



AGENDA REPORT

Meeting Date: July 3, 2012
Item Number: G-10
To: Honorable Mayor & City Council
From: Nancy Hunt-Coffey, City Librarian, Assistant Director of Community Services

Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BRODART CO. FOR THE LEASE OF EXTRA COPIES OF POPULAR, HIGH DEMAND BOOKS TO MEET CUSTOMER DEMAND FOR NEW TITLES AT THE BEVERLY HILLS PUBLIC LIBRARY; AND

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$67,425.00 FOR THE SERVICES DESCRIBED.

Attachments: 1) Agreement

RECOMMENDATION

Staff recommends that City Council approve the agreement and purchase order with Brodart Co. for one year of service to provide leased copies of popular, high demand titles for the Beverly Hills Public Library in an amount not-to-exceed \$67,425.00 per year.

INTRODUCTION

The services of Brodart Co. have been used by the City for the past twenty years. Brodart Co. offers a wide selection of popular, high demand titles for lease. Selection of titles is based on the New York Times Best Seller lists and provides both fiction and nonfiction materials.

DISCUSSION

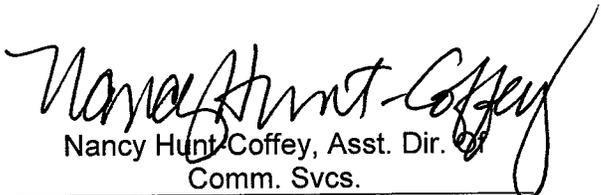
Brodart, Co. provides shelf ready library materials for the most popular and high demand titles. Books are returnable to the vendor after demand drops. This allows the library to meet customer demands and maintain a collection size that is appropriate for the space provided for the library collection without purchasing the books.

FISCAL IMPACT

The City shall pay the vendor an amount not to exceed \$67,425.00 for one year of book leasing service. These funds are already available in the budget.



Scott Miller, Chief Financial Officer
Finance Approval



Nancy Hunt Coffey, Asst. Dir. of
Comm. Svcs.
Approved By

Attachment 1

McNaughton Subscription Agreement

THIS AGREEMENT to be effective July 2012 between McNaughton, A Division of Brodart Co., ("Company") and Beverly Hills Pub Lib (B/T 742862) at Mcnaughton Acct, 9355 Civic Center Drive, Beverly Hills, CA 90210 ("Customer").

1. Allowance usage and allotment

- 1.1 For Book Allowance, each item supplied will be charged as one allowance unless the book retails for more than the cutoff subscribed to, in which case the charge will be higher.
- 1.2 For Point Allowance, the number of items supplied will be determined by the point values corresponding to the list price of the item(s), provided in each monthly selection list.
- 1.3 Allowance will be allotted in accordance with the Customer's invoice schedule. That is, if the Customer elects to receive and pay invoices monthly, allowance will be allotted monthly; if the Customer elects to receive and pay invoices annually, allowance will be allotted annually.
- 1.4 Unused allowance will 'roll over' into the next subscription year as long as you continue your service. Unused allowance will be lost when the service is terminated.

2. Returning leased items

- 2.1 The Customer shall return to the Company any leased items in excess of the Allowable Inventory subscribed to.
- 2.2 Return shipping expenses will be paid by the Company, using Company supplied shipping labels. Return shipments made without Company supplied labels may be subject to shipping charges.
- 2.3 Returning leased items does not affect the number of items available to order.

3. Purchasing leased items

- 3.1 If the subscription includes leased materials, the Customer will have the privilege of transferring leased items to its permanent collection by purchasing them at the volume discount sale prices.
- 3.2 Purchasing leased items does not affect the number of items available to order.

4. Lost or Stolen leased items

- 4.1 The Customer shall report, at least twice annually, any items lost or stolen from the leased collection.
- 4.2 Up to 10% of the Customer's annual Allowance for leased items lost or stolen in circulation will be adjusted at no cost. Any item beyond that amount will be invoiced according to the current McNaughton inventory purchase price.

5. Payment

- 5.1 The Customer shall make payment to the Company the monthly amount agreed to, plus applicable taxes, within 30 days from date of invoice.
- 5.2 Payments made annually will be allowed a discount of 2%, provided payment is made within 60 days from the date of invoice.

6. Term

- 6.1 This Agreement to be in effect for a period of 12 months and to renew itself thereafter unless canceled.
- 6.2 The subscription plan may be increased at any time at the Customer's request.
- 6.3 The subscription plan may be decreased with the provision of 60 days notice due to potential pre-publication orders.
- 6.4 The Customer will be price protected during the year specified by the Agreement, provided signed Agreement is returned to the Company 30 days prior to specified effective date. Afterwards, the Customer will be subject to any necessary price increase at the expiration of the Agreement or end of the prepayment period, whichever comes first.

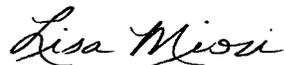
7. Termination

- 7.1 This Agreement may be canceled by the Customer at the expiration of specified contract period, with the provision of 60 days notice.
- 7.2 The Customer will return and/or purchase all leased materials in inventory within 90 days after the effective date of termination.
- 7.3 The Company reserves the right to cancel service to the Customer with the provision of 60 days written notice and to approve or disapprove any large purchases of leased materials at the time of termination.

Customer signature

WILLIAM W. BRIEN, M.D.
Printed name and title MAYOR of the City of
Beverly Hills, California

Date



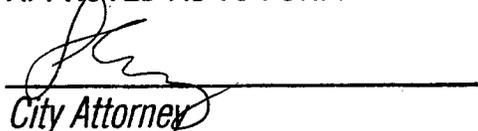
Company signature

Lisa K. Miosi, Director, Customer Care
Printed name and title

February 28, 2012

Date

APPROVED AS TO FORM:


City Attorney

City signatures continue for McNaughton Agreement

ATTEST:

BYRON POPE
City Clerk

(SEAL)

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT

JEFFREY KOLIN
City Manager



NANCY HUNT-COFFEY
Assistant Director of Community
Services/City Librarian