



# HANDOUT #1

**PUBLIC NOTICE** is hereby given that the **WASATCH COUNTY LIBRARY BOARD** will hold its monthly meeting at **2:30 PM on Friday, September 19, 2025**.

This meeting will be held in person at the Wasatch County Library and via Zoom. The meeting link is available on the library's "About" webpage at <https://www.wasatchlibrary.org/about>.

Public comments and questions will be accepted via email up to one hour before the live meeting. Send comments, questions, or a request for online meeting credentials to Juan Lee, Library Director, at [jlee@wasatch.utah.gov](mailto:jlee@wasatch.utah.gov)

ANCHOR LOCATION:

**WASATCH COUNTY LIBRARY**

**465 East 1200 South, Heber City, Utah**

**Library Board Meeting**

**Friday, September 19, 2025**

The order of agenda items is subject to change without notice.

**1. Call to Order & Welcome:** Library Board Chair. **HANDOUT #1**

**2. Public Comment:** Time for members of the public to make comments on issues not included on today's agenda.

**3. Approval of Minutes**

A. Minutes of the regular Board meeting held on August 15, 2025. **HANDOUT #2**

**4. Consent Agenda Items**

A. Report of Expenditures as of August 31, 2025. **HANDOUT #3**

B. Director's Report. **HANDOUT #4**

**5. Business**

A. **DISCUSSION & POSSIBLE ACTION:** User-Produced Content Submission Policy, and Digital Millennium Copyright Act Takedown Notice Policy. **HANDOUT #5 & #6**

B. **FOLLOW UP:** Needs Assessment RFP, Capital Projects, and outdoor spaces for programming. **HANDOUT #7**

C. **DISCUSSION:** Library Adventure Base Acceptable Use Policy. **HANDOUT #8**

D. **DISCUSSION:** Letter to Heber about Juan's evaluation.

**6. Call for Agenda Items for Next Meeting**

**7. Closed Meeting**

The Board may consider a motion to enter a Closed Meeting. A closed meeting described under UCA 52-4-205 may be held for specific purposes, including, but not limited to, discussion of the character, professional competence, or physical or mental health of an individual and certain deliberations in the procurement process.

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Date: September 17, 2025

Prepared by: Juan Lee, Library Director

Posted by: Juan Lee, Library Director



**Wasatch County Library  
Library Board Meeting Minutes  
Friday, August 18, 2025**

Hybrid meeting: Electronic meeting held via Zoom, with in-person anchor location in the Board Room, Wasatch County Library.

**In attendance in person:** Amber Koecher, Vice Chair/Chair Elect; Mitzi Nelson, Secretary; Angela Edwards, Assistant Library Director; Juan Lee, Library Director; and Carrie Luke, Library Marketing Specialist. Danny Goode, Board Chair arrived after start of meeting.

**In attendance virtually:** Luke Searle, County Council; Cristina Spicer, Board Member at Large.

**Excused:** None.

**1. Call to Order & Welcome:** 2:34 PM – Amber Koecher, Vice Chair/Chair Elect.

**2. Public Comment:** None.

**3. Approval of Minutes**

- **MOTION** to approve the Minutes of the regular Board meeting held on July 18, 2025, made by Cristina. Seconded by Mitzi. Approved.

**4. Consent Agenda Items**

- **Library Director's Report.** Juan presented highlights of July library activities. Library Board expresses appreciation to staff for programs/outreach and for their dedication and involvement.
- **Report of Year-to-date Expenditures: June and July expenditure reports presented.** Juan will be talking with county and making changes to the report form.

**5. Business**

- A. **INTRODUCTION:** New staff member – Carrie Luke (Library Marketing Specialist). Carrie was welcomed. Carrie introduced herself and outlined her responsibilities at the library.
- B. **FOLLOW UP AND DISCUSSION:** Juan gave update on the Needs Assessment for the Library. Juan will adapt the County's Need Assessment statement to be appropriate for the Library. The Library Needs Assessment would be best presented in coordination with the Senior Center under the new Parks and Recreation Director and Senior Center Director.

Library Awareness in Community: Juan, Angela and Library Staff are making good efforts to connect with the county government groups, the Chamber of Commerce and libraries in our consortium group Duchesne and Uintah Libraries. This is helping to keep the Library to become a more visible part of the County.

