



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 February 12, 2026.

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

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

WELCOME

1. **#2026-157. Welcome Aaron Becker to the Davis County Library Board** - *presented by Joshua Johnson, Director, Library*

PUBLIC COMMENTS

3 minute maximum

ACTION ITEMS

2. **#2026-95. Approval of Minutes - January 8th, 2026** - *presented by Joshua Johnson, Director, Library*
3. **#2026-96. Ratification of Expenditures - December 2025** - *presented by Joshua Johnson, Director, Library*
4. **#2026-93. Ratification of Davis County Library Quarterly Donations** - *presented by Joshua Johnson, Director, Library*

Financial Information:

- Type: Receivable
- Amount: \$2758.05

Terms:

- Beginning Date: 10/01/2025
- Ending Date: 12/31/2025

5. **#2026-94. Ratification of Davis County Library Low Dollar Contract Summary** - *presented by Joshua Johnson, Director, Library*

Financial Information:

- Type: Payable
- Amount: \$1,385.00

Terms:

- Beginning Date: 12/1/2025
- Ending Date: 4/11/2026

6. **#2026-100. Ratification of an updated Memorandum of Agreement with Utah State Library for access to the Overdrive Beehive Library Consortium** - *presented by Ellen Peterson, Deputy Director, Library*

Financial Information:

- Type: Payable
- Amount: \$122,654.03

Terms:

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

7. **#2026-127. Ratification of a Grant from the W. Mack and Julia S. Watkins Foundation to the Davis County Library to Support New Books at the Kaysville Branch** - *presented by Joshua Johnson, Director, Library*

Financial Information:

- Type: Receivable
- Amount: \$5,000.00

Terms:

- Beginning Date: 02/03/2026
- Ending Date: 12/31/2026

INFORMATION & DISCUSSION ITEMS

8. **#2025-1230. South End Construction Update** - *presented by Joshua Johnson, Director, Library*

ADJOURNMENT

LIBRARY BOARD MINUTES

Library Board Meeting Minutes Thursday, February 12, 2026

The Davis County Library Board met for their regularly scheduled meeting at 1:00 PM on February 12, 2026, at the Library Headquarters Staff Conference Room.

PRESENT

Ryan Nilsen, Chair
Rosalie Taylor, Vice Chair
Sara Reed, joined electronically
Justin Wright
Jessica Groves
Josh Johnson, Director

GUESTS

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

WELCOME

Ryan Nilsen welcomed the Board and called the meeting to order at 1:04 pm.

1. **#2026-157. Welcome Aaron Becker to the Davis County Library Board** - *presented by Joshua Johnson, Director, Library*

This item was tabled for a future meeting.

PUBLIC COMMENTS

There were no public comments.

ACTION ITEMS

2. **#2026-95. Approval of Minutes - January 8th, 2026** - *presented by Joshua Johnson, Director, Library*

There were no questions about the minutes.

Justin Wright moved to approve the minutes from January 8th, 2026. Rosalie Taylor seconded the motion. The motion was unanimously carried.

3. **#2026-96. Ratification of Expenditures - December 2025** - *presented by Joshua Johnson, Director, Library*

Sara Reed joined the meeting electronically.

Josh presented the expenditures to the Board. He explained that the expenditure document covers all expenditures for December 2025 as well as expenditures that were paid in 2026 against 2025's budget. He told the Board that it covered the expenditures for all of 2025, but revenues will continue to change as residents pay taxes. Ryan Nilsen commented that the payroll line looked good and asked about attrition. Josh explained that there is currently a county-wide hiring freeze as the Commission examines Fund 10, the hiring freeze does apply to the Library even though the Library fund is healthy.

Rosalie Taylor asked when the county audits its finances. Josh told her it's in the summer.

Josh informed the Board that the Library is required to report its budget and statistics to the state by April 15th.

Rosalie Taylor moved to ratify the December 2025 expenditures. Justin Wright seconded the motion. The

motion was unanimously carried.

4. **#2026-93. Ratification of Davis County Library Quarterly Donations** - *presented by Joshua Johnson, Director, Library*

Financial Information:

- Type: Receivable
- Amount: \$2758.05

Terms:

- Beginning Date: 10/01/2025
- Ending Date: 12/31/2025

Josh presented the Quarter 4 Donations to the Board.

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

5. **#2026-94. Ratification of Davis County Library Low Dollar Contract Summary** - *presented by Joshua Johnson, Director, Library*

Financial Information:

- Type: Payable
- Amount: \$1,385.00

Terms:

- Beginning Date: 12/1/2025
- Ending Date: 4/11/2026

Josh presented the Low Dollar Contracts to the Board. Lynnette told the Board that the wrestling program at the Clearfield branch was very successful and received a lot of great feedback. The presenters incorporated wrestling and books into an anti-bullying program. The library is looking at having them return for summer reading.

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

6. **#2026-100. Ratification of an updated Memorandum of Agreement with Utah State Library for access to the Overdrive Beehive Library Consortium** - *presented by Ellen Peterson, Deputy Director, Library*

Financial Information:

- Type: Payable
- Amount: \$122,654.03

Terms:

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

Ellen told the Board that this updated MOA was due to an error in the previous contract. The difference is \$13.64 in the total cost with no other changes.

Rosalie Taylor moved to approve the updated Memorandum of Agreement with the Utah State Library for access to the Overdrive Beehive Library Consortium. Jessica Groves seconded the motion. The motion was unanimously carried.

7. **#2026-127. Ratification of a Grant from the W. Mack and Julia S. Watkins Foundation to the Davis County Library to Support New Books at the Kaysville Branch** - *presented by Joshua Johnson, Director, Library*

Financial Information:

- Type: Receivable
- Amount: \$5,000.00

Terms:

- Beginning Date: 02/03/2026
- Ending Date: 12/31/2026

Josh told the Board that this grant was a welcome surprise as it came unsolicited. The grant of \$5,000.00 was given specifically to be used for new books at the Kaysville library. Rosalie Taylor asked if these books could be loaned out to other branches. Josh said that yes, the books will be housed at the Kaysville library, but will be able to be placed on hold and checked out by all Davis County Library users.

Rosalie Taylor moved to ratify the Grant from the W. Mack and Julia S. Watkins Foundation. Jessica Groves seconded the motion. The motion was unanimously carried.

INFORMATION & DISCUSSION ITEMS

8. #2025-1230. South End Construction Update - presented by Joshua Johnson, Director, Library

Matt informed the Board that the library has been moving books from the Bountiful Branch to all the branches with the help of a box truck. He said that the temporary Bountiful location, or Twig, will have about 25,000 books and the rest have been relocated to other branches. He said that the Facilities Department is now using the box truck to move items to the Twig and to a storage unit.

Rosalie Taylor asked when the opening for the Twig will be. Josh said there will be a soft opening on March 2nd, with a grand opening on March 25th to coincide with some local happenings.

Matt explained that IS has been in the Twig working on setting up WiFi and computers. Lynnette told the Board that Facilities has been hard at work painting, repairing walls, and building a checkout desk. An ADA accessible door will be installed next week.

Lynnette shared that the construction fence will go up around the Bountiful library on February 19th and the asbestos remediation begins on February 23rd. She shared that the project is currently tracking on budget. The only thing that has been cut so far is a skylight above the staircase.

Lynnette shared that a lot of patrons have been interested in receiving the tiles their children created for the children's bathroom. Luckily, the tiles seem to be coming off without an issue.

Justin Wright asked if the Library had approached UTA about notifying the public that the stop for the Library has changed.

Josh told the Board that he was hopeful about the possibility of opening a second Twig location in the North Salt Lake area.

ADJOURNMENT

The Board adjourned at 1:46 pm.

