



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 14, 2025.

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Davis County Library Director, at 801-451-3050, prior to the meeting. Agenda items may not be discussed in order.

Pursuant to UCA 52-4-207, electronic and telephone participation is available to this body's members and invited guests; the general public is invited to attend at the anchor location indicated at the top of the agenda.

WELCOME

PUBLIC COMMENTS

3 minute maximum

ACTION ITEMS

1. **#2025-683. Approval of Minutes from June 12th and June 23rd, 2025** - *presented by Joshua Johnson, Director, Library*
2. **#2025-684. Ratification of Expenditures - May 2025 & June 2025** - *presented by Joshua Johnson, Director, Library*
3. **#2025-855. Ratification of Library Quarterly Donations for April–June 2025** - *presented by Joshua Johnson, Director, Library*

Financial Information:

- Type: Receivable
- Amount: \$1,783.50

Terms:

- Beginning Date: 04/01/2025
- Ending Date: 06/30/2025

4. **#2025-856. Ratification of a Summary of Library Low Dollar Contracts** - *presented by Joshua Johnson, Director, Library*

Financial Information:

- Type: Payable
- Amount: \$4,445.00

Terms:

- Beginning Date: 06/01/2025
- Ending Date: 09/10/2025

5. **#2025-682. Ratification of Addendum to Contract 2021-455 with Innovative Interfaces, Inc for Vega Interact SMS** - *presented by Matt Goff, Deputy Director, Library*

INFORMATION & DISCUSSION ITEMS

6. **#2025-941. Programming Update** - presented by *Kim Valeika, Programming and Outreach Manager, Library*
7. **#2025-942. Staff Participation in Professional Conferences Update** - presented by *Joshua Johnson, Director, Library*
8. **#2025-932. South End Construction Update** - presented by *Joshua Johnson, Director, Library*

ADJOURNMENT

LIBRARY BOARD MINUTES

Library Board Meeting Minutes Thursday, September 11, 2025

The Davis County Library Board met for their regularly scheduled meeting at 1:00 PM on September 11, 2025, at the Library Headquarters Staff Conference Room.

PRESENT

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

GUESTS

Lynnette Mills, Deputy Director
Matt Goff, Deputy Director
Ellen Peterson, Deputy Director
Jenny Tankersley, Library
Brooke Freebairn, Bountiful City

WELCOME

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

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

ACTION ITEMS

1. **#2025-982. Approval of Minutes - August 14th, 2025** - presented by Joshua Johnson, Director, Library

The minutes from August 14th, 2025 were presented for review.

Commissioner Kamalu moved to approve the minutes from August 14th, 2025. Justin Wright seconded the motion. The motion was unanimously carried.

2. **#2025-984. Ratification of Expenditures - July 2025** - presented by Joshua Johnson, Director, Library

The July 2025 expenditures were presented for review. Jessica Groves asked why there was a large jump in payroll in July compared to the previous two months. Josh told the Board that he would ask HR and report back to the Board. It was mentioned that it could be due to having three pay periods during July.

Sara Reed arrived.

Rosalie Taylor asked if the property taxes received were still at 7%. Josh explained that property taxes aren't due until the end of the year.

Jessica Groves asked about an encumbrance on the Software Maintenance line that had not been spent down. Josh told the Board that he would check with the Controller's office and verify what was happening with the encumbrance.

Ryan Nilsen asked if the library tries stay in budget with each budget line. Josh explained that the library does, however the Controller is more concerned with staying in budget in the overall Operations budget.

Jessica Groves moved to ratify the July 2025 expenditures. Justin Wright seconded the motion. The motion was unanimously carried.

3. **#2025-967. Ratification of a contract with the Utah State Library for the annual Library Lender Support**

Grant - presented by Joshua Johnson, Director, Library

Josh explained that this grant is a pass-through grant that originates from the Institute of Museums and Library Services(IMLS) for interlibrary loans. He told the Board this is likely one of the last grants of this kind that we will be seeing, since the IMLS is planning to close. The funds for this grant are for in-state interlibrary loan costs incurred by the library. This includes software and postage.

Ryan Nilsen asked if the Library will decrease spending as we lose funding. Josh replied that the Library will either need to decrease spending or find other sources of funding.

Rosalie Taylor moved to ratify the Library Lender Support Grant. Sara Reed seconded the motion. The motion was unanimously carried.

4. #2025-993. Approval of proposed Library closures - presented by Joshua Johnson, Director, Library

- Early closure December 24th, 2025 at 2:00 pm
- Closure December 25th & 26th, 2025 to match Davis County
- Early closure December 31st, 2025 at 5:00 pm
- Closure January 1st, 2026 to match Davis County

Josh presented the proposed Library closures for the remainder of 2025:

- Early closure December 24th, 2025 at 2:00 pm
- Closure December 25th & 26th, 2025 to match Davis County
- Early closure December 31st, 2025 at 5:00 pm
- Closure January 1st, 2026 to match Davis County

Commissioner Kamalu moved to approve the proposed closures. Sara Reed seconded the motion. The motion was unanimously carried.

INFORMATION & DISCUSSION ITEMS

5. #2025-979. 2024 Annual Report - presented by Joshua Johnson, Director, Library

Josh shared the 2024 Annual Report with the Board. He let them know that the library is legally required to present a report to the State Library and the County Commissioners. Josh thanked Matt Goff and Cindi Julander for their work on the report.

Ryan Nilsen made an observation that physical items have decreased. Ellen mentioned that the library has recently conducted heavy weeding of outdated materials. Josh told the Board that the Bountiful collection is being weeded before closure, but will be built up again before reopening.

6. #2025-1009. South End Construction - Update - presented by Joshua Johnson, Director, Library

Josh gave the Board a brief update on the south end construction. The team is currently reviewing the contractor RFPs. Once a contractor is selected, meetings will begin in earnest that will include members of the Board and the public.

Josh told the Board that the library is actively touring temporary location options. The cost of the off-site locations will be around \$200,000 per year. The Bountiful branch will be closed for 18–24 months. Rosalie Taylor asked if there would be two temporary locations. Josh said that was a possibility.

Commissioner Kamalu asked when the library anticipates groundbreaking. Josh replied that the library is working towards a first quarter 2026 closure of the Bountiful branch and opening of the temporary locations.

PUBLIC COMMENTS

Brooke Freebairn of Bountiful addressed the Board. She told the Board that she is impressed with Weber

County Library's no-limit checkout policy and asked why Davis County's Library's policy has a cap of 45 items which includes digital items. She mentioned that the limit can be overridden by staff, but will mess with the digital checkout on the cards when the limit has been overridden. She said the limit makes it hard for heavy library users. It requires her to carry multiple cards for her family members, most of which are usually at their limit. She then has to wait for items to be checked in before checking out more items.

Josh said the policy is a holdover from another era, but it also limits the risk to the patrons. Lynnette mentioned that Weber County has strict fines and late fees with no grace period, whereas Davis County does not have late fees.

Ryan Nilsen said it would be interesting to see how many patrons are at or near the current limit.

Josh told the Board that the library will look into the options of raising the checkout limit and bring the findings back to the Board.

ADJOURNMENT

The Board adjourned at 1:47

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 05

ACCOUNTS FOR: 23	LIBRARY SERVICES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2310580 LIBRARY								
2310580	410000	CURRENT PROPERTY TA	-9,135,541	-9,135,541	-272,273.28	-109,360.40	.00	-8,863,267.72 3.0%*
2310580	411000	REGISTERED PERSONAL	-681,540	-681,540	-224,211.52	-43,785.77	.00	-457,328.51 32.9%*
2310580	420000	PRIOR YEARS TAXES	-100,259	-100,259	-86,557.40	-10,315.58	.00	-13,701.60 86.3%*
2310580	420001	PENALTY/INTEREST	0	0	-19,827.38	-1,024.60	.00	19,827.38 100.0%
2310580	422101	A&C PENALTY/INTERES	-55,956	-55,956	.00	.00	.00	-55,956.00 .0%*
2310580	452050	PROMOTIONAL SALES	0	0	-1,453.47	-527.18	.00	1,453.47 100.0%
2310580	460000	FINES & FORFEITURES	-50,000	-50,000	-35,871.22	-5,612.24	.00	-14,128.78 71.7%*
2310580	472300	STATE REIMBURSEMENT	-45,000	-45,000	-28,368.00	.00	.00	-16,632.00 63.0%*
2310580	472600	FEDERAL GRANTS	-3,000	-3,000	.00	.00	.00	-3,000.00 .0%*
2310580	480000	INTEREST EARNINGS	-114,000	-114,000	-106,575.52	-19,959.81	.00	-7,424.48 93.5%*
2310580	493000	CONTRIBUTION-PRIVAT	0	0	-48.75	-24.80	.00	48.75 100.0%
2310580	495100	SUNDRY REVENUE	-5,000	-5,000	-5,468.44	-434.88	.00	468.44 109.4%
TOTAL UNDEFINED ROLLUP CODE			-10,190,296	-10,190,296	-780,654.98	-191,045.26	.00	-9,409,641.05 7.7%
1P580 LIBRARY PAYROLL								
2310580	510110	PAYROLL	5,018,909	5,018,909	1,679,596.10	347,039.41	.00	3,339,312.97 33.5%
2310580	510111	TRAVEL PAY	16,030	16,030	6,781.94	1,233.08	.00	9,248.10 42.3%
2310580	510115	TAXABLE INCENTIVES	0	0	197.40	.00	.00	-197.40 100.0%*
2310580	510117	OVERTIME	0	0	76.15	16.82	.00	-76.15 100.0%*
2310580	520130	BENEFITS	0	0	357.07	6.44	.00	-357.07 100.0%*
2310580	520131	PAYROLL TAXES	385,468	385,468	139,514.31	26,068.55	.00	245,953.55 36.2%
2310580	520132	WORKERS COMP	9,424	9,424	4,469.45	821.63	.00	4,954.78 47.4%
2310580	520133	INSURANCE	576,658	576,658	221,908.35	19,969.58	.00	354,749.46 38.5%
2310580	520134	RETIREMENT	544,595	544,595	243,622.26	44,633.13	.00	300,972.98 44.7%
2310580	520135	COMMUNICATIONS ALLO	3,420	3,420	1,447.05	263.10	.00	1,973.25 42.3%
TOTAL LIBRARY PAYROLL			6,554,505	6,554,505	2,297,970.08	440,051.74	.00	4,256,534.47 35.1%
20580 LIBRARY OPERATING								
2310580	530225	PROMOTIONAL MATERIA	50,000	50,000	51.42	.00	.00	49,948.58 .1%
2310580	530623	CITIZEN PROGRAMS	53,000	53,000	15,633.10	1,739.03	7,500.00	29,866.90 43.6%
2310580	540210	SUBS & MEMBERSHIPS	4,000	4,000	1,531.00	.00	.00	2,469.00 38.3%
2310580	540220	PUBLIC NOTICES	1,000	1,000	.00	.00	.00	1,000.00 .0%

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 05

ACCOUNTS FOR:			ORIGINAL	REVISED				AVAILABLE	PCT
23	LIBRARY	SERVICES	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
2310580	540250	OPERATING SUPPLIES	45,000	45,000	3,831.91	2,078.47	.00	41,168.09	8.5%
2310580	540271	FOOD BUSINESS	2,500	2,500	.00	.00	.00	2,500.00	.0%
2310580	540272	EMPLOYEE AWARDS	6,000	6,000	193.62	.00	.00	5,806.38	3.2%
2310580	540450	UNIFORMS/LINENS	3,500	3,500	.00	.00	.00	3,500.00	.0%
2310580	540610	MISC SUPPLIES	18,000	18,000	4,731.18	1,092.44	.00	13,268.82	26.3%
2310580	540612	BOOKS AND MATERIALS	1,000,000	1,000,000	417,000.61	52,310.21	18,096.64	564,902.75	43.5%
2310580	540643	COMPUTER EQUIP	76,900	86,900	70,106.73	6,411.90	8,173.04	8,620.23	90.1%
2310580	540666	CONTINGENCY	7,500	7,500	.00	.00	.00	7,500.00	.0%
2310580	540690	EQUIPMENT	25,000	25,000	1,932.55	159.15	.00	23,067.45	7.7%
2310580	540691	SOFTWARE	11,050	11,050	7,860.00	.00	.00	3,190.00	71.1%
2310580	542240	OFFICE SUPPLIES	40,000	40,000	11,332.73	1,206.20	.00	28,667.27	28.3%
2310580	542243	POSTAGE	20,000	20,000	11,821.89	-4,586.15	.00	8,178.11	59.1%
2310580	545536	BANK CHARGES	0	0	482.53	100.10	.00	-482.53	100.0%*
2310580	548230	TRAVEL/EDUC& TRNG	18,000	18,000	11,773.67	5,387.91	.00	6,226.33	65.4%
2310580	548231	MILEAGE/LOCAL TRAVE	4,500	4,500	587.44	63.00	.00	3,912.56	13.1%
2310580	548330	EDUCATION & TRAININ	3,000	3,000	214.08	.00	.00	2,785.92	7.1%
2310580	550620	MISC SERVICES	25,000	25,000	.00	.00	.00	25,000.00	.0%
2310580	555265	SOFTWARE MAINTENANC	128,183	128,183	115,148.50	.00	5,975.87	7,058.63	94.5%
2310580	555266	SOFTWARE SUBSCRIPTI	19,880	19,880	9,235.00	.00	.00	10,645.00	46.5%
2310580	555310	PROF & TECH	37,300	37,300	659.53	220.82	.00	36,640.47	1.8%
2310580	560252	EQUIP REP/CONTRACTS	500	500	.00	.00	.00	500.00	.0%
2310580	560260	BLDG & GRND MAINT	28,000	28,000	697.00	697.00	.00	27,303.00	2.5%
2310580	562280	TELEPHONE	4,000	4,000	478.41	59.05	.00	3,521.59	12.0%
2310580	564253	VEHICLE SERVICE	3,500	3,500	943.81	.00	.00	2,556.19	27.0%
2310580	564258	GASOLINE	0	0	858.39	211.35	.00	-858.39	100.0%*
TOTAL LIBRARY OPERATING			1,635,313	1,645,313	687,105.10	67,150.48	39,745.55	918,462.35	44.2%
3C580 LIBRARY CAPITAL									
2310580	640740	EQUIPMENT	0	-10,000	.00	.00	.00	-10,000.00	.0%*
2310580	640743	COMPUTER EQUIPMENT	44,000	44,000	.00	.00	.00	44,000.00	.0%
TOTAL LIBRARY CAPITAL			44,000	34,000	.00	.00	.00	34,000.00	.0%
4A580 LIBRARY ALLOCATIONS									
2310580	590910	TRANSFER OUT	4,591,600	4,591,600	315,800.00	.00	.00	4,275,800.00	6.9%
2310580	590920	TELEPHONE ALLOCATIO	29,898	29,898	12,457.60	2,491.52	.00	17,440.66	41.7%
2310580	590922	EMAIL ALLOCATION	19,980	19,980	8,325.00	1,665.00	.00	11,655.00	41.7%

