



## NOTICE OF REGULAR MEETING OF THE LIBRARY BOARD

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PUBLIC NOTICE is hereby given that the Davis County Library Board, will hold a Board Meeting at the Library Headquarters Staff Conference Room, commencing at 1:00 PM on June 12, 2025.

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the 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.

### WELCOME

### PUBLIC COMMENTS

3 minute maximum

### ACTION ITEMS

1. **#2025-587. Approval of Minutes from May 8th, 2025** - *presented by Josh Johnson, Director, Library*
2. **#2025-605. Ratification of Expenditures - April 2025** - *presented by Josh Johnson, Director, Library*
3. **#2025-548. Approval of Renewal Agreement with Creative Empire, LLC for Mango Languages database** - *presented by Ellen Peterson, Deputy Director, Library*

#### Financial Information:

- Type: Payable
- Amount: \$45,024.60

#### Terms:

- Beginning Date: 5/27/2025
- Ending Date: 3/31/2028

4. **#2025-563. Renewal of Memo of Understanding with UETN (UEN) for discounted internet service provider contracts** - *presented by Josh Johnson, Director, Library*

#### Terms:

- Beginning Date: 7/1/2025
- Ending Date: 6/30/2030

5. **#2025-609. Approval of Proposed Changes to Library Internet Policies 400 & 410** - *presented by Josh Johnson, Director, Library*
6. **#2025-574. Approval of Interlocal Cooperation Agreement for Cooperative Borrowing with Weber County** - *presented by Josh Johnson, Director, Library*

7. **#2025-604. Approval of proposed Library closure on Friday, August 1st until 2:00 pm - presented by**  
*Josh Johnson, Director, Library*

## **ADJOURNMENT**



# LIBRARY BOARD MINUTES

## Library Board Meeting Minutes Thursday, June 12, 2025

The Davis County Library Board met for their regularly scheduled meeting at 1:00 PM on June 12, 2025, at the Library Headquarters Staff Conference Room.

### PRESENT

Ryan Nilsen, Vice Chair  
Commissioner Kamalu, joined electronically and in person  
Jessica Groves, joined electronically  
Justin Wright  
Rosalie Taylor  
Josh Johnson, Library Director  
Sam Macias, Chair, excused  
Sara Reed, excused

### GUESTS

Lynnette Mills, Deputy Director  
Matt Goff, Deputy Director  
Ellen Peterson, Deputy Director  
Jenny Tankersley, Library

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### WELCOME

Ryan Nilsen welcomed the Board and called the meeting to order at 1:06 pm.

### PUBLIC COMMENTS

There were no public comments.

### ACTION ITEMS

1. **#2025-587. Approval of Minutes from May 8th, 2025** - presented by Joshua Johnson, Director, Library

There were no questions about the minutes.

*Justin Wright moved to approve the minutes from May 8th, 2025. Rosalie Taylor seconded the motion. The motion was unanimously carried.*

2. **#2025-605. Ratification of Expenditures - April 2025** - presented by Joshua Johnson, Director, Library

Josh presented the April 2025 expenditures to the Board. Jessica Groves asked about how taxes are received. She mentioned that the revenue looks low four months into the year. Josh explained that the county operates on debt, and balances out as taxes come due at the end of the year.

*Rosalie Taylor moved to ratify the April 2025 expenditures. Justin Wright seconded the motion. The motion was unanimously carried.*

3. **#2025-548. Approval of Renewal Agreement with Creative Empire, LLC for Mango Languages database** - presented by Ellen Peterson, Deputy Director, Library

#### Financial Information:

- Type: Payable
- Amount: \$45,024.60

#### Terms:

- Beginning Date: 5/27/2025
- Ending Date: 3/31/2028

Ellen Peterson explained to the Board that Mango is the library's language database. This contract is a three-year renewal for the database. Ellen told the Board that Mango is one of the highest-used databases the library offers.

*Justin Wright moved to ratify the Renewal Agreement with Creative Empire, LLC. Rosalie Taylor seconded the motion. The motion was unanimously carried.*

**4. #2025-563. Renewal of Memo of Understanding with UETN (UEN) for discounted internet service provider contracts - presented by Joshua Johnson, Director, Library**

**Terms:**

- Beginning Date: 7/1/2025
- Ending Date: 6/30/2030

Josh explained that the UEN/UETN contract gives the Library discounted internet access. UETN takes bids and goes through an RFP process to get significantly discounted internet rates. What would normally be ours to pay has been covered by funding from the state for a few years, also through UETN. Justin Wright mentioned that an E-rate funding decision is expected from the Supreme Court in late June or early July; however, it seems unlikely that they will overturn it.

*Rosalie Taylor moved to ratify the Memo of Understanding with UETN/UEN. Justin Wright seconded the motion. The motion was unanimously carried.*

**5. #2025-609. Approval of Proposed Changes to Library Internet Policies 400 & 410 - presented by Joshua Johnson, Director, Library**

Josh presented the proposed policy changes to the Board. The Board discussed the changes and suggested a few wording and grammar changes. Rosalie Taylor mentioned that a lot of work had been done on the policy. Josh told the Board that the entire Administration team worked on the updates. Commissioner Kamalu arrived in person to the meeting.

*Commissioner Kamalu moved to approve the proposed policy changes to include those suggested by the Board. Justin Wright seconded the motion. The motion was unanimously carried.*

**6. #2025-574. Approval of Interlocal Cooperation Agreement for Cooperative Borrowing with Weber County - presented by Joshua Johnson, Director, Library**

Josh explained the interlocal cooperation agreement for reciprocal borrowing with Weber County to the Board. The current agreement expires in June 2025. The new agreement is for ten years and will renew perpetually unless one of the parties decides they want it to end. The agreement covers materials only, not meeting rooms.

*Rosalie Taylor moved to approve the Interlocal Cooperation Agreement for Cooperative Borrowing with Weber County. Commissioner Kamalu seconded the motion. The motion was unanimously carried.*

**7. #2025-604. Approval of proposed Library closure on Friday, August 1st until 2:00 pm - presented by Joshua Johnson, Director, Library**

Josh explained that the proposed closure is for Staff Training Day. This training day will include staff from all seven library locations. It will be held conference-style, beginning at 9:00 am and ending at 12:30 pm. This will give staff enough time to return to the branches and open by 2:00 pm. Josh invited those interested Board members to attend the training.

*Commissioner Kamalu moved to approve the proposed closure on August 1st, 2025 until 2:00 pm. Rosalie Taylor seconded the motion. The motion was unanimously carried.*

**ADJOURNMENT**

The Board adjourned at 1:53 pm.





## Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 04

ACCOUNTS FOR: 23	LIBRARY SERVICES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
<b>2310580 LIBRARY</b>								
2310580 410000	CURRENT PROPERTY TA	-9,135,541	-9,135,541	-162,912.88	-20,051.12	.00	-8,972,628.12	1.8%
2310580 411000	REGISTERED PERSONAL	-681,540	-681,540	-180,425.75	-49,294.37	.00	-501,114.28	26.5%
2310580 420000	PRIOR YEARS TAXES	-100,259	-100,259	-76,241.82	-15,927.20	.00	-24,017.18	76.0%
2310580 420001	PENALTY/INTEREST	0	0	-18,802.78	-4,142.68	.00	18,802.78	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	-926.29	-289.34	.00	926.29	100.0%
2310580 460000	FINES & FORFEITURES	-50,000	-50,000	-30,258.98	-7,109.62	.00	-19,741.02	60.5%
2310580 472300	STATE REIMBURSEMENT	-45,000	-45,000	-28,368.00	.00	.00	-16,632.00	63.0%
2310580 472600	FEDERAL GRANTS	-3,000	-3,000	.00	.00	.00	-3,000.00	.0%
2310580 480000	INTEREST EARNINGS	-114,000	-114,000	-86,615.71	-21,248.10	.00	-27,384.29	76.0%
2310580 493000	CONTRIBUTION-PRIVAT	0	0	-23.95	-10.00	.00	23.95	100.0%
2310580 495100	SUNDRY REVENUE	-5,000	-5,000	-5,033.51	-631.66	.00	33.51	100.7%
TOTAL UNDEFINED ROLLUP CODE		-10,190,296	-10,190,296	-589,609.67	-118,704.09	.00	-9,600,686.36	5.8%
<b>1P580 LIBRARY PAYROLL</b>								
2310580 510110	PAYROLL	5,018,909	5,018,909	1,332,556.69	343,909.43	.00	3,686,352.38	26.6%
2310580 510111	TRAVEL PAY	16,030	16,030	5,548.86	1,233.08	.00	10,481.18	34.6%
2310580 510115	TAXABLE INCENTIVES	0	0	197.40	24.85	.00	-197.40	100.0%
2310580 510117	OVERTIME	0	0	59.33	27.31	.00	-59.33	100.0%
2310580 520130	BENEFITS	0	0	350.63	.00	.00	-350.63	100.0%
2310580 520131	PAYROLL TAXES	385,468	385,468	113,445.76	25,595.04	.00	272,022.10	29.4%
2310580 520132	WORKERS COMP	9,424	9,424	3,647.82	821.35	.00	5,776.41	38.7%
2310580 520133	INSURANCE	576,658	576,658	201,938.77	41,487.36	.00	374,719.04	35.0%
2310580 520134	RETIREMENT	544,595	544,595	198,989.13	44,917.55	.00	345,606.11	36.5%
2310580 520135	COMMUNICATIONS ALLO	3,420	3,420	1,183.95	263.10	.00	2,236.35	34.6%
TOTAL LIBRARY PAYROLL		6,554,505	6,554,505	1,857,918.34	458,279.07	.00	4,696,586.21	28.3%
<b>20580 LIBRARY OPERATING</b>								
2310580 530225	PROMOTIONAL MATERIA	50,000	50,000	51.42	.00	.00	49,948.58	.1%
2310580 530623	CITIZEN PROGRAMS	53,000	53,000	13,894.07	10,490.62	7,500.00	31,605.93	40.4%
2310580 540210	SUBS & MEMBERSHIPS	4,000	4,000	1,531.00	.00	.00	2,469.00	38.3%
2310580 540220	PUBLIC NOTICES	1,000	1,000	.00	.00	.00	1,000.00	.0%



## Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 04

ACCOUNTS FOR: 23	LIBRARY SERVICES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL	
2310580	540250	OPERATING SUPPLIES	45,000	45,000	1,753.44	304.44	.00	43,246.56	3.9%
2310580	540271	FOOD BUSINESS	2,500	2,500	.00	.00	.00	2,500.00	.0%
2310580	540272	EMPLOYEE AWARDS	6,000	6,000	193.62	51.04	.00	5,806.38	3.2%
2310580	540450	UNIFORMS/LINENS	3,500	3,500	.00	.00	.00	3,500.00	.0%
2310580	540610	MISC SUPPLIES	18,000	18,000	3,638.74	197.00	.00	14,361.26	20.2%
2310580	540612	BOOKS AND MATERIALS	1,000,000	1,000,000	364,690.40	95,234.79	3,607.08	631,702.52	36.8%
2310580	540643	COMPUTER EQUIP	76,900	86,900	63,694.83	482.00	6,234.52	16,970.65	80.5%
2310580	540666	CONTINGENCY	7,500	7,500	.00	.00	.00	7,500.00	.0%
2310580	540690	EQUIPMENT	25,000	25,000	1,773.40	1,502.25	.00	23,226.60	7.1%
2310580	540691	SOFTWARE	11,050	11,050	7,860.00	.00	.00	3,190.00	71.1%
2310580	542240	OFFICE SUPPLIES	40,000	40,000	10,126.53	1,791.92	.00	29,873.47	25.3%
2310580	542243	POSTAGE	20,000	20,000	16,408.04	4,776.00	.00	3,591.96	82.0%
2310580	545536	BANK CHARGES	0	0	382.43	55.52	.00	-382.43	100.0%
2310580	548230	TRAVEL/EDUC& TRNG	18,000	18,000	6,385.76	2,824.91	.00	11,614.24	35.5%
2310580	548231	MILEAGE/LOCAL TRAVE	4,500	4,500	524.44	491.68	.00	3,975.56	11.7%
2310580	548330	EDUCATION & TRAININ	3,000	3,000	214.08	.00	.00	2,785.92	7.1%
2310580	550620	MISC SERVICES	25,000	25,000	.00	.00	.00	25,000.00	.0%
2310580	555265	SOFTWARE MAINTENANC	128,183	128,183	115,148.50	17,854.00	5,975.87	7,058.63	94.5%
2310580	555266	SOFTWARE SUBSCRIPTI	19,880	19,880	9,235.00	.00	.00	10,645.00	46.5%
2310580	555310	PROF & TECH	37,300	37,300	438.71	212.81	.00	36,861.29	1.2%
2310580	560252	EQUIP REP/CONTRACTS	500	500	.00	.00	.00	500.00	.0%
2310580	560260	BLDG & GRND MAINT	28,000	28,000	.00	.00	.00	28,000.00	.0%
2310580	562280	TELEPHONE	4,000	4,000	419.36	202.41	.00	3,580.64	10.5%
2310580	564253	VEHICLE SERVICE	3,500	3,500	943.81	943.81	.00	2,556.19	27.0%
2310580	564258	GASOLINE	0	0	647.04	175.19	.00	-647.04	100.0%
TOTAL LIBRARY OPERATING		1,635,313	1,645,313	619,954.62	137,590.39	23,317.47	1,002,040.91	39.1%	
3C580 LIBRARY CAPITAL									
2310580	640740	EQUIPMENT	0	-10,000	.00	.00	.00	-10,000.00	.0%
2310580	640743	COMPUTER EQUIPMENT	44,000	44,000	.00	.00	.00	44,000.00	.0%
TOTAL LIBRARY CAPITAL		44,000	34,000	.00	.00	.00	34,000.00	.0%	
4A580 LIBRARY ALLOCATIONS									
2310580	590910	TRANSFER OUT	4,591,600	4,591,600	315,800.00	.00	.00	4,275,800.00	6.9%
2310580	590920	TELEPHONE ALLOCATIO	29,898	29,898	9,966.08	2,491.52	.00	19,932.18	33.3%
2310580	590922	EMAIL ALLOCATION	19,980	19,980	6,660.00	1,665.00	.00	13,320.00	33.3%



## Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 04

ACCOUNTS FOR: 23	LIBRARY SERVICES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL	
2310580	590925	SECURITY CAMERA ALL	9,534	9,534	3,177.96	794.49	.00	6,356.04	33.3%
2310580	590930	INSURANCE ALLOCATIO	112,753	112,753	37,584.48	9,396.12	.00	75,168.52	33.3%
2310580	590936	WATER ALLOCATION	26,900	26,900	7,557.86	2,931.71	.00	19,342.14	28.1%
2310580	590937	GAS ALLOCATION	31,000	31,000	16,542.44	3,052.82	.00	14,457.56	53.4%
2310580	590938	ELECTRICITY ALLOCAT	130,000	130,000	34,826.12	11,160.19	.00	95,173.88	26.8%
2310580	590939	CONTRACT ALLOCATION	240,050	240,050	74,546.18	21,927.06	118,049.22	47,454.68	80.2%
2310580	590940	MAINTENANCE ALLOCAT	478,180	478,180	159,393.40	39,848.35	.00	318,786.84	33.3%
2310580	590942	HR ADMIN ALLOCATION	225,920	225,920	225,919.62	.00	.00	.00	100.0%
TOTAL LIBRARY ALLOCATIONS		5,895,815	5,895,815	891,974.14	93,267.26	118,049.22	4,885,791.84	17.1%	
TOTAL LIBRARY		3,939,337	3,939,337	2,780,237.43	570,432.63	141,366.69	1,017,732.60	74.2%	
TOTAL LIBRARY SERVICES		3,939,337	3,939,337	2,780,237.43	570,432.63	141,366.69	1,017,732.60	74.2%	
TOTAL REVENUES		-10,190,296	-10,190,296	-589,609.67	-118,704.09	.00	-9,600,686.36		
TOTAL EXPENSES		14,129,633	14,129,633	3,369,847.10	689,136.72	141,366.69	10,618,418.96		



## Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	3,939,337	3,939,337	2,780,237.43	570,432.63	141,366.69	1,017,732.60	74.2%

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

## Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 04

ACCOUNTS FOR: 48	LIBRARY CAPITAL PROJECTS	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
<b>4810950 CAP - LIBRARY</b>								
4810950 480000	INTEREST EARNINGS	-141,000	-141,000	-53,711.87	-13,382.26	.00	-87,288.13	38.1%
4810950 492100	TRANSFER IN	-3,500,000	-3,500,000	.00	.00	.00	-3,500,000.00	.0%
	TOTAL UNDEFINED ROLLUP CODE	-3,641,000	-3,641,000	-53,711.87	-13,382.26	.00	-3,587,288.13	1.5%
<b>20950 CAP - LIBRARY OPERATING</b>								
4810950 560260	BLDG & GRND MAINT	67,000	67,000	1,168.05	1,168.05	22,599.35	43,232.60	35.5%
	TOTAL CAP - LIBRARY OPERATING	67,000	67,000	1,168.05	1,168.05	22,599.35	43,232.60	35.5%
<b>3C950 CAP - LIBRARY CAPITAL</b>								
4810950 620720	BLDG IMPROVEMENTS	90,000	292,812	1,937.31	416.68	120,468.31	170,406.38	41.8%
	TOTAL CAP - LIBRARY CAPITAL	90,000	292,812	1,937.31	416.68	120,468.31	170,406.38	41.8%
	TOTAL CAP - LIBRARY	-3,484,000	-3,281,188	-50,606.51	-11,797.53	143,067.66	-3,373,649.15	-2.8%
	TOTAL LIBRARY CAPITAL PROJECTS	-3,484,000	-3,281,188	-50,606.51	-11,797.53	143,067.66	-3,373,649.15	-2.8%
	TOTAL REVENUES	-3,641,000	-3,641,000	-53,711.87	-13,382.26	.00	-3,587,288.13	
	TOTAL EXPENSES	157,000	359,812	3,105.36	1,584.73	143,067.66	213,638.98	



## Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	-3,484,000	-3,281,188	-50,606.51	-11,797.53	143,067.66	-3,373,649.15	-2.8%