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

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	-8,131,427.03	.00	.00	-1,004,113.97 89.0%*
2310580	411000	REGISTERED PERSONAL	-681,540	-681,540	-524,014.66	.00	.00	-157,525.37 76.9%*
2310580	420000	PRIOR YEARS TAXES	-100,259	-100,259	-133,183.77	.00	.00	32,924.77 132.8%
2310580	420001	PENALTY/INTEREST	0	0	-22,590.83	.00	.00	22,590.83 100.0%
2310580	422101	A&C PENALTY/INTERES	-55,956	-55,956	.00	.00	.00	-55,956.00 .0%*
2310580	452050	PROMOTIONAL SALES	0	0	-6,238.79	.00	.00	6,238.79 100.0%
2310580	460000	FINES & FORFEITURES	-50,000	-50,000	-82,745.82	.00	.00	32,745.82 165.5%
2310580	472300	STATE REIMBURSEMENT	-45,000	-45,000	-49,461.51	.00	.00	4,461.51 109.9%
2310580	472600	FEDERAL GRANTS	-3,000	-3,000	.00	.00	.00	-3,000.00 .0%*
2310580	480000	INTEREST EARNINGS	-114,000	-114,000	-195,433.21	.00	.00	81,433.21 171.4%
2310580	493000	CONTRIBUTION-PRIVAT	0	0	-498.25	.00	.00	498.25 100.0%
2310580	495100	SUNDRY REVENUE	-5,000	-5,000	-13,509.77	.00	.00	8,509.77 270.2%
TOTAL UNDEFINED ROLLUP CODE		-10,190,296	-10,190,296	-9,159,103.64	.00	.00	-1,031,192.39	89.9%
1P580 LIBRARY PAYROLL								
2310580	510110	PAYROLL	5,018,909	5,024,092	4,430,446.91	.00	.00	593,645.16 88.2%
2310580	510111	TRAVEL PAY	16,030	16,030	16,602.54	.00	.00	-572.50 103.6%*
2310580	510115	TAXABLE INCENTIVES	0	0	451.56	.00	.00	-451.56 100.0%*
2310580	510117	OVERTIME	0	0	172.79	.00	.00	-172.79 100.0%*
2310580	520130	BENEFITS	0	0	357.07	.00	.00	-357.07 100.0%*
2310580	520131	PAYROLL TAXES	385,468	385,468	344,458.32	.00	.00	41,009.54 89.4%
2310580	520132	WORKERS COMP	9,424	9,424	5,969.25	.00	.00	3,454.98 63.3%
2310580	520133	INSURANCE	576,658	576,658	559,314.35	.00	.00	17,343.46 97.0%
2310580	520134	RETIREMENT	544,595	544,595	584,464.35	.00	.00	-39,869.11 107.3%*
2310580	520135	COMMUNICATIONS ALLO	3,420	3,420	3,542.45	.00	.00	-122.15 103.6%*
2310580	520136	TERMINATION POOL	0	0	2,281.37	.00	.00	-2,281.37 100.0%*
TOTAL LIBRARY PAYROLL		6,554,505	6,559,688	5,948,060.96	.00	.00	611,626.59	90.7%
20580 LIBRARY OPERATING								
2310580	530225	PROMOTIONAL MATERIA	50,000	50,000	2,420.99	.00	10,000.00	37,579.01 24.8%
2310580	530623	CITIZEN PROGRAMS	53,000	53,000	42,631.71	.00	.00	10,368.29 80.4%
2310580	540210	SUBS & MEMBERSHIPS	4,000	4,000	1,531.00	.00	.00	2,469.00 38.3%

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

ACCOUNTS FOR: 23	LIBRARY SERVICES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2310580	540220	PUBLIC NOTICES	1,000	1,000	.00	.00	1,000.00	.0%
2310580	540250	OPERATING SUPPLIES	45,000	28,000	12,356.76	.00	15,643.24	44.1%
2310580	540271	FOOD BUSINESS	2,500	2,500	.00	.00	2,500.00	.0%
2310580	540272	EMPLOYEE AWARDS	6,000	6,000	4,460.52	.00	1,539.48	74.3%
2310580	540450	UNIFORMS/LINENS	3,500	3,500	2,861.09	.00	638.91	81.7%
2310580	540610	MISC SUPPLIES	18,000	18,000	6,672.13	.00	11,327.87	37.1%
2310580	540612	BOOKS AND MATERIALS	1,000,000	1,000,000	999,544.46	.00	455.50	100.0%
2310580	540643	COMPUTER EQUIP	76,900	86,900	83,182.54	.00	3,717.46	95.7%
2310580	540666	CONTINGENCY	7,500	7,500	.00	.00	7,500.00	.0%
2310580	540690	EQUIPMENT	25,000	25,000	2,808.61	.00	22,191.39	11.2%
2310580	540691	SOFTWARE	11,050	11,050	7,860.00	.00	3,190.00	71.1%
2310580	542240	OFFICE SUPPLIES	40,000	50,000	44,388.74	.00	5,611.26	88.8%
2310580	542243	POSTAGE	20,000	27,000	26,689.39	.00	310.61	98.8%
2310580	545536	BANK CHARGES	0	0	1,304.20	.00	-1,304.20	100.0%*
2310580	548230	TRAVEL/EDUC& TRNG	18,000	18,000	12,038.47	.00	5,961.53	66.9%
2310580	548231	MILEAGE/LOCAL TRAVE	4,500	4,500	4,664.17	.00	-164.17	103.6%*
2310580	548330	EDUCATION & TRAININ	3,000	3,000	244.08	.00	2,755.92	8.1%
2310580	550620	MISC SERVICES	25,000	13,000	187.15	.00	12,812.85	1.4%
2310580	555265	SOFTWARE MAINTENANC	128,183	143,183	124,184.50	.00	8,348.50	94.2%
2310580	555266	SOFTWARE SUBSCRIPTI	19,880	19,880	9,235.00	.00	10,645.00	46.5%
2310580	555310	PROF & TECH	37,300	37,300	32,423.17	.00	4,876.83	86.9%
2310580	560252	EQUIP REP/CONTRACTS	500	500	.00	.00	500.00	.0%
2310580	560260	BLDG & GRND MAINT	28,000	13,000	11,175.00	.00	1,825.00	86.0%
2310580	562280	TELEPHONE	4,000	4,000	1,182.36	.00	2,817.64	29.6%
2310580	564253	VEHICLE SERVICE	3,500	3,500	1,682.87	.00	1,817.13	48.1%
2310580	564258	GASOLINE	0	0	2,169.27	.00	-2,169.27	100.0%*
TOTAL LIBRARY OPERATING		1,635,313	1,633,313	1,437,898.18	.00	20,650.04	174,764.78	89.3%
3C580 LIBRARY CAPITAL								
2310580	640740	EQUIPMENT	0	-10,000	.00	.00	-10,000.00	.0%*
2310580	640743	COMPUTER EQUIPMENT	44,000	56,000	40,732.50	.00	15,267.50	72.7%
TOTAL LIBRARY CAPITAL		44,000	46,000	40,732.50	.00	.00	5,267.50	88.5%
4A580 LIBRARY ALLOCATIONS								
2310580	590910	TRANSFER OUT	4,591,600	4,591,600	861,600.00	.00	3,730,000.00	18.8%
2310580	590920	TELEPHONE ALLOCATIO	29,898	29,898	29,898.26	.00	.00	100.0%

