


Date: October 28, 2024

To: John Blair, City Manager 
John Blair (Nov 1, 2024 16:01 MDT)

From: Margaret M. Neill, Library Division Director 
Margaret Neill (Oct 31, 2024 15:29 MDT)

Via: Maria Sanchez Tucker, Community Services Director 

Subject: Request for Approval of Contract for Purchase of Digital Content

Vendor Name: Midwest Tape

Munis Vendor Number: 2551

ITEM AND ISSUE:

Community Services/Library Division respectfully requests your review and approval of a contract in the total amount of \$160,810.00 for the purchase of digital content such e-books, e-audiobooks and digital magazines for library use. Purchase of library materials in either digital or print form is exempt per NMSA 13-1-98-E (2013).

2510101.530700 (GO Bond): \$21,200.00
2510104.530700 (Southside Books/Subs): \$17,000.00
2510104.530750 (QOL Book Acq): \$100,00.00
2550101.530750 (Southside Book Acq): \$22,610.00

CONTRACT NUMBER:

3250282

BACKGROUND AND SUMMARY:

Santa Fe Public Library provides access to a variety of informational and entertainment materials in multiple formats as part of its mission to provide access to information. Hoopla offers digital e-book, e-audio & e-magazine downloads to personal devices like smart phones and tablets and is one of the largest and most established digital material companies for libraries.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:


The procurement method used was NMSA 1978, Section 13-1-98, Exempt

Per NMSA 1978, Section 13-1-98 (E) purchases of physical or digital library books and materials are exempt.

Chief Procurement Officer (CPO) / Designee: *Stan J. Inf...* **Date:** Nov 1, 2024
CPO Comment/Exceptions: approved exemption on file

FUNDING SOURCE:

Fund Name/Number: Library Fund/251; Quality of Life Fund/255

Munis Org Name/Number: Library Programs/2510101; SSLibrary Ops/2510104; QOL-Library/2550101 

Munis Object Name/Number: Books/Subscripts/Periodicals/530700; Book Aquisition/530750

Budget Officer / Designee: *Andy Hopkins* **Date:** Nov 1, 2024
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☐ Yes | ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Capital Asset* or Project** ☐ Yes | ☒ No

Project Ledger #: _____

(*will this procurement result in a tangible item that costs more than \$5,000?)

(**Capital Projects are new and improvement projects that are going to cost \$10,000 or more)

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: Exemption Determination/Email

Vendor's Quote ☐

Software Contract ☐

Professional/General Service Contract

Vendor Quote

Certificate of Liability

Horizons declination

CPO Service Determination Email

GO Bond Bar Packet

Approved

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

Please note that the Council is in the process of reviewing and adding services that are suitable for State Use and services may be added or removed from this list in the future.

-
- ADA Accessibility Consulting Services
 - Auctioneering Services
 - Bulk Mailing and Sorting
 - Botanical Services
 - Call Center Services
 - Car Washing
 - Clerical Data Entry
 - Computer Refurbishing
 - Courier Services
 - Debris Removal
 - Decontamination, Sanitation and Sterilization Services
 - Dishwashing Services
 - Document Imaging
 - Document Shredding
 - Envelope Stuffing
 - Event Planning
 - General Labor
 - Greeting Services
 - Hard Drive Destruction
 - Janitorial and Housekeeping Services - Including COVID-19 Disinfecting and other Disinfecting Services
 - Kit Assembling
 - Landscape Irrigation
 - Landscaping

- Lobby Attendant
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Moving Services
- Pest Control and Extermination Services
- Plant Rental Services
- Printing Services
- Receptionist, Filing and Clerical Services
- Recycling Services
- Rest Area Maintenance
- Screen Printing
- Shelf Stocking and Restocking
- Snow Removal
- Transcription Services
- Transportation
- Wildlife Services Management
- Yard, Grounds, and Lawn Maintenance

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [NEILL, MARGARET M.](#)
Subject: RE: Purchasing Exemption Request-Midwest Tape LLC
Date: Tuesday, July 9, 2024 11:34:45 AM
Attachments: [image003.png](#)

Margaret, this is exempt per NMSA 1978, Section 13-1-98 (E).

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>

Internal Link: https://intranet.santafenm.gov/finance_1



From: NEILL, MARGARET M. <mmneill@santafenm.gov>
Sent: Tuesday, July 9, 2024 10:49 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Purchasing Exemption Request-Midwest Tape LLC

Good morning, Travis.

I am requesting a purchasing exemption for Hoopla, dba Midwest Tape LLC. Midwest Tape is one of two primary vendors we use to purchase access to digital materials. We have not yet allocated funds for FY25, but the estimate for Hoopla is \$180,000.00, using a mix of state funding and general fund money.

I am requesting to use NM Stat § 13-1-98 -E (2023): purchases of books, periodicals, instructional materials and training materials in printed, digital or electronic format from the publishers, designated public-education-department-approved instructional material depositories or copyright holders thereof and purchases of print, digital or electronic format library materials by public, school and state libraries for access by the public;

Thank you for your time and attention to this request.

Margaret M. Neill (*she/her/hers*)

Library Division Director

City of Santa Fe

Office: (505) 955-6788 / Cell: (505) 479-1646

145 Washington Ave. Santa Fe, NM 87501

mmneill@santafenm.gov



Santa Fe Public Library

Community Services Department, City of Santa Fe, New Mexico

underscored material = new
[bracketed material] = delete

1 HOUSE BILL 430

2 54TH LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2019

3 INTRODUCED BY

4 Linda M. Trujillo

5
6
7
8
9
10 AN ACT

11 RELATING TO PROCUREMENT; PROVIDING EXEMPTIONS FROM THE
12 PROCUREMENT CODE FOR CERTAIN LIBRARY, PUBLISHING AND
13 DISTRIBUTION PURCHASES.

