



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 May 14, 2026.

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. **#2026-410. Approval of Minutes - April 9th, 2026** - presented by Joshua Johnson, Director, Library
2. **#2026-491. Ratification of Expenditures — March 2026** - presented by Joshua Johnson, Director, Library
3. **#2026-388. Ratification of the Davis County Library Quarterly Donations** - presented by Joshua Johnson, Director, Library

Financial Information:

- Type: Receivable
- Amount: \$1,833.50

Terms:

- Beginning Date: 01/01/2026
- Ending Date: 03/31/2026

4. **#2026-389. Ratification of the Davis County Library Quarterly Low Dollar Contracts** - presented by Joshua Johnson, Director, Library

Financial Information:

- Type: Payable
- Amount: \$87.00

Terms:

- Beginning Date: 1/1/2026
- Ending Date: 12/31/2026

5. **#2026-527. Ratification of Simple Boundary Adjustment for Bountiful Library** - presented by Joshua Johnson, Director, Library
6. **#2026-518. Approval of North Salt Lake Library Location Lease** - presented by Joshua Johnson, Director, Library

7. **#2026-523. Approval of Library Collection Appeals and Administrative Review Committees -**
presented by Joshua Johnson, Director, Library

INFORMATION & DISCUSSION ITEMS

8. **#2026-480. Reorganization of Davis County Library Staffing -** *presented by Joshua Johnson, Director, Library*
9. **#2026-387. South End Construction Update -** *presented by Trent Smith, Modern Out West*

ADJOURNMENT

LIBRARY BOARD MINUTES

Library Board Meeting Minutes Thursday, May 14, 2026

The Davis County Library Board met for their regularly scheduled meeting at 1:00 PM on May 14, 2026, at the Library Headquarters Staff Conference Room.

Ryan Nilsen, Chair
Rosalie Taylor, Vice Chair
Aaron Becker, Board Member
Jessica Groves, Board Member
Justin Wright, Board Member
Sara Reed, Board Member
Josh Johnson, Library Director

Lynnette Mills, Deputy Director
Matt Goff, Deputy Director
Ellen Peterson, Deputy Director
Tony Summers, Human Resources
Trent Smith, Modern Out West
Jenny Tankersley, Library

WELCOME

Ryan Nilsen welcomed the Board and called the meeting to order at 1:01 pm.

PUBLIC COMMENTS

There were no public comments.

ACTION ITEMS

1. **#2026-410. Approval of Minutes - April 9th, 2026 - presented by Joshua Johnson, Director, Library**

Josh presented the minutes to the Board. There were no questions on the minutes.

Rosalie Taylor moved to approve the minutes from April 9th, 2026. Jessica Groves seconded the motion. The motion was unanimously carried.

2. **#2026-491. Ratification of Expenditures — March 2026 - presented by Joshua Johnson, Director, Library**

Josh presented the expenditures from March 2026. Jessica Groves asked about the interest earnings line in the capital projects budget. She noticed that the month-to-date and year-to-date totals did not match with the February 2026 expenditures. Josh said that the Library will reach out to the Controller's office to ask about the inconsistency. He suggested the Board table the expenditures until the next meeting.

Trent Smith and Ellen Peterson arrived.

Rosalie Taylor moved to table the Ratification of the March 2026 Expenditures. Justin Wright seconded the motion. The motion was unanimously carried.

Justin Wright and Sara Reed arrived.

3. **#2026-388. Ratification of the Davis County Library Quarterly Donations - presented by Joshua Johnson, Director, Library**

Financial Information:

- Type: Receivable
- Amount: \$1,833.50

Terms:

- Beginning Date: 01/01/2026
- Ending Date: 03/31/2026

Josh presented the quarterly donations to the Board.

Aaron Becker moved to approve the Davis County Library Quarterly Donations. Justin Wright seconded the motion. The motion was unanimously carried.

4. **#2026-389. Ratification of the Davis County Library Quarterly Low Dollar Contracts - presented by Joshua Johnson, Director, Library**

Financial Information:

- Type: Payable
- Amount: \$87.00

Terms:

- Beginning Date: 1/1/2026
- Ending Date: 12/31/2026

Josh presented the Quarterly Low Dollar Contracts to the Board.

Jessica Groves moved to approve the Quarterly Low Dollar Contracts. Sara Reed seconded the motion. The motion was unanimously carried.

5. **#2026-527. Ratification of Simple Boundary Adjustment for Bountiful Library - presented by Joshua Johnson, Director, Library**

Josh and Trent Smith explained to the Board that the boundary adjustment included an equivalent land swap with Bountiful City for more usable land. This agreement allows the Library to increase the area for a parking lot that will better serve the Library's patrons.

Rosalie Taylor moved to ratify the Boundary Adjustment for Bountiful Library. Aaron Becker seconded the motion. The motion was unanimously carried.

6. **#2026-523. Approval of Library Collection Appeals and Administrative Review Committees - presented by Joshua Johnson, Director, Library**

Josh presented the proposed Library Collection Appeals and Administrative Review Committees for July 1, 2026-June 30, 2027 to the Board. A couple of errors and dates were noticed. Josh said he would fix the errors and present the item again next month.

Justin Wright moved to table the Library Collection Appeals and Administrative Review Committees item. Sara Reed seconded the motion. The motion was unanimously carried.

INFORMATION & DISCUSSION ITEMS

7. **#2026-480. Reorganization of Davis County Library Staffing - presented by Joshua Johnson, Director, Library**

Josh presented the proposed reorganization of Davis County Library staffing. The proposed reorganization is focused on patron experience. The Library has been gathering statistics for four years on how our patrons are served, and it's been discovered that 90% of patron's interactions are handled in 5 minutes or less. The proposed staffing model allows the majority of patrons to be assisted with everything they need by the first staff member they encounter while allowing more experienced staff more time for specialized work. The proposal allows 60 staff positions to be assigned more meaningful work while patrons will be better served. The proposal does mean that 10 part-time positions will be relinquished by the library at a savings of \$105,000 per year. Josh explained that the reduced personnel costs are a byproduct of the new staffing model and were not the original goal; the goal has been to shift to a unified public service model. Josh told the Board that the current model is being tested at the TWIG throughout May and June.

Justin Wright asked if Josh had planned times for staff feedback. Josh said that he would meet with staff at their branch meetings. Rosalie Taylor commented that as a former employee, she felt the proposal was well-thought-out and a great idea. The other Board members agreed.

8. #2026-387. South End Construction Update - *presented by Trent Smith, Modern Out West*

Trent Smith updated the Board on the Bountiful renovation project. He shared the plans for the building, including removing the one-way driveway, increased parking, no steps into the building, a drive-through, a back porch complete with rocking chairs, and increased meeting spaces.

Justin Wright asked about the water footprint. Trent explained that they did not need to up the sewer main and the new plantings will include low maintenance and water-wise plants. Quite a bit of grass will be removed and there will be a shift to drip irrigation.

Trent told the Board that timelines are scary, but the plan is that in late summer to early fall of 2027 the library will be ready for stacks, chairs, and books.

ADJOURNMENT

The Board adjourned at 2:31 pm

Library Board
AGENDA ITEM SUMMARY

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

Vendor/Customer Name: N/A
Purchase Type:
Procurement Method:

Financial Information:

- Type: Receivable
- Amount: \$1,833.50

Terms:

- Beginning Date: 01/01/2026
- Ending Date: 03/31/2026

Additional Financial Terms:

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

Attachments:

1. Donations Q1-2026

2026-388

Submitted by: Jennifer Tankersley, Confidential Admin Ast. Library
Requested meeting date: 5/14/2026

Davis County Library - Quarterly Donation Log Jan - Mar 2026

Branch	Date	Patron name	Estimated value of donation
Headquarters	1/2/2026	Anonymous	\$20.00
Syracuse	1/2/2026	Anonymous	\$21.50
Bountiful	1/2/2026	Anonymous	\$7.00
Layton	1/2/2026	Anonymous	\$0.50
Kaysville	1/2/2026	Anonymous	\$6.00
Layton	1/2/2026	David Macon	\$23.50
Layton	1/3/2026	Avery Brown	\$77.00
Layton	1/3/2026	Anonymous	\$1.00
Kaysville	1/5/2026	Anonymous	\$2.75
Bountiful	1/5/2026	Anonymous	\$7.25
Layton	1/6/2026	Patricia Jamison	\$1.00
Layton	1/6/2026	Roberta Dixon	\$23.00
Bountiful	1/6/2026	Anonymous	\$7.00
Kaysville	1/6/2026	Anonymous	\$4.25
Bountiful	1/7/2026	Anonymous	\$0.25
Bountiful	1/8/2026	Anonymous	\$16.00
Layton	1/8/2026	Anonymous	\$13.50
Centerville	1/9/2026	Anonymous	\$2.00
Centerville	1/9/2026	Anonymous	\$4.00
Centerville	1/9/2026	Anonymous	\$3.00
Kaysville	1/9/2026	Anonymous	\$8.25
Clearfield	1/9/2026	Anonymous	\$36.50
Clearfield	1/9/2026	Anonymous	\$15.50
Layton	1/10/2026	Anonymous	\$1.00
Headquarters	1/10/2026	Anonymous	\$4.50
Layton	1/10/2026	Anonymous	\$5.75
Headquarters	1/13/2026	Anoymous	\$11.50
Layton	1/13/2026	Anonymous	\$18.50
Bountiful	1/14/2026	Anonymous	\$0.25
Clearfield	1/14/2026	Anonymous	\$1.00
Layton	1/16/2026	Anonymous	\$1.25
Centerville	1/16/2026	Anonymus	\$17.50
Bountiful	1/16/2026	Anonymous	\$5.00
Layton	1/16/2026	Anonymous	\$1.25
Bountiful	1/17/2026	Anonymous	\$1.00
Layton	1/17/2026	Anonymous	\$1.00
Layton	1/20/2026	Anonymous	\$11.00
Kaysville	1/20/2026	Mikayla Rivera	\$3.00
Layton	1/20/2026	Anonymous	\$14.50

Davis County Library - Quarterly Donation Log Jan - Mar 2026

Branch	Date	Patron name	Estimated value of donation
Kaysville	1/20/2026	Anonymous	\$33.50
Bountiful	1/21/2026	Anonymous	\$0.25
Bountiful	1/21/2026	Anjomani Family	\$12.75
Layton	1/23/2026	Anonymous	\$56.00
Kaysville	1/23/2026	Anonymous	\$3.00
Kaysville	1/23/2026	Anonymous	\$2.00
Bountiful	1/24/2026	Cory Hamblin	\$1.00
Centerville	1/24/2026	Anonymous	\$3.50
Layton	1/27/2026	Anonymous	\$21.25
Kaysville	1/28/2026	Anonymous	\$0.25
Headquarters	1/29/2026	Bloyd, Jenny	\$66.25
Centerville	1/29/2026	Anonymous	\$19.00
Layton	1/30/2026	Jose Santiago	\$5.25
Layton	1/30/2026	Anonymous	\$2.50
Syracuse	2/2/2026	Anonymous	\$4.50
Syracuse	2/3/2026	Anonymous	\$86.50
Kaysville	2/4/2026	Anonymous	\$8.25
Layton	2/5/2026	Anonymous	\$11.00
Clearfield	2/7/2026	Anonymous	\$84.00
Clearfield	2/10/2026	Anonymous	\$54.25
Clearfield	2/10/2026	Anonymous	\$0.25
Kaysville	2/10/2026	Anonymous	\$7.50
Kaysville	2/11/2026	Anonymous	\$3.25
Layton	2/12/2026	Anonymous	\$76.00
Layton	2/12/2026	Anonymous	\$0.25
Kaysville	2/12/2026	Anonymous	\$1.00
Layton	2/13/2026	Anonymous	\$1.25
Clearfield	2/13/2026	Anonymous	\$20.00
Headquarters	2/14/2026	Anonymous	\$4.50
Kaysville	2/17/2026	Anonymous	\$6.00
Layton	2/17/2026	Anonymous	\$17.50
Kaysville	2/18/2026	Anonymous	\$32.50
Kaysville	2/20/2026	Anonymous	\$6.50
Headquarters	2/20/2026	Anonymous	\$1.00
Headquarters	2/21/2026	Anonymous	\$0.25
Headquarters	2/21/2026	Anonymous	\$0.50
Headquarters	2/21/2026	Anonymous	\$3.75
Clearfield	2/23/2026	Anonymous	\$0.25
Centerville	2/25/2026	Anonymous	\$19.00

