



NOTICE OF REGULAR MEETING OF THE LIBRARY BOARD

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 November 13, 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. **#2025-1127. Approval of Minutes — September 11th, 2025** - presented by *Joshua Johnson, Director, Library*
2. **#2025-1065. Ratification of Expenditures — August & September 2025** - presented by *Joshua Johnson, Director, Library*
3. **#2025-1125. Ratification of Donations to the Davis County Library** - presented by *Joshua Johnson, Director, Library*
4. **#2025-1104. Ratification of Low Dollar Contracts signed by the Director** - presented by *Joshua Johnson, Director, Library*

Financial Information:

- Type: Payable
- Amount: \$5,225.00

Terms:

- Beginning Date: 8/4/2025
- Ending Date: 11/17/2025

5. **#2025-1081. Ratification of a Memorandum of Agreement With Utah State Library for access to the Overdrive Beehive Library Consortium** - presented by *Ellen Peterson, Deputy Director, Library*

Financial Information:

- Type: Payable
- Amount: \$122,640.39

Terms:

- Beginning Date: 01/01/2026
- Ending Date: 12/31/2026

6. **#2025-1124. Approval of Proposed 2026 Holiday Closures** - presented by *Joshua Johnson, Director,*

Library

7. **#2025-1126. Approval of Proposed 2026 Board Meeting Schedule** - *presented by Joshua Johnson, Director, Library*

INFORMATION & DISCUSSION ITEMS

8. **#2025-960. 2026 Tentative Budget** - *presented by Joshua Johnson, Director, Library*
9. **#2025-1213. South End Construction Update** - *presented by Joshua Johnson, Director, Library*

ADJOURNMENT

LIBRARY BOARD MINUTES

Library Board Meeting Minutes Thursday, November 13, 2025

The Davis County Library Board met for their regularly scheduled meeting at 1:00 PM on November 13, 2025, at the Library Headquarters Staff Conference Room.

PRESENT

Ryan Nilsen, Vice Chair
Jessica Groves
Justin Wright
Commissioner Lorene Kamalu
Rosalie Taylor
Sara Reed (joined electronically)
Josh Johnson, Director

GUESTS

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

WELCOME

Vice Chair Ryan Nilsen welcomed the Board and called the meeting to order at 1:03 pm.

PUBLIC COMMENTS

There were no public comments.

ACTION ITEMS

1. **#2025-1127. Approval of Minutes — September 11th, 2025** - presented by *Joshua Johnson, Director, Library*

The minutes from September 11th, 2025 were presented for review.

Jessica Groves moved to approve the September 11th, 2025 minutes. Justin Wright seconded the motion. The motion was unanimously carried.

2. **#2025-1065. Ratification of Expenditures — August & September 2025** - presented by *Joshua Johnson, Director, Library*

Josh presented the expenditures for August & September 2025, There were no questions on the expenditures.

Justin Wright moved to approve the August & September 2025 expenditures. Rosalie Taylor seconded the motion. The motion was unanimously carried.

3. **#2025-1125. Ratification of Donations to the Davis County Library** - presented by *Joshua Johnson, Director, Library*

Josh presented the 2025 Quarter 3 donations totaling \$2,724.38 to the Board. Josh explained that not all donated items end up in the collection. Many end up at booksale or are discarded. Rosalie Taylor asked if the booksale items on the booksale carts in branches are donations. Josh explained that the booksale carts do include donated items. Ryan Nilsen asked if an item is still included on the donation list if the item is discarded. Josh explained the item is still reflected in the list. Rosalie asked if the library provides a receipt to the patron when they donate. Josh said that yes, the library provides a receipt with the number of items, but

not the monetary amount.

Rosalie Taylor moved to ratify the Donations to the Davis County Library. Jessica Groves seconded the motion. The motion was unanimously carried.

4. #2025-1104. Ratification of Low Dollar Contracts signed by the Director - presented by Joshua Johnson, Director, Library

Financial Information:

- Type: Payable
- Amount: \$5,225.00

Terms:

- Beginning Date: 8/4/2025
- Ending Date: 11/17/2025

Josh presented the Low Dollar contracts to the Board.

Commissioner Kamalu joined in person.

Lorene Kamalu moved to ratify the Low Dollar Contracts. Justin Wright seconded the motion. The motion was unanimously carried.

5. #2025-1081. Ratification of a Memorandum of Agreement With Utah State Library for access to the Overdrive Beehive Library Consortium - presented by Ellen Peterson, Deputy Director, Library

Financial Information:

- Type: Payable
- Amount: \$122,640.39

Terms:

- Beginning Date: 01/01/2026
- Ending Date: 12/31/2026

Ellen presented the Memo of Agreement to the Board. The formula that the State Library uses to determine cost is based on usage. Davis County has the heaviest amount of usage in the Consortium, with more than one million digital checkouts in 2024, which is why the cost has increased. Previously, the Library would get back 25% of the total cost to purchase Advantage titles for Davis County patrons. The other 75% went towards items that the State purchased for the Consortium without a Davis County advantage. Ellen explained that Josh worked with the State Library Director to find a solution that was more fair to our patrons. Because of this, in 2026 50% of the total amount paid by the County will come back to us to purchase Advantage titles and 50% will go towards state-purchased items.

Ryan Nilsen asked which expense category Ebooks come out of. Josh told him it was the Books and Materials line. Ryan Nilsen asked what percentage in the Books and Materials budget line goes towards audiobooks. Ellen said it was almost 50 percent.

Jessica Groves moved to ratify the agreement with the Utah State Library for access to the Overdrive Beehive Library Consortium. Justin Wright seconded the motion. The motion was unanimously carried.

6. #2025-1124. Approval of Proposed 2026 Holiday Closures - presented by Joshua Johnson, Director, Library

Josh presented the proposed holiday closures for 2026. He explained that the Library follows the county's holiday schedule. Ryan Nilsen asked why July 3rd was on the schedule and not July 4th. Discussion ensued. Josh recommended the Board include July fourth in the proposed closures.

Rosalie Taylor moved to approve the proposed 2026 Holiday Closures with the addition of July 4th. Justin Wright seconded the motion. The motion was unanimously carried.

7. #2025-1126. Approval of Proposed 2026 Board Meeting Schedule - presented by Joshua Johnson, Director, Library

Josh presented the proposed Board meeting schedule for 2026. Jessica Groves mentioned one of the dates had an incorrect year listed. Josh said that would be corrected.

Jessica Groves moved to approve the 2026 Board Meeting Schedule. Rosalie Taylor seconded the motion. The

motion was unanimously carried.

INFORMATION & DISCUSSION ITEMS

8. #2025-960. 2026 Tentative Budget - *presented by Joshua Johnson, Director, Library*

Josh presented the 2026 tentative budget to the Board. A few of the upcoming projects for 2026 include the Bountiful Branch renovation, a feasibility study for both Layton and Centerville branches, alternative methods to staffing to improve patron service, and increased marketing and outreach initiatives.

9. #2025-1213. South End Construction Update - *presented by Joshua Johnson, Director, Library*

Lynnette Mills updated the Board on the South End Construction. Lynnette told the Board that the project is currently trending on budget. The contractor has been selected, and the contract will be going through the Commission for approval in the next few weeks. The county has tentatively reached out regarding a lease for a temporary location, with the goal of having the temporary location ready to open in the first quarter of 2026.

Rosalie Taylor asked if there would be one or two off-site locations. Lynnette explained that the Library hoped to have two, but it currently looks like the budget will only allow one site. Rosalie Taylor asked where the site the Library has decided on is. Lynnette told the Board it is located in Bountiful.

ADJOURNMENT

The Board adjourned at 2:13 pm.

Davis County
YEAR-TO-DATE BUDGET REPORT

FOR 2025 08

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
23 LIBRARY SERVICES							

2310580 LIBRARY

2310580 410000 CURRENT PROPERTY TA	-9,135,541	-9,135,541	-671,485.00	-16,882.57	.00	-8,464,056.00	7.4%*
2310580 411000 REGISTERED PERSONAL	-681,540	-681,540	-366,748.03	-41,310.81	.00	-314,792.00	53.8%*
2310580 420000 PRIOR YEARS TAXES	-100,259	-100,259	-98,977.91	-2,841.71	.00	-1,281.09	98.7%*
2310580 420001 PENALTY/INTEREST	0	0	-19,371.04	-429.17	.00	19,371.04	100.0%
2310580 422101 A&C PENALTY/INTERES	-55,956	-55,956	.00	.00	.00	-55,956.00	.0%*
2310580 452050 PROMOTIONAL SALES	0	0	-2,860.48	-457.78	.00	2,860.48	100.0%
2310580 460000 FINES & FORFEITURES	-50,000	-50,000	-56,086.71	-7,609.20	.00	6,086.71	112.2%
2310580 472300 STATE REIMBURSEMENT	-45,000	-45,000	-49,461.51	.00	.00	4,461.51	109.9%
2310580 472600 FEDERAL GRANTS	-3,000	-3,000	.00	.00	.00	-3,000.00	.0%*
2310580 480000 INTEREST EARNINGS	-114,000	-114,000	-153,628.11	-13,814.34	.00	39,628.11	134.8%
2310580 493000 CONTRIBUTION-PRIVAT	0	0	-148.60	-68.00	.00	148.60	100.0%
2310580 495100 SUNDY REVENUE	-5,000	-5,000	-9,135.60	-669.95	.00	4,135.60	182.7%
TOTAL UNDEFINED ROLLUP CODE	-10,190,296	-10,190,296	-1,427,902.99	-84,083.53	.00	-8,762,393.04	14.0%

1P580 LIBRARY PAYROLL

2310580 510110 PAYROLL	5,018,909	5,018,909	2,882,939.56	348,804.24	.00	2,135,969.51	57.4%
2310580 510111 TRAVEL PAY	16,030	16,030	11,097.72	1,233.08	.00	4,932.32	69.2%
2310580 510115 TAXABLE INCENTIVES	0	0	261.58	28.99	.00	-261.58	100.0%*
2310580 510117 OVERTIME	0	0	164.19	67.74	.00	-164.19	100.0%*
2310580 520130 BENEFITS	0	0	357.07	.00	.00	-357.07	100.0%*
2310580 520131 PAYROLL TAXES	385,468	385,468	229,015.81	25,970.64	.00	156,452.05	59.4%
2310580 520132 WORKERS COMP	9,424	9,424	7,345.94	831.48	.00	2,078.29	77.9%
2310580 520133 INSURANCE	576,658	576,658	380,753.88	41,041.50	.00	195,903.93	66.0%
2310580 520134 RETIREMENT	544,595	544,595	394,498.57	42,930.81	.00	150,096.67	72.4%
2310580 520135 COMMUNICATIONS ALLO	3,420	3,420	2,367.90	263.10	.00	1,052.40	69.2%
TOTAL LIBRARY PAYROLL	6,554,505	6,554,505	3,908,802.22	461,171.58	.00	2,645,702.33	59.6%

20580 LIBRARY OPERATING

2310580 530225 PROMOTIONAL MATERIA	50,000	50,000	2,386.78	.00	.00	47,613.22	4.8%
2310580 530623 CITIZEN PROGRAMS	53,000	53,000	31,372.61	1,003.67	.00	21,627.39	59.2%
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 08

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	28,000	7,737.02	2,951.73	.00	20,262.98	27.6%
2310580 540271	FOOD BUSINESS	2,500	2,500	.00	.00	.00	2,500.00	.0%
2310580 540272	EMPLOYEE AWARDS	6,000	6,000	783.70	262.90	.00	5,216.30	13.1%
2310580 540450	UNIFORMS/LINENS	3,500	3,500	.00	.00	.00	3,500.00	.0%
2310580 540610	MISC SUPPLIES	18,000	18,000	4,931.23	.00	.00	13,068.77	27.4%
2310580 540612	BOOKS AND MATERIALS	1,000,000	1,000,000	670,537.24	55,748.40	5,518.80	323,943.96	67.6%
2310580 540643	COMPUTER EQUIP	76,900	86,900	78,370.27	.00	902.00	7,627.73	91.2%
2310580 540666	CONTINGENCY	7,500	7,500	.00	.00	.00	7,500.00	.0%
2310580 540690	EQUIPMENT	25,000	25,000	2,561.05	346.61	.00	22,438.95	10.2%
2310580 540691	SOFTWARE	11,050	11,050	7,860.00	.00	.00	3,190.00	71.1%
2310580 542240	OFFICE SUPPLIES	40,000	50,000	24,722.98	932.12	.00	25,277.02	49.4%
2310580 542243	POSTAGE	20,000	27,000	17,313.39	351.50	.00	9,686.61	64.1%
2310580 545536	BANK CHARGES	0	0	813.46	126.76	.00	-813.46	100.0%*
2310580 548230	TRAVEL/EDUC& TRNG	18,000	18,000	11,773.67	.00	.00	6,226.33	65.4%
2310580 548231	MILEAGE/LOCAL TRAVE	4,500	4,500	1,075.34	448.70	.00	3,424.66	23.9%
2310580 548330	EDUCATION & TRAININ	3,000	3,000	244.08	30.00	.00	2,755.92	8.1%
2310580 550620	MISC SERVICES	25,000	13,000	187.15	187.15	.00	12,812.85	1.4%
2310580 555265	SOFTWARE MAINTENANC	128,183	113,183	118,134.50	2,986.00	16,700.00	-21,651.50	119.1%*
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	31,222.87	.00	.00	6,077.13	83.7%
2310580 560252	EQUIP REP/CONTRACTS	500	500	.00	.00	.00	500.00	.0%
2310580 560260	BLDG & GRND MAINT	28,000	43,000	697.00	.00	.00	42,303.00	1.6%
2310580 562280	TELEPHONE	4,000	4,000	689.51	8.45	.00	3,310.49	17.2%
2310580 564253	VEHICLE SERVICE	3,500	3,500	1,144.42	200.61	.00	2,355.58	32.7%
2310580 564258	GASOLINE	0	0	1,379.91	185.95	.00	-1,379.91	100.0%*
TOTAL LIBRARY OPERATING		1,635,313	1,633,313	1,026,704.18	65,770.55	23,120.80	583,488.02	64.3%

3C580 LIBRARY CAPITAL

2310580 640740	EQUIPMENT	0	-10,000	.00	.00	.00	-10,000.00	.0%*
2310580 640743	COMPUTER EQUIPMENT	44,000	56,000	.00	.00	40,732.50	15,267.50	72.7%
TOTAL LIBRARY CAPITAL		44,000	46,000	.00	.00	40,732.50	5,267.50	88.5%