14
15 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

16 SECTION 1. Section 13-1-98 NMSA 1978 (being Laws 1984,
17 Chapter 65, Section 71, as amended) is amended to read:

18 "13-1-98. EXEMPTIONS FROM THE PROCUREMENT CODE.--The
19 provisions of the Procurement Code shall not apply to:

20 A. procurement of items of tangible personal
21 property or services by a state agency or a local public body
22 from a state agency, a local public body or external
23 procurement unit except as otherwise provided in Sections
24 13-1-135 through 13-1-137 NMSA 1978;

25 B. procurement of tangible personal property or

.212549.1SA

underscored material = new
[bracketed material] = delete

1 services for the governor's mansion and grounds;

2 C. printing and duplicating contracts involving
3 materials that are required to be filed in connection with
4 proceedings before administrative agencies or state or federal
5 courts;

6 D. purchases of publicly provided or publicly
7 regulated gas, electricity, water, sewer and refuse collection
8 services;

9 E. purchases of books, periodicals and training
10 materials in printed or electronic format from the publishers
11 or copyright holders thereof and purchases of print, digital or
12 electronic format library materials by public, school and state
13 libraries for access by the public;

14 F. travel or shipping by common carrier or by
15 private conveyance or to meals and lodging;

16 G. purchase of livestock at auction rings or to the
17 procurement of animals to be used for research and
18 experimentation or exhibit;

19 H. contracts with businesses for public school
20 transportation services;

21 I. procurement of tangible personal property or
22 services, as defined by Sections 13-1-87 and 13-1-93 NMSA 1978,
23 ~~by the corrections industries division of the corrections~~
24 department pursuant to rules adopted by the corrections
25 industries commission, which shall be reviewed by the

.212549.1SA



P.O. Box 820 Holland, OH 43528
800-875-2785

Quote

Santa Fe Public Library (NM)
Digital Account
145 WASHINGTON AVE
SANTA FE NM 87501

Document Number **506265383**
Document Date **10/31/2024**
Customer **2000014695**
Customer PO
Payment Terms

Description	Quantity	Amount	Extended Amount
Advance Digital Payment	1	160,810.00	160,810.00
Total due in USD			160,810.00

To view and/or download transactional data for the above charges, please login to your account at <https://midwesttape.com>

Remit ACH/wire payments to:
Beneficiary Bank: Key Bank
Beneficiary Bank Routing Number: 021052053
Beneficiary Account Name: Midwest Tape LLC
Beneficiary Account #: 14628438

Remit check payments to:
Midwest Tape, LLC
P.O. Box 715733
Cincinnati, OH 45271-5733

Federal ID# 37-1499686

For questions on your invoice, please email us at accountsreceivable@hoopladigital.com

hoopla® Digital Media Agreement

This hoopla Digital Media Agreement ("Agreement") is made as of this ____ day of _____, 20__ ("Effective Date") by and between the City of Santa Fe (the "Library"), and Midwest Tape, LLC.

WHEREAS, Midwest Tape's hoopla Digital Media Platform ("hoopla," the "Platform," or the "hoopla Platform") allows participating libraries to provide their users with access to digital media content using smart phones, tablets, computers, streaming devices, and web browsers; and

WHEREAS, the Platform is designed to be accessible 24/7 and offers various licenses to media content in multiple formats, including, without limitation, movies, television programs, music, audiobooks, eBooks, and comics, subject to circulation limits (if any) and other settings established by the user's library system; and

WHEREAS, the Library wishes to make hoopla available to its authorized users ("Patrons");

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Library and Midwest Tape (each a "Party" and collectively the "Parties") agree as follows:

1. **DEFINITIONS.** The following definitions apply wherever these terms appear in this Agreement, including the Appendices:

1.1 "Digital Media Platform" means one or more computer programs or applications owned, maintained, and/or used by Midwest Tape to provide access to Digital Titles and/or to allow the Library to manage its offering and Patron use of Digital Titles, including the hoopla Application, hoopla Website, and Library Administration Website.

1.2 "Digital Titles" means any and all digital media content that Midwest Tape makes available to the Library and its Patrons via the Digital Media Platform during the Term of this Agreement.

1.3 "Flex Borrow" or "Flex Circulation" means a one-copy/one-user ("OCOU") Circulation, as defined in Appendix 2 to this Agreement. As set forth in the attached Appendix 2, a Flex Borrow occurs when a Patron uses the hoopla Application or hoopla Website to borrow a Digital Title that is at that time available to that user in the form of a "OCOU" license owned or controlled by the Library.

1.4 "Flex License" means a one-copy/one user license ("OCOU License"), as set forth in the attached Appendix 2.

1.5 "hoopla Application" means one or more computer applications maintained, owned, and/or used by Midwest Tape to provide access for limited periods to Digital Titles (including the ability to browse, borrow, stream, download, and/or return such titles) using certain streaming devices, smart phones, tablets, and/or other mobile devices.

1.6 "hoopla Website" means a Midwest Tape website (currently www.hoopladigital.com) that may be used to access, browse, borrow, stream, and/or return Digital Titles.

1.7 “Instant Borrow” or “Instant Circulation” means a pay-per-use (“PPU”) Circulation, as defined in Appendix 2 to this Agreement. As set forth in the attached Appendix 2, an Instant Borrow occurs when a Patron uses the hoopla Application or hoopla Website to borrow a Digital Title (or to obtain access to a “Binge Pass”) pursuant to a PPU license that is paid for by the Library.

1.8 “Instant License” means a pay-per-use license (“PPU License”), as set forth in the attached Appendix 2.

1.9 “Intellectual Property Rights” means all rights in and to patents, trademarks, service marks, trade names, copyrights, trade secrets, technology, software, designs, algorithms, know-how, as well as moral rights and all other intellectual and proprietary rights of any type under any applicable laws.

1.10 “Library Administration Website” means one or more Midwest Tape website(s) (currently available at www.midwesttapes.com) that may be accessed and utilized by the Library to obtain OCOU Licenses, manage content available to Patrons in the Platform, and administer Library policies in regard to Patron use of the Platform.

1.11 “Library Online Catalog” means the website(s) owned, maintained, and/or used by or for the Library for the purpose of providing information to Patrons and/or the general public about the Library and its various content offerings, policies, objectives, initiatives, and procedures.

1.12 “Marks” means any trademarks, service marks, trade names, logos, designs, icons, characters, cover art, styles, trade dress, or other indicators of source associated with any Digital Titles, including without limitation all translations or transliterations of the foregoing in any language, or any colorable imitations or modified versions thereof.