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

## Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 04

ACCOUNTS FOR: 48	LIBRARY CAPITAL PROJECTS	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
<b>4810952 SOUTH BRANCH PROJECT</b>								
4810952 492000	BONDS PROCEEDS	-6,000,000	-6,000,000	.00	.00	.00	-6,000,000.00	.0%
	TOTAL UNDEFINED ROLLUP CODE	-6,000,000	-6,000,000	.00	.00	.00	-6,000,000.00	.0%
<b>3C952 SOUTH BRANCH - CAPITAL</b>								
4810952 600701	ARCHITECT	529,200	529,200	16,312.50	.00	309,937.50	202,950.00	61.6%
4810952 600702	CONSTRUCTION	5,880,000	5,880,000	.00	.00	.00	5,880,000.00	.0%
4810952 600703	CONTINGENCY	588,000	588,000	1,500.00	1,500.00	.00	586,500.00	.3%
4810952 600704	FFE	766,080	766,080	.00	.00	.00	766,080.00	.0%
	TOTAL SOUTH BRANCH - CAPITAL	7,763,280	7,763,280	17,812.50	1,500.00	309,937.50	7,435,530.00	4.2%
	TOTAL SOUTH BRANCH PROJECT	1,763,280	1,763,280	17,812.50	1,500.00	309,937.50	1,435,530.00	18.6%
	TOTAL LIBRARY CAPITAL PROJECTS	1,763,280	1,763,280	17,812.50	1,500.00	309,937.50	1,435,530.00	18.6%
	TOTAL REVENUES	-6,000,000	-6,000,000	.00	.00	.00	-6,000,000.00	
	TOTAL EXPENSES	7,763,280	7,763,280	17,812.50	1,500.00	309,937.50	7,435,530.00	



## Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	1,763,280	1,763,280	17,812.50	1,500.00	309,937.50	1,435,530.00	18.6%

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

**Board of Davis County Commissioners**  
**AGENDA ITEM SUMMARY**

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**Agenda Item Type:** Agenda Item  
**Department:** Library  
**Presenter:** Ellen Peterson, Deputy Director  
**Agenda Item:** Approval of Renewal Agreement with Creative Empire, LLC for Mango Languages database

**Financial Information:**

- Type: Payable
- Amount: \$45,024.60

**Terms:**

- Beginning Date: 05/27/2025
- Ending Date: 03/31/2028

**Additional Financial Terms:**

- GL Account Number: 2310580 540612
- Davis County Match: No
- Additional Financial Information: \$15,008.20 per year for 3 years

**Attachments:**

1. Mango Languages

**2025-548**

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Submitted by: Jennifer Tankersley, Confidential Admin Ast. Library  
Requested meeting date: 5/27/2025



**STANDARD SERVICE PROVIDER CONTRACT**

This Standard Service Provider Contract (this “Contract”) is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah (“Davis County” or “County”), and the following person or entity (the “Service Provider”):

The Service Provider:	Creative Empire, LLC d/b/a Mango Languages	Contact Phone Number:	800-451-3160
Contact Person:	Cruz Paniagua Pardo	Contact Email:	cruz.pardo@mangolanguages.com
Address:	PO Box 773164, Detroit, MI 48277-3164	Type of Service:	Subscription access to language Learning software

WHEREAS, the County desires to obtain the services of a professional and competent service provider to provide the contractual services under this Contract to the Davis County Library.

WHEREAS, the Service Provider, who has represented to Davis County that it is a competent and experienced service provider, desires to provide the contractual services under this Contract (“Contract”).

The parties therefore agree as follows:

1. **Scope of Services.** The Service Provider shall make available to Davis County, on behalf of the Davis County Library, subscription access to Mango Languages Library Edition for the Term of this Contract (the “Products”).:
2. **Web-Site/Software Access.** To the extent that any of the Products are accessed through Service Provider’s website or software programs (collectively, “Website”), Service Provider hereby grants to County, on behalf of the Davis County Library Authorized Users, a limited license to access and make use of the Products. “Authorized Users” means users who are registered borrowers of the Davis County Library, those that are walk-ins, and those who are remote users accessing the service through the Davis County Library’s website. County, on behalf of the Davis County Library, will make reasonable efforts to protect Service Provider’s proprietary information (including but not limited to Service Provider’s intellectual property), will notify Service Provider promptly if it discovers there is unauthorized use of the Products and will cooperate with Service Provider in an attempt to promptly resolve the situation.
3. **Web-Site License and Conditions.** As a condition of the website license granted in paragraph 2 above, County on behalf of the Davis County Library, agrees:
  - 3.1. Not to download or modify any part of the Website, except with the express and prior written consent of Service Provider;
  - 3.2. Not to download or copy any account information for the benefit of another merchant;
  - 3.3. Not to resell or make any commercial use of the Website or its contents;
  - 3.4. Not to reproduce, duplicate, copy, sell, resell or otherwise exploit the Website for any commercial purpose without express written consent of Service Provider;
  - 3.5. Not to make any derivative use of the Website or its contents;
  - 3.6. Not to frame or utilize framing techniques to enclose any trademark, log, or other proprietary information (including, without limitation, images, text, page layout, or forms) of Service Provider except for the purposes of this Contract and for promoting the Products;
  - 3.7. Not to use any meta tags or any other “hidden text” utilizing Service Provider’s name, logos or trademarks without the express written consent of Service Provider;
  - 3.8. While Service Provider attempts to ensure that its Website is normally available 24 hours a day, Service Provider shall not be liable if for any reason its Website is unavailable at any time or for any period; provided, however, that Service Provider shall use best efforts to provide adequate capacity and bandwidth to support Davis County, and the Davis County Library’s, needs and provide service on a 24 hour basis except for routine maintenance (for which the Davis County Library is pre-notified). In the event that Service Provider fails to provide such service for five (5) days within a thirty (30) day period, Service Provider shall provide a pro rata refund to County for the thirty (30) day period in question;
  - 3.9. Access to Service Provider’s Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Service Provider’s control;
  - 3.10. Certain content, including without limitation Mango Movies Library Edition, may be owned by Mango and/or its licensors. County therefor acknowledges and agrees that such Content may be added, removed or unavailable from time

to time during the Initial Term or any Successor Term (the “Unavailability”), and such Unavailability shall not be deemed breach of this agreement by Mango;

3.11. Neither the County nor any of its Authorized Users shall show any Content, including without limitation any video clips or movies which are included in the Content, to any public group or other third parties who are not Authorized Users; and

3.12. Any rights not expressly granted in these terms are reserved.

**4. Support.** Service Provider shall support the Davis County Library by responding to email and phone calls from the Davis County Library. Service Provider shall make reasonable efforts to respond to all customer support issues between the hours of 9:00 a.m. and 7:00 p.m. Eastern Time, Monday through Thursday, and 9:00 a.m. and 5:00 p.m. Eastern Time Friday.

**5. Updates.** Service Provider may from time to time, update its online software and language lesson content. The Davis County Library shall only receive updates to the Products and any changes or enhancements to Service Provider’s “consumer edition” and/or other editions will not necessarily be made to the Products.

**6. Access.** Service Provider intends to provide the Authorized Users unlimited access to the Products. In the event that the Davis County Library’s Authorized Users exceed what Service Provider deems reasonable usage during the term of this Contract, Service Provider shall assume that either the number of cardholders in the Davis County Library was grossly underestimated or there is piracy of Service Provider’s service from outside sources. Under such circumstances, Service Provider reserves the right to restrict or limit access to Products. In the event of such circumstances, Service Provider shall make every effort to provide notice to and cooperate with the County prior to Service Provider’s restriction or limitation of Davis County Library’s access to the Products.

**7. Intellectual Property.** All materials on the Website or provided as part of the Products, including, without limitation, text, images, logos, software, audio content, video clips, databases, e-mails, and posted comments and reviews (collectively, the “Content”) are owned or controlled by Service Provider and/or its licensors, who retain all right, title, and interest in and to the Content. The Website and Content are protected by the copyright and trademark laws of the United States and other countries, international conventions, and other applicable laws. The County and the Davis County Library shall use all “reasonable” efforts to ensure that all Authorized Users are appropriately notified of the importance of respecting Service Provider’s intellectual property rights

**8. Effectiveness; Date; Termination.** This Contract will become effective when all parties have signed it. The date of this Contract will be the date this Contract is signed by the last party to sign it (as indicated by the date associated with that party’s signature), and will terminate on March 31, 2028 (the “Term”).

**9. Early Termination.**

9.1. The County may terminate this Contract if annual appropriations, as part of the 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 the County’s notice is effective under Section 13 of this Contract.

9.2. The County may terminate this Contract due to its dissatisfaction, with the Service Provider’s services, which termination will be effective at midnight on the fifth day after the County’s notice is effective under Section 13 of this Contract.

9.3. The County may terminate this Contract for any reason, which termination will be effective at midnight on the 30<sup>th</sup> day after the County’s notice is effective under Section 8 of this Contract.

9.4. The County may terminate this Contract, which termination will be effective at the time the County’s notice is effective under Section 13, if:

9.4.1. The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this Contract, and/or the written policies of the County provided to the Service Provider; and

9.4.2. The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, the County, or otherwise.

9.5. 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 13 of this Contract.

9.6. Either party may terminate this Contract if otherwise permitted by the terms of this Contract or if permitted by law or in equity, which termination will be effective after the notice is effective under Section 8 of this Contract, unless otherwise provided by the specific provision of this Contract, law, or in equity.

**10. Compensation.**

10.1. The County will pay Service Provider an annual sum of \$15,008.20 for the services described herein for each year of



this contract. The total sum of this contract will not exceed \$45,024.60. County agrees to pay Service Provider the annual sum of \$15,008.20 on or before May 15, 2025, and will make subsequent annual payments of the same amount on or before May 15, 2026 and May 15, 2027. Unless other arrangements are made in writing, the payment by County to Service Provider will be sent through the United States Postal Service and mailed to Service Provider at the address set forth above.