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

ACCOUNTS FOR: 23	LIBRARY SERVICES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2310580	590922	EMAIL ALLOCATION	19,980	19,980	19,980.00	.00	.00	100.0%
2310580	590925	SECURITY CAMERA ALL	9,534	9,534	9,534.00	.00	.00	100.0%
2310580	590930	INSURANCE ALLOCATIO	112,753	112,753	112,753.00	.00	.00	100.0%
2310580	590936	WATER ALLOCATION	26,900	26,900	25,222.23	.00	1,677.77	93.8%
2310580	590937	GAS ALLOCATION	31,000	31,000	30,461.87	.00	538.13	98.3%
2310580	590938	ELECTRICITY ALLOCAT	130,000	170,000	159,119.09	.00	10,880.91	93.6%
2310580	590939	CONTRACT ALLOCATION	240,050	265,050	227,009.66	.00	37,058.23	86.0%
2310580	590940	MAINTENANCE ALLOCAT	478,180	478,180	478,180.24	.00	.00	100.0%
2310580	590942	HR ADMIN ALLOCATION	225,920	225,920	225,919.62	.00	.00	100.0%
TOTAL LIBRARY ALLOCATIONS		5,895,815	5,960,815	2,179,677.97	.00	982.19	3,780,155.04	36.6%
TOTAL LIBRARY		3,939,337	4,009,520	447,265.97	.00	21,632.23	3,540,621.52	11.7%
TOTAL LIBRARY SERVICES		3,939,337	4,009,520	447,265.97	.00	21,632.23	3,540,621.52	11.7%
TOTAL REVENUES		-10,190,296	-10,190,296	-9,159,103.64	.00	.00	-1,031,192.39	
TOTAL EXPENSES		14,129,633	14,199,816	9,606,369.61	.00	21,632.23	4,571,813.91	

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	3,939,337	4,009,520	447,265.97	.00	21,632.23	3,540,621.52	11.7%

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

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

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	-180,700.56	.00	.00	39,700.56	128.2%
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	-180,700.56	.00	.00	-3,460,299.44	5.0%
20950 CAP - LIBRARY OPERATING								
4810950 560260	BLDG & GRND MAINT	67,000	67,000	25,328.70	.00	.00	41,671.30	37.8%
	TOTAL CAP - LIBRARY OPERATING	67,000	67,000	25,328.70	.00	.00	41,671.30	37.8%
3C950 CAP - LIBRARY CAPITAL								
4810950 620720	BLDG IMPROVEMENTS	90,000	292,812	119,459.67	.00	.00	173,352.33	40.8%
	TOTAL CAP - LIBRARY CAPITAL	90,000	292,812	119,459.67	.00	.00	173,352.33	40.8%
	TOTAL CAP - LIBRARY	-3,484,000	-3,281,188	-35,912.19	.00	.00	-3,245,275.81	1.1%
	TOTAL LIBRARY CAPITAL PROJECTS	-3,484,000	-3,281,188	-35,912.19	.00	.00	-3,245,275.81	1.1%
	TOTAL REVENUES	-3,641,000	-3,641,000	-180,700.56	.00	.00	-3,460,299.44	
	TOTAL EXPENSES	157,000	359,812	144,788.37	.00	.00	215,023.63	

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	-3,484,000	-3,281,188	-35,912.19	.00	.00	-3,245,275.81	1.1%

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

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

ACCOUNTS FOR: 48	LIBRARY CAPITAL PROJECTS	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
4810952 BOUNTIFUL BRANCH								
4810952 480000	INTEREST EARNINGS	0	0	-87,452.25	.00	.00	87,452.25	100.0%
4810952 492000	BONDS PROCEEDS	-6,000,000	-6,000,000	-6,043,000.00	.00	.00	43,000.00	100.7%
	TOTAL UNDEFINED ROLLUP CODE	-6,000,000	-6,000,000	-6,130,452.25	.00	.00	130,452.25	102.2%
3C751 2024 STAX LIBRARY-SOUTH								
4810952 580800	BOND ISSUANCE COSTS	0	0	42,650.00	.00	.00	-42,650.00	100.0%*
	TOTAL 2024 STAX LIBRARY-SOUTH	0	0	42,650.00	.00	.00	-42,650.00	100.0%
3C952 SOUTH BRANCH - CAPITAL								
4810952 600701	ARCHITECT	529,200	529,200	35,879.00	.00	268,621.00	224,700.00	57.5%
4810952 600702	CONSTRUCTION	5,880,000	5,880,000	17,496.50	.00	20,503.50	5,842,000.00	.6%
4810952 600703	CONTINGENCY	588,000	588,000	1,500.00	.00	.00	586,500.00	.3%
4810952 600704	FFE	766,080	766,080	.00	.00	.00	766,080.00	.0%
	TOTAL SOUTH BRANCH - CAPITAL	7,763,280	7,763,280	54,875.50	.00	289,124.50	7,419,280.00	4.4%
	TOTAL BOUNTIFUL BRANCH	1,763,280	1,763,280	-6,032,926.75	.00	289,124.50	7,507,082.25	-325.7%
	TOTAL LIBRARY CAPITAL PROJECTS	1,763,280	1,763,280	-6,032,926.75	.00	289,124.50	7,507,082.25	-325.7%
	TOTAL REVENUES	-6,000,000	-6,000,000	-6,130,452.25	.00	.00	130,452.25	
	TOTAL EXPENSES	7,763,280	7,763,280	97,525.50	.00	289,124.50	7,376,630.00	

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	1,763,280	1,763,280	-6,032,926.75	.00	289,124.50	7,507,082.25	-325.7%

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

Library Board
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Library
Presenter: Joshua Johnson, Director
Agenda Item: Ratification of Davis County Library Quarterly Donations
Vendor/Customer Name:

Financial Information:

- Type: Receivable
- Amount: \$2758.05

Terms:

- Beginning Date: 10/01/2025
- Ending Date: 12/31/2025

Additional Financial Terms:

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

Attachments:

1. Library Donation Log

2026-93

Submitted by: Jennifer Tankersley, Confidential Admin Ast. Library
Requested meeting date: 2/12/2026

Davis County Library - Quarterly Donation Log Oct-Dec 2025

Branch	Date	Patron name	Estimated value donation
Kaysville	10/1/2025	Anonymous	\$1.00
Bountiful	10/1/2025	Anonymous	\$2.00
Syracuse	10/2/2025	Anonymous	\$281.25
Bountiful	10/2/2025	Anonymous	\$2.25
Bountiful	10/2/2025	Anonymous	\$7.50
Kaysville	10/2/2025	Anonymous	\$11.90
Centerville	10/2/2025	Anonymous	\$4.75
Kaysville	10/3/2025	Anonymous	\$13.00
Kaysville	10/4/2025	Anonymous	\$6.50
Kaysville	10/4/2025	Anonymous	\$0.25
Layton	10/6/2025	Hulmston	\$62.00
Bountiful	10/6/2025	Anonymous	\$0.25
Layton	10/7/2025	Anonymous	\$8.50
Bountiful	10/7/2025	Anonymous	25 cents
Kaysville	10/7/2025	Cameron Caldwell	\$0.50
Clearfield	10/7/2025	Anonymous	\$55.00
Centerville	10/8/2025	Anonymous	\$1.25
Layton	10/8/2025	Anonymous	\$10.25
Kaysville	10/8/2025	Anonymous	\$300.00
Layton	10/9/2025	Anonymous	\$99.25
Bountiful	10/9/2025	Anonymous	\$5.75
Bountiful	10/10/2025	Anonymous	\$11.50
Kaysville	10/10/2025	Anonymous	\$9.25
Layton	10/11/2025	Anonymous	\$19.50
Layton	10/11/2025	Anonymous	\$7.00
Kaysville	10/11/2025	Anonymous	\$9.25
Kaysville	10/13/2025	Anonymous	\$2.00
Clearfield	10/13/2025	Anonymous	\$3.75
Kaysville	10/13/2025	Anonymouse	\$0.25
Centerville	10/13/2025	Anonymous	\$1.25
Kaysville	10/13/2025	Anonymous	\$2.00
Bountiful	10/14/2025	Anonymous	\$24.75
Bountiful	10/14/2025	Anonymous	\$24.75
Headquarters	10/15/2025	Anonymous	\$1.75
Layton	10/15/2025	Anonymous	\$2.25
Layton	10/16/2025	Anonymous	\$46.50
Layton	10/16/2025	Anonymous	\$0.25
Layton	10/16/2025	Anonymous	\$18.00
Centerville	10/17/2025	Anonymous	\$0.25