## **HANDOUT #2**

### **CONTINUED**

- C. **UPDATE:** Juan updated the Board on the progress with the new LAB – Library Adventure Base. He went over the meaning of the name, the LAB’s vision for the users, the LAB management, the new resources already available – sound booth, activity kits to check out and what is coming up.

#### **6. Call for Agenda Items for Next Meeting**

- A. Update on Needs Assessment for County - Juan.
- B. Outside space options for programming.
- C. Letter of support for Juan to Heber for his evaluation.

**MOTION to adjourn the meeting at 2:44 PM made by Cristina. Seconded by Danny. Passed.**

Next meeting: Friday, September 19, 2024, 1:30 PM.

**DRAFT**

# HANDOUT #3

Department	Library
Current Year Budget as of	8/31/2025
Current Year Budget	\$2,410,247
YTD Actual	\$1,516,958
Variance	\$893,289

Account Number	Account Title	YTD Actual	YTD Budget	Variance
272-5310-41109-000	PERM. EMPLOYEE (OLD GL)	\$ -	\$ -	\$ -
272-5310-41110-000	SALARIES & WAGES	\$ 548,310	\$ 873,976	\$ 325,666
272-5310-41111-000	LUMP SUM PAY-OUT	\$ 1,739	\$ 5,524	\$ 3,785
272-5310-41112-000	OVERTIME WAGES	\$ 3,753	\$ 4,463	\$ 709
272-5310-41113-000	CELL PHONE STIPEND	\$ -	\$ -	\$ -
272-5310-41114-000	ON-CALL PAY	\$ -	\$ -	\$ -
272-5310-41115-000	LANGUAGE SKILL PAY	\$ 2,160	\$ 3,120	\$ 960
272-5310-41116-000	EDUCATION PAY	\$ -	\$ -	\$ -
272-5310-41117-000	VEHICLE STIPEND	\$ -	\$ -	\$ -
272-5310-41119-000	EQUIPMENT/UNIFORM STIPENDS	\$ -	\$ -	\$ -
272-5310-41129-000	OTHER WAGE PAYMENT	\$ -	\$ -	\$ -
272-5310-41200-000	EMPLOYEE BENEFITS	\$ 149	\$ -	\$ (149)
272-5310-41210-000	URS PAYMENT CONTRIBUTION	\$ 93,242	\$ 129,395	\$ 36,152
272-5310-41220-000	MEDICAL PLAN	\$ 53,197	\$ 163,788	\$ 110,591
272-5310-41230-000	EMPLOYEE 401K MATCH	\$ 9,448	\$ 17,742	\$ 8,294
272-5310-41240-000	FICA & MEDICARE	\$ 41,654	\$ 67,862	\$ 26,208
272-5310-41250-000	POST RETIREMNT	\$ -	\$ -	\$ -
272-5310-41260-000	WORKERS COMPENSATION	\$ 1,667	\$ 6,210	\$ 4,542
272-5310-41270-000	EMPLOYEE RECOGNITION	\$ -	\$ 2,700	\$ 2,700
272-5310-41280-000	TUITION REIMBURSEMENT	\$ -	\$ -	\$ -
272-5310-42100-000	PROF. & TECH. SERVICES	\$ -	\$ -	\$ -
272-5310-42200-000	ADVERTISING & PUBLIC NOTICES	\$ 1,747	\$ 4,000	\$ 2,253
272-5310-42400-000	DUES & MEMBERSHIPS	\$ 2,185	\$ 2,154	\$ (31)