- 10.2. The County shall pay the Service Provider for the obligations that it completes under this Contract through the date of early termination, if this Contract is terminated early.
- 10.3. The Service Provider shall disclose its tax identification or Social Security number to the County before a payment will be made by the County to the Service Provider.
- 10.4. The Service Provider shall pay all 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 the County to the Service Provider under this Contract.
- 10.5. The County may withhold payments from the Service Provider to protect the County from loss relating to:
  - 10.5.1. Defective services not timely remedied;
  - 10.5.2. Liens or claims filed or reasonable evidence of probable filing;
  - 10.5.3. The Service Provider's failure to promptly pay subcontractors, material providers, or any other individual who, or entity that, provides services, personnel, materials, equipment, utilities or otherwise to, or at the request of, the Service Provider and relating to this Contract;
  - 10.5.4. Damage to the County or another person, entity, or otherwise; or
  - 10.5.5. The Service Provider's failure to timely perform or to perform at all under this Contract.

**11. Insurance.** The Service Provider shall obtain and maintain the following types of insurance:

- 11.1. A valid occurrence form commercial general liability insurance policy, which covers contractual liability, with minimum limits as follows:
  - 11.1.1. Each occurrence - \$1,000,000.00;
  - 11.1.2. Damages to rented premises - \$100,000.00;
  - 11.1.3. Medical expense (Any one person) - \$5,000.00;
  - 11.1.4. Personal and Adv. injury - \$1,000,000.00;
  - 11.1.5. General aggregate - \$2,000,000.00; and
  - 11.1.6. Products and completed operations aggregate - \$2,000,000.00;
- 11.2. A valid workers compensation and employers' liability insurance policy (If any proprietor, partner, executive, officer, member, or other person is excluded from the workers compensation and employers' liability insurance policy, then the Service Provider shall provide the County with the applicable state issued waiver).

The County may request the Service Provider to provide the County with certificates of insurance or other records that demonstrate that the Service Provider is in compliance with the insurance requirements set forth in this section (the "Certificates/Records"). If the Service Provider fails to provide the County with the requested Certificates/Records within five (5) business days of the County's request, then the County may immediately terminate this Contract. If the Service Provider fails to have one or more of the insurances required by this Contract, then the County may immediately terminate this Contract. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.

12. **Indemnification; Hold Harmless.** The Service Provider shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all third-party losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Service Provider or the Service Provider's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Contract. The Service Provider's compliance with any provision of this Contract to obtain or maintain insurance shall not waive or limit the Service Provider's obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.
13. **Notices.** All notices under this Contract must be in writing and must be delivered either: (i) personally, by a nationally recognized overnight courier; (ii) by United States mail, postage prepaid, and addressed to the parties at their respective addresses set forth below (or to such other address that may be designated by a party in accordance with this section); or (iii) by electronic mail and the same shall be effective upon receipt, if delivered personally, on the next business day, if sent by

overnight courier, three business days after deposit in the United States mail, if mailed, and upon confirmation of receipt if by electronic mail. The initial addresses of the parties shall be:

<u>The County</u>		<u>The Service Provider</u>
Davis County Attn: Purchasing Manager PO Box 618 Farmington, UT 84025	<u>With a copy to:</u> Davis County Attn: Attorney's Office, Civil Division PO Box 618 Farmington, UT 84025	Creative Empire, LLC d/b/a Mango Languages Attn: Cruz Paniagua Pardo PO Box 773164, Detroit, MI 48277-3164 legal@mangolanguages.com

- 14. 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 the County. The Service Provider further acknowledges that neither the Service Provider nor its representatives have any right to or will be provided with any of the County's benefits.
- 15. Inconsistencies.** The following order of precedence governs and controls any inconsistencies between this Contract, any attachments to this Contract, and any other documents referenced in this Contract or incorporated into this Contract by reference: 1) this Contract; 2) any attachments to this Contract; and 3) any other documents referenced in this Contract or incorporated into this Contract by reference.
- 16. Assignment Restricted.** This Contract may only be assigned by a written instrument that is signed by authorized representatives of the parties. Any purported assignment of this Contract that is in violation of this section is void.
- 17. Waiver.** A right, remedy, power, privilege or otherwise under this Contract is not waived by a party unless such waiver is in writing and signed by an authorized representative of the party granting the waiver.
- 18. Entire Contract.** 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.
- 19. Amendment.** This Contract may only be amended by a written instrument that is signed by authorized representatives of the parties. Any purported amendment of this Contract that is in violation of this section is void.
- 20. Governing Law; Exclusive Jurisdiction.** This Contract is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other party, which arises from or relates in any way to this Contract, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.
- 21. Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Contract that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.
- 22. Counterparts; Digital Signatures; Electronically Transmitted Signatures.** If the parties sign this Contract in counterparts, then each signed counterpart will be deemed an original and all signed counterparts together will constitute the Contract. If one or more of the parties digitally sign this Contract or if one or more of the parties electronically transmit this Contract with signatures by facsimile or email, then such signatures will have the same force and effect as original signatures.



Each party is signing this Contract on the date below the party’s signature.

<p>DAVIS COUNTY</p> <p> By: <u>Lorene Kamalu (May 27, 2025 12:57 MDT)</u> Lorene Miner Kamalu, Chair Davis County Board of County Commissioners Date: <u>05/27/2025</u></p> <p>ATTEST:</p> <p> <u>Brian McKenzie (May 27, 2025 14:48 MDT)</u> Brian McKenzie Davis County Clerk Date: <u>05/27/2025</u></p>	<p>CREATIVE EMPIRE D/B/A MANGO LANGUAGES</p> <p>DocuSigned by:  By: <u>F26B08AFA746477</u> Print Name: <u>Steve Perakis</u> Title: <u>CFO</u> Date: <u>5/7/2025</u></p>
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**Certificate Of Completion**

Envelope Id: 78C6AA79-D632-45E4-8497-3D3C5981A187  
Subject: Complete with Docusign: FNL\_Davis County (4.08.2025) .pdf  
Company:  
Source Envelope:  
Document Pages: 5  
Certificate Pages: 1  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
Michael Fridman  
20750 Civic Center Drive  
STE 570  
Southfield, MI 48076  
michael.fridman@mangolanguages.com  
IP Address: 10.101.81.137

**Record Tracking**

Status: Original  
5/7/2025 4:36:27 AM

Holder: Michael Fridman  
michael.fridman@mangolanguages.com

Location: DocuSign

**Signer Events**

Steve Perakis  
steve.perakis@mangolanguages.com  
CFO  
Mango Languages  
Security Level: Email, Account Authentication  
(None)

**Signature**



Signature Adoption: Drawn on Device  
Using IP Address: 97.70.140.47

**Timestamp**

Sent: 5/7/2025 4:38:24 AM  
Viewed: 5/7/2025 6:21:21 AM  
Signed: 5/7/2025 3:47:42 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent  
Certified Delivered  
Signing Complete  
Completed

Hashed/Encrypted  
Security Checked  
Security Checked  
Security Checked

5/7/2025 4:38:24 AM  
5/7/2025 6:21:21 AM  
5/7/2025 3:47:42 PM  
5/7/2025 3:47:42 PM

**Payment Events**

**Status**

**Timestamps**



**Library Board**  
**AGENDA ITEM SUMMARY**

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**Agenda Item Type:** Agenda Item  
**Department:** Library  
**Presenter:** Josh Johnson, Director  
**Agenda Item:** Renewal of Memo of Understanding with UETN (UEN) for discounted internet service provider contracts

**Terms:**

- Beginning Date: 7/1/2025
- Ending Date: 6/30/2030

**Attachments:**

1. UETN Agreement

**2025-563**

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Submitted by: Jennifer Tankersley, Confidential Admin Ast. Library  
Requested meeting date: 6/12/2025

**Board of Davis County Commissioners**  
**AGENDA ITEM SUMMARY**

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**Agenda Item Type:** Agenda Item  
**Department:** Library  
**Presenter:** Josh Johnson, Director  
**Agenda Item:** Approval of the Memorandum of Understanding with Utah Education and Telehealth Network (UETN) Utah Education Network (UEN) for discounted internet service provider contracts

**Financial Information:**

**Terms:**

- Currently, UETN covers the annual cost of the contract beyond the eRate discount, so the Davis County Library cost is \$0.00
- Contract cost *would be* the eRate discounted cost of \$56,004.00 total (\$11,200.00 per year), and if something happens to state funding, this would be the cost to carry the contract through to conclusion.
- Beginning Date: 07/01/2025
- Ending Date: 06/30/2030

A note about funding: Total cost before eRate reductions is is \$117,300.00 - eRate reduces this to \$56,004.00. Currently, Davis County Library does not pay this cost. The Utah Education Network covers the cost of the unfunded portion of E-Rate with money from the State of Utah. The MOU is basically saying that the library is aware of the 5 year renewal contract circuit and that UEN is responsible for the unfunded E-Rate MRC.

