



AGENDA
PLACENTIA LIBRARY DISTRICT
BOARD OF TRUSTEES
UNUSUAL DATE MEETING

May 29, 2024

6:30 p.m.

Community Meeting Room

411 E. Chapman Avenue

Call-in Number: (669) 900-6833

Meeting ID: 850 1206 7452









Password: 046086

ZOOM Link: meetings.placentialibrary.org

Mission Statement:

Placentia Library District inspires, opens minds, innovates, and connects our community.

District Goals:

-  Strengthen connections and expand community relationships.
-  Provide equitable access.
-  Adapt to community needs.
-  Cultivate thriving collections of resources.
-  Provide and promote relevant library services.
-  Maintain fiscal responsibility and integrity.
-  Support and empower staff.
-  Provide an inviting, pleasant, and safe place to explore.

AGENDA DESCRIPTIONS: *The Agenda descriptions are intended to give members of the public notice and a general summary of items of business to be transacted or discussed. The Board may take any action which it deems to be appropriate on the Agenda and is not limited in any way by the notice of the recommended action.*

REPORTS AND DOCUMENTATION: *Reports and documentation relating to Agenda items are on file in the Administrative Office and the Reference Department of Placentia Library District, and are available for public inspection. A copy of the Agenda packet will be available for use during the Board Meetings. Any person having any question concerning any Agenda item may call the Library Director at 714-528-1925, Extension 200.*

PLEDGE OF ALLEGIANCE Library Board President

CALL TO ORDER

1. Call to Order Library Board President
2. Roll Call Recorder

3. Adoption of Agenda

This is the opportunity for Board members to delete items from the Agenda, to continue items, to re-order items, and to make additions pursuant to Government Code Section 54954.2(b).

Presentation: Library Director

Recommendation: Adopt by Motion

4. Oral Communications

Placentia Library District Board of Trustees Unusual Date Meeting Agenda, May 29, 2024

Members of the public may address the Library Board of Trustees on any matter within the jurisdiction of the Board. Presentations by the public are limited to 5 minutes per person. Members of the public are also permitted to address the Library Board of Trustees on specific Agenda Items before and at the time that an Item is being considered by the Board. Action may not be taken on items not on the Agenda except in emergencies or as otherwise authorized. Reference: California Government Code Sections 54954.3, 54954.2(b).

TRUSTEE & ORGANIZATIONAL REPORTS

5. Board President Report - oral
The President makes announcements of general interest to the community and the Library Board of Trustees as well as conducting any ceremonial matters.
6. Trustee Reports
The Trustees make announcements of general interest to the community and the Library Board of Trustees, and report on meetings attended on behalf of the Board of Trustees.
7. Library Director Report
8. Placentia Library Friends Foundation Board of Director's Report

CONSENT CALENDAR (Items 9 – 24)

Presentation: Library Director
Recommendation: Approve by Motion

Items 9 – 24 may be considered together as one motion to approve the Consent Calendar. Items may be removed for individual consideration before the Consent Calendar is adopted. Items removed must then each have a separate motion.

MINUTES (Item 9)

9. Minutes of the Library Board of Trustees Regular Meeting on April 22, 2024. (Receive & File and Approve)

CASH FLOW ANALYSIS (Items 10 – 11)

10. Check Register for April 2024. (Receive & File and Approve)
11. FY2023-2024 Fund Balance through April 2024; the Schedule of Anticipated Property Tax Revenues for FY2023-2023 as provided by the Orange County Auditor. (Receive & File).

TREASURER'S REPORTS (Items 12 – 16)

12. Financial Reports for April 2024 for Placentia Library District Accounts on Deposit with the Orange County Treasurer. (Receive & File)
13. Revenue and Expenditure Reports for April 2024. (Receive & File)
14. Acquisitions Report for April 2024. (Receive & File)
15. Entrepreneurial Activities Report and April 2024. (Receive & File)
16. Library Impact Fee Report for April 2024. (Receive & File)

GENERAL CONSENT REPORTS (Items 17 – 20)

17. Personnel Report for April 2024. (Receive, File, and Ratify Appointments)
18. Review Shared Maintenance Costs with the City of Placentia under the JPA. (Receive & File)
19. Administration Report for April 2024.
20. Circulation Report for April 2024.

STAFF REPORTS (Items 21 – 24)

21. Children's Services Report for April 2024.

Placentia Library District Board of Trustees Unusual Date Meeting Agenda, May 29, 2024

- 22. Adult and Teen Services Report for April 2024.
- 23. Technology and Website Report for April 2024.
- 24. Customer Service Report for April 2024.

NEW BUSINESS (Items 25-37)

- 25. Public Library Conference Reports from Attendees.
- 26. Select a candidate for Orange County Local Agency Formation Commission (LAFCO) Regular Special District Member.
- 27. Adoption of Resolution 2024-02: A Resolution of the Board of Trustees of the Placentia Library District of Orange County to Establish the Appropriations Limitation for the 2024-2025 Fiscal Year.
- 28. Conference Authorization for Library Board of Trustees and Library Director to attend the California Special District Association (CSDA) Annual Conference in Indian Wells, California, September 9-12, 2024.
- 29. Conference Authorization for Library Staff to attend the California Library Association Annual Conference in Pasadena, California, October 17-19, 2024.
- 30. Authorize the District to Enter into a Contract with the Imperial County of Education to Provide Installation and Maintenance of Advanced Network (Data) Services as the Statewide Broadband Aggregator for the California State Library Broadband Services Project.
- 31. Review and Approve the Request for Proposal for the Outdoor Learning Experience and Loading Dock Projects.
- 32. Review Proposal(s) for the Café Space Remodel Project and Select Contractor to Provide Construction Services in the Amount Not to Exceed \$25,000.
- 33. Review the E-Rate Agreement and Authorize the Library Director to Execute the E-Rate Agreement for Category 1 Internet Access/Telecommunications for the Placentia Library District Bookmobile, Internet Connections-Network Infrastructure Upgrade and Basic Maintenance at the Placentia Library District Projects through the E-Rate Program, with the District’s Obligation at 40% of the total cost of each project.
- 34. Joint-Use Committee Updates from President Carline.
- 35. Roundtable Women’s Club Updates from Secretary Dahl.
- 36. LAFCO Updates from Trustee Beverage.
- 37. ISDOC & Legislative Updates from Trustee Nelson.

AGENDA DEVELOPMENT

- 38. Agenda Preparation for the May Regular Date Meeting which will be held on June 24, 2024 unless re-scheduled by the Library Board of Trustees.

ADJOURNMENT

- 39. The Library Board of Trustees will adjourn the Unusual Date May 29, 2024 meeting.

*****CERTIFICATION OF POSTING*****

I, Lina Nguyen, Executive Assistant of the Placentia Library District, hereby certify that the Agenda for May 29, 2024 Unusual Date Meeting of the Library Board of Trustees of the Placentia Library District was posted on May 23, 2024.



 Lina Nguyen, Executive Assistant



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MINUTES
PLACENTIA LIBRARY DISTRICT
REGULAR DATE MEETING OF THE LIBRARY BOARD OF TRUSTEES
APRIL 22, 2024

CALL TO ORDER

President Carline called the Regular Date Meeting of the Placentia Library District (PLD) Board of Trustees to order on April 22, 2024 at 6:34 p.m.

Members Present: President Gayle Carline, Secretary Sherri Dahl, Trustee Stephanie Beverage.

Members Absent: Trustee Voiza Arnold (excused), Trustee Scott Nelson (excused).

Staff Present: Jeanette Contreras, Library Director; Yesenia Baltierra, Assistant Library Director; Carlo Maskarino, Business Manager; Lina Nguyen, Executive Assistant.

Guests: James Fisler, OC LAFCO Commissioner and Mesa Water District Director; John Lewis, public member; Theresa Kintz, public member; Esther Canedo, Adult Literacy Library Assistant; Ruchika Sharda, Adult Literacy Library Assistant.

ADOPTION OF AGENDA

It was motioned by Trustee Beverage to adopt agenda as presented. It was seconded by Secretary Dahl (Item 3).

AYES:	Carline, Dahl, Beverage
NOES:	None
ABSENT:	Arnold, Nelson

ORAL COMMUNICATION

OC LAFCO Commissioner and Mesa Water District Director, James Fisler, is up for re-election to the OC LAFCO Special District Commissioner seat and came out to advocate for the Placentia Library District to vote for his re-election. John Lewis came to endorse James Fisler (Item 4).

BOARD PRESIDENT REPORT

President Carline reported she took part in the Placentia Chamber of Commerce's Principal for a Day event at Wagner Elementary. She also came to present at the District during Third Grade visits. She attended the Taylor Swift Artistry and Entrepreneurship seminar, the Taylor Swift Dance Party and the Public Library Association Conference.

TRUSTEE & ORGANIZATIONAL REPORTS

Secretary Dahl reported she attended the Public Library Association Conference, the PLFF Board Meeting, the Placentia Round Table Women's Club meetings to work on scholarships, the Taylor Swift Artistry and Entrepreneurship seminar and the Taylor Swift Dance Party. She also came to present at the District during Third Grade visits.

Trustee Beverage reported she attended the Public Library Association Conference and the trip to Sacramento for National Library Workers Day.

Trustee Arnold had an excused absence.

Trustee Nelson had an excused absence.

**LIBRARY DIRECTOR
REPORT**

Director Contreras took this time to introduce Ruchika Sharda and Esther Canedo to the Board. Ms. Sharda and Ms. Canedo are both grant-funded Library Assistants for Adult Literacy.

Director Contreras reported she had attended the Public Library Association Conference and thanked the Board for authorizing her attendance at the conference. She also attended the trip to Sacramento for National Library Workers Day, the Taylor Swift Artistry and Entrepreneurship seminar, and the Taylor Swift Dance Party. She also attended the Southern California Facilities Expo in Anaheim with Business Manager Maskarino. She also had a meeting with a student from Valencia High School who would like to be a volunteer intern at the District. Director Contreras also took this time to report the café space will be reenvisioned as a center for small businesses. The District has received a grant for a privacy booth and five solar chargers. They will be delivered in June.

**FRIENDS FOUNDATION
REPORT**

Secretary Dahl reported out on the Placentia Library Friends Foundation (PLFF) on behalf of President Reuben Skipper. The yard sale is scheduled for this coming Saturday, April 27th. They are still working on pricing the items. The bookstore brought in \$1927 from book sales in March. Over the last 12 months, they brought in \$22,000. Discover Books have still not paid their past due invoices and are now also not picking up their discards. April is volunteer month and they plan to give all of their volunteers a \$10 gift card for Starbucks. They have been struggling with having enough people to handle the different aspects of the foundation.

CONSENT CALENDAR

After a brief discussion regarding agenda item 14, it was moved by Trustee Beverage and seconded by Secretary Dahl to approve Agenda Items 9-24 as presented. A roll call vote was taken:

AYES: Carline, Dahl, Beverage
NOES: None
ABSENT: Arnold, Nelson

**MINUTES FOR MARCH 25,
2024 REGULAR DATE
MEETING.**

The minutes for the March 25, 2024 Regular Date Meeting were received, reviewed and filed (Item 9).

AYES: Carline, Dahl, Beverage
NOES: None
ABSENT: Arnold, Nelson

**CASH FLOW ANALYSIS
AND
TREASURER’S REPORTS**

Check Registers for March 2024 (Item 10)
Fund 707 Balance Report for March 2024 (Item 11)
Financial Reports through February 2024 for Placentia Library District Accounts on Deposit with the Orange County Treasurer and Placentia Library District General Ledger: Summary of Cash and Investments (Item 12)
Balance Sheets for March 2024 (Item 13)
Acquisitions Report for March 2024 (Item 14)
Entrepreneurial Activities Report for March 2024 (Item 15)
Library Impact Fee Report for March 2024 (Item 16)

**GENERAL CONSENT
REPORTS**

Personnel Report for March 2024 (Item 17)
Review of Shared Maintenance Costs with the City of Placentia (Item 18)
Administration Report for March 2024 (Item 19)

Circulation Report for March 2024 (Item 20)

STAFF REPORTS

Children’s Services Report March 2024 (Item 21)
Adult Services Report for March 2024 (Item 22)
Placentia Library Website Technology Report for March 2024 (Item 23)
Customer Service Report (Items 24)

**PRESENTATION AND
UPDATES ON WEBSITE
DEVELOPMENT BY IT
CONSULTANT, JEREMY
YAMAGUCHI.**

IT Consultant Jeremy Yamaguchi gave a brief presentation on the history of the District’s website and an update on the progress of the new Streamline website. The new website is prepared to go live on May 1st, barring any issues or changes the Board may request. After a brief discussion, the Board expressed they like the new website and are excited to see it go live.

**JOINT-USE COMMITTEE
UPDATES FROM PRESIDENT
CARLINE.**

President Carline reported there was no Joint Use Meeting since the last meeting in February and advised she would like to meet with the City in May. Executive Assistant Nguyen will work on getting a meeting scheduled for May.

**ISDOC & LEGISLATIVE
UPDATES FROM TRUSTEE
NELSON.**

Director Contreras recommended to postpone this agenda item as Trustee Nelson had an excused absence and cannot report out on the subject. It will be moved to next month’s meeting.

AGENDA DEVELOPMENT

President Carline requested to change the May Board Meeting from May 28th to May 29th. Present Board Trustees had no issues with the day change.

Director Contreras reported these items will be on the agenda for the May Meeting: the E-Rate update, the café space update, the Outdoor Space update, reports on the Public Library Association Conference and the 22/23 fiscal year audit.

The next Board Meeting will be on May 29, 2024 at 6:30 p.m.

ADJOURNMENT

The Board of Trustees Regular Date Meeting of April 22, 2024 was adjourned at 7:26 p.m.

Gayle Carline, President
Library Board of Trustees

Sherri Dahl, Secretary
Library Board of Trustees



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1:15 P.M.
05/08/24
Accrual Basis

**Placentia Library District
Check Register
April 2024**

Date	Ref No.	Payee	Memo	Payment	Type
04/08/2024	13629	Arcelia Janitorial Service	Janitorial services from 03/01/24 to 03/31/24	4,400.00	Bill Payment
04/08/2024	13630	Golden State Water Company	Service from 02/21/24-03/22/24	394.49	Bill Payment
			Solar Eclipse Posters (PO 232)		
			New staff business cards		
			TS "Noise" foam boards		
			Spring Library Postcards (PO 221)		
			PLFF Authors Luncheon Seating Chart + Silent		
			Auction Foam Board		
04/08/2024	13631	Placentia-Yorba Linda Unified School Dist	PLFF Authors Luncheon programs	581.66	Bill Payment
		Ross Creations DJ, Sound & Lighting			
04/08/2024	13632		Balance due for DJ and lights for TS Dance Party	1,650.00	Bill Payment
04/08/2024	13633	New Readers Press	23/24 CLLS Collection Budget PO 247	67.68	Bill Payment
04/08/2024	13634	Cintas	Janitorial supplies	578.22	Bill Payment
			AT&T Service from 02/01/24-02/29/24		
			Mariposa Landscapes February 2024 Service		
04/08/2024	13635	City of Placentia	Shared exterior walkway lights from Home Depot	1,569.20	Bill Payment
			Loading Dock Expansion and Outdoor Library		
04/08/2024	13636	IDS Group Inc.	Design Services	23,572.42	Bill Payment
		Pitney Bowes Purchase Power			
04/08/2024	13637		March 2024 Statement	1,285.19	Bill Payment
			April through June Service		
04/08/2024	13638	Dewey Pest Control	April Service	260.00	Bill Payment
04/08/2024	13639	Eagle Multi Media Productions	February IT Support Services	8,563.75	Bill Payment
04/08/2024	13640	Southern California Edison	Service from 02/29/24-03/31/24	3,241.87	Bill Payment
04/08/2024	13641	CALNET3	Service from 03/02/24-04/01/24	287.60	Bill Payment
04/08/2024	13642	Staples, Inc.	Paper towels and hand soap for restrooms	1,062.47	Bill Payment
04/08/2024	13643	Amy Rutledge	May 2024 Meditation	450.00	Bill Payment
04/08/2024	13644	Legacy Integrative Solutions	Service from 03/06/24-04/02/24	889.70	Bill Payment
04/08/2024	13645	SDRMA	Medical & Ancillary Benefits May 2024	30,091.50	Bill Payment
		Public Agency Retirement Services			
04/08/2024	13646		Contributions for payroll on 04/10/24	2,660.09	Bill Payment
04/08/2024	13647	Stephanie Beverage	Reimbursement for PLA Conference flight	1,237.20	Bill Payment
			Loading Dock Expansion and Outdoor Library		
04/09/2024	13648	IDS Group Inc.	Design Services	24,940.80	Bill Payment
			Physical exams for new staff: LH, JM, AA, LD, RS		
04/09/2024	13649	Newport Urgent Care Inc		1,046.00	Bill Payment
			Recycling Service 03/01/24-03/31/24		
04/09/2024	13650	Republic Services	Pickup Service 04/01/24-04/30/24	343.48	Bill Payment
04/09/2024	13651	Jeanette Contreras Emcor Services - Mesa	Reimbursement for meals during PLA Conference	86.73	Bill Payment
		Energy			
04/09/2024	13652		Work on unit 7	1,173.75	Bill Payment
04/11/2024	13653	Playaway Products	Wonderbooks and Spanish Collection	1,864.44	Bill Payment
04/11/2024	13654	Eagle Multi Media Productions	March IT Support Services	9,477.50	Bill Payment
04/11/2024	13655	Sherri Dahl	2024 PLA Conference Reimbursement	132.46	Bill Payment
			For Payroll on 04/24/24 and to ensure bank account		
04/11/2024	13656	Placentia Library District	will have enough funds for at least two pay periods.	150,000.00	Bill Payment
04/15/2024	13657	Playaway Products	Wonderbooks	2,427.40	Bill Payment

1:15 P.M.
05/08/24
Accrual Basis

**Placentia Library District
Check Register
April 2024**

04/15/2024	13658	Kanopy Inc.	Video tickets	580.00	Bill Payment
04/15/2024	13659	Cintas	Janitorial supplies	373.24	Bill Payment
04/15/2024	13660	Sherri Dahl	2024 PLA Conference Reimbursement	14.97	Bill Payment
04/15/2024	13661	UMPQUA BANK	CC Transactions from 02/29/24-03/29/24	11,715.90	Bill Payment
04/15/2024	13662	Placentia Library District	For Payroll on 05/08/24	75,000.00	Bill Payment
04/22/2024	13663	Woodruff & Smart, APC	For Services Rendered Through 02/29/24	1,938.00	Bill Payment
04/22/2024	13664	Midwest Tape-Hoopla	Digital Content for March 2024	8,433.81	Bill Payment
04/22/2024	13665	Baker & Taylor	Books	10,297.84	Bill Payment
04/22/2024	13666	State of CA - Department of Justice	Fingerprint apps	96.00	Bill Payment
04/22/2024	13667	Charter Communications	Service from 04/12/24-05/11/24	92.19	Bill Payment
04/22/2024	13668	Damean F Sanz	Mileage reimbursement	31.96	Bill Payment
04/22/2024	13669	Yesenia Baltierra.	Mileage and misc. reimbursements	540.24	Bill Payment
04/22/2024	13670	Cintas	Janitorial supplies	373.24	Bill Payment
04/22/2024	13671	SoCalGas	Service from 03/18/24-04/16/24	53.22	Bill Payment
04/22/2024	13672	Margaret Hatanaka	Reimbursement for airport parking for Sacramento trip	30.00	Bill Payment
04/22/2024	13673	Vanessa Mendoza	Deposit for face painter	100.00	Bill Payment
04/22/2024	13674	Public Agency Retirement Services	Contributions for payroll on 04/24/24	2,513.51	Bill Payment
04/24/2024	13675	Johnson Controls Security Solutions	Service from 05/01/24-07/31/24	1,177.16	Bill Payment
TOTAL				1,177.16	Bill Payment
				\$ 387,696.88	

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Carlo Maskarino, Business Manager

SUBJECT: Fund Balance Report through April 2024 for Placentia Library District Fund 9LX with Orange County Treasurer

DATE: May 29, 2024

Fiscal Year 2023-2024	
7/31/2023	817,970.90
8/31/2023	820,434.59
9/30/2023	822,916.52
10/31/2023	825,542.53
11/30/2023	828,237.08
12/31/2023	830,976.37
1/31/2024	833,921.08
2/28/2024	836,851.01
3/31/2024	839,963.27
4/30/2024	843,034.60
5/31/2024	
6/30/2024	

Fiscal Year 2022-2023	
7/31/2022	801,938.74
8/31/2022	802,335.62
9/30/2022	802,800.58
10/31/2022	803,277.00
11/30/2022	803,944.79
12/31/2022	804,777.08
1/31/2023	806,000.95
2/28/2023	807,561.52
3/31/2023	809,466.13
4/30/2023	811,433.09
5/31/2023	813,351.43
6/30/2023	815,598.75



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Carlo Maskarino, Business Manager

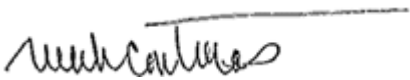
SUBJECT: **Financial Reports through April 2024 for the Placentia Library District Accounts on Deposit with the Orange County Treasurer and the Placentia Library District General Ledger**

DATE: May 29, 2024

Summary of Cash and Investments as of April 30, 2024

Cash with Orange County Treasurer Fund 9LX	\$	843,034.60
General Fund Checking – BMO	\$	1,497,846.08
General Fund Savings – BMO	\$	2,399,302.71
<i>(Impact Fees in Savings – Restricted)</i>	\$	859,485.08
Payroll Checking – Wells Fargo Bank	\$	167,423.49
Total Cash and Investments	\$	4,907,606.88

I hereby certify that the investments are in compliance with Placentia Library District Policy 3035 – Investment of District Funds, as adopted by the Library Board of Trustees, and California Government Code Section 53646(b)(1); and that Placentia Library District has the ability to meet its budgeted expenditures for the next six (6) months.



Jeanette Contreras
Library Director



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PLACENTIA LIBRARY DISTRICT
YTD REVENUE REPORT
AS OF APRIL 30, 2024

Acct #	DESCRIPTION	BUDGET	YTD ACTUAL	BALANCE	PERCENT % RECEIVED
PROPERTY TAX REVENUE					
4010	Property Taxes - Current Secured	3,002,718	3,031,268	28,550	101.0%
4020	Property Taxes - Current Unsecured	74,371	79,867	5,496	107.4%
4050	Property Taxes - Curr Supplemental	113,049	70,714	(42,335)	62.6%
4070	Interest on Unapport Tax	651	3,309	2,658	508.3%
4080	Penalties & Costs on Delinq Taxes	22,435	21,582	(853)	96.2%
4090	Taxes Special Dist Augmentation	10,376	4,524	(5,852)	43.6%
* 4180	Other Revenue	0	31,793	31,793	-
4190	State - Homeowners Property Tax Relief	10,816	6,135	(4,681)	56.7%
	Sub Total	3,234,416	3,249,193	14,777	100.5%
INTEREST REVENUE					
4600	Interest	8,500	85,171	76,671	1002.0%
	Sub Total	8,500	85,171	76,671	1002.0%
GRANT REVENUE					
4210	State Grants	279,000	105,829	(173,171)	37.9%
4220,4230	Fed/Other Grants	5,000	0	(5,000)	0.0%
	Sub Total	284,000	105,829	(178,171)	37.3%
MISCELLANEOUS REVENUES					
4410	PLFF Grants	113,000	75,000	(38,000)	66.4%
4310	Fines & Fees	18,136	11,320	(6,816)	62.4%
4320, 4330	Passport/Photos	250,758	182,473	(68,285)	72.8%
4340	Meeting Room Fees	100	1,249	1,149	1248.6%
* 4430	Other: Miscellaneous	0	4,066	4,066	-
	Sub Total	381,994	274,108	(107,886)	71.8%
TOTAL REVENUES YTD FOR FY 23/24:		3,908,910	3,714,301	(194,609)	95.0%
CASH, INVESTMENTS, & LIBRARY IMPACT FEES					
	BEGINNING BALANCE				
	ENDING BALANCE				
	YTD ACTUAL				
4500	Cash/Investments	4,195,361	4,907,607	684,327	
	Impact Fees - Restricted Funds	859,485	859,485	63,271	

* Mathematically unable to divide by zero.

PLACENTIA LIBRARY DISTRICT
EXPENDITURES REPORT
as of April 30, 2024
83% of the year completed.

ACCOUNT	DESCRIPTION	APPROPRIATIONS	EXPENDED	CURRENT REMAINDER
SALARIES & EMPLOYEE BENEFITS				
5010, 5020	Salaries & Wages	1,969,183	1,523,081	446,102
5030	Retirement & Post Employment Trust 115	94,007	44,410	49,597
5040	Unemployment Insurance	30,000	6,056	23,944
5050	Health Insurance	214,656	257,703	(43,047)
5060	Life Insurance	4,989	3,672	1,317
5064	Dental Insurance	16,529	7,695	8,834
5066	AD & D Insurance	7,958	4,768	3,190
5068	Vision Insurance	3,151	2,033	1,118
5070	Workers' Compensation Insurance	32,908	27,248	5,660
5090	Education Assistance Program	0	0	0
TOTAL		\$2,373,381	\$1,876,667	\$496,714
SERVICES & SUPPLIES				
5099	Property & Liability Insurance	69,824	59,435	10,389
5100-5140	Communications, Internet, Cable	78,301	37,493	40,808
5150-5180	Janitorial Supplies & Services	67,334	58,169	9,165
5160	Refuse Disposal	3,272	2,816	456
5205	Maintenance Equipment	15,000	14,575	425
5200, 5210, 5220-5280	Building Maintenance	130,000	82,179	47,821
5290-5292	Memberships	15,500	9,484	6,016
5300-5350	Office Expenses & Postage	130,000	54,029	75,971
5400-5480	Prof./Specialized Services	200,000	176,099	23,901
5490	Loan Obligation (-bank)	73,900	73,716	184
5495, 5910, 5920	Programs, PLFF Grant, Fed & State Grant	85,000	36,441	48,559
5500	Books/Library Materials	350,620	260,659	89,961
5600	Travel & Meetings/Professional Development	40,000	28,117	11,883
5700	Mileage/Parking	650	965	(315)
5800	Utilities	80,150	59,232	20,918
5900	Bookmobile - Vehicle	200,000	0	200,000
5901	Bookmobile - Collection	70,000	31	69,969
5902	Bookmobile - Supplies & Materials	15,000	0	15,000
5904	Bookmobile - Other	90,000	50	89,950
6000	Other	800,000	0	800,000
TOTAL		\$2,514,551	\$953,490	\$1,561,061
OPERATING EXPENSES				
		\$4,887,932	\$2,830,156	\$2,057,776
FIXED ASSETS & TAXES				
1310	Building Improvements	25,000	2,496	22,504.16
1320	Equipment & Furniture	250,000	52,373	197,627.34
2500	Capital Lease	0	0	0.00
6100	Taxes and Assessments	11,849	9,196	2,652.84
TOTAL		\$286,849	\$64,065	\$222,784
TOTAL BUDGET		\$5,174,781	\$2,894,221	\$2,280,560

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Yesenia Baltierra, Assistant Library Director

SUBJECT: Acquisitions Report for April 2024

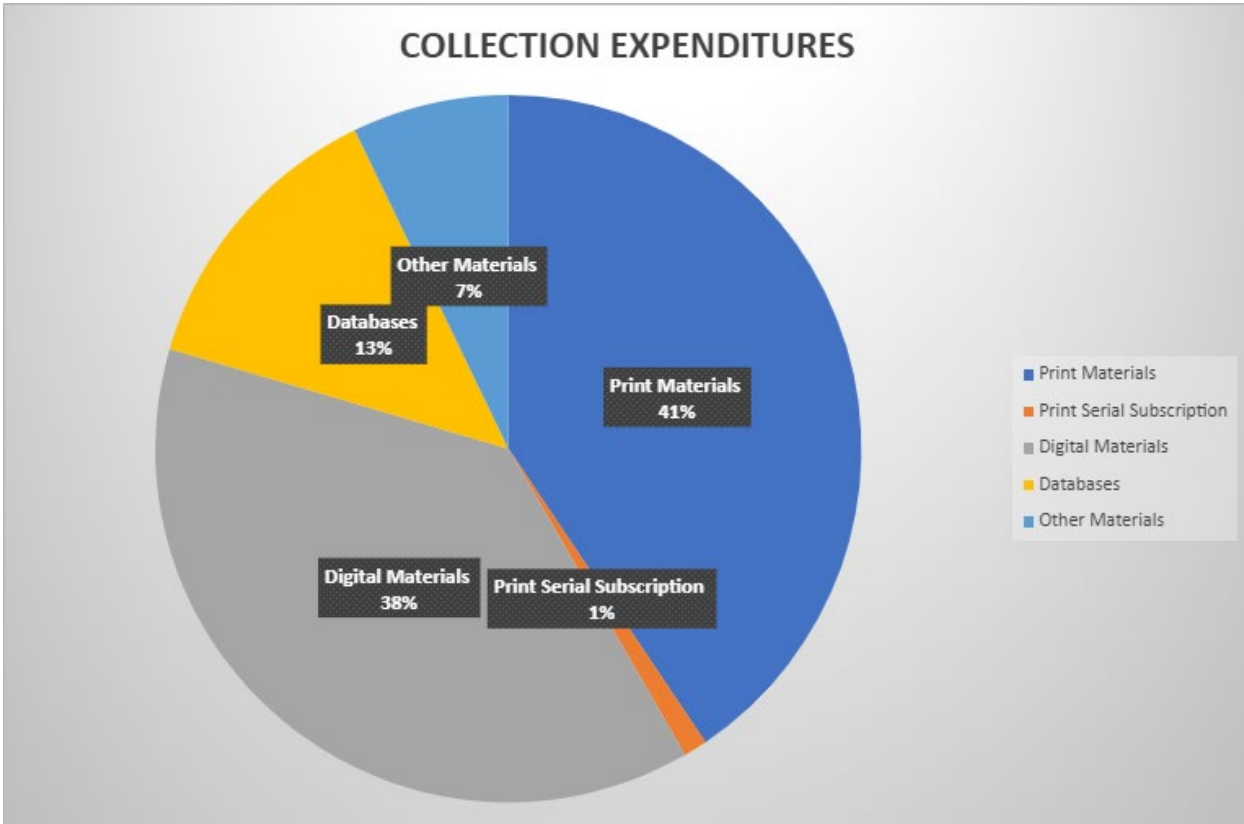
DATE: May 29, 2024

MONTHLY STATISTICS

Total Budget	FY 2023-24	% Spent	FY 2022-23	% Spent
	\$345,620.00	76%	\$535,000.00	53%

Collection Expenditures	April	April	FY-T-D	FY-T-D	FY-T-D
	2024	2023	2023-2024	2022-2023	% changed
Print Materials	\$14,426	\$12,523	\$106,808	\$104,905	2%
Print Serial Subscription	\$0	\$136	\$2,856	\$2,992	-5%
Total Print Materials	\$14,426	\$12,659	\$109,664	\$107,897	2%
Digital Materials	\$8,680	\$30,770	\$99,754	\$121,844	-18%
Databases	\$0	\$0	\$34,967	\$34,967	0%
Total Electronic Content	\$8,680	\$30,770	\$134,721	\$156,811	-14%
Other Materials	\$2,699	\$3,542	\$18,863	\$19,706	-4%
Total Collection Expenditures	\$25,805	\$46,971	\$263,248	\$284,414	-7%

Titles Added	April	April	FY-T-D	FY-T-D	FY-T-D
	2024	2023	2023-2024	2022-2023	% changed
Print Materials	315	298	4,433	4,416	0%
Print Serial Subscription	0	0	2	2	0%
Total Print Materials	315	298	4,435	4,418	0%
Digital Materials	4,029	6,029	49,025	51,025	-4%
Databases	0	0	7	7	0%
Total Electronic Content	4,029	6,029	49,032	51,032	-4%
Other Materials	39	50	212	223	-5%
Total Titles Added	4,383	6,377	53,679	55,673	-4%



All Materials Held	April	March	Month to Month
	2024	2024	% change
Total Materials Physical	81,135	81,107	0%
Total Materials Digital	1,804,869	1,772,699	2%
Total All Materials	1,886,004	1,853,806	2%

Children's Physical Materials Held	April	March	Month to Month
	2024	2024	% change
Children's Fiction	25,924	25,935	0%
Children's Nonfiction	14,517	14,513	0%
Children's Magazine	0	3	-100%
Children's Audiobook	904	904	0%
Children's DVD/Video	1,551	1,554	0%
Children's LOTS	63	62	2%
TOTAL All Children's Physical Material	42,959	42,971	0%