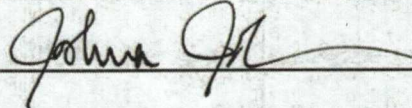
Davis County Library - Quarterly Donation Log Jan - Mar 2026

Branch	Date	Patron name	Estimated value of donation
Layton	2/25/2026	Anonymous	\$0.25
Layton	2/25/2026	Anonymous	\$0.75
Layton	2/27/2026	Esther Medina	\$65.00
Layton	2/27/2026	Anonymous	\$3.00
Kaysville	2/27/2026	Anonymous	\$4.75
Layton	2/28/2026	Anonymous	\$5.25
Layton	3/2/2026	Anonymous	\$29.00
Centerville	3/2/2026	Mary Jones	\$0.25
Layton	3/2/2026	Anonymous	\$0.25
Syracuse	3/3/2026	Anonymous	\$90.50
Layton	3/4/2026	Anonymous	\$33.75
Layton	3/5/2026	Anonymous	\$7.00
Kaysville	3/5/2026	Anonymous	\$0.25
Centerville	3/7/2026	Anonymous	\$1.50
Kaysville	3/7/2026	Anonymous	\$31.00
Headquarters	3/7/2026	Anonymous	\$2.25
Centerville	3/7/2026	Anonymous	\$4.25
Layton	3/9/2026	Anonymous	\$0.25
Layton	3/9/2026	Anonymous	\$2.00
Clearfield	3/10/2026	Anonymous	\$2.00
Centerville	3/10/2026	Anonymous	\$1.00
Centerville	3/13/2026	Anonymous	\$1.50
Kaysville	3/13/2026	Anonymous	\$11.50
Layton	3/13/2026	Anonymous	\$42.00
Centerville	3/14/2026	Anonymous	\$0.25
Centerville	3/14/2026	Anonymous	\$4.75
Bountiful	3/16/2026	Anonymous	\$5.00
Centerville	3/16/2026	Anonymous	\$2.75
Layton	3/16/2026	Anonymous	\$0.25
Clearfield	3/17/2026	Angelique Brebis	\$0.25
Clearfield	3/17/2026	Anonymous	\$3.00
Kaysville	3/18/2026	Anonymous	\$0.25
Centerville	3/19/2026	Anonymous	\$5.50
Kaysville	3/19/2026	Anonymous	\$0.50
Layton	3/19/2026	Anonymous	\$0.25
Layton	3/19/2026	Anonymous	\$11.00
Layton	3/19/2026	Anonymous	\$5.00
Kaysville	3/20/2026	Anonymouse	\$8.00
Headquarters	3/20/2026	J&D Woodward	\$275.00

Davis County Library - Quarterly Donation Log Jan - Mar 2026

Branch	Date	Patron name	Estimated value of donation
Kaysville	3/21/2026	Anonymous	\$24.25
Kaysville	3/23/2026	Anonymous	\$5.50
Layton	3/24/2026	Anonymous	\$0.25
Kaysville	3/24/2026	Anonymous	\$5.75
Kaysville	3/24/2026	Anonymous	\$1.00
Bountiful	3/25/2026	Anonymous	\$1.00
Kaysville	3/27/2026	Anonymous	\$0.25
Layton	3/28/2026	Anonymous	\$6.00
Kaysville	3/31/2026	Anonymous	\$0.50
Kaysville	5/10/2026	Anonymous	\$3.00
Bountiful	12/7/2026	James & Janet Williams	\$50.00
Total			\$1,833.50

Recommended by:



Approved by:

John Crofts
John Crofts (Apr 14, 2026 12:46:49 MDT)

Attest:

Brian McKenzie
Brian McKenzie (Apr 14, 2026 13:01:47 MDT)

Library Board
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Library
Presenter: Joshua Johnson, Director
Agenda Item: Ratification of the Davis County Library Quarterly Low Dollar Contracts

Vendor/Customer Name: N/A
Purchase Type:
Procurement Method:

Financial Information:

- Type: Payable
- Amount: \$87.00

Terms:

- Beginning Date: 1/1/2026
- Ending Date: 12/31/2026

Additional Financial Terms:

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

Attachments:

1. Low Dollar Contracts Q1 2026

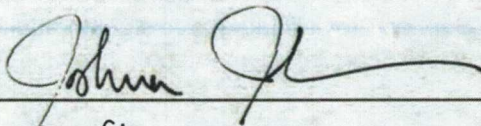
2026-389

Submitted by: Jennifer Tankersley, Confidential Admin Ast. Library
Requested meeting date: 5/14/2026

Davis County Library Low Dollar Contract Summary

Name	Date of Programs/Contract	Purpose/Program
USU Extension	Jan 1, 2026-Dec 31, 2026	Healthy Relationship programs
Rhythm Red Devils	January 24, 2026	Blast from the Past - Bountiful Branch Library Closing P
Vincent Bates	March 11, 2026	Golden Tales - WSU Storytelling Festival
Shelly Brown & Chad Morris	March 12, 2026	Meet the Authors Shelly Brown and Chad Morris
Rachel Rueckert	March 18, 2026	The Determined: An Author Event with Rachel Rueck
Ray Rhea DJ & Square Dance Caller	March 20, 2026	America 250: To History and Beyond!
Chaundra Wilson	April 6, 2026	Ukrainian Egg Decorating
Society for Creative Anachronism	April 20, 2026	Medieval Times with the Society for Crative Anachron
Tiffany Newman	April 23, 2026	Design a Library
Utah Pet Partners Registered Therapy Animal Teams	Jun 1, 2026 - Dec 31, 2026	Read with a Therapy Dog
The Improvables	June 16, 2026	Teen Summer Reading: Night of Improv
Alise Skaggs	June 8, 2026	Basque Dance - Summer Reading
Wasatch Forge	June 23, 2026	Wasatch Forge - Summer Reading
Celeste Allen Metz	October 12th, 2026	Tai Chi for Adults and Teens
Total		

Recommended by:



John Crofts

John Crofts (Apr 14, 2026 12:51:21 MDT)

Approved by:



Brian McKenzie

Brian McKenzie (Apr 14, 2026 12:55:27 MDT)

Attest:

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: Contact: Address:	Utah State University USU Healthy Relationships Sam Phelps 2705 Old Main Hill Logan, UT 84322-2705	Phone:	435-797-3300
		Email:	samuel.phelps@usu.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 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. USU Healthy Relationships, 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 and the County will, when appropriate opportunities are available, plan and present programs within the scope of the Service Provider's area of expertise in Healthy Relationships. 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. Services under this contract will be in effect from January 1, 2026 through December 31, 2026. 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.

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 By: <u></u> Director, Davis County Library System Date: <u>1/16/26</u>	SERVICE PROVIDER By: <u></u> Print Name: <u>Cameron Davis</u> Its: <u>Purchasing Agent</u> Date: <u>5 January 2025</u>
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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:	Rhythm Red Devils	Phone:	801-656-9863
Contact:	Douglas Bailey		
Address:	1391 N 400 E, CTV, UT 84104		
		Email:	adbailey21@gmail.com
		Performance Type:	Musical

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 programs for its patrons by providing approximately two hours of music during the closing party of the Bountiful Branch Library. Service Provider agrees to present one program on the following date and at the following location:

Program: Blast from the Past Bountiful Branch Library Closing Party
Date/Time: Saturday, January 24, 2026 at 1:00 - 3:00 pm
Location: Bountiful Branch Library, 725 S Main St, Bountiful, 801-451-1760

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 these 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

obscene innuendoes 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: 1/16/26

Print Name: Douglas Bailey

Its: DIRECTOR - RHYTHA RED DEVILS

Date: 1/13/26

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:	WSU Storytelling Festival	Phone:	385-347-1484
Contact:	Vincent Bates	Email:	vincentbates@weber.edu
Address:	1351 Edvalson St., Dept. 1305 Ogden, UT 84408-1305	Performance Type:	Entertainment

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 programs for its patrons by presenting an approximately 60-minute storytelling program designed for seniors. Service Provider agrees to present one program on the following date and at the following location:

Program: Golden Tales
Date/Time: Wednesday, March 11, 2026 at 2:00 - 3:00 pm
Location: Layton Branch Library, 155 N Wasatch Drive, Layton, 801-451-1820

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 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. No Indemnification. Both the Service Provider and the County are governmental entities under the Governmental Immunity Act of Utah, §§ 630- 7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Contract and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

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.

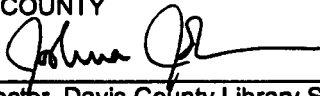
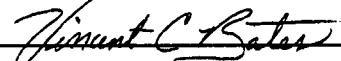
9. Severability. If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is prohibited or unenforceable, then that or those specific section(s), subsection(s), 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 By: <u></u> Director, Davis County Library System Date: <u>2/9/26</u>	SERVICE PROVIDER By: <u></u> Print Name: <u>Vincent Bates</u> Its: <u>Weber Storytelling Festival Chair</u> Date: <u>February 4, 2024</u>
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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: Contact: Address:	Utah Pet Partners Registered Therapy Animal Teams Melany Hillstead 10102 S Redwood Rd, Unit 95507, South Jordan, UT 84095	Phone:	801-706-1389
		Email:	director@utahpetpartners.org
		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 and the County will, when appropriate opportunities are available, plan and present programs within the scope of the Service Provider's area of expertise as a certified therapy animal handler. 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 June 1, 2026 to December 31, 2026.

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, Walver, 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.

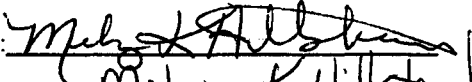
9. Severability. If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is prohibited or unenforceable, then that or those specific section(s), subsection(s), 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 By: <u></u> Director, Davis County Library System Date: <u>2/9/26</u>	SERVICE PROVIDER By: <u></u> Print Name: <u>Melany K. Hillstead</u> Its: <u>Hillstead Partners' Executive Direct</u> Date: <u>2-7-26</u>
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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:	Shelley Brown Chad Morris	Phone:	801-837-2670
Contact:	Chad Morris	Email:	chadcmorris@gmail.com
Address:	469 E Laurelwood Dr., Kaysville, UT 84037	Performance Type:	Author program

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 approximate 45-minute presentation on their books and reading, plus some related activities. Service Provider agrees to present one program on the following date and at the following location:

Program: Meet the Authors Shelly Brown and Chad Morris
Date/Time: Thursday, March 12, 2026 at 6:30 pm - 8:00 pm
Location: Syracuse Branch Library, 1875 S 2000 W, Syracuse, 801-451-1850

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. If the Service Provider is an author, copies of their book(s) may be sold. Service Provider agrees to handle the selling of their books or to a book vendor that both parties agree to. 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.

provisions 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. If the Service Provider is an author, copies of their book(s) may be sold. Service Provider agrees to handle the selling of their books or to a book vendor that both parties agree to. 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.

