

COB - BOSAIR FORM

06/22/2026 10:05 AM (MST)

Submitted by Christina.Drennan2@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: SC PO SC2600000371

Award Type:	Contract
BOSAIR Activity:	Board Meeting Request
Requested Board Meeting Date:	07/14/2026
Supplier / Customer / Grantor / Subrecipient:	OverDrive, Inc.
Project Title / Description:	Digital Content Services
Purpose:	Award: Supplier Contract No. SC2600000371. This Supplier Contract is for an initial term of four (4) years in the amount of \$20,000,000.00 (including sales tax) and includes one (1) one-year renewal option. In alignment with historical spending on the expiring Digital Content Services contract (SC2400001250), the Pima County Library anticipates annual expenses for Digital Content Services to be between \$4 million and \$5 million a year. A not-to-exceed amount of \$20 million over the four year term will accommodate potential price increases and growing demand. Administering Department: Library.
Procurement Method:	Other
Insert additional Procurement Method info, if applicable:	Pursuant to Pima County Procurement Code 11.12.050, Sole source procurement, award of Requisition No. RQ2600009042 is recommended to OverDrive, Inc., which has accepted the terms of County's Sole Source Procurement Agreement. RQID: RQ2600009042 Attachment: Sole Source Procurement Agreement
Program Goals/Predicted Outcomes:	The Digital Content Services contract will provide Pima County Library patrons with access to popular digital book content including e-books and e-audio titles, as well as video streaming content.
Public Benefit and Impact:	Pima County Public Library cardholders will benefit from digital and no-touch access to materials and content to meet their informational and recreational needs.
Strategic Plan Pillar	- Public Service - Quality of Life
Support of Prosperity Initiative:	2. Improve Quality of Life and Opportunity in High Poverty Areas

Provide information that explains how this activity supports the selected Prosperity Initiatives

The Pima County Library lends books, audiobooks, and other resources to the community as a core service. Access to these materials addresses the educational and recreational needs of the community and contributes to the well-being and growth of Pima County residents. Increased access to books encourages reading and greater literacy rates; educational materials support adults' educational and career goals furthering regional economic development through workforce readiness.

Metrics Available to Measure Performance:

Circulation statistics, requests for titles, number of card holders using the service.

Retroactive:

YES

Retroactive Description:

Due to delays during contract negotiations, this contract could not be finalized before the expiration of the existing contract for Digital Content Services (SC2400001250). The Digital Content Services contract with OverDrive, Inc. enables Pima County Library patrons to check out electronic books. OverDrive, Inc. invoices Pima County each day an electronic book is checked out. If the contract is not retroactive, the County will not be able to pay for the days that the electronic books were checked out.

Contract / Award Information

Record Number: SC PO SC2600000371

Document Type:

SC

Department Code:

PO

Contract Number:

SC2600000371

Commencement Date:

07/06/2026

Termination Date:

07/05/2030

Supplier / Subrecipient Headquarters Location

Cleveland, OH

* Headquarters information is not a consideration for awards

Total Expense Amount:

\$20,000,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required:

Library District

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?	NO
Contract is fully or partially funded with Non-Federal Grant Funds?	NO
Were insurance or indemnity clauses modified?	NO
Vendor is using a Social Security Number?	NO

Department:	Procurement
Name:	Christina Drennan
Telephone:	(520)724-3736

Add Procurement Department Signatures	Yes
Add GMI Department Signatures	No

Division Manager/Procurement Officer Signature: Dawn Dargan Date: 7/6/2026 | 10:31 AM MST

Procurement Director Signature: Bruce Collins Date: 7/6/2026 | 12:28 PM MST

Department Director Signature: Tess Mayer Date: 7/6/2026 | 12:31 PM MST

Deputy County Administrator Signature: S Holmes Date: 7/6/2026 | 1:39 PM MST

County Administrator Signature: Gur Date: 7/6/2026 | 1:49 PM MST



Modification to Insurance or Indemnity Clause

Date: 6/10/2026

Requestor Name: Christina Drennan

Department: Procurement



Change to Insurance



Change to Indemnity

Supplier Name: OverDrive, Inc.

Contract No: SC2600000371

Project Title/Description:

Digital Content Services

Requested Change:

The Pima County Procurement Department requests the following two changes be made to Pima County's standard contract language.

