

**Board of Davis County Commissioners**  
**AGENDA ITEM SUMMARY**

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**Agenda Item Type:** Agenda Item  
**Department:** Library  
**Presenter:** Ellen Peterson, Deputy Director  
**Agenda Item:** Approval of a Memorandum of Agreement With Utah State Library for access to the Overdrive Beehive Library Consortium

**Financial Information:**

- Type: Payable
- Amount: \$122,640.39

**Terms:**

- Beginning Date: 01/01/2026
- 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.

**Attachments:**

1. USL - Beehive Consortium

**2025-1081**

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Submitted by: Jennifer Tankersley, Confidential Admin Ast. Library  
Requested meeting date: 10/14/2025

This page has been added for processing purposes & is not a part of the following legal document.



## 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](mailto: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](mailto: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.

Agreement #

- 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](mailto:merickson@utah.gov) 801-715-6756  
 LIBRARY Contact: Josh Johnson, [jjohnson@co.davis.ut.us](mailto: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)

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 \$122,640.39**

**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**

<https://www.daviscountyutah.gov/library/contact#contact-form-landing>

End user support email or support form URL\* \_\_\_\_\_

\*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: **Ellen Peterson** Email: **epeterson@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/>
- 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

**Agreement between USL and Davis County Library**