4A580 LIBRARY ALLOCATIONS

2310580 590910	TRANSFER OUT	4,591,600	4,591,600	741,450.00	425,650.00	.00	3,850,150.00	16.1%
2310580 590920	TELEPHONE ALLOCATIO	29,898	29,898	19,932.16	2,491.52	.00	9,966.10	66.7%
2310580 590922	EMAIL ALLOCATION	19,980	19,980	13,320.00	1,665.00	.00	6,660.00	66.7%

Davis County
YEAR-TO-DATE BUDGET REPORT

FOR 2025 08

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	6,355.92	794.49	.00	3,178.08	66.7%
2310580 590930	INSURANCE ALLOCATIO	112,753	112,753	75,168.96	9,396.12	.00	37,584.04	66.7%
2310580 590936	WATER ALLOCATION	26,900	26,900	14,495.84	956.45	.00	12,404.16	53.9%
2310580 590937	GAS ALLOCATION	31,000	31,000	19,605.67	280.51	.00	11,394.33	63.2%
2310580 590938	ELECTRICITY ALLOCAT	130,000	130,000	94,793.92	11,346.23	.00	35,206.08	72.9%
2310580 590939	CONTRACT ALLOCATION	240,050	240,050	143,992.41	19,073.30	63,864.91	32,192.76	86.6%
2310580 590940	MAINTENANCE ALLOCAT	478,180	478,180	318,786.80	39,848.35	.00	159,393.44	66.7%
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	1,673,821.30	511,501.97	63,864.91	4,158,128.99	29.5%
TOTAL LIBRARY		3,939,337	3,939,337	5,181,424.71	954,360.57	127,718.21	-1,369,806.20	134.8%
TOTAL LIBRARY SERVICES		3,939,337	3,939,337	5,181,424.71	954,360.57	127,718.21	-1,369,806.20	134.8%
TOTAL REVENUES	-10,190,296	-10,190,296	-1,427,902.99	-84,083.53	.00	-8,762,393.04		
TOTAL EXPENSES	14,129,633	14,129,633	6,609,327.70	1,038,444.10	127,718.21	7,392,586.84		

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	3,939,337	3,939,337	5,181,424.71	954,360.57	127,718.21	-1,369,806.20	134.8%

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

Davis County
YEAR-TO-DATE BUDGET REPORT

FOR 2025 08

ACCOUNTS FOR:	LIBRARY	CAPITAL	PROJECTS	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
4810952 BOUNTIFUL BRANCH										
4810952 480000	INTEREST EARNINGS			0	0	-22,807.51	-22,791.14	.00	22,807.51	100.0%
4810952 492000	BONDS PROCEEDS			-6,000,000	-6,000,000	-6,043,000.00	.00	.00	43,000.00	100.7%
TOTAL UNDEFINED ROLLUP CODE				-6,000,000	-6,000,000	-6,065,807.51	-22,791.14	.00	65,807.51	101.1%
3C751 2024 STAX LIBRARY-SOUTH										
4810952 580800	BOND ISSUANCE COSTS			0	0	42,650.00	.00	.00	-42,650.00	100.0%*
TOTAL 2024 STAX LIBRARY-SOUTH				0	0	42,650.00	.00	.00	-42,650.00	100.0%
3C952 SOUTH BRANCH - CAPITAL										
4810952 600701	ARCHITECT			529,200	529,200	30,441.50	.00	295,808.50	202,950.00	61.6%
4810952 600702	CONSTRUCTION			5,880,000	5,880,000	.00	.00	38,000.00	5,842,000.00	.6%
4810952 600703	CONTINGENCY			588,000	588,000	1,500.00	.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	31,941.50	.00	333,808.50	7,397,530.00	4.7%
TOTAL BOUNTIFUL BRANCH				1,763,280	1,763,280	-5,991,216.01	-22,791.14	333,808.50	7,420,687.51	-320.8%
TOTAL LIBRARY CAPITAL PROJECTS				1,763,280	1,763,280	-5,991,216.01	-22,791.14	333,808.50	7,420,687.51	-320.8%
TOTAL REVENUES				-6,000,000	-6,000,000	-6,065,807.51	-22,791.14	.00	65,807.51	
TOTAL EXPENSES				7,763,280	7,763,280	74,591.50	.00	333,808.50	7,354,880.00	



Connects. You.

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	1,763,280	1,763,280	-5,991,216.01	-22,791.14	333,808.50	7,420,687.51	-320.8%

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

Davis County
YEAR-TO-DATE BUDGET REPORT

FOR 2025 08

ACCOUNTS FOR: 48 LIBRARY CAPITAL PROJECTS	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
<u>4810950 CAP - LIBRARY</u>							
4810950 480000 INTEREST EARNINGS	-141,000	-141,000	-107,538.71	-13,338.23	.00	-33,461.29	76.3%*
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	-107,538.71	-13,338.23	.00	-3,533,461.29	3.0%
<u>20950 CAP - LIBRARY OPERATING</u>							
4810950 560260 BLDG & GRND MAINT	67,000	67,000	25,328.70	.00	.00	41,671.30	37.8%
TOTAL CAP - LIBRARY OPERATING	67,000	67,000	25,328.70	.00	.00	41,671.30	37.8%
<u>3C950 CAP - LIBRARY CAPITAL</u>							
4810950 620720 BLDG IMPROVEMENTS	90,000	292,812	39,395.32	18,721.07	98,897.16	154,519.52	47.2%
TOTAL CAP - LIBRARY CAPITAL	90,000	292,812	39,395.32	18,721.07	98,897.16	154,519.52	47.2%
TOTAL CAP - LIBRARY	-3,484,000	-3,281,188	-42,814.69	5,382.84	98,897.16	-3,337,270.47	-1.7%
TOTAL LIBRARY CAPITAL PROJECTS	-3,484,000	-3,281,188	-42,814.69	5,382.84	98,897.16	-3,337,270.47	-1.7%
TOTAL REVENUES	-3,641,000	-3,641,000	-107,538.71	-13,338.23	.00	-3,533,461.29	
TOTAL EXPENSES	157,000	359,812	64,724.02	18,721.07	98,897.16	196,190.82	



Connects. You.

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	-3,484,000	-3,281,188	-42,814.69	5,382.84	98,897.16	-3,337,270.47	-1.7%

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

**Davis County
YEAR-TO-DATE BUDGET REPORT**

FOR 2025 09

ACCOUNTS FOR: 23 LIBRARY SERVICES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2310580 LIBRARY							
2310580 410000 CURRENT PROPERTY TA	-9,135,541	-9,135,541	-868,777.47	-197,292.47	.00	-8,266,763.53	9.5%*
2310580 411000 REGISTERED PERSONAL	-681,540	-681,540	-408,718.12	-41,970.09	.00	-272,821.91	60.0%*
2310580 420000 PRIOR YEARS TAXES	-100,259	-100,259	-109,903.08	-10,925.17	.00	9,644.08	109.6%
2310580 420001 PENALTY/INTEREST	0	0	-20,220.90	-849.86	.00	20,220.90	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	-3,597.98	-737.50	.00	3,597.98	100.0%
2310580 460000 FINES & FORFEITURES	-50,000	-50,000	-63,111.96	-7,025.25	.00	13,111.96	126.2%
2310580 472300 STATE REIMBURSEMENT	-45,000	-45,000	-49,461.51	.00	.00	4,461.51	109.9%
2310580 472600 FEDERAL GRANTS	-3,000	-3,000	.00	.00	.00	-3,000.00	.0%*
2310580 480000 INTEREST EARNINGS	-114,000	-114,000	-163,389.31	-9,761.20	.00	49,389.31	143.3%
2310580 493000 CONTRIBUTION-PRIVAT	0	0	-167.10	-18.50	.00	167.10	100.0%
2310580 495100 SUNDY REVENUE	-5,000	-5,000	-9,690.75	-555.14	.00	4,690.75	193.8%
TOTAL UNDEFINED ROLLUP CODE	-10,190,296	-10,190,296	-1,697,038.18	-269,135.18	.00	-8,493,257.85	16.7%
1P580 LIBRARY PAYROLL							
2310580 510110 PAYROLL	5,018,909	5,018,909	3,227,652.60	344,713.04	.00	1,791,256.47	64.3%
2310580 510111 TRAVEL PAY	16,030	16,030	12,330.80	1,233.08	.00	3,699.24	76.9%
2310580 510115 TAXABLE INCENTIVES	0	0	286.43	24.85	.00	-286.43	100.0%*
2310580 510117 OVERTIME	0	0	164.19	.00	.00	-164.19	100.0%*
2310580 520130 BENEFITS	0	0	357.07	.00	.00	-357.07	100.0%*
2310580 520131 PAYROLL TAXES	385,468	385,468	254,663.78	25,647.97	.00	130,804.08	66.1%
2310580 520132 WORKERS COMP	9,424	9,424	8,171.58	825.64	.00	1,252.65	86.7%
2310580 520133 INSURANCE	576,658	576,658	421,794.69	41,040.81	.00	154,863.12	73.1%
2310580 520134 RETIREMENT	544,595	544,595	437,367.61	42,869.04	.00	107,227.63	80.3%
2310580 520135 COMMUNICATIONS ALLO	3,420	3,420	2,631.00	263.10	.00	789.30	76.9%
TOTAL LIBRARY PAYROLL	6,554,505	6,554,505	4,365,419.75	456,617.53	.00	2,189,084.80	66.6%
20580 LIBRARY OPERATING							
2310580 530225 PROMOTIONAL MATERIA	50,000	50,000	2,386.78	.00	.00	47,613.22	4.8%
2310580 530623 CITIZEN PROGRAMS	53,000	53,000	32,466.89	1,094.28	.00	20,533.11	61.3%
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 09

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	28,000	8,701.99	964.97	.00	19,298.01	31.1%
2310580 540271	FOOD BUSINESS	2,500	2,500	.00	.00	.00	2,500.00	.0%
2310580 540272	EMPLOYEE AWARDS	6,000	6,000	869.85	86.15	.00	5,130.15	14.5%
2310580 540450	UNIFORMS/LINENS	3,500	3,500	.00	.00	.00	3,500.00	.0%
2310580 540610	MISC SUPPLIES	18,000	18,000	5,147.93	216.70	.00	12,852.07	28.6%
2310580 540612	BOOKS AND MATERIALS	1,000,000	1,000,000	738,049.90	67,512.66	3,463.67	258,486.43	74.2%
2310580 540643	COMPUTER EQUIP	76,900	86,900	80,992.54	2,622.27	.00	5,907.46	93.2%
2310580 540666	CONTINGENCY	7,500	7,500	.00	.00	.00	7,500.00	.0%
2310580 540690	EQUIPMENT	25,000	25,000	2,561.05	.00	.00	22,438.95	10.2%
2310580 540691	SOFTWARE	11,050	11,050	7,860.00	.00	.00	3,190.00	71.1%
2310580 542240	OFFICE SUPPLIES	40,000	50,000	34,009.25	9,286.27	.00	15,990.75	68.0%
2310580 542243	POSTAGE	20,000	27,000	22,453.39	5,140.00	.00	4,546.61	83.2%
2310580 545536	BANK CHARGES	0	0	935.85	122.39	.00	-935.85	100.0%*
2310580 548230	TRAVEL/EDUC& TRNG	18,000	18,000	12,038.47	264.80	.00	5,961.53	66.9%
2310580 548231	MILEAGE/LOCAL TRAVE	4,500	4,500	1,265.04	189.70	.00	3,234.96	28.1%
2310580 548330	EDUCATION & TRAININ	3,000	3,000	244.08	.00	.00	2,755.92	8.1%
2310580 550620	MISC SERVICES	25,000	13,000	187.15	.00	.00	12,812.85	1.4%
2310580 555265	SOFTWARE MAINTENANC	128,183	173,183	121,684.50	3,550.00	13,150.00	38,348.50	77.9%
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	31,423.28	200.41	.00	5,876.72	84.2%
2310580 560252	EQUIP REP/CONTRACTS	500	500	.00	.00	.00	500.00	.0%
2310580 560260	BLDG & GRND MAINT	28,000	-17,000	697.00	.00	.00	-17,697.00	-4.1%*
2310580 562280	TELEPHONE	4,000	4,000	787.88	98.37	.00	3,212.12	19.7%
2310580 564253	VEHICLE SERVICE	3,500	3,500	1,657.22	512.80	.00	1,842.78	47.3%
2310580 564258	GASOLINE	0	0	1,625.11	245.20	.00	-1,625.11	100.0%*
TOTAL LIBRARY OPERATING		1,635,313	1,633,313	1,118,811.15	92,106.97	16,613.67	497,888.18	69.5%

3C580 LIBRARY CAPITAL

2310580 640740	EQUIPMENT	0	-10,000	.00	.00	.00	-10,000.00	.0%*
2310580 640743	COMPUTER EQUIPMENT	44,000	56,000	.00	.00	40,732.50	15,267.50	72.7%
TOTAL LIBRARY CAPITAL		44,000	46,000	.00	.00	40,732.50	5,267.50	88.5%

4A580 LIBRARY ALLOCATIONS

2310580 590910	TRANSFER OUT	4,591,600	4,591,600	861,600.00	120,150.00	.00	3,730,000.00	18.8%
2310580 590920	TELEPHONE ALLOCATIO	29,898	29,898	22,423.68	2,491.52	.00	7,474.58	75.0%
2310580 590922	EMAIL ALLOCATION	19,980	19,980	14,985.00	1,665.00	.00	4,995.00	75.0%

Davis County
YEAR-TO-DATE BUDGET REPORT

FOR 2025 09

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	7,150.41	794.49	.00	2,383.59	75.0%	
2310580 590930	INSURANCE ALLOCATIO	112,753	112,753	84,565.08	9,396.12	.00	28,187.92	75.0%	
2310580 590936	WATER ALLOCATION	26,900	26,900	16,373.30	1,877.46	.00	10,526.70	60.9%	
2310580 590937	GAS ALLOCATION	31,000	31,000	19,922.05	316.38	.00	11,077.95	64.3%	
2310580 590938	ELECTRICITY ALLOCAT	130,000	130,000	113,723.62	18,929.70	.00	16,276.38	87.5%	
2310580 590939	CONTRACT ALLOCATION	240,050	240,050	152,571.03	8,578.62	63,864.91	23,614.14	90.2%	
2310580 590940	MAINTENANCE ALLOCAT	478,180	478,180	358,635.15	39,848.35	.00	119,545.09	75.0%	
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	1,877,868.94	204,047.64	63,864.91	3,954,081.35	32.9%
TOTAL LIBRARY			3,939,337	3,939,337	5,665,061.66	483,636.96	121,211.08	-1,846,936.02	146.9%
TOTAL LIBRARY SERVICES			3,939,337	3,939,337	5,665,061.66	483,636.96	121,211.08	-1,846,936.02	146.9%
TOTAL REVENUES	-10,190,296	-10,190,296	-1,697,038.18	-269,135.18	.00	-8,493,257.85			
TOTAL EXPENSES	14,129,633	14,129,633	7,362,099.84	752,772.14	121,211.08	6,646,321.83			

