



AGENDA
PLACENTIA LIBRARY DISTRICT
BOARD OF TRUSTEES
REGULAR DATE MEETING

April 24, 2023

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

Placentia Library District Board of Trustees Regular Date Meeting Agenda, April 24, 2023

4. Oral Communications

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 Date Meeting on March 27, 2023. (Receive & File and Approve)

CASH FLOW ANALYSIS (Items 10 – 11)

10. Check Register for March 2023. (Receive & File and Approve)

11. FY2021-2022 Fund Balance through March 2023; the Schedule of Anticipated Property Tax Revenues for FY2022-2023 as provided by the Orange County Auditor. (Receive & File).

TREASURER'S REPORTS (Items 12 – 16)

12. Financial Reports for March 2023 for Placentia Library District Accounts on Deposit with the Orange County Treasurer. (Receive & File)

13. Revenue and Expenditure Reports for March 2023. (Receive & File)

14. Acquisitions Report for March 2023. (Receive & File)

15. Entrepreneurial Activities Report and March 2023. (Receive & File)

16. Library Impact Fee Report for March 2023. (Receive & File)

GENERAL CONSENT REPORTS (Items 17 – 20)

17. Personnel Report for March 2023. (Receive, File, and Ratify Appointments)

18. Review Shared Maintenance Costs with the City of Placentia under the JPA. (Receive & File)

19. Administration Report for March 2023.

20. Circulation Report for March 2023.

Placentia Library District Board of Trustees Regular Date Meeting Agenda, April 24, 2023

STAFF REPORTS (Items 21 – 24)

- 21. Children's Services Report for March 2023.
- 22. Adult and Teen Services Report for March 2023.
- 23. Technology and Website Report for March 2023.
- 24. Customer Service Report for March 2023.

NEW BUSINESS (Items 25-32)

- 25. Discuss and Review AB 1637 (Irwin) and its Impacts.
- 26. Adopt Resolution No. 2023-02: A Resolution of the Board of Trustees of the Placentia Library District to Enter Into the California Uniform Public Construction Cost Accounting Act (CUPCCA) and Adopt Ordinance No. 2023-01: An Ordinance of the Board of Trustees of the Placentia Library District to Provide Informal Bidding Procedures Under the Uniform Public Construction Cost Accounting Act for Public Projects.
- 27. Discuss and Review Website and Mobile Application Quotes.
- 28. Bookmobile Updates from Assistant Library Director and Bookmobile Librarian.
- 29. Discuss and Consider Changing the May Board Meeting Date.
- 30. Joint-Use Committee Updates from President Martin.
- 31. Legislative Updates from Secretary Carline.
- 32. ISDOC Updates from Trustee Nelson.

AGENDA DEVELOPMENT

- 33. Agenda Preparation for the April Regular Date Meeting which will be held on May 22, 2023 unless re-scheduled by the Library Board of Trustees.

ADJOURNMENT

- 34. The Library Board of Trustees will adjourn the Regular Date April 24, 2023 meeting.

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

I, Lina Nguyen, Executive Assistant of the Placentia Library District, hereby certify that the Agenda for April 24, 2023 Regular Date Meeting of the Library Board of Trustees of the Placentia Library District was posted on April 18, 2023.


Lina Nguyen, Executive Assistant



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MINUTES
PLACENTIA LIBRARY DISTRICT
REGULAR DATE MEETING OF THE LIBRARY BOARD OF TRUSTEES
March 27, 2023

- CALL TO ORDER** President Martin called the Regular Date Meeting of the Placentia Library District (PLD) Board of Trustees to order on March 27, 2023 at 6:35 p.m.
- Members Present:** President Jo-Anne Martin, Secretary Gayle Carline, Trustee Stephanie Beverage, Trustee Scott Nelson.
- Members Absent:** Trustee Sherri Dahl.
- Staff Present:** Jeanette Contreras, Library Director; Yesenia Baltierra, Assistant Library Director; Lina Nguyen, Executive Assistant.
- Counsel Present:** None.
- Guests:** Sherri Dahl, Trustee; Laura DeLeon, Library Clerk.
- ADOPTION OF AGENDA** It was motioned by Trustee Beverage and seconded by Trustee Nelson to adopt the agenda as presented (Item 3).
- | | |
|---------|-----------------------------------|
| AYES: | Martin, Carline, Beverage, Nelson |
| NOES: | None |
| ABSENT: | Dahl |
- ORAL COMMUNICATION** None (Item 4).
- BOARD PRESIDENT REPORT** President Martin reported she participated in the Principal for the Day event and the Boys & Girls Club golf tournament. She also went to Credit Union National Association Annual event in D.C., attended the Author's Luncheon, attended Secretary Carline's book launch party, went to San Francisco with the Blue Ribbon Committee, visited Trustee Dahl, and attended Charity's Closet Annual Appreciation Dinner.
- TRUSTEE & ORGANIZATIONAL REPORTS**
- Secretary Carline reported she attended the Author's Luncheon and visited Trustee Dahl. She also participated in the Principal for the Day event at Topaz Elementary.
- Trustee Beverage reported she attended the Author's Luncheon and Secretary Carline's book launch party. While attending a family council meeting at the Villagio at the Capriana Memory Care Community, she advised a few attendees the District's Summer Reading Program is coming back this year after questions were raised regarding local libraries and their summer reading programs.
- Trustee Nelson reported he attended the Author's Luncheon and Secretary Carline's book launch party. He also attended the Independent Special Districts of Orange County Zoom meeting on March 7th where he was elected as the 3rd Vice President for their Executive Committee. He also participated in the Boys & Girls Club golf tournament.
- Trustee Dahl has an excused absence due to medical reasons.
- LIBRARY DIRECTOR REPORT** Library Director Contreras reported she has been busy with capital improvement projects. She has been meeting with various vendors in regards to the loading

dock, HVAC and the electric charging station. She advised the District has officially received the award letter from Assemblyman Chen for \$400,000 and completed the Building Forward Grant. She has been taking care of personnel matters related to workers compensation and risk management as well as personalizing the outboarding process for a former employee. There was also some last-minute preparation needs for Staff Development Day where an outside trainer was brought in to train staff on Burnout. She also attended the Author’s Luncheon, the ISDOC Zoom meeting where Trustee Nelson was elected as the 3rd Vice President, the Public Director’s Forum, the PLFF Board Meeting, the PLFF fundraiser at Yogurtland, and the ribbon cutting at the Santa Ana Public Library for their teen center. She has finalized the invitation for the dedication ceremony for Dr. Voiza and Dr. Joseph Arnold in April. She volunteered at the Boys & Girls Club golf tournament and participated in the Principal for the Day event at George Key School.

FRIENDS FOUNDATION REPORT

Placentia Library Friends Foundation (PLFF) President Rueben Skipper reported there was a book sale on March 18-19 that made a little over \$200 and their auction raised about \$54. They have 16 volunteers that clocked in about 165 hours. He is still waiting to get the numbers from the recent fundraiser at Yogurtland. They have the upcoming yard sale on April 15th. On May 6th, they will be hosting a movie fundraiser at Cinema City, showing Guardians of the Galaxy Vol. 3. The movie will start at 10:00AM and ticketholders can come in at 9:30AM. He is still working on the details but the best method would be to allow the tickets to be purchased ahead of time online in order to see how big of a turnout there will be and how big of a room to rent. He thanked District staff and the Author’s Luncheon Chairperson, Gae Wood, for all of their help on the Author’s Luncheon. There were 155 attendees, which included 9 staff and 146 guests. Net income was \$15,321.

CONSENT CALENDAR

The Board requested to discuss Agenda Items 13 and 17 with staff. Director Contreras reported the District received a check from the PLFF for their outstanding grant funds. President Skipper advised he was unsure of when to release the check and will release the check sooner next time. Director Contreras advised she is still working on a contract with CPA, Mark Davis, to help with the financial audit as well as other accounting tasks. The job posting for the Business Manager position will expire on April 24th.

It was moved by Trustee Beverage and seconded by Trustee Nelson to approve Agenda Items 9-24 as presented. A roll call vote was taken:

- AYES: Martin, Carline, Beverage, Nelson
- NOES: None
- ABSENT: Dahl

MINUTES FOR FEBRUARY 22, 2023 UNUSUAL DATE MEETING.

The minutes for the February 22, 2023 Unusual Date Meeting were received, reviewed and filed (Item 9).

- AYES: Martin, Carline, Beverage, Nelson
- NOES: None
- ABSENT: Dahl

CASH FLOW ANALYSIS AND TREASURER’S REPORTS

Check Registers for February 2023 (Item 10)
 Fund 707 Balance Report for February 2023 (Item 11)
 Financial Reports through February 2023 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)

GENERAL CONSENT REPORTS

Balance Sheets for February 2023 (Item 13)
 Acquisitions Report for February 2023 (Item 14)
 Service Revenue Report for February 2023 (Item 15)
 Library Impact Fee Report for February 2023 (Item 16)
 Personnel Report for February 2023 (Item 17)
 Circulation Report for February 2023 (Item 18)
 Review of Shared Maintenance Costs with the City of Placentia (Item 19)

STAFF REPORTS

Administration Report for February 2023 (Item 20)
 Children’s Services Report February 2023 (Item 21)
 Adult Services Report for February 2023 (Item 22)
 Placentia Library Website Technology Report for February 2023 (Item 23)

AUTHORIZATION FOR AMENDMENTS TO POLICY 6050 – COMMUNITY MEETING ROOM POLICY.

Director Contreras is once again requesting the Board to authorize amendments made to the Community Meeting Room Policy after it was reviewed by Legal Counsel. Before the meeting, Secretary Carline suggested some edits that can be made to the policy in terms of grammar. Director Contreras listed them off for the Board. The Board advised they want to see language added to the policy regarding any “act of God” events which may cause the event to be cancelled and the renter be refunded. Director Contreras suggested it be added to the Hold Harmless Agreement. Trustee Nelson made a motion to authorize amendments to Policy 6050 as presented, inclusive of input from the Library Board of Trustees. It was seconded by Secretary Carline. All in favor:

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

SECOND READING OF PROPOSED POLICY 6056 – PROGRAM DEVELOPMENT POLICY.

Director Contreras reported the newly proposed Policy 6056 was presented to Legal Counsel. She is requesting the Board to approve the policy for a second reading. After a brief discussion, Trustee Beverage made a motion to approve the newly proposed Policy 6056 – Program Development Policy as presented. It was seconded by Trustee Nelson. A roll call vote was taken:

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

AUTHORIZATION FOR AMENDMENTS TO POLICY 2015 – EMPLOYEE STATUS.

During Director Contreras’ recent meeting with other the Special District Library Directors, a topic of discussion was the probationary period for new employees. The probationary period at the District is currently 6 months. She is requesting the Board to authorize changing the probationary period to 1 year as well as adding language regarding the promotional probationary period. As it currently stands, the policy does not mention a newly promoted employee may lose their job if they do not pass their promotional probationary period and their previous position has already been filled. The Board is requesting the language to be made very clear regarding the additional language about the promotional probationary period and it would be best if there was a letter which newly promoted staff can sign to state they understand the policy. Secretary Carline made a motion to table the approval of Policy 2015 – Employee Status until further information is provided in the April Board Meeting. It was seconded by Trustee Beverage. A roll call vote was taken:

AYES: Martin, Carline, Beverage, Nelson
 NOES: None

ABSENT: Dahl

AUTHORIZATION FOR THE ASSISTANT LIBRARY DIRECTOR TO ATTEND THE AMERICAN LIBRARY ASSOCIATION CONFERENCE IN CHICAGO, ILLINOIS ON JUNE 22-27, 2023.

Director Contreras advised she is bringing back this agenda item in order to obtain authorization to send Assistant Library Director Baltierra to the ALA Conference along with the Trustees that had already been authorized to attend the conference in the February Board Meeting. President Martin advised she will no longer be able to attend the conference. Trustee Nelson made a motion to authorize the Assistant Library Director to attend the ALA Conference in Chicago, Illinois on June 22-27, 2023. It was seconded by Trustee Beverage. A roll call vote was taken:

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

AUTHORIZATION FOR ATTENDANCE TO THE CALIFORNIA LIBRARY ASSOCIATION CONFERENCE IN SACRAMENTO, CALIFORNIA ON JUNE 1-3, 2023.

Director Contreras is requesting authorization to send Children’s Supervising Librarian, Margaret Hatanaka, to the CLA Conference. Margaret was a previous CLA Board member and had expressed interested in attending the CLA Conference this year. Director Contreras is also requesting authorization for herself and Literacy Coordinator, Sally Federman, to attend the one-day Literacy Orientation at the CLA Conference. She advised there is funding from the California State Library to send new Literacy Coordinators and their Library Directors to attend the Literacy Orientation. This is contingent upon receiving the grant. Trustee Beverage made a motion to authorize the Children’s Supervising Librarian and Literacy Coordinator and Library Director, if needed for the one-day Literacy Orientation, to attend the CLA Conference, on June 1-3, 2023 in Sacramento. It was seconded by Trustee Nelson. A roll call vote was taken:

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

AUTHORIZATION FOR ATTENDANCE TO THE CALIFORNIA SPECIAL DISTRICT ASSOCIATION GENERAL MANAGER LEADERSHIP SUMMIT, JUNE 25-27, 2023.

Director Contreras is requesting authorization to attend the CSDA GM Leadership Summit. The summit overlaps partly with the ALA Conference. Both she and Assistant Library Director Baltierra will be out of the office around the same time. The Children’s Supervising Librarian and the Executive Assistant will be on site at the District and hopefully so will the new Adult Services Supervising Librarian and the new Business Manager. Trustee Nelson made a motion to authorize the Library Director to attend the California Special District Association (CSDA) General Manager Leadership Summit in Olympic Valley, California, June 24-27, 2023. It was seconded by Trustee Beverage. A roll call vote was taken:

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

BLUE RIBBON COMMITTEE UPDATES FROM PRESIDENT MARTIN.

President Martin reported she travelled to San Francisco with the Blue Ribbon Committee to tour the Group 4 Architecture buildings that are in the area. They were able to speak to the building director and coordinator on what is working and what is not working for the buildings. The Blue Ribbon Committee is working on getting feedback on what the community is hoping to see at/from the new community center via meetings and an online survey. The Committee will also be at the Easter Eggcitement event to get feedback from the community.

LEGISLATIVE UPDATES FROM SECRETARY CARLINE.

Secretary Carline reported the main thing to take a look at is AB 557. This deals with the Brown Act. This bill would allow local agencies to continue to meet

remotely during an emergency under the provisions of the Brown Act which were introduced under AB 361.

ISDOC UPDATES FROM TRUSTEE NELSON.

Trustee Nelson reported out on AB 1637. This bill calls for all local agencies to change their domains to .gov or .ca.gov. The premise for the bill is security reasons. After a discussion, the Board expressed they will not support this bill. Board Members and staff attending the CSDA Legislative Days have scheduled meetings with both Assemblyman Chen and Senator Newman and will discuss this bill with them.

AGENDA DEVELOPMENT

President Martin is requesting a status update on the Bookmobile and its collection as well as the website RFP. Trustee Nelson would also like IT Consultant, Jeremy Yamaguchi, to put together a report on the costs related to switching the District’s domain name.

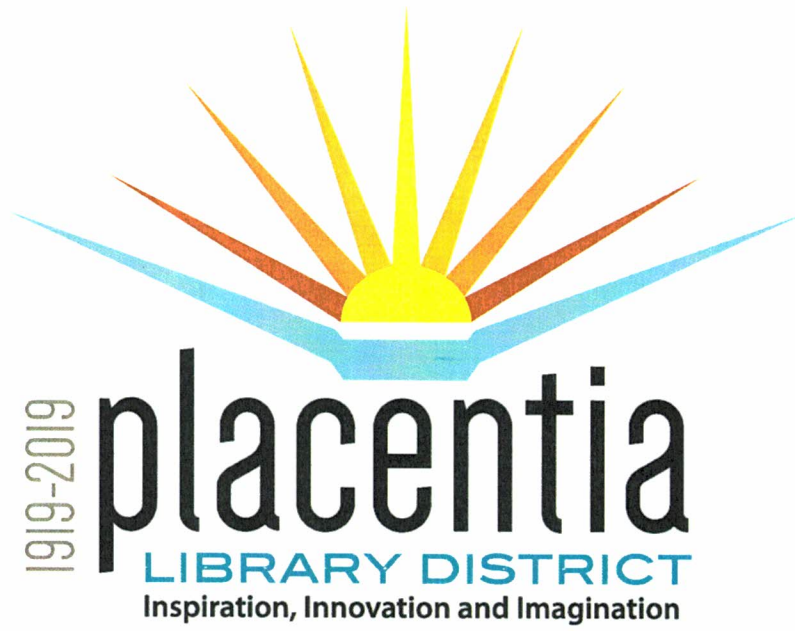
The next Board Meeting will be on April 24, 2023 at 6:30 p.m.

ADJOURNMENT

The Board of Trustees Regular Date Meeting of March 27, 2023 was adjourned at 07:45 p.m.

Jo-Anne Martin, President
Library Board of Trustees

Gayle Carline, Secretary
Library Board of Trustees



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9:08 A.M.
04/14/23
Accrual Basis

**Placentia Library District
Check Register
March 2023**

| Date | Ref No. | Payee | Memo | Payment | Type |
|------------|---------|---|--|------------|--------------|
| 03/02/2023 | 12873 | Boys & Girls Club | 2023 Gold Tournament Sponsorship | 1,500.00 | Bill Payment |
| 03/06/2023 | 12874 | Public Agency Retirement Services | Contributions for payroll on 03/01/23 | 2,672.39 | Bill Payment |
| 03/06/2023 | 12875 | Arcelia Janitorial Service | Service from 02/01/23-02/28/23 | 3,360.00 | Bill Payment |
| 03/06/2023 | 12876 | Pan Asian Publications (USA) Inc | Chinese and Korean Collection | 2,599.13 | Bill Payment |
| 03/06/2023 | 12877 | Golden State Water Company | Service from 01/25/23-02/23/23 | 1,522.31 | Bill Payment |
| 03/06/2023 | 12878 | Mariposa Landscapes, Inc. | Mainline Repair | 2,452.63 | Bill Payment |
| 03/06/2023 | 12879 | Brodart Co. | Spanish Collection | 393.51 | Bill Payment |
| 03/06/2023 | 12880 | DEMCO, Inc. | Technical services supplies | 63.83 | Bill Payment |
| 03/06/2023 | 12881 | Mango Languages | Mango Conversations Enterprise Subscription | 3,800.00 | Bill Payment |
| 03/06/2023 | 12882 | Midwest Tape-Hoopla | Digital content for Feb 2023 | 6,337.14 | Bill Payment |
| 03/06/2023 | 12883 | SirsiDynix | Horizon SaaS SIP2 Interface | 780.00 | Bill Payment |
| 03/06/2023 | 12884 | Southern California Edison | Service from 01/31/23-02/28/23 | 4,775.99 | Bill Payment |
| 03/06/2023 | 12885 | Brea Trophy and Engraving | Engraving for PLFF Perpetual Trophy | 13.30 | Bill Payment |
| 03/06/2023 | 12886 | Cintas | Janitorial supplies for 03/03/23 | 171.52 | Bill Payment |
| 03/06/2023 | 12887 | Baker & Taylor | Books | 3,266.12 | Bill Payment |
| 03/06/2023 | 12888 | Capitol Door Services | Inspection of front doors | 314.95 | Bill Payment |
| 03/06/2023 | 12889 | Dewey Pest Control | Service for March 2023 | 86.00 | Bill Payment |
| 03/06/2023 | 12890 | SDRMA | Medical & Ancillary Benefits March and April 2023 | 51,029.43 | Bill Payment |
| 03/09/2023 | 12891 | Placentia Library District | For payroll on 03/15/23 and severance check | 110,000.00 | Bill Payment |
| 03/14/2023 | 12892 | FM Thomas Air Conditioning | Work done on AC5 | 1,562.50 | Bill Payment |
| 03/14/2023 | 12893 | Republic Services | Service from 02/01/23-02/28/23 | 169.68 | Bill Payment |
| 03/14/2023 | 12894 | CALNET3 | Service from 02/02/23-03/01/23 | 214.90 | Bill Payment |
| 03/14/2023 | 12895 | Scholastic Library Publishing | Books | 7,282.16 | Bill Payment |
| 03/14/2023 | 12896 | Dell Marketing L.P. | Laptop for Director and charging cable for old LOTs laptop | 3,605.83 | Bill Payment |
| 03/14/2023 | 12897 | UMPQUA BANK | Credit card payment for February | 15,571.65 | Bill Payment |
| 03/14/2023 | 12898 | Cintas | Janitorial supplies for 03/10/23 | 313.49 | Bill Payment |
| 03/14/2023 | 12899 | Baker & Taylor | Books | 3,078.68 | Bill Payment |
| 03/14/2023 | 12900 | CPS HR Consulting | SDD training - Squash Burnout | 2,200.00 | Bill Payment |
| 03/16/2023 | 12901 | Placentia Library District | Additional funds required for payroll on 03/15/23 | 100,000.00 | Bill Payment |
| 03/27/2023 | 12902 | Placentia Library Foundation | PLFF Pass Through from Dec 2022-February 2023 | 1,992.35 | Bill Payment |
| 03/27/2023 | 12903 | Woodruff, Spradlin & Smart | For services rendered through 02/28/23 | 1,479.00 | Bill Payment |
| 03/27/2023 | 12904 | Public Agency Retirement Services | Contributions for payroll on 03/15/23 | 2,543.86 | Bill Payment |
| 03/27/2023 | 12905 | Charter Communications | Service from 03/12/23-04/11/23 | 86.29 | Bill Payment |
| 03/27/2023 | 12906 | Playaway Products | Wonderbooks | 815.99 | Bill Payment |
| 03/27/2023 | 12907 | Tim Balen | Reimbursements for PTAC purchaes | 116.13 | Bill Payment |
| 03/27/2023 | 12908 | Baker & Taylor | Books | 6,046.38 | Bill Payment |
| 03/27/2023 | 12909 | Cintas | Janitorial supplies for 03/17/23 | 474.44 | Bill Payment |
| 03/27/2023 | 12910 | Midwest Tape | Blu-rays and audiobooks | 202.28 | Bill Payment |
| 03/27/2023 | 12911 | Cengage Learning Inc./ Gale | Subscription from 02/28/23-02/27/24 | 6,800.00 | Bill Payment |
| 03/27/2023 | 12912 | Eagle Multi Media Productions | IT Support Service for February 2023 | 7,718.75 | Bill Payment |
| 03/27/2023 | 12913 | OverDrive | Audiobooks and e-books | 9,830.52 | Bill Payment |
| 03/27/2023 | 12914 | Placentia-Yorba Linda Unified School Dist | Authors Luncheon Programs | 452.40 | Bill Payment |
| 03/27/2023 | 12915 | SoCalGas | Service from 02/16/23-03/20/23 | 57.98 | Bill Payment |

9:08 A.M.
04/14/23
Accrual Basis

**Placentia Library District
Check Register
March 2023**

| | | | | | |
|------------|-------|--|---|--------------------------|--------------|
| 03/27/2023 | 12916 | Amy Rutledge | Meditation Classes 5/3, 5/10, 5/17 | 450.00 | Bill Payment |
| 03/27/2023 | 12917 | City of Placentia | Reimbursement for Placentia Civic Center Courtyard Trellis Painting Project and Shared Service: Grounds | 5,557.67 | Bill Payment |
| 03/27/2023 | 12918 | Capitol Door Services | Service and fees for parts to fix front doors | 5,700.90 | Bill Payment |
| 03/27/2023 | 12919 | Republic Services | Service for 04/01/23-06/30/23 | 90.45 | Bill Payment |
| 03/27/2023 | 12920 | Placentia-Yorba Linda Unified School Dist | Spring 2023 Bookmarks | 120.17 | Bill Payment |
| 03/27/2023 | 12921 | YourMembership.com, Inc. | ALA Job Posting renewal for Supervising Librarian, Adult Services | 404.10 | Bill Payment |
| 03/27/2023 | 12922 | California Library Association | CLA Institutional Membership Renewal 2023 | 750.00 | Bill Payment |
| | | | | <u>380,826.80</u> | |

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

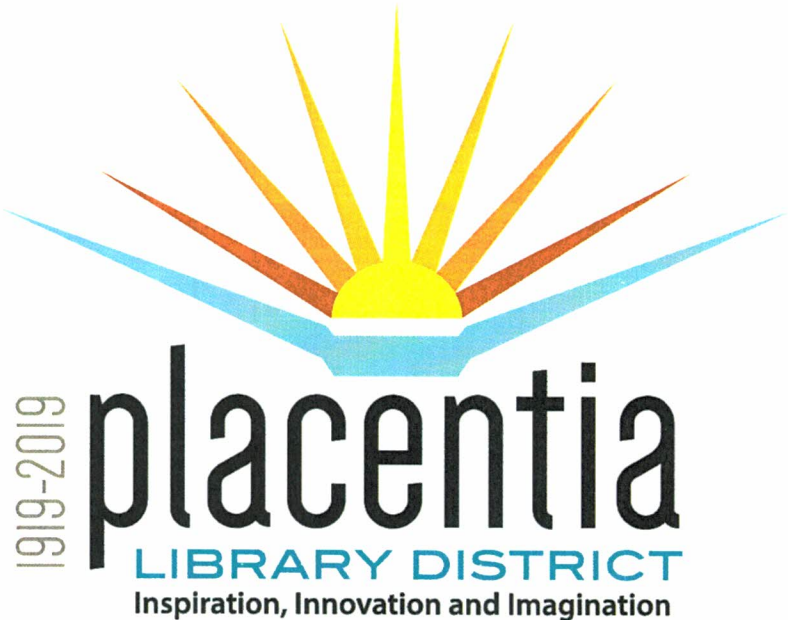
FROM: Jeanette Contreras, Library Director

SUBJECT: Fund Balance Report through March 2023 for Placentia Library District Fund 9LX with Orange County Treasurer

DATE: April 24, 2023

| 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 | |
| 5/31/2023 | |
| 6/30/2023 | |

| Fiscal Year 2021-2022 | |
|------------------------------|------------|
| 7/31/2021 | 797,842.63 |
| 8/31/2021 | 798,184.45 |
| 9/30/2021 | 798,537.58 |
| 10/31/2021 | 798,901.40 |
| 11/30/2021 | 799,252.48 |
| 12/31/2021 | 799,583.47 |
| 1/31/2022 | 799,893.16 |
| 2/28/2022 | 800,192.11 |
| 3/31/2022 | 800,425.89 |
| 4/30/2022 | 800,659.68 |
| 5/31/2022 | 800,890.91 |
| 6/30/2022 | 801,591.77 |



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: **Financial Reports through March 2023 for the Placentia Library District Accounts on Deposit with the Orange County Treasurer and the Placentia Library District General Ledger**

DATE: April 24, 2023

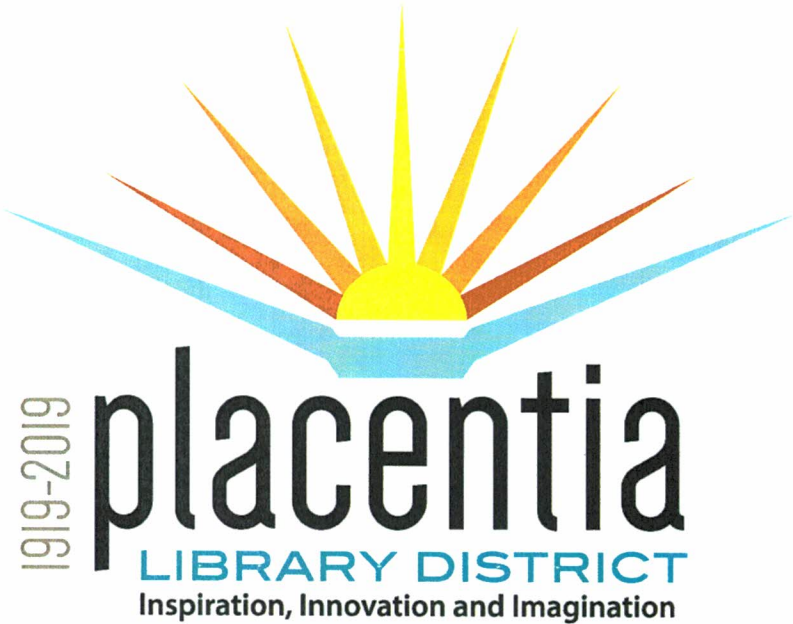
Summary of Cash and Investments as of March 31, 2023

| | | |
|--|-----------|---------------------|
| Cash with Orange County Treasurer Fund 9LX | \$ | 809,466.13 |
| General Fund Checking – Bank of the West | \$ | 647,801.14 |
| General Fund Savings – Bank of the West | \$ | 1,958,479.76 |
| <i>(Impact Fees in Savings – Restricted)</i> | \$ | 760,223.98 |
| Payroll Checking – Wells Fargo Bank | \$ | 33,008.77 |
| Total Cash and Investments | \$ | 3,448,755.80 |

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 March 31, 2023

| ACCT # | DESCRIPTION | BUDGET | YTD ACTUAL | BALANCE | PERCENT % RECEIVED |
|---|--|-----------|------------|-------------|--------------------|
| PROPERTY TAX REVENUE | | | | | |
| 4010 | Property Taxes - Current Secured | 2,863,761 | 1,852,239 | (1,011,522) | 64.7% |
| 4020 | Property Taxes - Current Unsecured | 95,849 | 70,109 | (25,740) | 73.1% |
| 4050 | Property Taxes - Curr Supplemental | 53,482 | 85,325 | 31,843 | 159.5% |
| * 4070 | Interest on Unapport Tax | 0 | 638 | 638 | - |
| 4080 | Penalties & Costs on Delinq Taxes | 21,729 | 21,782 | 53 | 100.2% |
| 4090 | Taxes Special Dist Augmentation | 10,173 | 0 | (10,173) | 0.0% |
| * 4180 | Other Revenue | 0 | 18,201 | 18,201 | - |
| 4190 | State - Homeowners Property Tax Relief | 13,415 | 6,238 | (7,177) | 46.5% |
| | Sub Total | 3,058,409 | 2,054,531 | (1,003,878) | 67.2% |
| INTEREST REVENUE | | | | | |
| 4600 | Interest | 8,500 | 4,777 | (3,723) | 56.2% |
| | Sub Total | 8,500 | 4,777 | (3,723) | 56.2% |
| GRANT REVENUE | | | | | |
| 4210, 4421 | State Grants | 330,254 | 192,953 | (137,301) | 58.4% |
| 4220, 4230 | Fed/Other Grants | 10,000 | 1,000 | (9,000) | 10.0% |
| | Sub Total | 340,254 | 193,953 | (146,301) | 57.0% |
| MISCELLANEOUS REVENUES | | | | | |
| 4410, 4414C | PLFF Grants | 35,000 | 0 | (35,000) | 0.0% |
| 4310 | Fines & Fees | 20,000 | 10,018 | (9,982) | 50.1% |
| 4320, 4330 | Passport/Photos | 266,875 | 167,361 | (99,514) | 62.7% |
| 4340 | Meeting Room Fees | 100 | 2,147 | 2,047 | 2146.7% |
| 4350 | Test Proctor | 2,400 | 1,220 | (1,180) | 50.8% |
| * 4430 | Other: Miscellaneous | 0 | 13,211 | 13,211 | - |
| | Sub Total | 324,375 | 193,956 | (130,419) | 59.8% |
| TOTAL REVENUES YTD FOR FY 22/23: | | 3,723,038 | 2,447,218 | (1,284,320) | 65.7% |
| 4440 | Cash/Investments | 3,778,908 | 0 | (3,778,908) | 0.0% |
| 4500 | Impact Fees - Restricted Funds | 623,224 | 136,044 | (487,180) | 21.8% |

* Mathematically unable to divide by zero.

PLACENTIA LIBRARY DISTRICT
EXPENDITURES REPORT
March 31, 2023

75% of the year completed.

| ACCOUNT | DESCRIPTION | APPROPRIATIONS | EXPENDED | CURRENT | REMAINDER |
|---|--|--------------------|--------------------|-------------|--------------------|
| SALARIES & EMPLOYEE BENEFITS | | | | | |
| 5010, 5020 | Salaries & Wages | 2,583,332 | 1,067,140 | 0.41 | \$1,516,192 |
| 5030 | Retirement & Post Employment Trust 115 | 79,100 | 61,500 | 0.78 | \$17,600 |
| 5040 | Unemployment Insurance | 3,000 | 0 | 0.00 | \$3,000 |
| 5050 | Health Insurance | 318,258 | 118,404 | 0.37 | \$199,854 |
| 5060 | Life Insurance | 9,740 | 1,710 | 0.18 | \$8,030 |
| 5064 | Dental Insurance | 16,845 | 5,002 | 0.30 | \$11,843 |
| 5066 | AD & D Insurance | 7,600 | 2,515 | 0.33 | \$5,085 |
| 5068 | Vision Insurance | 3,334 | 1,052 | 0.32 | \$2,282 |
| 5070 | Workers' Compensation Insurance | 34,353 | 11,477 | 0.33 | \$22,876 |
| 5090 | Education Assistance Program | 5,000 | 0 | 0.00 | \$5,000 |
| | TOTAL | \$3,060,562 | \$1,268,799 | 0.41 | \$1,791,763 |
| SERVICES & SUPPLIES | | | | | |
| 5099 | Property & Liability Insurance | 45,000 | 23,881 | 0.53 | \$21,120 |
| 5100 | Communications | 55,000 | 37,563 | 0.68 | \$17,437 |
| 5150, 5170, 5180 | Janitorial Supplies & Services | 50,000 | 46,446 | 0.93 | \$3,554 |
| 5160 | Refuse Disposal | 5,200 | 1,762 | 0.34 | \$3,438 |
| 5205 | Maintenance Equipment | 15,000 | 25,809 | 1.72 | (\$10,809) |
| 5210-5280 | Building Maintenance | 165,000 | 87,292 | 0.53 | \$77,708 |
| 5290 | Memberships | 25,000 | 6,907 | 0.28 | \$18,093 |
| 5300-5350 | Office Expenses & Postage | 136,198 | 82,554 | 0.61 | \$53,644 |
| 5400-5480 | Prof./Specialized Services | 307,305 | 111,364 | 0.36 | \$195,941 |
| 5490 | Loan Obligation (-bank) | 73,844 | 73,844 | 1.00 | (\$0) |
| 5495, 5910, 5920 | Programs | 55,000 | 43,099 | 0.78 | \$11,901 |
| 5500 | Books/Library Materials | 535,000 | 214,671 | 0.40 | \$320,329 |
| 5600 | Travel & Meetings/Professional Development | 65,000 | 18,188 | 0.28 | \$46,812 |
| 5700 | Mileage/Parking | 1,000 | 472 | 0.47 | \$528 |
| 5800 | Utilities | 28,500 | 23,384 | 0.82 | \$5,116 |
| 5900 | Bookmobile - Vehicle | 240,000 | 53,160 | 0.22 | \$186,840 |
| 5901 | Bookmobile - Collection | 35,000 | 0 | 0.00 | \$35,000 |
| 5902 | Bookmobile - Supplies & Materials | 6,500 | 0 | 0.00 | \$6,500 |
| 5903 | Bookmobile - Charging Station | 70,000 | 0 | 0.00 | \$70,000 |
| 5904 | Bookmobile - Other | 2,500 | 0 | 0.00 | \$2,500 |
| 5295, 6000 | Other | 10,000 | 8,569 | 0.86 | \$1,431 |
| | TOTAL | \$1,926,047 | \$858,963 | 0.45 | \$1,067,084 |
| OPERATING EXPENSES | | | | | |
| | | \$4,986,609 | \$2,127,762 | 0.43 | \$2,858,847 |
| FIXED ASSETS & TAXES | | | | | |
| 1310 | Building Improvements | \$292,000 | 39,860 | 0.14 | \$252,140 |
| 1320 | Equipment & Furniture | \$50,000 | 20,143 | 0.40 | \$29,857 |
| 6100 | Taxes and Assessments | \$17,500 | 8868 | 0.51 | \$8,632 |
| | TOTAL | \$359,500 | \$68,871 | 0.19 | \$290,629 |
| TOTAL BUDGET | | \$5,346,109 | \$2,196,633 | 0.41 | \$3,149,476 |

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Yesenia Baltierra, Assistant Library Director

SUBJECT: Acquisitions Report for March 2023

DATE: April 24, 2023

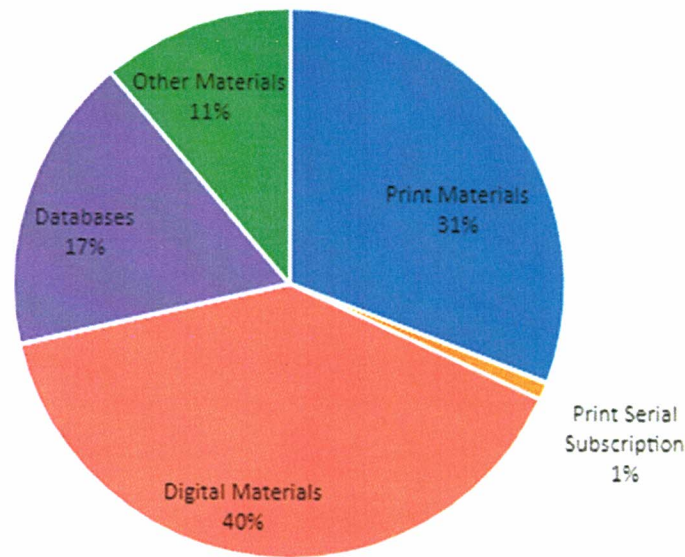
MONTHLY STATISTICS

| Total Budget | FY 2022-23 | % Spent | FY 2021-22 | % Spent |
|--------------|--------------|---------|--------------|---------|
| | \$535,000.00 | 43% | \$314,000.00 | 63% |

| Collection Expenditures | March 2023 | March 2022 | FY-T-D 2022-23 | FY-T-D 2021-22 | FY-T-D % changed |
|--------------------------------------|-----------------|-----------------|-------------------|-------------------|---------------------|
| Print Materials | \$16,056 | \$5,994 | \$71,272 | \$83,568 | -15% |
| Print Serial Subscription | \$0 | \$0 | \$2,405 | \$2,448 | -2% |
| Total Print Materials | \$16,056 | \$5,994 | \$73,677 | \$86,016 | -14% |
| Digital Materials | \$10,772 | \$4,415 | \$91,403 | \$50,499 | 81% |
| Databases | \$19,999 | \$0 | \$40,301 | \$44,929 | -10% |
| Total Electronic Content | \$30,771 | \$4,415 | \$131,704 | \$95,428 | 38% |
| Other Materials | \$5,901 | \$3,005 | \$25,910 | \$17,059 | 52% |
| Total Collection Expenditures | \$52,728 | \$13,414 | \$231,291 | \$198,503 | 17% |

| Titles Added | March 2023 | March 2022 | FY-T-D 2022-23 | FY-T-D 2021-22 | FY-T-D % changed |
|---------------------------------|---------------|---------------|-------------------|-------------------|---------------------|
| Print Materials | 1,072 | 332 | 3,997 | 3,958 | 1% |
| Print Serial Subscription | - | - | 9 | 17 | -47% |
| Total Print Materials | 1,072 | 332 | 4,006 | 3,975 | 1% |
| Digital Materials | 3,738 | 2,338 | 31,622 | 18,695 | 69% |
| Databases | 5 | - | 11 | 14 | -21% |
| Total Electronic Content | 3,743 | 2,338 | 31,633 | 18,709 | 69% |
| Other Materials | 115 | 33 | 414 | 397 | 4% |
| Total Titles Added | 4,930 | 2,703 | 36,053 | 23,081 | 56% |

COLLECTION EXPENDITURES



■ Print Materials ■ Print Serial Subscription ■ Digital Materials ■ Databases ■ Other Materials

| All Materials Held | March 2023 | February 2023 | Month to Month % changed |
|--------------------------|------------|---------------|--------------------------|
| Total Materials Physical | 80,559 | 81,004 | -1% |
| Total Materials Digital | 1,534,104 | 1,501,555 | 2% |
| Total All Materials | 1,614,663 | 1,582,559 | 2% |

| Children's Physical Materials Held | March 2023 | February 2023 | Month to Month % change |
|---|---------------|---------------|-------------------------|
| Children's Fiction | 25,048 | 25,079 | 0% |
| Children's Nonfiction | 14,050 | 14,070 | 0% |
| Children's Magazine | 170 | 162 | 5% |
| Children's Audiobook | 749 | 729 | 3% |
| Children's DVD/Video | 1,705 | 1,692 | 1% |
| Children's LOTs | 60 | 60 | 0% |
| TOTAL All Children's Physical Material | 41,782 | 41,792 | 0% |

| Adult/Teen Physical Materials Held | March | February | Month to Month |
|---|---------------|-----------------|-----------------------|
| | 2023 | 2023 | % change |
| Adult Fiction | 16,775 | 16,849 | 0% |
| Adult Nonfiction | 13,650 | 14,065 | -3% |
| Adult Magazine | 120 | 114 | 5% |
| Adult Audiobook | 1,258 | 1,255 | 0% |
| Adult DVD/Video | 4,031 | 4,019 | 0% |
| Adult LOTs | 140 | 140 | 0% |
| Video Games | 349 | 342 | 2% |
| Teen Fiction | 2,454 | 2,428 | 1% |
| TOTAL All Adult/Teen Physical Material | 38,777 | 39,212 | -1% |

| Digital Material Held | March | February | Month to Month |
|-----------------------------------|------------------|------------------|-----------------------|
| | 2023 | 2023 | % change |
| eBooks | 876,471 | 850,116 | 3% |
| Digital Audiobooks | 195,927 | 194,173 | 1% |
| Digital Videos | 95,803 | 94,439 | 1% |
| Digital Magazines | 4,612 | 4,612 | 0% |
| Digital Music | 361,280 | 358,209 | 1% |
| Databases | 11 | 6 | 83% |
| TOTAL All Digital Material | 1,534,104 | 1,501,555 | 2% |



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Service Revenue Activities Report for March 2023

DATE: April 24, 2023

Net Revenue Summary for March 2023

| | | | YTD | YTD |
|-----------------|------------------|------------------|-------------------|-------------------|
| | Mar-23 | Mar-22 | 2022-2023 | 2021-2022 |
| Passport | 10,745 | 42,151 | 116,871 | 170,281 |
| Passport Photos | 2,976 | 10,125 | 31,632 | 41,897 |
| Test Proctor | 200 | 100 | 1,200 | 1,650 |
| Fines & Fees | 1,007 | 2,249 | 9,079 | 12,096 |
| Meeting Room | 1,072 | 0 | 2,092 | 40 |
| TOTAL | \$ 16,000 | \$ 54,625 | \$ 160,874 | \$ 225,964 |



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Library Impact Fee Report – March 31, 2023

DATE: April 24, 2023

| Total Monthly Fees Collected | | | YTD | YTD |
|------------------------------|-------------|-------------|--------------|--------------|
| | Mar-23 | Mar-22 | 2022-2023 | 2021-2022 |
| | \$19,008.00 | \$23,407.28 | \$136,043.84 | \$108,920.36 |

Development Projects List

| | Developer/Builder Name | Project Description | Address | Sq. Ft | Fee Paid to Library | Date |
|----|---|-------------------------|--------------------------|--------|---------------------|------------|
| 1 | Jesus Rodriguez | New 1 Bedroom ADU | 604 Twilight St. | 504 | \$ 463.68 | 7/25/2022 |
| 2 | Ernesto Ramos | 2 Single Fam.Residence | 119 S. Main St. | 3,972 | \$ 3,654.24 | 8/3/2022 |
| 3 | Kris Kakkar | Single Fam. Residence | 2234 California St. | 4,800 | \$ 4,416.00 | 8/16/2022 |
| 4 | Whitstone Properties Inc. | Single Fam. Residence | 2236 California St. | 3,600 | \$ 3,312.00 | 8/25/2022 |
| 5 | Whitstone Properties Inc. | Single Fam. Residence | 2238 California St. | 3,000 | \$ 2,760.00 | 8/25/2022 |
| 6 | LandSea Homes | 8 Multifamily Dwellings | 1570 Topeka Ave | 10,607 | 11879.84 | 9/1/2022 |
| 7 | George Arechiga | 1 SFD Addition | 248 Wilson Ave. | 1,065 | \$ 979.80 | 9/15/2022 |
| 8 | Ted Romios | 1 SFD Addition | 2401 Rose Dr. | 1,678 | \$ 1,543.76 | 9/21/2022 |
| 9 | Melanie Mallers | New 1 Story ADU | 427 Windflower Circle. | 748 | \$ 688.16 | 10/4/2022 |
| 10 | Rocco Enterprises | Single Fam. Residence | 1663 Oak St. | 1,220 | \$ 1,122.40 | 10/13/2022 |
| 11 | Eric Chang | New 3-Bedroom ADU | 949 Cobb Ave. Unit B | 1,182 | \$ 1,087.44 | 10/19/2022 |
| 12 | National Core | 65 Senior Housing Units | 1314 N. Angelina Dr. | 55,126 | \$ 61,741.12 | 11/18/2022 |
| 13 | LandSea Homes | Single Fam. Attached | 1568 and 1572 Lima Way | 15,983 | \$ 17,261.64 | 1/12/2023 |
| 14 | LandSea Homes | Single Fam. Attached | 1567 Lima Way, units 1-5 | 5,672 | \$ 6,125.76 | 2/2/2023 |
| 15 | Jose Pineda | New 2nd Story ADU | 967 Tafolla St. | 594 | \$ 546.48 | 3/7/2023 |
| 16 | Landsea Homes | Single Fam. Attached | 1566 Topeka Ave | 10,607 | \$ 11,455.56 | 3/10/2023 |
| 17 | Landsea Homes | Single Fam. Attached | 1571 Lima Way | 6,487 | \$ 7,005.96 | 3/10/2023 |
| 18 | | | | | | |
| 19 | | | | | | |
| 20 | | | | | | |
| | 2022/2023 YTD Total | | | | \$ 136,043.84 | |
| | Ending Balance as of 6/30/22 | | | | \$ 624,190.14 | |
| | Running Total as of last zero (0) balance (12/31/2019). | | | | \$ 760,233.98 | |



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: **Personnel Report for March 2023**

DATE: April 24, 2023

| | | | YTD | YTD |
|--------------------------------|--------|--------|-----------|-----------|
| | Mar-23 | Mar-22 | 2022-2023 | 2021-2022 |
| Separation | 0 | 0 | 3 | 3 |
| Retirement | 0 | 0 | 1 | 1 |
| Appointments | 1 | 2 | 10 | 10 |
| Open Positions | *2 | 0 | 11 | 9 |
| Workers' Compensation Leave | 0 | 0 | 0 | 0 |
| TOTAL | 3 | 2 | 25 | 23 |

*One position on-going

SEPARATION:

None

RETIREMENT:

None

APPOINTMENTS:

Malcolm Jones, Library Assistant – Adult and Teen Services

OPEN POSITIONS:

Supervising Librarian – Adult Services
Business Manager, Administration

WORKERS COMPENSATION LEAVE:

None



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees
FROM: Jeanette Contreras, Library Director
SUBJECT: City of Placentia - Shared Maintenance Costs through March 2023
DATE: April 24, 2023

CITY OF PLACENTIA INVOICES

| PERIOD COVERED FY 2022-2023 | INVOICE DATE | SO. CAL EDISON | TURF (Merchants) | GROUNDS (SA Aquatics) | AT&T | FACILITY MAINT | TOTAL |
|--------------------------------|--------------|----------------|--------------------|-----------------------|----------------|-----------------|--------------------|
| Jul-22 | 7/25/2022 | 0.00 | 1,655.06 | 249.60 | 9.33 | 0.00 | 1,913.99 |
| Aug-22 | 8/31/2022 | 0.00 | 1,655.06 | 0.00 | 10.20 | 0.00 | 1,665.26 |
| Sep-22 | * | * | * | * | * | * | 0.00 |
| Oct-22 | 10/4/2022 | 0.00 | 1,655.06 | 574.08 | 11.00 | 0.00 | 2,240.14 |
| Nov-22 | 11/21/2022 | 0.00 | 3,310.12 | 574.08 | 10.35 | 0.00 | 3,894.55 |
| Dec-22 | * | * | * | * | * | * | 0.00 |
| Jan-23 | 1/17/2023 | 0.00 | 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 | | | | | | | 0.00 |
| May-23 | | | | | | | 0.00 |
| Jun-23 | | | | | | | 0.00 |
| TOTAL | | \$0.00 | \$14,895.54 | \$2,258.88 | \$71.66 | \$793.75 | \$18,019.83 |

* City Billing Not Received

| PERIOD COVERED FY 2021-2022 | INVOICE DATE | SO. CAL EDISON | TURF (Merchants) | GROUNDS (SA Aquatics) | AT&T | FACILITY MAINT | TOTAL |
|--------------------------------|--------------|----------------|--------------------|-----------------------|-----------------|-------------------|--------------------|
| Jul-21 | 7/21/2021 | 0.00 | 1,600.40 | 499.20 | 9.85 | 0.00 | 2,109.45 |
| Aug-21 | 8/25/2021 | 0.00 | 1,655.06 | 0.00 | 9.73 | 0.00 | 1,664.79 |
| Sep-21 | * | * | * | * | * | * | 0.00 |
| Oct-21 | 10/12/2021 | 0.00 | 3,310.12 | 499.20 | 9.68 | 0.00 | 3,819.00 |
| Nov-21 | 11/8/2021 | 0.00 | 1,655.06 | 499.20 | 9.73 | 0.00 | 2,163.99 |
| Dec-21 | * | * | * | * | * | * | 0.00 |
| Jan-22 | 1/12/2022 | 0.00 | 1,655.06 | 0.00 | 18.95 | 677.91 | 2,351.92 |
| Feb-22 | 2/16/2022 | 0.00 | 3,310.12 | 499.20 | 18.80 | 0.00 | 3,828.12 |
| Mar-22 | 3/23/2002 | 0.00 | 1,655.06 | 499.20 | 9.38 | 338.87 | 2,502.51 |
| Apr-22 | 4/18/2022 | 0.00 | 1,655.06 | 249.60 | 9.38 | 0.00 | 1,914.04 |
| May-22 | 5/23/2022 | 0.00 | 1,655.06 | 249.60 | 9.31 | 1,022.88 | 2,936.85 |
| Jun-22 | 6/20/2022 | 0.00 | 1,655.06 | 249.60 | 9.33 | 0.00 | 1,913.99 |
| TOTAL | | \$0.00 | \$19,806.06 | \$3,244.80 | \$114.14 | \$2,039.66 | \$25,204.66 |



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Administration Report for March 2023

DATE: April 24, 2023

Meetings:

- March 1
Library Director met with two vendors to discuss the HVAC and loading dock projects.
- March 2
Library Director met with a potential library strategic planning consultant to facilitate the strategic planning discussions during the staff development day. The Director also attended the joint-use committee meetings with President Martin and Trustee Nelson.
- March 1 & 15
Assistant Library Director continues to assist as the Scholarship Committee Co-chair. During the PRTWC Board meeting the Board approved an increase for scholarships from \$17,000 to \$25,000. Assistant Library Director suggested funds be considered for the library summer reading program. The Board discussed and pre-approved \$2,000 for the summer reading program. The Board will be discussing the pre-approved funds at the April general meeting for final approval.
- March 7
Library Director attended the ISDOC zoom meeting with Trustee Nelson.