- Section 6.1.1. Commercial General Liability (CGL): Requesting to reduce occurrence limit to \$1,000,000. Supplier maintains industry standard insurance.
- Section 6.4. Verification of Coverage: Requesting to remove requirement to provide complete copies of insurance. Supplier will provide Certificate of Insurance, but does not provide full copies of its insurance policies to customers.



Approved



Denied

Risk Management:

A handwritten signature in blue ink, appearing to read "M. Jura", written over the "Risk Management:" label.

Comments:

2/6/2024

Pima County Library District

Administering Department: Library

Project: Digital Content Services

Contractor: OverDrive, Inc.

1 Overdrive Way

Cleveland, OH 44125

Amount: \$20,000,000.00

Contract No: SC2600000371

Funding: Library District

SOLE SOURCE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

1.1. Parties.

This Contract is between the Pima County Free Library District, a special taxing district of Pima County ("County"), and OverDrive, Inc. ("Contractor")

1.2. Purpose.

The Pima County Library District requires Digital Content Services to provide Pima County Library patrons with a collection of digital books in eBook and eAudio format, as well as a collection of video streaming content.

1.3. Authority.

County selected Contractor pursuant to Pima County Procurement Code 11.12.050.

2. Term.

2.1. Initial Term.

The term of this Contract commences on July 6, 2026 and will terminate on July 5, 2030 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

2.2. Extension Options.

County may renew this Contract for up to one (1) additional period of up to one (1) year (an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

2.3. License/Subscription Term.

Any License or Subscription Term that is not coterminous with this Contract shall be from the date of order for the License or Subscription and shall renew pursuant to Contractor's standard renewal method as stated on the Contractor's related order form or, absent any such stated method, shall renew upon issuance of a new Order Form signed by Contractor and County. No License or Subscription Term ordered by County may be renewed after the expiration of the term of this Contract, unless the Parties have negotiated and executed a new agreement.

3. Scope of Services.

Contractor will provide County with the services described in **Exhibit A: OverDrive Public Library Order Form** (1 page) and all related OverDrive, Inc. content, at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The Contractor must comply with all requirements and specifications of the Contract. The Contractor will provide access to the OverDrive platform through which the Pima County Library can purchase access to digital books and subscriptions.

4. Reserved.**5. Compensation and Payment.****5.1. Rates; Adjustment.**

County will pay Contractor at the rates set forth in **Table 5.1**. Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.

Table 5.1

Item Description	UOM	Estimated Annual Usage	Cost Per Unit	Estimated Annual Cost
OverDrive Platform fee	Each	1	\$ 18,000.00	\$ 18,000.00
Front Line Tech Support fee	Each	1	\$ 0.00	\$ 0.00
E-book – OC/OU	Each	45,000	\$ 21.72	\$ 977,400.00
E-book – Metered Access	Each	9,000	\$ 38.11	\$ 342,990.00
E-audio – OC/OU	Each	30,000	\$ 62.25	\$ 1,867,500.00
E-audio – Metered Access	Each	7,000	\$ 57.47	\$ 402,290.00
Magazine Subscription	Each	1	\$ 30,000.00	\$ 30,000.00
Classica	Each	500	\$ 1.99	\$ 995.00
Indie Flix – Cost Per Circulation	Each	500	\$ 2.99	\$ 1,495.00
Quello Concerts – Cost Per Circulation	Each	4,000	\$ 2.99	\$ 11,960.00
Digital Library Card Service	Each	9,000	\$ 0.50	\$ 4,500.00
All Access Comics subscription	Each	1	\$ 13,000.00	\$ 13,000.00
All Access Romance ebook subscription	Each	1	\$ 5,850.00	\$ 5,850.00
All Access Mystery ebook subscription	Each	1	\$ 5,850.00	\$ 5,850.00
Duke Classics subscription	Each	1	\$ 900.00	\$ 900.00
Lonely Planet subscription	Each	1	\$ 4,497.75	\$ 4,497.75
Covenant ebook subscription	Each	1	\$ 3,375.00	\$ 3,375.00
Covenant audio subscription	Each	1	\$ 7,425.00	\$ 7,425.00
Subtotal				\$ 3,698,027.75
Estimated Sales Tax (10%)				\$369,802.78
Estimated Annual Total				\$4,067,830.53

5.2. Maximum Payment Amount.

County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$20,000,000.00 (the "NTE Amount"). The NTE includes the platform fees and an amount sufficient to cover patron-incurred costs for digital content and services over the four-year term of the Agreement, including one-copy/one-user and metered-access materials, cost-per-circulation services, digital library card services, and subscription-based collections and products identified in Section 5.1. The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

5.3. Sales Taxes.

The payment amounts or rates in **Table 5.1** include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.

