



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 April 9, 2026.

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

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

WELCOME

PUBLIC COMMENTS

3 minute maximum

TRAINING

1. **#2026-299. Annual Open Meeting Law Training** - *presented by Neal Geddes, Chief Deputy, County Attorney's Office*

ACTION ITEMS

2. **#2026-305. Approval of Minutes - March 12th, 2026** - *presented by Joshua Johnson, Director, Library*
3. **#2026-342. Ratification of Expenditures - February 2026** - *presented by Joshua Johnson, Director, Library*
4. **#2026-302. Ratification of a Renewal Agreement with Patron Point, Inc, for Patron Point Software & Services** - *presented by Ellen Peterson, Deputy Director, Library*

Financial Information:

- Type: Payable
- Amount: \$ 57,398.00

Terms:

- Beginning Date: 04/01/2026
- Ending Date: 03/31/2029

5. **#2026-379. Approval of Amendment No 1 to Lease Agreement for the Temporary Bountiful Location** - *presented by Joshua Johnson, Director, Library*

ADJOURNMENT

LIBRARY BOARD MINUTES

Library Board Meeting Minutes Thursday, April 9, 2026

The Davis County Library Board met for their regularly scheduled meeting at 1:00 PM on April 9, 2026, at the Library Headquarters Staff Conference Room.

PRESENT

Ryan Nilsen, Board Chair
Rosalie Taylor, Vice Chair
Aaron Becker
Jessica Groves
Commissioner Lorene Kamalu
Sara Reed
Justin Wright
Josh Johnson, Director

GUESTS

Lynnette Mills, Deputy Director
Ellen Peterson, Deputy Director
Neal Geddes, County Attorney
Jenny Tankersley, Library

WELCOME

Vice Chair Ryan Nilsen welcomed the Board and called the meeting to order at 1:02 pm.

PUBLIC COMMENTS

There were no public comments.

TRAINING

1. **#2026-299. Annual Open Meeting Law Training** - *presented by Neal Geddes, Chief Deputy, County Attorney's Office*

Neal Geddes conducted the Annual Open Meeting Law training for the Board.
The Board thanked Neal. Neal left the meeting.

ACTION ITEMS

2. **#2026-305. Approval of Minutes - March 12th, 2026** - *presented by Joshua Johnson, Director, Library*

Josh presented the Minutes from March 12th, 2026 for review. There were no questions on the minutes. *Rosalie Taylor moved to approve the minutes from March 12th, 2026. Justin Wright seconded the motion. The motion was unanimously carried.*

3. **#2026-342. Ratification of Expenditures - February 2026** - *presented by Joshua Johnson, Director, Library*

Josh presented the Library expenditures for February 2026. Jessica Groves mentioned that the Benefits line had been removed in the 2026 budget. Josh explained that this was an old line that was not used for the last few years, so Controller removed it. Josh told the Board there is also a new line called Termination Pool. This is a pooled line for the county to offset the cost of leave payouts when employees retire. Since it's not a fixed cost it is not budgeted in the same way as retirement benefits.

Jessica Groves moved to ratify the February 2026 expenditures. Sara Reed seconded the motion. The motion

was unanimously carried.

4. #2026-302. Ratification of a Renewal Agreement with Patron Point, Inc, for Patron Point Software & Services - presented by Ellen Peterson, Deputy Director, Library

Financial Information:

- Type: Payable
- Amount: \$ 57,398.00

Terms:

- Beginning Date: 04/01/2026
- Ending Date: 03/31/2029

Ellen told the Board that the Library uses Patron Point to communicate with patrons. The platform allows the Library to send targeted marketing emails to patrons about events and services. This renewal is for three years.

Aaron Becker moved to ratify the Renewal Agreement with Patron Point, Inc for Patron Point Software & Services.. Justin Wright seconded the motion. The motion was unanimously carried.

5. #2026-379. Approval of Amendment #1 to the Lease Agreement for the Temporary Bountiful Location - presented by Joshua Johnson, Director, Library

Josh explained to the Board that this amendment was needed to allow the county to insure the temporary location using its own insurance.