Davis County Library - Quarterly Donation Log Oct-Dec 2025

Branch	Date	Patron name	Estimated value donation
Headquarters	10/17/2025	Anonymous	\$17.00
Headquarters	10/17/2025	Anonymous	\$28.50
Kaysville	10/17/2025	Anonymous	\$0.25
Kaysville	10/17/2025	Anonymous	\$0.25
Kaysville	10/16/2025	Anonymous	\$2.00
Kaysville	10/18/2026	Kraer, Cabba	\$33.75
Headquarters	10/18/2025	Anonymous	\$1.50
Clearfield	10/18/2025	Skyler Shirra	\$1.00
Layton	10/18/2025	Anonymous	\$11.25
Clearfield	10/18/2025	Anonymous	\$2.00
Layton	10/20/2025	Anonymous	\$5.25
Layton	10/20/2025	Anonymous	\$33.00
Kaysville	10/20/2025	Anonymous	\$2.75
Kaysville	10/20/2025	Anonymous	\$0.50
Layton	10/21/2025	Anonymous	\$1.00
Centerville	10/21/2025	Jeff Larsen	\$60.75
Centerville	10/22/2025	Anonymous	\$1.00
Bountiful	10/22/2025	Anonymous	\$1.00
Layton	10/22/2025	Anonymous	\$91.00
Layton	10/23/2025	Anonymous	\$16.50
Headquarters	10/23/2025	Anonymous	\$2.00
Kaysville	10/24/2025	anonymous	\$2.00
Bountiful	10/25/2025	Anonymous	\$7.00
Kaysville	10/25/2025	Anonymous	\$0.25
Kaysville	10/27/2025	Anonymous	\$6.00
Kaysville	10/27/2025	anonymous	\$5.75
Layton	10/28/2025	Anonymous	\$13.25
Layton	10/29/2025	Anonymous	\$16.00
Layton	10/30/2025	Anonymous	\$26.25
Layton	10/31/2025	Anonymous	\$1.25
Clearfield	10/31/2025	Steve Oliver	\$44.25
Headquarters	10/31/2025	Anonymous	\$18.25
Kaysville	11/1/2025	Anonymous	\$7.25
Centerville	11/1/2025	Anonymous	\$1.00
Kaysville	11/3/2025	Anonymous	\$1.50
Syracuse	10/31/2025	Anonymous	\$50.50
Centerville	11/3/2025	Anonymous	\$1.00
Kaysville	11/3/2025	Anonymous	\$0.25
Kaysville	11/3/2026	Anonymous	\$0.25

Davis County Library - Quarterly Donation Log Oct-Dec 2025

Branch	Date	Patron name	Estimated value donation
Bountiful	11/3/2025	anonymous	\$13.00
Bountiful	11/3/2025	Anonymous	\$0.75
Clearfield	11/3/2025	Anonymous	\$1.00
Layton	11/4/2025	Anonymous	\$0.25
Bountiful	11/5/2025	Anonymous	\$4.75
Layton	11/5/2025	Anonymous	\$1.50
Bountiful	11/6/2025	Anonymous	\$2.00
Kaysville	11/6/2025	anonymous	\$3.50
Kaysville	11/7/2025	Anonymous	\$1.00
Headquarters	11/8/2025	anonymous	\$2.75
Clearfield	11/8/2025	Anonymous	\$2.00
Centerville	11/10/2025	anonymous	\$13.50
Layton	11/10/2025	Anonymous	\$19.00
Bountiful	11/10/2025	Anonymous	\$11.25
Layton	11/10/2025	anonymous	\$1.00
Bountiful	11/12/2025	Anonymous	\$11.15
Headquarters	11/12/2025	Anonymous	\$0.25
Layton	11/12/2025	Anonymous	\$14.00
Layton	11/12/2025	Anonymous	\$80.75
Centerville	11/13/2025	Anonymous	\$1.50
Layton	11/14/2025	Anonymous	\$7.00
Bountiful	11/14/2025	Anonymous	\$1.00
Kaysville	11/15/2025	anonymous	\$2.25
Bountiful	11/15/2025	Anonymous	\$1.00
Kaysville	11/15/2025	Anonymous	\$1.00
Layton	11/17/2025	Anonymous	\$2.75
Kaysville	11/18/2025	Anonymous	\$1.00
Kaysville	11/18/2025	Anonymous	\$0.50
Clearfield	11/19/2025	Anonymous	\$1.00
Layton	11/19/2025	Anonymous	\$0.50
Layton	11/20/2025	Anonymous	\$2.00
Layton	11/20/2025	Jose Santiago	\$3.00
Bountiful	11/20/2025	Gabriela Richardson	\$12.25
Layton	11/21/2025	Anonymous	\$2.00
Clearfield	11/21/2025	Melissa Whyte	\$16.75
Clearfield	11/21/2025	Anonymous	\$31.75
Layton	11/21/2025	Anonymous	\$0.25
Bountiful	11/22/2025	Anonymous	\$3.00
Headquarters	11/22/2025	Anonymous	\$47.50

Davis County Library - Quarterly Donation Log Oct-Dec 2025

Branch	Date	Patron name	Estimated value donation
Layton	11/22/2025	Anonymous	\$24.00
Kaysville	11/24/2025	Cameron Caldwell	\$1.00
Kaysville	11/24/2025	Anonymous	\$1.00
Layton	11/24/2025	Anonymous	\$0.25
Centerville	11/25/2025	Cristy	\$5.00
Kaysville	11/25/2025	Anonymous	\$4.00
Kaysville	11/25/2025	anonymous	\$1.50
Bountiful	11/26/2025	Anonymous	\$34.75
Kaysville	11/29/2025	Anonymous	\$6.00
Headquarters	11/29/2025	anonymous	\$7.50
Headquarters	12/1/2025	Anonymous	\$1.25
Syracuse	12/1/2025	Anonymous	\$145.75
Kaysville	12/2/2025	Anonymous	\$12.00
Layton	12/2/2025	Anonymous	\$1.00
Layton	12/1/2025	Anonymous	\$6.75
Kaysville	12/3/2025	Anonymous	\$0.25
Layton	12/3/2025	Anonymous	\$20.00
Layton	12/3/2025	Anonymous	\$1.00
Kaysville	12/3/2025	Anonymous	\$35.00
Centerville	12/4/2025	Anonymous	\$4.25
Layton	12/5/2025	Anonymous	\$1.00
Kaysville	12/5/2025	Anonymous	\$1.75
Layton	12/5/2025	Anonymous	\$20.25
Centerville	12/5/2025	Anonymous	\$1.00
Bountiful	12/6/2025	Anonymous	\$46.00
Bountiful	12/6/2025	Anonymous	\$0.50
Bountiful	12/6/2025	Anonymous	\$0.75
Kaysville	12/8/2025	Anonymous	\$0.25
Kaysville	12/8/2025	Anonymous	\$3.25
Layton	12/9/2025	Anonymous	\$28.75
Layton	12/9/2025	Anonymous	\$0.25
Centerville	12/10/2025	Anonymous	\$0.50
Bountiful	12/11/2025	Andre Perov	\$88.50
Bountiful	12/13/2025	Anonymous	\$1.25
Kaysville	12/13/2025	Anonymous	\$5.50
Headquarters	12/13/2025	Anonymous	\$1.25
Kaysville	12/13/2025	Anonymous	\$7.75
Kaysville	12/15/2025	Brooke Kowalczyk	\$20.00
Layton	12/15/2025	Anonymous	\$24.50