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 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	5,561.55	41.7%
2310580	590930 INSURANCE ALLOCATIO	112,753	112,753	46,980.60	9,396.12	.00	65,772.40	41.7%
2310580	590936 WATER ALLOCATION	26,900	26,900	8,811.28	1,253.42	.00	18,088.72	32.8%
2310580	590937 GAS ALLOCATION	31,000	31,000	18,213.33	1,670.89	.00	12,786.67	58.8%
2310580	590938 ELECTRICITY ALLOCAT	130,000	130,000	46,674.57	11,848.45	.00	83,325.43	35.9%
2310580	590939 CONTRACT ALLOCATION	240,050	240,050	92,995.64	18,449.46	104,447.22	42,607.22	82.3%
2310580	590940 MAINTENANCE ALLOCAT	478,180	478,180	199,241.75	39,848.35	.00	278,938.49	41.7%
2310580	590942 HR ADMIN ALLOCATION	225,920	225,920	225,919.62	.00	.00	.00	100.0%
TOTAL LIBRARY ALLOCATIONS		5,895,815	5,895,815	979,391.84	87,417.70	104,447.22	4,811,976.14	18.4%
TOTAL LIBRARY		3,939,337	3,939,337	3,183,812.04	403,574.66	144,192.77	611,331.91	84.5%
TOTAL LIBRARY SERVICES		3,939,337	3,939,337	3,183,812.04	403,574.66	144,192.77	611,331.91	84.5%
TOTAL REVENUES		-10,190,296	-10,190,296	-780,654.98	-191,045.26	.00	-9,409,641.05	
TOTAL EXPENSES		14,129,633	14,129,633	3,964,467.02	594,619.92	144,192.77	10,020,972.96	

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	3,939,337	3,939,337	3,183,812.04	403,574.66	144,192.77	611,331.91	84.5%

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

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 05

ACCOUNTS FOR:			ORIGINAL	REVISED			AVAILABLE	PCT	
48	LIBRARY CAPITAL PROJECTS		APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	BUDGET	USE/COL	
4810950 CAP - LIBRARY									
4810950	480000	INTEREST EARNINGS	-141,000	-141,000	-67,443.91	-13,732.04	.00	47.8%*	
4810950	492100	TRANSFER IN	-3,500,000	-3,500,000	.00	.00	.00	.0%*	
TOTAL UNDEFINED ROLLUP CODE			-3,641,000	-3,641,000	-67,443.91	-13,732.04	.00	1.9%	
20950 CAP - LIBRARY OPERATING									
4810950	560260	BLDG & GRND MAINT	67,000	67,000	1,168.05	.00	22,599.35	43,232.60	35.5%
TOTAL CAP - LIBRARY OPERATING			67,000	67,000	1,168.05	.00	22,599.35	43,232.60	35.5%
3C950 CAP - LIBRARY CAPITAL									
4810950	620720	BLDG IMPROVEMENTS	90,000	292,812	4,008.64	2,071.33	122,793.84	166,009.52	43.3%
TOTAL CAP - LIBRARY CAPITAL			90,000	292,812	4,008.64	2,071.33	122,793.84	166,009.52	43.3%
TOTAL CAP - LIBRARY			-3,484,000	-3,281,188	-62,267.22	-11,660.71	145,393.19	-3,364,313.97	-2.5%
TOTAL LIBRARY CAPITAL PROJECTS			-3,484,000	-3,281,188	-62,267.22	-11,660.71	145,393.19	-3,364,313.97	-2.5%
TOTAL REVENUES			-3,641,000	-3,641,000	-67,443.91	-13,732.04	.00	-3,573,556.09	
TOTAL EXPENSES			157,000	359,812	5,176.69	2,071.33	145,393.19	209,242.12	

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	-3,484,000	-3,281,188	-62,267.22	-11,660.71	145,393.19	-3,364,313.97	-2.5%

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

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 05

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

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	1,763,280	1,763,280	17,812.50	.00	309,937.50	1,435,530.00	18.6%

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

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 06

ACCOUNTS FOR:			ORIGINAL	REVISED				AVAILABLE	PCT
23	LIBRARY SERVICES		APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
2310580 LIBRARY									
2310580	410000	CURRENT PROPERTY TA	-9,135,541	-9,135,541	-526,324.42	-254,051.14	.00	-8,609,216.58	5.8%*
2310580	411000	REGISTERED PERSONAL	-681,540	-681,540	-268,621.51	-44,409.99	.00	-412,918.52	39.4%*
2310580	420000	PRIOR YEARS TAXES	-100,259	-100,259	-89,499.00	-2,941.60	.00	-10,760.00	89.3%*
2310580	420001	PENALTY/INTEREST	0	0	-18,261.93	1,565.45	.00	18,261.93	100.0%
2310580	422101	A&C PENALTY/INTERES	-55,956	-55,956	.00	.00	.00	-55,956.00	.0%*
2310580	452050	PROMOTIONAL SALES	0	0	-1,891.95	-438.48	.00	1,891.95	100.0%
2310580	460000	FINES & FORFEITURES	-50,000	-50,000	-42,580.48	-6,709.26	.00	-7,419.52	85.2%*
2310580	472300	STATE REIMBURSEMENT	-45,000	-45,000	-28,368.00	.00	.00	-16,632.00	63.0%*
2310580	472600	FEDERAL GRANTS	-3,000	-3,000	.00	.00	.00	-3,000.00	.0%*
2310580	480000	INTEREST EARNINGS	-114,000	-114,000	-123,900.80	-17,325.28	.00	9,900.80	108.7%
2310580	493000	CONTRIBUTION-PRIVAT	0	0	-79.60	-30.85	.00	79.60	100.0%
2310580	495100	SUNDRY REVENUE	-5,000	-5,000	-7,759.24	-2,290.80	.00	2,759.24	155.2%
TOTAL UNDEFINED ROLLUP CODE			-10,190,296	-10,190,296	-1,107,286.93	-326,631.95	.00	-9,083,009.10	10.9%
1P580 LIBRARY PAYROLL									
2310580	510110	PAYROLL	5,018,909	5,018,909	2,018,797.05	339,200.95	.00	3,000,112.02	40.2%
2310580	510111	TRAVEL PAY	16,030	16,030	8,015.02	1,233.08	.00	8,015.02	50.0%
2310580	510115	TAXABLE INCENTIVES	0	0	203.61	6.21	.00	-203.61	100.0%*
2310580	510117	OVERTIME	0	0	96.45	20.30	.00	-96.45	100.0%*
2310580	520130	BENEFITS	0	0	357.07	.00	.00	-357.07	100.0%*
2310580	520131	PAYROLL TAXES	385,468	385,468	164,723.55	25,209.24	.00	220,744.31	42.7%
2310580	520132	WORKERS COMP	9,424	9,424	5,284.48	815.03	.00	4,139.75	56.1%
2310580	520133	INSURANCE	576,658	576,658	262,946.77	41,038.42	.00	313,711.04	45.6%
2310580	520134	RETIREMENT	544,595	544,595	288,531.27	44,909.01	.00	256,063.97	53.0%
2310580	520135	COMMUNICATIONS ALLO	3,420	3,420	1,710.15	263.10	.00	1,710.15	50.0%
TOTAL LIBRARY PAYROLL			6,554,505	6,554,505	2,750,665.42	452,695.34	.00	3,803,839.13	42.0%
20580 LIBRARY OPERATING									
2310580	530225	PROMOTIONAL MATERIA	50,000	50,000	51.42	.00	.00	49,948.58	.1%
2310580	530623	CITIZEN PROGRAMS	53,000	53,000	17,846.30	2,213.20	7,500.00	27,653.70	47.8%
2310580	540210	SUBS & MEMBERSHIPS	4,000	4,000	1,531.00	.00	.00	2,469.00	38.3%
2310580	540220	PUBLIC NOTICES	1,000	1,000	.00	.00	.00	1,000.00	.0%

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 06

ACCOUNTS FOR: 23 LIBRARY SERVICES			ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2310580	540250	OPERATING SUPPLIES	45,000	28,000	4,169.94	338.03	.00	23,830.06	14.9%
2310580	540271	FOOD BUSINESS	2,500	2,500	.00	.00	.00	2,500.00	.0%
2310580	540272	EMPLOYEE AWARDS	6,000	6,000	366.17	172.55	.00	5,633.83	6.1%
2310580	540450	UNIFORMS/LINENS	3,500	3,500	.00	.00	.00	3,500.00	.0%
2310580	540610	MISC SUPPLIES	18,000	18,000	4,803.18	72.00	.00	13,196.82	26.7%
2310580	540612	BOOKS AND MATERIALS	1,000,000	1,000,000	529,375.20	112,374.59	7,117.40	463,507.40	53.6%
2310580	540643	COMPUTER EQUIP	76,900	86,900	78,097.44	7,990.71	1,482.80	7,319.76	91.6%
2310580	540666	CONTINGENCY	7,500	7,500	.00	.00	.00	7,500.00	.0%
2310580	540690	EQUIPMENT	25,000	25,000	1,993.54	60.99	.00	23,006.46	8.0%
2310580	540691	SOFTWARE	11,050	11,050	7,860.00	.00	.00	3,190.00	71.1%
2310580	542240	OFFICE SUPPLIES	40,000	50,000	22,406.17	11,073.44	.00	27,593.83	44.8%
2310580	542243	POSTAGE	20,000	27,000	11,961.89	140.00	.00	15,038.11	44.3%
2310580	545536	BANK CHARGES	0	0	596.16	113.63	.00	-596.16	100.0%*
2310580	548230	TRAVEL/EDUC& TRNG	18,000	18,000	11,773.67	.00	.00	6,226.33	65.4%
2310580	548231	MILEAGE/LOCAL TRAVE	4,500	4,500	587.44	.00	.00	3,912.56	13.1%
2310580	548330	EDUCATION & TRAININ	3,000	3,000	214.08	.00	.00	2,785.92	7.1%
2310580	550620	MISC SERVICES	25,000	13,000	.00	.00	.00	13,000.00	.0%
2310580	555265	SOFTWARE MAINTENANC	128,183	113,183	115,148.50	.00	5,975.87	-7,941.37	107.0%*
2310580	555266	SOFTWARE SUBSCRIPTI	19,880	19,880	9,235.00	.00	.00	10,645.00	46.5%
2310580	555310	PROF & TECH	37,300	37,300	802.16	142.63	.00	36,497.84	2.2%
2310580	560252	EQUIP REP/CONTRACTS	500	500	.00	.00	.00	500.00	.0%
2310580	560260	BLDG & GRND MAINT	28,000	43,000	697.00	.00	.00	42,303.00	1.6%
2310580	562280	TELEPHONE	4,000	4,000	542.68	64.27	.00	3,457.32	13.6%
2310580	564253	VEHICLE SERVICE	3,500	3,500	943.81	.00	.00	2,556.19	27.0%
2310580	564258	GASOLINE	0	0	1,027.68	169.29	.00	-1,027.68	100.0%*
TOTAL LIBRARY OPERATING			1,635,313	1,633,313	822,030.43	134,925.33	22,076.07	789,206.50	51.7%
3C580 LIBRARY CAPITAL									
2310580	640740	EQUIPMENT	0	-10,000	.00	.00	.00	-10,000.00	.0%*
2310580	640743	COMPUTER EQUIPMENT	44,000	56,000	.00	.00	40,732.50	15,267.50	72.7%
TOTAL LIBRARY CAPITAL			44,000	46,000	.00	.00	40,732.50	5,267.50	88.5%
4A580 LIBRARY ALLOCATIONS									
2310580	590910	TRANSFER OUT	4,591,600	4,591,600	315,800.00	.00	.00	4,275,800.00	6.9%
2310580	590920	TELEPHONE ALLOCATIO	29,898	29,898	14,949.12	2,491.52	.00	14,949.14	50.0%
2310580	590922	EMAIL ALLOCATION	19,980	19,980	9,990.00	1,665.00	.00	9,990.00	50.0%

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 06

ACCOUNTS FOR:			ORIGINAL	REVISED				AVAILABLE	PCT
23	LIBRARY	SERVICES	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
2310580	590925	SECURITY CAMERA ALL	9,534	9,534	4,766.94	794.49	.00	4,767.06	50.0%
2310580	590930	INSURANCE ALLOCATIO	112,753	112,753	56,376.72	9,396.12	.00	56,376.28	50.0%
2310580	590936	WATER ALLOCATION	26,900	26,900	10,772.14	1,960.86	.00	16,127.86	40.0%
2310580	590937	GAS ALLOCATION	31,000	31,000	19,024.01	810.68	.00	11,975.99	61.4%
2310580	590938	ELECTRICITY ALLOCAT	130,000	130,000	61,340.24	14,665.67	.00	68,659.76	47.2%
2310580	590939	CONTRACT ALLOCATION	240,050	240,050	107,624.75	14,629.11	89,973.11	42,452.22	82.3%
2310580	590940	MAINTENANCE ALLOCAT	478,180	478,180	239,090.10	39,848.35	.00	239,090.14	50.0%
2310580	590942	HR ADMIN ALLOCATION	225,920	225,920	225,919.62	.00	.00	.00	100.0%
TOTAL LIBRARY ALLOCATIONS			5,895,815	5,895,815	1,065,653.64	86,261.80	89,973.11	4,740,188.45	19.6%
TOTAL LIBRARY			3,939,337	3,939,337	3,531,062.56	347,250.52	152,781.68	255,492.48	93.5%
TOTAL LIBRARY SERVICES			3,939,337	3,939,337	3,531,062.56	347,250.52	152,781.68	255,492.48	93.5%
TOTAL REVENUES			-10,190,296	-10,190,296	-1,107,286.93	-326,631.95	.00	-9,083,009.10	
TOTAL EXPENSES			14,129,633	14,129,633	4,638,349.49	673,882.47	152,781.68	9,338,501.58	

Davis County
YEAR-TO-DATE BUDGET REPORT

FOR 2025 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	3,939,337	3,939,337	3,531,062.56	347,250.52	152,781.68	255,492.48	93.5%
** END OF REPORT - Generated by Jennifer Tankersley **							