Commissioner Kamalu moved to approve Amendment No 1 to the Lease Agreement for the Temporary Bountiful Location. Sara Reed seconded the motion. The motion was unanimously carried.

ADJOURNMENT

The Board adjourned at 1:32 pm.

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2026 02

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	-9,437,000	-9,437,000	-167,920.83	-3,407.69	.00	-9,269,079.17	1.8%*
2310580	411000	REGISTERED PERSONAL	-558,000	-558,000	-77,668.43	-39,318.90	.00	-480,331.57	13.9%*
2310580	420000	PRIOR YEARS TAXES	-100,000	-100,000	-25,799.93	-17,628.43	.00	-74,200.07	25.8%*
2310580	420001	PENALTY/INTEREST	-11,000	-11,000	-1,944.30	-706.40	.00	-9,055.70	17.7%*
2310580	422101	A&C PENALTY/INTERES	-49,000	-49,000	.00	.00	.00	-49,000.00	.0%*
2310580	452050	PROMOTIONAL SALES	-677	-677	-1,231.33	-483.87	.00	554.33	181.9%
2310580	460000	FINES & FORFEITURES	-78,000	-78,000	-13,697.41	-6,507.24	.00	-64,302.59	17.6%*
2310580	472300	STATE REIMBURSEMENT	-45,000	-45,000	.00	.00	.00	-45,000.00	.0%*
2310580	480000	INTEREST EARNINGS	-69,000	-69,000	.00	.00	.00	-69,000.00	.0%*
2310580	493000	CONTRIBUTION-PRIVAT	0	5,000	-5,070.00	-5,020.00	.00	10,070.00	-101.4%
2310580	495100	SUNDRY REVENUE	-14,000	-14,000	-9,587.76	-8,142.99	.00	-4,412.24	68.5%*
TOTAL UNDEFINED ROLLUP CODE			-10,361,677	-10,356,677	-302,919.99	-81,215.52	.00	-10,053,757.01	2.9%
1P580 LIBRARY PAYROLL									
2310580	510110	PAYROLL	5,362,062	5,285,814	737,403.81	364,160.33	.00	4,548,410.36	14.0%
2310580	510111	TRAVEL PAY	16,270	16,270	2,510.20	1,233.08	.00	13,760.29	15.4%
2310580	510115	TAXABLE INCENTIVES	0	0	64.20	24.85	.00	-64.20	100.0%*
2310580	510117	OVERTIME	0	0	17.37	10.16	.00	-17.37	100.0%*
2310580	520131	PAYROLL TAXES	404,416	404,416	54,780.86	27,052.72	.00	349,635.41	13.5%
2310580	520132	WORKERS COMP	13,425	13,425	893.35	439.76	.00	12,531.80	6.7%
2310580	520133	INSURANCE	571,153	571,153	93,597.85	45,237.60	.00	477,555.07	16.4%
2310580	520134	RETIREMENT	489,851	489,851	83,503.61	40,573.02	.00	406,347.43	17.0%
2310580	520135	COMMUNICATIONS ALLO	3,472	3,472	535.60	263.10	.00	2,936.00	15.4%
2310580	520136	TERMINATION POOL	0	76,247	11,061.37	5,462.61	.00	65,186.04	14.5%
TOTAL LIBRARY PAYROLL			6,860,649	6,860,649	984,368.22	484,457.23	.00	5,876,280.83	14.3%
20580 LIBRARY OPERATING									
2310580	530225	PROMOTIONAL MATERIA	50,000	60,000	.00	.00	50,600.00	9,400.00	84.3%
2310580	530623	CITIZEN PROGRAMS	50,000	50,000	1,308.73	620.46	7,500.00	41,191.27	17.6%
2310580	540210	SUBS & MEMBERSHIPS	4,000	4,000	1,700.00	.00	.00	2,300.00	42.5%
2310580	540220	PUBLIC NOTICES	1,000	1,000	.00	.00	.00	1,000.00	.0%
2310580	540250	OPERATING SUPPLIES	20,000	20,000	1,761.38	1,459.79	.00	18,238.62	8.8%