Davis County Library - Quarterly Donation Log Oct-Dec 2025

Branch	Date	Patron name	Estimated value donation
Centerville	12/15/2025	Anonymous	\$3.25
Bountiful	12/16/2025	Anonymous	\$2.25
Kaysville	12/17/2025	Anonymous	\$11.50
Layton	12/19/2025	Anonymous	\$15.00
Layton	12/20/2025	Anonymous	\$6.00
Kaysville	12/20/2025	Anonymous	\$1.00
Kaysville	12/20/2025	Anonymous	\$3.00
Kaysville	12/22/2025	anonymous	\$3.50
Headquarters	12/22/2025	Anonymous	\$1.00
Kaysville	12/22/2025	Anonymous	\$26.50
Layton	12/23/2025	Anonymous	\$98.50
Bountiful	12/23/2025	Anonymous	\$14.50
Bountiful	12/24/2025	Anonymous	\$1.00
Headquarters	12/29/2025	Doranne Pittz	\$43.50
Kaysville	12/30/2025	Anonymous	\$6.00
Layton	12/30/2025	Anonymous	\$1.00
Clearfield	12/30/2025	Anthony Balaich	\$17.25
Layton	12/31/2025	Anonymous	\$30.25
Headquarters	12/31/2025	Beth Johnston	\$14.75
Total			\$2,758.05

Recommended by:



Approved by:

Attest:

Library Board
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Library
Presenter: Joshua Johnson, Director
Agenda Item: Ratification of Davis County Library Low Dollar Contract Summary
Vendor/Customer Name:

Financial Information:

- Type: Payable
- Amount: \$1,385.00

Terms:

- Beginning Date: 12/1/2025
- Ending Date: 4/11/2026

Additional Financial Terms:

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

Attachments:

1. Low Dollar Contracts

2026-94

Submitted by: Jennifer Tankersley, Confidential Admin Ast. Library
Requested meeting date: 2/12/2026

Davis County Library Low Dollar Contract Summary

Name	Date of Programs/Contract	Purpose/Program	Amount/Payable
Andy Mason	Dec 1, 2 , & 17, 2025	A Brief History of Christmas Music	\$400.00
Joshua Hill	December 6, 2025	Utah Author's Day	\$150.00
Tara Allred	December 6, 2025	Utah Author's Day	\$150.00
Erin Taylor/Ireland Lydon	December 6, 2025	Utah Author's Day	\$150.00
Ginger Shaw	December 8, 2025	Holiday Origami with Ginger Shaw	\$85.00
Chris Carlson	December 10, 2025	Preserving Greatness: The Great Salt Lake in Photographs	\$300.00
Devotion Championship Wrestling	January 6th, 2026	Books and Body Slams: Crush the Shush at the Clearfield Library	\$150.00
USU/USU Extension Service	January 10th, 2026	Tips for Budgeting and Financial Health	No Compensation
USU/USU Extension Service	January 17, February 7, March 14, & April 11, 2026	Personal Finance Workshop Series	No Compensation
Total			\$1,385.00

Recommended by:



Library Director

Approved by:

Commission Chair

Attest:

Clerk

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:	Andy Mason	Provider Phone Number:	334-329-4199
Contact Person:	Andy Mason	Contact Email Address:	andymasonmusic@gmail.com
Provider Address:	861 Catherine Street, SLC, Utah, 84116	Type of Service:	Educational, entertainment

Recitals

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

The parties therefore agree as follows:

1. **Scope of Services.** Service Provider agrees to present sixty minute program about the history of Christmas and holiday music on the following dates and at the following locations:

Program:	A Brief History of Christmas Music
Date and Time:	Monday, December 1, 2025 at 6:30 - 7:30 pm
Location:	Syracuse Branch Library, 1875 S 2000 W, Syracuse, 801-451-1870
Date and Time:	Tuesday, December 2, 2025 at 6:30 - 7:30 pm
Location:	Bountiful Branch Library, 725 S Main St, Bountiful, 801-451-1760
Date and Time:	Wednesday, December 17, 2025 at 6:30 - 7:30 pm
Location:	Centerville Branch Library, 45 S 400 W, Centerville, 801-451-1775

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

2. **Compensation.**

- A. County shall pay Service Provider a sum not to exceed \$400.00 total, 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 December 17, 2025 upon completion of the program, unless terminated earlier pursuant to Section 5 of this Contract.

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

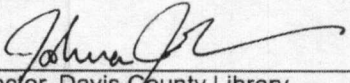
<u>If to County:</u> Davis County Attn: Director, Davis County Library System 133 South Main Street P.O. Box 115 Farmington, UT 84025 jtankersley@co.davis.ut.us	<u>If to Service Provider:</u> Andy Mason 861 Catherine St SLC, UT, 84116 andymasonmusic@gmail.com
--	--
8. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** The Service Provider shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Service Provider or the Service Provider's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the

Indemnified Party's material breach of this Contract. The Service Provider's compliance with any provision of this Contract to obtain or maintain insurance shall not waive or limit the Service Provider's obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.

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

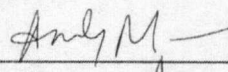
Each party is signing this Contract on the date below the party's signature.

DAVIS COUNTY

By: 
Director, Davis County Library

Date: 10/13/25

ANDY MASON

By: 

Print Name: ANDY MASON

Its: Andy Mason Music

Date: Thursday October 9, 2025

DAVIS COUNTY STANDARD SERVICE PROVIDER CONTRACT

Service Provider:	Joshua Hill	Provider Phone Number:	801-245-9051
Contact Person:	Joshua Hill	Contact Email Address:	cthulhu363@gmail.com
Provider Address:	4350 W 5870 S, Kearns, Utah, 84118	Type of Service:	Author Program

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

Recitals

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

The parties therefore agree as follows:

1. Scope of Services.

1.1 **Program:** **Utah Authors Day**
 Date: **Saturday, December 6, 2025 at 10:30 am - 12 pm**
 Location: **Kaysville Branch Library, 215 N Fairfield Rd, Kaysville, 801-451-1800**

1.2 Service Provider shall speak about writing, their books, and other topics as decided by both parties on the date and time set forth above and Service Provider further agrees to arrive early enough to set up and to be prepared to begin the program at the scheduled time noted above.

2. Compensation.

- A. County shall pay Service Provider a sum not to exceed \$150.00 upon the Service Provider's completion of its obligations under this Contract services under this Contract.
- B. The County shall pay the Service Provider for the obligations that it completes under this Contract through the date of early termination, if this Contract is terminated early.
- C. The County shall pay the Service Provider within 30 days after Subsection 1 of this Contract is satisfied, unless the parties agree, in writing, to alternative payment arrangements.
- D. The Service Provider shall disclose its tax identification or Social Security number to the County before a payment will be made by the County to the Service Provider.
- E. The Service Provider shall pay all federal, state, or local taxes, contributions, assessments, or fees, which may be based on, or become due and owing, as a result of payments made by the County to the Service Provider under this Contract.
- F. The Service Provider shall pay any and all subcontractors, material providers, or any other individual who, or entity that, provides services, personnel, materials, equipment, or otherwise to, or at the request of, the Service Provider and relating to this Contract

- 3. Effectiveness, Date, and Termination.** This Contract will become effective when all parties have signed it. The date of this Contract will be the date this Contract is signed by the last party to sign it (as indicated by the date associated with that party's signature). This Contract will terminate on December 6, 2025 upon completion of the program, unless terminated earlier pursuant to Section 5 of this Contract.

Version 10/7/2025

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

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

If to Service Provider:
Joshua Hill
4350 W 5870 S
Kearns, Utah, 84118
cthulhu363@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

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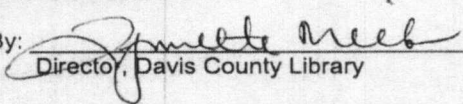
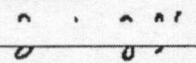
Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Service Provider or the Service Provider's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Contract. The Service Provider's compliance with any provision of this Contract to obtain or maintain insurance shall not waive or limit the Service Provider's obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.