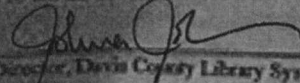
10. **Authorization.** The persons executing this Contract on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Contract, and that this Contract represents a binding and enforceable obligation of such party.

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.

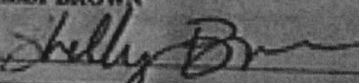
Each party is signing this Contract on the date below the party's signature.

DAVIS COUNTY

By: 
Director, Davis County Library System

Date: 1/16/26

SHELLY BROWN

By: 

Print Name: Shelly Brown

Its: _____

Date: 1/15/2026

CHAD MORRIS

By: 

Print Name: Chad Morris

Its: _____

Date: 1/15/2026

DAVIS COUNTY STANDARD SERVICE PROVIDER CONTRACT

Service Provider:	Rachel Rueckert	Provider Phone Number:	801-916-5211
Contact Person:	Rachel Rueckert	Contact Email Address:	rachelkrueckert@gmail.com
Provider Address:	3030 College Ave, Berkeley CA 94705	Type of Service:	Author Program and book signing

This DAVIS COUNTY STANDARD SERVICE PROVIDER CONTRACT (this "Contract") is made and entered into by and between DAVIS COUNTY, a political subdivision of the State of Utah ("County"), and the following person or entity which shall be called "Service Provider" in this Contract:

Recitals

- A. 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 is desirous of providing an author program to benefit Library patrons and County residents; and
- C. Rachel Rueckert, author, is ready, willing, and able to perform an author program on behalf of the County under the terms of this Contract.

NOW, THEREFORE, for and 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, County, Rachel Rueckert, (hereinafter "Service Provider") intending to be legally bound, County and Service Provider (collectively "the Parties") do hereby mutually agree as follows:

1. **Scope of Services.** Service Provider specifically agrees to conduct an author presentation and book signing, and interact with County residents on the following date and at the following location:

Program: *The Determined: An Author Event with Rachel Rueckert*
Date: **Wednesday, March 18, 2026 at 7:30 - 8:30 pm**
Location: **Kaysville Branch Library, 215 N Fairfield Rd, Kaysville, 801-451-1800**

Service Provider shall speak about her work and sign books for attendees the date and time set forth above and Service Provider further agrees to arrive early enough to set up and to be prepared to begin the program at the scheduled time noted above.

2. **Compensation.**

- A. County shall pay and Service Provider shall accept the total sum of \$250.00 as full payment for Service Provider's services under this Contract, professional fees for all hours worked, and out-of-pocket expenses associated with all duties and tasks set forth in this Contract.
- B. County shall provide Service Provider with the total payment identified above upon completion of the author 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 Rachel Rueckert.
- C. Unless otherwise set forth in this Contract, if this Contract is terminated prior to the completion of the required services under this Contract, County shall pay Service Provider, on a pro-rata basis, for services completed by Service Provider.
- D. Service Provider shall be responsible for the payment of any federal, state, or local taxes, contributions, assessments, or fees, which may be based on, or become due and owing, as a result of payments made by County to Service Provider.
- E. Service Provider shall be responsible for the payment to and of obligations, debts, or contractual obligations of any other entity providing personnel assistance, work, equipment, or otherwise to Service Provider arising from, in connection with, or relating to this Contract.

F. Notwithstanding anything herein to the contrary, Service Provider must disclose its tax identification or Social Security number to the County before a check or payment will be made. County will disclose that number only as required by applicable federal and state law.

3. **Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on the date that the parties have satisfied each of their respective duties under sections 1 and 2 of this contract, but shall not extend past March 12, 2026, 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. 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.
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. Davis County may terminate this contract, which termination will be effective at the time Davis County's notice is effective under section 7, if:
 - (1) The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of Davis County; and
 - (2) The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, Davis County, or otherwise.
 - E. 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

If to Service Provider:
Rachel Rueckert
3030 College Ave

Version 02/03/2026

133 South Main Street
P.O. Box 115
Farmington, UT 84025
jtankersleyt@co.davis.ut.us

Berkeley, CA 94705
rachelrueckert@gmail.com

- 8. Indemnification, Defense, Hold Harmless, Waiver, and Release.** With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against Davis County, Davis County's officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("Davis County Indemnitees") that arises out of this contract or the acts or omissions of Service Provider (each, a "Claim"), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those Davis County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that Davis County negligently or intentionally caused those Indemnifiable Losses. Service Provider's compliance with any provision of this agreement to secure and maintain insurance shall not waive or limit the obligations of this indemnification provision.
- 9. Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any Davis County benefits.
- 10. Conflict of Terms.** In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.
- 11. Assignment Restricted.** The Parties agree that neither this Contract nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of County.
- 12. Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.
- 13. Relationship of the Parties.** The relationship between the Parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Contract will be deemed to create an association, partnership, or joint venture between the Parties, give rise to fiduciary duties, or cause any of the Parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The Parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party(ies), or to bind the other party(ies) in any manner.
- 14. Entire Contract, Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.
- 15. Governing Law; Exclusive Jurisdiction.** Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in Davis County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.

Version 02/03/2026

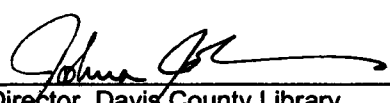
16. Severability. The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:

A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and

B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.

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

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

DAVIS COUNTY By: <u></u> Director, Davis County Library Date: <u>2/19/26</u>	NAME By: <u></u> Print Name: <u> Rachel Rueckert </u> Its: _____ Date: <u> 2/9/26 </u>
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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:	Ray Rhea DJ & Square Dance Caller	Provider Phone Number:	801-870-0550
Contact Person:	Raymond Rhea	Contact Email Address:	rayrhea78@gmail.com
Provider Address:	3715 S 550 W, Syracuse, Utah, 84075	Type of Service:	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 90-minutes of square dance calling and music. We will provide tables, chairs, power, and a dance space. The Service Provider will bring all remaining needed items for the program. Program will be on the following date and at the following location:

Program: America 250: To History and Beyond!

Date and Time: Friday, March 20, 2026 at 6:30 pm - 8:00 pm

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

Service Provider shall present on the date and time 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 Friday, March 20, 2026 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 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:
Raymond Rhea
Ray Rhea DJ & Square Dance Caller
3715 S 550 W
Syracuse, UT 84075
rayrhea78@gmail.com

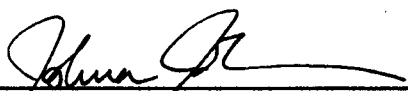
8. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** The Service Provider shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, 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: 
Director, Davis County Library

Date: 2/10/26

RAY RHEA

By: 

Print Name: Ray Rhea

Its: _____

Date: 2-9-2026

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: Contact: Address:	Chaundra Wilson Chaundra Wilson 197 S 1660 W, West Point, UT 84015	Phone:	385-244-9705
		Email:	wilsonchaundra0@gmail.com
		Performance Type:	Instructional

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 a program about Ukrainian egg decorating including instruction. Library will provide all supplies for attendees. Service Provider agrees to present one program on the following date and at the following location:

Program: Ukrainian Egg Decorating
Date/Time: Monday, April 6, 2026 at 6:30 - 8:00 pm
Location: Syracuse Branch Library, 1875 S 2000 W, Syracuse, 801-451-1850

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 By:  Director, Davis County Library System Date: <u>2/23/2026</u>	SERVICE PROVIDER By:  Print Name: <u>Chaundra Wilson</u> Its: _____ Date: <u>2/23/2026</u>
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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:	Society for Creative Anachronism	Phone:	385-279-9918
Contact:	Alethia Storm	Email:	gryphonlair.seneschal@artemisla.sca.org
Address:	1626 E 1350 S, Ogden, 84404	Performance Type:	Educational, Entertainment

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 approximate 60-minute program of medieval fighting demos. The Service Provider will bring all required equipment and supplies. The County will provide space and seating. The program will be on the following date and location:

Program: Medieval Times with the Society for Creative Anachronism
Date and Time: Monday, April 20, 2026 at 6:30 - 7:30 pm
Location: Layton Branch Library, 155 N Wasatch Dr, Layton, 801-451-1820

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.

Version 02/20/2026

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.

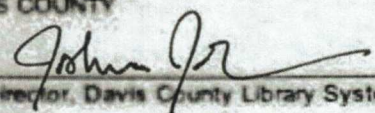
9. Severability. If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is prohibited or unenforceable, then that or those specific section(s), subsection(s), 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 By <u></u> Director, Davis County Library System Date <u>3/5/26</u>	SERVICE PROVIDER By <u></u> Print Name <u>Alethia Storm</u> Its <u>Seneschal (local CEO)</u> Date <u>2/27/2026</u>
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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:	Tiffany Newman	Provider Phone Number:	801-989-4589
Contact Person:	Tiffany Newman	Contact Email Address:	tiffany33newman@gmail.com
Provider Address:	248 Caleb Dr, NSL, UT 84054	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 an approximately 40-minute program on interior design. The Service Provider will supply design element samples for use on a design board. The County will provide all other items needed for design boards. The program will take place on the following date and at the following location::

Program: Design A Library

Date and Time: Thursday, April 23, 2026 at 6:30 to 7:30 pm

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

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

2. **Compensation.**

- A. County shall pay 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 April 23, 2026 at the conclusion of the program, unless terminated earlier pursuant to Section 5 of this Contract.

Version 02/20/2026

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:
Tiffany Newman
248 Caleb Dr
NSL, UT 84054
tiffany33newman@gmail.com

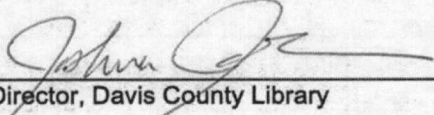
8. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** The Service Provider shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, 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: 
Director, Davis County Library

Date: 3/2/26

SERVICE PROVIDER

By: Tiffany Thompson

Print Name: Tiffany Thompson

Its: Interior Designer

Date: 3/9/2026

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: Contact: Address:	The Improvables Tyler Clawson 259 E Kirsten Ln, NSL, UT 84054	Phone:	801-913-3191
		Email:	clawson.tyler@gmail.com
		Performance Type:	Educational, Summer Reading

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 90-minute workshop on performing improvisational skits. Service Provider agrees to present one program on the following date(s) and at the following location(s):

Program: Teen Summer Reading: Night of Improv
Date/Time: Tuesday, June 16, 2026 at 6:30 - 8:00 pm
Location: Headquarters Library, 133 S Main St, Farmington, 801-451-3030

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.