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 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	-80,704.66	-13,260.75	.00	-60,295.34	57.2%*
4810950 492100	TRANSFER IN	-3,500,000	-3,500,000	.00	.00	.00	-3,500,000.00	.0%*
	TOTAL UNDEFINED ROLLUP CODE	-3,641,000	-3,641,000	-80,704.66	-13,260.75	.00	-3,560,295.34	2.2%
20950 CAP - LIBRARY OPERATING								
4810950 560260	BLDG & GRND MAINT	67,000	67,000	14,698.90	13,530.85	9,068.50	43,232.60	35.5%
	TOTAL CAP - LIBRARY OPERATING	67,000	67,000	14,698.90	13,530.85	9,068.50	43,232.60	35.5%
3C950 CAP - LIBRARY CAPITAL								
4810950 620720	BLDG IMPROVEMENTS	90,000	292,812	20,674.25	16,665.61	106,128.23	166,009.52	43.3%
	TOTAL CAP - LIBRARY CAPITAL	90,000	292,812	20,674.25	16,665.61	106,128.23	166,009.52	43.3%
	TOTAL CAP - LIBRARY	-3,484,000	-3,281,188	-45,331.51	16,935.71	115,196.73	-3,351,053.22	-2.1%
	TOTAL LIBRARY CAPITAL PROJECTS	-3,484,000	-3,281,188	-45,331.51	16,935.71	115,196.73	-3,351,053.22	-2.1%
	TOTAL REVENUES	-3,641,000	-3,641,000	-80,704.66	-13,260.75	.00	-3,560,295.34	
	TOTAL EXPENSES	157,000	359,812	35,373.15	30,196.46	115,196.73	209,242.12	



Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	-3,484,000	-3,281,188	-45,331.51	16,935.71	115,196.73	-3,351,053.22	-2.1%

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

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 06

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

Davis County
YEAR-TO-DATE BUDGET REPORT

FOR 2025 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	1,763,280	1,763,280	17,812.50	.00	309,937.50	1,435,530.00	18.6%
** END OF REPORT - Generated by Jennifer Tankersley **							

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Library
Presenter: Joshua Johnson, Director
Agenda Item: Approval of Library Quarterly Donations for April–June 2025

Financial Information:

- Type: Receivable
- Amount: \$1,783.50

Terms:

- Beginning Date: 04/01/2025
- Ending Date: 06/30/2025

Additional Financial Terms:

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

Attachments:

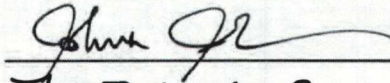
1. Library donations

2025-855

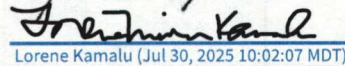
Submitted by: Jennifer Tankersley, Confidential Admin Ast. Library
Requested meeting date: 7/29/2025

Davis County Library - Quarterly Donation Log

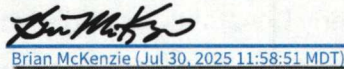
Recommended by:



Approved by:


Lorene Kamalu (Jul 30, 2025 10:02:07 MDT)

Attest:


Brian McKenzie (Jul 30, 2025 11:58:51 MDT)

Branch	Date	Patron name	Estimated value donation
Headquarters	4/12/2025	Anonymous	\$421.50
Centerville	4/12/2025	Anonymous	\$120.00
Bountiful	4/14/2025	Anoymous	\$414.00
Bountiful	4/16/2025	Anonymous	\$294.75
Layton	5/6/2025	Shelby Danks	\$88.00
Bountiful	5/10/2025	Anonymous	\$64.50
Layton	5/20/2025	Anonymous	\$109.50
Layton	6/12/2025	Anonymous	\$99.25
Layton	6/14/2025	Anonymous	\$55.00
Clearfield	6/20/2025	Anonymous	\$8.50
Centerville	6/21/2025	Anonymous	\$1.75
Kaysville	6/23/2025	Anonymous	\$3.00
Centerville	6/24/2025	Anonymous	\$0.50
Layton	6/25/2025	Anonymous	\$11.00
Headquarters	6/25/2025	Anonymous	\$6.00
Kaysville	6/26/2025	Anonymous	\$1.00
Bountiful	6/26/2025	Anonymous	\$54.00
Layton	6/28/2025	Anonymous	\$1.00
Layton	6/30/2025	Hollis Kunimura	\$11.75
Syracuse	6/30/2025	Anonymous	\$18.50

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Library
Presenter: Joshua Johnson, Director
Agenda Item: Approval of a Summary of Library Low Dollar Contracts

Financial Information:

- Type: Payable
- Amount: \$4,445.00

Terms:

- Beginning Date: 06/01/2025
- Ending Date: 09/10/2025

Additional Financial Terms:

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

Attachments:

1. Low Dollar Contracts

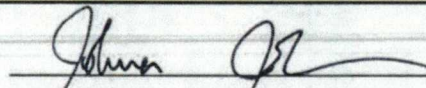
2025-856

Submitted by: Jennifer Tankersley, Confidential Admin Ast. Library
Requested meeting date: 7/29/2025

Davis County Library Low Dollar Contract Summary

Name	Date of Programs/Contract	Purpose/Program	Amount/Payable
Utah Pet Partners Registered Therapy Animal Teams	Jun 1, 2025-May 31, 2026	Read with a Therapy Dog	No Compensation
Martha Tia	Jun 2, 2025 - Jul 7, 2025	Summer Reading with Polynesian Arts & Culture	\$490.00
Clark Planetarium	Jun 2, 2025 - Jul 21, 2025	Explore Color and Light and Clark Planetarium	No Compensation
Escape on 13th	Jun 7, 2025 - Jun 14, 2025	Phone Booth Escape Room	\$400.00
Taylor's Traveling Troupe	Jun 9, 2025 - Jul 14, 2025	Summer Reading with Taylor's Traveling Troupe of Animals	\$1,525.00
Summerhays Music	Jun 11, 2025 - Jun 26, 2025	Instrument Petting Zoo with Summerhays Music	No Compensation
Utah Farm Bureau	Jun 17, 2025 - Jun 30, 2025	Tractor Petting Zoo	No Compensation
Christine Schultz	Jul 1, 2025 - Jul 7, 2025	Summer Reading - Red, White, & Blue with the Daughters of the American Revolution - Lydia Darragh, Washington's Spy	No Compensation
Kristen Clay	Jul 14, 2025 - Jul 23, 2025	Summer Reading with Kristen Clay, Storyteller	\$255.00
The Improvables	Jul 15, 2025	Improv Night for Teens	No Compensation
Tres Miller	Jul 15, 2025 - Jul 22, 2025	Summer Reading with the Magic of Tres the Great	\$875.00
Nels Anderson	Jul 17, 2025 - Jul 22, 2025	Summer Reading - Drumming with Nels	\$600.00
Teresa Call	Jul 1, 2025 - Jul 10, 2025	Summer Reading - Red, White, & Blue with the Daughters of the American Revolution - Aviation	No Compensation
Utah State University Extension Service	Aug 23, 2025 - Sep 13, 2025	How to Plan Meals & Prepare Menus to Fit Your Time and Budget	No Compensation
Ben Lesser	Aug 27, 2025	Living a Life that Matters with Ben Lesser	\$250.00
Brandy Christensen	Sep 10, 2025	Stars, Stripes, & Swing!	\$50.00
Syracuse Jazz Band	Sep 10, 2025	Stars, Stripes, & Swing!	No Compensation
Total			\$4,445.00

Recommended by:


 Lorene Kamalu (Jul 30, 2025 10:02:07 MDT)

Library Director

Approved by:


 Brian McKenzie (Jul 30, 2025 11:58:51 MDT)

Commission Chair

Attest:

Clerk

DAVIS COUNTY LIBRARY PROGRAM CONTRACT

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

Presenter: Contact: Address:	Utah Pet Partners Registered Therapy Animal Teams Melany Hillstead 10102 S Redwood Rd, Unit 95507, South Jordan, UT 84095	Phone:	801-706-1389
		Email:	director@utahpetpartners.org
		Performance Type:	Educational

Recitals

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

The parties therefore agree as follows:

1. Scope of Services. The Service Provider hereby agrees to participate in the County's efforts to provide entertaining and educational programs for its patrons. Service Provider and the County will, when appropriate opportunities are available, plan and present programs within the scope of the Service Provider's area of expertise as a certified therapy animal handler. These programs will be by mutual agreement on subject matter, date, time, and location set forth in writing via emails as the opportunities arise. The parties agree to attach emails outlining any specific program as an addendum to this contract, and such addendums will be incorporated herein by reference. In addition, the Service Provider agrees to sign an additional contract in the event the parties determine to present a program where financial payment to the Service Provider is involved. Services under this contract will be in effect from June 1, 2025 to May 31, 2026.

2. No Compensation

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

3. Notice of Cancellation of Performance

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

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

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

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

5. Indemnification Defense, Hold Harmless, 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:  Director, Davis County Library System Date: <u>5/2/25</u>	SERVICE PROVIDER By: <u>Utah Pet</u> Partners _____ Print Name: <u>Melany Hillstead</u> Its: <u>Executive</u> Director _____ Date: <u>05-08-25</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:	Martha Tia	Provider Phone Number:	808-781-2832
Contact Person:	Martha Tia	Contact Email Address:	martha.tia54@gmail.com
Provider Address:	2 W 1500 S, 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 specifically agrees to present seven approximately forty five minute programs about Polynesian dance and culture. These programs will be on the following dates and at the following locations:

Program:	Summer Reading with Polynesian Arts and Culture
Date and Time:	Monday, June 2, 2025 at 3:00 pm
Location:	Bountiful Branch Library, 725 S Main St, Bountiful, 801-451-1760
Date and Time:	Tuesday, June 10, 2025 at 3:00 pm
Location:	Syracuse Branch Library, 1875 S 2000 W, Syracuse, 801-451-1850
Date and Time:	Thursday, June 12, 2025 at 3:00 pm
Location:	Centerville Branch Library, 45 S 400 W, Centerville, 801-451-1775
Date and Time:	Tuesday, June 17, 2025 at 3:00 pm
Location:	Clearfield Branch Library, 1 North Main St, Clearfield, 801-451-1840
Date and Time:	Wednesday, June 25, 2025 at 3:00 pm
Location:	Headquarters Library, 133 S Main St, Farmington, 801-451-3030
Date and Time:	Thursday, June 26, 2025 at 3:00 pm
Location:	Kaysville Branch Library, 215 N Fairfield Rd, Kaysville, 801-451-1800
Date and Time:	Monday, July 7, 2025 at 3:00 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 \$490.00 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 7, 2025, 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:

If to County:
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If to Service Provider:

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

Martha Tia
2 W 1500 S
Bountiful, UT 84010
alohacenterbountiful@gmail.com

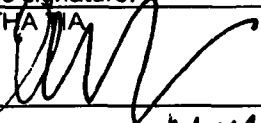
8. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** The Service Provider shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Service Provider or the Service Provider's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Contract. The Service Provider's compliance with any provision of this Contract to obtain or maintain insurance shall not waive or limit the Service Provider's obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.
9. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any Davis County benefits.
10. **Inconsistencies.** The following order of precedence governs and controls any inconsistencies between this Contract, any attachments to this Contract, and any other documents referenced in this Contract or incorporated into this Contract by reference: 1) this Contract; 2) any attachments to this Contract; and 3) any other documents referenced in this Contract or incorporated into this Contract by reference.
11. **Assignment Restricted.** This Contract may only be assigned by a written instrument that is signed by authorized representatives of the parties. Any purported assignment of this Contract that is in violation of this section is void.
12. **Waiver.** A right, remedy, power, privilege or otherwise under this Contract is not waived by a party unless such waiver is in writing and signed by an authorized representative of the party granting the waiver.
13. **Entire Contract.** This Contract, including all attachments, if any, and any other documents referenced in this Contract or incorporated into this Contract by this reference, constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this Contract. Unless otherwise set forth in this Contract, this Contract supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Contract.
14. **Governing Law; Exclusive Jurisdiction.** This Contract is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other party, which arises from or relates in any way to this Contract, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.
15. **Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is

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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>5/12/25</u>	MARTHA TIA By:  Print Name: <u>MARTHA TIA</u> Its: _____ Date: <u>5/10/2025</u>
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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.

This Memorandum of Understanding (MOU) is entered into by Clark Planetarium and County, through the Davis County Library System.

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 seven approximately forty five-minute programs based on the science of color and light 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 the programs on the following dates and at the following locations:

Program: Explore Color and Light with Clark Planetarium

Date/Time: Monday, June 2, 2025 at 6:30 pm

Location: Clearfield Branch Library

Address: 1 North Main St., Clearfield, UT 84015

Phone: 801-451-1840

Date/Time: Tuesday, June 3, 2025 at 6:30 pm

Location: Kaysville Branch Library

Address: 215 N. Fairfield Rd., Kaysville, UT, 84037

Phone: 801-451-1800

Date/Time: Wednesday, June 4, 2025 at 3:00 pm

Location: Headquarters Library

Address: 133 S. Main St., Farmington, UT, 84025

Phone: 801-451-1850

MOU LIBRARY AND CLARK PLANETARIUM 04-14-2025

Date/Time: Thursday, June 5, 2025 at 6:30 pm
Location: Bountiful Branch Library
Address: 725 S. Main St., Bountiful, UT, 84010
Phone: 801-451-1760

Date/Time: Thursday, June 26, 2025 at 3:00 pm
Location: Centerville Branch Library
Address: 45 S. 400 W., Centerville, UT, 84014,
Phone: 801-451-1775

Date/Time: Tuesday, July 15, 2025 at 3:00 pm
Location: Syracuse Branch Library
Address: 1875 S. 2000 W., Syracuse, UT, 84075
Phone: 801-451-1850

Date/Time: Monday, July 21, 2025 at 3:00 pm
Location: Layton Branch Library
Address: 155 N Wasatch Dr., Layton, UT, 84041
Phone: 801-451-1820

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 one hour prior to the program.

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 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.

MOU LIBRARY AND CLARK PLANETARIUM 04-14-2025

Clark Planetarium

Dubzofhau
Name

Director
Mayor or Designee
Title

Davis County Libraries

John Jh
Name

Director of Libraries
Title

Reviewed and Advised as
to Form and Legality

Craig J.

Wangsgard

Craig Wangsgard

Senior Deputy District Attorney

Digitally signed by Craig J.
Wangsgard
Date: 2025.04.23 13:27:42
+0800

DAVIS COUNTY STANDARD SERVICE PROVIDER CONTRACT

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

Service Provider:	Escape on 13th	Provider Phone Number:	435-282-8442 or 385-200-1360
Contact Person:	Joseph Stamps	Contact Email Address:	info@escapeon13th.com
Provider Address:	342 W 1300 S, SLC UT 84115	Type of Service:	Entertainment

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

County is desirous of providing a Young Adult Summer Reading program to benefit Library patrons and County residents; and

Service Provider, Escape on 13th, is ready, willing, and able to provide six programs on behalf of the County under the terms of this Contract.