1.13 “Midwest Tape” means Midwest Tape, LLC and any of its parents, subsidiaries, or affiliated entities that are engaged in the business of selling and distributing media content in digital form to libraries and library users via the Platform.

1.14 “Pre-Owned Content” has the meaning set forth in Appendix 2.

1.15 “Service Partners” means any third parties that provide digital storage, webhosting, IT services, data analysis and processing, or distribution or other services to Midwest Tape in connection with the Platform.

1.16 “Title Summary and Promotional Data” means, with respect to each Digital Title, the following information and data that is made available to Library pursuant to this Agreement: (i) title; (ii) author(s), publisher, illustrator(s), narrator(s), actor(s), director(s), producer(s), studio(s), and similar descriptive information; (iii) if commercially used, the digital object identifier; (iv) narrative description or summary of the work; (v) cover art and image, graphics, and other images; (vi) copyright notice; and (vii) any other identifying information.

1.17 “Vendor” means any supplier to Midwest Tape of (i) Digital Title(s); (ii) Title Summary and Promotional Data; and/or (iii) technology or services necessary for Midwest Tape to provide the Platform to the Library.

2. Library RIGHTS & OBLIGATIONS.

2.1 Rights. During the Term, and subject to all the terms and limitations set forth in this Agreement, Midwest Tape grants to the Library the non-exclusive and non-transferrable right to display and access the Platform and Title Summary and Promotional Data for the limited purpose of: (a) allowing Patrons to access, view, and borrow Digital Titles through the Platform and pursuant to this Agreement; (b) promoting awareness and authorized use of the Platform, including via postings on the Library Online Catalog; and (c) establishing and implementing Library-specific policies in regard to use of the Platform by the Library and Patrons, consistent with this Agreement and the requirements of the Platform.

2.2 Limitations. Except for the limited, non-exclusive, non-transferrable rights expressly granted to Library under this Agreement, Library shall have no right in or to, or ownership of, the Platform, Digital Titles, hoopla Application, hoopla Website, Library Administration Website, Marks, Title Summary and Promotional Data, or any other artwork or materials delivered by or on behalf of Midwest Tape. The Library shall have no right to access, use, modify, or reproduce any portion of any source code relating to the Platform, or to make, sell, or distribute any variations or derivative works of the Platform. The Library agrees to the support and protection of Intellectual Property Rights (including but not limited to copyright and trademark protections), to discourage copyright or trademark infringement, to use its best efforts to prohibit Patrons or others from engaging in such infringement (including by immediately notifying Midwest Tape of any known or suspected violations of Intellectual Property Rights relating to use of the Platform or the Digital Titles), and to refrain from facilitating such activity. In addition, the Library will comply with all other requirements communicated by or on behalf of Midwest Tape with respect to any Intellectual Property Rights and the Marks.

2.3 No Public Performance Rights. The Library shall have no public performance rights in the Digital Titles under the terms of this Agreement. Accordingly, the Library may not offer any Digital Titles as a performance to Patrons or the general public, sponsored by the Library or otherwise.

2.4 General Obligations. To facilitate the successful introduction of the Platform to Patrons, and the use of the Platform by Patrons, the Library shall: (a) regularly communicate to staff, Patrons, and the general public served that the Platform is available to Patrons; (b) provide suitable training opportunities to appropriate Library staff members, so that they understand the Platform and can assist in the promotion and the use of the Platform by Patrons; (c) regularly feature prominent links and references to popular Digital Titles and the hoopla Website on the Library Online Catalog's homepage; (d) incorporate MARC record data regarding Digital Titles in the Library's catalog to enhance the discoverability of key content available in the Platform; (e) manage all funds designated or appropriated for use of the Platform; (f) participate in the implementation of the Platform, including without limitation by providing Midwest Tape with sufficient and accurate information to identify Patrons of the Library who are authorized to utilize the Platform; (g) provide Primary Support, as defined below; (h) perform requested linkage between the Platform and the Library Online Catalog, as well as reasonable technical services to support and maintain the Platform during the Term; and (i); notify Midwest Tape at least three (3) business days before any change in any RSS links, ILS configuration, URL updates, or other equipment or technology that could adversely impact the Platform and/or the use of the Platform, including any changes that could impact the process of Patron authentication.

2.5 Network Connectivity. The Library is responsible for providing a suitable network and Internet system for integration of the Platform into the Library Online Catalog or other systems.

2.6 Use of the Library Administration Website. The Library agrees that it is solely responsible for managing its use of the Library Administration Website and using that website as designed and in accordance with the Terms and Conditions posted on that website, including by establishing, verifying, and maintaining any settings and controls regarding use of the Platform by Patrons (e.g., limitations on circulations, content restrictions, reporting preferences, etc.).

2.7 Library Online Catalog. The Library is solely responsible for all aspects of catalog integration, operation, training, support, and/or maintenance necessary for the operation of the Library Online Catalog. This may include obtaining a SIP2 or similar protocol software license(s) from a third-party vendor in order to support direct integration of the Platform with the Library's own Library Online Catalog or other systems, as well as the cost for customized MARC records it may obtain from a third-party supplier such as OCLC. The Library shall keep its hoopla account information current with Midwest Tape and promptly alert Midwest Tape to any significant changes relating to the Library Online Catalog, including but not limited to changes of personnel that could impact the support, functionality, and/or performance of the Platform.

2.8 Primary Support. The Library is responsible for providing its Patrons with "Primary Support," which includes assisting Patrons with the use of the Platform, responding to Patron questions regarding the functionality and technical requirements of the hoopla Website and the hoopla Application, and helping Patrons with the process of communicating with Midwest Tape where necessary and appropriate to obtain additional support and technical assistance.

2.9 No Warranties or Representations to Others. The Library represents and agrees that, except for the representations, warranties, and promises made to Midwest Tape in this Agreement or under the Terms and Conditions applicable to the Library Administration Website, neither the Library nor any of its employees, agents, or others acting under its direction has made or will make any representations or warranties, express or implied, to anyone concerning the Platform, Digital Titles, hoopla Application, hoopla Website, and/or Library Administration Website.