Assistant Library Director met with PYLUSD to discuss and confirm bookmobile stops at: Ruby Drive Elementary, Melrose Elementary, Tynes Elementary, Valadez Middle School, Kraemer Middle School and Valencia High School. In addition, all student access card process was discussed. Assistant Library Director suggested it be added to their Aries registration portal for parents to access during registration period. PYLUSD was provided sample MOUs for review and consideration.
- March 8
Library Director met an employee to discuss a personnel matter. She attended the Public Library Directors Forum (PLDF) planning committee meeting, as the committee discusses the agenda and activities for the April forum.
- March 13
Library Director attended the PLFF board meeting. She thanked the board for a successful Authors Luncheon event and assisted with discussions of upcoming fundraisers, including Yogurtland and a movie.

- March 16
Library Director met with HVAC vendor to discuss options for monthly maintenance service of HVAC units.

Assistant Library Director attended the California Libraries Learn (CALL) Advisor Team Meeting to provide input and feedback on survey questions, focus groups and areas of interest for library staff in order to offer the most effective and meaningful professional development opportunities over the coming year.

- March 22
Library Director met with the PLDF Planning Committee to prepare for the April forum.
- March 23
Library Director met with two representatives from EMCOR to go over a couple of areas in the library with temperature issues and to discuss an exhaustion fan for the Hangar.
- March 28
Library Director met with KYA Group to provide information regarding the OLE project. She and the Assistant Library Director also met with supervisors for the Library Management Team (LMT) and all-staff meetings.

Assistant Library Director met with Golden Sentry Contractors to discuss the Hangar flooring project's timeline, expectations, and schedule options. Vendor will be out to inspect electrical access before project date is confirmed.

- March 29
Library Director met with vendors to provide information and on-site view for the OLE and office window covering projects. She also attended the PLDF planning committee meeting.
- March 30
Library Director attended the ISDOC zoom meeting with Trustee Nelson. She met with EMCOR to over unit 7 thermostat and met with Aaron Avery from CSDA regarding library legislations.

Events/Functions

- March 4
Library Director and Assistant Library Director attended and assisted with the Annual Authors Luncheon fundraiser at the Alta Vista Country Club (AVCC).
- March 11
Assistant Library Director attended Writer to Writer Literacy event in support of two of our learners runner up places in the following categories:
 - Emerging Category: Runner-Up— Stephanie Carlson, Fred Korematsu Speaks Up by Laura Atkins and Stan Yogi
 - Beginning Category: Runner-Up— Ji Hyun Kim, Jackie Robinson by Joe Schuster

- March 22
Library Director participated in the Principal for a Day event, where she met the principal and staff at George Key School. Possibilities for future collaborations with George Key includes a bookmobile visit, collection assistance, and reader visits.

- March 23
Library Director and Assistant Library Director attended the PLFF Yogurtland fundraiser.

- March 25
Library Director attended the Santa Ana Public Library's TeenTime grand opening at El Salvador Community Center.

- March 27
Library Director, Assistant Library Director, and the Executive Assistant, attended the Library Board meeting. Library Director assisted with the Boys & Girls Club Golf fundraiser at AVCC.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Yesenia Baltierra, Assistant Library Director

SUBJECT: Circulation Activity Report for March 2023

DATE: April 24, 2023

| Children's Circulation | March 2023 | March 2022 | FY-T-D 2022-23 | FY-T-D 2021-22 | FY-T-D % change |
|--|-----------------------|-----------------------|---------------------------|---------------------------|----------------------------|
| Children's Fiction Physical | 8,963 | 9,080 | 87,710 | 73,579 | 19% |
| Children's Fiction Digital | 945 | 998 | 7,760 | 7,767 | 0% |
| Children's Fiction TOTAL | 9,908 | 10,078 | 95,470 | 81,346 | 17% |
| Children's Nonfiction Physical | 2,879 | 2,638 | 21,888 | 18,296 | 20% |
| Children's Nonfiction Digital | 121 | 175 | 1,004 | 1,169 | -14% |
| Children's Non-Fiction TOTAL | 3,000 | 2,813 | 22,892 | 19,465 | 18% |
| Children's Magazine Physical | 7 | 26 | 157 | 111 | 41% |
| Children's Magazine Digital | 205 | 63 | 2,321 | 115 | 1918% |
| Children's Magazine TOTAL | 212 | 89 | 2,478 | 226 | 996% |
| Children's Audiobook Physical | 475 | 317 | 3,408 | 1,505 | 126% |
| Children's Audiobook Digital | 553 | 425 | 4,167 | 3,623 | 15% |
| Children's Audiobook TOTAL | 1,028 | 742 | 7,575 | 5,128 | 48% |
| Children's DVD/Video Physical | 349 | 368 | 2,750 | 3,247 | -15% |
| Children's DVD/Video Digital | 78 | 47 | 547 | 368 | 49% |
| Children's DVD/Video TOTAL | 427 | 415 | 3,297 | 3,615 | -9% |
| Children's LOTs | 44 | 22 | 277 | 204 | 36% |
| Music Digital | 13 | 3 | 120 | 170 | -29% |
| TOTAL All Children's Physical Content | 12,717 | 12,451 | 116,190 | 96,942 | 20% |
| TOTAL All Children's Digital Content | 1,915 | 1,711 | 15,919 | 13,212 | 20% |
| TOTAL All Children's Content | 14,632 | 14,162 | 132,109 | 110,154 | 20% |

| Adult/Teen Circulation | March | March | FY-T-D | FY-T-D | FY-T-D |
|--|---------------|---------------|----------------|----------------|-----------------|
| | 2023 | 2022 | 2022-23 | 2021-22 | % change |
| Adult Fiction Physical | 2,161 | 2,430 | 19,624 | 21,876 | -10% |
| Adult Fiction Digital | 1,936 | 1,952 | 14,129 | 18,307 | -23% |
| Adult Fiction TOTAL | 4,097 | 4,382 | 33,753 | 40,183 | -16% |
| Adult Nonfiction Physical | 1,493 | 1,657 | 13,789 | 12,609 | 9% |
| Adult Nonfiction Digital | 650 | 620 | 6,142 | 5,267 | 17% |
| Adult Non-Fiction TOTAL | 2,143 | 2,277 | 19,931 | 17,876 | 11% |
| Adult Magazine Physical | 24 | 45 | 224 | 231 | -3% |
| Adult Magazine Digital | 209 | 164 | 2,343 | 1,938 | 21% |
| Adult Magazine TOTAL | 233 | 209 | 2,567 | 2,169 | 18% |
| Adult Audiobook Physical | 139 | 192 | 1,240 | 1,646 | -25% |
| Adult Audiobook Digital | 3,921 | 2,894 | 30,290 | 24,801 | 22% |
| Adult Audiobook TOTAL | 4,060 | 3,086 | 31,530 | 26,447 | 19% |
| Adult DVD/Video Physical | 721 | 763 | 6,238 | 6,534 | -5% |
| Adult DVD/Video Digital | 453 | 230 | 3,130 | 2,361 | 33% |
| Adult DVD/Video TOTAL | 1,174 | 993 | 9,368 | 8,895 | 5% |
| Adult LOTs | 91 | 80 | 758 | 496 | 53% |
| Video Games | 236 | 268 | 1,805 | 2,019 | -11% |
| Music Digital | 107 | 70 | 693 | 665 | 4% |
| Teen Fiction Physical | 291 | 333 | 2,688 | 2,989 | -10% |
| Teen Fiction Digital | 227 | 157 | 1,952 | 2,274 | -14% |
| Teen Fiction Total | 518 | 490 | 4,640 | 5,263 | -12% |
| TOTAL All Adult/Teen Physical Content | 5,156 | 5,768 | 46,366 | 48,400 | -4% |
| TOTAL All Adult/Teen Digital Content | 7,503 | 6,087 | 58,679 | 55,613 | 6% |
| TOTAL All Adult/Teen Content | 12,659 | 11,855 | 105,045 | 104,013 | 1% |

| All Circulation | March | March | FY-T-D | FY-T-D | FY-T-D |
|----------------------------------|---------------|---------------|----------------|----------------|-----------------|
| | 2023 | 2022 | 2022-23 | 2021-22 | % change |
| Total Circulation Physical | 17,873 | 18,219 | 162,556 | 145,342 | 12% |
| Total Circulation Digital | 9,418 | 7,798 | 74,598 | 68,825 | 8% |
| Total All Circulation | 27,291 | 26,017 | 237,154 | 214,167 | 11% |
| Non-English Language Circulation | 572 | 554 | 4,491 | 4,878 | -8% |

| Online Database Usage | March | March | FY-T-D | FY-T-D | FY-T-D |
|---|--------------|--------------|----------------|----------------|-----------------|
| <i>Funded by Placentia Library District</i> | 2023 | 2022 | 2022-23 | 2021-22 | % change |
| ABC Mouse | 4,074 | 1,505 | 39,699 | 15,682 | 153% |
| Creative Bug | 9 | 28 | 249 | 297 | -16% |
| Data Axle | 25 | 486 | 522 | 2,646 | -80% |
| Freegal | 1,103 | 1,073 | 9,537 | 8,814 | 8% |
| Novelist | 30 | 25 | 1,690 | 263 | 543% |
| BookFlix | 63 | | 63 | | |
| TrueFlix | 39 | | 39 | | |
| Mango Languages | 30 | | 30 | | |
| ChiltonLibrary | 2 | | 2 | | |
| TOTAL PLD DATABASE USAGE | 5,375 | 3,146 | 52,209 | 28,172 | 85% |

| Online Database Usage | March | March | FY-T-D | FY-T-D | FY-T-D |
|---|--------------|--------------|----------------|----------------|-----------------|
| <i>Funded by California State Library</i> | 2023 | 2022 | 2022-23 | 2021-22 | % change |
| Brainfuse VetNow | 9 | 323 | 134 | 631 | -79% |
| Brainfuse HelpNow* | 10 | | 362 | | |
| Britannica | 79 | 79 | 526 | 288 | 83% |
| LinkedIn Learning | 89 | 381 | 2,024 | 564 | 259% |
| ProQuest | 2 | 7 | 62 | 252 | -75% |
| ProQuest Culture Grams | 4 | 40 | 26 | 63 | -59% |
| Skillshare | 3 | 6 | 15 | 29 | -48% |
| Teaching Books and Book Connections | 0 | 25 | 874 | 509 | 72% |
| National Geographic Kids (Gale) | 3 | 1 | 71 | 21 | 238% |
| Gale in Context: Environmental Studies | 0 | 0 | 7 | 6 | 17% |
| Gale Interactive: Science | 0 | 1 | 61 | 35 | 74% |
| Coursera | 40 | 18 | 116 | 35 | 231% |
| EBSCO LearningExpress Library | 1 | 3 | 27 | 17 | 59% |
| GetSetUp | 25 | 0 | 149 | 5 | 2880% |
| Northstar | 0 | 1 | 0 | 9 | -100% |
| TOTAL CSL DATABASE USAGE | 265 | 885 | 4,454 | 2,464 | 81% |
| TOTAL ALL DATABASE USAGE | 5,640 | 4,031 | 56,663 | 30,636 | 85% |

*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 March 2023

DATE: April 24, 2023

| Number of Programs by Type | March 2023 | March 2022 | FY-T-D 2022-23 | FY-T-D 2021-22 | FY-T-D % change |
|----------------------------|---------------|---------------|-------------------|-------------------|--------------------|
| Storytime | 9 | 11 | 9 | 11 | -18% |
| Children's Programs | 6 | 3 | 6 | 3 | 100% |
| Outreach | 8 | 1 | 8 | 1 | 700% |
| TOTAL Children | 23 | 15 | 23 | 15 | 53% |

| Program Attendance by Type | March 2023 | March 2022 | FY-T-D 2022- 23 | FY-T-D 2021-22 | FY-T-D % change |
|----------------------------|---------------|---------------|-----------------------|-------------------|--------------------|
| Storytime | 494 | 498 | 494 | 498 | -1% |
| Children's Programs | 299 | 63 | 299 | 63 | 375% |
| Outreach | 274 | 105 | 274 | 105 | 161% |
| TOTAL Children | 1,067 | 666 | 1,067 | 666 | 60% |

ACHIEVEMENTS

- Mayli Apontti planned and conducted 2 in-person Family Storytimes on March 18 and 25.
- Mayli Apontti created a children's display to promote Women's History Month,
- Mayli Apontti collaborated with Michelle Meades and Elizabeth Tapia in creating an Anti-Bullying Month display in the glass display case.
- Mayli Apontti, Daisy Badge, and Elizabeth Tapia planned and conducted the Read Across America Storytime and craft program on March 2.
- Elizabeth Tapia led the Morning Meet Ups program on March 6, 13, 20, and 27.
- Elizabeth Tapia planned and conducted 3 in-person Luna, Luna Storytimes on March 15, 22, and 29.
- Janet Tapia represented the library at the City's Santa Fe Park ribbon cutting event and provided information to over 100 attendees on March 18.
- Elizabeth Tapia planned and conducted a STEAM Lab program on March 21.

- Elizabeth Tapia created a display for Women’s History Month that was set up in our children’s section to highlight Women’s History Month titles across our children’s collection.
- Elizabeth Tapia collaborated with Michelle Meades to create a display for Anti-Bullying Month in the children’s section, and selected titles from the children's and adults' collection to display.
- Janet Tapia, Elizabeth Tapia and Malcolm Jones attended two open houses at Ruby Drive Elementary School and Tynes Elementary School on March 23 and March 30 to conduct library outreach and promote the upcoming Summer Reading Program.
- Janet Tapia visited LOT 318’s homework club on March 1, 7, 8, 22 and 29.
- Daisy Badge planned and conducted 3 Baby Giggles and Wiggles Storytimes on March 16, 23 and 30.
- Daisy Badge created 2 displays to promote Read to the Dogs and Read Across America in the lobby display case.

MEETINGS

- March 2, City/Library Meeting, Margaret Hatanaka met with Community Services, Fire and Police Department representatives to share information about the upcoming 3rd Grade visits. Library staff were invited to attend the March 18 ribbon cutting event for the newly refurbished Santa Fe Park. Fire department offered to provide fire safety storytime in October during Fire Prevention Week.
- March 28, Santa Ana Librarian I interview panel, Margaret Hatanaka served on an all-day interview panel for the City of Santa Ana.

PROFESSIONAL DEVELOPMENT

- None

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Yesenia Baltierra, Assistant Library Director

SUBJECT: Adult Services Report for March 2023

DATE: April 24, 2023

MONTHLY STATISTICS

| Number of Programs by Type | March | March | FY-T-D | FY-T-D | FY-T-D |
|-----------------------------------|--------------|--------------|----------------|----------------|-----------------|
| | 2023 | 2022 | 2022-23 | 2021-22 | % change |
| Adult Programs | 7 | 5 | 7 | 5 | 40% |
| Hangar | 1 | 3 | 1 | 3 | -67% |
| History Room | 0 | 0 | 0 | 0 | - |
| Literacy | 21 | 20 | 21 | 20 | 5% |
| Teen Programs | 3 | 2 | 3 | 2 | 50% |
| General Interest | 1 | 1 | 1 | 1 | 0% |
| Self Directed | 0 | 1 | 0 | 1 | -100% |
| Outreach | 8 | 1 | 8 | 1 | 700% |
| TOTAL Adult/Teen | 33 | 32 | 33 | 32 | 3% |

| Program Attendance by Type | March | March | FY-T-D | FY-T-D | FY-T-D |
|-----------------------------------|--------------|--------------|----------------|----------------|-----------------|
| | 2023 | 2022 | 2022-23 | 2021-22 | % change |
| Adult Programs | 54 | 34 | 54 | 34 | 59% |
| Hangar | 291 | 249 | 291 | 249 | 17% |
| History Room | 0 | 0 | 0 | 0 | - |
| Literacy | 138 | 90 | 138 | 90 | 53% |
| Teen Programs | 44 | 47 | 44 | 47 | -6% |
| General Interest | 15 | 189 | 15 | 189 | -92% |
| Self Directed | 22 | 16 | 22 | 16 | 38% |
| Outreach | 344 | 105 | 344 | 105 | 228% |
| TOTAL Adult/Teen | 564 | 625 | 564 | 625 | -10% |

| Proctored Tests | March | March | FY-T-D | FY-T-D | FY-T-D |
|------------------------|--------------|--------------|----------------|----------------|-----------------|
| | 2023 | 2022 | 2022-23 | 2021-22 | % change |
| Number of Tests | 6 | 2 | 29 | 44 | -34% |

| History Room Activity | March | March | FY-T-D | FY-T-D | FY-T-D |
|------------------------------|--------------|--------------|----------------|----------------|-----------------|
| | 2023 | 2022 | 2022-23 | 2021-22 | % change |
| History Room Visitors | 7 | 21 | 71 | 43 | 65% |

| The Hangar Makerspace | March | March | FY-T-D | FY-T-D | FY-T-D |
|------------------------------|--------------|--------------|----------------|----------------|-----------------|
| | 2023 | 2022 | 2022-23 | 2021-22 | % change |
| Hangar Open Hour Visits | 82 | 64 | 720 | 347 | 107% |
| Hangar Users | 25 | 15 | 189 | 78 | 142% |
| Hangar Tours | 24 | 26 | 233 | 139 | 68% |

| Volunteer Hours | March | March | FY-T-D | FY-T-D | FY-T-D |
|------------------------------|---------------|--------------|----------------|----------------|-----------------|
| | 2023 | 2022 | 2022-23 | 2021-22 | % change |
| History Room | 0 | 114 | 91 | 436 | -79% |
| PLFF | 328.07 | 240 | 2,208 | 1,981 | 11% |
| General Library | 226 | 412 | 2,069 | 2,493 | -17% |
| Adult Literacy | 276.5 | 196 | 1,769 | 1,597 | 11% |
| PTAC | 96.75 | 55 | 543 | 403 | 35% |
| Total Volunteer Hours | 927.32 | 1017 | 6679.4 | 6910 | -3% |
| FTE Equivalent | 5.35 | 5.87 | 38.54 | 39.87 | -3% |

| Literacy | FY-T-D | FY-T-D | FY-T-D |
|-------------------------------|----------------|----------------|-----------------|
| | 2022-23 | 2021-22 | % change |
| Adult Literacy & ESL Students | 76 | 52 | 46% |
| Adult Literacy & ESL Tutors | 50 | 45 | 11% |

ACTIVITIES

- Megan Tolman coordinated 5 Memory Lab appointments.
- Michelle Meades coordinated Book Club on March 14.
- Michelle Meades coordinated 2 Book a Librarian for the month of March.
- Michelle Meades completed weeding of the 400s on March 7 and the 500s on March 8, all dvds on March 13, dead on arrivals on March 27, 700s on March 28 and 800s on March 30.
- Megan Tolman completed a weeding of Teen Fiction.
- Michelle Meades completed an inventory of the 700s on March 6 and the 800s on March 8.
- Michelle Meades participated in an interview panel for Santa Fe Springs Public Library on March 14.
- Michelle Meades and Estella Wnek interviewed a potential intern for SS on March 21.

- Katie completed a weeding of Adult Fiction.
- Shellie McCurdy coordinated the March Take & Make on March 1.
- Gena Christ coordinated Literacy Reads – Beginner Book Club on March 1, 8, 15, 22 and 29.
- Sally Federman coordinated Literacy Reads – Int. Book Club on March 7, 14, 21, and 28.
- Gena Christ coordinated Read, Write, Speak Club on March 3, 10, 17, 24 and 31.
- Esther Canedo and Laurel Denis facilitated an ESL Beginner Conversation Group on March 2, 16, 23 and 30.
- Sally Federman coordinated a Game Day on March 6.
- Literacy staff attended Writer-to-Writer Luncheon on March 11.
- Sally Federman coordinated a Learner-led Book Club on March 20.
- Sally Federman coordinated RWS Facilitator’s Meeting on March 20.
- Tim Balen coordinated PTAC meetings on March 2 (Teen Art Night) and March 16 (Teen Video Game Night).
- Tim Balen coordinated Yoga at the Library programs on March 4, 11, 18 and 25.
- Tim Balen took pictures, assisted with coordinating and promoting the marketing portions, and assisted with coordinating volunteers at the Placentia Library Friends Foundation’s Authors Luncheon on March 4.
- Tim Balen processed incoming Library of Things items, and weeded items from the collection.
- Tim Balen implemented and added new online resources including Scholastic TrueFlix, Scholastic BookFlix, Scholastic Teachables, Mango Languages, and ChiltonLibrary.
- Adult and Teen Services staff attended the Adult and Teen Services Meeting on March 28.
- Adult and Teen Services staff attended the Staff Development Day on March 9.
- Elizabeth Tapia and Malcolm Jones visited Tynes Elementary School on March 23 to conduct library outreach to the community.
- Janet Tapia and Malcolm Jones visited Ruby Drive Elementary School on March 30 to conduct library outreach to the community.

MEETINGS

- The Placentia Historical Committee was cancelled due to a lack of quorum.

PROFESSIONAL DEVELOPMENT

- Tim Balen attended a Mango Languages implementation training on March 22.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director
FROM: Yesenia Baltierra, Assistant Library Director
SUBJECT: Technology and Website Report for March 2023
DATE: April 24, 2023

MONTHLY STATISTICS

| Computer and Wi-Fi Usage | March | March | FY-T-D | FY-T-D | FY-T-D |
|---------------------------------|--------------|--------------|----------------|----------------|-----------------|
| | 2023 | 2022 | 2022-23 | 2021-22 | % change |
| Children Computer Usage | 227 | 381 | 2,397 | 2,354 | 2% |
| Teen Computer Usage | 150 | 138 | 1,064 | 1,039 | 2% |
| Adult Computer Usage | 1,028 | 1,107 | 9,483 | 7,392 | 28% |
| Total Computer Usage | 1,405 | 1,626 | 12,944 | 10,785 | 20% |
| Wi-Fi Usage | 1,726 | 1,452 | 13,822 | 10,862 | 27% |
| Guest Passes | 66 | 72 | 589 | 441 | 34% |

| Website Traffic | March | March | FY-T-D | FY-T-D | FY-T-D |
|--|--------------|--------------|----------------|----------------|-----------------|
| | 2023 | 2022 | 2022-23 | 2021-22 | % change |
| Website visits | 16,521 | 14,441 | 127,058 | 105,985 | 20% |
| Page Hits | 27,740 | 23,898 | 216,635 | 179,008 | 21% |
| Users | 10,195 | 8,676 | 80,076 | 64,303 | 25% |
| Pages/Session | 1.62 | 1.66 | | | |
| Avg. Session Duration | 00:02:04 | 00:01:45 | | | |
| % New Sessions | 79 | 77 | | | |
| Placentia Library Online Catalog Usage | 4,712 | 4,303 | 41,419 | 35,782 | 16% |

Technology Updates

Completed Projects:

- Onboarding for new staff
- 2023-2024 Proposed Technology Budget
- 2-Year Technology replacement Plan
- PC Monitor refresh inventory
- Sit/Stand desk research and proposal
- Office relocations
- Childrens iPad Mobile Device Manager

Ongoing Projects:

- Server Upgrade Replacement Project
- Library Website & Mobile App- Research
- Automated Meeting room, study room, and history room bookings online
- Update Virtual Library Card Application Process
- Server Upgrade Project
- Security Gate Repair/Replace (Vendor replacement part delay)
- Online Reservations for study rooms/ Memory Lab/ History Room

Upcoming Projects:

- Self-Check Machine replacements/ refresh
- Windows 7 computer replacements
- Circulation and print release terminal replacement
- Passport computer replacement

System Updates:

IT consultant participated in one-one-one meetings with Director, Assistant Director, Hangar Coordinator, and LOT's Coordinator to review ongoing projects and update timelines. Continued research to better serve patrons while making tasks efficient for staff at the same time.

The website has been experiencing significant reliability issues in the past few months. In addition to the reliability issues, the old website is also difficult to maintain. The Districts IT consultant and staff spends a significant amount of time fixing bugs and making updates. This time could be better spent on other projects. The old website is also not mobile-friendly. This means that it is difficult to use on mobile devices. This is a growing problem as more and more people use their mobile devices to access the internet. The old website is also not mobile-friendly. This means that it is difficult to use on mobile devices. This is a growing problem as more and more people use their mobile devices to access the internet.

Significant research continues to go into the Library mobile app and website development options moving forward.

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Yesenia Baltierra, Assistant Library Director

SUBJECT: Customer Service Report for March 2023

DATE: April 24, 2023

| Attendance | March | March | FY-T-D | FY-T-D | FY-T-D |
|----------------------|--------------|--------------|----------------|----------------|-----------------|
| | 2023 | 2022 | 2022-23 | 2021-22 | % change |
| Number of Days Open | 30 | 31 | 262 | 254 | 3% |
| Number of Hours Open | 275 | 289 | 2,380 | 2,328 | 2% |
| Attendance | 19,774 | 21,125 | 151,855 | 135,348 | 12% |

| Card Holders | March | March | FY-T-D | FY-T-D | FY-T-D |
|---------------------------|---------------|--------------|----------------|----------------|-----------------|
| | 2023 | 2022 | 2022-23 | 2021-22 | % change |
| Active Borrowers* | 4,902 | 5,396 | | | -9% |
| Child Card Holders** | 14,323 | | | | - |
| Teen Card Holders** | 4,521 | | | | - |
| Adult Card Holders** | 44,419 | | | | - |
| Total Card Holders | 63,263 | | | | - |
| New Patron Registration | 339 | 432 | 3,136 | 3,765 | -17% |
| New Virtual Library Cards | 125 | 19 | 727 | 750 | -3% |

*FY-T-D- comparison not applicable

| Information Desk Activity | March | March | FY-T-D | FY-T-D | FY-T-D |
|-----------------------------------|--------------|--------------|----------------|----------------|-----------------|
| | 2023 | 2022 | 2022-23 | 2021-22 | % change |
| Reference Questions -- in person | 1,960 | 2,501 | 14,900 | 15,009 | -1% |
| Reference Questions -- telephone | 533 | 1,328 | 4,994 | 7,701 | -35% |
| Reference Questions -- email/chat | 3 | 14 | 109 | 152 | -28% |
| Total Reference Questions | 2,496 | 3,843 | 20,003 | 22,862 | -13% |
| Assistance in Spanish | 54 | 55 | 519 | 284 | 83% |
| Assistance with Passports | 407 | | 2,578 | | - |
| Curbside Usage | 16 | 17 | 123 | 266 | -54% |
| Study Room Usage | 186 | 160 | 1,416 | 918 | 54% |

| Passport Activity | March | March | FY-T-D | FY-T-D | FY-T-D |
|--------------------------|--------------|--------------|----------------|----------------|-----------------|
| | 2023 | 2022 | 2022-23 | 2021-22 | % change |
| Passports Processed | 547 | 1,171 | 4,067 | 5,297 | -23% |
| Consultations Only ** | 38 | | 316 | | - |
| Unfilled Appointments** | 35 | | 979 | | - |
| No Show Appointments** | 66 | | 590 | | - |
| Photo Only (Walk-in)** | 35 | | 125 | | - |

**FY 2021-22 data not available

ACTIVITIES

- Angie processed 1,081 new books.
- Eric processed 49 billing notices to patrons.
- Meeting room was used by 3 outside renters: Broadmoor HOA, Corte Vista HOA and Real Estate Seminar: Laura Contreras.
- Meeting room was used by 1 library partner: Placentia Kiwanis Club.
- Meeting Room was used 39 times for library related activities/programs.
- Staff pulled a total of 524 patron requests.
- Staff pulled a total of 205 expired holds from the request shelf.

MEETINGS

- None

PROFESSIONAL DEVELOPEMENT

- None

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: **Discuss and Review AB 1637 (Irwin) and its Impacts**

DATE: April 24, 2023

BACKGROUND

Assemblymember Jacqui Irwin of the 42nd District, introduced AB 1637 on February 17, 2023, with the most current amendments presented on March 16, 2023.

AB 1637 would require local governments and special districts to transition their websites and e-mail addresses to the .gov or ca.gov domains, by January 1, 2025. Agencies can retain their existing domains but will be required to redirect those domains to the .gov or ca.gov domains. The bill's intent is to provide a state-wide uniformity in government domains, provide clear expectations to Californians when accessing government information and services, and deter hackers from impersonating local agencies through commercial top-level domains (TLDs) such as .org, .net and .edu, just to name a few. To secure and register a .gov domain, an authorization letter must be submitted to the Cybersecurity and Infrastructure Security Agency (CISA). Domain names are processed on a first come, first served basis, which can result in longer review periods before a domain is approved.

The California Special District Association (CSDA), the League of California Cities, Rural County Representatives of California, Urban Counties of California, Association of California School Administrators, and the California State Association of Counties, are in opposition of AB 1637, citing interruptions and confusion for constituents trying to access critical information on a local government website, and hundreds of millions of cumulative dollars to all local agencies throughout the state.

Trustee Nelson shared information on AB 1637 to the Library Board of Trustees at the March 27, 2023 meeting. Library staff was directed to provide a cost analysis on the impact of AB 1637 to the District. There are two major costs associated with domain changes: technical and rebranding.

President Martin, Trustee Nelson, Library Director Contreras, and Assistant Library Director Baltierra are tentatively scheduled to meet with Assemblymember Irwin in May, as part of the CSDA Legislative Day events.

Technical

| | |
|--|----------|
| IT Consultant time (approximately 45 hours @ \$65/hr) (recode, establish corresponding e-mails, network login changes, single sign on/multi-factors authentication, encryption keys, revising & redesign website/url links) | \$ 2,600 |
|--|----------|

| | |
|---|----------|
| Library Staff time (approximately 60 hours @ \$40.06/hr) (answering reference questions, and updating social medial & external entities) | \$ 2,404 |
|---|----------|

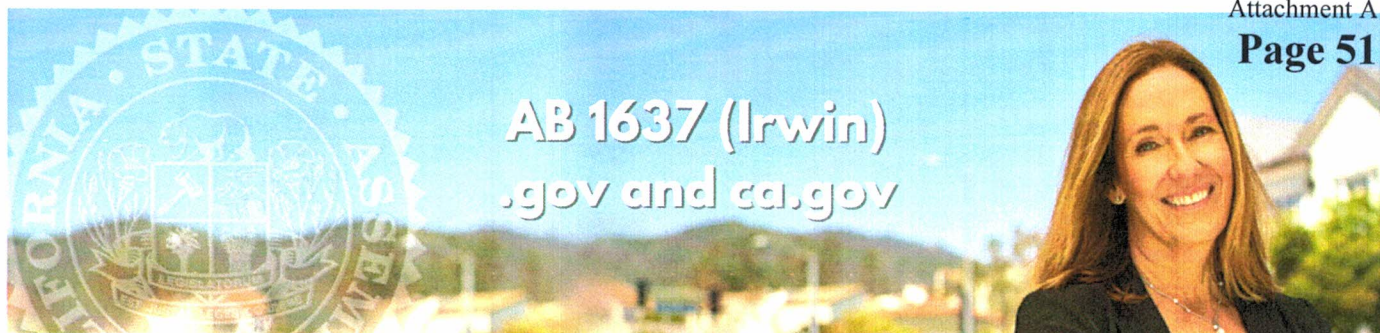
Rebranding

| | |
|------------------------------|------------------|
| Library cards | \$ 2,500 |
| Business cards | \$ 400 |
| Stationary | \$ 500 |
| <u>Promotional materials</u> | <u>\$ 14,000</u> |
| Total fiscal impact | \$ 22,404 |

Attachment A is a copy of AB 1637 Fact Sheet.

RECOMMENDATION

Actions to be determined by the Library Board of Trustees.



Summary

AB 1637 requires local governments to transition their website and e-mail address to the **.gov** or **ca.gov** domains, providing confidence and security in government communications and services.

Background

The domain name system (DNS) was developed during the early days of the internet to assist users in locating other resources on other Internet Protocol (IP) networks. Instead of remembering long strings of numbers, users could type in easy to remember names. The most popular top-level domain **.com** even became synonymous with the boom and bust of internet based companies in the late 90's.

Thousands of top-level domains (TLDs) exist ranging from the well known **.org .net .edu .gov** to the more obscure **.biz .info** even **.volvo**. Each are owned and operated by various organizations, some privately owned and some by governments. TLDs, with their origin in wayfinding on the internet, have developed to serve niche interests by limiting eligibility to only certain registrants. This helps inform users of what type of website they may be visiting. For example **.org** was originally intended for non-profits although that requirement was never enforced, while **.mil** continues to be reserved for the United States Dept. of Defense.

Second-level domains exist for similar purposes as TLDs, but generally provide an additional layer of differentiation. For example **co.uk** for businesses in the United Kingdom or **.org.au** for non-profits in Australia.

The **.gov** TLD has been reserved for U.S.-based government organizations and publicly controlled entities. This includes state, tribal, interstate, independent intrastate, city, and county governments. **.gov** is administered by the Cybersecurity and Infrastructure Agency (CISA) within the Department of Homeland Security. CISA requires multi-factor authentication on all domain accounts, and requires browsers to utilize secure **https** connections to all **.gov** domains.

The **.ca.gov** second level domain is administered by the California Department of Technology (CDT). **ca.gov** may be used by any state entity, county, city, state-recognized tribal government, Joint Powers Authority, or independent local district within the State of California.

Need for the Bill

Most administrators of TLDs only require for a domain to be available and for payment to be made to successfully assign a domain. Often these requests are done anonymously, and their connection to a particular location, business name or service is unverified.

TLDs having fairly loose, if non-existent, regulation has enabled bad actors to register domains with similar looking addresses to deceive individuals into believing they are on official websites. This method of deception is used in conjunction with phishing and misinformation campaigns to commit commercial fraud, identity theft, and mislead the public.

Beyond creating similar domains, hackers also target DNS providers to redirect actual domains to malicious content. Without strong security by the operator of a TLD, including multi factor authentication, domains are susceptible to being stolen and misused.

While these risks are concerning for commercial websites, they hold increased peril for government, including local governments, whose trust with the public must be maintained and guarded at any cost.

Currently local agencies in California use a variety of TLDs, including **.com .org .net .us .ci_.ca.us** in addition to **.gov** and **.ca.gov**. This inconsistency provides unclear expectations to Californians when accessing government information and services, and it provides cover to fraudsters who can register commercial TLDs to impersonate local agencies.

This Bill

This bill would require all local agencies to transition their public facing website and e-mail address domains to **.gov** or **ca.gov** by January 1, 2025. The bill would allow local agencies to retain other domains but require them to redirect them to the **.gov** or **ca.gov** domain.

By providing state-wide uniformity in government domains, Californians can have confidence when reading or receiving services on the **.gov** domain.

Contact

Brandon Bjerke
Office of Assemblymember Jacqui Irwin
(916) 319-2042
Brandon.Bjerke@asm.ca.gov



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

THRU: Jeanette Contreras, Library Director

FROM: David DeBerry, General Counsel

SUBJECT: 1. RESOLUTION NO. 2023-02: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE PLACENTIA LIBRARY ADOPTING THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES

2. ORDINANCE NO. 2023-01: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE PLACENTIA LIBRARY DISTRICT TO PROVIDE INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (SECTION 22000, ET SEQ. OF THE PUBLIC CONTRACT CODE) FOR PUBLIC PROJECTS.

DATE: APRIL 24, 2023

BACKGROUND

The Placentia Library District (“District”) is currently subject to the provisions of Sections 20100 et seq. of the Public Contract Code which governs how and when contracts for a public project by a local agency are to be advertised, bid, and awarded. The District can elect to have more restrictive provisions, but not any less restrictive than what is in the state law.

The Uniform Public Construction Cost Accounting Act (“UPCCAA” or the “Act”) is a set of accounting procedures and practices that allow for a higher threshold of project cost limits before a formal bidding process is required. UPCCAA is intended to reduce costs, expedite the award process, reduce inefficiencies, and simplify the administration of small public projects. Any local agency can voluntarily elect to become a participating agency of the Act. Participating agencies benefit from the raised force account limit and the informal bidding procedures. Moreover, more projects are completed in a timely manner because of the streamlined awards process and the reduction in paperwork related to advertising and report filing.

To be able to use the informal bidding procedures under UPCCAA, the District must elect by resolution to become subject to the accounting procedures that would apply to all public projects. This procedure is called the Uniform Public Construction Cost Accounting Procedures (“UCCAP”). The District is also required to adopt an ordinance that outlines the District’s informal bidding procedure before it can informally bid on any work that has a value of no more than \$200,000.

DISCUSSION

UPCCAA is contained in the Public Contracts Code Section 22000 through 22045. UPCCAA provides for the following alternative bidding procedures when an agency performs public project work by contract.

- a. Public projects of \$60,000 or less may be performed by negotiated contract or by purchase order;
- b. Public projects of \$200,000 or less may be let to contract by the informal bidding procedures set forth in the Act;
- c. Public projects of more than \$200,000 must be let to contract by traditional formal bidding procedures.

Resolution

Public Contract Code Section 22030 requires the governing board of a public agency to elect by resolution to become subject to the UCCAP promulgated by the State Controller. The accounting procedures would apply to all public projects. The resolution that adopts the UCCAP is attached. This resolution specifies that the District will meet the requirements prescribed in the California Uniform Construction Cost Accounting Commission's Cost Accounting Policies and Procedures Manual. The Cost Accounting Policies and Procedures Manual provides the cost accounting procedures that were developed by the California Uniform Construction Cost Accounting Commission ("Commission").

Notify State Controller

After the adoption of a resolution the District is required to notify the State Controller in writing of their election to be subject to the uniform construction cost accounting procedures along with a copy of the resolution sent via email to LocalGovPolicy@sco.ca.gov or by mail to: Office of the State Controller, Local Government Programs and Services Division, Local Government Policy Section, P.O. Box 942850, Sacramento, CA 94250. The State Controller shall notify the Commission of all local agencies that become subject to the uniform public construction cost accounting procedures.

Ordinance

Public Contract Code Section 22034 requires a participating agency to adopt an informal bidding ordinance. The attached ordinance establishes the District's informal bidding procedures. In addition, the ordinance indicates that contracts for public projects of \$60,000 or less procured through the informal procedures will be awarded by the Library Director, while contracts for public projects between \$60,000 to \$200,000 procured through informal procedures would be awarded by the Board of Trustees. Any projects more than \$200,000 shall be let to contract by formal bidding procedures and would be awarded by the Board of Trustees.

Compliance with the Act and Opting Out

It is significant to note that once the District has opted into the Act, it must always adhere to the terms of the Act unless it formally opts out by resolution of the Board of Trustees. Once the District has opted in, selective adherence to the terms of the Act is a violation. Further, if the District desires to discontinue participating under the uniform public contraction cost accounting procedures in the future, it will need to adopt a resolution by the Board of Trustees stating this fact and file it with the State Controller. The State Controller shall notify the Commission of local agencies electing to discontinue participation under these procedures.

Attachment A is Resolution 2023-02.

Attachment B is Ordinance No. 2023-01.

Attachment C is the 2021 Edition of the Cost Accounting Policies and Procedures Manual.

RECOMMENDATIONS

1. Adopt Resolution No. 2023-02
2. Adopt Ordinance No. 2023-01, An Ordinance of the Board of Trustees of the Placentia Library District to Provide Informal Bidding Procedures under the Uniform Public Construction Cost Accounting Act for Public Projects.
3. Roll call vote.

RESOLUTION NO. 2023-02**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE PLACENTIA
LIBRARY DISTRICT TO ENTER INTO THE CALIFORNIA UNIFORM
PUBLIC CONSTRUCTION COST ACCOUNTING ACT**

WHEREAS, Public Contract Code section 22000 et seq. sets forth the Uniform Public Construction Cost Accounting Act (the "Act");

WHEREAS, the Act provides for the implementation of uniform construction cost accounting procedures and informal bidding procedures for all public agencies electing to participate, together with instructions for their adoption and implementation by such public agencies;

WHEREAS, pursuant to the Public Contract Code sections 22010 and 22017, the California Uniform Construction Cost Accounting Commission (the "Commission") developed and recommended to the State Controller uniform construction cost accounting and informal bidding procedures (the "Uniform Procedures") consistent with Public Contract Code sections 22031 through 22045 for consideration;

WHEREAS, pursuant to Public Contract Code section 22019, the State Controller adopted the Uniform Procedures;

WHEREAS, the Act only applies to a public agency whose governing board has by resolution elected to become subject to the Uniform Procedures and has notified the State Controller of that election;

WHEREAS, California public agencies such as library districts are eligible to adopt the Uniform Procedures pursuant to the Act;

WHEREAS, the Library Board of Trustees of the Placentia Library District ("District") has determined that it is in the best interests of the District to elect to become subject to the Uniform Procedures;

NOW, THEREFORE, the Library Board of Trustees of the Placentia Library District of Orange County hereby resolves as follows:

1. That the above recitals are all true and correct.
2. That the District elects to utilize the Act for maintenance contracts as defined in Public Contract Code section 20115 pursuant to Public Contract Code section 22000.
3. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 27th day of March, 2023 by the members of the Library Board of Trustees of the Placentia Library District.

Ayes:

Noes:

Absent:

Abstain:

I, Gayle Carline, Board Secretary of the Placentia Library District of Orange County, do hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by the Library Board of Trustees at a regularly scheduled and conducted meeting held on said date, which Resolution No. 2023-02 is on file in office of said Board.

Gayle Carline, Board Secretary

ORDINANCE NO. 2023-01

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE PLACENTIA LIBRARY DISTRICT TO PROVIDE INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT FOR PUBLIC PROJECTS.General Counsel Summary

This Ordinance establishes informal bidding procedures for awarding contracts for public projects in conformance with the Uniform Public Construction Cost Accounting Act. The Ordinance allows for public projects of \$60,000 or less to be entered into by negotiated contract or by purchase order, public projects of \$200,000 or less to be entered into by informal bidding procedures and public projects over \$200,000 to be entered into by formal bidding procedures.

WHEREAS, Public Contract Code section 22000 et seq. sets forth the Uniform Public Construction Cost Accounting Act (the "Act"); and

WHEREAS, the Act provides for the implementation of uniform construction cost accounting procedures for all public agencies electing to participate, together with instructions for their adoption and implementation by any public agency; and

WHEREAS, pursuant to Public Contract Code section 22030, the District formally elected to become subject to the procedures set forth in the Act and to the California Uniform Public Construction Cost Accounting Commission's Policies and Procedures Manual and cost accounting review procedures by adopting Resolution No. 2023-02 on April 24, 2023; and

WHEREAS, pursuant to Public Contract Code section 22034, any public agency that elects to become subject to the Act must adopt an informal bidding ordinance to govern the selection of contractors to perform public projects pursuant to Public Contract Code section 22032(b); and

WHEREAS, the Board of Trustees authorizes the District to apply these informal bidding procedures for public projects no greater than \$200,000.

Now, therefore, the Board of Trustees of the Placentia Library District does hereby ordain as follows:

SECTION I. This ordinance is hereby adopted to provide as follows:

Public Projects

- 1.1. Intent
- 1.2. Definitions
- 1.3. Authority and Purchasing Limitations for Public Projects
- 1.4. Dollar Thresholds
- 1.5. Informal Bidding Procedures
- 1.6. Formal Bidding Procedures
- 1.7. Award of Contracts/Change Order for Public Projects
- 1.8. Emergencies
- 1.9. Promulgation of Rules and Regulations by Library Director

1.1. Intent.

The intent of this ordinance is to provide standardized procedures for awarding contracts for public projects in conformance with the Uniform Public Construction Cost Accounting Act.

1.2. Definitions.

As used in this Ordinance, the following words and terms shall be defined as follows unless the context indicates a different meaning is intended:

Act means the Uniform Public Construction Cost Accounting Act (California Public Contract Code Section 22000 et seq.)

Bid means the response submitted by a bidder to an invitation for bids issued by the District for goods, services or public projects.

Change Order means a written authorization from the District directing an addition, deletion, or revision to an awarded purchaser order or contract.

Commission means the California Uniform Public Construction Cost Accounting Commission established pursuant to Public Contract Code Section 22010.

Competitive Bidding means the process whereby bids are solicited from potential bidders in accordance with applicable law to foster cost effective competition within the private sector providing goods, services, or public projects to the District.

Informal Bid or Quotation means a competitive bid that is submitted by a bidder for procurement of goods or services for which formal bidding is not required.

Public Project means that term as defined in Section 22002 of the California Public Contract Code and includes the following:

- a. Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.

- b. Painting or repainting of any publicly owned, leased, or operated facility.

Purchase Order means the District’s written document provided to a vendor formalizing the terms and conditions associated with the ordering of goods, services, or public projects required by the District.

Responsible Bidder means a bidder who has demonstrated the capacity, and experience to satisfactorily perform the public works contract, and bid meets all of the specifications set forth in the request for bid proposal.

1.3. Authority and Purchasing Limitations for Public Projects.

Subject to the provisions of this Ordinance, procurement of public projects shall be accomplished as specified in Table 1.3A

| Table 1.3A -Authority and Purchasing Limitations; Public Projects | | | |
|---|-------------------------|---------------------------|----------------------------|
| *Project Costs | \$60,000 or less | \$60,000-\$200,000 | More than \$200,000 |
| Contract Approval/Award Authority | Library Director | Board of Trustees | Board of Trustees |
| Type of Bids Required | Negotiations/Quotes | Informal Bid | Formal Bid |
| <p>Note: *Project Cost Limits are intended to correspond to the dollar thresholds set forth in Section 1.4 and Public Contract Code Section 22032. The Project Cost Limits set forth in Table 1.3A shall be automatically adjusted administratively to reflect any adjustments in the dollar thresholds set forth in Section 1.4.</p> | | | |

1.4. Dollar Thresholds.

- a. Public projects of sixty thousand dollars (\$60,000) or less (or the current amount specified in Section 22032(a) of the Act) may be performed by negotiated contact, or by purchase order.
- b. Public projects of two hundred thousand dollars (\$200,000) or less (or the current amount specified in Section 22032(b) of the Act) may be let to contract by informal bidding procedures as set forth in this Ordinance.
- c. Public projects of more than two hundred thousand dollars (\$200,000) (or the current amount specified in Section 22032(b) of the Act) shall, except as otherwise provided in this Ordinance, be let to contract by formal bidding procedures in accordance with Section 22037 of the Act and as set forth in this Ordinance.

- d. Public projects shall not be split or separated into smaller work orders or projects for the purpose of evading the provisions of this Ordinance requiring work to be done by contract after competitive bidding.

1.5. Informal Bidding Procedures.

- a. Every notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project and state the time and place for the submission of bids.
- b. Notice to contractors shall be provided in accordance with either paragraph (1) or (2) below, or both.
 1. A list of qualified contractors, identified according to categories of work, shall be developed and maintained in accordance with the provisions of Public Contract Code Section 22034 and criteria promulgated from time to time by the Commission. All contractors on the list for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids, unless the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, in which case the notice inviting informal bids may be sent exclusively to such contractor or contractors. All mailing of notices to contractors pursuant to this subdivision shall be completed no less than 10 calendar days before bids are due.
 2. In addition to, or in lieu of, providing notice as provided in paragraph (1), a notice inviting informal bids may be mailed, faxed, or emailed to all construction trade journals as specified by the Commission in accordance with Public Contract Code Section 22036.
 3. In addition to the notice required by this section, the Library Director or his or her designee may notify such additional contractors and/or construction trade journals as he or she deems proper.
- c. If all bids received are in excess of \$200,000, the Board of Trustees may, by adoption of resolution by a four-fifths vote, award the contract, at two hundred twelve thousand five hundred dollars (\$212,500) or less (or the current amount specified in Section 22034(d) of the Act), to the lowest responsible bidder, if it determines that the original cost estimate of the District was reasonable.

1.6. Formal Bidding Notice Procedures.

- a. Every notice inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project.
- b. The notice shall be published at least 14 calendar days before bid opening in accordance with the requirements of Section 22037 of the Act.
- c. The notice inviting formal bids shall also be sent electronically, by either facsimile or electronic mail and mailed to all construction traded journals as specified by the Commission pursuant to Section 22036 of the Act. The notice shall be sent at least 15 calendar days before the bid opening date.
- d. In addition to the notice required by this Section, the Library Director or his or her designee may give such other notice as he or she deems proper.
- e. Formal sealed bids shall be submitted to the Library Director with bid number written on the envelope where they will be date and time stamped. All bids must be received and date and time stamped by the District's clock stamp on or before the date and time due; late bids will be returned unopened. The Library Director shall publicly open all bids at the time and place state in the public notice. A tabulation of all bids shall be available for public inspection in the Library Director's Office during regular business hours for a period of one year after bid opening.

1.7. Award of Contracts/Change Order for Public Projects.

- a. If a contract is awarded pursuant to the informal or formal bidding procedures, it shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the District may accept the one it chooses.
- b. The Library Director or his or her designee shall have the authority to award contracts for public projects of sixty thousand dollars (\$60,000) or less (or the current amount specified in the Section 22032(b) of the Act).
- c. Contracts for public projects of more than sixty thousand dollars (\$60,000) (or the current amount specified in Section 22032(c) of the Act) shall be awarded by the Board of Trustees.
- d. In its discretion, the District may reject any and all bids presented. Prior to rejecting all bids, the Library Director or his or her designee shall first furnish a written notice to the apparent low bidder informing the bidder of the District's intention to reject the bid. The notice shall be mailed at least

two (2) business days before the date in which the District intends to reject the bid. If after the first invitation for bids all bids are rejected, after reevaluating its cost estimates of the project, the District shall have the option of the following:

1. Abandoning the project or re-advertising for bids in the manner described by this Ordinance.
- e. If no bids are received through either the formal or informal bidding procedure, the project may be performed through a negotiated contract without further complying with this Ordinance.

