



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 August 13, 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. **#2026-651. Approval of Minutes - June 11th, 2026** - *presented by Joshua Johnson, Director, Library*
2. **#2026-742. Ratification of Expenditures — May & June 2026** - *presented by Joshua Johnson, Director, Library*
3. **#2026-704. Ratification of the Quarterly Donation Log of the Davis County Library** - *presented by Joshua Johnson, Director, Library*

Financial Information:

- Type: Payable Receivable
- Amount: \$2,184.40

Terms:

- Beginning Date: 04/1/2026
- Ending Date: 6/30/2026

4. **#2026-706. Ratification of the Davis County Library's Quarterly Low Dollar Contract Summary List** - *presented by Joshua Johnson, Director, Library*

Financial Information:

- Type: Payable
- Amount: \$11,914.00

Terms:

- Beginning Date: 06/01/2026
- Ending Date: 07/30/2027

5. **#2026-761. Ratification of an Agreement with the Utah State Library for the Community Library Enhancement (CLEF) Grant** - *presented by Joshua Johnson, Director, Library*

Financial Information:

- Type: Receivable

Terms:

- Beginning Date: 07/01/2026

• Amount: \$31,853.00

• Ending Date: 06/30/2027

6. **#2026-767. Ratification of Tenant Subordination, Attornment and Non-disturbance, and Substitution of Landlord Agreement for Contract #2025-1390** - *presented by Joshua Johnson, Director, Library*
7. **#2026-708. Ratification of Annual Certification of Children's Internet Protection Act (CIPA) Compliance to the Federal Communications Commission (FCC) as Part of the eRate Program** - *presented by Joshua Johnson, Director, Library*

INFORMATION & DISCUSSION ITEMS

8. **#2026-282. Quarterly Update** - *presented by Joshua Johnson, Director, Library*
9. **#2026-785. South End Construction Update** - *presented by Joshua Johnson, Director, Library*

ADJOURNMENT

LIBRARY BOARD MINUTES

Library Board Meeting Minutes Thursday, August 13, 2026

The Davis County Library Board met for their regularly scheduled meeting at 1:00 PM on August 13, 2026, at the Library Headquarters Staff Conference Room.

PRESENT

Ryan Nilsen, Board Chair
Rosalie Taylor, Vice Chair
Jessica Groves, joined electronically
Commissioner Lorene Kamalu
Sara Reed
Josh Johnson, Director

GUESTS

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

WELCOME

Ryan Nilsen called the board to order at 1:7 pm

Board Chair Ryan Nilsen called the meeting to order at 1:07 pm.

PUBLIC COMMENTS

3 minute maximum

There were no public comments.

ACTION ITEMS

1. **#2026-651. Approval of Minutes - June 11th, 2026** - presented by Joshua Johnson, Director, Library

Josh presented the Board minutes from June 11th, 2026 for review.

Commissioner Lorene Kamalu moved to approve the Minutes from June 11th, 2026. Jessica Groves seconded the motion. The motion was unanimously carried.

2. **#2026-742. Ratification of Expenditures — May & June 2026** - presented by Joshua Johnson, Director, Library

Jessica Groves noticed that the Month to Date numbers were not adding up on several lines. The Library will reach out to the Controller's office for clarification on those lines.

Jessica Groves moved to table the Ratification of Expenditures for May & June 2026. Rosalie Taylor seconded the motion. The motion was unanimously carried.

3. **#2026-704. Ratification of the Quarterly Donation Log of the Davis County Library** - presented by Joshua Johnson, Director, Library

Financial Information:

- Type: Payable Receivable
- Amount: \$2,184.40

Terms:

- Beginning Date: 04/1/2026
- Ending Date: 6/30/2026

Josh presented the Quarterly Donation Log to the Board.

Commissioner Kamalu moved to approve the Quarterly Donations. Rosalie Taylor seconded the motion. The

motion was unanimously carried.

4. #2026-706. Ratification of the Davis County Library's Quarterly Low Dollar Contract Summary List - presented by Joshua Johnson, Director, Library

Financial Information:

- Type: Payable
- Amount: \$11,914.00

Terms:

- Beginning Date: 06/01/2026
- Ending Date: 07/30/2027

Josh presented the Quarterly Low Dollar Contracts to the Board. He told the Board that the contract for Comcast providing internet to the North Salt Lake temporary location will not be used. UEN has found a way to provide internet at that location by sending a signal from a nearby elementary school. Rosalie Taylor asked about the contract for Summer Reading with Beautiful Minds. Josh explained that it is the Wight House meeting space that is next door to the Twig. The Library hopes to use this space for Summer Reading again in 2027.

Rosalie Taylor moved to ratify the Quarterly Low Dollar Contracts. Sara Reed seconded the motion. The motion was unanimously carried.

5. #2026-761. Ratification of an Agreement with the Utah State Library for the Community Library Enhancement (CLEF) Grant - presented by Joshua Johnson, Director, Library

Financial Information:

- Type: Receivable
- Amount: \$31,853.00

Terms:

- Beginning Date: 07/01/2026
- Ending Date: 06/30/2027

Ellen shared with the Board that the CLEF is an annual grant from the state. The grant specifies what the funds may be used for. For the last several years, the Library has chosen to use the funds on digital materials, specifically for Overdrive, in an attempt to keep up with the high demand in this area.

Commissioner Lorene Kamalu moved to ratify the Agreement with the Utah State Library for the Community Library Enhancement (CLEF) Grant. Rosalie Taylor seconded the motion. The motion was unanimously carried.

6. #2026-767. Ratification of Tenant Subordination, Attornment and Non-disturbance, and Substitution of Landlord Agreement for Contract #2025-1390 - presented by Joshua Johnson, Director, Library

Josh explained that this document was needed since the building for the Twig changed owners. The document lists the new owners and ensures that the Library will continue to pay the previously agreed-upon rent.

Rosalie Taylor moved to ratify the contract. Sara Reed seconded the motion. The motion was unanimously carried.

7. #2026-708. Ratification of Annual Certification of Children's Internet Protection Act (CIPA) Compliance to the Federal Communications Commission (FCC) as Part of the eRate Program - presented by Joshua Johnson, Director, Library

Josh told the Board that this is a document the Library submits annually to certify compliance with the Children's Internet Protection Act (CIPA), which in turn allows the Library to qualify for eRate funding and various State-funded grants.

Commissioner Lorene Kamalu moved to ratify the Annual Certification of CIPA Compliance. Sara Reed seconded the motion. The motion was unanimously carried.

INFORMATION & DISCUSSION ITEMS

8. #2026-282. Quarterly Update - *presented by Joshua Johnson, Director, Library*

Josh shared the following information in the Quarterly Update to the Board.

Marketing - The Library has been working with BonCom, who will be presenting their suggestions to the Board in September.

Strategic Plan - The Library is updating its strategic plan, which in the past has been internal, but will likely be more public-facing in the future.

Staffing and reorganization - Josh shared that things are already in process. After listening to staff concerns, the Library added a certification for those moving into Libray Assistant positions. Staff have a year to certify. They may also interview for open positions as they become available. Those that certify quickly have a better chance of remaining at the same branch they are currently located. As available positions at each location are filled, remaining positions may be moved to other locations as needed.

Staff Training Day - Josh thanked Matt for his work in organizing Staff Training Day. He commented on the quality and variety of programs. Rosalie Taylor said the presentations she attended were well done. Sara Reed mentioned the day had a fun energy. Josh told the Board that Staff Nominations for the Staff Awards held in December will be going out soon.

Public Internet Filter - IS believes they have a solution that will be implemented in the next few weeks.

Library Card Design contest - This has been a lot of fun. The final 9 cards (3 for each age category) are currently being voted on by the Board with a deadline of August 15th.

Increasing the Check Out Limit on Patron Accounts - This is still a work in process. Josh expects to have more information on testing and a general consensus at the October or November Board meeting.

Jessica Groves electronically left the meeting at 1:56 pm

AI Source Search - The Library is looking at how to improve this for patrons.

Capital Construction - The Bountiful construction plans have been approved. Asbestos remediation has been completed. The next meeting will include maximum price guarantees, which will trigger some contract amendments.

The Twig - This location has been really well received. It has also relieved some pressure from Centerville, although Centerville remains much busier than usual.

North Salt Lake Temp location (The Sprout) - The opening has been shifted to mid-September. Facilities will be finished in the building by Labor Day, and internet will be installed by then.

Feasibility Study - An upcoming feasibility study will look at the branches that have not been updated recently (Centerville and Layton), as well as looking at all current branches and their service desks to see if there are any changes that need to be made as the Library shifts to a single service model.

ADJOURNMENT

The Board adjourned at 2:05 pm.

Davis County



YEAR-TO-DATE BUDGET REPORT

FOR 2026 05

ACCOUNTS FOR:	ORIGINAL	REVISED	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
23 LIBRARY SERVICES	APPROP	BUDGET				BUDGET	USE/COL
2310580 LIBRARY							
2310580 410000 CURRENT PROPERTY TA	-9,437,000	-9,437,000	-204,359.66	.00	.00	-9,232,640.34	2.2%*
2310580 411000 REGISTERED PERSONAL	-558,000	-558,000	-175,724.29	.00	.00	-382,275.71	31.5%*
2310580 420000 PRIOR YEARS TAXES	-100,000	-100,000	-78,998.69	.00	.00	-21,001.31	79.0%*
2310580 420001 PENALTY/INTEREST	-11,000	-11,000	-4,234.50	.00	.00	-6,765.50	38.5%*
2310580 422101 A&C PENALTY/INTERES	-49,000	-49,000	.00	.00	.00	-49,000.00	0%*
2310580 452050 PROMOTIONAL SALES	-677	-677	-2,617.91	-251.94	.00	1,940.91	386.7%
2310580 460000 FINES & FORFEITURES	-78,000	-78,000	-35,924.83	-8,175.47	.00	-42,075.17	46.1%*
2310580 472300 STATE REIMBURSEMENT	-45,000	-45,000	-28,869.30	.00	.00	-16,130.70	64.2%*
2310580 480000 INTEREST EARNINGS	-69,000	-69,000	-45,297.13	-5,383.97	.00	-23,702.87	65.6%*
2310580 493000 CONTRIBUTION-PRIVAT	0	5,000	-5,509.00	-114.00	.00	10,509.00	-110.2%
2310580 495100 SUNDRY REVENUE	-14,000	-14,000	-12,007.06	-982.20	.00	-1,992.94	85.8%*
TOTAL UNDEFINED ROLLUP CODE	-10,361,677	-10,356,677	-593,542.37	-14,907.58	.00	-9,763,134.63	5.7%
1P580 LIBRARY PAYROLL							
2310580 510110 PAYROLL	5,362,062	5,285,814	1,814,103.25	358,684.51	.00	3,471,710.92	34.3%
2310580 510111 TRAVEL PAY	16,270	16,270	6,209.44	1,233.08	.00	10,061.05	38.2%
2310580 510115 TAXABLE INCENTIVES	0	0	128.40	26.92	.00	-128.40	100.0%*
2310580 510117 OVERTIME	0	0	75.37	8.92	.00	-75.37	100.0%*
2310580 520131 PAYROLL TAXES	404,416	404,416	134,876.89	26,899.83	.00	269,539.38	33.4%
2310580 520132 WORKERS COMP	13,425	13,425	2,210.58	439.05	.00	11,214.57	16.5%
2310580 520133 INSURANCE	571,153	571,153	211,631.27	22,857.90	.00	359,521.65	37.1%
2310580 520134 RETIREMENT	489,851	489,851	206,492.78	41,440.15	.00	283,358.26	42.2%
2310580 520135 COMMUNICATIONS ALLO	3,472	3,472	1,324.90	263.10	.00	2,146.70	38.2%
2310580 520136 TERMINATION POOL	0	76,247	27,212.86	5,380.46	.00	49,034.55	35.7%
TOTAL LIBRARY PAYROLL	6,860,649	6,860,649	2,404,265.74	457,233.92	.00	4,456,383.31	35.0%
20580 LIBRARY OPERATING							
2310580 530225 PROMOTIONAL MATERIA	50,000	60,000	4,336.05	.00	50,600.00	5,063.95	91.6%
2310580 530623 CITIZEN PROGRAMS	50,000	50,000	11,684.65	4,968.84	7,500.00	30,815.35	38.4%
2310580 540210 SUBS & MEMBERSHIPS	4,000	4,000	1,700.00	.00	.00	2,300.00	42.5%
2310580 540220 PUBLIC NOTICES	1,000	1,000	.00	.00	.00	1,000.00	.0%
2310580 540250 OPERATING SUPPLIES	20,000	20,000	3,894.40	638.64	.00	16,105.60	19.5%

Davis County

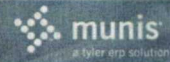


YEAR-TO-DATE BUDGET REPORT

FOR 2026 05

ACCOUNTS FOR:	ORIGINAL	REVISED	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
23 LIBRARY SERVICES	APPROP	BUDGET				BUDGET	USE/COL
2310580 540271 FOOD BUSINESS	2,500	2,500	.00	.00	.00	2,500.00	.0%
2310580 540272 EMPLOYEE AWARDS	6,000	6,000	198.50	24.99	.00	5,801.50	3.3%
2310580 540300 PCARD SUSPENSE	0	0	27.98	.00	.00	-27.98	100.0%*
2310580 540450 UNIFORMS/LINENS	3,500	3,500	37.09	.00	.00	3,462.91	1.1%
2310580 540610 MISC SUPPLIES	15,000	15,000	1,962.45	897.75	.00	13,037.55	13.1%
2310580 540612 BOOKS AND MATERIALS	1,000,000	1,005,000	415,321.38	45,192.17	12,979.14	576,699.48	42.6%
2310580 540643 COMPUTER EQUIP	0	0	399.19	375.20	.00	-399.19	100.0%*
2310580 540666 CONTINGENCY	7,500	7,500	.00	.00	.00	7,500.00	.0%
2310580 540690 EQUIPMENT	25,000	25,000	2,327.76	1,969.56	.00	22,672.24	9.3%
2310580 540691 SOFTWARE	11,050	11,050	6,960.00	.00	.00	4,090.00	63.0%
2310580 542240 OFFICE SUPPLIES	50,000	50,000	13,017.23	256.83	.00	36,982.77	26.0%
2310580 542243 POSTAGE	30,000	30,000	5,190.00	50.00	.00	24,810.00	17.3%
2310580 545536 BANK CHARGES	0	0	594.39	121.73	.00	-594.39	100.0%*
2310580 548230 TRAVEL/EDUC& TRNG	18,000	18,000	18,269.38	.00	.00	-269.38	101.5%*
2310580 548231 MILEAGE/LOCAL TRAVE	4,500	4,500	201.77	.00	.00	4,298.23	4.5%
2310580 548330 EDUCATION & TRAININ	3,000	3,000	1,849.00	150.00	.00	1,151.00	61.6%
2310580 550620 MISC SERVICES	200,000	200,000	87,333.25	9,873.00	57,850.55	54,816.20	72.6%
2310580 555265 SOFTWARE MAINTENANC	128,183	138,833	129,973.50	.00	.00	8,859.50	93.6%
2310580 555266 SOFTWARE SUBSCRIPTI	19,880	19,880	8,449.60	.00	.00	11,430.10	42.5%
2310580 555310 PROF & TECH	37,300	37,300	432.66	33.12	.00	36,867.34	1.2%
2310580 560252 EQUIP REP/CONTRACTS	500	500	.00	.00	.00	500.00	.0%
2310580 560260 BLDG & GRND MAINT	14,000	14,000	.00	.00	.00	14,000.00	.0%
2310580 562280 TELEPHONE	2,500	2,500	443.63	60.05	.00	2,056.37	17.7%
2310580 564253 VEHICLE SERVICE	3,500	3,500	25.85	25.85	.00	3,474.15	.7%
2310580 564258 GASOLINE	3,000	3,000	1,060.10	277.00	.00	1,939.90	35.3%
TOTAL LIBRARY OPERATING	1,709,913	1,735,563	715,690.11	64,914.73	128,929.69	890,943.20	48.7%
3C580 LIBRARY CAPITAL							
2310580 640743 COMPUTER EQUIPMENT	44,000	44,000	.00	.00	.00	44,000.00	.0%
TOTAL LIBRARY CAPITAL	44,000	44,000	.00	.00	.00	44,000.00	.0%
4A580 LIBRARY ALLOCATIONS							
2310580 590910 TRANSFER OUT	1,095,402	1,095,402	547,701.00	.00	.00	547,701.00	50.0%
2310580 590920 TELEPHONE ALLOCATIO	31,395	31,395	13,081.45	2,616.29	.00	18,314.03	41.7%
2310580 590921 COMPUTER ALLOCATION	104,357	104,357	43,482.15	8,696.43	.00	60,875.01	41.7%
2310580 590922 EMAIL ALLOCATION	21,855	21,855	9,106.25	1,821.25	.00	12,748.75	41.7%

