. The title can be located in OCLC's worldcat.org.
 - f. The title contains local history or has local interest.
33. As individual titles are reviewed for possible inclusion in the collection, the staff will consider all of the above factors, understanding that titles meeting multiple criteria will be given higher consideration.
34. Given the limited resources of the Library, patrons requesting self-published materials may be referred to the inter-library loan option or to other libraries to meet their specialized or highly focused informational needs.
35. Resources are more likely to be included if they are judged to meet all of the above criteria; the Library will make resources available as space and other limitations permit.
36. Authors should understand that copies of works given to the library are considered donations and are governed by Davis County and Library policy.

Equipment Collections

37. Items in equipment collections are intended to facilitate open inquiry and enrich the lives of patrons with technology they might not be able to afford on their own.
- a. As technology progresses, the cost of some computer software, hardware and other equipment related to free inquiry, entertainment, and creation or discovery of information can be cost prohibitive to the general public.
 - b. Allowing equipment checkout enhances a patron's ability to create, pursue individual research and interests, and become proficient with current technology.
38. Items selected for this collection should strike a balance between quality and durability, and are selected with an interest in avoiding undue financial burden when patrons pay for lost or damaged items. The better a particular software, hardware, or piece of equipment matches the following criteria, the more likely it will be selected for inclusion:
- a. It is intended for use by the general public.
 - b. It is reasonably safe for use in a residential setting with young children.
 - c. It is significantly or frequently used as part of study, work, or entertainment.
 - d. Its user interface is direct and simple to use.
 - e. It has become an accepted standard, recognized by a significant field of work or study.
 - f. It adds value to staff effort (e.g. staff training, library programming).

Circulating Kits and Sets

39. Curated kits are sets of multiple items that circulate as a single unit, and are intended to provide patrons with a resource to explore various topics of interest in the community. Providing curated kits allows patrons to efficiently access information and resources pertaining to popular topics that can enrich their lives.
- a. Each kit will focus on a theme and contain a variety of materials, such as books, media, educational toys and games, or other interactive items. Themes may include both entertainment and educational interests for a range of ages.

- b. Kits are intended to complement other parts of the collection and programming offered by the library.
- 40. Items selected for this collection should strike a balance between quality and durability, and are selected with an interest in avoiding undue financial burden when patrons pay for lost or damaged items. The better a particular set of items or formats match the following criteria, the more likely it will be selected for inclusion:
 - a. It is intended for use by the general public.
 - b. It is reasonably safe for use in a residential setting with young children.
 - c. It is significantly or frequently used as part of education or entertainment.
 - d. It enhances patron experience when combined with other materials owned by the library.

Digital Collections and Library Website

- 41. The Library strives to provide patrons with timely and informative electronic collections covering a wide range of topics, balancing public interest, the availability of resources, and the sometimes costly nature of such resources.
 - a. The Library recognizes the public interest in information and entertainment available online and in electronic formats.
 - b. Some types of information available only online, and in online formats, increasingly augment or replace more traditional resources in library collections.
- 42. The methods, pricing models, and access options available for providing public access to online collections vary widely. When content available in an online collection is selected by Library staff members this content will conform to the general objectives and selection criteria of this policy.
- 43. Criteria for online and electronic collections in addition to the general criteria include:
 - a. Information provided is credible and relies upon cited, verifiable information.
 - b. Information provided is of general, public interest.
 - c. Resource is accepted in an industry or field as a standard resource.
 - d. Resource is cost-effective.
 - e. Resource is well-used by Library patrons.
- 44. Collections or materials that are not selected or maintained by Davis County Library staff are not subject, on a title-by-title basis, to general selection policies. Examples include, but are not limited to
 - a. online collections provided by the Utah State Library
 - b. collections of materials provided as a database by a vendor.
- 45. The Library regularly reviews collections acquired through contracts with outside vendors and other agreements to ensure that, when taken as a whole, such collections conform to the general objectives and selection criteria of this policy.
- 46. Downloadable Collections
 - a. The Library collects downloadable items, including but not limited to, books, magazines, audiobooks, and videos. Downloadable collections are selected according to the general selection criteria and other criteria established in this policy for audience, genre, and online collections.
 - b. The following additional criteria also apply to these collections.
 - i. The format and/or filetype of the item is readily accessible to the public.

- ii. The format and/or filetype of the item provides high-quality and/or long-term public access.