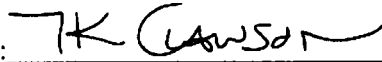
9. Severability. If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is prohibited or unenforceable, then that or those specific section(s), subsection(s), 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 By:  Director, Davis County Library System Date: <u>3/20/26</u>	SERVICE PROVIDER By:  Print Name: <u>Tyler K Clawson</u> Its: <u>Director</u> Date: <u>03/20/2026</u>
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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:	Alise Skaggs	Provider Phone Number:	801-558-4465
Contact Person:	Alise Skaggs	Contact Email Address:	am_cend@hotmail.com
Provider Address:	1514 N 1400 W, Lehi, UT 84043	Type of Service:	Instructional, Summer Reading

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 an approximately 45-minute program about Basque dance, music, and culture including instruction for attendees. Service Provider will provide music for performers. The County will provide adequate space for performance and seating. The programs will take place on the following date and at the following location:

Program: Basque Dance

Date and Time: Monday, June 8, 2026 at 6:30 - 7:30 pm

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

Service Provider shall present on the date and time 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 upon completion of the program on June 8, 2026 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 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:
Alise Skaggs
1514 N 1400 W
Lehi, Utah 84043
am_cend@hotmail

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

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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 said 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	SERVICE PROVIDER By: <u>Alise Skaggs</u> Print Name: <u>Alise Skaggs</u>
--	---

Version 03/09/2026

Date: <u>3/20/26</u>	Its: <u>Utah ko Trisklariak Dance Director</u>
	Date: <u>3/20/26</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:	Wasatch Forge	Provider Phone Number:	757-472-1633
Contact Person:	Megan Done	Contact Email Address:	wasatchforge@gmail.com
Provider Address:	3747 W Parkway Blvd, Unit 106A, WVC, 84120	Type of Service:	Educational, Summer Reading

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.
- D. The parties therefore agree as follows:Count
1. **Scope of Services.** Service Provider agrees to present an approximately 60-minute program about smelting and metal working, including demonstrations of forging processes. Service Provider will bring all supplies and equipment needed including safety items (fire extinguisher and water). The County will provide space for the program and seating. The program will take place on the following date and location:

Program: Wasatch Forge

Date and Time: Tuesday, June 23, 2026 at 6:30 to 7:30 pm

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

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

2. **Compensation.**

- A. County shall pay Service Provider a sum not to exceed \$275.00 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 June 23, 2026 upon 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 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:
Wasatch Forge
Attn: Megan Done
3747 W Parkway Blvd, Unit 106A
West Valley City, UT 84120
wasatchforge@gmail.com

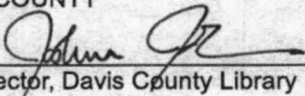
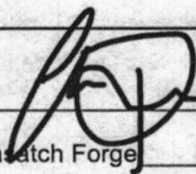
8. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** The Service Provider shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, 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

Version 2/19/2026

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	SERVICE PROVIDER
By: <u></u> Director, Davis County Library	By: <u>Wasatch Forge</u> <u></u>
Date: <u>2/27/26</u>	Print Name: <u>Wasatch Forge</u>
	Its: _____
	Date: <u>2/25/2026</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:	Celeste Allen Metz	Phone:	801-918-1014
Contact:	Celeste Allen Metz	Email:	heavenqi58@gmail.com
Address:	126 E 550 N, Farmington, UT 84025	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 2 hour program about Tai Chi including instruction for attendees. Service Provider agrees to present one program on the following date and at the following location:

Program: Tai Chi for Adults and Teens
Date/Time: Monday, October 12, 2026 at 6:00 - 8:00 pm
Location: Centerville Branch Library, 45 S 400 W, Centerville, 801-451-1775

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.

Version 02/02/2026

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 By: <u></u> Director, Davis County Library System Date: <u>2/9/26</u>	SERVICE PROVIDER By: <u>Celeste Allen-Metz</u> Print Name: Celeste Allen-Metz Its: _____ Date: <u>Feb. 7, 2026</u>
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(iii) result in a lot or parcel out of conformity with land use regulations.

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WHEN RECORDED RETURN TO:

Davis County
P.O Box 618
61 S. Main Street
Farmington, Utah 84025

With a Copy To
Bountiful City
795 S. Main Street
Bountiful, Utah 84010

*Space above for County Recorder's Use
Affects Parcel Nos. 03-036-0067 and 03-036-0154*

SIMPLE BOUNDARY ADJUSTMENT AGREEMENT

THIS SIMPLE BOUNDARY ADJUSTMENT AGREEMENT (this "**Agreement**") is entered as of the 29th day of April, 2026 (the "**Effective Date**"), by and among BOUNTIFUL CITY, a municipal corporation of the State of Utah ("**City**"), and DAVIS COUNTY, a political subdivision of the State of Utah ("**County**"). The City and the County are sometimes referred to herein singularly as a "**Party**" and collectively as the "**Parties**" with respect to the following:

A. Prior to executing this Agreement, the City owns that certain parcel of real property (the "**City Property**") located in Davis County, Utah, identified as Parcel No. 03-036-0154 more particularly described in Exhibit A, attached hereto and incorporated by this reference.

B. Prior to executing this Agreement, the County owns that certain parcel of real property (the "**County Property**") located in Davis County, Utah, identified as Parcel No. 03-036-0067, more particularly described in Exhibit B.

C. The City Property and the County Property are contiguous. The City Property and the County Property are sometimes referred to herein singularly as a "**Parcel**" and collectively as the "**Parcels**."

D. The Parties enter into this Agreement for the purpose of effectuating a simple boundary adjustment among the Parcels to relocate a common boundary in accordance with Utah Code Ann. § 57-1-45.5 and 10-20-906 in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1. Accuracy of Recitals. The recitals set forth above are true, correct, and complete in all material respects.

2. Boundary Line. Pursuant to Section 57-1-45.5 of the Utah Code, the Parties hereby covenant and agree that from and after the date of this Agreement, the boundary lines (the "**Boundary Lines**") of the City Property shall follow the legal description which is more particularly described on Exhibit C attached hereto and made a part hereof, and the boundary lines of the County Property shall follow the legal description which is more particularly described on Exhibit D attached hereto and made a part hereof.

3. Record of Survey Map. The file number of the record of survey map depicting the original boundary locations and the new Boundary Lines that the Parties have prepared and

filed with the office of the Davis County surveyor in conjunction with this Agreement is 8724 (filed on 02,18, 2026) (the "**Record of Survey**"), a copy of which is attached hereto and incorporated hereby as Exhibit E. To conform the legal descriptions of each of the Parcels to the Boundary Lines, (a) the City hereby relinquishes and quitclaims to the County any and all of the City's right, title and interest in and to the real property lying within the new Boundary Lines of the County Property in conformity with this Agreement as described on Exhibit D and as depicted on the Record of Survey; and (b) the County hereby relinquishes and quitclaims to the City any and all of the County's right, title and interest in and to the real property lying with the new Boundary Lines of the City Property in conformity with this Agreement as described on Exhibit C and as depicted on the Record of Survey.

4. No New Lot. This Agreement accomplishes a "boundary adjustment" as that term is defined in Utah Code Ann. § 10-20-102(7)(a), and does not create a new lot and thus is not a "subdivision" as set forth in Utah Code Ann. § 10-20-102(77).

5. Extent of Agreement. Nothing contained herein shall be constituted as giving, granting, conveying, releasing, relinquishing, or otherwise affecting any existing easement rights, interests, or claims withs otherwise inure to the benefit of the Parties.

6. Integration; Modification. This Agreement and the Record of Survey contains the entire agreement between the Parties with respect to the matters set forth herein. This Agreement may be modified or amended only with the unanimous written agreement of the Parties, their successors and assigns.

7. Duration; Rights Run with the Land; Binding Effect. This Agreement and the Boundary Line established hereby shall be perpetual. Each of the agreements and rights contained in this Agreement shall (a) inure to the benefit of and be binding upon the Parties and their respective successors, successors-in-title, heirs and assigns as to their respective Parcel, or any portion of their respective Parcel, each of whom shall be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder; (b) shall run with the land; and (c) shall remain in full force and effect and shall be unaffected by any change in the ownership of, or any encumbrance, lien, judgment, easement, lease or other right affecting, the Parcels, or any portion of the Parcels, or any change of use, demolition, reconstruction, expansion or other circumstances.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, specifically Utah Code Ann. §§ 57-1-45.5 and 10-20-906 if the Parcels are subject to the authority of a municipality.

9. Authority. Each signatory to this agreement represents and warrants that he or she has the requisite authority to execute this agreement and bind his or her respective Party. Further the execution, delivery, and performance of this Amendment has been duly authorized by all necessary action of each Party, and when duly executed and delivered, will be a legal, valid and binding obligation of each Party, enforceable in accordance with its terms.

[Signatures and Acknowledgements on Following Pages]

**EXHIBIT A
TO
BOUNDARY LINE AGREEMENT**

(Legal Description of City Property Before Execution of this Agreement)

City Property: Parcel 03-036-0154

Beginning at a point which is North 89°54'00" East 67.96 feet; South 00°06'00" East 516.71 feet; South 89°49'30" West 1675.8 feet; South 00°09'15" East 865.45 feet; and North 74°46'15" West 35.24 feet from the Northeast corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence North 74°46'15" West 95.16 feet; thence North 58°43'15" West 73.12 feet; thence North 74°59'15" West 99.48 feet; thence South 89°51'15" West 134.71 feet; thence North 58°52'45" West 73.67 feet; thence North 73°37'45" West 112.45 feet to the East line of a Highway; thence South 00°30'45" East 516.54 feet along the East line of said Highway; thence South 31°51'15" West 199.96 feet along the East line of the same Highway; thence East 200.00 feet; thence South 112.0 feet; thence South 89°39'00" East 312.46 feet; thence South 17°20'20" East 51.54 feet; thence North 89°11'30" East 131.11 feet; thence North 00°09'15" West 689.42 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM that certain water course area described in a deed dated September 20, 1943 and recorded in Book 1-W of Deeds at Page 148.

ALSO:

All of Lots 4 to 9, inclusive, COOPER SUBDIVISION, a subdivision of part of Block "L", North Mill Creek Plat, Bountiful Townsite Survey, according to the official plat thereof as recorded in the office of the Davis County Recorder.

Beginning on the North line of Cooper Subdivision, at a point 22.425 chains South of the Northeast corner of Block "L", North Mill Creek Plat, Bountiful Townsite Survey, in the City of Bountiful, and running thence North 89°40'00" West 609.9 feet, more or less, to the Northwest corner of Lot 1, in said subdivision; thence North 31°55'00" East 29.14 feet, more or less, to the South line of the property conveyed to V. C. Langford, et ux, by Warranty Deed recorded October 3, 1949 in Book 7 at Page 32 of Official Records; thence South 89°40'00" East 594.3 feet, more or less, along said property and along a line 88.2 rods South of the North line of said Block "L" to the East line of said Block "L"; thence South 24.75 feet to the point of beginning.

ALSO:

Beginning at the Grantor's Southwest property corner, which corner is located on the East line of Main Street, a 66 foot wide street, at a point which is West 2359.52 feet and South 2019.70 feet from the Northeast corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence along said East line of Main Street North 31°57'22" East 17.28 feet; thence South 64°39'14" East 34.53 feet to the Grantor's South property line; thence North 89°49'42" West 40.36 feet along said South line to the point of beginning.

LESS AND EXCEPTING THEREFROM the above described parcels the following two (2) parcels:

Beginning on the East edge of an existing curb at a point 965.89 feet South 00°09'15" East along the monument line of 100 East Street and 285.97 feet South 89°06'45" West from the intersection monument at 100 East Street and 500 South Street in Bountiful, Utah. Said intersection monument being in Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°06'45" West 301.27 feet to the East line of Main Street; thence North 00°30'54" West 257.10 feet along said East line of Main Street; thence South 73°37'45" East 112.45 feet along the Northerly line of the Grantors land which is also the center line of Mill Creek; thence South 58°52'45" East 73.67 feet; thence North 89°51'15" East 129.40 feet; thence leaving said North line of the Grantors land; thence South 00°59'45" East 183.01 feet to the point of beginning.

