

**Schedule "C"**  
**Library Participation Form – Southeast Florida Municipal Libraries Digital Consortium**

1. In consideration of participation in the Southeast Florida Municipal Libraries Digital Consortium ("Consortium"), lending digital materials, Participating Library agrees to abide by the terms and conditions of the Agreement.
2. Participating Libraries shall pay OverDrive an Annual Participation Fee for joining and ongoing services provided to Consortium. The Participation Fee shall include any and all services relating to use of the Application Services including the Digital Library Reserve (DLR) System License, configuration and customization of website services, third party software licenses, hosting, bandwidth, and maintenance of the application services and staff training. The Annual Participation Fee shall be based upon Participating Library's Legal Service Area Population as reported by the then current information available at the Institute of Museum and Library Services (<http://harvester.census.gov/imls/search/index.asp?&LibraryName>).

**Annual Participation Fee for 2014 - 2016\***

			Please check one:
Tier 1	Legal Service Area Population up to 5,000	\$1,500 per year	_____
Tier 2	Legal Service Area Population of 5,001 – 35,000	\$3,000 per year	_____
Tier 3	Legal Service Area Population of 35,001 – 70,000	\$6,000 per year	_____ <input checked="" type="checkbox"/>
Tier 4	Legal Service Area Population of 70,001 – 100,000	\$9,000 per year	_____

\*The current term is two (2) years. After the current term of two (2) years the Annual Fee is subject to change. The Annual Fee shall be due and payable within thirty (30) days of receipt of invoice.

3. Florida Public Libraries that are in the service area of the Southeast Florida Library Information Network ("SEFLIN") with Legal Service Area Populations under 100,000 shall be eligible to join Consortium. Any current OverDrive customer (standalone system) shall not be eligible to join Consortium. Notwithstanding the foregoing, OverDrive shall have sole discretion to approve any and all new libraries that seek to join Consortium. Non-SEFLIN Participating Libraries may be subject to an administrative fee levied by SEFLIN.
4. The Annual Participation Fee collected during each year shall be allocated as follows: one-third (1/3) towards configuration, system fees, and maintenance, and two-thirds (2/3) toward selection of Content for the shared collection. At any time during the term of this Agreement, Consortium and/or Participating Libraries may select additional Content subject to standard terms and pricing. Consortium and/or Participating Libraries shall make payments to OverDrive for Content selections within thirty (30) days of receipt of invoice.
5. Authorized Patrons and/or Participating Library may access and/or download the Digital Content (i) on Participating Library-issued devices or computers with exclusive and individual unique user accounts; (ii) on Participating Library-issued devices which are circulated in accordance with the OverDrive Test Drive program; (iii) on Authorized Patrons personal devices; (iv) on shared Participating Library computers which employ an application that restores the computer to its original configuration after use by an individual Authorized Patron (e.g. Deep Freeze, Windows SteadyState, or other similar application); and (iv) For any use consistent with the relevant fair use doctrine or similar law in your jurisdiction.
6. Participating Library shall be eligible to enroll in the OverDrive Advantage program, at the then-current rate for enrollment.
7. Participating Library shall include a direct hyperlink and/or logo linked to the DLR service from Participating Library's home page and other appropriate sub-pages. Such link or logo shall be featured no less prominently than other electronic resources or services including but not limited to EBSCOhost, Recorded Books, Ingram and 3M.
8. Participating Library acknowledges it may incur additional license fees or costs related to MARC records, SIP or similar protocol for patron authentication. All such fees shall be at Participating Library's own expense, and are not included in the Participation Fee.
9. Participating Library acknowledges that if Participating Library withdraws from Consortium prior to the expiration of Agreement with OverDrive, all content, products, and services that have been purchased with the Participating Library's monetary and in-kind contributions to Consortium shall remain with Consortium.

*[signature page follows]*

Accepted and agreed this 2<sup>nd</sup> day of April 2015 by:

City of North Miami ("Library")  
("Participating Library")  
835 NE 132nd St  
North Miami, FL 33161

By (signature): [Signature]  
Name (Print): Aleem A. Ghany

Title: City Manager

By (signature): [Signature]  
Name (Print): Regine Monestime  
Title: City Attorney

By (signature): [Signature]

Name (Print): Michael A. Etienne, Esq.

Title: City Clerk

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 email address. These emails also include an easy method to manage your subscription(s), including unsubscribing to future emails.

Please fill out the following with the appropriate contacts:

**Billing Contact(s)**

Name(s), email address, and billing address of contacts to receive billing:

Name: Lucia Gonzalez  
Email: Lgonzalez@northmiamifl.gov  
Address: 835 NE 132nd Street  
North Miami, FL 33161  
Phone: (305) 335-8215

Name: Maritza Santana-Prima  
Email: MSantana-Prima@northmiamifl.gov  
Address: 835 NE 132nd Street  
North Miami, FL 33161

**ILS Change Contact(s)**

Names(s) and email address of contacts allowed to request ILS changes for your library:

Name: Audrey Ryan  
Email: ARyan@northmiami.fl.gov

Name: Modesto Echezarreta  
Email: MEchezarreta@northmiamifl.gov

**Collection Contact(s)**

Name(s) and email address of contacts who will work on collection management:

Name: Audrey Ryan  
Email: ARyan@northmiami.fl.gov

Name: Lucia Gonzalez  
Email: Lgonzalez@northmiamifl.gov

**Promotional Materials Contact(s)**

Name(s) and email address of contacts to work with our Partner Services Team on promotion:

Name: Lucia Gonzalez

Email: Lgonzalez@northmiamifl.gov