



Date: May 21, 2025

To: Mark Scott, City Manager

From: Margaret M. Neill, Library Division Director 
Margaret Neill (Jun 2, 2025 16:40 MDT)

Via: Maria Sanchez Tucker, Community Services Director 
Maria Tucker (Jun 3, 2025 14:26 MDT)
Marcella Apodaca, Business Operations Manager 

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

Vendor Name: OverDrive

Munis Vendor Number: 3732

ITEM AND ISSUE:

Community Services/Library Division respectfully requests your review and approval of Amendment #1 to contract #3250191 with OverDrive for the purchase of digital content such as e-books, e-audiobooks and digital magazines. Amendment #1 increases the amount of compensation by \$10,100.00 for a total compensation of \$185,100.00 for a term of August 20, 2024-August 20, 2025.

CONTRACT NUMBER:

The FY25 contract number is 3250191

BACKGROUND AND SUMMARY:

The Library Division is requesting a contract amendment to expend all funding for digital materials. The original contract was approved in October of 2024. The original item number assigned by the City Clerk was 24-0599. The contract with Overdrive will expire on August 20, 2025.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/100

Munis Org Name/Number: Library Admin/1000101

Munis Object Name/Number: Software Subscriptions/530710

Budget Officer / Designee: Andy Hopkins **Date:** 05/28/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Chief Procurement Officer (CPO)/Designee:  Date: 05/28/2025

CPO Comment/Exceptions: NMSA 1978, Section 13-1-98(E) _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination

CPO Service Determination Email

Procurement document: Exemption Determination/Email

Vendor's Quote

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

General Services Contract

**CITY OF SANTA FE
AMENDMENT No. 1 TO
OverDrive Digital Library Materials ITEM# 24-0599**

This AMENDMENT No. 1 (the "Amendment") amends the OVERDRIVE DIGITAL LIBRARY RESERVE ACCESS AGREEMENT, dated October 1, 2024 (the "Contract"), between the City of Santa Fe (the "City") and OverDrive, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Contract, Contractor has agreed to provide digital library materials.
- B. Pursuant to the last article to the Addendum to the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

The Contract is amended to increase the amount of compensation by a total of \$10,100.00. The total compensation under this Contract shall not exceed \$185,100.00


2. CONTRACT IN FULL FORCE.


Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:



CONTRACTOR:
OverDrive, Inc.


Mark Scott (Jun 2, 2025 15:31 MDT)
Mark Scott, City Manager
DATE: 06/02/2025


Erica Lazzaro (May 16, 2025 12:21 EDT)
Erica Lazzaro, Executive VP and General Counsel
DATE: 05/16/2025

NMBTIN# _____

ATTEST:


ANDREA SALAZAR (Jun 2, 2025 21:55 MDT)
CITY CLERK 

CITY ATTORNEY'S OFFICE:



ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR



One OverDrive Way
Cleveland, OH 44125
Phone: +1 216 573 6886 Fax: +1 216 672 0087
Website: <http://www.overdrive.com>
Email: invoicing@overdrive.com

QUOTE

Quote Number	Q-3954-0001-2025
Date	4/29/2025

Quoted To
Santa Fe Public Library


Customer ID	Customer Email	Purchase Order No.	Payment Terms
3954-0001	knmartinez@santafenm.gov		N/A
Description			Amount
Deposit on Santa Fe Public Library - 1 for Future Content Purchases			\$10,100.00
Total Quote			\$10,100.00 (USD)


Please note that credit card payments incur a surcharge of 2.00%% of the total price.



Date: September 19, 2024

To: John Blair, City Manager

Via: Maria Sanchez Tucker, Community Services Director 
Maria Tucker (Sep 19, 2024 15:41 MDT)

From: Margaret M. Neill, Library Division Director 
Margaret Neill (Sep 19, 2024 15:31 MDT)

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

Vendor Name: OverDrive, Inc.

Vendor Number: 3732

ITEM AND ISSUE:

Community Services/Library Division respectfully request your review and approval of a contract in the total amount of \$175,000.00 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).

Term: August 20, 2024-August 20, 2025.

Action Requested: Approve contract with OverDrive in the amount of \$175,000.00

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. Overdrive offers digital e-book, e-audio & e-magazine downloads to personal devices like smart phones and Kindle devices and is one of the largest and most established digital material companies for libraries.