The parties therefore agree as follows:

- 1. Scope of Services.** This contract replaces the original contract signed on April 22, 2025 by Service Provider and reflects a new schedule of locations and a different rate of compensation. Service Provider specifically agrees to deliver a telephone booth style escape room including set up and teardown after each program on the following dates and at the following locations. Pick up will occur on the Saturday following set up with time depending on the Service Provider's schedule. The final pick up of the booth at the Kaysville Branch Library will take place on Saturday, July 19, 2025.

Program: Phone Booth Escape Room

Date and Time: Saturday, June 7, 2025 through Friday, June 13, 2025, with pickup 6/14/25

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

Date and Time: Saturday, June 14, 2025, through Friday, July 18 20, 2025, with pickup 7/19/25

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

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 and Service Provider shall accept the total sum of \$400.00 as full payment for Service Provider's services under this Contract (\$200.00 per location), professional fees for all hours worked, and out-of-pocket expenses associated with all duties and tasks set forth in this Contract.
- B. County shall provide Service Provider with the total payment identified above upon completion of the program. Unless other arrangements are made in writing and agreed to by the Parties, the payment by County to Service Provider will be sent through the United States Postal Service and mailed within five business days after the service(s) described in this Contract are completed. County agrees to remit payment to Joseph Stamps or Escape on 13th (dependent on W9 information).
- C. Unless otherwise set forth in this Contract, if this Contract is terminated prior to the completion of the required services under this Contract, County shall pay Service Provider, on a pro-rata basis, for services completed by Service Provider.

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- D. Service Provider shall be responsible for the payment of any federal, state, or local taxes, contributions, assessments, or fees, which may be based on, or become due and owing, as a result of payments made by County to Service Provider.
- E. Service Provider shall be responsible for the payment to and of obligations, debts, or contractual obligations of any other entity providing personnel assistance, work, equipment, or otherwise to Service Provider arising from, in connection with, or relating to this Contract.
- F. Notwithstanding anything herein to the contrary, Service Provider must disclose its tax identification or Social Security number to County before a check or payment will be made. County will disclose that number only as required by applicable federal and state law.
3. **Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on the date that the parties have satisfied each of their respective duties under sections 1 and 2 of this contract, but shall not extend past July 19, 2025, unless amended by the parties in writing.
4. **Quality and Content of Performance.** All performances at the Davis County Library should be of the highest quality and appropriate for all ages and family audiences. Service Provider agrees that at no time during the performance will any offensive materials or conduct such as, but not limited to, any vulgar language, obscene gestures, sexual content, or other offensive material be presented. In the event that the performance at any time contains offensive materials or conduct, as determined by the Library Director, the COUNTY reserves the right to immediately cancel that performance and any future performance under this agreement. If future performances under that agreement are cancelled because of offensive materials or conduct, payment for those performances will be forfeited by the Service Provider. COUNTY policy prohibits solicitation (including distribution of passes, tickets, or business cards, etc., to the organization you are representing) or selling of goods or services during programs held in the library. Signage and branded wear are permissible as is an introduction to the program to make clear your credentials as a presenter on this topic, including your business affiliation.
5. **Early Termination.** This Contract may be terminated by any of the following actions:
- A. Davis County may terminate this contract if annual appropriations, as part of Davis County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that Davis County's notice is effective under section 7.
 - B. Davis County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after Davis County's notice is effective under section 7.
 - C. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 7.
6. **Best Efforts of Service Provider.** Service Provider agrees that it will at all times faithfully, industrially, and to the best of Service Provider's ability, experience, and talents, perform all of the duties that may be required of and from Service Provider pursuant to the express and implicit terms of this Contract, to the reasonable satisfaction of County.
7. **Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

If to County:
Davis County
Attn: Director, Davis County Library System
133 South Main Street
P.O. Box 115
Farmington, UT 84025

If to Service Provider:
Escape on 13th
Attn: Joseph Stamps
342 W 1300 S
SLC, UT 84115
info@escapeon13th.com

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jtankersley@co.davis.ut.us

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

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

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

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

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

DAVIS COUNTY By: <u></u> Director, Davis County Library Date: <u>7/1/25</u>	JOSEPH STAMPS or authorized signer By: <u></u> Print Name: <u>Landon Henrie</u> Its: <u>Owner</u> Date: <u>27 June 2025</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:	Taylor's Traveling Troupe	Provider Phone Number:	385-273-9015 or 801-319-9605
Contact Person:	Bridget Taylor	Contact Email Address:	taylorstravelingtroupe@gmail.com
Provider Address:	9249 Canyon Rd, Cedar Hills, UT 84062	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 seven approximately fifty minute and one ninety minute (Kaysville Branch) farm animal petting zoo programs with miniature farm animals or small animals considered as pets. The Service Provider will bring all needed items to care for animals, to keep animals and patrons safe while viewing animals, and to keep the library clean while any animals are inside. Service Provider will clean up after animals both inside and out as needed. These program will be on the following dates and at the following locations:

Program:	Summer Reading with Taylor's Traveling Troupe of Animals
Date and Time:	Monday, June 9, 2025 at 6:30 pm (farm animals)
Location:	Clearfield Branch Library, 1 North Main St, Clearfield, 801-451-1840
Date and Time:	Wednesday, June 11, 2025 at 6:30 pm (farm animals)
Location:	Centerville Branch Library, 45 S 400 W, Centerville, 801-451-1775
Date and Time:	Thursday, June 19 at 3:00 pm (farm animals)
Location:	Kaysville Branch Library, 215 N Fairfield Rd, Kaysville, 801-451-1800
Date and Time:	Monday, June 23, 2025 at 6:30 pm (farm animals)
Location:	Headquarters Library, 133 S Main St, Farmington, 801-451-3030
Date and Time:	Tuesday, July 1, 2025 at 3:00 pm (small animals)
Location:	Syracuse Branch Library, 1875 S 2000 W, Syracuse, 801-451-1850
Date and Time:	Tuesday, July 8, 2025 at 6:30 pm (small animals)
Location:	Layton Branch Library, 155 N Wasatch Dr, Layton, 801-451-1820
Date and Time:	Monday, July 14, 2025 at 3:00 and 4:30 pm (small animals)
Location:	Bountiful Branch Library, 725 S Main St, Bountiful, 801-451-1760

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.

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- A. County shall pay Service Provider a sum not to exceed \$1525.00 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 14, 2025, 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:

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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:
Taylor's Traveling Troupe
Attn: Bridget Taylor
9249 Canyon Rd
Cedar Hills, UT 84062
taylorstravelingtroupe@gmail.com

8. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** The Service Provider shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Service Provider or the Service Provider's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Contract. The Service Provider's compliance with any provision of this Contract to obtain or maintain insurance shall not waive or limit the Service Provider's obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.
9. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any Davis County benefits.
10. **Inconsistencies.** The following order of precedence governs and controls any inconsistencies between this Contract, any attachments to this Contract, and any other documents referenced in this Contract or incorporated into this Contract by reference: 1) this Contract; 2) any attachments to this Contract; and 3) any other documents referenced in this Contract or incorporated into this Contract by reference.
11. **Assignment Restricted.** This Contract may only be assigned by a written instrument that is signed by authorized representatives of the parties. Any purported assignment of this Contract that is in violation of this section is void.
12. **Waiver.** A right, remedy, power, privilege or otherwise under this Contract is not waived by a party unless such waiver is in writing and signed by an authorized representative of the party granting the waiver.
13. **Entire Contract.** This Contract, including all attachments, if any, and any other documents referenced in this Contract or incorporated into this Contract by this reference, constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this Contract. Unless otherwise set forth in this Contract, this Contract supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Contract.
14. **Governing Law; Exclusive Jurisdiction.** This Contract is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other party, which arises from or relates in any way to this Contract, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.

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15. **Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Contract that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.

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

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

DAVIS COUNTY

By: _____

Director, Davis County Library

Date: _____

5/2/25

TAYLOR'S TRAVELING TROUPE

By: _____

Print Name: _____

Its: _____

Date: _____

Bridget Taylor
Bridget Taylor
05/07/2025

Version 3/17/2025

DAVIS COUNTY LIBRARY PROGRAM CONTRACT

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

Presenter: Contact: Address:	Summerhays Music Jenifer Olson 574 N Main St, Layton, UT 84041	Phone:	801-550-1041
		Email:	jolson@summerhaysmusic.com
		Performance Type:	Educational - Summer Reading

Recitals

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

The parties therefore agree as follows:

1. Scope of Services. Service Provider agrees to participate in the County's efforts to provide educational programs for its patrons by presenting four approximately 45 minute programs where children learn about musical instruments through use and basic instruction. Service Provider agrees to present these programs on the following dates and at the following locations:

Program:	Instrument Petting Zoo with Summerhays Music
Date/Time:	Wednesday, June 11 at 3:00 pm
Location:	Headquarters Library, 133 S Main St, Farmington, 801-451-3030
Date/Time:	Thursday, June 12, 2025 at 6:30 pm
Location:	Bountiful Branch Library, 725 S Main St, Bountiful, 801-451-1760
Date/Time:	Monday, June 23, 2025 at 6:30 pm
Location:	Clearfield Branch Library, 1 North Main St, Clearfield, 801-451-1840
Date/Time:	Thursday, June 26, 2025 at 6:30 pm
Location:	Syracuse Branch Library, 1875 S 2000 W, Syracuse, 801-451-1850

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

2. No Compensation

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

3. Notice of Cancellation of Performance

A. The County is reasonably relying upon the performance of the Service Provider under the terms of this Contract. In the event, for whatever reason, that the Service Provider is unable to perform or deems it necessary to cancel the performance, the Service Provider shall give immediate notice not less than 30 days

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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.

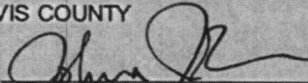
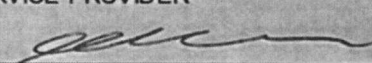
9. Severability. If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is prohibited or unenforceable, then that or those specific section(s), subsection(s), 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>5/14/25</u>	SERVICE PROVIDER By:  Print Name: <u>Steve Bauman</u> Its: <u>Educational rep coordinator</u> Date: <u>5/9/25</u>
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DAVIS COUNTY LIBRARY PROGRAM CONTRACT

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

Presenter: Contact: Address:	Utah Farm Bureau Delaney Nalder or Terry Camp 600 W Gentile St, Layton, UT 84041 (Delaney)	Phone:	801-791-2509 (D), 435-512-1326 (T)
		Email:	nalderhouse@gmail.com
		Performance Type:	Educational - SUMMER READING

Recitals

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

The parties therefore agree as follows:

1. Scope of Services. Service Provider agrees to participate in the County's efforts to provide educational programs for its patrons by presenting three approximately 45 minute programs with a chance to look inside farm equipment and learn how they help people farm. Service Provider agrees to present the programs on the following dates and at the following locations:

Program:	Tractor Petting Zoo
Date/Time:	Tuesday, June 17, 2025 at 6:30 pm
Location:	Layton Branch Library, 155 N Wasatch Drive, Layton, 801-451-1820
Date/Time:	Thursday, June 19, 2025 at 6:30 pm
Location:	Syracuse Branch Library, 1875 S 2000 W, Syracuse, 801-451-1850
Date/Time:	Monday, June 30, 2025 at 3:00 pm
Location:	Bountiful Branch Library, 725 S Main St, Bountiful, 801-451-1760

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

2. No Compensation

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

3. Notice of Cancellation of Performance

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

B. The County may elect to cancel the program(s) of the Service Provider for any reason, including dissatisfaction with Service Provider's services under this Contract. If the county elects to cancel the

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program(s) of the Service Provider, the County shall give immediate notice by reasonable means to the Service Provider together with a reason for the cancellation.

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

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

5. Indemnification Defense, Hold Harmless, Waiver, and Release. The Service Provider shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Service Provider or the Service Provider's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Contract. The Service Provider's compliance with any provision of this Contract to obtain or maintain insurance shall not waive or limit the Service Provider's obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.

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

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

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

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

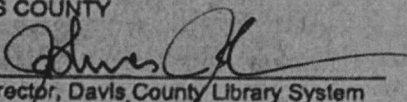
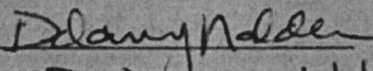
sentence is void. All sections, subsections, sentences, or parts of a sentence of this Contract that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.

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

11. Assignment Restricted. This Contract may only be assigned by a written instrument that is signed by authorized representatives of the parties. Any purported assignment of this Contract that is in violation of this section is void.

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

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

DAVIS COUNTY By:  Director, Davis County Library System Date: <u>5/8/25</u>	SERVICE PROVIDER By:  Print Name: <u>Delaney Valder</u> Its: _____ Date: _____
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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:	Christine Schultz	Phone:	801-750-8992
Contact:	Christine Schultz		
Address:	3475 S Bountiful Blvd, Bountiful, UT 84010		
		Email:	christineschultz@comcast.net
		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 two approximately 30 minute programs about Revolutionary spy Lydia Darragh. Service Provider agrees to present the programs on the following dates and at the following locations:

Program:	Summer Reading - Red, White, & Blue with the Daughters of the American Revolution - Lydia Darragh, Washington's Spy
Date/Time:	Tuesday, July 1, 2025 at 6:30 pm
Location:	Layton Branch Library, 155 N Wasatch Dr, Layton, 8201-451-1820
Date/Time:	Monday, July 7, 2025 at 6:30 pm
Location:	Clearfield Branch Library, 1 North Main St, Clearfield, 801-451-1840

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 or substantially contributed to the Indemnifiable Losses arose

Agenda Item #2025-0856

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.