Adult/Teen Physical Materials Held	April	March	Month to Month
	2024	2024	% change
Adult Fiction	17,151	17,148	0%
Adult Nonfiction	13,314	13,284	0%
Adult Magazine	0	4	-100%
Adult Audiobook	1,304	1,304	0%
Adult DVD/Video	3,023	3,024	0%
Adult LOTS	97	96	1%
Video Games	399	393	2%
Vinyl Records	174	167	4%
Teen Fiction	2,714	2,716	0%
TOTAL All Adult/Teen Physical Material	38,176	38,136	0%

Digital Material Held	April	March	Month to Month
	2024	2024	% change
eBooks	995,814	981,767	1%
Digital Audiobooks	251,742	248,062	1%
Digital Videos	107,623	106,826	1%
Digital Magazines	4,166	4,166	0%
Digital Music	445,513	431,867	3%
Databases	11	11	0%
TOTAL All Digital Material	1,804,869	1,772,699	2%

Bookmobile Budget	FY 2023-24	Expenditure	Titles Added
	\$70,000.00	\$49.85	4



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Carlo Maskarino, Business Manager

SUBJECT: Service Revenue Activities Report for April 2024

DATE: May 29, 2024

Net Revenue Summary for April 2024

			YTD	YTD
	Apr-24	Apr-23	2023-2024	2022-2023
Passport	23,205	16,660	130,905	158,486
Passport Photos	8,960	4,476	51,568	43,216
Fines & Fees	865	996	11,320	11,285
Meeting Room	0	160	1,249	2,307
TOTAL	\$ 33,030	\$ 22,292	\$ 195,041	\$ 215,294



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Carlo Maskarino, Business Manager

SUBJECT: Personnel Report for April 2024

DATE: May 29, 2024

			YTD	YTD
	Apr-24	Apr-23	2023-2024	2022-2023
Separation	0	0	3	3
Retirement	0	0	1	1
Appointments	0	1	13	12
Open Positions	0	1	18	11
Workers' Compensation Leave	0	0	0	0
TOTAL	0	2	35	27

SEPARATION:
None

RETIREMENT:
None

APPOINTMENTS:
None

OPEN POSITIONS:
None

WORKERS COMPENSATION LEAVE:
None



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees
FROM: Carlo Maskarino, Business Manager
SUBJECT: City of Placentia - Shared Maintenance Costs through April 2024
DATE: May 29, 2024

CITY OF PLACENTIA INVOICES

PERIOD COVERED FY 2023-2024	INVOICE DATE	TURF (Merchants)	GROUNDS (SA Aquatics)	AT&T	FACILITY MAINT	TOTAL
Jul-23	7/25/2023	3,310.12	287.04	20.20	0.00	3,617.36
Aug-23	8/31/2023	0.00	291.20	0.00	0.00	291.20
Sep-23	9/26/2023	0.00	291.20	21.06	274.17	586.43
Oct-23	*	*	*	*	*	*
Nov-23	11/6/2023	0.00	900.00	10.26	0.00	910.26
Dec-23	12/15/2023	0.00	582.40	11.95	760.03	1,354.38
Jan-24	1/31/2024	321.16	540.80	24.95	0.00	886.91
Feb-24	*	*	*	*	*	*
Mar-24	3/5/2024	11,837.34	0.00	24.43	37.18	11,898.95
Apr-24	*	*	*	*	*	*
May-24						
Jun-24						
TOTAL		\$15,468.62	\$2,892.64	\$112.85	\$1,071.38	\$19,545.49

* City Billing Not Received

PERIOD COVERED FY 2022-2023	INVOICE DATE	TURF (Merchants)	GROUNDS (SA Aquatics)	AT&T	FACILITY MAINT	TOTAL
Jul-22	7/25/2022	1,655.06	249.60	9.33	0.00	1,913.99
Aug-22	8/31/2022	1,655.06	0.00	10.20	0.00	1,665.26
Sep-22	*	*	*	*	*	0.00
Oct-22	10/4/2022	1,655.06	574.08	11.00	0.00	2,240.14
Nov-22	11/21/2022	3,310.12	574.08	10.35	0.00	3,894.55
Dec-22	*	*	*	*	*	0.00
Jan-23	1/17/2023	3,310.12	0.00	20.50	0.00	3,330.62
Feb-23	*	*	*	*	*	0.00
Mar-23	3/13/2023	3,310.12	861.12	10.28	793.75	4,975.27
Apr-23	4/20/2023	1,655.06	753.93	20.21	0.00	2,429.20
May-23	5/23/2023	1,655.06	287.04	9.56	0.00	1,951.66
Jun-23	*	*	*	*	*	0.00
TOTAL		\$18,205.66	\$3,299.85	\$101.43	\$793.75	\$22,400.69



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Administration Report for April 2024

DATE: May 29, 2024

Meetings:

- April 2, Business Manager met with IDS' Shelley Sivak and her team to discuss updates and answer questions about the Outdoor Library and Loading Dock projects.
- April 8, Library Director attended the Placentia Library Friends Foundation board meeting. Assistant Library Director attended a PRTWC Committee meeting to review scholarship applications. The total awarded to students this year is as follows: 55 students \$1,000 university-level scholarships each and 4 students \$750 community college-level scholarships each.
- April 15, Library Director attended the quarterly lunch meeting with library directors from other special district libraries.
- April 16, Library Director met with a prospective teen intern from the Valencia High School ValTech program. Business Manager met with IDS' Shelley Sivak and her team to discuss updates and answer questions about the Outdoor Library and Loading Dock projects.
- April 22, Library Board of Trustees meeting.
- April 23, All Staff meeting.
- April 24, Business Manager attended Library Impact Fee Meeting with City of Placentia's Director of Development Services Joe Lambert to discuss Library Impact Fees for April 2024. Celebrated Administrative Assistant day for District's Executive Assistant.
- April 25, Library Director presented at the Independent Special Districts of Orange County (ISDOC) quarterly meeting.
- April 29, Assistant Library Director met with Bookmobile Project Manager, Linda Stewart, to discuss the updates of the bookmobile.

- April 30, Library Director met with PLFF Board member. Assistant Library Director met with e-Rate Consultant, Ingrid Goodman, to discuss projects for this fiscal year and to discuss dates for fiscal year 2024-2025.

Functions/Events/Training:

- April 2-5, Library Director and Assistant Library Director attended PLA Conference.
- April 9, Trustee Beverage, Library Director, Assistant Library Director, and staff visited Assemblyman Phillip Chen in Sacramento for National Library Worker's Day Recognition.
- April 10, Library Director attended the Taylor Swift Artistry and Entrepreneurship seminar.
- April 11, Library Director, Assistant Library Director, and Administrative staff attended the Taylor Swift Dance Party with staff.
- April 17-18, Library Director and Business Manager attended the Southern California Facilities Expo 2024.
- April 27, Library Director, Assistant Library Director and Business assisted with the PLFF Yard Sale.

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Yesenia Baltierra, Assistant Library Director

SUBJECT: Circulation Activity Report for April 2024

DATE: **May 29, 2024**

Children's Circulation	April	April	FY-T-D	FY-T-D	FY-T-D
	2024	2023	2023-24	2022-23	% change
Children's Fiction Physical	9,600	8,743	92,416	96,453	-4%
Children's Fiction Digital	1,168	651	10,166	8,411	21%
Children's Fiction TOTAL	10,768	9,394	102,582	104,864	-2%
Children's Nonfiction Physical	3,079	2,608	24,895	21,904	14%
Children's Nonfiction Digital	144	110	1,311	1,114	18%
Children's Non-Fiction TOTAL	3,223	2,718	26,206	23,018	14%
Children's Magazine Physical	0	1	34	158	-78%
Children's Magazine Digital	604	213	6,745	2,260	198%
Children's Magazine TOTAL	604	214	6,779	2,418	180%
Children's Audiobook Physical	836	387	8,845	3,795	133%
Children's Audiobook Digital	773	547	6,845	4,714	45%
Children's Audiobook TOTAL	1,609	934	15,690	8,509	84%
Children's DVD/Video Physical	289	304	3,520	3,054	15%
Children's DVD/Video Digital	74	76	740	623	19%
Children's DVD/Video TOTAL	363	380	4,260	3,677	16%
Children's LOTS	38	33	363	310	17%
Music Digital	0	20	190	140	36%
TOTAL All Children's Physical Content	13,842	12,076	130,073	125,674	4%
TOTAL All Children's Digital Content	2,763	1,617	25,997	17,262	51%
TOTAL All Children's Content	16,605	13,693	156,070	142,936	9%

Adult/Teen Circulation	April	April	FY-T-D	FY-T-D	FY-T-D
	2024	2023	2023-24	2022-23	% change
Adult Fiction Physical	2,301	1,929	22,464	21,395	5%
Adult Fiction Digital	3,083	1,980	28,262	17,833	58%
Adult Fiction TOTAL	5,384	3,909	50,726	39,228	29%
Adult Nonfiction Physical	1,464	1,350	15,499	15,268	2%
Adult Nonfiction Digital	1,044	691	8,907	7,118	25%
Adult Non-Fiction TOTAL	2,508	2,041	24,406	22,386	9%
Adult Magazine Physical	0	18	132	236	-44%
Adult Magazine Digital	598	17	6,761	2,360	186%
Adult Magazine TOTAL	598	35	6,893	2,596	166%
Adult Audiobook Physical	113	129	1,160	1,916	-39%
Adult Audiobook Digital	6,898	4,573	53,777	31,395	71%
Adult Audiobook TOTAL	7,011	4,702	54,937	33,311	65%
Adult DVD/Video Physical	674	575	5,544	6,666	-17%
Adult DVD/Video Digital	516	459	6,329	3,442	84%
Adult DVD/Video TOTAL	1,190	1,034	11,873	10,108	17%
Adult LOTs	73	98	960	854	12%
State Parks Pass*	69		497		
Vinyl Records*	147		1,104		
Video Games	337	241	3,418	2,016	70%
Music Digital	76	81	1,269	774	64%
Teen Fiction Physical	302	250	3,258	2,891	13%
Teen Fiction Digital	293	191	2,987	2,228	34%
Teen Fiction Total	595	441	6,245	5,119	22%
TOTAL All Adult/Teen Physical Content	5,480	4,590	52,435	51,242	2%
TOTAL All Adult/Teen Digital Content	12,508	7,992	108,292	65,150	66%
TOTAL All Adult/Teen Content	17,988	12,582	160,727	116,392	38%

All Circulation	April	April	FY-T-D	FY-T-D	FY-T-D
	2024	2023	2023-24	2022-23	% change
Total Circulation Physical	19,322	16,666	184,109	176,916	4%
Total Circulation Digital	15,271	9,609	134,289	82,412	63%
Total All Circulation	34,593	26,275	318,398	259,328	23%
Non-English Language Circulation	955	538	8,777	6,234	41%

Online Database Usage	April	April	FY-T-D	FY-T-D	FY-T-D
<i>Funded by Placentia Library District</i>	2024	2023	2023-24	2022-23	% change
ABC Mouse	295	2,259	14,555	28,387	-49%
Creative Bug	58	6	329	255	29%
Data Axle	22	8	222	530	-58%
Freegal	1,050	1,072	10,372	10,609	-2%
Novelist	70	6	400	935	-57%
BookFlix	147	18	658	81	712%
TrueFlix	0	20	45	59	-24%
Scholastic Teachables	217	65	1,119		
Mango Languages	0	101	613	131	368%
ChiltonLibrary	0	3	50	5	900%
TOTAL PLD DATABASE USAGE	1,859	3,558	28,363	40,992	-31%

Online Database Usage	April	April	FY-T-D	FY-T-D	FY-T-D
<i>Funded by California State Library</i>	2024	2023	2023-24	2022-23	% change
Brainfuse VetNow	1	7	115	141	-18%
Brainfuse HelpNow	7	22	144	384	-63%
Britannica	53	70	473	596	-21%
LinkedIn Learning	221	44	1,361	2,068	-34%
ProQuest	0	0	118	62	90%
ProQuest Culture Grams	0	4	61	30	103%
Skillshare	1	3	7	18	-61%
Teaching Books and BookConnections	436	106	2,809	980	187%
National Geographic Kids (Gale)	4	2	66	73	-10%
Gale in Context: Environmental Studies	0	0	3	7	-57%
Gale Interactive: Science	0	6	23	67	-66%
Coursera	10	13	108	129	-16%
EBSCO LearningExpress Library	1	0	49	27	81%
GetSetUp	0	20	31	169	-82%
Northstar	0	0	40	0	
Alexander Street	0		37		
TOTAL CSL DATABASE USAGE	734	297	5,445	4,751	15%
TOTAL ALL DATABASE USAGE	2,593	3,855	33,808	45,743	-26%

*New collection for FY 23-24

~Mathematically unable to divide by zero



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Yesenia Baltierra, Assistant Library Director

SUBJECT: Children’s Services Report for April 2024

DATE: May 29, 2024

Number of Programs by Type	April	April	FY-T-D	FY-T-D	FY-T-D
	2024	2023	2023-24	2022-23	% change
Storytime	4	12	82	99	-17%
Children's Programs	9	7	78	62	26%
Teen Programs	2	2	23	23	0%
Outreach	5	5	20	17	18%
TOTAL Children/Teen	20	26	203	201	1%

Program Attendance by Type	April	April	FY-T-D	FY-T-D	FY-T-D
	2024	2023	2023-24	2022-23	% change
Storytime	259	563	3,929	4,485	-12%
Children's Programs	220	329	4,717	4,518	4%
Teen Programs	14	26	278	356	-22%
Outreach	381	613	1,360	1,431	-5%
TOTAL Children/Teen	874	1,531	10,284	10,790	-5%

The Hangar Makerspace	April	April	FY-T-D	FY-T-D	FY-T-D
	2024	2023	2023-24	2022-23	% change
Hangar Activity Hour Visits	85	98	1,229	818	50%
Hangar Equipment In-House Use	4		98		

ACHIEVEMENTS

- Daisy Badge planned and conducted Baby Giggles and Wiggles Storytime on April 5 and 19.
- Daisy Badge planned and conducted Family Storytime on April 13 with Alex Aguirre.

- Daisy Badge assisted during Third Grade Visits on April 16.
- Alex Aguirre, Caitlyn Sandfer, Daisy Badge, Damean Sanz, Joy Ellis, Margaret Hatanaka, and Mayli Apontti planned, prepped items, and decorated for the Taylor Swift Dance Party and assisted during the event on April 11.
- Alex Aguirre served as a tour guide for Morse Elementary's Third Grade Visit on April 16 and assisted with distributing lunch and overseeing craft activities. Alex Aguirre led Morning Meet Ups on April 5, April 12, and April 19.
- Alex Aguirre assisted the PLFF Yard Sale with set up and cleanup on April 27.
- Alex Aguirre assisted with Family Storytime on April 20.
- Mayli Apontti facilitated Read to the Dogs on April 1.
- Mayli Apontti and Damean Sanz planned, prepared, and conducted the Taylor Trivia Time program on April 6.
- Mayli Apontti and Tim Balen planned, prepared, and coordinated the Solar Eclipse Viewing Party on April 8.
- Mayli Apontti and Margaret Hatanaka facilitated the Taylor Swift Seminar program on April 10.
- Mayli Apontti planned and conducted Family Storytime and craft on April 20. Alex Aguirre assisted with reading aloud a story and overseeing the craft.
- Mayli Apontti served as library presenter for Golden Elementary's Third Grade Visit on April 25, assisted with distributing lunch and overseeing craft activities and assisted with setup and cleanup.
- Caitlyn Sandfer planned and coordinated PTAC meetings on April 4 and 18.
- Caitlyn Sandfer and Elizabeth Tapia assisted with activities for the Solar Eclipse program on April 8.
- Damean Sanz and Joy Ellis conducted their first pre-school outreach storytime at Rio Vista on April 10.
- Damean Sanz assisted with distributing lunch and overseeing craft activities and assisted with cleanup for Third Grade Visits on April 16 and 25.
- Damean Sanz and Joy Ellis attended the open house for Valadez Middle School on April 16.
- Damean Sanz and Joy Ellis conducted their second pre-school outreach storytime at Ruby Drive Elementary on April 17.
- Damean Sanz and Joy Ellis conducted their third pre-school outreach storytime at Topaz Elementary on April 24.
- Damean Sanz and Joy Ellis attended Wagner Elementary school's open house on April 24.
- Joy Ellis served as a tour guide for Golden Elementary's Third Grade Visit on April 25.

MEETINGS

- April 4, Margaret Hatanaka and Michelle Meades attended the City/Library meeting.
- April 4, Daisy Badge attended the virtual Lunch at the Library Community of Practice session where getting organized, surveys, and raising awareness was discussed.

- April 9, Margaret Hatanaka along other staff attended the trip to Sacramento for National Library Workers Day.
- April 17, Margaret Hatanaka attended the Kiwanis meeting at the library. Sally Federman and Ruchika Sharda made a special presentation about the library's literacy services.

PROFESSIONAL DEVELOPMENT

- On April 18, Damean Sanz, Caitlyn Sandfer and Timothy Balen met in order to transition Damean into managing the library's social media accounts.
- On April 26 and 27, Caitlyn Sandfer attended the CLA Youth Services Interest Group's first Youth Services Summit at the Huntington Beach Public Library. The summit was focused on teen and children's services and programming, as well as keynote speakers from PEN America regarding Intellectual Freedom and Book Challenges. The teen panels included presentations on a Graphic Novel Contest, DIY Teen Lounge, Zine Collections, and Equitable Teen Services. These panels all included different ways to center teens at the library and how to give teens a sense of ownership over their space in the library and the programs offered for them.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Yesenia Baltierra, Assistant Library Director

SUBJECT: Adult Services Report for April 2024

DATE: May 29, 2024

MONTHLY STATISTICS

Number of Programs by Type	April	April	FY-T-D	FY-T-D	FY-T-D
	2024	2023	2023-24	2022-23	% change
Adult Programs	6	7	17	48	-65%
History Room	1	4	4	8	-50%
Literacy	43	27	355	171	108%
General Interest	4	0	19	8	138%
Self-Directed	1	0	9	10	-10%
TOTAL Adult	55	39	406	258	57%

Program Attendance by Type	April	April	FY-T-D	FY-T-D	FY-T-D
	2024	2023	2023-24	2022-23	% change
Adult Programs	143	74	315	288	9%
History Room	63	241	233	248	-6%
Literacy	273	184	2,273	1,368	66%
General Interest	2,249	0	5,752	736	682%
Self-Directed	10	22	1,095	1,304	-16%
TOTAL Adult	2,738	1,459	10,216	7,964	28%

History Room Activity	April	April	FY-T-D	FY-T-D	FY-T-D
	2024	2023	2023-24	2022-23	% change
History Room Visitors	6	10	74	81	-9%
Memory Lab Appointments	7	N/A			

Volunteer Hours	April	April	FY-T-D	FY-T-D	FY-T-D
	2024	2023	2023-24	2022-23	% change
History Room	0	0	0	91	-100%
PLFF	311.78	337.17	2,616	2,545	3%
General Library	124.25	284.75	2,097	2,354	-11%
Adult Literacy	286.5	252	2,263	2,021	12%
PTAC	42.5	32.5	419	575	-27%
Total Volunteer Hours	765.03	906.42	7395.21	7586	-3%
FTE Equivalent	4.41	5.23	42.67	43.77	-3%

Literacy	FY-T-D	FY-T-D	FY-T-D
	2023-24	2022-23	% change
Adult Literacy Students	34	44	-23%
Adult ESL Students	43	9	378%
Adult Literacy Tutors	39	45	-13%
Adult ESL Tutors	37	6	517%

ACHIEVEMENTS

- Sally Federman coordinated Literacy Reads – Beginner Book Club on April 3, 10, 17, 24.
- Sally Federman facilitated Literacy Reads – Int. Book Club on April 2, 9, 16, 23, 30.
- Esther Canedo coordinated Read, Write, Speak Club on April 5, 12, 19.
- Sally Federman coordinated the Citizenship Class on April 4, 18, 25.
- Esther Canedo facilitated ESL Conversation class at the Whitten Center on April 2, 9, 16, 23, 30.
- Laurel Dennis facilitated ESL Conversation class at the Library on April 2, 9, 16, 23, 30.
- Esther Canedo coordinated ESL Conversation Thursday afternoon class at the Whitten Center on April 4, 11, 18, 25.
- Esther Canedo coordinated ESL Conversation Thursday morning class at the Whitten Center on April 4, 11, 18, 25.

- Laurel Dennis coordinated ESL Conversation Thursday morning class at the Library on April 4, 11, 18, 25.
- Sally Federman facilitated the Casual Conversation group on April 4, 18.
- Ruchika Sharda facilitated a Financial Literacy Class on April 24.
- Sally Federman and Esther Canedo facilitated a Tutor In-Service on April 23.
- Esther Canedo facilitated the Clever Conversation Workshop on April 1, 8.
- Michelle Meades facilitated and oversaw 2 Third Grade Civic Center Tours on April 16 and April 25.
- Elizabeth Tapia coordinated 7 Memory Lab appointments.
- Elizabeth Tapia coordinated 6 History Room appointments.
- Elizabeth Tapia, Michelle Meades, and Yesenia Baltierra completed and submitted the LTSA Inspiration Grant Mid-Project Narrative report for the Third Grade Civic Center Tours.
- Elizabeth Tapia and Caitlyn Sandfer assisted with an activity table for Solar Eclipse on April 8.
- Elizabeth Tapia coordinated and led 2 Third Grade Civic Center Tours on April 16 and April 25.
- Michelle Meades, Megan Tolman, Tim Balen and Elizabeth Tapia planned, prepped items, and decorated for the Taylor Swift Dance Party and assisted during the event on April 11.
- Tim Balen photographed and took videos for the Taylor Swift Dance Party on April 11.
- Tim Balen and Mayli Apontti coordinated the Solar Eclipse Glasses Kit Pickup, including PLFF early pre-pickups, in April.
- Tim Balen and Mayli Apontti coordinated the Solar Eclipse Viewing Party on April 8.
- Tim Balen coordinated Taylor Swift (Library Version) and Library Card promotions, technology and media updates, and publicity in April.
- Tim Balen coordinated Yoga at the Library on April 6, 20 and 27.
- Elizabeth Tapia coordinated Yoga at the Library on April 13.
- Tim Balen coordinated the quarterly California State Library Parks Pass stats and report in April.

MEETINGS

- On April 23, Elizabeth Tapia attended the Placentia Historical Committee Meeting. In this meeting the historical committee member Kathee Frazee notified me that she was in the process of submitting some oral histories to the Streamline link. The committee also spoke about how they will continue checking in with each other to how to progress with the new Arcadia Publishing title.
- On April 10, Sally Federman and Michelle Meades attended the Placentia Rotary Club meeting to share information about the Literacy Program.
- On April 16, Sally Federman attended a SCLLN Networking meeting. Information was shared about how the Conference in March went and the plans going forward for the next conference (planned for March 2026). Board members terms will be ending and new board members needed.

- On April 17, Sally Federman attended a CLLS Networking meeting. Upcoming meetings and updates were shared. This month they announced a new grant for Learner-led events.
- On April 17, Sally Federman attended the Placentia Kawanis Club meeting to share information about the Literacy Program.
- On April 23, Esther Canedo attended an ESL Working Group Meeting. Allyson Jeffredo facilitated the meeting and shared resources. Participants shared updates on their programs and discussion focused on best practices for Conversation Groups (multi-level classes), individual tutoring, and topical classes (e.g., citizenship).
- On April 26, Esther Canedo attended the first Leamos Discussion group. The discussion was facilitated by Ana Maria Ruiz (Azusa Library) and the session focused on implementation strategies, resources available, and a toolkit. A variety of models were shared (i.e., onsite, remote, classroom, self-study) for consideration at implementation.
- On April 23, Tim Balen attended the SLS Technical Services and Technology Committee Meeting at Buena Park Library District. Discussions of library technology, website, marketing, ILS and technical services projects were discussed.
- On April 4, Michelle Meades attended the Library/City meeting where we discussed programs that would impact parking in the Civic Center.
- On April 4, Tim Balen, Michelle Meades and Caitlyn Sandfer participated in an interview panel for a San Jose State University prospective summer intern candidate for Young Adult Services/Teen Services. The interview panel included discussions of teen summer intern tasks such as teen, children's and all-ages programs, as well as ideas to promote the library collection with book lists and featured book social media posts.

PROFESSIONAL DEVELOPMENT

- On April 25 Sally Federman attended a webinar called, "How to Give a Presentation with Confidence" presented by Kathy Dempsey This webinar presented tips on what to do leading up to the day of your presentation, the day of, during and after your presentation. Besides practicing your presentation, other tips included checking and double checking your microphone and all tech equipment.

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Yesenia Baltierra, Assistant Library Director

SUBJECT: Technology and Website Report for April 2024

DATE: May 29, 2024

MONTHLY STATISTICS

Computer and Wi-Fi Usage	April	April	FY-T-D	FY-T-D	FY-T-D
	2024	2023	2023-24	2022-23	% change
Children Computer Usage	306	249	2,941	2,646	11%
Children AWE Learning Usage	387		3,406		
Teen Computer Usage	140	133	1,249	1,197	4%
Adult Computer Usage	1,009	1,078	10,659	10,561	1%
Total Computer Usage	1,842	1,460	18,255	14,404	27%
Wi-Fi Usage	1,371	1,616	14,177	15,438	-8%
Guest Passes	111	58	983	647	52%
Total Print Jobs	397	753	7,584	7,857	-3%
Total Pages Printed	1,516	2,693	26,103	24,186	8%

^Data Not Available: Will be available at the end of the month, due to reporting availability.

Website Traffic	April	April	FY-T-D	FY-T-D	FY-T-D
	2024	2023	2023-24	2022-23	% change
Website visits	14,359	15,611	142,419	142,669	0%
Page Hits	23,448	25,758	230,467	242,393	-5%
Users	9,308	9,814	92,480	89,890	3%
Pages/Session	1.63	1.59			
Avg. Session Duration	00:02:43	00:02:03			
% New Sessions	70	79			
Placentia Library Online Catalog Usage	3,492	3,984	40,057	45,403	-12%

App Usage	April	April	FY-T-D	FY-T-D	FY-T-D
	2024	2023	2023-24	2022-23	% change
App Downloads	63		296		
App Launches	887		2,611		
Searches	9,338		33,625		
Requests Placed	180		415		
Renewals Done	255		614		
Patron Updates	9		28		
App Catalog Usage	9,527		28,508		

Technology Updates

Completed Projects:

- New Website transition
- PCI Compliance report/ security scans
- Special Staff report stats
- Online staff incident report form.

Ongoing Projects:

- Self-Check Machine replacements/ refresh
- Information Desk PC upgrades
- SirsiDynix contract extension/renewal
- Bookmobile Technology Equipment
- Old servers decommission/ repurpose
- Old-Website decommission

Upcoming Projects:

- ILS RFP research
- Payment Terminal/ Cash register upgrades
- Workstation Windows 11 upgrades
- Office 2019/2016 End of life
- Online payments web page
- Online library auto-processing
- Meeting documents automation
- New inhouse and childrens catalog pages
- Social media request form

System Updates:

Attended PLFF meeting to review technology needs. Assisting PLFF board with email address cleanup, website updates, cyber security measures, and future CRM, mass marketing, and donor management software. Researching options and will present to next PLFF board meeting.

Maintenance updates for website, new website, mobile app, staff ipads, servers, user endpoints, and payment processing systems.

End of life memo presented to District Administration expressed concern over the timeline for transitioning off of outdated systems including Windows 10, Office 2016 and Office 2019. These systems will stop receiving updates soon and will cause a breakdown in staff efficiency if a work plan is not developed and implemented soon. Options were presented to admin to review and give direction.

The IT consultant met with numerous third-party vendors to conduct research and provide input and consultation for special projects. These projects included ILS RFP, self-checkout machine upgrades, facility maintenance, telephonic communications technology, Cyber Security vendors, and others.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Yesenia Baltierra, Assistant Library Director

SUBJECT: Customer Service Report for April 2024

DATE: May 29, 2024

Attendance	April	April	FY-T-D	FY-T-D	FY-T-D
	2024	2023	2023-24	2022-23	% change
Number of Days Open	30	29	292	291	0%
Number of Hours Open	270	268	2,662	2,637	1%
Attendance	17,820	20,114	169,028	170,219	-1%

Card Holders	April	April	FY-T-D	FY-T-D	FY-T-D
	2024	2023	2023-24	2022-23	% change
Active Borrowers	4,646	4,964	50,886	50,685	-6%
Child Card Holders	15,449	14,413	150,480	126,957	7%
Teen Card Holders	4,659	4,528	46,152	40,315	3%
Adult Card Holders	47,969	44,683	419,743	391,319	7%
Total Card Holders	68,077	63,624	616,375	558,591	7%
New Patron Registration	521	367	3,583	3,503	2%
New Virtual Library Cards	113	73	927	800	16%

Information Desk Activity	April	April	FY-T-D	FY-T-D	FY-T-D
	2024	2023	2023-24	2022-23	% change
Reference Questions -- in person	2,527	1,948	19,463	16,848	16%
Reference Questions -- telephone	712	581	4,841	5,575	-13%
Reference Questions -- email/chat	11	7	94	116	-19%
Total Reference Questions	3,250	2,536	24,398	22,539	8%
Assistance in Spanish	121	88	683	607	13%
Assistance with Passports	707	497	4,048	3,075	32%
Curbside Usage	5	12	103	135	-24%
Study Room Usage	223	163	1,947	1,579	23%

Passport Activity	April	April	FY-T-D	FY-T-D	FY-T-D
	2024	2023	2023-24	2022-23	% change
Passports Processed	663	511	3,729	4,578	-19%
Consultations Only	55	30	282	346	-18%
Unfilled Appointments Sat-Sun*	25	43	108	159	-32%
No Show Appointments Sat-Sun*	38	82	177	276	-36%
Total Photos	482	33	619	158	292%

*** New Statistic for FY 2023-24*

ACTIVITIES

- Angie processed 357 new books.
- Yomara mailed 73 billing notices.
- Meeting Room was used by 3 library partners: Kiwanis, PLFF and Boys and Girls Club.
- Meeting Room was used 20 times for library related activities/programs.
- Meeting Room was used by 2 outside renters: Corte Vista HOA and Broadmoor HOA.
- Staff filled 431 requests from the pull list.
- Staff pulled 107 expired holds from the request shelf.

MEETINGS

- None

PROFESSIONAL DEVELOPMENT

- None

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: **Public Library Conference Reports From Attendees**

DATE: May 29, 2024

BACKGROUND

Trustees and staff had the opportunity to attend the Public Library Association Conference in Columbus Ohio in April. The opening speaker was Shola Richards, who spoke at a past CSDA conference, and closing speaker, Dulce Sloan.

The 2024 Conference included the following sessions:

- Data Literacy for Public Library Staff
- Proactively Protecting Your Library and Staff in Challenging Times
- How to Say the Hard Things: Lessons Learned in Years of Crisis
- Pay the Teens: Develop and Sustain Paid Teen Library Internships
- Too Big to Flail: Community Engagement across 41 Libraries
- Fostering Inclusive Organizational Culture: Effectively Design Your Staff Training Day
- Programming Holistically: Building Social-Emotional Learning into Library Programs
- The Promise of Public Spaces: Building Community with Our Neighbors
- Don't Sweat the Difficult Conversations
- Working Together: Developing Neurodivergent and IDD Inclusive Volunteer Opportunities
- Choose Your Own Adventure: Intellectual Freedom Edition

Additionally, trustees and staff had the opportunity to tour the Columbus Metropolitan Library, despite the welcome reception being cancelled due to the weather.

Attachment A are reports from Attendees.

NOTES FROM PLA ANNUAL CONFERENCE 2024**April 3-6, Columbus, OH****Gayle Carline**

My general philosophy for conferences: Unless I am specifically asked to attend a particular session, I like to find out what others in our group are attending and go to something else that sounds interesting, just to increase our general breadth of knowledge. We never know where the next idea might come from!

Most of the sessions I attended were for larger libraries, however it seemed like almost all of them could be tailored to fit our size. I also attended the opening and closing sessions. I've heard Shola Richards speak before and he is always uplifting and amazing, admonishing us to be kind (as opposed to "nice"). And the closing session with Dulcé Sloan was much more than just a comedian being funny. Yes, there were laughs, but there was also straight talk, too, about what her responsibility does and does not entail with regards to being a black woman with a career in stand-up comedy.