2.10 Compliance with Applicable Laws and Regulations. The Library will comply with all applicable laws, ordinances, rules, regulations, and other legal requirements in connection with its performance under this Agreement.

2.11 Costs and Expenses. The Library is responsible for all of its own expenses and costs related to its performance under this Agreement. Midwest Tape has no obligation to reimburse the Library for any expenses or costs incurred by the Library related to this Agreement or to the performance of the Library's obligations, including but not limited to any expenses and costs incurred in the preparation, systems integration, or use of the Digital Media Platform, Library Administration Website, hoopla Website, and hoopla Application.

3. FEES, PAYMENTS & REPORTING.

3.1 Invoicing and Payment. Except for purchases of Flex Licenses (which will be invoiced to the Library by Midwest Tape after each purchase), Midwest Tape will invoice the Library by Invoice Period. "Invoice Period" means a calendar monthly period in which transactional activity occurs. Payment of each invoice will be due within thirty (30) days from the date of the invoice. During any period in which Midwest Tape is holding an Advance from the Library, Midwest Tape will apply the Advance funds toward payment of the invoice upon issuance.

3.2 Reporting. Through the Library Administration Website, the Library will have access to certain reports summarizing Patron usage, circulation data, and purchase activity for the Digital Titles.

3.3 Taxes. The Library is required to provide a sales tax exemption certificate, if applicable, to Midwest Tape as part of the on-boarding process. If the Library is not exempt or does not do so, Midwest Tape will add (and collect) sales taxes to any purchases made pursuant to this Agreement.

4. TERM AND TERMINATION.

4.1 Term. The term of this Agreement (the "Term") begins on the Effective Date and continues for a period of 24 months thereafter.

4.2 Termination. This Agreement may be terminated in either of the following ways:

By Notice. Either Party may terminate this Agreement, with or without cause, at the end of the Term by providing the other Party with sixty (60) days' advance written notice prior to the end of the Term.

Due to Breach. Either Party may suspend its performance or, at that Party's sole option, terminate this Agreement by providing the other Party with written notice of such action in the event of (i) the other Party's material breach of this Agreement, which breach continues uncured for a period of thirty (30) days after written notice of such breach; or (ii) the Library's failure to perform its payment obligations under this Agreement for a period of at least thirty (30) days. If any period of such suspension exceeds 30 days, the non-breaching Party may terminate this Agreement by providing the other Party with written notice of such action.

Upon termination of this Agreement, the Library shall immediately (i) cease distribution and use of the Platform, hoopla Application, hoopla Website, Digital Titles, Marks, Title Summaries and Promotional Data; and (ii) pay all amounts due to Midwest Tape. Once the Library satisfies these obligations, any unapplied portion of an Advance payment will be refunded within thirty (30) days.

5. MIDWEST TAPE RIGHTS & OBLIGATIONS.

5.1 The hoopla Platform. During the Term, Midwest Tape and/or its Service Partners will provide for the following: (a) hosting of and support for the Platform as provided in this Agreement; (b) designation of an implementation specialist ("hoopla Coordinator") to be available for customer support to the Library in connection with the launch and implementation of the Platform; and (c) Library access to the Library Administration Website, which offers tools to enable the Library to manage use of the Platform, including in regard to its inventory, Patron borrowing limits, lending policies, title blocking, ratings and user-advisory settings, usage dashboard, and reporting.

5.2 Ownership of Vendors' Intellectual Property. Subject to the provisions of this Agreement, hoopla Vendors retain all of their Intellectual Property Rights in and to their Digital Titles, Metadata, Marks, and Promotional Postings, artwork, and other property that may be utilized or accessed in connection with the Platform.

5.3 Ownership of Midwest Tape's Intellectual Property. As between the Parties, Midwest Tape owns and retains all Intellectual Property Rights in and to the Digital Media Platform, hoopla Application, hoopla Website, Library Administration Website, Midwest Tape and hoopla and hoopla digital trademarks, and all other Midwest Tape intellectual property, including but not limited to all modifications, updates, or improvements made thereto. The Library acknowledges Midwest Tape's ownership of such Intellectual Property Rights.

5.4 Modifications to Digital Media Platform. The Platform, hoopla Application, hoopla Website, Library Administration Website, and other aspects and features of hoopla may be modified at any time by Midwest Tape in its sole discretion, including, without limitation, in order to develop, modify, or improve operations, performance, or functionality.

5.5 Addition, Removal, and Modifications of Digital Titles. Midwest Tape has the right to take any or all of the following actions with respect to any Digital Title(s) at any time and in its sole discretion: (a) add or remove Digital Titles to or from the Platform; (b) set or adjust the applicable fees and charges, including, without limitation, PPU Circulation Fee(s), OCOU License Fees, and/or other charges relating to the Platform and/or the media content available on the Platform; (c) replace content files, Metadata, and/or Promotional Postings; and (d) edit or modify editorial content or designs. The Library will be notified by email, the Library Administration Website, or other means of major modifications to the functionality of the Platform.

5.6 Promotion of the Platform. Midwest Tape may, at its own expense and in its own discretion, publicize the Platform and communicate with the general public and Patrons regarding the availability, features, and use of the Digital Titles, Digital Media Platform, hoopla Application, and hoopla Website.

5.7 Support. To support the Platform, Midwest Tape will (a) maintain help files, information, and other appropriate documentation and training materials; (b) undertake reasonable efforts to help the Library perform its obligation to provide Primary Support to Patrons, including by offering periodic training opportunities to Library staff, updating the Library regarding system changes, and providing the Library with answers to "frequently asked questions" related to the Platform; (c) supply activation support, including assisting with the implementation of any software, and reasonable levels of continuing support to assist the Library in its use of the Platform; and (d) make technical support personnel available for feedback, problem solving, and/or general questions. Technical support services to the Library include: (i) reasonable efforts to identify, correct, and/or circumvent errors in the Platform, hoopla Application, hoopla Website, and Library Administration Website; and (ii) supplying updates, enhancements, and new versions of the Platform as they become available (the "Secondary Support"). It is acknowledged and agreed that Midwest Tape has no obligation to provide Primary Support to Patrons and any support provided to Patrons will be in its sole discretion.