5.4. Timing of Invoices.

Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Table 5.1**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.

5.5. Content of Invoices.

Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.

5.6. Invoice Submittal.

TSV@pima.gov
Subject Line: PO# for SC2600000371

5.7. Invoice Adjustments.

County may, at any time during the Term and during the retention period set forth in Section 23 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

6. Insurance.

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A-VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

6.1. Minimum Scope and Limits of Insurance.

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

6.1.1. Commercial General Liability (CGL).

Occurrence Form with limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

6.1.2. Business Automobile Liability.

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

6.1.3. Workers' Compensation (WC) and Employers' Liability.

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

6.1.4. Professional Liability (E&O Insurance).

This insurance is required when the Professional Liability or any other coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

In the event that the Professional Liability insurance required by this contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section.

6.2. Additional Insurance Requirements.

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.

6.2.1. Claims Made Coverage.

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

6.2.2. Additional Insured Endorsement.

The General Liability and Business Automobile Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

6.2.3. Subrogation Endorsement.

The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.4. Primary Insurance Endorsement.

The policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.2.5. Subcontractors.

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Notice of Cancellation.

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

6.4. Verification of Coverage.

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include.

6.4.1. County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate.

6.4.2. A notation of policy deductibles or SIRs relating to the specific policy.

6.4.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents.

All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate.

6.5. Approval and Modifications.

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

7. Indemnification.

7.1. Contractor Indemnification.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnatee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

7.2. County Indemnification.

County is not permitted to offer indemnification, therefore any such requirement in the Agreement is hereby null and void.

8. Laws and Regulations.

8.1. Compliance with Laws.

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

8.2. Licensing.

Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

8.3. Choice of Law; Venue.

The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

9. Independent Contractor.

Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

10. Subcontractors.

Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

11. Assignment.

Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion. Notwithstanding the foregoing, without securing such prior consent, either party may upon written notice to the other party assign this Agreement and its rights and obligations to any successor of such first party by way of merger, consolidation, or the acquisition of substantially all of such first party's business and relating assets. 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

12. Non-Discrimination.

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

13. Americans with Disabilities Act.

Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

14. Authority to Contract.

Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

15. Full and Complete Performance.

The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

16. Cancellation for Conflict of Interest.

This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

17. Termination by County.

17.1. Without Cause.

County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

17.2. With Cause.

County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.

17.3. Non-Appropriation.

Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such

termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

18. Notice.

Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County
Procurement Director
Pima County Procurement Department
150 W Congress, 5th Floor
Tucson, AZ 85701
520.724.8161

Contractor
Erica Lazzaro, Executive Vice President
OverDrive, Inc.
1 OverDrive Way
Cleveland, OH 44125
216.573.6886

19. Reserved.

20. Remedies.

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

21. Severability.

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

22. Use of County Data.

Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to non-anonymized and aggregated County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

23. Books and Records.

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County, with reasonable notice of not less than 30 days. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

24. Public Records.

24.1. Disclosure.

Pursuant to A.R.S. § 39-121 et seq., this Contract and all documents submitted to County in relation to this Contract, including, but not limited to, pricing schedules, product specifications, and work plans are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

24.2. Records Marked Confidential; Notice and Protective Order.

If Contractor reasonably believes that any documents submitted to County contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

25. Legal Arizona Workers Act Compliance.

25.1. Compliance with Immigration Laws.

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 41-4401 (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

25.2. Books & Records.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

25.3. Remedies for Breach of Warranty.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

25.4. Subcontractors.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 25 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

26. Grant Compliance. Not Applicable.

27. Written Orders.

County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a DO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

28. Counterparts.

The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

29. Israel Boycott Certification.

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. The certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