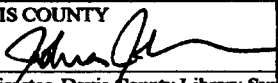
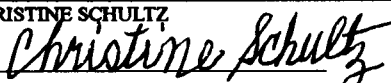
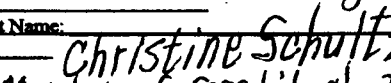
9. Severability. If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is prohibited or unenforceable, then that or those specific section(s), subsection(s), 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	CHRISTINE SCHULTZ
By: 	By: 
Director, Davis County Library System	Print Name:
Date: 5/19/25	
	Its: Member of Sego Lily chapter,
	Date: 5-8-25 DAR

Version 03/17/2025

DAVIS COUNTY STANDARD SERVICE PROVIDER CONTRACT

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

Service Provider:	Kristen Clay	Provider Phone Number:	801-888-8551
Contact Person:	Kristen Clay	Contact Email Address:	fatladysingink@aol.com
Provider Address:	975 E 1175 S #27, Fruit Heights, UT 84037	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 three approximately fifty minute programs to teach participants about storytelling, including a demonstration and active participation exercises. These programs will be on the following dates and at the following locations:

Program: Summer Reading with Kristen Clay, Storyteller

Date and Time: Monday, July 14, 2025 at 3:00 pm

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

Date and Time: Tuesday, July 15, 2025 at 3:00 pm

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

Date and Time: Wednesday, July 23, 2025 at 3:00 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 \$255.00 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.

Version 3/17/2025

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, 2025 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:

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:
 Kristen Clay
 975 E 1175 S #27
 Fruit Heights, UT 84037
 fatladysingink@aol.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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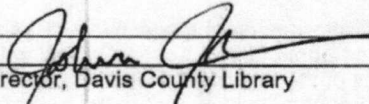
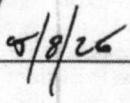
dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Service Provider or the Service 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 such court.
15. **Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Contract that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.
16. **Counterparts; Digital Signatures, and Electronically Transmitted Signatures.** If the parties sign this Contract in counterparts, then each signed counterpart will be deemed an original and all signed counterparts together will constitute one contract. If one or more of the parties digitally sign this Contract or if one or more of the parties electronically transmit this Contract with signatures by facsimile or email, then such signatures will have the same force and effect as original signatures.

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

DAVIS COUNTY	KRISTEN CLAY
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Version 3/17/2025

By:  Director, Davis County Library	by: Kristen L Clay
Date:  5/8/26	Print Name: Kristen L Clay
	Its: Director/Storyteller – Story Tours: Utah Ghost Tours
	Date: May 5, 2025

Version 3/17/2025

DAVIS COUNTY LIBRARY PROGRAM CONTRACT

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

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

Recitals

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

The parties therefore agree as follows:

1. Scope of Services. Service Provider agrees to participate in the County's efforts to provide educational programs for its patrons by presenting an approximately ninety-minute workshop on performing improvisational skits. Service Provider agrees to present one program on the following date(s) and at the following location(s):

Program: Improv Night for Teens
Date/Time: Tuesday, July 15, 2025 at 6:30 - 8:00 pm
Location: Headquarters Library, 133 S Main St, Farmington, 801-451-3030

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

2. No Compensation

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

3. Notice of Cancellation of Performance

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

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

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

Version 05/01/2025

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

5. Indemnification Defense, Hold Harmless, Waiver, and Release. The Service Provider shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Service Provider or the Service Provider's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Contract. The Service Provider's compliance with any provision of this Contract to obtain or maintain insurance shall not waive or limit the Service Provider's obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.

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

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

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

9. Severability. If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Contract that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.

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

11. Assignment Restricted. This Contract may only be assigned by a written instrument that is signed by authorized representatives of the parties. Any purported assignment of this Contract that is in violation of this section is void.

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

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

DAVIS COUNTY By: <u></u> Director, Davis County Library System Date: <u>5/2/25</u>	SERVICE PROVIDER By: <u></u> Print Name: <u>Tyler K Clawson</u> Its: <u>Managing Director</u> Date: <u>07/05/2025</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:	Tres Miller	Provider Phone Number:	435-229-9797
Contact Person:	Tres Miller	Contact Email Address:	tresmiller@gmail.com
Provider Address:	1380 N 90 E, Orem, UT 84057	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 specifically agrees to present seven approximately fifty minute programs with magic. These programs will be on the following dates and at the following locations:

Program:	Summer Reading with the Magic of Tres the Great
✓ Date and Time:	Tuesday, July 15, 2025 at 6:30 pm
Location:	Kaysville Branch Library, 215 N Fairfield Rd, Kaysville, 801-451-1800
✓ Date and Time:	Wednesday, July 16, 2025 at 3:00 pm
Location:	Headquarters Library, 133 S Main St, Farmington, 801-451-3030
✓ Date and Time:	Wednesday, July 16, 2025 at 6:30 pm
Location:	Centerville Branch Library, 45 S 400 W, Centerville, 801-451-1775
✓ Date and Time:	Monday, July 21, 2025 at 3:00 pm
Location:	Bountiful Branch Library, 725 S Main St, Bountiful, 801-451-1760
✓ Date and Time:	Monday, July 21, 2025 at 6:30 pm
Location:	Clearfield Branch Library, 1 North Main St, Clearfield, 801-451-1840
Date and Time:	Tuesday, July 22, 2025 at 3:00 pm
Location:	Syracuse Branch Library, 1875 S 2000 W, Syracuse, 801-451-1850
Date and Time:	Tuesday, July 22, 2025 at 6:30 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 \$875.00 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.

Version 3/17/2025

- 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 22, 2025, 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:

If to County:
 Davis County
 Attn: Director, Davis County Library System

If to Service Provider:
 Tres Miller
 1380 N 90 E

Version 3/17/2025

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

Orem, UT 84057
tresmiller@gmail.com

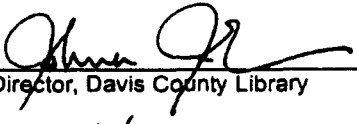
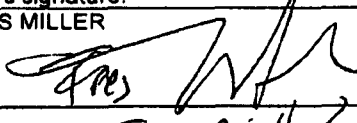
8. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** The Service Provider shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Service Provider or the Service Provider's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Contract. The Service Provider's compliance with any provision of this Contract to obtain or maintain insurance shall not waive or limit the Service Provider's obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.
9. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any Davis County benefits.
10. **Inconsistencies.** The following order of precedence governs and controls any inconsistencies between this Contract, any attachments to this Contract, and any other documents referenced in this Contract or incorporated into this Contract by reference: 1) this Contract; 2) any attachments to this Contract; and 3) any other documents referenced in this Contract or incorporated into this Contract by reference.
11. **Assignment Restricted.** This Contract may only be assigned by a written instrument that is signed by authorized representatives of the parties. Any purported assignment of this Contract that is in violation of this section is void.
12. **Waiver.** A right, remedy, power, privilege or otherwise under this Contract is not waived by a party unless such waiver is in writing and signed by an authorized representative of the party granting the waiver.
13. **Entire Contract.** This Contract, including all attachments, if any, and any other documents referenced in this Contract or incorporated into this Contract by this reference, constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this Contract. Unless otherwise set forth in this Contract, this Contract supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Contract.
14. **Governing Law; Exclusive Jurisdiction.** This Contract is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other party, which arises from or relates in any way to this Contract, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.
15. **Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a

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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	TRES MILLER
By:  Director, Davis County Library	By: 
Date: <u>5/8/25</u>	Print Name: <u>T. Miller</u>
	Its: _____
	Date: <u>5/5/25</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:	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 three approximately forty five minute programs for participants to learn about and play percussion instruments. These programs will be on the following dates and at the following locations:

Program:	Summer Reading Drumming with Nels
Date and Time:	Thursday, July 17, 2025 at 6:30 pm
Location:	Syracuse Branch Library, 1875 S 2000 W, Syracuse, 801-451-1850
Date and Time:	Monday, July 21, 2025 at 6:30 pm
Location:	Headquarters Library, 133 S Main St, Farmington, 801-451-3030
Date and Time:	Tuesday, July 22, 2025 at 6:30 pm
Location:	Kaysville Branch Library, 215 N Fairfield Rd, Kaysville, 801-451-1800

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 \$600.00 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.

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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 22, 2025 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:

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:
Nels Anderson
1462 S 1000 E
SLC, UT 84105
drumutah@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 such court.
15. **Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Contract that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.
16. **Counterparts; Digital Signatures, and Electronically Transmitted Signatures.** If the parties sign this Contract in counterparts, then each signed counterpart will be deemed an original and all signed counterparts together will constitute one contract. If one or more of the parties digitally sign this Contract or if one or more of the parties electronically transmit this Contract with signatures by facsimile or email, then such signatures will have the same force and effect as original signatures.

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

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DAVIS COUNTY	NELS ANDERSON
By: <u></u> Director, Davis County Library	By: <u>Nels Anderson</u>
Date: <u>5/5/25</u>	Print Name: <u>Nels Anderson</u>
	Its: <u> </u> Owner <u> </u>
	Date: <u>5 / 2 / 25</u>

DAVIS COUNTY LIBRARY PROGRAM CONTRACT

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

Presenter: Contact: Address:	Teresa Call Teresa Call 1851 S Oakmont Dr, Bountiful, UT 84010	Phone:	801-663-6660
		Email:	teresa@ec-service.net
		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 two approximately 30 minute programs about women in aviation throughout history. Service Provider agrees to present the programs on the following dates and at the following locations:

Program:	Summer Reading - Red, White, & Blue with the Daughters of the American Revolution - Aviation
Date/Time:	Tuesday, July 1, 2025 at 3:00 pm
Location:	Clearfield Branch Library, 1 North Main St, Clearfield, 801-451-1840
Date/Time:	Thursday, July 10, 2025 at 3:00 pm
Location:	Centerville Branch Library, 45 S 400 W, Centerville, 801-451-1775

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

2. No Compensation

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

3. Notice of Cancellation of Performance

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

B. The County may elect to cancel the program(s) of the Service Provider for any reason, including dissatisfaction with Service Provider's services under this Contract. If the county elects to cancel the

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program(s) of the Service Provider, the County shall give immediate notice by reasonable means to the Service Provider together with a reason for the cancellation.

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

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

5. Indemnification Defense, Hold Harmless, Waiver, and Release. The Service Provider shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Service Provider or the Service Provider's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Contract. The Service Provider's compliance with any provision of this Contract to obtain or maintain insurance shall not waive or limit the Service Provider's obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.

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

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

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

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

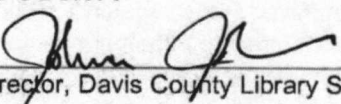
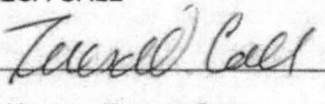
sentence is void. All sections, subsections, sentences, or parts of a sentence of this Contract that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.

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

11. Assignment Restricted. This Contract may only be assigned by a written instrument that is signed by authorized representatives of the parties. Any purported assignment of this Contract that is in violation of this section is void.

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

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

DAVIS COUNTY By:  Director, Davis County Library System Date: <u>5/1/25</u>	TERESA CALL By:  Print Name: <u>Teresa Call</u> Its: _____ Date: <u>16, April 2025</u>
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DAVIS COUNTY LIBRARY PROGRAM CONTRACT

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

Presenter: Contact: Address:	Utah State University Emma Parkhurst, USU Extension Service 80 E. 725 S. Kaysville, UT 84037	Phone:	435-919-1334
		Email:	emma.parkhurst@usu.edu
		Performance Type:	Educational

Recitals

- A. The County operates a Library System consisting of Library Headquarters and six branch libraries. The Library System regularly provides educational and informational events for its patrons and Davis County residents;
- B. County desires to provide programs to benefit Library patrons and County residents; and
- C. 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 entertaining and educational presentations for its patrons by presenting two approximately one hour workshops on menu and meal planning. Service Provider agrees to present the program on the following dates and at the following locations:

Program: **How to Plan Meals & Prepare Menus to Fit Your Time & Budget**

Date/Time: **Saturday, August 23, 2025 at 10:30 - 11:30 am**

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

Date/Time: **Saturday, September 13, 2025 at 10:30 - 11:30 am**

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

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

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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.

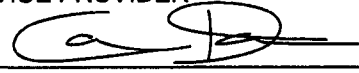
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10. Authorization. The persons executing this Contract on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Contract, and that this Contract represents 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>5/1/25</u>	SERVICE PROVIDER By:  Print Name: <u>Cameron Davi</u> Its: <u>Purchasing Agent</u> Date: <u>30 April 2025</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:	Ben Lesser	Provider Phone Number:	702-242-8908
Contact Person:	Myrna Valdez	Contact Email Address:	accounting@zachorfoundation.org
Provider Address:	2500 Blairsden Dr., Las Vegas, NV 89134	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 specifically agrees to present an approximately 60 minute virtual program about the Holocaust on the following date and at the following location:

Program: Living a Life that Matters with Ben Lesser
Date and Time: Wednesday, August 27, 2025 at 6:30 pm
Location: Virtual presentation at the Headquarters Library

Service Provider shall present on the date and time set forth above and Service Provider further agrees to arrive early enough to set up and to be prepared to begin the program at the scheduled time noted above. County will attempt to secure a bookseller as available. If a bookseller is unable to attend, however, County will provide attendees with instructions on how to purchase a book by the author via his website.

2. **Compensation.**

- A. County shall pay Service Provider a sum not to exceed \$250.00 upon the Service Provider's completion of its obligations under this Contract services under this Contract.
- B. The County shall pay the Service Provider for the obligations that it completes under this Contract through the date of early termination, if this Contract is terminated early.
- C. The County shall pay the Service Provider within 30 days after Subsection 1 of this Contract is satisfied, unless the parties agree, in writing, to alternative payment arrangements.
- D. The Service Provider shall disclose its tax identification or Social Security number to the County before a payment will be made by the County to the Service Provider.
- E. The Service Provider shall pay all federal, state, or local taxes, contributions, assessments, or fees, which may be based on, or become due and owing, as a result of payments made by the County to the Service Provider under this Contract.
- F. The Service Provider shall pay any and all subcontractors, material providers, or any other individual who, or entity that, provides services, personnel, materials, equipment, or otherwise to, or at the request of, the Service Provider and relating to this Contract.

3. **Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate upon completion of program on August 27, 2025, unless terminated earlier pursuant to Section 5 of this Contract.

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- 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:
Ben Lesser
attn: Myrna Valdez
2500 Blairsden Drive
Las Vegas, NV 89134
accounting@zachorfoundation.org

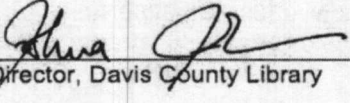
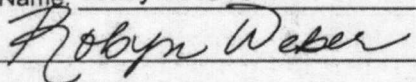
- 8. Indemnification, Defense, Hold Harmless, Waiver, and Release.** The Service Provider shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies,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

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Provider's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Contract. The Service Provider's compliance with any provision of this Contract to obtain or maintain insurance shall not waive or limit the Service Provider's obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.

9. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any Davis County benefits.
10. **Inconsistencies.** The following order of precedence governs and controls any inconsistencies between this Contract, any attachments to this Contract, and any other documents referenced in this Contract or incorporated into this Contract by reference: 1) this Contract; 2) any attachments to this Contract; and 3) any other documents referenced in this Contract or incorporated into this Contract by reference.
11. **Assignment Restricted.** This Contract may only be assigned by a written instrument that is signed by authorized representatives of the parties. Any purported assignment of this Contract that is in violation of this section is void.
12. **Waiver.** A right, remedy, power, privilege or otherwise under this Contract is not waived by a party unless such waiver is in writing and signed by an authorized representative of the party granting the waiver.
13. **Entire Contract.** This Contract, including all attachments, if any, and any other documents referenced in this Contract or incorporated into this Contract by this reference, constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this Contract. Unless otherwise set forth in this Contract, this Contract supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Contract.
14. **Governing Law; Exclusive Jurisdiction.** This Contract is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other party, which arises from or relates in any way to this Contract, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.
15. **Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Contract that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.
16. **Counterparts; Digital Signatures, and Electronically Transmitted Signatures.** If the parties sign this Contract in counterparts, then each signed counterpart will be deemed an original and all signed counterparts together will constitute one contract. If one or more of the parties digitally sign this Contract or if one or more of the parties electronically transmit this Contract with signatures by facsimile or email, then such signatures will have the same force and effect as original signatures.

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

DAVIS COUNTY By: <u></u> Director, Davis County Library Date: <u>6/30/25</u>	BEN LESSER or authorized signer By: <u>Robyn Weber,</u> Operations and Communications Manager Print Name: <u>Robyn Weber</u> Its: <u></u> Date: <u>6/27/25</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:	Brandy Christensen	Provider Phone Number:	801-557-2288
Contact Person:	Brandy Christensen	Contact Email Address:	brandy.starstruck@gmail.com
Provider Address:	4299 W 625 S, West Point, UT 84015	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 specifically agrees to present dance instruction along with live music for participants on the date, time, and location listed below.

Program: Stars, Stripes, & Swing!

Date and Time: Wednesday, September 10, 2025 at 6:30 - 8:30 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.
- D. The Service Provider shall disclose its tax identification or Social Security number to the County before a payment will be made by the County to the Service Provider.
- E. The Service Provider shall pay all federal, state, or local taxes, contributions, assessments, or fees, which may be based on, or become due and owing, as a result of payments made by the County to the Service Provider under this Contract.
- F. The Service Provider shall pay any and all subcontractors, material providers, or any other individual who, or entity that, provides services, personnel, materials, equipment, or otherwise to, or at the request of, the Service Provider and relating to this Contract.

3. **Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate at the end of the program, September 10, 2025, 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

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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

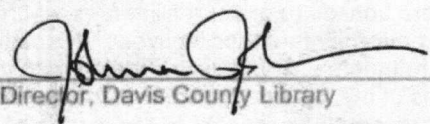
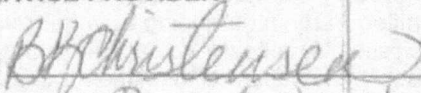
If to Service Provider:
Brandy Christensen
4299 W 625 S
West Point, UT 84015
brandy.starstruck@gmail.com

8. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** The Service Provider shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Service Provider or the Service Provider's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Contract. The Service Provider's compliance with any provision of this Contract to obtain or maintain insurance shall not waive or limit the Service Provider's obligations

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

9. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of Davis County, and, thus, have no right to and shall not be provided with any Davis County benefits.
10. **Inconsistencies.** The following order of precedence governs and controls any inconsistencies between this Contract, any attachments to this Contract, and any other documents referenced in this Contract or incorporated into this Contract by reference: 1) this Contract; 2) any attachments to this Contract; and 3) any other documents referenced in this Contract or incorporated into this Contract by reference.
11. **Assignment Restricted.** This Contract may only be assigned by a written instrument that is signed by authorized representatives of the parties. Any purported assignment of this Contract that is in violation of this section is void.
12. **Waiver.** A right, remedy, power, privilege or otherwise under this Contract is not waived by a party unless such waiver is in writing and signed by an authorized representative of the party granting the waiver.
13. **Entire Contract.** This Contract, including all attachments, if any, and any other documents referenced in this Contract or incorporated into this Contract by this reference, constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this Contract. Unless otherwise set forth in this Contract, this Contract supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Contract.
14. **Governing Law; Exclusive Jurisdiction.** This Contract is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other party, which arises from or relates in any way to this Contract, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.
15. **Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Contract that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.
16. **Counterparts; Digital Signatures, and Electronically Transmitted Signatures.** If the parties sign this Contract in counterparts, then each signed counterpart will be deemed an original and all signed counterparts together will constitute one contract. If one or more of the parties digitally sign this Contract or if one or more of the parties electronically transmit this Contract with signatures by facsimile or email, then such signatures will have the same force and effect as original signatures.

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

DAVIS COUNTY	SERVICE PROVIDER
By:  Director, Davis County Library	By:  Print Name: <u>Brandy K. Christensen</u>
Date: <u>7/3/25</u>	Its: _____ Date: <u>7/2/2025</u>

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DAVIS COUNTY LIBRARY PROGRAM CONTRACT

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

Presenter: Contact: Address:	Syracuse Jazz Band Daphne Lynch 2067 W 1275 S, Syracuse, UT 84075	Phone:	385-321-7175
		Email:	d.a.lynch21@gmail.com
		Performance Type:	Entertainment

Recitals

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

The parties therefore agree as follows:

1. Scope of Services. Service Provider agrees to participate in the County's efforts to provide entertaining programs for its patrons by presenting approximately ninety minutes of jazz music for instruction time and for participation. Service Provider agrees to present one program on the following date and at the following location:

Program: Stars, Stripes, & Swing!
Date/Time: Wednesday, September 10, 2025 at 6:30 - 8:30 pm
Location: Syracuse Branch Library, 1875 S. 2000 W., Syracuse, 801-451-1850

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

2. No Compensation

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

3. Notice of Cancellation of Performance

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

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

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

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

5. Indemnification Defense, Hold Harmless, Waiver, and Release. The Service Provider shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Service Provider or the Service Provider's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Contract. The Service Provider's compliance with any provision of this Contract to obtain or maintain insurance shall not waive or limit the Service Provider's obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.

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

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

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

9. Severability. If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Contract that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.

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

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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:  Director, Davis County Library System Date: <u>7/3/35</u>	SERVICE PROVIDER By: _____ Print Name: _____ Its: _____ Date: _____
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Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Library
Presenter: Matt Goff, Deputy Director
Agenda Item: Approval of an Addendum to Contract #2021-0455 with Innovative Interfaces, Inc for Vega Interact Short Message Service (SMS)

Financial Information:

- Type: Payable
- Amount: \$45,100.00

Terms:

- Beginning Date: 07/01/2025
- Ending Date: 06/30/2028

Additional Financial Terms:

- GL Account Number: 2310580 555265
- Davis County Match: No
- Additional Financial Information: One-time implementation fee of \$2,500.00, plus \$14,200.00 a year for three years.

Attachments:

1. Davis County Polaris SMS 4_13_25__-Innovative Order Form_2025-05-22
2. Clarivate-Terms-v3.2-March-2024-EN

2025-682

Submitted by: Jennifer Tankersley, Confidential Admin Ast. Library
Requested meeting date: 7/1/2025



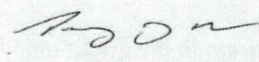
Innovative Interfaces Incorporated ("Clarivate")

789 E. Eisenhower Parkway

Ann Arbor, MI 48108

Order Form:

By signing this Order Form ("Order") you agree to order the Services and /or license the Products subject to the Agreement described below and you certify that you are authorized to enter into this Agreement on behalf of the Client effective as of the date of the last signature below.

Client: Davis County Library	
Authorization by Client:	Authorization by: Innovative Interfaces Incorporated
Signature: <u></u> Lorene Kamalu (Jul 1, 2025 11:25 MDT)	Signature: <u></u>
Duly Authorized Signature	
Name: <u>Lorene Kamalu</u>	Name: <u>Tim McGee</u>
Title: <u>Chair, Commission</u>	Title: <u>VP, Sales Operations</u>
Date Signed: <u></u> Brian McKenzie (Jul 1, 2025 15:19 MDT)	Date Signed: <u>May 22, 2025</u>

Attest:

Brian McKenzie

Davis County Clerk

Q-00800687

Products (Annually Recurring):

Name	Description	Start Date	Contract Term (months)
Polaris SMS (Out and In)	Bundle - Polaris SMS (Out and In)	Upon completion.	36
	Polaris SMS (Out and In)		
Total Price for Year 1: 14,200.00 USD			

Services (One Time):

Name	Description
Polaris SMS (Out and In) Implementation	Polaris SMS (Out and In) Implementation
(Subs Service)	Polaris SMS (Out and In) Implementation
Total Price: 2,500.00 USD	

- Start Date for new product(s) being purchased will commence following implementation.
- Statement of Work is attached for Services Orders.
- Payment terms are Net 30. If applicable, fees will be co-termed to align your billing to the same term.

Renewal Term:

For annually recurring products it will auto renew for consecutive 12-month terms following the expiration of the overall contract term as set out above ("Initial Term") unless either party provides at least ninety (90) days' notice of nonrenewal before the end of the then current term. Annual subscription fees may be increased each calendar year by up to 5%.

Product Terms:

GOVERNING LAW & JURISDICTION: State of Delaware

GOVERNING TERMS: The products and services set forth herein are governed by the terms found at <https://clarivate.com/terms-of-business> for:

- The Clarivate Terms;
- The Product/Service Terms for Innovative; and
- If applicable, the Innovative Subscription and Perpetual Software Subscriptions Operational Terms

Additional Information:**Vega Interact SMS**

Taxes: Except to the extent that you are tax-exempt as to the tax in question, Client will pay all sales, use and other taxes imposed by any applicable laws and regulations as a result of the payments under this agreement, including but not limited to: Canadian Goods and Services Tax ("GST"), Canadian Harmonized Sales Tax ("HST"), Canadian Provincial Sales Tax ("PST") and/or other transaction tax (Collectively "Excise Tax"). When applicable, these tax amounts will be reflected on invoices to Client.

Legal Notice Information

Client Entity: **Davis County Library**

Client Legal Address: 38 S 100 E Farmington UT United States 84025

Billing Information:

Please review your billing address to ensure its accuracy.

Davis County Library

38 S 100 E Farmington UT United States 84025

Electronic Invoice Recipient(s):

If your subscribing institution requires the use of Purchase Orders, please indicate below.

Purchase Order #: N/A

Billing Information Notes

Invoices will be emailed to the bill to-contact and renewals will be emailed to the ship-to-contact. If your institution is unable to accept electronic invoices, please check this box: ☐

Shipping Information:

Please confirm the shipping address is accurate.

Davis County Library

38 S 100 E Farmington UT United States 84025

Electronic Renewal Recipient(s):

Tax Registration Number #

If tax exempt, please include copy of supporting documentation with signed agreement or email a copy to tax.certificates@clarivate.com



Statement of Work

This Statement of Work (the "SOW"), dated May 22, 2025, is entered into pursuant to the Order Form between Davis County Library (the "Client") and Innovative Interfaces Incorporated ("Innovative"), effective as of May 22, 2025 (the "Agreement"). Innovative and the Client may each be referred to as "Party" from time to time or collectively as "Parties".

A. Purpose of this Statement of Work

This SOW provides an overview of the scope of the project and fees to complete the engagement based on Innovative's prior experience with similar projects and preliminary discussions with the Client. The Client hereby acknowledges that the SOW is not meant to capture all detailed requirements but documents the high-level requirements and implementation approach discussed and that additional detailed requirements discussions will be required to outline the full scope of work between the Parties.

B. Project Scope of Services

The scope of the project includes the following professional services:

Innovative will perform the installation and implementation of Polaris SMS Alerts functionality for the Client.

Services to be performed include:

- Project management for the installation and configuration of SMS, including project scheduling, project risk management and mitigation, liaison with the Client, provisioning and coordination of Innovative resources, and ensuring tracking and timely completion of project tasks.
- Product profiling and configuration, including consultation with the Client on desired configuration points, and entry and verification of profile and configuration.
- System engineering, including software installation, ensuring correct integration with the Polaris integrated library system software, upgrade and reconfiguration of any installed Polaris components upon which the SMS product depends, and technical liaison with the Client.
- Testing of the SMS software, with the assistance of the Client, to ensure that it is functioning as designed.

C. Innovative Services Team

The Services Team will have the following resources available for this project:

1. System Engineer: The System Engineer(s) shall work with the Client on software setup and configuration as well as installations, network connections, and infrastructure configuration.
2. Project Manager: The Project Manager is assigned to provide project management, resource management, risk mitigation and issue management. The Project Manager is the single point of contact throughout the implementation to coordinate work plans, schedules, and teams' work. The Project Manager will manage day-to-day operational aspects and ensure deliverables are made in a timely manner and according to the mutually agreed project plan.

D. Client Implementation Team

1. Librarian Lead – Works closely with the Consultant to ensure requirements are complete and representative of the needs of the Library. The Librarian Lead will coordinate with key members of the team as required.
2. Technical Lead – Will be responsible for assisting with client responsibilities related to system-level duties required by the Client.

E. Implementation Assumptions

1. During and after implementation of SMS, the Client may identify software defects, or additional desired functional requirements. The Client shall be responsible for working within Innovative's normal established support and enhancement request processes to report issues or provide input on additional desired functional requirements.
2. The Client must provide the SMS configuration and profiling information. The Client will use settings which are closest to what they currently have in place with their existing notification system. The Polaris SMS configuration and profiling information can be summarized as:
 - i. Confirmation of which notices the Library will export for SMS.
 - ii. Complete text for each SMS message that will be used. Up to 100 individual branch Hold Pickup messages may be configured within the scope of this SOW. Any branches added after completion of Services will be subject to a new SOW. Changes to messages after configuration may incur additional charges. For example, "You may pick up %%count%% book(s) at %%branch%% until %%date%%."
 - iii. The Client must allow outbound FTP (for transmission of the notice files) and inbound PAPI connections (for posting notices to the database).
 - iv. Any additional information necessary to complete installation and implementation.

F. Fees and Payment Terms

Fees for Services delivered under this SOW will be charged on a fixed price basis as set forth in the attached Order Form, herewith, and are made in good faith based on the activities, approach, and assumptions contained within this SOW. Payment terms for this SOW are as set forth in the Agreement. Any additional Change Requests will be performed at a blended rate of \$200 per hour for all resources. Additionally, the Client is responsible for all reasonable out-of-pocket costs and expenses incurred during execution of this SOW. Pricing assumes that deliverables in this Statement of Work are completed within six (6) months or additional Services fees will apply.