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	3,939,337	3,939,337	5,665,061.66	483,636.96	121,211.08	-1,846,936.02	146.9%

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

Davis County
 YEAR-TO-DATE BUDGET REPORT

FOR 2025 09

ACCOUNTS FOR: 48 LIBRARY CAPITAL PROJECTS	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
4810950 CAP - LIBRARY							
4810950 480000 INTEREST EARNINGS	-141,000	-141,000	-143,389.29	-35,850.58	.00	2,389.29	101.7%
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	-143,389.29	-35,850.58	.00	-3,497,610.71	3.9%
20950 CAP - LIBRARY OPERATING							
4810950 560260 BLDG & GRND MAINT	67,000	67,000	25,328.70	.00	.00	41,671.30	37.8%
TOTAL CAP - LIBRARY OPERATING	67,000	67,000	25,328.70	.00	.00	41,671.30	37.8%
3C950 CAP - LIBRARY CAPITAL							
4810950 620720 BLDG IMPROVEMENTS	90,000	292,812	39,696.07	300.75	98,596.41	154,519.52	47.2%
TOTAL CAP - LIBRARY CAPITAL	90,000	292,812	39,696.07	300.75	98,596.41	154,519.52	47.2%
TOTAL CAP - LIBRARY	-3,484,000	-3,281,188	-78,364.52	-35,549.83	98,596.41	-3,301,419.89	-.6%
TOTAL LIBRARY CAPITAL PROJECTS	-3,484,000	-3,281,188	-78,364.52	-35,549.83	98,596.41	-3,301,419.89	-.6%
TOTAL REVENUES	-3,641,000	-3,641,000	-143,389.29	-35,850.58	.00	-3,497,610.71	
TOTAL EXPENSES	157,000	359,812	65,024.77	300.75	98,596.41	196,190.82	

Davis County
YEAR-TO-DATE BUDGET REPORT

FOR 2025 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	-3,484,000	-3,281,188	-78,364.52	-35,549.83	98,596.41	-3,301,419.89	-.6%

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

Davis County
YEAR-TO-DATE BUDGET REPORT

FOR 2025 09

ACCOUNTS FOR: 48 LIBRARY CAPITAL PROJECTS	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
4810952 BOUNTIFUL BRANCH							
4810952 480000 INTEREST EARNINGS	0	0	-22,809.06	-1.55	.00	22,809.06	100.0%
4810952 492000 BONDS PROCEEDS	-6,000,000	-6,000,000	-6,043,000.00	.00	.00	43,000.00	100.7%
TOTAL UNDEFINED ROLLUP CODE	-6,000,000	-6,000,000	-6,065,809.06	-1.55	.00	65,809.06	101.1%
3C751 2024 STAX LIBRARY-SOUTH							
4810952 580800 BOND ISSUANCE COSTS	0	0	42,650.00	.00	.00	-42,650.00	100.0%*
TOTAL 2024 STAX LIBRARY-SOUTH	0	0	42,650.00	.00	.00	-42,650.00	100.0%
3C952 SOUTH BRANCH - CAPITAL							
4810952 600701 ARCHITECT	529,200	529,200	35,879.00	5,437.50	268,621.00	224,700.00	57.5%
4810952 600702 CONSTRUCTION	5,880,000	5,880,000	12,500.00	12,500.00	25,500.00	5,842,000.00	.6%
4810952 600703 CONTINGENCY	588,000	588,000	1,500.00	.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	49,879.00	17,937.50	294,121.00	7,419,280.00	4.4%
TOTAL BOUNTIFUL BRANCH	1,763,280	1,763,280	-5,973,280.06	17,935.95	294,121.00	7,442,439.06	-322.1%
TOTAL LIBRARY CAPITAL PROJECTS	1,763,280	1,763,280	-5,973,280.06	17,935.95	294,121.00	7,442,439.06	-322.1%
TOTAL REVENUES	-6,000,000	-6,000,000	-6,065,809.06	-1.55	.00	65,809.06	
TOTAL EXPENSES	7,763,280	7,763,280	92,529.00	17,937.50	294,121.00	7,376,630.00	

Davis County
YEAR-TO-DATE BUDGET REPORT

FOR 2025 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	1,763,280	1,763,280	-5,973,280.06	17,935.95	294,121.00	7,442,439.06	-322.1%

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

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Library
Presenter: Joshua Johnson, Director
Agenda Item: Approval of Donations to the Davis County Library

Financial Information:

- Type: Receivable
- Amount: \$2,724.38

Terms:

- Beginning Date: 07/01/2025
- Ending Date: 09/30/2025

Additional Financial Terms:

- GL Account Number: N/A
- Davis County Match: No
- Additional Financial Information: N/A

Attachments:

1. Quarter 3 Library Donations

2025-1103

Submitted by: Jennifer Tankersley, Confidential Admin Ast. Library
Requested meeting date: 10/14/2025

This page has been added for processing purposes & is not a part of the following legal document.

Davis County Library - Quarterly Donation Log July - Sept 2025

Branch	Date	Patron name	Estimated value donation
Bountiful	7/1/2025	Anonymous	\$16.75
Bountiful	7/1/2025	Anonymous	\$17.25
Bountiful	7/1/2025	Anonymous	\$3.00
Kaysville	7/3/2025	Anonymous	\$1.25
Bountiful	7/3/2025	Anonymous	\$0.25
Layton	7/3/2025	Anonymous	\$22.50
Bountiful	7/5/2025	Anonymous	\$53.50
Layton	7/5/2025	Anonymous	\$1.75
Clearfield	7/8/2025	Anonymous	\$0.25
Clearfield	7/8/2025	Anonymous	\$5.75
Bountiful	7/8/2025	Anonymous	\$18.00
Kaysville	7/8/2025	Anonymous	\$0.75
Clearfield	7/8/2025	Anonymous	\$5.00
Clearfield	7/9/2025	Anonymous	\$1.50
Layton	7/9/2025	Anonymous	\$6.00
Layton	7/10/2025	Anonymous	\$3.75
Clearfield	7/10/2025	Anonymous	\$0.25
Kaysville	7/10/2025	Anonymous	\$3.25
Kaysville	7/10/2025	anonymous	\$4.00
Clearfield	7/11/2025	Anonymous	\$3.50
Centerville	7/12/2025	Anonymous	\$9.99
Layton	7/12/2025	Anonymous	\$4.00
Layton	7/12/2025	Anonymous	\$17.25
Kaysville	7/12/2025	anonymous	\$10.00
Layton	7/14/2025	Anonymous	\$4.00
Bountiful	7/14/2025	Anonymous	\$64.00
Layton	7/14/2025	Anonymous	\$77.50
Bountiful	7/15/2025	Anonymous	\$8.75
Bountiful	7/16/2025	Anonymous	\$10.25
Layton	7/17/2025	Anonymous	\$2.25
Centerville	7/17/2025	Anonymous	\$173.00
Kaysville	7/18/2025	Anonymous	\$12.50
Clearfield	7/18/2025	Geni Willis	\$3.75
Kaysville	7/18/2025	anonymous	\$8.00
Layton	7/19/2025	Anonymous	\$0.25
Layton	7/19/2025	Anonymous	\$10.25
Layton	7/21/2025	Anonymous	\$2.00
Layton	7/21/2025	Anonymous	\$3.50
Bountiful	7/17/2025	Anonymous	\$24.75

Davis County Library - Quarterly Donation Log July - Sept 2025

Branch	Date	Patron name	Estimated value donation
Bountiful	7/21/2025	Anonymous	\$5.25
Clearfield	7/22/2025	Anonymous	\$22.25
Kaysville	7/22/2025	Anonymous	\$3.00
Layton	7/23/2025	Anonymous	\$0.75
Kaysville	7/23/2025	Anonymous	\$2.00
Bountiful	7/25/2025	Anonymous	\$3.00
Kaysville	7/25/2025	Lynn Baldwin	\$37.50
Kaysville	7/26/2025	Sam Nance	\$8.00
Kaysville	7/26/2025	Anonymous	\$7.00
Layton	7/28/2025	Anonymous	\$1.00
Layton	7/28/2025	Anonymous	\$3.00
Bountiful	7/28/2025	Anonymous	\$1.25
Headquarters	7/28/2025	Anonymous	\$0.50
Layton	7/28/2025	Anonymous	\$0.25
Bountiful	7/28/2025	anonymous	\$2.50
Clearfield	7/29/2025	Anonymous	\$1.00
Layton	7/30/2025	Anonymous	\$0.25
Bountiful	7/30/2025	Anonymous	\$40.00
Headquarters	7/31/2025	Anonymous	\$1.00
Syracuse	7/31/2025	Anonymous	\$62.00
Layton	8/2/2025	Anonymous	\$0.25
Kaysville	8/2/2025	Anonymous	\$1.25
Layton	8/2/2025	Anonymous	\$11.75
Bountiful	8/2/2025	Anonymous	\$17.50
Layton	8/4/2025	Anonymous	\$12.00
Layton	8/5/2025	Sharon Elwell	\$4.25
Headquarters	8/5/2025	Anonymous	\$27.00
Kaysville	8/6/2025	Anonymous	\$19.25
Layton	8/6/2025	Anonymous	\$11.00
Layton	8/6/2025	Anonymous	\$22.50
Bountiful	8/7/2025	Anonymous	\$16.50
Headquarters	8/7/2025	anonymous	\$1.25
Kaysville	8/7/2025	Anonymous	\$6.25
Layton	8/7/2025	Anonymous	\$42.00
Bountiful	8/8/2025	Anonymous	\$4.00
Bountiful	8/8/2025	Anonymous	\$2.00
Centerville	8/9/2025	Anonymous	\$0.25
Clearfield	8/9/2025	Anonymous	\$0.75
Clearfield	8/9/2025	Anonymous	\$10.00

Davis County Library - Quarterly Donation Log July - Sept 2025

Branch	Date	Patron name	Estimated value donation
Kaysville	8/11/2025	Anonymous	\$3.25
Headquarters	8/11/2025	Anonymous	\$86.25
Centerville	8/11/2025	Anonymous	\$87.49
Kaysville	8/11/2025	Anonymous	\$10.75
Centerville	8/13/2025	Anonymous	\$11.25
Layton	8/13/2025	Anonymous	\$5.00
Layton	8/14/2025	Anonymous	\$0.25
Layton	8/15/2025	Anonymous	\$7.00
Bountiful	8/15/2025	Anonymous	\$105.00
Bountiful	8/15/2025	Anonymous	\$78.75
Centerville	8/15/2025	Anonymous	\$36.50
Kaysville	8/16/2025	Cristi Millard	\$26.50
Bountiful	8/16/2025	Anonymous	\$1.00
Bountiful	8/16/2025	Laurainne Huffman	\$1.00
Centerville	8/16/2025	Anonymous	\$0.50
Kaysville	8/16/2025	Anonymous	\$2.00
Kaysville	8/16/2025	Anonymous	\$2.50
Layton	8/16/2025	Anonymous	\$8.75
Centerville	8/18/2025	David Maynard	\$11.50
Centerville	8/19/2025	Judy Gunn	\$6.00
Bountiful	8/19/2025	Gabriela Richardson	\$26.25
Layton	8/19/2025	Anonymous	\$12.50
Layton	8/20/2025	Anonymous	\$3.75
Kaysville	8/20/2025	Anonymous	\$6.00
Layton	8/20/2025	Anonymous	\$0.75
Layton	8/21/2025	Anonymous	\$1.00
Bountiful	8/21/2025	Anonymous	\$0.25
Kaysville	8/22/2025	Anonymous	\$30.50
Layton	8/22/2025	Anonymous	\$0.25
Layton	8/23/2025	Anonymous	\$2.25
Headquarters	8/25/2025	Anonymous	\$2.25
Clearfield	8/25/2025	Anonymous	\$4.00
Bountiful	8/25/2025	Anonymous	\$0.50
Centerville	8/25/2025	Anonymous	\$6.50
Headquarters	8/25/2025	Anonymous	\$0.25
Clearfield	8/26/2025	Anonymous	\$6.50
Layton	8/26/2025	Haydn McBride	\$23.00
Bountiful	8/27/2025	Anonymous	\$1.00
Bountiful	8/28/2025	Anonymous	\$4.75

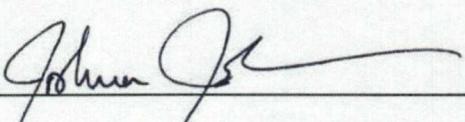
Davis County Library - Quarterly Donation Log July - Sept 2025

Branch	Date	Patron name	Estimated value donation
Layton	8/28/2025	Anonymous	\$20.50
Layton	8/29/2025	Anonymous	\$30.00
Bountiful	8/29/2025	Elisa Braghin	\$10.25
Kaysville	8/29/2025	Anonymous	\$9.25
Headquarters	8/30/2025	Anonymous	\$5.00
Kaysville	8/30/2025	Anonymous	\$199.00
Syracuse	8/30/2025	Anonymous	\$154.25
Clearfield	8/30/2025	Anonymous	\$8.25
Kaysville	9/2/2025	Anonymous	\$0.25
Layton	9/2/2025	Carla Woods	\$3.00
Kaysville	9/2/2025	Anonymous	\$25.75
Bountiful	9/2/2025	Anonymous	\$6.50
Kaysville	9/2/2025	Anonymous	\$1.75
Bountiful	9/2/2025	Anonymous	\$3.00
Bountiful	9/3/2025	Anonymous	\$7.00
Headquarters	9/3/2025	Anonymous	\$1.25
Layton	9/4/2025	Hollis Kunimura	\$11.00
Bountiful	9/4/2025	Anonymous	\$0.75
Bountiful	9/4/2025	Anonymous	\$0.50
Bountiful	9/4/2025	Anonymous	\$1.25
Kaysville	9/5/2025	Anonymous	\$4.50
Centerville	9/6/2025	Anonymous	\$6.75
Bountiful	9/8/2025	Anonymous	\$7.00
Bountiful	9/8/2025	Anonymous	\$15.75
Centerville	9/8/2025	Anonymous	\$1.25
Centerville	9/8/2025	Anonymous	\$1.00
Layton	9/9/2025	Anonymous	\$4.00
Bountiful	9/9/2025	Anonymous	\$85.00
Kaysville	9/9/2025	Anonymous	\$3.50
Layton	9/9/2025	Anonymous	\$10.75
Layton	9/9/2025	Anonymous	\$1.75
Centerville	9/10/2025	Anonymous	\$1.00
Layton	9/10/2025	Anonymous	\$1.00
Bountiful	9/10/2025	Anonymous	\$20.00
Kaysville	9/10/2025	Anonymous	\$1.25
Kaysville	9/11/2025	Anonymous	\$1.00
Clearfield	9/11/2025	Worthy Books	\$1.00
Kaysville	9/11/2025	Anonymous	\$0.75
Layton	9/12/2025	Anonymous	\$5.00

