OverDrive

OverDrive Digital Library Reserve Order Form

Library Information	
Name of Library: City of Riverside Public Library	
Address: 3900 Mission Inn Ave.	
City, State/Province, Postal Code: Riverside, CA 92501	Country: U.S.
Primary Contact	
Name: Rafael Iniguez Zazueta	Title: Business System Support Analyst
Telephone: 951 826 5214	Email: riniguez@riversideca.gov
Accounting Contact (*all invoices will be emailed to the contact listed below):*	
Name: Christina Hernandez	Title: Accounting Technician
Telephone: 951 826 5390	Email: chernandez@riversideca.gov
Bill To Address: 3900 Mission Inn Ave.	
City, State/Province, Postal Code: Riverside, CA 92501	Country: U.S.

☐ OverDrive sends emails about promotions, new products and services. By checking this box, you consent to receiving OverDrive's communications and promotional emails to your Primary Contact email address. These emails also include an easy method to manage your subscription(s), including unsubscribing to future emails.

Annual Fee

My Library will be invoiced an **Annual Fee of $176,766(USD)**. The Annual Fee includes an allocation of **$170,766(USD)** to use toward the selection of Digital Content.

In addition to the Annual Fee, Library requests to be invoiced in the amount of $_____(USD) to be put on deposit with OverDrive for future Digital Content purchases.

All payments due to OverDrive under this Agreement are due within thirty (30) days of presentation of invoice.

OverDrive Terms and Conditions:

The Term of this Agreement shall be for a twelve (12) month term**,** commencing on start of service. This Agreement shall automatically renew for successive terms of twelve (12) months unless either party provides written notice of intention not to renew ninety (90) days prior to the expiration of the then-current term.

OverDrive Digital Library Reserve is licensed pursuant to the OverDrive Digital Library Reserve Access Agreement, available at http://www.overdrive.com/dlr-aa.pdf, the terms of which are incorporated herein and may be modified from time to time.

Acknowledgement and Acceptance:

On behalf of my Library, I represent and warrant that I have the authority to enter into this Agreement and my signature below indicates my Library's agreement and acceptance of the OverDrive Digital Library Reserve Access Agreement.

By (signature) _____ Title City Manager

for

Name (Print) Mike Futrell Date 10/11/24

Approved as to Form:

By: _____

Brandon S. Mercer
Deputy City Attorney

Attest: _____

Donesia Gause, City Clerk

PUBLIC LIBRARY CONNECT

Library Consent Form

LIBRARY INFORMATION

Name of Public Library/Participating Library/Consortium ("Library"): City of Riverside Public Library

OverDrive-Hosted Website URL: (ex: mylib.overdrive.com) NA

PRIMARY CONTACT

Name: Rafael Iniguez Zazueta

Title: Bussiness System Support Analyst

Telephone: 951 826 5214

Email:

Public Library CONNECT (PLC) enables students in designated schools within the library's service area to directly access their OverDrive digital collection.

Subject to the Terms and Conditions below, please select schools/districts designated for access (pick one):

- ☐ Any school and/or district requesting access
- ☐ Any public school and/or public school district requesting access
- ■ Library must approve each school and/or district request individually

Enter any schools and/or districts pre-approved for connection here:

RUSD & AUSD

Terms and Conditions:

- The undersigned consents to allowing the school community from the designated schools and/or school districts ("Participating School") to utilize student IDs or school or district sign-on credentials to be authenticated and borrow digital content from Library's OverDrive-hosted digital collection.
- PLC is provided to Library at no cost and does not require any Library integration or other ILS changes.
- Titles checked out by students using PLC will be reported in Library's Marketplace Checkout report under "Borrowed from: Sora."
- Anonymous, aggregate checkout data of students using PLC will be shared with a Participating School if requested by the Participating School.
- Participating Schools using PLC must be limited to schools or districts with students in the Library's service area and are subject to OverDrive's approval. Each Participating School must execute a PLC consent form prior to participating in PLC.
- The term of PLC shall run concurrent with Library's service agreement. In the event of termination or expiration of Library's OverDrive service agreement, Participating Schools will no longer have access Library's OverDrive-hosted digital collection via PLC.
- Library can terminate its participation in PLC at any time by providing 30-days prior written notice to OverDrive. Library can terminate any individual school's or district's PLC connection to Library's OverDrive-hosted digital collection by providing OverDrive with 30-days prior written notice.
- This PLC consent form supersedes and replaces any prior PLC consent form signed by Library.