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

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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>10/29/2025</u>	JOSHUA HILL By:  Print Name: <u>Joshua Hill</u> Its: _____ Date: <u>10/24/2025</u>
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DAVIS COUNTY STANDARD SERVICE PROVIDER CONTRACT

Service Provider:	Erin Taylor/Ireland Lydon	Provider Phone Number:	385-368-8739
Contact Person:	Erin Taylor/Ireland Lydon	Contact Email Address:	erintaylorcreates@gmail.com
Provider Address:	1560 N Main St, Apt. 10, Layton, Utah, 84041	Type of Service:	Author Program

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

Recitals

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

The parties therefore agree as follows:

1. Scope of Services.

1.1 **Program:** Utah Authors Day
 Date: Saturday, December 6, 2025 at 2:00 - 3:30 pm
 Location: Centerville Branch Library, 45 S 400 W, Centerville, 801-451-1775

1.2 Service Provider shall speak about writing, their books, and other topics as decided by both parties on the date and time set forth above and Service Provider further agrees to arrive early enough to set up and to be prepared to begin the program at the scheduled time noted above.

2. Compensation.

- A. County shall pay Service Provider a sum not to exceed \$150.00 upon the Service Provider's completion of its obligations under this Contract services under this Contract.
- B. The County shall pay the Service Provider for the obligations that it completes under this Contract through the date of early termination, if this Contract is terminated early.
- C. The County shall pay the Service Provider within 30 days after Subsection 1 of this Contract is satisfied, unless the parties agree, in writing, to alternative payment arrangements.
- D. The Service Provider shall disclose its tax identification or Social Security number to the County before a payment will be made by the County to the Service Provider.
- E. The Service Provider shall pay all federal, state, or local taxes, contributions, assessments, or fees, which may be based on, or become due and owing, as a result of payments made by the County to the Service Provider under this Contract.
- F. The Service Provider shall pay any and all subcontractors, material providers, or any other individual who, or entity that, provides services, personnel, materials, equipment, or otherwise to, or at the request of, the Service Provider and relating to this Contract

- 3. Effectiveness, Date, and Termination.** This Contract will become effective when all parties have signed it. The date of this Contract will be the date this Contract is signed by the last party to sign it (as indicated by the date associated with that party's signature). This Contract will terminate on December 6, 2025 upon completion of the program, unless terminated earlier pursuant to Section 5 of this Contract.

- 4. Quality and Content of Performance.** All performances at the Davis County Library should be of the highest quality and appropriate for all ages and family audiences. Service Provider agrees that at no time during the performance will any offensive materials or conduct such as, but not limited to, any vulgar language, obscene gestures, sexual content, or other offensive material be presented. In the event that the performance at any time contains offensive materials or conduct, as determined by the Library Director, the County reserves the right to immediately cancel that performance and any future performance under this Contract. If future performances under this Contract are cancelled because of offensive materials or conduct, payment for those performances will be forfeited by the Service Provider. In addition, County policy prohibits solicitation (including distribution of passes, tickets, or business cards, etc., to the organization you are representing) or selling of goods or services during programs held in the library. If the Service Provider is an author, copies of their book(s) may be sold. Service Provider agrees to handle the selling of their books or to a book vendor that both parties agree to. Signage and branded wear are permissible as is an introduction to the program to make clear your credentials as a presenter on this topic, including your business affiliation.
- 5. Early Termination.** This Contract may be terminated by any of the following actions:
- A. Davis County may terminate this contract if annual appropriations, as part of Davis County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that Davis County's notice is effective under section 7.
 - B. Davis County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after Davis County's notice is effective under section 7.
 - C. Davis County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after Davis County's notice is effective under section 7.
 - D. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 7.
- 6. Best Efforts of Service Provider.** Service Provider agrees that it will at all times faithfully, industrially, and to the best of Service Provider's ability, experience, and talents, perform all of the duties that may be required of and from Service Provider pursuant to the express and implicit terms of this Contract, to the reasonable satisfaction of County.
- 7. Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:
- | | |
|--|---|
| <p><u>If to County:</u>
Davis County
Attn: Director, Davis County Library System
133 South Main Street
P.O. Box 115

Farmington, UT 84025
jtankersley@co.davis.ut.us</p> | <p><u>If to Service Provider:</u>
Erin Taylor
1560 N Main St., Apt 10
Layton, Utah, 84041
erintaylorcreates@gmail.com</p> |
|--|---|
- 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

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any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Service Provider or the Service Provider's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Contract. The Service Provider's compliance with any provision of this Contract to obtain or maintain insurance shall not waive or limit the Service Provider's obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.

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

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

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

DAVIS COUNTY By: <u></u> Director, Davis County Library Date: <u>10/31/25</u>	ERIN TAYLOR/IRELAND LYDON By: <u></u> Print Name: <u>Erin Taylor</u> Its: _____ Date: <u>10/29/2025</u>
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DAVIS COUNTY STANDARD SERVICE PROVIDER CONTRACT

Service Provider:	Tara Allred	Provider Phone Number:	801-663-1860
Contact Person:	Tara Allred	Contact Email Address:	taracallred@gmail.com
Provider Address:	892 W 3150 S, Syracuse, Utah, 84075	Type of Service:	Author Program

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

Recitals

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

The parties therefore agree as follows:

1. Scope of Services.

- 1.1 **Program:** Utah Authors Day
Date: Saturday, December 6, 2025 at 10:30 am - 12 pm
Location: Kaysville Branch Library, 215 N Fairfield Rd, Kaysville, 801-451-1800

1.2 Service Provider shall speak about writing, their books, and other topics as decided by both parties on the date and time set forth above and Service Provider further agrees to arrive early enough to set up and to be prepared to begin the program at the scheduled time noted above.

2. Compensation.

- A. County shall pay Service Provider a sum not to exceed \$150.00 upon the Service Provider's completion of its obligations under this Contract services under this Contract.
- B. The County shall pay the Service Provider for the obligations that it completes under this Contract through the date of early termination, if this Contract is terminated early.
- C. The County shall pay the Service Provider within 30 days after Subsection 1 of this Contract is satisfied, unless the parties agree, in writing, to alternative payment arrangements.
- D. The Service Provider shall disclose its tax identification or Social Security number to the County before a payment will be made by the County to the Service Provider.
- E. The Service Provider shall pay all federal, state, or local taxes, contributions, assessments, or fees, which may be based on, or become due and owing, as a result of payments made by the County to the Service Provider under this Contract.
- F. The Service Provider shall pay any and all subcontractors, material providers, or any other individual who, or entity that, provides services, personnel, materials, equipment, or otherwise to, or at the request of, the Service Provider and relating to this Contract

3. Effectiveness, Date, and Termination. This Contract will become effective when all parties have signed it. The date of this Contract will be the date this Contract is signed by the last party to sign it (as indicated by the date associated with that party's signature). This Contract will terminate on December 6, 2025 upon completion of the program, 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. If the Service Provider is an author, copies of their book(s) may be sold. Service Provider agrees to handle the selling of their books or to a book vendor that both parties agree to. Signage and branded wear are permissible as is an introduction to the program to make clear your credentials as a presenter on this topic, including your business affiliation.
5. **Early Termination.** This Contract may be terminated by any of the following actions:
- A. Davis County may terminate this contract if annual appropriations, as part of Davis County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that Davis County's notice is effective under section 7.
 - B. Davis County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after Davis County's notice is effective under section 7.
 - C. Davis County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after Davis County's notice is effective under section 7.
 - D. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 7.
6. **Best Efforts of Service Provider.** Service Provider agrees that it will at all times faithfully, industrially, and to the best of Service Provider's ability, experience, and talents, perform all of the duties that may be required of and from Service Provider pursuant to the express and implicit terms of this Contract, to the reasonable satisfaction of County.
7. **Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

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

If to Service Provider:
Tara Allred
892 W 3150 S
Syracuse, Utah 84075
taracallred@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

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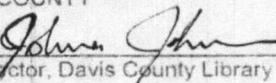
Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Service Provider or the Service Provider's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Contract. The Service Provider's compliance with any provision of this Contract to obtain or maintain insurance shall not waive or limit the Service Provider's obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.