During the Term, Midwest Tape will use reasonable efforts to provide continuous service. Permissible down time includes periodic unavailability due to matters such as: maintenance of the server(s); installation or testing of software, public or private telecommunications services, or internet nodes or facilities; and failure of equipment or services outside its control. Scheduled down time will occur periodically and at times designed, in Midwest Tape's sole discretion, to minimize inconvenience to hoopla users.

6. MISCELLANEOUS.

6.1 DISCLAIMER OF WARRANTIES. MIDWEST TAPE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

6.2 LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT RESTRICTION OF THE FOREGOING, MIDWEST TAPE'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY LIBRARY TO MIDWEST TAPE DURING THE TWELVE MONTHS PRIOR TO THE DATE THAT ANY CLAIM ALLEGEDLY AROSE.

6.3 Confidential Information. "Confidential Information" means any non-public information of either Party that is disclosed to the other Party in connection with this Agreement either directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects, and that is either: (a) designated in writing as "Confidential" at the time of disclosure or within five (5) days thereafter; or (b) confidential by its very nature or that the receiving Party reasonably should know to be confidential. Confidential Information includes, without limitation, the terms of this Agreement, any and all non-public business plans, customer information, pricing, contract terms, available content and sales, marketing and/or finances of the disclosing Party. Each Party agrees to hold the Confidential Information of the other Party in confidence and to refrain from disclosing such Confidential Information to any third party, except: (i) to the extent required to be disclosed pursuant to governmental or judicial process, provided that notice of such process is promptly provided to the disclosing Party in order that it may have every opportunity to intercede in such process to contest such disclosure or seek an appropriate protective order; or (ii) to the receiving Party's professional advisors and contractors on a need to know basis, provided that such advisors and contractors are under an obligation to maintain the confidentiality of the Confidential Information. Confidential Information is the property of the disclosing Party, and the receiving Party will not be deemed by virtue of its access to Confidential Information to have acquired and right or interest in or to any such Confidential Information. This Section 6.5 shall not affect either Party's right to use or disclose information that is not Confidential Information, including information that is in the public domain or that the receiving Party can show was known to it without any confidentiality obligation prior to the disclosure by the disclosing Party.

6.4 Assignment. Except as provided herein, neither Party may, by operation of law or otherwise, assign, sublicense, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which may not be unreasonably withheld or delayed. Either Party may assign, transfer, or otherwise delegate any or all of its rights and obligations under this Agreement to any parent or subsidiary entity, any successor carrying on that part of the business to which this Agreement relates, or any purchaser of all or substantially all of the assets or stock of such Party. Each Party may appoint contractors to perform part of its obligations hereunder, provided that the Party remains fully responsible for such contractor's performance. This Agreement binds, benefits, and is enforceable by and against both Parties and their respective successors and permitted assigns.

6.5 Notices. Notices required by this Agreement must be sent by United States mail, as well as by electronic mail (or by facsimile), directed as follows:

To Midwest Tape:

Midwest Tape, LLC:
1417 Timberwolf Dr.
Holland, Ohio 43528
info@midwesttapes.com
1 (800) 875-2785

To Santa Fe Public Library

Margaret Neill, Library Division Director
145 Washington Ave.
Santa Fe, NM 87501
mmneill@santafenm.gov
(505) 955-6788

6.6 Amendment. No amendment, modification, addendum, or revision to this Agreement is valid unless it is in writing and signed by all Parties to this Agreement.

6.7 Arms-Length Negotiations. This Agreement was negotiated at arm's length with each Party receiving advice from independent legal counsel and has been executed and delivered in good faith. It is the intent of the Parties that no part of this Agreement should be construed against any Party because of the identity of the drafter.

6.8 Counterparts. This Agreement may be executed in counterparts, each of which taken together constitutes one single Agreement between the Parties.

6.9 Entire Agreement/Non-Reliance. This Agreement constitutes the sole and entire agreement between the Parties and supersedes and merges all prior agreements, proposals, negotiations, discussions, and understandings between the Parties relating to the subject matter of this Agreement. No Party has relied or can rely on any statement or representation that is not expressly contained in this Agreement as an inducement to enter into this Agreement.

6.10 Force Majeure. No Party may be considered in default or to have incurred any liability hereunder due to any failure to perform this Agreement should such failure arise out of causes beyond its reasonable control, including, without limitation, work stoppages, fires, riots, accidents, floods, storms, unavailability of utilities or fuel, Internet or other communication failures, or other similar failures or occurrences. The time for performance will be extended for a period equal to the duration of such conditions.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

ACCEPTED AND AGREED

ACCEPTED AND AGREED

The CITY OF SANTA FE

By: 
Randy Randall (Dec 13, 2024 14:22 MST)

Print Name: Randy Randall

Print Title: Interim City Manager

Date Signed: _____

MIDWEST TAPE, LLC


By: 

Print Name: Susan Basak

Print Title: Vice Pres.

Date Signed: 9/9/24

Attest:


Andrea Salazar (Dec 16, 2024 14:25 MST)
CITY CLERK XIV

City Attorney's Office:

 Oct 1, 2024
ASSISTANT CITY ATTORNEY

Finance:


EMILY OSTER,
FINANCE DIRECTOR

Appendix 2

hoopla® Licenses and Distribution Models

The chart below describes the distribution models included in Midwest Tape's hoopla offering as of the Effective Date, including the digital media licenses that are available via the Digital Media Platform.