Davis County



YEAR-TO-DATE BUDGET REPORT

FOR 2026 05

ACCOUNTS FOR: 23	LIBRARY SERVICES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2310580	590925 SECURITY CAMERA ALL	9,534	9,534	3,972.45	794.49	.00	5,561.43	41.7%
2310580	590930 INSURANCE ALLOCATIO	116,527	116,527	48,552.90	9,710.58	.00	67,974.10	41.7%
2310580	590936 WATER ALLOCATION	21,150	21,150	10,054.56	2,885.04	.00	11,095.44	47.5%
2310580	590937 GAS ALLOCATION	36,050	36,050	18,802.57	1,318.59	.00	17,247.43	52.2%
2310580	590938 ELECTRICITY ALLOCAT	157,000	157,000	53,800.05	12,935.12	.00	103,199.95	34.3%
2310580	590939 CONTRACT ALLOCATION	244,284	244,284	74,413.92	11,756.10	450.00	169,419.60	30.6%
2310580	590940 MAINTENANCE ALLOCAT	461,905	461,905	192,460.35	38,492.07	.00	269,444.49	41.7%
2310580	590942 HR ADMIN ALLOCATION	218,256	218,256	90,940.05	18,188.01	.00	127,316.07	41.7%
TOTAL LIBRARY ALLOCATIONS		2,517,715	2,517,715	1,106,367.70	109,213.97	450.00	1,410,897.30	44.0%
TOTAL LIBRARY		770,600	801,250	3,632,781.18	616,455.04	129,379.69	-2,960,910.82	469.5%
TOTAL LIBRARY SERVICES		770,600	801,250	3,632,781.18	616,455.04	129,379.69	-2,960,910.82	469.5%
TOTAL REVENUES		-10,361,677	-10,356,677	-593,542.37	-14,907.58	.00	-9,763,134.63	
TOTAL EXPENSES		11,132,277	11,157,927	4,226,323.55	631,362.62	129,379.69	6,802,223.81	

Davis County



YEAR-TO-DATE BUDGET REPORT

FOR 2026 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	770,600	801,250	3,632,781.18	616,455.04	129,379.69	-2,960,910.82	469.5%

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

Davis County

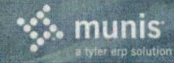


YEAR-TO-DATE BUDGET REPORT

FOR 2026 05

ACCOUNTS FOR:		ORIGINAL	REVISED				AVAILABLE	PCT
48	LIBRARY CAPITAL PROJECTS	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
4810950 CAP - LIBRARY								
4810950	480000 INTEREST EARNINGS	-141,000	-141,000	-111,624.88	-22,618.25	.00	-29,375.12	79.2%*
	TOTAL UNDEFINED ROLLUP CODE	-141,000	-141,000	-111,624.88	-22,618.25	.00	-29,375.12	79.2%
20950 CAP - LIBRARY OPERATING								
4810950	560260 BLDG & GRND MAINT	40,000	40,000	936.00	.00	.00	39,064.00	2.3%
	TOTAL CAP - LIBRARY OPERATING	40,000	40,000	936.00	.00	.00	39,064.00	2.3%
3C950 CAP - LIBRARY CAPITAL								
4810950	600702 CONSTRUCTION	0	0	2.88	.00	.00	-2.88	100.0%*
4810950	620720 BLDG IMPROVEMENTS	135,000	135,000	.00	.00	.00	135,000.00	.0%
	TOTAL CAP - LIBRARY CAPITAL	135,000	135,000	2.88	.00	.00	134,997.12	.0%
	TOTAL CAP - LIBRARY	34,000	34,000	-110,686.00	-22,618.25	.00	144,686.00	-325.5%
	TOTAL LIBRARY CAPITAL PROJECTS	34,000	34,000	-110,686.00	-22,618.25	.00	144,686.00	-325.5%
	TOTAL REVENUES	-141,000	-141,000	-111,624.88	-22,618.25	.00	-29,375.12	
	TOTAL EXPENSES	175,000	175,000	938.88	.00	.00	174,061.12	

Davis County



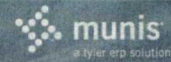
YEAR-TO-DATE BUDGET REPORT

FOR 2026 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	34,000	34,000	-110,686.00	-22,618.25	.00	144,686.00	-325.5%

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

Davis County



YEAR-TO-DATE BUDGET REPORT

FOR 2026 05

ACCOUNTS FOR:	ORIGINAL	REVISED				AVAILABLE	PCT
48 LIBRARY CAPITAL PROJECTS	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
4810952 BOUNTIFUL BRANCH							
4810952 480000 INTEREST EARNINGS	0	0	-99,676.12	-19,632.30	.00	99,676.12	100.0%
TOTAL UNDEFINED ROLLUP CODE	0	0	-99,676.12	-19,632.30	.00	99,676.12	100.0%
3C952 SOUTH BRANCH - CAPITAL							
4810952 600701 ARCHITECT	511,370	511,370	261,540.00	87,180.00	228,110.50	21,719.24	95.8%
4810952 600702 CONSTRUCTION	6,392,122	6,392,122	159,500.30	158,659.30	4,504,333.80	1,728,287.65	73.0%
4810952 600703 CONTINGENCY	639,212	639,212	6,421.64	1,435.00	.00	632,790.54	1.0%
4810952 600704 FFE	857,296	857,296	6,442.10	.00	.00	850,854.23	.8%
TOTAL SOUTH BRANCH - CAPITAL	8,400,000	8,400,000	433,904.04	247,274.30	4,732,444.30	3,233,651.66	61.5%
TOTAL BOUNTIFUL BRANCH	8,400,000	8,400,000	334,227.92	227,642.00	4,732,444.30	3,333,327.78	60.3%
TOTAL LIBRARY CAPITAL PROJECTS	8,400,000	8,400,000	334,227.92	227,642.00	4,732,444.30	3,333,327.78	60.3%
TOTAL REVENUES	0	0	-99,676.12	-19,632.30	.00	99,676.12	
TOTAL EXPENSES	8,400,000	8,400,000	433,904.04	247,274.30	4,732,444.30	3,233,651.66	

Davis County



YEAR-TO-DATE BUDGET REPORT

FOR 2026 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	8,400,000	8,400,000	334,227.92	227,642.00	4,732,444.30	3,333,327.78	60.3%

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

Davis County



YEAR-TO-DATE BUDGET REPORT

FOR 2026 06

ACCOUNTS FOR:	ORIGINAL	REVISED	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
23 LIBRARY SERVICES	APPROP	BUDGET				BUDGET	USE/COL
2310580 LIBRARY							
2310580 410000 CURRENT PROPERTY TA	-9,437,000	-9,437,000	-386,050.61	-181,690.95	.00	-9,050,949.39	4.1%*
2310580 411000 REGISTERED PERSONAL	-558,000	-558,000	-261,632.11	-85,907.82	.00	-296,367.89	46.9%*
2310580 420000 PRIOR YEARS TAXES	-100,000	-100,000	-68,421.68	10,577.01	.00	-31,578.32	68.4%*
2310580 420001 PENALTY/INTEREST	-11,000	-11,000	-5,099.09	-864.59	.00	-5,900.91	46.4%*
2310580 422101 A&C PENALTY/INTERES	-49,000	-49,000	.00	.00	.00	-49,000.00	.0%*
2310580 452050 PROMOTIONAL SALES	-677	-677	-3,364.20	-746.29	.00	2,687.20	496.9%
2310580 460000 FINES & FORFEITURES	-78,000	-78,000	-43,303.37	-7,378.54	.00	-34,696.63	55.5%*
2310580 472300 STATE REIMBURSEMENT	-45,000	-45,000	-28,869.30	.00	.00	-16,130.70	64.2%*
2310580 480000 INTEREST EARNINGS	-69,000	-69,000	-49,219.78	-3,922.65	.00	-19,780.22	71.3%*
2310580 493000 CONTRIBUTION-PRIVAT	0	5,000	-5,509.00	.00	.00	10,509.00	-110.2%
2310580 495100 SUNDRY REVENUE	-14,000	-14,000	-12,491.94	-484.88	.00	-1,508.06	89.2%*
TOTAL UNDEFINED ROLLUP CODE	-10,361,677	-10,356,677	-863,961.08	-270,418.71	.00	-9,492,715.92	8.3%
1P580 LIBRARY PAYROLL							
2310580 510110 PAYROLL	5,362,062	5,285,814	2,159,471.52	345,368.27	.00	3,126,342.65	40.9%
2310580 510111 TRAVEL PAY	16,270	16,270	7,442.52	1,233.08	.00	8,827.97	45.7%
2310580 510115 TAXABLE INCENTIVES	0	0	134.61	6.21	.00	-134.61	100.0%*
2310580 510117 OVERTIME	0	0	75.37	.00	.00	-75.37	100.0%*
2310580 520130 BENEFITS	0	0	3.47	3.47	.00	-3.47	100.0%*
2310580 520131 PAYROLL TAXES	404,416	404,416	160,423.49	25,546.60	.00	243,992.78	39.7%
2310580 520132 WORKERS COMP	13,425	13,425	2,642.07	431.49	.00	10,783.08	19.7%
2310580 520133 INSURANCE	571,153	571,153	258,644.31	47,013.04	.00	312,508.61	45.3%
2310580 520134 RETIREMENT	489,851	489,851	247,582.78	41,090.00	.00	242,268.26	50.5%
2310580 520135 COMMUNICATIONS ALLO	3,472	3,472	1,588.00	263.10	.00	1,883.60	45.7%
2310580 520136 TERMINATION POOL	0	76,247	32,393.41	5,180.55	.00	43,854.00	42.5%
TOTAL LIBRARY PAYROLL	6,860,649	6,860,649	2,870,401.55	466,135.81	.00	3,990,247.50	41.8%
20580 LIBRARY OPERATING							
2310580 530225 PROMOTIONAL MATERIA	50,000	60,000	8,836.05	4,500.00	46,100.00	5,063.95	91.6%
2310580 530623 CITIZEN PROGRAMS	50,000	50,000	15,845.17	4,160.52	7,500.00	26,654.83	46.7%
2310580 540210 SUBS & MEMBERSHIPS	4,000	4,000	1,700.00	.00	.00	2,300.00	42.5%
2310580 540220 PUBLIC NOTICES	1,000	1,000	.00	.00	.00	1,000.00	.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2026 06

ACCOUNTS FOR:	ORIGINAL	REVISED	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
23 LIBRARY SERVICES	APPROP	BUDGET				BUDGET	USE/COL
2310580 540250 OPERATING SUPPLIES	20,000	20,000	4,607.97	713.57	.00	15,392.03	23.0%
2310580 540271 FOOD BUSINESS	2,500	2,500	.00	.00	.00	2,500.00	.0%
2310580 540272 EMPLOYEE AWARDS	6,000	6,000	284.18	85.68	.00	5,715.82	4.7%
2310580 540300 PCARD SUSPENSE	0	0	27.98	.00	.00	-27.98	100.0%*
2310580 540450 UNIFORMS/LINENS	3,500	3,500	37.09	.00	.00	3,462.91	1.1%
2310580 540610 MISC SUPPLIES	15,000	15,000	2,110.20	147.75	.00	12,889.80	14.1%
2310580 540612 BOOKS AND MATERIALS	1,000,000	1,005,000	488,817.22	73,495.84	13,176.03	503,006.75	49.9%
2310580 540643 COMPUTER EQUIP	0	0	3,099.19	2,700.00	.00	-3,099.19	100.0%*
2310580 540666 CONTINGENCY	7,500	7,500	.00	.00	.00	7,500.00	.0%
2310580 540690 EQUIPMENT	25,000	25,000	2,312.75	-15.01	.00	22,687.25	9.3%
2310580 540691 SOFTWARE	11,050	11,050	6,960.00	.00	.00	4,090.00	63.0%
2310580 542240 OFFICE SUPPLIES	50,000	50,000	21,462.20	8,444.97	.00	28,537.80	42.9%
2310580 542243 POSTAGE	30,000	30,000	10,330.00	5,140.00	.00	19,670.00	34.4%
2310580 545536 BANK CHARGES	0	0	718.85	124.46	.00	-718.85	100.0%*
2310580 548230 TRAVEL/EDUC& TRNG	18,000	18,000	18,269.38	.00	.00	-269.38	101.5%*
2310580 548231 MILEAGE/LOCAL TRAVE	4,500	4,500	298.92	97.15	.00	4,201.08	6.6%
2310580 548330 EDUCATION & TRAININ	3,000	3,000	1,849.00	.00	.00	1,151.00	61.6%
2310580 550620 MISC SERVICES	200,000	200,000	106,111.25	18,778.00	57,850.55	36,038.20	82.0%
2310580 555265 SOFTWARE MAINTENANC	128,183	138,833	129,973.50	.00	.00	8,859.50	93.6%
2310580 555266 SOFTWARE SUBSCRIPTI	19,880	19,880	8,449.90	.00	.00	11,430.10	42.5%
2310580 555310 PROF & TECH	37,300	37,300	877.13	444.47	.00	36,422.87	2.4%
2310580 560252 EQUIP REP/CONTRACTS	500	500	.00	.00	.00	500.00	.0%
2310580 560260 BLDG & GRND MAINT	14,000	14,000	.00	.00	.00	14,000.00	.0%
2310580 562280 TELEPHONE	2,500	2,500	599.25	155.62	.00	1,900.75	24.0%
2310580 564253 VEHICLE SERVICE	3,500	3,500	30.28	4.43	.00	3,469.72	.9%
2310580 564258 GASOLINE	3,000	3,000	1,301.93	241.83	.00	1,698.07	43.4%
TOTAL LIBRARY OPERATING	1,709,913	1,735,563	834,909.39	119,219.28	124,626.58	776,027.03	55.3%
3C580 LIBRARY CAPITAL							
2310580 640743 COMPUTER EQUIPMENT	44,000	44,000	.00	.00	.00	44,000.00	.0%
TOTAL LIBRARY CAPITAL	44,000	44,000	.00	.00	.00	44,000.00	.0%
4A580 LIBRARY ALLOCATIONS							
2310580 590910 TRANSFER OUT	1,095,402	1,095,402	547,701.00	.00	.00	547,701.00	50.0%
2310580 590920 TELEPHONE ALLOCATIO	31,395	31,395	15,697.74	2,616.29	.00	15,697.74	50.0%
2310580 590921 COMPUTER ALLOCATION	104,357	104,357	52,178.58	8,696.43	.00	52,178.58	50.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2026 06

ACCOUNTS FOR: 23	LIBRARY SERVICES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2310580	590922	21,855	21,855	10,927.50	1,821.25	.00	10,927.50	50.0%
2310580	590925	9,534	9,534	4,766.94	794.49	.00	4,766.94	50.0%
2310580	590930	116,527	116,527	58,263.48	9,710.58	.00	58,263.52	50.0%
2310580	590936	21,150	21,150	11,761.82	1,707.26	.00	9,388.18	55.6%
2310580	590937	36,050	36,050	19,280.29	477.72	.00	16,769.71	53.5%
2310580	590938	157,000	157,000	66,961.75	13,161.70	.00	90,038.25	42.7%
2310580	590939	244,284	244,284	92,988.41	18,574.49	405.00	150,890.11	38.2%
2310580	590940	461,905	461,905	230,952.42	38,492.07	.00	230,952.42	50.0%
2310580	590942	218,256	218,256	109,128.06	18,188.01	.00	109,128.06	50.0%
TOTAL LIBRARY ALLOCATIONS		2,517,715	2,517,715	1,220,607.99	114,240.29	405.00	1,296,702.01	48.5%
TOTAL LIBRARY		770,600	801,250	4,061,957.85	429,176.67	125,031.58	-3,385,739.38	522.6%
TOTAL LIBRARY SERVICES		770,600	801,250	4,061,957.85	429,176.67	125,031.58	-3,385,739.38	522.6%
TOTAL REVENUES		-10,361,677	-10,356,677	-863,961.08	-270,418.71	.00	-9,492,715.92	
TOTAL EXPENSES		11,132,277	11,157,927	4,925,918.93	699,595.38	125,031.58	6,106,976.54	