1.8. Emergencies.

- a. In cases of emergency when repair or replacement are necessary, the District may proceed at once to replace or repair any public facility without adopting plans, specifications, or working details, or giving notice for bids to let contract.
- b. In case of an emergency, notice for bids to let contracts will not be given, the District shall comply with Public Contract Code 22050.

1.9. Promulgation of Rules and Regulations by Library Director.

The Library Director shall have the power and authority to make such rules, regulations and criteria as may be necessary to effect the provisions of this Ordinance, and to make such other reasonable rules and regulations as he or she may deem proper to implement the provisions of this Ordinance and which shall not be inconsistent with the terms and provisions of this Ordinance.

SECTION II. Effective Date. This Ordinance shall take effect 30 days after its adoption. The Secretary of the Board of Trustees shall certify to the adoption of the Ordinance and cause this Ordinance to be published as required by law.

SECTION III. Severability. If any section, sub-section, clause or phrase in this Ordinance or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of this Ordinance or the application of such provisions to other persons or circumstances shall not be affected.

ADOPTED by the Board of Trustees of the Placentia Library District of Orange County on this twenty-fourth day of April 2023.

Jo-Anne Martin, Board President

I, Gayle Carline, Board Secretary, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by the Board of Trustees of the Placentia Library District of Orange County at its regular meeting held on April 24, 2023, by the following vote:

AYES:

NOES:


ABSENT:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said Placentia Library District of Orange County this twenty-fourth day of April, 2023.

Gayle Carline, Board Secretary

Approved as to form:

David DeBerry, General Counsel



**California Uniform Construction Cost
Accounting Commission**

**Cost Accounting Policies and
Procedures Manual**

2021 Edition

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FOREWORD

The Uniform Public Construction Cost Accounting Act (Act), enacted in 1983 under Public Contract Code (PCC) section 22000 et seq., allows local agencies to perform public project work of up to \$60,000 with their own workforces if the agencies elect to follow the cost accounting procedures set forth in the *Cost Accounting Policies and Procedures Manual* by the California Uniform Construction Cost Accounting Commission.

Every five years, the California Uniform Construction Cost Accounting Commission reviews the informal bid limits for inflation and other factors to determine whether adjustments should be made. If an adjustment is made, the State Controller notifies the affected public agencies. The adjustment may become effective before it appears as a formal change in the Public Contract Code pursuant to PCC section 22020. The most recently posted bid limits can be found at www.sco.ca.gov/ard_cuccac.html titled under [New Informal Bid Limit Increase \(Pursuant to PCC 22032\)](#).

Any local agency can voluntarily elect to become a participating agency of the Act. Local agencies include cities, counties, redevelopment agencies, special districts, school districts, and community college districts. Participating agencies benefit from the raised force account limit and the informal bidding procedures. More projects are completed in a timely manner as a result of the streamlined awards process and the reduction in paperwork related to advertising and report filing.

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California Uniform Construction Cost Accounting Commission

Cost Accounting Policies and Procedures Manual

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CHAPTER 1 Information for Adoption and Implementation of the California Uniform Public Construction Cost Accounting Act

Instructions for Adoption and Implementation of the Uniform Construction Cost Accounting Procedures

1.01 Instructions for Adoption and Implementation of the Uniform Public Construction Cost Accounting Act (ACT) by Local Agencies

- 1) The Governing Board must elect by resolution to become subject to the uniform construction cost accounting procedures promulgated by the State Controller pursuant to the Public Contract Code section 22019. The resolution shall specify that the local agency will meet the requirements prescribed in the California Uniform Construction Cost Accounting Commission’s *Cost Accounting Policies and Procedures Manual* and state the effective date the agency will implement the accounting and bidding procedures.
- 2) The local agency must notify the State Controller in writing of the election to become subject to the uniform construction cost accounting procedures along with a copy of the resolution sent to one of the following locations:

| Electronic Copy (PDF) | Physical Copy |
|---|---|
| Sent via email to: LocalGovPolicy@sco.ca.gov | Sent via mail to: Office of the State Controller Local Government Programs and Services Division Local Government Policy Section P.O. Box 942850 Sacramento CA 94250 |

- 3) When a local agency elects to become subject to the uniform construction cost accounting procedures, the entire entity is considered subject to the Act and no departments will be exempt. However, Special Districts which are governed by a board of supervisors or city council are subject only if a separate election is made.
- 4) An informal bidding ordinance, or a board adopted policy equivalent to such as required by the participating agency, shall be enacted pursuant to Public Contract Code section 22034.
- 5) Once opting into the Act, participating agencies must always adhere to the terms of the Act until such time the agency formally opts out by resolution of its governing board. Having opted in, selective adherence to the terms of the Act is a violation.
- 6) The governing board may discontinue the agency’s participation under the uniform public construction cost accounting procedures by adopting a resolution stating this fact. A copy of the resolution shall be filed with the State Controller.
- 7) The State Controller shall notify the California Uniform Construction Cost Accounting Commission (Commission) of all local agencies electing to become subject to the uniform public construction cost accounting procedures. In addition, the Commission shall also be notified of local agencies electing to discontinue participation under these procedures.

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1.02 Sample Election Resolution – Model

This sample Election Resolution may be used by any public agency’s governing body.

RESOLUTION OF THE _____, STATE OF CALIFORNIA IN THE MATTER OF
UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES

Resolution No. _____

WHEREAS, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

WHEREAS, Public Contract Code section 22000 et seq., the Uniform Public Construction Cost Accounting Act, establishes such a uniform cost accounting standard;

WHEREAS, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects; and

NOW, THEREFORE, BE IT RESOLVED that the _____ of _____, California, hereby elects under Public Contract Code section 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended, and directs that the _____ - notify the State Controller forthwith of this election.

This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED this ____ day of _____, ____ by the following vote;

AYES:
NOES:

Insert Seal if Applicable

ABSENT:

_____, _____
Signature Title

City of _____ County of _____

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC
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1.03 Sample Informal Bidding Ordinance

(This SAMPLE INFORMAL BIDDING ORDINANCE or POLICY indicates action by a county board of supervisors. However, the sample format shall be modified to conform to your governing agency's rules).

ORDINANCE NO. _____
AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF _____
ADDING SECTION _____ TO THE ORDINANCE CODE OF THE COUNTY OF _____
TO PROVIDE INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC
CONSTRUCTION COST ACCOUNTING ACT (Section 22000, et seq. of the Public Contract Code)

The Board of Supervisors of the County of _____ do ordain as follows:

SECTION 1
Section _____ is hereby added to the County Code of the County of _____ to provide as follows:

Section _____. Informal Bid Procedures. Public projects, as defined by the Act and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.

Section _____. Contractors List. The agency shall comply with the requirements of Public Contract Code Section 22034.

Section _____. Notice Inviting Informal Bids. Where a public project is to be performed which is subject to the provisions of this Ordinance, a notice inviting informal bids shall be circulated using one or both of the following alternatives:

1. Notices inviting informal bids may be mailed, faxed, or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section _____.
2. Notices inviting informal bids may be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the department/agency soliciting bids, provided however:

(1) If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

Section _____. Award of Contracts

The County Purchasing Agent and the Director of Public Works are each authorized to award informal contracts pursuant to this Section.

SECTION 2
This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the Board of Supervisors voting for and against the same in the _____, a newspaper of general circulation published in the County of _____.

PASSED, APPROVED and ADOPTED by the Board of Supervisors of the County of _____, State of California, this ____ day of _____, _____, by the following vote:

AYES:
NOES:
ABSENT:

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC
CONSTRUCTION COST ACCOUNTING ACT

Procedure for Establishment and Maintenance of List of Registered Contractors

1.04 Procedure for Establishment and Maintenance of List of Registered Contractors Per Section
22034 of the Public Contract Code

Section 22034 of the Public Contract Code specifies the requirements for mailing, faxing, or emailing notices to contractors for work to be bid under the Act. As specified therein, an agency shall provide notices by electing a), b) or both methods listed as follows:

- a) In lieu of a contractors list, mailing, faxing, or emailing notices to all construction trade journals specified in section 22036
- b) Mailing, faxing, or emailing notices to all contractors on the list established by the agency for the work being paid
- c) Both (a) and (b) pursuant to section 22034(a)(1)

In the event an agency elects to provide notice by mailing, faxing, or emailing notices to all contractors on the list established by the agency for the work being bid, the agency shall utilize the following procedure to establish and maintain the list of registered contractors outlined in section 22034 (a)(1):

- a) Notice to contractors shall be provided in accordance with either paragraph (1) or (2), or both.
 - 1) The public agency shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list shall be determined by the commission. All contractors on the list for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors pursuant to this subdivision shall be completed not less than 10 calendar days before bids are due.
 - 2) The public agency may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals specified in section 22036.
- b) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.
- c) The governing body of the public agency may delegate the authority to award informal contracts to the public works director, general manager, purchasing agent, or other appropriate person.
- d) If all bids received are in excess of two hundred thousand dollars (\$200,000), the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at two hundred twelve thousand, five hundred dollars (\$212,500) or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.

(Amended by Stats. 2015, Ch. 269, Sec. 29. Effective January 1, 2016.)

1.04.01 Minimum Criteria for Development and Maintenance of the Contractors List Determined by the
Commission, pursuant to Public Contract Code section 22034(a)(1)

1. At least once per calendar year, each public agency that has elected to become subject to the Uniform Public Construction Cost Accounting Act and intends to utilize the notice provisions outlined in section 22034(a) shall establish a new list or update its existing list of qualified contractors by mailing, faxing, or emailing written notice to all construction trade journals designated for that Agency under Section 22036. The notice shall invite all

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC
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licensed contractors to submit the name of their firm to the Agency for inclusion on the Agency's list of qualified bidders.

2. The notice shall require that the contractor provide:

- The name and address to which a Notice to Contractors or Proposal should be mailed, faxed, or emailed;
- A phone number at which the contractor may be reached;
- The type of work in which the contractor is interested and currently licensed to do (earthwork, pipelines, electrical, painting, general building, etc.);
- The class of contractor's license(s) held; and
- The contractor license number(s).

3. Agencies may include any contractor names they so desire on the lists, but lists must include, at minimum, all contractors who have properly provided the Agencies with the information required under #2 above in response to the written notice.

The Commission recommends that Agencies automatically include in their contractors' lists the names of all contractors who submitted one or more valid bids to the Agencies.

4. A contractor may have his or her firm added to an Agency's contractors list at any time by providing the required information.

1.05 County-by-County List of Construction Trade Journals

The Commission shall determine, on a county-by-county basis, the appropriate construction trade journals which shall receive mailed, faxed, or emailed notice of all informal and formal construction contracts being bid for work within the specified county per section 22036 of the Public Contract Code.

Per Public Contract Code section 22037, notices inviting formal bids must be published at least 14 calendar days before the date of opening the bids in a newspaper of general circulation, printed and published in the jurisdiction of the public agency. In addition, the Commission has determined that all public agencies that adopt and contract under the Act shall be required to mail, email, or fax a notice to the following specified construction trade publications of all formal construction contracts being bid and all invitations to join an agency's qualified bidders list (i.e. the informal bidding list) within the specified county (as provided in sections 22034 and 22037 of the Public Contract Code). The numbers following the name of each county refer to the corresponding numbered trade journals listed starting on page 12.

Users will note that the notification of the trade journals listed in Column B for their county is required. Additionally, the user will have to notify at least two of the trade journals listed in Column C, unless there is only one listed, in which case notification of that trade journal is sufficient. The Commission urges each public agency to select additional publications from its geographical area and include them on its list of publications to be notified. Sample information to be included in the mailed notice to trade journals is listed on page 11.

Note: Users are not required to mail a notice to a trade journal if the trade journal listed under their county is now charging for its services, or is out of business. Instead, the Commission requests that users find some other method of notifying potential contractors of published jobs and how to be added to their informal bidding lists (e.g. internet – county's web page).

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| COUNTY NAME (A) | TRADE JOURNALS REQUIRED TO BE NOTIFIED (B) | NOTIFY TWO OF THE TRADE JOURNALS LISTED BELOW (C) |
|--------------------|--|---|
| ALAMEDA | 2, 3 | 8, 10, 12, 13, 14, 15, 16 |
| ALPINE | 2, 3 | 10 |
| AMADOR | 2, 3 | 10, 17 |
| BUTTE | 2, 3 | 5, 6, 10, 11 |
| CALAVERAS | 2, 3 | 10, 16, 17 |
| COLUSA | 2, 3 | 5, 6, 10 |
| CONTRA COSTA | 2, 3 | 8, 10, 13, 14, 16 |
| DEL NORTE | 2, 3 | 4, 5, 10 |
| EL DORADO | 2, 3 | 9, 10, 11 |
| FRESNO | 2, 3 | 10, 16, 19, 20, 21 |
| GLENN | 2, 3 | 5, 6, 10, 11 |
| HUMBOLDT | 2, 3 | 4, 5, 10 |
| IMPERIAL | 2, 3 | 25 |
| INYO | 2, 3 | 21 |
| KERN | 2, 3 | 19, 20, 21, 22, 25 |
| KINGS | 2, 3 | 19, 20, 21 |
| LAKE | 2, 3 | 4, 5, 7, 8, 10 |
| LASSEN | 2, 3 | 5, 10, 11 |
| LOS ANGELES | 2, 3 | 21, 25 |
| MADERA | 2, 3 | 10, 16, 19 |
| MARIN | 2, 3 | 7, 8 |
| MARIPOSA | 2, 3 | 10, 19 |
| MENDOCINO | 2, 3 | 4, 7, 8, 10 |
| MERCED | 2, 3 | 10, 16, 17, 19 |
| MODOC | 2, 3 | 5, 10 |
| MONO | 2, 3 | 10 |
| MONTEREY | 2, 3 | 10, 15, 18, 22 |
| NAPA | 2, 3 | 7, 8, 10 |
| NEVADA | 2, 3 | 9, 10, 11 |
| ORANGE | 2, 3 | 25, 29 |
| PLACER | 2, 3 | 9, 10, 11 |
| PLUMAS | 2, 3 | 5, 6, 10, 11 |
| RIVERSIDE | 2, 3 | 25, 29 |
| SACRAMENTO | 2, 3 | 5, 8, 9, 10, 11, 16 |
| SAN BENITO | 2, 3 | 10, 18 |
| SAN BERNARDINO | 2, 3 | 21, 25, 29 |
| SAN DIEGO | 2, 3 | 25, 29 |
| SAN FRANCISCO | 2, 3 | 8, 10, 12, 13, 14, 15 |
| SAN JOAQUIN | 2, 3 | 8, 10, 16, 17, 19 |
| SAN LUIS OBISPO | 2, 3 | 18, 21, 22, 25, 30 |
| SAN MATEO | 2, 3 | 8, 12, 13, 14, 15 |
| SANTA BARBARA | 2, 3 | 21, 22, 23, 25, 30 |
| SANTA CLARA | 2, 3 | 8, 10, 12, 13, 14, 15 |
| SANTA CRUZ | 2, 3 | 15, 18 |
| SHASTA | 2, 3 | 4, 5, 6 |

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| COUNTY NAME (A) | TRADE JOURNALS REQUIRED TO BE NOTIFIED (B) | NOTIFY TWO OF THE TRADE JOURNALS LISTED BELOW (C) |
|--------------------|--|---|
| SIERRA | 2, 3 | 10, 11 |
| SISKIYOU | 2, 3 | 5, 10 |
| SOLANO | 2, 3 | 8, 9, 10, 16 |
| SONOMA | 2, 3 | 7, 8, 10 |
| STANISLAUS | 2, 3 | 10, 16, 17, 19 |
| SUTTER | 2, 3 | 6, 9, 10, 11 |
| TEHAMA | 2, 3 | 5, 10, 11 |
| TRINITY | 2, 3 | 4, 5, 10 |
| TULARE | 2, 3 | 19, 20, 21 |
| TUOLUMNE | 2, 3 | 10, 17, 19 |
| VENTURA | 2, 3 | 21, 23, 25, 30 |
| YOLO | 2, 3 | 8, 9, 10 |
| YUBA | 2, 3 | 6, 9, 10, 11 |

1.06 Sample Information for Mailed Notice

Following provides the type of information that could be included in the mailed notice to the construction trade journals. This list should be used only as a guide.

- Project title and contract number, if any
- Cost range
- Site location
- Who is taking bids/date and time due
- Owner's address and phone number
- Architect's address and phone number
- Brief description of work to be done
- Where plans may be obtained/deposit required/whether or not refundable
- Percentage of bid bond/percentage of performance bond/percentage of payment bond

1.07 List of Construction Trade Journals

The following organizations have indicated to the Commission that they:

- a) Publish a newsletter or trade journal, on a weekly or more frequent basis, that contains a section listing projects being bid; or provide a telephone notice service to their members.
- b) Do not charge for publishing or otherwise disseminating a Notice to Contractors.

These organizations have indicated to the Commission that they serve subscribers or members in the counties listed to the right of each organization.

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Organizations that meet criteria (a) and (b) above may be added to the list, or changes or corrections can be made to the list by contacting one of the following:

| Email | Physical Copy |
|---|---|
| Sent via email to: LocalGovPolicy@sco.ca.gov | Sent via mail to: Office of the State Controller Local Government Programs and Services Division Local Government Policy Section P.O. Box 942850 Sacramento CA 94250 |

| NUMBER | ORGANIZATION | AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY |
|--------|---|---|
| 1 | CMD (Construction Market Data) Document Processing Center 30 Technology Parkway South, Suite 100 Norcross, GA 30092-2912 Phone: 800-424-3996 Email: customercare@cmdgroup.com Website www.cmdgroup.com | California |
| 2 | Construction Bidboard (Ebidboard) 11622 El Camino Real, #100 San Diego, CA 92130 Phone: 800-479-5314 Email: support@ebidboard.com Website: www.ebidboard.com | California |
| 3 | Dodge Data & Analytics 830 Third Avenue, 6 th Floor New York, NY 10022 Phone: 877-784-9556 Email: support@construction.com Website: www.construction.com | California |
| 4 | Humboldt Builders' Exchange, Inc. 1213 5th Street Eureka, California 95501 Phone: 707-442-3708 Website: www.humbx.com | Del Norte, Humboldt, Lake, Mendocino, Shasta, and Trinity |
| 5 | Shasta Builders' Exchange 1355 Hartnell Ave Redding, CA 96002 Phone: 530-221-5556 Email: planroom@shastabe.com Website: www.shastabe.com | Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Modoc, Plumas, Sacramento, Shasta, Siskiyou, Tehama, and Trinity |

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| NUMBER | ORGANIZATION | AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY |
|--------|--|--|
| 6 | Valley Contractors Exchange, Inc. 951 East Eighth Street Chico, CA 95928 Phone: 530-343-1981 Email: info@vceonline.com Website: www.vceonline.com | Butte, Colusa, Glenn, Plumas, Shasta, Sutter, and Yuba |
| 7 | North Coast Builders Exchange 1030 Apollo Way Santa Rosa, CA 95407 Phone: 707-542-9502 Fax: 707-542-2027 Website: www.ncbeonline.com | Lake, Marin, Mendocino, Napa, and Sonoma |
| 8 | Marin Builders Association 660 Las Gallinas Avenue San Rafael, CA 94903 Phone: 415-462-1220 Fax: 415-462-1225 Email: mba@marinbuilders.com Website: www.marinbuilders.com | Alameda, Contra Costa, Lake, Marin, Mendocino, Napa, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Clara, Solano, Sonoma, and Yolo |
| 9 | Sacramento Regional Builders' Exchange 5370 Elvas Avenue Sacramento, CA 95819 Phone: 916-442-8991 Fax: 916-446-3117 Email: planroom@srbx.org Website: www.srbx.org | El Dorado, Nevada, Placer, Sacramento, Solano, Sutter, Yolo, and Yuba |
| 10 | Placer County Contractors Association & Builders Exchange 10656 Industrial Avenue, Suite 160 Roseville, CA 95678 Phone: 916-771-7229 Fax: 916-771-0556 Email: planroom@srbx.org Website: www.pccamembers.com | Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, Santa Clara, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba |

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| NUMBER | ORGANIZATION | AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY |
|--------|--|---|
| 11 | Nevada County Contractors' Association 149 Crown Point Court Grass Valley, CA 95945 Phone: 530-274-1919 Email: info@nccabuildingpros.com Website: www.nccabuildingpros.com | Butte, El Dorado, Glenn, Lassen, Nevada, Placer, Plumas, Sacramento, Sierra, Sutter, Tehama, and Yuba |
| 12 | The San Francisco Builders Exchange 850 South Van Ness Avenue San Francisco, CA 94110-1911 Phone: 415-282-8220 Email: deanna@bxofsf.com Website: www.bxofsf.com | Alameda, San Francisco, San Mateo, and Santa Clara |
| 13 | Bay Area Builders Exchange 3055 Alvarado Street San Leandro, CA 94577 Phone: 510-483-8880 Email: info@bayareabx.com Website: www.bayareabx.com | Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara |
| 14 | Peninsula Builders Exchange 282 Harbor Blvd, Bldg D Belmont, CA 94002 Phone: 650-591-4486 Website: www.safetystar.org/safetystar | Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara |
| 15 | Builders' Exchange of Santa Clara County 400 Reed Street Santa Clara, CA 95050 Phone: 408-727-4000 Fax: 408-727-2779 Email: info@bxscco.com Website: www.bxscco.com | Alameda, Monterey, San Francisco, San Mateo, Santa Clara, and Santa Cruz |
| 16 | Builders' Exchange of San Joaquin 4561 Quail Lake Drive, Suite B2 Stockton, CA 95207 Phone: 209-478-1000 Email: crobinson@besonline.com Website: http://www.bxsj.org | Alameda, Calaveras, Contra Costa, Fresno, Madera, Merced, Sacramento, San Joaquin, Solano, and Stanislaus |

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| NUMBER | ORGANIZATION | AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY |
|--------|---|---|
| 17 | Valley Builders Exchange, Inc. 1118 Kansas Avenue Modesto, CA 95351 Phone: 209-522-9031 Email: planroom@valleybx.com Website: www.valleybx.com | Amador, Calaveras, Merced, San Joaquin, Stanislaus, and Tuolumne |
| 18 | Central Coast Builders Association 242 East Romie Lane Salinas, CA 93907 Phone: 831-758-1624 Email: staff@ccbabuilds.com Website: www.ccbabuilds.com | Monterey, San Benito, San Luis Obispo, and Santa Cruz |
| 19 | Central California Builders Exchange 1244 N. Mariposa Street Fresno, CA 93703 Phone: 559-237-1831 Email: info@cencalbx.com Website: http://cencalbx.com/ | Calaveras, Fresno, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tulare, and Tuolumne |
| 20 | Tulare & Kings Counties Builders Exchange 827 W Center Ave Visalia, CA 93291 Phone: 559-732-4568 Email: info@tkcbe.com Website: www.tkcbe.com | Fresno, Kern, Kings, and Tulare |
| 21 | Kern County Builders' Exchange, Inc. 4310 Ardmore Avenue, Ste. 100 Bakersfield, CA 93309 Phone: 661-324-4921 Email: kcbex@kcbex.com Website: www.kcbex.com | Fresno, Inyo, Kings, Kern, Los Angeles, San Bernardino, San Luis Obispo, Santa Barbara, Tulare Ventura |
| 22 | San Luis Obispo County Builders Exchange 153 Cross Street, #130 San Luis Obispo, CA 93401 Phone: 805-543-7330 Email: info@slocbe.com Website: www.slocbe.com | Kern, Monterey, San Luis Obispo, and Santa Barbara |

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| NUMBER | ORGANIZATION | AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY |
|--------|--|---|
| 23 | Ventura County Contractors Association 1830 Lockwood Street, No. 110 Oxnard, CA 93036 Phone: 805-981-8088 Email: vcca@vccainc.com Website: www.vccainc.com | Santa Barbara and Ventura |
| 24 | Construction Data Company 2001 9 th Avenue, 2 nd Floor Vero Beach, FL 32960 Phone: 800-652-0008 Email: service@cdcnews.com Website: www.cdcnews.com | California |
| 25 | BidAmerica 41085 Elm Street Murrieta, CA 92562 Phone: 951-677-4819 Email: planroom@bidamerica.com Website: www.BidAmerica.com | California |
| 26 | Construction Bid Source Interactive 6265 HWY 9 Felton, CA 95018 Phone: 888-786-9450 Website: www.constructionbidsource.com | California |
| 27 | Demandstar – Onvia Supplier Services 509 Olive Way, Suite 400 Seattle, WA 98101 Phone: 800-575-1736 Website: www.demandstar.com or Website: www.onvia.com | California |
| 28 | Challenge News 1276 Lincoln Avenue, Suite 203 San Jose, CA 95125 Phone: 408-998-0241 Email: info@challengenews.net Website: www.challengenews.net | California |

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| NUMBER | ORGANIZATION | AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY |
|--------|--|--|
| 29 | Associated General Contractors of America San Diego Chapter, Inc. 6212 Ferris Square San Diego, CA 92121 Phone: 858-558-7444 Email: planroom@agcsd.org Website: www.agcsd.org | Orange, Riverside, San Bernardino, and San Diego |
| 30 | Tri-Co Reprographics 720 E. Haley Street Santa Barbara, CA 93101 Phone: 805-966-1701 Email: sbplots@tricoblue.com Website: www.tricoblue.com | Santa Barbara, Ventura, and San Luis Obispo |

1.08 List of Closed Construction Trade Journals

The following construction trade journals have closed or are no longer functioning as of the publication date of this manual. Organizations that wish to advertise their projects should **not** contact any of the below trade journals. The below section is meant for reference only.

| ORGANIZATION | AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY |
|---|--|
| Solano-Napa Builders Exchange 135 Camino Dorado Napa, CA 94558 Phone: 707-255-2515 Fax: 707-255-2749 Email: membership@snbe.com Website: http://snbe.org | Napa and Solano CLOSED |
| El Dorado Builders' Exchange 3430 Robin Lane, Suite 7 Shingle Springs, CA 95682 Phone: 530-672-2955 | Amador, El Dorado, Nevada, Placer, Sacramento, and Yolo CLOSED |
| Bay Area Builders Exchange 2440 Stanwell Drive, Suite B Concord, CA 94520 Phone: 925-685-8630 Website: www.bayareabx.com | Alameda, Contra Costa, El Dorado, Lake, Mendocino, Napa, Placer, Sacramento, San Francisco, Santa Clara, Solano, and Sonoma LOCATION CLOSED |

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| ORGANIZATION | AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY |
|---|--|
| Builders Exchange of Merced & Mariposa 646 CA-HWY 59 Merced, CA 95341 Phone: 209-722-3612 Website: www.bxmm.org | Fresno, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, and Stanislaus CLOSED |
| Southern California Builders Association 732 N. Diamond Bar Blvd. #224 Diamond Bar, CA 91765 Phone: 909-396-1451 Email: scba@socalbuilders.org Website: www.socalbuilders.org | Imperial, Los Angeles, Orange, Riverside, San Bernardino, and San Diego CLOSED |
| Builders Notebook P.O. Box 4883 Santa Barbara, CA 93140 Phone: 877-776-5436 Email: planroom@buildersnotebook.com Website: www.buildersnotebook.com | Los Angeles, San Luis Obispo, Santa Barbara, and Ventura Non-Functioning Website |

Accounting Procedures Review Process

1.09 Accounting Procedures Review

- A. Pursuant to the provisions of Public Contract Code (PCC) §22042, the Commission has adopted the following procedures for conducting an Accounting Procedures Review, where an interested party presents evidence that work undertaken by a public agency falls within any of the following categories:
 - 1. It was performed by a public agency after rejection of all bids, claiming work can be done less expensively by the public agency.
 - 2. It exceeded the force account limit.
 - 3. It was improperly classified as maintenance.
- B. As used in the Accounting Procedures Review, "interested party" shall mean: a licensed contractor eligible to bid on the public project involved in the review; a labor organization whose members would be eligible to perform work on the public project if it were performed under contract; an association of licensed contractors and/or labor organizations; or a taxpayer of the public agency cited in the account review request.
- C. Request for Accounting Procedures Review
 - 1. Pursuant to PCC §22043(a)(b), in those circumstances as set forth in PCC §22042(a)(b)(c), a request for Commission review shall be in writing. The request shall be sent via certified or registered postal mail, and received by the Commission and/or State Controller’s Office (SCO) staff. It should be postmarked no later than eight business days from the date on which the public agency rejected all bids (PCC §22042(a)) or from the date on which an interested party formally complains in writing to the public agency (PCC §22042(b)(c)).

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2. The address for purposes of requesting Commission review is one of the following:

| Email | Physical Copy |
|---|--|
| Sent via email to: LocalGovPolicy@sco.ca.gov | Sent via mail to: CALIFORNIA UNIFORM CONSTRUCTION COST ACCOUNTING COMMISSION Office of the State Controller Local Government Programs and Services Division Local Government Policy Section P.O. Box 942850 Sacramento CA 94250 |

3. Such written notice from an interested party shall include the following information:

- (a) The name, address, phone number, and contact person for the interested party.
- (b) An indication that work undertaken by the public agency falls within one of the following categories:
 - (i) It was performed by a public agency after rejection of all bids, claiming work can be done less expensively by the public agency.
 - (ii) It exceeded the force account limits.
 - (iii) It was improperly classified as maintenance.
- (c) The name, address, and phone number of the public agency involved.
- (d) The project name and location, and/or project identification number.
- (e) The bid date and rejection date, if applicable.
- (f) The low bid dollar amount, if applicable.
- (g) The agency estimate, if available.
- (h) Other documentation supporting the request. If the requestor is unable to obtain information from the participating agency, the request should note the fact and include an explanation of the circumstances.

4. When the request is transmitted to the Commission for review, the interested party shall mail a copy of the request by first class mail, postage prepaid, to the public agency involved.

D. The Commission shall approve and designate in writing the consultants available to perform the Accounting Procedures Review, if needed. Such consultants shall be prequalified as follows:

- 1. They shall submit resumes including experience to the Commission for prequalification.
- 2. Each applicant shall have at least five years' experience with, and be knowledgeable of, public works construction or accounting under contracts let by public agencies.
- 3. They shall submit their schedule of fees required to perform such service.

E. Immediately upon receipt of a request for Accounting Procedures Review, SCO staff will forward all documentation to the Chairperson. The Chairperson shall assign the request to a working group consisting of two or more Commissioners, not to constitute a quorum. Each working group must have both private and public representations. Any correspondence received by SCO staff during the review will be immediately forwarded to the Chairperson and the members of the working group.

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1. The working group may contact either the interested party or the signatory agency involved for additional information. They may also request a statement of the public agency's position regarding the claim being set forth. Participating agencies are required to cooperate with any account reviews pursuant to this Act. Agencies failing to cooperate fully, through either unwillingness or inability, may be found to be non-compliant.
 2. If the work group deems it necessary, it may use SCO Audit Division staff or a consultant deemed qualified for the purpose of this review. The auditor or consultant will conduct a thorough review of the facts surrounding the claim. This review may include any fieldwork deemed necessary by the auditor or consultant. The auditor or consultant shall interview the public agency involved, and submit as a part of the findings a complete statement of the public agency's position regarding the review being conducted.
 3. The auditor or consultant, if involved, shall prepare written findings and a recommended decision within the timeframes established in PCC §22043.
 4. The statutory limit to complete the account review begins on the day that the request is received by SCO. Incomplete review requests may affect the ability of the Commission to render a timely decision. Pursuant to PCC §22043(c), the commission review shall commence immediately and conclude within the following number of days from the receipt of the request for commission review:
 - (a) Forty-five days for a review that falls within subdivision (a) of §22042; and
 - (b) Ninety days for a review that falls within subdivision (b) or (c) of §22042.

During the review of a project that falls within PCC §22042(a), the agency shall not proceed with the project until the final decision is received by the Commission.
- F. The review will be added as an agenda item to be discussed by the Commission at a public meeting held within the timeframe established in PCC §22043. All documentation and correspondence received related to the review will be included. Any documentation and correspondence received after the agenda has been posted to the SCO website will immediately be forwarded to each Commission member and available for public review at the meeting.
- G. The Commission shall review the findings of the work group and, if applicable, the auditor or consultant's report, and render its final decision within the timeframes established in PCC §22043. Within the timeframes established in PCC §22044, a copy of the decision shall be mailed by first class mail, postage prepaid, by SCO staff to the interested party and the public agency involved. A copy shall also be provided to each Commission member and included for information as part of the subsequent Commission meeting agenda.
- H. Decisions on Accounting Procedures Reviews shall be collected and maintained by SCO staff, and shall be available for public inspection during regular working hours. Such decisions may be cited and relied upon by interested parties and public agencies in subsequent reviews.
- I. If the Commission makes findings in accordance with PCC §22043, that the work undertaken by a public agency falls within any of the categories described in §22042, on three separate occasions within a 10-year term, the Commission shall notify the public agency of those findings in writing by certified mail. Public agencies that receive notice of findings on three separate occasions within a 10-year term shall not use the bidding procedures provided by this article for five years from the date of the Commission's findings contained in the third notice within a 10-year term. For the purposes of these review procedures, one investigation resulting in a finding or findings shall equate to one occasion. These review procedures are based on current statutory law.
- J. Changes to statutory law shall be reviewed and automatically adopted into these procedures as deemed appropriate.

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Uniform Public Construction Cost Accounting Act

1.10 California Public Contract Code

Chapter 2 Bidding on Public Contracts (The following statute is current as of January 1, 2017)

Article 1. Legislative Intent and Definitions.

| Code | Statute |
|--|--|
| 22000 Name of the Act | This chapter shall be known and may be cited as the "Uniform Public Construction Cost Accounting Act." |
| 22001 Legislative Findings and Declaration | The Legislature finds and declares that there is a statewide need to promote uniformity of the cost accounting standards and bidding procedures on construction work performed or contracted by public entities in the state. This chapter provides for the development of cost accounting standards and an alternative method for the bidding of public works projects by public entities. |
| 22001.5 Notice describing chapter provisions to public agencies | On or before January 1, 2009, the State Controller shall send a notice to all public agencies describing the provisions of this chapter and the benefits of using its provisions. This notice shall also be included in any notification issued by the State Controller pursuant to Section 22020. |
| 22002 Definitions | <p>a) "Public agency" for purposes of this chapter, means a city, county, city and county, including chartered cities and chartered counties, any special district, and any other agency of the state for the local performance of governmental or proprietary functions within limited boundaries. "Public agency" also includes a nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.</p> <p>b) "Representatives of the construction industry" for purposes of this chapter, means a general contractor, subcontractor, or labor representative with experience in the field of public works construction.</p> <p>c) "Public project" means any of the following:</p> <ol style="list-style-type: none"> 1) Construction reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility. 2) Painting or repainting of any publicly owned, leased, or operated facility. 3) In the case of a publicly owned utility system, "public project" shall include only the construction erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher. <p>d) "Public project" does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following:</p> <ol style="list-style-type: none"> 1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes. 2) Minor repainting. |

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| Code | Statute |
|--|---|
| 22002 Definitions (continued) | <p>3) Resurfacing of streets and highways at less than one inch.</p> <p>4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.</p> <p>5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.</p> <p>e) For purposes of this chapter, "facility" means any plant, building, structure, ground facility, utility system, subject to the limitation found in paragraph (3) of subdivision (c), real property, streets and highways, or other public work improvement.</p> |
| 22003 Public Agency Subject to Uniform Cost Accounting Procedures, Bidding Procedures | A public agency which has, by resolution, elected to become subject to the uniform construction cost accounting procedures set forth in Article 2 (commencing with Section 22010), may utilize the bidding procedures set forth in Article 3 (commencing with Section 22030) when contracting for "maintenance work," as defined in Section 22002, or when contracting for any other work which does not fall within the definition of "public project," as defined in Section 22002. |

Article 2. California Uniform Construction Cost Accounting Commission

| Code | Statute |
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| 22010 Creation; Membership; Appointment | <p>There is hereby created the California Uniform Construction Cost Accounting Commission. The commission is comprised of 14 members.</p> <p>a) Thirteen of the members shall be appointed by the State Controller as follows:</p> <ol style="list-style-type: none"> 1) Two members who shall each have at least 10 years of experience with, or providing professional services to, a general contracting firm engaged, during that period, in public works construction in California. 2) Two members who shall each have at least 10 years of experience with, or providing professional services to, a firm or firms engaged, during that period, in subcontracting for public works construction in California. 3) Two members who shall each be a member in good standing of, or have provided professional services to, an organized labor union with at least 10 years of experience in public works construction in California. 4) Seven members who shall each be experienced in, and knowledgeable of, public works construction under contracts let by public agencies; two each representing cities, counties, respectively, and two members representing school districts, and one member representing a special district. At least one of the two county representatives shall be a county auditor or his or her designee. |

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

| Code | Statute |
|---|---|
| 22010 Creation; Membership; Appointment (continued) | b) The member of the Contractors' State License Board who is a general engineering contractor as that term is defined in Section 7056 of the Business and Professions Code shall serve as an ex officio voting member. <i>(Amended by Stats. 2015, Ch. 269, Sec. 24. Effective January 1, 2016.)</i> |
| 22011 Appointment Recommendations | The Controller, in an effort to select highly qualified commission members, shall solicit from organized representatives of the construction industry and public agencies recommendations for appointments to the commission. |
| 22012 Members; Accounting Experience | At least one commission member of the seven representing the construction industry and at least one of the seven representing public agencies shall have previous accounting experience. |
| 22013 Chairperson; Term | The commission members shall select a chairperson from among its membership. The chairperson shall serve as chair for a term of two years from the date of selection. In no event shall two consecutive chairpersons be appointees representing either the construction industry or public agencies. |
| 22014 Members; Term; Vacancies | a) The members of the commission shall hold office for terms of three years, and until their successors are appointed. b) Members may be reappointed, by the Controller, for subsequent terms of three years. c) The Controller may appoint a successor for any commissioner after his or her three-year term expires. d) The Controller shall, within 120 days, appoint a replacement to fill any vacancy on the commission. <i>(Amended by Stats. 2015, Ch. 269, Sec. 25. Effective January 1, 2016.)</i> |
| 22015 Staff; Members' Compensation; Grants | a) The Controller shall make available for the conduct of the commission's business, such staff and other support as does not conflict with the accomplishment of the other business of the office of the Controller b) Each member of the commission shall serve without compensation, but shall be reimbursed for travel and other expenses necessarily incurred in the performance of the member's duties. Reimbursement rates shall conform to the Controller's travel guideline rates. c) The commission may accept grants from federal, state, or local public agencies, or from private foundations or individuals, in order to assist it in carrying out its duties, functions, and powers under this chapter. <i>(Amended by Stats. 2015, Ch. 269, Sec. 26. Effective January 1, 2016.)</i> |
| 22016 Meetings | The commission shall meet not less than once each year, at a time and place chosen by its membership. |

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

| Code | Statute |
|--|---|
| <p>22017 The Commission's Four Principle Duties</p> | <p>The commission shall do all of the following:</p> <ul style="list-style-type: none"> a) After due deliberation and study, recommend for adoption by the Controller, uniform construction cost accounting procedures for implementation by public agencies in the performance of, or in contracting for, construction on public projects. The procedures shall, to the extent deemed feasible and practicable by the commission, incorporate, or be consistent with construction cost accounting procedures and reporting requirements utilized by state and federal agencies on public projects, and be uniformly applicable to all public agencies that elect to utilize the uniform procedures. As part of its deliberations and review, the commission shall take into consideration relevant provisions of the Office of Management and Budget Circular A-76, as periodically revised. b) After due deliberation and study, recommend for adoption by the Controller cost accounting procedures designed especially for implementation by California cities with a population of less than 75,000. The procedures shall incorporate cost accounting and reporting requirements deemed practicable and applicable to all cities under 75,000 population which elect to utilize the uniform procedures. For the purpose of these cost accounting procedures, the following shall apply: <ul style="list-style-type: none"> 1) Cities with a population of less than 75,000 shall assume an overhead rate equal to 20 percent of the total costs of a public project, including the costs of material, equipment, and labor. 2) Cities with a population of more than 75,000 may either calculate an actual overhead rate or assume an overhead rate equal to 30 percent of the total costs of a public project, including the costs of material, equipment, and labor. c) Recommend for adoption by the Controller, procedures and standards for the periodic evaluation and adjustment, as necessary, of the monetary limits specified in Section 22032. d) The commission shall make an annual report to the Legislature with respect to its activities and operations, together with those recommendations as it deems necessary. <p><i>(Amended by Stats. 2015, Ch. 269, Sec. 27. Effective January 1, 2016.)</i></p> |
| <p>22018 Recommended Procedure; Controller's Review</p> | <p>The Controller shall, upon receipt of the commission's recommendations, review and evaluate the recommended procedures and either formally adopt or reject the recommended procedures within 90 days of submission by the commission.</p> |
| <p>22019 Adoption; Promulgation of Uniform Procedure</p> | <p>Upon determining that the recommended uniform construction cost accounting procedures will serve the best interest of the state and public agencies, and upon formal adoption by the Controller, the Controller shall promulgate the uniform procedure for all public agencies electing to participate, together with instructions for their adoption and implementation by any public agency.</p> |

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

| Code | Statute |
|--|--|
| 22020 Five Year Consideration; Material Changes; Adjustments | In accordance with procedures and standards adopted pursuant to Section 22017, every five years the commission shall consider whether there have been material changes in public construction costs and make recommendations to the Controller regarding adjustments in the monetary limits prescribed by Section 22032, but in no case shall the amount, as adjusted, be less than fifteen thousand dollars (\$15,000). The Controller shall notify all participating public agencies of the adjustment prior to the effective date. That notification shall also describe the provisions of this chapter and the benefits of using its provisions. |

Article 3. Public Projects; Alternative Procedures

| Code | Statute |
|------------------------------------|---|
| 22030 Application of Article | <p>a) This article applies only to a public agency whose governing board has by resolution elected to become subject to the uniform construction cost accounting procedures set forth in Article 2 (commencing with Section 22010) and which has notified the Controller of that election. In the event of a conflict with any other provision of law relative to bidding procedures, this article shall apply to any public agency which has adopted a resolution and so notified the Controller.</p> <p>b) A county, whether general law or charter, containing a population of less than 500,000 may award individual annual contracts as provided in Section 20128.5.</p> <p><i>(Amended by Stats. 2015, Ch. 269, Sec 28. Effective January 1, 2016)</i></p> |
| 22031 Alternative Procedures | <p>a) Prior to January 1, 2013, this article shall not prohibit a board of supervisors or a county road commissioner from utilizing, as an alternative to the procedures set forth in this article, the procedures set forth in Article 25 (commencing with Section 20390) of Chapter 1.</p> <p>b) On or after January 1, 2013, this article shall not prohibit a board of supervisors or a county road commissioner from utilizing, as an alternative to the procedures set forth in this article, the procedures set forth in Article 25 (commencing with Section 20390) of Chapter 1 for both of the following:</p> <ol style="list-style-type: none"> 1) Maintenance and emergency work. 2) New road construction and road reconstruction as long as the total value of the new road construction and the road reconstruction performed under the procedures set forth in subdivision (c) of Section 20395 during a fiscal year does not exceed 30 percent of the total value of all work performed by force account other than maintenance as reported in the Controller’s Streets and Roads Annual Report as of March 1 of each year prior to the fiscal year. <p>c) The value of force account work necessary to facilitate capital projects for the purpose of contracting to the private sector, including design, engineering, inspection, testing, and other force account work necessary to administer private contracts, shall be excluded from the 30-percent limit in subdivision (b).</p> |

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| Code | Statute |
|---|--|
| 22031 Alternative Procedures (continued) | <p>d) The value of force account work necessary to facilitate projects performed by county employees, including design, engineering, inspection, testing, and other force account work necessary to administer work performed under subdivision (b), shall apply to the 30-percent limit in subdivision (b).</p> <p>e) On or after January 1, 2013, for a county with a population of less than 50,000, this article shall not prohibit a board of supervisors or a county road commissioner from utilizing, as an alternative to the procedures set forth in this article, the procedures set forth in Article 25 (commencing with Section 20390) of Chapter 1.</p> <p>f) The requirements set forth in Section 22038 shall apply to any county subject to this section.</p> <p>g) Any county board of supervisors or county road commissioner acting pursuant to the authority granted in paragraph (2) of subdivision (b) shall publicly declare its intention to use this authority prior to commencing work. The public declaration may be on a project-by-project basis, via a list of anticipated projects for the fiscal year, or via a list that may be included in the county's annual budget.</p> <p><i>(Amended by Stats. 2014, Ch. 345, Sec. 3. Effective January 1, 2015.)</i></p> |
| 22032 Contracting Procedures; Dollar Amount Limitations | <p>a) Public projects of sixty thousand dollars (\$60,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.</p> <p>b) Public projects of two hundred thousand dollars (\$200,000) or less may be let to contract by informal procedures as set forth in this article.</p> <p>c) Public projects of more than two hundred thousand dollars (\$200,000) shall, except as otherwise provided in this article, be let to contract by formal bidding procedure.</p> <p><i>76 Op. Atty. Gen. 126,7-14-93 = Job order contracts - General law county or general law city may not enter into a "job order contract" in excess of \$50,000 for the performance of public projects involving minor construction, and the renovation, alteration, painting, and repair of existing facilities, except under narrowly defined statutory conditions applicable only to counties.</i></p> |
| 22033 Separation of Work orders of Projects; Evasion of Provision of Article | <p>It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this article requiring work to be done by contract after competitive bidding.</p> |
| 22034 Informal Bidding Ordinance | <p>Each public agency that elects to become subject to the uniform construction accounting procedures set forth in Article 2 (commencing with Section 22010) shall enact an informal bidding ordinance to govern the selection of contractors to perform public projects pursuant to subdivision (b) of Section 22032. The ordinance shall include all of the following:</p> <p>a) Notice to contractors shall be provided in accordance with either paragraph (1) or (2), or both.</p> |

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| Code | Statute |
|---|---|
| 22034 Informal Bidding Ordinance (continued) | <p>1) The public agency shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list shall be determined by the commission. All contractors on the list for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors pursuant to this subdivision shall be completed not less than 10 calendar days before bids are due.</p> <p>2) The public agency may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals specified in Section 22036.</p> <p>b) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.</p> <p>c) The governing body of the public agency may delegate the authority to award informal contracts to the public works director, general manager, purchasing agent, or other appropriate person.</p> <p>d) If all bids received are in excess of two hundred thousand dollars (\$200,000), the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at two hundred twelve thousand, five hundred dollars (\$212,500) or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.</p> <p><i>(Amended by Stats. 2015, Ch. 269, Sec. 29. Effective January 1, 2016.)</i></p> |
| 22035 Emergencies | <p>a) In cases of emergency when repair or replacements are necessary, the governing body may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the governing body, by contractor, or by a combination of the two.</p> <p>b) In case of an emergency, if notice for bids to let contracts will not be given, the public agency shall comply with Chapter 2.5 (commencing with Section 22050).</p> |
| 22035.5 Overcrowded Justice Facilities; Court Ordered Relief; Application of Section 22034 | <p>In counties that are under court order to relieve justice facility overcrowding, the procedures and restrictions specified in Section 20134 shall apply to all contracts issued under this chapter.</p> |
| 22036 Determination of Construction Trade Journals to Receive Notice of Informal and Formal Construction Contracts | <p>The commission shall determine, on a county-by-county basis, the appropriate construction trade journals which shall receive mailed, faxed, or emailed notice of all informal and formal construction contracts being bid for work within the specified county.</p> <p><i>(Amended by Stats. 2015, Ch. 269, Sec. 30. Effective January 1, 2016.)</i></p> |

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| Code | Statute |
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| <p>22037 Notice Inviting Formal Bids; Information; Publication</p> | <p>Notice inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published at least 14 calendar days before the date of opening the bids in a newspaper of general circulation, printed and published in the jurisdiction of the public agency; or, if there is no newspaper printed and published within the jurisdiction of the public agency, in a newspaper of general circulation which is circulated within the jurisdiction of the public agency, or, if there is no newspaper which is circulated within the jurisdiction of the public agency, publication shall be by posting the notice in at least three places within the jurisdiction of the public agency as have been designated by ordinance or regulation of the public agency as places for the posting of its notices. The notice inviting formal bids shall also be sent electronically, if available, by either facsimile or electronic mail and mailed to all construction trade journals specified in Section 22036. The notice shall be sent at least 15 calendar days before the date of opening the bids. In addition to notice required by this section, the public agency may give such other notice, as it deems proper.</p> |
| <p>22038 Rejection of Bids; Failure to Receive Bids; Options</p> | <p>a) In its discretion, the public agency may reject any bids presented, if the agency prior to rejecting all bids and declaring that the project can be more economically performed by employees of the agency, furnishes a written notice to an apparent low bidder. The notice shall inform the bidder of the agency's intention to reject the bid and shall be mailed at least two business days prior to the hearing at which the agency intends to reject the bid. If after the first invitation for bids all bids are rejected, after reevaluating its cost estimates of the project, the public agency shall have the option of either of the following:</p> <ol style="list-style-type: none"> 1) Abandoning the project or readvertising for bids in the manner described by this article. 2) By passage of a resolution by a four-fifths vote of its governing body declaring that the project can be performed more economically by the employees of the public agency, may have the project done by force account without further complying with this article. <p>b) If a contract is awarded, it shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the public agency may accept the one it chooses.</p> <p>c) If no bids are received through the formal or informal procedure, the project may be performed by the employees of the public agency by force account, or negotiated contract without further complying with this article.</p> <p><i>(Amended by Stats. 2003, Ch. 296, Sec. 29. Effective January 1, 2004.)</i></p> |
| <p>22039 Adoption of Plans, Specifications, and Working Detail</p> | <p>The governing body of the participating public agency or its designated representative shall adopt plans, specifications, and working details for all public projects exceeding the amount specified in subdivision (c) of Section 22032.</p> <p><i>(Amended by Stats. 2015, Ch. 269, Sec. 31. Effective January 1, 2016.)</i></p> |