Davis County Library - Quarterly Donation Log July - Sept 2025

Branch	Date	Patron name	Estimated value donation
Kaysville	9/13/2025	Anonymous	\$3.50
Centerville	9/13/2025	Mariko Rowe	\$21.40
Centerville	9/13/2025	Anonymous	\$2.00
Bountiful	9/15/2025	Anonymous	\$5.25
Layton	9/15/2025	Anonymous	\$8.50
Headquarters	9/15/2025	Anonymous	\$59.00
Kaysville	9/16/2025	Anonymous	\$3.00
Layton	9/16/2025	Anonymous	\$6.00
Headquarters	9/17/2025	Judy Vance	\$8.25
Layton	9/17/2025	Anonymous	\$16.75
Bountiful	9/18/2025	Anonymous	\$1.00
Bountiful	9/18/2025	Anonymous	\$1.00
Headquarters	9/20/2025	anonymous	\$3.50
Kaysville	9/20/2025	Anonymous	\$120.00
Bountiful	9/20/2025	Gabriela Richardson	\$26.50
Layton	9/22/2025	Anonymous	\$8.00
Clearfield	9/22/2025	Anonymous	\$1.00
Kaysville	9/23/2025	Anonymous	\$0.50
Kaysville	9/23/2025	Anonymous	\$1.25
Centerville	9/18/2025	Anonymous	\$2.50
Kaysville	9/23/2025	Anonymous	\$9.25
Kaysville	9/23/2025	Anonymous	\$0.25
Clearfield	9/23/2025	Anonymous	\$1.50
Kaysville	9/24/2025	Anonymous	\$5.00
Kaysville	9/24/2025	Anonymous	\$0.25
Centerville	9/25/2025	Anonymous	\$0.25
Kaysville	9/25/2025	Anonymous	\$1.00
Kaysville	9/26/2025	Anonymous	\$2.00
Kaysville	9/27/2025	Anonymous	\$0.25
Layton	9/27/2025	Anonymous	\$0.25
Kaysville	9/27/2025	Anonymous	\$20.50
Headquarters	9/27/2025	Anonymous	\$1.50
Bountiful	9/27/2025	Anonymous	\$28.00
Centerville	9/29/2025	Anonymous	\$8.50
Kaysville	9/29/2025	Anonymous	\$9.25
Kaysville	9/30/2025	Anonymous	\$6.75
Bountiful	9/30/2025	Anonymous	\$11.25
Total			\$2,724.38

Recommended by


John

Approved by


Lorene Kamalu

Attest


Brian McKenzie

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Library
Presenter: Joshua Johnson, Director
Agenda Item: Approval of Low Dollar Contracts signed by the Library Director

Financial Information:

- Type: Payable
- Amount: \$5,225.00

Terms:

- Beginning Date: 08/04/2025
- Ending Date: 11/17/2025

Additional Financial Terms:

- GL Account Number: 2310580 530623, 2310580 540690
- Davis County Match: No
- Additional Financial Information: N/A

Attachments:

1. Low Dollar Contracts - Q3

2025-1104

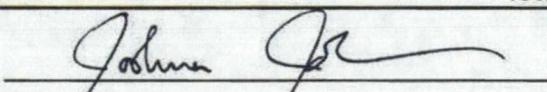
Submitted by: Jennifer Tankersley, Confidential Admin Ast. Library
Requested meeting date: 10/14/2025

This page has been added for processing purposes & is not a part of the following legal document.

Davis County Library - Contract Summary

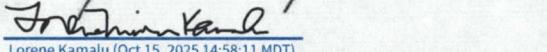
Name	Date of Programs/Contract		Amount/Payable
Matthew Ence	August 4, 2025 - November 9, 2025	Americans and the Holocaust exhibit support	No Compensation
Alyssa Giles	September 9th, 2025	Back to School for Your Furry Friend	\$50.00
Megan Smock	September 9th, 2025	Back to School for Your Furry Friend	\$50.00
Judith Hale Everett	September 15th, 2025	It's Austenatious! The World of Jane Austen with Judith Hale Everett	\$100.00
Nick Sokoloff Photography	September 26th, 2025	Branch Photography	\$4,000.00
Dr Rebecca Erbelding	October 9th, 2025	Rescue Board: The Untold Stories of America's Efforts to Save the Jews of Europe	No Compensation
USU Extension	October 11th, 2025	Tips for Budgeting and Financial Health	No Compensation
Ukuleles of Utah	October 13th, 2025	Harvest Ukulele Sing-Along	\$75.00
Dr Richard Medina	October 23rd, 2025	Antisemitism: How it Influenced the Holocaust	No Compensation
Scott Bassett	October 27th, 2025	Topaz Internment Camp Museum	No Compensation
Ron Schwarz	October 30th, 2025	The Quiet Strength of Resilience: A Holocaust Survival Story Spanning Four Generations	\$400.00
Ziegfeld Theater	November 6th, 2025	Address Unknown: A Reading of the Letters Contained in the Novel	\$300.00
Darren Parry	November 17th, 2025	Tending the Sacred: How Indigenous Wisdom Will Save the World	\$250.00
		Total	\$5,225.00

Recommended by:



Library Director

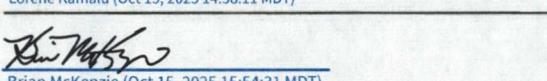
Approved by:



Lorene Kamalu (Oct 15, 2025 14:58:11 MDT)

Commission Chair

Attest:



Brian McKenzie (Oct 15, 2025 15:54:31 MDT)

Clerk

DAVIS COUNTY LIBRARY PROGRAM CONTRACT

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

Presenter:	Matthew Ence	Phone:	801-682-7080
Contact:	Matthew Ence	Email:	matthew.ence@gmail.com
Address:	2127 Doral Dr. Syracuse, UT 84075	Performance Type:	Educational

Recitals

- A. The County operates a Library System consisting of Library Headquarters and six branch libraries. The Library System regularly provides educational and informational events for its patrons and Davis County residents;
- B. County desires to provide programs to benefit Library patrons and County residents; and
- C. Service Provider, who has represented to the County that it is a competent and experienced service provider, desires to provide the contractual services under this Contract.

The parties therefore agree as follows:

1. Scope of Services. The Service Provider hereby agrees to participate in the County's efforts to provide entertaining and educational programs for its patrons. Service Provider will, in preparation for and during the County's hosting period of the *Americans and the Holocaust* exhibit, provide the County with programs and training within the scope of the Service Provider's area of expertise as an educator and US Holocaust Memorial Museum Teacher Fellow. These programs will be by mutual agreement on subject matter, date, time, and location set forth in writing via emails as the opportunities arise. The parties agree to attach emails outlining any specific program as an addendum to this contract, and such addendums will be incorporated herein by reference. In addition, the Service Provider agrees to sign an additional contract in the event the parties determine to present a program where financial payment to the Service Provider is involved. Services under this contract will be in effect from August 4, 2025 to November 9, 2025.

2. No Compensation

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

3. Notice of Cancellation of Performance

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

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

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

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

5. Indemnification Defense, Hold Harmless, Waiver, and Release. 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 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.

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

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

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

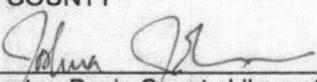
9. Severability. If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is prohibited or unenforceable, then that or those specific section(s), subsection(s), 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.

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

11. 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.

12. Counterparts; 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 one 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:  Director, Davis County Library System</p> <p>Date: 8/7/25</p>	<p>MATTHEW ENCE</p> <p>By: /s/ Matthew Ence</p> <p>Print Name: Matthew Ence</p> <p>Its: Educator, Davis School District</p> <p>Date: 8/4/25</p>
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DAVIS COUNTY 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 (the "County"), and the following person or entity (the "Service Provider"):

Service Provider:	Alyssa Giles, BSci	Provider Phone Number:	385-368-4199
Contact Person:	Alyssa Giles	Contact Email Address:	alyssa@thinkbeyondbehavior.com
Provider Address:	292 W 2000 S, Clearfield, Utah 84015	Type of Service:	Educational

Recitals

- A. The County operates a Library System consisting of Library Headquarters and 6 branch libraries. The Library System regularly provides educational and informational events for its patrons and Davis County residents;
- B. County desires to provide programs to benefit Library patrons and County residents; and
- C. Service Provider, who has represented to the County that it is a competent and experienced service provider, desires to provide the contractual services under this Contract.

The parties therefore agree as follows:

1. **Scope of Services.** Service Provider agrees to present an approximately 60 minute program about pet education and safety, followed by a question and answer session on the following date and at the following location:

Program: Back to School for Your Furry Friend

Date and Time: Wednesday, September 9, 2025 at 6:30 - 8:00 pm

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

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

2. **Compensation.**

- A. County shall pay Service Provider a sum not to exceed \$50.00, upon the Service Provider's completion of its obligations under this Contract.
- B. 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.
- C. The County shall pay the Service Provider within 30 days after Subsection 1 of this Contract is satisfied, unless the parties agree, in writing, to alternative payment arrangements.
- D. 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.
- E. 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.
- F. The Service Provider shall pay any and all subcontractors, material providers, or any other individual who, or entity that, provides services, personnel, materials, equipment, or otherwise to, or at the request of, the Service Provider and relating to this Contract.

3. **Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on September 9, 2025 at the completion of the program unless terminated earlier pursuant to Section 5 of this Contract.

4. **Quality and Content of Performance.** All performances at the Davis County Library should be of the highest quality and appropriate for all ages and family audiences. Service Provider agrees that at no time

Version 06/24/2025

during the performance will any offensive materials or conduct such as, but not limited to, any vulgar language, obscene gestures, sexual content, or other offensive material be presented. In the event that the performance at any time contains offensive materials or conduct, as determined by the Library Director, the County reserves the right to immediately cancel that performance and any future performance under this Contract. If future performances under this Contract are cancelled because of offensive materials or conduct, payment for those performances will be forfeited by the Service Provider. In addition, County policy prohibits solicitation (including distribution of passes, tickets, or business cards, etc., to the organization you are representing) or selling of goods or services during programs held in the library. Signage and branded wear are permissible as is an introduction to the program to make clear your credentials as a presenter on this topic, including your business affiliation.

5. **Early Termination.** This Contract may be terminated by any of the following actions:
 - A. Davis County may terminate this contract if annual appropriations, as part of Davis County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that Davis County's notice is effective under section 7.
 - B. Davis County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after Davis County's notice is effective under section 7.
 - C. Davis County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after Davis County's notice is effective under section 7.
 - D. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 7.
6. **Best Efforts of Service Provider.** Service Provider agrees that it will at all times faithfully, industrially, and to the best of Service Provider's ability, experience, and talents, perform all of the duties that may be required of and from Service Provider pursuant to the express and implicit terms of this Contract, to the reasonable satisfaction of County.
7. **Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

If to County:

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

If to Service Provider:

Alyssa Giles
292 W 2000 S
Clearfield, UT, 84015
alyssa@thinkbeyondbehavior.com

8. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** 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 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

Version 06/24/2025

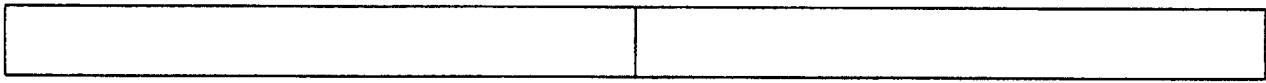
under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.

9. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any Davis County benefits.
10. **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.
11. **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.
12. **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.
13. **Entire Contract.** This Contract, including all attachments, if any, and any other documents referenced in this Contract or incorporated into this Contract by this reference, constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this Contract. Unless otherwise set forth in this Contract, this Contract supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Contract.
14. **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.
15. **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.
16. **Counterparts; Digital Signatures, and 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 one 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.

DAVIS COUNTY  By: _____ Director, Davis County Library Date: <u>7/14/25</u>	ALYSSA GILES by: _____/s/ Alyssa Giles _____ Print Name: _____ Alyssa Giles _____ Its: _____ Owner _____ Date: _____ 7/11/2025 _____
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Version 06/24/2025



DAVIS COUNTY 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 (the "County"), and the following person or entity (the "Service Provider"):		
Service Provider:	Megan Smock	Provider Phone Number: 801-628-8907
Contact Person:	Megan Smock	Contact Email Address: meganesmock@gmail.com
Provider Address:	1938 Alder St., Layton, Utah 84041	Type of Service: Educational

A. **Recitals**
 The County operates a Library System consisting of Library Headquarters and 6 branch libraries. The Library System regularly provides educational and informational events for its patrons and Davis County residents;

B. County desires to provide programs to benefit Library patrons and County residents; and

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

The parties therefore agree as follows:

1. **Scope of Services.** Service Provider agrees to present an approximately 60 minute program about pet education and safety, followed by a question and answer session on the following date and at the following location:

Program: Back to School for Your Furry Friend

Date and Time: Wednesday, September 9, 2025 at 6:30 - 8:00 pm
 Location: Clearfield Branch Library, 1 North Main, Clearfield, 801-451-1840

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

2. **Compensation.**

A. County shall pay Service Provider a sum not to exceed \$50.00, upon the Service Provider's completion of its obligations under this Contract services under this Contract.

B. 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.

C. The County shall pay the Service Provider within 30 days after Subsection 1 of this Contract is satisfied, unless the parties agree, in writing, to alternative payment arrangements.

D. 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.

E. 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.

F. The Service Provider shall pay any and all subcontractors, material providers, or any other individual who, or entity that, provides services, personnel, materials, equipment, or otherwise to, or at the request of, the Service Provider and relating to this Contract.

3. **Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on September 9, 2025 at the completion of the program unless terminated earlier pursuant to Section 5 of this Contract.