272-5310-42500-000	TRAVEL/TRAINING	\$ 9,596	\$ 27,000	\$ 17,404
272-5310-42710-000	OPERATING LEASE	\$ 4,446	\$ 6,000	\$ 1,554
272-5310-42920-000	INSURANCE	\$ 27,244	\$ 25,369	\$ (1,875)
272-5310-42990-000	MISCELLANEOUS SERVICES	\$ -	\$ -	\$ -
272-5310-43100-000	OFFICE EXPENSE & SUPPLIES	\$ 10,515	\$ 15,000	\$ 4,485
272-5310-43110-000	PROGRAM EXPENSE & SUPPLIES	\$ -	\$ -	\$ -
272-5310-43110-001	PROGRAM EXPENSE & SUPPLIES-DONATIONS	\$ 1,872	\$ -	\$ (1,872)
272-5310-43110-213	PROGRAM EXP & SUPP-LSTA GRANTS	\$ 36,867	\$ 36,759	\$ (108)
272-5310-43110-306	PROGRAM EXPENSE & SUPPLIES-CLEF GRANT	\$ 1,776	\$ 8,000	\$ 6,224
272-5310-43110-407	PROGRAM EXPENSE & SUPPLIES-TAP GRANTS	\$ 5,412	\$ -	\$ (5,412)
272-5310-43300-000	FOOD & ENTERTAINMENT	\$ 614	\$ 1,000	\$ 386
272-5310-43300-001	FOOD & ENTERTAINMENT-EVENTS (PROGRAMMING)	\$ 12,925	\$ 24,000	\$ 11,075
272-5310-43400-001	BOOKS, PUBLICATIONS, SUBSCRIPT (BOOKS)	\$ 45,418	\$ 75,000	\$ 29,582
272-5310-43400-002	BOOKS, PUBLICATIONS, SUBSCRIPT (MAGAZINES)	\$ 1,269	\$ 1,700	\$ 431
272-5310-43400-003	BOOKS, PUBLICATIONS, SUBSCRIPT (AUDIO)	\$ 346	\$ 1,500	\$ 1,154
272-5310-43400-004	BOOKS, PUBLICATIONS, SUBSCRIPT (VIDEO)	\$ 4,361	\$ 7,000	\$ 2,639
272-5310-43400-005	BOOKS, PUBLICATIONS, SUBSCRIPT (DIGITAL RESOURCES)	\$ 18,382	\$ 42,000	\$ 23,618
272-5310-43600-000	EQUIPMENT SUPPLIES & MAINT.	\$ 11,727	\$ 23,000	\$ 11,273
272-5310-44390-000	UTILITIES (OLD GL)	\$ 40,376	\$ 68,668	\$ 28,292
272-5310-44400-000	TOOLS & MINOR EQUIPMENT (UNDER \$5000/SOFTWARE)	\$ 19,207	\$ 14,000	\$ (5,207)
272-5310-44500-000	TELECOMMUNICATIONS	\$ 2,353	\$ 3,600	\$ 1,247
272-5310-44700-000	BUILDING AND GROUND MAINTENANC	\$ 49,331	\$ 35,000	\$ (14,331)
272-5310-46200-000	BUILDINGS & IMPROVEMENTS	\$ -	\$ -	\$ -
272-5310-46400-000	MACHINERY & EQUIPMENT	\$ -	\$ -	\$ -
272-5310-46990-000	MISCELLANEOUS (OLD GL)	\$ -	\$ -	\$ -
272-5310-47100-000	IT SYSTEM MAINTENANCE FEE	\$ 57,424	\$ 86,136	\$ 28,712
272-5310-47200-000	IT SERVICE FEE	\$ 252,457	\$ 378,686	\$ 126,229
272-5310-47300-000	COMPUTER REPLACEMENT FEE	\$ 43,790	\$ 65,685	\$ 21,895
272-5310-49990-000	UNAPPROPRIATED SURPLUS	\$ -	\$ 34,211	\$ 34,211
272-5310-90241-000	TRANSFER TO LIBRARY MAINT FUND	\$ 100,000	\$ 150,000	\$ 50,000