Instant Borrows		Flex Borrows
License type	PPU (Pay-Per Use)	OCOU (One-Copy/One-User)
Circulations / Borrows	An Instant Title is a work that is available for simultaneous access by multiple users. Instant Titles may be accessed via PPU Circulations , otherwise referred to as Instant Borrows , each of which allows a user to stream, download, and/or access the chosen Instant Title, or collection of Titles (e.g., a "Binge Pass", described below), for a limited time that terminates upon the expiration of a fixed period or earlier "return" by the user. Instant Borrows are available regardless of whether another user has borrowed the same title for use at the same time. For each Instant Borrow, the Library purchases one Instant License to authorize that particular borrow. A " Binge Pass " is an Instant Borrow that provides the borrower access to a collection of titles, either directly through hoopla or through a third-party website or application.	A Flex Title is only available to one user at a time, via a digital OCOU Circulation , otherwise referred to as a Flex Borrow . If the Library has an available Flex License to a Flex Title, a Patron may activate a Flex Borrow and that license is digitally checked out and considered "in use." Other users cannot access that title during that borrow unless (i) the Library has purchased additional Flex Licenses to the same title, one of which is available at that time, or (ii) the same title also is available as an Instant Title. A Flex Borrow allows a user to stream, download, and/or access the title for a limited time that terminates upon the expiration of a fixed period or earlier "return" by the user.
Available formats	All formats (audiobooks, eBooks, comics, movies, television, music, and magazines). Binge Passes are available only for select titles and may not be available for all formats.	Currently available only for audiobooks and eBooks.
Payment obligations	A PPU-Circulation Fee is charged for each Instant Borrow. The fees, which are listed on the Library Administration Website, vary by title and format, and are subject to change from time to time. The fee is charged regardless of whether	Where available, Flex Licenses may be ordered via the hoopla Digital Library Administration Website. The costs of these licenses vary by title and format. Fees for Flex Licenses are invoiced after each purchase (typically daily).

Instant Borrows		Flex Borrows
<i>(continued)</i>	the borrowed content is actually accessed, viewed, streamed, or downloaded by the user. Fees for Instant Borrows are invoiced monthly.	
Borrow priority	To optimize Libraries' media purchases, Flex Borrows are prioritized over Instant Borrows of Instant Titles when possible. Therefore, if a user requests an Instant Title, and at that time a Flex License to that title is available, the borrow will be fulfilled as a Flex Borrow and no PPU-Circulation Fee will apply. (Note that this priority does not apply to Instant Borrows of Binge Passes. Users may borrow Binge Passes regardless of whether select titles within the Binge Pass may be available as Flex Licenses.)	Same. To optimize Libraries' purchases, Flex Borrows are prioritized over Instant Borrows of Instant Titles when possible.
Metering restrictions	N/A	A Flex License may be either perpetual, or "metered." Some publishers do not offer perpetual licenses, but instead offer metered licenses. Metered licenses are limited by time period and/or number of permitted borrows, as described in the Library Administration Website.
Pre-Owned Content	N/A	If the Library has acquired OCOU Licenses from another source (Pre-Owned Content), Midwest Tape may be able to include them as Flex Licenses on hoopla for the Library's use hereunder. The Library is responsible for (1) providing an accurate list of Pre-Owned Content for Midwest Tape's review (consistent with Appendix 3), and (2) notifying the owner and/or licensor of such Pre-Owned Content when the Pre-Owned Content is to be removed. The format to be used for listing the Library's Pre-Owned Content, including the required certification, is set forth on Schedule 1 to Appendix 3.

Appendix 3

Procedure for Pre-Owned Content ("POC")

1. Library to provide inventory of POC.
Promptly on or after the Effective Date, Library shall provide to Midwest Tape a written inventory of Pre-Owned Content (if any) that the Library has obtained prior to the Effective Date or otherwise outside the scope of this Agreement.
2. Format of inventory and additional information regarding POC.
<p>The written inventory shall be provided in table format as set forth in Part 1 of Schedule 1, or in another mutually agreeable format, and shall include the following information, for each license comprising Library's Pre-Owned Content:</p> <ol style="list-style-type: none">(1) the title, format (eBook or Audiobook), author(s), street date, publisher, ISBN number;(2) the date of purchase of the license, and the license type (e.g., Perpetual license, Limited Borrows license, Limited Time Period license, Limited Borrows & Time Period license);(3) the rights that Library has to that copy of the work, including the term and expiration date (if any) of the license and any other metering or other limitations on the term of the license (e.g., borrow limit), including the amount of time and/or number of borrows already used, as well as number of borrows remaining available, for the license as of the date of transfer; and(4) the name and contact information of the company or other entity from which Library obtained the license (or, if the Library owns the copyright in a work, a statement identifying Library's ownership of such work). <p>Library agrees to work in good faith to effectuate the assignment and transfer of Library's rights in such Pre-Owned Content to Midwest Tape, including, but not limited to notifying the owner and/or licensor of such Pre-Owned Content when the content is transferred. Upon request, Library also shall provide Midwest Tape with copies of any licenses, purchase orders, agreements, or any other documents reflecting Library's purchase or license of any Pre-Owned Content.</p> <p>Warranty by Library regarding POC Rights: Library represents and warrants that it owns the rights and licenses in and to the Pre-Owned Content set forth in Schedule 1 to Appendix 3, and that unless specifically stated in the Schedule, Library is authorized to assign or otherwise transfer such Pre-Owned Content to Midwest Tape as provided for under the terms of this Agreement.</p>
3. Assignment by Library of Rights in POC
As set forth on Schedule 1 to this Appendix 3, to the extent that Library has licensed any Pre-Owned Content, Library assigns and transfers its rights in or to such Pre-Owned Content to Midwest Tape for the purpose of allowing Midwest Tape to store, display, reproduce, grant rights of access to, convert, encode, distribute or otherwise administer and make such Pre-Owned Content available to Patrons via the hoopla Platform. Similarly, if and to the extent that Library owns the copyright to any content that may be made available to Patrons via the Digital Media Platform, Library hereby grants Midwest Tape a fully paid, royalty-free license to include such content in the Digital Media Platform and to make such content available via the Digital Media Platform without charge, and Library represents and warrants that such content does not infringe the copyright, trademark, or other rights of any third party. To the extent that Library cannot assign or otherwise transfer its rights in or to any Pre-Owned Content to Midwest Tape, Library grants Midwest Tape the exclusive right to negotiate with the owner and/or licensor of such Pre-Owned Content on Library's behalf, to obtain an assignment, transfer, license or any other rights necessary to allow Midwest Tape to store, display, reproduce, grant rights of access to, convert, encode, distribute or otherwise administer and make such Pre-Owned Content available to Patrons via the Digital Media Platform.
4. Efforts to include POC on the hoopla Platform to the extent possible.
Upon receipt of the Library's inventory of Pre-Owned Content, Midwest Tape will work to assess the extent to which it can include some or all of the Pre-Owned Content via the Platform. Library acknowledges and agrees that: (i) Midwest Tape's ability to offer Pre-Owned Content on the Platform depends upon factors outside of Midwest Tape's control, including without limitation the scope and assignability of the Pre-Owned Content; and (ii) Midwest Tape does not represent or warrant that any or all Pre-Owned Content can or will be made available through the Platform. If Midwest Tape determines, in its sole discretion, that any Pre-Owned Content may be made available to Library's Patrons on the Platform, Midwest Tape will arrange to provide such Pre-Owned Content subject to the terms and conditions set forth in Library's existing licenses for such Pre-Owned Content or on such other terms and conditions that Midwest Tape may obtain from the owner of such Pre-Owned Content.