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| Code | Statute |
|---|---|
| 22040 Plans, Specifications of Working Details; Examination | Any person may examine the plans, specifications, or working details, or all of these, adopted by the public agency for any project. |
| 22041 Exemptions | This article does not apply to the construction of any public building used for facilities of juvenile forestry camps or juvenile homes, ranches, or camps established under Article 15 (commencing with Section 880) of Chapter 2 of Part 1 of Division 3 of the Welfare and Institutions Code, if a major portion of the construction work is to be performed by wards of the juvenile court assigned to those camps, ranches, or homes. |
| 22042 Accounting Procedures Review | <p>The commission shall review the accounting procedures of any participating public agency where an interested party presents evidence that the work undertaken by the public agency falls within any of the following categories:</p> <ul style="list-style-type: none"> a) Is to be performed by a public agency after rejection of all bids, claiming work can be done less expensively by the public agency. b) Exceeded the force account limits. c) Has been improperly classified as maintenance. |
| 22042.5 Informal Bidding Procedures Review | <p>The commission shall review practices of any participating public agency where an interested party presents evidence that the public agency is not in compliance with Section 22034.</p> <p><i>(Added by Stats. 2015, Ch. 269, Sec. 32. Effective January 1, 2016.)</i></p> |
| 22043 Work Done by Public Agency; Commission Review Request | <ul style="list-style-type: none"> a) In those circumstances set forth in subdivision (a) of Section 22042, a request for commission review shall be in writing, sent by certified or registered mail received by the commission postmarked not later than eight business days from the date the public agency has rejected all bids. b) In those circumstances set forth in subdivision (b) or (c) of Section 22042, a request for commission review shall be by letter received by the commission not later than eight days from the date an interested party formally complains to the public agency. c) The commission review shall commence immediately and conclude within the following number of days from the receipt of the request for commission review: <ul style="list-style-type: none"> 1) Forty-five days for a review that falls within subdivision (a) of Section 22042. 2) Ninety days for a review that falls within subdivision (b) or (c) of Section 22042. d) During the review of a project that falls within subdivision (a) of Section 22042, the agency shall not proceed on the project until a final decision is received by the commission. |

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

| Code | Statute |
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| 22043 Work Done by Public Agency; Commission Review Request (continued) | <p>e) A request for commission review pursuant to Section 22042.5 shall be in writing, sent by certified or registered mail, and received by the commission no later than eight days from the day an interested party formally complains to the public agency. The commission review shall commence immediately and conclude within 90 days from the receipt of the request for commission review.</p> <p><i>(Amended by Stats. 2015, Ch. 269, Sec. 33. Effective January 1, 2016.)</i></p> |
| 22044 Written Findings; Failure to Comply with Chapter; Action | <p>The commission shall prepare written findings, which shall be presented to the public agency within 30 calendar days of formal commission review. Should the commission find that the provisions of this chapter or of the uniform cost accounting procedures provided for in this chapter were not complied with by the public agency, the following steps shall be implemented by that agency:</p> <p>a) On those projects set forth in subdivision (a) of section 22042, the public agency has the option of either (1) abandoning the project, or (2) awarding the project to the lowest responsible bidder.</p> <p>b) On those projects set forth in subdivision (b) or (c) of section 22042, the public agency shall present the commission’s findings to its governing body within 30 calendar days of receipt of written notice of the findings and that governing body shall conduct a public hearing with regard to the commission’s findings within 60 calendar days of receipt of the findings.</p> <p>c) 1) On findings of noncompliance pursuant to section 22042.5, the public agency shall notify its governing body of the commissioner’s findings within 60 calendar days of receipt of written notice of the findings from the commission.</p> <p>2) The public agency shall notify the commission in writing, within 90 days of receipt of written notice of the findings, of the public agency’s best efforts to comply.</p> <p><i>(Amended by Stats. 2015, Ch. 269, Sec. 34. Effective January 1, 2016.)</i></p> |
| 22044.5 Compliance; Removal from Act | <p>If the commission makes a finding, in accordance with section 22043, on three separate occasions within a 10-year period, that the work undertaken by a public agency falls within any of the categories described in section 22042, the commission shall notify the public agency of that finding in writing by certified mail and the public agency shall not use the bidding procedures provided by this article for five years from the date of the commission’s findings.</p> <p><i>(Amended by Stats. 2015, Ch. 269, Sec. 34. Effective January 1, 2016.)</i></p> |
| 22045 Implementation of Procedures Review: Commission Recommendations | <p>a) No later than January 1, 1985, the commission shall recommend, for adoption by the Controller, written procedures implementing the accounting procedures review provided for in this article.</p> <p>b) The Controller shall, upon receipt of the commission’s recommendation, review and evaluate the recommended procedures and either formally adopt or reject the recommended procedures within 90 days of submission of the commission.</p> |

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Chapter 2.5 Emergency Contracting Procedures

| Code | Statute |
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| <p>22050 Contract Without Bids; Procedures</p> | <p>a) 1) In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.</p> <p>2) Before a governing body takes any action pursuant to paragraph (1), it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.</p> <p>b) 1) The governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate county administrative officer, city manager, chief engineer, or other nonelected agency officer, the authority to order any action pursuant to paragraph (1) of subdivision (a).</p> <p>2) If the public agency has no county administrative officer, city manager, chief engineer, or other nonelected agency officer, the governing body, by a four-fifths vote, may delegate to an elected officer the authority to order any action specified in paragraph (1) of subdivision (a).</p> <p>3) If a person with authority delegated pursuant to paragraph (1) or (2) orders any action specified in paragraph (1) of subdivision (a), that person shall report to the governing body, at its next meeting required pursuant to this section, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.</p> <p>c) 1) If the governing body orders any action specified in subdivision (a), the governing body shall review the emergency action at its next regularly scheduled meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action. If the governing body meets weekly, it may review the emergency action in accordance with this paragraph every 14 days.</p> <p>2) If a person with authority delegated pursuant to subdivision (b) orders any action specified in paragraph (1) of subdivision (a), the governing body shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless a person with authority delegated pursuant to subdivision (b) has terminated that action prior to the governing body reviewing the emergency action and making a determination pursuant to this subdivision. If the governing body meets weekly, it may, after the initial review, review the emergency action in accordance with this paragraph every 14 days.</p> |

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| Code | Statute |
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| <p>22050 Contract Without Bids; Procedures (continued)</p> | <p>3) When the governing body reviews the emergency action pursuant to paragraph (1) or (2), it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts.</p> <p>d) As used in this section, “public agency” has the same meaning as defined in Section 22002.</p> <p>e) A three-member governing body may take actions pursuant to subdivision (a), (b), or (c) by a two-thirds vote.</p> <p>f) This section applies only to emergency action taken pursuant to Sections 20133, 20134, 20168, 20193, 20205.1, 20213, 20223, 20233, 20253, 20273, 20283, 20293, 20303, 20313, 20331, 20567, 20586, 20604, 20635, 20645, 20685, 20736, 20751.1, 20806, 20812, 20914, 20918, 20926, 20931, 20941, 20961, 20991, 21020.2, 21024, 21031, 21043, 21061, 21072, 21081, 21091, 21101, 21111, 21121, 21131, 21141, 21151, 21161, 21171, 21181, 21191, 21196, 21203, 21212, 21221, 21231, 21241, 21251, 21261, 21271, 21290, 21311, 21321, 21331, 21341, 21351, 21361, 21371, 21381, 21391, 21401, 21411, 21421, 21431, 21441, 21451, 21461, 21472, 21482, 21491, 21501, 21511, 21521, 21531, 21541, 21552, 21567, 21572, 21581, 21591, 21601, 21618, 21624, 21631, 21641, and 22035.</p> |

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CHAPTER 2 THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

Uniform Public Construction Cost Accounting Act

2.01 The Uniform Public Construction Cost Accounting Act

As specified in the State of California Public Contract Code, all governmental jurisdictions are limited to the dollar amount of public project work that can be performed using internal resources. The jurisdictions are further required to follow various bidding procedures in undertaking construction work performed or contracted in the jurisdiction. The passage of Chapter 1054, Statutes of 1983, Uniform Public Construction Cost Accounting Act (Act), and subsequent amendments provides for alternative bidding procedures by public agencies in undertaking public project work, provided they subscribe to uniform construction cost accounting policies and procedures developed in accordance with the law.

The purpose of this document is to give public agencies those construction cost accounting policies and procedures required in accordance with this above-mentioned legislation. To assist in understanding these policies and procedures, we have provided examples throughout the manual. These examples are for illustrative purposes only and, although they may be used, should not be considered required formats for public agencies operating under this program.

2.02 Public Agency

Public Contract Code section 22002(a) provides the definition of a public agency for the purposes of the Act. Public agencies are cities, counties, a city and county, chartered cities and chartered counties, any special district and any other agency of the state responsible for the local performance of governmental or proprietary functions within limited boundaries. Public agency includes a nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

2.03 Public Project

As defined in Public Contract Code section 22002(c), all public projects performed by public agencies may include:

- Construction, reconstruction, erection, alteration, renovation, improvement, demolition and repair work involving any publicly owned, leased or operated facility.
- Painting or repainting of any publicly owned, leased or operated facility.
- In the case of publicly owned utility system, construction, erection, improvement or repair of dams, reservoirs, power plants and electrical transmission lines of 230,000 volts and higher.

2.04 Exemptions

Construction of any public building used for facilities of juvenile forestry camps or juvenile homes, ranches, or camps established under Article 15 (commencing with section 880) of Chapter 2 of Part 1 of Division 2 of the Welfare and Institutions Code, if a major portion of the construction work is to be performed by wards of the juvenile court assigned to those camps, ranches or homes, is exempt from the provisions of the Act.

In addition, in cases of great emergency, as determined by the governing body of the public agency, including, but not limited to, states of emergency defined in Government Code section 8558. When repair or replacements are necessary to permit the continued conduct of the operation or services of a public agency or to avoid danger

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to life or property. The governing body by majority vote may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the governing body, by contract, or by a combination of the two. The governing body, by majority vote, may delegate to the appropriate county administrative officer or city manager the power to declare a public emergency subject to confirmation by the governing body, by a four-fifths vote, at its next meeting.

2.05 Bid Limitations

For those agencies whose governing board has by resolution elected to become subject to the uniform construction cost accounting policies and procedures and which have notified the State Controller of that election, the following bid limitations will be in effect pursuant to Public Contract Code section 22032 and 22034(d):

- Public projects of \$60,000 or less may be performed by the employees of a public agency by force account (for definition see page 43 section 3.03), by negotiated contract, or by purchase order.
- Public projects of \$200,000 or less may be let to contract by informal procedures as set forth in this legislation.
- Public projects of more than \$200,000 shall, except as otherwise provided in this legislation, be let to contract by formal bidding procedures.
- If all bids received are in excess of \$200,000, the governing body of the public agency may by adoption of a resolution by a four-fifths vote, award the contract, at \$212,500 or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.

2.06 Award of Bid

Public Contract Code section 22038 allows the public agency in its discretion to reject any bids presented. If the agency prior to rejecting all bids and declaring that the project can be more economically performed by employees of the agency provides a written notice to an apparent low bidder that:

- Informs the lowest responsible bidder of the agency's intention to reject the bid.
- Is mailed to at least two business days prior to the hearing at which the agency intends to reject the bid.

If after opening bids all bids are rejected, the public agency shall have the option, after reevaluating its cost estimates of the project, of one of the following:

- The public agency may abandon the project or re-advertise for bids in the manner described by this legislation; or
- By passage of a resolution by a four-fifths majority of its governing body declaring that its employees can perform the project more economically, the public agency may have the project done by force account without further complying with this legislation.

If a contract is awarded, it shall be awarded to the lowest bidder. If two or more bids are the same as the lowest, the public agency may accept the one it chooses.

If no bids are received, the project may be performed by employees of the public agency by force account or by informal bidding procedures set forth in section 22034 of the Public Contract Code.

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California Uniform Construction Cost Accounting Commission

2.07 California Uniform Construction Cost Accounting Commission

Chapter 1054, Statutes of 1983, created the California Uniform Construction Cost Accounting Commission (CUCCAC or the Commission). The Commission is comprised of 14 members, 13 members are appointed by the State Controller and one member of the Contractors' State License Board pursuant to section 22010 of the Public Contract Code.

- a) Thirteen of the members shall be appointed by the Controller as follows:
 - 1) Two members who shall each have at least 10 years of experience with, or providing professional services to, a general contracting firm engaged, during that period, in public works construction in California.
 - 2) Two members who shall each have at least 10 years of experience with, or providing professional services to, a firm or firms engaged, during that period, in subcontracting for public works construction in California.
 - 3) Two members who shall each be a member in good standing of, or have provided professional services to, an organized labor union with at least 10 years of experience in public works construction in California.
 - 4) Seven members who shall each be experienced in, and knowledgeable of, public works construction under contracts let by public agencies; two each representing cities, counties, respectively, and two members representing school districts, and one member representing a special district. At least one of the two county representatives shall be a county auditor or his or her designee.
- b) The member of the Contractors' State License Board who is a general engineering contractor as that term is defined in Section 7056 of the Business and Professions Code shall serve as an ex officio voting member.

2.08 Implementation

The public agency must perform several administrative steps to comply and elect into the law. The major steps include:

- Adopting a resolution electing to become subject to the Act.
- Adopting ordinances or regulations providing informal bidding procedures as required by the law.
- Notifying the State Controller of the election.
- Complying with the cost accounting construction policies and procedures presented in this manual.

The Commission shall review the accounting procedures of any participating agency where an interested party presents evidence that the work undertaken by the public agency falls within any of the following categories stated in Public Contract Code section 22042:

- Is to be performed by a public agency after rejection of all bids, claiming work can be done less expensively by the public agency.
- Exceeded the force account limits.
- Has been improperly classified as maintenance.

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CHAPTER 3 UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING POLICIES AND PROCEDURES

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CHAPTER 3 UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING POLICIES AND PROCEDURES

Uniform Public Construction Cost Accounting Policies and Procedures

The California Uniform Construction Cost Accounting Commission (CUCCAC) is responsible for reviewing and developing uniform public construction cost accounting policies and procedures to be followed by public agencies electing to participate in the program. This section of the manual discusses the Commission's basic philosophy and intent in developing these cost accounting policies and procedures, the range of public construction projects that may be undertaken by public agencies using these cost accounting policies and procedures, and the support systems deemed necessary to comply with this program.

Inquiries regarding the program and/or the policies and procedures may be sent to the State Controller's Office (SCO) Local Government Policy Section at LocalGovPolicy@sco.ca.gov. Once an inquiry is received by SCO staff, it will be reviewed and a draft response will be sent to the Chair of the Commission. The Chair may appoint one or more Commissioners, not to constitute a quorum, from the public and/or private sectors to assist with responding to the inquiry in a timely manner. The Chair will provide feedback as necessary, and SCO staff will reply to the inquirer in a timely manner. A summary of inquiries is to be reviewed by the Commissioners at the next CUCCAC meeting, for incorporation into the Frequently Asked Questions as appropriate.

3.01 CUCCAC Philosophy

The policies and procedures, as dictated by Public Contract Code section 22017, shall, to the extent deemed feasible and practicable, incorporate or be consistent with construction cost accounting guidelines and standards and reporting requirements utilized by state and federal agencies on public projects and be uniformly applicable to all public agencies which elect to utilize the policies and procedures. The Commission recognizes the wide divergence in the size, capabilities and scope of operations of various public agencies operating under this legislation. Therefore, in developing this manual, the Commission wishes to present policies and procedures that are reasonable and do not demand extensive tracking of detail. The Commission feels that all cost elements, including personnel, materials, supplies and subcontracts, equipment, and overhead, associated with a project must be recorded and reported at the project level. Each of the cost elements is to be expressed in the initial bid/estimate process, captured and recorded during the construction period and compared to the initial estimate at the conclusion of the public project. This shall require the existence of a project tracking system, as discussed later in this section. The Commission refrains from dictating a specific system but requires a system to estimate for bidding purposes, and to capture the actual costs in a manner consistent with the bid estimate. In this manner, the policies and procedures are results-oriented. The Commission has determined that the Standardized Account Code Structures meets the requirements of the Act.

3.02 Applicable Projects

In keeping with the Commission's objective of providing cost accounting policies and procedures that are specific in concept yet broad enough to encompass all public agencies, regardless of size and scope of services, these policies and procedures should enable the public agencies to track all applicable construction-oriented public projects.

While allowing for the divergence of activities performed, these policies and procedures should parallel construction cost accounting practices as much as possible to allow for a comparability of private and public estimates and actual costs incurred in constructing public projects.

CHAPTER 3 UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING POLICIES AND PROCEDURES

3.03 Definitions

The definitions listed below will assist users of the manual in interpreting and understanding the policies and procedures as stated in this manual. It is important to note that these definitions pertain only to the contents of this manual.

Cost Finding. A less formal method than project accounting of cost determination or estimation on an irregular basis. There may be no formal accounting entries during the year to record costs incurred in specific cost accounts. Instead, cost finding usually involves taking available fund financial accounting data and recording it and adjusting it to devise the cost data or estimate needed. This approach will be used in selected instances as defined in this manual.

Direct Costs. Direct costs represent economic resources that can be specifically identified with a particular construction activity or function. To the extent possible, such costs should be charged directly to the project for purposes of cost determination rather than being subjected to allocation procedures.

End Cost Objective. An end cost objective is a cost center or activity established for the accumulation of the direct costs of performing government services. All costs should be considered to indirectly support the performance of these services.

Equipment Usage Tracking System. An equipment usage tracking system allows for the identification, recording, accumulation and reporting of usage of a specific piece of equipment or type of equipment and the unit of usage, e.g., hours, days, mileage, to a particular activity.

Force Account. A force account accurate for work performed on public projects using internal resources, including but not limited to labor, equipment, materials, supplies, and subcontracts of the public agency.

Government-Wide Overhead. Government-wide overhead is defined to include all costs of a public agency not associated with organizational units performing services which support all end cost objectives of the government entity.

Materiality. It is the Commission's position that, if the value of those goods obtained from inventory is material, the cost must be recorded to the public project code as a direct cost item. Materiality is defined for purposes of this manual to be any item that has a unit or aggregate value of \$25 or more.

Materials, Supplies, and Subcontracts Tracking System. A materials, supplies, and subcontracts tracking system allows for the identification, recording, accumulation, and reporting of materials, supplies, and subcontracts used on a particular activity.

Object Cost. A cost center or activity (account code assigned to a department or project) established for the accumulation of the direct and indirect cost to arrive at a total cost of performing government services.

Overhead Costs. Overhead costs represent economic resources that are employed for common or joint purposes benefiting several projects or functions. As such, overhead costs are not as readily chargeable to individual projects and, therefore, generally require allocation based upon statistical relationships.

Personnel Tracking System. A personnel tracking system allows for the identification, recording, accumulation, and reporting of personnel working on a particular activity.

Project Accounting. Project accounting is the continuous process of analyzing, classifying, recording, and summarizing cost data within the confines and controls of a formal project accounting system and reporting them to users on a regular basis.

CHAPTER 3 UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING POLICIES AND PROCEDURES

Project Tracking System. A project tracking system allows for the identification and establishment of cost (account) codes to particular activities. The system would be used to record, accumulate, and report personnel costs; equipment costs; material, supplies, and subcontracts costs; and allocated overhead to activities identified.

Public Project Unit. A public project unit (e.g. public works department) is an identifiable organizational unit of any size within a public agency whose primary goals include the undertaking and completion of public projects as defined in Public Contract Code section 22002. The Commission would, in general, consider a unit to be a public project unit when over 25% of the total unit's annual budget is expended on public projects. It is more common to have these organizational units in the larger public agencies - urban counties, cities, and school districts.

Subcontract. A subcontract provides for the use of an outside contractor with specialized skills and/or equipment needed to complete an element of work on the public project.

Unit Overhead. Unit overhead is defined as all costs incurred by an organizational unit, such as a public project unit, department, division or section, that are not directly attributable to any end cost objective, whether it be a public project or not. These costs include personnel costs, materials, supplies and subcontracts, and equipment costs not directly attributable to any end cost objective.

Work Order. A work order is written authorization for the performance of a particular project. It contains a description and location of the project and specifications for the work to be performed. Work orders are assigned an identification code and are used to record all costs both direct and indirect incurred in completing the project.

3.04 Public Agency Organization Structure

In general, public agencies will contract out design-and-build and heavy construction projects and perform only general building projects and specialty construction projects with internal resources. Frequently, this decision to undertake general building and specialty construction projects is made based on the agency's organization structure, current workload requirements, and available staffing resources.

Often, in large organizations, due to the ongoing workload, there are organizational units whose stated objective is to undertake and complete on an as-needed basis general building and specialty construction projects. These organizational units are project-oriented. Their end cost objectives primarily consists of the performance of public projects. Costs specifically incurred in connection with individual end cost objectives are considered to be direct costs. Costs not specifically incurred to support individual and cost objectives are considered to be overhead costs associated with the organizational units taken as a whole. To recognize all the costs associated with an end cost objective, these overhead costs must be allocated back to this end cost objective. Examples of end cost objectives include public projects, such as the construction of a warehouse, renovation of a lunch room, or street reconstruction and resurfacing over 1 inch. Smaller public agencies, which comprise the majority of public agencies in the state, usually do not have organizational units whose annual budgets represent more than 25% of public project work. Frequently, these employees perform general maintenance duties in addition to working on public projects. The public project costs incurred by these employees are more difficult to identify yet equally important.

3.05 Classification of Costs

It is the stated objective of the law and the Commission to have public agencies estimate the cost of public projects and track these project costs in a manner similar to private industry. Essential to achieving this objective

CHAPTER 3 UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING POLICIES AND PROCEDURES

is the understanding and agreement by both parties as to the components of costs that are included in public projects.

The major classification of cost components for construction projects includes: direct, indirect, and overhead costs.

3.06 Direct Costs

Direct costs generally include these categories of costs: labor, bonds, permits, licensing fees (if any), equipment, permanent materials and supplies, subcontracts, nonpermanent materials and supplies. Components of each of these direct project cost categories are shown below and include costs applicable to the construction industry.

Labor

- Hourly Pay/Salary
- Payroll Taxes (Employer Contribution)
- Worker's Compensation Insurance (Allocation of Self Insurance)
- Group Health Insurance
- Group Life Insurance
- Retirement Plan (Employer Contribution)
- Holiday Leave
- Vacation
- Sick Leave
- Unassigned Time
- Disability Insurance
- Unemployment Insurance
- Military Leave
- Jury Duty Leave
- Management Leave/Compensatory Leave
- Uniform/Uniform Allowance
- Tuition Reimbursement
- Union Time Off
- Time Off for Illness or Death of Family Member
- Personal Liability Insurance
- Administration/Employer Contribution of Deferred Compensation Program/401K
- Overtime Premium

Use employee's productive hourly rate to calculate direct labor costs.

Equipment

Internal Equipment Rate

- Depreciation
- Insurance (Allocation of Self Insurance)
- Initial Assembling and Dismantling Costs
- Maintenance Costs
- Repair Costs
- Provision for Major Overhauls

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- Unassigned Time
- Maintenance and Storage Yard Facilities Costs
- Fuel and Oil
- Tires and Grease

Or Use:

Caltrans Equipment Rental Rates and Labor Surcharge Book:

<http://www.dot.ca.gov/hq/construct/equipmnt.html>

External Equipment Rate (Leased or Rented from Commercial Dealer) which includes, if charged by the Lessor or are the responsibility of the agency, the following costs:

- Rental Rate
- Maintenance Costs
- Assembling and Dismantling Costs
- Insurance Costs
- Fuel and Oil
- Tires and Grease

Permanent Materials and Supplies

Cost of Permanent Materials and Supplies-Charged Directly to Job

- Permanent Materials and Supplies Cost
- Sales/Use Tax
- Freight
- Discounts Taken

Cost of Permanent Materials and Supplies Costs

- Substantiated by most recent Invoice
- Handling
- Warehouse and Transportation Costs

Subcontracts

Payments made to Subcontractors

Nonpermanent Materials and Supplies/Miscellaneous Costs

- Permits
- Fees
- Performance Bonds
- Licenses

CHAPTER 3 UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING POLICIES AND PROCEDURES

3.07 Indirect Costs

Indirect costs can be identified with a project but not with a specific job or unit of production within the project.

Indirect costs generally include two categories of costs: labor and other miscellaneous project site expenses. Components of each of these indirect cost categories are shown below.

Labor

- Quality Control and Inspection
- Field Supervisors
- Security Guards
- Superintendent
- Job Secretary

Other Project Expenses

- Mobilization, Assembly, Move-Out Costs
- Yarding and Hauling
- Trailer
- Utilities
- Telephone
- Warehouse Costs
- Spoilage, Loss and Theft
- Other Costs

3.08 Overhead Costs

Simplified Overhead Rate

Prior to January 1, 2004, the Commission allowed all agencies to use a 20% overhead rate applied to all direct costs in lieu of calculating their overhead rates. An amendment to Public Contract Code section 22017 provides that cities with a population of less than 75,000 can assume the 20% rate. Cities with a population of 75,000 or over can either assume a 30% overhead rate or calculate an actual overhead rate.

Calculated Overhead Rate

The Commission determined that counties, special districts, and school districts can use a 30% rate or calculate an actual overhead rate, which is the same rule that applies to cities with a population of over 75,000.

Agencies may elect to calculate their overhead rates by one of the three following methods:

- 1) Appendix A describes the federal government's method of calculating overhead (2 CFR Part 220).
- 2) Appendix B describes a method of calculating overhead by allocating overhead costs as a percentage of direct labor costs.
- 3) Any method of calculating overhead is satisfactory with the Commission, provided that acceptable accounting procedures are used and all administrative costs are included.

Overhead costs should be applied on total project costs, including costs of material, equipment, and labor.

Overhead costs cannot be identified with or charged to jobs or units of production unless some more or less arbitrary allocation basis is used.

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Components of overhead are shown below and include costs applicable to the construction industry, public agencies or both, e.g., public agencies do not have to pay surety bond premiums as does the construction industry to perform construction work, but both have costs incurred due to the processing of payroll.

- Payroll
- Personnel
- Purchasing/Procurement
- Bid/Estimate Expense
- Advertising Expense
- Legal Costs
- General Government
- General Accounting/Finance
- Departmental Accounting/Finance
- Facilities
- Data Processing
- Top Management
- Management Expenses

Typically public agencies recognize only two classifications of costs: direct and overhead.

It is important to note that this does not suggest that public agencies exclude indirect costs but rather that they classify a majority of them as direct costs. For example, in the construction industry a foreman supervising employees working at the job site would have his personnel costs pooled and allocated to a job or unit of production. In a public agency, the foreman's labor cost would be charged directly to the appropriate public projects.

Regardless of the differences in how the various costs are classified, both the construction industry and public agencies recognize that the significant cost elements of any construction project include:

- Personnel
- Materials, supplies and subcontracts
- Equipment
- Overhead

3.09 Project Identification

Public projects, as defined in section 2.03, shall be identified and given specific project codes. These codes are generally referred to as project or work order numbers. These codes shall enable the public agency to segregate the cost elements discussed above, thereby allowing for the proper estimation, tracking, and comparison of estimated vs. actual cost elements incurred at the completion of a public project.

3.10 Project Tracking

The public agency shall have a manual or automated system that records, accumulates, and periodically reports the cost elements - personnel; materials, supplies and subcontracts; equipment; and overhead - incurred in completing all public projects. The public agency shall be required to account for the costs of the public project in a manner consistent with the way in which the project was bid/estimated. An audit trail of the accumulation of these cost elements shall be maintained. Source documents shall be retained identifying costs incurred on the project. These documents may include timesheets, equipment tracking records, requisitions of materials and supplies used at the project site, and the documentation of the development of overhead rates. The project

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tracking system does not have to be a part of the public agency's fiscal system but should capture the major cost elements and comply with the other requirements stated in this manual. This may require the agency to establish a project tracking system or alter an existing cost accounting system.

Project Tracking Systems

Project tracking refers to the management of projects which includes but is not limited to measuring and reporting the status of milestones, tasks and activities required in achieving the pre-defined project results. Project tracking can also refer to project management software which automates the tracking of tasks, assignments, event and activities related to the project.

Most counties and larger school districts, cities, and special districts have established automated cost accounting systems that can track all identified public projects. Other project tracking systems include work order systems and project ledger card systems.

Work orders are written authorizations for the performance of a particular project. They contain a description and location of the project and the specifications for the work to be performed. These authorizations, used extensively by public agencies, are assigned an identification code and are used to accumulate and report labor, materials and supplies, and other costs associated with the project. Work orders can be used to cost public project work, as well as maintenance work and other types of end cost objective work.

A project ledger card system establishes a single ledger card to be used in recording, in summary, all cost elements associated with a particular public project.

Discussion of Example

An excel spreadsheet, is listed as a template named *Sample Estimating Form* and is available online at http://www.sco.ca.gov/ard_cuccac.html

The sample project ledger card has been established by the school district's accounting area to estimate the costs of remodeling the Main Street School. This sample can be used for estimating a project. The following data elements are included on the ledger card to establish the public project:

- Project code
- Start date
- End date
- Person responsible for work
- Name of project

Chapter 4 IDENTIFICATION, REPORTING, AND COMPUTATION OF PERSONNEL COSTS

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CHAPTER 4 IDENTIFICATION, REPORTING, AND COMPUTATION OF PERSONNEL COSTS

Identification, Reporting, and Computation of Personnel Costs

The accurate estimating, tracking and costing of personnel costs is imperative to ensure accurate reporting and future estimating of these costs. Personnel costs are those costs associated with employing public agency personnel in the performance of a specific job. They include three elements:

- 1) Annual salary or wage paid by the public agency.
- 2) Benefits received by employees such as a public agency's contribution to employee retirement programs, group health plans, and unemployment insurance.
- 3) Benefits paid to employee such as salaries or wages paid to employees who are on holidays, vacation leave, and sick leave.

This section of the manual describes the systems and methods used to track personnel time, determine the costs associated with personnel, and record these costs to a project tracking system.

Tracking Personnel Time

Critical to the public agency's determination of personnel costs is the ability to identify time spent by employees performing work on all public projects.

4.01 Timekeeping System

A public agency shall have a timekeeping system that accumulates hours worked by employees and assigns these hours to all public project codes. Typically, this project code is assigned by the agency's accounting department and conveyed to the person responsible for the public project, generally the foreman or equivalent position. This system shall enable the agency to track hours worked on public projects to allow for the subsequent distribution of the appropriate personnel costs.

4.02 Examples of Timekeeping Systems

The simplest of timekeeping records is a foreman's time book. These books usually have 50 pages and the foreman records on a daily or weekly basis the employee and his daily time spent on a particular project. These books have heavy tagboard covers so they can remain at the job site and be carried in a foreman's pocket. Typically, at the week's end, the foreman's time book is copied onto timesheets or timecards. This may be done at the central office by the foreman, timekeeper, payroll clerk or bookkeeper. This timekeeping system has the advantage of actual timekeeping being performed at the job site; but if the book is lost, the entire project's time record is lost.

Weekly timesheets or timecards and electronic timekeeping systems can also be used to record time. These documents should be completed by employees no later than at the end of the week showing the hours worked on each public project. For the employees to complete the cards or sheets, they must be informed of the appropriate project code to charge. This appears to be an insignificant issue; but without the establishment of a project code and the conveyance of that information to personnel working on the public project, the costs may never get recorded accurately. This decentralization of timekeeping presents the opportunity for possible

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inaccuracies in the recording of time spent on public projects. Therefore, this system may warrant additional review by management.

Work orders can be used to record time by the appropriate employee. As discussed in the project tracking requirements, work orders are written authorization for the performance of a particular job containing a project code, a description and location of the job, and specifications for the work to be performed. Work orders are the most frequent public project timekeeping systems used by public agencies. These are generally completed by the supervisor of the public project who records the employees' time spent on a public project.

It is important to note that work performed on public projects, unlike timekeeping in the construction industry, requires close supervision by management to ensure that hours worked on end cost objectives as defined by this manual are recorded properly.

4.03 Application of Timekeeping Systems

As discussed earlier, there are two types of organizational units within public agencies that may perform public project work. These are (1) public project units and (2) other organizations that may, in addition to their primary duties, work on public projects.

Public Project Unit

A public project unit is an identifiable organizational unit of any size whose primary goals include the undertaking and completion of public projects. Typically, these units perform construction, reconstruction, erection, alteration, renovation, improvement, demolition, repair work, and painting of any publicly owned, leased, or operated facility. For example, a public works department may have a division/section comprised of employees who as defined by this bill are dedicated to the undertaking and completion of public projects such as road resurfacing, painting, landscaping and building/remodeling. The Commission would, in general, consider a unit to be a public project unit when over 25% of the total unit's annual budget is expended on public projects. It is more common to have these organizational units in the larger public agencies--urban counties, cities and school projects.

Timekeeping Requirements

Employees who generally are considered direct labor and are assigned to a public project unit shall record their time on an hourly basis and record all hours of a full work day. This includes time spent on public projects as well as time spent on projects excluded from this program. Unassigned time by these employees will also be recorded and charged to an appropriate code.

Employees not performing labor on public projects, but who provide administrative support services to the employees of the public project unit, shall also record their time on an hourly basis and record all hours of a full work day. This time will be charged to an appropriate overhead account and will be used in the development of the organizational unit's overhead rate as discussed in Chapter 7.

Other Organizational Units Performing Work on Public Projects

There are other organizational units that have employees who perform work on public projects but whose primary goal is the performance of routine maintenance work and/or other general government services. Typically, these organizational units include: parks and recreation departments; divisions of public works agencies that have not been identified specifically as public project units, such as engineering; water and sewer; street maintenance; and routine maintenance.

CHAPTER 4 IDENTIFICATION, REPORTING, AND COMPUTATION OF PERSONNEL COSTS

a. Timekeeping Requirements

Employees of these organizational units shall report time worked on public projects. Although the Commission strongly believes that it is advisable for employees to record an eight-hour day to various end cost objectives, work performed outside of public projects is excluded from the scope of the program and is not required to be reported. All time worked on public projects by a public agency employee shall be posted to a project tracking system on a timely basis with an adequate audit trail maintained.

b. Discussion of Example

An employee of an organizational unit who performs work on a public project, but whose organization is not identified as a public project unit, must report his time. The employee has recorded only the time worked on a public project. Unit management, employees performing maintenance work, and unassigned employees need not record their time as do similar employees in a public project unit.

4.04 Recording Time to Public Projects

A public project's direct labor time shall be recorded to a project code under the following circumstances:

- The employee worked on a public project.
- The employees were in transit to or from a project site.
- The employee performed clean-up work on a public project, e.g., the employee returned to central headquarters to complete paperwork attributable to a public project.
- The employee was assigned to work on a public project but was unable to work due to unforeseen circumstances, e.g., equipment breakdown or inclement weather, and was therefore idle.

Computing Personnel Costs

In determining personnel costs, three different rates must be determined and applied: the employee's productive hourly rate, the department's overhead rate, and the general government overhead rate.

4.05 Productive Hourly Rate

Personnel costs in many public projects represent the single largest cost of a public project. In calculating these costs it is important to include the three components of personnel costs:

- 1) Annual salary/wages
- 2) Benefits received
- 3) Benefits paid

The calculation of an hourly rate integrating these three costs components is commonly called a "productive hourly rate."

CHAPTER 4 IDENTIFICATION, REPORTING, AND COMPUTATION OF PERSONNEL COSTS

A productive hourly rate shall be used to cost time reported to public projects. A productive hourly rate determines the full costs per hour of employing public agency personnel on a public project. A productive hourly rate is calculated by dividing annual personnel costs by an employee's available hours for work assignment.

Annual Personnel Cost

The annual personnel costs of an employee or class of employees shall be determined by the public agency. These costs shall include annual salary/wages and fringe benefits paid by the public agency.

Fringe benefits are generally calculated as a percentage of annual salary/wages or as an annual cost per employee.

If the productive hourly rate is calculated by employee class, members of each class should have reasonably comparable fringe benefits. Otherwise, further division of the employee class should be performed.

Fringe benefit calculations shall take into consideration, but not be limited to, the employer contribution portion of the following costs:

- Disability insurance
- Life insurance
- Retirement plan
- Unemployment insurance
- Worker's compensation insurance
- Personal liability insurance

The fringe benefits calculation is not required to include accrued benefits, such as sick leave or vacation earned but not taken, as a component of personnel costs. It is recognized that these accrued benefits represent a significant future cost to the public agency. Yet, many public agencies do not account for these costs and would have difficulty in developing accurate figures. If further pronouncements concerning accrued benefits of public agencies are issued, the Commission will determine whether inclusions of these costs are appropriate.

Productive Hours

The public agency shall start with the assumption of 2,080 productive hours in a year if a 40-hour work week is the standard for the public agency. If a 40-hour work week is not the standard, the appropriate number of annual productive hours must be determined by the agency. The public agency shall then determine average annual nonproductive time either by employee, class of employee, or agency-wide. Nonproductive time is time when the employee is not available to work or assignment to work and includes but is not limited to:

- Vacation
- Sick leave
- Holidays
- Military leave
- Jury duty
- Training

4.06 Unit Overhead Rate

Public Project Unit

A unit overhead rate shall be developed for each public project unit. This unit overhead rate shall include all public project costs that are not direct costs. The overhead rate shall be developed and added to the productive hourly rate.

Organizational Unit Performing Public Project Work

A unit overhead rate shall be developed for each organizational unit performing work on public projects in addition to its primary duties. This unit overhead rate shall include all of the organizational unit's costs that are not direct costs. The overhead rate should be developed and applied to the employee's productive hourly rate.

4.07 Government-Wide Overhead Rate

A government-wide overhead rate shall be developed to include all costs of a public agency not associated with organizational units performing services that support all end cost objectives of the government entity. The government-wide rate shall be developed and applied to the productive hourly rate after unit overhead has been applied.

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CHAPTER 5 IDENTIFICATION, REPORTING, AND COSTING OF MATERIALS, SUPPLIES, AND SUBCONTRACTS

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CHAPTER 5 IDENTIFICATION, REPORTING, AND COSTING MATERIALS, SUPPLIES, AND SUBCONTRACTS

Identification, Reporting, and Costing of Materials, Supplies, and Subcontracts

Materials, supplies, and subcontracts used on public projects are considered a cost element by the Commission and include such items as lumber, bricks, cement, doors, paint, asphalt, wire, sand, gravel, pipe, and work performed under a subcontract. Materials and supplies used on public projects shall be tracked and charged to project codes as discussed in Chapter 2 and can be accounted for either as direct purchase or inventory.

This section of the manual describes the systems and methods used to track materials, supplies, and subcontracts; determine their value, as well as the other costs associated with providing materials and supplies; and record these costs to a project tracking system.

Materials and Supplies

Critical to the public agency's determination of personnel costs is the ability to identify time spent by employees performing work on all public projects.

5.01 Tracking Materials and Supplies

The Commission wishes to provide policies and procedures so that public agencies account for public projects in a manner similar to the construction industry. The nature of governmental procurement and inventory practices presents challenges to the public agency's ability to meet the Commission's objective of effectively measuring material and supply costs for public projects.

Direct Purchases

Materials and supplies are often purchased directly for use on a public project. The public agency can thus identify the associated dollar value of items purchased to the public project code, which should be identified on the purchase order when the procurement is initiated.

Inventory

It is more difficult to identify the associated costs of items obtained from the public agency's inventory of materials and supplies, generally maintained at a warehouse or stockroom. The major challenge is identifying and recording the costs of material and supplies utilized for the public project which are obtained from the public agency's inventory. It is the Commission's position that, if the value of these goods obtained from inventory is material, the cost must be recorded to the public project code as a direct cost item. Materiality is defined for purposes of this manual to be any item that has a unit or aggregate value of \$25 or more.

Items purchased and placed into inventory that would subsequently be used on public projects and which may exceed the \$25 limit shall be issued to projects in a manner consistent with good accounting controls.

5.02 Costing Materials and Supplies

Direct Purchase

The total material and supplies costs are the invoiced amount. This amount should be posted to the project tracking system for direct purchases on a timely basis. This recorded amount should include the cost of the materials and supplies, freight, sales tax, use tax and any other appropriate costs.

CHAPTER 5 IDENTIFICATION, REPORTING, AND COSTING OF MATERIALS, SUPPLIES, AND SUBCONTRACTS

Inventory

The public agency shall have a method to provide for the valuation of the inventory it releases to public projects. Acceptable methods include:

First-In, First-Out (FIFO) – The earliest acquired stock is assumed to be used first, the latest acquired stock is assumed to be still on hand. Therefore, when inventory is issued, it is valued at the cost of the earliest acquired stock.

Last-In, First-Out (LIFO) – The earliest acquired stock is assumed to be still on hand, the latest acquired stock is assumed to have been used immediately. Therefore, when inventory is issued, it is valued at the cost of the most recently (latest) acquired stock.

Weighted Average – In this type of inventory valuation system, each purchase of stock is aggregated with the former inventory balances so that a new average unit price is used to price the subsequent issues of inventory.

Recent Costs – The most recent unit costs is applied to units consumed to yield total cost.

5.03 Handling/Carrying Cost

Personnel, equipment, and facilities costs are incurred by the public agency to store and transport inventoried items. This is separate and distinct from the cost of procurement that is considered to be recaptured through general government overhead, as discussed in Chapter 4. (If warehousing and transportation costs are not provided by a central organization, it is assumed that these costs are recovered through the government-wide overhead rate).

5.04 Subcontracts

A public agency may wish to complete work on a public project by subcontracting, i.e., hiring an outside contractor to perform a portion of the work.

Subcontractors shall be accounted for in a manner similar to a direct purchase of materials and supplies. Contracts or purchase orders should be coded with the appropriate project code and the subcontract costs recorded onto the project tracking system in a timely manner. The handling/carrying overhead rate shall be calculated to recover:

- Warehouse/storeroom personnel costs
- Facility costs of storeroom/warehouse
 - Utilities
 - Rent
 - Insurance
- Transportation costs associated with the receipt/delivery of materials and supplies.

CHAPTER 6 IDENTIFICATION, REPORTING, AND COSTING EQUIPMENT

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CHAPTER 6 IDENTIFICATION, REPORTING, AND COSTING EQUIPMENT

CHAPTER 6 IDENTIFICATION, REPORTING, AND COSTING EQUIPMENT

Identification, Reporting, and Costing Equipment

Usage of equipment on public projects is a cost element of performing those public projects. Equipment usage, excluding passenger riding sedans, must be tracked when a piece of equipment is assigned to a public project. Equipment used on public projects shall be charged to a project cost code. This section describes the systems and methods used to track equipment usage, determine equipment costs, and record the costs to a projects tracking system.

6.01 Equipment Tracking Systems

The public agency shall have a manual or automated system that tracks the appropriate equipment by time, mileage or other usage factor to a public project. The system shall have the capability to track equipment usage to a public project:

- When it is in motion to/from a project site;
- When at a public project site (whether in use or not), if time is the means of equipment tracking and
- When at public project site and in use, if mileage or some other mechanism is the means of equipment tracking.

Examples of Tracking Systems

One of the simplest forms for tracking equipment is a weekly timesheet for each piece of equipment that has been assigned to the public project and the time or mileage incurred by the public project. These sheets should be submitted weekly with labor timesheets or cards. They should then be sent to the accounting area and charged to a project tracking system.

6.02 Equipment Tracking of Agency Owned/Operated Equipment

As will be seen in this chapter heading Equipment Usage Rates on page 64, the public agency can cost out equipment it owns and operates in one of two ways. The public agency can either utilize internally developed equipment rates or rates from industry equipment rate books.

Internal Rates

When an agency develops internal equipment rates for certain or all types of equipment, that agency must track the time that equipment was used on end cost objectives such as public projects, maintenance work, and unassigned time. This enables the public agency to determine what the equipment's history of productive hours has been. This enables a better forecast of projected productive hours to be made for rate development purposes.

Equipment Rate Book Rates

When an agency utilizes the calculated equipment rate from rate books, it must record the time or mileage the equipment is used on public projects. Since these equipment rates generally factor in idle time, a full tracking of the equipment as performed for "internal rate" equipment is not mandated.

CHAPTER 6 IDENTIFICATION, REPORTING, AND COSTING EQUIPMENT

Equipment Usage Rates

There are three acceptable means of determining equipment rates. They include rates developed internally for public agency owned and operated equipment, equipment rate books used by the construction industry and rental or lease rates charged by commercial vendors. Each of these methods attempts to recapture the costs associated with the equipment's purchase and operations, such as depreciation, fuel, maintenance, repair and insurance.

6.03 Internal Rates (Equipment Owned by Public Agency)

Public agencies shall utilize internally developed equipment usage rates that reflect the full cost of owning, operating and maintaining types of equipment. Rates should be developed for classes of equipment and should comply with the following guidelines:

- The internal equipment rate methodology shall be documented and an adequate audit trail provided.
- The costs of depreciation, fuel and oil, equipment storage, and income are to be included in the internally developed rates.

Depreciation

Depreciation is the method used to spread the cost of equipment, capital lease, or replacement value less residual value, over a piece of equipment's useful life. The public agency's capitalization policy should be used to determine whether a piece of equipment should be depreciated. Generally, equipment that costs more than \$1,000 and has a useful life of more than one year should be depreciated.

Depreciation should be calculated as follows:

1) Useful Life

Depreciation should be based on the average useful life for the piece of equipment in a particular operation. Determination of useful life should be based on actual or planned retirement and replacement practices.

2) Residual Value

Residual value is the value at disposition (less costs of disposal) estimated at the time of acquisition. In many cases, the estimated residual value is so small and occurs so far in the future that it has no significant impact. As well, residual value may be almost or completely offset by removal and dismantling costs. Normally, public agency equipment will be used through the end of its estimated useful life and the residual value may be carried at zero. In the event that it is known at the time of acquisition that the capital equipment will not be used for at least 75% of its scheduled useful life, residual value should be estimated.

3) Capital Improvements

Capital improvements are the costs of major overhauls and modifications that add value and prolong the life of a piece of equipment. These costs should be treated as capital expenditures and depreciated over the extended or remaining useful life of either the asset or improvement, whichever is less.

4) Straight Line Depreciation Method

The straight-line depreciation method charges an equal amount for each period of useful life (generally a year). This method is considered the most practical and reasonable method for determining equipment usage costs.

CHAPTER 6 IDENTIFICATION, REPORTING, AND COSTING EQUIPMENT

5) Calculation of Depreciation Method

For annual depreciation for capitalized equipment will be estimated as follows:

- A. Start with the acquisition cost (purchase price) plus capital improvements, plus all other costs incurred to place the equipment in usage, e.g., transportation, installation. The public agency may choose to utilize replacement value for this calculation.
- B. Determine the useful life of the equipment, utilizing applicable guides such as the IRS guide.
- C. Compute annual depreciation by dividing the depreciable basis (acquisition cost plus capital improvements less residual value) by the useful life.
- D. Maintenance and Repairs
These are costs (labor and parts) that are incurred for maintenance repairs to keep the equipment in normal operating condition. These costs do not include capital improvements that add value to equipment and are accounted for under depreciation. Tires and grease are included in this classification of cost. Typically, a ledger card for each piece of equipment will be necessary to record these costs.
- E. Fuel and Oil
These costs include the labor and fuel costs of supplying the equipment with fuel of any type and oil.
- F. Equipment Storage Costs
Equipment storage costs include the cost of facilities associated with the use of equipment. These costs include equipment yards, warehouse facilities, and the cost of guards and other security measures.
- G. Insurance
These costs include the premiums paid by the public agency (whether self-insured or paid to an outside agency) for equipment insurance.

A good discussion of the calculation of internal equipment rates can be found in State Controller's Office website, http://www.sco.ca.gov/pubs_guides.html *Accounting Standards and Procedures for Counties* in the Road Fund Accounting section.

6.04 Equipment Rate Books (Equipment Owned by Public Agency)

Public agencies that own equipment used on public projects but do not calculate internal equipment rates shall utilize appropriate private industry equipment rate books. It is understood that industrial rates may include certain costs that are not incurred by public agencies, such as personal property taxes paid on the assessed value of the equipment and interest charges. However, these equipment usage rates in some cases do not include: the cost of fuel or other energy costs to operate a particular piece of equipment; the cost of preparatory work performed before a piece of equipment can be made operative; the costs of dies, blades or welding rods that are normally consumed in the operation of a piece of equipment; or the costs of extraordinary wear and tear. Therefore, the use of industrial rates is assumed to provide a reasonable approximation of internal rates.

CHAPTER 6 IDENTIFICATION, REPORTING, AND COSTING EQUIPMENT

Equipment rate books that are acceptable to the commission for use in lieu of internal rates include:

- *Caltrans Labor Surcharge and Equipment Rental Rates*
<http://www.dot.ca.gov/hq/construc/equipmnt.html>
- *Mechanical Contractors Association Tool and Equipment Rental Guide*
- *National Electrical Contractors Association Tool and Equipment Rental Schedule*

Use of other guides must first be reviewed and approved by the Commission.

These guides are maintained and updated on a periodic basis by the appropriate agency or association to accurately reflect current costs associated with equipment usage. If a piece of equipment or comparable piece of equipment is not included in an established guide, an internal rate shall be developed or a documented quote from an equipment leasing or rental agency may be utilized.

6.05 Rental or Lease Rates

Rented or leased equipment to be used partially or completely on public projects shall be tracked and have the appropriate amount charged to the public project. Additional costs associated with the leasing or renting of equipment used partially on a public project shall be charged on a pro rata basis, if appropriate to that project. Costs related to renting or leasing equipment generally include, but are not limited to:

- Rates
- Moving, loading, and assembly costs
- Maintenance and repairs
- Insurance
- Fuel (under some rate schedules)

CHAPTER 7 IDENTIFICATION, RATE DEVELOPMENT, AND ALLOCATION OF OVERHEAD

CHAPTER 7 IDENTIFICATION, RATE DEVELOPMENT, AND ALLOCATION OF OVERHEAD

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CHAPTER 7 IDENTIFICATION, RATE DEVELOPMENT, AND ALLOCATION OF OVERHEAD

Identification, Rate Development, and Allocation of Overhead

7.01 Commission Adopted Simplified Overhead Rate

Prior to January 1, 2004, the Commission allowed all agencies to use a 20% overhead rate applied to all direct costs in lieu of calculating their overhead rates. Amendments to Public Contract Code section 22017 provides that cities with a population of less than 75,000 can assume the 20% rate. Cities with a population of 75,000 or over can either assume a 30% overhead rate or calculate an actual overhead rate.