Creating a Teen Artist-in-Residence Program at Your Library

Charts: Sample Artist Statement, Teen Artist in Residence Resources (both .pdf)

(Michael Cherry – Carmel Clay Public Library, Indiana)

1. Reason for program
 - A teen space that would inspire imaginations
 - Build an arts community
 - Connected learning
2. Program Specifics
 - Teens submit resumes/statements
 - Can have more than one teen a-in-r
 - Stagger work times, installations
 - Residency is four months
 - Residency includes mentorship
 - Teen must teach a class
 - Library funds materials
 - Teen responsible for the exhibit, the class, and meeting the goals
 - Program Specifics
 - Budget \$3830
 - At end of residency, the library hosts the reception for the installation
 - Can go beyond the physical
 - Can be interactive
 - Guest book logs comments
 - Students can invite friends/family, plus art teacher
 - Goals (Qualitative not quantitative)
 - Improved opportunities
 - Support from family, friends
 - Community immersion and inclusion
 - Portfolio/ skill development
 - Exit interview is part of the program
 - Program Results
 - College scholarships (\$90k, \$20k)
 - Contest submissions (awards, \$\$)
 - Student Results
 - Connections to mentors, community, colleges
 - Grow ideas through experimentation
 - Access to materials and processes not ordinarily available

TAKEAWAYS:

This library has studio space, which we do not have. However, it could be a (modified) program to partner with the school district, share costs, and increase the awareness of the arts in our high schools, help get students scholarships, etc.

Placentia does not have a specific arts organization (I do not know if the Placentia Community Foundation has this role) like the Yorba Linda Arts Alliance Foundation, but if we are working with the school district, perhaps we could team up with YLAAF (they raise \$\$ for scholarships).

RA Meets AI: Building and Launching a Reader's Advisory Kiosk

Charts: PLA-RA-AI (.pdf)

(Dr. Kara Reuter, Worthington Libraries, Columbus)

- AI, “Artificial Intelligence” here means “Recommendation System”
- Motivation for creating this system
 - Research study of library patrons
 - Top activities at the library: searching, borrowing
 - Top activities elsewhere: looking for recommendations
 - Patrons were personally interviewed
 - Patron wish list
 - Printable recommendations
 - Book availability at this library plus location
 - Book availability at other (consortium/partner/branch) libraries
 - Staff wish list
 - Several kiosks
 - If paper is out of printer, kiosk shuts down
- Inner details—the technical stuff
 - Polaris is their ILS
 - Talks to Novelist using Drupal
- Additional features
 - Patron can email recommendation list to themselves
 - If Novelist cannot find recommendations, librarians can add their own titles
 - Printed/emailed list can include promotional titles, latest staff picks, library programs, clever quotes, etc.
- Not intended to replace staff!
 - Intention is to free staff for more specific help
 - Make recommendations for anyone who comes in.

TAKEAWAYS:

We do not have this, but it would be totally cool.

How to Host a True Crime Podcast Discussion Group

Charts: None

(Amy Carmichael, Lane Public Library, Ohio)

- Podcasts are popular and their interest is not waning
- Many people are too busy to read but can listen to podcasts as they commute, work, etc
- Instead of a book club, why not a podcast club?

TAKEAWAYS:

This session was specific about true crime podcasts, how to choose one to discuss, minimum age of participants, etc. but there are many podcasts that would lend themselves to discussion. As far as that goes, we could even have groups that discuss TV series/franchises or movies. I'd love to know if there is any interest by the community.

The Library as Studio: Why Original Content is Important for Libraries Today and Tomorrow

Charts: LibraryasStudio_Presentation,

Create Better Content Today 2024

Project Brief 2024

AV Script 2024

Call Sheet 2024

Scalable Production Equipment List 2024

How to Look and Sound Better on Camera 2024

(Mary Kapusta, Calgary Public Library)

TAKEAWAY:

True confession, I did not get to attend this session (couldn't get there in time), but the charts intrigued me. A few neighboring libraries (Anaheim, notably) are making promotional videos, and I think we should, too. This might also be a great project for a teen artist-in-residence, just saying.

Public Library Association 2024

Report by Stephanie Beverage, Library Trustee

Wednesday, 4/3/24

Opening Session- Shola Richards, Opening Session Speaker: I had heard Mr. Richards speak before, at the CSDA Conference in August, 2022. He is an inspiring speaker, and he talked about Ubuntu, and the principles around that philosophy. He recommended being curious, not judgemental. He told everyone to ask 3 questions – 1) Is it Kind? 2) Is it True? And 3) Is it Necessary? Great start to kickoff the conference.

Attended the Next Big Thing: Emerging Crises and How to Prepare. The session focused on many of the legal issues confronting libraries with new technology, AI and the ongoing challenges of social media.

Attended the Opening reception for the Exhibits and visited a wide range of companies providing services to public libraries. Highlights included new technology from various automation vendors, new data analytics, new ideas and resources for programming and many new authors.

Thursday, 4/4/24

I spent a good part of Thursday visiting the exhibits and the various stages in the exhibit halls to hear about new books and new ideas.

Attended How to Say the Hard Things: Lessons learned in years of crisis. Good program given by the Brandi Cummings, now Assistant Library Director of Kenosha Public Library in Wisconsin, that dealt with a wide range of crises. Focus was on getting the library message out consistently and effectively, and how to respond most effectively to crises.

Friday, 4/5/24

Attended the Big Ideas session with Mary Annise Heglar, a Climate activist and author. She gave an excellent overview of the crisis, and what we can do as non experts to help address the issues around climate change.

Attended Pivoting to Meet New Censorship Tactics with presenters from the Office of Intellectual Freedom and from ALA Policy Corps. They gave a thorough overview of the current situation and challenges facing libraries around book banning and censorship. Deborah Caldwell Stone gave a very reassuring talk about what legally constitutes obscenity, and then cited the example of a successful challenge to a law in Virginia. It was good to be reminded that the Supreme Court has ruled that we all have a First Amendment Right to seek and receive information. When someone walks into a library, they are actively exercising that right. She discussed the 3 part test on obscenity, and also the context for Harmful to Minors. Another good point – Publishers are large corporations, with lots of lawyers. They are not going to publish obscene materials. So be reassured, any threat to prosecute is baseless, and cases are being thrown out on the question of obscenity. There was a good discussion about tactics and new resources, like the Toolkit from United Against Book Bans.

Attended Intellectual Freedom: Choose your own adventure. The presenter was ALA presidential candidate, Sam Helmick, from Iowa. Overall, a great presentation that addressed many of the issues

around the culture wars, book bans and the dismantling of our public institutions. Privacy, access and digital costs are all factors. Sam talked about collection development, Financial capital and human capital investments in libraries. She places all of us on the frontline of these cultural conflicts and set up a series of juxtapositions that we need to be thinking about – Neutrality vs. Social Justice; Facilitation vs. Endorsement; Surveillance vs. Digital tracking, and erosion of public trust. She also talked about first amendment audits and the question of limited public forums. After this thorough discussion about the current environment, Sam led the group through a series of scenarios with resources, suggestions and processes for handling challenges calmly and effectively.

Attended Patron Privacy and Data: Practices and Challenges. This was a panel discussion with 4 presenters – Bill Marden, NYPL; Marshall Breeding, Library Tech Consultant; Masooda Bashir, University of Illinois ISchool; and Celeste Moretos, Urbana Free Library. The panel discussed issues around patron digital data, its vulnerability and our commitment as professionals to protecting this data as much as possible. There are numerous challenges with protecting data, including lack of expertise and support for needed security measures. Our dependence on vendors, many who have vested interest in using the data we collect, is a key challenge. Recognizing that privacy is a core value, we need to educate staff, the public and all our stakeholders about the importance of privacy and protection of patron data. Encryption and keeping up with the ever changing technology are essential.

Attended Communicating in Controversy, a panel discussion about Values based communication, and how to best confront things that are difficult and hard. The panelist spoke about specific incidents in the context of values. Know your values by heart. Values are the framework for every response, and can explain what libraries do and why. People need to hear your message 7 times before it sticks, so we need to remind people who we are, what do and what we stand for. Values are our Why. Consistency, repetition, allies are all crucial to effectively handling a challenging or controversial event.

Attended the closing session with guest Dulce Sloan, who spoke about her new book and her life. It was wonderful closing session, with laughter and insights.

Overall the programs and exhibits were very informative and gave very practical and specific suggestions for how to handle a wide range of issues for public libraries.

PUBLIC LIBRARY ASSOCIATION CONFERENCE REPORT

Submitted by Jeanette Contreras, Library Director

Opening Session – Shola Richards

Shola Richards is the CEO and Founder of Go Together, the best-selling author of Making Work Work, and Go Together. A motivational speaker, Mr. Richards has shared his transformative message with universities, leading healthcare organizations, the motion picture industry, on the TEDx stage, at the CSDA annual conference, and in April, at the Public Library Association conference in Ohio. His message of “kindness” was both inspirational and energizing to kickoff the annual conference.

Telling Meaningful Stories: Sharing the Impact of Library Business Services

In order for libraries to grow their programs and visibility, strategies for engaging with audiences is needed. These strategies include local entrepreneurs, partner organizations, elected officials, and library staff. Libraries as Business Services include providing internet space, meeting room space, and small business direct services. Thriving businesses create a thriving economy which in turns result in a thriving and sustainable community. Speakers provided a Communications Tool Kit on How to Start a Business Service @ the Library.

Takeaway: With the upcoming remodel of the café space, the District has an opportunity to transform that space and collaborate with the Placentia Chamber of Commerce to offer a small business center, utilizing the kit provided through this session.

How to Say the Hard Things: Lessons Learned in Years of Crisis

Delivering a message can often be just as impactful as the message itself. This session provided information on lessons learned while navigating difficult community conversations during an ongoing global pandemic, civil unrest, negative national attention, and book challenges. Speaker has a lot of fundraising experiences and recommended libraries invest in marketing communication experts. She shared the 3 C's of Crisis Communication: Clarify, Connect, and Conflict.

Takeaway: Employees don't need to agree with managers, rather we need to support them through compassion, transparency, directness, and clear expectations.

Challenging Times: Unite Against Book Bans and ALA's Policy Corp

Speakers from ALA, Maricopa County Library District, and Library Journal discussed spreading unified messages for librarians in our efforts against book bans.

Takeaway: Review Collection Development policy and book reconsideration request form to reflect one book per form – ask for passage with page numbers and patron must sign form acknowledging they have read the entire book.

Update: PLD has updated its reconsideration of library materials form and will be presented at the May 23rd Staff Development Day as part of the Customer Service session for the day.

Embrace Flexibility: Create a Radically Welcoming Work Environment

Speakers from the Jefferson County Public Library shared their pilot project to create a more equitable work environment that is focused on staff needs as well as the organization's needs. The discussion was framed mostly around flex schedule. Of interest is the system has 7 library sites still not back 100%, pre-Covid.

Takeaway: Information validates what PLD has already put into action since the pandemic. As of today, PLD continues to offer our team an opportunity to request a flex schedule which several of our paraprofessional and professional team members have benefited from.

Protecting Patron Privacy in Public Libraries: Practices and Challenges

Public librarians value the privacy of their patrons and strive to develop policies to protect these rights, while educating our communities on the topic. Speakers were from academic libraries, a researcher and a technologist.

Takeaway: Not as helpful of a session as anticipated.

Columbus Metropolitan Library Tour

An Adult Services Librarian conducted a tour of the beautiful building with historical information about the expansion which maintained the original Carnegie building with a smooth transition to the new and modern library.

Takeaway: Had an opportunity to explore the library's small business center with ideas that may be applicable to PLD as we discuss a new service model for our local businesses.

Thurber House Historic Museum

The house was built in 1873 and former home to James Thurber, one of the foremost American humorists of the 20th century. Mr. Thurber lived in the home from 1913-1917 while he was a student at the Ohio State University. Mr. Thurber was known for his sense of quirkiness and relatable characters and themes and many of his drawings and stories appeared in *The New Yorker*. Some of his most famous drawings includes dogs as bookends, which you am I talking to now?, all right, have it your way – you heard a seal bark!, and tales such as the Unicorn in the Garden.

Closing Session – Dulce Sloan

Ms. Sloan is one of the sharpest, fastest rising voices in comedy. *Rolling Stone* hailed her as one of the 10 Comedians You Need to Know declaring, "she speaks, and they simply fall in line behind her." *Bust* magazine calls her "comedy gold," while *Indiewire* describes her as "a fresh and unique voice in the world of stand-up comedy." She was included in *Variety* magazine's prestigious Top 10 Comedians to Watch list, and *SLiNK* magazine

crowned her "The New Queen of Comedy." She spoke from the heart and did not sugarcoat her experiences and viewpoints. It was a nice ending to the conference.

Notes from Public Library Association (PLA) Conference Sessions

April 3-5, 2024; Yesenia Baltierra

Opening Session with Shola Richards:

Shola Richards proved to be an outstanding speaker, motivator, and beacon of positivity. Through his insightful presentation, he shared personal anecdotes that shaped his journey into an advocate for workplace kindness. Richards distinguished between kindness and mere niceness, urging everyone to embrace kindness as a proactive stance. Furthermore, he emphasized the significance of exemplifying desired behaviors and fostering curiosity over judgement. His session left a lasting impact, empowering all who attended.

Leadership by Design: A Human-centered Approach for Library Leaders

Overview:

Presenters Melanie Huggins and Patrick Quattlebaum discussed the escalating array of complex community challenges facing numerous libraries. They introduced service principle models, including human-centered, co-value, co-created, and holistic approaches. Emphasizing the significance of framing opportunities to generate value, they highlighted the necessity of prioritization and intentionality. Additionally, they reminded participants that libraries are fundamentally engaged in the business of problem-solving.

Takeaways:

- Process can begin with small projects or programs.
- Design the approach with all staff levels involved to include growth plans.

How to Say the Hard Things: Lessons Learned in Years of Crisis

Overview:

Presenter Brandi Cummings discussed the role of communication which has two roles talk and listening. Marketing communication is important to invest in the library. She discussed the levels of crisis as hypervigilance, increased resource need, events beyond normal, and unexpected. She mentioned that words are the containers of power and identifies the 3 C's of Crisis communication as clarify, connect and conflict. Clarify-know what you want to say. Only answer the question being asked. Connect-connect with those that have a different opinion. You can deliver a message to stand on its own but you cannot change everyone's opinion. Conflict-you need to be ok with sitting in conflict.

Takeaways:

- 76% of people are conflict avoidant. It's important to provide staff with the tools to handle these situations.
- When dealing with a conflict, listen to what is being said. If a question is being asked, only answer the question. No need to apologize but provide information.

Challenging Times: Unite Against Book Bans and ALA's Policy Corp

Overview:

The ALA's Policy Corps discussed their proactive initiatives aimed at disseminating cohesive messages in support of the Office for Intellectual Freedom and librarians in their endeavors to combat book bans. These initiatives encompass effective public communication strategies, advocacy endeavors, as well as provision of resources and tactics for navigating encounters with potential censors successfully. Presenters delved into the distinct challenges encountered within library settings versus legislative arenas, underscoring the strategic imperative of engaging with legislation. Moreover, they emphasized the necessity for policies to be precise and clear in their directives.

Takeaways:

- Emphasize the importance of clear policies, particularly stipulating one challenged book per form. This should entail specifying the passage, page, and inquiry into whether the book has been reviewed.
- Regularly review and update policies on an annual basis.
- Facilitate training sessions to equip staff with the skills for effectively managing such situations.

Embrace Flexibility: Create a Radically Welcoming Work Environment

Overview:

Jefferson County Public Library (JCPL) staff presented the initiation of a pilot program aimed at cultivating a more equitable work environment, one that prioritizes both staff well-being and organizational objectives. Collaborating closely with staff members, the initiative sought to gauge sentiments regarding their work experiences and overall satisfaction. As part of this endeavor, the implementation of work-from-home and flexible scheduling arrangements was introduced, particularly catering to frontline staff. This included opportunities for staff to work remotely for one day per month or for a half day, as well as work-from-home accommodations during training sessions or professional development activities, as necessary. Following the conclusion of the pilot program, a survey was conducted to assess its impact. The findings revealed that this new work model significantly enhanced flexibility for staff, resulting in reduced instances of burnout and absenteeism. Furthermore, there was a noticeable improvement in overall staff morale, with employees expressing heightened satisfaction with their work environment.

Takeaways:

- The introduction of flexible scheduling options proves advantageous for both the organization and its employees.
- Implementing flexibility measures for frontline staff on an as-needed basis can be effectively executed and yields positive outcomes.

Activating AI Education and Algorithmic Literacy at Toronto Public Library

Overview:

Fiona O'Connor, Senior Services Specialist and Digital Literacy Initiatives Coordinator at the Toronto Public Library, presented staff-led programs aimed at assisting patrons in gaining a better understanding of Artificial Intelligence (AI). These programs covered topics such as 'What is AI?', 'How does AI work?', and 'Digital Privacy'. The staff incorporated engaging exercises, including a quiz titled 'Is it Real or Not?', which featured both real and AI-generated images. Upon reviewing the images, attendees found it challenging to discern between them, highlighting the importance of zooming in to identify any

discrepancies. The programs were well-received by both patrons and staff, with positive feedback indicating an enhanced understanding of AI.

Takeaways:

- Introduction to AI programs are crucial, given that many patrons are just beginning to familiarize themselves with AI.
- Staff members can access numerous resources on AI without needing to be experts.

Empowering Libraries: Navigating the AI Era Across All Roles

Overview:

Brandy McNeil, Deputy Director of The New York Public Library, led a session that delved into the potential of artificial intelligence (AI) in libraries. The discussion emphasized the imperative for library systems to embrace AI and explore a range of diverse opportunities it presents. She provided insights on strategically integrating AI within library systems and understanding the essential principles of responsible AI for ethical and impactful implementation. She outlined various professional-level applications of AI and identified the distinct functionalities of different AI tools. Additionally, she highlighted the challenges associated with disinformation through AI, underscoring the importance of keeping staff informed, updating policies, and providing ongoing staff training.

Takeaways:

- Enhanced understanding of available AI tools and their optimal utilization.
- Importance in reviewing organizational policies to assess their compatibility with AI integration.

Big Ideas with Dr. Bettina Love:

Dr. Love delivered a captivating and informative presentation. She underscored the vital role of critical thinking in democracy. Drawing from her experience as a reading specialist in early education, she lamented that her profession often involves classifying, assessing, and judging children rather than fostering their passion for reading. Furthermore, she tackled a complex issue, the wealth gap, highlighting the inconsistencies in societal structures with the phrase, "the math is not mathing." Her presentation shed light on the challenges within the American educational system. This revelation underscores the imperative need for robust library services to support students with limited resources.

Exhibits:

I had the opportunity to walk the exhibit hall and visit both current vendors as well as potential new vendors. During this time, I explored potential furniture ideas for our Crossroad Corner, as well as potential items for our LOTs collection.

Closing Session with Dulcé Sloan:

Dulcé Sloan provided an engaging and entertaining talk. She addressed topics such as sexism, race, and mental health with both candor and wit, her presentation struck a perfect balance between humor and honesty. It was truly an outstanding way to conclude the conference.

Notes from the Public Library Association (PLA) Conference April 3rd- April 5th, 2024

Megan Tolman

Welcome Reception at Columbus Library

Overview: Welcome Reception cancelled due to Tornado Watch

Opening Session with Shola Richards:

Shola Richards opened the conference with a deeply moving speech about kindness in the workplace. He discussed the concept of Ubuntu- the idea of “I am because we are.” He stressed the importance of 3 questions: Is it kind, is it true, Is it necessary. Nice is not the same as kind. We can enforce the rules of the library and be kind. It is important to start with kindness to yourself. Self care is not about face masks- its about setting boundaries, saying no, getting therapy, etc. Shola expressed that bad behavior is an unskilled expression of unmet needs. Find someone who will feel with you laugh with you and stand with you to. He asked if your direct supervisor did not have power over you, would you still follow them? It was a very moving discussion and a great way to open the conference, given how much unkindness staff face while working the desk.

Beyond the Numbers: Building a Culture of Data-Informed Decision-Making:

Overview: This talk discussed the importance of making data a priority in decision making. The libraries emphasized the importance of making data a part of the library culture, a core part of work culture, plans, etc. They stressed the importance of utilizing all types of data: quantitative, qualitative, antidotal, and demographic. It starts with adding data culture into the vision and strategic direction and making a core principle of the library. They discussed the fact that some data will not show what you want or expect, and you will need to stay curious about down trends. All data is information, that therefore not a failure. They mentioned Power BI and Tableau, Savannah, Orange Boy, Pitko Chart as tools. The key is to just start collection any and all data that might be useful. If doing a study, decide what your KPI (Key Performance Evaluators) will be. Some examples of data could be customer visits, program attendance, school visits, library cards, email opens, computer use & wait times, database hits etc. Steps: 1. Assess current data culture (What are we doing, what we could do better). 2. Join a community of practice (Groups with resources). 3. Setting clear data goals. 4. Implement process and projects. 5. Share success Stories 6. Adapt and keep going. They ended by stressing that patron behavior is changing faster than ever, more than ever before data.

Takeaways: This talk inspired me to look at how we use data at Placentia Library. We collect a lot of good data, however I am looking forward to researching the tools for creating charts and infographics from the data, to help make the data digestible. I also think we could be better at sharing the data down through to all levels of the library. Much of the data is given to the board reports, but staff does not often have time to read this data. It would be great to go over data more in our departmental meetings. We recently did a community survey, so I am looking forward to seeing this data and how we can incorporate it into our decision making. For collection development it inspired me to further research what sources of data we can incorporate.

RA meets AI: Building and Launching a Reader's Advisory Kiosk, by Worthington Libraries

Overview: The library presented their use of a kiosk to create what they call a Recommendation Station. They did a study, which found borrowing practices much more at the library, while Readers Advisory was more online than in library. They decided to create a way for patrons to get recommendations without asking staff. The kiosk contains a touch screen, barcode scanner, and receipt printer. The library made 7 kiosks in 3 branches. The patron scans a book, and the kiosk provides book recommendations using Novelist, and brings in ILS system to tell patron where to find. When Novelist has no recommendation, the kiosk features staff picks, and if its goes offline, it displays funny quotes. The branding of the kiosk featured magic fortune teller theme. So far, the one next to the book return is by far the most successful, and printing the call numbers is more popular than placing the book one hold. Next, they want to incorporate seasonal lists into the kiosks, such as scary stories in October. Their vision is that kiosks are a gateway to patrons asking staff for more recommendation. Hardware- Rasp PI; Olea Metro Lite Kiosk. Window computers. Cutom kiosk wrap.

Takeaways: I like what this presentation said about their kiosks being a jumping off point for patron staff conversations. I also like how visually appealing the station was, showing the book jackets of the recommended books.

Conducting Diversity Audits of Fairy Tale Collections and Beyond:

Overview: This talk was on their diversity audit. They borrowed heavily from the 2017 Karen Jenson article on conducting a Teen Audit. They pulled the entire fairy tale collection onto carts and shadowed in the catalog during their audit. Staff enter that data into excel spreadsheets, then into charts. They asked questions such as was the author a member of the group represented. They recommended that library collections should align with the population demographics in your community. Their results were 2/3 of authors were white. They found that among primary characters 1/3 were white, 1/3 nonhuman, and the rest minorities. One lesson they learned was they should have defined this area more- fairy tales, folklore, etc. They discussed their thoughts on if fairytales should even be in the Dewey Nonfiction section. The process the used was very laborious and time consuming. Their next step was to research how to catalog fairy tales for your community's best discoverability.

Takeaways: This talk was a very honest and practical guide to conducting a diversity audit. They also shared their findings, which I found very helpful as they are probably similiar to findings library wide as many purchases' similar materials. I think this talk showed how labor intensive a manual diversity audit would be. To be honest, their findings showed what I think we would all have guessed, a lack of diversity. I do not think that such a labor-intensive process to be necessary to show what other studies have shown. A more practical use of time would be to spend time researching and purchasing more diverse books, and weeding out older narratives.

Big Ideas with Dr. Bettina Love:

Overview: 70th anniversary of the Brown vs. Board of Education. Kids will take 150 standardized tests. School to prison pipeline. As a reading specialist in early education felt like her job was grouping kids, leveling and judging the, not inspiring them to read. She discussed practices such as redlining and the wealth gap. She cited a 2019 Ed Builder Study which found that white schools get \$23 million more than

nonwhite. This talk was eye opening in terms of the systemic racism still widely prevalent in the American school system. This discrepancy underlines the importance of library services for students who have less resources.

Equitable Collection Use:

Overview: This talk tuned out to be a lot of discussion about floating collections that circulate between branches and stay when they were last checked out, not the branch of purchase. Many of the libraries discussing found that the branches that were in more diverse communities suffered as they were more in person browsers, as opposed to less diverse populations on more online catalog requesters. Many were changing to end floating, and the still floating library had put restrictions on floating to combat equitable disuse.

Takeaways: While some of this talk was not relevant, as Placentia Library's collection does not float, it did help me to think of several topics we will need to consider in relation to our future bookmobile, such as holds crossover, and how to make sure we give equitable access to all library users. One point that I really liked was their point that people use library services in different ways, and we need to help them in their own way.

Changing Subject Headings for a More Inclusive Library:

Overview: Library of congress subject headings can contain discriminatory language. Must look at things like race, age, sex, gender, disability, familiar status, veterans' status, etc. Tools: Homosaurus, Eric, In house Knowledge, Indigenous organizations, Tribal websites, Backstage Library Works, OLA (Oregon Library Association) TRST (Technical Services) Critical Cataloging Repository. Started with terms they liked, then cross checked with LOC. Went with outside vendor- Backstage. Many changes were 1 to 1 (Slave to enslaved). The narrower the term, the more staff time to research and look at specific titles. Left some older terms for access points (ex. A lot of people still use term homeless, including homeless people they asked). Goal was modern and common use language. Removed terms fully only was very insensitive or inaccurate. Decide if using an in-house staff or vendor, if vendor you will create a map for them. The map would be what is there now, add with, replace with, and vocab term? Find out if your ILS do global updates to all records- can you download a list to marc edit then reupload? Can you change marc records, or will it just auto update back? Place on catalog from community members to make comments on public catalog.

Takeaways: This talk was very interesting as someone who has recently taken on more of a cataloging role. I was surprised by some of the terminology still in use by the Library of Congress. In the short term I plan to check our catalog for some of the more offensive terms and change them to more modern terminology in their MARC records. Longer I can look into one-time services that will allow how updating terms based on a marc map.

Generifying Your Public Library:

Overview: This talk, given by the manager of Worcester County Library's Ocean City Branch, was on their journey to classify books by genre. This style is good for patron who enjoy browsing collections.

The reasons he gave were libraries that are understaffed can spend less time helping patrons find books. Another reason is that school libraries are generifying now which means students are learning this system, if local libraries do the same it will help kids. The library giving the talk, Worcester Central Library noticed how it really refreshed their space. Moreover, some patrons have anxiety and do not want to ask for help. One step was to keep track of what people asked about on desk: i.e. Mystery, Romance, etc. Non-Fiction- 300s, 900s, both History. DVD's circ have dropped drastically. Staff made signs with stickers using the Cricut. They polled patrons and staff what they get asked about on desk. You will need to decide if you will keep authors together or separate based on genre. The sources he used to classify books as a genre were Novelist and vendors. Next decision is stickering, labeling, and other processing choices. Demco stickers cost \$500-600 for 9,000 books. Make sure your signage matches the labels. In the catalog, make sure the genre is listed in the shelf location. In the question-and-answer portion, generifying nonfiction was discussed. One library in audience were the only branch to see an increase in non-fiction circulations since 2020. Another library discussed their success in generifying their picture books by topic such as Nature, Machine, Dinosaurs, Family, Fairytales, Animals, concepts. Discussion turns to genres within DVD collections.

Takeaways: While the Placentia Library already has some adult fiction classed by genre, this talk made me think we could add thriller as a genre. It also inspired me to think about other areas of the library, such as children picture books, that would benefit from generifying. Children do not often know which exact author they are looking for, but they do know they want books on animals, etc. I strongly believe we should discuss reorganizing our collections for better browsing, and plan to discuss with my fellow selectors.

Diversifying Your Displays & Book Lists:

Overview: The Tulsa City County Library giving this talk did a diversity audit through Ingram services. They discussed the importance of choosing own voices authors, or authors who are a member of the group represented in the book. They emphasized the importance of creating diverse displays all year round not just during heritage months. They argued that displays are the most visible part of library, and patrons need to see diverse books there every day, not just heritage months.

Takeaways: While I agree with the sentiment expressed in this talk, I was expecting more practical advice on how to actually create diverse displays and lists, not just a talk on the importance of them. Moreover, the vast majority of the talk was on their diversity audit through Ingram, then a short discussion on the importance of diversity in displays. They did not really discuss the practical elements involved in displays; not did they give any examples. It did remind me to utilize Placentia Library's tool Collection HQ to create book lists and displays, but I was disappointed in this talk.

Is Bigger Better? Collection vs. Space in Equity

Overview: Presented by Decorah Public Library and author of books Library Space Planning, A PLA Guide David Vinjamuri. This talk discussed the battle of space for collections, and all other important spaces in a library. Libraries are spaces, used for tutoring, crafting, lactation, teaching kitchens etc. This means less space for collections- so we need to make less space work better. The discussed the idea of a "long tail" collection, dividing collection on hand; consortium books, and those from ILL to give a collection depth. They also discussed use of shelves, and how often the bottom and top shelves are not

used by patrons as they are hard to physically reach. They found that creating windows in stacks will increase circulation by 20-25%. They also stated displays should follow the rule of three, 3 items in a horizontal space near a break. They emphasized marketing strategies and the visual appeal of front facing books. Marketplace strategy displaying new and old books. Maximizing circulation means need less space footprint. They described how to make a “heat maps” or circulation maps for shelves per square foot: Isolate books on each shelf, measure your shelves, add the information to spreadsheet, study a 6-week time period, only look at browsing no holds, no book club report. Then, run reports for ILS system, color code circulation in 3 color grads, then make a baseline map. The library added 2 face shelves across library staff replace 3 front facing books. Shifted collection back to create curated display at front of collection entrance. Saw a 6% increase with first round of changes. Another new fiction carousel. Moved new books to back- where patrons have to walk through entire library to get to new books. Constantly refreshing displays. More space but more front facing books saw 34% increase from baseline. Face out displays and windowing. As many faces out displays as possible at eye level. Carousel displays, Ikea picture windows. 2-3week refresh of displays. With furniture, they found people do not want to face each other- move furniture 90 degrees. BISAC more natural for patrons than Dewey. ILS allows for display settings.

Takeaways: I liked how strategic this library was with their changes, tracking circulation increases each time. They made a really good point from an increased use of marketing and store strategies in order to get patrons to check out books. The photos they shared of the front facing book displays were very attractive, and I could see why they would be appealing to patrons. Overall, I think we could incorporate a lot more book displays, especially front facing and perhaps some carousels in order to increase the visual appeal of the books in our library.

Rethinking Dewey: Do we, or don't we?

Overview: The Deschutes Public Library first organized their picture books by topic not author, and they saw their circulation increase by 20%. They then decided to go Dewey free based on the fact that people do not learn or know Dewey decimal system anymore, the increase in circulations other libraries have seen, and the history of racism and sexism of the man Dewey himself. They also felt that Dewey does not lend itself to browsing, and browsing helps circulation stats. Dewey was designed in 1873 only for librarians at a time when books were in back storage, not out for public to find themselves. They cited an article from the Library Journal which conducted an online Dewey survey conducted and found only 7.4% of patrons rarely struggle with the Dewey Decimal system. The idea of replacing the Dewey decimal system is not new, they feel that many librarians are just scared. Another source was Bad Dewey by Maria O'Hara. They stated you will never get 100% of staff or patrons on board, but you can get most. DPL choose a hybrid approach, where first books are grouped by word-based topic; then subtopic, then Dewey. Example: Society and subcultures, Social Justice, 323.1. They also generified their fiction books into BISAC. Had staff made individual plans, then get into groups of 4 and make a plan, then the entire staff. They decided to name their new system: Anythink, Shelf Logic, ended on Wayfinder in order to brand the change. They used Backstage vendor to relabel all the books. Decided on 3 levels of signage: endcap, shelf dividers, and magnetic shelf. Labels read adult/teen/kids, then category, then subcategory, Dewey, and finally author. They recommended checking if your ILS has character limits. Some sections were too small- had to go back and reabsorb them. Overall patrons seem very happy with new system, after short leaning period.

Takeaways: This talk was very impressive. They mixed statistics and studies with heartfelt stories of their own fears that came with removing Dewey. I think they made a lot of good points about how patrons find books, and the lack of understanding about the current system. The Placentia Library does have a lot of browsing patrons, who I believe would benefit from a more browsable system. I feel that it is true patrons do not know or understand the Dewey decimal system and would prefer a more browsable system.