47. Library Website

- a. The Library recognizes that there are practical limitations to the amount of information it can effectively incorporate into its website and other online communication tools. Such resources conform to this policy as well as the following criteria:
- b. Resources may also be incorporated into the library's web presence if they are:
 - i. Purchased or otherwise made available using public funds.
 - ii. Made available as a public service without for-profit content.
 - iii. Accepted in an industry or field as a standard resource.
 - iv. An exclusive, accurate, and authoritative content source that is available in no other way.
- c. Priority will be given to resources purchased with funds collected from Davis County residents. Resources are more likely to be included if they are judged to meet all of the above criteria. Resources that meet fewer of the above criteria are less likely to be made available via the library's web presence. The library will make resources available as space and other limitations permit.

Special Considerations When Selecting Items for the Library Collections

- 48. Format and physical characteristics of items that can be efficiently processed for long-term use, shelving, and check out, are most amenable to purchase. Materials that otherwise meet selection criteria may not be purchased due to the format in which they are made available. These include, but are not limited to:
 - a. "pop-up" features
 - b. perforated pages
 - c. plastic parts
 - d. spiral and other unusual bindings
- 49. Textbooks are only selected for purchase when they are the best available source for information on a particular subject. Purchases are not made as an alternative to schools or other academic institutions providing textbooks to students.
- 50. Periodical subscriptions serve general reading interests and serve primarily as a "browsing" collection in both print and online formats.
 - a. Local newspapers are given high priority; major national newspapers are subscribed to on a highly selective and limited basis.
 - b. Print copies are retained for a period of two years unless a longer or shorter time period is warranted as determined by the Director.
 - c. Current issues do not circulate to ensure equity of access to current information.
 - d. Back issues of magazines are circulated except those designated as non-circulating due to specialized need or demand.
- 51. Locked Case materials do not circulate and are intended to preserve items that may otherwise be unavailable to the public. Criteria for this collection may include, but are not limited to, items that:
 - a. Are of especially high local interest.

- b. Capture unusual or notable aspects of local or state history.
 - c. Are likely to be difficult to duplicate or replace.
 - d. Are likely to be stolen or intentionally damaged.
 - e. Are culturally significant - for example, a set of all Caldecott Award winning titles or a limited number of unusual examples of bookmaking.
52. Donated items become the property of the Library and cannot be returned to the donor. Donated items become public property and are disposed of according to Library and Davis County policies (see [Policy #220 Donation and Disposal of Public Property](#)).
- a. Except when donated anonymously, the staff will advise those interested in contributing that the Library may choose to add the items where they are most needed in the system, place them in library book sales, recycle them or discard them.
 - b. The Library is not obligated to add any donated items to the collection. The acceptance of donations is subject to all Library selection policies and will be evaluated accordingly before being added.
 - c. For tax purposes, the Library will, upon request, provide donors with verification of their gifts; however, the Library will not assign a value to the donation.
 - d. Donations of equipment will be considered based on current Davis County policy and practice.
 - e. Donations of titles in electronic formats will be evaluated in terms of compatibility with Library and County software, as well as any limitations imposed by copyright and licensing requirements.
 - f. The Library does not accept donations of periodical subscriptions from organizations, publishers or individuals.

General Maintenance Criteria

53. To maintain the quality and relevancy of the collection, the Library maintains an on-going schedule of withdrawing or replacing worn, outdated materials which are no longer useful to the collection. General criteria used are as follows:
- a. Item is no longer relevant.
 - b. Information is obsolete or has been superseded by updated materials.
 - c. Item is rarely used and with little or no permanent value.
 - d. Item is worn or damaged beyond reasonable repair.
 - e. Multiple copies or units are no longer needed to meet current demand.
 - f. Item is deemed too costly to provide a reasonable return on investment.
54. Withdrawn materials are not automatically replaced. Replacement is considered in relation to adequate coverage in a specific subject area, availability of more current or better titles, suitability according to this selection policy and demand for the title.

Materials/Book Selection Policy June 6, 1955; revised August 31, 1971; revised November 17, 1973; revised April 17, 1979; revised April 28, 1980; revised March 31, 1981; revised May 29, 1984; revised August 26, 1985; revised September 30, 1985; revised May 4, 1987; revised December 5, 1989; revised August 19, 1991; revised May 25, 1993; revised July 20, 1993; revised August 24, 1993; revised November 16, 1993; revised August 25, 1998; revised September 22, 1998; revised January 25, 2000; revised December 11, 2001; revised March 7, 2002; revised May 6, 2003; revised August 26, 2003; revised October 21, 2003; revised April 18, 2006; revised April 28, 2009; revised January 18, 2011; revised January 24, 2012; revised October 3, 2012; revised November 19, 2013; revised March 18, 2014; revised October 21, 2014; revised March 15, 2016; revised September 19, 2017; revised January 21, 2020; Renamed Collection Development Policy August 25, 2021; revised February 2, 2022; revised March 9, 2023.