AND:

A non-dedicated parcel of land located directly North of Lots 4 and 5 of the Cooper Subdivision (and mistakenly shown as 900 South Street, on the Davis County Assessors Maps 03-036 and 03-076), a part of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, Bountiful City, Davis County, Utah, described as follows:

Beginning on the South line of the above mentioned parcel, which is also located on the North line of the Cooper Subdivision, at a point which is West 2359.52 feet and South 2019.70 feet and South 31°57'28" West 29.12 feet and South 89°49'42" East 285.47 feet from the Northeast corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence along the North line of said Cooper Subdivision North 89°49'42" West 58.82 feet; thence 1 foot behind an existing curb and gutter Northwesterly along the arc of a 62.00 foot radius non-tangent curve to the left 38.04 feet through a central angle of 35°08'58" (radius bears South 59°07'24" West) to the North line of aforementioned parcel; thence along said North line of the parcel North 89°49'42" East 86.78 feet; thence South 00°08'05" East 24.75 feet to the point of beginning.

**EXHIBIT B
TO
BOUNDARY LINE AGREEMENT**

(Legal Description of County Property Before Execution of this Agreement)

County Property: Parcel 03-036-0067

Beginning on the East edge of an existing curb at a point 965.89 feet South 00°09'15" East along the monument line of 100 East Street and 285.97 feet South 89°06'45" West from the intersection monument at 100 East Street and 500 South Street in Bountiful, Utah. Said intersection monument being in Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°06'45" West 301.27 feet to the East line of Main Street; thence North 00°30'54" West 257.10 feet along said East line of Main Street; thence South 73°37'45" East 112.45 feet along the Northerly line of the Grantors land which is also the center line of Mill Creek; thence South 58°52'45" East 73.67 feet; thence North 89°51'15" East 129.40 feet; thence leaving said North line of the Grantors land; thence South 00°59'45" East 183.01 feet to the point of beginning.

**EXHIBIT C
TO
BOUNDARY LINE AGREEMENT**

(Legal Description of City Property After Execution of this Agreement)

City Property: Parcel 03-036-0154

All of Lots 4 through 9, inclusive, Cooper Subdivision (Entry No. 73948) along with a non-dedicated parcel of land located directly North of Lots 4 and 5 of said Cooper Subdivision (and mistakenly shown as 900 South Street, on the Davis County Assessors Maps 03-036 and 03-076) along with more land within Block "L", North Mill Creek Plat, Bountiful Townsite Survey within the Northeast Quarter of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Bountiful City, Davis County, Utah:

Beginning at a point on the West line of 100 East Street as it exists at 33.00 foot half-width located 1675.80 feet South 89°44'04" West along the Monument line of 500 South Street to the Monument line of 100 East Street; 865.45 feet South 0°09'15" East along said Monument line of 100 East Street; and 34.31 feet North 74°46'15" West from the Intersection Monument at 400 East Street and 500 South Street, said Monument is located 67.96 feet North 89°38'33" East; and 516.71 feet South 0°11'23" West from a found Brass Cap Witness Monument to the Northeast Corner of said Section 30; and running thence South 0°09'15" East 689.44 feet; thence South 89°11'30" West 127.92 feet to the East line of Lot 9, said Cooper Subdivision; thence South 0°23'00" East 116.81 feet along said East line to the Northeast Corner of Lot 10, said Cooper Subdivision; thence North 89°40'00" West 432.03' along the North line of Lots 10 – 15 of said Cooper Subdivision; thence North 0°23'00" West 150.01 feet; thence North 89°40'00" West 172.79 feet to the East line of Main Street as it exists at 33.00 foot half-width; thence North 31°48'35" East 34.90 feet along said East line; thence South 64°39'14" East 11.69 feet; thence South 89°40'00" East 245.08 feet; thence North 103.11 feet; thence West 195.67 feet to said East line of Main Street; thence North 31°48'35" East 226.98 feet along said East line to the East line of Main Street as it exists at 49.50 foot half-width; thence North 0°36'12" West 214.79 feet along said East line; thence North 89°06'45" East 252.89 feet; thence North 0°59'03" West 205.30 feet to the Centerline of Mill Creek; thence along said centerline the following four (4) courses: (1) North 89°51'15" East 35.54 feet; (2) South 74°59'15" East 99.48 feet; (3) South 58°43'15" East 73.12 feet; (4) and South 74°46'15" East 95.25 feet to the East line of said 100 East Street and the point of beginning.

**Contains 413,231 sq. ft.
Or 9.486 acres**

EXHIBIT D
TO
BOUNDARY LINE AGREEMENT

(Legal Description of the County Property After Execution of this Agreement)

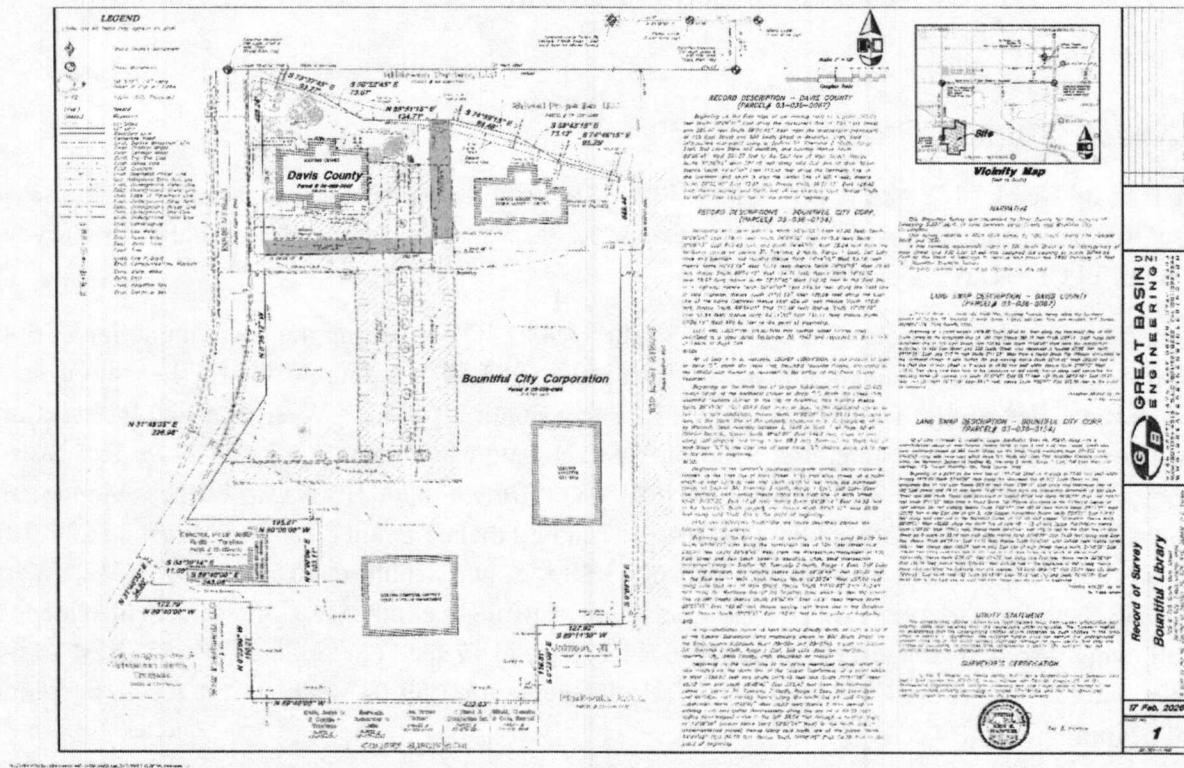
County Property: Parcel 03-036-0067

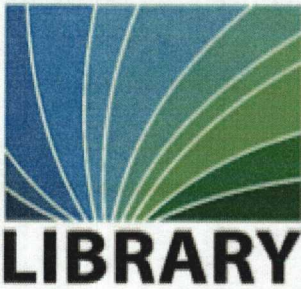
A Part of Block "L", North Mill Creek Plat, Bountiful Townsite Survey within the Northeast Quarter of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Bountiful City, Davis County, Utah:

Beginning at a point located 1675.80 feet South 89°44'04" West along the Monument line of 500 South Street to the Monument line of 100 East Street; 987.79 feet South 0°09'15" East along said Monument line of 100 East Street; and 315.83 feet South 89°06'45" West from the Intersection Monument at 400 East Street and 500 South Street, said Monument is located 67.96 feet North 89°38'33" East; and 516.71 feet South 0°11'23" West from a found Brass Cap Witness Monument to the Northeast Corner of said Section 30; and running thence South 89°06'45" West 252.89 feet to the East line of Main Street as it exists at 49.50 foot half-width; thence North 0°36'12" West 273.46 feet along said East Line to the Centerline of Mill Creek; thence along said Centerline the following three (3) courses: (1) South 73°37'45" East 93.77 feet; (2) South 58°52'45" East 73.67 feet; and (3) North 89°51'15" East 99.17 feet; thence South 0°59'03" East 205.30 feet to the point of beginning.

Contains: 58,010 sq. ft.
Or 1.332 acres

(Record of Survey)





MEMO

TO: Davis County Library Board of Directors
FROM: Josh Johnson, Library Director
DATE: 5/14/2026
SUBJECT: Appointment to Library Collection Appeals Committee
Attached: N/A

In accordance with the Library's policies regarding Collection Development and Requests for Reconsideration of library materials, I respectfully submit the following Library administrators and Library Board members to serve on the Library Collection Appeals Committee.

July 1, 2026 - June 30, 2027

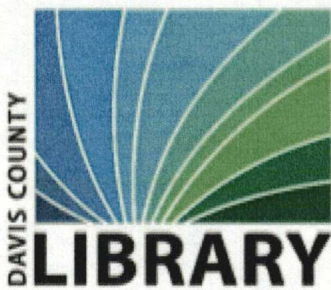
Justin Wright, Board Member
Jessica Groves, Board Member
Aaron Becker, Board Member
Brenda Lower, Clearfield Branch Manager
Sara Cox, Layton Branch Manager

As a reminder, the Appeals Committee reviews appeals to the recommendations of the Administrative Review Committee. Members of this committee include three Library Board Members and two branch managers who concurrently serve on the Administrative Review Committee.

The composition of the Appeals Committee is intended to facilitate input from the professional staff, based on its understanding of and experience with library policies, collections and operations, while at the same time drawing on the perspective of citizens who share the responsibility for administration of the Library.

The Appeals committee intentionally provides a more broadly based evaluation of items under review for the Director's consideration preliminary to any formal public review that may involve the full Board of Directors, which is the third and final avenue of appeal.

Please let me know if you have any questions or concerns. Otherwise, we will work from this schedule.



MEMO

TO: Davis County Library Board of Directors
FROM: Josh Johnson, Library Director
DATE: 5/14/2026
SUBJECT: Appointment to Administrative Review Committee
Attached: N/A

In accordance with the Library's policies regarding Collection Development and Requests for Reconsideration of library materials (#500 & #510), I respectfully submit the following Library administrators and Library Board members to serve on the Library Administrative Review Committee.

July 1, 2025 - June 30, 2026

Ellen Peterson, Deputy Director
Brenda Lower, Layton Branch
Jon Sears, Clearfield Branch
Meledie Denhalter, Syracuse Branch
Carolyn Myers, Bountiful Branch
Sara Cox, Kaysville Branch

As a reminder, the Administrative Review Committee is composed of a Deputy Director and all Branch Managers from the library's administrative team. This committee reviews Requests for Reconsideration regarding the Library's collections as described in the Library Materials Selection Policy.

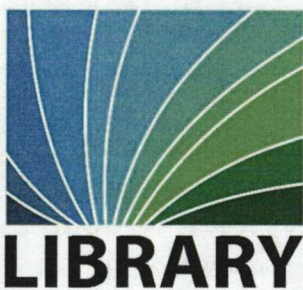
I also recommend the following staff to form two committees if the number of public Requests for Reconsideration becomes more than the original committee can handle effectively. Each team would include a Deputy Director, additional staff would include the Library's Collection Development Manager and Site Managers:

July 1, 2025 - June 30, 2026

Ellen Peterson, Deputy Director	Lynnette Mills, Deputy Director
Meledie Denhalter, Syracuse Branch	Malayna Paskett, Headquarters
Carolyn Myers, Bountiful Branch	Jon Sears, Clearfield Branch
Sara Cox, Kaysville Branch	Brenda Lower, Layton Branch
Jeane Shelton, Headquarters	Chris Davis, Centerville Branch

Please let me know if you have any questions or concerns. Otherwise, we will work from this schedule.