4. **Quality and Content of Performance.** All performances at the Davis County Library should be of the highest quality and appropriate for all ages and family audiences. Service Provider agrees that at no time

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during the performance will any offensive materials or conduct such as, but not limited to, any vulgar language, obscene gestures, sexual content, or other offensive material be presented. In the event that the performance at any time contains offensive materials or conduct, as determined by the Library Director, the County reserves the right to immediately cancel that performance and any future performance under this Contract. If future performances under this Contract are cancelled because of offensive materials or conduct, payment for those performances will be forfeited by the Service Provider. In addition, County policy prohibits solicitation (including distribution of passes, tickets, or business cards, etc., to the organization you are representing) or selling of goods or services during programs held in the library. Signage and branded wear are permissible as is an introduction to the program to make clear your credentials as a presenter on this topic, including your business affiliation.

5. **Early Termination.** This Contract may be terminated by any of the following actions:
 - A. Davis County may terminate this contract if annual appropriations, as part of Davis County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that Davis County's notice is effective under section 7.
 - B. Davis County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after Davis County's notice is effective under section 7.
 - C. Davis County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after Davis County's notice is effective under section 7.
 - D. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 7.
6. **Best Efforts of Service Provider.** Service Provider agrees that it will at all times faithfully, industrially, and to the best of Service Provider's ability, experience, and talents, perform all of the duties that may be required of and from Service Provider pursuant to the express and implicit terms of this Contract, to the reasonable satisfaction of County.
7. **Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

If to County:

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

If to Service Provider:

Megan Smock
1938 Alder St
Layton, UT 84041
meganesmack@gmail.com

8. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** 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 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

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Under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.

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

10. 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.

11. 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.

12. 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.

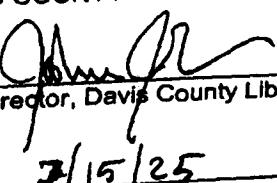
13. Entire Contract. This Contract, including all attachments, if any, and any other documents referenced in this Contract or incorporated into this Contract by this reference, constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this Contract. Unless otherwise set forth in this Contract, this Contract supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Contract.

14. 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.

15. 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.

16. Counterparts; Digital Signatures, and 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 one 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.

DAVIS COUNTY	MEGAN SMOCK
By:  Director, Davis County Library	By: <u>Megan Smock</u>
Date: <u>7/15/25</u>	Print Name: <u>Megan Smock</u>
	Its: _____
	Date: <u>7/14/25</u>

Version 06/24/2025

DAVIS COUNTY 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 (the "County"), and the following person or entity (the "Service Provider"):

Service Provider:	Judith Hale Everett	Provider Phone Number:	801-380-0071
Contact Person:	Judith Hale Everett	Contact Email Address:	judith@judithhaleeverett.com
Provider Address:	421 E 1600 N, Mapleton, UT, 84664	Type of Service:	Educational, Entertainment

Recitals

- A. The County operates a Library System consisting of Library Headquarters and six branch libraries. The Library System regularly provides educational and informational events for its patrons and Davis County residents;
- B. County desires to provide programs to benefit Library patrons and County residents; and
- C. Service Provider, who has represented to the County that it is a competent and experienced service provider, desires to provide the contractual services under this Contract.

The parties therefore agree as follows:

1. **Scope of Services.** Service Provider agrees to present a program celebrating the 250th birthday of Jane Austen. Service Provider will bring books to sell and sign as requested. County will provide space for this.

Program: It's Austentatious! The World of Jane Austen with Judith Hale Everett

Date and Time: Monday, September 15, 2025 at 6:30 - 7:30 pm

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

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

2. **Compensation.**

- A. County shall pay Service Provider a sum not to exceed \$100.00, upon the Service Provider's completion of its obligations under this Contract services under this Contract.
- B. 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.
- C. The County shall pay the Service Provider within 30 days after Subsection 1 of this Contract is satisfied, unless the parties agree, in writing, to alternative payment arrangements.
- D. 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.
- E. 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.
- F. The Service Provider shall pay any and all subcontractors, material providers, or any other individual who, or entity that, provides services, personnel, materials, equipment, or otherwise to, or at the request of, the Service Provider and relating to this Contract.

3. **Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on September 15, 2025 at the conclusion of the program, unless terminated earlier pursuant to Section 5 of this Contract.

4. **Quality and Content of Performance.** All performances at the Davis County Library should be of the highest quality and appropriate for all ages and family audiences. Service Provider agrees that at no time during the performance will any offensive materials or conduct such as, but not limited to, any vulgar language, obscene gestures, sexual content, or other offensive material be presented. In the event that the performance at any time contains offensive materials or conduct, as determined by the Library Director, the

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County reserves the right to immediately cancel that performance and any future performance under this Contract. If future performances under this Contract are cancelled because of offensive materials or conduct, payment for those performances will be forfeited by the Service Provider. In addition, County policy prohibits solicitation (including distribution of passes, tickets, or business cards, etc.) to the organization you are representing. Signage and branded wear are permissible as is an introduction to the program to make clear your credentials as a presenter on this topic, including your business affiliation

5. **Early Termination.** This Contract may be terminated by any of the following actions:
 - A. Davis County may terminate this contract if annual appropriations, as part of Davis County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that Davis County's notice is effective under section 7.
 - B. Davis County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after Davis County's notice is effective under section 7
 - C. Davis County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after Davis County's notice is effective under section 7.
 - D. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 7.
6. **Best Efforts of Service Provider.** Service Provider agrees that it will at all times faithfully, industrially, and to the best of Service Provider's ability, experience, and talents, perform all of the duties that may be required of and from Service Provider pursuant to the express and implicit terms of this Contract, to the reasonable satisfaction of County.
7. **Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

If to County:

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

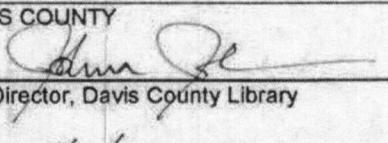
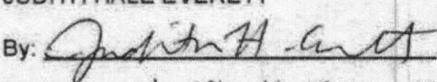
If to Service Provider:

Judith Hale Everett
421 E 1600 N
Mapleton, UT, 84664
judith@judithhaleeverett.com

8. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** 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 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.

9. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any Davis County benefits.
10. **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.
11. **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.
12. **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.
13. **Entire Contract.** This Contract, including all attachments, if any, and any other documents referenced in this Contract or incorporated into this Contract by this reference, constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this Contract. Unless otherwise set forth in this Contract, this Contract supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Contract.
14. **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.
15. **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.
16. **Counterparts; Digital Signatures, and 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 one 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:  Director, Davis County Library</p> <p>Date: <u>8/7/2025</u></p>	<p>JUDITH HALE EVERETT</p> <p>By:  Print Name: <u>Judith H. Everett</u></p> <p>Its: _____</p> <p>Date: <u>8/4/2025</u></p>
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9. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor.
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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 (the "County"), and the following person or entity (the "Service Provider"):

The Service Provider:	Nick Sokoloff Photography	Contact Phone Number:	801-450-5066
Contact Person:	Nick Sokoloff	Contact Email:	nick@nicksokoloffphoto.com
Address:	970 E Wilson Ave Salt Lake City UT 84105		Photography

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

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

The parties therefore agree as follows:

1. Scope of Services. The Service Provider shall:

- 1.1. Take at least one high resolution photograph of each of the six branches of the Davis County Library (six photos total); Bountiful Library, Centerville Library, Kaysville Library, Layton Library, Syracuse Library, Clearfield Library.
- 1.2. Edit the photos so as they can be enlarged to a minimum of 36"x 60" or larger and provide the file to the library for a third-party vendor to print them on acrylic.
- 1.3. Complete the Service Provider's obligations under this Contract on or before November 14, 2025.

2. Effectiveness; Date; Termination. This Contract will become effective when all parties have signed it. The Contract will terminate on December 31, 2025, unless the parties mutually agree to extend the termination date in writing.

3. Early Termination.

- 3.1. 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 8 of this Contract.
- 3.2. The County may terminate this Contract due to its dissatisfaction, determined solely in the County's discretion, 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 8 of this Contract.
- 3.3. The County may terminate this Contract for any reason, which termination will be effective at midnight on the 30th day after the County's notice is effective under Section 8 of this Contract.
- 3.4. The County may terminate this Contract, which termination will be effective at the time the County's notice is effective under Section 8, if:
 - 3.4.1. The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this Contract, or the policies of the County; and
 - 3.4.2. The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, the County, or otherwise.
- 3.5. 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 8 of this Contract.
- 3.6. 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.

4. Compensation.

- 4.1. The County shall pay the Service Provider a sum not to exceed \$4,000, upon the Service Provider's completion of its obligations under this Contract.
- 4.2. 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.
- 4.3. The County shall pay the Service Provider within 30 days after either Subsection 4.1 of this Contract or Subsection 4.2 of this Contract is satisfied, unless the parties agree, in writing, to alternative payment arrangements.
- 4.4. 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.
- 4.5. 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.

- 4.6. The Service Provider shall pay any and all 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.
- 4.7. The County may withhold payments from the Service Provider to protect the County from loss relating to:
 - 4.7.1. Defective services not timely remedied;
 - 4.7.2. Liens or claims filed or reasonable evidence of probable filing;
 - 4.7.3. 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;
 - 4.7.4. Damage to the County or another person, entity, or otherwise; or
 - 4.7.5. The Service Provider's failure to timely perform or to perform at all under this Contract.

5. **Warranties.**

- 5.1. The Service Provider warrants to the County that:

- 5.1.1. All materials and equipment furnished under this Contract shall be:

- 5.1.1.1. New, or if not new, then in good working order;
 - 5.1.1.2. Under manufacturer's warranty;
 - 5.1.1.3. Of reasonable quality; and
 - 5.1.1.4. Free from faults and defects; and

- 5.1.2. All services performed under this Contract shall:

- 5.1.2.1. Be of reasonable quality;
 - 5.1.2.2. Conform with reasonable industry standards; and
 - 5.1.2.3. Conform to codes, regulations, and laws.

- 5.2. The Service Provider shall correct or replace any materials or equipment that do not satisfy Subsection 5.1.1 of this Contract within 30 days after the County's notice is effective under Section 8 of this Contract.
- 5.3. The Service Provider shall correct any services performed that do not satisfy Subsection 5.1.2 of this Contract within 30 days after the County's notice is effective under Section 8 of this Contract.
- 5.4. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3 of the Utah Code, apply to this Contract, unless otherwise set forth in this Contract.
- 5.5. The Service Provider shall assign and deliver to the County all manufacturers' warranties relating to the materials and equipment furnished under this Contract as soon as reasonably possible, but in no event later than 10 days after this Contract terminates.

The rights and obligations of the parties set forth in this section will survive the termination of this Contract.

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

- 6.1. A valid occurrence form commercial general liability insurance policy, which covers contractual liability, with minimum limits as follows:
 - 6.1.1. Each occurrence - \$1,000,000.00;
 - 6.1.2. Damages to rented premises - \$100,000.00;
 - 6.1.3. Medical expense (Any one person) - \$5,000.00;
 - 6.1.4. Personal and advertising injury - \$1,000,000.00;
 - 6.1.5. General aggregate - \$2,000,000.00; and
 - 6.1.6. Products and completed operations aggregate - \$2,000,000.00;
- 6.2. A valid automobile liability insurance policy with a combined single minimum limit of \$1,000,000.00; and
- 6.3. A valid workers compensation and employers' liability insurance policy with minimum limits as required by Utah law (If any proprietor, partner, executive, officer, member, or other person is excluded from the workers compensation and employers' liability insurance policy, 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 three 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.

7. **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 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.

8. **Notices.** All notices under this Contract must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid, and addressed to the parties at their respective addresses set forth below (or to such other address that may be designated by a party in accordance with this section), and the same shall be effective upon receipt, if delivered personally, on the next business day, if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

The County	The Service Provider
<p>Davis County Attn: Purchasing Manager PO Box 618 Farmington, UT 84025</p> <p><u>With a copy to:</u> Davis County Attn: Attorney's Office, Civil Division PO Box 618 Farmington, UT 84025</p>	<p>Nick Sokoloff Photography Attn: Nick Sokoloff 970 E Wilson Ave Salt Lake City, UT 84105</p>

9. **Independent Contractor.** The Service Provider shall perform this Contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of 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.

10. **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.

11. **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.

12. **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.

13. **Entire Contract.** This Contract, including all attachments, if any, and any other documents referenced in this Contract or incorporated into this Contract by this reference, constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this Contract. Unless otherwise set forth in this Contract, this Contract supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Contract.

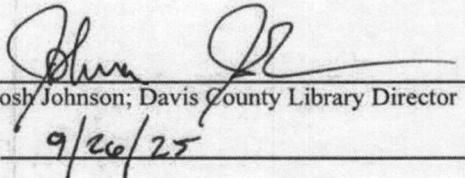
14. **Amendment.** This Contract may only be amended by a written instrument that is signed by authorized representatives of the parties. Any purported amendment of this Contract that is in violation of this section is void.

15. **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.

16. **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.

17. **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 one 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.

DAVIS COUNTY	NICK SOKOLOFF PHOTOGRAPHY
By:  Josh Johnson; Davis County Library Director	By: <u>Nicholas Sokoloff</u>
Date: <u>9/26/25</u>	Print Name: Nicholas Sokoloff Title: Owner/Photographer Date: 09/24/2025
ATTEST:	
Brian McKenzie Davis County Clerk Date:	

DAVIS COUNTY LIBRARY PROGRAM CONTRACT

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

Presenter:	Dr. Rebecca Erbelding, United States Holocaust Memorial Museum	Phone:	202-488-0400
Contact:	Dr. Rebecca Erbelding	Email:	erbelding@ushmm.org
Address:	100 Raoul Wallenberg Plaza SW, Washington, D.C., 20024	Performance Type:	Educational

Recitals

- A. The County operates a Library System consisting of Library Headquarters and six branch libraries. The Library System regularly provides educational, entertaining, and informational events for its patrons and Davis County residents;
- B. County desires to provide programs to benefit Library patrons and County residents; and
- C. Service Provider, who has represented to the County that it is a competent and experienced service provider, desires to provide the contractual services under this Contract.