**Attachments:**

1. UETN Agreement

**2025-563**

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Submitted by: Jennifer Tankersley, Confidential Admin Ast. Library  
Requested meeting date: 5/27/2025



**Memorandum of Understanding  
Telecommunications WAN Services Agreement**



This Memorandum of Understanding ("MOU") is between Utah Education and Telehealth Network ("UETN") and Davis County Library ("Stakeholder"). At Stakeholders request, and in accordance with procurement law, UETN entered into agreements ("Agreement") with vendors represented below on Stakeholder's behalf from July 1, 2025 - June 30, 2030, with an optional 12-month extension at the end of this period, ending no later than June 30th, 2031 unless otherwise indicated, (see Term column below).

**E-RATE COMPLIANCE:** UETN will apply annually to the Universal Service Administrative Company, (USAC) for E-rate discounts on these services through the Schools and Libraries Universal Service Support (E-rate) Program throughout the term of this agreement.

Stakeholder agrees to provide the following items to UETN, in a timely manner:

- 1) An FCC Form 479, Children's Internet Protection Act (CIPA) form, certifying annual compliance with CIPA requirements, **before July 1 of every year**
- 2) An E-rate Letter of Agency (LOA), upon request
- 3) E-rate information or FCC forms necessary for E-rate compliance, upon request

Failure to provide UETN with required E-rate information or forms by the due date, jeopardizes E-rate compliance and may result in the loss of E-rate funding to Stakeholder for continued service through UETN.

**COST REIMBURSEMENT:** UETN shall invoice Stakeholder for the after E-rate discount cost of services and support. Stakeholder understands that E-rate discounts change yearly as the E-rate discount is based on local school district enrollment and poverty levels, as well as USAC E-rate filing rules. For the E-rate Funding Year July 1, 2025 – June 30, 2026, the estimated E-rate discount is represented in the E-rate Discount Estimate column below.

Stakeholder costs are estimated below in **blue**. Stakeholder agrees to reimburse UETN within 30-days of receipt of an invoice from UETN. UETN will pay costs in **red** below, which includes the on-going monthly costs and one-time equipment costs to connect Stakeholder sites to the UETN network.

**EQUIPMENT:** Per UETN's agreements, Stakeholder is responsible for hardware and equipment necessary or related to the implementation and performance of these services.

**Contract Obligations:** The agreements under which UETN makes the services available contain limitations on Stakeholder's use of the Services and associated remedies for use inconsistent with those limitations. Those limitations may include restrictions on the locations at which the Services are provided, limitations on end user activity, or other conditions of use. Stakeholder agrees to use the Services in accordance with all applicable limitations and Stakeholder acknowledges and accepts responsibility for any vendor remedies arising as a result of Stakeholder's use of the Services.

**EARLY TERMINATION / UNACCEPTABLE USE:** Stakeholder agrees to comply with the terms of this MOU and the terms of each of the service provider agreements under which UETN procured the services that are made available to stakeholder. Stakeholder shall reimburse UETN for any costs, fees or penalties associated with Stakeholder's early termination or cancellation of or withdrawal from UETN agreements. Such costs and fees may apply if Stakeholder relocates during the term of the agreement, although UETN will work with Stakeholder and the relevant service provider in good faith to attempt to minimize any costs associated with such relocation. In the event of unacceptable use of the services or other use by Stakeholder not permitted under a relevant service provider agreement, service providers may impose fees or additional costs (including increasing the monthly recurring charge to a particular location to three times the contract rate), or may suspend or terminate services. Service providers may also revoke benefits such as waived installation costs or pro-rated start-up costs. In the event a service provider invokes any such remedy due to Stakeholder's use of the services, or use by individuals allowed to access the service by Stakeholder, Stakeholder shall be solely responsible for the associated costs or consequences of such remedy.

**AMENDMENT:** This MOU may only be amended upon written mutual agreement duly executed by UETN and Stakeholder. UETN and Stakeholder have executed this MOU by their duly authorized representatives named below and this MOU becomes effective upon the latest date indicated.

Stakeholder

Signature:   
Name: Josh Johnson  
Title: Director  
Email: jjohnson@co.davis.ut.us

Stakeholder Billing Contact

Name: Jenny Tan Kersley  
Email: jtankersley@co.davis.ut.us  
Mailing address: PO Box 113 Farmington, UT 84025  
Phone: 801-451-3055

Utah Education and Telehealth Network

Signature:   
Name: Spencer Jenkins  
Title: CEO and Executive Director  
Date: 4/29/2025

Term - Months	RFP #	Description	Site #	Site/Location Name	USAC ID #	Site Address	Aggregation Address	Bandwidth	Additional Info	Vendor Awarded	MNC	Install	Equipment	Capital Construction	Infrastructure/Aggregation Equipment	Total MNC	Total 60 Month Cost of Contract	E-rate Discount Estimate	Total 60 Month MNC - UETN Pays (after E-rate)	Total MNC - UETN Pays (after E-rate)	1 Month MNC - Stakeholder Pays (after E-rate)	Total 60 Month MNC - Stakeholder Pays (after E-rate)	Total MNC - Stakeholder Pays (after E-rate)
60	UU188462477	Davis County Library	25.5.146	Davis County Library Bountiful Branch (aka South Branch)	16057593	725 S Main, Bountiful, UT 84010	Farmington Branch, 98 S 100 E, Farmington, UT 84012S	1 Gbps	Expiring	Lumen	\$ 245.00					\$	\$ 14,700.00	53%	\$ 6,909.00				



**Memorandum of Understanding**  
**Telecommunications WAN Services Agreement**

Term - Months	RFP #	Description	Site #	Site/Location Name	USAC ID #	Site Address	Aggregation Address	Bandwidth	Additional Info	Vendor Awarded	MRC	Install	Equipment	Capital Construction	Infrastructure/Aggregation Equipment	Total MRC	Total 60 Month Cost of Contract	E-rate Discount Estimate	Total 60 Month MRC - UETN Pays (after E-rate)	Total MRC - UETN Pays (after E-rate)	1 Month MRC - Stakeholder Pays (after E-rate)	Total 60 Month MRC - Stakeholder Pays (after E-rate)	Total MRC - Stakeholder Pays (after E-rate)
60	UU188462477	Davis County Library	25.5.147	Davis County Library Centerville Branch	16048704	45 S 400 W, Centerville, UT 84014	Farmington Branch, 38 S 100 E, Farmington, UT 840125	1 Gbps	Expiring	Lumen	\$ 245.00					\$ -	\$ 14,700.00	53%	\$ 6,999.00	\$ -			
60	UU188462477	Davis County Library	25.5.148	Davis County Library Clearfield Branch (aka North Branch)	16057598	1 N Main St, Clearfield, UT 84015	Farmington Branch, 38 S 100 E, Farmington, UT 840125	1 Gbps	Expiring	Lumen	\$ 245.00					\$ -	\$ 14,700.00	53%	\$ 6,999.00	\$ -			
60	UU188462477	Davis County Library	25.5.149	Davis County Library Headquarters Branch (Main)	16058449	133 S Main St, Farmington, UT 84025	University of Utah Downtown Data Center (UDDDC), 875 S West Temple, SIC, UT 84101	10 Gbps	Expiring	UTOPIA	\$ 485.00					\$ -	\$ 29,100.00	50%	\$ 14,550.00	\$ -			\$ -
60	UU188462477	Davis County Library	25.5.150	Davis County Library Kaysville Branch	142801	215 N Fairfield Rd, Kaysville, UT 84037	Farmington Branch, 38 S 100 E, Farmington, UT 840125	1 Gbps	Expiring	Lumen	\$ 245.00					\$ -	\$ 14,700.00	53%	\$ 6,999.00	\$ -			\$ -
60	UU188462477	Davis County Library	25.5.151	Davis County Library Layton Branch (aka Central Branch)	16057620	155 N Wasatch Dr, Layton, UT 84041	Farmington Branch, 38 S 100 E, Farmington, UT 840125	1 Gbps	Expiring	Lumen	\$ 245.00					\$ -	\$ 14,700.00	53%	\$ 6,999.00	\$ -			\$ -
60	UU188462477	Davis County Library	25.5.152	Davis County Library Syracuse Branch (aka Northwest Branch)	16057621	1875 S 2000 W, Syracuse, UT 84075	Farmington Branch, 38 S 100 E, Farmington, UT 840125	1 Gbps	Expiring	Lumen	\$ 245.00					\$ -	\$ 14,700.00	53%	\$ 6,999.00	\$ -			
		Count:		7						Total before E-rate:	\$ 1,955.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117,300.00	Total after E-rate:	\$ 56,094.00	\$ -	\$ -	\$ -	\$ -




Signature Page


Contracting entity: Approval of the Memorandum of Understanding with Utah Education and Telehealth Network (UETN) Utah Education Network (UEN) for discounted internet service provider contracts

Contract description: Renewal of Memo of Understanding with UETN (UEN) for discounted internet service provider contracts

DAVIS COUNTY

By:  Date: 05/27/2025  
Lorene Miner Kamalu, Chair  
Davis County Board of County Commissioners

ATTEST:

  
Brian McKenzie  
Davis County Clerk

## 400 ACCESS TO INTERNET AND ELECTRONIC INFORMATION

*Details acceptable uses of public Internet access provided by Davis County Library, and regulates conformity with applicable state and national laws and the Children's Internet Protection Act (CIPA); guides management of the public space by balancing patron rights with necessary legal and practical limitations.*