Davis County



YEAR-TO-DATE BUDGET REPORT

FOR 2026 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	770,600	801,250	4,061,957.85	429,176.67	125,031.58	-3,385,739.38	522.6%

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

Davis County



YEAR-TO-DATE BUDGET REPORT

FOR 2026 06

ACCOUNTS FOR: 48	LIBRARY CAPITAL PROJECTS	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
4810950 CAP - LIBRARY								
4810950 480000	INTEREST EARNINGS	-141,000	-141,000	-133,491.36	-21,866.48	.00	-7,508.64	94.7%*
	TOTAL UNDEFINED ROLLUP CODE	-141,000	-141,000	-133,491.36	-21,866.48	.00	-7,508.64	94.7%
20950 CAP - LIBRARY OPERATING								
4810950 560260	BLDG & GRND MAINT	40,000	40,000	936.00	.00	.00	39,064.00	2.3%
	TOTAL CAP - LIBRARY OPERATING	40,000	40,000	936.00	.00	.00	39,064.00	2.3%
3C950 CAP - LIBRARY CAPITAL								
4810950 600702	CONSTRUCTION	0	0	2.88	.00	.00	-2.88	100.0%*
4810950 620720	BLDG IMPROVEMENTS	135,000	135,000	.00	.00	.00	135,000.00	.0%
	TOTAL CAP - LIBRARY CAPITAL	135,000	135,000	2.88	.00	.00	134,997.12	.0%
	TOTAL CAP - LIBRARY	34,000	34,000	-132,552.48	-21,866.48	.00	166,552.48	-389.9%
	TOTAL LIBRARY CAPITAL PROJECTS	34,000	34,000	-132,552.48	-21,866.48	.00	166,552.48	-389.9%
	TOTAL REVENUES	-141,000	-141,000	-133,491.36	-21,866.48	.00	-7,508.64	
	TOTAL EXPENSES	175,000	175,000	938.88	.00	.00	174,061.12	

Davis County



YEAR-TO-DATE BUDGET REPORT

FOR 2026 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	34,000	34,000	-132,552.48	-21,866.48	.00	166,552.48	-389.9%
** END OF REPORT - Generated by Jennifer Tankersley **							

Davis County

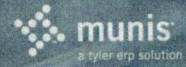


YEAR-TO-DATE BUDGET REPORT

FOR 2026 06

ACCOUNTS FOR:	ORIGINAL	REVISED				AVAILABLE	PCT
48 LIBRARY CAPITAL PROJECTS	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
4810952 BOUNTIFUL BRANCH							
4810952 480000 INTEREST EARNINGS	0	0	-120,034.64	-20,358.52	.00	120,034.64	100.0%
TOTAL UNDEFINED ROLLUP CODE	0	0	-120,034.64	-20,358.52	.00	120,034.64	100.0%
3C952 SOUTH BRANCH - CAPITAL							
4810952 600701 ARCHITECT	511,370	511,370	261,540.00	.00	228,110.50	21,719.24	95.8%
4810952 600702 CONSTRUCTION	6,392,122	6,392,122	159,500.30	.00	4,504,333.80	1,728,287.65	73.0%
4810952 600703 CONTINGENCY	639,212	639,212	6,421.64	.00	.00	632,790.54	1.0%
4810952 600704 FFE	857,296	857,296	6,442.10	.00	.00	850,854.23	.8%
TOTAL SOUTH BRANCH - CAPITAL	8,400,000	8,400,000	433,904.04	.00	4,732,444.30	3,233,651.66	61.5%
TOTAL BOUNTIFUL BRANCH	8,400,000	8,400,000	313,869.40	-20,358.52	4,732,444.30	3,353,686.30	60.1%
TOTAL LIBRARY CAPITAL PROJECTS	8,400,000	8,400,000	313,869.40	-20,358.52	4,732,444.30	3,353,686.30	60.1%
TOTAL REVENUES	0	0	-120,034.64	-20,358.52	.00	120,034.64	
TOTAL EXPENSES	8,400,000	8,400,000	433,904.04	.00	4,732,444.30	3,233,651.66	

Davis County



YEAR-TO-DATE BUDGET REPORT

FOR 2026 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	8,400,000	8,400,000	313,869.40	-20,358.52	4,732,444.30	3,353,686.30	60.1%

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

Library Board
AGENDA ITEM SUMMARY

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

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

Financial Information:

- Type: Payable Receivable
- Amount: \$2,184.40

Terms:

- Beginning Date: 04/1/2026
- Ending Date: 6/30/2026

Additional Financial Terms:

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

Attachments:

1. 2026-0705

2026-704

Submitted by: Jennifer Tankersley, Confidential Admin Ast. Library
Requested meeting date: 8/13/2026

Davis County Library - Quarterly Donation Log Apr - Jun 2026

Branch	Date	Patron name	Estimated value of entire donation
Layton	4/1/2026	Anonymous	\$1.25
Syracuse	4/1/2026	Anonymous	\$51.00
Bountiful	4/3/2026	Anonymous	\$37.50
Headquarters	4/4/2026	Anonymous	\$2.50
Layton	4/4/2026	Anonymous	\$11.00
Clearfield	4/4/2026	Anonymous	\$0.75
Headquarters	4/6/2026	Anonymous	\$30.00
Layton	4/6/2026	anonymous	\$3.65
Headquarters	4/6/2026	Anonymous	\$4.00
Bountiful	4/8/2026	Anonymous	\$10.50
Layton	4/2/2026	Anonymous	\$2.00
Layton	4/10/2026	Anonymous	\$1.00
Layton	4/10/2026	Anonymous	\$1.00
Layton	4/11/2026	Anonymous	\$4.75
Layton	4/11/2026	Anonymous	\$14.50
Layton	4/11/2026	Anonymous	\$1.00
Kaysville	4/13/2026	Anonymous	\$8.25
Centerville	4/13/2026	Anonymous	\$13.00
Layton	4/13/2026	Anonymous	\$1.50
Kaysville	4/13/2026	Anonymous	\$1.00
Centerville	4/13/2026	Anonymous	\$48.00
Layton	4/14/2026	Anonymous	\$4.25
Layton	4/14/2026	Anonymous	\$1.00
Kaysville	4/14/2026	Anonymous	\$10.00
Kaysville	4/14/2026	Anonymous	\$121.00
Kaysville	4/15/2026	Anonymous	\$1.00
Headquarters	4/15/2026	Anonymous	\$1.25
Layton	4/16/2026	Anonymous	\$14.25
Kaysville	4/16/2026	Cynthia Johnson	\$0.50
Layton	4/17/2026	Anonymous	\$20.50
Kaysville	4/18/2026	Anonymous	\$1.00
Layton	4/18/2026	Anonymous	\$0.25
Layton	4/20/2026	Bullough	\$0.25
Centerville	4/20/2026	Anonymous	\$3.25
Headquarters	4/21/2026	Anonymous	\$44.00
Layton	4/21/2026	Anonymous	\$2.50
Kaysville	4/21/2026	Anonymous	\$0.25
Kaysville	4/21/2026	Anonymous	\$2.25
Centerville	4/22/2026	Anonymous	\$0.25

#2026-0705

Davis County Library - Quarterly Donation Log Apr - Jun 2026

Branch	Date	Patron name	Estimated value of entire donation
Kaysville	4/22/2026	Anonymous	\$1.75
Headquarters	4/24/2026	Anonymous	\$21.75
Layton	4/24/2026	Anonymous	\$12.75
Kaysville	4/24/2026	Anonymous	\$106.50
Kaysville	4/27/2026	Anonymous	\$1.00
Layton	4/17/2026	Anonymous	\$22.75
Clearfield	4/29/2026	Anonymous	\$1.25
Kaysville	4/29/2026	Anonymous	\$1.25
Layton	4/30/2026	Anonymous	\$4.25
Layton	4/30/2026	Anonymous	\$0.25
Centerville	4/30/2026	Anonymous	\$1.00
Centerville	5/1/2026	Anonymous	\$8.25
Layton	5/1/2026	Anonymous	\$0.25
Kaysville	5/2/2026	Anonymous	\$0.25
Headquarters	5/2/2026	Anonymous	\$5.00
Layton	5/2/2026	Anonymous	\$18.50
Layton	5/4/2026	Anonymous	\$35.25
Syracuse	5/5/2026	Anonoymous	\$96.25
Centerville	5/5/2026	Anonymous	\$3.00
Clearfield	5/5/2026	Anonymous	\$0.25
Kaysville	5/5/2026	Anonymous	\$2.50
Kaysville	5/5/2026	Anonymous	\$0.50
Layton	5/6/2026	Anonymous	\$4.25
Centerville	5/6/2026	Anonymous	\$12.00
Clearfield	5/6/2026	Anonymous	\$9.75
Kaysville	5/7/2026	anonymous	\$3.00
Centerville	5/8/2026	Anonymous	\$4.25
Centerville	5/8/2026	Anonymous	\$0.75
Centerville	5/8/2026	Anonymous	\$1.00
Kaysville	5/9/2026	Anonymous	\$5.00
Centerville	5/11/2026	Anonymous	\$5.50
Kaysville	5/11/2026	anonymous	\$7.50
Kaysville	5/11/2026	Anonymous	\$1.00
Kaysville	5/12/2026	Anonymous	\$5.25
Kaysville	5/12/2026	Anonymous	\$18.25
Centerville	5/13/2026	Anonymous	\$1.00
Bountiful	5/13/2026	Anonymous	\$3.00
Layton	5/13/2026	Pat Jamison	\$1.25
Bountiful	5/13/2026	Anonymous	\$1.00

#2026-0705

Davis County Library - Quarterly Donation Log Apr - Jun 2026

Branch	Date	Patron name	Estimated value of entire donation
Bountiful	5/13/2026	Anonymous	\$0.25
Layton	5/14/2026	Anonymous	\$4.75
Kaysville	5/14/2026	Hans Morrow	\$9.25
Layton	5/16/2026	Anonymous	\$0.75
Kaysville	5/16/2026	Anonymous	\$1.00
Layton	5/18/2026	Anonymous	\$2.00
Centerville	5/18/2026	anonymous	\$0.25
Headquarters	5/18/2026	Anonymous	\$19.75
Headquarters	5/18/2026	Anonymous	\$11.50
Headquarters	5/18/2026	Anonymous	\$0.75
Bountiful	5/18/2026	Anonymous	\$1.00
Kaysville	5/19/2026	Kyler Johnson	\$0.25
Centerville	5/21/2026	Anonymous	\$3.50
Centerville	5/21/2026	Anonymous	\$1.00
Centerville	5/21/2026	Anonymous	\$13.00
Layton	5/23/2026	Anonymous	\$4.25
Kaysville	5/25/2026	Anonymous	\$19.25
Bountiful	5/26/2026	Anonymous	\$90.00
Layton	5/26/2026	Anonymous	\$5.00
Layton	5/26/2026	Audrey Evans	\$6.00
Layton	5/26/2026	Anonymous	\$2.00
Clearfield	5/26/2026	Anonymous	\$3.00
Kaysville	5/26/2026	Anonymous	\$2.00
Clearfield	5/27/2026	Anonymous	\$185.00
Layton	5/27/2026	Anonymous	\$0.25
Centerville	5/27/2026	Anonymous	\$8.00
Centerville	5/28/2026	Anonymous	\$2.50
Headquarters	5/30/2026	Anonymous	\$8.50
Layton	5/30/2026	Anonymous	\$2.25
Syracuse	6/1/2026	Anonymous	\$63.00
Layton	6/1/2026	Anonymous	\$2.00
Kaysville	6/1/2026	Anonymous	\$6.00
Headquarters	6/2/2026	Anonymous	\$3.50
Layton	6/2/2026	Anonymous	\$4.00
Kaysville	6/2/2026	Anonymous	\$2.25
Layton	6/2/2026	Anonymous	\$7.25
Bountiful	6/3/2026	Anonymous	\$0.25
Kaysville	6/3/2026	Anonymous	\$2.75
Bountiful	6/4/2026	Anonymous	\$0.25

#2026-0705

Davis County Library - Quarterly Donation Log Apr - Jun 2026

Branch	Date	Patron name	Estimated value of entire donation
Layton	6/4/2026	Robert W	\$11.50
Layton	6/5/2026	Anonymous	\$18.00
Kaysville	6/6/2026	Anonymous	\$1.25
Kaysville	6/8/2026	Anonymous	\$5.25
Kaysville	6/8/2026	Anonymous	\$30.75
Centerville	6/8/2026	Anonymous	\$1.50
Layton	6/8/2026	Anonymous	\$10.50
Centerville	6/8/2026	Anonymous	\$3.25
Layton	6/9/2026	Anonymous	\$2.50
Centerville	6/9/2026	Anonymous	\$4.75
Layton	6/10/2026	Anonymous	\$2.00
Kaysville	6/12/2026	Anonymous	\$0.25
Layton	6/13/2026	Anonymous	\$1.00
Headquarters	6/13/2026	Anonymous	\$1.75
Kaysville	6/13/2026	Anonymous	\$1.25
Layton	6/17/2026	Anonymous	\$0.75
Kaysville	6/17/2026	Anonymous	\$11.50
Clearfield	6/18/2026	Anonymous	\$1.00
Bountiful	6/18/2026	Anonymous	\$2.75
Layton	6/19/2026	Debra North	\$78.00
Layton	6/19/2026	Anonymous	\$10.00
Kaysville	6/19/2026	Nancy Miles	\$1.00
Layton	6/20/2026	anonymous	\$25.50
Centerville	6/22/2026	Anonymous	\$9.25
Layton	6/23/2026	Anonymous	\$3.25
Layton	6/23/2026	Anonymous	\$1.75
Centerville	6/24/2026	Anonymous	\$10.00
Layton	6/25/2026	Anonymous	\$1.25
Kaysville	6/25/2026	Anonymous	\$5.00
Kaysville	6/25/2026	Anonymous	\$23.00
Kaysville	6/25/2026	Robert Treft	\$112.50
Kaysville	6/25/2026	Joshua Haskins	\$112.50
Kaysville	6/26/2026	Anonymous	\$0.75
Layton	6/27/2026	Anonymous	\$8.25
Headquarters	6/27/2026	Anonymous	\$1.50
Kaysville	6/27/2026	Anonymous	\$5.00
Layton	6/27/2026	Faris Alalwi	\$14.50
Kaysville	6/29/2026	Anonymous	\$51.00
Centerville	6/29/2026	Anonymous	\$5.75

#2026-0705

Davis County Library - Quarterly Donation Log Apr - Jun 2026

Branch	Date	Patron name	Estimated value of entire donation
Bountiful	6/30/2026	Anonymous	\$1.00
Kaysville	6/30/2026	Anonymous	\$13.50
Kaysville	6/30/2026	Karen Peterson	\$2.25
Headquarters	6/30/2026	Anonymous	\$139.00
Layton	6/30/2026	Anonymous	\$11.25
Layton	6/30/2026	Anonymous	\$27.75
Total			\$2,184.40

Recommended by:



RCS

Approved by:

Bob Stevenson (Jul 29, 2026 09:21:15 MDT)

Attest:



Brian McKenzie (Jul 29, 2026 11:57:58 MDT)

#2026-0705

Library Board
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Library
Presenter: Joshua Johnson, Director
Agenda Item: Ratification of the Davis County Library's Quarterly Low Dollar Contract Summary List

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

Financial Information:

- Type: Payable
- Amount: \$11,914.00

Terms:

- Beginning Date: 06/01/2026
- Ending Date: 07/30/2027

Additional Financial Terms:

- GL Account Number: 2310580 530623, 2310580 562280
- Davis County Match: No
- Additional Financial Information: N/A

Attachments:

1. 2026-0706

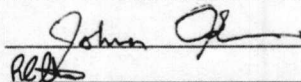
2026-706

Submitted by: Jennifer Tankersley, Confidential Admin Ast. Library
Requested meeting date: 8/13/2026