PROCUREMENT METHOD:

Exempt per NMSA 1978, Section 13-1-98 (E)

Chief Procurement Officer Approval  **Date:** Sep 27, 2024

Comment/Exceptions: NMSA 1978, Section 13-1-98(E)

Supporting Information:

CONTRACT NUMBER:

The FY25 Munis contract number is 3250191

SOURCE/REVENUE: ☒Expense ☐Revenue

100-1000101-530700 Library Administration/ Books, Subscript, Periodicals: \$95,000.00

251-2510104-530700 Southside Library Ops/ Books, Subscript, Periodicals: \$3,000.00

251-2510101-530700 Library Programs/ Books, Subscript, Periodicals: \$77,000.00

Total: \$175,000.00

If the project is grant funded? List grant award number: N/A

Grant Manager / Accounting Officer Approval: _____ **Date:** _____

Comment/Exceptions: _____

Project Ledger #:

Budget Officer Approval: *Andy Hopkins* _____ **Date:** Sep 24, 2024

Comment/Exceptions:

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

☐Yes | ☒ No

(if known): _____

Repair or Replacement of Existing Equipment:

☐Yes | ☒ No

If yes -> ☐Repair | ☐ Replacement

Please explain: _____

Capital Project:

(New and improvement projects that are going to cost \$10,000 or more)

☐ Yes | ☒ No

Project Ledger #: _____

Anticipated length of project: _____

Asset Manager Approval: _____ Date: _____

Comment/Exceptions: _____

Department Approvals:

IT Components: ☐ Yes | ☒ No

Vehicles: ☐ Yes | ☒ No

Facilities, Furniture, Fixtures, Equipment: ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Approval: _____ Title: _____ Date: _____

Comment & Exceptions: _____

Department Contract Administrator Contact Info:

Beverly Crespin

Contracts Administrator-Santa Fe Public Library

Phone: (505) 955-6915

E-Mail: bjcrespin@santafenm.gov

ATTACHMENTS:

Vendor's Quote

Santa Fe Business License

Certificate of Liability Insurance

Professional/General Services Contract

CPO Determination



Item #24-0599

THIS CONTRACT is made and entered into by and between the OverDrive hereinafter referred to as the “OverDrive,” and the **City of Santa Fe** hereinafter referred to as the “City,” and is effective as of the date set forth below upon which it is executed by the Parties.

OverDrive® Digital Library Reserve Order Form

Library Information	
Name of Library: Santa Fe Public Library	
Address: 145 Washington Ave.	
City, State/Province, Postal Code: Santa Fe, NM 87501	Country: USA
Primary Contact	
Name: Margaret Neill	Title: Library Division Director
Telephone: (505) 955-6788	Email: mmneill@santafenm.gov
Accounting Contact <i>(all invoices will be emailed to the contact listed below):</i>	
Name: Margaret Neill	Title: Library Division Director
Telephone: (505) 955-6788	Email: mmneill@santafenm.gov
Bill To Address: 145 Washington Ave.	
City, State/Province, Postal Code: Santa Fe, NM 87505	Country: USA

☐ 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.

OverDrive Content Service Plan Fee Schedule

My Library will be invoiced an **Annual Fee of \$3,253.14 (USD)** within thirty (30) days from the Effective Date of this Order Form. The total compensation under this Contract shall not exceed ninety thousand dollars (\$96,000.00).

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 **one (1) year**, commencing on August 20, 2024.

OverDrive Digital Library Reserve is licensed pursuant to the OverDrive Digital Library Reserve Access Agreement, attached hereto, the terms of which are incorporated herein. On August 20, 2024, this Agreement shall supersede and replace the OverDrive Digital Library Reserve Order Form entered into by and between the OverDrive and City of Santa Fe on August 20, 2023.

Acknowledgement and Acceptance:

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

By (signature) _____ Title _____

Name (Print) _____ Effective Date August 20, 2024

OverDrive Digital Library features included with Annual Fee:

<i>Collection</i>
Annual Collection Credit
Thousands of classic eBooks from Project Gutenberg – free
Web-based staff training to use collection development tools in OverDrive’s Marketplace catalog of popular & educational eBooks, audiobooks, & digital magazines
<i>Services</i>
Library-branded website plus system-wide updates
Authentication options
Web-based staff training – lead by expert trainer (live)
Web-based staff training – access to online Learning Center (recordings)
Reporting module
Customizable marketing resources to promote service to staff and community both inside & outside the library
Secondary-level user support
<i>Technology</i>
Support for Kindle® (US only), iPad®, plus all major devices
Configuration and license fee
Third-party licenses for digital rights management
Maintenance, hosting & support services
Bandwidth for all downloads

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

Thank you for your order!