Exhibits:

- PercussionPlay: Outdoor musical instruments. I thought this play ad learning instruments would be a great fit for the OLE (Outdoor Learning Experience).
- Burgeon Group- Interactive Learning Spaces had interactive kids' furniture, could be good for future Crossroads corner purchases.
- Wayfinding Map- really pretty library maps.
- TMC Kids- another kid's furniture exhibit to pass onto Children Services for future Crossroads corner ideas.
- Demco- stopped by their exhibit. They had a very nice electronic cart book drop. In addition, they had book displays and shelf signage that I thought would be great, as I know signage is on the strategic plan.
- Bibliotheca- shelf checkout machines. I liked how compact it was, how obvious it was on where to put the books. More desk shaped than our current kiosk models.
- Aunt Flow- I learned about period poverty. Period poverty refers to the lack of access to period products and menstrual education. 23% of K-12 menstruating students aged 13-19 have struggled to afford period products, per the 2021 State of the Period report. In 2021, Forbes reported that one in ten college students couldn't afford pads or tampons. According to Reuters Health, nearly two-thirds of menstruators in the United States could not afford period products. At the same time, nearly half had to choose between food and tampons. Public libraries can help by partnering with nonprofits to provide tampons and pads in public restrooms.
- I attended a talk about how to build a virtual RA website. The talk discussed using google site, wix or Weebly. I did not think it likely our patrons would want to go to a separate website from the libraries for book recommendations.

Closing Session with Dulcé Sloan:

Overview: Dulce Sloan gave a hilarious talk that really help end the conference on a fun note. She covered topics like sexism, race, and mental health with honesty and humor. It was an excellent way to end the conference.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: **Select a Candidate for Orange County Local Agency Formation Commission (LAFCO) Regular Special District Member.**

DATE: May 29, 2024

BACKGROUND

At the March 25, 2024 Board Meeting, the LAFCO nomination procedure was presented with no interests from members of the Placentia Library Board of Trustees.

Two candidates seek to fill the Regular Special District Member seat for the 2024-2028 term of office.

James R. Fisler – Mesa Water District Director

Mr. Fisler's credentials include serving on the Orange County Local Agency Formation Commission (OC LAFCO) as Special District Commissioner from 2019–present and as Alternate Commissioner from 2011–2019. Additionally, Mr. Fisler has continued to serve on the Independent Special Districts of Orange County (ISDOC) Executive Committee since 2016. He is currently a Director with the Mesa Water District Director and has provided LAFCO updates at Placentia Library District Board meetings.

Mr. Joe Muller – Orange County Transportation Authority Board of Directors

Mr. Muller was formerly on the Dana Point City Council and has served on several boards including the Foothill/Eastern Transportation Corridor Agency, Orange County Fire Authority, Orange County Parks Commission, and the LOSSAN Rail Corridor Agency.

Ballots were emailed to special districts on May 6, 2024 and due back to OC LAFCO by 4:00 p.m., June 10, 2024.

Attachment A the Orange County LAFCO ballot

Attachment B is Mr. Fisler's Information

Attachment C is Mr. Mueller's Information

RECOMMENDATION

Select a candidate for the LAFCO Regular Special District Member seat, and authorize President Carline to certify the ballot on behalf of the Placentia Library District.

BALLOT

REGULAR SPECIAL DISTRICT MEMBER

Orange County Local Agency Formation Commission (OC LAFCO)

Term of Office Expires 06/30/2028

Placentia Library District

*Name of District***Certification of Voting Member**

I, Gayle Carline, hereby certify that I am (***select one***):
Board Member

the presiding officer of the above-named district.

a member of the Board of the above-named district designated to vote in the absence of the presiding officer pursuant to G.C. §56332(a). I have submitted proof of this designation to the OC LAFCO Executive Officer.

Signature

*Date***CANDIDATES FOR OC LAFCO REGULAR SPECIAL DISTRICT MEMBER:**(Check **one** only.)

James R. Fisler, Mesa Water District

Joe Muller, South Coast Water District

Abstain



Shawn Dewane
President, Division IV
Marice H. DePasquale
Vice President, Division III
Jim Atkinson
Director, Division IV
Fred R. Bockmiller, P.E.
Director, Division I
James R. Fisler
Director, Division II

**RE: Declaration of Candidacy of James R. Fisler for Re-Election to
OC LAFCO representing the Special Districts of Orange County**

Greetings,

It has been my honor to serve you on the Orange County Local Agency Formation Commission (OC LAFCO) as your Special District Commissioner. Initially elected in July 2019 to the OC LAFCO voting member seat, I was re-elected in 2020 by Orange County's Independent Special Districts. Previously, I was elected to serve as the Special District Alternate Commissioner by the Independent Special Districts Selection Committee in 2011, and re-elected in 2014 and 2018.

During my service since 2011, I have sat on the dais and participated fully in all OC LAFCO discussions on all agenda items, and thus have broad knowledge of the OC LAFCO process and experience as a Commissioner. As such, I am the most experienced and qualified candidate.

I have been an effective Commissioner at OC LAFCO who has positively influenced decisions that have benefitted special districts and protected local control, while also safeguarding the interests of over 3 million Orange County residents.

I have been a strong advocate for the Special Districts of Orange County on OC LAFCO, as well as at the Independent Special Districts of Orange County (ISDOC) where I served as President in 2017 and 2018, and where I reduced ISDOC member dues by 75 percent.

I have personally visited all of the Independent Special Districts in Orange County multiple times over the past 12+ years. It has been a distinct honor to serve Orange County's Special Districts as a voting member at OC LAFCO to ensure the economical, effective, and efficient delivery of government services to the public.

As a voice for Special Districts serving the communities of Orange County, I have delivered on my promise to you that OC LAFCO would be more of a facilitator than an initiator of actions. Additionally, I remain committed to enhancing communications and information-sharing with you. This is now reflected in OC LAFCO's work-plan.

Lastly, to achieve my goal of providing transparency and strong leadership for you at OC LAFCO, for the past four years and counting, I have been distributing quarterly editions of *The Special Districts Dialogue* newsletter which provides an update on the Commission's recent activities relevant to Special Districts. I hope you find the newsletter information valuable, and I welcome your feedback.

Feel free to contact me at 714.423.4351 with any questions or requests regarding OC LAFCO, and please see the my statement of qualifications that accompanies this letter. Thank you for your consideration of my knowledge, experience, commitment, and results. I hope to receive your vote for this very important seat.

Sincerely,

A handwritten signature in blue ink that reads "James R. Fisler".

James R. Fisler
OC LAFCO Commissioner and Mesa Water Director

Re-Elect James R. Fisler to OC LAFCO

*** KNOWLEDGE * EXPERIENCE * COMMITMENT * RESULTS ***

James R. Fisler – Mesa Water District Director



- **Orange County Local Agency Formation Commission (OC LAFCO)** Special District Commissioner, 2019-present
- **OC LAFCO** Special District Alternate Commissioner, 2011-2019
- **Independent Special Districts of Orange County (ISDOC) Executive Committee** – Immediate Past President, 2018-2020; President, 2016-2018
- **Mesa Water District** Director, 2009-present; President, 2012-2014
- **Mesa Water District Improvement Corporation** President, 2010-2012 & 2017-2022; Engineering & Operations Committee Chairman; Legislative & Public Affairs Committee Vice Chairman
- **Association of California Water Agencies (ACWA)** Local Government Committee, 2016-2019, 2022-present
- **County of Orange Housing & Community Development Commission** – Vice Chair, 2019-2021; Commissioner 2017-2021 (appointed by the Orange County Board of Supervisors)
- **City of Costa Mesa**
 - Planning Commissioner & Vice Chairman, 2004-2009
 - Parks & Recreation Commissioner, 2002-2004
 - Finance Committee, 2014-2017; Finance Committee Chairman, 2016-2017; Finance & Pension Advisory Committee Chairman, 2017-2020
 - Residential Rehabilitation & Redevelopment Committee, 1999-2009
 - Citizen's Police Academy graduate; Neighbors for Neighbors volunteer
- **Costa Mesa Chamber of Commerce** Board Member, 2017-present
- **Costa Mesa Senior Center** Board Member
- **Friends of Costa Mesa Libraries** Board Member

As your advocate at OC LAFCO over the past 12+ years, James R. Fisler (Jim) has been a strong leader and voice for Special Districts. Committed to promoting outstanding customer service, and to the efficient delivery of government services, Commissioner Fisler is grateful to have served as your representative at both OC LAFCO and ISDOC, where he reduced member dues by 75 percent.

With a passion for public policy and community service, Commissioner Fisler prioritizes protecting local control and representing the interests of Orange County's water, stormwater, sanitary, sewer, cemetery, library, vector control, recreation and parks, and community services districts.

Commissioner Fisler is a Broker/Associate with Torelli Realty in Costa Mesa and a Mortgage Loan Officer with CB Loans in Redondo Beach. Prior to that, he was a Southern California regional manager for Nordstrom for over 12 years.

Joe Muller for LAFCO

Special District Representative



It is an honor to put my name forward as a candidate for Special District Representative to the Orange County Local Agency Formation Commission (OC LAFCO), and I would respectfully ask for your district's support of me for this position.

LAFCO is currently in the midst of its planned schedule of countywide Municipal Service Reviews, and as such it is critical that the participation of the Special District representatives on the Commission are closely involved in this process to ensure fair and effective representation of our 26 agencies.

My diversified background in public service has equipped me with the unique perspective and experience that makes me ideally suited to serve on OC LAFCO. I was elected to the Dana Point City

Council in 2014 and twice served as Mayor during my Council tenure prior to terming out in 2022, at which time I ran for and was elected to the South Coast Water District Board.

My contributions extend to various regional boards, including:

- Orange County Transportation Authority Board of Directors (where I chaired the Regional Planning and Highways Committee)
- Foothill/Eastern Transportation Corridor Agency (TCA) – Vice Chair, 2022
- LOSSAN Rail Corridor Agency Board of Directors
- Orange County Fire Authority Board of Directors – Chair, 2022; Vice Chair, 2021
- Orange County Parks Commission – Chair, 2021

In addition, I have been a representative to the League of California Cities, Orange County Council of Governments, South Orange County Association of Mayors, Association of California Cities-Orange County, and Orange County City Selection Committee.

These experiences complement my private sector insights, gained initially as an Environmental Chemist and later in sales, where I enhanced supply chains, contributed to educational advancements, and managed family-owned property investments.

Your support is invaluable to me, and I am keen to advocate on behalf of your district on OC LAFCO. Thank you for considering my candidacy to represent Orange County's Special Districts.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Carlo Maskarino, Business Manager

SUBJECT: **Adoption of Resolution 2024-02: A Resolution of the Board of Trustees of the Placentia Library District of Orange County to Establish the Appropriations Limitation for the 2024-2025 Fiscal Year.**

DATE: May 29, 2024

BACKGROUND

On November 6, 1979, Proposition 4, which is more commonly referred to as the “Gann Initiative,” was adopted by California voters. The measure became effective July 1, 1980, retroactive to fiscal year 1978-79. Statutes clarifying certain provisions of the Proposition are now codified in Article XIII B of the California Constitution. Pursuant to those regulations, the “Gann Limit” establishes constitutional spending limits allowable for California governmental agencies based on the Consumer Price Index and population growth. Concurrent with Proposition 4, the Revenue and Taxation Code, Section 7910, each local governmental unit is required to establish its appropriations limit prior to the beginning of each new fiscal year. In addition to Proposition 4, Proposition 111 was voted into law on June 5, 1990, in order to increase the accountability of local government in adopting appropriation limits.

In determining the 2024-2025 Fiscal Year Gann Appropriations Limit calculation, the California Department of Finance price and population information provided the following factors to be considered: Population Factors Change in City Population indicated 0.08% for the City of Placentia and the inflation change was 3.62%. Using these factors, the District’s 2024-2025 Gann Appropriations Limit is \$6,280,993.54. Gann Appropriations Limit is to establish the limit on the amount of revenues that can legally be spent by the Placentia Library District for the 2024-2025 Fiscal Year.

Attachment A is Resolution 2024-02.

Attachment B is the GANN limit calculation.

Attachment C is the Price and Population letter.

RECOMMENDATIONS

1. Motion to read Resolution 2024-02: A Resolution of the Board of Trustees of the Placentia Library District of Orange County to Establish the Appropriations Limitation for the 2024-2025 Fiscal Year.
2. Motion to Adopt Resolution 2024-02 by a Roll Call Vote.
3. Roll Call Vote.

I, Sherri Dahl, Secretary of the Board of Trustees of the Placentia Library District of Orange County hereby certify that the above and foregoing Resolution was duly and regularly adopted by the Board of Trustees at a Regular Meeting hereof held on the twenty-ninth day of May 2024.

IN WITNESS THEREOF, I have hereunto set my hand and seal this twenty-ninth day of May 2024.

Sherri Dahl, Secretary
Placentia Library District Board of Trustees

A. LAST YEAR'S LIMIT	\$ 6,056,719.52			
B. ADJUSTMENT FACTORS				
1. Per Capita Cost of Living Change %	3.62	$\frac{103.62}{100}$	1.0362	
2. Population %	0.08	$\frac{100.08}{100}$	1.0008	$\frac{1.037029}{0.037029}$
Total Adjustment %	0.03702896			
C. ANNUAL ADJUSTMENTS	\$ 224,274.02			
D. OTHER ADJUSTMENTS	\$ -			
E. TOTAL AJUSTMENTS	\$ 224,274.02			
F. CURRENT YEAR LIMIT	\$ 6,280,993.54			

FY 24/25



April 30, 2024

Dear Fiscal Officer:

Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2024, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2024-25. Attachment A provides the change in California's per capita personal income and an example for utilizing the factors to calculate the 2024-25 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. [California Revenue and Taxation Code section 2228](#) provides additional information regarding the appropriations limit. [Article XIII B, section 9\(C\) of the California Constitution](#) exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2024.** Please note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s Richard Gillihan

RICHARD GILLIHAN
Chief Operating Officer

Attachment

May 2024

Attachment A

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2024-25 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2024-25	3.62

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2024-25 appropriation limit.

2024-25:

Per Capita Cost of Living Change = 3.62 percent
 Population Change = 0.17 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.62 + 100}{100} = 1.0362$

Population converted to a ratio: $\frac{0.17 + 100}{100} = 1.0017$

Calculation of factor for FY 2024-25: $1.0362 \times 1.0017 = 1.0379$

Fiscal Year 2024-25

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2023 to January 1, 2024 and Total Population, January 1, 2024

County City	Percent Change	--- Population Minus Exclusions ---		Total Population
	23-24	1-1-23	1-1-24	1-1-24
Orange				
Aliso Viejo	-0.43	50,284	50,068	50,068
Anaheim	0.29	339,105	340,090	340,160
Brea	-0.34	47,886	47,725	47,725
Buena Park	0.07	82,632	82,689	82,689
Costa Mesa	-0.31	109,765	109,423	109,423
Cypress	0.11	49,291	49,345	49,345
Dana Point	-0.38	32,721	32,596	32,596
Fountain Valley	0.18	56,233	56,333	56,333
Fullerton	-0.32	140,756	140,311	140,311
Garden Grove	1.17	169,024	171,002	171,024
Huntington Beach	-0.30	193,078	192,503	192,503
Irvine	0.97	311,537	314,550	314,550
Laguna Beach	0.07	22,433	22,449	22,449
Laguna Hills	-0.42	30,442	30,315	30,315
Laguna Niguel	0.67	63,865	64,291	64,291
Laguna Woods	-0.43	17,222	17,148	17,148
La Habra	-0.21	61,028	60,901	60,901
Lake Forest	0.70	86,311	86,917	86,917
La Palma	-0.40	15,131	15,071	15,071
Los Alamitos	-0.19	11,970	11,947	11,947
Mission Viejo	0.09	91,221	91,304	91,304
Newport Beach	-0.35	82,707	82,419	82,419
Orange	-0.16	138,842	138,621	138,621
Placentia	0.08	52,182	52,226	52,226
Rancho Santa Margarita	-0.43	46,507	46,305	46,305
San Clemente	-0.29	62,481	62,297	62,297
San Juan Capistrano	1.05	34,627	34,992	34,992
Santa Ana	0.89	308,041	310,797	310,797
Seal Beach	-0.37	24,200	24,110	24,350
Stanton	3.55	38,914	40,297	40,297
Tustin	0.42	78,515	78,844	78,844
Villa Park	-0.19	5,716	5,705	5,705
Westminster	0.10	89,400	89,490	89,490
Yorba Linda	-0.27	66,268	66,087	66,087
Unincorporated	0.72	130,381	131,325	131,335
County Total	0.31	3,140,716	3,150,493	3,150,835

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: **Conference Authorization for Trustees and the Library Director to Attend the California Special District Association (CSDA) Annual Conference in Indian Wells, California, September 9-12, 2024.**

DATE: May 29, 2024

BACKGROUND

The California Special District Association (CSDA) Annual Conference will be held in Indian Wells, September 9-12. The keynote speakers are Dr. Elizabeth Lombardo, speaker, author, coach and “America’s Most Trusted Celebrity Psychologist” and Mike Rayburn, two-time TED Talk presenter and Hall of Fame speaker.

The conference will include the following sessions:

- The \$25,000 Pyramid – Discussion of the roles and responsibilities of treasures/investment officers, investment policy best practices, cash flow analysis/modeling, and investment terms and concepts.
- D-E-I and Y-O-U...Best Practices for DEI Initiatives in the 2024 Landscape
- The Future is NOW – AI and Its Impact on Special Districts
- The Brown Act in a Modern World
- Being Cool on Camera: Navigating a First Amendment Audit
- Fill That Spot the Right Way – Special District Board Elections and Vacancies
- “What the Bleep!” Limits of Public Comment
- Competency Modeling: Transforming Teams, Elevating Performance, and Fostering Inclusion

Full conference early bird registration cost for CSDA members is \$775 and \$860 after August 9, 2024.

RECOMMENDATIONS

1. Motion to Authorize Trustees and the Library Director to attend the California Special District Association (CSDA) Annual Conference in Indian Wells, California, September 9-12, 2024.
2. Roll Call Vote.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: **Conference Authorization for Library Staff to Attend the California Library Association (CLA) Conference in Pasadena, California, October 17-19, 2024.**

DATE: May 29, 2024

BACKGROUND

The 2024 CLA Annual Conference will be held October 17-19, 2024 in Pasadena. This year's theme, "Balancing Act: Self Care & Shelf Care" will feature opening session speaker, Andrew Demcak, author of six poetry collections and eight Young Adult novels. Closing session panelists includes moderator Michael Lambert, City Librarian for San Francisco Public Library, Lessa Kanani'opua pelayo-Lozada, the 2022-2023 ALA President, and Peter Coyle, Library Director of the Sacramento Public Library.

As with previous conferences, this year's conference will include Night Track sessions from 8pm-Midnight – very fun and engaging opportunities for night owls.

RECOMMENDATIONS

1. Authorize library staff to attend the CLA Conference in Pasadena, October 17-19, 2024 as presented; and,
2. Roll call vote.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Yesenia Baltierra, Assistant Library Director

SUBJECT: **Authorize the District to Enter into a Contract with The Imperial County Office of Education to Provide Installation and Maintenance of Advanced Network (Data) Services as the Statewide Broadband Aggregator for the California State Library Broadband Services Project**

DATE: May 29, 2024

BACKGROUND

On June 3, 2022, the Placentia Library District entered into a contract with Columbia Telecommunications Corporation (CTC) Technology and Energy as part of the California State Library Broadband Project, facilitating access to discounted high-speed broadband fiber network services.

In December 2023, our staff received an email from the State Library, notifying us of the conclusion of the contract with Columbia Telecommunications Corporation (CTC) Technology and Energy. Subsequently, the State Library announced the initiation of a new vendor Request for Proposal (RFP) process to secure a replacement vendor.

In March 2024, our staff received confirmation from the State Library that the new contract had been awarded to The Imperial County Office of Education (ICOE). Under this new arrangement, ICOE will assume responsibility for providing access to discounted high-speed broadband fiber network services, ensuring continuity without any interruptions or alterations to the terms of the existing agreement.

To ensure accuracy and alignment with the current vendors and contractual dates, our staff requests an update to the contract documentation.

Attachment A: Agreement Between The Imperial County Office of Education and the Placentia Library District.

RECOMMENDATION

Authorize Library Director to sign agreement between The Imperial County Office of Education (ICOE) and the Placentia Library District.

**NOVATION AGREEMENT BETWEEN
THE IMPERIAL COUNTY OFFICE OF EDUCATION,
and
PLACENTIA LIBRARY DISTRICT
FOR THE PROVISION, INSTALLATION, AND MAINTENANCE OF
ADVANCED NETWORK (DATA) SERVICES**

This Agreement, hereinafter referred to as “Novation,” is entered into as of <<DATE SIGNED>> by and between the Imperial County Office of Education, hereinafter referred to as “ICOE,” and Placentia Library District hereinafter referred to as “the Library.” ICOE and the Library are sometimes referred to in this Novation individually as “Party” and collectively as “Parties.” All written communications between the parties shall be addressed as follows unless and until amended in writing by the respective party.

WHEREAS, California State Library appointed Columbia Telecommunications Corporation d/b/a CTC Technology and Energy (“CTC”) as the Statewide Broadband Aggregator for the California State Library Broadband Services Project; and

WHEREAS, CTC provided notice of its intention to terminate its appointment and end its responsibilities under the agreement as Statewide Broadband Aggregator on behalf of the California State Library, effective as of December 31, 2023.

WHEREAS, as of January 1, 2024, the California State Library has appointed ICOE to assume the rights and responsibilities and perform the functions of the Statewide Broadband Aggregator on behalf of the California State Library as defined by the terms of the California Broadband Services Project program and that, upon said appointment, CTC has ceased to perform those functions.

Now, Therefore, The Parties execute this Agreement to novate the assumption of the duties under the Original Agreement from CTC to ICOE: The Parties acknowledge and agree that CTC, on behalf of the California State Library, has transferred and assigned its duties and responsibilities of the Statewide Broadband Aggregator to ICOE pursuant to the terms of the grant program administered by the California State Library.

By signing this Amendment, the Library and ICOE agree that,

1. The Original Agreement is hereby amended to replace the reference to "CTC" with a new reference to "ICOE." A copy of the Original Agreement between CTC and the Placentia Library District is attached hereto and incorporated herein by this reference.
2. The Original Agreement remains in full force and effect as between the Library and ICOE from the date of this Agreement, and that ICOE, on behalf of the California State Library, will assume all rights and responsibilities of CTC under the Original Agreement.
3. ICOE will perform the functions agreed to by CTC as set forth under the Original Agreement, including all addenda, appendices, and subsequent amendments.
4. The Indemnification clause in the Original Agreement is amended to state:

Indemnification. The Library agrees to indemnify, defend and save harmless ICOE, its officers, agents, and employees from any and all claims, losses, and liabilities accruing or resulting to ICOE and any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Library in the performance of this Agreement, but only in proportion to and in the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Library, its officers, agents, or employees. ICOE agrees to indemnify, defend, and save harmless the Library, its trustees, officers, agents, and employees from any and all liabilities accruing or resulting to the Library and any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by ICOE in the performance of this Agreement, but only in proportion to and in the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of ICOE, its officers, agents, or employees.

5. This Agreement serves as written notice to the Library of this change in the Broadband Aggregator duties and of the continued obligation by Library to comply with the terms and conditions of the Original Agreement.
6. TERM OF THIS AGREEMENT. This Agreement shall be effective from <<DATE SIGNED>>, through June 30, 2024. This Agreement will automatically renew unless one party notifies the other at least 60 days in advance of June 30, 2024.

IN WITNESS WHEREOF, the parties hereto have caused this Novation Agreement to be executed by their respective duly authorized representatives.

For Placentia Library District

For ICOE

Signature

Signature

Name

Name

Title

Title

Date

Date



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Carlo Maskarino, Business Manager

SUBJECT: **Review and Approve the Request for Proposal for the Outdoor Learning Experience and Loading Dock Projects.**

DATE: May 29, 2024

BACKGROUND

Construction management services will be required to start construction on the outdoor learning experience and loading dock projects. Library staff would like to request the Board of Trustees to review and provide input to the RFP draft presented as well as authorize the release of the RFP for bid solicitation.

Attachment A is the draft of the RFP for construction management services for the outdoor learning experience and loading dock projects.

RECOMMENDATIONS

1. Discuss the proposed RFP as presented with inclusion of input from the Library Board of Trustees; and,
2. Authorize library staff to post the RFP for bid solicitation.

**PLACENTIA LIBRARY DISTRICT
REQUEST FOR PROPOSAL (RFP)
CONSTRUCTION MANAGEMENT
SERVICES
RFP NO.: 2024-01**



**PLACENTIA LIBRARY DISTRICT
411 E. Chapman Ave.
Placentia, CA 92870**

**Carlo Maskarino
Business Manager
(716) 528-1906 Ext. 216
cmaskarino@placentialibrary.org**

Approved for Release:

Jeanette Contreras
Library Director
Placentia Library District

NOTICE IS HEREBY GIVEN that **Placentia Library District** (“District”) is seeking qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide full construction management services for a loading dock and outdoor library facilities.

Respondents to the RFP should mail or deliver one (1) unbound copy and four (4) bound copies and one (1) electronic copy via email of their Submittal, labeled “RFP # 2024-01 Submittal,” to:

Administration
PLACENTIA LIBRARY DISTRICT
411 E. Chapman Avenue
Placentia, CA 92870
Or
administration@placentialibrary.org

ALL RESPONSES ARE DUE BY 5:00 P.M. ON FRIDAY, JUNE 28, 2024. Oral, telegraphic, facsimile, and/or telephone submittals will not be accepted. Submittals received after this date and time will not be accepted.

Questions regarding this RFP may be directed to **Carlo Maskarino** at cmaskarino@placentialibrary.org and must be submitted by **5:00 P.M. ON WEDNESDAY, JUNE 26, 2024.**

Each submittal must conform and be responsive to the requirements set forth in this RFP. District reserves the right to waive any informalities or irregularities in received Submittals. Further, District reserves the right to reject any and all submittals and to negotiate contract terms with one or more Respondents for any portion of the services. District retains sole discretion to determine issues of compliance and to determine whether any Respondent is responsive, responsible, and qualified.

DATE	ACTION ITEM
Thursday, May 30, 2024	Release of RFP.
Wednesday, June 26, 2024	Last day to receive written questions from Respondents.
Wednesday, July 3, 2024	Last day for District to issue addenda to answer questions clarifications.
Wednesday, July 10, 2024	Deadline for Submittals in response to RFP.
July 15-22, 2024	Review proposals and make recommendations to Library Board of Trustees
Monday, July 22, 2024	Notice to selected Respondent(s) for contract award.
By December 31, 2024	Projected Completion Date

District reserves the right to change the dates on the schedule without prior notice.

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BACKGROUND:

Mission Statement: Placentia Library District inspires, opens minds, innovates, and connects our community

District Goals:

- Strengthen connections and expand community relationships.
- Provide equitable access.
- Adapt to community needs.
- Cultivate thriving collections of resources.
- Provide and promote relevant library services.
- Maintain fiscal responsibility and integrity.
- Support and empower staff.
- Provide an inviting, pleasant, and safe place to explore.

DISTRICT OVERVIEW

Primarily known as a bedroom community, the City of Placentia, which is nestled in northern Orange County, is a family-oriented community of approximately 51,000 residents. Placentia serves an area of approximately 6.7 square miles and has retained the small-town image that has remained since settlers arrived more than 100 years ago.

The Placentia Library District is an independent special district serving the residents of Placentia and surrounding communities. It is governed by a board of five trustees directly elected by the public. The district has been serving the community since 1919 and now provides a variety of services including a large physical and digital catalog, virtual and in-person library programs, literacy services, gathering space, public computer stations, passport processing, a library of things (LOTs), and learning opportunities.

The District is open seven days a week – Monday through Thursday, 9:00 a.m. – 8:00 p.m.; Friday and Saturday, 9:00 a.m. – 5:00 p.m.; Sunday 1:00 p.m. – 5:00 p.m.

GENERAL INFORMATION:

The Placentia Library District (District) is requesting proposals from qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide construction management services during pre-construction and construction activities on two projects - the loading dock and the outdoor library facility.

The firm to be awarded the construction management services contract shall be known as the “Consultant”, and shall be retained through the completion of the projects, including any contract time extensions. The Consultant shall provide one lead individual, the “Construction Manager” (CM) who shall assume overall responsibility for all construction management services, and who shall be available to report directly to the District’s designated “Project Manager” (PM). Construction management services may be performed by the CM or as a team approach consisting of highly-qualified and experienced individuals. It is the Consultant’s responsibility through this proposal process to describe how the Consultant will optimize the cost-effective and time-efficient use of firm personnel and sub-consultants.

The Consultant will provide construction management services related to the two projects. It is anticipated that construction management services will be **for a period of six (6) months**, but the term will be through completion of **both projects. The expected award date of this agreement will be July 24, 2024.**

PROJECT DESCRIPTION:

The loading dock project aims to improve the library’s existing loading dock by expanding the walkway ramp leading from the parking lot to the library building and installing new railing between the walkway ramp and loading dock area. As part of this project, a new book drop will be installed near the curbside of the parking lot. The rough order of magnitude (ROM) for the cost of construction is estimated to be \$63,269.00.

The outdoor library facility project involves constructing an outdoor library space intended to expand accessibility to library resources for patrons who prefer outdoor settings or face limitations in accessing the indoor library. A level-2 EV charging station will be included in this project where it will be installed for two existing parking spaces closest to the outdoor library facility. The ROM for the cost of construction is estimated to be \$959,229.00

SCOPE OF SERVICES:

The scope of services requested are described in Appendix “A” are intended to summarize the minimum scope of work needed. Each Consultant may modify the scope of services to be provided; however, all modifications shall be clearly identified in the Consultant’s proposal.

Any CM selected on this RFP process must be capable of providing full construction management services for all the projects based on the design plans created by our design firm, the IDS Group. Building permits can be pulled for both projects at Placentia City Hall located at **401 E. Chapman Ave, Placentia, CA 92870** where the District will cover the fees associated with the permits.

The firm(s) selected as the District’s CM shall assist the District in the preconstruction and construction phases of the projects.

FORM OF AGREEMENT:

Responders to the proposal (Respondent) must be capable of executing and performing the services in accordance with District's Form of Agreement for Construction Management Services (Agreement), which is distributed with this RFP as Appendix "B" and incorporated herein by this reference. Any proposed changes to the Agreement must be identified in Respondent's submittal; undisclosed change requests may not be entertained.

QUALIFIED POOL AND RECERTIFICATION:

District may use this RFP to maintain a pool of qualified Respondents for future consideration. Requests for recertification may be sent in District's sole discretion. Respondents who do not timely satisfy recertification requirements may be deleted from the prequalified pool, at sole discretion of District. Additional firms may be added to the pool, at District's sole discretion.

LIMITATIONS:

This RFP is neither a formal request for bids, nor an offer by District to contract with any party responding to this RFP. All decisions regarding selection will be made in the District's best interests. The contract award pursuant to this RFP, if at all, is at the District's sole discretion.

District makes no representation that participation in the RFP process will lead to a contract award or any consideration whatsoever. District shall in no event be responsible for the cost of preparing any submittal in response to this RFP.

Submittals and any other supporting materials submitted to District in response to this RFP will not be returned and will become the property of District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court (2006) 38 Cal.4th 1065*, submittals shall be held confidential by District and shall not be subject to disclosure under the California Public Records Act until after either: (1) District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) District has rejected all submittals. Furthermore, District will have no liability to Respondent or other party as a result of any public disclosure of any submittal.

FULL OPPORTUNITY:

District hereby affirmatively ensures that all Respondents including, without limitation, Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprise ("SLBE"), Small Emerging Local Business Enterprise ("SELBE") and Disabled Veterans Business Enterprise ("DVBE") firms, shall be afforded full opportunity to submit qualifications in response to this RFP and will not be discriminated against on the basis of actual or perceived race, color, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics in any consideration leading to the award of contract.

RESTRICTIONS ON LOBBYING AND CONTACTS:

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract with any member of District, its Board of Trustees, or selection members. Any such contact shall be grounds for the disqualification of Respondent. Notwithstanding the foregoing, Respondents may submit written questions on this RFP to the District's Project Manager by e -mailing the questions to: Carlo Maskarino, Business Manager, cmaskarino@placentialibrary.org. All written questions, and answers if any, will be made available to all potential Respondents to this RFP.

SUBMITTAL REQUIREMENTS:**A. Format**

Respondents to this RFP must comply with the following format requirements. Material must be in 8-1/2 x 11-inch format. Submittals shall be no more than twenty (25) single-sided pages. This page limitation excludes front/back covers, divider sheets/tabs, and allowed appendices. Submittals containing more than the authorized number of pages will not be considered.

Provide one (1) unbound copy and four (4) bound copies and one (1) electronic copy of the Submittal.

- The electronic copy will only be accepted via email in the following programs: Microsoft Office Suite or PDF.
- Electronic copy shall be emailed to administration@placentialibrary.org with appropriate subject line

B. Proposal Contents**1. Cover Letter**

Provide a letter of introduction signed by an authorized officer of Respondent. If Respondent is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.