30. Forced Labor of Ethnic Uyghurs.

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

31. Heat Injury and Illness Prevention and Safety Plan.

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

32. Web Based Terms and Conditions.

If Contract is subject to any terms and conditions hosted on Contractor's website (collectively the "Contractor's Terms and Conditions"), the parties acknowledge and agree that the online hosting of Contractor's Terms and Conditions is for ease of administration only, and Contractor is hereby given notice that County cannot accept any revision or modification to the Contractor's Terms and Conditions without a signed written amendment executed by the Pima County Board of Supervisors or the Pima County Procurement Director. As such, the parties also acknowledge and agree that the Contract is subject to the Contractor's Terms and Conditions posted to Contractor's website as of the signature date of this Contract until so amended by the parties, and no terms in the Contractor's Terms and Conditions shall be used to nullify or void the terms found in this Contract.

33. Click-Through Terms and Conditions.

33.1. Click-Through Terms; Acquisition of Software.

If Contractor uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of County do not have any actual or apparent authority to create legally binding obligations between the parties. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation.

33.2. Click-Through Terms; Usage of System.

If the process of accepting, installing, activating or otherwise initiating the usage of Contractor's products presents terms and conditions on screen ("click through terms") to the County employee performing the action, the parties acknowledge and agree that these terms are informational only, and Contractor is hereby given notice that the persons performing initiation activities on behalf of County do not have any actual or apparent authority to create legally binding obligations between the parties. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions while initiating product usage, any such terms and conditions are deemed void upon presentation.

34. Order of Precedence.

All documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract. In the event of conflicting terms between the incorporated agreement documents, the following is the order of precedence, superior to subordinate, to resolve the conflict.

34.1. Amendments to this Contract.

34.2. This Sole Source Procurement Agreement No. SCSC2600000371.

34.3. Any DO issued by County against this Contract, and any agreement(s) attached to that DO.

34.4. Exhibit A: OverDrive Public Library Order Form.

35. Amendment.

The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

36. Entire Agreement.

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

SIGNATURE PAGE TO FOLLOW

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Sole Source Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

Pima County Library District

Chair, Board of Directors

Date

ATTEST

Clerk of the Board

Date

Pima County Attorney's Office – As To Form



Andrew Donnellan

Deputy County Attorney

6/24/2026

Date

Approved as to Content



Department Head

7/6/2026 | 12:31 PM MST

Date

OverDrive, Inc.

Signed by:



5DF276BA527A480...

Authorized Officer Signature

6/24/2026

Date



EXHIBIT A:

OverDrive Public Library Order Form

Library Information	
Name of Library: Pima County Public Library	
Address: 101 N Stone Ave	
City, State/Province, Postal Code: Tucson, AZ 85701	Country: U.S.
Primary Contact	
Name: Kristin Powell	Title: Administrative Services Manager
Telephone: 520-594-5624	Email: Lib_Accounting@pima.gov
Accounting Contact <i>(all invoices will be emailed to the contact listed below):</i>	
Name: Lorenia Diaz	Title: Technical Services Manager
Telephone: 520-549-5600	Email: TSV@pima.gov
Bill To Address: 101 N. Stone Ave, 4 th Floor	
City, State/Province, Postal Code: Tucson, AZ 85701	Country: U.S.

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

OverDrive Service Fee:

My Library will be invoiced \$18,000 (USD) annually, which includes a Service Fee and Content Credit (collectively the "OverDrive Fee"), to be allocated as follows:

Service Fee	\$18,000	Hosting, maintenance, content fulfillment, and support for your digital library service
Content Credit	N/A	Placed on deposit for digital content purchases in OverDrive Marketplace

All payments are due within thirty (30) days of presentation of invoice.

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 four (4) years, commencing on July 6, 2026. The Agreement shall automatically renew for successive terms of one (1) year unless either party provides written notice of intention not to renew ninety (90) days prior to the expiration of the then-current term.

Terms and Conditions:

- The OverDrive Service is licensed pursuant to this Order Form and the OverDrive Public Library Access Agreement, available at <https://company.overdrive.com/pl-aa.pdf>, the terms of which are incorporated herein and may be modified from time to time.
- 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.

[Signature Page Follows]

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 _____