MEMO

DATE: 4/23/2026
 TO: Shawn Choate, Davis County Human Resources Director
 Davis County Budget Committee
 Davis County Library Board
 FROM: Josh Johnson, Davis County Library Director
 SUBJECT: **Request to Reorganize Davis County Library Staffing**
 Attached: *Proposed Changes to Job Description*

Request

I respectfully request a reorganization of Davis County Library (DCL) staff to better serve the public by:

- Creating a single-service-point library model with greater focus on quality patron experience.
- Test-fitting a new "micro" location in North Salt Lake City.
- Reducing library personnel expenditures and FTE.

Background

The DCL currently operates a larger, mid-sized system¹ using a lean staffing model typical of smaller libraries. Instead of requiring Master's degrees for all librarians, management, and administrators (a more traditional approach), DCL removes this requirement for librarian positions. Instead, a single, professionally degreed librarian at each location trains, leads, and manages mostly part-time paraprofessionals to ensure professional public service.² For example, DCL staff handled 1.67 times more physical items per FTE in 2023 than any other public library in Utah; we're 1.88 times the state average and 2.93 times the national average.³ Recent data confirms this efficiency, since 90% of our patron interactions last five minutes or less.⁴

DCL's ongoing evaluation of staffing and patron services, combined with administrative discussions beginning in mid-2025 with significant work since the start of 2026 – including a review of patron experience, job descriptions, scheduling, and workflow issues, leading to this staffing reorganization request. We appreciate the collaboration of Human Resources and county staff during the process. Merging circulation and reference into a single-service model will enhance patron experience, streamline work, increase staff engagement, and reduce personnel costs.

Proposed Changes

To consolidate services, we request the following changes to DCL staffing:

1. Reclassify all staff in Office Specialist I & II (grades 11 & 13) as Library Assistants (grade 13).
2. Reclassify all staff in Circulation Supervisor positions (grade 16) as Library Services Supervisors (grade 19).⁵
3. Reclassify 32 Library Clerk positions (grade 9) as Library Assistants (grade 13).
4. Reclassify Associate Librarian, Children (grade 16) as Associate Librarian (grade 16).
5. Discontinue the Circulation Supervisor position, after all staff have vacated it.⁶
6. Allow DCL to temporarily test changes for 60 days prior altering staff position or pay at temporary, offsite locations during the closure and remodel of the Bountiful Branch.
7. Allow the Library Director to rescind proposed changes as needed, based on temporary testing.

¹ In the U.S. 601 public libraries serve over 100,000 people; we match mid-sized percentiles in revenues (57%) and FTE (54%), but our service population (76%) and total circulation (85.7%) trend significantly toward large libraries. Figures derived from the [2023 Public Libraries Survey \(PLS\) released by the Institute of Museum and Library Services in August 2025](#).

² Uintah, Summit, Wasatch, and Duchesne use a model similar to ours; Salt Lake County and Weber County follow a more traditional model. Salt Lake City Public lies somewhere between the two.

³ DCL's physical circulation per FTE in 2023 was 31261.72; the national average, Utah average, and Salt Lake County averages are 10678.83; 16582.68; 18617.26 respectively for public libraries serving populations over 100,000. Figures derived from the [2023 Public Libraries Survey \(PLS\) released by the Institute of Museum and Library Services in August 2025](#).

⁴ Out of 1727 interactions recorded the week of 12/8/2025: 1,207 took 2 minutes or less, 398 took 3-5 minutes; 79 took 5-10 minutes; & 45 exceeded 10 minutes. DCL records week-long snapshots each quarter and extrapolates the data as part of annual statistical reporting to the Utah State Library.

⁵ Small alterations necessary to create the Library Services Supervisor job description from our current Circulation Supervisor description are attached to this document.

⁶ Circulation Supervisor and Library Clerk positions are library-specific, OS positions are County-wide and will remain viable.

Costs & Timeline

I propose a phased reorganization funded through natural staff attrition to ensure positive overall budget impact. We will also attempt to relinquish positions in Phase IV through attrition.

The following additional points are relevant to the costs and timing of our request:

May 2024-May 2025: we created 4 empty clerk positions by implementing a voluntary hiring freeze based a statistical efficiency model. Supervisors justified their need to the Library Director before hiring a replacement.

December 2025: we began filling clerk openings with staff from our Bountiful location to ensure staff efficiency during the upcoming renovation of the Bountiful Branch. We anticipate rehiring as the branch reopens.

May 7, 2026: DCL will have a total of 10 empty Clerk positions.

Explanation of Phases

	<u>Timing</u>	<u>Est. Annual Impact</u>	<u>Proposed Change(s)</u>
Phase I	May – Jun 2026	\$ 0	Test new model with staff offering offsite services.
Phase II	Jul – Aug 2026	\$ 75,858	Relinquish (4) empty clerk positions.
		\$ - 28,750	Reclassify (7) Circ. Supervisor & (21) OS positions.
		\$ 47,108	Begin training & transition.
Phase III	Aug – Dec 2026	\$ 113,787	Relinquish (6) additional empty clerk positions.
	Jan – Feb 2027	\$ - 55,748	Interview & rehire (32) clerks as Library Assistants.
	Mid-Late 2027	\$ 58,039	Hold Bountiful Branch rehires as able until reopening. Continue training & transition.

Impact

Total Est. Annual Budget Impact **\$ 105,147**

Total Estimated FTE Reduction **-4.8 FTE**

Beyond Financial Impact

Beyond reducing personnel costs through efficiency, these changes shift our paradigm from "good service" to "meaningful experiences" by fostering time-sensitive, high-quality public interactions, streamlined staff hierarchy, better use of staff time, and improved staff engagement.

Benefits include:

- **Immediate Service for 90% of Our Patrons:** Since over 90% of interactions last under five minutes, this model saves patron time and frees information desks for complex inquiries.
- **Removes Unnecessary Duplication in Shift Leadership:** combining services removes the need to have two kinds of shift leads on staff during business hours.
- **Improved Work Distribution:** Shifting basic reference to entry-level staff allows specialists to better coordinate their time and workload by providing opportunities for entry-level staff to engage with more meaningful work.
- **Streamlined Structure:** Equitable workloads, new supervisory support, and treating Librarians with specialized knowledge as shift leads and coordinators for specific branch services allow Branch Managers to focus on leadership, administrative duties, and professional development—and maintaining the lean structure we've been nurturing all along.

Proposed Changes to Job Description

Class Title: Library Services Supervisor~~Circulation Supervisor~~ Class Code: 4406
Department: Library Grade: 19~~16~~
FLSA: Non-exempt Eff. Date: 01/11/1998
Revised: 11/23/2015 Update

GENERAL PURPOSE

Under the general supervision of the Branch Librarian supervises all aspects of the circulation functions and basic, entry-level reference services at the branch level. Performs specialized and complex circulation tasks at both the branch and system levels.

EXAMPLE OF DUTIES

Supervises all aspects of the circulation functions of the branch, including but not limited to check in and check out, shelving and shelf maintenance, accounting of fine money, and registration; performs specialized and complex circulation tasks that require the use of independent judgment.

Provides basic assistance and guidance to library patrons by responding to reference questions; locates information sources; provides guidance regarding specific books and authors; researches reference questions using the library's electronic information services.

Supervises ~~clerical positions, which include Library Clerks, Office Specialist Is, Library Assistants; and may supervise~~ include library volunteers. Hires employees and trains ~~employees staff~~ in circulation and basic reference tasks as established by the Library system. Schedules, assigns and monitors work; conducts performance appraisals in compliance with County Policies and Procedures and practices. Documents performance issues in a timely and appropriate manner, and properly refers employees for disciplinary action in accordance with County Policies and Procedures.

Articulates library policy to patrons and provides initial interpretation of policy as needed, making exceptions as warranted based on understanding of library policies and procedures; demonstrates an understanding of library policy in order to act as a resource and trainer for library circulation policies and procedures as directed by the Branch Librarian.

Directs workflow related to circulation and basic reference functions including scheduling of staff, establishing of task priorities, and assignment of daily duties to ensure that essential ~~circulation~~ duties are accomplished; monitors accuracy of ~~circulation~~ tasks and suggests modifications in routines and procedures to improve efficiency.

Reviews correspondence and reports related to circulation and basic reference functions; determines information to be extracted for further use, sharing this information with staff in an appropriate format; maintains records and files at the branch level and ensures reports are completed in a timely manner; updates the library ~~circulation~~ procedures manual as changes/additions are instituted.

Supervises handling of monies collected from fines and fees accurately applying knowledge of library policy about fines; ensures copy machines and related equipment is~~change machines are~~ maintained and ledgers are properly balanced; ensures deposits are sent to Headquarters in accordance with the established schedule; may accept and note payments on payment plans; may negotiate or set-up payment plans with patrons at discretion of Branch Librarian.

Maintains accuracy of branches' patron registrations, forwarding completed applications to Headquarters in a timely manner. Participates with other Library supervisors and administrators in evaluating Library policies and procedures, assuring equitable and efficient application, and modifying them as necessary to increase effectiveness.

[At Headquarters] Oversees library system patron applications; maintains master file of registration forms and ensures file is accurate and accessible; maintains inventory of forms, library cards, and patron barcodes; responds to registration problems. Processes postal return notices/mail and e-mail notices; updates existing computer

records and resolves incomplete or incorrect addresses. Researches patron records and prepares overdue letters; follows up on overdue letters and prepares accounts being submitted to the outside collection agency; monitors and updates information from collection agency website; updates patron records and maintains files of submissions and reports. ~~Oversees telephone renewal program (Headquarters).~~

Performs related duties as assigned.

MINIMUM QUALIFICATIONS:

1. Education and Experience:

High School graduation (or equivalent), plus the equivalent of two (2) years of full-time lead worker or supervisory work experience, plus one (1) year full-time experience in a library environment. Library experience must include the performance of routine circulation tasks. Related part-time experience may be applied toward the minimum experience requirement. An acceptable combination of education and experience may be considered. Preference given for supervisory experience in a library environment.

2. Special Qualifications

Must pass a criminal history background investigation.

Employees driving a personal or a County vehicle for job related travel must possess a valid driver license, maintain the minimum vehicle liability insurance as specified in the Utah Code, and must operate a motor vehicle in a safe manner; new employees with an out-of-state license must obtain a valid Utah Driver License within sixty (60) days of hire date (exceptions for military personnel and their dependents).

3. Necessary Knowledge, Skills and Abilities.

Knowledge of: the link between general library policies, practices and procedures, and customer service in a library circulation department; automated library circulation systems; library materials and resources; supervisory principles and practices.

Must pass the Library's data entry test.

Ability to: direct the work of others in a library ~~circulation-service~~ department as part of a branch team; train clerical employees; assign, supervise and evaluate the work of ~~clerical-library~~ employees; interpret and apply library ~~circulation~~ policies; perform routine and detailed clerical duties related to library circulation and basic reference services; provide clear oral and written direction to employees; follow written and oral instructions; communicate effectively (orally and in writing); perform basic mathematical computations; establish and maintain effective working relationships with supervisors, other employees and departments, library patrons and the general public.