OverDrive Digital Library Reserve Access Agreement

1. Digital Library Reserve (“DLR”) Application Services

1.1 OverDrive will create and host a Library Website for use by the City of Santa Fe (the “City”) of the Application Services. OverDrive shall provide the Application Services to the City under the terms of the Order Form and this Access Agreement (collectively referred to as the “Agreement”).

1.2 OverDrive shall create an account in OverDrive’s content selection platform, OverDrive Marketplace, for Library to select Digital Content to make available at the Library Website to Authorized Patrons and to access reports.

1.3 OverDrive will use commercially reasonable efforts to make the Application Services perform substantially in accordance with the terms herein. From time to time, OverDrive may make modifications or updates to the operation, performance, or functionality of the Application Services as it sees fit or as required by OverDrive’s suppliers. Library may be required to complete additional forms, documents or other associated materials provided by OverDrive. Library shall use commercially reasonable efforts to complete the documents in a timely manner.

1.4 OverDrive will use commercially reasonable efforts to provide Secondary Support to the City.

1.5 OverDrive shall have sole discretion to approve any and all libraries that seek to participate in the City’s DLR Service, as well as approve any other terms and conditions related to such expansion of the DLR Service to additional libraries. OverDrive shall have sole discretion to honor any prior version of an order form, participation form or related material completed by the City. OverDrive may require the City to complete an updated version of the same.

1.6 If The City seeks a modification of the Application Services or integration of the Application Services beyond those offered on the Order Form, the Parties shall cooperate to agree on the specifications for the additional services and any associated terms and conditions.

1.7 Nothing under the Agreement grants any right to The City to the use of, or access to, any Application Services source code. The City does not have the right to reproduce the Application Services, to distribute copies or versions of any modules of the Application Services to any third parties including its Authorized Patrons, or to make and/or sell variations or derivative works of the Application Services. Sole ownership of copyrights and other intellectual proprietary rights shall remain solely with OverDrive or its suppliers. OverDrive reserves the right, at its sole discretion, to display its branding, trademarks, logos, and/or third party marketing or promotional materials on the The City Website.

2. Library Website

2.1 The City shall use commercially reasonable efforts to ensure that use of the Applications Services, the Library Website and the Digital Content are in compliance with this Agreement and with permitted uses as communicated by OverDrive to The City. The City shall use commercially reasonable efforts to prevent unauthorized use of the Digital Content from OverDrive by their users and Authorized Patrons.

2.2 OverDrive grants the the City and Authorized Patrons a non-assignable, non-transferable, limited license to use the Digital Content provided by OverDrive’s suppliers for personal, non-commercial use.

Authorized Patrons and/or the City may access and/or download, the Digital Content:

- (a) On City library-issued devices or computers with exclusive and individual unique user accounts;
- (b) On City library-issued devices which are circulated in accordance with the OverDrive Test Drive program;
- (c) On Authorized Patrons personal devices directly;

(d) On shared City 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

(e) For any use consistent with the relevant fair use doctrine or similar law in your jurisdiction.

2.3 The City shall reasonably cooperate with OverDrive to limit access to the DLR Service to end users who are Authorized Patrons. In the event the City desires to provide access to the DLR Service to users other than Authorized Patrons, OverDrive reserves the right to limit availability of certain Digital Content, as may be required by supplying publishers. Online library card applications, with or without fees, that provide access, temporary or permanent, to the DLR Service to users who do not otherwise qualify as Authorized Patrons shall not be permitted.

2.4 The City represents and warrants that it will not make any representations or create any warranties, expressed or implied, concerning the Application Services and Digital Content, and will take reasonable steps to ensure that its employees, agents, and others under its direction abide by the Agreement.

2.5 The City agrees to perform Primary Support for its Authorized Patrons, unless the City has completed the Front Line Tech Support Order Form and paid for Front Line Tech Support services. OverDrive will provide the City with training and documentation for the City's provision of Primary Support. The City will cooperate with OverDrive to implement customer support practices recommended by OverDrive, including but not limited to directing Authorized Patrons to OverDrive-supplied FAQs and support pages on its the City Website.