Clarivate Terms

These Terms govern your use of the Clarivate products, services, and other deliverables ("**Products**") that you install or access through our platform(s) or website(s), or are otherwise identified in your order form, statement of work, quotation or other ordering document (each referred to as an "**Order**"). "**We**", "**our**" and "**Clarivate**" means the Clarivate entity identified in the Order; "**you**" and "**your**" means the Client entity identified in the Order.

The Order, any product/service specific terms and conditions and other applicable documents referenced in the Order or these Terms, as updated by Clarivate from time to time, constitute the complete agreement between us ("**Agreement**"), and supersede any prior discussions or representations regarding your Order, unless fraudulent. Other terms and conditions you seek to incorporate in any purchase order or otherwise, even where such document is signed by Clarivate as a courtesy, are excluded, and your use of the Products confirms your acceptance of these Terms. Your continued access, renewal, payment and/or use of the Products constitute your acknowledgment and acceptance of the latest version of these Terms.

1. Our Products and Services

(a) Orders. Your Order identifies the Products, quantities, relevant license and restrictions, fees and charges, permitted users ("**Authorized Users**") and other relevant details of your Order.

(b) Intellectual Property. Together with our licensors, we retain all ownership of and all rights in the Products (including any underlying software, data models, databases or data sets), any pre-existing codes, content, methodologies, templates, tools or other materials used in performing services, and any configurations, modifications or derivatives thereto (collectively "**Clarivate IP**"). Clarivate IP constitutes our valuable intellectual property, confidential information and trade secrets, and you may only use it as expressly permitted in the Agreement. You must promptly notify Clarivate if you become aware of any unauthorized use of Clarivate IP.

(c) Compliance. Clarivate and you shall act at all times in accordance with the laws, rules, regulations, export controls and economic sanctions as they apply to such party in connection with its obligations under the Agreement ("**Applicable Laws**").

(d) Updates. The Products change from time to time. If we fundamentally change the Products in a way which materially impairs your usage of the Products, you may terminate the affected Products on written notice no later than 30 days after the change.

(e) Passwords. Your access to certain Products may require authentication (e.g. a password). Sharing passwords or facilitating access to unauthorized users is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that Clarivate IP is secure and inaccessible to unauthorized persons.

(f) Usage information. We may collect information related to your use of our Products. We may use this information for legitimate business reasons including without limitation to recommend products, services or functionality that may interest users, to test and improve our Products and to protect and enforce our rights under the Agreement, and may pass this information to our third party providers for the same purposes.

(g) Feedback and knowledge. Where you provide any comments, recommendation, suggestion or ideas, or any other feedback related to Clarivate IP ("**Feedback**") we may use and exploit such Feedback without restriction or obligation to you and you will not obtain any rights in Clarivate IP. We may freely use our general knowledge, skills and experience, and any ideas, concepts, processes, know-how and techniques developed by Clarivate while providing any Products (including professional services), provided we do not use your confidential or other proprietary information.

(h) Documentation. You may print or download PDF copies of user guides, online help, release notes, training materials and other documentation provided or made available within the Products or published online, as updated from time to time ("**Documentation**") for your internal use with the Products, provided all copyright or proprietary rights notices are retained.

(i) Third party providers. The Products may include data, software and services from third parties. Some third party providers require Clarivate to pass additional terms through to you, and you must comply with these additional terms as applicable. The third party providers change their terms occasionally and new third party providers are added from



time to time. To see the current third party additional terms that apply to your use of our Products visit <https://clarivate.com/legal-center/terms-of-business/third-party-terms/>

2. Your Obligations

(a) Limited license. You may only use the Products in accordance with the applicable license set out in Sections 3 to 6, the relevant product/service terms referenced on the Order, and the Documentation. You are responsible for all acts or omissions of your users in connection with the Products, and ensuring users comply with these terms.

(b) Your content. You retain ownership of your pre-existing content, data and materials that you provide to us, or use with the Products ("**Content**"). You hereby grant Clarivate a license to use your Content as required by Clarivate to provide you with the Products (including right to sublicense the same to our subcontractors, as required). You must (i) ensure your Content does not infringe third party rights or any Applicable Laws; and (ii) notify Clarivate in advance before transmitting to us, and clearly mark, any of your Content that contains restricted data, including the jurisdiction and classification under applicable export control laws. Restricted data may include any information, data, or source code that is on an export controls list or equivalent list of any applicable jurisdiction or that is related to weapons, military/defense, intelligence, or law enforcement; aerospace or subsea technologies; cryptography, encryption, or cybersecurity tools; advanced or cutting-edge items or technologies; or items that could pose a danger to health or safety. Unless your Order includes backup services, we disclaim all responsibility for backing up your Content.

(c) General obligations. You must (i) ensure we have up-to-date contact and billing information for your Order; (ii) provide detailed, accurate and sufficiently complete information, specifications and instructions in a timely manner; (iii) ensure you are permitted to allow Clarivate to use and modify your equipment, systems, software and Content, as required to provide the Products; (iv) maintain then-current minimum technical requirements to access the Products, as applicable; and (v) perform any additional obligations specified in your Order. If reasonably requested, you must make authorized personnel available to agree on the impact of any failure or delay by you to comply with these requirements, and you must not unreasonably withhold or delay your consent to any consequential changes to the Agreement.

(d) Third-party technology. You may only integrate our software with, or access our data from, third-party software, systems, platforms or products ("**Third Party Technology**") as permitted by the Agreement. You are responsible for procuring, maintaining and complying with any necessary license for the Third Party Technology (which is independent of the Agreement and your license to the Products).

(e) Restrictions. You must not (i) introduce any malicious software into Clarivate IP or network; (ii) run or install any computer software or hardware on the Products or network; (iii) scrape data from the Products; or (iv) disable or bypass any functionality or restrictions within the Products.

(f) Artificial Intelligence. Unless expressly permitted under a mutually agreed Artificial Intelligence Addendum or other written agreement with us, you must not use and access the underlying Clarivate proprietary data from the Products: (i) with any of your technology platforms or systems, in a manner which includes or involves your application of artificial intelligence, such as generative artificial intelligence, machine learning, algorithms or language models ("**AI Technologies**"); or (ii) to generate any content, such as code, languages, software, services, text, voice, audio, graphics, illustrations, workflows, images, videos or other outputs, in any form or media.

(g) Limitations. Unless expressly permitted elsewhere in the Agreement, you may use the Products for your internal use only and shall not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, transform, reverse engineer, benchmark, frame, mirror, translate or transfer Clarivate IP in whole or in part, or as a component of any other product, service or material; (ii) create a derivative database or otherwise access and use Clarivate IP to create any derivative works, services or products (including tools, algorithms or models) that compete with or provide a substitute for a product offered by Clarivate or its third party providers; (iii) perform penetration testing; (iv) perform any text or data mining or indexing of the Products or any underlying data (v) use the Products or underlying data in conjunction with any third-party technology or (iv) allow any third parties or unauthorized users to access, use or benefit from Clarivate IP in any way whatsoever. For the avoidance of doubt, the exercise of legal rights that cannot be limited by agreement under applicable laws is not precluded.

(h) Your Responsibilities. You are responsible for any violation of Applicable Laws or regulation, or violation of our or any third party rights (including unauthorized use) related to (i) your Content or your instructions to us; (ii) your



combination or modification of Clarivate IP, or use with any other materials; (iii) your failure to install updates we have provided to you; or (iv) your breach of the Agreement. You are also responsible for Claims brought by third parties receiving the benefit of the Products through you. If you use the Products in breach of Sections 2 (e) or (f) you must delete or destroy any infringing material on our request. You must reimburse Clarivate if we incur costs or suffer losses in the circumstances set out in this Section.

3. Information Services

(a) Definition. “**Information Services**” means a product providing data, metadata, metrics, charts, graphs, literature or other information in any form (collectively “**Licensed Information**”), including via a Clarivate-provided tool, algorithm, process, web platform, an API, a datafeed, custom dataset or syndicated report.

(b) License. Your Authorized Users may use the Information Service solely for internal analysis and research purposes. Where an Information Service is available via a Clarivate-provided web platform, subject to the Product functionality, Authorized Users may view, download and print reasonable amounts of the Licensed Information for their own individual use. We determine a “reasonable amount” of Licensed Information by comparing user activity against the average activity rates for all other users of the same product.

(c) Distribution. Authorized Users may on an infrequent, irregular and ad hoc basis, distribute limited extracts of the Licensed Information internally to non-authorized users as incidental samples or for illustrative or demonstration purposes in reports or other documentation created in the ordinary course of their role. We determine a ‘limited extract’ as an amount of Licensed Information that has no independent commercial value and could not be used as a substitute for any service or product (or a substantial part of it) provided by us, our affiliates or third party providers. Licensed Information may also be distributed: (i) amongst Authorized Users; (ii) to government and regulatory authorities investigating you, if specifically requested; (iii) to persons acting on your behalf, to the extent required to provide legal or financial advice to you, and (iv) to third parties upon execution of a written agreement between Clarivate and the third party. You are responsible for ensuring use by such persons complies with the terms of this Agreement. For clarity, consent is not required for hosting services which host our Licensed Information solely on your behalf; provided, however that such third party shall in no way access or use the data for any purpose.

(d) Attribution and representation. Where users quote and excerpt Licensed Information in their work as permitted by the Agreement, they must appropriately cite and credit Clarivate as the source. Attribution to Clarivate and use of the Licensed Information must not categorize or identify Clarivate as an ‘expert’ in any context and to ensure Licensed Information is not misrepresented or taken out of context. Without our prior written consent, the Licensed Information shall not be filed with any securities authorities.

4. Installed Software

(a) Definition. “**Installed Software**” means software which is downloaded to or implemented on your servers.

(b) License. You may install Installed Software only for your internal user. Software licenses do not include updates (bug fixes, patches, maintenance releases), upgrades (releases or versions that include new features or additional functionality), APIs or Professional Services unless expressly stated in the Order. Your Order details your permitted installations, users, locations, the specified operating environment and other permissions and restrictions. You may use Installed Software in object code only. You are responsible for backups and may only make necessary copies of the Installed Software for such purposes.

(c) Delivery. Unless stated otherwise in your Order, we deliver Installed Software by making it available for download. You may first need to provide Clarivate with certain identifying information about your system administrator and you may be required to confirm availability or installation of our software.

(d) Acceptance. Unless set forth otherwise in an Order, when you download Installed Software and Documentation, you are accepting it for use in accordance with the Agreement.

5. Hosted Software

(a) Definition. “**Hosted Software**” means our software applications made available to you via the internet.

(b) License. You may use our Hosted Software only for your internal use. Your Order details your Authorized Users, locations and other permissions and restrictions. Software licenses do not include updates (bug fixes, patches,



maintenance releases) or upgrades (releases or versions that include new features or additional functionality), unless you are on a multi-tenant solution or where you have purchased maintenance including such services.

(c) Delivery. We deliver our Hosted Software by providing you with online access to it. Unless set forth otherwise in an Order, when you access our Hosted Software, you are accepting it for use in accordance with the Agreement.

(d) Content. You grant Clarivate permission to use, store and process your Content. Access and use of your Content by us, our employees and contractors to the extent necessary to deliver the Hosted Software, including training, research assistance, technical support and other services. We will not disclose your Content except to support the Hosted Software, unless required by Applicable Laws (when we will use our reasonable efforts to provide notice to you). We may delete or disable your Content if required under Applicable Laws or where such Content violates the Agreement (and we will use our reasonable efforts to provide notice to you of such action). You may export your Content prior to termination or, where Content cannot be exported and is accessible by us, we may, at your cost and upon execution of an Order for such services, provide you with a copy of such Content.

(e) Security. We will inform you in accordance with Applicable Laws if we become aware of any unauthorized third party access to your Content and will use reasonable efforts to remedy identified security vulnerabilities. Our Hosted Software is designed to protect your Content, however, unless set forth otherwise in your Order, you are responsible for maintaining backups of your Content. If your Content is lost or damaged due to our breach, we will assist you in restoring your Content to the Hosted Software from your last available back up copy.

6. Professional Services

(a) Definition. “Professional Services” means any professional services, including but not limited to implementation, customization, configuration, transition services, administrative services, consulting services, screening, search and analytics services, and watch services to be provided by Clarivate.

(b) License. Unless otherwise set out in the Order, you will own the deliverables set out in the Order, provided that (i) we retain all intellectual property rights in and to the Clarivate IP and you receive a license to use the Clarivate IP solely to the extent necessary to utilize the deliverables for your internal use; and (ii) if the deliverables include any configurations or modifications to our pre-existing products (including but not limited to implementation services and custom datasets) we retain all intellectual property rights in and to such deliverables, and you receive a license to use them in the same way as you are licensed to use the relevant Product. You agree deliverables are deemed accepted upon delivery unless agreed otherwise in an Order.

(c) Changes. Either of us may make written (including email) requests to change any aspect of the Professional Services, provided that no change will take effect unless and until we have each signed a formal change order setting out the impact of the change and any consequential changes required to the Agreement. Neither of us will unreasonably withhold our agreement to a change.

(d) Access. As required for Clarivate to perform the relevant Professional Services, you must provide reasonable access to your sites, equipment and systems and ensure the health and safety of our personnel on your premises and full cooperation from your qualified and experienced personnel as reasonably required. We will take reasonable steps to ensure that while on your site our personnel comply with reasonable security, health and safety and confidentiality requirements that are notified to Clarivate in advance.

7. APIs and Data Feeds

(a) Information Services. Where we make Licensed Information available to you via API or a data feed, the Information Service terms (Section 3 above) apply to the data you receive. You must ensure that the Licensed Information remains behind your firewall and is only accessible to your Authorized Users. If we deliver Licensed Information via a data feed, you are responsible for loading and maintaining Licensed Information in a timely manner into your data stores. If we make an API available to you, you may use our APIs to query the applicable Information Service and display Licensed Information to Authorized Users within your own technology systems. Clarivate approved accreditations must remain visible at all times.



(b) **Software.** Clarivate may make APIs available to you to configure our Hosted Software and Installed Software (collectively “**Software**”) or otherwise allow our Software to interoperate with third-party programs or services (“**Client Configurations**”). Such APIs may only be used with the associated Software and in accordance with the applicable Documentation and/or terms of use. We disclaim all liability for Client Configurations.

(c) **Keys.** Our API and data feed keys must not be: (i) shared in any way; (ii) used for multiple interfaces; or (iii) used in any way that mimics any material functionality of any Products developed or marketed by Clarivate, or would reasonably be deemed competitive to any Products offered by Clarivate, our affiliates or third party providers. You must demonstrate interfaced systems if reasonably requested by us.