The Commission determined that counties, special districts, and school districts could use a 30% rate or calculate an actual overhead rate, which is the same rule that applies to cities with a population of over 75,000.

Agencies may elect to calculate their overhead rates by one of three following methods:

- 1) Appendix A describes the federal government's method of calculating overhead (2CFR Part 200).
- 2) Appendix B describes a method of calculating overhead by allocating overhead costs as a percentage of direct labor costs.
- 3) Any method of calculating overhead is satisfactory with the Commission, provided that acceptable accounting procedures are used and all administrative costs are included.

Chapter 3, *Definitions*, lists items that define overhead.

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APPENDIX A COST PRINCIPLES FOR STATE, LOCAL, AND INDIAN TRIBAL GOVERNMENTS

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Cost Principles for State, Local, and Indian Tribal Governments

APPENDIX A COST PRINCIPLES FOR STATE, LOCAL AND INDIAN TRIBAL GOVERNMENTS

2 CFR Part 200
(OMB Circular A-87)
Please refer to:

www.ecfr.gov

Browse: Title 2 – Grants and Agreements
Volume 1, Chapter II, Part 200

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APPENDIX B OVERHEAD DETERMINATION AND ALLOCATION PERCENTAGE OF DIRECT LABOR COSTS METHOD

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APPENDIX B OVERHEAD DETERMINATION AND ALLOCATION PERCENTAGE OF DIRECT LABOR COSTS METHOD

APPENDIX B OVERHEAD DETERMINATION AND ALLOCATION PERCENTAGE OF DIRECT LABOR COSTS METHOD

Identification, Rate Development, and Allocation of Overhead

B.01 Identification, Rate Development, and Allocation of Overhead

Overhead is the one cost element most frequently misunderstood and absent from public agency costs. This section defines overhead costs and the various methods used to identify, track, and allocate these costs. The Commission believes that overhead is a significant factor and that it is essential that public agencies record and allocate their costs to fairly reflect the total cost of performing public projects. It is not intended that public agencies be required to recover all their overhead costs but that overhead costs reasonably borne by public projects be allocated to these projects.

Overhead includes all costs except:

- Labor performed at the site and directly charged to any end costs objective (including other than public projects) including a pro rata share of payroll taxes and related employee benefits, such as workers' compensation, group insurance, holiday and sick leave, and similar "fringe benefits." As discussed previously, an end cost objective is a pool, center, or activity established for the accumulation of the direct cost of performing fundamental government services. Labor charged to an end cost objective should be traceable to the finished goods or services performed.
- Materials, supplies, and subcontracts actually consumed on and directly charged to any end cost objective, including related freight, sales or use tax, and handling/carrying charges if appropriate. Materials and supplies charged to an end cost objective should be traceable to the finished goods or services provided.
- Equipment costs directly charged to any end cost objective. Equipment costs charged to an end cost objective should be traceable to the finished goods or services provided.

Overhead costs represent economic resources that are employed for common or joint purposes benefiting several end cost objectives and are not identifiable to an individual end cost objective. The challenge is to achieve an equitable allocation of overhead costs to these various end cost objectives of the public agency.

Public agencies shall calculate two overhead rates or use the simplified overhead rates noted in Chapter 7:

- Unit overhead rate
- Government-wide overhead rate

Unit overhead is defined as all costs incurred by an organizational unit, such as a public project unit, department, division or section, which are not directly attributable to any end cost objective whether it be a public project or not. These costs include personnel costs, materials, supplies and subcontracts and equipment costs not directly attributable to any end cost objective. As was discussed in Chapter 4, unit overhead must be developed for public project units and organization units performing public project work.

Government-wide overhead is defined to include all costs of a public agency not associated with organizational units performing services, which support all end cost objectives of the government entity.

The unit and government-wide overhead rates must be developed on an annual basis. These rates should be developed prior to the fiscal year and applied to the productive hourly rate as discussed in Chapter 4.

APPENDIX B OVERHEAD DETERMINATION AND ALLOCATION PERCENTAGE OF DIRECT LABOR COSTS METHOD

B.02 Unit Overhead

Unit overhead is made up of personnel costs, materials, supplies and subcontracts, equipment usage and facilities costs that are not identified as direct costs. As was stated in Chapter 4, unit overhead rates shall be developed for public project units and any other organizational units whose employees may perform work on public projects.

Cost Components

Components which shall be included in the calculation of unit overhead include, but are not limited to, costs incurred within the organizational unit related to:

- Administration
- Accounting/finance
- Clerical assistance
- Facilities
 - Rental costs (Depreciation of facilities purchased or constructed by a public agency is not required by the Commission).
 - Utilities
 - Insurance
- Data processing
- Direct labor not charged to direct activities
- Materials and supplies not charged to direct activities
- Under-realization of labor and equipment rates

Unit overhead components shall not be included in the government-wide overhead.

Tracking of Unit Overhead

The tracking of overhead costs can be performed in two ways. Overhead can be determined through the utilization of a formal cost accounting system. This system allows for the identification of such costs as salaries and indirect materials and supplies as overhead costs, and records these costs to management overhead codes. Alternatively, cost-finding studies can be performed. A cost finding study, a less precise method of overhead determination, is usually performed on an annual basis and generally involves taking available financial accounting data and determining the value of overhead pools through various estimation techniques.

- a. **Public Project Unit**
As discussed in Chapter 4, a public project unit's personnel shall record and account for a full workday. This enables the public project unit to track and record time spent on overhead activities and unassigned time on an actual basis. As well, the public project shall record equipment usage costs, subcontractor costs, materials, supplies and subcontracts, and facilities costs to overhead codes when not identifiable to a specific project. Thus, the public project unit accounts for all of its costs, whether they are direct costs or overhead. The public project unit will use the resulting data to develop its unit overhead rate.
- b. **Organizational Unit Performing Public Project Work**

APPENDIX B OVERHEAD DETERMINATION AND ALLOCATION PERCENTAGE OF DIRECT LABOR COSTS METHOD

Personnel working for an organizational unit whose primary goals include the performance of routine maintenance work and/or other general government work are not required to account for a full workday. However, these employees must record all hours of work performed on public projects. This organizational unit shall develop a unit overhead rate through an annual cost finding study which distinguishes direct costs for end cost objectives from indirect (overhead) costs.

B.03 Government-Wide Overhead

Government-wide overhead represents costs incurred by the support functions of the governmental entity, which are not associated with an organizational unit performing end cost objectives. As was stated in Chapter 4, government-wide overhead rates shall be determined by each public agency.

Internally Developed Government-Wide Overhead Rate

Public agencies shall utilize an internally developed government-wide overhead rate. The rate methodology shall be documented and an adequate audit trail provided.

a. Cost Components

The government-wide overhead rate shall include but not be limited to costs associated with the functions shown below to the extent that they are not included in specific unit overhead rates:

- Payroll department
- Procurement/purchasing department
- Legal function
- Central administrative function
- Accounting/finance budget function
- Data processing
- Insurance (whether self-insured or premiums are paid to an agency)
- Public Relations
- Vehicle Pool

The government-wide overhead rate may exclude the costs associated with the legislative and judicial branches of the public agency.

b. Rate Development

The public agency shall develop the government-wide overhead rate of the public agency using direct labor dollars to allocate these government-wide overhead costs in a manner similar to the allocation of unit overhead.

Government-Wide Overhead

Where a government-wide cost allocation plan has been prepared under the auspices of 2 CFR Part 200 or other government-wide rate methodologies, the public agency may utilize the overhead costs or rates developed in lieu of an internally developed government-wide overhead rate, as described in this manual. The Commission recognizes that public agencies may consider these rates imprecise or inappropriate. It is acknowledged that, in developing these rates, some costs are not included because they are considered "not allowable." Thus, the rate may not recover all costs associated with the program. In contrast, an argument could be made that the rates

APPENDIX B OVERHEAD DETERMINATION AND ALLOCATION PERCENTAGE OF DIRECT LABOR COSTS METHOD

are calculated to recover the costs of government-wide overhead, which would occur whether or not the specially funded program was undertaken. In this instance, the rate would be considered too high. In acknowledging these arguments, the Commission wishes to identify the issues but still allow the use of these rates as a reasonable alternative for the calculation of government-wide overhead.

Overhead Allocation

The government-wide overhead rate shall be applied to the appropriate productive hourly rate after the unit overhead has been applied. See Chapter 4 for a more detailed discussion.

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State Controller's Office
Local Government Programs and Services Division
Local Government Policy Section
www.sco.ca.gov

If you have any questions contact:
LocalGovPolicy@sco.ca.gov

For additional copies:
http://www.sco.ca.gov/ard_cuccac.html

To: Library Board of Trustees
Thru: Jeanette Contreras, Library Director
From: Jeremy Yamaguchi, IT Consultant
Subject: **Discuss and Review Website and Mobile Application Quotes**
Date: April 24, 2023

BACKGROUND:

The District currently manages its own website using library staff along with support from an IT consultant. The site was designed using free open-source code and was not developed by a professional. It is staff's recommendation enter into an agreement with a professional website developer to design, develop, deploy, host, and manage a comprehensive website for the District.

Our current website does not meet the standards of ADA accessibility, hindering the experience of people with disabilities. The website also lacks inclusivity, multi-language translation, and general ease of use functions found on more modern websites. Maintaining the website has also proved to be tedious and time-consuming because of the constant bugs along with efforts to address security concerns.

DISCUSSION:

The current District website has been in production for over 5 years and has become antiquated and burdensome for staff to continue to maintain. The website was built in-house by previous staff members using free "open-source" technologies available. The District currently has only one staff member who can edit content on the current website and 1 website administrator who can add and change pages. Websites are the *24/7 front door* to the library and is one of the only resources available to patrons wishing to access library information from home or after hours. Advanced security threats, accessibility requirements, and constant changing of web services is not an expertise found within the library and would be very costly to hire on a staff inhouse. Most public agencies and special districts are now contracting with a third-party vendor to provide all of these services under a professional services agreement.

Staff discussions have produced an extensive list of requests for the new website, but they can be summarized into these four key points:

1. Modern Features: Mobile web traffic has surpassed 50% of all internet traffic and users visiting the library website are using mobile devices more frequently. While the current site is viewable from mobile devices, there are many important improvements that will make the visitors experience better. The current site has a score of 76% for desktop performance and 26% for mobile users. Online research and access to databases have become an important role of the library and ensuring an east way for patrons to access these. The board agendas are managed

manually every month by uploading documents and adding links. This can all be automated so that staff only uploads documents once, and all files stay organized and accessible to the public. We can even include video or audio recordings for past meetings.

2. Equal access (Americans with Disabilities Act- ADA): all entities with a website are required to provide adequate provisions for those with disabilities to access website content and features. Some of these features include larger fonts, text to speech, image descriptions in text tags, and other alternative ways for people to access the information. In order to come into compliance, the District would need to redesign the current website to provide these features.

3. Security Improvements: Open-source code is inherently vulnerable due to the nature of the source code available to everyone. Custom built sites by professionals provide an additional layer of protection from cyber security threats. Professional monitoring and a team dedicated to patching security vulnerabilities will ensure that security issues are addressed quickly and efficiently.

4. Staff Efficiency: District Staff currently spend significant time updating and maintaining the current website to keep it up and running. Only a few staff can edit the HTML code required to adjust main pages. Updating to a more user-friendly UI/UX will help facilitate more staff the ability to provide direct input to the website without having to funnel through the limited staff with HTML code experience. By integrating new embedded features, repetitive tasks like updating calendar events, and meeting space availability can be automated, and the public may even see live- computer availability. These features will empower staff to be more efficient with their time while being more effective at reaching the public with important information.

The district previously published a formal RFP for website design, development, and hosting and rejected those bids. Further research was done in hopes of finding a single vendor to provide both website and mobile app services. Two responses were received for combined website and mobile application: Revize and Bibliocommons. Bibliocommons was not feasible based on the costs due to database replication services required to standup website and mobile app services. Revize’s mobile product was found to be missing key functions that other vendors could provide at a lower cost. Because of these findings, staff is recommending to contract with separate vendors for the District’s website and mobile application. Solus Library App Company provided a response to the mobile app request but their website offering was very rudimentary and would not fulfill the needs of the district.

Quotes for Website and Mobile apps Package

| App & Website Product | One Time | Annual Price | 1st Year Cost | 5 Year Cost |
|----------------------------------|-----------------|---------------------|----------------------|--------------------|
| Bibliocommons | \$45,095.00 | \$64,300.00 | \$109,395.00 | \$366,595.00 |
| Revize | \$12,900.00 | \$4,900.00 | \$17,800.00 | \$37,400.00 |

Quotes for website development and hosting only

| Websites Only | One Time | Annual Price | 1st Year Cost | 5 Year Cost |
|----------------------|-----------------|---------------------|----------------------|--------------------|
| Revize | \$ 9,800.00 | \$ 3,900.00 | \$ 13,700.00 | \$ 29,300.00 |
| Civic Plus | \$ - | \$ 3,900.00 | \$ 3,900.00 | \$ 19,500.00 |
| Bibliocommons | \$ 41,595.00 | \$ 59,000.00 | \$ 100,595.00 | \$ 336,595.00 |
| Streamline | \$ 800.00 | \$ 2,988.00 | \$ 3,788.00 | \$ 14,300.00 |

Quotes for Mobile Apps only

| Mobile Apps | Product | One Time | Annual Price | 1st Year Cost | 5 Year Cost |
|--------------------|-------------------|-----------------|---------------------|----------------------|--------------------|
| Sirsidynix | Blue Cloud Mobile | \$- | \$8,110.00 | \$8,110.00 | \$40,550.00 |
| Bibliocommons | Biblioapps | \$18,782.00 | \$24,300.00 | \$43,082.00 | \$140,282.00 |
| Solus | Solus Library App | \$1,000.00 | \$4,110.00 | \$5,110.00 | \$21,550.00 |

District staff recommends to contact with Streamline for the development of our District’s website. After thorough research and analysis of various website developers, Streamline stands out as the ideal fit for our needs based on budgetary restraints. Streamline was the lowest bidder compared to others, but realized costs savings by utilizing a set up prebuilt templates to choose from instead of a custom built-to-order website as others proposed. Streamline has a proven track record of creating websites to meet and exceed ADA accessibility standards. Their website development solutions prioritize accessibility for people with disabilities, ensuring that our website will be in compliance with ADA accessibility guidelines. Streamline also specializes in inclusive design that improves user experience for all users, irrespective of their age, race, gender, ability status or any other characteristic.

Streamline offers a unique feature that are built specifically for special districts in mind. These include state and federal web reporting requirements portal, staff intranet/operations hub for internal communications and functions, and an active ADA conformity scanner for real-time compliance checks. We are confident that Streamline will provide templates for our website with inclusivity at the forefront, reflecting our District’s values of diversity and inclusion. Our patron base is diverse, and the ability for the website to be able to translate into multiple languages is essential. Streamline offers easy integration of comprehensive multi-language translation capabilities on a website, which will greatly improve our website user experience for non-English speakers.

One of the significant issues we face is the cost of maintaining our website. Streamline has a proven track record of creating websites with a user-friendly content management system. The CMS is easy to use and reduces the cost and time required for maintenance. Security has also been a significant concern in maintaining our website. Streamline's websites come with robust security features that protect against hacking attempts, malware, and all other security threats. They also provide regular data backups to ensure data is safe and easily recoverable when necessary.

Summary

In summary, after thorough research and analysis, staff is recommending Streamline for our new website. We believe their experience, expertise and unique approach make them the ideal fit for our website hosting needs. All source code maintenance, security patches and monitoring, and data storage hosting will be managed by Streamline.

FISCAL IMPACT:

The Streamline proposal includes a one-time setup fee of \$800 and an ongoing maintenance fee of \$2,988 annually. Cost for a three-year contract is \$8,100 upfront or \$14,300 for five years of service. This includes all web hosting, unlimited storage, server updates, security patches, and troubleshooting tickets.

BACKGROUND:

The Board of Trustees has requested proposals for a mobile app customized to meet patron needs to better deliver library services and content. Over 59% of PLD website users are using mobile devices. As delivery methods of library content change, it is important to adapt the mediums the library provides content and services. Developing a mobile application may better serve the patrons and public.

DISCUSSION:

A custom mobile app allows us to significantly improve our services for our patrons in several ways. It provides greater accessibility, allowing patrons to access library services anytime, anywhere on their mobile devices with just a few taps. The app also allows them to take advantage of the full range of features available, including browsing and searching the catalog, viewing real-time information about upcoming events and classes at the library, and accessing digital resources such as e-books and audiobooks.

Patrons will be able to benefit from the improved accessibility and convenience that comes with the mobile app. They will be able to easily search for titles in the library's collection or check out items with just a few clicks. In addition, they will have access to real-time information about upcoming events or classes that may be relevant to their interests. With the live chat support option within the app, they may also ask questions while they're online if they get stuck or need help finding something specific.

With this mobile app, we can also better communicate with our patrons by providing timely updates about new additions to our collections or upcoming events and classes at the library. In addition, we can use push notifications through the app to alert patrons when items become available for checkout or when deadlines are approaching. This will ensure that our patrons are always up-to-date on what is happening at their local library.

A brief survey of staff, volunteers, and patrons conducted returned the following priorities:

Priority 1 (Required Features)

- Searching our catalog
- Access to our online resources (including our eBooks and eAudiobooks).
- Access account to Place holds, Renew books, Pay fees, check status.
- Access the library calendar.
- Quick Links to digital resources: categories could be separated by streaming, ebooks, tutoring, kids e-books, research, etc. similar to the website just more condensed.
 - Example: Main categories could be Explore, Kid's & Teen, Research.
 - Explore--> Audiobooks/Ebooks-->Hoopla, Overdrive, etc
- Direct link to Wireless Printing.
- Link for tutors to sign up to become literacy volunteers.
- Link for learners to sign up to be a part of the program
- Virtual library card that can be scanned for checkout at the Information desk.
- Manage favorites to read later
- Mobile checkout

Priority 2 (Very Important)

- Track of reading history
- Link other accounts in your family to use their barcodes to check out.
- Direct link to Passport appointments
- Account information/ Manage accounts
- List of materials on order/hold
- Contact us (to call from the phone or email from the phone directly rather than having patrons type the number into their phone)

Priority 3 (Least Important)

- View library social media accounts
- Scan barcodes of books you see elsewhere to see if we have it at the library.
- Booklist- similar to a Wishlist format, patrons have the option to search and bookmark the books they would like to read next.
- Special Library Programs
- Get library card
- Staff lists featuring titles
- Automated rereading suggestions based on past history
- Choose avatar/color theme
- Match style and look of the website, or integrated with website

Quotes for mobile app and development

| Mobile Apps | Product | One Time | Annual Price | 1st Year Cost | 5 Year Cost |
|---------------|-------------------|-------------|--------------|---------------|--------------|
| | Blue Cloud | | | | |
| Sirsidynix | Mobile | \$- | \$8,110.00 | \$8,110.00 | \$40,550.00 |
| Bibliocommons | Biblioapps | \$18,782.00 | \$24,300.00 | \$43,082.00 | \$140,282.00 |
| Solus | Solus Library App | \$1,000.00 | \$4,110.00 | \$5,110.00 | \$21,550.00 |

The Solus Library App offers all the features which we believe our patrons need in order to properly engage with the library services. Their app provides a high degree of accessibility, with support for both Android and iOS operating systems. In addition, the app is designed for ease of use, making it easy for patrons to find what they need quickly and without hassle. It also offers a comprehensive full feature set that makes it possible for patrons to do more than just view library resources – they can check out books, search catalogs and much more from their mobile device.

The overall cost associated with this software is reasonable when weighed against the value it offers our patrons in terms of improved accessibility and ease of use. We believe that the added convenience it provides will ultimately help us retain more library users in the long run.

FISCAL IMPACT:

The Solus Mobile Library App proposal includes a one-time implementation and training fee of \$1,500 and an ongoing maintenance fee of \$4,495 annually. This includes all web hosting, server updates, security patches, and troubleshooting tickets. Price is set with a 2.9% CPI escalator for two years. The grand total cost for the first year is \$5,995- and second-year costs of \$4,610 with CPI.

Attachment A are proposals from Bibliocommons.

Attachment B is the proposal from Civic Plus.

Attachment C is the proposal from Revize.

Attachment D is the proposal from Sirsidynix.

Attachment E is the proposal from Solus.

Attachment F is the proposal from Streamline.

RECOMMENDATIONS:

1. Award Contract to Streamline to provide website development and hosting services for three years at the costs of \$8,900 which includes the \$800 one-time setup fee.
2. Roll call vote.
3. Award Contract to Solus to provide mobile application development for 1 year at the cost of \$5,110.
4. Roll call vote.

Quote #00003289

Page 1 of 2

Placentia Library District

411 E. Chapman Ave.
Placentia, California 92870
United States

Population Served: 51,824
Population Source: Census

Date: April 4, 2023
Valid Until: July 4, 2023
Subscription Term: –

Contact: Lauren Douglass
Email: lauren.douglass@bibliocommons.com

Subscription

| | Annual Subscription Fee (USD) | One-Time Implementation Fee (USD) |
|--|-------------------------------------|---|
| Biblio Apps | | |
| Mobile app for iPhone and Android that gives patrons quick and easy access to borrowing, content discovery, and personal record-keeping on the go. Includes iPhone app, and Android app. | \$5,300.00 | \$3,500.00 |

See Schedule "A-2."

[Click Here](#)

Rate: 25% of Core, \$5,300 minimum, one-time implementation fee of \$3,500

BiblioCore

An online catalog that is the foundation of patrons' experiences with the library. Includes e-content integration and pre-populated award winners and bestsellers listings. Cover art is recommended, but not included. BiblioCommons recommends that libraries

\$19,000.00 \$15,282.00

[Click Here](#)

Rate: \$0.1126439/pop. or \$19,000 minimum

BiblioWeb

A fully-hosted integrated content management system and webpage builder. Includes theming, training, support, and upgrades. Also includes a subscription to BiblioEvents.

\$40,000.00 \$26,313.00

See Schedules "A-4" and "A-6."

[Click Here](#)

Rate: \$0.15292832/pop. or \$40,000 minimum.

Quote for Placentia Library District – April 4, 2023
Contact: Lauren Douglass Email: lauren.douglass@bibliocommons.com

Schedule 'A' - Order Form #00003289

Page 2 of 2

| | | |
|-------------------|-------------|---------------------|
| Sub-Total | \$64,300.00 | \$45,095.00 |
| Total Fees | | \$109,395.00 |

Schedule 'A' - Order Form #00003330

Page 1 of 2

Placentia Library District

411 E. Chapman Ave.
Placentia, California 92870
United States

Population Served: 51,824
Population Source: Census

Date: April 6, 2023
Valid Until: July 6, 2023
Subscription Term: Dec 4, 2023 –

Contact: Lauren Douglass
Email: lauren.douglass@bibliocommons.com

Subscription

| | Annual Subscription Fee (USD) | One-Time Implementation Fee (USD) |
|--|-------------------------------------|---|
|--|-------------------------------------|---|

Biblio Apps

Mobile app for iPhone and Android that gives patrons quick and easy access to borrowing, content discovery, and personal record-keeping on the go. Includes iPhone app, and Android app.

\$5,300.00 \$3,500.00

See Schedule "A-2."

[Click Here](#)

Rate: 25% of Core, \$5,300 minimum, one-time implementation fee of \$3,500

BiblioCore

An online catalog that is the foundation of patrons' experiences with the library. Includes e-content integration and pre-populated award winners and bestsellers listings. Cover art is recommended, but not included.

\$19,000.00 \$15,282.00

See Schedule "A-1."

[Click Here](#)

Rate: \$0.1126439/pop. or \$19,000 minimum

Schedule 'A' - Order Form #00003330

Page 2 of 2

| Subscription | Annual Subscription Fee (USD) | One-Time Implementation Fee (USD) |
|-------------------|-------------------------------------|---|
| Sub-Total | \$24,300.00 | \$18,782.00 |
| Total Fees | | \$43,082.00 |

Terms

- This Order Form supplements the Library Subscription Master Agreement (“Agreement”) dated - and is incorporated therein by reference. Capitalized terms not defined herein will have the meanings set forth in the Agreement. In the event of a conflict between this Order Form and the Agreement, the Order Form will govern.
- The Parties acknowledge and confirm that the Services set out in this Order Form will be provided in addition to any services that Subscriber has also purchased with other Order Form(s). Attached or linked Service descriptions, if any, will be incorporated by reference herein.
- Annual Subscription Fees cover hosting, support, and upgrades. Subscription Fees are reviewed annually.
- Implementation fees are *one-time charges* for standard configuration of service and standard subscription agreement. Implementation of services is conducted remotely.
- If significant modifications to legal terms are required, including change of legal venue, additional fees may be required.
- All fees payable by Subscriber are exclusive of taxes.
- All fees are payable on the date of signing.

IN WITNESS WHEREOF the parties hereto have caused this Order Form to be duly executed by their proper authorized officers.

Placentia Library District

BiblioCommons Corp.

Signature

Signature

Name

Name

Title

Title

Date

Date

Schedule 'A' - Order Form #00003332

Page 1 of 2

Placentia Library District

411 E. Chapman Ave.
Placentia, California 92870
United States

Population Served: 51,824
Population Source: Census

Date: April 6, 2023

Valid Until: July 6, 2023

Subscription Term: Jul 3, 2023 –

Contact: Lauren Douglass
Email: lauren.douglass@bibliocommons.com

Subscription

| | Annual Subscription Fee (USD) | One-Time Implementation Fee (USD) |
|--|-------------------------------------|---|
|--|-------------------------------------|---|

BiblioCore

An online catalog that is the foundation of patrons' experiences with the library. Includes e-content integration and pre-populated award winners and bestsellers listings. Cover art is recommended, but not included.

| | | |
|--|-------------|-------------|
| | \$19,000.00 | \$15,282.00 |
|--|-------------|-------------|

See Schedule "A-1."

[Click Here](#)

Rate: \$0.1126439/pop. or \$19,000 minimum

BiblioWeb

A fully-hosted integrated content management system and webpage builder. Includes theming, training, support, and upgrades. Also includes a subscription to BiblioEvents.

| | | |
|--|-------------|-------------|
| | \$40,000.00 | \$26,313.00 |
|--|-------------|-------------|

See Schedules "A-4" and "A-6."

[Click Here](#)

Rate: \$0.15292832/pop. or \$40,000 minimum.

Schedule 'A' - Order Form #00003332

Page 2 of 2

| Subscription | Annual Subscription Fee (USD) | One-Time Implementation Fee (USD) |
|-------------------|-------------------------------------|---|
| Sub-Total | \$59,000.00 | \$41,595.00 |
| Total Fees | | \$100,595.00 |

Terms

- This Order Form supplements the Library Subscription Master Agreement (“Agreement”) dated - and is incorporated therein by reference. Capitalized terms not defined herein will have the meanings set forth in the Agreement. In the event of a conflict between this Order Form and the Agreement, the Order Form will govern.
- The Parties acknowledge and confirm that the Services set out in this Order Form will be provided in addition to any services that Subscriber has also purchased with other Order Form(s). Attached or linked Service descriptions, if any, will be incorporated by reference herein.
- Annual Subscription Fees cover hosting, support, and upgrades. Subscription Fees are reviewed annually.
- Implementation fees are *one-time charges* for standard configuration of service and standard subscription agreement. Implementation of services is conducted remotely.
- If significant modifications to legal terms are required, including change of legal venue, additional fees may be required.
- All fees payable by Subscriber are exclusive of taxes.
- All fees are payable on the date of signing.

IN WITNESS WHEREOF the parties hereto have caused this Order Form to be duly executed by their proper authorized officers.

Placentia Library District

BiblioCommons Corp.

Signature

Signature

Name

Name

Title

Title

Date

Date



municipal websites

OPEN

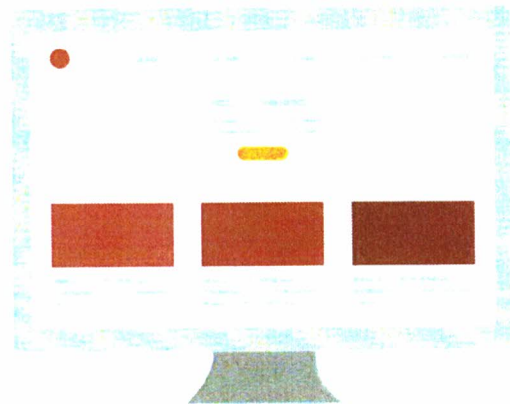
TECHNICAL PROPOSAL

Placentia Library District Web Site Design & Development

PRESENTED BY:

Jordan Cairns, Account Executive
cairns@civicplus.com | 785.370.7764

November 16, 2022



**Powering and Empowering
Local Government**

November 16, 2022

Placentia Library District
Library Director
411 E. Chapman Avenue
Placentia, CA 92870

RE: RFP for Website Design & Hosting

Dear Selection Committee:

Every interaction between a member of your community and your local government is an opportunity to create a positive civic experience. At CivicPlus®, LLC (CivicPlus), our mission is to help make local governments work better. To do that, we build technology solutions to empower you and your staff to create digital interactions that are personalized, frictionless, and singular.

With a CivicPlus website you'll receive:

- An intuitive and easy-to-use content management system (CMS) with a comprehensive suite of features and tools tailored to the functionality you need most
- A new design and layout, built in a responsive design to accommodate the various sizes of mobile and tablet devices currently in use
- Hands-on migration of existing content to your new website by our team of experts
- 24/7/365 emergency support with secure hosting and maintenance

In addition, we offer a wide variety of solutions that can integrate with your CivicPlus website, to adapt and grow with your municipality over time, such as meeting management, emergency notifications, and recreation management, to name just a few.

We have worked with cities, towns, villages, counties, and other local government agencies for decades. As a result of our continued collaboration with customers, we have designed an intuitive website solution that is tailored to satisfy the needs of your community and your residents.

Thank you for your review of this proposal and look forward to working together to create positive civic experiences in Placentia Library District. I look forward to having the opportunity to present our services and demo our application in the weeks ahead.

Sincerely,



JORDAN CAIRNS
Account Executive
cairns@civicplus.com
785.370.7764



Cole Cheever
Senior VP of Operations
(authorized to bind CivicPlus)

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Proposal

Proposed Solution

The following is a brief overview of our key differentiators and what has led to our national success and our 12,000 customers serving the municipal sector.

| | |
|--|--|
| <p>Stand-out Website Created to Meet Your Needs</p> | <p>Showcasing the best of your community is essential to drawing in citizens and gaining their trust. A professional art director will craft a site that fits your community's vision and needs, both short term and long term. CivicPlus makes such a website design easy with a dedicated project manager with you every step of the way, and with the ability to launch a new website in under just 12 weeks!</p> |
| <p>Our Drupal Platform and Expertise</p> | <p>CivicPlus will develop your site on one of the industry's most trusted open-source platforms, Drupal. It is the platform of choice by national, state, and local governments all over the world. As a strategic Drupal partner, we delve into a community of thousands of software developers and an extensive knowledge base, on top of our CivicPlus local government expertise.</p> |
| <p>We Build Long-Term Relationships</p> | <p>Our partnership with you is only beginning at go-live! We provide ongoing customer support and customer success management who will work with you to help you evolve your web environment throughout your relationship with CivicPlus.</p> |
| <p>Easiest System for Updating & Adding Content</p> | <p>Your new CivicPlus website will be specifically designed for ease-of-use and efficiency so your staff, regardless of their technical skill level, can maintain and update your new website or just their department.</p> |
| <p>Accessible Anywhere Anytime and from Any Device</p> | <p>Your new website will be mobile responsive to automatically adjust to properly fit devices of all sizes including cell phones, tablets, and widescreen monitors.</p> |
| <p>Full Feature Set</p> | <p>Everything you need all in one place! Your content management system will include full features and functionality for your vast departmental needs.</p> |
| <p>Affordable Cost, Flexible Payments</p> | <p>We understand the fiscal challenges municipalities face daily, so CivicPlus offers payment options to meet your budgeting needs.</p> |
| <p>Security & Protection—Priority One!</p> | <p>Our Tier IV secure hosting facilities are monitored 24/7 and your website is backed up daily off-site. We deploy state-of-the-art hardware and software to prevent DDoS and hacking attacks to protect your investment.</p> |

Qualifications



Company Profile & Experience

CivicPlus History

CivicPlus began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus has continued to implement new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.



Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and CRM, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

CivicPlus has experience producing sites for small and large local governments, non-profits, libraries, police departments, water districts, and other public agencies. Over the last 4 years civicplus has successfully implemented 1,865 website projects for our customers that included design and development.

EXPERIENCE

20+ Years
12,000+ Customers
900+ Employees

RECOGNITION

Inc. 5000 11-time Honoree
GovTech 2022 Top 100 Company
Stevie® Awards Recognized with multiple, global awards for sales and customer service excellence

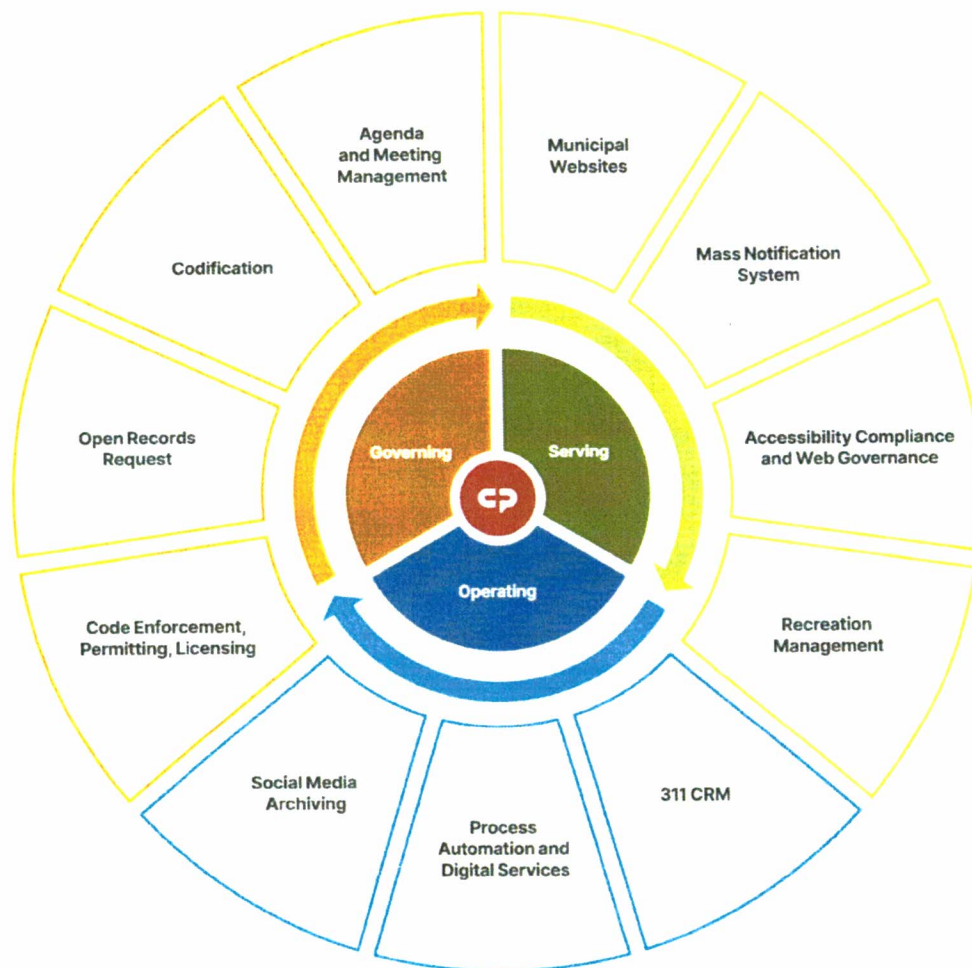
Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 12,000 customers and their 100,000+ administrative users. In addition, over 340 million residents engage with our solutions daily.

Powering & Empowering Local Governments

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Local government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

What sets us apart is our Civic Experience Platform. CivicPlus is the only government technology company exclusively committed to powering and empowering local governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among customers.



Core Competencies

Civic Experience

We have the first and only Civic Experience Platform. It enables local governments to drive more revenue, operate more efficiently, and generate positive recognition for many services.

Experience

We bring over 20 years of experience helping our customers work better and smarter through their web environment.

Design Process

Our process combines the creativity of our in-house designers with proven functionality to reach the perfect end result.

Navigation

We've helped hundreds of customers effectively organize their website taxonomy and content structure. Your redesigned site will provide your residents with an intuitive, user-friendly architecture.

Live Edit

CivicEngage's Live Edit feature allows you to view your webpages and see how the information looks before publishing to your public.

Community

CivicEngage users have their own network, ENGAGEXCHANGE, to connect with other government entities on the same platform to share ideas, ask questions, and much more.

Training

After your initial instruction in the system, we offer continued training and resources through the CivicPlus Help Center that helps you and your staff remain fresh and up-to-date with our system.

Future

Our development staff will stay by your side, rolling out new features, new applications, and new suggestions so you can better serve your community.

Firm's Organizational Capacity

CivicPlus has more than 900 staff members who continue to implement new technologies and services to maintain the highest standards of excellence and efficiency for our more than 12,000 customers with over 100,000 users and over 340 million visitors and counting! While we are based in Kansas, we have staff working remotely across the U.S. and have developed websites for local government customers in all 50 states and Canada.

A dedicated project team will assist you throughout the development process to ensure your project's success and your complete satisfaction. Your team will consist of project manager, art director, web content specialist, and trainer. The project manager coordinates the process from start to finish, and will be your primary connection. The art director is the creative voice, working with you to clarify your vision into a cohesive look and layout. A web content specialist will provide feedback and guidance on the layout of content on your new website. Your trainer will provide online training to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future.

After launch, CivicPlus has a team of dedicated customer success managers to help you implement the tools needed to successfully provide ongoing community engagement. Upon website launch, you will have a dedicated member of this team to keep you updated with new CivicPlus products and ways to optimize your website. This specialized team member can provide you with further information on how to engage your residents utilizing the tools available on your new website.

Our technical support engineers are ready to answer your staff members' questions and ensure their confidence in using our website. When you choose CivicPlus, our knowledgeable staff is available from 7 a.m. to 7 p.m. (CST) to field your calls and emails, with 24/7 emergency services available after regular hours through our on-call staff.

Hardware & Software Requirements

The CivicEngage CMS is a cloud-based solution. No installation of programs or software needed, meaning you and your staff can update the website from an Internet connection or platform (Mac or PC) at any time.

We currently partner with a number of organizations, including:

- AudioEye to provide a suite of accessibility tools to our current website and recreation management customers for a discounted rate.
- CivicPlus Pay ("Pay") to provide a secure, PCI-compliant, standalone payment application that is integrated within the CivicPlus Platform. Pay partners with Global Payments Integrated, Authorize.net via BankCard USA, Elavon Converge, and Forte while also offering other supported gateway options.

We would be more than happy to discuss any hardware/software partnerships to help meet the District's specific needs.



Reference Information

References

ELKO COUNTY LIBRARY, NEVADA

exploremybrary.org

Kassie Antonucci, Director
E: krkincai@elkocountynv.net
P: 775.738.3066



GRAND FORKS PUBLIC LIBRARY, NORTH DAKOTA

gflibrary.com

Angie Laxdal, Marketing Director
E: angie.laxdal@gflibrary.com
P: 701.772.8116



LONGVIEW PUBLIC LIBRARY, TEXAS

longviewtexas.gov/3888/Library

Terry Miller, Media Development
E: tmiller@longviewtexas.gov
P: 903.237.1097



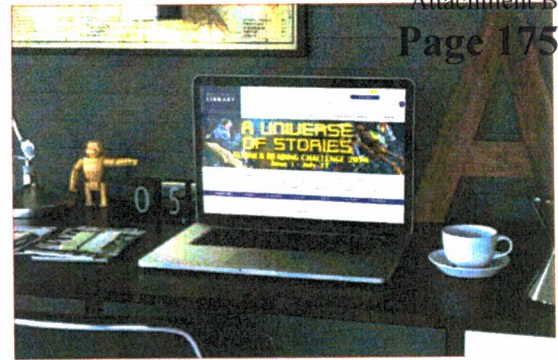
IRVING PUBLIC LIBRARY, TEXAS

cityofirving.org/1054/Library

Meribeth Sloan, Communications Manager

E: msloan@cityofirving.org

P: 972.721.2540



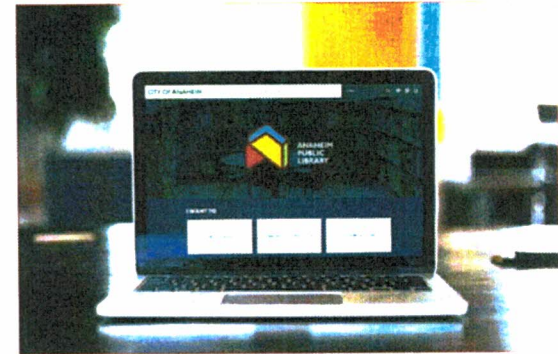
ANAHEIM PUBLIC LIBRARY, CALIFORNIA

anaheim.net/6100/Library

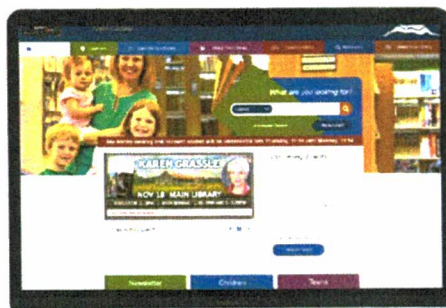
Jean Ibalio, Deputy Finance Director

E: jibalio@anaheim.net

P: 714.765.5222

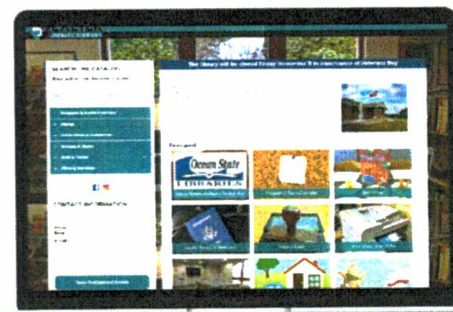


Library Designs



Henderson County, North Carolina Public Library

hendersoncountync.gov/library



Exeter, Rhode Island Public Library

exeterri.gov/library



Wilsonville, Oregon Public Library

wilsonvillelibrary.org/lib



Independence, Oregon Library

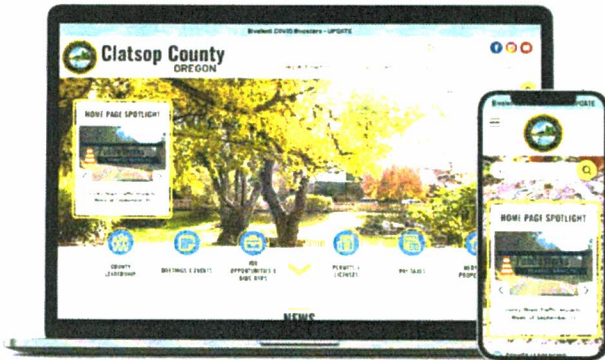
ci.independence.or.us/library



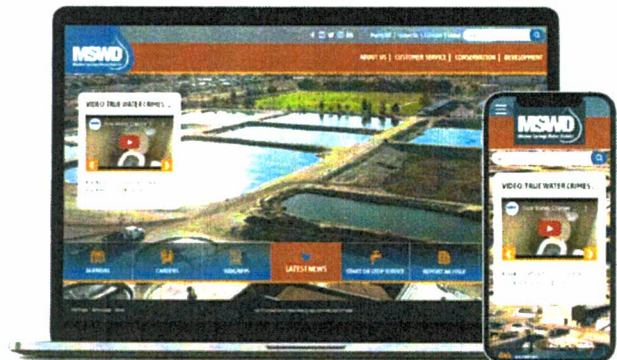
civicplus.com

Ultimate Designs

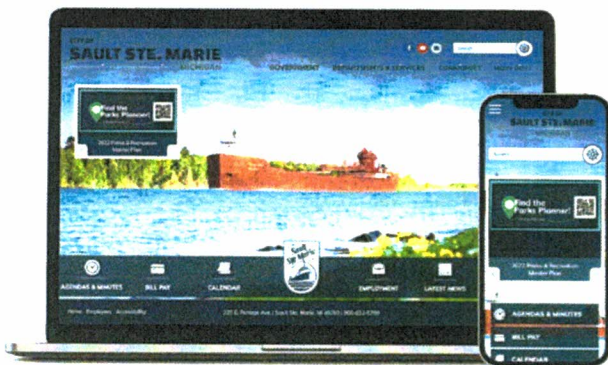
An Ultimate design allows you to start with a blank slate and provide optimal flexibility and design options for your new website. It is offered in both a scrolling and non-scrolling format. You will work with our designer to build a layout that uses our extensive widget library and add styling to give the site a unique look that fits your municipality.



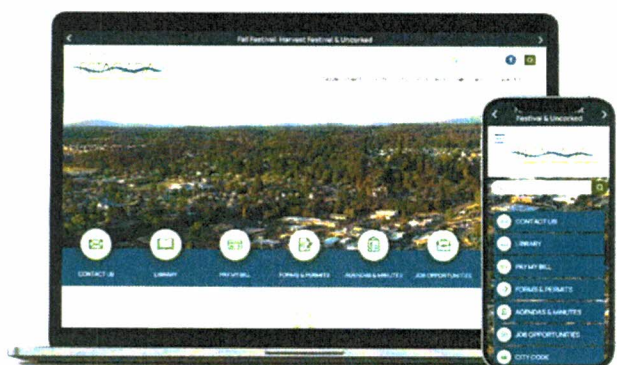
Clatsop County, Oregon
co.clatsop.or.us



Mission Springs Water District, California
mswd.org



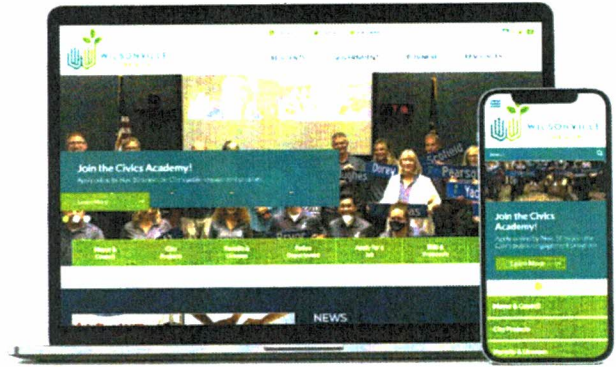
Sault Ste. Marie, Michigan
saultcity.com



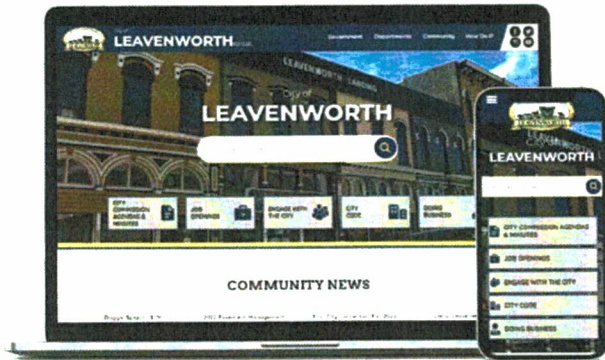
Estacada, Oregon
cityofestacada.org



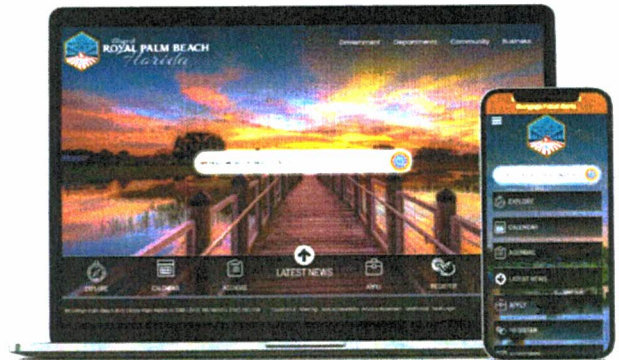
Kenai, Alaska
kenai.city



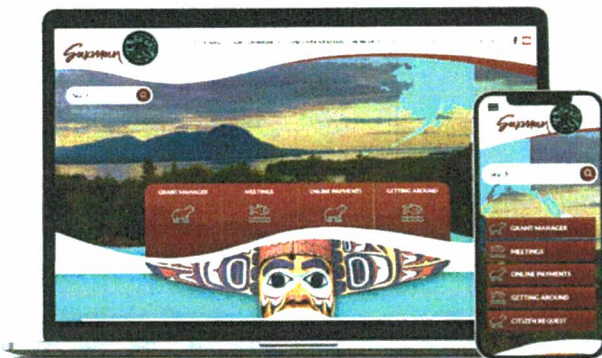
Wilsonville, Oregon
ci.wilsonville.or.us



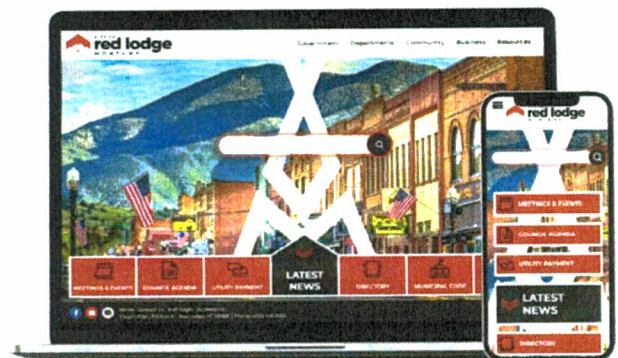
Leavenworth, Kansas
leavenworthks.org



Royal Palm Beach, Florida
royalpalmbeach.com



Saxman, Alaska
cityofsaxman.com



Red Lodge, Montana
cityofredlodge.net

Project Team

Experienced resources will transition you from design and development to training and implementation. In the end, you will be transitioned to our expert technical support resources who will assist you with any needs you may have in the future. Our team will assist you throughout the entire process to ensure your project's success and your complete satisfaction. Our designer will initiate the process and work closely with you to arrive at your new approved website design. At the same time, our project manager will take you through all the other related project activities.