Include in the cover letter all of the following:

- Brief description of why Respondent is well suited for, and can meet, District's needs.
- Identification of individual(s) who are authorized to speak for Respondent during the evaluation process.
- One (1) of the follow statements:

"[INSERT RESPONDENT'S NAME] received a copy of District's form of Agreement for [] Services ("Agreement") attached as Appendix B to the RFP. [INSERT RESPONDENT'S NAME] has reviewed the Agreement, including, without limitation, the indemnity provisions and insurance provisions. If given the opportunity to contract with District, [INSERT RESPONDENT'S NAME] has no objections to the use of the Agreement."

OR

"[INSERT RESPONDENT'S NAME] received a copy of District's form of Agreement for [] Services ("Agreement") attached as Appendix B to the RFP. [INSERT RESPONDENT'S NAME] has reviewed the Agreement, including, without limitation, the indemnity provisions and insurance provisions. If given the opportunity to contract with District, [INSERT RESPONDENT'S NAME] has objections to the use of the Agreement, all of which are identified in the Appendix to this Submittal."

- Certification that no official or employee of District, nor any business entity in which an official of District has an interest, has been employed or retained to solicit or assist in the

procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to District.

- Certification that no official or employee of Respondent has ever been convicted of an ethics violation.
- Evidence that Respondent is legally permitted to conduct business in the State of California and properly licensed (as applicable) for the scope of services.
- Above the signature(s) the following language: “*By virtue of submission, [INSERT RESPONDENT’S NAME] declares that all information provided in the Submittal is true and correct.*”

2. Business Information

- Company name.
- Address.
- Telephone.
- Fax.
- Website.
- Name and email of main contact.
- Federal Tax I.D. Number.
- License or Registration Number (if applicable).
- Type of organization (e.g., corporation, partnership, etc.). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- A brief description and history of Respondent, including number of years Respondent has been in business and date established under this name.
- Number of employees.
- Location of office where the bulk of services solicited will be performed.
- State of California certification of Small Business or Disabled Veteran Business Enterprise status, if any.

3. Relevant Qualifications

Describe your firm’s experience, expertise, and approach in the following areas:

- Technical capabilities for program planning, condition assessments, scheduling, budgeting, cost estimating review and reconciliation, document control, and public information websites. Detail your firm’s budgeting software and if District staff has the ability to access and maintain the system once established.

- Involvement in the planning, design, and construction process for library district projects or similar community facilities or educational facility projects, including installation of EV charging stations.
- Valuating/reporting on program status to staff, board, and the public.
- Flexibility in adapting to changing needs and priorities
- Quality control/assurance procedures, including ability to monitor consultants.
- Sustainability, including Energy Management/Conservation and "Green Buildings," Implementation Plans, Value Engineering, Modular Construction, Facility Design Standards and Master Specifications, and Technology Integration, Planning and Implementation, including data, public address systems, communication systems, and other low voltage systems used in libraries, local community/educational facilities, or similar facility projects.
- Identify established methods and approaches utilized by your firm to successfully meet completion deadlines, and provide examples demonstrating effective use of stated methods and approaches.
- Provide a statement of your firm's work plan including your firm's present workload and number of current projects, and where possible, projected workload for the coming year, which should include available staff.

4. Relevant Project Experience

Provide information about prior professional services furnished by your firm in the last ten (10) years on a minimum of three (3) library projects, community facilities, education facility projects, or similar projects and list the following for each project:

- District/State/Local government name and name of contact person, title, telephone number, and email address to be contacted for a reference.
- Project name and location.
- Beginning and end dates of project (i.e., Notice of Completion)
- Square footage.
- Main program elements.
- Original budget, bid amount & final amount at close-out.

- Number of RFIs and Change Orders (if any).
- Project delivery method utilized.
- Briefly state relevance of the project for consideration in this RFP.
- Specify role of firm or individual if work was not exclusively by the firm (e.g., joint venture, association).
- Key individuals of the firm involved and their roles in the project.
- Any sub-consultants that worked with the firm.

Identify any and all library districts or similar community facilities or education projects that have not been closed-out by any authority having jurisdiction and provide explanation.

5. Proposed Project Team

Identify key team members, including sub-consultants, and state their qualifications relevant to the scope of services and anticipated role in delivering the services. Describe their experiences each with public agency construction projects, including identifying the projects within the past ten (10) years.

District expects that the key team members shall remain intact through the duration of any contract. If a key team member must leave, District reserves the right to approve that key team member's replacement.

6. Project Approach

A summary of the Consultant's proposed approach to efficiently manage the project. The scope of work of this RFP should be addressed in the summary, but can also include other approaches, items or considerations that the Consultant considers to be warranted. The project approach should demonstrate a thorough understanding of the issues that may be anticipated during construction, how potential problems can be minimized and how the Consultant will address Quality Assurance throughout the project.

7. Project Schedule

Provide a tentative schedule on ability to provide the required services based on the projected completion date listed in the RFP. This response should describe Consultant's current workload and the availability of key personnel that will be assigned to this project. Schedule should include details the work phases to be completed, the tasks to be accomplished, the deliverables to be provided, and the schedule / timeline to complete the project, based upon the requested Scope of Work detailed in Appendix A of this RFP.

8. Litigation History

Provide a comprehensive five (5)-year summary of Respondent's litigation history (including arbitration and mediation) with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. A Submittal failing to provide the requested information on litigation history, will be considered non-responsive. If Respondent does not have any litigation history in requested period, state it in this section.

9. Fee Proposal (Separate Sealed Envelope)

Based on the anticipated scope of services, provide detailed fee information that will enable District to evaluate the reasonable of Respondent's pricing and, if selected, facilitate a fee negotiation. At a minimum, include proposed: hourly billing rates by position, staffing plan, and reimbursable schedule. Respondent's fee proposal shall be contained in a separate sealed envelope, which will be opened only after the most qualified firm is selected at which point in time the District will determine the reasonableness of Respondent's fees.

10. Appendix

- Key team member resumes.
- Identification and explanation of any and all objections to the form of Agreement.
- Other necessary information/content Proposer needs to include

SELECTION PROCESS:**A. Selection Criteria**

Each Submittal must be complete. Incomplete submittals may be considered nonresponsive and grounds for disqualification. District retains sole discretion to determine issues of compliance and to determine whether a Respondent is responsive, responsible, and qualified. District may elect to conduct interviews with some, none, or all of Respondents.

The criteria for evaluating Respondents may include, without limitation, the following:

- Overall responsiveness of the Submittal;
- Experience and performance history of Respondent with similar services;
- Experience and results of proposed personnel;
- Value of services;
- References from clients; and
- Technical capabilities and track record of use.

District will identify Respondent(s) that can provide the greatest overall benefit to District and may also identify Respondent(s) for inclusion in a qualified pool for consideration for future contracts.

B. District Investigations

District may perform investigations of Respondents that extend beyond contacting the references identified in the Submittal. District may request a Respondent submit additional information pertinent to the review process.

C. Interviews

District, at its sole discretion, may elect to interview one or more Respondents. If a Respondent is requested to come for an interview, the key proposed staff will be expected to attend the interview. **Any proposed changes to the form of Agreement attached hereto as Appendix B shall be provided with the Submittal and may be the subject of inquiry at the interview.**

D. Final Determination and Award

District reserves the right to contract with any entity responding to this RFP for all or any portion of the services described herein, to reject any Submittal as nonresponsive, and/or not to contract with any Respondent for the services described herein. District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. District reserves the right to contract with any person or firm not participating in this

process. District shall in no event be responsible for the cost of preparing any Submittal in response to this RFP, including any supporting materials.

Awarding of contract(s) is at sole discretion of District. District may, at its option, determine to award contract(s) only for portions of the scope of services identified herein. In such case, the successful Respondent(s) will be given the option not to agree to enter into the contract and District will retain the right to negotiate with any other Respondent selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, District will retain the right to enter into negotiations with any other Respondent to this RFP.

WE THANK YOU FOR YOUR INTEREST!

APPENDIX “A”**SCOPE OF SERVICES****Task 1: Preconstruction Services****TASK 1.1 Constructability Review of Bridging Documents**

The Construction Manager (CM) will be expected to review the project plan documents for each project and provide comments and recommended corrections for the plans and specifications.

TASK 1.2 Project Bid Documents

The CM will be expected to review and provide comments and corrections for the project bridging documents which will consist of the District’s build contract, basis of design and design plans and specifications. Any inconsistencies between the documents shall be identified.

TASK 1.3 Opinion of Probable Cost

The CM will be expected to review the estimate of probable construction costs prepared by bridging document architects to identify any recommended refinements or modifications that can be incorporated into the final solicitation documents to ensure that the projects can be constructed within the established budget. The review shall take into consideration area and quantity take-offs applied to labor and material cost, allowances for general conditions, insurance/tax/bond, contractor's overhead/profit, construction costs, and contingencies. Prior to final approval of bid documents, review the updated estimate to reflect any changes in cost resulting from design, materials, or quantity changes.

Task 2: Construction Services**TASK 2.1 Contract Administration/Management**

The CM shall be responsible for assisting the District’s PM with all aspects of Public Works contract compliance, change/claims negotiations and processing, and contract interpretations and enforcement.

The CM shall utilize the field offices provided by the Contractor. Furniture and basic office equipment shall be provided by the Contractor per the specifications.

The CM shall oversee, perform, and coordinate work included in the scope of services, as directed by the District. The CM shall: prepare reports, letters and memoranda; conduct project meetings; prepare meeting agendas and minutes; monitor and track the expiration of insurance requirements and obtain updated certificates from the Contractor; notify the District of significant problems and discrepancies; assist the District with interpreting drawings, specifications and reference standards; monitor construction activities and schedules; assist the District with resolving constructability problems; coordinate connections and operations; perform quality assurance inspections, prepare change orders (including cost estimating services); review and notify the Contractor of results; investigate claims; review the Contractor's Record Drawings periodically and concurrently with Contractor progress payments; prepare project punch lists; and coordinate commissioning and close out document submission.

TASK 2.2 Reports and Communications

The CM shall ensure that all relevant project communications are documented and promptly distributed to the District and applicable parties. All original project documents and final project reports shall be furnished to the District within 60 days following the District's determination of Substantial Completion.

The CM shall maintain field memoranda, transmittals, updated schedules, logs of shop drawings and other submittals, logs of RFI's, change orders, progress payment requests, progress meeting reports, daily inspection reports, dates of utility service interruptions, and all other project correspondence.

The CM shall prepare monthly progress reports and submit them to the District's PM inclusive of the following elements:

- a) Summary of the prior month's main accomplishments and current construction activities.
- b) Overall Contractor's conformance to contract schedule and quality requirements.
- c) Identification of key problems, action items, and issues. Recommendation for solutions.
- d) Summary of progress payments, proposal and final change orders, disputes, submittals, RFIs, and Notices of Noncompliance.
- e) Photographs of representative project activities printed and electronically stored.

TASK 2.3 Photo Documentation

The CM shall review the Contractor's videotape of preconstruction site conditions prior to any construction operation to confirm existing conditions within the limits of work, adjacent areas, and roads to document and clearly depict pre-existing conditions and prepare additional videotape and/or photographs to document site conditions as required to supplement the Contractor's videotape.

The CM shall take and share construction documentation photographs on a regular basis; maintain a digital photographic library of all significant construction activities available for review on at least a weekly basis; provide unique file names for photos with date and location information included; take additional photographs to document differing site conditions, change order and claim items, and any special or unique conditions as they arise.

TASK 2.4 Construction Progress Meetings

The CM shall schedule and conduct weekly construction progress meetings with the Contractor and the District; provide meeting agendas and discuss the schedule, near-term activities, clarifications and problems which need resolution and coordination with other Contractors; provide status of change orders, safety issues, etc.; prepare minutes of the meetings with identified action items; prepare and distribute the minutes to the attendees prior to scheduled meeting and include minutes in the monthly progress reports.

TASK 2.5 Shop Drawings and Submittal Reviews

Submittal review and approval are the responsibility of the project bridging document architect and the District's PM. The CM shall be responsible for processing and monitoring the status of all submittals. The CM shall provide cursory review of the Contractor's submittals for general conformance with the contract document requirements prior to sending the submittals to the bridging document architect and District's PM. Submittals of a general nature (General Provisions & District Requirements) are to be reviewed and processed by the CM. Review of the Contractor's construction schedule and monthly updates shall be the sole responsibility of the CM with input provided from the architect and District. The CM shall log, track, and monitor the bridging document architect and design build architect's roles regarding the review of shop drawings, calculations, data samples, submittals, warranties and manuals from the Contractor. Shop

drawings and submittals which significantly do not satisfy the project criterion shall be returned to the Contractor by the CM with comments for corrections and resubmittal. Exception reports, that identify outstanding submittals or reviews needed, shall be prepared periodically by the CM. Preliminary lists of initial submittal requirements shall be prepared by the CM and issued during the preconstruction phase.

TASK 2.6 Plans and Specifications Interpretation

The CM shall review and respond to Contractor RFIs if of a general nature. Technical RFIs shall be submitted to the bridging document architect and District for response. The CM shall maintain a log of RFIs and provide written clarification to the Contractor in a timely manner. Responses to requests for changes to the design require prior approval from the bridging document architect and District's PM. The CM shall obtain and maintain specification referenced standards including: local and regional specifications, codes, standards, publications, regulations, applicable permitting criteria from local, state, and federal agencies, standard drawings and specifications of the local agencies, and related documents, as referenced in the contract documents and as required to perform the work.

TASK 2.7 Construction Inspection Services

The CM will be responsible for the overall quality assurance of the project and work with District staff responsible for code compliance. Provide full time inspection to ensure that the Contractor's work is compliant with the bridging document project criterion. Prepare daily reports of the construction activities including weather conditions, Contractor's equipment and manpower, work performed, materials used, site visitors, delays in work and reasons for the delays, and deficiencies. Prepare daily reports of deviations and non-conformance to bridging document project criterion and provide a timely response. The CM shall coordinate and supervise, under subcontract, all special inspections at the job site as required of materials and workmanship, and discuss with the Contractor appropriate revisions to the methods and procedures used in performing the work. The special inspectors may not authorize extra work or approve of work that deviates from the bridging document project criterion. The CM will inspect materials as they arrive on site and verify that all materials and equipment meet project criteria requirements and are properly stored. The CM will inspect the site daily, including any site SWPPP measures, manage special inspectors, and coordinate with any geotechnical and material testing consultants, coordinate with any FF&E vendors and be responsible for the overall quality assurance for each project.

TASK 2.8 Progress Payments

The District will provide a format for monthly progress payments based on the Contractor's Proposal in the contract. The CM shall review project-related invoices and progress payments; submit all invoices to the District's PM with a recommendation stating the proper amount for payment. Invoices shall be separated by project (loading dock and outdoor library) for grant-funded related purposes. With the loading dock project, costs associated specially with the ramp and railing shall be invoiced separately from the rest of the loading dock project for grant-funded related purposes.

TASK 2.9 Contractor's Claims and Change Orders

In accordance with the City of Placentia's Standard Public Works Contract and General Provisions, the CM shall identify, prepare, log, and monitor all Contractor or District initiated claims, changes, extra work and change orders; assist the District's PM by working to negotiate all claims to an agreed Contractor/CM/District conclusion and submit potential change orders to the District for approval. The CM shall prepare a report providing statement of claim, extra work, or change; background leading to

issue; resolution alternatives; and resolution recommendation for action by the District; prepare written justification and independent cost estimates for each change order after negotiating costs with the Contractor; and prepare claims, extra work, and change orders that require design criteria modifications or clarifications, including revisions to the drawings, details, and specifications. The CM shall provide the lead role and support to the District in resolving claims and disputes. This shall include: written responses to Contractors and private parties, giving depositions, assisting with arbitration and litigation, serving as an expert witness, investigating claims for damages by private sources, design services for replacement of damaged work, and services made necessary by Contractor default.

TASK 3: Project Closeout

The CM shall prepare detailed project punch lists at closeout of the project. Upon correction of deficiencies, the CM shall schedule, coordinate, and conduct a final walk-through prior to the acceptance of work with the District and verify that work, testing, cleanup and demobilization is complete. Two working days after final walk-through, the CM shall check and submit final payment requests and review and certify that the Contractor's project record drawings and operation/maintenance manuals are complete and accurate.

APPENDIX "B"

CONSULTANT AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Consultant Agreement for Construction Management Services ("Agreement") is made and entered into as of the [] day of [], 202[] by and between Placentia Library District ("District") and [Name of Construction Management Company] ("Consultant" or "CM"), (together, "Parties").

WHEREAS, Government Code section 4526, authorizes District to contract with and employ any person(s) for the furnishing of construction project management services on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, District duly determined that it needs some or all of the services (collectively, "Services") to be provided pursuant to this Agreement; and

WHEREAS, Consultant is specially trained, experienced, and competent to perform the Services required by District, as needed on the basis set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

- 1. Services. Consultant shall provide construction management services as further described in Appendix "A," attached hereto and incorporated herein by this reference ("Services") and in accordance with District's request for proposals number 2024-01 (the "RFP") and Consultant's response thereto dated (insert date) (the "Proposal"), which are incorporated herein by this reference.
2. Term. Consultant shall commence providing services under this Agreement on [] 202[] and will diligently perform as required until project construction is completed.
3. Submittal of Documents. Consultant shall not commence the Services under this Agreement until Consultant has submitted and District has approved the documents, certificate(s) and affidavit(s), and endorsement(s) of insurance required as indicated below:

- Signed Agreement
Workers' Compensation Certification
Insurance Certificates and Endorsements
W-9 Form
Other: []

- 4. Compensation. District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed [WORDS] and 00/100 Dollars (\$XXXXX.00). District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within thirty (30) days after Consultant submits an invoice to District for Services actually

completed and after District's written approval of the Services, or the portion of the Services for which payment is to be made.

4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Appendix "C."** If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.

4.3. Invoicing will be separated by project, "loading dock" and "outdoor library." Within the loading dock project, the cost associated with the ramp and railing portion will be invoiced separately for grant-funded related purposes.

4.4. District may withhold or deduct from amounts otherwise due CM hereunder if CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured such failure of performance, less costs, damages or losses sustained by District resulting therefrom.

5. **Prevailing Wage.** Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws to the extent applicable to performance of Consultant under this Agreement. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.
8. **Independent Contractor.** Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
9. **Performance of Consultant Services.**

9.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. CM, its officers, agents, employees, subcontractors, Consultants and any persons or entities for whom CM is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. District's review, approval of, or payment for any of the Services required under this Agreement shall not be construed as assent that CM has complied, nor in any way relieve CM of compliance, with (i) the applicable standard of care, or (ii) applicable statutes, regulations, rules, guidelines and requirements...

9.2. **Due Diligence.** Consultant will investigate District facilities and review written materials District makes available to Consultant to understand fully the nature and extent of the District's facilities and the Project(s). Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

9.3. **Meetings.** Consultant and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

9.4. **CM's as District Representative:** CM will act as District's representative with the District's design firm and construction firm in rendering the Services and furnishing the work as described in **Appendix A**, commencing with the receipt of a written Notice to Proceed signed by District Representative.

9.5. **Coordination:** In the performance of CM's services under this Agreement, CM agrees that it will maintain coordination with District Project Manager as may be requested and desirable.

9.6. **District Approval.** The Services completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.

10. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

11. **Deliverables.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission.

12. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents. CM shall comply with these provisions within fifteen (15) days of District's written request to review and audit any or all of CM's Project-related records and information.

13. **Disputes.**

13.1. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.

14. **Termination.**

14.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Consultant's Services. Notice shall be deemed given when received by Consultant or no later than three (3) days after the day of mailing, whichever is sooner.

14.2. **With Cause by District.** If CM fails to perform CM's duties to District's satisfaction, or if CM fails to fulfill in a timely and professional manner CM's material obligations under this Agreement, or if CM violates any of the material terms or provisions of this Agreement, District shall have the right to terminate this Agreement for cause effective immediately upon District giving CM written notice thereof. Cause shall include, but not limited to:

14.2.1. Consultant's material violation of this Agreement; or

14.2.2. any Consultant act exposing District to liability to others for personal injury or property damage; or

14.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate. In the event of this termination, District may secure the required services from another Consultant and to the extent the expense, fees, and/or costs to District in doing so exceed the cost of providing the service pursuant to this Agreement, Consultant shall be liable to the District for such costs, in addition to any other damages the District may suffer due to Consultant's breach.

15. Indemnification.

15.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless District, its Board of Trustees, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, subcontractors, consultants, or agents during the performance of this Agreement. Consultant shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto. Should Consultant elect to defend the Indemnified Parties with a reservation of rights, District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties and to provide for its own defense. Consultant's obligations under this Article do not apply to Claims which arise out of the sole negligence or willful misconduct of the Indemnified Parties...

15.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 15.1 above. Consultant's obligation pursuant to this Article includes reimbursing the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 15.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.

15.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant from amounts owing to Consultant.

16. Insurance.

16.1. **Coverage.** Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

16.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

16.1.2. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

16.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus three (3) years thereafter.

16.2. **Proof of Carriage of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates and endorsements indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

- 16.2.1. A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”
- 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 16.2.3. An endorsement stating that District and its Board of Trustees, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that Consultant’s insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 16.2.4. All policies except the Professional Liability, Workers’ Compensation Insurance, and Employer’s Liability Insurance Policies shall be written on an occurrence form.
- 16.2.5. If CM normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, CM hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.
- 16.2.6. Upon District’s request, CM will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to District.

17. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant’s receipt of a written termination notice from District. If Consultant performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Consultant shall bear all costs arising therefrom.

18. **Certificates/Permits/Licenses/Registrations.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the furnishing of Services pursuant to this Agreement.
19. **COVID-19 Requirements.** For all workers on District property, CM shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, CM and CM's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.
20. **Anti-Discrimination.** The District's policy in connection with all work performed under District contracts is there to be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, Consultant agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).
21. **Priority of Documents.** To the extent there is a conflict between this Agreement and any attachments hereto or documents incorporated by reference, this Agreement shall control. In the event of a conflict as between other documents the order of priority shall be as follows: Appendix A, Appendix B, the RFP and the Proposal.
22. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
23. **Limitation of District Liability.**
- 23.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 23.2. CM hereby waives any and all claim(s) for recovery from District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. CM agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by CM's insurance company on District's behalf.
24. **Confidentiality.** Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or electronic transmission, addressed as follows:

District:

Placentia Library District
 411 E. Chapman Ave.
 Placentia, CA 92870

ATTN: _____

Email: _____

Consultant:

ATTN: _____

Email: _____

Any notice personally given or sent by electronic transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. **Integration/Entire Agreement of Parties.** This Agreement and any documents attached hereto or incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

27. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.

28. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

29. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

31. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

- 32. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.
- 33. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 34. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
- 35. **Incorporation of Recitals and Appendices.** The Recitals and each appendix attached hereto, the RFP and the Proposal are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 202__

Dated: _____, 202__

Placentia Library District

[Consultant Name]

Signed By: _____

Signed By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Approved as to form:

David DeBerry, District General Counsel



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees
FROM: Carlo Maskarino, Business Manager
SUBJECT: **Review Proposal(s) for the Café Space Remodel Project and Select Contractor to Provide Construction Services in the Amount Not to Exceed \$25,000.**
DATE: May 29, 2024

BACKGROUND

The Library received proposal(s) from general contractor companies to remodel the café space into a business center with the Pillar privacy booth as the center feature.

Attachment A is the quote and CMAS proposal from the Kya Group -- \$22,237.35

RECOMMENDATIONS

1. Award project to Kya Group for general contractor services to remodel the café space;
and
2. Approve project award by a roll call vote.



EMPLOYEE OWNED

PREPARED FOR

Carlo Maskarino

Placentia Library - Special District

7145281906

cmaskarino@placentialibrary.org

05/21/2024

Placentia Library - Bodhi Cafe -
Renovation

Project Number P-0100391

KYA CMAS (4-20-78-0089C)

Contact

Deanna Rey
1800 E. McFadden Ave.
Santa Ana, CA
deanna.rey@theyagroup.com

Pages 6

LICENSE 984827 (B, C15, D12, A, C20, C10, C33)

DIR # 1000003379



EMPLOYEE OWNED

Proposal: P-0100391
To: Placentia Library - Special District
411 East Chapman Avenue
Placentia, CA 92870

Date: 05/21/2024
Terms: Net30
KYA CMAS (4-20-78-0089C)

RA: Deanna Rey
RA Phone:
RA Email: deanna.rey@theyagroup.com
Site: Placentia Library - Special District
Address: 411 East Chapman Avenue
Placentia, CA 92870

Site Qualifications and General Scope of Work
Priced per KYA CMAS (4-20-78-0089C)

DIR # 100003379

[Empty rectangular box for site qualifications and general scope of work]

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials _____



EMPLOYEE OWNED

SCOPE OF WORK - PRICING

Agenda Item 32

Attachment A

Page 126

Placentia Library - Bodhi Cafe - Renovation	Quantity	U/M	Price	Value
DRYWALL SHEET - 5/8"	42	SF	\$19.60	\$823.20
WOOD STUD FRAME	20	LF	\$6.71	\$134.20
ELECTRICAL WIRING - LIGHTING	60	LF	\$34.01	\$2,040.60
UPGRADE WITH DESIGN WORK	500	SF	\$4.56	\$2,280.00
N152187 Event	252	SF	\$5.86	\$1,476.72
297038073 RollSmart	2	EA	\$339.62	\$679.24
CB60 6" COVE BASE	60	LF	\$2.37	\$142.20
CVADH COVE BASE ADHESIVE	2	EA	\$62.23	\$124.46
SUNDRIES SUNDRIES	4	EA	\$654.48	\$2,617.92
Carpenter Journeyman	64	HRS	\$128.25	\$8,208.00
Floor Covering Journeyman (So Cal)	16	HRS	\$100.09	\$1,601.44
Dumpster Service	1	EA	\$788.17	\$788.17
PWSUPPORTAEADD - Professional Services (Hourly Rate)	1	EA	\$1,321.20	\$1,321.20
			Total Price	\$22,237.35

Initials _____

*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number P-0100391



EMPLOYEE OWNED

CONDITIONS AND WARRANTY

1) Proposal:

The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services, LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services, LLC reserves the right to implement this surcharge when applicable.

Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services, LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

3) Standard Exclusions:

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment:

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services, LLC 1800 E. McFadden Ave., Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:

Manufacturing lead-time and delivery varies depending on the product purchased.

Initials _____

*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number P-0100391



9) Returned Product, Deposits and/ or Cancelled Order:

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.

Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.

COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).

The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:

To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials _____



15) Force Majeure: Impracticability:

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in CA, 92705 by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:

This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the
date executed by the Company:

KYA Services, LLC

Accepted by:

Signature:

Signature:

By: (Print)

By: (Print)

Title:

Title:

Date:

Date:

Initials _____

*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number P-0100391



Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

NON-MANDATORY

KYA Services, LLC

CMAS NUMBER:	4-20-78-0089C
SUPPLEMENT NUMBER:	5
CMAS TERM DATES:	02/26/2020 through 02/10/2025
EFFECTIVE DATE:	11/22/2023
CMAS CATEGORY:	Non-Information Technology Commodities
APPLICABLE CMAS TERMS & CONDITIONS:	March 1, 2023
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	47QSMA20D08P7
BASE SCHEDULE HOLDER:	KYA Services LLC
PROGRAM ANALYST	John Dickinson John.Dickinson@dgs.ca.gov

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, removal, disposal, preparation, installation, maintenance, and repair of park and playground equipment, commercial flooring, pre-engineered and prefabricated buildings and structures for storage solutions, hardware and tools, heating, ventilation, and air conditioning (HVAC), energy-efficient lighting, power distribution equipment, complete daycare, preschool and classroom solutions, and signs. (See page 4 through 10 for the job titles and restrictions applicable to this CMAS.)

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

The purpose of this supplement is to incorporate the following changes:

- 1) Update the “Available Products and/or Services” and “Excluded Products and/or Services” provisions.
- 2) Update the California Contractor's License Classes in the “Public Works (Installation Services Only)” provision.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions. Review these provisions carefully as they have changed.

Supplement 5 replaces the original CMAS and the previous supplements in their entirety.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory State Contract. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the State Contract User Instructions. Information regarding State Contracts can be obtained at the: [State Contracts Index Listing](#). This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer's or publisher's warranty or terms and conditions as shown in the base schedule are not applicable to this CMAS.

The services provided under this CMAS are only available in support of the products covered by this CMAS.

State agencies cannot use this CMAS to purchase products available through the California Prison Industry Authority (CALPIA) without a one-time exemption from CALPIA. Agencies may request an exemption at the [CALPIA website](#). A copy of the approved exemption must be kept with the purchase order in the procurement file for audit purposes.

CMAS RESTRICTION FOR CARPET PURCHASES

The Department of General Services' Office of Sustainability has determined that all carpet purchased by state agencies be made at the ANSI/NSF-140 Platinum level. The Governor's Executive Order B-18-12 Ordered that the State agencies purchase and use environmentally preferable products that have a lesser or reduced effect on human health and the environment. Carpet that is 3rd party certified to ANSI/NSF-140 Platinum level meets the requirement.

IMPORTANT NOTE TO ALL USERS OF THIS MULTIPLE AWARD SCHEDULE

A contract for the purchase and installation of carpet is a public works contract as defined in Section 1101 of the Public Contract Code and, as such, requires certain special conditions. Prior to placing an order against this multiple award schedule, read pages 26 through 35 entitled “Information Regarding the Purchase and Installation of Carpet and Other Floor Coverings” to ensure your agency understands the special conditions involving public works contracts. If your agency does not have staff with expertise involving public works contracts, it is recommended that you seek interagency assistance or consider not using this multiple award schedule.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

Agency non-compliance with the requirements may result in the loss of CMAS program delegated purchasing authority.

CMAS contractor non-compliance with the requirements may result in termination.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

CMAS PRODUCT & SERVICE CODES

Product & Service Codes listed below are for marketing purposes only. Review the base schedule for the products and/or services available.

Brand-Act Global
Brand-Bentley
Brand-Quick Crete
Brand-Tandus
Building-Prefab Structure-Medical
Floor Cov-Broadloom Carpet
Floor Cov-Hardwood
Floor Cov-Sport Flooring
Floor Cov-Synthetic Turf
Floor Cov-Vinyl Sheeting/Tile
Playground-Equip
Sport Surface-Synthetic Track

AVAILABLE PRODUCTS AND/OR SERVICES

This CMAS provides for the purchase, warranty, removal, disposal, preparation, installation, maintenance, and repair of park and playground equipment, commercial flooring, pre-engineered and prefabricated buildings and structures for storage solutions, hardware and tools, heating, ventilation, and air conditioning (HVAC), energy-efficient lighting, power distribution equipment, complete daycare, preschool and classroom solutions, and signs.

Only the following services are available within the scope of this CMAS:

Standard Floor Preparation (So Cal)
Standard Floor Preparation (Sac)
Standard Floor Preparation (Bay Area)
Excessive Floor Preparation (So Cal)
Excessive Floor Preparation (Sac)
Excessive Floor Preparation (Bay Area)
Field Repairs
Removal of Playground Equipment
Application of Playground Equipment
Standard Floor Prep
Furniture R&R
Toilet Removal
Turf Removal
Turf Application (Standard)
Turf Application (Non- Standard)
Concrete Curb
Natural Sod Removal
Poured-In-Place Removal
Poured-In-Place Application
Natural Sod Application

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

Poured-In-Place Repair
Aggregate Base Removal
Aggregate Base Application
Logo Application
Track Surface Repair
Track Surface Re-Top
Track Surface Complete Application
Track Surface Refresh
Structural Spray Black
Structural Spray Color
Base Mat w/ Structural Spray Black
Base Mat w/ Structural Spray Color
Polyurethane Sandwich System
Polyurethane Full Pour
Track Maintenance
Substrate Prep
Substrate Compaction
Trenching
Clear, Grub and Haul
Staking
Goal Post Application
Drainage Application
Application of Sports Pad
Application of Playground Pad
Application of Infill
Application of Headerboard
Removal of Existing Surface
Application of Rubber Playground Tiles
Standard Synthetic Turf Maintenance
Premium Synthetic Turf Maintenance
Application of Asphalt
Application of Concrete
Perimeter saw cut
Application of tree wells
Application of mulch
Application of decomposed granite
Application of irrigation
Perimeter pip removal
Asphalt saw cut
Application of sealer
Re-grading base
Application of ramp
Application of grout
Scarification
Application of seeded rock
Demo Glue Down Carpet / Carpet Tile
Demo Powerbond Carpet/ Vinyl Backed

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

Demo Carpet over Pad
Demo Sheet Vinyl
Demo VCT/LVT
Demo Rubber
Skim Coat
Grind Floor
Application of Carpet Tile
Application of Powerbond Carpet
Application of Carpet Over Pad
Lift Application of Carpet Tile
Application of Sheet Vinyl
Self Cove
Application of Linoleum
Heat Weld
Application of LVT
Application of VCT
Application of Rubber Tile
4" Rubber Base
6" Rubber Base
Vinyl Transition Strips
Moisture Test
Outside Corner Installation
Removal of Degraded Seal Coats
Application of Moisture Barrier
Demo Ceramic Tile
Application of HVT
Expediting Service
Application of Self- Level Compound
Application of Ceiling Tiles
Surface Preparation for Finish
Application of Lamp Lens
Application of Retrofit LED Kit
Application of Tackboard
Application of Sound Wall
Application of Thermostats
Dumpster Service
Demo Existing Wood Flooring < 5,000sf
Demo Existing Wood Flooring > 5,000sf
Install Wood Flooring < 5,000sf
Install Wood Flooring > 5,000sf
Install Wood Subfloor < 5,000sf
Install Wood Subfloor > 5,000sf
Install Visqueen Vapor Retarder
Shim Flooring < 5,000sf
Shim Flooring > 5,000sf
Slab infill < 5,000sf
Slab infill > 5,000sf

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

Install Threshold
Install Floor Lids
Install Vent Cove Base

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule.