**DIRECTOR'S REPORT OF ACTIVITIES**

PERIOD: 08/01/2025 – 08/31/2025

**LIBRARY EVENTS & STAFF ACTIVITIES**

- 07/19/2025 – 09/02/2025 The library hosted the **art exhibit “Heber City: 100 Years (1925–2025)”**, a curated photo exhibition celebrating a century of growth, change, and community in Heber City, organized by **Rachel Kahler** and organized at the library by **Kate Mapp**, Adult Services Librarian.
- 08/01/2025 Assistant Library Director **Angela Edwards** and I facilitated the regular monthly **library staff meeting**.
- 08/01/2025 All Wasatch County offices, including **the library, closed at noon** in observance of the Wasatch County Fair Days.
- 08/04/2025 The library coordinated the **Reptile Show by Earthwings**.
- 08/05/2025 In **collaboration with Peace House**, the library offered **Mobile Case Management in English and Spanish** for individuals experiencing domestic violence or sexual abuse.
- 08/06/2025 The library hosted the monthly meeting of the program **“Charlas en la Cocina / Kitchen Conversations”** organized and presented by **Latino Behavioral Health Services**.
- 08/07/2025 The library hosted a meeting of the **Heber Valley Quilters**.
- 08/07/2025, 8/14, 8/21, 8/28 Adult Services Librarian Kate Mapp facilitated the weekly meeting of the **Next Chapter Book Club** in collaboration with **Chapters Ahead, Inc.**
- 08/08/2025 The library hosted a meeting of the **Wasatch Arts Council**.
- 08/08/2025 The library hosted a **Red Cross Blood Drive**.
- 08/12/2025 The library hosted the regular meeting of the **Wasatch Latino Coalition**.
- 08/20/2025 The library hosted testing for the **Wasatch County Sheriff's Office Dispatch**.
- 08/20/2025, 8/28 The library hosted a meeting of the **Heber Valley Self Reliance** group.
- 08/21/2025 Adult Services Librarian Kate Mapp conducted face-to-face book discussions for the **Wasatch County Library's Morning Book Club** (10 AM) and the **Evening Book Club** (6 PM).
- 08/26/2025 The library hosted the meeting of the **Wasatch Coin & History Club**.
- 08/27/2025 The library hosted the **County Employee Game Night**.
- 08/28/2025 The library hosted the program **Yoga for Service** for individuals ages 55 and older.
- 08/29/2025 The library hosted a **financial education class for Spanish speakers**.
- **REGULAR PUBLIC LIBRARY PROGRAMS:** Included Books & Babies, Monday Crafts, Try Something Tuesday, Teens Who Read Book Club, Kids Book Club, Tween D & D Club “The Questlings,” Hora del Cuento, Chess Club, Snack Shack, Kids Club, Pokemon Club, Minecraft Club, and Family Movie Night.  
NOTE: Some programs in August are suspended to give library staff time to plan for regular programming from September through May.

**OUTREACH ACTIVITIES**

- 08/1-2/2025 I staffed the library booth at the **Wasatch County Fair** event.

# HANDOUT #4

## CONTINUED

- 08/07/2025 Brittanie staffed the library booth at the **Heber Market on Main** event and Angela helped set up.
- 08/09/2025, 8/23 Brittanie and I staffed the library booth at the **Midway Farmers' Market** events.
- ONGOING: Library staff member **Vicki Burtcher** and **volunteers Michele** and **Nancy** delivered library materials to homebound residents through the **OASIS program** (Mondays).

### TRAINING

- 08/20/2025 I attended the required training for **Wasatch County Records Management** which the library hosted.
- 08/23/2025 I watched the archived webinar for the **"2026 Children & Teen Book Enhancement Grant."**

### ADMINISTRATIVE ACTIVITIES

- 08/14/2025 Assistant Library Director **Angela Edwards** and I met with Merrily Cannon, Library Development Manager and consultant with the State Library to go over the library's **2026 Recertification Application**.
- 08/15/2025 Assistant Library Director **Angela Edwards** and I facilitated the regular **Library Board meeting**.
- 08/26/2025 I attended the **Wasatch County Department Head** meeting.
- 08/26/2025 I attended a meeting with Randy Bates, **Wasatch County Finance Director**, to review the library's budget at the end of the second quarter.
- 08/27/2025 I attended the online meeting of the **Utah Public Library Directors**.

### Wasatch County Fair Days



## **13. USER-PRODUCED CONTENT SUBMISSION POLICY (DRAFT 20250917 – NOT YET ADOPTED)**

### **13.1 Purpose**

The Wasatch County Library has created this policy outlining rules for content submitted by users for publication and distribution through various library platforms, in accordance with the Digital Millennium Copyright Act (DMCA).

### **13.2 Content Restrictions**

Users are prohibited from submitting content containing the following:

- Content that infringes on copyright, including text, images, videos, audio, and other media, unless the user is the copyright holder, has explicit permission, or the material qualifies as fair use.
- Content that is considered harmful, offensive, or illegal. (See Section 13.4).

### **13.3 User Responsibilities**

13.3.1 By submitting a signed content submission form, the user represents that:

- They are the creator or legal owner of the content they are submitting.
- The content does not infringe on any copyright or intellectual property rights of others.
- The content complies with all local, state, and federal laws.