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2026 02

ACCOUNTS FOR: 23	LIBRARY SERVICES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2310580	540271	FOOD BUSINESS	2,500	2,500	.00	.00	2,500.00	.0%
2310580	540272	EMPLOYEE AWARDS	6,000	6,000	42.64	31.74	5,957.36	.7%
2310580	540300	PCARD SUSPENSE	0	0	27.98	.00	-27.98	100.0%*
2310580	540450	UNIFORMS/LINENS	3,500	3,500	37.09	37.09	3,462.91	1.1%
2310580	540610	MISC SUPPLIES	15,000	15,000	660.85	344.75	14,339.15	4.4%
2310580	540612	BOOKS AND MATERIALS	1,000,000	1,005,000	240,231.86	194,907.08	732,328.34	27.1%
2310580	540643	COMPUTER EQUIP	0	0	23.99	23.99	-23.99	100.0%*
2310580	540666	CONTINGENCY	7,500	7,500	.00	.00	7,500.00	.0%
2310580	540690	EQUIPMENT	25,000	25,000	14.24	14.24	24,985.76	.1%
2310580	540691	SOFTWARE	11,050	11,050	6,960.00	.00	4,090.00	63.0%
2310580	542240	OFFICE SUPPLIES	50,000	50,000	4,354.51	546.98	45,645.49	8.7%
2310580	542243	POSTAGE	30,000	30,000	5,000.00	5,000.00	25,000.00	16.7%
2310580	545536	BANK CHARGES	0	0	243.91	126.83	-243.91	100.0%*
2310580	548230	TRAVEL/EDUC& TRNG	18,000	18,000	7,532.74	414.00	10,467.26	41.8%
2310580	548231	MILEAGE/LOCAL TRAVE	4,500	4,500	125.86	125.86	4,374.14	2.8%
2310580	548330	EDUCATION & TRAININ	3,000	3,000	.00	.00	3,000.00	.0%
2310580	550620	MISC SERVICES	200,000	200,000	54,500.29	23,615.28	58,142.15	70.9%
2310580	555265	SOFTWARE MAINTENANC	128,183	138,833	111,494.50	12,633.00	27,338.50	80.3%
2310580	555266	SOFTWARE SUBSCRIPTI	19,880	19,880	8,280.00	.00	11,600.00	41.6%
2310580	555310	PROF & TECH	37,300	37,300	97.53	97.53	37,202.47	.3%
2310580	560252	EQUIP REP/CONTRACTS	500	500	.00	.00	500.00	.0%
2310580	560260	BLDG & GRND MAINT	14,000	14,000	.00	.00	14,000.00	.0%
2310580	562280	TELEPHONE	2,500	2,500	160.24	145.19	2,339.76	6.4%
2310580	564253	VEHICLE SERVICE	3,500	3,500	.00	.00	3,500.00	.0%
2310580	564258	GASOLINE	3,000	3,000	295.28	143.94	2,704.72	9.8%
TOTAL LIBRARY OPERATING		1,709,913	1,735,563	444,853.62	240,287.75	177,897.36	1,112,812.02	35.9%
3C580 LIBRARY CAPITAL								
2310580	640743	COMPUTER EQUIPMENT	44,000	44,000	.00	.00	44,000.00	.0%
TOTAL LIBRARY CAPITAL		44,000	44,000	.00	.00	.00	44,000.00	.0%
4A580 LIBRARY ALLOCATIONS								
2310580	590910	TRANSFER OUT	1,095,402	1,095,402	.00	.00	1,095,402.00	.0%
2310580	590920	TELEPHONE ALLOCATIO	31,395	31,395	5,232.58	2,616.29	26,162.90	16.7%
2310580	590921	COMPUTER ALLOCATION	104,357	104,357	17,392.86	8,696.43	86,964.30	16.7%
2310580	590922	EMAIL ALLOCATION	21,855	21,855	3,642.50	1,821.25	18,212.50	16.7%