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

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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	TARA ALLRED
By: <u></u>	By: _____
Director, Davis County Library	Print Name: <u>Tara Allred</u>
Date: <u>11/3/25</u>	Its: <u>Owner</u>
	Date: <u>Nov 1, 2025</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:	Ginger Shaw	Provider Phone Number:	801-554-8320
Contact Person:	Ginger Shaw	Contact Email Address:	gingertheorigamilady@gmail.com
Provider Address:	5405 W 8320 S, West Jordan UT 84081	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 an approximately fifty minute program to teach children basic origami skills and help them as they participate. The Service Provider will bring origami paper for participants. These programs will be on the following date and at the following location:

Program: Holiday Origami with Ginger Shaw
Date and Time: Monday, December 8, 2025 at 6:30 - 7:30 pm
Location: Headquarters Library, 133 S Main St, Farmington, 801-451-3030

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

2. **Compensation.**
 - A. County shall pay Service Provider a sum not to exceed \$85.00 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 December 8, 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:
- | | |
|---|--|
| <p><u>If to County:</u>
Davis County
Attn: Director, Davis County Library System
133 South Main Street
P.O. Box 115
Farmington, UT 84025
jtankersley@co.davis.ut.us</p> | <p><u>If to Service Provider:</u>
Ginger Shaw
5405 W 8320 S
West Jordan, UT 84081
gingertheorigamilady@gmail.com</p> |
|---|--|
8. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** The Service Provider shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Service Provider or the Service Provider's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the

Indemnified Party's material breach of this Contract. The Service Provider's compliance with any provision of this Contract to obtain or maintain insurance shall not waive or limit the Service Provider's obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.

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

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

DAVIS COUNTY By: <u></u> Director, Davis County Library Date: <u>10/15/25</u>	GINGER SHAW By: Ginger Shaw _____ Print Name: _Ginger Shaw_____ Its: _____ Date: October 9, 2025_____
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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:	Chris Carlson	Provider Phone Number:	571-438-0840
Contact Person:	Chris Carlson	Contact Email Address:	chriscarlson@boncom.com
Provider Address:	306 Autumn Cherry Way, Kaysville UT 84037	Type of Service:	Educational, Art

Recitals

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

The parties therefore agree as follows:

1. **Scope of Services.** Service Provider agrees to present an approximately sixty minute program about his photography work documenting the Great Salt Lake recession and his book, *Preserving Greatness*.

Program: Preserving Greatness: Great Salt Lake in Photographs
Date & Time: Wednesday, December 10, 2025 at 6:00 pm
Location: Davis County Administration Building Auditorium, 61 S State St, Farmington

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 \$300.00, upon the Service Provider's completion of its obligations under this Contract services under this Contract.
- B. The County shall pay the Service Provider for the obligations that it completes under this Contract through the date of early termination, if this Contract is terminated early.
- C. The County shall pay the Service Provider within 30 days after Subsection 1 of this Contract is satisfied, unless the parties agree, in writing, to alternative payment arrangements.
- D. The Service Provider shall disclose its tax identification or Social Security number to the County before a payment will be made by the County to the Service Provider.
- E. The Service Provider shall pay all federal, state, or local taxes, contributions, assessments, or fees, which may be based on, or become due and owing, as a result of payments made by the County to the Service Provider under this Contract.
- F. The Service Provider shall pay any and all subcontractors, material providers, or any other individual who, or entity that, provides services, personnel, materials, equipment, or otherwise to, or at the request of, the Service Provider and relating to this Contract.

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 December 10 upon completion of program, unless terminated earlier pursuant to Section 5 of this Contract.

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

Version 11/17/2025

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

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:

Chris Carlson
306 Autumn Cherry Way
Kaysville, UT 84037
chriscarlson@boncom.com

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

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

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

DAVIS COUNTY By:  _____ Director, Davis County Library Date: <u>11/18/25</u> _____	NAME By: <u>Christopher E. Carlson</u> _____ Print Name: Christopher Carlson Its: _____ Date: <u>November 18, 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:	Devotion Championship Wrestling	Provider Phone Number:	385-338-0722
Contact Person:	Reina Rivera, Martin Smith	Contact Email Address:	rrivera023@gmail.com
Provider Address:	1609 W 1700 S, #C304, Syracuse, Utah, 84075	Type of Service:	Entertainment, Educational

Recitals

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

The parties therefore agree as follows:

1. **Scope of Services.** Service Provider agrees to present an approximately 45 minute family friendly program including a demonstration of Luchador wrestling and read a story to attendees on the following date and at the following location::

Program: Books and Body Slams: Crush the Shush at the Clearfield Library
Date and Time: Tuesday, January 6, 2026 at 6:30 - 7:30 pm
Location: Clearfield Branch Library, 1 North Main St, Clearfield, 801-451-1840

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

2. **Compensation.**
 - A. County shall pay Service Provider a sum not to exceed \$150.00 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 January 6, 2026 at the completion of the program, 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:
Devotion Championship Wrestling
Attn: Reina Rivera
1609 W 1700 S, #C304
Syracuse, Utah, 84075
rrivera023@gmail.com

8. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** The Service Provider shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Service Provider or the Service Provider's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the

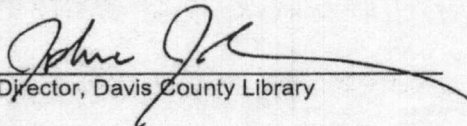
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Indemnified Party's material breach of this Contract. The Service Provider's compliance with any provision of this Contract to obtain or maintain insurance shall not waive or limit the Service Provider's obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.

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

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

DAVIS COUNTY

By: 
Director, Davis County Library

Date: 12/18/25

REINA RIVERA or MARTIN SMITH

By: _____

Print Name: _____

Its: _____

Date: _____

DAVIS COUNTY LIBRARY PROGRAM CONTRACT

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

Presenter: Contact: Address:	USU/USU Extension Service Vincenza Vicari-Bentley 2001 S State St., Suite S1-300, SLC, UT 84190	Phone:	808-773-0952
		Email:	vincenza.vicari-bentley@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, 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 sixty-minute programs about finances, budgets, financial documents, and debt reduction. PRESENTER agrees to present on the following dates and at the following locations:

Program: Personal Finance Workshop Series

Date/Time: Saturday, January 17, 2026 at 10:30 am - 11:30 am

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

Date/Time: Saturday, February 7, 2026 at 1:00 pm - 2:00 pm

Date/Time: Kaysville Branch Library, 215 N Fairfield Rd, Kaysville, 801-451-1800

Date/Time: Saturday, March 14, 2026 at 10:30 am - 11:30 am

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

Date/Time: Saturday, April 11, 2026 at 10:30 am - 11:30 am

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

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

2. No Compensation

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

3. Notice of Cancellation of Performance

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

prior to date of the performance, by reasonable means to a responsible representative of the County together with a reason for the cancellation. In that event, the County may substitute another Service Provider.