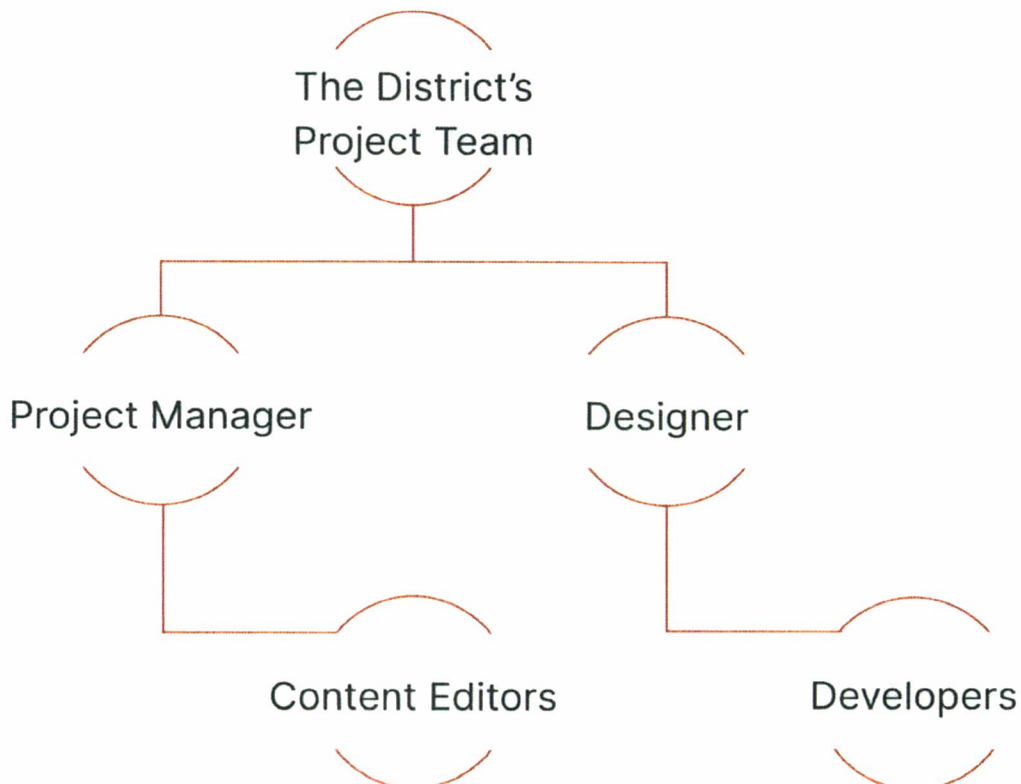
With more than 900 experienced employees handling our projects, CivicPlus has the depth of staff and commitment to complete the District's website within budget and on schedule. Approximately 6% of CivicPlus staff will be working on your project. The outline of the team is represented below.

Project Manager – Communicates project-related activities for implementation phase and establishes implementation schedule; oversees content development, performs training, and coordinates website go live; transitions customer to Technical Support.

Content Editor – Builds out content on new website adhering to established best practices.

Designer – Reviews and discusses a wide variety of design options, works to develop an optimal website layout, produces mockup images showing an exact version of the new website, ensures design meets customer expectation, and secures final customer approval.

Developer – Creates website based upon approved website design. Ensures designer performs Quality Assurance assessment prior to sending website to next phase.



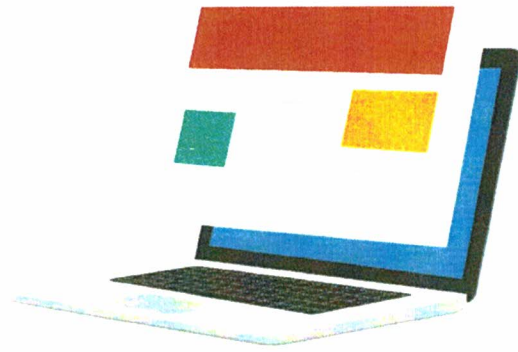
Team Leaders

The following personnel would comprise the project team for this project.

| | |
|---|---|
| <p>DAVE CASACELI Senior Director of Professional Services, Implementations</p> | <p>Dave leads all the implementation groups for our Municipal Websites and has been an employee since 2008. The CivicPlus team is responsible for well over a thousand deployments of service-oriented projects offered by CivicPlus for Municipal Government. These products facilitate and manage a wide variety of interactions between residents and municipalities. His prior work experience includes over 30 years of technical management positions with Lycos, Stratus, and Intrinsix.</p> |
| <p>JARED ROSE Content Developer & Team Leader</p> | <p>Jared has been with us since 2011 and would be the team lead content developer on this project. He is well versed in Drupal systems, best practices, as well as many of our other applications.</p> |
| <p>NATALIE PEACOCK Front End Developer</p> | <p>Natalie has been with us since 2013 and is a front-end developer for the Drupal CMS website setup. She knows the technical capabilities of the CivicPlus Drupal CMS and works directly with the Engineering staff on certain activities as the need arises.</p> |
| <p>DAVE FELS Project Manager & Manager of Implementations</p> | <p>Dave has been with us since 2016 and has assisted in the implementation of hundreds of municipal websites. Dave is especially adept at working with customers to maximize their website content and to make sure our customers follow through on each of our checkpoints before a new site launch.</p> |
| <p>TOM ROSE Designer & Lead, Creative Services</p> | <p>Tom is our lead designer and has been designing websites for cities, towns, public schools, libraries, and other municipal entities since 2001. Tom has a keen understanding of the user experience and keeps up to date with emerging trends and technologies such as Responsive Design, HTML5, and CSS3.</p> |



CMS Features & Functionality



CivicPlus' municipal websites are built using a CMS specifically for local governments and offers full feature sets for all your department's needs. Using CivicPlus for your website provides an excellent experience for both your staff and residents in the community. Granular permissions can allow each department to easily edit content and manage their residents' interactions.

We have the solution to the challenges you face with full feature sets for all your department needs!



Website Design Tailored to Your Needs



Hosting, Security, & Reporting



Modules That Provide Transparent Information



Resident Engagement Tools



Tools for Residents to Do Business Online



Convenient Access from Any Device



Intuitive & Easy to Use



Granular Permissions to Match Your Processes



ADA Compliance



Can Expand & Grow with Your Ever-Changing Needs

CivicPlus Website Features

WEBSITE DESIGN TAILORED TO YOUR NEEDS

Stunning Design – A professional art director will work closely with you to design a website that fits your municipality's style and needs.

Intuitive Site Navigation – Main navigation menu, via a mega menu or drop-down, keeps it simple to get to any page.



Image Displays – Interactive widgets that include photos and videos to showcase your community.

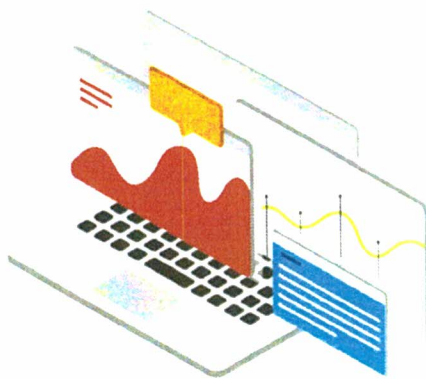
Unlimited Number of Department Specific Pages (microsite) – A page specifically for an individual department/board that can automatically display department-specific information in the sidebar of your pages. This allows categorization and filtering by department and allows permissions to be department based.

Site Within a Site (subsites) – Add-on that allows any department/board or page to have an entirely different look and feel to match your department's style, while still being part of the same website and using the same backend CMS.

HOSTING, SECURITY, & REPORTING

Domain Management – CivicPlus can provide full-service domain hosting.

Secure Site Gateway – Every website receives an SSL certificate for your peace of mind.



Secure Login – Optimal security is available through Microsoft's Identity Server.

Single Sign On (SSO) – Ability to log into multiple CivicPlus products with the same login credentials.

Custom Identity Provider (IdP) – A custom IdP is available as an add-on through Azure AD, Okta, and ADFS.

CAPTCHA Secure – The CMS uses CAPTCHA technology to restrict auto-generated submissions.

Data Ownership – Customers always own the rights to all their data.

Audit Trail/History Logs – The CMS captures and stores a complete history of content postings.

Archive Center – All non-published content can be stored in a cabinet location for reference and future use.

Analytics and Reporting – Google Analytics provide web analytics and other reporting is available such as a broken links report.

MODULES THAT PROVIDE TRANSPARENT INFORMATION ON YOUR SITE

Advanced Calendaring – Create meetings and events to be displayed in calendars throughout your website. Residents can easily use our calendars with custom filters, multiple event views, and export capabilities.

Meetings and Agendas – Manually post meetings and agendas on the website with a built-in module. For advanced functionality, including automated agenda and packet generation and live meeting management, our integrated Agenda and Meeting Management product is available as an add-on.

Advanced Search in Your Website – Quickly search all pages and uploaded files across the website. Department-specific search options are also available.



News & Announcements – Display the most recent news on your home page or department pages.

FAQs – Easily show your most frequently asked questions and their corresponding answers.

Important Alerts – Prominently display urgent messages on the home page and/or department home pages to notify residents of time-sensitive information, such as closings or inclement weather warnings.

Document Center – Staff can upload and manage documents in one central repository.

Image Library – Store all your photos and graphical images in one central location for access by all applicable staff.

Staff Directory – Manage staff names and contact information in one central repository, and easily display applicable staff members on various pages.

Business Directory – As an optional add-on, this feature lists information about businesses within your community by category; businesses can also submit their information on a form to be approved by your staff before publishing.

Embedded Videos & iFrames – Embed Vimeo or YouTube videos or iFrame in third-party partners on any page.

Dynamic Site Map – Sitemap configuration that search engines can easily consume.

RESIDENT ENGAGEMENT TOOLS

Unlimited Email Subscriptions/Notifications – Allow residents to subscribe and receive email alerts for new website posts that interest them.

SMS Subscriptions/Notifications – This add-on feature allows residents to subscribe and receive SMS text messages for new website posts they're interested in.

RSS Feeds – RSS feeds are available for department updates, news, and urgent alerts.

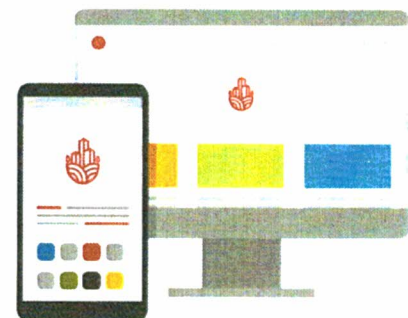
TOOLS FOR RESIDENTS TO DO BUSINESS ONLINE

Requests, Feedback, and Submissions from Residents via Web Forms – Our fully customizable web forms allow for a variety of resident interaction. Form submissions can be automatically routed to a specific person or department. Common uses cases of our custom web forms include:

- Service Requests
- Contact Us
- Surveys and Polling
- Applications
- Suggestions, Complaints, and Tips

Interactive Maps – Provide a graphical representation of location-specific information shown on a map.

Job Postings and Applicants – Staff can post job openings, allowing residents to browse available jobs online and apply through an online form submission.



Payments – Citizens can make payments online through CivicPlus Pay (add-on) or you can iFrame a link out to another third-party payment system.

CONVENIENT ACCESS FROM ANY DEVICE

Responsive Design / Mobile Support – Your website design will be built to automatically adjust and scale so that it works well on all devices regardless of screen size, including wide screen monitors, tablets, and mobile devices.

INTUITIVE & EASY TO USE

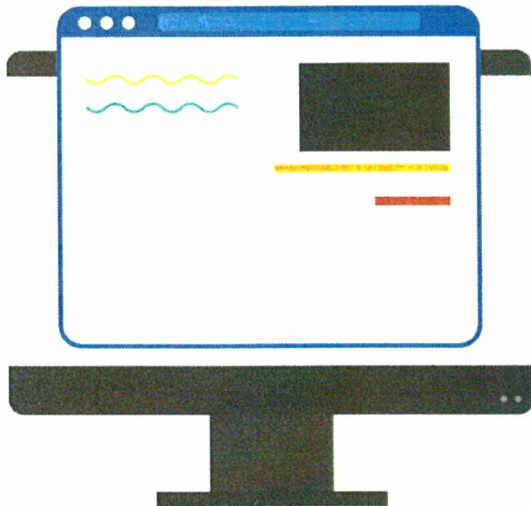
Intuitive CMS – Easiest website editing with only a few clicks that's intuitive for even non-technical users.

Text and Image Editors – One WYSIWYG editor interface, similar to Microsoft Word, for all types of content, as well as an image editor to adjust focal points on photos.

Previewing – Edit pages to your liking before publishing to the live website.

Scheduling Options – Schedule content to automatically publish and unpublish on your site at a specific date and time.

Social Media Integrations – Quickly auto-post to Twitter and Facebook while you're adding content, news, or alerts to your website. Conversely, we often use iFrames to display your Twitter and/or Facebook feeds right on your website page. Our web pages also come equipped with built-in YouTube video players.



Versioning – All previous versions of pages are saved online, allowing you to view or re-publish at any time.

Google Translate – Translate content on your site to multiple languages, utilizing Google Translate, for ease of use for all residents.

Easy to Use Forms Builder – Feature-rich webform builder available for simple and advanced tasks, that when submitted can be routed to the appropriate people.

Content Efficiencies – Create and manage content once and have it display multiple places.

Tags/Views – All files can be easily found through filters of tags on items such as documents and images.

GRANULAR PERMISSIONS TO MATCH YOUR PROCESSES

Roles & Permissions – User accounts are assigned a role, granting the users specific levels of permissions within the CMS.

Department Specific Permissions – Permissions can be set so individuals have access to edit their own department's content (or multiple departments) without having to rely on an IT director or Administrator to make website changes for them.



Menu Manager – Department users can manage their own sub-menus, and advanced users control primary navigation and homepage components.

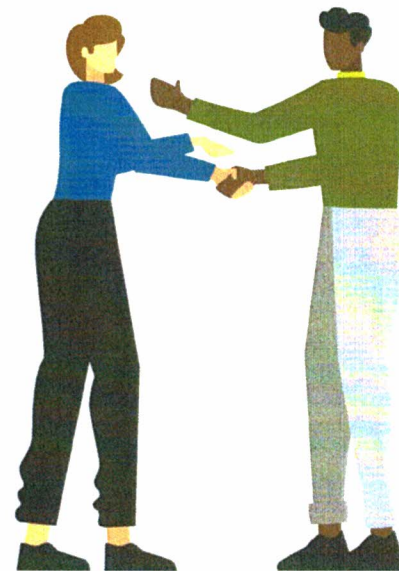
Staff Intranet – Easily create private pages or entire private department areas with user and password log-in protection.

Unlimited Users and Pages – Customers can add unlimited staff users and create unlimited pages to their website.

ADA COMPLIANCE

Start Compliant – The CivicPlus implementation team builds websites that are ADA WCAG 2.0 compliant.

Stay Compliant – Tools are built into the system to reduce the chances of violating ADA compliance guidelines, such as requiring an Alt Tag on photos that are uploaded. We offer our Monsido Web Governance program to provide a wide array of tools for maintaining the quality, ADA compliance, internal policy compliance, and optimal functionality of your site. And as a partner program, we can include AudioEye for automatic ADA remediation at a discounted rate.



Your CivicPlus Website Can Expand and Grow with Your Ever-Changing Needs

- Your new website will be built on the trusted Drupal platform.
- Full functionality is available with an unlimited number of uses to meet your needs now and in the future.
- Integration with CivicPlus product suites for many additional benefits. For example:
 - SSO, email notifications, text notifications (add-on), and a resident portal.
 - Access to add-on other integrated CivicPlus products such as service request, FOIA, social media archives, or mass emergency notification software.
- Free regular group trainings to continuously keep new staff trained.

Implementation

Project Timeline

Design creation, accessibility, usability guidance, content optimization, training - CivicPlus delivers all of this and more during the development of your new CivicPlus Municipal Website. Your exact project timeline can vary based on the determined project scope, project enhancements purchased, your availability for meeting coordination, action item return and completion, adherence to approval deadlines, and other factors. Some of the phases listed here can overlap and occur concurrently.

Based on our experience, the estimated timeline for the successful completion of your website project is approximately 10-12 weeks. A finalized schedule will be compiled after we meet with you.

PHASE 1: ANALYZE REQUIREMENTS & REVIEW PLAN

3-4 Weeks

- Website Assessment
- Website Design Meeting
- Project Manager Meeting

PHASE 2: DESIGN & BUILD

2 Weeks

- Design Concept Creation & Approval
- Website Setup, Configuration, and Customization

PHASE 3: MIGRATE CONTENT

1-2 Weeks

- Content Finalization & Departmental Review
- Directory Pages/Staff Directory, Ordinances/Resolutions

PHASE 4: STAFF TRAINING

2-3 Weeks

- Flexible staff training schedule allows attendance over an extended timeframe, even allows individuals to repeat a session at their direction

PHASE 5: TESTING

1 Week

- Functional Testing
- Acceptance Testing

PHASE 6: GO LIVE

1 Week

- Go Live



Approaching Your Project Implementation

Communication & Management

Communication between you and your CivicPlus team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software will keep all stakeholders involved and informed.



Cloud Coach offers task management transparency with a multi-level work breakdown structure and Gantt Chart-based project plan. Tasks, deliverables, and milestones are aligned to deliver your website in an optimal timeframe

Cloud Coach utilization, combined with regular check-ins with your project manager, provides ample opportunities to review project progress quickly and efficiently.

Phased Approach

PHASE 1: ANALYZE REQUIREMENTS & REVIEW PLAN

| | |
|-------------------------------|---|
| <p>Website Assessment</p> | <p>CivicPlus will analyze your current website(s) to assess the existing navigation, features/functions, and content quality.</p> |
| <p>Website Design Meeting</p> | <p>CivicPlus will conduct a design meeting with a customer- defined web advisory team. We recommend the advisory team be limited to a maximum of four members who will provide input regarding the overall design of the new website, including the site branding and high-level site navigation. The individual or team will review website version images provided by the designer.</p> <p>Deliverables: Website design specifications (graphic design, information)</p> |

Project Manager Meeting

CivicPlus assigns a qualified Project Manager to guide you through the Website Content build-out. They will assist you with determining the content to be migrated or developed. During your initial meeting they will discuss topics such as website menuing, domains & DNS, training approach, and a variety of other related website topics.

Deliverables: Customer will develop an overall understanding of how the process will flow right through to Implementation.

PHASE 2: DESIGN & BUILD

Design Concept Creation & Approval

CivicPlus will complete concepts for the homepage. These concepts will incorporate all the graphical elements and layouts. You will select a concept after a series of iterative design revisions—up to six mockup revisions. You will officially sign-off on the final website design selected once it meets your expectations.

Deliverables: Design concepts, Finalized design (Adobe XD)

Website Setup, Configuration, & Customization

CivicPlus will create a fully functional website that includes the elements described in this proposal.

CivicPlus will finalize the remaining components within the approved design and navigation as part of the website setup.

Deliverables: Functional website setup, Content migration initiated

PHASE 3: MIGRATE CONTENT

Content Finalization & Departmental Review

CivicPlus will migrate all content for your staff to review and finalize before go-live. See the pricing section for the specific number of included pages.

Deliverables: Content creation and migration, Homepage and Departmental content review

Directory Pages | Staff Directory, Ordinances/Resolutions

Depending upon website options selected and the volume of data CP may provide you with a custom Microsoft Excel template to complete to allow for auto-importing.

Deliverables: Content creation and migration, Departmental content signoff

Agenda & Minutes Migration

The Content Development Team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.



PHASE 4: STAFF TRAINING

Staff Training

Throughout the development and after launch, you and your team can access on-demand training, resources, and educational opportunities. Our initial training is offered online to administrators and content contributors. Individuals can attend training sessions over 3–4-week period prior to going live. During this time, you have the option of repeating any session as desired. Our flexible scheduling of sessions will make it easier to fit training into your weekly schedule.

Deliverables: Online Training with a Qualified Instructor, Video Conference, Videos and User guides

PHASE 5: TESTING

Functional Testing

CivicPlus will perform a series of tests across multiple browsers and operating system versions to confirm site functionality and all features documented in this proposal.

Deliverables: Complete and Comprehensive Testing

Acceptance Testing

A standard webpage is defined as one that contains a title, body text, and up to five links, file attachments, or images. We will provide a custom quote if you require migration of more complex pages.

Deliverables: Site acceptance by customer

PHASE 6: GO LIVE

V

Go Live

We will work with you to make the appropriate Domain and DNS entry changes to initiate the process of making the new site available on the internet. Once the website is Live we will transition you to our Technical Support organization for the best post-implementation experience.

Deliverables: Final Website – Live!

Your Role During Implementation

A smooth, on-time deployment is dependent on the customer's participation, providing timely information and approving proofs quickly.

- The customer will make available relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort and create new content copy as needed.
- The customer will assign a single point of contact that will be responsible for coordinating the schedules of other project stakeholders.
- The customer will review any deliverables requiring formal approval within five business days and return all comments and issues at or before those five days have elapsed.
- The customer will assign one person who will act as the ultimate decision-maker in the case where consensus among the team cannot be reached.
- The customer must agree to the applicable terms of services for Google-related services such as Google Analytics and Google Maps to access those features. CivicPlus is not responsible for Google's decisions related to discontinuing services or changing current APIs.



Continuing Services & Support

Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding the technical functionality and usage of your new website.

CivicPlus Technical Support will provide a toll-free number as well as an online email support system for users to submit technical issues or questions. Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

Support at a Glance

- Technical support engineers available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone and email
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)



AWARD-WINNING

CivicPlus has been honored with one Gold Stevie® Award, two Silver Stevie® Awards, and four Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 1000 Employees, and Most Valuable Response by a Customer Service Team (COVID-19). The Stevie

Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

2021 Support Metrics

- Total Tickets – 103,759
- Average Phone Response – 7:57 Minutes
- Customer Satisfaction Score – 95.7%
- Solved in One Touch – 71.2%



CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

MAINTENANCE

CivicPlus is responsible for all ongoing maintenance. This includes various security and other patches provided by the greater Drupal community, as well as any module updates provided by the module maintainers. We also provide ongoing development of our CMS with releases of new functionalities and features usually on a quarterly basis.

Hosting & Security

Your new website will be hosted by CivicPlus in conjunction with a third-party managed solution, Acquia, a software as a service provider specializing in the Drupal Platform (acquia.com). Acquia Cloud is built on AWS infrastructure using a High Availability architecture across AWS Availability Zones. The CivicPlus platform is multi-tiered with its load balancers, application, database, and a filesystem each on separate tiers. Multi-tier infrastructure has resiliency, performance, scalability, and security advantages over a single-tier system. This will allow CivicPlus to maintain greater control over hacking attempts and DDoS attacks and provide an easy pathway for us to implement feature upgrades and service patches.

Your website would be hosted at their Reston, VA data center. This is a state-of-the-art, Tier IV facility, with N+2 power, cooling, and generators which is manned 24/7/365 and monitored by armed guards. The systems have redundant power supplies and disk arrays with a hardware RAID card. For hosting, we utilize an OpenStack based cloud that is fully redundant. The server that would host your site is a dedicated CivicEngage server that utilizes 12 webheads and a load balancer to account for traffic surges as needed. It is a multi-tenant server, with all municipalities utilizing the same CMS. Your website is backed up daily to a Contegix data center in Las Vegas, Nevada.

We are committed to 99.9% uptime and rapid response to any technical issues that may arise. For any technical issues or needs, customers have 24/7 access to our support team.

Occasionally our customers encounter natural disasters such as tornadoes or tropical storms, and man-made crises (Newtown, CT, Parkland, FL). In all cases, our staff is committed to taking on an active webmaster role as needed at no cost to our customers.



Sample Agreement



Sample Agreement



CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:
Product: CivicEngage

Client:

Bill To:

| SALESPERSON | Phone | EMAIL | DELIVERY METHOD | PAYMENT METHOD |
|-------------|-------|-------|-----------------|----------------|
| | | | | |

CivicEngage - Statement of Work

| QTY | PRODUCT NAME | DESCRIPTION | PRODUCT TYPE |
|------------------------------------|--------------|-------------|--------------|
| | | | |
| Total Investment - Year 1 | | | |
| Annual Recurring Services - Year 2 | | | |

Total Days of Quote:364

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicEngage Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced upon signing of this SOW.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service. Client will pay all invoices within 30 days of the date of such invoice.
5. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed as time sensitive, such as calendar or blog content, during the Project Development.
6. **If** a Recurring Redesign line item is included with the Client's quote in this SOW, starting after 48 months of continuous service under this SOW, Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after 48 months of continuous service. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after another



civicplus.com

48 months of continuous service. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers included in this SOW only. Any subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.

7. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.

Signature Page to Follow.

Sample Only

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sample Only

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet

| | | | |
|---|--------------------|----------------------|--|
| Organization | | URL | |
| Street Address | | | |
| Address 2 | | | |
| City | State | Postal Code | |
| CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates | | | |
| Emergency Contact & Mobile Phone | | | |
| Emergency Contact & Mobile Phone | | | |
| Emergency Contact & Mobile Phone | | | |
| Billing Contact | | E-Mail | |
| Phone | Ext. | Fax | |
| Billing Address | | | |
| Address 2 | | | |
| City | State | Postal Code | |
| Tax ID # | Sales Tax Exempt # | | |
| Billing Terms | Account Rep | | |
| Info Required on Invoice (PO or Job #) | | | |
| Are you utilizing any external funding for your project (ex. FEMA, CARES): | | Y [] or N [] | |
| Please list all external sources: | | | |
| Contract Contact | | Email | |
| Phone | Ext. | Fax | |
| Project Contact | | Email | |
| Phone | Ext. | Fax | |



CivicPlus

Master Services Agreement

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the client entity identified on the SOW ("Client"). This Agreement governs the use and provision of any Services purchased by Client, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution or codification services by CivicPlus for Client. CivicPlus and Client referred to herein individually as "Party" and jointly as "Parties".

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content management software solutions, platforms and associated services (the "Services"); and

II. WHEREAS, Client wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Client, or Services are being provided by CivicPlus to Client, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Client account remaining past due for longer than 90 days is a material breach by Client and is grounds for CivicPlus termination.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Client shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed under outstanding invoices or future planned billing for the completed development and implementation of the Client's Services, as defined in the SOW ("Project Development"), shall immediately become due in full and payable. Sections 7, 8, 10, 14, 15, 18, 29 -31, 39, and 40 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Client, suspend access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Client will pay the amounts owed to CivicPlus for the Project Development, subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is

required to be filled out and submitted by Client (the "Contact Sheet"). Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Client will maintain and promptly update the Contact Sheet information if it should change. Upon Client's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a **finance** charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to **past** due accounts from due date until paid. Payments received will be applied first to finance charges, then to **the oldest outstanding** invoice(s). If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made **current**. If the Client's account exceeds 90 days past due, Annual Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to **discontinuation** of Services for non-payment.

6. During the performance of services during Project Development, if a change that requires **repeated** efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (**i.e. airline change** fees, resource hours, consultant fees, Client does not show up for scheduled meetings or trainings), Client agrees to **reimburse** CivicPlus for such fees, not to exceed \$1,000 per CivicPlus employee. CivicPlus shall notify Client prior to incurring such **expenses** and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under **the applicable** SOW, Client will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("Client Content") created by CivicPlus on behalf of Client **pursuant to this Agreement**. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which Client provides or inputs into any website, **software** or **module in connection** with any Services. Client Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, **Client** will **assume** full responsibility for Client Content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content. Client hereby grants CivicPlus a worldwide, non-exclusive right and license to **reproduce, distribute** and display the Client Content as necessary to provide the Services. Client represents and warrants that **Client owns all** Client Content or that Client has permission from the rightful owner to use each of the elements of Client Content; and that Client has all rights necessary for CivicPlus to use the Client Content in connection with providing the **Services**.

9. At any time during **the term** of the **applicable** SOW, Client will have the ability to download the Client Content and export the Client data through the **Services**. Client may request CivicPlus to perform the export of Client data and provide the Client data to Client in a **commonly used** format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of the **applicable** SOW for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to **permanently** and definitively delete the Client Content and Client data held in the Services thirty (30) days **following** termination of the **applicable** SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Client will not have access to the Services.

10. **Intellectual Property** in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Client Content. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, **distribute** or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus



Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Client, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Client and its Users are granted a limited license to access Documentation as needed. Client shall not copy, download, distribute, or make derivatives of the Documentation.

13. Client acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Client ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Client at no additional charge. In the event that CivicPlus creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. If Client disputes any change, then CivicPlus shall use its reasonable best efforts to resolve the dispute.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Client to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Client hereunder constitute, collectively, the "Feedback"). Client hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. Unless prohibited by the law of Client's state, the Parties shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all third party lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses, including attorney's fees, of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its affiliates, partners, employees, and agents, directly associated with this Agreement and the installation and ongoing operations of Services contemplated by the SOW. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the indemnified Party.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Client.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf. During Project Development, Client will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users'



personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

19. Client is responsible for all activity that occurs under Client's accounts by or on behalf of Client. Client agrees to (a) be solely responsible for all designated and authorized individuals chosen by Client ("User") activity, which must be in accordance with this Agreement and the CivicPlus [Terms of Use](#); (b) be solely responsible for Client data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Client will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Client has selected to integrate any of its Services with.

22. If implementation services, such as consulting or training, are purchased by Client and are not used solely due to the inaction or unresponsiveness of Client during the implementation period, then these services shall expire within 30 days after implementation closeout. The Client may choose to re-schedule any unused implementation services during this 30 day period as mutually agreed upon by the Parties. Any implementation services that have not been used or rescheduled shall be marked complete and closed upon the expiration of the 30 day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Client data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Client; or (d) in compliance with our [Privacy Policy](#), CivicPlus will not modify Client data or disclose Client data, unless specifically directed by Client or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Client authorization.

24. Client acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Client data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Client's data.

25. CivicPlus may offer Client the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Client. In connection with any such third-party application agreed to by Client, Client acknowledges and agrees that CivicPlus may allow the third-party providers access to Client data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Client to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Client's use of such third-party application.

26. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week. Client will have 24/7 access to the online



CivicPlus Help Center (civicplus.help) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Client **delegated Users** may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. **Client will have 24/7 access to the online CivicPlus Help Center (civicplus.help) to obtain each product's support hours, review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en-us/requests/new).** After-hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours **will be subject to additional fees**, such fees will be quoted to Client at the time of the request and will be subject to Client **acceptance and invoiced the next business day following the non-emergency support.** CivicPlus shall have the sole discretion to **determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.**

30. If a reported problem cannot be solved during the first support interaction, **Client will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided.** Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Client hereby authorizes CivicPlus to use **Client's name and logo on CivicPlus's website and in sales and marketing presentations.** Such authorization may be withdrawn by **Client at any time for any reason or no reason at all upon written notice to CivicPlus.** Client may publicly refer to itself as a customer of the **CivicPlus Services,** including on Client's website and in sales presentations. Notwithstanding the foregoing, Each Party **hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purpose set forth in this §28.** In no event will either party issue a press release publicly **announcing this relationship** without the approval of the other party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising **out of or related to this Agreement,** or any associated SOW, will not exceed the Annual Recurring Services amounts paid by **Client in the year prior to such claim of liability.**

33. In no event will CivicPlus be liable to **Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.**

34. The liabilities limited by Section 29 and 30 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, **strict product liability,** or otherwise; (c) even if Client is advised in advance of the possibility of the damages in **question and even if such damages were foreseeable;** and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum **extent permissible.**

Warranties and Disclaimer

35. **Each person signing the SOW, or otherwise agreeing to the terms of this Agreement,** represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance



of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Client that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third party service, web hosting service, or server not authorized by CivicPlus.

37. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CLIENT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Client will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Client agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.



43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

46. The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Client.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Client with written notice describing such change via email or through its website. Client's continued use of the Services following such updates constitutes Client's acceptance of the same. In the event Client rejects the update to the terms herein, Client must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.



Hosting Details

| | |
|---------------------------------|--|
| <p>Data Center</p> | <ul style="list-style-type: none"> • Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple telecom/network providers • Fully redundant Network • Highly Secure Facility • 24/7/365 System Monitoring |
| <p>Hosting</p> | <ul style="list-style-type: none"> • Automated Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability |
| <p>Bandwidth</p> | <ul style="list-style-type: none"> • Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • 22 Gb/s burst bandwidth |
| <p>Disaster Recovery</p> | <ul style="list-style-type: none"> • Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 8 hours • Guaranteed recovery POINT objective (RPO) of 24 hours • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers |
| <p>DDoS Mitigation</p> | <ul style="list-style-type: none"> • Defined DDoS Attack Process <ul style="list-style-type: none"> • Identify attack source • Identify type of attack • Monitor attack for threshold engagement |

Sample Only



Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' CivicEngage and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within four hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding CivicEngage or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

| Included Services: | |
|---|--------------------------------------|
| Support | Maintenance of CivicPlus CivicEngage |
| 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) | Install Service Patches for OS |
| 24/7 Emergency Support | System Enhancements |
| Dedicated Support Personnel | Fixes |
| Usability Improvements | Improvements |
| Integration of System Enhancements | Integration |
| Proactive Support for Updates & Fixes | Testing |
| Online Training Manuals | Development |
| Monthly Newsletters | Usage License |
| Routine Follow-up Check-ins | |
| CivicPlus Connection | |



CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make CivicEngage available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the CivicEngage, was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
 - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month, beginning with the first full month of service, in accordance with the schedule below.

| Monthly Uptime Percentage | Service Credit Percentage |
|---------------------------|---------------------------|
| Less than 99.9% | 1% of one month's fee |

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of CivicEngage, or any other CivicEngage performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the CivicPlus in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.



Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to insure that in the event of a disaster that makes the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective

8 Hours

Service Credit Percentage

10% of one month's fee

Recovery Point Objective

24 Hours

Service Credit Percentage

10% of one month's fee

Sample Only



Appendix



Appendix A

APPENDIX A

REQUEST FOR PROPOSALS WEBSITE DESIGN AND HOSTING Vendor Application Form

Type of Applicant:

- New
- Current Vendor

Legal Contractual Name of Corporation: CivicPlus, LLC

Contact Person for Agreement: Contracts Team

Corporate Mailing Address: 302 S. 4th Street, Suite 500

City: Manhattan State: KS Zip Code: 66502

E-Mail Address: contracts@civicplus.com

Phone: 888.228.2233 Fax: 785.587.8951

Contact Person for Proposals: Jordan Cairns

Title: Account Executive

E-Mail Address: cairns@civicplus.com

Business Telephone: 785.370.7764

Business Fax: 785.587.5951

Website: civicplus.com

Is your business: (check one)

- NON-PROFIT CORPORATION
- FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION
- LIMITED LIABILITY PARTNERSHIP
- INDIVIDUAL
- SOLE PROPRIETORSHIP
- PARTNERSHIP
- UNINCORPORATED ASSOCIATION
- Other - Limited Liability Company

Federal Tax Identification Number: 48-1202104

City of Placentia Business License Number: None - CivicPlus, LLC will obtain a Placentia

Expiration Date: Business License upon award of contract.

(If none, you must obtain a Placentia Business License upon award of contract.)



APPENDIX B
DISCLOSURE OF GOVERNMENT POSITIONS FORM
WEBSITE DESIGN AND HOSTING

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

| Name | Agency | Position | Date of Employment |
|------|--------|----------|--------------------|
| None | | | |
| | | | |
| | | | |
| | | | |
| | | | |

revize. The Government Website Experts

Library Website Design & Hosting Proposal For

Placentia Library District, California

Revize is a Minority Business Enterprise (MBE)

Joseph J. Nagrant

Joseph.Nagrant@revize.com

Ph: 248-766-9562 Fax: 866-346-8880

www.revize.com November 14, 2022

Pricing good for 90 days

150 Kirts Blvd. Suite B, Troy, MI 48034

Dear Jeanette Contreras, Yesenia Baltierra, Fernando Maldonado, Jeremy Yamaguchi,
and the Placentia Library Board of Trustees,

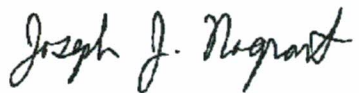
Thank you for considering Revize as your web development partner. For nearly two decades, Revize has been a leader in providing high quality, government-compliant web solutions. Located in Troy, Michigan we have launched hundreds of library, non-profit and government websites nationwide, including over 200 right here in Michigan, a myriad of industry awards and hundreds of satisfied clients stand as testament to the quality and value of our work. Every member of the Revize team understands that your website is more than a website. It's a valuable resource that can help you build a better community.

In regards to the actual design and build of your new website, and ongoing hosting and support, Revize has been doing this for over 20 years. **What you need to know is that over the last 6 months there's been an increase of hacking of library and government websites by 394%, especially if they're using what's called free software, open source software like Joomla, WordPress and Drupal. Revize does not use that technology.** We have a secure, refined content management system developed specifically for non-profit and government class organizations like yourself for use by non-technical individuals to edit the website easily. Revize has a full proof, secure hosting environment that so far has been bulletproof against hackers for over 8 years. We have 4 redundant Server Farms across the whole United States and multiple backups of all the information.

We have worked hard to establish a reputation for creating online community websites that engage, inform, and increase participation of your community. With our help, your community's website can serve your residents better, inspire them more, and get them actively involved in your Library.

Please contact me if you have any questions at all.

Sincerely,



Joseph J. Nagrant
Business Development Director
+1 248-766-9562 Joseph.Nagrant@revize.com

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Your Project Goals – Revize Answers

The following list details this project's goals:

1. Visually appealing

Revize: Clients have told us that Revize seems to have the best creative design team than most other website designers. We love creating a rebranding style, website design with a more eye catching, beautiful website appeal to help them increase communication with their constituents and create new interest with prospective constituents and their families. Because of that, Revize has been asked to build websites for the Tourism industry as well.

Easy to find content

Revize: Revize actually conducted Library Web Visitor Usability Studies with 13 public libraries. As a result, we already know how a library patron web visitor wants to navigate their favorite library website and get library information in their easy to reach manner. They told us that they want to get to any web page in One Click right from the Home Page, no matter how many levels the web page was buried. Revize created a navigation system that does just that and our clients love it. We will be happy to demonstrate it to you!

2. Increase partner engagement and follow-up

Revize: Please refer to our list of website features and you will see a plethora of features specifically to allow for interactivity with your partners and all constituents, including e-mail/text alerts, web forms for responses, feedbacks, online payments, home page alerts, etc. We also design the website with "Calls to Action" in mind to inspire web visitors to participate in your non-profit community.

3. Increase search engine visibility

Revize: Every Revize web page is programmed to allow 100% of every web page content to be indexed by all the popular Search Engines. We also allow non-technical Editors access the each web page's Meta Data so you can not only increase your web presence, but also contour the search so if someone types a question in the Bing or Google Search box, it will try to pull them to the web page on your new website with the ANSWER! Not your home page.

4. Seamless integration with social media

Revize: Revize will add Social media icons and Social Media integration to your website's News Center as well as create a Social Media Wall or a clean looking Social Media Center to show off your latest social media posts.

5. Mobile- and user-friendly

Revize: Your new website should be usable on any and all devices including phones, tablets and PCs. Revize has made Responsive Website Designs a website standard for over 7 years. Because of that, we add in additional Responsive Programming to take advantage of the new mobile phone technologies like the new High Definition Video Cards to make your web visitors' website experience more enjoyable and smoother.

Easy to update content

Revize: The Revize CMS non-technical website editing solution has a 20-year maturity and was written for non-technical editors to edit the website in an easy common-sense manner through a methodology called In-Page Editing or Live-Page Editing.

Clients have indicated that if you know how to read, and know about 5% of Microsoft Word, you should be able to edit a Revize Non-profit Website (without training). Allow us to give you a demonstration.

ADA Compliant Website

Revize has been building ADA compliant websites for the last two years. In Florida, every county and municipality is being sued and taken to court for not meeting ADA compliant. So far, no fines have been given on any Revize website - Revize has 83 clients in Florida. Your new website will adhere to the new WCAG 2.1 AA requirements and Section 508. We will also train your content editors how to keep it ADA compliant when writing content. With your approval, Revize will also install an ADA Accessibly Widget, free of charge. This widget brings the ADA software for reading and resizing text, change color contrasts, etc. on the fly for the vision impaired and disabled web visitor.

Example - Double Click on the Man Icon in the lower right corner to see it in action:

https://www.largo.com/facilities_directory/index.php

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Executive Summary

Thank you for considering Revize Software Systems for your new website project. We understand the importance of this undertaking and know how motivated your organization is to selecting the right vendor; one who will work with you through all the steps required to build the perfect website featuring a plethora of high quality online services that your constituents will want to use regularly.

In more than two decades of working with organizational leaders, as well as through nationwide surveys, we have learned that the key to choosing a website vendor is finding the right balance between the total cost of the solution and the quality of the design, online apps and user functionality. In simpler terms, you need a solution that works for you and serves your constituents.

About Us

Revize has 45 employees and has launched over 2,600 websites nationwide, Revize Software Systems is one of the industry's leading providers. We credit our rapid growth to our 20-year track record of building award-winning government websites and content management systems. When you work with Revize, you're not just a client, you become part of the Revize family and will receive the service and support you need and expect! We are among the most highly respected non-profit and government website experts in the United States and we proudly stand by our work.

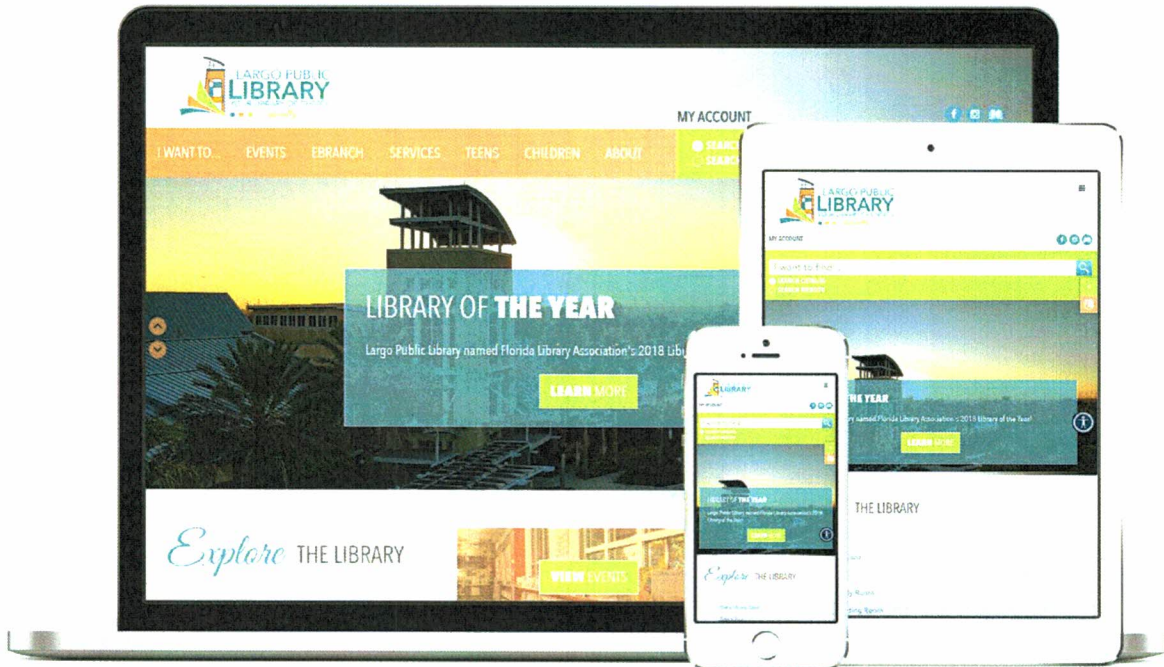
Our Innovative Responsive Web Design (RWD) and Web Apps

Revize has been a pioneer in implementing the latest trends in design by using Responsive Web Design (RWD). This technology ensures that site visitors have an optimal viewing experience — easy reading and navigation with a minimum of resizing, panning, and scrolling — across a wide range of devices, from desktop monitors to mobile phones. RWD provides flexible and fluid website layouts that adapt to almost any screen. When you implement a dynamic new website powered by Revize, you will not only get an outstanding look, layout and navigation, but you also receive 24/7 access to our Revize Communication Center for constituents, residents, business and visitors.

Website Project Experience

Largo Public Library, Florida

www.largopubliclibrary.org

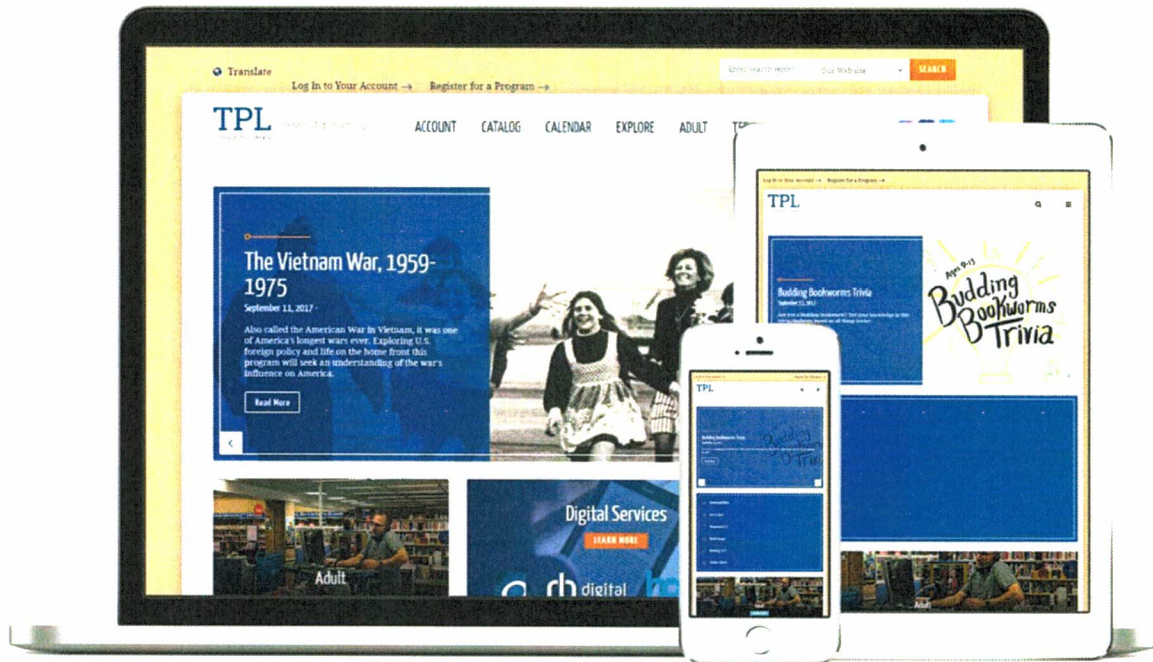


Details:

Largo Public Library is very special and won Library of the Year. 72 staff members and over 200 volunteers welcomed more than 558,000 visitors who borrowed 683,000 items on a yearly basis. Largo Public Library needed a library communication center that had a comfortable design for patrons to use on a daily basis. They also wanted to allow patrons to get to anywhere in the website in one click from the home page as much as possible. They wanted a straight forward non-cluttered home page. Many of the library patrons are older individuals, so the website design had to be simple and easy to use. They also have many 3rd party widgets like Book of the Day and a special Events calendar that needed to look like part of the website so as not to throw off web visitors. Revize delivered!

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City of Troy Public Library, Michigan www.troypl.org



Troy Public Library wanted an exciting website with a clean home page but with a great internet attraction pull for existing and prospective library patrons to get library program, and reference information within 2 clicks from the home page or by just typing into their favorite search engine. They also wanted a latest News and Events happening center for their patrons. The Revize Topic Slider easily help their web visitors get to several informational topics in a clean, non-cluttered manner. It also looks great on any Mobile Phone!

Ouachita Parish Public Library, Louisiana

www.oplib.org

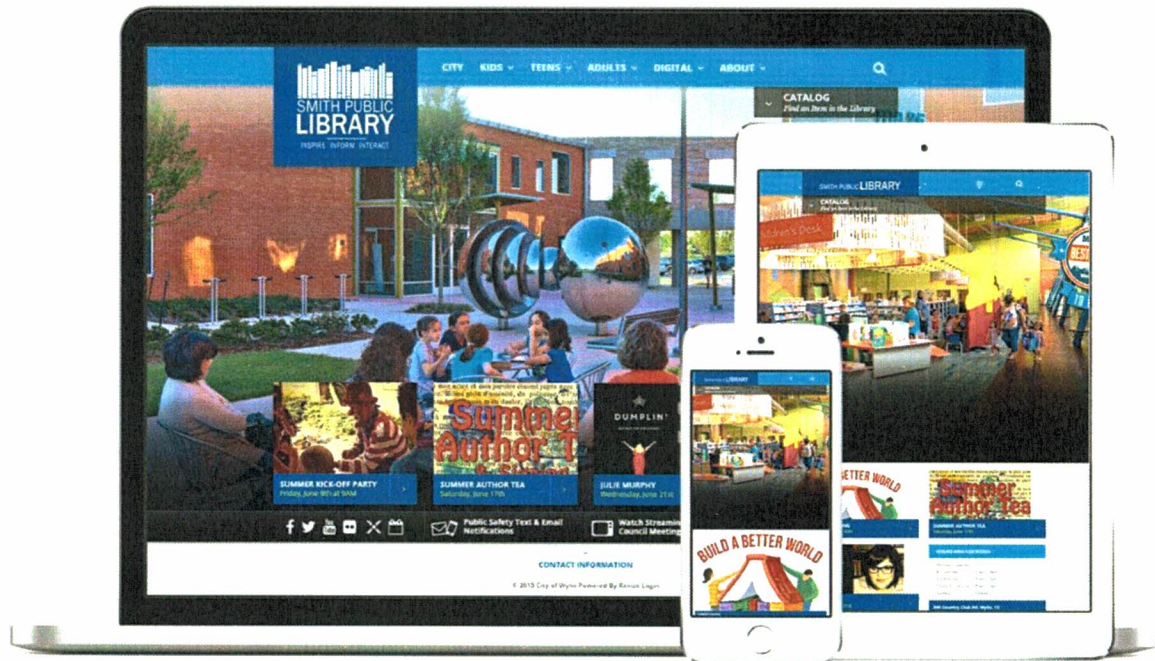


Details:

Ouachita Parish Public Library services over 155,000 residents and has many library departments with varying levels of needs on the website. The success of any library website relies on balancing these departmental needs, whilst showcasing a unified vision. In this website, we did just that. While respecting the library's history, we also designed the site towards innovation. Users will notice that they can easily find the most important online services without having to search through line after line of text. Also, many Revize web applications were added into this website for a seamless information search process. All 3rd party applications are integrated in a way that was right for each particular department. This website is the perfect mix of functionality and design!