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2026 02

ACCOUNTS FOR: 23	LIBRARY SERVICES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2310580	590925 SECURITY CAMERA ALL	9,534	9,534	1,588.98	794.49	.00	7,944.90	16.7%
2310580	590930 INSURANCE ALLOCATIO	116,527	116,527	19,421.16	9,710.58	.00	97,105.84	16.7%
2310580	590936 WATER ALLOCATION	21,150	21,150	4,259.53	1,663.77	.00	16,890.47	20.1%
2310580	590937 GAS ALLOCATION	36,050	36,050	11,712.61	5,035.72	.00	24,337.39	32.5%
2310580	590938 ELECTRICITY ALLOCAT	157,000	157,000	19,098.77	8,734.82	.00	137,901.23	12.2%
2310580	590939 CONTRACT ALLOCATION	244,284	244,284	32,576.20	13,888.10	540.00	211,167.32	13.6%
2310580	590940 MAINTENANCE ALLOCAT	461,905	461,905	76,984.14	38,492.07	.00	384,920.70	16.7%
2310580	590942 HR ADMIN ALLOCATION	218,256	218,256	36,376.02	18,188.01	.00	181,880.10	16.7%
TOTAL LIBRARY ALLOCATIONS		2,517,715	2,517,715	228,285.35	109,641.53	540.00	2,288,889.65	9.1%
TOTAL LIBRARY		770,600	801,250	1,354,587.20	753,170.99	178,437.36	-731,774.51	191.3%
TOTAL LIBRARY SERVICES		770,600	801,250	1,354,587.20	753,170.99	178,437.36	-731,774.51	191.3%
TOTAL REVENUES		-10,361,677	-10,356,677	-302,919.99	-81,215.52	.00	-10,053,757.01	
TOTAL EXPENSES		11,132,277	11,157,927	1,657,507.19	834,386.51	178,437.36	9,321,982.50	

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2026 02

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	770,600	801,250	1,354,587.20	753,170.99	178,437.36	-731,774.51	191.3%

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

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2026 02

ACCOUNTS FOR:	ORIGINAL	REVISED	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
48 LIBRARY CAPITAL PROJECTS	APPROP	BUDGET				BUDGET	USE/COL
4810950 CAP - LIBRARY							
4810950 480000 INTEREST EARNINGS	-141,000	-141,000	.00	.00	.00	-141,000.00	.0%*
TOTAL UNDEFINED ROLLUP CODE	-141,000	-141,000	.00	.00	.00	-141,000.00	.0%
20950 CAP - LIBRARY OPERATING							
4810950 560260 BLDG & GRND MAINT	40,000	40,000	.00	.00	.00	40,000.00	.0%
TOTAL CAP - LIBRARY OPERATING	40,000	40,000	.00	.00	.00	40,000.00	.0%
3C950 CAP - LIBRARY CAPITAL							
4810950 600702 CONSTRUCTION	0	0	2.88	2.88	.00	-2.88	100.0%*
4810950 620720 BLDG IMPROVEMENTS	135,000	135,000	.00	.00	.00	135,000.00	.0%
TOTAL CAP - LIBRARY CAPITAL	135,000	135,000	2.88	2.88	.00	134,997.12	.0%
TOTAL CAP - LIBRARY	34,000	34,000	2.88	2.88	.00	33,997.12	.0%
TOTAL LIBRARY CAPITAL PROJECTS	34,000	34,000	2.88	2.88	.00	33,997.12	.0%
TOTAL REVENUES	-141,000	-141,000	.00	.00	.00	-141,000.00	
TOTAL EXPENSES	175,000	175,000	2.88	2.88	.00	174,997.12	

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2026 02

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	34,000	34,000	2.88	2.88	.00	33,997.12	.0%