Davis County Library Low Dollar Contract Summary

Name	Date of Programs/Contract	Purpose/Program	Amount/Payable
Beautiful Minds Learning LLC	June 1 - July 30, 2026	Summer Reading Space	\$2,400.00
Rise Academy of Dance	June 1 - July 23, 2026	Irish Dance - Summer Reading Program	\$50.00
Utah Farm Bureau	June 2 - June 30, 2026	Meet the Farmers - Summer Reading Program	No Compensation
Vikings of Utah	June 2 - June 18, 2026	Vikings of Utah - Summer Reading Program	\$450.00
Clark Planetarium	June 2 - July 22, 2026	Earth Detectives with Clark Planetarium - Summer Reading Program	No Compensation
Devotion Championship Wrestling	June 3 - June 16, 2026	Books and Body Slams: Crush the Shush at the Library - Summer Reading Program	\$500.00
Puppet Players	June 4 - July 22, 2026	Puppet Players - Summer Reading Program	\$400.00
Jason Fun Magic	June 9 - July 14, 2026	Magic with Jason Fun - Summer Reading Program	\$750.00
Jeannette Memmott	June 9, 2026	Strength and Stretch: Gentle Movement for those 50+	No Compensation
Nels Anderson	June 9 - June 25, 2026	Drum Utah - Summer Reading Program	\$800.00
Bountiful Davis Arts Center	June 11 - July 23, 2026	Summer Reading Space	No Compensation
Val Gunther	June 22 - July 13, 2026	Fantastic Fossils - Summer Reading Program	\$50.00
Evan Call	June 25 - July 21, 2026	Under the Microscope - Summer Reading Program	\$50.00
Mad Science of Greater Salt Lake	June 29 - July 2, 2026	Mad Science - Summer Reading Program	\$1,225.00
Comcast	July 1, 2026 - July 30, 2027	Internet at the Temporary North Salt Lake Library	\$4,554.00
HAFB Museum	July 6 - July 23, 2026	Forces of Flight - Summer Reading Program	No Compensation
Erik Johanson	July 7 - July 23, 2026	Flying High with Erik Johanson - Summer Reading Program	\$50.00
Sarah Gladd	July 11, 2026	Zine Fest program	\$75.00
Amanda Luzzader	September 2, 2026	Meet the Authors program	\$200.00
Frank Cole	September 2, 2026	Meet the Authors program	\$200.00
Sakt Lake Eastern Art Club	Sep 19, 2026	The Art of Chinese Calligraphy with Dr. Wu Xu, a Kaleidoscope/Utah Creative Aging Workshop	\$160.00
Total			\$11,914.00

Recommended by:



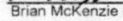
Library Director

Approved by:


Bob Stevenson (Jul 29, 2026 09:21:15 MDT)

Commission Chair

Attest:


Brian McKenzie (Jul 29, 2026 11:57:58 MDT)

Clerk

#2026-0706

Memorandum of Understanding between Davis County (Library) and Beautiful Minds Learning LLC

This Memorandum of Understanding for educational programs is made and entered into by and between Beautiful Minds Learning LLC and Davis County, through the Davis County Library System ("County"). County and Beautiful Minds Learning LLC may be collectively referred to as the "Parties" herein.

Purpose:

The purpose of this Memorandum of Understanding is to establish the terms and conditions by which the County and Beautiful Minds Learning LLC will work together towards the goal of providing space for educational presentations to the public during the County's Summer Reading program, specifically for the Bountiful Branch Library location as it is undergoing a remodel.

Project:

Beautiful Minds Learning LLC will provide physical space for programs for the Library's Summer Reading on the agreed-upon dates as specified below at a rental price of \$100.00 per hour for a total of \$2400.00 on the agreed-upon dates as part of its efforts to provide programming to our local community. Payment will be made upon receipt of an invoice from Beautiful Minds Learning LLC.

Duties and Responsibilities:

Beautiful Minds Learning LLC will help the Library provide educational and entertaining programs initiated by the Library and agrees to: Provide a physical space for the Library to host their Summer Reading programs. Programs will consist of either a library program (non-vendor) or an outside agency (vendor) program that are approximately 60 minutes in length. Programs will vary depending upon the presenter, but all programs have been vetted for safety and ability to take place in the main floor area of the Beautiful Minds Learning LLC Property, located at 95 North Main St. Bountiful, Utah, 84010. The Library will be responsible for setting up its equipment (tables, chairs, projector, screen as needed per program) no earlier than 2:00 pm (with the exception of Thursday, June 4, 2026 with the time being 5:30 pm) and will clean up and vacate the building no later than 1 hour after the program ends. The Library will ensure that no damage occurs to Beautiful Minds Learning LLC Property, that the space is cleaned up to its original condition prior to the program, and that participants remain in the space being used for the program. The program, basic information about what the program entails, and dates, that will be presented in the Beautiful Minds Learning LLC space are listed below:

Monday, June 1, 2026 - Pirates (library program) (Craft materials)

Thursday, June 4, 2026 - Wrestlers (vendor) They have a 18' x 18' ring they set up and take down. They perform several matches tied together through a story. Vendor is insured.

Monday, June 8, 2026 - Gemstones and Jewels (library program) (Craft materials)

Monday, June 22, 2026 - Clark Planetarium (vendor) Vendor bringing supplies. (Educational)

Monday, June 29, 2026 - Castles and Catapults (library program). (Craft materials)

Monday, July 6, 2026 - Forces of Flight w/HAFB Museum (vendor) Paper airplane making and flying.

Monday, July 13, 2026 - Fantastic Fossils (vendor) Showing a video, displaying fossils.

Monday, July 20, 2026 - Under the Microscope (vendor) WSU professor showing bacteria slides through microscope on screen, craft materials.

Davis County will maintain general liability insurance appropriate and adequate for the performances.

All program performances presented in the Davis County Libraries are open to the public and will be presented without charge or pre-registration.

The persons signing this Memorandum of Understanding on behalf of their respective organizations acknowledge that they have carefully read this document and have the authority from their respective organization to sign this document.

Beautiful Minds Learning LLC

Jace Bruestle
Name

Controller
Title

Davis County Libraries

John J.
Name

Library Director
Title



Kim Valeika <kvaleika@co.davis.ut.us>

to Jace, Kim, Joshua, Brandon

Jace,

Hello and thank you for the quick response and update for the MOU.

The document is attached for their review and signature.

The program coming up on June 4th requires seating for attendees that the other programs don't. Could we bring in the chairs for that event earlier than the scheduled date? After the event con remainder of the dates.

Thank you and we look forward to working with Beautiful Minds Learning LLC and thank them for the use of the space.

Please let me know if you have any questions.

Kim Valeika
Davis County Library
Library Outreach Manager
801-451-3045



One attachment • Scanned by Gmail



Jace Bruestle

to me, Joshua, Brandon, Kim

Hi Kim,

Please see the attached signed document. As for the extra time needed to set up additional chairs, that should be fine.

#2026-0706

②

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:	Rise Academy of Dance	Provider Phone Number:	801-628-7378
Contact Person:	Melissa Cleverly	Contact Email Address:	riseirishdance@gmail.com
Provider Address:	540 E 1700 S #104, Clearfield, UT 84015	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 six approximately 45-minute programs about Irish dance including instruction for attendees. Service Provider will provide a dance surface for performers. The County will provide adequate space for performance and seating. The programs will take place on the following dates and at the following locations:

Program:	Irish Dance
Date and Time:	Monday, June 1, 2026 at 6:30 - 7:30 pm
Location:	Clearfield Branch Library, 1 North Main St, Clearfield, 801-451-1840
Date and Time:	Tuesday, June 9, 2026 at 6:30 - 7:30 pm
Location:	Kaysville Branch Library, 215 N Fairfield Rd, Kaysville, 801-451-1800
Date and Time:	Wednesday, June 17, 2026 at 6:30 - 7:30 pm
Location:	Centerville Branch Library, 45 S 400 W, Centerville, 801-451-1775
Date and Time:	Monday, June 22, 2026 at 6:30 - 7:30 pm
Location:	Headquarters Library, 133 S Main St, Farmington, 801-451-3030
Date and Time:	Tuesday, July 14, 2026 at 6:30 - 7:30 pm
Location:	Layton Branch Library, 155 N Wasatch Dr, Layton, 801-451-1820
Date and Time:	Thursday, July 23, 2026 at 6:30 - 7:30 pm
Location:	Syracuse Branch Library, 1875 S 2000 W, Syracuse, 801-451-1850

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.

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- 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 July 23, 2026 after 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

If to Service Provider:
Rise Academy of Dance
Attn: Melissa Cleverly
540 E 1700 S #104

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P.O. Box 115
Farmington, UT 84025
jrankersley@co.davis.ut.us

Clearfield, Utah 84015
riseirshdance@gmail.com

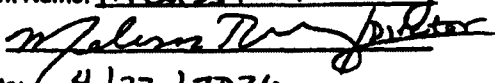
8. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** The Service Provider shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies,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

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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: <u></u> Director, Davis County Library Date: <u>4/23/2026</u>	SERVICE PROVIDER By: <u>Rise Academy of Dance</u> Print Name: <u>Melissa C. Overly</u> Its: <u></u> Date: <u>4/22/2026</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:	Utah Farm Bureau	Phone:	801-791-2509
Contact:	Delaney Nalder	Email:	nalderhouse@gmail.com
Address:	800 W Gentile St., Layton, UT 84041	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 50-minute program about farming including stations using farm related items for crafts and learning. Depending upon venues, a tractor may be included for the kids to look at outside. Service Provider will bring all needed supplies for crafts and stations. County will provide space inside with tables and chairs (outdoor space as needed). Service Provider agrees to present three programs on the following dates and at the following locations:

Program: Meet the Farmers

Date/Time: Tuesday, June 2, 2026 at 3:00 - 4:00 pm

Location: Syracuse Branch Library, 1875 S 2000 W, Syracuse, 801-451-1850

Date/Time: Thursday, June 11, 2026 at 6:30 - 7:30 pm

Location: Bountiful Davis Arts Center, 90 N Main St, Bountiful, 801-451-1760

Date/Time: Tuesday, June 30, 2026 at 6:30 - 7:30 pm

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

- A. 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 programs at the scheduled times noted above.
- B. Service Provider agrees to present at an alternate location requested by the County if any of the above locations are unavailable, provided that: the County notifies the Service Provider no less than 5 business days prior to the event and the new location does not unreasonably increase travel time for the Service Provider.

2. No Compensation

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

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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: _____	SERVICE PROVIDER By: _____ Print Name: _____ Its: _____ Date: _____
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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: *[Signature]*
Director, Davis County Library System

By: *[Signature]*

Date: 5/18/2020

Print Name: Delaney Walder
Davis Farm Bureau

Its: _____

Date: 5/18/20

Version 03/30/2026

#2026-0706

DAVIS COUNTY STANDARD SERVICE PROVIDER CONTRACT

This Standard Service Provider Contract (this "Contract") is between Davis County, through the Davis County Library (the "County" or "Library"), and the following person or entity (the "Service Provider"):

Service Provider:	Vikings of Utah	Provider Phone Number:	801-558-9055
Contact Person:	Brick Despain	Contact Email Address:	bricklan@gmail.com
Provider Address:	4389 W Blackshear Dr, SJDN, Utah, 84009	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.

The parties therefore agree as follows:

1. **Scope of Services.** Service Provider agrees to present 3 approximately 50-minute programs focused on activities and life of a Viking with interactive displays and demonstrations which may include leathercraft, blacksmithing, sheepskin, weaving and textiles, weapons and armor. All demonstrations and displays will be done in a safe manner with any needed safety equipment on hand for blacksmithing. Only authorized Service Providers will be allowed to handle any sharp weaponry. Service Provider will bring all necessary supplies and equipment. County will provide space and tables as needed for any displays. The programs will take place on the following dates and at the following locations.

Program:	Vikings of Utah
Date and Time:	Tuesday, June 2, 2026 at 6:30 - 7:30 pm
Location:	Layton Branch Library, 155 N Wasatch Dr, Layton, 801-451-1820
Date and Time:	Wednesday, June 10, 2026 at 6:30 - 7:30 pm
Location:	Centerville Branch Library, 45 S 400 W, Centerville, 801-451-1775
Date and Time:	Thursday, June 18, 2026 at 6:30 - 7:30 pm
Location:	Bountiful Davis Arts Center, 90 N Main St, Bountiful, 801-451-1760

- A. 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 programs at the scheduled times noted above.
 - B. Service Provider agrees to present at an alternate location requested by the County if the above location is unavailable, provided that: the County notifies the Service Provider no less than 5 business days prior to the event and the new location does not unreasonably increase travel time for the Service Provider.
2. **Compensation.**
 - A. County shall pay Service Provider a sum not to exceed \$450.00 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.

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- 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 18, 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

If to Service Provider:
 Vikings of Utah
 Attn: Brick Despain

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

4389 W Blackshear Drive
South Jordan, UT 84009
bricklan@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 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

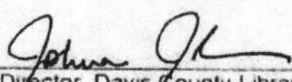
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sentence is void. All sections, subsections, sentences, or parts of a sentence of this Contract that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect

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>Vikings of Utah</u>
Date <u>5/10/20</u>	Print Name <u>Bride Duggin</u>
	Its <u></u>
	Date <u>5/14/20</u>

Version 04/21/2026

#2026-0706

Memorandum of Understanding between Davis County (Library) and Clark Planetarium

This Memorandum of Understanding for educational programs is made and entered into by and between Clark Planetarium, a division of Salt Lake County, and Davis County, through the Davis County Library System ("County"). Clark Planetarium and County may be collectively referred to as the "Parties" herein.

Purpose:

The purpose of this Memorandum of Understanding is to establish the terms and conditions by which the Clark Planetarium and the County will work together towards the goal of providing educational presentations to the public during the County's Summer Reading program.

Project:

Clark Planetarium will provide programs in Davis County Libraries (LIBRARIES) as specified below at no cost on the agreed-upon dates as part of its efforts to provide science programming to our local community.

Duties and Responsibilities:

Clark Planetarium desires to support the educational efforts of the LIBRARIES and agrees to: Participate in the County's effort to provide entertaining and educational presentations for its Library patrons by presenting approximately fifty-minute hands-on activity sessions titled Earth Detectives which includes three interactive stations, at the County Library locations as set forth herein. The educational programs will be delivered by trained staff and be of high quality and appropriate for all ages and family audiences. Clark Planetarium will present 7 programs on the following dates and at the following locations:

Program: Earth Detectives with Clark Planetarium

Date/Time: Tuesday, June 2, 2026 at 6:30 pm

Location: Kaysville Branch Library

Address: 215 N Fairfield Rd, Kaysville, Utah, 84037

Phone: 801-451-1800

Date/Time: Wednesday, June 3, 2026 at 3:00 pm

Location: Headquarters Library

Address: 133 S Main St, Farmington, Utah, 84025

Phone: 801-451-3030

Date/Time: Tuesday, June 16, 2026 at 6:30 pm

Location: Layton Branch Library

Address: 155 N Wasatch Dr, Layton, Utah 84041

Phone: 801-451-1820

MOU LIBRARY AND CLARK PLANETARIUM 04/20/2026

Date/Time: Monday, June 22, 2026 at 3:00 pm
Location: Temporary Location
Address: 95 N Main St, Bountiful, Utah, 84010
Phone: 801-451-1760

Date/Time: Tuesday, July 7, 2026 at 3:00 pm
Location: Clearfield Branch Library
Address: 1 North Main St, Clearfield, Utah, 84015
Phone: 801-451-1840

Date/Time: Thursday, July 16, 2026 at 6:30 pm
Location: Syracuse Branch Library
Address: 1875 S 2000 W, Syracuse, Utah, 84075
Phone: 801-451-1850

Date/Time: Wednesday, July 22, 2026 at 6:30 pm
Location: Centerville Branch Library
Address: 45 S 400 W, Centerville, Utah, 84014
Phone: 801-451-1775

LIBRARIES will notify Clark Planetarium no less than 5 business days prior to the event if a change in venue is necessary. This venue change cannot unreasonably increase travel time for the Service Provider and both parties must agree in writing on the new venue location.

Clark Planetarium will provide notice to LIBRARIES if it cancels a program for any reason. The Library will provide immediate notice to the Clark Planetarium if it elects to cancel a program for any reason.

Clark Planetarium shall present the program(s) as an independent contractor and will have no rights as an employee or representative of the County and shall not be provided with any County benefits.

Davis County will maintain general liability insurance appropriate and adequate for performances. Clark Planetarium shall be responsible for its actions under the Utah Governmental Immunity Act, UCA §§ 63G-1-101, et.seq.

Davis County Library will provide a venue for each program and will provide reasonable access to the program performance site at least 1 hour prior to the program. Tables and chairs will be provided by the LIBRARIES and all other needed supplies will be provided by Clark Planetarium.

Davis County Library may use the name, photographs and logos of the Clark Planetarium in any publicity or publication relating to the program. Davis County Library agrees to advertise programs consistent with the level of publicity normally expended for its summer reading

MOU LIBRARY AND CLARK PLANETARIUM 04/20/2026

programs.