2.6 The City shall not access the Application Services in a manner not explicitly permitted by the Agreement, including but not limited to scraping the Library Website and/or web traffic or data to and from the Library Website, intercepting, redirecting, capturing or holding OverDrive-initiated email or other electronic communications, nor shall it allow any third party to access the Application Services in a manner as described in this paragraph.

2.7 OverDrive may employ commercially reasonable efforts to monitor and maintain the availability of its Application Services, including review of traffic for request volume levels, unusual behaviors or patterns, attempts to create a denial of service response, and/or excessive or abusive usage as determined by OverDrive, in its sole discretion.

3. Payments

The City shall make payment to OverDrive for all Application Services fees and Digital Product costs according to OverDrive within thirty (30) days from the City's receipt of valid invoice. OverDrive, in its sole discretion, may require payment by the City of any outstanding invoices before OverDrive will set the DLR Service live. In the event of the City's late or non-payment of any and all amounts due to OverDrive for Application Services fees and cost of Digital Content, OverDrive may suspend access to the Application Services until such time as the City's account becomes current, or in OverDrive's sole discretion, terminate access to the Application Services.

4. Term and Termination

4.1 The Term of the Agreement shall be governed by the OverDrive Digital the City Reserve Order Form between OverDrive and the City.

4.2 Either party shall have the right to terminate this Agreement as a result of a material breach of the Agreement by the other party that is not cured within thirty (30) days after written notice of such breach.

4.3 Upon termination of this Agreement, the access granted to the City by this Agreement shall be terminated immediately and the City shall make no further use of all or any part of the Application Services, or any confidential information received from OverDrive.

5. Warranties

5.1 The parties represent and warrant that each has the necessary permissions, ownership and intellectual

property rights and licenses related to performance under this Agreement.

5.2 THE WARRANTIES SET FORTH UNDER THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL OVERDRIVE BE LIABLE TO THE CITY OR ITS AUTHORIZED PATRONS AND OR END USERS FOR ANY DAMAGES ARISING FROM OR RELATED TO FAILURE OR INTERRUPTION OF THE APPLICATION SERVICES, OR FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFIT OR OPPORTUNITY, LOSS OF USE OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE LICENSE OR USE OF THE APPLICATION SERVICES. IN NO EVENT SHALL OVERDRIVE'S LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT RECEIVED BY OVERDRIVE UNDER THIS AGREEMENT.

6. General Terms

6.1 Confidential Information. The parties acknowledge that each will receive confidential information from the other relating to the Application Services, technical and operational affairs of the other. Subject to any state and/or federal laws and regulations permitting public access to documents and information that are considered public, each party agrees that all confidential information of the other party shall be held in confidence and shall not be disclosed to any third party. The City shall not share its passwords and login credentials of the City's account in OverDrive's content selection portal with anyone, including any third party. The City shall take reasonable steps to prevent unwarranted intrusion into such information.

6.2 Taxes. The City shall at its own expense comply with all applicable laws in connection with the use of the Application Services. The payment obligations under this Agreement are exclusive of any federal, state, municipal or other governmental taxes, sales taxes, excise taxes or tariffs now or hereafter imposed on the production, storage, sale, transportation, import, export, licensing or use of the Application Services.

6.3 No Waiver. The failure of either party to exercise any right or the waiver of either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same of any other term of the Agreement.

6.4 Notice. All notices required to be given pursuant to the Agreement shall be in writing and shall be deemed to have been given, if sent by registered or certified mail, return receipt requested, postage prepaid, addressed to OverDrive at its' current address, Attention: General Counsel or addressed to the City at the address provided on the Order Form, Attention: Primary Contact (as designated on the Order Form), or as otherwise agreed by the parties.

6.5 Assignment. OverDrive may assign this Agreement. This Agreement may not be assigned by the City, nor any duty hereunder delegated by the City without the prior written consent of OverDrive, which shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors and permitted assigns.

6.6 Entire Agreement. The Order Form and this Access Agreement constitutes the entire Agreement and understanding of the parties and supersedes all prior and contemporaneous Agreements, understandings, negotiations and proposals, oral or written. Section headings are provided for convenience purposes only and do not provide any modifications or substantive meaning to the terms and conditions of this Agreement. OverDrive may modify the Order Form and Access Agreement from time to time.