The parties therefore agree as follows:

- 1. Scope of Services.** Service Provider agrees to participate in the County's efforts to provide educational programs for its patrons by presenting an approximately sixty minute program about her book *Rescue Board* in conjunction with the *Americans and the Holocaust* traveling exhibit. Service Provider agrees to present one program on the following date and at the following location:

Program: **Rescue Board: The Untold Stories of America's Efforts to Save the Jews of Europe**
Date/Time: **Thursday, October 9, 2025 at 6:30 pm**
Location: **Clearfield City Community Arts Center, 140 Center St., Clearfield, Utah, 84015 or via Zoom for a virtual program**

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

- 2. No Compensation**

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

- 3. Notice of Cancellation of Performance**

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

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

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

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

5. Indemnification Defense, Hold Harmless, Waiver, and Release. 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 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.

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

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

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

9. 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.

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

11. 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.

12. Counterparts; 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 one 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.

DAVIS COUNTY	SERVICE PROVIDER
By: <u>Dynelle M. Miller</u> Director, Davis County Library System	By: <u>Rebecca L. Elsley</u>
Date: <u>6/25/2025</u>	Print Name: <u>Rebecca Elsley</u>
	Its: _____
	Date: <u>6/18/25</u>

DAVIS COUNTY LIBRARY PROGRAM CONTRACT

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

Presenter:	USU Extension	Phone:	808-773-0952
Contact:	Vincenza Vicari-Bentley	Email:	vincenza.vicari-bentley@usu.edu
Address:	2001 S State St., Suite S1-300, SLC, UT 84190	Performance Type:	Educational

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

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

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

- 1. Scope of Services.** The PRESENTER hereby agrees to participate in the COUNTY'S efforts to provide entertaining and educational presentations for its patrons by presenting an approximately sixty minute program about money matters, budgets, personal finance, and unexpected financial needs. PRESENTER agrees to present four programs on the following dates and at the following location:

Program: Tips for Budgeting and Financial Health
Date/Time: Saturday, October 11, 2025 at 10:30 am - 11:30 pm
Location: Kaysville Branch Library, 215 N Fairfield Rd, Kaysville, 801-451-1800

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

2. No Compensation

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

3. Notice of Cancellation of Performance

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

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

with a reason for the cancellation.

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

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

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

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

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

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

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

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

harmless, or damages, or with respect to any uncured breach or default of or under this Contract.

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

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

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

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

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

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

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

DAVIS COUNTY By:  Director, Davis County Library System Date: <u>9/29/20</u>	PRESENTER: UTAH STATE UNIVERSITY, Vincenza Vicari-Bentley By:  Print Name: <u>David Green</u> Its: <u>Purchasing Agent</u> Date: <u>September 25, 2025</u>
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DAVIS COUNTY STANDARD SERVICE PROVIDER CONTRACT

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

Service Provider:	Ukuleles of Utah	Provider Phone Number:	801-292-8366
Contact Person:	April Booth	Contact Email Address:	ukulelesofutah@gmail.com
Provider Address:	102 E 1975 N, Centerville, UT 84014	Type of Service:	Entertainment and educational

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

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

Service Provider, is ready, willing, and able to perform a ukulele instruction and sing-a-long program on behalf of the County under the terms of this Contract.

The parties therefore agree as follows:

- 1. Scope of Services.** Service Provider specifically agrees to present an approximately 60 minute program with instruction and time to sing and play along on the following date and at the following location:

Program: Harvest Ukulele Sing-Along

Date and Time: Monday, October 13, 2025 at 6:30 - 7:30 pm

Location: Centerville Branch Library, 45 S 400 W, Centerville, 801-451-1775

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

- 2. Compensation.**

- County shall pay and Service Provider shall accept the total sum of \$75.00 as full payment for Service Provider's services under this Contract, professional fees for all hours worked, and out-of-pocket expenses associated with all duties and tasks set forth in this Contract.
- County shall provide Service Provider with the total payment identified above upon completion of the program. Unless other arrangements are made in writing and agreed to by the Parties, the payment by County to Service Provider will be sent through the United States Postal Service and mailed within five business days after the service(s) described in this Contract are completed. County agrees to remit payment to April Booth.
- Unless otherwise set forth in this Contract, if this Contract is terminated prior to the completion of the required services under this Contract, County shall pay Service Provider, on a pro-rata basis, for services completed by Service Provider.
- Service Provider shall be responsible for the payment of any federal, state, or local taxes, contributions, assessments, or fees, which may be based on, or become due and owing, as a result of payments made by County to Service Provider.
- Service Provider shall be responsible for the payment to and of obligations, debts, or contractual obligations of any other entity providing personnel assistance, work, equipment, or otherwise to Service Provider arising from, in connection with, or relating to this Contract.
- Notwithstanding anything herein to the contrary, Service Provider must disclose its tax identification or Social Security number to the County before a check or payment will be made. County will disclose that number only as required by applicable federal and state law.

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

If to County:

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

If to Service Provider:

Ukuleles of Utah
April Booth
102 E 1975 N
Centerville, UT 84014
ukulelesofutah@gmail.com

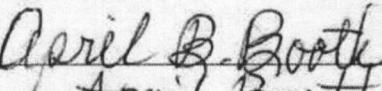
8. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against Davis County, Davis County's officers, employees, agents, consultants, advisors, and other representatives,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

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investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that Davis County negligently or intentionally caused those Indemnifiable Losses. Service Provider's compliance with any provision of this agreement to secure and maintain insurance shall not waive or limit the obligations of this indemnification provision.

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

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

DAVIS COUNTY	SERVICE PROVIDER
By:  Director, Davis County Library	By:  Print Name: April Booth Its: Director of Ukuleles of Utah Date: 7/16/2025
Date: 7/22/25	

DAVIS COUNTY LIBRARY PROGRAM CONTRACT

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

Presenter:	Dr. Richard Medina, University of Utah School of Environment, Society, and Sustainability	Phone:	801-581-8218
Contact: Address:	Dr. Richard Medina 260 S. Central Campus Dr., Room 4625, SLC, UT 84112	Email:	richard.medina@geog.utah.edu
		Performance Type:	Educational

Recitals

- A. The County operates a Library System consisting of Library Headquarters and six branch libraries. The Library System regularly provides educational, entertaining, and informational events for its patrons and Davis County residents;
- B. County desires to provide programs to benefit Library patrons and County residents; and
- C. Service Provider, who has represented to the County that it is a competent and experienced service provider, desires to provide the contractual services under this Contract.

The parties therefore agree as follows:

- 1. Scope of Services.** Service Provider agrees to participate in the County's efforts to provide educational programs for its patrons by presenting an approximately sixty minute program about antisemitism in conjunction with the *Americans and the Holocaust* traveling exhibit. Service Provider agrees to present one program on the following date and at the following location:

Program: Antisemitism: How it Influenced the Holocaust
Date/Time: Thursday, October 23, 2025 at 6:30 pm
Location: Clearfield City Community Arts Center, 140 Center St., Clearfield, Utah, 84015

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

- 2. No Compensation**

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

- 3. Notice of Cancellation of Performance**

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

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

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

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

5. Indemnification Defense, Hold Harmless, Waiver, and Release. 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 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.

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

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

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

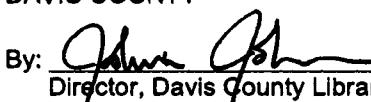
9. Severability. If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is prohibited or unenforceable, then that or those specific section(s), subsection(s), 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.

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

11. 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.

12. Counterparts; 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 one 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.

DAVIS COUNTY	SERVICE PROVIDER
By:  Director, Davis County Library System	By: <u>Richard Medina</u> Print Name: <u>R. Medina</u>
Date: <u>6/24/25</u>	Its: <u>Professor, University of Utah</u> Date: <u>June 22, 2025</u>

DAVIS COUNTY LIBRARY PROGRAM CONTRACT

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

Presenter:	Scott Bassett, Topaz Internment Camp Museum	Phone:	435-864-7940
Contact:	Scott Bassett	Email:	spbassett53@gmail.com
Address:	55 W Main St., Delta, UT, 84624	Performance Type:	Educational

Recitals

- A. The County operates a Library System consisting of Library Headquarters and six branch libraries. The Library System regularly provides educational, entertaining, and informational events for its patrons and Davis County residents;
- B. County desires to provide programs to benefit Library patrons and County residents; and
- C. Service Provider, who has represented to the County that it is a competent and experienced service provider, desires to provide the contractual services under this Contract.

The parties therefore agree as follows:

- 1. Scope of Services.** Service Provider agrees to participate in the County's efforts to provide educational programs for its patrons by presenting an approximately ninety minute program about the Topaz Internment Camp in conjunction with the *Americans and the Holocaust* traveling exhibit. Service Provider agrees to present one program on the following date and at the following location:

Program: Topaz Internment Camp Museum
Date/Time: Monday, October 27, 2025 at 6:30 pm
Location: Clearfield City Community Arts Center, 140 Center St., Clearfield, Utah, 84015

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

- 2. No Compensation**

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

- 3. Notice of Cancellation of Performance**

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

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

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

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

5. Indemnification Defense, Hold Harmless, Waiver, and Release. 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 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.

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

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

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

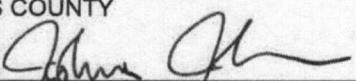
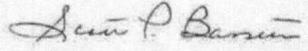
9. Severability. If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is prohibited or unenforceable, then that or those specific section(s), subsection(s), 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.

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

11. 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.

12. Counterparts; 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 one 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.

DAVIS COUNTY	SERVICE PROVIDER
By:  Director, Davis County Library System	 By:
Date: <u>6/5/25</u>	Print Name: <u>Scott P. Bassett</u>
	Its: <u>Topaz Museum Board Education Liaison</u>
	Date: <u>04 June 2024</u>

DAVIS COUNTY 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 (the "County"), and the following person or entity (the "Service Provider"):

Service Provider:	Ron Schwarz	Provider Phone Number:	435-333-5065
Contact Person:	Ron Schwarz	Contact Email Address:	ronschwarz1@gmail.com
Provider Address:	7641 N Westhills Trail, Park City, Utah, 84098	Type of Service:	Educational

Recitals

- A. The County operates a Library System consisting of Library Headquarters and six branch libraries. The Library System regularly provides educational and informational events for its patrons and Davis County residents;
- B. County desires to provide programs to benefit Library patrons and County residents; and
- C. Service Provider, who has represented to the County that it is a competent and experienced service provider, desires to provide the contractual services under this Contract.

The parties therefore agree as follows:

1. **Scope of Services.** Service Provider agrees to present a program about his book *The Quiet Strength of Resilience* in conjunction with the *Americans and the Holocaust* traveling exhibit on the following date and at the following location:

Program: **The Quiet Strength of Resilience: A Holocaust Survival Story Spanning Four Generations**
Date and Time: **Thursday, October 30, 2025 at 6:30 pm**
Location: **Clearfield City Community Arts Center, 140 Center St., Clearfield, Utah, 84015**

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

2. **Compensation.**

- A. County shall pay Service Provider a sum not to exceed \$400.00 upon the Service Provider's completion of its obligations under this Contract.
- B. 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.
- C. The County shall pay the Service Provider within 30 days after Subsection 1 of this Contract is satisfied, unless the parties agree, in writing, to alternative payment arrangements.
- D. 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.
- E. 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.
- F. The Service Provider shall pay any and all subcontractors, material providers, or any other individual who, or entity that, provides services, personnel, materials, equipment, or otherwise to, or at the request of, the Service Provider and relating to this Contract.

3. **Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate at program's end on Thursday, October 30, 2025, unless terminated earlier pursuant to Section 5 of this Contract.

Version 05/28/2025

4. **Quality and Content of Performance.** All performances at the Davis County Library should be of the highest quality and appropriate for all ages and family audiences. Service Provider agrees that at no time during the performance will any offensive materials or conduct such as, but not limited to, any vulgar language, obscene gestures, sexual content, or other offensive material be presented. In the event that the performance at any time contains offensive materials or conduct, as determined by the Library Director, the County reserves the right to immediately cancel that performance and any future performance under this Contract. If future performances under this Contract are cancelled because of offensive materials or conduct, payment for those performances will be forfeited by the Service Provider. In addition, County policy prohibits solicitation (including distribution of passes, tickets, or business cards, etc., to the organization you are representing) or selling of goods or services during programs held in the library. Signage and branded wear are permissible as is an introduction to the program to make clear your credentials as a presenter on this topic, including your business affiliation.
5. **Early Termination.** This Contract may be terminated by any of the following actions:
 - A. Davis County may terminate this contract if annual appropriations, as part of Davis County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that Davis County's notice is effective under section 7.
 - B. Davis County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after Davis County's notice is effective under section 7.
 - C. Davis County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after Davis County's notice is effective under section 7.
 - D. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 7.
6. **Best Efforts of Service Provider.** Service Provider agrees that it will at all times faithfully, industrially, and to the best of Service Provider's ability, experience, and talents, perform all of the duties that may be required of and from Service Provider pursuant to the express and implicit terms of this Contract, to the reasonable satisfaction of County.
7. **Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

If to County:

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

If to Service Provider:

Ron Schwarz
7641 N Westhills Trail
Park City, UT, 84098
ronschwarz1@gmail.com

8. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** 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 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.

9. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any Davis County benefits.
10. **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.
11. **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.
12. **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.
13. **Entire Contract.** This Contract, including all attachments, if any, and any other documents referenced in this Contract or incorporated into this Contract by this reference, constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this Contract. Unless otherwise set forth in this Contract, this Contract supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Contract.
14. **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.
15. **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.
16. **Counterparts; Digital Signatures, and 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 one 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.

DAVIS COUNTY

By:

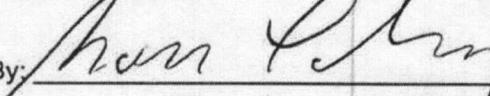

John J.
Director, Davis County Library

Date:

6/5/2025

RON SCHWARZ

By:


Ron Schwarz
Print Name: Ron Schwarz

Its:

OWNER

Date: 04 JUNE 2025

DAVIS COUNTY 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 (the "County"), and the following person or entity (the "Service Provider"):

Service Provider:	Ziegfeld Theater	Provider Phone Number:	855-944-2787
Contact Person:	Caleb Parry	Contact Email Address:	calebparry@zigarts.org
Provider Address:	3934 Washington Blvd, Ogden, UT, 84403	Type of Service:	Performance

Recitals

- A. The County operates a Library System consisting of Library Headquarters and six branch libraries. The Library System regularly provides educational and informational events for its patrons and Davis County residents;
- B. County desires to provide programs to benefit Library patrons and County residents; and
- C. Service Provider, who has represented to the County that it is a competent and experienced service provider, desires to provide the contractual services under this Contract.