All program performances presented in the Davis County Libraries are open to the public and will be presented without charge or pre-registration.

The persons signing this Memorandum of Understanding on behalf of their respective organizations acknowledge that they have carefully read this document and have the authority from their respective organization to sign this document.

Clark Planetarium

Duke Johnson
Name

Duke Johnson
Mayor or Designee
Title Director

Davis County Libraries

Johnson
Name

Library Director
Title

Reviewed and Advised as
to Form and Legality
Craig J.
Wangsgard
Digitally signed by Craig J.
Wangsgard
Date: 2026.05.12 07:28:42
-0700
Craig Wangsgard
Senior Deputy District Attorney

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:	Devotion Championship Wrestling	Provider Phone Number:	801-989-2140
Contact Person:	Reina Rivera	Contact Email Address:	rlrivera023@gmail.com
Provider Address:	1609 W 1700 S, #C304, Syracuse, Utah, 84075	Type of Service:	Entertainment, 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 45 minute family friendly program including a demonstration of Luchador wrestling and read a story to attendees. Service Provider will bring ring to set up for their program. County will provide space for wrestling ring, seating, and a microphone. Program will take place on the following dates and at the following locations:

Program:	Books and Body Slams: Crush the Shush at the Clearfield Library
Date and Time:	Wednesday, June 3, 2026 at 6:30 - 7:30 pm
Location:	Centerville Branch Library, 45 S 400 W, Centerville, 801-451-1775
Date and Time:	Thursday, June 4, 2026 at 6:30 - 7:30 pm
Location:	Temporary Bountiful Location, 95 N Main St, Bountiful, 801-451-1760
Date and Time:	Monday, June 8, 2026 at 6:30 - 7:30 pm
Location:	Clearfield Branch Library, 1 North Main St, Clearfield, 801-451-1840
Date and Time:	Thursday, June 11, 2026 at 6:30 - 7:30 pm
Location:	Syracuse Branch Library, 1875 S 2000 W, Syracuse, 801-451-1850
Date and Time:	Tuesday, June 16, 2026 at 6:30 - 7:30 pm
Location:	Kaysville Branch Library, 215 N Fairfield Rd, Kaysville, 801-451-1800

- A. 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 programs at the scheduled times noted above.
- B. Service Provider agrees to present at an alternate location requested by the County if the above location is unavailable, provided that: the County notifies the Service Provider no less than 5 business days prior to the event and the new location does not unreasonably increase travel time for the Service Provider.

2. Compensation.

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- A. County shall pay Service Provider a sum not to exceed \$500.00 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 16, 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

If to Service Provider:
Devotion Championship Wrestling

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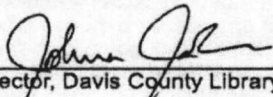
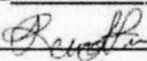
Attn: Director, Davis County Library System
133 South Main Street
P.O. Box 115
Farmington, UT 84025
jtankersley@co.davis.ut.us

attn: Reina Rivera
1609 W 1700 S, #C304
Syracuse, Utah, 84075
rrivera023@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 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	SERVICE PROVIDER
By:  Director, Davis County Library	By: Devotion Championship Wrestling
Date: <u>5/8/26</u>	Print Name: Reina Rivera
	Its: 
	Date: <u>05/07/2026</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:	Puppet Players	Provider Phone Number:	801-441-0483
Contact Person:	Morgan Boyd	Contact Email Address:	puppetshows@shmorganishb.org
Provider Address:	6211 S Highland Dr. #4081, Holladay, Utah 84121	Type of Service:	Entertainment, 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 4 approximately 40-minute programs including a puppet show and time for questions. County will provide space and chairs. Service Provider will bring all needed equipment and supplies. The programs will take place on the following dates and at the following locations:

Program:	Puppet Players
Date and Time:	Thursday, June 4, 2026 at 6:30 - 7:30 pm
Location:	Syracuse Branch Library, 1875 S 2000 W, Syracuse, 801-451-1850
Date and Time:	Thursday, June 11, 2026 at 3:00 - 4:00 pm
Location:	Kaysville Branch Library, 215 N Fairfield Rd, Kaysville, 801-451-1800
Date and Time:	Tuesday, July 21, 2026 at 6:30 - 7:30 pm
Location:	Layton Branch Library, 155 N Wasatch Dr, Layton, 801-451-1820
Date and Time:	Wednesday, July 22, 2026 at 3:00 - 4:00 pm
Location:	Headquarters Library, 133 S Main St, Farmington, 801-451-3030

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

2. **Compensation.**
 - A. County shall pay Service Provider a sum not to exceed \$400.00 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.

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- 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 July 22, 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:
Puppet Players
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:
Morgan Boyd
6211 S Highland Dr #4061
Holladay, UT 84121

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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 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

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

NAME

Date: April 21st, 2026.

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:	Jason Fun Magic	Provider Phone Number:	385-219-8434
Contact Person:	Jason Carling	Contact Email Address:	JasonFunMagic@gmail.com
Provider Address:	1613 W 680 N, Pleasant Grove, UT 84062	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 three approximately one hour magic shows for attendees. Service Provider will provide all needed equipment and supplies. The County will provide space for the program.

Program:	Magic with Jason Fun
Date and Time:	Tuesday, June 9, 2026 at 3:00 - 4:00 pm
Location:	Syracuse Branch Library, 1875 S 2000 W, Syracuse, 801-451-1850
Date and Time:	Thursday, June 18, 2026 at 3:00 - 4:00 pm
Location:	Kaysville Branch Library, 215 N Fairfield Rd, Kaysville, 801-451-84037
Date and Time:	Tuesday, July 14, 2026 at 3:00 - 4:00 pm
Location:	Clearfield Branch Library, 1 North Main St, Clearfield, 801-451-1840

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

2. **Compensation.**
 - A. County shall pay Service Provider a sum not to exceed \$750.00 (\$250.00 per program), 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.

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3. **Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on July 14, 2026 at the conclusion of the program, unless terminated earlier pursuant to Section 5 of this Contract.
4. **Quality and Content of Performance.** All performances at the Davis County Library should be of the highest quality and appropriate for all ages and family audiences. Service Provider agrees that at no time during the performance will any offensive materials or conduct such as, but not limited to, any vulgar language, obscene gestures, sexual content, or other offensive material be presented. In the event that the performance at any time contains offensive materials or conduct, as determined by the Library Director, the County reserves the right to immediately cancel that performance and any future performance under this 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:
Jason Carling
1613 W 680 N
Pleasant Grove, UT 84062
JasonFunMagic@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,

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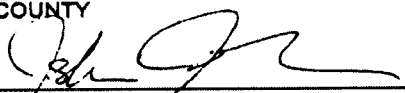
dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Service Provider or the Service 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 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.

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DAVIS COUNTY By: <u></u> Director, Davis County Library Date: <u>4/23/26</u>	SERVICE PROVIDER By: <u>Jason Carling</u> Print Name: <u>Jason Carling</u> Its: _____ Date: <u>04-21-2026</u>
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DAVIS COUNTY LIBRARY PROGRAM CONTRACT

This Standard Service Provider Contract (this "Contract") is between Davis County, through the Davis County Library (the "County" or "Library"), and the following person or entity (the "Service Provider"):

Presenter:	Jeannette Memmott	Phone:	801-888-7551
Contact:	Jeannette Memmott	Email:	memmottvocalstudio@gmail.com
Address:	667 Westbrook Cir., Kaysville UT 84037	Performance Type:	Educational, Fitness

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 thirty approximately 60-minute stretching classes (including cool down) designed for individuals aged 50 and up. Service Provider agrees to present the programs on the following dates and at the following location:

Program: Strength and Stretch: Gentle Movement for those 50+
Date/Time: Tuesdays: June 9, 2026 through December 29, 2026 at 12:00 - 1:00 pm
Location: Kaysville Branch Library, 215 N Fairfield Rd, Kaysville, 801-451-1800

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.

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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>[Signature]</u> Director, Davis County Library System Date: <u>6/1/26</u>	SERVICE PROVIDER By: <u>Jeannette Memmott</u> Print Name: <u>Jeannette Memmott</u> Its: <u>Stretch & Strength Class</u> Date: <u>5-29-26</u> <u>Jeannette Memmott</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:	Nels Anderson	Provider Phone Number:	801-839-5454
Contact Person:	Nels Anderson	Contact Email Address:	drumutah@gmail.com
Provider Address:	1462 S 1000 E, SLC, UT, 84105	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.

The parties therefore agree as follows:

1. **Scope of Services.** Service Provider specifically agrees to present 3 approximately 45-minute programs for participants to learn about and play percussion instruments. Service Provider will bring all necessary supplies. County will supply space for the program. These programs will be on the following dates and at the following locations:

Program:	Drum Utah
Date and Time:	Tuesday, June 9, 2026 at 6:30 - 7:30 pm
Location:	Layton Branch Library, 155 N Wasatch Dr, Layton, 801-451-1820
Date and Time:	Thursday, June 11, 2026 at 3:00 - 4:00 pm
Location:	Centerville Branch Library, 45 S 400 W, Centerville, 801-451-1775
Date and Time:	Thursday, June 25, 2026 at 3:00 - 4:00 pm
Location:	Kaysville Branch Library, 215 N Fairfield Rd, Kaysville, 801-451-1800
Date and Time:	Thursday, June 25, 2026 at 6:30 - 7:30 pm
Location:	Syracuse Branch Library, 1875 S 2000 W, Syracuse, 801-451-1850

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 \$800.00 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.

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- 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 25, 2026 when final program is completed, 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:
- | | |
|---|---------------------------------------|
| <u>If to County:</u> | <u>If to Service Provider:</u> |
| Davis County | Nels Anderson |
| Attn: Director, Davis County Library System | 1462 S 1000 E |
| 133 South Main Street | SLC, UT 84105 |
| P.O. Box 115 | drumutah@gmail.com |
| Farmington, UT 84025 | |
| jtankersley@co.davis.ut.us | |
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

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(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.

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

DAVIS COUNTY By: <u></u> Director, Davis County Library Date: <u>4/25/26</u>	SERVICE PROVIDER By: <u></u> Print Name: <u>Nels Anderson</u> Its: <u>Drum Utah</u> Date: <u>04/22/2026</u>
--	--

Memorandum of Understanding between Davis County (Library) and Bountiful Davis Arts Center (BDAC)

This Memorandum of Understanding for educational programs is made and entered into by and between Bountiful Davis Arts Center (BDAC) and Davis County, through the Davis County Library System ("County"). County and BDAC may be collectively referred to as the "Parties" herein.

Purpose:

The purpose of this Memorandum of Understanding is to establish the terms and conditions by which the County and BDAC will work together towards the goal of providing space for educational presentations to the public during the County's Summer Reading program, specifically for the Bountiful Branch Library location as it is undergoing a remodel.

Project:

BDAC will provide space for programs that would otherwise be held at the Davis County Bountiful Branch Library as specified below at no cost on the agreed-upon dates as part of its efforts to provide programming to our local community.

Duties and Responsibilities:

BDAC will help the Library provide educational and entertaining programs initiated by the Library and agrees to: Provide a space for the Library to host their Summer Reading programs. Programs will consist of either a library program (non-vendor) or an outside agency (vendor) program that are approximately sixty-minutes in length. Programs will vary depending upon the presenter, but all programs have been vetted for safety and ability to take place in the space being used at the BDAC. The space being used is the educational space in the downstairs area of the BDAC. The Library will be in charge of setting up no earlier than 5:00 pm and will clean up and vacate the building no later than one hour after the program ends. The Library will ensure that no damage occurs to BDAC property, that the space is cleaned up to its original condition prior to the program, and that participants remain in the space being used for the program. The programs, dates, and times that will be presented in the BDAC space are listed below:

Program: Fun With Farmers (Vendor: Utah Farm Bureau)

Date/Time: Thursday, June 11, 2026 at 7:00 pm

Program: The World of Vikings (Vendor: Utah Vikings)

Date/Time: Thursday, June 18, 2026 at 7:00 pm

Program: Mad Science (Vendor: Mad Science of Salt Lake)

Date/Time: Thursday, July 2, 2026 at 6:30 pm

Program: Asteroid Assassin (Library program)

Date/Time: Thursday, July 9, 2026 at 7:00 pm

Program: Block Party (Library program)

Date/Time: Thursday, July 16, 2026 at 7:00 pm

Program: Flying High (Vendor: Erik Johanson, pilot)

Date/Time: Thursday, July 23, 2026 at 7:00 pm

Davis County will maintain general liability insurance appropriate and adequate for performances. Davis County Library may use the name and logo of the BDAC in any publicity or publication relating to the program. Davis County Library agrees to advertise programs consistent with the level of publicity normally expended for its summer reading programs.

All program performances presented in the Davis County Libraries are open to the public and will be presented without charge or pre-registration.

The persons signing this Memorandum of Understanding on behalf of their respective organizations acknowledge that they have carefully read this document and have the authority from their respective organization to sign this document.



Bountiful Davis Arts Center

Davis County Libraries



Name Josh Johnson Name

5/21/26

Sarina Ehrgott, Executive Director

Title _____ Title

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:	Val Gunther	Provider Phone Number:	435-225-6423
Contact Person:	Val Gunther	Contact Email Address:	val@geo-tools.com
Provider Address:	71 N 200 W, Brigham City, UT 84302	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 50-minute program about fossils. Provider will bring fossils for attendees to view and touch, a video of an excavation, and time for a Q&A session. Provider will also bring fossils for attendees to take at an agreed on rate of \$.50 each. Provider will invoice County for fossils after the last program for payment. County will provide space for attendees and tech set up for showing the video. Programs will be on the following dates and at the following locations:

Program:	Fantastic Fossils
Date and Time:	Monday, June 22, 2026 at 3:00 - 4:00 pm
Location:	Layton Branch Library, 155 N Wasatch Dr, Layton, 801-451-1820
Date and Time:	Monday, June 22, 2026 at 6:30 - 7:30 pm
Location:	Clearfield Branch Library, 1 North Main St, Clearfield, 801-451-1840
Date and Time:	Thursday, July 9, 2026 at 3:00 - 4:00 pm
Location:	Kaysville Branch Library, 215 N Fairfield Rd, Kaysville, 801-451-1800
Date and Time:	Thursday, July 9, 2026 at 6:30 - 7:30 pm
Location:	Syracuse Branch Library, 1875 S 2000 W, Syracuse, 801-451-1850
Date and Time:	Monday, July 13, 2026 at 3:00 - 4:00 pm
Location:	Temporary Bountiful Location, 95 N Main St, Bountiful, 801-451-1760
Date and Time:	Monday, July 13, 2026 at 6:30 - 7:30 pm
Location:	Headquarters Library, 133 S Main St, Farmington, 801-451-3030

- A. 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 programs at the scheduled times noted above.
- B. Service Provider agrees to present at an alternate location requested by the County if any of the above locations are unavailable, provided that: the County notifies the Service Provider no less than 5 business days prior to the event and the new location does not unreasonably increase travel time for the Service Provider.

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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 July 13, 2026 upon completion of 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

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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:
Val Gunther
71 N 200 W
Brigham City, UT 84302
val@geo-tools.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

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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: <u>[Signature]</u> Director, Davis County Library Date: <u>5/18/2026</u>	SERVICE PROVIDER By: <u>[Signature]</u> Print Name: <u>Val Gunther</u> Its: _____ Date: <u>15 May 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:	Evan Call	Provider Phone Number:	801-231-6499
Contact Person:	Evan Call	Contact Email Address:	ecall@weber.edu & evancall@mac.com (please use both)
Provider Address:	1851 Oakmont Dr., Bountiful, UT 84010	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.

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 4 approximately 20-minute programs about microbiology and bacteria including looking at bacteria, sealed petri dishes, and a fun game. County will provide craft supplies to create bacteria models and space for the program. Provider will supply all needed materials for the presentation. Programs will take place on the following dates and at the following locations:

Program: Under the Microscope

Date/Time: Thursday, June 25, 2026 at 3:00 - 4:00 pm

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

Date/Time: Tuesday, June 30, 2026 at 3:00 - 4:00 pm

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

Date/Time: Monday, July 20, 2026 at 3:00 - 4:00 pm

Location: Temporary Bountiful Location, 95 N Main St, Bountiful, 801-451-1760

Date/Time: Tuesday, July 21, 2026 at 6:30 - 7:30 pm

Location: Kaysville Branch, 215 N Fairfield Rd, Kaysville, 801-451-1800

- A. 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 programs at the scheduled times noted above.
 - B. Service Provider agrees to present at an alternate location requested by the County if any of the above locations are unavailable, provided that: the County notifies the Service Provider no less than 5 business days prior to the event and the new location does not unreasonably increase travel time for the Service Provider.
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.