### Overview

1. The Davis County Library promotes the right of adults to access information with as few limitations as possible, consistent with the Library's mission and operation as a public space.
2. The Library is committed to providing equitable access to Internet and electronic information to as many library users as possible within the law, while still operating as an agency of Davis County and securing County and Library property and computer systems and equipment.
3. The Library must respond to issues related to Internet and electronic information because they flow into the public space through publicly owned equipment frequented by minors. Limits placed on Internet and electronic information are based on legal requirements, the limits of available technology, administrative capacity, and the Library's mission, policies, procedures, and practices.
4. The Library receives discounted Internet access available through the federal E-Rate program. This program requires compliance with the Children's Internet Protection Act (CIPA); [Policy #410 Internet Safety for Minors](#) outlines the Library's compliance and is an appendage to this policy.
5. Enforcement of this policy is consistent with Utah Code sections [9-7-215](#) and [9-7-216](#); methods of enforcement include but are not limited to:
  - a. Patron education regarding policies.
  - b. Appropriate notification of patrons when violations occur.
  - c. Limitation and/or suspension of privileges when violations are persistent.
  - d. Involvement of local law enforcement, as necessary.
6. Consistent with Utah Code section [9-7-216](#) and State Administrative Code [R458-2](#),
  - a. This policy includes administrative procedures and guidelines for staff enforcement as well as procedures for handling complaints regarding the policy.
  - b. This policy is reviewed in its entirety every three years, and was most recently reviewed and approved by the Library Board on ~~June 12, 2025~~ May 12, 2022 in an open meeting, following normal public notice and comment.
  - c. The next formal review and readoption for all sections of this policy will occur no later than July 1, 2028~~5~~; notations at the end of this document will reflect actions taken for all sections of this policy.
7. The Library Director will post this policy ~~in a conspicuous place~~ for all patrons to access ~~observe~~ and make related policies available for public review at all library locations ~~including signage clearly indicating they are available upon request.~~
8. Patrons are presumed to have read and agreed to abide by these policies because the Library has made them available to the public for review.
9. A patron may have Internet privileges suspended temporarily for persistent violation of this policy after being provided information concerning appropriate use and given the opportunity to comply; the Library's process for suspension is:



- a. The Library Director sends an initial letter explaining the nature of the problem, requesting compliance with library policies, indicating further actions may be taken if compliance is not forthcoming, and providing an opportunity for the patron to share his or her response ~~perspective~~.
  - b. Following further violation, the Library Director sends a letter notifying the patron that his or her Internet privileges have been suspended and providing an opportunity to appeal the decision to the Director and the Library Board; the length of suspension will not exceed 6 months.
  - c. ~~As needed, t~~The Library Director will implement remedies for further violations of this policy, in consultation with the Davis County Attorney's Office; the Library Director will send a letter notifying the patron of such remedies, and offering the option to appeal the decision to the Director and the Library Board.
10. Patrons with concerns about this policy, or its enforcement may direct them to library staff members, the Branch Manager, the Director or the Board of Directors verbally or in writing; response to public concerns may be made verbally or in a letter from the Library Director or Library Board, depending on the nature of the problem being addressed.

#### **Internet Access and Electronic Resources**

11. All members of the public have access to the Internet whether or not they hold a Davis County Library card.
12. The Library has no direct control over information or resources accessed through the Internet; each individual is responsible for the content of the searches conducted.
13. In addition to informational resources, the library also permits some uses which have become common options for Internet users, including but not limited to word processing and email.
14. Patrons may not use equipment owned or Internet access provided by the Library or Davis County for illegal purposes, including but not limited to:
  - i. Gambling.
  - ii. Accessing obscene materials.
  - iii. Displaying materials which may be harmful to minors due to sexual content.
15. The Library has established the following limits for use of public Internet PCs:
  - a. Patrons are limited to a maximum of 3 hours of Internet per day ~~per person~~.
    - i. ~~This limit is user specific and applies to all use whether at one or multiple locations.~~
    - ii. ~~Patrons may not use multiple library cards or any other means to secure additional time beyond the 3-hour limit.~~
    - iii. Patrons are expected to abide by the established time limits and end their use of PCs once their allotted time has expired.
  - b. Patrons have no expectation for personal ownership or private use of public computers at the Library. ~~In accordance with Davis County policies,~~ users may not engage in the following behaviors when using Library-owned computers ~~in accordance with Davis County policies:~~



- i. Act or behave in ways that harm others or are inimical to the public services provided by the Library or Davis County.
- ii. Download or install programs and software on library computers that have not been approved by appropriate Davis County employees according to applicable Library and County policies.
- iii. Use software, hardware, or websites which bypass Library or Davis County Internet management software, filters, firewalls, and/or related software or processes.
- iv. Alter the defaults, passwords, settings or equipment setup of Public Internet; altering this setup for use with personal devices or equipment is prohibited.
- v. Long-term file storage on Library computer equipment is not permitted.
  - 1. Reasonable, temporary storage of working documents is permitted.
  - 2. Files should be moved to a personal storage device before their allotted time expires.
- c. Patrons may ~~request use~~ additional equipment and software provided by the Library on Library-owned computer equipment as an enhancement to computer use . Examples may include, but are not limited to:
  - i. ~~Trackball mice~~
  - ii. ~~Microfilm readers~~
  - iii. Camera or recording equipment

16. PCs provided by the Library for access to Internet and electronic information will be labeled by signage that clearly informs the public ~~that concerning~~

- a. ~~the PCs designated use.~~
- b. ~~the fact that eContent limiting software is engaged.~~
- c. ~~the option for adults may to request that staff override the content limiting software.~~
- d. ~~the fact that Library policies are in effect at all times,~~ regardless of filtering status.
- e. ~~the fact that a complete~~ A copy of this policy is available for review upon request.
- f. ~~safe Internet practices and encouraging the public to inform Library staff when information harmful to minors is displayed.~~

17. The Library has established the following limits for wireless internet on personal devices:

- a. Filtering software will not be disabled for users of personal electronic devices; adult patrons may use Library-owned PCs to access filtered sites in accordance with this policy.
- b. Patrons may not download files containing illegal content.
- c. Patrons may not download or install content which bypasses or interferes with Library or Davis County filters, firewalls, or related software or processes.



18. The Library may limit bandwidth in order to assure adequate Internet response time throughout the system; this decision will be made in consultation with the Davis County Information ~~Systems Services~~ Department.
19. Costs, guidelines and limitations related to printing, damage and patron use of library technology and equipment are discussed in [Policy #420 Library Technology and Other Equipment](#).

### **Internet Filtering and Management**

20. To the extent practical, and consistent with Utah Code sections [9-7-215](#) and [9-7-216](#), the Library uses reasonable technology protection measures to
  - a. Restrict access to Internet sites or electronic information that contains visual depictions considered to be:
    - i. ~~Child Sexual Abuse Material~~ ~~Child Pornography~~ (as defined in Utah Code [76-5b-103](#)).
    - ii. Harmful to minors (as defined in Utah Code [76-10-1201](#)).
    - iii. Obscene (as defined in [20 U.S.C. § 9101](#)).
    - iv. Sexually Explicit Conduct (as defined in Utah Code [76-5b-103](#)).
  - b. Prevent inappropriate network usage such as:
    - i. Unauthorized access, including "hacking" and related illegal activities.
    - ii. Unauthorized disclosure, use, and dissemination of personal identification information regarding minors.
    - iii. Illegal acts, including but not limited to:
      1. Gambling (as defined in Utah Code ~~76-9-1401~~ [76-10-1101](#)).
      2. Downloading or duplicating copyrighted material.
      3. Other illegal activities detailed in Library and Davis County policy.
  - c. Promote the safety and security of users of the Library's online computer network when using direct electronic communications including, but not limited to email, instant messaging, and ~~social media chat rooms~~.
21. Protection measures include Internet filtering software; such software is used to protect all Internet provided by the Library to the public, including wireless access on personal devices.
22. The Library reserves the right to employ software tools to assist in the orderly management of Internet access and protection of Library and County property; however staff will manage access based on this policy, regardless of software limitations and allowances.
23. Library staff will immediately disable or override content-limiting software on any Library-owned PCs upon request by a user 18 years or older without further investigation as to the purpose or intention of the user or preemptive statements about potential violations of library policies, with the following exceptions:
  - a. Patrons using personal devices.
  - b. PCs in areas dedicated primarily to children.



24. A legal guardian may request that staff disable or override content limiting software on Library-owned PCs for the use with a minor in their charge, if all of the following apply:
- a. The request is made by the adult.
  - b. The legal guardian intends to use the PC with the minor.
  - c. The PC is primarily used by the adult, not the minor.
  - d. The patron is made aware that library policy still applies to unfiltered use of the PC.
  - e. The PC is not located in an area dedicated primarily to children.
25. Staff members will ensure that content-limiting software is re-engaged as soon as possible after use of the PC is completed by the patron who requested it be disabled.