13.3.2 By submitting content, the user grants the library a non-exclusive, royalty-free, perpetual license to use, reproduce, format, display, publish, and distribute the content through its printed and/or online platforms. This license does not prevent the user from authorizing others to use their work.

13.3.3 Intellectual property rights remain with the user, who may authorize other entities to use, publish, and distribute the content, provided such authorization does not revoke or limit the authorization given to the library.

### **13.4 Library Responsibilities**

The library's role is to encourage artistic expression while ensuring compliance with the law and community standards:

- Expression Encouraged: The library encourages the arts and recognizes various methods of artistic expression.
- Legal and Ethical Limits: Due to the open and public nature of the library, it is improper to display visual depictions of subject matter, including words, which are obscene, pornographic, or vulgar (as described in Utah Code Ann. §76-5c-101 and 20 U.S.C. Sec. 9101), or demeaning to race, religion, creed, color, national origin, gender, sexual orientation, or age.
- Non-Discrimination: Library staff shall not discriminate on the basis of the content of the work, except as expressly provided above. Controversial work will not be excluded solely because of its subject matter.
- Formatting and Publication: If the library accepts the content, staff may format it for publication and distribution through its printed and/or online platforms.

### **13.5 DMCA Takedown Notices and Complaints**

- Individuals or entities who believe that content published and distributed by the library is an infringement of their copyright may submit a formal notice to the DMCA designated agent listed in the Digital Millennium Copyright Act Takedown Notice Policy (Policy #14).
- Users whose content is subject to a takedown notice will be informed and may pursue a counter-claim as outlined in Policy #14.

# HANDOUT #5

## CONTINUED

- Users who violate the content restrictions will be prohibited from submitting additional work for a period determined by the Library Director or designee, subject to appeal to the Library Board.

### 13.6 Definitions

For the purposes of this policy, “content” includes but is not limited to text, images, photographs, audio, video, digital files, and other media submitted for display or distribution on library platforms.

### 13.7 Scope

This policy applies to all user-submitted content intended for publication or distribution through the library’s physical displays, printed materials, website, social media, and other online platforms.

### 13.8 Indemnification

By submitting content, the user agrees to indemnify and hold harmless the Wasatch County Library, its staff, and affiliates from any legal claims, damages, or expenses arising out of the submission, publication, or distribution of the content.

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*APPROVED by WASATCH COUNTY LIBRARY BOARD during an open and public meeting on \_\_\_\_\_. Approved by Wasatch County Council on \_\_\_\_\_.*



## **14. DIGITAL MILLENNIUM COPYRIGHT ACT TAKEDOWN NOTICE POLICY (DRAFT 20250917 – NOT YET ADOPTED)**

### **14.1 Purpose**

The Wasatch County Library respects the intellectual property rights of content creators. In accordance with the Digital Millennium Copyright Act (DMCA), the library will respond expeditiously to claims of copyright infringement on its website, social media platforms, and any other online services under its control.

### **14.2 Procedure**

14.2.1 To file a DMCA takedown notice, please complete the “DMCA Takedown Notice Form” in Section 14.7. The form includes the following:

- A description of the copyrighted work or intellectual property that you claim has been infringed.
- A description of where the material that you claim is infringing is located on the library’s website or other platforms.
- The user’s name, mailing address, telephone number, and email address where the DMCA designated agent can contact you.
- A statement that you have a good faith belief that the use is not authorized by the copyright owner or other intellectual property rights owner, by its agent, or by law.
- A statement under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner’s behalf.
- Your electronic or physical signature.

14.2.2 The library may request additional information before removing any alleged infringing material.

14.2.3 If the library removes the content in question, the library will notify the submitting user in writing that the content has been removed or access has been disabled. The notification will also include information about the user’s right to file a counter-notice as provided in Section 14.3.