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- 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 July 21, 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:
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If to Service Provider:

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

Evan Call
1851 Oakmont Dr
Bountiful, UT 84010
ecall@weber.edu, evancall@mac.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

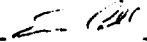
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prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Contract that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.

16. **Counterparts; Digital Signatures, and Electronically Transmitted Signatures.** If the parties sign this Contract in counterparts, then each signed counterpart will be deemed an original and all signed counterparts together will constitute one contract. If one or more of the parties digitally sign this Contract or if one or more of the parties electronically transmit this Contract with signatures by facsimile or email, then such signatures will have the same force and effect as original signatures.

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

DAVIS COUNTY By:  Director, Davis County Library Date: <u>5/7/26</u>	SERVICE PROVIDER By:  Print Name: <u>Evan Call</u> Its: <u>Individual</u> Date: <u>06 May 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:	Mad Science of Greater Salt Lake	Provider Phone Number:	801-916-5832
Contact Person:	Laurie Larsen	Contact Email Address:	laurie@madsciencegslc.com
Provider Address:	1277 Sunrise Lane, Farmington, UT 84025	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 50-minute program about what is beneath us in the earth using the science of geology, paleontology, and archaeology. Provider will bring all supplies for demonstrations. County will provide adequate space for attendees to view demos safely. Programs will be on the following dates and at the following locations:

Program:	Mad Science
Date and Time:	Monday, June 29, 2026 at 3:00 - 4:00 pm
Location:	Layton Branch Library, 155 N Wasatch Dr, Layton, 801-451-1820
Date and Time:	Monday, June 29, 2026 at 6:30 - 7:30 pm
Location:	Clearfield Branch Library, 1 North Main St, Clearfield, 801-451-1840
Date and Time:	Tuesday, June 30, 2026 at 3:00 - 4:00 pm
Location:	Syracuse Branch Library, 1875 S 2000 W, Syracuse, 801-451-1850
Date and Time:	Tuesday, June 30, 2026 at 6:30 - 7:30 pm
Location:	Kaysville Branch Library, 215 N Fairfield Rd, Kaysville, 801-451-1800
Date and Time:	Wednesday, July 1, 2026 at 3:00 - 4:00 pm
Location:	Headquarters Library, 133 S Main St, Farmington, 801-451-3030
Date and Time:	Wednesday, July 1, 2026 at 6:30 - 7:30 pm
Location:	Centerville Branch Library, 45 S 400 W, Centerville, 801-451-1775
Date and Time:	Thursday, July 2, 2026 at 6:30 - 7:30 pm
Location:	Bountiful Davis Arts Center, 90 N Main St, Bountiful, 801-451-1760

- A. 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 programs at the scheduled times noted above.
- B. Service Provider agrees to present at an alternate location requested by the County if any of the above locations are unavailable, provided that: the County notifies the Service Provider no less than 5

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business days prior to the event and the new location does not unreasonably increase travel time for the Service Provider.

2. Compensation.

- A. County shall pay Service Provider a sum not to exceed \$1225.00 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 July 2, 2026 upon completion of 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.

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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:
Mad Science of Greater Salt Lake
Attn: Laurie Larsen
1277 Sunrise Lane
Farmington, UT 84025
laurie@madsciencegslc.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

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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: <u></u> Director, Davis County Library Date: <u>5/4/26</u>	SERVICE PROVIDER By: <u></u> Print Name: <u>Laurie N. Larsen</u> Its: <u>Owner</u> Date: <u>May 4, 2026</u>
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BUSINESS

MSA ID: UT-182682-WKann

CO ID: UT-182682-WKann-30767985

Account Name: Davis County

CUSTOMER INFORMATION (for MSA)

Primary Contact: Mike Pace
 Title: Deputy Director, Information Systems
 Address 1: 91 South Main Street
 Address 2: _____
 City: Farmington
 State: UT
 Zip: 84025
 Phone: (801)451-3437
 Cell: _____
 Fax: _____
 Email: mikep@daviscountyutah.gov

Billing Account Name: Davis County
 Billing Name: _____
 Billing Contact: Mike Pace
 Title: Deputy Director, Information Systems
 Phone: (801)451-3437
 Cell: _____
 Fax: _____
 Email: mikep@daviscountyutah.gov

Address 1: 91 South Main Street
 Address 2: _____
 City: Farmington
 State: UT
 Zip Code: 84025
 Tax Exempt: _____
 *If Yes, please provide and attach all applicable exemption certificates

SUMMARY OF CHARGES (Detail on follow up pages)

Service Term (Months): 12

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges:	\$0.00
Current Trunk Services Monthly Recurring Charges:	\$0.00
Total Current Monthly Recurring Charges (all Services):	\$0.00
 Change Monthly Recurring Charges:	 \$379.50
Change Trunk Services Monthly Recurring Charges:	\$0.00
Change Monthly Recurring Charges (all Services):	\$379.50
 Total Monthly Recurring Charges:	 \$379.50
Total Trunk Services Monthly Recurring Charges:	\$0.00
Total Monthly Recurring Charges (all Services):	\$379.50

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees:	\$0.00
Total Trunk Services Standard Installation Fees:	\$0.00
Total Standard Installation Fees (all Services):	\$0.00

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fees:	\$0.00
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SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	\$0.00
 Change Services Equipment Fee Monthly Recurring Charges:	 \$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	\$0.00
 Total Service Equipment Fee Monthly Recurring Charges:	 \$0.00
Total Trunk Service Equipment Fee Monthly Recurring Charges:	\$0.00
Total Equipment Fee Monthly Recurring Charges (All Services):	\$0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and reconnections (wherever designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in charges to the Customer and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

This Sales Order Form No. UT-182682-WKann-30767985 is made a part of that certain State of Utah Cooperative Contract No. M44967 between State of Utah and Comcast Cable Communications Management, LLC. As amended by the State of Utah and Comcast (as so amended, the "Agreement") and is subject to terms of such Agreement. In the event of a clear conflict between the Comcast Terms and Conditions and the State of Utah procurement laws, the State of Utah procurement laws shall take precedence.

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to service provided by such carrier(s).

COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:

Your Comcast Business Voice Services set forth in this Sales Order (the "Voice Services") have the following 911 limitations:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Customer must provide and maintain the correct service address information ("Registered Service Location") for each telephone number and extension used by Customer. The Registered Service Location should also include information such as floor and office number as appropriate.
- If the Voice Services are moved to, or used in, a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, enter the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to alert sufficient time for a Registered Service Location change to be processed, may increase these risks.
- Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct location, and for updating the telephone system as necessary to reflect moves or additions of stations.
- Customer 911 calls may be sent to an emergency call center where an agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.
- The Voice Services use electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.
- Calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment and/or power failure, a broadband connection failure, or another technical problem.
- Failure by Customer to make updates to the Registered Service Location, including updates to restore service address to the original Registered Service Location, or failure to alert sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.
- Customers should call Comcast at 800-741-1411 if they have any questions or need to update the Registered Service Location in the 911 system.

BY SIGNED BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICES.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

Signature: <u>John Johnson</u>	Signature: <u>Robert Patterson</u> BASENAMEB344BA	Signature: <u>Robert O'Malley</u>
Name: <u>Josh Johnson</u>	Name: <u>Robert Patterson</u>	Signature: <u>Robert O'Malley</u>
Title: <u>Library Director</u>	Title: <u>VP of Business Services</u>	Signature: <u>Robert O'Malley</u>
Date: <u>6/29/20</u>	Date: <u>#2026-0706</u>	Signature: <u>Robert O'Malley</u>

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: Deals County Date: 02/28/2020

MSA ID#: UT-182602-WF SO ID#: UT-182602-WF-000-3676655

Short Description of Service: SQL - SQLPG - 100MB - 12 month term

Service Term: 12 MONTHS

Line	Request	Adm	Service(s)	Description	Service Location A	Service Location 2	Year	Unit	Monthly	One-Time
001	New	Add	Enterprise Network Interface - SQL (SQLPG)	Port	Deals County Admin / 61 S MAIN S	Temp Library / 600 N REDWOOD RD	Interstate	1	\$107.25	\$0.00
002	New	Add	Enterprise Network Interface - SQL (SQLPG)	Port	Deals County Admin / 61 S MAIN S	Temp Library / 600 N REDWOOD RD	Interstate	1	\$107.25	\$0.00
003	New	Add	SQL - Basic Network (Basic SQLPG)	100 Mbps	Deals County Admin / 61 S MAIN S	Temp Library / 600 N REDWOOD RD	Interstate	1	\$0.00	\$0.00
004	-	-	-	-	-	-	-	-	\$0.00	\$0.00
005	-	-	-	-	-	-	-	-	\$0.00	\$0.00
006	-	-	-	-	-	-	-	-	\$0.00	\$0.00
007	-	-	-	-	-	-	-	-	\$0.00	\$0.00
008	-	-	-	-	-	-	-	-	\$0.00	\$0.00
009	-	-	-	-	-	-	-	-	\$0.00	\$0.00
010	-	-	-	-	-	-	-	-	\$0.00	\$0.00
011	-	-	-	-	-	-	-	-	\$0.00	\$0.00
012	-	-	-	-	-	-	-	-	\$0.00	\$0.00
013	-	-	-	-	-	-	-	-	\$0.00	\$0.00
014	-	-	-	-	-	-	-	-	\$0.00	\$0.00
015	-	-	-	-	-	-	-	-	\$0.00	\$0.00
016	-	-	-	-	-	-	-	-	\$0.00	\$0.00
017	-	-	-	-	-	-	-	-	\$0.00	\$0.00
018	-	-	-	-	-	-	-	-	\$0.00	\$0.00
019	-	-	-	-	-	-	-	-	\$0.00	\$0.00
020	-	-	-	-	-	-	-	-	\$0.00	\$0.00
021	-	-	-	-	-	-	-	-	\$0.00	\$0.00
022	-	-	-	-	-	-	-	-	\$0.00	\$0.00
023	-	-	-	-	-	-	-	-	\$0.00	\$0.00
024	-	-	-	-	-	-	-	-	\$0.00	\$0.00
025	-	-	-	-	-	-	-	-	\$0.00	\$0.00
026	-	-	-	-	-	-	-	-	\$0.00	\$0.00
027	-	-	-	-	-	-	-	-	\$0.00	\$0.00
028	-	-	-	-	-	-	-	-	\$0.00	\$0.00
029	-	-	-	-	-	-	-	-	\$0.00	\$0.00
030	-	-	-	-	-	-	-	-	\$0.00	\$0.00
031	-	-	-	-	-	-	-	-	\$0.00	\$0.00
032	-	-	-	-	-	-	-	-	\$0.00	\$0.00
033	-	-	-	-	-	-	-	-	\$0.00	\$0.00
034	-	-	-	-	-	-	-	-	\$0.00	\$0.00
035	-	-	-	-	-	-	-	-	\$0.00	\$0.00
036	-	-	-	-	-	-	-	-	\$0.00	\$0.00
037	-	-	-	-	-	-	-	-	\$0.00	\$0.00
038	-	-	-	-	-	-	-	-	\$0.00	\$0.00
039	-	-	-	-	-	-	-	-	\$0.00	\$0.00
040	-	-	-	-	-	-	-	-	\$0.00	\$0.00
041	-	-	-	-	-	-	-	-	\$0.00	\$0.00
042	-	-	-	-	-	-	-	-	\$0.00	\$0.00
043	-	-	-	-	-	-	-	-	\$0.00	\$0.00
044	-	-	-	-	-	-	-	-	\$0.00	\$0.00
045	-	-	-	-	-	-	-	-	\$0.00	\$0.00
046	-	-	-	-	-	-	-	-	\$0.00	\$0.00
047	-	-	-	-	-	-	-	-	\$0.00	\$0.00
048	-	-	-	-	-	-	-	-	\$0.00	\$0.00
049	-	-	-	-	-	-	-	-	\$0.00	\$0.00
050	-	-	-	-	-	-	-	-	\$0.00	\$0.00
PAGE 2 of 3									\$379.50	\$0.00

* Between Location 1 & Location 2

PAGE 2 SUBTOTAL: \$379.50

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COMCAST
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM
SERVICE LOCATION DETAIL INFORMATION

Account Name Davis County

840 896 UT-126432-WFcom-3079561

Date: 03/20/2018 MSA ID# UT-126432-WFcom

PAGE 1.3.613

Line	Location Name/Zip ID	Address 1	Address 2	City	State	Zip Code	Incremental Bandwidth / ms	Technical Lead Contact Name	Technical Lead Contact Phone #	Technical Lead Contact Email	Technical Contact On Site (Y/N/NA)
1	South County Action Temp Library	11 S. 1440 E 180 N. NEWWOOD RD	BLOS 8 UNIT 0	KAUNOPOLO NORTH VALLEY	UT UT	84025 84054	1000 5000				
2											
3											
4											
5											
6											
7											
8											
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10											
11											
12											
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DAVIS COUNTY LIBRARY PROGRAM CONTRACT

This contract ("Contract") is between Davis County, through the Davis County Library (the "County" or "Library"), and the following person or entity (the "Service Provider"):

Presenter: Contact: Address:	HAFB Museum Jessica Flinn 7691 Cottonwood St, Bldg. 1955, HAFB, UT 84056	Phone:	801-775-3497
		Email:	education@aerospaceutah.org
		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 6 approximately 45-minute programs about the principals of flight and an activity with paper airplanes. Service Provider will bring any needed supplies for the program. County will provide space for participants. Service Provider agrees to present the programs on the following dates and at the following locations:

Program: Forces of Flight

Date/Time: Monday, July 6, 2026 at 3:00 - 4:00 pm

Location: Temporary Bountiful Location, 95 N Main St, Bountiful, 801-451-1760

Date/Time: Wednesday, July 8, 2026 at 3:00 - 4:00 pm

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

Date/Time: Thursday, July 9, 2026 at 3:00 - 4:00 pm

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

Date/Time: Monday, July 20, 2026 at 3:00 - 4:00 pm

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

Date/Time: Tuesday, July 21, 2026 at 3:00 - 4:00 pm

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

Date/Time: Thursday, July 23, 2026 at 3:00 - 4:00 pm

Location: Kayeville Branch Library, 215 N Fairfield Rd, Kayeville, 801-451-1800

- A. 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 programs at the scheduled times noted above.
- B. Service Provider agrees to present at an alternate location requested by the County if the above location is unavailable, provided that: the County notifies the Service Provider no less than 5 business days prior to the event and the new location does not unreasonably increase travel time for the Service Provider.

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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

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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>5/8/24</u>	SERVICE PROVIDER By: <u>/s/ Jessica A. Flinn</u> Print Name: <u>Jessica A. Flinn</u> Its: <u>Education Operations Manager</u> Date: <u>05/08/2026</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:	Erik Johanson	Provider Phone Number:	801-425-6559
Contact Person:	Erik Johanson	Contact Email Address:	getupflying@gmail.com
Provider Address:	1073 N 2125 E, Layton, UT 84040	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.

The parties therefore agree as follows:

1. **Scope of Services.** Service Provider agrees to present 3 approximately 50-minute programs about flight, including how planes work, principles of flight, time for questions, and as space allows, an RC plane or drone to demonstrate flying. County will provide space and chairs. Service Provider will bring all other needed supplies for the program. Programs will take place on the following dates and at the following locations:

Program:	Flying High with Erik Johanson
Date and Time:	Tuesday, July 7, 2026 at 6:30 - 7:30 pm
Location:	Layton Branch Library, 155 N Wasatch Dr, Layton, 801-451-1820
Date and Time:	Monday, July 20, 2026 at 6:30 - 7:30 pm
Location:	Clearfield Branch Library, 1 North Main St, Clearfield, 801-451-1840
Date and Time:	Thursday, July 23, 2026 at 6:30 - 7:30 pm
Location:	Temporary Bountiful Location, 95 N Main St, Bountiful, 801-451-1760

- A. 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.
 - B. Service Provider agrees to present at an alternate location requested by the County if the above location is unavailable, provided that: the County notifies the Service Provider no less than 5 business days prior to the event and the new location does not unreasonably increase travel time for the Service Provider.
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.

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- 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 July 23, 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:
Erik Johanson
1073 N 2125 E
Layton, UT 84040
getupflying@gmail.com

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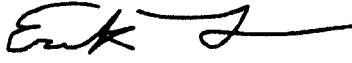
8. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** The Service Provider shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies,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

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counterparts together will constitute one contract. If one or more of the parties digitally sign this Contract or if one or more of the parties electronically transmit this Contract with signatures by facsimile or email, then such signatures will have the same force and effect as original signatures.

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

DAVIS COUNTY By:  Director, Davis County Library Date: <u>5/13/26</u>	SERVICE PROVIDER By:  Print Name: <u>Erik Johanson</u> Its: _____ Date: <u>May 14, 2026</u>
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DAVIS COUNTY STANDARD SERVICE PROVIDER CONTRACT

This Standard Service Provider Contract (this "Contract") is between Davis County, through the Davis County Library (the "County" or "Library"), and the following person or entity (the "Service Provider"):

Service Provider:	Sarah Glad	Provider Phone Number:	801-948-7849
Contact Person:	Sarah Glad	Contact Email Address:	sglad@alcolibrary.org
Provider Address:	8030 S 1825 W, West Jordan, Utah 84088	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 90-minute interactive program about zines, their purpose, and how to make them on the following date and at the following location:

Program: ZineFest
Date and Time: Saturday, July 11, 2026 at 10:30 am to 12:00 pm
Location: Layton Branch Library, 155 N Wasatch Dr, Layton, 801-461-1820

- A. 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.
 - B. Service Provider agrees to present at an alternate location requested by the County if the above location is unavailable, provided that: the County notifies the Service Provider no less than 5 business days prior to the event and the new location does not unreasonably increase travel time for the Service Provider.
2. **Compensation.**
 - A. County shall pay Service Provider a sum not to exceed \$75.00 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.

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- 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 July 11, 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:
Sarah Glad
8030 S 1825 W
West Jordan, UT 84088
sglad@sicolibrary.org

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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 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

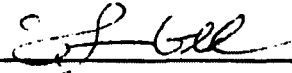
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sentence is void. All sections, subsections, sentences, or parts of a sentence of this Contract that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.

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: <u></u> Director, Davis County Library Date: <u>5/15/26</u>	SERVICE PROVIDER By: <u></u> Print Name: <u>Sarah Glad</u> Its: _____ Date: <u>5/13/26</u>
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DAVIS COUNTY STANDARD SERVICE PROVIDER CONTRACT

Service Provider:	Amanda Luzzader	Provider Phone Number:	435-770-1891
Contact Person:	Amanda (A.M.) Luzzader	Contact Email Address:	amanda5000@gmail.com
Provider Address:	555 S 100 E #26 Smithfield, UT 84335	Type of Service:	Author Event

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

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 an author program 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.

- 1.1 Program:** Meet the Authors: A.M. Luzzader and Frank Cole
Date: Wednesday, September 2, 2026 at 6:30 - 8:00 pm
Location: Headquarters Library, 133 S Main St., Farmington

- 1.2 Service Provider shall present a program about writing, their books, answer questions, and interact with participants during a book signing 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 \$200.00 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 Contract will be the date this Contract is signed by the last party to sign it (as indicated by the date associated with that party's signature). This Contract will terminate on September 2, 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

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

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:
- | | |
|--|--|
| <u>If to County:</u>
Davis County
Attn: Director, Davis County Library System
133 South Main Street
P.O. Box 115
Farmington, UT 84025
jtankersley@co.davis.ut.us | <u>If to Service Provider:</u>
Amanda Luzzader
555 S 100 E #26
Smithfield, UT 84335
amanda5000@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

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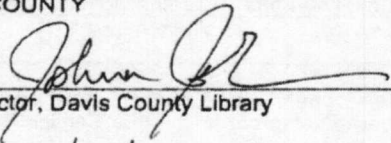
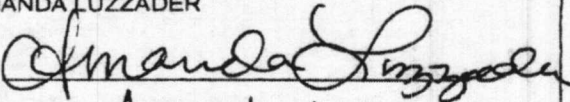
mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Service Provider or the Service Provider's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable 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 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.

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#2026-0706

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

DAVIS COUNTY By: <u></u> Director, Davis County Library Date: <u>4/29/26</u>	AMANDA LUZZADER By: <u></u> Print Name: <u>Amanda Luzzader</u> Its: <u>Owner</u> Date: <u>4/28/26</u>
--	--

DAVIS COUNTY STANDARD SERVICE PROVIDER CONTRACT

Service Provider:	Frank Cole	Provider Phone Number:	801-856-7343
Contact Person:	Frank Cole	Contact Email Address:	frankheid@gmail.com
Provider Address:	254 S 375 W, Providence, UT 84332	Type of Service:	Author Event

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

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 an author program 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.

- 1.1 **Program:** Meet the Authors: A.M. Luzzader and Frank Cole
Date: Wednesday, September 2, 2026 at 6:30 - 8:00 pm
Location: Headquarters Library, 133 S Main St., Farmington

- 1.2 Service Provider shall present a program about writing, their books, answer questions, and interact with participants during a book signing 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 \$200.00 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 Contract will be the date this Contract is signed by the last party to sign it (as indicated by the date associated with that party's signature). This Contract will terminate on September 2, 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
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during the performance will any offensive materials or conduct such as, but not limited to, any vulgar language, obscene gestures, sexual content, or other offensive material be presented. In the event that the performance at any time contains offensive materials or conduct, as determined by the Library Director, the County reserves the right to immediately cancel that performance and any future performance under this Contract. If future performances under this Contract are cancelled because of offensive materials or conduct, payment for those performances will be forfeited by the Service Provider. In addition, County policy prohibits solicitation (including distribution of passes, tickets, or business cards, etc., to the organization you are representing) or selling of goods or services during programs held in the library. 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.

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:
Frank Cole
254 S 375 W
Providence, UT 84332
frankheid@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

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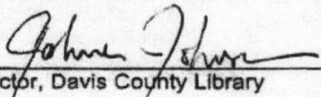
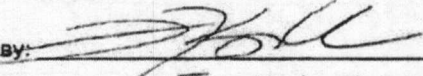
mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Service Provider or the Service Provider's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable 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 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.

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#2026-0706

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

DAVIS COUNTY	FRANK COLE
By: <u></u> Director, Davis County Library	By: <u></u>
Date: <u>7/2/26</u>	Print Name: <u>Frank L Cole</u>
	Its: _____
	Date: <u>06/24/2026</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:	Salt Lake Eastern Art Club	Provider Phone Number:	801-560-3981
Contact Person:	Dr. Wu Xu	Contact Email Address:	wuxu555@gmail.com
Provider Address:	4542 S Holladay Blvd, Holladay, Ut	Type of Service:	Educational, part of the Kaleidoscope Utah Creative Aging Coalition series

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 a program 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 specifically agrees to present a ninety-minute program teaching Chinese calligraphy with two teaching assistants. Presenters will provide all supplies except for table coverings, paper cups, paper towels, and construction paper sufficient for 30 students. The library shall provide these supplies. This program will be offered at the following location on the following date and time:

Program: The Art of Chinese Calligraphy with Dr. Wu Xu, A Kaleidoscope/Utah Creative Aging Workshop

Date and Time: Saturday, September 19, 2026 at 1:00 - 2:30 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 \$160.00 upon the Service Provider's completion of its obligations under this Contract services under this Contract.
- B. The Utah Creative Aging Coalition will pay the presenter \$200.00 upon submission of an invoice and completion of an evaluation of the program from the Service Provider.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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

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by the date associated with that party's signature). This contract will terminate on September 19, 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:

<u>If to County:</u> Davis County Attn: Director, Davis County Library System 133 South Main Street P.O. Box 115 Farmington, UT 84025 jtankersley@co.davis.ut.us	<u>If to Service Provider:</u> Salt Lake Eastern Art Club Attn: Dr. Wu Xu 4542 S Holladay Blvd Holladay, Utah, 84117 wuxu555@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,

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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.
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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.

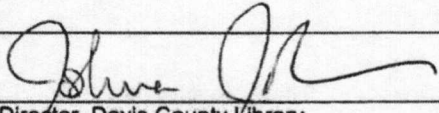
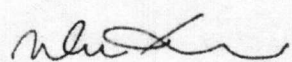
Each party is signing this Contract on the date below the party's signature.

DAVIS COUNTY

Version 06/22/2026

Dr. Wu Xu

#2026-0706

By: <u></u> Director, Davis County Library Date: <u>7/7/26</u>	By: <u></u> Print Name: <u>Wu Xu</u> Its: <u>President</u> Date: <u>7/3/2026</u>
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STATE OF UTAH CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah: **Department of Cultural and Community Engagement, Agency Code: 710, State Library Division,** referred to as **USL** and/or **STATE**, and **Davis County Library System**, referred to as **GRANTEE**

Davis County Library System
133 S Main St
PO Box 115
Farmington, Utah 84015

LEGAL STATUS OF GRANTEE

- () Sole Proprietor
() Non-Profit Corporation
() For-Profit Corporation
() Partnership
(X) Government Agency

Contact Person: Josh Johnson
Phone Number: (801) 451-3050
Email: jjohnson@co.davis.ut.us
Vendor ID # 318081

Commodity Code # 99999

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide Community Library Enhancement Funds (CLEF) for the development of local public library services.
3. **PROCUREMENT:** This contract is entered into as the result of the procurement process on RX# N/A, FY N/A, Bid # N/A, a pre-approved sole source authorization (from the Division of Purchasing) SS# N/A, or other method: Certified Public Library status.
4. **CONTRACT PERIOD:** Effective Date: 07/01/2026 Termination Date: 06/30/2027, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A. **This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by 07/28/2026.**
5. **CONTRACT COSTS:** GRANTEE will be paid a maximum of \$ 31853 for costs authorized by this contract. Prompt Payment Discount (if any): N/A. Additional information regarding costs: N/A.
6. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**
Attachment A - Standard Terms & Conditions for Grants
Attachment B - Scope of Work and Special Provisions
Attachment C - CLEF report requestions
Other Attachments: The following attachments are required documents and are included in the total documentation for Contract, though received at different times during the effective dates of Contract.

CLEF Final Report, including Budget & Timeline Spreadsheet

Any conflicts between Attachment A and the other attachments will be resolved in favor of Attachment A.
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and GRANTEE'S response to Bid # N/A, dated N/A.
8. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is

#2026-0761

a valid and legal agreement binding on the parties and enforceable in accordance with its terms.
Further, that contractor is registered with the Utah Department of Commerce and is in good standing.

The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

GRANTEE



Library Director



Scott Parke (Aug 5, 2026 15:22:00 MDT)
Fiscal Officer

08/05/2026

Date

STATE

Director, State Library Division

N/A - Grant
Director, Division of Purchasing

Director, Division of Finance

Agency Contact for questions during the contract process.

Melanie Boyd
Agency Contact

801.715.6740
Phone Number

801-715-6767 mcwainwright@utah.gov
Fax Number Email

#2026-0761

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GRANTS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **"Contract"** means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.
 - b. **"Contract Signature Page(s)"** means the cover page(s) that the State and Grantee sign.
 - c. **"Grantee"** means the individual or entity which is the recipient of grant money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
 - d. **"Non-Public Information"** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional of information that must be kept non-public under federal and state laws.
 - e. **"State"** means the State of Utah Department, Division, Office, Bureau, Agency, or other state entity identified on the Contract Signature Page(s).
 - f. **"Grant Money"** means money derived from state fees or tax revenues that is owned, held, or administered by the State.
 - g. **"SubGrantees"** means persons or entities under the direct or indirect control or responsibility of the Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom the Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including the Grantee's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **REQUIRED ACCOUNTING:** Grantee agrees that it shall provide to State the following accounting for all Grant Money received by the Grantee, at least annually, and no later than 60 days after all of the Grant Money is spent:
 - a. a written description and an itemized report detailing the expenditure of the Grant Money or the intended expenditure of any Grant Money that has not been spent; and
 - b. a final written itemized report when all the Grant Money is spent.
 - c. **NOTE: If the Grantee is a non-profit corporation,** Grantee shall make annual disclosures pursuant to the requirements of Utah Code § 51-2a-201.5.
5. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee's performance of the Contract terms and milestones, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State Entity staff, and/or a party hired by the State access to all records necessary to account for all Grant Money received by Grantee as a result of this contract and to verify that the Grantee's use of the Grant Money is appropriate and has been properly reported.
6. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made to the State.
7. **INDEPENDENT GRANTEE:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

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8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
9. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) 45 CFR 90 which prohibits discrimination on the basis of age; (iii) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (iv) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
11. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
12. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any SubGrantees. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Grantee acknowledges that within thirty (30) days of contract award, Grantee must submit proof of certificate of insurance that meets the above requirements.
13. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public documents, and may be available for distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that the Grantee's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
- a. Grantee may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
14. **PAYMENT:** The acceptance by Grantee of final payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee. Unless otherwise stated in this Agreement, the State agrees to pay Grantee in two (2) installments. The first installment will cover 90% of the allocation and will be paid upon receipt of a completed Funding Opportunity Application including a Budget and Timeline Spreadsheet. The second installment will cover the remaining 10% of the grant and will be paid upon receipt of the Grantee's final grant evaluation as

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outlined in ATTACHMENT B Scope of Work and ATTACHMENT C Library Information and Spending Impact Report.

15. **LEGISLATIVE APPROPRIATION:** Disbursement of grant funds is subject to legislative appropriation. Ongoing appropriations are subject to legislative changes on a year-to-year basis.
16. **RECOUPMENT OF FUNDS:** If state audit findings determine that any funds expended by the Grantee violate the terms of this Agreement, the Grantee shall provide funds to the State sufficient to meet the State's repayment demand(s). The Grantee assumes responsibility for ensuring compliance of all subgrantees. The Grantee is responsible for the repayment of funds expended by any subgrantees which violates the terms of this Agreement. If the Grantee is unwilling or unable to repay the funds, the repayment request amount will become a past due obligation of the Grantee to the State and may be collected as such.
17. **DISCLOSURE OF OTHER STATE FUNDS:** The Grantee agrees to disclose a comprehensive list of all state funds received, including funds received through direct awards, competitive grants, pass-throughs, partnerships, memorandums of understanding, etc.
18. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon the Grantee's use of the funds set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
19. **PROHIBITED DISCRIMINATORY PRACTICES:** Grantee understands that, under Utah Code 67-27, no portion of this grant may be used to support required training that promotes discriminatory practices as defined in Utah Code 53H-1-503
20. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State
21. **NON-PUBLIC INFORMATION:** If non-public information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-public information strictly confidential; and (iii) not disclose any Non-public information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-public information.

Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State, including anyone for whom the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom the Grantee is liable.

Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-public information to the State or certify, in writing, that the Non-public information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

22. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
23. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** If intellectual property is exchanged in return for the funding set forth in this contract, Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability such limitations of liability will not apply to this section.

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24. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
25. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
26. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
27. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State, after consultation with the Grantee, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State appoints such an expert or panel, State and Grantee agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
28. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
29. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
30. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
31. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
32. **RESERVATION OF IMMUNITIES:** The State does not waive any protection or immunity available to it under any statute, rule, regulation, or constitutional provision. Any conflict between this agreement and any applicable statute, rule, regulation, or constitutional provision shall be resolved in favor of the statute, rule, regulation, or constitutional provision.

(Revision date: 12 July 2024)

#2026-0761

Contract between USL and Davis County Library System CONTRACT

ATTACHMENT B SCOPE OF WORK AND SPECIAL PROVISIONS

This Contract is entered into to provide for the cooperative development of local public library services in accordance with the provisions of Utah Code Ann. §§9-7-201(3), 9-7-205(1)(f) and 9-7-205(2) (LexisNexis 2015).

