



Flat Rate CD Plan Agreement

Library: Redondo Beach Public Library

Shipping Address 303 N Pacific Coast Hwy

City, State, ZIP Redondo Beach, CA 90277

Billing Address 303 N Pacific Coast Hwy

City, State, ZIP Redondo Beach, CA 90277

Main Contact Name Susan Anderson

Title Library Director

Phone Number 310-318-0774

Email Address susan.anderson@redondo.org

Billing Contact Name Scott Vilhauer

Title Library Technician

Phone Number 310-318-0676 x2589

Email Address scott.vilhauer@redondo.org

Is your organization Sales/Use Tax Exempt? YES NO X If yes, please attach your certificate of exemption. Please note, Blackstone is located in Oregon, and does not currently withhold sales tax on purchases. If your entity is not tax exempt, you are responsible for the corresponding reporting and taxes due to your state of residence.

Canada customers, please provide Tax ID Number and specify which national/provincial taxes must be applied:

CD STANDING ORDER PLANS:

SOP Plan	Titles per Mo/ Season	Cost per Title	CD Discount if SRP is less than \$60	MP3 CD Discount*	Cost Per Mo/Yr	Savings per Yr
CDALL	23 / 69	\$35	45%	30%	\$805 / \$9,660	\$19,320
CD18	18 / 54	\$38	40%	20%	\$684 / \$8,208	\$14,472
CD12	12 / 36	\$40	35%	20%	\$480 / \$5,760	\$9,360
CD7	7 / 21	\$45	25%	N/A	\$315 / \$3,780	\$5,040
CD5	5 / 15	\$47	25%	N/A	\$235 / \$2,820	\$3,480
CD3	3 / 9	\$50	20%	N/A	\$150 / \$1,800	\$1,980

FLAT RATE CD PLAN FEATURES:

- Adult, young adult, children's, Spanish, and multivoice productions are available on the same SOP plan
- Receive free shipping, replacements, digital processing, and MARC records
- You're free to choose your own titles or have us choose for you
- Order as many additional titles as you want while the plan is active and receive the same great flat rate
- Receive up to 45% off titles priced below \$60
- All titles on the website are eligible—all packed in sturdy snap-lock cases
- Online ordering allows separate purchase orders and multiple shipping addresses
- *The MP3 CD discount is a courtesy discount. MP3 CD copies purchased will NOT count toward the minimum requirement of units permonth.

****Multiple copies of the same title can be purchased to fulfill SOP commitment**

Budget planning has never been so easy!

Month Plan Will Start: April 2020

Plan Type: CD7

☐ Monthly

☒ Seasonal

☒ Self-Select

☐ Blackstone Selects

SOP PLAN PURCHASING AGREEMENT:

Under Blackstone's standing order plan, you will be billed either at a special flat rate or at a specified discount. Blackstone's purchase terms and conditions require you to make a minimum number of purchases each month or each season. Your library has the option to choose which titles will be received on your standing order plan. If you are on a *monthly* plan and do not make your selections by the twenty-fifth of the month, Blackstone's selections will automatically ship to you. If you are on a *seasonal* plan and do not make your selections by the fifteenth of the last month of the season, Blackstone's selections will automatically ship to you.

Monthly Customers: The library will order titles every month based on their plan. They may choose any titles published that month or any of our backlist titles to fulfill their monthly commitment. Future months' releases do not count towards the current month's requirements. The purchase commitment resets monthly. The library may purchase additional titles in any given month beyond their required amount at the same discounted price. However, these additional titles will not count towards future monthly requirements.

Seasonal Customers: The library will order titles every season based on their plan. They may choose any titles published that season or any of our backlist titles to fulfill their seasonal commitment. Future seasons' releases do not count towards the current season's requirements. The purchase commitment resets each season. The library may purchase additional titles in any given season beyond their required amount at the same discounted price. However, these additional titles will not count towards future seasonal requirements.

The terms of this agreement shall commence on the signature date. You may cancel it without cause by advance written notice at least fourteen days prior to the next ordering month or season.

Starting April 1st, 2015, we will have four ordering seasons a year, broken down as follows: April–June, July–September, October–December, January–March.

SOP Plan Replacement Policy: SOP customers receive free replacements on library edition CDs and MP3 CDs for twenty-four months from date of invoice. After twenty-four months, the replacement cost is \$4 for an individual library edition CD and \$6 for MP3 CDs.

Blackstone reserves the right to charge for replacement discs if the SOP commitment is not being met or if the replacement policy is being abused.

Term: The term of this agreement shall commence April 21st, 2020 and shall continue for three (3) years, until April 20, 2023 unless otherwise terminated and herein provided.

Not-to-exceed: The annual purchases by the City of Redondo Beach made pursuant to this agreement shall not to exceed **\$11,000** annually.

Termination: Either party may terminate this agreement with sixty (60) days written notice to the other party.

Claims. Any claim by Blackstone against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Blackstone warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Blackstone, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Blackstone.

Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 12th day of May, 2020.

Signatures:

Blackstone Library Services

City of Redondo Beach

Name: Jason Esquerra
Title Western Territory Rep
Blackstone

William C. Brand
Mayor
City of Redondo Beach

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney