



The Purchasing Memo

Date: August 21, 2026

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Margaret Neill, Library Division Director *Margaret Neill*

Via: Sandy Emory, Community Services Department Director *Sandy Emory*
Marcella Apodaca, Community Health & Safety Department Business Operations Manager *Marcella Apodaca*

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

Vendor Name: OverDrive, Inc.

Munis Vendor Number: 3732

ITEM AND ISSUE:

Community Services/ Library Division respectfully requests your review and approval of a contract in the total amount not to exceed \$350,000 for the purchase of digital content services for a term of two years with OverDrive, Inc.

CONTRACT NUMBER:

The FY27 Munis contract number is 3270078.

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, Inc. 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. Purchase of library materials in either digital or print form is exempt per NMSA13-1-98-E (2013).

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100, \$175,000

Munis Org Name/Number: Library Admin/1000101

Munis Object Name/Number: Books-Subscriptions-Periodicals /530700

Budget Officer / Designee: *Andrew J. Hopkins* **Date:** 08/24/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Chief Procurement Officer (CPO)/Designee: *JoAnn Lovato Montana* Date: 08/24/2026

CPO Comment/Exceptions: 13-1-98-E - CPO approved exemption on file

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:

The Purchasing Memo

General Services Contract

OverDrive, Inc.'s Quotes

Horizons Services Offered List

Procurement document: Exemption Determination/Email

Certificate of Liability Insurance (COI)



OverDrive Public Library 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 (all invoices will be emailed to the contact listed below):	
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 87501	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 Service Fee:

My Library will be invoiced \$5,000 (USD) annually, which includes a Service Fee and Content Credit (collectively the "OverDrive Fee"), to be allocated as follows:

Service Fee	\$5,000	Hosting, maintenance, content fulfillment, and support for your digital library service
Content Credit	\$170,000	Placed on deposit for digital content purchases in OverDrive Marketplace

My library will be invoiced an annual fee of \$5,000 within thirty (30) days from the effective date of this order form. The total compensation under this contract shall not exceed \$350,000 over a two-year period.

Term Length:

This Order Form and the OverDrive Public Library Access Agreement are collectively referred to as the "Agreement." The term of the Agreement is twenty-four (24) months, commencing on August 20, 2026.

Terms and Conditions:

- The OverDrive Service is licensed pursuant to this Order Form and the OverDrive Public Library Access Agreement, attached hereto as Exhibit 1 the terms of which are incorporated herein.
- The OverDrive Fee is nonrefundable.
- The OverDrive Fee may be modified by OverDrive in its sole discretion. OverDrive will notify Library in writing at least thirty (30) days prior to the effective date of any such modification.
- This OverDrive Public Library Order Form supersedes and replaces all previous order forms signed by and between the parties.

Acknowledgement and Acceptance:

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

By (signature) _____ Title _____

Name (Print) _____ Date _____

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Sarah Piltch

[Sarah Piltch \(Aug 13, 2026 11:58:03 MDT\)](#)

SARAH PILTCH, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Monica Maestas

MONICA MAESTAS, FINANCE DIRECTOR

Exhibit 1

OverDrive Public Library Access Agreement

1. OverDrive Library Services

1.1 OverDrive will create and host a Library Website for Library's use of the Application Services. OverDrive shall provide the Application Services to the Library 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 Library.

1.5 OverDrive shall have sole discretion to approve any and all libraries that seek to participate in Library's OverDrive Service, as well as approve any other terms and conditions related to such expansion of the OverDrive 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 Library. OverDrive may require Library to complete an updated version of the same.

1.6 If Library 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 in writing.

1.7 Nothing under the Agreement grants any right to Library to the use of, or access to, any Application Services source code. Library 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 Library Website.

2. Library Website

2.1 Library 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 Library. Library 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 Library 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. The catalog of available Digital Content is subject to change; Digital Content titles may be added or removed at any time.

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

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

(d) On shared 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 Library shall reasonably cooperate with OverDrive to limit access to the OverDrive Service to end users who are Authorized Patrons. In the event Library desires to provide access to the OverDrive 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 OverDrive Service to users who do not otherwise qualify as Authorized Patrons shall not be permitted.

2.4 Library 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 Library agrees to perform Primary Support for its Authorized Patrons. OverDrive will provide Library with training and documentation for Library's provision of Primary Support. Library 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 Library Website.

2.6 Library 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. Fees and Payments

3.1 Library shall make payment to OverDrive for all Application Services fees and Digital Product costs according to OverDrive within thirty (30) days from Library's receipt of valid invoice. OverDrive, in its sole discretion, may require payment by Library of any initial or outstanding invoices before OverDrive will set the OverDrive Service live. In the event of Library'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 Library's account becomes current, or in OverDrive's sole discretion, terminate access to the Application Services.

3.2 The fees for the OverDrive Service, which include the Service Fee and Content Credit, if any, (collectively the "OverDrive Fee"), are set forth in an OverDrive Public Library Order Form, or in writing between OverDrive and the Library. OverDrive, in its sole discretion, reserves the right to modify the OverDrive Fee. OverDrive will provide Library with written notice of any OverDrive Fee modification at least thirty (30) days prior to the effective date of such modification. Library's continued use of the OverDrive Service following the effective date of any OverDrive Fee modification shall constitute Library's acceptance of the modified OverDrive Fee.

3.3 OverDrive reserves the right, in its sole discretion, to assess and charge fees for the transfer of Digital Content either (a) to OverDrive from another platform or service, or (b) from OverDrive to another platform or service. Such fees, if applicable, will be communicated to Library in advance and shall be subject to the terms and conditions set forth by OverDrive at the time of the transfer request.

3.4 This Agreement is a commitment of the current revenues of the Library. If Library's governing body or similarly related entity fails to appropriate sufficient funds in any fiscal year for payments due under this Agreement, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, (1) Library shall give OverDrive immediate notice of such non-appropriation event and provide written

evidence of such failure by Library's applicable governing body and (2) on or before sixty (60) days from OverDrive's receipt of notice of non-appropriation, the parties shall cooperate to determine an appropriate course of action as it relates to the OverDrive services provided under this Agreement. In the event that after such sixty (60) day period, no determination is reached on payment and continued provision of services is not possible, then the Agreement and all services hereunder shall terminate on the first day of the fiscal year in which funds are not appropriated.

4. Term and Termination

4.1 The Term of the Agreement shall be governed by the OverDrive Public Library Order Form between OverDrive and Library.

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 Library by this Agreement shall be terminated immediately and Library 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 represents and warrants to 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 LIBRARY 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. Library shall not share its passwords and login credentials of Library's account in OverDrive's content selection portal with anyone, including any third party. Library shall take reasonable steps to prevent unwarranted intrusion into such information.

6.2 Taxes. Library 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. The Library will not be responsible for payment of any charges, fees, or taxes above and beyond the not-to-exceed amount specified in the OverDrive Service Fee Schedule of the OverDrive Public Library Order Form.

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 Library 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 with thirty (30) days prior written notice to the Library. This Agreement may not be assigned by Library, nor any duty hereunder delegated by Library 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 The Parties acknowledge that any order forms, statements of work, or other documents executed prior to the Effective Date of this Agreement may contain defined terms that differ in name from those set forth herein, and agree that where such previously-used terms are substantively equivalent in meaning to the defined terms in this Agreement, the terms shall be deemed interchangeable and the provisions of this Agreement shall govern.

6.8 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 “OverDrive Service” shall mean the Library Website and digital content distribution service provided to Library, 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 Library’s service area and which the Library authorizes to download and/or access Digital Content from the 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 Library Website.

7.4 “Library” shall mean the organization or entity identified in the Library Information section of the Order Form additionally “Library” shall refer to the City of Santa Fe.

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 Public Library 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 Library in the English language, including reasonable efforts to assist Library in providing Primary Support.



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-3954-0001-2026
Date	8/14/2026

Quoted To
Santa Fe Public Library

Customer ID	Customer Email	Purchase Order No.	Payment Terms
3954-0001	mgbaca@santafenm.gov		N/A
Description			Amount
Deposit on Santa Fe Public Library - 1 for Future Content Purchases			\$170,000.00
Total Quote			\$170,000.00 (USD)

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

QUOTE

One OverDrive Way
Cleveland OH 44125
Phone: (216) 573-6886
Fax: (216) 573-6888
Website: www.overdrive.com
Email: invoicing@overdrive.com

Quote No.	07062026
Date	8/14/2026

Quoted to:

Customer ID	Customer Email	Purchase Order No.	Payment Terms
3954	rxmartinez1@santafenm.gov		