THEREFORE, the parties agree as follows:

1. **This Agreement must be returned to USL with all required GRANTEE signatures by 07/26/2026. Any exceptions must be arranged in writing via email to pdensley@utah.gov.**
2. The effective dates of Contract shall be from 07/01/2026 through 06/30/2027, unless terminated sooner in accordance with the terms and conditions herein.
3. The amount payable to GRANTEE by USL for the performance of activities outlined in this Agreement shall not exceed \$31853. Awards below \$5,000 will be paid as a reimbursement.
4. This Agreement may be terminated with or without cause by either party with 60 days prior written notice. Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures.
5. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:

USL Contact: Melanie Boyd, mcwainwright@utah.gov, 801.715.6740

GRANTEE Contact: Josh Johnson, jjohnson@co.davis.ut.us, (801) 451-3050

SCOPE OF WORK:

1. In fulfilling its responsibilities hereunder GRANTEE shall:
 - (a) Comply with the standards for elements of public library service as specified in *Standards for Utah Public Libraries* in effect as of January 1, 2023.
 - i. **LOCAL GOVERNMENT SUPPORT:** In order to continue to receive CLEF funds in the future, at least 65% of the library's total operating revenues must come from jurisdictional tax revenues in order for the jurisdiction to be eligible for CLEF. (*Standards for Utah's Public Libraries*, Standard #9)
 - (b) Expend CLEF funds only for the following purposes:
 - 1- **Collection Development** (for example: children's materials, digital media materials, online resources, materials in another language, special new collections, enhanced current collections).
 - 2- **Technology For Public Use** (for example: public access computing, library catalogs, online resources, technology training, Wi-Fi, other technology that can be used by patrons).
 - 3- **Programming** (for example: community outreach programs, any programs sponsored by the library, on or off site).
 - 4- **Retrofitting the Library Building for ADA Compliance** (If you plan to use CLEF monies in this category, you **MUST** contact the grants coordinator before beginning your project.)
 - 5- **Minor capital projects** (for example, updating furniture, carpet, paint, and minor repairs.)
 - (c) CLEF funds shall not be used as a match for Federal LSTA grants and shall not replace local funding.

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- (d) Expend the total CLEF funds shown below in accordance with the provisions of this Contract by June 30, 2027, and complete and submit the COMMUNITY LIBRARY ENHANCEMENT FUND Report to USL by June 15, 2027 unless otherwise agreed. This report should be submitted online and is found at <https://cce.my.salesforce-sites.com/usl/> (The USL grants portal.)
- (e) Gather and report information pertaining to library information and spending and impact (see attachment C)

The CLEF Fund Report for the previous State fiscal year must be submitted to the State Library before funds will be provided under the current Contract. GRANTEE also agrees to make library financial records available for audit or inspection, if requested. For additional information regarding CLEF, please refer to library.utah.gov/clef.

2. **AGREEMENT AMOUNTS and SCHEDULE OF PAYMENT:**

The USL shall pay GRANTEE amount as indicated previously in Attachment B, paragraph 3.

Awards over \$5,000 are payable once the Contract is received by USL with all signatures and is processed accordingly. USL will then return one completed copy of the Contract to the GRANTEE along with the check for 90% of the total payment, as described in Attachment A, paragraph 14. Please note that this process may take several weeks to complete. USL will pay the remaining 10% in accordance with Attachment A, paragraph 14. Awards in amounts less than \$5,000 will be paid as reimbursements upon receipt of Final Report.

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ATTACHMENT C

LIBRARY INFORMATION AND SPENDING IMPACT REPORT

- A. Library Information
 - 1. Library Name
 - 2. Name of the person certifying this information
 - 3. Phone number of the person certifying this information
 - 4. Email address of the person certifying this information
 - 5. Total CLEF award (please report on 100% of the award including the forthcoming 10%)

- B. Spending and Impact
 - 1. CLEF amount spent on collection development?
 - 2. Amount of local funds spent on collection development?
 - 3. List the types of collection development materials purchased.
 - 4. Please provide examples of how these materials have benefited your patrons.
 - 5. CLEF amount spent on technology that directly benefits the public.
 - 6. Amount of local funds spent on technology that directly benefits the public.
 - 7. List the types of equipment purchased that benefit the public.
 - 8. Please provide examples of how this equipment has benefited your patrons.
 - 9. CLEF amount spent on library programs?
 - 10. Amount of local funds spent on library programs.
 - 11. What programs did you provide with CLEF?
 - 12. Please provide examples of how these programs have benefited your patrons.
 - 13. CLEF amount spent on retrofitting the library for ADA compliance?
 - 14. Amount of local funds spent on retrofitting the library for ADA compliance.
 - 15. What retrofit did you complete with CLEF?
 - 16. Please provide examples of how these retrofits have benefited your patrons.
 - 17. CLEF amount spent on minor capital improvements?
 - 18. Amount of local funds spent on minor capital improvements.
 - 19. What minor capital improvements did you provide with CLEF?
 - 20. Please provide examples of how these minor capital improvements have benefited your patrons.
 - 21. Please upload a completed budget spreadsheet for your CLEF spending (template available at library.utah.gov/clef)

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Signature Page

Contracting entity: Utah State Library

Contract No: #2026-761

Contract description: Approval of an Agreement with the Utah State Library for the Community Library Enhancement Funds (CLEF) Grant

DAVIS COUNTY

By:  Date: 08/05/2026
Bob J Stevenson, Chair
Davis County Board of County Commissioners

ATTEST:


Brian McKenzie (Aug 5, 2026 15:07:08 MDT)
Brian McKenzie
Davis County Clerk

#2026-0761

WHEN RECORDED, RETURN TO:
Mountain West Small Business Finance
2595 East 3300 South
Salt Lake City, Utah 84109

**TENANT SUBORDINATION, ATTORNMENMENT AND NON-DISTURBANCE,
and SUBSTITUTION OF LANDLORD AGREEMENT**

THIS SUBORDINATION AGREEMENT (the "Subordination Agreement") is made and executed _____, by and between Mountain West Small Business Finance of 2595 East 3300 South, Salt Lake City, Utah 84109, ("Lender"), BRUESTLE HOLDINGS LLC, a Utah limited liability company ("Lessor") BEAUTIFUL MINDS LEARNING LLC, a Utah limited liability company ("Sublessor") and DAVIS COUNTY, a Body Corporate and Politic of The State of Utah ("Tenant").

RECITALS

A. Tenant has heretofore entered into a written, unrecorded lease agreement with Liberty Hills Academy for the lease of commercial space (the "Lease Agreement").

B. The Lease Agreement relates to and encumbers a portion of that certain real property located at 85 AND 95 N. MAIN ST., Bountiful, UT 84010, Davis County, State of Utah, together with certain improvements now or hereafter located thereon (the "Property"). The Property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

C. On the condition that all of Tenant's rights in the Property and the Lease Agreement (the "Tenant's Rights") be subordinated as provided below, Lender has agreed to make a loan under Section 504 of the Small Business Investment Act of 1958, as amended (the "Loan") to BRUESTLE HOLDINGS LLC, a Utah limited liability company, for the benefit of BEAUTIFUL MINDS LEARNING LLC, a Utah limited liability company, to improve or to purchase the Property.

D. Lessor has acquired fee title to the Property and is successor to Liberty Hills Academy's interest in the Lease Agreement.

E. In connection with the Loan, BRUESTLE HOLDINGS LLC, a Utah limited liability company, and BEAUTIFUL MINDS LEARNING LLC, a Utah limited liability company, have or will be executing a Promissory Note, Deed of Trust, Loan Agreement, and certain other documents required by Lender to evidence and/or secure obligations respecting the Loan (the "Loan Documents").

AGREEMENT

In consideration of Lender's making the Loan to BRUESTLE HOLDINGS LLC, a Utah limited liability company, the mutual covenants and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by Lender and Tenant, the parties hereto do hereby agree as follows:

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1. Subordination to Loan Documents. The Tenant's Rights are hereby made subject, subordinate, inferior, and junior to the Loan Documents and to all sums advanced on the security of the Loan Documents, including all sums advanced or costs incurred in connection with the Loan Documents or the Loan. The Tenant's Rights are hereby subordinated to the Loan Documents the same and as fully as if the Loan Documents had been executed and delivered (and recorded, where applicable) prior to commencement of the Lease Agreement.
2. Incorporation by Reference; Attornment and Non-Disturbance. The terms of the Lease Agreement are incorporated herein by this reference. Lender agrees that Tenant shall not be disturbed in its possession of the Property nor shall its rights under the Lease Agreement be terminated so long as no default as to Tenant exists under the Lease Agreement. Tenant will, upon request of any person or party succeeding to the interest of Lender or upon the request of any person or party succeeding to the interest of Tenant's Lessor, automatically become the tenant of such successor in interest without change in the terms or provisions of the Lease Agreement except that:
 - a. Lender and its successors in interest shall have no liability for or obligation to cure any defaults of Lessor which may have existed prior to the time Lender and its successors in interest becomes Tenant's lessor by reason of Lender's obtaining legal title to the Property by reason of foreclosure or otherwise.
 - b. Tenant shall be obligated to pay rents and other ongoing expenses under the Lease to Lender and its successors in interest without credit for any prepaid rents.
 - c. Lender and its successors in interest shall not be liable to Tenant for payment or credit of any amounts paid by Tenant as a security deposit.
 - d. Tenant shall not be entitled to assert any offsets against rent as to Lender and its successors in interest.
 - e. The Lease Agreement may not be amended or modified without the prior, express approval of Lender or its successors in interest.
 - f. In no event shall Lender or its successors in interest be liable to Tenant for completion of tenant improvements, or liable for breach of any warranty regarding the condition or use of the Property or for any defect related to the condition of the Property or of any improvement thereon.
3. Substitution of Lessor. BRUESTLE HOLDINGS LLC, a Utah limited liability company assigns its interest as successor lessor in the Lease Agreement to BEAUTIFUL MINDS LEARNING LLC, a Utah limited liability company as sublessor. The Lease Agreement shall be treated in all respects as a sublease between BEAUTIFUL MINDS LEARNING LLC, a Utah limited liability company and DAVIS COUNTY, a Body Corporate and Politic of The State of Utah.

#2026-0767

4. No Personal Liability. Notwithstanding any of the other provisions hereof, this Agreement is not intended to create and shall not be deemed to create any personal liability on the part of Tenant for repayment of or otherwise in connection with the Loan and shall not be deemed to create a duty on the part of the Lender to acquire title to the Property and thereby become Tenant's Landlord.
5. Successors. This Agreement is and shall be binding upon and shall inure to the benefit of Tenant, Lender and their respective successors and assigns.

EXECUTED as of the day and year first above written.

MOUNTAIN WEST SMALL BUSINESS FINANCE

By: _____
Blake L. Beck, Vice President

DAVIS COUNTY, a Body Corporate and Politic of The State of Utah

By: _____

Attest: _____
Brian McKenzie, Davis County Clerk

BEAUTIFUL MINDS LEARNING LLC, a Utah limited liability company

By: _____
Kristen Bruestle, Member

BRUESTLE HOLDINGS LLC, a Utah limited liability company

By: _____
Jace Bruestle, Member

#2026-0767

STATE OF UTAH)
)
COUNTY OF Utah)
:ss.

The foregoing instrument was acknowledged before me this _____, 2026 by Blake L. Beck, Vice President, Mountain West Small Business Finance.

NOTARY PUBLIC

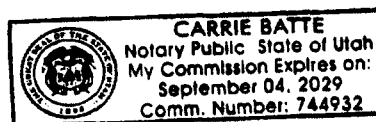
STATE OF)
)
COUNTY OF Davis)
:ss.

The foregoing instrument was acknowledged before me this 8/4/26, by Bob Sterensson (name), Commissioner, DAVIS COUNTY, a Body Corporate and Politic of The State of Utah.

Carrie Batte

NOTARY PUBLIC

STATE OF UTAH)
)
COUNTY OF Davis)
:ss.



The foregoing instrument was acknowledged before me this _____, 2026 by Kristen Bruestle, Member, BEAUTIFUL MINDS LEARNING LLC, a Utah limited liability company.

NOTARY PUBLIC

#2026-0767



STATE OF UTAH)
 :ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this
_____, 2026 by Jace Bruestle, Member, BRUESTLE
HOLDINGS LLC, a Utah limited liability company.

NOTARY PUBLIC



#2026-0767



Library Board
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Library
Presenter: Joshua Johnson, Director
Agenda Item: Ratification of Annual Certification of Children's Internet Protection Act (CIPA)
Compliance to the Federal Communications Commission (FCC) as Part of the eRate
Program

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

Additional Financial Terms: N/A

Attachments:

1. 2026-0708

2026-708

Submitted by: Jennifer Tankersley, Confidential Admin Ast. Library
Requested meeting date: 8/13/2026

FCC Form 479		OMB Control No. 3060-0853 Estimated time per response: 1 hour
DO NOT SEND THIS FORM TO THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY OR TO THE FEDERAL COMMUNICATIONS COMMISSION Schools and Libraries Universal Service Certification by Administrative Authority to Billed Entity of Compliance with the Children's Internet Protection Act Please read instructions before completing. (To be completed by the Administrative Authority and provided to your Billed Entity)		
Administrative Authority's Form Identifier: <u>142795</u> Create your own code to identify THIS FCC Form 479.		
Block 1: Administrative Authority Information		
1. Name of Administrative Authority DAVIS COUNTY LIBRARY SYSTEM	2. Funding Year FY2026	
3. Mailing Address and Contact Information for Administrative Authority Street Address, P. O. Box or Route Number PO Box 115, Farmington 84025		
City Farmington	State UTAH	Zip Code 84025
Name of Contact Person Josh Johnson		
Telephone Number 801-451-3050	Fax Number	Email Address jjohnson@co.davis.ut.us
Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.		
Block 2: Certifications and Signature		
4. I am the Administrative Authority for one or more schools or libraries for which Universal Service Support Mechanism discounts have been requested or approved for eligible services. The Administrative Authority must make the required certification(s) for the purposes of the Children's Internet Protection Act (CIPA) in order to receive discounted services.		
5. I recognize that I may be audited pursuant to this form and will retain for at least ten years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the funding request any and all records that I rely upon to complete this form.		

#2026-0708

Name of Administrative Authority <u>DAVIS COUNTY LIBRARY SYSTEM</u>	
Administrative Authority's Form Identifier <u>142795</u>	
Contact Person <u>Josh Johnson</u>	
Telephone Number <u>801-451-3050</u>	
Block 2: Certifications and Signature (Continued)	
6. I certify that as of the date of the start of discounted services: a ☒ the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments has (have) complied with the requirements of the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l). b ☐ pursuant to the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments: (FOR SCHOOLS and FOR LIBRARIES IN THE FIRST FUNDING YEAR FOR PURPOSES OF CIPA) is (are) undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA for the next funding year, but has (have) not completed all requirements of CIPA for this funding year. (FOR FUNDING YEAR 2003 ONLY: FOR LIBRARIES IN THE SECOND OR THIRD FUNDING YEAR FOR PURPOSES OF CIPA) is (are) in compliance with the requirements of CIPA under 47 U.S.C. § 254(l) and undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA under 47 U.S.C. § 254(h) for the next funding year. c ☐ the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), does not apply because the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments is (are) receiving discount services only for telecommunications services. CIPA Waiver. Check the box below if you are requesting a waiver of CIPA requirements for the Second Funding Year after the recipients of service under your administrative authority have applied for discounts: d ☐ I am providing notification that, as of the date of the start of discounted services, I am unable to make the certifications required by the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), because my state or local procurement rules or regulations or competitive bidding requirements prevent the making of the certification(s) otherwise required. I certify that the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments will be brought into compliance with the CIPA requirements before the start of the Third Funding Year in which they apply for discounts. (CIPA WAIVER FOR LIBRARIES FOR FUNDING YEAR 2004. Check the box above if you are requesting this waiver of CIPA requirements for Funding Year 2004 for the library(ies) under your administrative authority that has (have) applied for discounts for Funding Year 2004. By checking this box, you are certifying that the library(ies) represented in the Funding Request Number(s) on this FCC Form 479 will be brought into compliance with the CIPA requirements before the start of the Funding Year 2005.) The certification language above is not intended to fully set forth or explain all the requirements of the statute.	
7. Signature of authorized person <u><i>Josh Johnson</i></u>	8. Date <u>6/18/2026</u>
9. Printed name of authorized person <u>Josh Johnson</u>	
10. Title or position of authorized person <u>Library Director</u>	
11. Telephone number of authorized person <u>801-451-3050</u>	

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to be 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PER, Paperwork Reduction Act Project (3060-0853), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0853.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

A paper copy of this form, with a signature in Block 2, Item 7, must be mailed or delivered to your Billed Entity.

Signature Page

Agenda Item Number: 2026-0708

**Contract Subject: Approval of Annual Certification of Children's Internet Protection Act (CIPA)
Compliance to the Federal Communications Commission (FCC) as Part of the eRate Program**

DAVIS COUNTY


By: Bob Stevenson (Jul 29, 2026 09:20:17 MDT) Date: 07/29/2026
Bob J Stevenson, Chair
Board of Davis County Commissioners

ATTEST:


Brian McKenzie (Jul 29, 2026 12:00:32 MDT)
Brian McKenzie
Davis County Clerk

#2026-0708