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

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2026 02

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	-20,829.43	.00	.00	20,829.43	100.0%
	TOTAL UNDEFINED ROLLUP CODE	0	0	-20,829.43	.00	.00	20,829.43	100.0%
3C952 SOUTH BRANCH - CAPITAL								
4810952 600701	ARCHITECT	511,370	511,370	87,180.00	.00	402,470.50	21,719.24	95.8%
4810952 600702	CONSTRUCTION	6,392,122	6,392,122	101.00	101.00	4,649,956.62	1,742,064.13	72.7%
4810952 600703	CONTINGENCY	639,212	639,212	2,173.21	2,173.21	1,435.00	635,603.97	.6%
4810952 600704	FFE	857,296	857,296	.00	.00	.00	857,296.33	.0%
	TOTAL SOUTH BRANCH - CAPITAL	8,400,000	8,400,000	89,454.21	2,274.21	5,053,862.12	3,256,683.67	61.2%
	TOTAL BOUNTIFUL BRANCH	8,400,000	8,400,000	68,624.78	2,274.21	5,053,862.12	3,277,513.10	61.0%
	TOTAL LIBRARY CAPITAL PROJECTS	8,400,000	8,400,000	68,624.78	2,274.21	5,053,862.12	3,277,513.10	61.0%
	TOTAL REVENUES	0	0	-20,829.43	.00	.00	20,829.43	
	TOTAL EXPENSES	8,400,000	8,400,000	89,454.21	2,274.21	5,053,862.12	3,256,683.67	

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2026 02

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	8,400,000	8,400,000	68,624.78	2,274.21	5,053,862.12	3,277,513.10	61.0%

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

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2026 02

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	-20,829.43	.00	.00	20,829.43	100.0%
	TOTAL UNDEFINED ROLLUP CODE	0	0	-20,829.43	.00	.00	20,829.43	100.0%
3C952 SOUTH BRANCH - CAPITAL								
4810952 600701	ARCHITECT	511,370	511,370	87,180.00	.00	402,470.50	21,719.24	95.8%
4810952 600702	CONSTRUCTION	6,392,122	6,392,122	101.00	101.00	4,649,956.62	1,742,064.13	72.7%
4810952 600703	CONTINGENCY	639,212	639,212	2,173.21	2,173.21	1,435.00	635,603.97	.6%
4810952 600704	FFE	857,296	857,296	.00	.00	.00	857,296.33	.0%
	TOTAL SOUTH BRANCH - CAPITAL	8,400,000	8,400,000	89,454.21	2,274.21	5,053,862.12	3,256,683.67	61.2%
	TOTAL BOUNTIFUL BRANCH	8,400,000	8,400,000	68,624.78	2,274.21	5,053,862.12	3,277,513.10	61.0%
	TOTAL LIBRARY CAPITAL PROJECTS	8,400,000	8,400,000	68,624.78	2,274.21	5,053,862.12	3,277,513.10	61.0%
	TOTAL REVENUES	0	0	-20,829.43	.00	.00	20,829.43	
	TOTAL EXPENSES	8,400,000	8,400,000	89,454.21	2,274.21	5,053,862.12	3,256,683.67	

Davis County YEAR-TO-DATE BUDGET REPORT

FOR 2026 02

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	8,400,000	8,400,000	68,624.78	2,274.21	5,053,862.12	3,277,513.10	61.0%

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

Library Board
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Library
Presenter: Ellen Peterson, Deputy Director
Agenda Item: Ratification of a Renewal Agreement with Patron Point, Inc, for Patron Point Software & Services

Vendor/Customer Name: 135813/Springshare Springshare
owns Patronpoint
Purchase Type:
Procurement Method:

Financial Information:

- Type: Payable
- Amount: \$ 57,398.00

Terms:

- Beginning Date: 04/01/2026
- Ending Date: 03/31/2029

Additional Financial Terms:

- GL Account Number: 2310580 555265
- Davis County Match: No
- Additional Financial Information: YR 1 - \$18,479.00, YR 2 -\$19,125.00, YR 3 - \$19,794.00 = \$57,398.00 total

Attachments:

1. PatronPointDavisCounty-UT-license-2026

2026-302

Submitted by: Jennifer Tankersley, Confidential Admin Ast. Library
Requested meeting date: 4/9/2026

STANDARD SERVICE PROVIDER CONTRACT

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

The Service Provider:	Patron Point, Inc.	Contact Phone Number:	800-451-3160
Contact Person:	Slaven Zivkovic	Contact Email:	slaven@springshare.com
Address:	801 Brickell Ave. Floor 8 Miami, FL 33131-2951	Type of Service:	Marketing & Data Analysis