Description	Amount
FY27 Contract Fees	5000

Miscellaneous 1	Amount

Miscellaneous 2	Amount

Total USD \$	5000
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Services Offered to the City of Santa Fe (updated 4.16.26)

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.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Security Guard Services
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>

FW: Request for blanket exemptions-FY27

From NEILL, MARGARET M. <mmneill@santafenm.gov>
Date Thu 8/13/2026 4:07 PM
To MARTINEZ, RAQUEL X. <rxmartinez1@santafenm.gov>

Margaret M. Neill, MSLIS, MPA (*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

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Tuesday, June 30, 2026 4:13 PM
To: NEILL, MARGARET M. <mmneill@santafenm.gov>
Subject: RE: Request for blanket exemptions-FY27

Hi Margaret, thank you for following up!

Exempt pursuant to NMSA Section, 13-1-98 (E) 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.

Regards,

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



[Book time to meet with me](#)

Vendor Registration Sites and Current Procurement Opportunities:

[ERP] <https://cityofsantafenm.tylerportico.com/va/vendor-access>

[OpenGov - eProcurement] <https://procurement.opengov.com/portal/santafenm>

[Additional opportunities] <https://www.withpavilion.com/>

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



CITY OF SANTA FE

FINANCE

“Unless someone like you cares a whole awful lot, nothing is going to get better. It's not.”

— Dr. Seuss, [The Lorax](#)

From: NEILL, MARGARET M. <mmneill@santafenm.gov>

Sent: Tuesday, June 30, 2026 11:56 AM

To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Subject: RE: Request for blanket exemptions-FY27

Hi-Bumping this up to the top of your email. Hope you're doing well! 😊

Margaret M. Neill, MSLIS, MPA (*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

Drawn by Jenny Flores

From: NEILL, MARGARET M.

Sent: Friday, June 26, 2026 3:09 PM

To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Subject: Request for blanket exemptions-FY27

Good afternoon, Travis. I am requesting blanket exemptions for FY27 for the following Library vendors:

- Ingram Book Service
- Barnes and Noble
- Midwest Tape (Hoopla Digital/Physical Media)
- OverDrive (Kanopy Streaming/Digital Books)
- Spanish Publishers
- Playaway (dba Bertelsmann Publishing Group, Inc.)
- Collected Works
- Brodart
- WT Cox
- Ebsco

All the vendors above will be providing physical and digital materials for the library's collections, in accordance with NM 13-1-98 E:

E. 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!

Margaret M. Neill, MSLIS, MPA (*she/her/hers*)

Library Division Director



OVERHOL-01

SKHAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2026

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 Northeast, Inc. One Liberty Plaza 165 Broadway, Suite 3201 New York, NY 10006	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Continental Casualty Company	
INSURED OverDrive Holdings, Inc. One OverDrive Way Cleveland, OH 44125	NAIC #	
	20443	
	INSURER B : The Continental Insurance Company	
	35289	
	INSURER C : Valley Forge Insurance Co	
20508		
INSURER D :		
INSURER E :		
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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			6080688803	6/9/2026	6/9/2027	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 ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6080688817	6/9/2026	6/9/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6080688848	6/9/2026	6/9/2027	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 N	N / A	6080688820	6/9/2026	6/9/2027	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED OverDrive Holdings, Inc. One OverDrive Way Cleveland, OH 44125
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation (CA)
Policy Number: 6080688834
Policy Term: 06/09/2026 - 06/09/2027
Insurer: American Casualty Company of Reading, PA
Bodily Injury by Accident: \$1,000,000 each accident
Bodily Injury by Disease: \$1,000,000 policy limit
Bodily Injury by Disease: \$1,000,000 each employee

Cyber Liability
Policy Number: JHQ74K26
Policy Term: 06/09/2026 - 06/09/2027
Insurer: Lloyd's Syndicate 2623 (74.13%) / Syndicate 623 (25.87%)
Limit of Liability: \$5,000,000 Each Claim
SIR: \$250,000 - SIR applies as per policy terms and conditions
Claims-Made

Cyber Liability - Excess
Policy Number: CYT20260542
Policy Term: 06/09/2026 - 06/09/2027
Insurer: Canopus US Insurance, Inc.
Limit of Liability: \$5,000,000 Excess of \$5,000,000