Only the following job titles are available within the scope of this CMAS:

Floor Covering Journeyman (So Cal)
Floor Covering Level 1 (So Cal)
Floor Covering Level 2 (So Cal)
Floor Covering Level 3 (So Cal)
Floor Covering Level 4 (So Cal)
Floor Covering Level 5 (So Cal)
Floor Covering Level 6 (So Cal)
Floor Covering Level 7 (So Cal)
Floor Covering Level 8 (So Cal)
Floor Covering Journeyman (Bay Area)
Floor Covering Level 1 (Bay Area)
Floor Covering Level 2 (Bay Area)
Floor Covering Level 3 (Bay Area)
Floor Covering Level 4 (Bay Area)
Floor Covering Level 5 (Bay Area)
Floor Covering Level 6 (Bay Area)
Floor Covering Level 7 (Bay Area)
Floor Covering Level 8 (Bay Area)
Floor Covering Journeyman (Sac)
Floor Covering Level 1 (Sac)
Floor Covering Level 2 (Sac)
Floor Covering Level 3 (Sac)
Floor Covering Level 4 (Sac)
Floor Covering Level 5 (Sac)
Floor Covering Level 6 (Sac)
Floor Covering Level 7 (Sac)
Floor Covering Level 8 (Sac)
Carpenter Journeyman
HVAC Installer
HVAC Laborer
HVAC Technician
Site Assessment Coordinator
Tile Layer Journeyman

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

The ordering agency must verify the following current information about the job titles available in the base schedule at the General Services Administration (GSA) eLibrary:

- Description of the functional requirements
- Minimum education and experience requirements
- Maximum pricing allowed (lower pricing acceptable)

FIND BASE SCHEDULE PRICING

Once on the Contractor Information page for a specific GSA schedule, the pricelist can be found either in the Contractor Terms & Conditions (T&Cs)/Pricelist document or at GSA Advantage. The Contractor T&Cs/Pricelist document is provided by the contractor as a requirement of GSA and can be found under the Contractor T&Cs/Pricelist heading by clicking on the page icon.

If the contractor has products/services available for ordering on GSA Advantage, a 'GSA Advantage' icon will be displayed. By clicking this image link, this will execute a search against GSA Advantage. Depending on the category, whether product or service related, will return either:

- 1) If products, a listing of all products available for the contractor under this contract
- 2) If services, the same document provided under the column Contractor T&Cs/Pricelist by clicking View Contractor Information and then View Contractor Catalog.

EXCLUDED PRODUCTS AND/OR SERVICES

The following products and services are not available under this CMAS:

The purchase of Information Technology (IT) hardware
 Non-Information Technology consulting services
 Public works services for State Agencies
 Surveillance Systems
 Security and Detection Systems
 Physical Access Control Systems
 Complete Facilities Maintenance and Management
 Smart Buildings Systems Integrator
 Paint Custom Graphics/Letters
 Re-Paint Existing Game Lines
 Court Design Service
 Application of replica plants
 Application of cobble stone
 Application of woodchips
 Application of boulders
 Application of slurry
 Striping -asphalt
 Natural tree - small
 Natural tree - med
 Natural - large
 Application of natural plants
 Application of pavers

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

Specialty Equipment Service
 GMAX Testing Procedure
 Performance Testing Procedure
 HIC Testing Procedure
 Application of Interior Paint
 Application of Exterior Paint
 Field Surveyor Service
 Application of Window Treatment
 Storage Service
 Water Base Wood Floor Refinishing < 5000sf
 Water Base Wood Floor Refinishing > 5,000sf
 Oil Base Wood Floor Refinishing < 5000sf
 Oil Base Wood Floor Refinishing > 5,000sf
 Sand & Refinish Wood Flooring < 5,000sf
 Sand & Refinish Wood Flooring > 5,000sf
 Patch Wood Flooring < 5,000sf
 Patch Wood Flooring > 5,000sf
 Application of Additional Finish Coat
 Paint Basketball Court
 Paint Volleyball Court
 Paint Badminton Court
 Paint Pickleball Court
 Paint/Stain Floor
 Air Cooled Chiller Services – Annual Cost per Chiller
 Water Cooled Screw and Centrifugal Chiller Services – Annual Cost per Chiller
 Water Cooled Magnetic Bearing Chiller Services – Annual Cost per Chiller
 Heat Exchanger Services – Annual Cost per Heat Exchanger
 Air Compressor Services – Annual Cost per Air Compressor
 VFD's and Pump Services – Annual Cost per VFD and Pump
 Air – Water Separator Services – Annual Cost per Separator
 Electric Vehicle (EV) Charging Basic - 240 V - Up to 400A
 Electric Vehicle (EV) Charging Basic - 480 V - 400 to 2000A
 Electric Vehicle (EV) Charging Stations - Level II - 240V
 Electric Vehicle (EV) Charging Stations – Level III - 480V
 Energy Efficiency Assessment 1
 Energy Efficiency Assessment 2
 Energy Efficiency Assessment 3
 Roof Mount Solar Option #1
 Ground Mount Solar Option #2
 Solar Carport Option #3
 Flooring Project Manager
 Flooring Site Supervisor
 Flooring Project Coordinator
 Flooring Project Estimator
 Turf Project Manager
 Turf Site Supervisor
 Turf Project Coordinator

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Turf Project Estimator
 Rendering Coordinator
 Procurement Coordinator
 Submittals Coordinator
 Plumber/HVAC/Electrician
 General Laborer Journeyman
 General Laborer Material Handler Level 1
 Drywall Installer Journeyman
 Communications System Installer
 Plasterer Journeyman
 Quality Control Supervisor
 Safety Coordination Manager
 Construction Project Supervisor
 Project Specification Consultant
 Project Design Consultant
 Cement Mason Journeyman
 Drywall Lather Journeyman
 Operating Engineer Journeyman
 A/V Installer
 HVAC Project Manager
 Installer - Access Systems
 Technician - Access Systems
 Project Manager - Access Systems
 Project Engineer - Access Systems
 EV Installer
 EV Technician
 EV Project Manager
 EV Project Engineer
 Construction Laborer - Site Clean Up and Management
 Construction Laborer - Journeyman
 Construction Laborer - Skilled and Trained
 Construction Laborer - Apprentice
 Construction Laborer - Equipment Operator
 Order-Level Materials (OLM)

ISSUE PURCHASE ORDER TO

Agency purchase orders must be sent to the following:

**KYA Services, LLC
 1800 E McFadden Avenue
 Santa Ana, CA 92705-4708
 Attn: Lisa Chavez**

E-mail: lisa.chavez@thekyagroup.com

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Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

Contact: Lisa Chavez
Phone: (714) 659-6477
E-mail: lisa.chavez@theyagroup.com
Website: <https://www.theyagroup.com/>

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for non-IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at their website. The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at their website.

CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 102369022. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website.

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this CMAS is \$2,500.

CMAS PRICES

The maximum prices allowed for the products and/or services available are those set forth in the base schedule.

The ordering agency is encouraged to seek prices lower than those in the base schedule. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

PRICE DISCOUNTS

This CMAS contains dollar volume and prompt payment discounts. See the base schedule for the specific discount percentage.

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EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

DARFUR CONTRACTING ACT

This CMAS contractor has certified compliance with the Darfur Contracting Act, per PCC 10475. It is the agency’s responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

IRAN CERTIFICATION

This CMAS contractor has certified compliance with the Iran Contracting Act, per PCC 2001-2008. It is the agency’s responsibility to verify that the contractor has an Iran Contracting Act Certification on file.

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to PCC 2010 applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency’s responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

WARRANTY

For warranties, see the base schedule and the CMAS Warranty provision in the CMAS Terms and Conditions/General Provisions.

CMAS contractor personnel shall have the experience, education, and expertise as defined in the base schedule.

DELIVERY

As negotiated between agency and CMAS contractor and included in the purchase order.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

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SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Origin. Buying agency pays the freight charges.

State agencies shall follow the instructions below whenever the weight of the purchase is 100 lbs. or more and F.O.B. Destination, Freight Prepaid is not used. This requirement is not applicable to local government agencies.

All shipments will be made by ground transportation unless otherwise ordered on the purchase order.

Traffic Management Unit (TMU) approval is not required for any Leveraged Procurement Agreement negotiated by DGS; however, it is recommended that state agencies contact TMU for a freight weight comparison using the [Freight Analysis Worksheet](#) on the TMU website, under the "Forms" heading to ensure the state is getting the most reasonable shipping cost.

Note: If shipping charges for purchases weighing less than 100 lbs. appear to be excessive (e.g., \$500 for a 5 lb. package where the shipping charge is a percentage of the cost of the item being purchased), departments are encouraged to contact TMU for help to obtain more appropriate pricing. TMU contact information can be found at the [TMU website](#).

PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold, unless an exemption is granted by the Department of General Services (DGS) Purchasing Authority Unit (PAU). State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the [List of State Departments with Approved Purchasing Authority website](#).

HOW TO USE CMAS

State agencies must adhere to the requirements in the State Contracting Manual (SCM) Volume 2, Chapter 1600 and CMAS Ordering Instructions and Special Provisions when using CMAS.

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- A Work Order Authorization (WOA) may be used to document completion of pre-determined tasks, but only if the tasks are clearly defined in the SOW. The WOA may be used to approve release for the next phase of the agreement but cannot be used to identify any tasks other than the ones called out in the SOW. The WOA will be signed by all parties and may be submitted for progress payments under the award.

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- Projects can be performed on a Fixed Price Per Deliverable (FP/D). Fixed Price; FP/D: A defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specific fixed price, and delivered per a specific schedule. Note: When using FP/D the Statement of Work must describe in detail the particular project and the work that the selected Qualified Contractor will be required to perform.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website and select “Find a CMAS Contractor.”
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases. See SCM Volume 2, Section 1510 for Fair and Reason criteria.

Local agencies must follow their own procurement regulations. For more information see the [Local Agency packet](#) available online.

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AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes. This responsibility includes, but is not limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's best interests, obtaining required approvals, and documenting compliance with GC 19130.b(3) for outsourcing services.

It is the responsibility of each agency to consult with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order. If legal services are not available within your agency, DGS Office of Legal Services is available to provide services.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited. Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders per PCC 10329. Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited per State Administrative Manual (SAM) 4819.34.

This provision does not apply to local government agencies.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

a. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the Department of General Services (DGS), Procurement Division (PD) website, select Standard (STD) Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

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The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), the monthly cost (or other intermittent cost), and any other information pertinent to the services. The cost for each line item must be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

3. Multiple CMAS Agreements on a Single Purchase Order

State agencies wishing to include multiple CMAS agreements on a single FISCAL purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word "CMAS" in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the State agency's purchasing authority dollar threshold granted by DGS PAU.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number "3" and a non-IT CMAS begins with the number "4." The purchase order limits are different for these CMAS agreements.

4. Amendments to State Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

SCM, Volume 2, Section 1605 provides the following directions regarding amendments to all types of LPA purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were assessed and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless a Non-Competitively Bid is approved for those amendments.

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Amendments unique to Non-IT Services:

If the original contract permitted amendments, but did not specify the changes, (e.g., quantity or time), it may be amended. Per PCC 10335 (d)(1), a contract may only be amended once under this exemption. The time shall not exceed one year, or add not more than 30 percent of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the Non-Competitively Bid process must be followed.

CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies must first consider offers from small businesses that have established CMAS agreements (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (charged to customer agencies to support the CMAS program) for orders to California certified small business enterprises.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:
 - i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and

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- ii. Include the SB or DVBE certification number of each company listed and attach a copy of each certification; and
 - iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
 - iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a Commercially Useful Function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

WITHHOLD LANGUAGE (SB588)

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct \$10,000 from the final payment or the full payment if less than \$10,000.

PRODUCT SUBSTITUTIONS

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.

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NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For a Non-IT goods CMAS, see the CMAS Non-IT Commodities Terms and Conditions, Provision 69, Progress Payments.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

STATE AGENCY BUY RECYCLED CAMPAIGN

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form upon request by the state ordering agency.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

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PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for “the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind” in accordance with PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the DGS, [Real Estate Services Division \(RESA\) website](#) if you have questions about public works transactions.

Local Agency CMAS purchase orders may allow for public works installation only when it is in support of the products covered by this CMAS.

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and subcontractor licensing, prevailing wage rates, bonding, labor code requirements, etc. are adhered to by the prime contractor as well as any subcontractor during performance under the CMAS purchase order.

The bond amount for public works is not less than 100% of the purchase order price.

NOTE: In accordance with Labor Code (LC) 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency’s office and will be made available upon request. The prevailing wage rates are available from DIR at www.dir.ca.gov (select Statistics & Research).

Bonds: For guidelines, see CMAS, General Terms and Conditions, Public Works Requirements.

State Contractor’s License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should visit the [State Contractor’s License Board](#) website to verify that the Contractor’s License shown below is still active and in good standing.

The CMAS contractor’s California Contractor's License number is 984827. This is a Class C15 - Flooring And Floor Covering, B - General Building, C-61 / D12 - Synthetic Products, A - General Engineering, C20 - Warm-Air Heating, Ventilating and Air-Conditioning, and C10 - Electrical license that is valid through 06/30/2025.

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NOT SPECIFICALLY PRICED (NSP) ITEMS

Contractors must be authorized providers of the products and/or services they offer under the NSP Items provision.

Agency and contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.
4. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP products included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP products in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower. The total dollar value of all services included in a purchase order must not exceed the dollar value of the products. NSP may be used to cover labor for a "clean" install (typically new construction) or to prepare an "unclean" site for carpet installation. However, the total dollar value of ALL services (NSP services and line item services in the base contract) must not exceed the total product cost.
5. An NSP item included in an order issued against this CMAS is subject to all of the terms and conditions set forth in the CMAS.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this CMAS:

1. Items not intended for use in direct support of the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract is subordinate to a specifically priced printer and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer that is not otherwise specifically priced in the base contract is not subordinate to a specifically priced cable and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Any other item or class of items specifically excluded from the scope of this CMAS.
4. Public Works services NOT incidental to the overall project requirements.
5. Installation Services
6. Products or services the contractor is NOT factory authorized or otherwise certified or trained to provide.

The contractor is required to reject purchase orders containing NSP items that do not comply with the above requirements. The contractor will promptly notify the agency issuing the noncompliant order of its rejection and the reasons for its rejection.

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STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including Universities of California, California State Universities, K-12 schools, and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with its procurement policies and regulations.

PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding. See complete PCC 10298 language at the California Legislative Information website.

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding. See complete PCC 10299 language at the California Legislative Information website.

SELF-DELETING BASE SCHEDULE TERMS AND CONDITIONS

Instructions or terms and conditions that appear in the Special Items or other provisions of the base schedule and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation, Federal Information Resources Management Regulation, Federal Information Processing Standards, General Services Administration Regulation, or Federal Installment Payment Agreement shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions take precedence if there is a conflict between the terms and conditions of the contractor's base schedule, packaging, invoices, catalogs, brochures, technical data sheets, or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements; however, there is no guarantee that every requirement that pertains to all State processes has been included.

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PAYMENTS AND INVOICES

This CMAS contains prompt payment discounts. See the base schedule for the specific discount percentage.

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, GC 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Standard 204)

State Agencies must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

The incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

For more information on the incentive fees see the [CMAS Management Guide](#).

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number

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- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match, or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, i.e., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 through 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

The CMAS contractor does not accept the State of California credit card (VISA CAL-Card).

7. Leasing/Financing

California State Agencies should use the Golden State Financial Marketplace (GS SMart) program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMart program for financing and leasing according to PCC 14937. The minimum dollar amount for Local Government Agency financing and leasing is \$100,000.

8. Leasing

The State reserves the right to select the form of payment for all procurements, whether it is an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMart and/or Lease SMart). If payment is via the financial marketplace, the CMAS contractor will invoice the State and the State will approve the invoice. The selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State. Buyers may contact the GS SMart Unit via e-mail at SFM@dgs.ca.gov for further information.

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9. Maintenance Tax

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For agreements that provide for both maintenance services and consumable supply items (e.g., toner, developer, staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the taxable consumables for State accounting purposes.

OBTAINING COPY OF CMAS

A copy of this CMAS can be obtained at [Cal eProcure](#). Links to the CMAS terms and conditions and base schedule are available on the front page of this CMAS agreement.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base schedule rates. To streamline verification that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific location in the base schedule that include the required products, services, and prices. Once verified, agencies should save the information for their file documentation.

FEDERAL DEBARMENT

When federal funds are expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

AMERICANS WITH DISABILITY ACT

To view the [DGS Accessibility Policy](#), please visit the DGS website.

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Information Regarding the Purchase and Installation of Floor Coverings

A contract for the purchase and installation of carpet and other floor coverings is a public works contract as defined in Section 1101 of the Public Contract Code and, as such, requires certain special conditions.

A state agency **may not** contract for the installation of carpet in a building (a capital improvement to the building) that is **not owned** by the state. Carpet in leased facilities must be provided by the lessor and is accounted for in the lease agreement and rate. Users should contact the building manager and or the building owner when carpet is required.

A supplier or installer of carpet must be licensed by the State Contractors' Licensing Board with a C-15 Flooring and Floor Covering license which is current and in good standing. The supplier must provide the license number and expiration date for themselves and for all subcontractors providing installation services. This information shall be provided by the supplier on the "Contractors' License Requirements" form (see attached Sample A), which must be attached to each resulting carpet order. A subcontractor is defined as anyone who will perform work, labor, or render services in an amount in excess of one-half of one percent of the total order. Each subcontractor's business address and the portion of work that each will perform shall also be included on this form.

If the contract amount exceeds \$5,000 (labor/installation costs), the supplier must furnish a payment bond (Std. 807 - see attached Sample B) prior to the commencement of performance. The payment bond shall be in a sum not less than one hundred percent (100%) of the contract price. A blank copy of the Std. 807 form shall be provided to the supplier. In addition, the awarding agency must notify the contractor that the contract is subject to state contractor nondiscrimination and compliance requirements (see paragraph 42 of the CMAS Terms and Conditions).

The prevailing wage requirements apply and a list of prevailing wage rates must be available for inspection. It is the ordering agency's responsibility to provide a copy of the prevailing wage rates to the contractor. The prevailing wage rates are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or at (415) 703-4774.

Agencies should be aware that there are certain requirements that pertain to floor coverings included in the Americans with Disabilities Act of 1992 (ADA). Some of these requirements pertain to carpet pile height (not to exceed 1/2" in height), fastening exposed carpet edges to floor, and changes in floor level not to exceed 1/2" beveled. It is the responsibility of the agency to comply with these requirements. Detailed information relative to carpet installation and ADA requirements can be obtained from the State Architect, Access Compliance Unit, at (916) 445-7523.

Agencies should be aware that old flooring material (tiles, glues, cove base, etc.) may contain asbestos and could present significant problems in the removal of old flooring material and in the installation of new carpet. Users should determine the presence or absence of asbestos containing material in their existing flooring materials and act accordingly before placing orders for carpet.

It is strongly recommended that new carpet not be installed over existing carpet due to potential conflicts with the Americans with Disabilities Act, and various fire, health and safety codes.

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The moisture content of the slab over which the carpet is to be installed must be within the limits allowed by the carpet manufacturer and/or glue manufacturer. The testing of slab moisture content can be performed by either the agency ordering the carpet or by the carpet supplier.

The agency should provide for a site inspection prior to issuing an order for the carpet desired and should use a checklist similar to the one attached (see attached Sample C). Additions, changes, modifications to the checklist should be made as necessary. The agency should inspect and monitor the progress of the installation to prevent problems.

The prime responsibility for contract performance rests with the contract holder, who shall be the primary contact point for problem resolution. This contract is structured such that the user may purchase carpet only or carpet installed from the supplier. In no case is the supplier allowed to deny installation of the carpet selected by any user for any location. Installation services may not exceed an amount equal to the cost of the carpet and, when identified, will be paid for in the cost of the CMAS order. Typically, the price schedule will contain pricing for "clean floor" (new) installation only. However, agencies may use the Not Specifically Priced (NSP) provision for "unclean floor" installation services, as well as products. The total dollar value of all installation services, on clean and/or unclean surfaces, using line item and/or NSP pricing, must not exceed 50% of the order's total value.

The cost of installation and any ancillary supplies/services is not included in the base price of the carpet and may be obtained from the price schedule if listed, or can otherwise be included via the NSP provision.

It is incumbent upon the user to identify whether the costs for installation and other requirements are fair and equitable. The following chart is provided to give an approximation of the costs for installation in several typical state locations.

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ESTIMATED CARPET INSTALLATION COSTS

(NOTE: THESE ARE APPROXIMATIONS ONLY, NOT ACTUAL CONTRACT INSTALLATION PRICES. DOES NOT INCLUDE COST OF NEW CARPET.)

BASED ON WEEKDAY INSTALLATION, NORMAL WORKING HOURS, PREVAILING WAGE, NO UNIQUE CONDITIONS

Description Of Installation	Estimated Installation Cost (per square yard)
General Office Space New Construction Clean Floor Install New Carpet Direct Glue Down or Full Spread Release Adhesive Non-Patterned Carpet	Broadloom \$4.00 Modular (Tile) \$4.00
General Office Space No Furniture Moving Remove Old Direct Glue Carpet Install New Carpet Direct Glue Down or Full Spread Release Adhesive Non-Patterned Carpet	Broadloom \$5.00 Modular (Tile) \$5.00
General Office Space Moving of Conventional Furniture Remove Old Direct Glue Carpet Install New Carpet Direct Glue Down or Full Spread Release Adhesive Non-Patterned Carpet	Broadloom \$10.00 Modular (Tile) \$10.00
General Office Space Moving of Modular (Panels And Components) Furniture Remove Old Direct Glue Carpet Install New Broadloom Carpet Direct Glue Down Non-Patterned Carpet	Broadloom \$5.00 Plus \$300.00-\$400.00 <u>Per Workstation</u>
General Office Space Lifting of Modular (Panels And Components) Furniture Remove Old Direct Glue Carpet Install New Modular Carpet Full Spread Release Adhesive	Modular (Tile) \$11.00

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)

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CARPET TYPES FOR GIVEN AREAS (GENERAL GUIDELINE ONLY)

Area To Be Carpeted	Carpet Type
<p>General Office (Example: General State Offices with No Or Light To Medium Public Traffic)</p>	<p>26-28 Ounce Broadloom, Commercial Grade, Loop Pile, Nylon, Dupont Lumina or Legacy Or Basf 2000zx Yarn System. Installation by Direct Glue Down.</p> <p style="text-align: center;">Or</p> <p>26-28 Ounce Modular (Carpet Tile), Commercial Grade, Loop Pile, Nylon, Dupont Lumina or Legacy Or Basf 2000zx Yarn System. Installation With Full Spread Of Release Adhesive.</p>
<p>Executive Offices (Example: Director’s Office, Deputy Directors, Agency Personnel)</p>	<p>28-32 Ounce Broadloom, Commercial Grade, Tufted Graphics Design, Loop Pile, Nylon, Dupont Lumina or Legacy Or Basf 2000zx Yarn System. Installation by Direct Glue Down.</p> <p style="text-align: center;">Or</p> <p>28-32 Ounce Modular (Carpet Tile), Commercial Grade, Tufted Graphics Design, Loop Pile, Nylon, Dupont Lumina or Legacy Or Basf 2000zx Yarn System. Installation With Full Spread Of Release Adhesive.</p>
<p>State Owned Residences</p>	<p>34 Ounce Broadloom, Tufted, Commercial Grade, Cut and Loop Pile. Yarn to Be Branded Nylon, Any Conventional Dye Method. Installation Stretch In Over 3/8 Inch, 100% Synthetic Carpet Cushion, 28 Ounce Per Square Yard Nominal, 6.2 Pound Per Cubic Foot, Meeting Astm E648 Class 1 Radiant Panel Test.</p>
<p>Temporary Buildings Including Mobile And Modular Facilities</p>	<p>20 Ounce Broadloom, Tufted, Commercial Grade, Loop Pile, Branded, Solution Dyed Nylon. Installation By Direct Glue Down.</p>
<p>Very High Traffic Areas (Example: Medium To Heavy Use Public Areas, Airports, College/University Food Service Areas, Dormitories)</p>	<p>20 Ounce Broadloom, Tufted, Structured Back, Commercial Grade, Nylon, Dupont Lumina or Legacy Or Basf 2000zx Yarn System. May Include High Density Urethane or Vinyl Chloride Pad Backing. Seams Should Be Capable of Sealing (Weld Together). Installation By Direct Glue Down</p>

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
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SAMPLE A

CONTRACTORS' LICENSE REQUIREMENTS

The work described in this order requires a valid California Contractor's License (C-15 Flooring and Floor Covering). If subcontractors are to be used, they must also possess valid State Contractors' Licenses appropriate to their scope of work, and they must be listed below.

Supplier's Contractor's License Number: _____

License Issued to Whom: _____

Class / Type of License: _____

Expiration Date of License: _____

Work to be Performed: _____

Subcontractor's Name and Address: _____

License Number: _____

Class / Type of License: _____

Expiration Date of License: _____

Work to be Performed: _____

WORKMEN'S COMPENSATION CERTIFICATION

The undersigned hereby certifies the following:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this order.

Signature of Supplier

Date

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**SAMPLE B
PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT
(Public Contract Code Sections 7103 and 10221)**

BOND Number: _____

The premium on this bond is _____ for the term _____

Know All Men By These Presents:

That The State of California, acting by and through the _____,
has awarded to _____ whose
address is _____ as Principle, a contract
for the work described as follows:

Project Title: _____

Project Location: _____

WHEREAS, the provisions of Public Contract Code Section 7103 and 10221 require that the
Principle file a bond in connection with said contract and this bond is executed and tendered in
accordance therewith.

NOW THEREFORE, Principle and _____, a Surety
Corporation organized under the laws of _____ and
authorized to transact a general surety business in the State of California, as Surety, are held
and firmly bound to the People of the State of California in the penal sum of
_____ (_____), for which payment we bind ourselves, our
heirs, executors, administrators, successors and assigns jointly and severally, firmly by these
presents.

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SAMPLE B

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principle or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principle and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall insure to the benefit of any persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Public Contract Code Sections 7103, 10221 and 10222, Chapter 5, Title 3, Part 6, Division 4 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.
6. This bond to become effective _____

(NAME OF SURETY)

(ADDRESS)

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in _____ on _____
(CITY AND STATE) (DATE)

(SIGNATURE OF ATTORNEY IN FACT) (PRINTED OR TYPED NAME OF ATTORNEY IN FACT)

STATE OF CALIFORNIA
STD. 807 (REV 2/14)

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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SAMPLE C

CARPET INSTALLATION REQUIREMENTS

Requirement	Items Required Yes	Items Required No	Performed By Vendor	Performed By Agency
Standard office furniture to be removed and replaced (excluding copiers, computers, personal items and plants). Vendor to provide all equipment and labor.				
Remove existing: carpet _____, pad _____, tile _____ Disposition: To State _____ Remove from State Premises _____				
Raise and reset monuments.				
Prepare floor and strip wax and other coatings and debris using commercial stripper. Follow stripper and carpet manufacturer's recommendations.				
Remove trim, rehang doors and replace doorstops (except metal doors to be trimmed by State.				
Inspection of floor preparation by Building Manager.				
Reducer strips (metal _____, plastic _____) to be installed in accordance with the manufacturer's recommendations and in accordance with approved broadloom seaming diagrams.				
Tack strips to be installed.				
Pad to be installed.				

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Requirement	Items Required Yes	Items Required No	Performed By Vendor	Performed By Agency
Cove base, rubber _____ or vinyl _____ Furnish and install _____ Color: brown _____, black _____ other _____ Size: 6" _____, 4" _____, 2" _____ other _____ Remove existing base _____ Trim cove on existing base _____ Other (explain) _____ _____				
All spots and smears of floor adhesives and seam cement to be removed.				
Remove all scraps and extraneous items from State premises upon completion of the installation and protect all adjacent areas from damage.				
Leave overage with Building Manager.				
Work to be performed on other than regular working hours. Nights _____ Weekends _____				
Floor duct covers, contact: Building Manager _____ Other _____				

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SAMPLE C (continued)

Carpet Installation Instructions Continued

COORDINATION AND INSPECTION OF WORK

_____ **Site Inspection:**

A job walk-through for the purpose of inspecting the installation site will be conducted on _____ at _____ at _____.
The walk-through inspection will be conducted by _____.
Failure to inspect the installation site in no way relieves the supplier from obligations as stated in this order.

_____ **Installation Coordination:**

(Name) _____ (Title) _____
at (Agency) _____, telephone (_____) _____
will be responsible for coordination of all installation work. Within 10 days after receipt of a purchase order, the supplier shall contact (Name) _____
to coordinate an acceptable installation schedule.

No installation work shall commence without the Building Manager's advance approval of the schedule.

_____ **Inspection of Installation Work:**

Check here if any deficiencies in materials and/or workmanship are noted during inspection of the work in progress. The agency will immediately notify the supplier of these problems.

_____ The supplier shall request an inspection after _____% of the work has been completed.

This inspection will be made jointly by the supplier and a designee of the agency.

_____ (Name) _____, (Title) _____,

will be responsible for performing initial, continuing, and final inspection of the installation work by the supplier.

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Yesenia Baltierra, Assistant Library Director

SUBJECT: **Review and Authorize the Library Director to Execute the E-Rate Agreement for Category 1 Internet Access/Telecommunications for the Placentia Library District Bookmobile, Internet Connections-Network Infrastructure Upgrade and Basic Maintenance at the Placentia Library District Projects through the E-Rate Program, with the District's Obligation at 40% of the total cost of each project.**

DATE: May 29, 2024

BACKGROUND

To maximize the e-Rate funding available to the District, our staff continues to work with E-rate Consultants from EdTechnology Funds. On behalf of the District, Ed Technology requested RFPs for projects identified as eligible for E-rate funding.

The three projects identified for this year were:

1. **Cradlepoint Hotspot, Power Backup, Installation, and 5G Service for the Bookmobile**
2. **Expansion of Network Infrastructure with PoE Switches, Larger Capacity Switches, Cabling, and Enhanced Power Management**
3. **Upgrading Server Room Switches for Enhanced Capacity and Performance**

1. Cradlepoint Hotspot Power Backup, Installation, and 5G Service for the Bookmobile

The integration of a Cradlepoint hotspot within the infrastructure of our new bookmobile is essential to facilitate seamless connectivity and enhance the overall user experience. This report elucidates the technical necessity and benefits of incorporating such a hotspot into the mobile library system.

- Connectivity Challenges
 - a. Remote Locations: Bookmobiles often operate in areas where traditional internet connectivity may be limited or unavailable.
 - b. Mobile Environment: The dynamic nature of a bookmobile, constantly moving from one location to another, presents challenges in maintaining a stable internet connection.
 - c. User Expectations: In today's digital age, patrons expect access to online resources and services, necessitating reliable internet connectivity onboard.
- Technical Need for Cradlepoint Hotspot

- a. **Robust Connectivity:** Cradlepoint hotspots utilize advanced cellular technology, providing reliable internet access even in remote or underserved areas.
 - b. **Failover Capabilities:** Cradlepoint devices offer seamless failover between different network sources, ensuring uninterrupted connectivity in case of network disruptions.
 - c. **Scalability:** The ability to support multiple devices concurrently makes Cradlepoint hotspots ideal for serving the diverse needs of patrons accessing the mobile library's digital resources.
 - d. **Security:** Cradlepoint's built-in security features, including VPN support and firewall capabilities, safeguard sensitive data transmitted over the network.
 - e. **Management and Monitoring:** Cradlepoint's cloud-based management platform allows for remote monitoring and configuration of the hotspot, simplifying maintenance and troubleshooting tasks.
- **User Experience Enhancements**
 - a. **Faster Access:** With high-speed internet provided by the Cradlepoint hotspot, patrons can browse online catalogs, access e-books, and conduct research without experiencing lag or buffering delays.
 - b. **Increased Engagement:** Reliable connectivity encourages patrons to spend more time onboard, engaging with both physical and digital resources offered by the mobile library.
 - c. **Community Outreach:** By offering internet access, the bookmobile becomes not only a repository of knowledge but also a hub for community engagement and digital literacy initiatives.
 - **Cost-effectiveness** despite the initial investment, integrating a Cradlepoint hotspot into the bookmobile proves cost-effective in the long run, considering the reduced maintenance costs associated with reliable connectivity and the potential for increased patronage and community impact.
 - **The inclusion of a Cradlepoint hotspot** within the new bookmobile addresses the technical challenges of providing reliable internet connectivity in remote and mobile environments. This enhancement not only elevates the user experience but also aligns with the mission of the mobile library to foster access to information and promote lifelong learning within the community.