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

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

The parties therefore agree as follows:

1. Scope of Services. The Service Provider shall:

1.1. Service Provider agrees to provide the following subscription services to County:

1.1.1. Access to Patron Point Marketing Automation System for an unlimited number of system users with full technical and user support throughout the term of this contract;

1.1.2. Ongoing Data Management. Service Provider will perform updates of the Davis County Library’s Integrated Library System (“ILS”) and applicable data sources for the purpose of supporting marketing programs and triggering automatic messages to patrons based on activity and/or preferences. Additional data sources may be added as needed by subscribed programs or customer needs at no additional cost;

1.2. Service Provider will take reasonable steps to protect the privacy of library users and agrees to implement security features that protect against unauthorized access to the Davis County Library’s private data.

1.3. Service Provider will not resell data it obtains from County.

1.4. Service Provider will not collect User Information regarding the following categories:

1.4.1. Security information such as User’s username, password, and acceptance of policies, licenses and warranties;

1.4.2. Billing information such as credit card, expiration date, billing address and account history;

1.4.3. Social Security numbers;

1.4.4. Queries to any of the County Library’s Customer Service, Reference Desk, and/or Technical Support functions;

1.4.5. Does not use this information for any purpose unrelated to the provision of service to the Davis County Library pursuant to this contract.

2. Effectiveness; Date; 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 March 31, 2029.

3. Early Termination.

3.1. The County may terminate this Contract if annual appropriations, as part of the County’s annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that the County’s notice is effective under Section 8 of this Contract.

3.2. The County may terminate this Contract due to its dissatisfaction, determined solely in the County’s discretion, with the Service Provider’s services, which termination will be effective at midnight on the fifth day after the County’s notice is effective under Section 8 of this Contract.

3.3. The County may terminate this Contract for any reason, which termination will be effective at midnight on the 30th day after the County’s notice is effective under Section 8 of this Contract.

3.4. The County may terminate this Contract, which termination will be effective at the time the County’s notice is effective under Section 8, if:

3.4.1. The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this Contract, or the policies of the County; and

3.4.2. The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, the County, or otherwise.

3.5. Either party may terminate this Contract after a material breach of this Contract by the other party, which termination will be effective after the notice is effective under Section 8 of this Contract.

3.6. Either party may terminate this Contract if otherwise permitted by the terms of this Contract or if permitted by law or in equity, which termination will be effective after the notice is effective under Section 8 of this Contract, unless otherwise provided by the specific provision of this Contract, law, or in equity.

4. Compensation.

- 4.1. The County will pay Service Provider the total sum of \$57,398.00 for the service contemplated herein, which includes the following annual fees:
 - 4.1.1. \$18,479.00 for April 1, 2026 through March 31, 2027.
 - 4.1.2. \$19,125.00 for April 1, 2027 through March 31, 2028.
 - 4.1.3. \$19,794.00 for April 1, 2028 through March 31, 2029.
- 4.2. The County shall pay the Service Provider for the obligations that it completes under this Contract through the date of early termination, if this Contract is terminated early.
- 4.3. The County shall pay the Service Provider within 30 days after either Subsection 4.1 of this Contract or Subsection 4.2 of this Contract is satisfied, unless the parties agree, in writing, to alternative payment arrangements.
- 4.4. The Service Provider shall disclose its tax identification or Social Security number to the County before a payment will be made by the County to the Service Provider.
- 4.5. The Service Provider shall pay all federal, state, or local taxes, contributions, assessments, or fees, which may be based on, or become due and owing, as a result of payments made by the County to the Service Provider under this Contract.
- 4.6. The Service Provider shall pay any and all subcontractors, material providers, or any other individual who, or entity that, provides services, personnel, materials, equipment, utilities or otherwise to, or at the request of, the Service Provider and relating to this Contract.
- 4.7. The County may withhold payments from the Service Provider to protect the County from loss relating to:
 - 4.7.1. Defective services not timely remedied;
 - 4.7.2. Liens or claims filed or reasonable evidence of probable filing;
 - 4.7.3. The Service Provider's failure to promptly pay subcontractors, material providers, or any other individual who, or entity that, provides services, personnel, materials, equipment, utilities or otherwise to, or at the request of, the Service Provider and relating to this Contract;
 - 4.7.4. Damage to the County or another person, entity, or otherwise; or
 - 4.7.5. The Service Provider's failure to timely perform or to perform at all under this Contract.