8. Charges

(a) **Payment and taxes.** You must pay our charges and reasonable expenses, together with any applicable taxes, without deduction within 30 days of the date of invoice, unless otherwise provided on your Order. Payment must be in the currency stated on your Order. We may levy a service charge of 1% per month or the highest lawful interest rate (whichever is lower) for late payment plus our reasonable collection costs, including attorneys’ fees. Our fees are exclusive of tax, and shall be paid by you free and clear of all deductions or withholdings provided, if you are required by law to deduct or withhold you will be responsible for paying to Clarivate such additional amount as will, after such deduction or withholding has been made, leave Clarivate with the same amount as we would have been entitled to receive in the absence of any such requirement to make a deduction or withholding. Invoice disputes must be notified in writing to Clarivate within 15 days. Once resolved, payment of disputed invoices will be due immediately.

(b) **Changes.** We may change the charges for the Products with effect from the start of each renewal term by giving you at least 60 days’ written notice. If we believe your creditworthiness has deteriorated we may require full or partial payment before the continued performance of services. If you receive an electronic request to change our banking account number, you should contact our Treasury Department.

(c) **Increases in usage.** If your Order includes limits on usage, you must pay additional charges if you exceed those limits, based on the rates specified on the Order or our current standard pricing, whichever is greater. If you have enterprise wide or site wide access set out in your Order, our charges are established based on the size of your organization, anticipated number of users, site locations and population served as at the date of the Order, and if any one or a combination of these elements materially increases (e.g. if you acquire a new affiliate), we reserve the right to vary the charges.

9. Privacy

Each of us will at all times collect, disclose, store or otherwise process personal data in accordance with the EU General Data Protection Regulation (EU GDPR), UK General Data Protection Regulation (UK GDPR), UK Data Protection Act 2018, and other applicable laws relating to the use of personal data relating to individuals (“**Data Privacy Laws**”), including without limitation any laws relating to individual rights and cross-border transfers. At all times, we will treat personal data in accordance with our [Privacy Notice](#), which is incorporated by reference into these Terms. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any investigation, claim, allegation, action, suit, proceeding or litigation with respect to an alleged breach of Data Privacy Laws in relation to activities under the Agreement. Each of us will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the personal data. You may not, use personal data included in the Products (to the extent such data was not provided by you or collected by Clarivate on your behalf) to send bulk or mass emails or email blasts; to publish or distribute any advertising or promotional material; or to otherwise use such data in a manner that is prohibited by applicable law. You may not, for any purpose whatsoever, process (nor allow to be processed) any personal data that is within the Products (to the extent such data was not provided by you or collected by Clarivate on your behalf) in any AI Technologies. You acknowledge that you are responsible for your own compliance with Data Privacy Laws, including, where applicable, determining your legal grounds for processing such data. If we process personal data as a processor on your behalf, the terms of the data processing addendum at <https://clarivate.com/terms-of-business> are



hereby incorporated by reference. 'Data controller', 'personal data' and 'process' will have the meaning given in the EU GDPR or the data processing addendum, where applicable.

10. Confidentiality

Each of us will (i) use industry standard administrative, physical and technical safeguards to protect the other's confidential information; (ii) only use the confidential information of the other for purposes related to the performance of the Agreement (including our provision of the Products); and (ii) not disclose such confidential information to anyone else except to the extent required by Applicable Laws or as necessary to perform, manage or enforce the Agreement (including where we need to share it with our subcontractors). If either of us is required to disclose the confidential information of the other by statute or court order, that party shall notify the other so that an appropriate protective order or other remedy can be obtained, unless the court or government agency prohibits prior notification. Confidential information of each party includes any information marked as confidential, or which a reasonable person would consider as being confidential, including information relating to Clarivate IP (including how it is developed and any underlying models or databases) or pricing, but shall not include information that is or becomes public or known on a non-confidential basis other than through breach of any duty or obligation of confidentiality.

11. Audit

(a) Audit right. Without limiting Clarivate's right to electronically monitor usage of the Products, we or our professional representatives may audit your compliance with the Agreement, on at least 10 business days' notice and during normal business hours, provided that we will not audit more than once in 12 months, unless we reasonably believe you are in breach or we are required to by a third party provider.

(b) Costs. If an audit reveals that you have breached the Agreement, you will pay (i) any underpaid charges; and (ii) the reasonable costs and expenses of undertaking the audit if you have underpaid the charges by more than 5% or if those costs are imposed on Clarivate by a third party provider.

12. Warranties and disclaimers

(a) LIMITED WARRANTY. WE WARRANT THAT (i) WE PROVIDE THE PRODUCTS USING COMMERCIALY REASONABLE SKILL AND CARE; (ii) OUR INSTALLED SOFTWARE WILL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION FOR 90 DAYS AFTER DELIVERY; AND (iii) OUR HOSTED SOFTWARE WILL SUBSTANTIALLY CONFORM TO ITS THEN-CURRENT DOCUMENTATION. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OR DELIVERY OF THE PRODUCTS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, THESE WARRANTIES AND ANY PRODUCT-SPECIFIC WARRANTIES THAT MAY BE INCLUDED IN YOUR ORDER ARE THE EXCLUSIVE WARRANTIES FROM CLARIVATE AND WE DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS, EXPRESS OR IMPLIED, INCLUDING OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.

(b) SOFTWARE. IF WE CANNOT RECTIFY ANY VALID SOFTWARE WARRANTY CLAIM WITHIN A REASONABLE PERIOD YOU MAY CANCEL YOUR LICENSE OF THE AFFECTED SOFTWARE BY WRITTEN NOTICE TO US. WE WILL WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES BASED ON A FIVE (5) YEAR STRAIGHT-LINE DEPRECIATION FROM THE EFFECTIVE DATE OF THE APPLICABLE ORDER FOR THE SOFTWARE.

(c) PROFESSIONAL SERVICES. WE WILL RECTIFY PROFESSIONAL SERVICES IF YOU GIVE US WRITTEN NOTICE OF A VALID WARRANTY CLAIM WITHIN 30 DAYS OF DELIVERY. IF WE CANNOT RECTIFY ANY VALID WARRANTY CLAIM WITHIN A REASONABLE PERIOD WE WILL WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES RELATED TO THE DEFECTIVE SERVICE AND WE MAY TERMINATE THE AFFECTED SERVICES BY WRITTEN NOTICE TO YOU.

(d) NO ADVICE. WE ARE PROVIDING THE PRODUCTS FOR INFORMATIONAL PURPOSES ONLY. WE ARE NOT PROVIDING ANY ADVICE (LEGAL, MEDICAL, CLINICAL, FINANCIAL OR OTHERWISE) BY ALLOWING YOU TO ACCESS AND USE THE PRODUCTS. YOU ARE FULLY RESPONSIBLE FOR YOUR INTERPRETATIONS OF THE PRODUCTS. IF YOU



DESIRE ADVICE, WE ENCOURAGE YOU TO ENGAGE LEGAL, MEDICAL, CLINICAL OR FINANCIAL PROFESSIONALS TO HELP YOU INTERPRET THE PRODUCTS. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY ACTION OR DAMAGES RESULTING FROM ANY DECISIONS YOU (OR ANY OTHER PARTY ACCESSING THE PRODUCTS THROUGH YOU) MAKE IN RELIANCE ON THE PRODUCTS. WE ARE NOT A LAW FIRM OR PROFESSIONAL ADVISOR AND NO ATTORNEY/CLIENT, PHYSICIAN/PATIENT OR OTHER FIDUCIARY OR PROFESSIONAL RELATIONSHIP IS CREATED.

(e) **THIRD PARTY MATERIALS.** WE DO NOT ACCEPT ANY RESPONSIBILITY FOR, AND WILL NOT BE LIABLE FOR CLAIMS ARISING FROM, THIRD PARTY TECHNOLOGY OR ANY THIRD PARTY MATERIALS ACCESSIBLE VIA LINKS IN THE PRODUCTS.

13. Liability

(a) **Unlimited liabilities.** Neither of us excludes or limits liability for (i) fraud, (ii) death or personal injury caused by negligence, (iii) claims for payment or reimbursement or (iv) any other liability, including gross negligence, where not permitted to do so under Applicable Laws and nothing in the Agreement shall be interpreted to do so.

(b) **Excluded losses.** Neither of us will be liable for (i) lost profits, lost business, lost revenue, anticipated savings, lost data, or lost goodwill; or (ii) any special, incidental or exemplary damages, indirect or consequential losses, or anticipated savings.

(c) **Limitation.** The aggregate liability of each of us (and of any of Clarivate's third party providers) for all claims arising out of or in connection with the Agreement, including for breach of statutory duty, in tort or in negligence (collectively '**Claims**'), will not exceed the amount of any actual direct damages up to the amounts payable in the 12 months prior to the first incident under which liability arose (or where the claim arose in the first 12 months of the Agreement, the amounts that would have been payable in the first 12 months) for the Product that is the subject of the claim.

(d) **Claims.** You may not assign or transfer Claims and you must bring Claims within 12 months of arising.

(e) **No liability.** We will not be responsible for failures, errors or delays that occur because of (i) your or a third party's technology or network; (ii) your actions or inaction (other than proper use of the Product), such as failing to follow the usage instructions or adhering to the minimum recommended technical requirements; (iii) changes you make to the Products; (iv) your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems; (v) your failure to install updates we have provided to you; or (vi) other causes not attributable to us. If we learn that the Product failed because of one of these, we reserve the right to charge you for our work in investigating the failure at our then currently applicable rates. At your request we will assist you in resolving the failure at a fee to be agreed upon.

(f) **Third party intellectual property.** If a third party sues you claiming that a Product as provided by Clarivate infringes their intellectual property rights then, provided your use of such Product has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by us, provided that you (i) promptly notify Clarivate in writing of the claim; (ii) supply information we reasonably request; and (iii) allow Clarivate to control the defense and settlement. We have no liability for Claims to the extent caused by items not provided by us. In relation to liability arising solely from one of our third party providers' data, software or other materials, our liability will be limited to the amount we recover from that third party supplier divided by the number of Claims by our customers, including you.

(g) **Mitigation.** Each of us shall take reasonable steps to limit and mitigate any losses, liability, Claims or other costs it may incur under the Agreement and which it may seek to recover from the other, including under any reimbursement or indemnity. Further, in the event a Product infringes or may infringe a third party's intellectual property rights we may, at our expense and option: (a) replace or modify the Product to make it non-infringing, while maintaining equivalent functionality; (b) procure the right for you to continue using the Product pursuant to this Agreement; or (c) terminate the Product and provide you a refund on a pro-rata basis.

(h) **Equitable relief.** Each of us agrees that damages may not be a sufficient remedy for any misuse of the others intellectual property, confidential information or trade secrets, and each of us may seek equitable relief (including specific performance and injunctive relief) as a remedy for breach of the Agreement.



14. Term, Termination

(a) Term. The term and any renewal terms for the Products are described in your Order. If either of us does not wish to renew the Products set forth in an Order, in whole or in part, they must provide the other with at least 30 days' written notice before the end of the then current term.

(b) Suspension. We may on written notice suspend or limit your use of the Products or other Clarivate IP, or terminate the Agreement, (i) if required to do so by a third party provider, Applicable Laws, court or regulator; (ii) if you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) if there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement (including payment); or a violation of third party rights or Applicable Laws. Our notice will specify the cause of the suspension or limitation and, as applicable, the actions you must take to reinstate the Product. If you do not take the actions or the cause cannot be remedied within 30 days, we may terminate the Agreement. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

(c) Termination. We may terminate the Agreement, in whole or in part, in relation to a Product which is being discontinued, on 90 days' written notice. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and (if capable of remedy) fails to cure the material breach within 30 days of being notified to do so. Unless we terminate for breach or insolvency, fees will be due for all Products provided through the termination date and any pre-paid charges will be refunded on a pro-rated basis for terminations in accordance with the Agreement. Transition assistance may be provided upon the execution of an Order for such services.

(d) Effect of termination. Except to the extent we have agreed otherwise, upon termination, all your licenses and usage rights granted end immediately and you must permanently uninstall, expunge, delete or destroy the Products and Clarivate IP (including any copies thereof) in your or any third party's control or possession and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Clarivate any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

15. Force majeure

Other than payment obligations, neither of us shall be liable for any failure or delay in performance due to causes that cannot be reasonably controlled by that relevant party, such as (but not limited to) acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

16. Third party rights

Our affiliates and third party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

17. General

(a) Assignment. You may not assign or transfer the Agreement to anyone else without our prior written consent. We will provide you with written notice if we assign or transfer the Agreement, in whole or in part, as part of our business reorganization, which we may do provided the Products will not be adversely affected.

(b) Marketing. We may refer to you as a customer and use your trade names, trademarks, service marks, logos, domain names and other brand features in our marketing materials, customer lists, presentations and related materials.

(c) Amendment. We may amend the Agreement from time to time, with such changes being effective upon renewal.

(d) Enforceability. The Agreement will always be deemed modified to the minimum extent necessary for it to be enforceable, unless modification fundamentally changes the Agreement.



(e) Non-solicitation. Clarivate is an independent contractor. You must not directly or indirectly solicit or recruit or attempt to solicit or recruit for employment or engagement any personnel of Clarivate during the term and for 12 months thereafter. Employment resulting from a general public advertisement or search engagement not specifically targeted at the relevant personnel is not precluded.

(f) Performance. We may perform some or all of our obligations from any of our offices globally or through any of our affiliates or third parties. Such affiliates and third parties are obligated to confidentiality obligations and we remain responsible for their performance.

(g) Headings and summaries. Headings and summaries shall not affect the interpretation of the Agreement.

(h) Waiver. Neither of us waives our rights or remedies by delay or inaction.

(i) Governing law and jurisdiction. If a dispute arises related to this Agreement or an Order, Clarivate and you agree to meet to try and resolve it before commencing any legal proceedings. Should such resolution attempts fail, each of us agrees that any Claim arising out of or in connection with the Agreement (including its formation) is subject to the exclusive governing law and exclusive jurisdiction specified in the Order. BOTH YOU AND CLARIVATE EXPRESSLY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL IN THE EVENT ANY ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT IS LITIGATED OR HEARD IN ANY COURT.

(j) Precedence. In the event of any conflict within the Agreement, the descending order of precedence is: the Order; the referenced documents (including any specific product/service terms); the remaining terms and conditions of this Agreement.

(k) Notices. Notices for Clarivate must be directed to contract.admin@clarivate.com. Notices for you will be directed to the Client entity and address identified in the Order. Each of us may update our notice information upon prior written notice to the other.

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