2. Expansion of Network Infrastructure with PoE Switches, Larger Capacity Switches, Cabling, and Enhanced Power Management

As our organization continues to grow and evolve, it becomes imperative to upgrade and expand our network infrastructure to meet the increasing demands of modern business operations. This report delineates the need for incorporating Power over Ethernet (PoE) switches, larger capacity switches, and enhanced power management solutions to ensure scalability, reliability, and business continuity.

- Need for PoE Switches
 - a. Simplified Deployment: PoE switches facilitate the deployment of network devices, such as IP cameras, wireless access points, and VoIP phones, by eliminating the need for separate power sources.
 - b. Flexibility and Scalability: PoE technology allows for easy expansion of network devices without the constraints of power outlet availability, thereby streamlining network growth.
 - c. Cost Efficiency: Consolidating power and data transmission over a single Ethernet cable reduces installation costs and complexity, making PoE switches a cost-effective solution for network expansion.

- Larger Capacity Switches
 - a. Increased Port Density: Larger capacity switches with more ports accommodate the growing number of connected devices in our network infrastructure, ensuring seamless connectivity for all users.
 - b. Scalability: Scalable switches provide the flexibility to add more devices and users as our organization expands, future-proofing our network infrastructure investments.
 - c. Enhanced Performance: Higher capacity switches offer greater throughput and bandwidth, supporting bandwidth-intensive applications and facilitating smooth data flow across the network.

- PoE Budgets Expansion
 - a. Support for Power-Hungry Devices: As the number of PoE-powered devices increases, expanding the PoE budget ensures sufficient power delivery to support a diverse range of devices, including high-power devices like PTZ cameras and access points with multiple radios.
 - b. Flexibility in Device Selection: A higher PoE budget allows for the deployment of advanced PoE-enabled devices that enhance productivity and efficiency without compromising on power requirements.
 - c. Future-Proofing Infrastructure: Investing in a robust PoE budget anticipates the integration of emerging technologies and ensures compatibility with next-generation PoE standards.

- Power Management for Business Continuity
 - a. Battery Backups: Implementing uninterruptible power supplies (UPS) ensures continuous power supply to networking equipment during power disruptions, safeguarding against downtime and data loss.
 - b. Surge Protection: Surge protectors shield networking equipment from voltage spikes and transient surges, mitigating the risk of damage to expensive hardware components and prolonging equipment lifespan.
 - c. Business Continuity Planning: Integrating battery backups and surge protection into our network infrastructure aligns with business continuity strategies, minimizing the impact of power-related disruptions on operations and maintaining productivity. Damaged Cables Limit Speeds:

- Signal Degradation: Damage to cables can lead to signal degradation, causing data transmission errors and reducing network speeds.
- Interference: Damaged cables are more susceptible to electromagnetic interference, leading to signal disruptions and slower speeds.
- Bandwidth Constraints: Severely damaged cables may not be able to support the required bandwidth for high-speed internet connections, limiting the achievable speeds.
- Packet Loss: Cable damage can result in packet loss, where data packets fail to reach their destination, requiring retransmission and slowing down overall network performance.
- Inconsistent Connectivity: Intermittent connectivity issues due to damaged cables can lead to fluctuations in speed and reliability, affecting user experience.
- d. Need for Cat6 Lines:
 - Higher Bandwidth: Cat6 cables offer higher bandwidth compared to older cable types like Cat5e, enabling faster data transmission speeds.
 - Improved Signal Integrity: Cat6 cables are designed to minimize crosstalk and interference, ensuring better signal integrity and more reliable connections.
 - Future-Proofing: Investing in Cat6 lines future-proofs the network infrastructure, supporting the increasing bandwidth demands of modern applications and technologies.
 - Support for Gigabit Ethernet: Cat6 cables are capable of supporting Gigabit Ethernet speeds, facilitating faster data transfers within the local network.
 - Compatibility with High-Speed Internet: With the proliferation of high-speed internet connections, Cat6 cables provide the necessary infrastructure to fully utilize these speeds, optimizing internet performance for PCs, WiFi, and other network devices.
- Physical and Cyber Security
 - a. Protection Against Unauthorized Access: Securing physical access to network infrastructure prevents unauthorized individuals from tampering with or compromising critical networking equipment, such as switches, routers, and servers.
 - b. Prevention of Hardware Tampering: Physical access to network infrastructure provides opportunities for malicious actors to tamper with hardware components, install unauthorized devices, or implant malicious software, compromising the security and functionality of the network.
 - c. Compliance Requirements: Many regulatory standards and industry compliance frameworks, such as PCI DSS, HIPAA, and GDPR, mandate the implementation of physical security controls to protect sensitive data and ensure compliance with data protection regulations.
- The expansion of our network infrastructure to include PoE switches, larger capacity switches, and enhanced power management solutions is imperative to meet the growing demands of our organization. By investing in scalable and resilient network infrastructure, we ensure seamless connectivity, support future growth, and mitigate risks associated with power disruptions, thereby bolstering business continuity and resilience.

3. Upgrading Server Room Switches for Enhanced Capacity and Performance-

As our organization continues to expand and evolve, the demands placed on our network infrastructure have increased significantly. This report outlines the imperative need to upgrade our server room switches to larger equipment with more ports, higher Power over Ethernet (PoE) budgets, and additional bandwidth to accommodate the growing network requirements and ensure optimal performance.

- Current Infrastructure Challenges
 - a. Capacity Constraints: Our existing server room switches are nearing full capacity, limiting our ability to connect new devices and expand network capabilities.
 - b. PoE Supply Exhaustion: The proliferation of Wi-Fi access points, IP cameras, and other PoE-enabled peripherals has strained our current PoE budgets, leading to potential power supply issues and device connectivity issues.
 - c. Bandwidth Limitations: The increasing demand for high-speed data transfer and multimedia applications necessitates additional bandwidth to maintain network performance and user satisfaction.

- Need for Larger Equipment with More Ports
 - a. Scalability: Upgrading to switches with a higher port density enables us to connect more devices and accommodate future growth without the need for additional hardware investments.
 - b. Streamlined Network Expansion: Larger switches provide the flexibility to consolidate network connections, reducing cable clutter and simplifying network management processes.
 - c. Enhanced Connectivity: By deploying switches with more ports, we can support the growing number of devices accessing our network, including IoT devices, workstations, and servers.

- Requirement for Higher PoE Budgets
 - a. PoE-Enabled Device Proliferation: The deployment of Wi-Fi access points, IP phones, security cameras, and other PoE-enabled devices has surged, placing unprecedented demands on our PoE budgets.
 - b. Power Supply Assurance: Increasing the PoE budgets of our switches ensures that we can adequately power all PoE-enabled devices without compromising performance or risking power supply failures.
 - c. Support for Power-Hungry Devices: Upgrading to switches with higher PoE budgets accommodates the deployment of advanced PoE devices with greater power requirements, such as high-resolution IP cameras and multi-radio access points.

- Additional Bandwidth for Improved Performance

- a. Growing Data Traffic: The proliferation of multimedia content, cloud-based applications, and data-intensive workloads necessitates additional bandwidth to support seamless data transfer and user experience.
 - b. Reduced Latency: Enhanced bandwidth capacity reduces network congestion and latency, facilitating faster data transmission and responsiveness for time-sensitive applications.
 - c. Future-Proofing: By investing in switches with higher bandwidth capabilities, we ensure that our network infrastructure can adapt to evolving technology trends and accommodate future growth in data traffic and network demands.
- Upgrading our server room switches to larger equipment with more ports, higher PoE budgets, and additional bandwidth is essential to address the current limitations of our network infrastructure and support the growing demands of our organization. By investing in robust and scalable switches, we can enhance network connectivity, improve performance, and ensure seamless integration of new technologies, ultimately driving productivity and innovation across the organization.

After careful review, the following are the recommendations from the staff:

1. Move forward with [redacted] Midlepoint Hotspot, Power Backup, Installation, and 5G Service for the Bookmobile from Kajeet for a total impact of \$4,278.74.
2. Move forward with the Expansion of Network Infrastructure with Larger Capacity Switches, Cabling, and Enhanced Power Management from Gigakom for a total impact of \$11,754.64.
3. Move forward with Upgrading Server Room Switches for Enhanced Capacity and Performance from Gigakom for a total impact of \$4,541.76.
4. Authorize the Library Director to approve contract change orders up to 10% or \$1,2621.41.

Total District Impact: [redacted] to exceed \$20,411.31

Attachment A: Bookmobile Assessment Worksheet

Attachment B: Kajeet 5G Bookmobile Quote

Attachment C: Workroom Assessment Worksheet

Attachment D: Workroom PoE Switches & UPS Quotes

Attachment E: Workroom Cabling Quote

Attachment F: Server Room Assessment Worksheet

Attachment G: Server Room PoE Switches Quote

Attachment H: Total e-Rate Project Cost Chart

RECOMMENDATIONS

1. Authorize Kajeet to provide [redacted] Midlepoint Hotspot, Power Backup, Installation, and 5G Service for the Bookmobile in the amount of \$4,278.74.
2. Authorize Gigakom to provide Expansion of Network Infrastructure with Larger Capacity Switches, Cabling, and Enhanced Power Management in the amount of \$11,754.64 and upgrading Server Room Switches for Enhanced Capacity and Performance in the amount of \$4,541.76.
3. Authorize the Library Director to Execute the E-Rate Agreement as presented and approve contract change orders up to 10%.

E-Rate Discount 60%

E-RATE SERVICE A RFP WORKSHEET

Notes

* Percentage weights must add up to 100%. Price must be weighted the heaviest.
 ** Evaluated on a scale of 1 to 5; 1=Worst, 5=Best
 ***Weight x Raw Score out of 5

Placentia Library District is seeking proposals for Bookmobile service

VENDOR SCORING (Use additional sheets if necessary)

Selection Criteria	Weight*
Price:	#
Prior Experience:	#
Understanding of Needs:	#
Compatibility:	#
Completeness of Response:	#
	5%

Overall Ranking 100%

Kajjet 5G Bookmobile Service		
Raw Score**	Weighted Score***	
2	16%	
5	25%	
5	20%	
5	10%	
5	5%	

76%

ATT 5G Bookmobile Service		
Raw Score**	Weighted Score***	
4	32%	
5	25%	
4	16%	
2	4%	
5	5%	

82%

Two Trees 5G Bookmobile Service		
Raw Score**	Weighted Score***	
5	40%	
4	20%	
3	12%	
2	4%	
3	3%	

79%

Kajjet 5G Bookmobile Service/Equipment		
Raw Score**	Weighted Score***	
3	24%	
5	25%	
5	20%	
5	10%	
5	5%	

84%

Kajjet 5G Bookmobile Service	
Raw Score**	Weighted Score***
2	16%
5	25%
5	20%
5	10%
5	5%

76%

ATT 5G Bookmobile Service	
Raw Score**	Weighted Score***
4	32%
5	25%
4	16%
2	4%
5	5%

82%

Two Trees 5G Bookmobile Service	
Raw Score**	Weighted Score***
5	40%
4	20%
3	12%
2	4%
3	3%

79%

Kajjet 5G Bookmobile Service/Equipment	
Raw Score**	Weighted Score***
3	24%
5	25%
5	20%
5	10%
5	5%

84%

Two Trees 5G Bookmobile Service	
Raw Score**	Weighted Score***
5	40%
4	20%
3	12%
2	4%
3	3%

79%

Kajjet 5G Bookmobile Service/Equipment	
Raw Score**	Weighted Score***
3	24%
5	25%
5	20%
5	10%
5	5%

84%

Two Trees 5G Bookmobile Service	
Raw Score**	Weighted Score***
5	40%
4	20%
3	12%
2	4%
3	3%

79%

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Raw Score**	Weighted Score***
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5	5%

84%

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Raw Score**	Weighted Score***
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Raw Score**	Weighted Score***
3	24%
5	25%
5	20%
5	10%
5	5%



Placentia Library District
411 East Chapman Avenue
Placentia, CA 92870
626-296-6284
Attn: Karla Jenkins
kjenkins@edtechnologyfunds.com

Reference: 470# 240024709 For Bus WiFi
Kajeet SPIN: 143034849

Date: 3-13-24

- Kajeet SmartBus Wi-Fi Solution for school buses including Choice of carrier network with SmartSIM (remote switching of carrier).
- Network based embedded CIPA compliant filtering with custom filters assignable by time of day, route, and grade.
- Automatically disable connections outside of allowable student permitted access times.
- Web-based platform for real-time reporting of device and data usage, including daily ridership, signal quality.
- 24/7/365 technical support including students and drivers.
- Professional installation, self-installation and portable options available.
- Kajeet accepts SPI and BEAR invoicing methods.

CHOICE OF 2 SIMULTANEOUS CARRIER NETWORKS WITH SMARTSIM (REMOTE SWITCHING OF CARRIER)						
DESCRIPTION	SKU	UNIT	UNIT COST	QTY	TOTAL COST	NOTES
Cradlepoint R1900 - 3yr license	MBX3-1900-5GB-XE	Each	\$ 1,849.00	1	\$ 1,849.00	
SmartBus Dual-Modem Dock for R1900	MB-RX30-MC	Each	\$ 224.00	1	\$ 224.00	
SmartBus Secondary Modem 5G for IBR1700 or R1900	MB-MC400-5GB	Each	\$ 869.00	1	\$ 869.00	
SmartBus Hard Install Kit for IBR1700 or R1900 2 Carriers (roof antenna & wiring)	SBHARDMC	Each	\$ 359.00	1	\$ 359.00	
SmartBus Library Bookmobile 5GB Custom ATT/TMO/VZ/USCC (monthly plan)	SBLIB5GB	Month	\$ 24.95	24	\$ 598.80	1 bus 2 data plans x 36 months x \$24.95
SmartBus On-Site Installation - 5 bus minimum	SBINST	Each	\$ 1,745.00	1	\$ 1,745.00	Installation optional, self install guides available
			Sales Tax		\$ 288.84	
			TOTAL YEAR 1 COST		\$ 5,933.64	
Year 2 Cost						
SmartBus Library Bookmobile 5GB Custom ATT/TMO/VZ/USCC (monthly plan)	SBLIB5GB	Each	\$ 24.95	24	\$ 598.80	
Year 3 Cost						
SmartBus Library Bookmobile 5GB Custom ATT/TMO/VZ/USCC (monthly plan)	SBLIB5GB	Each	\$ 24.95	24	\$ 598.80	

Kajeet Contact:
Karen Beshak
kbeshak@kajeet.com
916-221-8124

E-rate RFP Assessment Worksheet

Placentia Library District
FY 2024 Project or Service
Description

E-RATE SERVICE A RFP WORKSHEET

Discount Percent 60%

Notes

* Percentage weights must add up to 100%. Price must be weighted the heaviest.
** Evaluated on a scale of 1 to 5; 1=Worst, 5=Best
***Weight x Raw Score out of 5

Placentia Library District is seeking proposals for Internal Connections

VENDOR SCORING (Use additional sheets if necessary)

Gigakom Internal Connection		
Selection Criteria	Raw Score**	Weighted Score***
Price:	5	40%
Compatibility with Existing Infrastructure	5	25%
Understanding of Needs, Experience and Qualifications	5	10%
Completeness of Response	5	20%
	5	5%

Selection Criteria	Weight#
Price:	40%
Compatibility with Existing Infrastructure	25%
Understanding of Needs, Experience and Qualifications	10%
Completeness of Response	20%
	5%

Overall Ranking

100%

100%

Internal Connections Total Cost	#	#	Weighted Score***
Total Ineligible		0.00	
Total Budget		\$102,600.00	
Total Overbudget		\$0.00	
Total Eligible		\$30,649.02	
USAC Portion (60%)		\$18,389.41	
Placentia Library District Portion (40%) + Ineligibles+Overbudget		\$12,259.61	
Contract Term			

Service Provider Selected: Gigakom
Reason Vendor selected: Only Bid

Signature: 
Approved By (Print): Jeanette Contreras
Title: Library Director
Date: 27-Mar-24

Bid Assessment Comments, If needed

Only Bid received



9245 Activity Road, Ste 105
San Diego, CA 92126

Customer Placentia Library District

QUOTE

Date 3/21/2024

Quote # E2024 - R111555D - SWITCHES-FIREWALL
UPS-COMPONENTS

School Site	Product SKU #	Mfr	Product Description	E Rate Eligible	E Rate Ineligible	QTY	Price	Extended	Tax Amount	Total
Placentia Library District	E3248PXE-ON	DELL	Placentia Library District-Dell E3248PXE-ON Switch	100	0	1	\$16,094.26	\$ 16,094.26	\$1,408.25	\$ 17,502.51
Placentia Library District	SMT-1500RM1UC	APC	Placentia Library District-1500VA UPS	100	0	1	\$984.21	\$ 984.21	\$86.12	\$ 1,070.33
Placentia Library District	VWMSD-4RU-42-B	ORTRONICS	Placentia Library District-Vertical Wall Mount Rack Placentia Library District-This quote includes installation and initial configuration of the following: (1) 48 Port Switch(es) (1) Standard 2U UPS or UPS Batteries (1) 5U to 24U Wall Mount Cabinet(s)	100	0	1	\$812.70	\$ 812.70	\$71.11	\$ 883.81
Placentia Library District	Installation & Configuration	GigakOM		100	0	1	\$551.82	\$ 551.82	\$0.00	\$ 551.82
							Line Items Total	\$18,442.99	\$1,565.48	\$20,008.47
							Shipping (as applicable)			\$17.26
							Grand Total			\$20,025.73

THANK YOU FOR YOUR BUSINESS

GigakOM Business Information
SPIN: 143027209, FCC # 0011991395, Certified Small Business - Micro # 40936, DIR Registration: 1000003984
GigakOM Job Site Terms & Conditions

- All areas of Hand holes/ maintenance holes and conduit pathways must be provided and accessible at time of work.
- Work shall be performed during normal business hours unless specified in the contact SOW. Additional charges for after hour/holiday work might apply
- Parking on site shall be provided by the client at no cost to GigakOM.
- Client will provide free and clear access to all working areas.
- An onsite contact and access must be provided to GigakOM prior to job site arrival.
- Any down time resulting from the lack of access or client-required information, equipment is not the responsibility of GigakOM and is billable.
- A \$250 fee will be billed to client for missed appointments, or site not ready for installation. Also, \$150 will be billed for additional dispatch.

GigakOM Terms and Conditions, Billing and SLA: <http://bit.ly/GIGAKOM-TCandSLA>

--ANY WORK NOT INCLUDED IN THIS ESTIMATE WILL BE BILLED AS TIME AND MATERIAL, INCLUDING ANY ADDITIONAL LABOR OUTSIDE OF SERVICES SPECIFIED ABOVE, CONSULTING, ETC. Please refer to GigakOM Terms and Conditions, Billing, and SLA for rates. PLEASE WORK WITH YOU ACCOUNT MANAGER ON CHANGES.

The price set forth above is a good faith estimate based on the information received through the date of this Estimate and may change based on updated information. Any price changes shall be communicated to the customer through a revised Estimate.

This Estimate is valid for 30 days from the day of issue (except for erate deals). Any changes to quantities and equipment specified may result in an increase in pricing.

GigakOM WILL BILL IN PROGRESS INVOICES: HARDWARE AND SOFTWARE WILL BE BILLED UPON ARRIVAL on the customer site or at GigakOM, whichever occurs first. Services/labor will be billed in milestones, the initial milestone will be billed at project commencement to begin.

Shipping charges may apply to all orders. Shipping Charges are estimates and will be billed at the actual amount if higher.

Payment Details: Past due amounts subject to finance charges.* Customer shall reimburse all costs incurred in collecting past due amounts* * See GigakOM Standard Terms and Conditions.

For Clients that utilize USAC SLD funding, GigakOM will, based on the agreement, invoice SLD for discounted portion. In case SLD denies payment or SLD does not pay within 90 days, the Client will be responsible for the full amount. Thank you for your business



9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer Placentia Library Distric

Date 3/21/2024

Description of services

#01 Scope of Work: (18) CAT6A Riser Indoor cable drops for a single site. (2) 24p patch panels, (18) Jacks, face plates and patch cables are included.

All prices quoted are valid for 30 business days and may be subject to revision due to manufacturer pricing changes that are out of our control. Due to current market conditions, we are experiencing higher than normal fluctuations in pricing and extended lead times.

#02 GigaKOM continues to work with our manufacturer/distribution partners to ensure we are delivering the best products, services and pricing to our customers.

#03 GIGAKOM STANDARD TERMS AND CONDITIONS APPLY

Unless listed explicitly included in the associated GigaKOM quote, the following items are hereby excluded in the proposed work: trenching, direct-burial, new conduit, aerial cabling of any kind, core-drilling, installation of access points over 15' high, installation or modification of AC voltage cabling demolition and removal of existing cable, demolition, modification, or removal of existing cabinets, removal of existing electronics, testing and/or certification of existing cable systems, pre-installation RF heat maps, lift rentals, replacement of existing patch cables, and deployment of any end-user devices.

#05 This cabling DOES NOT include IDF cabinet/Rack

#06 This cabling quote includes 18 total patch cords

#07 Due to the uncertainties, GigaKOM may or may not use subcontractor for this work. If used, district will be notified of the subcontractor name before execution and all subcontractors will be DIR registered

#08 GigaKOM, as a standard business practice, recommends a project contingency amount of \$1,262.41
this amount is NOT included in the price on this quote

#09 Pricing is based on regular-hours access (7:00am to 4:00pm weekdays) unless listed. Any shift changes (weekend/holiday) requirements will be subject to an uplift charge.

Grand Total \$9,360.88

THANK YOU

For any questions or inquiries regarding this quote, please contact
Andrew Ross, 858-769-5411, Andrewross@gigakom.com

E-rate RFP Assessment Worksheet

Placentia Library District
FY 2024 Basic maintenance
of internal connections

E-rate Discount 60%

E-RATE SERVICE A RFP WORKSHEET

Notes

- * Percentage weights must add up to 100%. Price must be weighted the heaviest.
- ** Evaluated on a scale of 1 to 5; 1=Worst, 5=Best
- ***Weight x Raw Score out of 5

Placentia Library District is seeking proposals for Basic maintenance of internal connections to the network infrastructure at 1 site.

VENDOR SCORING (Use additional sheets if necessary)

Selection Criteria	Weight*	Gigalom - BMIC Service		Anvilworks - BMIC Service	
		Raw Score**	Weighted Score***	Raw Score**	Weighted Score***
Price	#	5	40%	1	8%
Experience and Qualifications	#	5	20%		0%
Understanding of Needs	#	5	10%		0%
Compatibility w/Infrastructure	#	5	25%		0%
Completeness of Response	#	5	5%	1	1%
Overall Ranking	100%		100%		9%

Gigalom - BMIC Service		Anvilworks - BMIC Service	
ANNUAL MRC Total	\$21,757.72	ANNUAL MRC Total	\$23,647.18
MRC Ineligible	\$0.00	MRC Ineligible	\$6,147.35
Total Budget	\$79,737.54	Total Budget	#VALUE!
Total Overbudget	\$0.00	Total Overbudget	\$0.00
MRC Eligible	\$21,757.72	MRC Eligible	\$17,499.83
USAC ANNUAL Portion of Recurring Fees 60%	\$13,054.63	USAC ANNUAL Portion of Recurring Fees (Disc%)	\$10,499.90
ANNUAL Portion of Recurring Fees (40%)	\$8,703.09	ANNUAL Portion of Recurring Fees (Client%)	\$13,147.28
ONE Time Total Cost	\$0.00	ONE Time Total Cost	\$0.00
ONE Time Fees Ineligible	\$0.00	ONE Time Fees Ineligible	\$6,147.35
ONE Time Fees Eligible	\$0.00	ONE Time Fees Eligible	-\$6,147.35
USAC Portion ONE Time Fees (60%)	\$0.00	USAC Portion ONE Time Fees (Disc%)	-\$3,688.41
Placentia Library District Portion ONE Time Fees (40%)	\$0.00	Placentia Library District Portion ONE Time Fees (Client%)	\$3,688.41
TOTAL USAC (60%)	\$13,054.63	TOTAL USAC 60%	\$6,811.49
TOTAL Placentia Library District 40%+Ineligibles	\$8,703.09	TOTAL Placentia Library District (40%+Ineligibles	\$16,835.69

Gigalom - BMIC Service		Anvilworks - BMIC Service	
Contract Term		Contract Term	

Service Provider Selection: Gigalom
Signature: *Jeanette Contreras*
Approved By (Print): Jeanette Contreras
Title: Library Director
Date: 27-Mar-24

Bid Assessment Comments, if needed
Anvil works include ineligibles in the amount of \$6,17.35



9245 Activity Road, Ste 105
San Diego, CA 92126

Customer Placentia Library District

QUOTE

Date 4/23/2024
Quote # E2024 - R111555C - SWITCHES-FIREWALL-WAP

Option 1 - Preferred Dell/Sonic Wall Equipment

School Site	Product SKU #	Mfr	Product Description	E Rate Eligible	E Rate Ineligible	Qty	Price	Extended	Tax Amount	Total
Placentia Library District	03-SSC-0724	Sonic Wall	Global site-SonicWall SonicWave 621 Wireless Access Point With Advanced Secure Wireless Network Management and Support 3YR (Multi-GIGABIT 802.3AT POE+) - 03-SSC-0724	100	0	2	\$651.42	\$ 1,302.84	\$0.00	\$ 1,302.84
Placentia Library District	01-SSC-1731	Sonic Wall	Global site-01-SSC-1731 SonicWall NSA 4600 Secure Upgrade Plus - Advanced Edition 3yr	100	0	1	\$6,281.35	\$ 6,281.35	\$0.00	\$ 6,281.35
Placentia Library District	01-SSC-2502	Sonic Wall	Global site-SonicWall SonicWave 4320 Wireless Access Point with 24X7 Support - 3 Year - Multi-Gig 802.3at POE+ - 01-SSC-2502	100	0	2	\$1,409.56	\$ 2,819.12	\$0.00	\$ 2,819.12
Placentia Library District	210-BFGP	Dell Enterprise	DELL SUBSTITUTE - separated per part-PowerSwitch E3248P-ON, 48X1G RJ-45 30W PoE, 4x10G SFP+, 2x100G QSFP28, 1xAC PSU, IO/PS	100	0	2	\$5,220.42	\$ 10,440.84	\$913.57	\$ 11,354.41
Line Items Total										\$21,757.72
Shipping (as applicable)										\$0.00
Grand Total										\$21,757.72 \$11,354.41

THANK YOU FOR YOUR BUSINESS

GigakOM Business Information
SPIN: 143027209, FCC # 0011991395, Certified Small Business - Micro # 40936, DIR Registration: 1000003984

GigakOM Job Site Terms & Conditions

- All areas of hand holes/ maintenance holes and conduit pathways must be provided and accessible at time of work.
- Work shall be performed during normal business hours unless specified in the contact SOW. Additional charges for after hour/holiday work might apply.
- Parking on site shall be provided by the client at no cost to GigakOM.
- Client will provide free and clear access to all working areas.
- An onsite contact and access must be provided to GigakOM prior to job site arrival.
- Any down time resulting from the lack of access or client-required information, equipment is not the responsibility of GigakOM and is billable.
- A \$250 fee will be billed to client for missed appointments, or site not ready for installation. Also, \$150 will be billed for additional dispatch.

GigakOM Terms and Conditions, Billing and SLA: <http://bit.ly/GIGAKOM-TCandSLA>

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The price set forth above is a good faith estimate based on the information received through the date of this Estimate and may change based on updated information. Any price changes shall be communicated to the customer through a revised Estimate.

This Estimate is valid for 30 days from the day of issue (except for erate deals). Any changes to quantities and equipment specified may result in an increase in pricing.

GigakOM WILL BILL IN PROGRESS INVOICES: HARDWARE AND SOFTWARE WILL BE BILLED UPON ARRIVAL on the customer site or at GigakOM, whichever occurs first. Services/labor will be billed in milestones, the initial milestone will be billed at

Shipping charges may apply to all orders. Shipping Charges are estimates and will be billed at the actual amount if higher.

Payment Details Past due amounts subject to finance charges* Customer shall reimburse all costs incurred in collecting past due amounts* *See GigakOM Standard Terms and Conditions.

For Clients that utilize USAC SLD funding, GigakOM will, based on the agreement, invoice SLD for discounted portion. In case SLD denies payment or SLD does not pay within 90 days, the Client will be responsible for the full amount. Thank you for your business

Total e-Rate Project Cost Chart

Projects	Bookmobile	Workroom	Server Room
Total Project Cost	\$ 7,131.24	\$ 29,386.61	\$ 11,354.41
eRate Funding (60%)	\$ 4,278.74	\$ 17,631.97	\$ 6,812.65
PLD Portion (40%)	\$ 2,852.50	\$ 11,754.64	\$ 4,541.76
Contingency	\$ -	\$ 1,262.41	\$ -

Total Project Cost	\$ 47,872.26
Total eRate Funding (60%)	\$ 28,723.36
Total PLD Portion (40%)	\$ 19,148.90
Contingency	\$ 1,262.41

PLD Total Portion + Contingency	\$ 20,411.31
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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: **Joint-Use Committee Updates from President Carline**

DATE: May 29, 2024

BACKGROUND

President Carline will provide an update on the Joint-Use Committee meeting.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Roundtable Women's Club Updates from Secretary Dahl

DATE: May 29, 2024

BACKGROUND

Secretary Dahl will provide an update from the Roundtable Women's Club.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees
FROM: Jeanette Contreras, Library Director
SUBJECT: LAFCO Updates from Trustee Beverage
DATE: May 29, 2024

BACKGROUND

Trustee Beverage will provide an update on LAFCO activities.

Attachment A is LAFCO 2024-25 Approved Budget



Orange County Local Agency Formation Commission
Fiscal Year 2024-25 Budget
(Approved May 8, 2024)

		FY 24/25 Approved Budget
<i>Apportionment Increase Factor (%)</i>		<i>12.0%</i>
1	Revenue & Cash Reserves Use / (Addition)	
2	Cash Reserves Use / (Addition)	\$ 240,340
3	4000 LAFCO Apportionment	1,581,320
4	4200 Interest	38,390
5	Total Revenue & Cash Reserves Use / (Addition)	1,860,050
6	Expense	
7	Salaries & Benefits	
8	5000 Salaries	657,300
9	5010 Hourly Employees	20,800
10	5106 Retirement	265,900
11	5109 Retiree Health Benefits	22,000
12	5108 Health Insurance	88,900
13	5110 Dental Insurance	11,600
14	5112 Life Insurance	420
15	5118 Unemployment Insurance	200
16	5119 Health Reimbursement Arrangement	7,800
17	5102 Optional Benefit Plan	18,500
18	5104 Deferred Compensation	19,000
19	5116 Medicare	10,200
20	5114 Worker's Compensation	-
21	5120 Salary Continuance	1,650
22	5122 Accidental Death Insurance	120
23	5125 Executive Car Allowance	7,200
24	Salaries & Benefits Total	1,131,590
25	Operations, Prof. Services & Other	
26	Office Operations	
27	5150 Information Technology	21,600
28	5151 Internet & Electronic Services	20,500
29	5200 County Charges	12,000
30	5250 Insurance	15,760
31	5350 Membership/Subscriptions	40,400
32	5450 Office Equipment/Supplies	26,100
33	Professional Services	
34	5510 Legal	60,000
35	5520 Audit/Accounting	57,000
36	5530 Human Resources	35,000
37	5540 Other Professional	200,000
38	Other Expense	
39	5535 Mapping	4,000
40	5550 Investment Admin Fees	850
41	5600 Public Noticing / Communications	12,000
42	5610 Unincorporated Areas Program	11,000
43	5650 Rents/Improvements/Maintenance	115,000
44	5675 Equipment Leases & Maintenance	8,100
45	5700 Commissioner/Staff Expenses	5,000
46	5710 Commission Stipends & Taxes/Fees	16,450
47	5750 Professional Development	20,000
48	5800 Registration/Travel	35,300
49	5850 Commission Meeting Expenses	12,400
50	Operations, Prof. Services & Other Total	728,460
51	Total Expense	1,860,050
52	Net Budget	\$ -



Orange County Local Agency Formation Commission
Fiscal Year 2024-25 Budget
 (Approved May 8, 2024)

	FY 24/25 Approved Budget
Projected Cash Reserves	
Reserved Cash	
Contingency Reserve	\$ 100,000
Litigation Reserve	75,000
Unfunded Liability Reserve	30,000
Operating Reserve (25% Budgeted Expenses)	465,013
Total Reserved Cash	670,013
Unreserved Cash	
Balance at the Beginning of FY	514,377
Addition / (Drawdown) to Unreserved Cash	(240,340)
Total Unreserved Cash	274,037
Total Projected Cash Reserves	\$ 944,049

OC LAFCO FY 2024-25 BUDGET CATEGORIES

REVENUES

The following summarizes the revenue categories of the OC LAFCO Budget:

4000 OC LAFCO Apportionment

These funds are provided by the County, independent special districts and cities. The County pays 1/3 of the total apportionment cost. The cost allocation formulas for the cities and special districts are in accordance with the alternative formulas adopted by the City Selection Committee and the Independent Special Districts Selection Committee respectively.