The parties therefore agree as follows:

1. **Scope of Services.** Service Provider agrees to participate in the County's efforts to provide educational programs for its patrons by arranging for two actors to present an approximately sixty minute reading of the book *Address Unknown* by Katherine Taylor. County will acquire performance rights for the work. Service Provider agrees to present one program on the following date and at the following location:
2. **Program:** *Address Unknown: A Reading of the Letters Contained in the Novel*
Date and Time: Thursday, November 6, 2025 at 6:30 - 7:30 pm
Location: Clearfield City Community Arts Center, 140 Center St., Clearfield, Utah, 84015

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

3. **Compensation.**
 - A. County shall pay Service Provider a sum not to exceed \$300.00, upon the Service Provider's completion of its obligations under this Contract services under this Contract.
 - B. 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.
 - C. The County shall pay the Service Provider within 30 days after Subsection 1 of this Contract is satisfied, unless the parties agree, in writing, to alternative payment arrangements.
 - D. 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.
 - E. 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.
 - F. The Service Provider shall pay any and all subcontractors, material providers, or any other individual who, or entity that, provides services, personnel, materials, equipment, or otherwise to, or at the request of, the Service Provider and relating to this Contract.
4. **Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on November 6, 2025 at the conclusion of the program, unless terminated earlier pursuant to Section 5 of this Contract.
5. **Quality and Content of Performance.** All performances at the Davis County Library should be of the highest quality and appropriate for all ages and family audiences. Service Provider agrees that at no time during the performance will any offensive materials or conduct such as, but not limited to, any vulgar language, obscene gestures, sexual content, or other offensive material be presented. In the event that the

Version 07/21/2025

performance at any time contains offensive materials or conduct, as determined by the Library Director, the County reserves the right to immediately cancel that performance and any future performance under this Contract. If future performances under this Contract are cancelled because of offensive materials or conduct, payment for those performances will be forfeited by the Service Provider. In addition, County policy prohibits solicitation (including distribution of passes, tickets, or business cards, etc., to the organization you are representing) or selling of goods or services during programs held in the library. Signage and branded wear are permissible as is an introduction to the program to make clear your credentials as a presenter on this topic, including your business affiliation.

6. **Early Termination.** This Contract may be terminated by any of the following actions:
 - A. Davis County may terminate this contract if annual appropriations, as part of Davis County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that Davis County's notice is effective under section 7.
 - B. Davis County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after Davis County's notice is effective under section 7.
 - C. Davis County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after Davis County's notice is effective under section 7.
 - D. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 7.
7. **Best Efforts of Service Provider.** Service Provider agrees that it will at all times faithfully, industrially, and to the best of Service Provider's ability, experience, and talents, perform all of the duties that may be required of and from Service Provider pursuant to the express and implicit terms of this Contract, to the reasonable satisfaction of County.
8. **Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

If to County:

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

If to Service Provider:

Ziegfeld Theater
% Caleb Parry
3934 Washington Blvd
Ogden, UT 84403
calebparry@zigarts.org

9. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** 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 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.

Version 07/21/2025

10. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any Davis County benefits.
11. **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.
12. **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.
13. **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.
14. **Entire Contract.** This Contract, including all attachments, if any, and any other documents referenced in this Contract or incorporated into this Contract by this reference, constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this Contract. Unless otherwise set forth in this Contract, this Contract supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Contract.
15. **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.
16. **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.
17. **Counterparts; Digital Signatures, and 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 one 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>John Hm</u> Director, Davis County Library</p> <p>Date: <u>8/7/20</u></p>	<p>CALEB PARRY or AUTHORIZED SIGNER</p> <p>By: <u>Caleb Parry</u></p> <p>Print Name: <u>Caleb Parry</u></p> <p>Its: <u>Executive Director</u></p> <p>Date: <u>July 31, 2025</u></p>
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DAVIS COUNTY 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 (the "County"), and the following person or entity (the "Service Provider"):

Service Provider:	Darren Parry	Provider Phone Number:	801-510-4560
Contact Person:	Darren Parry	Contact Email Address:	darren.parry@utah.edu
Provider Address:	418 E 900 S, Providence UT 84332	Type of Service:	Educational

Recitals

- A. The County operates a Library System consisting of Library Headquarters and six branch libraries. The Library System regularly provides educational and informational events for its patrons and Davis County residents;
- B. County desires to provide programs to benefit Library patrons and County residents; and
- C. Service Provider, who has represented to the County that it is a competent and experienced service provider, desires to provide the contractual services under this Contract.

The parties therefore agree as follows:

1. **Scope of Services.** Service Provider agrees to present a program based on their new book, *Tending the Sacred*, and to sell and sign copies of their book.

Program: **Tending the Sacred: How Indigenous Wisdom Will Save the World**
Date and Time: **Monday, November 17, 2025 at 6:30 - 8:00 pm**
Location: **Layton Branch Library, 155 N Wasatch Drive, Layton, 801-451-1820**

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

2. **Compensation.**

- A. County shall pay Service Provider a sum not to exceed \$250.00, upon the Service Provider's completion of its obligations under this Contract services under this Contract.
- B. 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.
- C. The County shall pay the Service Provider within 30 days after Subsection 1 of this Contract is satisfied, unless the parties agree, in writing, to alternative payment arrangements.
- D. 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.
- E. 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.
- F. The Service Provider shall pay any and all subcontractors, material providers, or any other individual who, or entity that, provides services, personnel, materials, equipment, or otherwise to, or at the request of, the Service Provider and relating to this Contract.

3. **Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on November 17, 2025 at the conclusion of the program, unless terminated earlier pursuant to Section 5 of this Contract.

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

Version 07/21/2025

Contract. If future performances under this Contract are cancelled because of offensive materials or conduct, payment for those performances will be forfeited by the Service Provider. In addition, County policy prohibits solicitation (including distribution of passes, tickets, or business cards, etc., to the organization you are representing) or selling of goods or services during programs held in the library. Signage and branded wear are permissible as is an introduction to the program to make clear your credentials as a presenter on this topic, including your business affiliation.

5. **Early Termination.** This Contract may be terminated by any of the following actions:
 - A. Davis County may terminate this contract if annual appropriations, as part of Davis County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that Davis County's notice is effective under section 7.
 - B. Davis County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after Davis County's notice is effective under section 7
 - C. Davis County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after Davis County's notice is effective under section 7.
 - D. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 7.
6. **Best Efforts of Service Provider.** Service Provider agrees that it will at all times faithfully, industrially, and to the best of Service Provider's ability, experience, and talents, perform all of the duties that may be required of and from Service Provider pursuant to the express and implicit terms of this Contract, to the reasonable satisfaction of County.
7. **Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

If to County:

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

If to Service Provider:

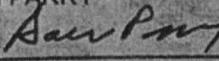
Darren Parry
418 E 900 S
Providence, UT 84332
darren.parry@utah.edu

8. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** 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 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.

9. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any Davis County benefits.
10. **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.
11. **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.
12. **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.
13. **Entire Contract.** This Contract, including all attachments, if any, and any other documents referenced in this Contract or incorporated into this Contract by this reference, constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this Contract. Unless otherwise set forth in this Contract, this Contract supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Contract.
14. **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.
15. **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.
16. **Counterparts; Digital Signatures, and 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 one 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.

DAVIS COUNTY	
By:	
Director, Davis County Library	
Date:	10/6/25

DARREN PARRY	
By:	
Print Name: Darren Parry	
Its:	
Date:	9-30-2025

Version 07/21/2025

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Library
Presenter: Ellen Peterson, Deputy Director
Agenda Item: Approval of a Memorandum of Agreement With Utah State Library for access to the Overdrive Beehive Library Consortium

Financial Information:

- Type: Payable
- Amount: \$122,640.39

Terms:

- Beginning Date: 01/01/2026
- Ending Date: 12/31/2026

Additional Financial Terms:

- GL Account Number: 2310580 540612
- Davis County Match: No
- Additional Financial Information: We receive 50% as credit towards purchasing titles for Overdrive.

Attachments:

1. USL - Beehive Consortium

2025-1081

Submitted by: Jennifer Tankersley, Confidential Admin Ast. Library
Requested meeting date: 10/14/2025

This page has been added for processing purposes & is not a part of the following legal document.



USL MEMORANDUM OF AGREEMENT

This Agreement is entered into by the Department of Heritage and Arts, Utah State Library Division, herein referred to as **USL**, and **Davis County Library**, herein referred to as "LIBRARY."

Davis County Library
133 South Main Street
Farmington, UT 84025

Contact Person: Josh Johnson
Phone Number: 801.451.3050
Email: jjohnson@co.davis.ut.us

PURPOSE OF AGREEMENT:

As a member of the Beehive Library Consortium, administered by the Utah State Library (USL), LIBRARY agrees to contribute a specified dollar amount of LIBRARY'S annual collection budget (the amount spent on print books, monographs, and audio-visual materials) for the purchase of digital content in OverDrive. LIBRARY understands that that dollar amount will be based on LIBRARY'S percentage of the total OverDrive circulation from the previous calendar year.

THEREFORE, the parties agree as follows:

1. **This Agreement must be returned to USL with all required LIBRARY initials and/or signatures by October 31, 2025.** Any exceptions must be arranged in writing via email to Marie Erickson, Library Resources Program Manager at merickson@utah.gov.
2. **The effective dates of Agreement shall be from January 1, 2026 through December 31, 2026.** This term is in line with the fiscal years as follows: County Library System: January 1, 2026 - December 31, 2026 or City Library: July 1, 2026 - June 30, 2027.
3. **This Agreement may be terminated with or without cause by either party with 60 days prior written notice.** Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures.
4. **This Agreement may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Agreement.**
5. **USL is subject to the Government Records Access and Management Act, Utah Code § 63G-2-101 et seq. ("GRAMA").** Accordingly, certain records within possession or control, including without limitation, this Agreement, may be subject to public disclosure; and both parties' confidentiality obligations shall be subject in all respects to compliance with GRAMA.
6. **In performance of this Agreement both parties shall comply with all applicable federal, state, and local laws, codes, regulations, rules and orders.** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, In the Third Judicial District Court for Salt Lake County.

7. Neither party shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.
8. USL is a governmental entity as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Agreement shall be construed as a waiver by USL of any rights, limits, protections or defenses provided by the Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
9. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:

USL Contact: Marie Erickson, merickson@utah.gov 801-715-6756
 LIBRARY Contact: Josh Johnson, jjohnson@co.davis.ut.us, 801.451.3050

CONTRIBUTION AMOUNTS OF PARTICIPATING LIBRARIES:

LIBRARY contributions will be calculated based on their circulation statistics for 2024. The amount per circ will be calculated as follows: (LIBRARY'S circulation/Total Consortium Circulation) * Total Consortium Budget. (1,127,583/7,034,987*\$765,153)

The Total Consortium Budget will be agreed upon by the group by the June previous to the beginning of each calendar year.

LIBRARY'S OverDrive circulation in 2024 was **1,127,583**

The BLC total circulation in 2024 was **7,034,987**

LIBRARY'S percentage of total circulation was **16.03%**

The BLC total 2026 budget is **\$765,153**.

LIBRARY'S PORTION OF 2026 BUDGET IS \$122,640.39

Libraries with 2024 collection expenditures under \$30,000 ONLY, please Indicate an option below:

- LIBRARY has the resources to cover its contribution without assistance from the USL.
- LIBRARY does not have the resources to pay the full amount, but would like to be invoiced for this amount instead: _____
- LIBRARY is unable to pay any amount at this time and would like the USL to cover LIBRARY'S contribution. LIBRARY understands that in future years, if LIBRARY expenditures exceed \$30,000, LIBRARY will be responsible for paying its own contribution.

Agreement

PURCHASING & INVOICING OF PARTICIPATING LIBRARIES:

All libraries will be invoiced by OverDrive (not the USL) for their membership contributions at the beginning of the fiscal year. Each library may choose to be invoiced in one of two ways. **Please Indicate one option below:**



OPTION 1: LIBRARY chooses one (1) invoice for LIBRARY'S contribution. LIBRARY does not wish to select shared content. All monies will be paid to the consortium account and will be used by the State Library to select and purchase shared content.

LIBRARY acknowledges that LIBRARY'S contribution will be used by the USL for the shared collection and will be equally accessible to ALL patrons.



OPTION 2: LIBRARY chooses two (2) invoices for LIBRARY'S contribution. LIBRARY chooses to select shared content.

Invoice 1: 50% of LIBRARY'S contribution will be paid to the consortium account and used by the State Library for selecting and purchasing content for the shared collection.

Invoice 2: 50% of LIBRARY'S contribution will be paid to LIBRARY'S Advantage account and will be used by LIBRARY to select and purchase content for the shared collection.

LIBRARY acknowledges that 50% of LIBRARY'S contribution will be used by USL for the shared collection and content will be equally accessible to ALL patrons because they will be "owned" by the consortium and 50% of LIBRARY'S contribution will be used by LIBRARY for the shared collection but owned by the advantage library.

REQUIRED SUPPORT AND LIBRARY INFORMATION

<https://www.daviscountyutah.gov/library/contact#contact-form-landing>

End user support email or support form URL* _____

*This should be a shared email at your library or a URL to a support form where OverDrive can refer your patrons who contact them about library card or pin number problems.

LIBRARY's purchasing agents:

Name:

Email:

Ellen Peterson epeterson@co.davis.ut.us

Kerry Robb krobb@co.davis.ut.us

LIBRARY's MARC record/ILS integration (Please check one.)



My ILS integrates OverDrive MARC records in the library catalog.



My ILS does not integrate OverDrive MARC records in the library catalog.

Acknowledgements and Agreements of Participating Libraries

- Acknowledges that the annual contribution amount will be invoiced by OverDrive to LIBRARY within the first five business days of the effective date of this Memorandum of Agreement, which is the beginning of LIBRARY'S fiscal year.
- Acknowledges that the annual contribution will be paid to OverDrive by LIBRARY.
- Agrees to share OverDrive, Inc. (OC/OU, MA: by time--one user, MA: by earlier of x time or y checkouts--one user) digital content the library purchases with the Consortium. For more information on lending models: <https://resources.overdrive.com/understanding-lending-models/>
- Acknowledges that LIBRARY must use a patron authentication method such as SIP, SIP2, NCIP, Patron API, or Overdrive's User Login Manager.
- Acknowledges that the above authentication methods may incur additional costs. All such fees shall

Agreement between USL and Davis County Library

be at LIBRARY'S own expense and are not included in the contribution amount.

