

**Renewal of and Amendment No. 2 to  
Agreement between County of Monterey and  
OverDrive, Inc.**

**This Renewal and Amendment No. 2 to the Monterey County Free Libraries Agreement for Services (hereinafter, “RENEWAL”) is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, “COUNTY”), Inc. (hereinafter, “Contractor”),**

**Whereas the parties had previously entered into an Agreement for services (hereinafter, “AGREEMENT”), on November 24, 2011;**

**Whereas, the original AGREEMENT had a four year term and a total AGREEMENT amount that was not to exceed \$130,000.00; and**

**Whereas, that AGREEMENT was renewed and amended by the Renewal and Amendment No. 1 to extend the services for an additional four years, for a term which ends November 24, 2019; and**

**Whereas the parties desire to renew and amend the AGREEMENT.**

**The parties hereby agree as follows:**

- 1. The term of the Agreement shall be amended to extend the services for an additional three (3) years, for a new term which ends November 24, 2022.**
  
- 2. The terms of the AGREEMENT shall be amended by retaining the monthly application and hosting fee of \$1000.00 per month, billed quarterly at \$3,000.00. The County shall continue to receive an Annual Content Collection Credit of \$7,500 toward the selection of Digital Products (invoiced as a separate fee). Anytime during the terms of this Agreement, County may select additional titles and material subject to standard terms and pricing. County shall make payments to OverDrive, Inc. in U.S. funds for Content selections within thirty (30) days of presentation of invoice. The Agreement, as amended by Amendment No. 2 shall have a County Fiscal liability not to exceed amount of \$200,000 over the entire term of the Agreement.**
  
- 3. If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT No. 2 shall be attached to the original AGREEMENT, and AMENDMENT No. 1. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT, shall remain unchanged and unaffected by this AMENDMENT No. 2, and shall continue in full force and effect.**

Renewal/Amendment No. 2  
County of Monterey with OverDrive, Inc.  
Term: 11/24/19 – 11/24/22  
NOT TO EXCEED \$200,000

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

COUNTY OF MONTEREY

CONTRACTOR

By: \_\_\_\_\_

\_\_\_\_\_  
OverDrive, Inc.

Contracts and Purchasing Officer

Contractor's Business Name

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature of Chair, President or Vice President)

\_\_\_\_\_  
(Name and Title)

APPROVED AS TO FORM

\_\_\_\_\_

By: \_\_\_\_\_

Date

Deputy Counsel

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature of Secretary, Asst. Secretary or CFO)

APPROVED AS TO FISCAL

PROVISIONS:

\_\_\_\_\_

(Name and Title)

By: \_\_\_\_\_

Auditor Controller

\_\_\_\_\_

Date

Approved as to Indemnity, Insurance Provisions

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Risk Management**

Renewal/Amendment No. 2  
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