### **14.3 Counter-Notice**

A user whose content has been removed or disabled in response to a DMCA takedown notice may file a counter-notice with the library’s DMCA designated agent. Please complete the “DMCA Counter-Notice Form” in Section 14.8. The form includes the following:

- Identification of the material that has been removed or to which access has been disabled and the location where the material appeared before it was removed or access to it was disabled.
- The user’s name, mailing address, telephone number, and email address where the DMCA designated agent can contact you.
- A statement under penalty of perjury that the user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification.
- A statement that the user consents to the jurisdiction of the Federal District Court for the judicial district in which the library is located, or if outside the United States, that the user consents to jurisdiction of the United States District Court for the District of Utah, and will accept service of process from the person who filed the original DMCA notice or their agent.
- The user’s electronic or physical signature.
- Upon receipt of a valid counter-notice, the library may restore the content in accordance with the DMCA.

### **14.4 Enforcement**

Repeated infringement may result in suspension or termination of a user’s ability to submit content to the library’s platforms. The Library Director or designee will determine enforcement actions, subject to appeal to the Library Board.

# **HANDOUT #6**

## **CONTINUED**

### **14.5 Definitions**

For the purposes of this policy, “content” includes but is not limited to text, images, photographs, audio, video, digital files, and other media published on library platforms.

### **14.6 DMCA Designated Agent**

Pursuant to 17 U.S.C. §512(c)(3), Wasatch County Library's DMCA designated agent is:

Juan Lee, Library Director  
Wasatch County Library  
465 E 1200 S, Heber City UT 84032  
jlee@wasatch.utah.gov  
435-654-1511

# HANDOUT #6

## CONTINUED

### 14.7 DMCA Takedown Notice Form

Use this form to notify the Wasatch County Library of alleged copyright infringement under the Digital Millennium Copyright Act (DMCA). Please complete all sections.

#### 1. Copyrighted Work Information

Describe the copyrighted work or intellectual property that you claim has been infringed:

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#### 2. Location of Infringing Material

Provide the URL or specific location where the infringing material appears:

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#### 3. Contact Information

Name:	
Organization (if applicable):	
Address:	
Phone:	
Email:	

#### 4. Statement of Good Faith

☐ I have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

#### 5. Statement of Accuracy

☐ I swear, under penalty of perjury, that the information in this notice is accurate and that I am the copyright or intellectual property owner or authorized to act on behalf of the owner.

#### 6. Signature

Signature:	
Date:	

#### 7. Submission

The completed "DMCA Takedown Notice Form" should be submitted to the DMCA designated agent listed in Section 14.6

# HANDOUT #6

## CONTINUED

### 14.8 DMCA Counter-Notice Form

Use this form to notify the Wasatch County Library that content removed under a DMCA takedown notice was removed in error or misidentification. Please complete all sections.

#### 1. Identification of Material

Identify the material that was removed or disabled and its location before removal:

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#### 2. Contact Information

Name:	
Organization (if applicable):	
Address:	
Phone:	
Email:	

#### 3. Statement of Good Faith

☐ I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of mistake or misidentification.

#### 4. Consent to Jurisdiction

☐ I consent to the jurisdiction of the Federal District Court for the judicial district in which the library is located, or if outside the United States, to the jurisdiction of the United States District Court for the District of Utah, and I will accept service of process from the person who filed the original DMCA notice or their agent.

#### 5. Signature

Signature:	
Date:	

#### 6. Submission

The completed "DMCA Counter-Notice Form" should be submitted to the DMCA designated agent listed in Section 14.6



Wednesday, September 17, 2025

Request for Proposals  
**Space Needs and Facility Programming Services**  
Wasatch County Administration Building  
25 N Main St Heber City, Utah 84032

**Open:** 10/01/2025 12:00 PM MST  
**Questions Due:** 10/22/2025 4:00 PM MST  
**Close:** 10/29/2025 4:00 PM MST

## INTRODUCTION AND BACKGROUND

Through this Request for Proposals (RFP), Wasatch County is hereby soliciting professional qualifications from all qualified firms to provide a space needs assessment and facility programming to address functional and operation limitations of the existing county library and senior center facilities.

Wasatch County anticipates selecting one of the responding firms, but there is no guarantee that any responding firm will be selected. Selection of a firm will be based upon the review of the submitted materials. The County reserves the right to reject any and all submissions.

Responses to this RFP should include details about qualifications and related experience as described herein. Responses should also include a description of the recommended methods for communicating with the county, library, and senior center administration and elected officials. Wasatch County intends to compare and evaluate all qualifying submittals and select the most qualified firm based on proposal content and the proposer's responsiveness to the proposal.