Schedule 1 to Appendix 3 of hoopla® Digital Media Agreement

Certified List of Pre-Owned Content to be Transferred to Midwest Tape

Part 1 – List Format: Library to provide a table, in Excel or CSV format, listing each OCOU License to be transferred to Midwest Tape as Pre-Owned Content. The table shall include the fields shown below:

Field
Library Name
Book Title
Format (eBook, Audiobook)
Edition
Series Name (if applicable)
Author/Creator 1
Author/Creator 2 (if applicable)
Street Date
Publisher
Vendor
Vendor Content ID
ISBN
Bib ID
License Number
Date Purchased
License Type: (Perpetual; Limited Borrows; Limited Time Period; Limited Borrows & Time Period)
License Period Start date (if applicable)
License Period Expiration Date (if applicable)
Borrows Permitted (if applicable)
Borrows Used (if applicable)
Borrows Remaining (if applicable)

Part 2 – Delivery of List: Library to complete the table below prior to email delivery of list to Midwest Tape:

Filename:	<i>exact filename, including file extension (.xlsx, .csv)</i>
Sent From:	<i>sender's name & email</i>
To:	<i>[designate email address for receipt of POC Lists]</i>
Date & Time:	<i>use format: February 22, 2022 at approximately 2:22 PM</i>

Part 3 – Certification: To be completed and signed by an authorized representative of Library. Attach a copy of this completed and signed Schedule 1 to the email noted in Part 2, above:

The list provided as set forth above is, as of the date set forth below, a complete and accurate account of the Library's Pre-Owned Content as defined herein. With respect to Pre-Owned Content provided here or subsequently added by mutual written consent of the Parties, the Library hereby assigns and transfers to Midwest Tape any and all rights, title, and interests in the licenses necessary in order to enable Midwest Tape to make the Pre-Owned Content available to the Library's Patrons via the hoopla Platform, including as set forth in Section 2 and/or Appendix 3 of the Agreement. The undersigned certifies that they are a representative of the Library and duly authorized to make the foregoing representations on its behalf.

Signature: _____ Title: _____

Print Name: _____ Date: _____

Library Name: _____

City of Santa Fe ADDENDUM

This agreement incorporates the additional terms and conditions in the addendum between Midwest Tape, LLC (Contractor) and the CITY OF SANTA FE (City).

TERMINATION

This Agreement may be terminated by City upon 30 days written notice to the CONTRACTOR.

INDEMNIFICATION

CONTRACTOR shall indemnify, hold harmless and defend CITY from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from CONTRACTOR's performance under this Agreement as well as the performance of CONTRACTOR's employees, agents, representatives and subcontractor.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by CITY in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. CITY and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPLICABLE LAW; CHOICE OF LAW; VENUE

CONTRACTOR shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of CITY of Santa Fe. In any action, suit or legal dispute arising from this Agreement, CONTRACTOR agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

RELEASE

CONTRACTOR, upon acceptance of final payment of the amount due under this Agreement, releases the CITY, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. CONTRACTOR agrees not to purport to bind CITY to any obligation not assumed herein by CITY unless CONTRACTOR has

express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

CONTRACTOR shall maintain general liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. CONTRACTOR shall furnish CITY with proof of insurance of CONTRACTOR's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than CITY and CONTRACTOR. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

Signature Lines required:

City of Santa Fe:

John Blair

John Blair (Nov 1, 2024 16:01 MDT)

John Blair, City Manager

Date: Nov 1, 2024

CONTRACTOR:

Midwest Tape, LLC

Susan Basok

Name: Susan Basok

Title: Vice Pres.

Date: 9/9/24

Attest:

Andrea Salazar

Andrea Salazar (Dec 15, 2024 14:25 MST)

City Clerk

XIV

City Attorney's Office:

[Signature]

Assistant City Attorney

Approved for Finances:

Emily K. Oster

Emily Oster, Finance Director






hoopla Agreement Signed

Final Audit Report

2024-10-01

Created:	2024-10-01
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAADlhOYatMOri3kCszWuIJS61GChuYYMya

"hoopla Agreement Signed" History

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-  Document emailed to Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov) for signature
2024-10-01 - 10:45:46 PM GMT
-  Email viewed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)
2024-10-01 - 10:46:49 PM GMT- IP address: 104.47.65.254
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Signature Date: 2024-10-01 - 10:47:17 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-10-01 - 10:47:17 PM GMT



Powered by
Adobe
Acrobat Sign






hoopla Agreement Signed

Final Audit Report

2024-10-03

Created:	2024-10-03
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQ00AF4BceH4rLqdo8rNnuDC_zYdzB638

"hoopla Agreement Signed" History

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2024-10-03 - 5:44:38 PM GMT
-  Email viewed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)
2024-10-03 - 5:45:18 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)
Signature Date: 2024-10-03 - 5:45:37 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-10-03 - 5:45:37 PM GMT