6.7 All Disputes Arising From the Agreement. This Agreement shall be governed by the laws of the State of New Mexico, United States of America without regard to any conflict of laws principles. Any dispute regarding this Agreement or the relationship that has been established by this Agreement shall be brought in the state or federal courts residing in the State of New Mexico, USA, and the local laws of New Mexico will apply to any such action related to the above. Both parties submit to venue and jurisdiction in these courts.

7. Definitions

As used throughout the Agreement, the following definitions shall apply:

7.1 “Application Services” or “DLR Service” shall mean the the City Website and digital content distribution service provided to the City, which utilize OverDrive® and other third party technologies and services.

7.2 “Authorized Patron(s)” shall mean those individuals who provide proof of residency, ownership of property, employment, or enrollment in school or similar institution in the City's service area and which the City authorizes to download and/or access Digital Content from the City's library Website or otherwise utilize the Application Services.

7.3 “Digital Content” shall mean the digital titles (e.g. eBooks, audiobooks, magazines and video) made available from OverDrive at the the City Website.

7.4 “Library” shall mean the organization or entity identified in the Library Information section of the Order Form.

7.5 “Library Website” shall mean the Internet-based application hosted and operated by OverDrive that provides Authorized Patrons access to Digital Content.

7.6 “Order Form” shall mean the OverDrive Digital Library Reserve Order Form completed by the Library.

7.7 “OverDrive” shall mean: OverDrive, Inc., a Delaware Corporation, and its subsidiaries and affiliates.

7.8 “Primary Support” shall mean the services provided by Library to its Authorized Patrons for its day-to-day help, support, technical aid and other assistance for their use of the Library Website and Digital Content.

7.9 “Secondary Support” shall mean the technical support services provided by OverDrive to the City in the English language, including reasonable efforts to assist Library in providing Primary Support.

City of Santa Fe (Library) and OverDrive (OverDrive) ADDENDUM

INDEMNIFICATION

OVERDRIVE shall indemnify, hold harmless and defend the LIBRARY 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 OVERDRIVE's performance under this Agreement as well as the performance of OVERDRIVE's employees, agents, representatives and subcontractor.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the LIBRARY 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. The LIBRARY 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

OVERDRIVE shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the LIBRARY of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the OVERDRIVE 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.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the LIBRARY for the performance of this Agreement. If sufficient appropriations and authorization are not made by the LIBRARY, this Agreement shall terminate upon written notice being given by the LIBRARY to OVERDRIVE. The LIBRARY's decision as to whether sufficient appropriations are available shall be accepted by OVERDRIVE and shall be final.

RELEASE

OVERDRIVE, upon acceptance of final payment of the amount due under this Agreement, releases the LIBRARY, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. OVERDRIVE agrees not to purport to bind the LIBRARY to any obligation not assumed herein by the LIBRARY unless OVERDRIVE has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

OVERDRIVE shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. OVERDRIVE shall furnish the LIBRARY with proof of insurance of OVERDRIVE'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 the LIBRARY and the OVERDRIVE. 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.

AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

Signature Lines required:

CITY OF SANTA FE:

John Blair
John Blair (Oct 1, 2024 13:55 MDT)
JOHN BLAIR, CITY MANAGER

DATE: Oct 1, 2024

OVERDRIVE:

DocuSigned by:
Erica Lazzaro
49E36FE889B34A8...
Erica Lazzaro, Executive Vice President
& General Counsel

DATE: 8/6/2024

ATTEST:

GERALYN F. CARDENAS, INTERIM CITY CLERK
XIV

APPROVED AS TO FORM:

PM Aug 8, 2024
ASSISTANT CITY ATTORNEY

APPROVED:

Emily K. Oster

EMILY K. OSTER, FINANCE DIRECTOR

OverDrive_Order_Form-Santa Fe Public Library







8.6.24 OverDrive Signed

Final Audit Report

2024-08-08

Created:	2024-08-08
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFTek3yqivHTPfVNIJZeySdVRI-K6FkN5m

"OverDrive_Order_Form-Santa Fe Public Library 8.6.24 OverDrive Signed" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2024-08-06 - 5:16:43 PM GMT- IP address: 63.232.20.2
-  Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-08-08 - 3:48:31 PM GMT- IP address: 63.232.20.2
-  Document emailed to Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov) for signature
2024-08-08 - 3:49:18 PM GMT
-  Email viewed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)
2024-08-08 - 4:15:46 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)
Signature Date: 2024-08-08 - 4:16:18 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-08-08 - 4:16:18 PM GMT