5. Warranties.

- 5.1. The Service Provider warrants to the County that:
 - 5.1.1. All materials and equipment furnished under this Contract shall be:
 - 5.1.1.1. New, or if not new, then in good working order;
 - 5.1.1.2. Under manufacturer's warranty;
 - 5.1.1.3. Of reasonable quality; and
 - 5.1.1.4. Free from faults and defects; and
 - 5.1.2. All services performed under this Contract shall:
 - 5.1.2.1. Be of reasonable quality;
 - 5.1.2.2. Conform with reasonable industry standards; and
 - 5.1.2.3. Conform to codes, regulations, and laws.
- 5.2. The Service Provider shall correct or replace any materials or equipment that do not satisfy Subsection 5.1.1 of this Contract within 30 days after the County's notice is effective under Section 8 of this Contract.
- 5.3. The Service Provider shall correct any services performed that do not satisfy Subsection 5.1.2 of this Contract within 30 days after the County's notice is effective under Section 8 of this Contract.
- 5.4. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3 of the Utah Code, apply to this Contract, unless otherwise set forth in this Contract.
- 5.5. The Service Provider shall assign and deliver to the County all manufacturers' warranties relating to the materials and equipment furnished under this Contract as soon as reasonably possible, but in no event later than 10 days after this Contract terminates.

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

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

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

The County may request the Service Provider to provide the County with certificates of insurance or other records that demonstrate that the Service Provider is in compliance with the insurance requirements set forth in this section (the "Certificates/Records"). If the Service Provider fails to provide the County with the requested Certificates/Records within three business days of the County's request, then the County may immediately terminate this Contract. If the Service Provider fails to have one or more of the insurances required by this Contract, then the County may immediately terminate this Contract. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.

7. **Indemnification; Hold Harmless.** The Service Provider shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Service Provider or the Service Provider's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Contract. The Service Provider's compliance with any provision of this Contract to obtain or maintain insurance shall not waive or limit the Service Provider's obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.
8. **Notices.** All notices under this Contract must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid, and addressed to the parties at their respective addresses set forth below (or to such other address that may be designated by a party in accordance with this section), and the same shall be effective upon receipt, if delivered personally, on the next business day, if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

<u>The County</u>		<u>The Service Provider</u>
Davis County Attn: Purchasing Manager PO Box 618 Farmington, UT 84025	<u>With a copy to:</u> Davis County Attn: Attorney's Office, Civil Division PO Box 618 Farmington, UT 84025	Patron Point, Inc. Attn: Slaven Zivkovic 801 Brickell Ave., Floor 8 Miami, FL 33131-2951

9. **Independent Contractor.** The Service Provider shall perform this Contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of the County. The Service Provider further acknowledges that neither the Service Provider nor its representatives have any right to or will be provided with any of the County's benefits.
10. **Inconsistencies.** The following order of precedence governs and controls any inconsistencies between this Contract, any attachments to this Contract, and any other documents referenced in this Contract or incorporated into this Contract by reference: 1) this Contract; 2) any attachments to this Contract; and 3) any other documents referenced in this Contract or incorporated into this Contract by reference.
11. **Assignment Restricted.** This Contract may only be assigned by a written instrument that is signed by authorized representatives of the parties. Any purported assignment of this Contract that is in violation of this section is void.