### **Library Staff Response**

26. The Library acknowledges that staff interventions described below are difficult and uncomfortable for both patrons and staff members; when intervening, staff should use best judgment and limit verbal discussion of the situation in public areas.
27. If staff members believe a patron is accessing illegal information or engaging in other **obviously** illegal activity in the Library (including but not limited to child sexual abuse material ~~or online gambling~~),
- a. Staff will verify that the patron has violated the law; if the situation permits, violations should be documented by at least two staff members and discussed with a supervisor.
  - b. Staff will immediately contact local law enforcement, inform them that a potential violation of laws has occurred, and state the nature of the violation.
  - c. Staff will document the time, participants, and particulars of the situation, and monitor the situation until law enforcement arrives.
  - d. Staff will notify the Library Director or another member of the administrative team as soon as time permits and send copies of documentation to the Library Director.
  - e. The Library Director will consult with other Davis County departments and personnel as the situation requires.
28. If staff members believe a patron has violated Library policy **or potentially illegal activity (including viewing content potentially harmful to minors)**, they will intervene using
- a. An approach which narrowly targets access to information that is contrary to policy and/or is harmful to minors and is therefore unacceptable for display in a public space.
  - b. Methods which are minimally intrusive, educative, and non-punitive, but also progressively firm and decisive.
  - c. Enforcement based on a fair process and practices, including:
    - i. Verifying that patron behavior is in violation of this policy.
    - ii. Informing the patron of the behavior necessary to achieve compliance.
    - iii. Informing the patron of the consequences of non-compliance.
    - iv. Limiting privileges in response to non-compliance as appropriate.



- v. Defining the process for review and appeal for the patron.
29. If a patron accesses information or visual depictions which may violate this policy, staff will ~~keep in mind that this is a violation of policy, not of law, and~~
- a. Verify that the patron has violated this policy; if the situation permits, violations should be documented by at least two staff members and discussed with a supervisor.
  - b. Educate the patron about behavior that is in violation of Library policy, behavior necessary to comply with policy, and provide patrons with a printed statement approved by the Library Director, which contains the following:
    - i. A brief explanation of why limits have been placed on patron access to the Internet and electronic information.
    - ii. Instructions for how to obtain a copy of this policy.
    - iii. Instructions for how to contact library administration with questions about the policy or its enforcement.
  - c. Inform Library administrators and document what occurred during the interaction with the patron; this may include, but is not limited to names, descriptions, and copies of information concerning people and activities, or images accessed in violation of policy.
30. The Library hopes the patron, once educated and informed, will comply. If the patron continues to violate this policy, staff will
- a. Remind the patron of the previous conversation, including the behavior violating Library policy, and make a final request for the patron to comply.
  - b. ~~If the patron continues to violate policy or asks what staff will do if the patron refuses to comply, p~~Provide the patron with a printed statement approved by the Library Director, which contains the consequences for continued violation of this policy listed below.
  - c. Contact the Library Director or designated administrator and continue to document the situation.
31. If the patron continues to violate policy, ~~becomes abusive or a threat to public safety~~
- a. ~~Staff will contact local law enforcement, who will determine a course of action to follow.¶~~
  - b. ~~Staff will contact the Library Director or designated administrator as soon as possible and continue to document the situation.~~
  - c. The Library Director will determine, in consultation with the Davis County Attorney's Office, whether to suspend the patron's Internet privileges and/or pursue additional legal actions.
32. If the patron becomes abusive or a threat to public safety at any time, staff will
- a. Contact local law enforcement, who will determine a course of action to follow.
  - b. Inform and involve supervisors and library administrators at the earliest reasonable opportunity, based on circumstances.
33. Patrons may appeal the staff action to the Library Director, verbally or in writing, up to 5 days after the action; the Director will determine whether or not the site or resource in question is acceptable based on this policy and respond within 3 business days after receiving an appeal.

- a. If the site is determined to be within the scope of this policy, the Director will discuss with the staff involved the basis for the initial action and inform them of the reasons for reversal.
  - b. If the site is determined to be outside the scope of this policy, the patron will be informed in writing.
- 34. If a patron is not satisfied with the decision of the Director, a written appeal may be made to the Library Board of Directors at its next regularly scheduled business meeting.

#### **Sexual Harassment and Related Behaviors**

- 35. Patrons are expected to abide by the Code of Conduct adopted by the Library Board of Directors while accessing the internet and electronic resources; behavior involving Internet and electronic resources that is abusive, harassing, intimidating or disrespectful is in violation of the Library Code of Conduct and Davis County Policies.
- 36. Staff members will deal with harassing and related violations as outlined in the Library Code of Conduct and consistent with Davis County Policies.

Approved by Davis County Library Board March 31, 1992; revised April 28, 1999; revised August 28, 2001; revised January 11, Approved by Davis County Library Board, February 25, 1997; revised May 27, 1999; revised March 20, 2001; revised December 11, 2001; revised September 17, 2002; revised March 20, 2007; revised April 15, 2008; revised June 17, 2008; revised April 28, 2009; revised November 24, 2009; revised June 15, 2010; revised April 16, 2013; revised April 19, 2016; revised April 16, 2019; this policy revised and combined with Guidelines for Appropriate Use of Electronic Information Sources May 12, 2022, revised June 12, 2025.



## **410 INTERNET SAFETY FOR MINORS**

*Describes policy and process for protecting minors from viewing harmful information or disclosing personal information via the Internet in public library spaces; confirms Davis County Library's compliance with the Children's Internet Protection Act (CIPA), state and national laws; this policy is regularly reviewed and readopted by the Library Board.*

### **Introduction & Purpose**

1. The Library provides computer access to minors, including filtered access to the Internet.
2. This policy is an appendage to [Policy #400 Access to Internet & Electronic Information](#); all criteria established in other Library policies regarding use of public Internet also apply to use by minors except as described in this policy.
3. Parents are responsible for the use of the Internet by their minor children. The Library encourages parents to:
  - a. Supervise and monitor Internet use by minor children because filtering software may not be able to filter all information considered harmful to minors.
  - b. Discuss use of the Internet with their own minor children in relation to individual family values and boundaries; some parents may deem certain unfiltered materials unsuitable for their own minor children.
4. Davis County Library has instituted reasonable measures to:
  - a. Prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications;
  - b. Prevent unauthorized access and other unlawful online activity;
  - c. Prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and
  - d. Comply with the Children's Internet Protection Act ("CIPA") [47 U.S. Code § 254](#).
5. The Davis County Library participates in the federal E-Rate program. This program makes certain communications technology more affordable for eligible schools and libraries that are complying with the requirements of CIPA.
6. Consistent with Utah Code section [9-7-216](#) and State Administrative Code [R458-2](#),
  - a. A public meeting for the purpose of discussing the proposed policy, following normal public notice and comment, was held on May 24, 2011; this policy was approved by the Davis County Library Board on June 21, 2011.
  - b. This policy is reviewed in its entirety every three years, and was most recently reviewed and approved by the Library Board on May 12, 2022 in an open meeting, following normal public notice and comment.
  - c. The next formal review and readoption for all sections of this policy will occur no later than July 1, 2025; notations at the end of this document will reflect actions taken for all sections of this policy.

### **Internet Filtering and Management**

7. The library uses the following measures to comply with CIPA and protect minors:



- a. Implements reasonable technology protection measures to restrict access to Internet sites or electronic information that contain depictions considered to be child pornography, harmful to minors, obscene or containing ~~child sexual abuse material-child pornography~~, and to prevent inappropriate network usage; definitions of these terms are provided below, and under the heading "Internet Filtering and Management" in [Policy #400 Access to Internet & Electronic Information](#).
- b. Makes reasonable efforts, to the extent practical, to supervise and monitor usage of the online computer network and access to the Internet.
- c. ~~Provides access to current information regarding-Posts signs in library locations informing patrons and minors of~~ safe Internet practices for minors and encourages~~encouraging~~ all users to inform staff members or parents of inappropriate material encountered while accessing Internet and electronic information at the Library.
- d. Posts a Code of Conduct approved by the Library Board, which informs patrons of reasonable expectations for behavior when using Library spaces.

### Legal Definitions

8. This policy makes frequent reference to many specific legal definitions; portions of these legal definitions are provided below, for ease of reference.

- a. ~~Child sexual abuse material~~ Child Pornography (Utah Code [76-5b-103](#)): any visual depiction, including any live performance, photograph, film, video, picture, or computer or computer-generated image or picture, whether made or produced by electronic, mechanical, or other means, of sexually explicit conduct, where:
  - i. The production of the visual depiction involves the use of a minor engaging in sexually explicit conduct;
  - ii. The visual depiction is ~~of a minor engaging in sexually explicit conduct, or~~
    - 1. Of a minor engaging in, observing, or being used for sexually explicit conduct; or
    - 2. Artificially generated and depicts an individual with substantial characteristics of a minor engaging in, observing, or being used for sexually explicit conduct;
  - iii. The visual depiction has been created, adapted, or modified to appear that an identifiable minor is engaging in sexually explicit conduct.
- b. Harmful to Minors (Utah Code [76-10-1201](#)): that quality of and description or representation, in whatsoever form, of nudity, sexual conduct, sexual excitement, or sadomasochistic abuse when it:
  - i. Taken as a whole, appeals to the prurient interest in sex of minors;
  - ii. Is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable material for minors; and
  - iii. Taken as a whole, does not have serious value for minors; serious value includes only serious literary, artistic, political or scientific value for minors.
- c. Nudity (Utah Code [76-10-1201](#)):



- i. The showing of the human male or female genitals, pubic area, or buttocks, with less than an opaque covering;
  - ii. The showing of a female breast with less than an opaque covering, or any portion of the female breast below the top of the areola; or
  - iii. The depiction of covered male genitals in a discernibly turgid state.
- d. Sexually Explicit Conduct (as defined in Utah Code [76-5b-103](#)): actual or simulated:
  - i. Sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal, whether between persons of the same or opposite sex;
  - ii. Masturbation;
  - iii. Bestiality;
  - iv. Sadistic or masochistic activities;
  - v. Lascivious exhibition of the genitals, pubic region, buttocks, or female breast of any person;
  - vi. The visual depiction of nudity or partial nudity for the purpose of causing sexual arousal of any person;
  - vii. The fondling or touching of the genitals, pubic region, buttocks, or female breast;
  - viii. The explicit representation of the defecation or urination functions.
- e. Sexual Excitement (Utah Code [76-10-1201](#)): a condition of human male or female genitals when in a state of sexual stimulation or arousal, or the sensual experiences of humans engaging in or witnessing sexual conduct or nudity.
- f. Sadomasochistic Abuse (Utah Code [76-10-1201](#)): (a) flagellation or torture by or upon a person who is nude or clad in undergarments, a mask, or in a revealing or bizarre costume, or (b) the condition of being fettered, bound, or otherwise physically restrained on the part of one so clothed.
- g. Obscene (as defined in [20 U.S.C. § 9101](#)) means that:
  - i. The average person, applying contemporary community standards, would find that such project, when taken as a whole, appeals to the prurient interest;
  - ii. Such project depicts or describes sexual conduct in a patently offensive way; and
  - iii. Such project, when taken as a whole, lacks serious literary, artistic, political, or scientific value.