The above statements are intended to describe the general nature and level of work being performed by persons assigned to this job. They are not intended to be an exhaustive list of all duties, responsibilities and skills required CLASS SPECIFICATION of personnel so classified. **All requirements are subject to possible modifications to reasonably accommodate individuals with disabilities.**

Upcoming Changes - Talking Points - May 2026

Davis County Library Staff: We're sending you a copy of a memo sent from Josh to the Human Resources Director, the Davis County Budget Committee, and the Davis County Library Board, proposing a shift in how we staff Davis County Libraries. We wanted to make you aware early on, because we're about to start testing.

You'll see in the memo that, if a trial run at the Bountiful Offsite "Twig" location is successful, some staff positions will be changing. Following are the largest changes - please read through the entire Q&A below for reasoning and additional information regarding these and other changes mentioned in Josh's memo.

- Public Services will replace both circulation and reference services.
 - Public service desks closest to the front door(s) will be the "front desk." Those assigned to this desk will prioritize working with the public as they come in over any other task. They will also perform circulation services, and low-level reference services.
 - Other public service desks will be "back up" service desks, and staff will be available to help if the front desk gets overwhelmed, and will answer more difficult questions, or complete specific, specialized tasks as assigned.
- Circulation Supervisors will become Library Services Supervisors (LSSs), and will begin training all staff on circulation and basic reference work. They will supervise services at the "front desk."
- Office Specialists (both I & II) will become Library Assistants (LAs).
- Public Services Library Clerks positions will become Library Assistant positions. Those clerks who successfully pass a competitive interview process will become Library Assistants.
- Technical Services staff positions and assignments will not change at this time.

If you have any questions after reading through the Q&A section below, please reach out to your supervisor, Branch Manager, Deputy Director, or the Library Director to make sure you understand the proposed changes and how they will affect you.

If you are worried about speaking with a supervisor, please reach out to our HR Business Partner, Tony Summers (ext. 3456; asummers@co.davis.ut.us), and he will help.

Q&A for Upcoming Changes

Q: I've heard there's going to be a big staff change - is that true?

A: We're headed down that path, yes. We're constantly on the lookout for ways to better serve the public, and this seems like a great opportunity. Here's a brief timeline:

- Once we get permission from HR, we're about to start testing a new staffing model at the temporary locations during the Bountiful Branch renovation.
- Overall, the goal is to make a shift from "quality public service" to "meaningful experiences."

- What we're exploring is the possibility of moving to single service points (one desk, or something similar) with an increased number of Library Assistant positions.
- We are confident that the new model is viable, but just in case, we've negotiated a testing period before implementation as a safeguard.
- If the new model fails to improve patron service or workflow, then we won't implement the changes. Once we are convinced it will work, we'll give all staff an update and more details about what to expect.

Q: We do a good job serving the public. Why do we need to change?

A: We're doing very well at giving good public service. This shift is intended to look at what we do from the patron's perspective - a patron's visit is more than simply checking out books or using the internet - It's a set of interactions that create an overall experience.

- We're changing how staffing works so that they can get what they need more quickly and effectively - these kinds of positive, high-quality interactions are focused more on what patrons need than just on the services we provide.
- This way of looking at service is already part of the job for many staff members, the new staffing model simply highlights and enhances it.
- We're moving to a single service point model of staffing - having staff at the first desk that patrons come to who can answer most questions.

Q: What does the public get from these changes that we aren't already giving them?

A: Overall, some of the benefits of the new model include:

- **Immediate service for 90% of Patrons:** Since over 90% of interactions last under five minutes, we'll save patrons time by having staff assist as they enter the building, and free up time so librarians can use their time on the more complicated tasks they can't always do under the current model.
- **Removes duplication in shift lead work:** combining services removes the need to have two kinds of shift leads on staff during business hours. Librarian and LA job descriptions remain the same, but under the new model, LAs help with circulation and low-level reference, and Librarians continue to coordinate work.
- **Improved work distribution:** entry-level staff will be given more meaningful work, which will allow librarians to better coordinate their time and workload.
- **Streamlined Structure:** If testing is successful, and everything goes to plan, you'll see more training from supervisors, more equitable workloads, and coordinators for specific branch services.

Q: This all seems pretty sudden - why are things moving so quickly? Shouldn't we stop and think about how all of this will affect staff and patrons?

A: We can see why it would look that way, but various library administrators (including Branch Managers) have actually been working through possibilities since mid-2025.

- We're about to start the testing phase, but if all goes well, we will implement the changes outlined in Josh's memo.
- Any changes we make will be done in separate phases, with training from supervisors, and we'll walk everyone through each phase.

Phase I:	May & Jun 2026	Testing offsite at the Twig location
Phase II:	Jul - Aug 2026	Initial supervision shift; move OS to LA positions; hire and train new LAs; altered service desks
Phase III:	Jul - Dec 2026	Initial, internal interviews for LA positions; further training and development LAs and remaining clerks
Phase IV:	2027	Finalize new model, hire remaining LA positions & reopen BTF.

Q: Okay, but what staff changes are you making?

A: Basically, we'll be altering service desks and staffing to better serve the public as they enter the building. Since we're only beginning to test changes, we'll be sending out more information as the testing phase ends.

Since we know you're curious, if we make it through testing, you'll see the following:

- Public service desks will be staffed primarily by LAs, and Librarians will answer the more complicated questions (just as they currently do).
- All staff will have an increased opportunity to help with library programming.
- Circulation Supervisors will become Library Services Supervisors (LSS) and will train all staff on circulation and basic reference assignments.
- Branch managers will continue to supervise the branch and train librarians
- Library Services Supervisors will directly supervise all circulation and low-level reference services (including LAs).
- LA positions will open for internal interviews twice. All internal staff interested in competing for an LA position should apply during these times.
 1. During Phase III when doing initial hiring and training.
 2. During Phase IV, as we hire to staff the newly renovated Bountiful Branch, likely to reopen in mid-2027.

Q: What will happen to Library Clerks?

A: The Library Clerk position is being discontinued at the public service desk. We know that this is difficult news, and we appreciate the dedication and service clerks have shown in their current roles at public service desks.

- The library intends to fund the reorganization through natural staff attrition and relinquishing empty clerk positions. There will be enough LA positions for every Library Clerk currently working at a public service desk to have an opportunity to move into an LA position.
- Current clerks are not guaranteed an LA position. You must successfully pass a competitive interview process to be rehired into the new Library Assistant (Grade 13) positions.
- We highly encourage you to start preparing for your interviews now by working with your supervisor to identify your transferable skills — such as communication, adaptability, and organization — and thinking about how your current library experience proves your readiness for these expanded duties.
- If you are successful, your pay will increase, your assignments will expand to include basic reference, and you will have increased opportunities to help with library programming
- If you have worries or questions, please reach out to your supervisor or the Library's HR Business Partner, Tony Summers (x3456).

Q: How will this change pay, scheduling, and assignments? I already do a lot, will I be asked to do even more?

A: That depends on your position.

- Public Services Clerks: Your current position (Grade 9) will be phased out. If you successfully secure a Library Assistant position, your pay will increase to Grade 13. Your assignments will expand to include basic reference, and you will have increased opportunities to help with library programming.
- Office Specialists I & II: You will be reclassified as Library Assistants (Grade 13). This means a pay increase for Office Specialists I (currently Grade 11), while pay remains the same for Office Specialists II. You will staff the single-service public desks, taking on both circulation and low-level reference duties.
- Circulation Supervisors: You will be reclassified as Library Services Supervisors (LSS) (Grade 19), resulting in a pay increase from your current Grade 16, and be asked to perform reference tasks at the same level as a Library Assistant. You will supervise all aspects of circulation and basic reference services, directly supervise Library Assistants, and be responsible for training all staff members at the branch on these assignments.
- Associate Librarians: Your pay grade (Grade 16) remains the same. You will focus on answering more complicated reference questions and will be assigned coordination of specific branch services under the direction of the Branch Manager, occasionally answering questions and stepping in to coordinate circulation efforts. You will be assisted by LAs in basic tasks to free your time for more complex work.
- Associate Librarians, Children's: Your position will be reclassified to the general Associate Librarian title. Your pay grade (Grade 16) remains the same. Your job responsibilities will remain largely the same, coordinating children's services under the direction of the Branch Manager, working as a team with librarians at your

branch similarly assigned to other services, and occasionally answering questions and stepping in to coordinate circulation efforts. As with other librarians, you will be assisted by LAs in basic tasks to free your time for more complex work.

- **Branch Managers:** With the LSS taking over direct supervision of circulation and basic reference, you will be freed up to focus on branch leadership, administrative duties, and professional development - with particular emphasis on the librarians assigned to coordinate various services at your branch.

Q: What am I supposed to be doing during the transition? What does training look like?

A: Again, this will depend on your position.

- **Clerks:** You should begin preparing for a competitive interview process. To secure one of the new Library Assistant roles, you must successfully pass this interview. Work with your Circulation Supervisor and Branch Manager as you prepare.
- **Office Specialists I & II:** Your supervisors will prepare you to transition into your new Library Assistant roles and undergo training provided by the Library Services Supervisors on combined circulation and basic reference tasks
- **Circulation Supervisors:** During the transition (starting around July-August 2026), you will assume the LSS role and begin training existing staff and new LAs on circulation and basic reference assignments. Your Branch Manager will provide you with training and assistance. Your Deputy Director is an excellent resource for both you and your Branch Manager to discuss unique situations as they arise.
- **Associate Librarians (and Children's):** Your job duties will not change significantly, but your assignments and expectations for your work will shift as we move to the new staffing model. You will receive basic reference and circulation training from your LSS, and more advanced training from your Branch Manager.

You will adapt your workflow to hand off basic reference to LAs, work through sporadic questions from circulation services, and focus your time on more complex inquiries and coordination of services.

- **Branch Managers:** You will continue to supervise the branch as a whole and will be responsible for training your Associate Librarians and managing efforts to coordinate services, and increased administrative responsibilities.

Q: How will all of this affect technical services staff?

A: All proposed changes are currently for public services staff.

- Technical services staffing will remain the same.
- Since there are many similarities between public and technical services positions, there is a possibility that these changes will lead to natural shifts in technical services positions, but no changes are currently planned for technical services staff.