Rita & Truett Smith Public Library, Texas

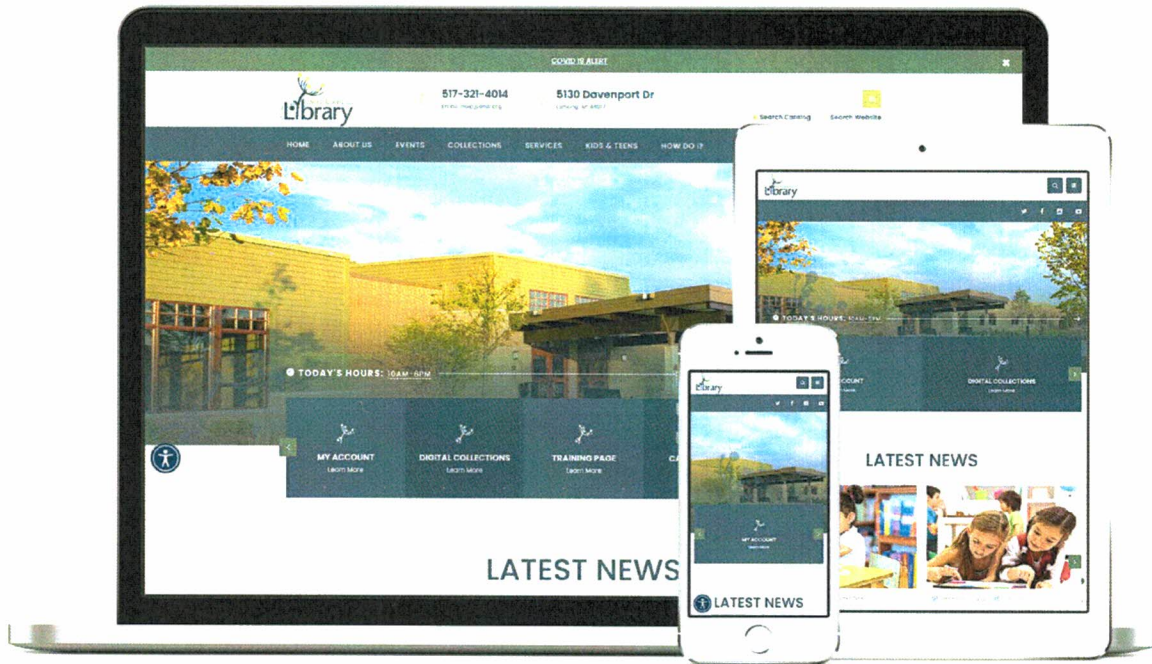
www.wylietexas.gov/library.php



The Smith Public Library is very compact and non-scrolling with a formal professional Library feel. This informational website brings together an amazing design with a full suite of web apps to engage the library constituents they serve. Smooth transitions from the home page to interior pages of this website allow users to find exactly what they are looking for easily. Not only does it serve as an informational programs website but as an inspirational website as well.

Delta Township Library, Michigan

www.dtdl.org



Details:

Delta Township Library is a family friendly library in Michigan with something to offer everyone. We wanted to make sure their new design was something special for their residents to use on a daily basis to look up programs and search for books. We had a design discovery meeting going over the designs they felt would show off their library. We used our Resident Usability study results to lay out the Home page where a library patron can get anywhere on the website in one click in a majority of all cases. Their staff was with us every step of the way. Inner pages are flexible to allow departments to have dedicated pages with a cohesive feel across all pages. This website is an elite representation of the power and beauty of the Revize process.

Account References

Client: Smith Public Library - Wylie, TX

Craig Kelly, Public Information Officer

Office: (972) 516-6016

Email: craig.kelly@wylietetexas.gov

Website: www.wylietetexas.gov/library.php

Client: City of Largo, FL - Public Library

Lauren Fatkin, Web & Marketing Specialist

Office: (727) 587-6740 x5015

Email: lfatkin@largo.com

Website: www.largo.com

Client: Temple Public Library, TX

Natalie McAdams, Library Director

Office: (254) 298-5559

Email: nmcadams@templetx.gov

Website: <https://www.templelibrary.us/>

Client: City of Burlingame, CA

Karen Hager, Management Analyst

Office: 650-558-7317

Email: khager@burlingame.org

Website: www.burlingame.org

Client: Tipton County, TN

Shawn Anderson, GISP Director

Phone: (901) 476-0234

Email: sanderson@tiptonco.com

Website: www.tiptonco.com

Client: Delta Township District Library, MI

Erica Gupton

Office: 517 816-8227

Email: egupton@deltami.gov

Website: www.dtdl.org

The Revize Solution

Project Planning and Setup

What makes Revize unique in its project approach and experience is our thorough preparation for each individual community combined with the range of website deployments and creative, customized fit we implement for each client. From small to large organizations, rural to urban, the Revize project management process guarantees a perfect fit between the concept of the deployment and the expectations of the client's level of engagement preferences.

We don't use a "one size fits all" approach because it doesn't make sense.

However we do use a standard, proven effective process methodology. Each client is unique and we tailor our process to fit their unique needs. For as long as you are our client you will have staff dedicated to your account and access to an on-line portal for communication, design process and on-going support.

Dedicated Accounts Manager: Your dedicated Account Manager will handle all issues related to your contract, pricing, future product add-ons, and general account satisfaction. During the initial kick-off meeting, your Account Manager will introduce you to the team, explain roles and responsibilities, and place you in the very capable hands of your Dedicated Project Manager and Designer.

Dedicated Project Manager: Your dedicated Project Manager will handle all issues related to the website design, development, navigation, content, training, timelines and deliverables, as well as ensuring that feedback and communication occurs promptly in order to keep the project on-track. Also, the dedicated project manager will be the point of contact for any future technical support or issues that need to be addressed during the deployment and post deployment of the site.

Timeline

Project Timeline

| Phase | When | Duration |
|---|---------------------|----------------|
| Phase 1: Initial Meeting, Communication Strategy, SOW | Week 1 | 1 Week |
| Phase 2: Discovery & Design | Weeks 2 thru 6 | 5 Weeks |
| Phase 3: Template Development, CMS Integration | Weeks 7 thru 9 | 3 Weeks |
| Phase 4: Module Setup | Weeks 10 thru 12 | 3 Weeks |
| Phase 5: Custom Development | Week 13 | 1 Week |
| Phase 6: Quality Assurance Testing | Week 14 | 1 Week |
| Phase 7: Sitemap Development / Content Migration | Weeks 15 thru 16 | 2 Weeks |
| Phase 8: Content Editor and Web Administrator Training on your new website, final content changes and Go Live preparation | Week 16 | 1 Week |
| Go-Live (Average) | | 16-21 Weeks |



Did you know?

The project planning process is designed to fit your needs. We will adapt our timeline to fit your schedule if required.

Revize Project Life Cycle

Phase 1: Initial Meeting, Communication Strategy, SOW

Your Revize Account Manager will set up the initial internal project planning meeting where we will talk about the overall management of your project, establish a timeline, and devise a Revize-Client Communication Strategy that will keep everyone engaged and up-to-date on the progress of the project. We will also discuss specific technical requirements of the project and determine the phases through which those requirements will be addressed. In addition, Revize will address the content strategy of the new site, any new content that needs to be written and how to fit the existing content into the new site. Additionally, as an optional item, Revize will discuss the process of conducting online surveys to gather feedback from your constituents for the new website layout and requirements. After this meeting, Revize will develop a Statement of Work and provide it to the client for review and approval.

Prior to the design kick-off meeting, you will receive our questionnaire to complete with various answers that will help our designers gather information regarding your needs and preferences. Our team will also brainstorm ideas and suggestions with you during the meeting.

The questionnaire addresses various issues such as:

- As a result of a new website design and navigation, what are the main improvements you hope to achieve?
- What are some key points and areas you may want featured on the Home Page?
- Do you need help with logo design? Image? Marketing & branding?
- What key modules do you want featured in your web site, like Document Center, Report a Request, News & Events, Events Calendar etc.
- Do you need social media features need to be highlighted in the new site? etc..

Phase 2: Discovery & Design

If there is client approval, we will collect feedback from your constituents on the new website by setting up an online survey with a set of standard questions. The survey questions need to be approved by the client prior to our adding a link from your current website. This link can also be distributed through other channels like email, newsletter or any other form of communications you might be using to stay in touch with your residents. Usually there is a 1- to 2-week survey period.

Once survey results have been tabulated and your needs have been determined, you and your Revize team will participate in a Design Kick-Off Meeting. A senior designer and team will conduct an in-depth interview, and brainstorm ideas with you about your vision for the look and feel of your custom website. Our efforts on this project will extend far beyond placement of provided information within a stunning design. It's about uncovering how your audience wants to be informed, and applying our 20+ years of web design and development expertise to create the most effective ways of displaying that information and getting users to access and use your website. We always strive for nothing less than an award winning website and design!

Revize Design Principles

Revize Design Trends

There are some exciting new design trends, and Revize is always on the cutting edge, implementing the best of these innovations in our websites. We are especially pleased at how effectively they are proving to be in increasing engagement in government websites.

#1 Responsive Web Design - The most important development in website design in years, Responsive Web Design (RWD) automatically conforms and optimizes websites for any screen size. With the substantial increase in smartphone and tablet users today, people are going online using a vast number of devices with wildly different screen sizes. Our websites offer this very important feature of easily and cleanly conforming to computer, tablet and mobile device screens.

#2 Liquified Content - This is another important trend that address the fact that information is no longer static or concrete. Instead, content is specifically customized for each unique user. Liquidity of content enhances the immediacy and flexibility of content. The more liquid your community's content, the easier it is for constituents and business partners to access this information in ways and via the channels of their choice: fixed or mobile, interactive and live. Revize is able to effectively make your content liquid. This will make it adaptable to various situations and, therefore, easy to reuse in different contexts distributed for a variety of display formats and communication channels.

#3 Image Tiles – This is a trend that enables developers to display content in a pin board style of display. Revize now offers this feature, which creates a very visually appealing display of content, such as pictures or social streams. Image tiles also help promote engagement by encouraging site visitors to comment or reply to items from directly within the image tile. This is an especially useful option for web pages promoting tourism and economic development.

#4 Parallax Scrolling – This is a highly advanced, innovative design technique for sophisticated websites. Parallax Scrolling allows Revize to build websites in multiple layers, with content that moves across the screen at different speeds as visitors scroll. This unique design technique is very visually engaging and can help improve time-on-site metrics.

#5 Innovative Typography – This plays a very important role in website design, image and branding, and is especially important for maximizing the look and feel of the website when accessing it from mobile devices. Our designers are experts in effective typography and take many factors into consideration when selecting the type of fonts, font sizes, and colors to be used for a website.

#6 Social Feeds – With the proven ability to strengthen and deepen interpersonal connections, social networks present a wonderful opportunity for government organizations to increase community engagement and make governments more accessible to the people they serve. One method already mentioned for improving social activity is using pin boards; another is creating a social area or social wall that combines activity from multiple social networks, like Facebook, LinkedIn, YouTube and Pinterest. Revize offers a comprehensive line of popular social media applications and networking.

“Over the past 23 years, Revize has mastered the art of designing websites.”

Phase 3: Template Development, CMS Integration

First, the Revize development team will transform the approved designs from mere pictures into fully-functioning HTML/CSS and Revize Smart Tag enabled web page templates using the Revize Dreamweaver Extension. The Revize Smart Tags are fully customizable and allow customers to expand functionality as needed. To maximize this extensibility, the full Revize Java API is provided to clients with our Advanced Training Program.

Phase 4: CMS Modules Setup

In this phase, all of the features and modules the client has requested will be set up, e.g. calendar, document center, picture galleries, alert center, e-Notify, etc. are all brought to life and made functional while also being tested in the Revize CMS. Revize enhances current modules and adds new modules continuously, and you will receive all future updates to modules at no additional cost.

Phase 5: Custom Functionality Development

In this phase and according to your specifications, custom functionality of existing CMS modules, database scripting and programming, as well as any custom application development will be executed. The Revize development team will be interfacing directly with your technical staff to obtain information and test information exchange and application functionality. This phase may overlap phases 2 - 4.

Phase 6: Quality Assurance Testing

In our testing phase, we ensure that your website meets functionality, performance and security standards. Our QA team uses mock data to test navigation and interfaces of the templates, along with any custom developed applications or modules. Additionally, through a series of tests, we perform input validation to ensure that security mechanisms cannot be bypassed if anybody tampers with data he or she sends to the application, including HTTP requests, headers, query strings, cookies, and form fields. We also ensure that when errors do occur, they are processed in a secure manner to reduce or eliminate exposure of sensitive implementation information.

Phase 7: Content Development / Content Migration

Revize will develop all of the pages for your site to make the initial content available upon site deployment. Our content development and migration experts use the latest standard formatting practices to develop the navigation and create the most effective content possible for your website. This includes spelling and style corrections into the new website.

There are no limits to the number of pages you can create after you have gone through training.

Revize will implement an effective website architecture with the latest technology and usability trends so your website visitors can find information in an instant. We will also assess your current website content and incorporate what you currently have with additional content to maximize interest and excitement for your readers. Our content experts are educated in proper writing and terminology, and will use correct grammar, spelling and punctuation.

Our web designers use creative typography which makes the website more visually appealing and also plays a role in defining the hierarchy of content to be placed on the web page. Variations in size and color are used, as well as strategic placement on the page to highlight certain site areas so the visitors can easily navigate the site. Effective typography also ensures that your website will look good on desktop, laptop, mobile and tablet devices.

Phase 8: Training Your Staff (in-person or web-based training)

Once your website is ready for you to begin editing, you will be able to easily revise your content as often as needed. Revize will train you on how to operate the Administrative and Content Editor functions so you can manage your website. We typically provide this training on-site; however, we can also provide on-line training for your staff if you prefer. For your convenience, training materials can be downloaded from the Revize website. After training, our friendly and responsive support staff is always here to answer questions and provide training refreshers as needed.

Hosting Service

Revize has partnered with Amazon Web Services (AWS) and Google Cloud Service Platform (GCP) for it's LIVE WEB server hosting infrastructure needs. Both AWS and GCP are industry leaders in high availability cloud server architecture, both server farm infrastructure is highly secured, scalable and redundant for 24/7/365 availability. Snapshot/Mirror Image backups of all of our cloud servers guarantees 100% data protection and recovery in case of any disaster. Also, Revize has dedicated CMS servers in two state-of-the-art physical data centers located in Chicago and Detroit. Onsite/Offsite data backups of all of our dedicated servers are scheduled nightly with R1Soft backup service. Additionally, Revize utilizes multiple Tier 1 bandwidth providers such as Level 3, Wiltel, and Cogent for redundancy and continuous connectivity. These procedures provide our clients with up to 500Mbps of fast fiber optic up-stream connectivity.

Revize hosts your web sites and web applications on redundant (3 TB Hard Drive, 3.2 GHz CPU and 32 GB RAM) servers in order to provide enhanced performance and reliability. The Revize technology architecture physically separates the CMS from the website in order to provide another layer of redundancy/security. With this model, we keep an up-to-the-minute exact duplicate of your website in the event your site must be restored. Revize support staff will simply republish your site within a guaranteed two hours (as opposed to several hours or days time frame our competitors offer).

“Revize can provide clients with unlimited data storage server space for each website.”

Revize will host both your Extranet and Intranet; your Intranet is secure and only accessible by authorized users through a login system.

There are no special software requirements to run a Revize hosted website and CMS solution. We make it all very simple. All you need is an internet connection and a browser. We also provide complete maintenance of your website, which includes but is not limited to: OS patches, intrusion prevention, antivirus, and software upgrades.

Final Phase: You Go Live!

At last, your website content is complete and your staff is sufficiently trained! The final phase in the process is to redirect your website domain name from your old site to your beautiful new one. Once this is completed, Revize will closely monitor the transfer for the first 24 hours to ensure that everything is working properly. Any issues that arise will be immediately resolved.

Security

Revize takes website security very seriously and we provide our clients with the very best website protection protocols. Our data centers are located on secure premises equipped with card-reader access, security cameras and guards on duty 24/7 to ensure the physical protection from unauthorized entry.

Our web and network administrators monitor network activity 24-hours-a-day to ensure system integrity and protection against threats such as Denial of Service (DoS) attacks that could corrupt your website or block user access. Maintaining the secure configuration of our web servers is managed through application of appropriate patches and upgrades, security testing, vulnerability scans, monitoring of logs, and backups of data and OS.

Security Controls, SSL, and Active Directory (LDAP)

- Anti-malware software such as antivirus software, anti-spyware software, and rootkit detectors
- Shield Plus Security Bundle to prevent DDoS attacks
- Intrusion detection and prevention software (such as file integrity checking software)
- Host-based firewalls to protect CMS servers from unauthorized access
- Patch management software
- Security and Authentication Gateways
- Content filters, which can monitor traffic to and from the web server for potentially sensitive or inappropriate data and take action as necessary
- HTTPS (Hypertext Transfer Protocol over SSL), which provides encryption and decryption for user page requests that require more secure online transactions
- SSL (Secure Socket Layer) provides an encrypted end-to-end data path between a client and a server regardless of platform or OS
- If you have an existing SSL Certificate we can transfer it to the new website. Otherwise, if included, we will install a new SSL Certificate upon go live.
- Active Directory (LDAP) is compatible with the Revize CMS. It can be set up in a variety of configurations. As part of the process we will work with you to determine which configuration will best meet your needs.

Maximum Response Times

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

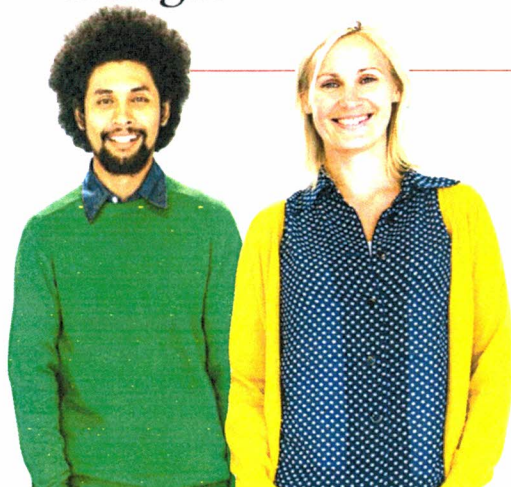
Revize Support

- 8 a.m. – 8 p.m. EST Phone Support (Monday thru Friday)
- 24X7X365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- New and existing user training
- Training refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter module support
- Automatic upgrades of CMS Modules such as Calendar, Document Center, etc...

Software Maintenance

Revize rolls out two new versions of the Revize CMS, and six to eight product updates every year. The Revize CMS is continuously enhanced to keep pace with cutting edge technologies and industry trends. When a software update or new version is rolled out, Revize will automatically update all servers used by our subscription service clients.

“As a Revize client, you will receive full access to all enhancements to the core components and modules in the Revize CMS at no additional charge.”



Did you know?

Revie will host your website and CMS at four completely separate geographic locations!

Revize Project Team

Revize understands the importance of having a talented and experienced staff. We are proud of our well-respected team of top notch experts in the field of government website design, development, analysis, content management, training and support. From the first creative concepts through to the design phases, and from site launch to training of personnel and continued support of your website project, we have the right group of seasoned professionals to work with you through the website process and beyond. We are pleased to introduce them:

Thomas Jean

Project Manager

As a project manager, Thomas has brought to Revize a very special skill set. Not only does he manage some of our highest priority projects, he is also a subject matter specialist when it comes to the inner workings of government. As an elected Township Trustee in a Michigan Township, he knows the advantages that come with modernizing the way government does business. Additionally, he serves as President of a registered 501c3 non-profit organization, Genesee Forward, that promotes community development. With his unique background and education from one of the nation's top universities, Thomas is uniquely experienced to give an honest and accurate assessment of your community's website needs.

- **Philosophy:** Learn as much as possible about our clients and use that knowledge to help build an amazing website.
- **Education:** BA degree in Political Science from University of Michigan;
- **Expertise:** Government procedure, special projects, public affairs, community development.
- **Role on your website project:** Project Manager

Joseph J Nagrant

Business Development Director

Joseph is an accomplished professional internet and website design consultant with more than 20 years of successful business development and account management leadership experience. He has worked with well over 500 townships, cities, counties, educational institutions, companies, and non-profit organizations. He's a foremost expert in translating technical solutions into compelling living websites and other online community building opportunities. Additionally, he is a board member for Mott Community College (Flint, MI) MTEC Center, IT Advisory Council, Education Advisory Group. He also participates in many government discussions regarding the Internet for government use, including being a frequent guest on WDET (NPR) public radio and in The Detroit News. He has an excellent reputation for building and sustaining effective, long lasting client relationships.

- **Philosophy:** "Put yourself in the client's shoes and do what is best for them."
- **Education:** BS in Electrical Engineering, Lawrence Tech University, MS in Business, Central Michigan University.
- **Expertise:** 29+ years of project, sales and marketing experience with government, education, corporate, and non-profit organizations.
- **Role on your website project:** Supervisor of account management between client and project team.

Ray Akshaya

Technical Director

Ray has 20+ years of extensive technical experience with internet and website solutions. He has worked on hundreds of government, non-profit and educational websites and has a keen eye for web visitor requirements, information architecture, and usability. He is also a long-time veteran of Revize Software Systems and our clients enjoy working with him. In his career, he has deployed and/or assisted with technical solutions for more than 500 websites. When working on a project, Ray always visualizes himself in the client's chair at the closing stages of the project and makes sure that all decisions made on a project are in alignment with the client's vision and best practices for developing the system.

- **Philosophy:** "Work Hard, Help People and Live Honest."
- **Education:** MS in Engineering Science, Louisiana State University, Baton Rouge

- **Expertise:** Client Management, Project Management, Technology Development for CMS & Web Apps
- **Role on your website project:** Technical Director

Samir Alley

Creative Director

Samir has more than a decade of experience in managing web site design projects. He has deployed 360+ municipal websites and has a solid background in web design and the latest web technologies. Formerly with Google, Samir is a leader equipped to handle any kind of sophisticated web project. He is an exceptional communicator with an innate listening skill that gives him the ability to understand and deploy a client's unspoken needs. Samir's blend of creativity, proficiency, and technical knowledge is unsurpassed in the industry.

- **Philosophy:** "Empathy, Focus, and... Impute"
- **Expertise:** Web Project Management - Adobe Design Premium CS5.5: Photoshop, Illustrator, InDesign, Flash, DreamWeaver, Fireworks, HTML, CSS, CSS3, SEO, PHP, JavaScript, MySQL, JQuery and HTML5.
- **Role on your website project:** Graphic design of website and backup support.

Alec Armstrong

Website Developer / Front End Application Designer, Illustrator

Alec is a senior front-end developer and designer with Revize with more than 10 years of experience in website development. He is highly skilled in his ability to leverage the latest technologies to create fast and innovative web solutions. He commands an intense, yet light-hearted creative presence at Revize, producing excellent website development work.

- **Philosophy:** Design and development are constantly evolving, and learning new methods and practices gives me a "geeky" excitement. What I truly enjoy most is that I can create what is considered to be art, but at the same time serves a very functional purpose through website programming.
Expertise: Skilled in Adobe Design Premium CS5.5: Photoshop, Illustrator, InDesign, Flash, DreamWeaver, Fireworks, HTML, CSS, CSS3, SEO, PHP, JavaScript, MySQL, JQuery and HTML5.
- **Role on your website project:** Web development of website templates and backup support.

Denise Brazier

Project Manager/Trainer

Denise is an educator by nature. Her 20 years of experience in the public school system has made her a master of engaging participants during training. She effortlessly builds effective relationships with all clients. Denise has served as Advisory Counselor, Coordinator, Publicity Director, and Project Manager for several organizations in the education, non-profit and public sectors. She has been appointed to the state's quality committee evaluating organizational policies and procedures for recognition.

- **Philosophy:** "Always explain things in the terms of your audience to ensure their understanding"
- **Education & Training:** MS in the Art of Education from Marygrove College. Certification in Secondary Education
- **Expertise:** Training, education, teaching, public affairs and project management.
- **Role on your website project:** Trainer for the Content Management toolset and project manager



Revize Quote

Phase 1: Project Planning and Analysis, SOW

Phase 2: Discovery Meeting & Design from scratch - One concept, three rounds of changes, home page design, inner page design and layout. Includes Responsive Web Design and reusable department home page template.

Phase 3 & 4: Revize Template Development - Set-up all CMS modules listed on the following page with linking or integration via I-frame to the library's many 3rd party web applications like SirsiDynix, Bibliotheca, etc. You also receive all updates to all CMS modules for the life of your Revize relationship. And you own the technology, design and content!

Phase 5: QA Testing

Phase 6: Site map development/content reorganization and content migration from old website into new website including spell checking and style corrections up to 598 webpages and 174 documents (approximate amount on your website today) To help remove stale content, Revize will not be moving over old news, events or calendar items.

Phase 7: Content editing and site administration training (one day session via web conference)

Phase 8: Go live!

Revize Annual Fee, pre-paid: Includes Unlimited Tech Support, CMS software updates (up to 5 users), security software updates, SSL security certificate, and website health checks. Website hosting Included free of charge (10GB web content storage space, 100GB month bandwidth limit) with pre-paid annual fee:

Grand Total (1st year)

Second year and onward investment

Content Copywriting: \$ per hour

Revize provides a free website design refresh after year four of service if client signs a 5-year locked-in rate agreement!

Additional Services (Optional – not required)

Online Library Card Application Web App.

These Website Features Come With your New Website:

The Following Applications & Features will be integrated into Your Website:
In addition to the Non-Profit/Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for libraries and government agencies. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

- Citizen’s Communication Center Apps
- Citizen’s Engagement Center Apps
- Staff Productivity Apps
- Site Administration and Security Features
- Mobile Device and Accessibility Features

Citizen’s Communication Center Apps

- Home Page Alert for Library’s Emergency News
- E-Notify Center with Email & Text Alerts
- Document Center with Keyword Search
- FAQs with Keyword Search
- Staff Directory with Keyword search
- News Center with Facebook/Twitter Integration
- “Share This” Social Media App
- Online Web Forms to be displayed on any web page on the website
- Photo Galleries
- Quick Link Buttons
- Sliding Feature Bar
- Language Translator – over 95 languages
- Extended Mega Menu Navigation System – allows web visitors to get to any web page within 1 click from the Home Page

Citizen’s Engagement Center Apps

- Patron Request Center with Captcha
- RSS Feeds
- Library Newsletter Sign up link

Staff Productivity Apps

- Agenda Posting Center
- RFP Posting Center
- Image Manager
- iCal Integration
- Drag and Drop Menu Management
- Drag and Drop Photo Management
- Drag and Drop Document Management
- Link Checker
- Menu Manager
- Online Web Form Builder
- Staff Directory with Keyword Search
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

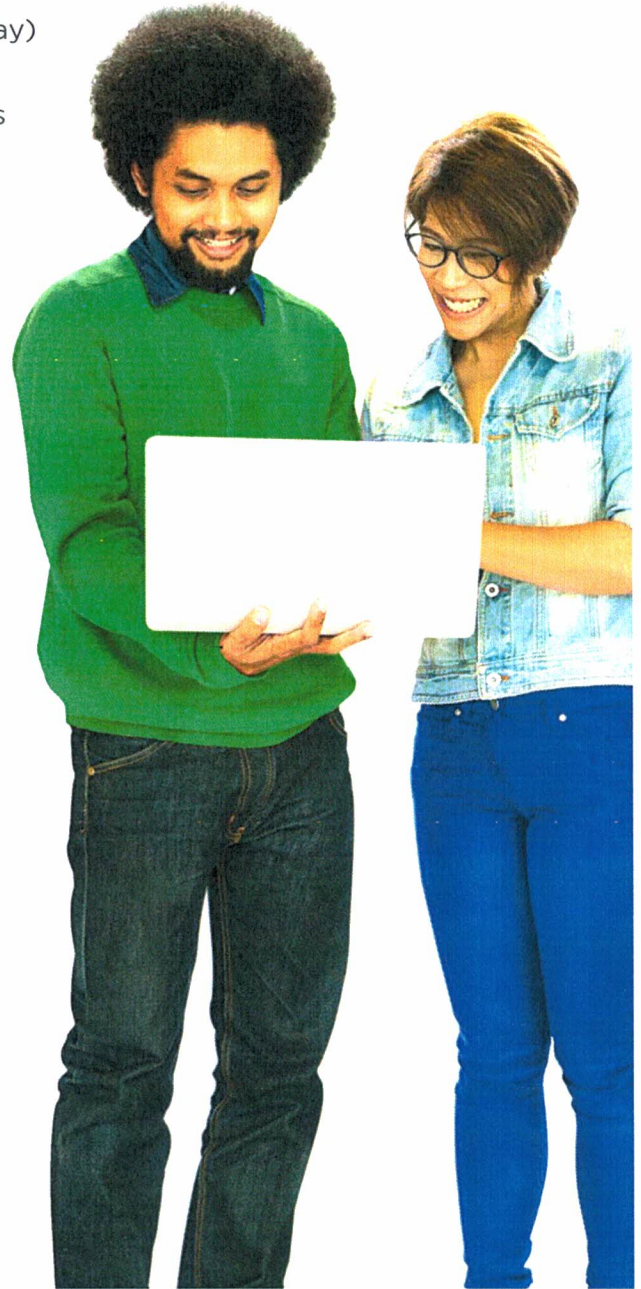
- Audit Trail
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics

Mobile Device and Accessibility Features

- [WCAG 2.1 AA ADA Compliant](#)
- [ADA Accessibility Widget](#)
- Responsive Website Design (RWD) for great mobile phone viewing

Revize Support Includes

- 5AM – 5PM PST Phone Support (Monday thru Friday)
- 24X7X365 Portal and Email Support
- Staff provides assistance and answers all questions
- Dedicated support staff
- New/existing user training
- Free Training Refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- Automatic upgrade of CMS modules, such as Calendar, Document Center, etc.
- Four major CMS upgrades per year
- Software and modules upgrades (automatic install)
- Server hardware and OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center Network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Tape backup of all website assets
- Quarterly Newsletters on major feature updates
- Regular webinars on CMS features and usage



Thank you

For Considering Revize

Prepared by Joseph J. Nagrant
150 Kirts Blvd., Suite B, Troy, MI 48084
Ph: 248-766-9562 Fax: 866-346-8880
joseph.nagrant@revize.com
www.revize.com

Quote for Placentia Library



SirsiDynix Technology Center
3300 N. Ashton Boulevard,
Suite 500
Lehi, UT 84043
Phone: 800-288-8020

QUOTE

Quote 115230 for:

Placentia Library

BLUEcloud Mobile

Quote valid until: July 11, 2023
Prepared by: Larry Menlove,
Executive Account Manager

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Purchase Details

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

| COMPONENT | Year 1 | Estimated Year 2 |
|----------------------|--------------|------------------|
| SirsiDynix Products | 5,660 | 5,660 |
| SirsiDynix Services | 2,200 | - |
| Third Party Products | 250 | 250 |
| Total | 8,110 | 5,910 |

Initial Term ends August 31, 2024

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 0.0% until Term renewal

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.

SirsiDynix reserves the right to adjust Initial Term pricing for Third Party/integrated products/services if a Third Party vendor increases pricing for Third Party/integrated products/services.

Any applicable discount shall be applied on final payment. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

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Detailed Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

| COMPONENT | Qty | Total Price Year 1 |
|---|-----|--------------------|
| SirsiDynix Products | | 5,660 |
| BLUEcloud Mobile, Annual Subscription | 1 | |
| SirsiDynix Services | | 2,200 |
| Consulting: | | |
| BLUEcloud Mobile App and Template Branding | 1 | |
| BLUEcloud Mobile SureStart-2, Distance, Two two hour phone call | 1 | |
| Product Delivery: | | |
| BLUEcloud Mobile Installation | 1 | |
| Project Management: | | |
| Project Management for all products in this Quote | 1 | |
| BcMobile-1101 BLUEcloud Mobile, SELF-PACED | 1 | |
| Third Party Products | | 250 |
| Solus Services for BLUEcloud Mobile App Delivery, Annual Subscription | 1 | |
| Quote Total | | 8,110 |

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Component Descriptions

Each description below relates to a quantity of one for the component. There may be more than one in this Quote.

SirsiDynix Products

BLUEcloud Mobile, Annual Subscription

BLUEcloud Mobile provides library patrons the ability to perform circulation functions, track events, and view library information. One subscription entitles the library to one app which will connect to one ILS database only.

Developer Accounts for Apple and Google

The ability to push the BLUEcloud Mobile app to your library will require that you setup a developer account with Apple and Google prior to the project completion. It is our recommendation that you begin at this time to setup your developer account with corresponding payment structure and acquire a DUNS identification number for your library. The project management team at SirsiDynix will reference these pre-requisites during the integration phase.

- DUNS (Data Universal Numbering System regulated by Dun and Bradstreet) setup "[\(https://developer.apple.com/support/D-U-N-S/\)](https://developer.apple.com/support/D-U-N-S/)"

- o This may take up to 30-days to complete.

- Apple Developer Program "[\(https://developer.apple.com/support/purchase-activation/\)](https://developer.apple.com/support/purchase-activation/)"

- o Fee waiver for eligible organizations "[\(https://developer.apple.com/support/membership-fee-waiver/\)](https://developer.apple.com/support/membership-fee-waiver/)"

- Sites outside Brazil, China, Japan, United Kingdom and the United States are not eligible for the fee waiver and will be required to pay a 99 USD annual fee for the Apple Developer Program

- Google Play Developer Program "[\(https://play.google.com/apps/publish/\)](https://play.google.com/apps/publish/)"

Sites will be required to pay a one-time 25 USD fee to register for a Google Play Developer Account

SirsiDynix Services

Consulting

BLUEcloud Mobile App and Template Branding

Includes the creation of logos, icons, and color schemes for app store listings and in app visual assets. This work is usually done using a high quality logo from the customer.

BLUEcloud Mobile SureStart-2, Distance, Two two hour phone call

SureStart is a layer of consulting support designed to smooth the transition to BLUEcloud Mobile by addressing configuration issues like search limits, profiles, etc

Product Delivery

BLUEcloud Mobile Installation

Includes enabling of the product and basic configurations in Web Services, BLUEcloud Central.

Project Management

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Project Management includes the services of a Project Manager. The Project Manager is your primary point of contact during the implementation. You will work with your project manager to plan timeframes, schedule resources from the professional services team, and coordinate with other departments at SirsiDynix to deliver products and services outlined in this quote.

Depending on the type of implementation, the Project Manager will do the following:

- Act as your primary SirsiDynix contact during your implementation
- Identify customer needs and key tasks to be accomplished by both the customer and SirsiDynix to ensure a successful implementation
- Organize meetings with you and appropriate SirsiDynix staff to kick off your implementation project
- Work with SirsiDynix global operations staff to develop, communicate, and manage the overall implementation schedule
- Bring key SirsiDynix staff onto the project to ensure proper resources are available to meet critical milestones of your schedule
- Report to you regularly via phone and email status reports to keep everyone apprised of project progress
- Monitor quality control checks at critical intervals in your project
- Assist with the transition from Implementation phase to Customer Support

BcMobile-1101 BLUEcloud Mobile, SELF-PACED

Third Party Products

Solus Services for BLUEcloud Mobile App Delivery, Annual Subscription

Includes creation of Apple App Store and Google Play listings and metadata and the deployment of the apps to each marketplace.

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Terms and Conditions

SirsiDynix may add and/or substitute equivalent products for any third party items in the event of product unavailability, Software requirements and/or model number changes.

SirsiDynix Professional Services performed by way of remote network access require ssh (Unix/Linux), Remote Desktop (Windows) or unattended Logmein Rescue (Windows) access for the duration of the project. The library may limit connectivity to the SirsiDynix Corporate IP address or implement a Cisco AnyConnect VPN tunnel. Other remote connectivity options may incur additional fees, onsite travel fees or void the ability of SirsiDynix to perform the project. A full description can be found in the Access Requirement for Support Guide on our customer support website.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

Customer shall not integrate products offered by third parties into Software, Subscriptions or Subscription Software without additional license from SirsiDynix.

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

Payment Terms

The term of any quoted products is for no less than the Initial Term and shall automatically renew for the length of the Initial Term. Subsequent years' Maintenance and Subscription fees are to be paid annually in advance. Following the first year of System operation, Maintenance and Subscription fees will be subject to annual increases. Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

SirsiDynix Products and Services

- 100% due upon delivery of the first of any quoted SirsiDynix Products and Services

Third Party Products

- 100% due upon installation of third party products

Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the Products and/or services mentioned in this quote. This document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

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Quote for Placentia Library

Signature(s)

**Customer Signature:
Placentia Library**

By: _____
(Authorized Signature)

Name: _____
(Printed)

Job Title: _____

Date: _____

Billing Address:

Placentia Library
411 E. Chapman Avenue
Placentia
California 92870
United States

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MASTER AGREEMENT BETWEEN THE CUSTOMER AND SOLUS UK LTD.

1. Definitions and Interpretation

“Agreement” means this Standard Form of Master Agreement comprising these terms and conditions.

“API license key” means the Application Programming Interface license key to the Customer’s Integrated Library System or Library Services Platform.

“Business Day” means from Monday to Friday excluding public holidays.

“Confidential Information” means information of Solus and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, product roadmap, data and other information of Solus and its licensors relating to or embodied in the Products or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Solus’ placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of Solus. Confidential Information does not include that the Customer uses Solus Products.

“Content Management System (CMS)” means the background IT platform software owned by Solus and licensed to the Customer.

“CMS Interface” means such element of the Library App which pulls content into the Library App, whether content currently hosted by Solus for Customer and stored with the

structure of the CMS or content hosted elsewhere by or on behalf of the Customer as part of the Library App.

“Core Application” means the library mobile device application software developed by Solus and specifically excludes the CMS interface.

“Customer Data” means any electronic data, information or material provided or submitted by the Customer (including the Customer’s patrons and users) to Solus through a Subscription or Services, or which the Customer (including the Customer’s patrons and users) enters into the Subscription or Services or has entered on its behalf, or which Solus is otherwise given access to under the Master Agreement. The Customer Data does not include non-personally identifiable information aggregated by Solus.

“Effective Date” means the commencement date of the License herein.

“Hosting Services” shall comprise hosting of the Library App and the CMS on the Microsoft Azure Cloud and reporting CSV statistics on or around the last day of each month.

“Intellectual Property” means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the

Customer initials: _____

generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Solus has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

“Protected Materials” means the Library App, CMS and CMS Interface and Solus’ or its licensors’ Intellectual Property and Confidential Information.

“Services” means those services provided or arranged by Solus including but not limited to specific Solus Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support.

2. PURPOSE AND SCOPE

2.1 Parties and Effective Date. This Master Agreement is entered into between Solus UK Ltd. (“**Solus**”) and the Customer identified in the signature block below (“**Customer**”), with effect on the date of the last signature below (“**Effective Date**”).

2.2 Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of the Core Application (CMS and Library App) and/or other products and services offered by Solus to the Customer. By signing below, the parties acknowledge receipt of and agrees to be bound by the terms and conditions of this Master Agreement and the Quote(s) or pricing in Exhibit A. All pre-printed or standard terms of any the Customer purchase order or other business processing document shall have no effect.

2.3 Incorporation of Quotes. “**Quote**” means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, fees, statements of work, exhibits and milestones.

3. PRODUCTS USE RIGHTS; TITLE

3.1 Subscriptions. For the Core Application (The Library App and CMS) Subscription purchased by the Customer, and subject to the terms and conditions of this Master Agreement, Solus grants to the Customer the right to access. Solus shall use commercially reasonable efforts to make the Subscription available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures. **3.2** The Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. The Customer is responsible for all activities that occur under the Customer's account. The Customer agrees to immediately notify Solus of any unauthorized use of the Customer's account or any other breach of security known to the Customer. Solus shall have no liability for any loss or damage arising from the Customer's failure to comply with these requirements. **3.3** The Customer shall be solely responsible for the accuracy, quality, integrity and legality of the Customer Data and of the means by which it acquired the Customer Data. The Customer acknowledges and agrees that Solus does not monitor or police the content of communications or data of the Customer or its users transmitted through the Subscriptions, and that Solus shall not be responsible for the content of any such communications or transmissions. The Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. The Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or driver’s license numbers; or (e) otherwise violates any applicable law. The Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another the Customer’s use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. Solus may remove any violating content posted or transmitted on or through the Subscriptions, without notice to the Customer. Solus may

Customer initials: _____

suspend or terminate any user's access to the Subscriptions upon notice in the event that Solus reasonably determines that such user has violated these terms and conditions.

3.4 Services. Services are described in Schedule I. Solus shall be responsible for securing, managing, scheduling, coordinating and supervising Solus personnel, including any subcontractors, in performing any Services. **3.4.1** The Customer acknowledges and agrees that Solus' performance is dependent upon the timely and effective satisfaction of the Customer's responsibilities hereunder and timely decisions and approvals of the Customer in connection with the Services. Solus shall be entitled to rely on all decisions and approvals of the Customer.

3.5 Reservation of Rights. All rights not expressly granted in the Master Agreement are reserved by Solus. The Customer acknowledges that: (i) all Subscriptions are subscribed to and not sold; (ii) the Customer acquires only the right to use the Core Application. Solus retains sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated and all copies and derivative works thereof (whether developed by Solus, the Customer or a third party); and Protected Materials including the source and object codes, logic and structure, constitute valuable trade secrets of Solus. The Customer agrees to secure and protect the Products consistent with the maintenance of Solus' rights in the Products, as set forth in this Master Agreement.

3.6 Restrictions. Unless specifically permitted or licensed by Solus, the Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than the Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master; (iv) write or develop any derivative works based

upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; or (vii) otherwise use or copy the Protected Materials except as expressly permitted herein.

3.7 Customer Data. Solus disclaims ownership of any and all the Customer Data, all bibliographic, authority, item, fine, patron, events, and other data loaded to, created and/or entered into the Customer's database or supplied to Solus by the Customer. Solus shall have the right to aggregate and retain non-personally identifiable data.

3.8 License Grant by Customer. The Customer grants to Solus a non-exclusive, royalty-free license, to use equipment, software, API license key(s), the Customer Data or other material of the Customer solely for the purpose of performing Solus' obligations under the Master Agreement.

3.9 Enforcement. The Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify Solus of any actual or suspected violation thereof and (iii) cooperate with Solus with respect to investigation and enforcement of the Master Agreement.

4. FINANCIAL TERMS

4.1 Fees and Payment Terms. The Customer shall pay the amounts set forth in the Quote listed in Exhibit A. Subject to the provisions of the Quote, Solus may annually increase the fees of Subscriptions upon 30 days written notice in advance. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the higher of 1½% per month or the highest rate allowed by law. If the Customer fails to make payments of any amount due under the Master Agreement, Solus will be entitled to suspend its performance upon ten (10) days written notice to the Customer.

4.2 Taxes. The Customer agrees to pay any sales tax arising out of the Master Agreement. If the Customer is tax exempt, Solus may request a copy of its tax-exempt certificate upon execution of the Master Agreement. The Customer agrees to indemnify Solus from any liability or expense incurred by Solus as a result of the Customer's failure or delay in paying such sales tax due.

Customer initials: _____

4.3 No Contingencies. The Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Solus regarding future functionality or features.

5. CONFIDENTIALITY

5.1 Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement.

6. PRIVACY

No personally identifiable information will be disseminated by Solus to any third parties, except as consented to by the Customer or required by law.

7. INDEMNIFICATION

7.1 By Solus. Solus will defend or settle, at its option and expense, any action, suit or proceeding brought against the Customer that The Library App infringes a third party's USA patent, registered copyright, or registered trademark ("Claim"). Solus will indemnify the Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that the Customer: (i) promptly gives written notice of the claim to Solus; (ii) gives Solus sole control of the defense and settlement of the Claim; (iii) provides Solus, at Solus' expense, with all available information and assistance relating to the Claim and cooperates with Solus and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with Solus. **7.2** Solus has no obligation to the extent any Claim results from: (i) The Customer having modified The Library App or used a release other than the most current unaltered release of the Library App, if such an infringement would have been avoided by the use of such current unaltered release, or (ii) the combination, operation or use of the Library App with software or data not provided by Solus. THIS SECTION STATES SOLUS'S ENTIRE OBLIGATION TO THE CUSTOMER AND THE CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

7.3 By the Customer. To the extent allowed by law, the Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against Solus by a third party arising out of or in connection with: (i) any claim that the Customer Data infringes on the intellectual property rights of a third party; (ii) any claim by a the Customer user or (iii) any claim that the Customer or a the Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. The Customer's obligations under this section are contingent upon: (a) Solus providing the Customer with prompt written notice of such claim; (b) Solus providing reasonable cooperation to the Customer, at the Customer's expense, in the defense and settlement of such claim; and (c) the Customer having sole authority to defend or settle such claim.

8. WARRANTIES; REMEDIES; DISCLAIMERS

8.1 Solus Subscriptions. Solus warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

8.2 Exclusions. Solus is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the Subscription by anyone other than Solus; (ii) the Customer's failure to use any new or corrected releases of the Subscription made available by Solus; (iii) Solus' adherence to the Customer's specifications or instructions; or (iv) the Customer deviating from the operating procedures described in the Documentation.

8.3 Disclaimers. THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE IN LIEU OF, AND SOLUS, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND (iii) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SOLUS, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED

Customer initials: _____

HEREIN. THE CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND THE CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, SOLUS CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

9. EXCLUSION AND LIMITATION OF LIABILITY

9.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SOLUS' TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE MASTER AGREEMENT) TO THE CUSTOMER FOR ANY CLAIM BY THE CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY THE CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

9.2 IN NO EVENT WILL SOLUS BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SOLUS HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY THE CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

10. TERM AND TERMINATION

10.1 Term of Master Agreement. Subject to Section 11.12 below, the term of this Master Agreement shall commence on the date of publication of the Worcester Public Library app in the Google Play and Apple stores. Effective Date and shall continue in full force and effect until the expiration or termination of all Quotes, unless otherwise terminated earlier as provided hereunder.

10.2 Product and Services Term. The length of term of the Subscriptions is specified in the Quote ("**Initial Term**"). The Initial Term shall renew for 12-month renewal terms with the Customer's consent. The Customer's payment of its annual Subscription invoice at the beginning of each renewal term shall be considered sufficient consent to renew. The Initial Term and renewal terms are referred to as the "**Term**".

10.3 Termination. Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the nonbreaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote as identified in Exhibit A. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement 10.4 Following termination of the Master Agreement, the Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished.

11. GENERAL PROVISIONS

11.1 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third-party service providers. This provision does not relieve the Customer of its obligation to make payments then owing.

11.2 Assignment. Solus may assign the Master Agreement and all of its rights and obligations herein without the Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above,

Customer initials: _____

Solus may fulfill its obligations hereunder through its affiliated companies.

11.3 Delegation. Solus may subcontract or delegate any work under any Quote to any third party without the Customer’s prior written consent, provided however that Solus shall remain responsible for the performance of any such subcontractors.

11.4 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Subscription is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Subscription is access to and use of commercial computer software and documentation developed exclusively at private expense and is furnished as follows: “U.S. GOVERNMENT RESTRICTED RIGHTS. Products are delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Products by or on behalf of the U.S. Government shall be subject to this Master Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)”.

11.5 Export. The Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Products are not exported, directly or indirectly, in violation of United States law.

11.6 Notices. Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email to Solus at legal@Solus.com, or by email to the Customer at any current Customer email address routinely used by Solus, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the

parties designated in writing in accordance with this subsection.

11.7 Relationship. The Master Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

11.8 Invalidity. If any provision of the Master Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

11.9 Survival. The following provisions will survive any termination or expiration of the Master Agreement: sections 2, 3.5, 3.7, 4, 5, 6, 7, 8, 9,10 and 11.

11.10 Entire Agreement. The Master Agreement and its subsequent Exhibit(s) is the complete statement of the terms and conditions that apply to the subject matter hereof and supersedes all prior or contemporaneous collateral, written and oral, discussions, writings and other communications with regard to its subject matter.

11.11 Governing Law and Venue. The Master Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its principles of conflict of laws.

11.12 Counterparts. The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

**END OF MASTER AGREEMENT
SIGNATURE PAGE and EXHIBIT A/QUOTE TO FOLLOW**

Customer initials: _____

MASTER AGREEMENT SIGNATURE PAGE

| | |
|---|---|
| Placentia Library District 411 East Chapman Ave. Placentia, CA 92870 | Solus UK Ltd. Nasmyth Building, SETP, East Kilbride Glasgow, G75 0QR |
| Sign: | Sign: |
| Print Name: | Print Name: John A Richardson |
| Title: | Title: Director – Solus North America |
| Date: | Date: |

Customer initials: _____

Exhibit A – Subscription Fees & Services for the Library App

Term: 3 Years from Effective Date. The Agreement will automatically renew each year with an annual increase of 2.99% or the CPI per year, whichever is lower, unless terminated in accordance with Section 10.3 of this Agreement.

Payment Terms: 30 days from invoice date unless previously arranged with Solus.

Effective Date: Upon Solus publishing the app in the Apple and Google Play stores

| Item | Quantity | Cost | Total Cost |
|---|----------|--------------------|----------------|
| Solus Mobile Library App, annual subscription rate for service population of ~50,000 <ul style="list-style-type: none"> Includes 30+ languages Includes Click & Collect (curbside pickup) Link to single calendar and all online databases Planet Library for children/youth depts Automated monthly reports Includes periodic software updates Annual subscription increase is 2.9% or CPI rate, whichever is lower | Year 1 | \$3,995/yr. | \$3,995/yr. |
| Solus Content Management System <ul style="list-style-type: none"> For making content changes w/out vendor assistance | | Incl. | Incl. |
| Planet Library Subscription <ul style="list-style-type: none"> Includes deployment and training | Incl. | Incl. | (\$0) |
| New Total | | | \$3,995.00 |
| Implementation & Training of Library App Assistance with onboarding process and base level training for CMS administration | 1 | \$1,000 | \$1,000 |
| Grand Total 1st Year | | | \$4,995 |
| Grand Total Yr. 2 w/2.9% CPI increase | | | \$4,110 |
| Options | | | |
| Barcode check-out/in Subscription | | \$250/location/yr. | |
| Barcode check-out/in Implementation | | | \$250 |
| RFID check-out/in Subscription | | \$500/location/yr. | |
| RFID check-out/check-in implementation | | | \$500 |

Customer initials: _____



STREAMLINE

The Special District Website Engine

Response to Proposed Website

Streamline introduction

Streamline is a website development system built specifically for special districts and local agencies. Our intention is to provide a product that lets district staff focus on what they do best: deliver services to their customers. We know many special districts don't have IT staff, and our vision is to empower them with web technology that makes their lives easier, not harder.