- 12. Waiver.** A right, remedy, power, privilege or otherwise under this Contract is not waived by a party unless such waiver is in writing and signed by an authorized representative of the party granting the waiver.
- 13. Entire Contract.** This Contract, including all attachments, if any, and any other documents referenced in this Contract or incorporated into this Contract by this reference, constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this Contract. Unless otherwise set forth in this Contract, this Contract supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Contract.
- 14. Amendment.** This Contract may only be amended by a written instrument that is signed by authorized representatives of the parties. Any purported amendment of this Contract that is in violation of this section is void.
- 15. Governing Law; Exclusive Jurisdiction.** This Contract is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other party, which arises from or relates in any way to this Contract, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.
- 16. Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Contract that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.
- 17. Counterparts; Digital Signatures; Electronically Transmitted Signatures.** If the parties sign this Contract in counterparts, then each signed counterpart will be deemed an original and all signed counterparts together will constitute one contract. If one or more of the parties digitally sign this Contract or if one or more of the parties electronically transmit this Contract with signatures by facsimile or email, then such signatures will have the same force and effect as original signatures.

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

DAVIS COUNTY By: _____ John Crofts, Chair Davis County Board of County Commissioners Date: _____ ATTEST: _____ Brian McKenzie Davis County Clerk Date: _____	PATRON POINT, INC. By: <u>Slaven Zivkovic</u> Print Name: <u>Slaven Zivkovic</u> Title: <u>President & CEO</u> Date: <u>3/16/2026</u>
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AMENDMENT NO. 1
TO LEASE AGREEMENT

This amendment is between Davis County, a body corporate and politic of the State of Utah, and Liberty Hills Academy (the "Landlord").

WHEREAS, the Davis County previously entered into a Lease Agreement with the Landlord, dated December 23, 2025, by Davis County and identified in Davis County's records as contract number 2025-1390 (the "Lease"); and

WHEREAS, the parties, through this amendment, desire to amend the Lease as set forth below.

The parties therefore agree as follows:

1. Subsection 13(a) to the Lease is deleted and replaced as follows:

(a) ***Commercial General Liability Insurance.*** Tenant is a political subdivision of the State of Utah, and is authorized to utilize a plan of self-insurance in accordance with the Governmental Immunity Act (Utah Code § 63G-7-801). Tenant shall, at Tenant's expense and sole discretion, maintain a plan of self-insurance to respond to general liability claims for bodily injury, death and property damage covering Tenant's activities and operations on the Premises. Tenant's plan of self-insurance shall be funded to provide not less than Two Million Dollars (\$2,000,000.00) for injury or death of one person in any one accident or occurrence and in the amount of not less than Two Million Dollars (\$2,000,000.00) for injury or death of more than one person in any one accident or occurrence.

2. Subsection 13(b) to the Lease is deleted and replaced as follows:

(b) ***Personal Property Insurance.*** Tenant may, in Tenant's sole discretion, maintain in full force and effect on Tenant's Property, a policy or policies of fire and extended coverage insurance with standard coverage endorsement to the extent of the full replacement cost thereof. Landlord will not carry insurance on Tenant's Property.

3. Subsection 13(c) to the Lease is deleted and replaced as follows:

(c) ***Evidence of Coverage.*** Tenant shall provide Landlord at Landlord's request evidence of such coverage provided by the Tenant's self-insurance plan.

4. Section 14(b) is deleted.

4. Effective Date of This Amendment. The effective date of this amendment will be the date that this amendment is signed by all the parties.

5. Continuing Effect of the Lease. Except to the extent specifically modified by this amendment, the terms and conditions of the Lease shall remain in full force and effect.

6. Counterparts; Digital and Electronically Transmitted Signatures. This amendment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same contract. Digital signatures and signatures transmitted by facsimile or e-mail shall have the same force and effect as original signatures.

[Intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be signed by their duly authorized representatives on the dates indicated below.

DAVIS COUNTY By: _____ John Crofts, Chair Board of Davis County Commissioners Date: _____ ATTEST: _____ Brian McKenzie Davis County Clerk Date: _____ DAVIS COUNTY LIBRARY BOARD BY: _____ Name: _____ Title: _____	LIBERTY HILLS ACADEMY Signed by: By: <u>Jill Thompson</u> Jill Thompson Principal Date: 3/18/2026
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