### GENERAL PROVISIONS

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1. Wasatch County will award a contract in reliance upon the information contained in proposals submitted in response to the RFP. Wasatch County will be legally bound only when and if there is a signed agreement entered into between Wasatch County and the awarded Proposer.
2. It is vitally important that any person who signs an application or agreement on behalf of a respondent certifies that he or she has the authority to so act. The proposer who has their application accepted may be required to answer further questions and provide further clarification of its proposal and responses.
3. Receiving this RFP or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this RFP. Wasatch County shall have no liability to any person or entity under or in connection with this RFP, unless and until Wasatch County and such person have executed and entered into an agreement pursuant to the terms of this RFP.
4. By responding to this RFP each responding party acknowledges that neither Wasatch County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this RFP. The responding party further agrees that neither Wasatch County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this RFP process or the use of the information contained in this RFP. Only the terms and conditions contained in an agreement when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the respondent in any manner as having any legal effect whatsoever.

### SCOPE OF WORK

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The selected firm must be available to Wasatch County on an ongoing and as needed basis to perform services in conjunction and under the direction of the County Council. In responding to the RFP, the selected firm must describe its methodology for providing the services described in the following section.

1. Research, data collection and market analysis
  - a. Meet with the library and senior center departments to confirm objectives and gather information necessary to project future needs of county facilities.

# **HANDOUT #7**

## **CONTINUED**

- b. Review existing facilities including functions, programs, services, organizational structure, and other identified project drivers.
- c. Determine demands for future programs, services, and facility needs.
- d. Interface with county staff and elected officials to evaluate and prioritize facility needs and objectives.
- e. Coordinate all efforts with a project steering committee.

### **2. Facility Program & Cost analysis**

- a. Research space needs, facility efficiencies, and improvements of functional, operation and spatial relations.
- b. Determine size and space allocation requirements for each program component area to meet current and future demands. Tabulate data and develop narratives to quantify and describe the physical, functional, and operational parameters.
- c. Determine overall building size, required acreage for building footprint, parking, and surrounding site amenities.
- d. Research, tabulate and project square foot costs for construction and operation. Analyze building systems performance and operational efficiencies.

### **3. Conceptual layout and building design**

- a. Develop function, diagrammatic floor plan layouts, illustrating spatial relationships and proximities, flow and circulation patterns, and demonstrating issues of scale and physical relationship for both building and site.
- b. Develop presentation quality conceptual graphic representations and renderings, and present findings to county staff and elected officials for additional input and feedback.

### **4. Final Study Report**

- a. Provide a written, bound report to present all material developed during the study in an understandable and usable format. The final product should include the analysis from all of the above activities, including written evaluations, data, conceptual drawings, and findings.
- b. Include recommendations for "next steps" and evaluate possible timelines for implementation
- c. Provide an executive summary of key elements.

# HANDOUT #7

## CONTINUED

- d. Coordinate all efforts with a project steering committee.

### PROPOSAL REQUIREMENTS

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1. Application Materials will be accepted via email until 4:00 pm on October 29, 2025. Submissions, correspondence, questions, or clarifications should be directed to:  
Dustin Grabau  
[dgrabau@wasatch.utah.gov](mailto:dgrabau@wasatch.utah.gov)
2. Submissions should include the following:
  - a. Resumes and other materials outlining the qualifications of those providing the services including availability.
  - b. A brief, detailed description of prior services and supporting documentation to demonstrate the applicant's ability to provide the services described in the scope of work.
  - c. Estimated cost of providing the services outlined in the scope of work. Estimated monthly cost for expected regular items and pro-rata or fee-based rates for any as needed items. Fees stated shall be for an assumed 120-day term of the agreement.

### EVALUATION CRITERIA

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Wasatch County will utilize the following in selecting a firm:

1. Competence to perform the services as reflected by technical training and education, and direct experience in providing the services outlined herein. (30% score rating)
2. The firm's history of effective management for similar services. (30% score rating)
3. The "best value" cost of the offered services. (30% score rating)
4. Familiarity with Wasatch County and related project experience. (10% score rating)

Oral interviews may be requested with one or more prospective firms. The decisions of the county's selection committee shall be final and conclusive. This RFP will be awarded to the highest scoring, responsive and responsible vendor meeting the stated requirements.