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OUT WEST **Exteriors** | View from Main Street



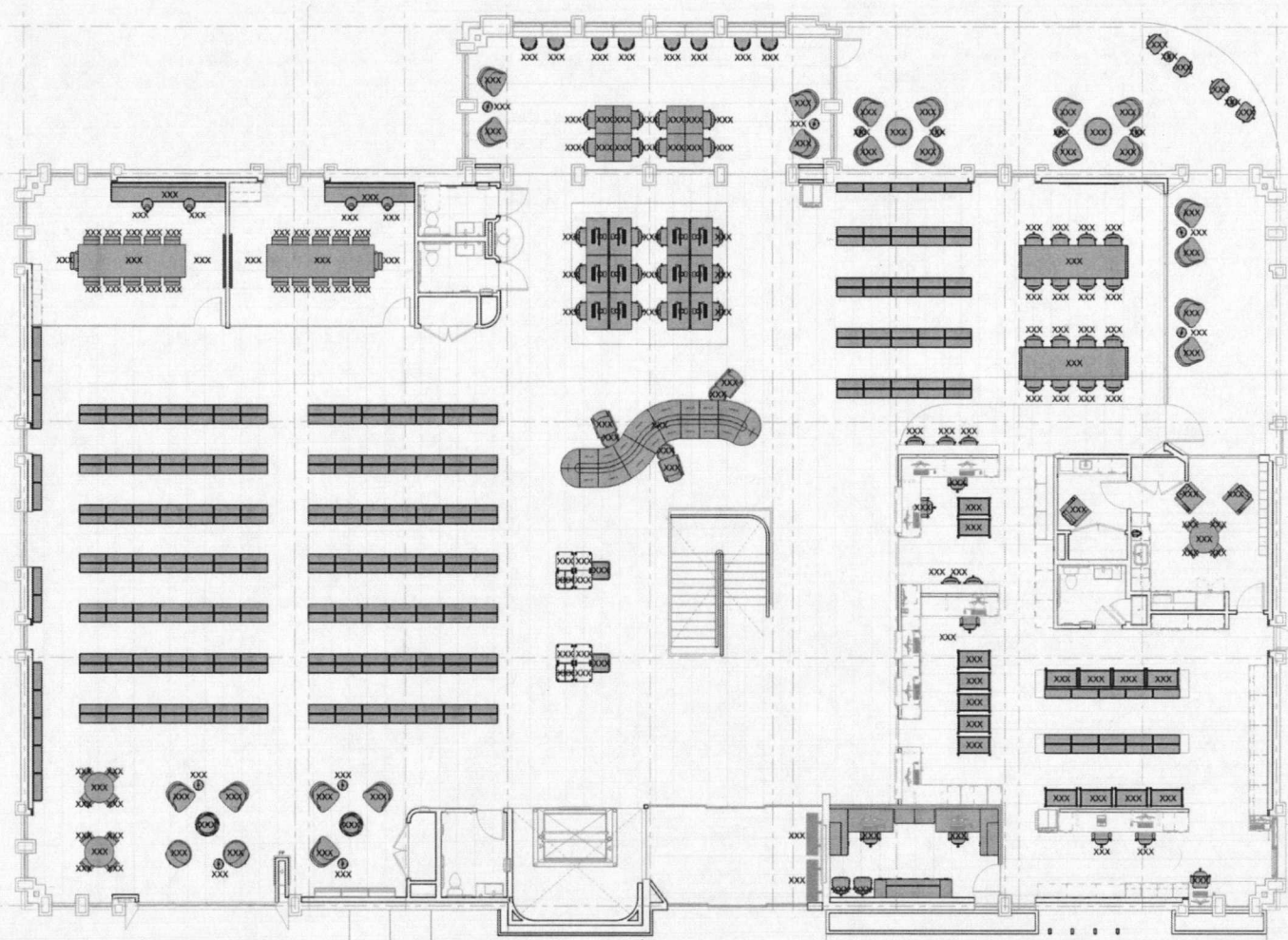
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OUT WEST **Overall Plan** | Site and Parking



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OUT WEST **Exteriors** | View from Senior Center

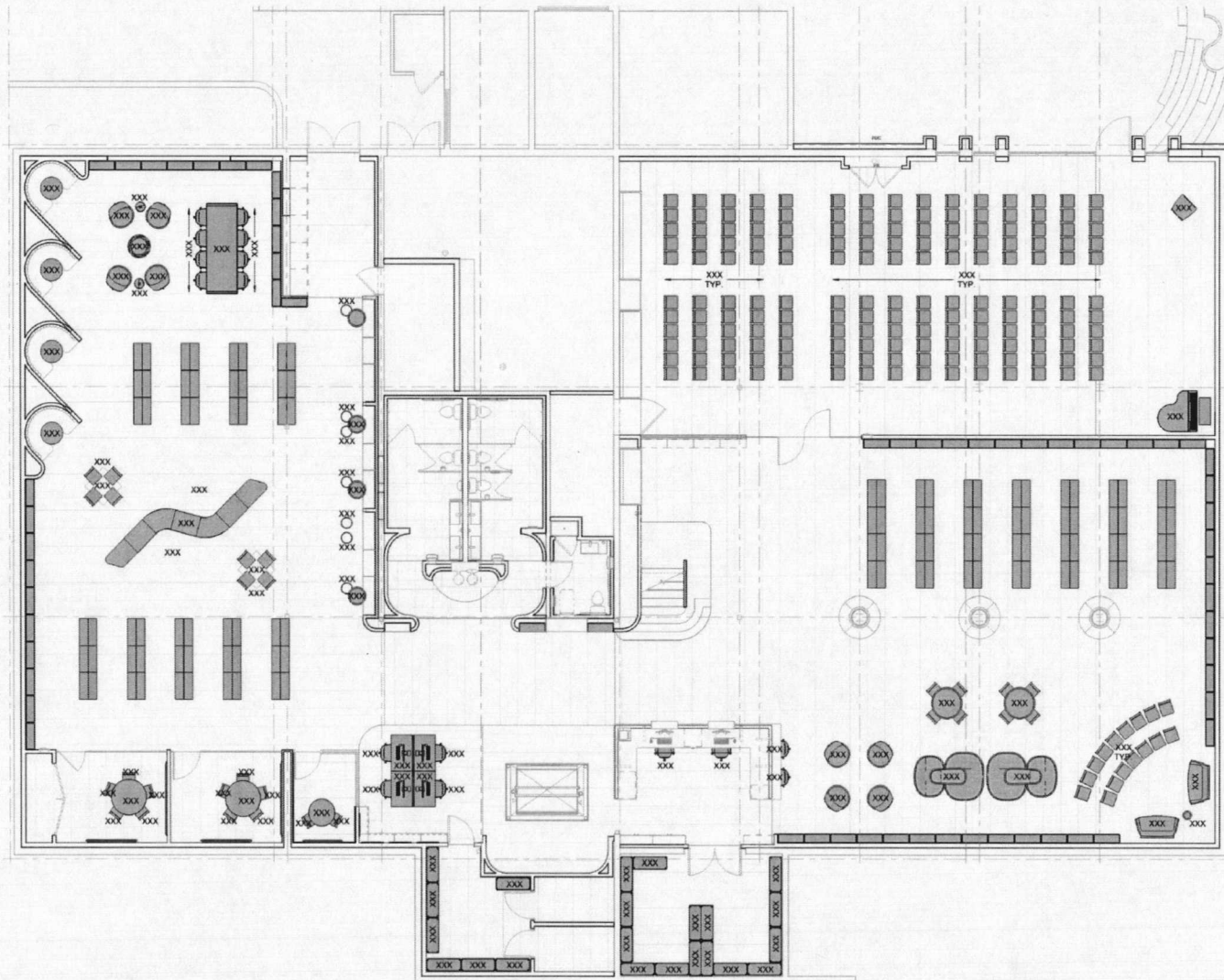


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OUT WEST **Exteriors** | View of Plaza



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OUT WEST

Overall Plan | Ground Level



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OUT WEST

Overall Plan | Basement Level



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OUT WEST **Adult Lounge** | Conceptual Rendering



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OUT WEST **Upstairs Circulation Desk** | Conceptual Rendering



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OUT WEST **Upstairs Adult Study / Portal** | Conceptual Rendering



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OUT WEST **Upstairs Porch Portal** | Conceptual Rendering



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OUT WEST **Adult Conference** | Conceptual Rendering



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OUT WEST **Single Occupant Restroom** | Conceptual Rendering



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OUT WEST **Basement Staff** | Conceptual Rendering



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OUT WEST **Stair & Multipurpose Room** | Conceptual Rendering



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OUT WEST **Kids Collection & Lounge** | Conceptual Rendering



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OUT WEST **Stair & Multipurpose Room** | Conceptual Rendering



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OUT WEST **Multipurpose East** | Conceptual Rendering



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OUT WEST **Multipurpose West** | Conceptual Rendering



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OUT WEST **Public Restroom Vestibule** | Conceptual Rendering



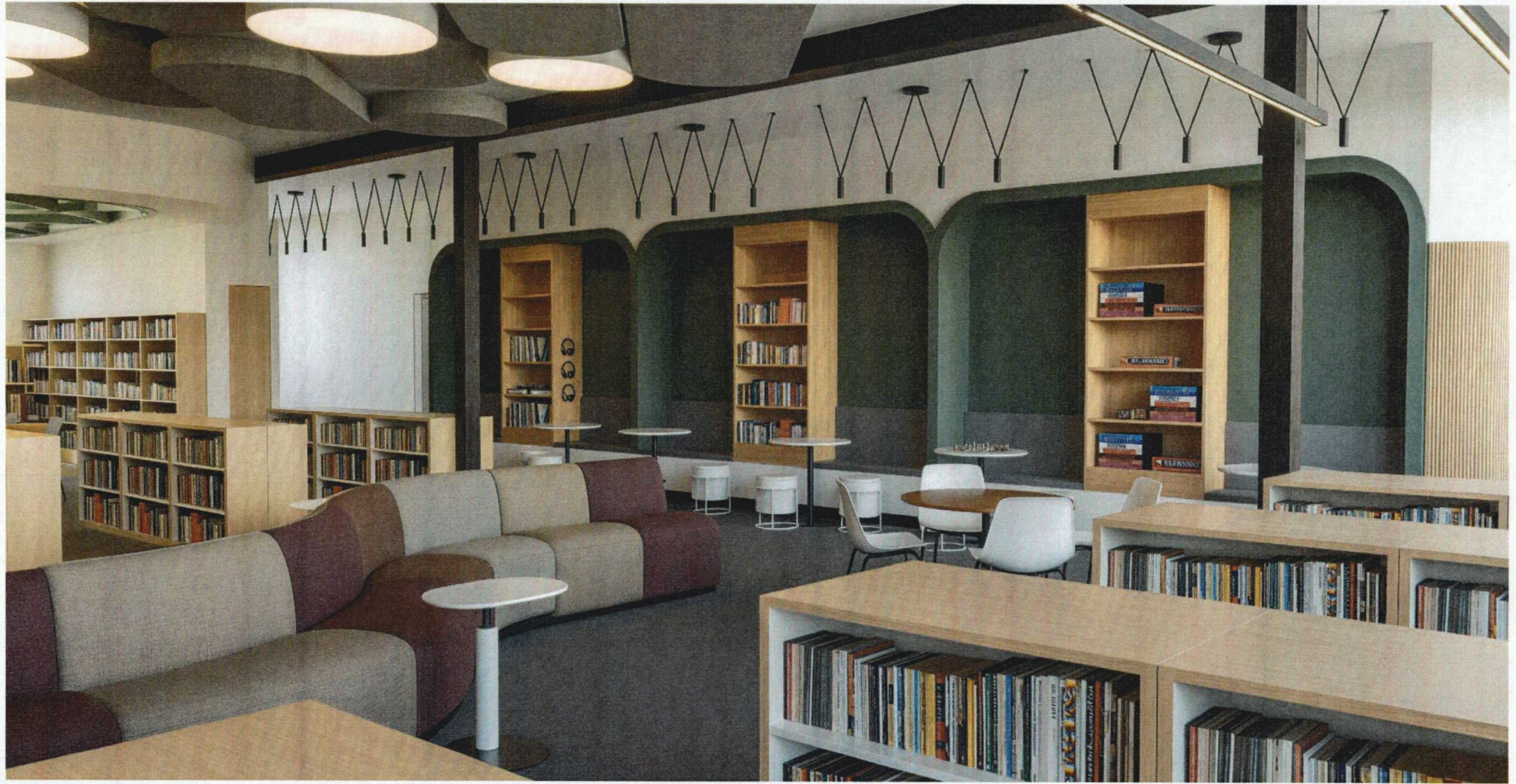
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OUT WEST **Public Men's Restroom** | Conceptual Rendering



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OUT WEST **Elevator Core** | Conceptual Rendering



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OUT WEST **YA Podcast & Conference** | Conceptual Rendering



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OUT WEST **YA Booths** | Conceptual Rendering



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OUT WEST **YA Lounge Area** | Conceptual Rendering