4050 Filing Fees

These funds are provided by incoming project applications, including but not limited to annexations, reorganizations, incorporations, dissolutions, and consolidations. Filing fees vary with each project received and are not budgeted as revenue due to the uncertainty of when applications will be filed. Filing fees are collected to offset OC LAFCO salaries, benefits and other expenditures associated with applications.

4150 Miscellaneous Revenue

These funds are incurred by nonoperational income including but not limited to reimbursements.

4200 Interest

These funds are the interest earned from the agency's bank and County payroll accounts and investment portfolio, including the Local Agency Investment Fund (LAIF) and Orange County Fund (OC Fund).

EXPENDITURES

The following summarizes the expenditure categories of the OC LAFCO Budget:

5000-5125 Salaries and Benefits

These categories include costs incurred for OC LAFCO employee salaries and benefits, including retirement, life, accidental and disability insurance, health and dental insurance, and Medicare. OC LAFCO contracts with the County of Orange for payroll and benefit services.

5150 Information Technology

This category includes costs incurred for the technical support for regular maintenance and upgrades to the OC LAFCO computer systems and website. OC LAFCO contracts with independent consultants for IT and website services.

5151 Internet and Electronic Services

This category includes costs for the usage, technical support, equipment, leasing and maintenance of business electronic devices and internet services.

OC LAFCO FY 2024-25 BUDGET CATEGORIES

5200 County Charges

This category includes costs incurred for payroll processing, records archiving and storage, and billing, collection and intranet services provided by the County of Orange.

5250 Insurance

This category includes costs incurred for insurance coverage. OC LAFCO contracts with the County and a joint powers authority for the following coverages for instances that occur during the general operation of the agency.

- General Liability– Includes coverage for personal injury (including bodily injury and property damage), non-owned auto liability, public officials’ errors and omissions and employment practices liability.
- Crime – Includes coverage for employee or non-employee theft, burglary, forgery or alteration, computer fraud, funds transfer fraud.
- Property - Includes per occurrence, all perils coverage for damage to property including personal property and business interruption coverage.
- Workers’ Compensation – Includes coverage for employees involving work-related injuries.

5350 Membership/Subscriptions

This category includes memberships and subscriptions fees to CALAFCO, CSDA, OCBC, CDR and other applicable memberships.

5450 Office Equipment and Supplies

This category includes costs incurred for the purchase of office supplies and equipment, computers, and software that support agency operations.

5500 Professional Services

This category includes costs incurred for professional services provided to OC LAFCO. The following are subcategories for professional services:

- ✓ **5510 Legal** – OC LAFCO general counsel services.
- ✓ **5520 Auditing/Accounting** – Bookkeeping, accounting and auditing services. OC LAFCO audited financial statements are prepared by an independent auditor.
- ✓ **5530 Human Resources** – Personnel services that may be provided by an independent consultant for assistance with recruitment, employment labor, professional development and other human resource areas.
- ✓ **5535 Mapping** – OC LAFCO’s Geographic Information System (GIS) and other mapping programs.

OC LAFCO FY 2024-25 BUDGET CATEGORIES

- ✓ **5540 Other Professional Services** – Consulting and professional services for meeting facilitation, peer reviews, and preparation of Municipal Service Reviews, fiscal studies and other studies, reports and projects.

5550 Investment Admin Fees

This category includes costs incurred for administrative fees charged by the County of Orange for financial services related to the investment and payroll accounts.

5600 Public Noticing/Communications

This category includes costs incurred for required legal notices and other communications for Commission-initiated and other projects (e.g., spheres of influence reviews and updates, municipal service reviews, and annual budget adoption) that are not reimbursable through application fees.

5610 Unincorporated Areas Program

This category includes costs incurred for the processing of applications under the Commission's Unincorporated Areas Program.

5650 Rents/Improvements/Maintenance

This category includes costs for leasing, improvements, and maintenance of OC LAFCO office space.

5675 Equipment Leases/Maintenance

This category includes costs for leasing and maintenance of the OC LAFCO copier and printers.

5700 Commissioner/Staff Expenses

This category includes miscellaneous business expenses incurred by Commissioners and staff.

5710 Commissioner Stipends & Taxes/Fees

This category includes Commissioner meeting stipends and related employment taxes and fees.

5750 Professional Development

This category includes costs related to employee professional development (e.g., college/university degree programs and courses, certificate programs, leadership seminars).

5800 Transportation/Travel/Registration

This category includes costs incurred for registration, transportation, and travel expenses for commissioners and staff to attend CALAFCO conference, workshop, and board meetings and other business-related meetings and activities.

5850 Commission Meeting Expenses

This category includes costs incurred for communications, room rental, parking and miscellaneous expenses for Commission meetings.

OC LAFCO FY 2024-25 BUDGET CATEGORIES

RESERVES

Contingency Reserve

Restricted funds used to cover any unforeseen future agency loss and/or urgency (i.e., property or equipment damage, loss or theft).

Reserve for Litigation

Restricted funds used for costs related to agency litigation not covered by application fees and deposits.

Unfunded Liability Reserve

Restricted funds used to offset anticipated agency liabilities (i.e., employee compensated absences).

OC LAFCO FY 2024-25 Special District Allocations

District	ISDOC Formula Calculation FY 2024-25
Silverado-Modjeska Rec. & Park	\$ 632.53
Surfside Colony Stormwater	632.53
Surfside Colony CSD	632.53
Rossmoor/Los Alamitos Area Sewer District	3,057.22
Capistrano Bay CSD	3,057.22
Rossmoor CSD	3,057.22
Three Arch Bay CSD	3,057.22
Emerald Bay CSD	3,057.22
Buena Park Library District	3,057.22
Placentia Library District	3,057.22
Orange County Cemetery District	4,585.83
Orange County Vector Control District	6,114.44
Total Non-Enterprise Districts	\$ 33,998.40
Sunset Beach Sanitary District	6,114.44
Serrano Water District	18,290.60
East Orange Co. Water District	24,352.33
Midway City Sanitary District	24,352.33
Trabuco Canyon Water District	24,352.33
Costa Mesa Sanitary District	24,352.33
El Toro Water District	30,466.77
Mesa Water District	30,466.77
Yorba Linda Water District	36,528.49
South Coast Water District	36,528.49
Moulton Niguel Water District	42,642.93
Santa Margarita Water District	42,642.93
Municipal Water District of O.C.	48,651.94
Orange County Water District	48,651.94
Irvine Ranch Water District	54,713.65
Total Enterprise Districts	\$ 493,108.27
Total Special Districts	\$ 527,106.67

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: ISDOC & Legislative Updates from Trustee Nelson

DATE: May 29, 2024

BACKGROUND

Trustee Nelson will report out on ISDOC meeting activities and the CSDA Legislative Days efforts.

Attachment A is CSDA Library District Bills as of May 6, 2024.

Attachment B is CSDA April 2024 Take Action Brief.



[BACK TO BILL TRACKING](#)

Library District Bills

Tuesday, May 21, 2024

AB 257 (Hoover R) **Encampments: penalties.**

Current Text: Amended: 1/3/2024 [html](#) [pdf](#)

Introduced: 1/19/2023

Status: 2/1/2024-From committee: Filed with the Chief Clerk pursuant to Joint Rule 56.

Location: 1/18/2024-A. DEAD

Summary:

Would prohibit a person from camping, as defined, in a street, sidewalk, or other public property within 500 feet of a school. The bill would authorize a city attorney, county counsel, or district attorney to bring an action for a violation of this prohibition. The bill would make a person who violates this prohibition liable for a civil fine of not more than \$10 in an action brought by the city attorney of the city or the county counsel or the district attorney of the county where the violation occurred.

Position: Watch

Staff Reco: None

Assigned: ATannehill

District Services: Library, Recreation and Park

Subject Area: Public Works, Facilities, and State Infrastructure Investment and Partnership

Issues: Workforce Development

AB 535 (Irwin D) School accountability: Statewide School Library Lead.

Current Text: Amended: 4/5/2023 [html](#) [pdf](#)

Introduced: 2/8/2023

Status: 9/14/2023-Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/11/2023)(May be acted upon Jan 2024)

Location: 9/14/2023-S. 2 YEAR

Summary:

Current law establishes a single system for providing support to local educational agencies and schools and for specified federal educational programs. Current law provides that the purpose of the statewide system of support is to build the capacity of local educational agencies, as specified. Current law requires the State Department of Education and the California Collaborative for Educational Excellence to establish a process, administered by the department, to select, subject to approval by the executive director of the State Board of Education, an expert lead agency based on specific expertise in an area of need to conduct activities and build statewide capacity to address that area of need within the statewide system of support, as well as geographic lead agencies for other specified purposes, as provided. This bill would, contingent upon an appropriation for these purposes, require the Superintendent of Public Instruction, on or before July 1, 2024, to select an applicant county office of education to serve as a Statewide School Library Lead to work collaboratively with the California Collaborative for Educational Excellence and to establish library and literacy services that support the statewide system of support.

Position: Support in Concept

Staff Reco: None

Assigned: MDetwiler

District Services: Library

Subject Area: Public Works, Facilities, and State Infrastructure Investment and Partnership

Issues: None

Working Group: Public Works, Facilities, and State Infrastructure Investment and Partnership

AB 1274 (Connolly D) California Youth Empowerment Commission: civil service workforce.

Current Text: Amended: 1/3/2024 [html](#) [pdf](#)

Introduced: 2/16/2023

Status: 5/1/2024-Referred to Com. on HUMAN S.

Location: 5/1/2024-S. HUM. S.

Summary:

Current law establishes various social services and programs to address the needs of young people in this state, including the California Youth Empowerment Commission in the Office of Planning and Research. The commission consists of 13 voting commissioners between 14 and 25 years of age and 5 nonvoting members. Current law charges the advisory commission with making recommendations to the Legislature, Superintendent of Public Instruction, and Governor on issues that affect youth, including career preparation, civic engagement, and employment. This bill would add to the list of topics upon which the commission may offer its advice and recommendations fostering a new generation of young Californians to enter the civil service workforce.

Position: Tracked Only

Staff Reco: None

District Services: Library, Open Space, Recreation and Park

Subject Area: Community Enrichment

Issues: None

Working Group: Public Works, Facilities, and State Infrastructure Investment and Partnership

Public Notes: 2/9/2024 A-1/3/2024 to: Tracked Only

3/13/2023 I-2/16/2023 to: Watch

AB 1297 (Quirk-Silva D) Public restrooms.

Current Text: Amended: 6/21/2023 [html](#) [pdf](#)

Introduced: 2/16/2023

Status: 9/1/2023-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/10/2023)(May be acted upon Jan 2024)

Location: 9/1/2023-S. 2 YEAR

Summary:

Current law requires every public agency, as defined, that conducts an establishment serving the public or open to the public and that maintains restroom facilities for the public, to make every water closet available without cost or charge, as provided. Current law also requires publicly and privately owned facilities where the public congregates to be equipped with sufficient temporary or permanent restrooms to meet the needs of the public at peak hours. This bill would require each local government, as defined, to complete an inventory of public restrooms owned and maintained by the local government, either directly or by contract, that are available to the general population in its jurisdiction by July 1, 2024. The bill would require local governments to report their findings to the State Department of Public Health, which would be required to compile the information and to report the availability of public restrooms to the Legislature by March 1, 2025, as specified.

Position: Oppose 3

Staff Reco: None

Assigned: MDetwiler

District Services: Library, Recreation and Park

Subject Area: Community Enrichment

Issues: Mandates and Mandate Reimbursement

Working Group: Public Works, Facilities, and State Infrastructure Investment and Partnership

Public Notes: 3/13/2023 I-2/16/2023 to: Oppose 3

AB 1467 (Alanis R) Nevaeh Youth Sports Safety Act.

Current Text: Chaptered: 6/29/2023 [html](#) [pdf](#)

Introduced: 2/17/2023

Status: 6/29/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 24, Statutes of 2023.

Location: 6/29/2023-A. CHAPTERED

Summary:

The California Youth Football Act requires a youth sports organization that conducts a tackle football program to comply with certain protocols, including a coach annually receiving first aid, cardiopulmonary resuscitation, and AED certification, and at least one independent nonrostered individual

being present at all practice locations and holding current and active certification in AED protocols, among other credentials. This bill, the Youth Sports Safety Act, would, commencing January 1, 2027, require a youth sports organization that elects to offer an athletic program to ensure that its athletes have access to an AED during any official practice or match. For purposes of that provision, if an AED is administered during an applicable medical circumstance, the bill would require that the AED be administered by a medical professional, coach, or other person designated by the youth sports organization, who holds AED certification and who complies with any other qualifications required pursuant to federal and state law applicable to the use of an AED.

Position: Watch

Staff Reco: None

Assigned: MDetwiler

District Services: Library, Recreation and Park

Subject Area: Public Works, Facilities, and State Infrastructure Investment and Partnership

Issues: None

Working Group: Public Works, Facilities, and State Infrastructure Investment and Partnership

Public Notes: 3/13/2023 I-2/17/2023 to: Watch

AB 1825 (Muratsuchi D) California Freedom to Read Act.

Current Text: Amended: 5/16/2024 [html](#) [pdf](#)

Introduced: 1/11/2024

Status: 5/20/2024-Read second time. Ordered to third reading.

Location: 5/20/2024-A. THIRD READING

Summary:

Current law establishes a public library system, including school libraries, unified school district and union high school district public libraries, municipal libraries, county free libraries, the California State Library, and library districts. Under current law, the Legislature declares that the public library is, among other things, a source of information and inspiration to persons of all ages, cultural backgrounds, and economic statuses. This bill would require the governing board or body of each public library, as defined, including any library operated on a contractual basis for a public entity, to

establish a written and publicly accessible collection development policy as specified. The bill would require the collection development policy to, among other things, establish a process for community members to challenge library materials and establish that library materials shall not be excluded because of the origin, background, or views of those contributing to the creation of the materials, or because of the topic addressed by the materials or the views or opinions expressed in the materials. The bill would prohibit the governing board or body of a public library from proscribing the circulation or procurement of books or other resources in a public library because of the topic addressed by the materials or because of the views, ideas, or opinions contained in those materials.

Position: Watch

Staff Reco: None

Assigned: MDetwiler

District Services: Library

Subject Area: Governance

Working Group: Governance

SB 321 (Ashby D) Literacy: libraries: Local Public Library Partnership Program.

Current Text: Chaptered: 10/9/2023 [html](#) [pdf](#)

Introduced: 2/6/2023

Status: 10/8/2023-Approved by the Governor. Chaptered by Secretary of State. Chapter 598, Statutes of 2023.

Location: 10/9/2023-S. CHAPTERED

Summary:

Current law authorizes the State Librarian to give advisory, consultive, and technical assistance with respect to public libraries to librarians and library authorities, and assist all other authorities, state and local, in assuming their full responsibility for library services. This bill would establish the Local Public Library Partnership Program, under the administration of the State Librarian, for purposes of ensuring that all pupils have access to a local public library by 3rd grade.

Position: Watch

Staff Reco: None

Assigned: MDetwiler

District Services: Library

Subject Area: Public Works, Facilities, and State Infrastructure Investment
and Partnership

Issues: None

Working Group: Public Works, Facilities, and State Infrastructure Investment
and Partnership

Public Notes: 3/13/2023 A-3/9/2023 to: Watch

Total Measures: 7

Total Tracking Forms: 7

5/21/2024 8:57:32 AM



CALIFORNIA SPECIAL DISTRICTS ASSOCIATION PRIORITIES

TAKE ACTION BRIEF

April 2024

Lawmakers are in full swing in both the U.S. and State Capitol Buildings and the stakes couldn't be higher for special districts, especially when it comes to Initiative 1935, where coalition activity is just warming up. As the U.S. Congress considers defining special districts in federal law for the first time, the California State Legislature is taking up significant legislation related to employment law as well as development-related fees that pay for the infrastructure necessary for growing communities. You won't want to miss this edition of the *Take Action* Brief.

And, mark your calendar because Special Districts Week is coming May 19-25! Learn more in this April Edition of the CSDA *Take Action* Brief.

Inside this edition of the *Take Action* Brief:

Five employment bills that could impact your district operations.....2

Has your Congressional Representative cosponsored the
Special District Grant Accessibility Act?.....3

BECOME INFORMED: Initiative 1935 could invalidate your local revenue—
What can you do?.....4

ACR 163: Special Districts Week – May 19-25, 2024.....5

Development related fee legislation and litigation—
Downloadable CSDA informational handout.....6

Contact a local CSDA representative near you!

Chris Norden
Dane Wadlé
Colleen Haley
Erasmó Viveros
Richelle Noroyan
Chris Palmer

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Bay Area Network
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CALIFORNIA SPECIAL DISTRICTS ASSOCIATION PRIORITIES

TAKE ACTION BRIEF

➤ **Five employment bills that could impact your district operations**

As the State Legislative Session continues, CSDA is actively opposing five major labor and employment bills affecting local government operations and budgets.

Contracting Out

1. **[AB 2557 \(Ortega\) Local agencies: contracts for special services and temporary help: performance reports.](#)**
2. **[AB 2489 \(Ward\) Local agencies: contracts for special services and temporary help.](#)**

Two similar bills that appear to impair, and functionally prevent, special districts from exercising statutory authority to enter into contracts for special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, including payroll checks, pursuant to Government Code Section 50630. Both bills contain California Public Records Act requirements for specified contractor records. As to both bills, the effect is clearly to disincentivize contracting.

Vacant Positions

3. **[AB 2561 \(McKinnor\) Local public employees: vacant positions.](#)**

Requires each public agency with bargaining unit vacancy rates exceeding 10 percent for more than 90 days within the past 180 days to promptly meet and confer with an employee representative to produce, publish, and implement a plan, with several specified substantive components, to fill all vacant positions within the subsequent 180 days.

Employee Strikes

4. **[AB 2404 \(Lee\) State and local public employees: labor relations: strikes.](#)**

Largely a reintroduction of last year's [AB 504 \(Reyes\)](#), incorporating amendments taken to that bill last year. CSDA had an oppose position on AB 504, which was vetoed. Like last year, CSDA has aligned with a local government oppose coalition seeking amendments to AB 504, primarily in connection with co-located public services.

“Right to Disconnect”

5. **[AB 2751 \(Haney\) Employer communications during nonworking hours](#)**

Mandates employers to establish a workplace policy that provides employees the right to disconnect from communications from the employer during nonworking hours. An employee may file a complaint of a pattern of violation of this section with the Labor Commissioner. Does not apply to an employee who is covered by a specified valid collective bargaining agreement (CBA).

CSDA's opposition letters on the above bills: [AB 2557](#), [AB 2489](#), [AB 2561](#), [AB 2404](#), and [AB 2751](#).



CALIFORNIA SPECIAL DISTRICTS ASSOCIATION PRIORITIES

TAKE ACTION BRIEF

➤ Has your Congressional Representative cosponsored the Special District Grant Accessibility Act?

The Special District Grant Accessibility Act embodies the National Special District Coalition's (NSDC's) longstanding legislative objective of codifying in federal law a first-ever, formal definition of "special district." In addition to establishing such a definition, H.R. 7525 would direct federal agencies to recognize special districts as local governments for the purpose of ensuring that districts are eligible to receive appropriate forms of federal assistance, including funding and resources through key grant programs.

Looking ahead, the sponsors of H.R. 7525, along with House Oversight and Accountability Committee staff, will continue to work with House leadership to identify a suitable date for the legislation to be considered on the House floor.

CSDA CALL TO ACTION

As we await the scheduling of a floor vote, CSDA and the coalition in support of H.R. 7525, is encouraging all members of the California Congressional Delegation to cosponsor the legislation. Find the current list of those U.S. House Representatives whose cosponsorship has been formally recorded here:

[Cosponsors - H.R.7525 - 118th Congress \(2023-2024\): Special District Grant Accessibility Act | Congress.gov | Library of Congress](#)

Please visit csda.net/GrantAccessibility to:

- ***[Download the Sample Support Letter](#) and send to your local Congressional Representative(s); AND***
- ***[Authorize CSDA to include your organization](#) on our Coalition Letters going forward***

If you need help identifying or contacting your Congressional Representative, visit: [Find Your Representative | house.gov](#) or contact your CSDA Public Affairs Field coordinator: csda.net/pafc.

CSDA is a founding member of NSDC. Special districts receive full benefit from NSDC's advocacy and services through membership in CSDA.



CALIFORNIA SPECIAL DISTRICTS ASSOCIATION PRIORITIES

TAKE ACTION BRIEF

➤ **BECOME INFORMED: Initiative 1935 could invalidate your local revenue – What can you do?**

In a recent survey concluding March 15, 2024, CSDA received responses from 509 of the state's 2,000 special districts on the potential impacts of Initiative 1935, dubbed the "Taxpayer Deception Act" by its opponents. The initiative is eligible for the November 2024 statewide ballot and seeks to revise the Constitution in a manner that would retroactively invalidate billions of dollars in funding for essential services approved by voters and locally-elected boards over the past three years.

Data from the one-quarter of California's special districts that responded to CSDA's survey indicates communities could retroactively lose close to \$2 billion in funding for special district services, and that 38 financing obligations could be adversely impacted. Overall, Initiative 1935 could disrupt essential services provided by special districts in at least 293 communities across California.

If the data were to be extrapolated to include those special districts that did not respond to the survey, the impacts could be magnified approximately four-fold.

CSDA encourages all special districts to inform themselves on the potential impact of Initiative 1935 on your agency and the community you serve by taking advantage of these three opportunities:

1. **[April 22 Webinar: Initiative 1935 Could Invalidate Your Revenue](#)**
 - Miss the webinar? [Watch it On-Demand](#)
2. **[May 21-22 Special Districts Legislative Days](#)**
 - Briefing on Critical Supreme Court Case, *Legislature of the State of California v. Weber*, which could determine the legal fate of Initiative 1935
3. **[Contact your CSDA Public Affairs Field Coordinator](#)**
 - If you have additional questions and would like to meet virtually or in-person with a member of our team, or request a presentation for your staff or board of directors

*****CSDA CALL TO ACTION*****

CSDA calls upon all members to join the more than 125 special districts and 200 cities that have already passed a board resolution in opposition to Initiative 1935.

Visit csda.net/VoterLimitations to:

- [Download Sample Board Resolution](#)
- [View CSDA Analysis](#)
- [Read the Full Initiative Language](#)



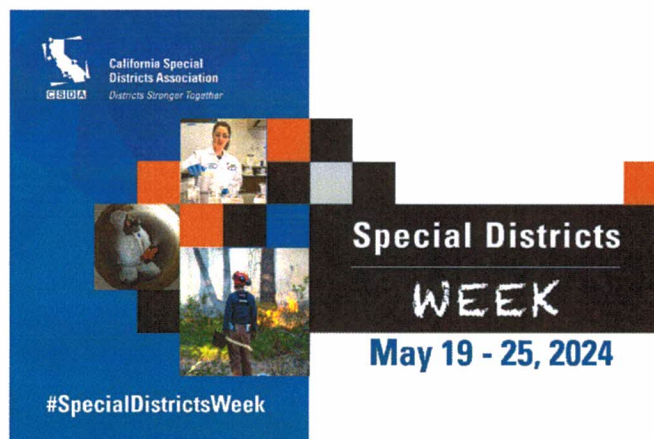
CALIFORNIA SPECIAL DISTRICTS ASSOCIATION PRIORITIES

TAKE ACTION BRIEF

➤ ACR 163: Special Districts Week – May 19-25, 2024

Assembly Member Gregg Hart introduced [Assembly Concurrent Resolution 163](#) on March 21, 2024. This is California's sixth annual year celebrating special districts, and CSDA hopes that this year's *Special Districts Week* will be even greater for California's local governments. Similar to previous years, ACR 163 encourages all Californians to engage with their local communities and become actively involved with the special districts that serve them.

This year's *Special Districts Week* runs from May 19 – 25, coinciding with the CSDA's 2024 [Special Districts Legislative Days](#).



Districts can Take *Action* for Special Districts Week now by following a few simple steps:

- Visit our [Special Districts Week Toolkit Page](#) to get copies of
 - Sample Press Release
 - Sample Social Media Icon
 - Sample District Resolution
 - Sample Newsletter Article
- Submit a letter of support to your legislator by using the sample letter we provide for Assembly Concurrent Resolution 163 (be sure to copy advocacy@cstda.net on your letters of support).
- [Register to attend our Special Districts Legislative Days](#), held on May 21 - 22. We'll introduce you to your legislator's office and you can share more about your special district.
- Complete our [Grassroots Mobilization Survey](#). This lets us know if you would be open to reaching out to a legislative contact in the future regarding bills or legislation affecting your Special District.
- Ensure your district has adopted a policy governing the process for adopting positions on legislation
 - Take a look at our [sample policy](#) to assist in this process, if needed



CALIFORNIA SPECIAL DISTRICTS ASSOCIATION PRIORITIES

TAKE ACTION BRIEF

➤ Development related fee legislation and litigation – Downloadable CSDA informational handout

Numerous measures are working through the State Legislative process that unduly restrict development related fees assessed by local agencies to fund infrastructure necessary for growing communities and CSDA is actively engaged as they are taken up in their house of origin. Relatedly, on April 12, the United States Supreme Court unanimously ruled against El Dorado County in a high-profile impact fee case.

Development impact fees fund the infrastructure necessary to serve new housing developments and represent critical funding for many special districts to meet the needs of new residents. CSDA has produced a [two-page handout](#) that follows on the importance of development related fees that your district may [download](#) for its use.

Some of this year's most significant development related fee measures facing special districts include:

1. [AB 1820 \(Schiavo\)](#) Housing development projects: applications: fees and exactions
2. [AB 2533 \(Carillo\)](#) ADU Amnesty Program
3. [AB 2729 \(Joe Patterson\)](#) Residential fees and charges
4. [AB 3012 \(Grayson\)](#) Development fees: fee schedule template: fee estimate tool
5. [SB 937 \(Wiener\)](#) Development projects: permits and other entitlements: fees and charges
6. [SB 1210 \(Skinner\)](#) New housing construction: electrical, gas, sewer, and water service connections: charges

CSDA is working closely with the Legislature other local government advocates to oppose these restrictions in whole, or in part, and to educate Legislators and their staff on the mitigation fee act, development impact fees, the Quimby Act, and connection and capacity charges and their vital role in building equitable and thriving communities.

If you have any feedback, questions or comments regarding these legislative matters, please contact CSDA Legislative Representative Anthony Tannehill at anthonyt@csda.net.

Sheetz v. County of El Dorado U.S. Supreme Court Ruling

The U.S. Supreme Court has unanimously ruled that development impact fees and all similar land-use permit conditions are required to have an "individualized determination" under the Takings Clause and that any fee or condition must have an "essential nexus" to the government interest and must have "rough proportionality" to the impact of the development (known as the Nollan/Dolan test), regardless of whether the fee is applied on an ad-hoc basis or as part of a legislative enactment (e.g., an ordinance adopted pursuant to the Mitigation Fee Act).

Find more information regarding the case in a past CSDA blog post [HERE](#), and read CSDA's amicus brief to the U.S. Supreme Court in support of El Dorado County [HERE](#). CSDA will continue to monitor this issue for updates.

Please contact CSDA Chief Counsel Mustafa Hessabi at mustafah@csda.net with questions.



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Development Related Fees: Essential for Building Thriving Communities

Development Related Fees pay for the costs to install infrastructure necessary to build new homes and other development in livable, equitable, and thriving communities. These fees pay for critical services such as water, sewer, fire protection, parks and open space, flood protection, libraries, and other essential needs. Specifically, these fees and the infrastructure they fund make new housing and economic development possible.



Funding Infrastructure is Foundational to Addressing California's Housing Crisis

- Infrastructure is a pre-requisite for building and addressing California's housing needs.
- Development impact and related fees contribute to that essential infrastructure – restricting these revenues will inherently restrict new development by precluding local governments' ability to fund services to new communities.



Restricting Development Related Fees Shifts Developers' Costs onto Taxpayers

- Current law allows local governments to require developers to cover the cost of new infrastructure needed to support their projects. Restricting this ability shifts those costs onto the backs of current residents already struggling with rising costs of living.
- Forcing current residents to pay higher taxes and fees to fund new developments in their neighborhood will only exacerbate opposition to new housing projects.



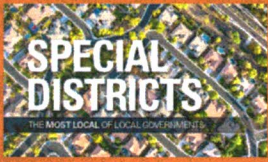
Restricting Development Related Fees Risks Contributing to Inequity in Housing

- Restricting development related fees risks creating new communities without access to the same level of services and amenities as other existing communities.
- Specifically, these fees provide funding to help defray or cover the cost of adding essential services to growing communities, such as water, sewer, flood control, parks, open space, and fire protection, among others.
- As dwellings are built and occupied, residents expect and deserve access to vital services and amenities that are necessary for thriving communities.





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WHAT IS AN INDEPENDENT SPECIAL DISTRICT?

Independent special districts are local agencies, separate and apart from any counties, cities, or other government agencies. Often formed by the communities they serve, California's special districts provide essential services like water and energy, fire protection and public safety, wastewater treatment, parks and recreation, open space, and much more. They safeguard our communities, keep our families healthy, and help our state thrive. (csda.net/special-districts/learn-about)

WHAT ARE DEVELOPMENT IMPACT FEES?

Development impact fees are those fees authorized by the Mitigation Fee Act that are assessed to mitigate the impact of development and help fund the infrastructure needed to provide essential services to growing communities.

All development — commercial, residential, or industrial — has impacts on the environment and communities and creates needs for services. Special districts collect development impact fees to fund the infrastructure necessary to provide essential services to the community such as fire protection, parks and open space, flood protection, libraries, and more.



How Are Development Impact Fees Assessed?

Local agencies may impose development impact fees pursuant to the procedural and substantive requirements of the **Mitigation Fee Act**. However, special districts should collaborate with the local agencies that have land use authority (i.e., cities and counties) in their community for the purpose of collecting impact fees on behalf of independent special districts to facilitate the delivery of essential services in a growing community.

Fees must meet several requirements determined by a “nexus study,” which is an analysis to determine the appropriate fee based on its relationship to the planned development and associated services. This includes specifying the purpose and use of the fee, and may also include identifying what facilities will be built, the need for a planned facility, and the cost to construct it.

How Are Development Impact Fees Spent?

Development impact fees are used to help local agencies purchase real property (such as land for parks, open space, fire stations, or other uses). Fees may also be spent on related facilities and equipment. This could include a fire station and equipment, or a community park and recreation facility with playgrounds and athletic fields.

Development impact fees cannot be spent on general or ongoing operations or unrelated facilities.

How Are Districts Accountable for the Fees?

Special districts are held to the same transparency standards as all other local agencies, including public records and public meetings transparency requirements. Their boards are directly accountable to their community, with most board members directly elected by the public they serve, or sometimes appointed to fixed terms by another elected body.

Nexus studies and fee schedules are public and are presented at a public hearing. The local land use authority must also approve the fees. The funds collected cannot be co-mingled with other funds. The fund balances and expenditures are public and subject to certain timelines and statutory requirements to ensure the funds are spent as intended.

More About Development Related Fees



Other fees such as “**connection and capacity charges**” differ from “development impact fees.” While both are governed largely by the Mitigation Fee Act and provide essential local infrastructure, connection fees and capacity charges are one-time fees that reflect the reasonable cost of service provided to the customer by a water or sewer agency.

In addition to the stringent requirements of the Mitigation Fee Act, connection and capacity charges are also governed by Proposition 26, which prohibits an agency from waiving, discounting, or establishing differential rates that pass on costs associated with obtaining water and/or wastewater service to the general customer base or to other fee payers.

Additionally, **The Quimby Act**, enacted in 1965, ensures access to parkland across California. It allows local governments to require developers to dedicate land or pay fees-in-lieu of dedication for the purpose of providing parks and recreational facilities within residential subdivisions where development is taking place.