

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AMENDMENT TO OVERDRIVE, INC.'S AGREEMENT

THIS AMENDMENT ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and OverDrive, Inc., ("OverDrive"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into the Addendum to OverDrive, Inc.'s Agreement, on or about February 28, 2023 (the "Agreement"), attached hereto as Exhibit "I" and incorporated fully by reference, for payment of a specified library annual fee and digital content purchases (the "Services"); and

NOW, THEREFORE, County and OverDrive desire to amend said Agreement as set forth below:

I. Amendments

1. **Scope of Services.** OverDrive shall provide additional Services, as described in OverDrive's Invoice (Invoice Number: H-0099746), and Digital Library Reserve Order Form; and in accordance with the requirements of OverDrive's Sole Source Letter, dated October 1, 2023, collectively attached as Exhibit "II" and incorporated fully by reference.
2. **Term.** This Agreement shall renew and this Amendment is effective as of January 23, 2024, and shall expire no later than September 22, 2024, unless terminated sooner pursuant to this Agreement. Neither the Agreement nor this Amendment shall not automatically renew, but may renew upon written agreement of the parties.
3. **Limit of Appropriation.** OverDrive's fees shall be calculated at the rates set forth in the attached Exhibit II. The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit II is \$241,000.00. In no case shall the amount paid by County under this Amendment exceed this Maximum Compensation without an approved change order. OverDrive clearly understands and agrees, such understanding and agreement being of the absolute essence of this Amendment, that County shall have available the total maximum sum of \$241,000.00, specifically allocated to fully discharge any and all liabilities County may incur. OverDrive does further understand and agree, said understanding and agreement also being of the absolute essence of this Amendment, that the total maximum compensation that OverDrive may become entitled to and the total maximum sum that County may become liable to pay to OverDrive shall not under any conditions, circumstances, or interpretations thereof exceed \$241,000.00.

4. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as 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

KP George, County Judge

1.9.2024

Date



ATTEST:

Laura Richard

Laura Richard, County Clerk

REVIEWED:

Anna J. Fuzzell

Fort Bend County Libraries

OVERDRIVE, INC.

DocuSigned by:

Erica Lazzaro

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Authorized Agent – Signature

Erica Lazzaro

Authorized Agent- Printed Name

Executive Vice President, Publisher Services & General

Title

12/18/2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$241,000.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

Exhibit I: Addendum to OverDrive, Inc.'s Agreement, executed by the parties, on or about February 28, 2023; and

Exhibit II: OverDrive's Invoice (Invoice Number: H-0099746), and Digital Library Reserve Order Form; and in accordance with the requirements of OverDrive's Sole Source Letter.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

OverDrive, Inc.
Cleveland, OH United States

Certificate Number:
2023-1105772

Date Filed:
12/19/2023

Date Acknowledged:
01/09/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

18270
Library annual fee and digital content

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)