Powered by
Adobe
Acrobat Sign



One OverDrive Way
Cleveland, OH 44125
Phone: +1 216 573 6886 Fax: +1 216 672 0087
Website: <http://www.overdrive.com>
Email: invoicing@overdrive.com

QUOTE

Quote Number	Q-3954-0001-2024
Date	9/12/2024

Quoted To
Santa Fe Public Library

Customer ID	Customer Email	Purchase Order No.	Payment Terms
3954-0001	knmartinez@santafenm.gov		N/A
Description			Amount
Deposit on Santa Fe Public Library - 1 for Future Content Purchases			\$175,000.00
Total Quote			\$175,000.00 (USD)

FW: Purchasing Exemption Request-Overdrive**NEILL, MARGARET M.** <mmneill@santafenm.gov>

Thu 7/11/2024 12:43 PM

To: ORTELLI, KRISTEN N. <knortelli@santafenm.gov>

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>**Sent:** Wednesday, July 10, 2024 6:15 PM**To:** NEILL, MARGARET M. <mmneill@santafenm.gov>**Subject:** RE: Purchasing Exemption Request-Overdrive

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:** Wednesday, July 10, 2024 6:04 PM**To:** DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>**Subject:** Purchasing Exemption Request-Overdrive

Good evening, Travis.

I am requesting a purchasing exemption for Overdrive, Inc. Overdrive 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 Overdrive is \$150,000.00, 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



underscored material = new
[bracketed material] = delete

HOUSE BILL 430

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

INTRODUCED BY

Linda M. Trujillo

AN ACT

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/13/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED OverDrive Holdings, Inc. One OverDrive Way Cleveland OH 44125 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Lloyd's Syndicate No. 2623</td><td>AA1128623</td></tr><tr><td>INSURER B: The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C: Valley Forge Insurance Co</td><td>20508</td></tr><tr><td>INSURER D: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lloyd's Syndicate No. 2623	AA1128623	INSURER B: The Continental Insurance Company	35289	INSURER C: Valley Forge Insurance Co	20508	INSURER D: Continental Casualty Company	20443	INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: 570106349096

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		6080688803	06/09/2024	06/09/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		6080688817	06/09/2024	06/09/2025	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 DED <input checked="" type="checkbox"/> RETENTION \$10,000		6080688848	06/09/2024	06/09/2025	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	6080688820 WC (AOS) 6080688834 WC (CA)	06/09/2024 06/09/2024	06/09/2025 06/09/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Cyber Liability		FSCE02303512 Tech E&O / Prof Liab SIR applies per policy terms & conditions	07/09/2023	07/09/2024	Aggregate \$5,000,000 SIR per Aggregate \$250,000

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

CERTIFICATE HOLDER**CANCELLATION**Santa Fe Public Library
145 Washington Ave.
Santa Fe NM 87501 USA

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

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570106349096

000000 03 03 003618 015951 P



City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: OVERDRIVE, INC.
DBA: OVERDRIVE, INC.

Business Location: ONE OVERDRIVE WAY
CLEVELAND, OH 44125

Owner: OVERDRIVE, INC.

License Number: 233143

Issued Date: August 29, 2024

Expiration Date: August 29, 2025

CRS Number: 03281686003

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$20.00

OVERDRIVE, INC.
ONE OVERDRIVE WAY
CLEVELAND, OH 44125

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/20/2025

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PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS:														
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COVERAGES CERTIFICATE NUMBER: 570112613881 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.

Limits shown are as requested

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D	<input checked="" type="checkbox"/> Cyber Liability			FSCE02403512 Tech E&O / Prof Liab SIR applies per policy terms & conditions	07/09/2024	07/09/2025	<table><tr><td>Per Claim/Aggregate</td><td>\$5,000,000</td></tr><tr><td>SIR per Aggregate</td><td>\$250,000</td></tr></table>	Per Claim/Aggregate	\$5,000,000	SIR per Aggregate	\$250,000										
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SIR per Aggregate	\$250,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Policy No. FSCE02403512 insuring agreements provide coverage on a Claims Made basis. City of Santa Fe, 200 Lincoln Ave., Santa Fe, NM 87501 is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER City of Santa Fe 200 Lincoln Ave. Santa Fe NM 87501 USA	CANCELLATION 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 <i>Aon Risk Services Northeast, Inc.</i>
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Holder Identifier :

570112613881

Certificate No :