Platform overview: key features

- **Meeting dashboard.** The meeting dashboard is designed to help special districts keep up to date with posting requirements, including the recent requirement for virtual meeting access.
- **Agenda reminders.** Use the agenda reminder functionality to send an email to your Board Secretary before the 24 posting deadline, so you never forget to post your agenda online.
- **Transparency dashboard** helps track for transparency best practices, such as budgets, audits, and public records requests. See what content is suggested to be considered a transparent organization, or filter to see only your state requirements.
- **Clear indication of State compliance.** The transparency dashboard clearly indicates the website content required and allows you to create and publish this content with ease. **Compliance with all current and upcoming government requirements** (for example, the recently-passed law in CA requiring posting of most recent agenda to the home page).
- **Full ADA / Section 508 compliance** for visitors with disabilities, as required by the federal government.
- **Responsive and mobile friendly**
- **Easily embed anything:** MailChimp, Constant Contact, Survey Monkey, Google Maps, PayPal, social media feeds , and even calendars into any page in seconds.

The Process

1. **Site set-up:** Streamline builds your new website (*~15 minutes*)
2. **Content migration (if applicable):** District staff or Streamline transfers content from the old website to the new, Streamline website.
3. **Training:** District staff members complete an online training session with our Customer Success Manager (*1 hour*)
4. **Go-Live:** Take your new website live to the world using our free, or your custom, domain

What your Streamline subscription includes

| Technology | Setup and training | Ongoing support |
|---|--|---|
| Easy-to-use website tool allows you to control your content - no more waiting on a vendor or IT. | Initial website setup is free, and done before we meet - including information architecture (menu) best practices. | Unlimited support is included for anyone on your staff responsible for updating the website. |
| Built-in ADA compliance (the platform is fully accessible out of the "box"). | Introduction to your state requirements so you know what needs to be posted. | Support system is built into your website - get help with the click of a button. |
| State-specific transparency dashboard with checkpoints for all posting requirements. | Training for your anyone on your staff via remote meeting to help you learn the system. | Unlimited hosting of content and files so you never have to "upgrade" your account. |
| Meeting dashboard with agenda reminders, one-click agenda and minute upload that takes seconds. | Free domain included (acmemud.specialdistrict.org) or connect your own custom domain / web address. | Extensive knowledge base of how-to articles and getting started guides are available 24/7. |
| Ongoing improvements to existing features included at no cost - your software will never be out of date. | Free SSL security certificate so that your site is served over https and visitors are protected. | Can't figure out how to send your question? That's ok, you'll have our technical support number, too. |
| <p><i>And if (when) your state passes additional website mandates, Streamline Web will be updated to help you comply as effortlessly as possible.</i></p> | | |

California Website Compliance Checklist

Use this checklist to keep your district's website compliant with State and Federal requirements.

Public Records Act

SB 929

Our district has created and maintains a website

Passed in 2018, all independent special districts must have a website that includes contact information (and all other requirements) by Jan. 2020

SB 272

Our Enterprise System Catalog is posted on our website

All local agencies must publish a catalog listing all software that meets specific requirements—free tool at getstreamline.com/sb272

AB 2853 (optional):

We post public records to our website

This bill allows you to refer PRA requests to your site, if the content is displayed there, potentially saving time, money, and trees

The Brown Act

AB 392:

Agendas are posted to our website at least 72 hours in advance of regular meetings, 24 hours in advance of special meetings

This 2011 update to the Act, originally created in 1953, added the online posting requirement

AB 2257:

A link to the most recent agenda is on our home page, and agendas are searchable, machine-readable and platform independent

Required by Jan. 2019—text-based PDFs meet this requirement, Microsoft Word docs do not

State Controller Reports

Financial Transaction Report:

A link to the Controller's "By the Numbers" website is posted on our website

Report must be submitted within seven months after the close of the fiscal year—you can add the report to your site annually, but posting a link is easier

Compensation Report:

A link to the Controller's PublicPay website is posted in a conspicuous location on our website

Report must be submitted by April 30 of each year—you can also add the report to your site annually, but posting a link is easier

Healthcare District Websites

AB 3019:

If we're a healthcare district, we maintain a website that includes all items above, plus additional requirements

Including budget, board members, Municipal Service Review, grant policy and recipients, and audits

Open Data

AB 169:

Anything posted on our website that we call "open data" meets the requirements for open data

Defined as "retrievable, downloadable, indexable, and electronically searchable; platform independent and machine readable" among other things

Section 508 ADA Compliance

CA gov code 7405:

State governmental entities shall comply with the accessibility requirements of Section 508 of the federal Rehabilitation Act of 1973

Requirements were updated in 2018—if you aren't sure, you can test your site for accessibility at achecker.ca



California Special Districts Association
CSDA
Districts Stronger Together

csda.net



STREAMLINE
Website compliance made easy

getstreamline.com



STREAMLINE

Streamline Security & Business Continuity

Proactive support

- **Uptime monitoring:** We are notified within a minute of any issue with the platform due to ongoing automated checks.

Rapid response

- **US-based support:** our team will respond immediately to business-critical issues. All responses are tracked and routed using an online ticketing system.

Best practices

- **Code security:** our architecture features an immutable codebase, so platform code cannot be changed outside of our normal dev-test-release process.
- **Secure headers:** We enforce HSTS and Content Security Policy headers.
- **SSL certificates:** We work with the LetsEncrypt certificate service to automatically issue and renew your certificates.
- **Single sign-on (SSO) and multi-factor authentication:** We support SSO and 2FA/MFA to integrate Streamline with your existing login infrastructure or SAML-based authentication service, such as Microsoft ADFS or Google's GSuite.
- **Best Practices:** We monitor NIST, MS-ISAC, and use package managers to monitor the code status of all code. Any security patch is deployed within 24 hours of public disclosure. Follows the [Twelve-Factor Methodology](#) for application design.

Reliability and backups

- **Best-in-class cloud hosting:** US-based Infrastructure on Amazon Web Services
- **99.95% uptime:** even when accounting for scheduled maintenance, the reliability of the platform exceeds industry standards
- **Multi-region redundancy:** we use multiple Amazon availability zones for seamless failovers in the case of a broad outage
- **Hourly backups:** made possible with Amazon Aurora, a distributed, fault-tolerant, self-healing storage system that auto-scales up to 128TB per database instance. It delivers high performance and availability with up to 15 low-latency read replicas, point-in-time recovery, continuous backup to Amazon S3, and replication across three Availability Zones (AZs)

Independently-verified security

- **Security audits:** we conduct two types of audits: Automated security scans through industry-standard tools and manual penetration testing via 3rd party security firms
- **Security awareness training:** ensuring that your staff are aware of phishing attacks and other schemes is essential

- **Independent site scans:** we have partnered with numerous industry leaders including Secureworks to independently scan and certify the security of the platform on behalf of the systems we serve
- **Secure by design:** we have designed our platform to reduce the attack surface as much as possible at the platform architecture level
- **No member data stored externally:** the best way to avoid a breach of confidential information is to make sure you're not storing any. By directly leveraging RESTful APIs that access your line of business system or by storing non-PII personalization data to a local cookie on the user's device, Streamline never directly stores member data, eliminating the "honeypot" risk that comes with centralized storage.

Insured

- **Full COI coverage included:** we take a holistic approach to managing the integrity of our hosting platform by extending our company's \$2 million cyber insurance to your organization through a certificate of additional insured (COI) upon request.
- **Proven track record:** Though we have been incident-free in our 10 years of hosting websites and applications, we are still proactive and protective.



STREAMLINE

Streamline's Unlimited Training and Support

Small things, big things, and anywhere in between. Our US-based support team is always here to jump on a call, address your support ticket, or train that new staff member. We've got your back!

Free training and support from a real human whenever you need it

Training

We'll teach you how to use your website

- 1-hour start-up training for all users
- New staff member training as needed
- Hundreds of on-demand tutorials
- Monthly Masterclass webinars

Support

We'll jump in if you need help getting it done

- Dedicated phone support hotline
- Request help through your website
- One-on-one Zoom session
- Email support

*When you reach out, a real-human will get back to you in **less than 1 hour***

Unlimited support is one of the things our customers love most

94% of all support issues receive a "positive" or "perfect" resolution rating by customers



"Streamline has made my life so much easier! I don't procrastinate because I'm intimidated and I know that if I need help, I can ask. Thank you for taking a daunting task and making it easy, even fun, so that our patrons can find the information they need when they need it."

- *Su Liudahl, Creswell Library District*



"When I needed help getting more detailed work done on the website, I was able to schedule a one-on-one with Chris in no time. During our meeting, he showed me some cool tricks and got our website looking outstanding! Plus he's just friendly and great to work with. Definitely recommend Streamline to everyone who needs it."

- *Taylor Gullikson, Los Olivos Community Services District*



STREAMLINE

Placentia Library District

Quote created: April 14, 2023 Reference: 20230414-091012025

Placentia Library District

411 East Chapman Avenue
Placentia, CA 92870
United States

Jermey Yamaguchi

jyamaguchi@placentialibrary.org

Jeanette Contreras

jcontreras@placentialibrary.org
(714) 528-1906

Comments

One Time Migration/ Activasion Fee- \$800

If you choose to pay for Three years up front it would come out to - \$8,100 ~ \$225/
Month

Tanner Smith - Associate Account Executive Streamline



Products & Services

Streamline Web Member 1m-5m

1 x \$249.00 / month

Monthly subtotal

\$249.00

Total

\$249.00

This quote expires on July 13, 2023

Purchase terms

CSDA Membership Discount- Applied

Questions? Contact me



Tanner Smith

Associate Account Executive

tanner@getstreamline.com

(916) 809-8814

Streamline

3301 C Street #1000

Sacramento CA 95816

US



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Yesenia Baltierra, Assistant Library Director

SUBJECT: **Bookmobile Updates from Assistant Library Director and Bookmobile Librarian**

DATE: April 24, 2023

BACKGROUND

On April 25, 2022, the District was notified it was awarded the Stronger Together: Out of School Time Grant for a total of \$250,000. The purpose of the grant is for the District to acquire an electric bookmobile in which it will deliver equitable access to materials, services and technology through educational and engaging resources and programs that encourage reading, innovation, imagination, and creativity. The staff is committed to the following bookmobile goals:

1. Provide equitable access to materials, resources and technology to underserved communities.
 - Categorize and display material in a user-friendly way to provide ease of browsing & provide a diverse collection.
 - Provide access to technology through the Library of Things collection, including but not limited to laptops and hotspots.
 - Provide Wi-fi access during bookmobile stops to underserved communities that cannot reach the library.
 - Develop relationships with the community while promoting inclusivity and diversity through the access the bookmobile will furnish.
2. Provide services and programs that support early literacy and encourage reading at all levels.
 - Conduct storytimes that are designed to include early literacy education for parents and children, such as fine and gross motor skill exposure through movement, fingerplays, counting, rhymes and color concepts.
 - Provide engaging educational activities that encourage reading, imagination, and creativity.
3. Provide outreach services help to supplement schools through its collection, resources, services and personnel expertise.
 - Partner with Title 1 Placentia schools to provide outreach services.
 - Provide teens with employment search training, resume building and financial training.
 - Provide highly qualified staff to assist the students with research and reading advisory.

To accomplish these goals staff will provide various activities such as:

- Library of Things/Makerspace equipment petting zoo for patrons to see and use technology they might not otherwise have access to.
- Book a Librarian appointments available to make/complete at bookmobile stops to receive one-on-one research assistance.
- Adapt select library programs to provide mobile options such as take & makes, scavenger hunts and kit-based programs.
- Conduct financial advisory workshops, resume building workshops, and employment search workshops for teens.
- Visits to the Title 1 school libraries to provide instruction/training on use of library digital recourses, maker equipment and sign up for library cards.
- Registration, participation, and prize entries to library reading programs would take place at each Bookmobile stop allowing remote users to participate in library programming.
- Scheduled STEAM Lab experiences with supply kits for students.
- Other seasonal or holiday craft kits.
- Storytimes with music and movement.

On October 17, 2022 the Library Board of Trustees awarded the bid to Phoenix Motorcars to build a customized electric bookmobile in the amount of \$231,606. Since then staff has executed the deposit payment of \$53,160.00 to begin production of the bookmobile. Staff continues to work on bookmobile related tasks in the following order:

Phase 1- Work with staff to determine the specifications and design of the bookmobile, including selecting needed equipment.

Phase 2-Develop bookmobile guidelines, assessment tools and collection development procedures.

Phase 3-Secure staffing and provide training. Finalize agreements, schedule and routes.

Tentative route schedule:

- First and third Mondays: La Jolla and Gomez Center
- First and third Wednesdays: Ruby Drive Elementary and Melrose Elementary
- Second and fourth Tuesday: Tynes Elementary and Valadez Middle School
- Second and fourth Thursday Kraemer Middle School and Valencia High School
- Outreach Events: Easter Eggcitement, Heritage Parade, Tamale Festival, Concerts in the Park, Movies in the Park, Farmers Market and others, as needed.

Phase 4- Purchase collection, supplies, and materials. Begin publicity and marketing of bookmobile route.

Phase 5-Ribbon Cutting Celebration. Begin route of bookmobile in the community.

Phase 6- Conduct assessment of service with partners, staff and community. Make any necessary adjustments to better serve the community.

Additionally, on October 14, 2022 the District received \$400,000 from Assemblyman Phillip Chen's office to create a reading and learning space outside the library inclusive of an electric charging station for the bookmobile. Staff has been in communication with vendors to discuss the various charging station options available to the District as follows:

Option 1: Level II Single Port AC Charger

- Capable of 80 Amp power outlet, adjustable power levels
- For plug-in hybrid vehicles/universal connector
- Total charge time from empty to full about 9 hours/ about 3.5-6.5 miles per hour

Option 2: Level II Dual Port AC Charger

- Capable of 5 Amp power outlet on 240VAC
- For battery based electrical vehicles/universal connector
- Total charge time from empty to full about 12-13 hours/ about 13-25 miles per hour

Option 3: Level III DC Fast Charger

- 60kW dual port
- For most electrical vehicles/ three different connectors (CHAdeMO, CCS Combo, Tesla Supercharge)
- Total charge time from empty to full about 2-3 hours/about 10-30 minutes for full charge

Lastly, staff began outreach efforts to promote the bookmobile services coming soon while providing library services in various locations of the community such as LOT318 Cypress St/Gomez Center Homework Help, Santa Fe Park Ribbon Cutting Celebration, Tynes Elementary Open House, Ruby Drive Elementary Open House, and Valadez Middle School Open House. The staff and community are excited about the bookmobile and look forward to see it around the community. Staff will continue to keep the Board of Trustee updated on the progress of the project.

Attachment A is Phoenix Motorcars bookmobile specifications.

Attachment B is Phoenix Charging stations options and specifications.

Prepared for: Placentia Library District

Jo-Anne Martin
Board President

Yesenia Baltierra
Assistant Library Director
411 E. Chapman Ave.
Placentia, CA 92870
Office: (714) 528-1925, ext. 201
714-930-3183
ybaltierra@placentialibrary.org

October 18th, 2022



Placentia Library District

Quote #: SA-QS-865BM-Contract

Electric Book Mobile Project



Thomas Allen
Vice President of Sales
thomasa@phoenixmotorcars.com

Office 909.987.0815
Cell 323.217.9483
www.phoenixmotorcars.com

I. VEHICLE SPECIFICATIONS:

Pictures for reference only

Chassis:

- 2023 or later Ford E450 Superduty DRW Chassis – 176” WB
- 4.56 Limited Slip Axle
- Power Windows and Locks
- Remote Power Mirrors
- Remote Keyless Entry

Phoenix All-Electric Drive System:

- Permanent high-power magnet motor + inverter
- **Up to 150 Miles All Electric Range per Charge**
- Dual charging capability
 - CHAdeMO compliant level III – 50 kW
 - J1772 level II charging -13 kW
- GVWR 14,500 lbs.
- Dual Mode Regenerative Braking
- Max Speed 65mph
- Phoenix Telematics System – **Phoenix Connect**
- Electronic AM-FM Radio with Clock and audio input jack
- Electric Vehicle Cluster
- Electronic Shift
- Electric Heater, 20K Max BTU (Standard)
- HVAC Unit (Ford Standard) with electric compressor.

Miscellaneous

- Back-Up Camera with LCD Monitor in Dashboard
- Reverse Alarm
- First Aid Kit 16 Unit
- Fire Extinguisher 5 lbs. with Reflective Flare Kit

Diagnostic Package

- Phoenix Motorcars will provide a service tablet containing Phoenix Motorcars software and all required diagnostic equipment (MotoServ Dongle, Kvaser cable, and OBD II diagnostic connector).
- Perform a 4-hour PMC electric vehicle training for technicians.
- Provide up to 4 hours of phone technical support.
- Only one Diagnostic package required per fleet.

- Provide a service tablet containing Phoenix Motorcars software and all required diagnostic equipment (MotoServ Dongle, Kvaser Cable and OBD II diagnostic connector).
- Perform a 4-hour PMC electric vehicle training for technicians of onboard components, including high voltage safety instruction.
- Provide up to 4 hours of phone technical support.

Book Mobile Body Specs:

Includes Truck Box Body 16'L x 96" W x 85" H

Standard Box Body Specifications:

| FEATURES | |
|----------------------------|---|
| Side Walls | <ul style="list-style-type: none"> • .040" Smooth aluminum pre-painted white panels <ul style="list-style-type: none"> • Galvanized-steel Z-wall posts • 3/8" Plywood sides interior lining • FiberPanel® PW (FRP) white panels • FiberPanel® HC white panels • 6mm SignaturePlate™ pre-painted white panels |
| Front | <ul style="list-style-type: none"> • FiberPanel® PW (FRP) white front wall • Cab-access door - standard height • Molded-composite corners with radius .063" aluminum mill finish wind deflector (86", 96") • Extruded-aluminum radius vertical front corners (86", 96") • 2" Vertical front corners with no wind deflector (90") |
| Rear Frame | <ul style="list-style-type: none"> • Painted galvanized steel • 14 ga. Header • 12 ga. Corner posts • 10 ga. One-piece V-groove threshold • Internal gussets |
| Rear Door | <ul style="list-style-type: none"> • Premium roll-up with 6" header • 1/4" Composite with 6" header (standard only with FiberPanel® HC option) • Maximum security (MS) lock |
| Floor | <ul style="list-style-type: none"> • 2" x 6" Pine (flat floor standard) |
| Subframe | <ul style="list-style-type: none"> • 3" Formed "C"-channel cross members on 16" C/L • 5" Formed "C"-channel longsills - puck mounted • Full-perimeter steel reinforcing aluminum rub rail • Pre-coated understructure |
| Roof | <ul style="list-style-type: none"> • One-piece .032" aluminum skin • Galvanized-steel anti-sag roof bows on 24" C/L |
| Interior Lights | <ul style="list-style-type: none"> • LED dome light with rear switch - hot wired |
| Exterior Lights | <ul style="list-style-type: none"> • LED clearance lights • LED oval taillights with integrated back-up lights - surface mounted |
| Bumper | <ul style="list-style-type: none"> • Pooched step |
| Additional Features | <ul style="list-style-type: none"> • Two rear grab handles |
| Warranty | <ul style="list-style-type: none"> • 1-year white surface and leaks • 3-year/36,000-mile limited bulkhead-to-bumper warranty • 5-year limited structural warranty (roof, wall and floor structure) • See our warranty policy for details |

Book Mobile Body Customization:**EXTERIOR**

- Pro Air Roof Mount 40,000 BTU with ducting (tied into factory system with Digital controller)
- Cap Trim, reinforcement, B Header removal for walk thru
- Electric Awning
- Exterior Lighting: LED Scene Lights x 2 with interior switch
- Interior Entry Step with Trim located on passenger side rear
- Kwikkee Electric Entry Step
- Rear Entry Door RV Style
- Entry Door Right Rear RV Style
- Exterior Sealed TV Compartment
- Exterior Book Drop Box with custom pull outshoot near desk area
- Rear Mounted Fold Up Tommy Lift Gate Model Railgate: A8516EA155CS

INTERIOR

- Headliner and Wall Panels light gauge Aluminum Skin: Aluminum Side Walls Vinyl, Ceiling panels Slat Wall Rear, White Peg Board Forward Wall
- Flush Mount L Track (aircraft Style) cart Securement
- Loncoin Floor Commercial Covering with Trim
- Custom Aluminum Book Shelving and cabinets with adjustable shelves powder coated to customer specs
- 6 x Flush mounted LED Lighting 4.5 x 12" with master switch
- 2 x Removable Rolling Shelving units, bottom wall Rows/Driver and Passenger rear
- Entry Grab Bars and Railing
- Desk Front Passenger side, custom with drawers and a laminated top
- PA System with exterior speakers
- Upgraded Camera System and HardDrive:
 - Camera System 360 bird eye view dash monitor/ recorder/lift and interior cameras
 - 4112-HVR (Recorder)
 - Passive GPS (real time when connected to cellular)
 - 1TB Hard Drive
 - UPS Backup Battery
 - 7" Touch Screen Display w/ Event Button
 - HD 1080p 360° Birdseye TotalView (4 Cameras all cameras recorded with ability to toggle between cameras individually)
 - Cable to connect to cellular modem for real-time streaming and notifications (email)
- Fabricate and install Front Overhead locking Storage Compartment
- Fabricate High Strength aluminum locking Storage Cabinet Left Rear
- Extra Storage and Cabinets

- 2ea. 24" x 30" Sky lights
- Desk System with Fold Down Extension
- Step Well



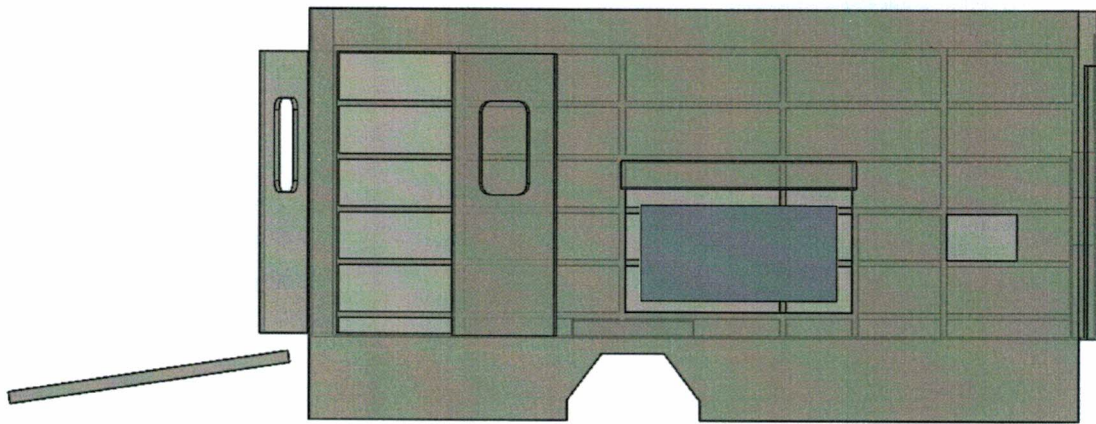
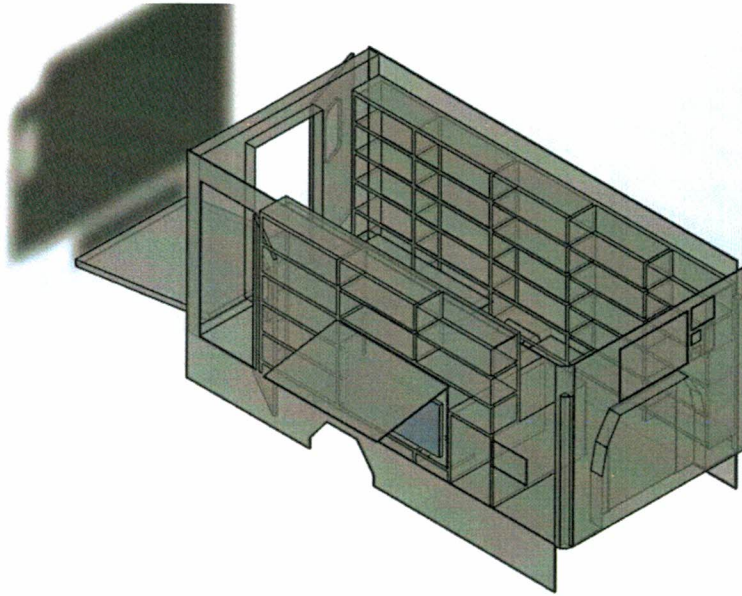
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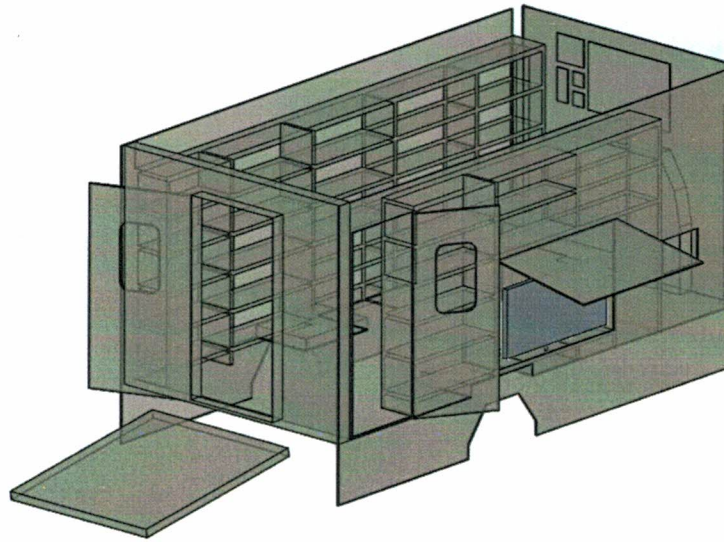
- 2000 Watt Inverter Pure sine
- Electrical 120volt/ 12volt Fuse panel
- 120volt to 12volt converter 55 amp
- (6) 115Volt Receptacles
- 12volt USB Receptacles at desk
- TV / HDMI / computer/ RCA Patch Cords and wall Plates at Desk
- Exterior 120Volt Shore Cord receptacle
- Exterior Cat6 input
- Interior Cat6 Receptacle
- 120v automatic Transfer switch
- Interior LED Lighting
- Safety Vision Observer 4000 HVR with two cameras
- 50" Smart TV mounted to face outside on passenger side with fold up door
- Work Station counter with 4' x 3' cubbies with sliding doors behind TV
- Parking Sensor System with 4 front and 4 rear in-bumper sensors shall that detect obstacles using ultrasonic wave (sonar) echolocation technology, and include a wired LED digital display with audible alert mounted in the dash area



Pictures for reference only

Drawings





2

1

THE MOBILITY SPECIALISTS INC.

SPECIFICATIONS:
E450 BOOKMOBILE BOX TRUCK

8FT WIDTH X 17FT LENGTH BOX
84IN HEIGHT

REAR PASSENGER SIDE ENTRANCE
30IN WIDTH X 72IN HEIGHT

HINGED SIDE BAGGAGE DOOR
FOR 50" TV SEEN FROM OUTSIDE

REAR ENTRANCE WITH LIFTGATE

BOOK SHELVING ON BOTH SIDES

BULKHEAD CONTROL PANEL & OUTLETS

CUSTOM BOOK STORAGE & FLIP DESK

CEILING LIGHTS, SKYLIGHT AND A/C

INTERIOR & EXTERIOR CAMERAS

BOOK DROP OFF BOX

CARTS WITH TRACK RESTRAINTS

CONTACT VINCE FABOZZI
WC-VANS@PACBELL.NET OR (877) 777-5438

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THE MOBILITY SPECIALISTS INC.

| | | |
|-----------|-------|---------|
| DRAWN: | NAME: | DATE: |
| CHECKED: | BCN | 6-08-00 |
| ENG APPR: | VF | 6-08-00 |
| MFG APPR: | | |
| QA: | | |
| COMMENTS: | | |

INTERPRET GEOMETRIC
TOLERANCING PER:
ANSI Z39.5

DATE: _____

APP: _____

DO NOT SCALE DRAWING

| | | |
|--------------------------------------|-----------|--------------|
| THE MOBILITY SPECIALISTS INC. | DATE: | 6-08-00 |
| TITLE: | NAME: | VF |
| E450 BOOKMOBILE BOX TRUCK | DATE: | 6-08-00 |
| SIZE: A | DWG. NO.: | REV: |
| SCALE: 1:40 | | SHEET 1 OF 1 |

Prepared for: Placentia Library District



Yesenia Baltierra
Assistant Library Director
411 E. Chapman Ave.
Placentia, CA 92870
Office: (714) 528-1925, ext. 201
714-930-3183
ybaltierra@placentialibrary.org

September 22nd, 2022

Placentia Library District

Quote # SA-QS-856C

Phoenix Charging Stations



Elena Christakis
Sales Executive
elenac@phoenixmotorcars.com

Office 909.987.0815
Cell 951.207.0256
www.phoenixmotorcars.com

PLACENTIA LIBRARY DISTRICT - SEPTEMBER 2022 - QUOTE # SA-QS-856C

EXCLUSIVE AND CONFIDENTIAL INFORMATION |

I. CHARGER SPECIFICATIONS:

Option 1: Level II Single Port AC Charger

- Adjustable power levels – Capable of 80 Amp power output
- Quality – Technology that works for the life of your current plug-in vehicle and then some
- Convenience– 25 feet of charging cable for installation and operation flexibility
- Durability – Rugged, fully sealed NEMA 4 enclosure for installation anywhere
- Reliability – Backed by Clipper Creek's 1-year warranty, and outstanding customer service
- Total Charge time from Empty to Full on PHOENIX Electric Vehicles of 9 Hours



Option 2: Level II Dual Port AC Charger

Phoenix – 50 Amp (2 x 12 kWh)

Dual Port AC Charger – J1772

- Capable of 50 Amp power output on 240VAC
- Data and networking available at an additional cost
- Total Charge time from Empty to Full on Phoenix Electric Vehicles of ~12-13 Hours



| Rated Power | 12kW | 2 x 12kW |
|------------------------|---|--|
| Product # | TP2W-50-220-J1 | TP2W-50-220-J2 |
| Input / Output voltage | 208VAC - 240VAC, 60 / 50 Hz | |
| Breaker | 63A | 125A |
| Connectors | Single | Dual |
| Output Current | Max 50A per Connector | |
| Weight | ~35 lbs. (charger) ~8 lbs. (cable) | ~40 lbs. (charger) ~16 lbs. (cable) |
| Working Temperature | -30°C to 55°C | |
| Relative Humidity | 5% to 95% Non-Condensing | |
| Altitude | ≤ 3000m | |
| IP Rating | IP54 | |
| Connector Standard | SAE J1772 (16' Standard / 24' Optional) | |
| RFID system | ISO/IEC 14443 A/B | |
| Communication Protocol | OCPP 1.6J | |
| Internet | Ethernet (Standard), 4G (Optional) | |
| Meter Accuracy | 1% | |
| User interface | 5" Touch Screen | |
| Installation Type | Wall Mount | |
| Material | Galvanized steel | |
| Dimensions | 12" x 17" x 7" (L x H x D) | |
| Compliance standard | EN 61851-1:2011, EN 61000-6-1:2007, EN 61000-6-3:2007/A1:2011/AC:2012 | |
| Certification | CE, UL | |
| Safety | Over Current, Short Circuit, Surge Protection, Leakage Current Protection | |
| Additional Information | Pedestal – Optional / Mounting Bracket & Holster are standard accessories | |

Option 3: Level III DC Fast Charger

Phoenix – 60kW

CHAdeMO and CCS Combo DC Slim Dual Port Fast Charger

- Dual Port – CHAdeMO & CCS
- Total Charge time from Empty to Full on Phoenix Electric Vehicles of ~2-3 Hours.
- Data and networking available at an additional cost



| Product Number | TP3-60-480 | TP5-60-480 |
|-------------------------------------|---|-------------|
| Input | 480VAC (3P+N+PE) 60Hz | |
| Output Voltage | 150-500VDC | 150-1000VDC |
| Output current | 0 to 140A | |
| FLA Breaker Rating | 80A 100A | |
| Connectors | CCS1 CCS1 and CCS1 CCS1 and CHAdeMO | |
| Cyclic Charge Mode | CCS1 - 140A CHAdeMO – 125A | |
| Parallel Charge Mode (Optional) | 30 kW per Port | |
| Efficiency | ≥94% at nominal output power | |
| Power factor | > 0.98 | |
| Operating temperature | -22°F to 131°F (-30°C to 55°C) | |
| Altitude | 6500' (2000m) | |
| Working Storage Humidity | ≤ 95% RH ≤ 99% RH (Non-condensing) | |
| Display | 7" LCD with touch screen | |
| RFID system | ISO/IEC 14443A/B | |
| Dimensions (L x D x H) | 29" x 19" x 72" | |
| Protective Class | NEMA 3S, IK10 | |
| Cooling system | Air cooling fans | |
| Weight | 530 lbs (240kgs) | |
| Compliance | UL and CE Certified | |
| DC Charge System | Mode 4 - IEC-61851, ISO-15118, DIN 70121 Mode 4 - CHAdeMO 0.9, 1.0 | |
| Length of charging cable | 16ft (5m) | |
| Interface protocol | OCPP 1.6J | |
| Optional | Credit Card Reader, 3G/4G Modem (Optional) | |
| Electrical Safety: GFCI | RCD 20 mA Type A | |
| Electrical Safety: Surge Protection | 20 kA | |
| Electrical Safety General | Over Voltage, Under Voltage, Over Current, Missing Ground | |
| Electrical Safety: Output Short | Output power disabled when output is short circuited | |
| Electrical Safety Temperature | Temperature Sensors @ Charge Coupler and Power Electronics | |
| Emergency Stop | Emergency Stop Button Disables Output Power | |
| Regulatory Compliance | UL-2202 EMC: EN 61000-6-1:2007, EN 61000-6-3:2007/A1:2011/AC:2012 | |

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: **Discuss and Consider Changing the May Board Meeting Date**

DATE: April 24, 2023

BACKGROUND

The Library Board of Trustees meet on the fourth Monday of each month. The regular date for the May 2023 board meeting falls on May 22, 2023. The Library Director requests a consideration for the May meeting to be changed to either May 30 or 31, 2023, providing library staff additional time for board reports and budget preparation.

RECOMMENDATON

Actions to be determined by the Library Board of Trustees.



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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 Martin**
DATE: April 24, 2023

BACKGROUND

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

Attachment A is the minutes from the April 3, 2023 meeting.

CALL TO ORDER

Members Present: President Jo-Anne Martin, Trustee Scott Nelson, Library Director Jeanette Contreras, City Administrator Damien Arrula, Mayor Ward Smith, Councilmember Rhonda Shader.

Members Absent: None.

Staff Present: Executive Assistant Lina Nguyen.

Guests: None.

BACKGROUND

By its terms, the Joint Use Agreement, or "JPA," expired on May 21st, 2012. The District and City have now entered into a new agreement governing the use of the Common Area which was executed by notary on October 29th, 2019. The District and the City have continued to meet on a monthly basis to discuss ongoing and upcoming projects pertaining to the Common Area and shared costs.

AB 1637

Director Contreras asked City members for their thoughts on AB 1637 which was authored by Jacqui Irwin. Trustee Nelson had introduced it to the District Board during the last Board Meeting. The bill requests all local agencies to change their domain name to .gov or .ca.gov. The author claims this needs to be done due to security issues. The District is against this bill due to the marketing costs of switching domain names. Director Contreras advised she and part of the Board will be visiting with a few legislators, including the author of the bill, in May before writing a letter of opposition. Councilmember Shader requested the City be kept in the loop on any new information which may come out of these meetings. City Administrator Arrula will check on this bill with the League of California Cities.

AB 257

Director Contreras reported AB 257 is a bill which prohibits encampment within 500 feet of public agency buildings. She advised this would need to be a coordinated effort between the District and the City if it were to get passed and asked what the plan of action would be. City Administrator Arrula advised the District of the North SPA Cities settlement agreement which created full-service facilities known as Navigations Centers which the homeless in the region can be sent to. If a homeless person were to be found camping in a public area, the Placentia Police Department can be called via their non-emergency line to come and assist the homeless person to a Navigation Center. City Administrator Arrula also advised the District on the Boise decision which states cities cannot criminalize homelessness which means AB 257 will most likely not get passed. If there is someone camping out in the library, the District can call the Placentia Police Department to get them removed as long as it states in the District's policy that patrons are not allowed to sleep in the library.

**PLACENTIA LIBRARY
FRIENDS FOUNDATION
YARD SALE**

Director Contreras reported the Placentia Library Friends Foundation (PLFF) are having a yard sale on Saturday, April 15th from 7:00AM-1:00PM. It will coincide with the City's shredding and e-waste recycling event. Councilmember Shader mentioned she did not hear about this event even though she is a member of the PLFF. Director Contreras advised she will get into contact with the PLFF to see what happened in regards to relaying this news to PLFF members. City Administrator Arrula advised there should be no issue with the two events taking place on the same day. He will have the Public Works Department reach out to the District. Director Contreras thanked him for his assistance.

LIBRARY IMPACT FEES

Director Contreras reported there have been developers coming in to pay impact fees to the District based off of the old fee schedule. A new fee schedule was adopted by the City Council on December 6, 2022 and was effective February 6, 2023. City Administrator Arrula advised he will look into this.

CITY OF PLACENTIA UPDATE

Trustee Nelson commended the City on the mural which was added to the Crowther underpass. Councilmember Shader reported the Crowther mural and a sculpture are part of the Placentia Gateway Public Art Project. The project came to fruition after Caltrans officials reached out to the City about the Clean California initiative. Placentia was the first in the state to get the grant. Councilmember Shader also gave an update on the Chapman Corridor Revitalization Plan Community Meeting which took place the Thursday before. They were meeting to discuss zoning and expanding. There were comments on parking, affordable housing, and transportation. There are also hotels interested in the area. They will be releasing a bilingual survey to garner more feedback and may have a 2nd meeting. The City is planning on removing the oil wells from Aguirre which would allow for them to build 100 new homes in the area.

PLACENTIA LIBRARY DISTRICT UPDATE

President Martin shared an update on Trustee Dahl's health. She is doing much better. Director Contreras reported the District is moving forward with the outdoor space project. She wanted to let the City know the tree nearing the loading dock will need to be taken down and asked what steps the District will need to make to do this since the City has a tree ordinance. City Administrator Arrula will get back to Jeanette with a replanting plan. Director Contreras also reported the charging station for the Bookmobile will take one of the curbside pick-up spots. She also reported the District received funds to redo the loading dock as well as the funds from Assemblyman Chen for the outdoor space and the charging station. The Bodhi area is currently being used to store items for the PLFF bookstore. The District is still figuring out what to do with the space. It will most likely be used to store more PLFF vending machines.

ACTION ITEMS

City Administrator Arrula took this time to remind the District about the Utron Parking Structure Zoom Meeting on May 1st at 10:30AM. A calendar invite had been sent out to Director Contreras and Executive Assistant Nguyen. Executive Assistant Nguyen will with forward the invite to President Martin and Trustee Nelson.

NEXT MEETING

The next meeting has not been scheduled yet. However, please email Lina Nguyen with any items you would like to add to the agenda.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees
FROM: Jeanette Contreras, Library Director
SUBJECT: **Legislative Updates from Secretary Carline**
DATE: April 24, 2023

BACKGROUND

Secretary Carline will provide a report on current legislations.

Attachment A is the California Special District Association Take Action Brief.



CALIFORNIA SPECIAL DISTRICTS ASSOCIATION PRIORITIES

TAKE ACTION BRIEF

April 2023

The State Legislature's policy committees are now in full swing taking up the more than 2,600 bills introduced in 2023, including CSDA sponsored legislation related to emergency remote Brown Act meetings. In the meantime, the California Air Resources Board (CARB) is poised to consider adoption of a zero emission vehicle mandate for all medium-duty and heavy duty vehicles at its April 27-28 meeting. Be sure to respond to CSDA's Calls-to-Action and register for the May 16-17 Special Districts Legislative Days in Sacramento before the April 21 Early Bird Deadline.

Inside this edition of the Take Action Brief:

| | |
|---|---|
| ACTION ALERT: Submit comment letters on CARB zero emission vehicle mandate..... | 2 |
| FEEDBACK REQUEST: How would ".gov" website domain mandate impact your district?..... | 3 |
| As Governor expands State of Emergency to 48 counties, CSDA works to extend emergency remote meeting authority..... | 4 |

Contact a local CSDA representative near you!

Chris Norden
Dane Wadlé
Colleen Haley
Melissa Green
Charlotte Holifield
Chris Palmer

Northern Network
Sierra Network
Bay Area Network
Central Network
Coastal Network
Southern Network

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CALIFORNIA SPECIAL DISTRICTS ASSOCIATION PRIORITIES

TAKE ACTION BRIEF

➤ **ACTION ALERT: Submit comment letter on CARB zero emission vehicle mandate**

The California Air Resources Board (CARB) has released an updated draft of its proposed Advanced Clean Fleet (ACF) Regulation and special districts and others have until April 7, 2023 to respond to the formal 15-Day Comment Period.

CARB's regulation seeks to mandate zero emission vehicles (ZEV) for all medium-duty and heavy-duty vehicles purchased starting January 1, 2027, with many agencies required to purchase 50 percent ZEV from 2024 – 2026. This will have a major impact on local agencies using Class 2b – 8 vehicles (those vehicles with gross vehicle weight rating of 8,500 lbs. or more).

CSDA will submit a formal comment letter together with city and county partners and is encouraging all affected special districts to submit their own comment letter.

Submit ACF Regulation Comment Letter to CARB

Download CSDA's Sample Letter at <https://csda.net/carb-zev-letter> or request a sample letter from your CSDA Public Affairs Field Coordinator. Please email a copy of your letter to advocacy@csda.net.

Written comments will only be accepted on the modifications identified in CARB's Notice. Comments may be submitted by postal mail or by electronic submittal no later than the April 7, 2023 due date to the following:

Postal mail: Clerks' Office, California Air Resources Board 1001 I Street, Sacramento, California 95814

Electronic submittal: <https://www.arb.ca.gov/lispub/comm/bclist.php>

The full CARB board is expected to take up the proposed ACF regulation at their upcoming April 27-28, 2023 meeting.

Details regarding CARB's latest ACF proposal are available here:

[Advanced Clean Fleets | California Air Resources Board](#)

CSDA has also released an **[updated fact sheet](#)** on the ACF draft regulation.



CALIFORNIA SPECIAL DISTRICTS ASSOCIATION PRIORITIES

TAKE ACTION BRIEF

.....

➤ **FEEDBACK REQUEST: How would a “.gov” website domain mandate impact your district?**

CSDA is seeking member feedback on [Assembly Bill 1637 \(Irwin\)](#), which would require the following:

No later than January 1, 2025, a local agency, including a special district, that maintains an internet website for use by the public will be required to ensure that the internet website utilizes a “.gov” top-level domain or a “.ca.gov” second-level domain. A local agency that maintains public email addresses for its employees will also be required to ensure that each email address provided to its employees utilizes a “.gov” domain name or a “.ca.gov” domain name.

If a local agency maintains a website for use by the public that is noncompliant by January 1, 2025, it will be required to redirect that website to a domain name that does comply.

Please provide responses to Senior Legislative Representative Aaron Avery at aarona@csla.net.

1. Does your agency already use a “.gov” or “.ca.gov” domain?
2. If your agency has already transitioned to a .gov or .ca.gov domain, approximately how much did it cost to make the transition (e.g., coding, IT support, labor, lost productivity, stationary, vehicle wrapping, training and community outreach, etc.)?
3. If your agency has already transitioned to a .gov or .ca.gov domain, was your agency’s preferred domain name/web address available? How long did you wait to receive your web address after requesting it?
4. If your agency has already transitioned to a .gov or .ca.gov domain, please describe any challenges or other information you would like to share about the transition process.
5. If your agency has already transitioned to a .gov or .ca.gov domain, have you achieved any cyber security or other benefits as a result? If so, please describe.
6. If your agency has not already transitioned to a .gov or .ca.gov domain, please estimate the approximate amount it will cost to make the transition (e.g., coding, IT support, labor, lost productivity, stationary, vehicle wrapping, training and community outreach, etc.).
7. If your agency has not already transitioned to a .gov or .ca.gov domain, please describe any challenges or other information you would like to share about the anticipated transition process.
8. If your agency has not already transitioned to a .gov or .ca.gov domain, has your agency requested or secured a .gov or .ca.gov domain?

NOTE: Due to AB 1637, and pending federal efforts that may eventually result in a requirement for local agencies to transition to a .gov domain, it may be advisable to [request](#) a .gov web address now.



CALIFORNIA SPECIAL DISTRICTS ASSOCIATION PRIORITIES

TAKE ACTION BRIEF

➤ As Governor expands State of Emergency to 48 counties, CSDA works to extend emergency remote meeting authority

On March 28, 2023 Governor Newsom expanded his previous storm state of emergency declaration to also include the counties of Alameda, Marin, Modoc, and Shasta. Those counties join 43 others already under a state of emergency declaration.

Local agencies attempting to operate during this emergency and continue to conduct the people's business remain well-positioned to function as a result of changes to the Brown Act under AB 361 (R. Rivas, 2021) that allowed for emergency remote meetings to be held. However, these statutory provisions will only remain in place until the end of 2023— unless this year's AB 557 (Hart) is signed into law.

CSDA sponsored AB 361 and is sponsoring AB 557 and calling upon special districts to learn more and submit a letter of support through the CSDA website, at csda.net/advocate/take-action/brown-act557. CSDA is also collecting experiences from its members about the impacts the recent storms have had on district meetings, feedback that can be submitted by visiting csdaforms.wufoo.com/forms/q1prcmo50dh1p76/.

Other 2023 Brown Act bills of note include the following:

AB 817 (Pacheco) — This bill would allow “subsidiary bodies” (i.e., a legislative body that serves exclusively in an advisory capacity and is not authorized to take final action on legislation, regulations, contracts, licenses, permits, or any other entitlements) to meet remotely without the Brown Act requirements traditionally associated with teleconferencing (e.g., that agenda meeting notices are posted at all teleconference locations) and without regard to any emergency situation. Each member of the subsidiary body would be required to participate through both audio and visual technology.

SB 411 (Portantino) — This bill would allow a board, commission, or advisory body of a local agency, the membership of which board, commission, or advisory body is appointed and which board, commission, or advisory body is otherwise subject to the Brown Act to use teleconferencing in order to hold public meetings. This bill is also an urgency measure, requiring the support of two-thirds of both houses to pass.

AB 1379 (Papan) — This bill would provide that a local agency may instead post agendas at a singular designated physical meeting location, rather than at all teleconference locations. The bill would remove the requirements for the legislative body of the local agency to identify each teleconference location in the notice and agenda, that each teleconference location be accessible to the public, and that at least a quorum of the members participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction. The bill would instead provide that, for purposes of establishing a quorum of the legislative body, members of the body may participate remotely, at the designated physical location, or at both the designated physical meeting location and remotely. The bill would require the legislative body to have at least two meetings per year in which the legislative body's members are in person at a singular designated physical meeting location. Notably, AB 1379 also revises a number of provisions added to the Brown Act by AB 2449 (Lee, 2022).

SB 537 (Becker) — This bill would allow boards, commissions, or advisory bodies of multijurisdictional, cross county agencies, the membership of which is appointed, to use the emergency remote meeting provisions of AB 361 without regard to an emergency. “Multijurisdictional” in this sense means a legislative body that includes representatives from more than one county, city, city and county, special district, or a joint powers entity. This bill expands the definition of “just cause” added as part of AB 2449 to include situations in which an immunocompromised child, parent, grandparent, or other specified relative requires the member to participate remotely.



CALIFORNIA SPECIAL DISTRICTS ASSOCIATION PRIORITIES

TAKE ACTION BRIEF

➤ OTHER WAYS TO TAKE ACTION

Learn More

The 2023 Special Districts Legislative Days Conference Brochure is LIVE!

*Tuesday and Wednesday, May 16 -17, 2022
Sheraton Grand Hotel
Sacramento, CA*

Gain the edge on policy changes impacting your agency and exchange ideas with California's top decision-makers at the 2023 Special Districts Legislative Days, an interactive and informative two-day legislative conference in our State's Capitol. Fully one-third of the State Legislature turned over this year, making the 2023 Special Districts Legislative Days a MUST-ATTEND EVENT! Don't miss this opportunity to build partnerships and strengthen the voice of local control. Check out all the details for this year's conference, and *secure Early Bird pricing before the deadline on April 21!*

View the brochure here: <https://www.csdanet/viewdocument/2023-special-districts-legislative>

Join Today

Join an Expert Feedback Team to provide CSDA staff with invaluable insights on policy issues. Visit [csdanet/get-involved](https://www.csdanet/get-involved) or email updates@csdanet to inquire about joining one of the following teams:

- Environment & Disaster Preparedness
- District Operations
- Governance
- Human Resources and Personnel
- Public Works, Facilities, and State Infrastructure Investment & Partnership
- Local Revenue

Stay Informed

In addition to the many ways you can **TAKE ACTION** with CSDA's advocacy efforts, CSDA offers a variety of tools to keep you up-to-date and assist you in your district's legislative and public outreach. Make sure you're reading these resources:

- CSDA's weekly e-Newsletter
- Districts in the News
- CSDA's *California Special Districts Magazine*

Email updates@csdanet for help accessing these additional member resources.

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees
FROM: Jeanette Contreras, Library Director
SUBJECT: ISDOC Updates from Trustee Nelson
DATE: April 24, 2023

BACKGROUND

Trustee Nelson will provide a report from the ISDOC board meeting on April 4, 2023.