- Agrees to notify the Utah State Library and OverDrive of any changes to the above patron authentication methods, ILS changes, library card number changes, or server updates as soon as possible.
- Agrees to serve as the first point of contact for OverDrive and patron inquiries related to authentication, PINs/Passwords, and blocked/expired cards by providing a local support email or URL to a web form.
- If LIBRARY currently integrates OverDrive MARC records in its ILS, LIBRARY agrees to remove weeded MARC records from LIBRARY'S ILS as needed. Weed lists will be sent as needed if titles are weeded from the shared collection.
- Agrees to follow all policies and guidelines put forth by the Beehive Library Consortium Administrative Committee.
- Agrees to notify the Utah State Library of any contact changes as soon as possible.
- Agrees to require all purchasing agents to take an annual training on OverDrive Marketplace, consortium purchasing guidelines, and to register for the BLC listserv where important information relevant to purchasing in Marketplace will be shared.
- Acknowledges that if LIBRARY withdraws from the Beehive Library Consortium prior to the expiration of the Utah State Library's agreement with OverDrive, all content, products and services that have been purchased with LIBRARY'S monetary and in-kind contributions to the Consortium shall remain with the Consortium. All Advantage Library content will remain with LIBRARY.
- LIBRARY agrees not to purchase pre-order titles unless otherwise authorized by the Administrative Committee.
- LIBRARY agrees to prioritize local holds, especially if the title is not owned by the State Library, over new titles to ensure shorter wait times for their own patrons.

Acknowledgements and Agreements of Utah State Library (Consortium Leader)

- Agrees to pay the annual maintenance and platform fee to OverDrive, Inc.
- Agrees to purchase magazine subscription of 4,650+ titles.
- Agrees to cover the contribution amounts of any libraries with an annual collection expenditures amount of less than \$30,000 if it is needed.
- Agrees to act as system administrator for the OverDrive platform and project manager for the consortium.
- Agrees to provide training to member libraries as needed.
- Agrees to create and advise committees.
- Agrees to make MARC records available.
- Agrees to send weed lists as needed to member libraries.

Failure of a library to comply with the conditions stated above will result in the removal of the member library from the Beehive Library Consortium.

In witness thereof, the parties sign and cause this Agreement to be executed.

UTAH STATE LIBRARY

Cara Rothman
Cara Rothman, Director

10/14/2025
Date

DAVIS COUNTY LIBRARY

Joshua Johnson
Joshua Johnson (Oct 14, 2025 14:20:33 MDT)
Director

10/03/2025
Date

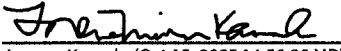
Signature Page

Contracting entity: Utah State Library

Contract No: #2025-1081

Contract description: Approval of a Memorandum of Agreement With Utah State Library for access to the Overdrive Beehive Library Consortium

DAVIS COUNTY


By: Lorene Kamalu (Oct 15, 2025 14:56:26 MDT) Date: 10/15/2025
Lorene Miner Kamalu, Chair
Davis County Board of County Commissioners

ATTEST:


Brian McKenzie (Oct 15, 2025 15:56:34 MDT)
Brian McKenzie
Davis County Clerk

#2025-1081



PROPOSED 2026 Holiday Closures

January 19, 2026 (Monday)

February 16, 2026 (Monday)

May 25, 2026 (Monday)

June 15, 2026 (Monday)

July 3, 2026 (Friday)

July 24, 2026 (Friday)

September 7, 2026 (Monday)

November 11, 2026 (Wednesday)

November 26, 2026 (Thursday)

November 27, 2026 (Friday)

December 25, 2026 (Friday)

January 1, 2027 (Friday)



DAVIS COUNTY LIBRARY BOARD

PROPOSED 2026 Schedule of Meetings

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

January 8th, 2026 (133 S Main St, Farmington)

February 12th, 2026 (133 S Main St, Farmington)

March 12th, 2026 (133 S Main St, Farmington)

April 9th, 2029 (133 S Main St, Farmington)

May 14th, 2026 (133 S Main St, Farmington)

June 11th, 2026 (133 S Main St, Farmington)

August 13th, 2026 (133 S Main St, Farmington)

September 10th, 2026 (133 S Main St, Farmington)

October 8th, 2026 (133 S Main St, Farmington)

November 12th, 2026 (133 S Main St, Farmington)

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

Library



Mission Statement

In fulfillment of its responsibility as a vibrant public agency vital to the quality of life of the citizens of Davis County, the Davis County:

- Provides the diverse community it serves with cost-effective access to information in formats that most clearly meet the needs of the citizens it serves;
- Develops programs, collections and policies based on a broad vision of what constitutes "library services" and do so in a manner which invites patrons to explore the ways in which the library can be of value in their lives;
- Adds value to library services through quality person-to-person assistance;
- Manages library resources efficiently, effectively and with full accountability for the stewardship of a valued public service.

2024 Inputs/Outputs		Core Functions & Services
FTE:	85	Provide the highest quality library services to citizens of all ages within the community at all times by:
CARDHOLDERS:	133,995	<ul style="list-style-type: none">○ Continued review of established library policies and best practices to ensure conformity with Davis County policies and applicable law while removing barriers to patron service.
<u>PROGRAMS</u>		<ul style="list-style-type: none">○ Manage library locations as public spaces that meet the community's general expectations for attractive, safe, functional environments offering opportunities for individuals in the community to fill personal informational or recreational needs and community groups to exchange cultural, civic or educational ideas.
Total Attendance:	79,238	<ul style="list-style-type: none">○ Engage in continuous assessment and evaluation of short and long range strategic planning related to provision of services, financial planning and budget forecasting. Maintain an informed awareness of the needs of patrons, providing options for implementing service enhancements as available revenue permits. Introduce new services/options that respond to all of the above.
Total Offered:	2,140	
<u>PHYSICAL COLLECTIONS</u>		
Total Items:	571,670	
Total Checkouts:	3,588,400	
<u>ELECTRONIC COLLECTIONS</u>		
Total Items:	517,954	
Total Checkouts:	1,204,170	
<u>TECHNOLOGY</u>		
Total Website Visits:	799,233	
Total # Public PCs:	115	
Total Public PC Sessions:	79,638	
Total Wireless Sessions:	512,766*	
<u>NEW SERVICES</u>		
Niche Academy (training software for both staff and patrons)		
*New statistic available for 2024		

Library



Current Year Projected Outcomes

Human Resources

- Evaluate Staffing Needs at Public Service Desks – we began what will be a multi-year project experimenting with more effective ways to staff library branches while still maintaining quality public services.

Capital Projects & Related

- Bountiful Branch Rebuild – we contracted with an architect, began initial design, examined details related to a land swap with Bountiful City and the previously performed feasibility study on the current building. When this was presented to the Library Board, they voted to remodel the current location, rather than move forward with a land swap. We anticipate finishing an RFP, and selecting a contractor as part of a CM/GC process to finish up the design process we started early in the year.
- Lighting & Minor Millwork Replacement – Lighting was competed and has improved the visibility of book labels and the overall ease of using the Layton Branch. We have opted to push millwork and similar improvements back in favor of a feasibility study involving potential capital maintenance and improvement on Layton Branch (see next year initiatives).
- Additional Carpet Replacement at Kaysville Branch – we are working with the Facilities Department to contract with a carpeting vendor for this project. We anticipate completion by end of 2025.
- Non-Functional Turf Replacement – This project was partially completed using unspent capital funds in late of 2024.

Technology

- Increased Training for Public and Staff – we have implemented the public-facing portion of this software and patrons now have access to instructional videos for many of our databases and services. With this complete, we anticipate a multi-year implementation of tracked staff training using the new software.
- Microsoft Publisher Replacement – selected staff have begun using Canva as a replacement for MS Publisher and most library staff members have migrated to Google products instead of MS Office as cost-reducing effort.

Programming & Outreach

- Additional Social Media Channels – after evaluating staff time and available channels, we have elected to maintain current channels until after the marketing vendor is selected.
- Hire Marketing Vendor to Help Develop Marketing/Outreach Plan – currently in selection process, will be under contract by end of year.

Library



Next Year Budget Initiatives

Revenues

- Explore Potential Grant Funding – due to receding federal grant funding, and to best use public funds, we intend to explore options for grant funding for capital and operational projects.
- Explore Other Funding Opportunities – due to recent changes to Davis County Financial policies, the Library will explore opportunities for funding outside of traditional tax revenues which may include: donor naming rights for capital projects and improvements and potential sponsorships for library programming and related efforts.

Human Resources

- Explore Alternative Methods of Staffing Public Service Desks – we will continue our multi-year project experimenting with more effective ways to staff library branches while still maintaining quality public services. This will include evaluating job descriptions and duplication of effort at public service desks in all locations.

Capital Projects & Related

- Bountiful Branch Rebuild – we anticipate closure of the current branch by March 2026, with off-site services beginning as soon as we can relocate shelving, staff, equipment, and collections. Current estimates put this project completion at 18-24 months.
- Feasibility Study – in order to best use public funds, we intend to hire an architect to explore potential capital maintenance and improvement on our two older buildings (Layton and Centerville Branches), which means we may push back small, cosmetic improvements to make certain public monies are spent in the most effective way possible.

Technology

- AI Resource Search – close on the heels of Davis County's implementation of an AI assisted search for their website, we are working with the Information Systems Department to assess the possibility of an AI assisted search of all library resources that has the potential to greatly increase access to and use of all our resources.
- Centralized Statistical Data – we are currently working to understand options for centralizing the statistical data related to library services so we can better track, evaluate, and improve public services and communicating these resources to the public.

Programming & Outreach

- Implement Marketing Marketing/Outreach Plan – we will finish working with our newly acquired marketing vendor to better understand public need and expectations, increase library relevance and community involvement through updated branding, marketing materials, and public perception.

Library Finances



2026 OPERATING AND CAPITAL BUDGETS

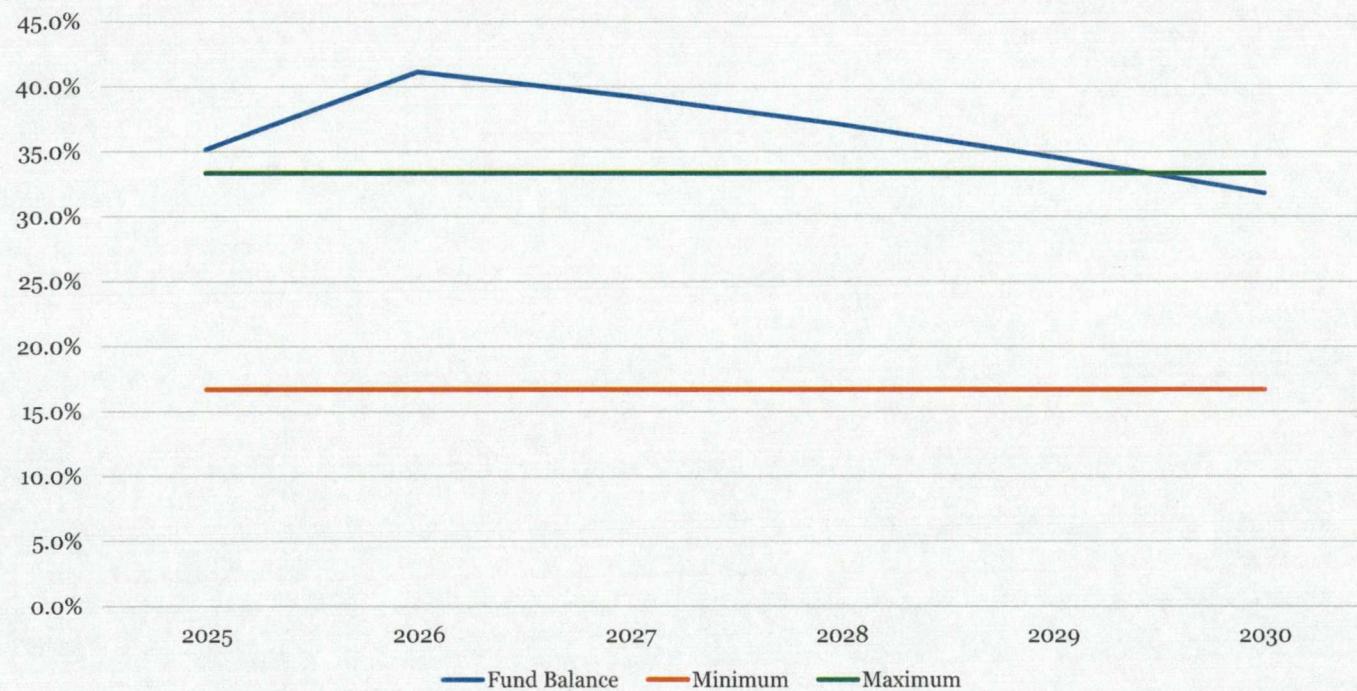


Library Expenditures per Capita in 2024

County	Population	Per Capita
Salt Lake	1,185,813	\$44.76
Weber	271,926	\$53.22
Davis	373,207	\$24.93
Washington	202,452	\$24.04

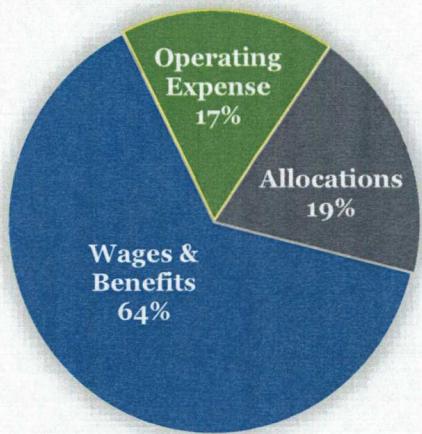
* Utah County does not have a county library; it has multiple city libraries combined with a bookmobile run by the Utah's State Library.

5 Year Preview



Library Operational Expenditures

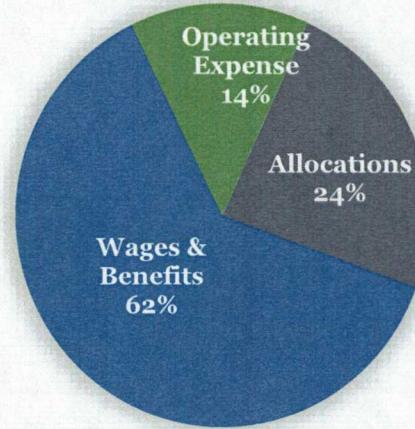
**2024
Expenditures**



**2025 Budgeted
Expenditures**



**2026 Projected
Expenditures**



General Fund New Requests

- \$200k – Off-Site Locations
Related to Bountiful
Branch Construction costs
- \$? – Increased HR Costs
COLA/Merit Changes
Changes in benefits cost
- \$? – Added Allocations