

**Renewal of and Amendment No. 3 to
Agreement between County of Monterey and
OverDrive, Inc.**

This Renewal and Amendment No. 3 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, that AGREEMENT was renewed and amended by the Renewal and Amendment No. 2 to extend the services for an additional three (3) years, for a new term ending November 24, 2022, and amended to not exceed the amount of \$200,000 over the entire term of the Agreement; and

Whereas the parties desire to renew and amend the AGREEMENT as follows:

- 1. The term 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. 3, shall have a County Fiscal liability not to exceed amount of \$450,000 over the entire term of the Agreement.**
- 2. 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. 3 shall be attached to the original AGREEMENT, and AMENDMENT No. 1 and 2, as it may have been previously amended. 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. 3, and shall continue in full force and effect.**

Renewal/Amendment No. 3
County of Monterey with OverDrive, Inc.
Term: 11/24/19 – 11/24/22
NOT TO EXCEED \$450,000

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____

Contracts and Purchasing Officer

Date: _____

OverDrive, Inc.

Contractor's Business Name

By:  _____

(Signature of Chair, President or Vice President)

STEVE POTASH, PRESIDENT & CEO

(Name and Title)

DEC 7, 2020

APPROVED AS TO FORM

By: _____

Deputy Counsel

Date: _____

Date

By:  _____

(Signature of Secretary, Asst. Secretary or CFO)

APPROVED AS TO FISCAL

PROVISIONS:

By: _____

Auditor Controller

Approved as to Indemnity, Insurance Provisions

By: _____

Risk Management

Date: _____

GREG FARMER, CFO

(Name and Title)

DEC 7, 2020

Date

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