Sign us up!

On behalf of Library, my signature below indicates acceptance of the above Terms and Conditions, as well as authority for my library to enter into this agreement.

By: (signature)

Title: City Manager

Name: (Print) for Mike Futrell

Date: 10/11/2024

Attest: Donesia Gause, City Clerk

APPROVED AS TO FORM

Please complete this consent form and email to connect@overdrive.com or return by fax to +1 216-573-6889.

OverDrive

Enrollment Form

Reciprocal Lending Arrangement (RLA)

WHAT IS RLA?

Similar to physical inter-library loan, OverDrive's Reciprocal Lending Arrangement (RLA) program allows users with an eligible card at one library to borrow digital titles from other libraries participating in the same RLA group.

DISTINGUISHING HOME AND VISITORS

With RLA, a user with a library card to your library is called a "**home user**" and the same user visiting another library's digital collection is called a "**visitor**." Libraries participating in the RLA group will determine the level of access for visitors. For a consistent user experience, we highly recommend all libraries in the RLA group select the same settings for visitors.

PREFERENCES FOR VISITORS

Below, please indicate your RLA group's preferred settings for visitors:

1. Allow visitors to place holds ◉ Yes ○ No
2. Allow visitors to recommend titles for purchase ◉ Yes ○ No
3. Allow visitors to borrow titles that are Metered Access by checkout ◉ Yes ○ No
4. Allow visitors to borrow titles that are Metered Access concurrent use ◉ Yes ○ No
5. Allow visitors to borrow titles that are Metered Access by the earlier of time or checkout ◉ Yes ○ No
6. Allow visitors to borrow titles in the Cost Per Circ lending model ◉ Yes ○ No
7. Allow visitors to have access to Lucky Day titles ◉ Yes ○ No
8. Library wishes to prioritize holds for its home users ◉ Yes ○ No

Visitors will not have access to Simultaneous Use content (including Magazine subscriptions and Database Subscriptions).

Visitors will not have access to streaming media in the Cost Per Circ lending model.

Visitors will have access to all one copy/one user titles and Metered Access By Time titles in Library's collection.

TERMS AND CONDITIONS

- In order to maintain eligibility in the RLA program, each RLA Library agrees to spend an annual amount equal to at least ninety-five percent (95%) of their previous fiscal year's total content expenditure with OverDrive. If an RLA library fails to meet this spending minimum and does not spend the required amount within thirty (30) days of written notification from OverDrive, OverDrive reserves the right to temporarily suspend and/or terminate the RLA library's access to the RLA group, at its sole discretion.
- To evaluate trends in RLA usage, libraries participating in RLA agree to share basic collection information, such as patron activity and collection size, with other libraries participating in the RLA group.
- Any or all of the RLA libraries listed below may terminate their participation in the RLA program for any reason by providing OverDrive and the other participating libraries at least thirty (30) days prior written notice.

- This Agreement is a commitment of the current revenues of the Library. If Library's governing body or similarly related entity fails to appropriate sufficient funds in any fiscal year for payments due under this Agreement, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, (1) Library shall give OverDrive immediate notice of such non-appropriation event and provide written evidence of such failure by Library's applicable governing body and (2) on or before sixty (60) days from OverDrive's receipt of notice of non-appropriation, the parties shall cooperate to determine an appropriate course of action as it relates to the OverDrive services provided under this Agreement. In the event that after such sixty (60) day period, no determination is reached on payment and continued provision of services is not possible, then the Agreement and all services hereunder shall terminate on the first day of the fiscal year in which funds are not appropriated.

- On behalf of your library, you agree to participate in the RLA based on the settings selected above. Please execute this Reciprocal Lending Arrangement Enrollment Form in the space provided below.

Library Name: City of Riverside Public Library

Name: for Mike Futrell

Title: City Manager

Date: 10/11/24

Total Content Expenditures: $170,766

Fiscal Year End: June 30, 2025

Signature:

Attest:
Donesia Gause, City Clerk

Approved as to Form:

By:
Brandon S. Mercer
Deputy City Attorney