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Adobe
Acrobat Sign

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC CL 200 N. Saint Clair Street Suite 1400 Toledo, OH 43604		CONTACT NAME: Jennifer Lake, CISR PHONE (A/C, No, Ext): 567-803-4414 E-MAIL ADDRESS: Jennifer.Lake@usi.com FAX (A/C, No):															
INSURED Midwest Tape, LLC P.O. Box 820 Holland, OH 43528-0820		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D : Midwest Employers Casualty Company</td> <td>23612</td> </tr> <tr> <td>INSURER E : Westchester Surplus Lines Insurance Co.</td> <td>10172</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Transportation Insurance Company	20494	INSURER B : Continental Insurance Company	35289	INSURER C : Continental Casualty Company	20443	INSURER D : Midwest Employers Casualty Company	23612	INSURER E : Westchester Surplus Lines Insurance Co.	10172	INSURER F :	
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INSURER D : Midwest Employers Casualty Company	23612																
INSURER E : Westchester Surplus Lines Insurance Co.	10172																
INSURER F :																	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR OH Stop Gap \$1mi/\$1mi/\$1mi GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6071847392	05/09/2024	05/09/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	6071847408	05/09/2024	05/09/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$0	X	X	6071847425	05/09/2024	05/09/2025	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC671847411	05/09/2024	05/09/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D			X	EWC009148	05/09/2024	05/09/2025	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Tech E&O/Cyber	X	X	F15620304004	05/09/2024	05/09/2025	\$5,000,000/\$100k ret

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Operations of Named Insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
 PO Box 909
 Santa Fe, NM 87504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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State of New Mexico
Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

Department of Cultural Affairs
407 Galisteo St. Bataan Memorial Bld.
Suite 264
Santa Fe NM 87501
United States

Dispatched		Dispatch Via Print
Purchase Order	Date	Revision
50500-0000052307	08-06-2024	
Payment Terms	Freight Terms	Ship Via
Pay Now	FOB Destination	Best Way
Buyer	Phone	Currency
Emmanuel Castillo		USD

Supplier: 0000054360
CITY OF SANTA FE
PO BOX 909
SANTA FE NM 87504-0000
United States

Ship To: 1209 Camino Carlos
Rey
Garey Carruthers
Santa Fe NM 87507
United States

Bill To: 1209 Camino Carlos Rey
Garey Carruthers
Santa Fe NM 87507
United States

Origin:	EXE	Excl/Excl#:	13-1-98-A					
Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date		

1 - 1	2022 GO Bonds Allocation	1.00	EA	\$345,185.71	\$345,185.71	08/06/2024		
	AID for Santa Fe Public Library							
	50500-89200-A22G5372-547400- - - -92436-G5372							

Attention: LAUREN CONLEY

Schedule Total \$345,185.71

Item Total \$345,185.71

Total PO Amount \$345,185.71

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT- PURCHASING DIVISION
TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

SPD-101A (04/19)

1. GENERAL: When the State Purchasing Agent issues a purchase document in response to the Vendors bid, a binding contract is created.
2. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. ASSIGNMENT:
 - A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the STATE PURCHASING AGENTS OFFICE. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. STATE FURNISHED PROPERTY: State furnished property shall be returned to the state upon request in the same condition as received except for ordinary wear, tear, and modifications ordered hereunder.
5. DISCOUNTS: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. INSPECTION: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendors risk and expense, promptly after notice of rejection.
7. INSPECTION OF PLANT: The State Purchasing Agent may inspect, at any reasonable time, the part of the contractors, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. COMMERCIAL WARRANTY: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other cause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. TAXES: The unit price shall exclude all State taxes.
10. PACKING, SHIPPING AND INVOICING:
 - A: The States purchase document number and the Vendors name, users name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The users count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - B: The Vendors invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C: Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. DEFAULT: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendors default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor where obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. NON-COLLUSION: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.
13. NON-DISCRIMINATION: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act, Rev., 1979.
14. THE PROCUREMENT CODE: Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation.
In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and most current production, unless otherwise specified.
16. PAYMENT FOR PURCHASES: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in section 13-1-158 NMSA 1978.
17. WORKERS COMPENSATION: The Contractor agrees to comply with state laws and rules pertaining to workers compensation benefits for its employees. If the Contractor fails to comply with Workers Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. GENERAL SERVICES STATEWIDE PRICE AGREEMENT: Any purchase order entered into pursuant to a Statewide Price Agreement incorporates by this language all the terms and conditions of that Statewide Price Agreement and by accepting payment under this purchase order the Contractor agrees to and accepts all the terms and conditions of the Statewide Price Agreement.

Log # {Finance use <u>only</u> }:	BA002752
Journal # {Finance use <u>only</u> }:	pd 11 JE 1197

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME Community Health and Safety / Library	DATE 3/27/2024
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ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}
Books, Subscriptions Periodicals	2510101	530700	LIB2425103	245,000	
Software Subscriptions	2510101	530710	LIB2425103	5,000	
Furniture Fixtures InvExempt	2510101	572000	LIB2425103	23,000	
Data Processing Equip InvExempt	2510101	572800	LIB2425103	72,186	
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}
Revenue 2022 GO Bond for Libraries	2510101	490230		(345,186)	

JUSTIFICATION: (use additional page if needed)
 --Attach supporting documentation/memo

<u>This BAR is to budget the 2022 GO Bond. The 2022 General Obligation Bond was passed by NM citizens to benefit NM</u>	<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
<u>libraries. The purpose of this award is to supplement local funding for library materials, equipment and supplies that provide</u>	Fund(s) Affected	Fund Balance Increase/(Decrease)
<u>or enhance access to information for library patrons. This BAR breaks down amounts into accounts as the library is allowed</u>		
<u>according to the terms and conditions of this award.</u>		
	TOTAL:	0

Marcella Apodaca	<i>MA</i>	04/23/24	{Use this form for Finance Committee/ City Council agenda items ONLY}	<i>Andy Hopkins</i>	Apr 25, 2024
Prepared By {print name}		Date	CITY COUNCIL APPROVAL		
<i>Margaret Neill</i>		Apr 24, 2024	City Council	05/08/24	
Margaret Neill (Apr 24, 2024 10:13 MDT)			Approval Date		
Division Director Signature {optional}		Date	Agenda Item #:	#9-e	
<i>Maria Tucker</i>		Apr 24, 2024			
Department Director Signature		Date		Budget Officer	Date
				Finance Director {≤ \$5,000}	Date
				City Manager {≤ \$60,000}	Date




Midwest Tape-Hoopla Contract Packet

Final Audit Report

2024-10-31

Created:	2024-10-31
By:	BEVERLY CRESPIN (bjcrespin@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJk1hpUGUICBYZTt6k8k_dnGT8d8mz6J

"Midwest Tape-Hoopla Contract Packet" History

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