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

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

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

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

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

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

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

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

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

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>12/18/25</u>	SERVICE PROVIDER By:  Print Name: <u>David Green</u> Its: <u>Purchasing Agent</u> Date: <u>December 17, 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:	USU/USU Extension Service Vincenza Vicari-Bentley 2001 S State St., Suite S1-300, SLC, UT 84190	Phone:	808-773-0952
		Email:	vincenza.vicari-bentley@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, entertaining, and informational events for its patrons and Davis County residents;
- B. County desires to provide programs to benefit Library patrons and County residents; and
- C. Service Provider, who has represented to the County that it is a competent and experienced service provider, desires to provide the contractual services under this Contract.

The parties therefore agree as follows:

1. Scope of Services. Service Provider agrees to participate in the County's efforts to provide educational programs for its patrons by presenting an approximately sixty minute program about money matters, budgets, personal finance, and unexpected financial needs. PRESENTER agrees to present on the following date and at the following location:

Program: Tips for Budgeting and Financial Health

Date/Time: Saturday, January 10, 2026 at 10:30 am - 11:30 am

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

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

2. No Compensation

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

3. Notice of Cancellation of Performance

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

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

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

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

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

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

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

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

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

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

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>12/18/25</u>	SERVICE PROVIDER By: <u></u> Print Name: <u>David Green</u> Its: <u>Purchasing Agent</u> Date: <u>December 17, 2025</u>
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Library Board
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Library
Presenter: Ellen Peterson, Deputy Director
Agenda Item: Ratification of an updated Memorandum of Agreement with Utah State Library for access to the Overdrive Beehive Library Consortium
Vendor/Customer Name:

Financial Information:

- Type: Payable
- Amount: \$122,654.03

Terms:

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

Additional Financial Terms:

- GL Account Number: 2310580 540612
- Davis County Match: No
- Additional Financial Information: We receive 50% as credit towards purchasing titles for Overdrive. This contract repeals 2025-1081.
- This updated contract increases the original contract by \$13.64 to correct a calculation error made by the State Library in the original.

Attachments:

1. MOU UT ST LIBRARY

2026-100

Submitted by: Jennifer Tankersley, Confidential Admin Ast. Library
Requested meeting date: 2/12/2026



USL MEMORANDUM OF AGREEMENT

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

Davis County Library
133 South Main Street
Farmington, UT 84025

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

PURPOSE OF AGREEMENT:

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

THEREFORE, the parties agree as follows:

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

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

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

CONTRIBUTION AMOUNTS OF PARTICIPATING LIBRARIES:

LIBRARY contributions will be calculated based on their circulation statistics for 2024. The amount per circ will be calculated as follows: **(LIBRARY'S circulation/Total Consortium Circulation) * Total Consortium Budget.**
 (1,127,583/7,034,987*\$765,153+\$13.64*)

**This additional amount is to accommodate a rounding error that was not caught before invoices were issued to OverDrive. Previous MOA USL26-0086 has been cancelled.*

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

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

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

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

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

LIBRARY'S PORTION OF 2026 BUDGET IS \$122,654.03

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

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

PURCHASING & INVOICING OF PARTICIPATING LIBRARIES:

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

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

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

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

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

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

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

REQUIRED SUPPORT AND LIBRARY INFORMATION

End user support email or support form URL* <https://www.daviscountyutah.gov/library/contact#contact-form-lending>

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

LIBRARY's purchasing agents:

Name:

Email:

Ellen Peterson

cpeterson@co.davis.ut.us

Kerry Robb

krobb@co.davis.ut.us

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

☒ My ILS integrates OverDrive MARC records in the library catalog.

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

Acknowledgements and Agreements of Participating Libraries

- Acknowledges that the annual contribution amount will be invoiced by OverDrive to LIBRARY within the first five business days of the effective date of this Memorandum of Agreement, which is the beginning of LIBRARY'S fiscal year.
- Acknowledges that the annual contribution will be paid to OverDrive by LIBRARY.
- Agrees to share OverDrive, Inc. (OC/OU, MA: by time--one user, MA: by earlier of x time or y checkouts--one user) digital content the library purchases with the Consortium. For more information on lending models: <https://resources.overdrive.com/understanding-lending-models/>

Agreement between USL and Davis County Library

- Acknowledges that LIBRARY must use a patron authentication method such as SIP, SIP2, NCIP, Patron API, or Overdrive's User Login Manager.
- Acknowledges that the above authentication methods may incur additional costs. All such fees shall be at LIBRARY'S own expense and are not included in the contribution amount.
- Agrees to notify the Utah State Library and OverDrive of any changes to the above patron authentication methods, ILS changes, library card number changes, or server updates as soon as possible.
- Agrees to serve as the first point of contact for OverDrive and patron inquiries related to authentication, PINs/Passwords, and blocked/expired cards by providing a local support email or URL to a web form.
- If LIBRARY currently integrates OverDrive MARC records in its ILS, LIBRARY agrees to remove weeded MARC records from LIBRARY'S ILS as needed. Weed lists will be sent as needed if titles are weeded from the shared collection.
- Agrees to follow all policies and guidelines put forth by the Beehive Library Consortium Administrative Committee.
- Agrees to notify the Utah State Library of any contact changes as soon as possible.
- Agrees to require all purchasing agents to take an annual training on OverDrive Marketplace, consortium purchasing guidelines, and to register for the BLC listserv where important information relevant to purchasing in Marketplace will be shared.
- Acknowledges that if LIBRARY withdraws from the Beehive Library Consortium prior to the expiration of the Utah State Library's agreement with OverDrive, all content, products and services that have been purchased with LIBRARY'S monetary and in-kind contributions to the Consortium shall remain with the Consortium. All Advantage Library content will remain with LIBRARY.
- LIBRARY agrees not to purchase pre-order titles unless otherwise authorized by the Administrative Committee.
- LIBRARY agrees to prioritize local holds, especially if the title is not owned by the State Library, over new titles to ensure shorter wait times for their own patrons.

Acknowledgements and Agreements of Utah State Library (Consortium Leader)

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

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

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

UTAH STATE LIBRARY

Cara Rothman, Director

Date

DAVIS COUNTY LIBRARY

Director

1/13/26

Date

Agreement between USL and Davis County Library

Signature Page

Contracting entity:

Contract No: #2026-xxxx

Contract description:

DAVIS COUNTY

By: _____ Date: _____
John V. Crofts, Chair
Davis County Board of County Commissioners

ATTEST:

Brian McKenzie
Davis County Clerk

Library Board
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Library
Presenter: Joshua Johnson, Director
Agenda Item: Ratification of a Grant from the W. Mack and Julia S. Watkins Foundation to the Davis County Library to Support New Books at the Kaysville Branch
Vendor/Customer Name:

Financial Information:

- Type: Receivable
- Amount: \$5,000.00

Terms:

- Beginning Date: 02/03/2026
- Ending Date: 12/31/2026

Additional Financial Terms:

- GL Account Number: 2310580-493000
- Davis County Match: No
- Additional Financial Information: N/A

Attachments:

1. W. Mack and Julia S Watkins Foundation

2026-127

Submitted by: Jennifer Tankersley, Confidential Admin Ast. Library
Requested meeting date: 2/12/2026

W. MACK AND JULIA S. WATKINS
FOUNDATION

December 31, 2025

Davis County Library
PO Box 115
Farmington, UT 84025

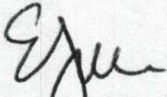
To whom it may concern:

I am pleased to inform you that the trustees of the W. Mack and Julia S. Watkins Foundation have approved a grant in the amount of \$5,000 to Davis County Library to support new books at the Kaysville branch.

Under United States law, the W. Mack and Julia S. Watkins Foundation grant funds may be expended only for charitable, scientific, literary, or educational purposes. This grant is made only for the purposes stated in this letter. It is also understood that no substantial variances will be made from the approved purposes without the Foundation's prior approval in writing.

We wish you a successful year! We are grateful for your work!

Sincerely,



Elizabeth W. Gerner
Executive Director

722 WEST SHEPARD LANE, SUITE 103 • FARMINGTON, UTAH •
84025