### **Library Staff Response to Minors**

9. Limitations on content accessed through the Internet and electronic resources in these spaces are also governed by the boundaries established in the Library's Collection Development policy (see [Policy #500 Collection Development](#)) because it establishes broad boundaries of what visual depictions parents may anticipate minors will encounter in library spaces intended for use by minors.
10. When interacting with minors, library staff will apply the same concepts, approach, and methods as described in [Policy #400 Access to Internet & Electronic Information](#); exceptions when working with minors may include:

- a. Staff intervention with minors will take into account the most appropriate methods based on the age of the individual, the nature of the material being accessed, and the opportunities the staff member sense for providing information that will deter future difficulties; as necessary, staff will devise a strategy involving a progressive level of response in consultation with the Branch Manager or Library Director. Such strategies may include:
  - i. Conversations and verbal warnings to the minor.
  - ii. A letter to the minor's parent or legal guardian.
  - iii. Suspension of Internet privileges for a period of time.
- b. Staff will not allow minors and other patrons to access visual images which meet the requirements for nudity included above, except when they have "serious literary, artistic, political or scientific value for minors."
  - i. In its effort to comply with statutory requirements for intent concerning "literary, artistic, political, or scientific value," the Library relies on the judgment, commitment and purpose of other organizations with recognized competence and expertise.
  - ii. Images will be permitted if they are provided or owned by organizations with recognized competence and expertise because they are considered authoritative to establish "serious value." Examples of such organizations include, but are not limited to:
    - 1. Bona fide museums.
    - 2. Governmental agencies.
    - 3. Universities.
    - 4. National health associations.
  - iii. Images will not be permitted if they do not meet the above criteria, including but not limited to:
    - 1. Sites selling posters or art prints without attribution of museum ownership.
    - 2. Commercial periodicals.
    - 3. Private galleries.
    - 4. Personal websites or blogs.
  - iv. The presence of an image on a site without reference to an organization authoritative enough to assign "serious value" is not sufficient to permit display under these conditions.

Approved by the Davis County Library Board, June 21, 2011; revised April 16, 2013; revised April 19, 2016; revised April 16, 2019; this policy revised and combined with Guidelines for Appropriate Use of Electronic Information Sources May 12, 2022, revised June 12, 2025.



**INTERLOCAL COOPERATION AGREEMENT**  
**FOR COOPERATIVE BORROWING**

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is between DAVIS COUNTY, a body politic of the State of Utah, with its principal place of business located at Farmington, Utah ("City"), and WEBER COUNTY, a body politic of the State of Utah, with its principal place of business located at Ogden, Utah ("County"). The Parties may be referred to collectively herein as the "Parties."

**Recitals**

WHEREAS, the Parties each maintain and operate a public library system; and

WHEREAS, the Parties each agree that a cooperative borrowing effort allowing the residents of each of their service areas to access the libraries of the other City/County will expand and enrich the ability to access informational, educational, cultural, and recreational materials; and

WHEREAS, the Parties anticipate that the citizens served by their public libraries will benefit in approximately equal degrees by the institution of cooperative borrowing privileges; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to and in accordance with the provisions of the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 (1953), *et seq.*, as amended;

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties agree as follows:

1. Term. This Agreement shall be effective beginning on June 1, 2025 and shall remain in full force and effect through May 31, 2029, and shall automatically renew thereafter for consecutive five year terms, unless it is otherwise terminated by the mutual, written agreement of the Parties or should either Party determine that it is being unduly burdened or harmed by this Agreement, in which case either Party may terminate this Agreement by giving sixty (60) days written notice to the other Party as set forth below.

2. No Separate Entity. This Agreement shall not create any separate legal or administrative entity for the purpose of implementing or administering the terms and conditions of this Agreement. The Director of the Davis County Library and the Director of the Weber County Library shall serve as joint administrators of this Agreement.
3. Limited Scope. This Agreement applies only to patron borrowing privileges. Either City or County may extend further privileges to the residents of the other County's jurisdiction if it chooses to do so. However, the extension of any such privileges is not within the scope of this Agreement.
4. Borrowing Privileges. Beginning with the commencement of this Agreement, the Parties will extend normal library borrowing privileges to the legal residents of the area in each County which is taxed for support of the public library services. Each County may establish such procedures as it deems necessary to ensure that the patrons to whom borrowing cards are issued under this Agreement are bona fide residents of the partner library's jurisdiction. Patrons issued a borrowing card under this Agreement will be subject to the rules, procedures, and practices of the loaning library for the circulation of library materials.
5. Enforcement. Each County is responsible for the enforcement of its own library borrowing rules, including all legal actions taken against patrons for delinquent accounts. Neither County will intervene on behalf of patron in its jurisdiction to circumvent the rules, procedures, or practices of the partner Library. In addition, neither County will assist the partner Library in enforcing its rules, procedures, or practices against patrons issued a borrowing card under this Agreement.
6. Late Charges. Materials checked out from any of the participating Libraries must be returned to the loaning Library. Each County agrees that its Libraries will assess any applicable late charges for materials based on the date of return to the loaning Library. However, should a patron return material checked out from one Library to another Library, the receiving Library agrees to return such material to the loaning Library as expeditiously as possible.
7. Disclosure Obligations. The Parties agree to provide patrons who are issued cards under this Agreement with full information regarding the rules of the loaning Library, its procedures and practices,



and the conditions established for cooperative borrowing privileges. In particular, the Parties agree to inform patrons that materials must be returned to the loaning Library, that late charges will be assessed based on the date of return to the loaning Library, and that all rules of the loaning Library apply to the borrowing.

8. Monitoring. The Parties agree to monitor the use of the privileges established under this Agreement and to report the use to the other on an annual basis. The purpose of the monitoring effort will be to provide a means by which the Parties hereto can evaluate the effectiveness of this Agreement.

9. Approval. This Agreement shall not be effective until approved by Resolution of the governing body of each County and filing of duplicate originals with the Clerk of each County.

10. Notice. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by email or sent by postage pre-paid by registered, certified or express mail or by reputable overnight courier service and shall be deemed given when so delivered by hand or by email or, if mailed, three days after mailing as follows:

If to Weber County: Weber County Commission Chair  
2380 Washington Blvd, Suite  
Ogden, UT 84401

With a copy to: Library Director  
Headquarters Library  
2039 W 4000 South  
Roy, UT 84067

If to Davis County: Library Director  
PO Box 115  
133 S Main St.  
Farmington UT 84025

With a copy to: Davis County Commission Chair  
PO Box 618  
61 S Main St.  
Farmington UT 84025

11. Entire Agreement. The Parties hereto agree that this document contains the entire agreement and understanding between the Parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by either City/County prior to the date hereof.

Commented [JJ1]: Need appropriate addresses.

12. Assignment. The Parties agree that neither this Agreement, nor the privileges granted herein, may be assigned without the prior written consent of both of the Parties.

13. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof; and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14. Approval. As required by Utah Code Ann. § 11-13-202.5(3) (1953), as amended prior to and as a condition precedent to this Agreement entering into force, it shall be submitted to an authorized attorney for each Counties who shall approve the Agreement upon finding that it is in proper form and compatible with the laws or the State of Utah.

15. Authorization. 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.

16. Indemnification. Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials, or employees. Furthermore, each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own officers, employees, and agents under the terms of this Agreement.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on dates indicated below.



WEBER COUNTY

by: \_\_\_\_\_  
Chair, Board of County Commissioners

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Weber County Clerk

Dated: \_\_\_\_\_

WEBER COUNTY LIBRARY BOARD

By: \_\_\_\_\_  
Chair

Dated: \_\_\_\_\_

Approved as to form and compatibility  
With the laws of the State of Utah:

\_\_\_\_\_  
Office of the Weber County Attorney

Dated: \_\_\_\_\_

DAVIS COUNTY

by: \_\_\_\_\_  
Chair, Board of County Commissioners

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Davis County Clerk

Dated: \_\_\_\_\_

DAVIS COUNTY LIBRARY BOARD

By: \_\_\_\_\_  
Chair

Dated: \_\_\_\_\_

Approved as to form and compatibility  
With the laws of the State of Utah:

\_\_\_\_\_  
Office of the Davis County Attorney

Dated: \_\_\_\_\_