

amended, OverDrive hereby verifies that OverDrive and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, OverDrive does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, OverDrive does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, OverDrive does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
5. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
 6. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
 7. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
 8. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

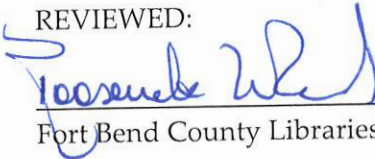
KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

REVIEWED:


Fort Bend County Libraries

OVERDRIVE, INC.

DocuSigned by:



Authorized Agent Signature

Erica Lazzaro

Authorized Agent- Printed Name

Executive Vice President & General Counsel

Title

10/29/2024

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit II-B: OverDrive's Sole Source Letter.

EXHIBIT II-B

October 1, 2024



Fort Bend County Libraries
1003 Golfview Drive
Richmond, TX 77469
RE: OverDrive as a sole source provider

To Whom it May Concern:

OverDrive uniquely provides a series of services and digital content materials that enable public libraries to lend popular audiobooks, eBooks, streaming video, digital magazines and other digital content via the library's website on a single platform.

Uniquely available only from OverDrive as a sole source provider, we offer a system that combines:

- A customized website service and the award-winning *Libby* app for accessing and downloading digital materials integrated with the library's ILS system for real-time patron authentication
- OverDrive offers the ability for increasing cooperation with local schools by adding student authentication to the public library's digital catalog
- OverDrive is the only digital library lending provider that offers downloads in the Kindle format and compatibility with all generations of the Amazon Kindle, the most popular and widely used eReading device on the market
- OverDrive *uniquely* offers a Local Content feature for libraries, providing the ability to upload locally produced and self-published digital content into the platform for lending to their patrons, with lending policies set by the library
- Download eBooks capable of operating on portable devices such as iPads, Chromebooks, Windows Mobile, as well as all generations of Amazon Kindle (*exclusive to OverDrive*)
- Digital magazines available through Zinio (*exclusive to OverDrive*)
- Popular and educational streaming video available through Kanopy (*exclusive to OverDrive*).
- Online music lessons from master musicians available through ArtistWorks (*exclusive to OverDrive*)
- Educational, continuing education, and professional development courses available through Universal Class (*exclusive to OverDrive*).
- OverDrive's proprietary browser-based formats (OverDrive Read and OverDrive Listen) are the industry's only browser-based formats that can cache the content for offline usage and does not require active internet connection to read/listen to the digital content
- OverDrive uniquely offers a multi-lingual user interfaces option for the patron to choose from directly on the patron-facing website, with over a 15 different language options available
- OverDrive APIs, available via the OverDrive Developer Portal, allow for deep integration of digital content with library discovery tools
- Control for the library to set digital book lending policies and manage access and usage of materials, as well as a "Notify Me" smart tag feature for patrons to express interest in a title not currently offered by their library
- Download audiobooks with accessibility features for the blind and visually impaired
- OverDrive MP3 Audiobooks compatible with MAC/OS, iPods and other Apple devices

As a result of the combination of the above referenced items, as well as OverDrive, Inc.'s continued innovation, library market leadership, proven success and secret processes, OverDrive, Inc. is the sole vendor to offer these unique services and sought-after materials. Please do not hesitate to contact me for further information.

Very truly yours,

A handwritten signature in black ink, appearing to read "Steve Potash".

Steve Potash, CEO
OverDrive, Inc.
spotash@overdrive.com