

AGENDA

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES UNUSUAL DATE MEETING








February 18, 2020
6:30 p.m.
History Room

Mission Statement:

Placentia Library District provides lifelong learning and reading opportunities that inspire, open minds, and bring our community together.

The Centennial Vision Statement:

The Vision of the Trustees is intended to help celebrate the 100-year anniversary of the District.

-  We will be the place where the community “sees and experiences” the technical edge and premier programming.
-  We will renovate and expand our Library.
-  We will remain financially self-sufficient.
-  We will seek strong community support.
-  We will reach our community with an active marketing plan.
-  We will increase the percentage of our operating budget that supports establishing the premier collection in Orange County.
-  We will plan for maintaining our qualified and professional staff.

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

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

PLEDGE OF ALLEGIANCE Library Board President

CALL TO ORDER

1. Call to Order Library Board President
2. Roll Call Recorder
3. Adoption of Agenda
This is the opportunity for Board members to delete items from the Agenda, to continue items, to re-order items, and to make additions pursuant to Government Code Section 54954.2(b).
Presentation: Library Director
Recommendation: Adopt by Motion

4. Oral Communications

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 – 22)

Presentation: Library Director

Recommendation: Approve by Motion

Items 9 – 22 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 January 22, 2020 Library Board of Trustees Unusual Date Meeting. (Receive & File and Approve)

CASH FLOW ANALYSIS (Items 10 – 11)

10. Check Register for January 2020. (Receive & File and Approve)

11. FY2018-2019 Cash Flow Analysis through January 2020; the Schedule of Anticipated Property Tax Revenues for FY2018-2019 as provided by the Orange County Auditor. (Receive & File).

TREASURER'S REPORTS (Items 12 – 15)

12. Financial Reports for January 2020 for Placentia Library District Accounts on Deposit with the Orange County Treasurer. (Receive & File)

13. Balance Sheet for January 2020. (Receive & File)

14. Acquisitions Report for January 2020. (Receive & File)

15. Entrepreneurial Activities Report for January 2020. (Receive & File)

GENERAL CONSENT REPORTS (Items 16 – 18)

16. Personnel Report for January 2020. (Receive, File, and Ratify Appointments)

17. Circulation Report for January 2020. (Receive & File)

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

STAFF REPORTS (Items 19 – 22)

19. Administration Report for January 2020.
20. Children's Services Report for January 2020.
21. Adult Services Report for January 2020.
22. Placentia Library Web Site & Technology Report for January 2020.

NEW BUSINESS

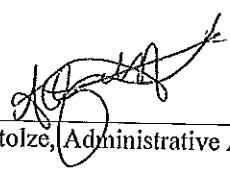
23. Adopt Resolution 19-06: A Resolution authorizing participation in the PARS Post-Employment Benefits Trust Program to be administered by Public Agency Retirement Services (PARS) and U.S. Bank, appointing the Board President as the District's Plan Administrator, and authorizing the Board President to execute the documents to implement the Program.
24. Travel Authorization: Library Board of Trustees and Library Director to attend the Special District Association Annual Conference on August 24-27, 2020 in Palm Desert, California.
25. Discuss the California Special District Association Board of Directors Call for Nominations for Seat B and C.
26. Discuss the Orange County LAFCO Regular Special District Member Seat Appointment schedule.
27. Discuss and review draft proposal for a HVAC screen.

ADJOURNMENT

28. Agenda Preparation for the March Unusual Date Meeting, which will be held on March 23, 2020 at the Placentia Library District, unless re-scheduled by the Library Board of Trustees.
29. Review of Action Items.
No action or discussion shall be taken on any item not appearing on the posted Agenda, unless authorized by law.
30. Adjourn

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

I, Alyssa Stolze, Administrative Assistant of the Placentia Library District, hereby certify that the Agenda for the February 18, 2020 Unusual Date Meeting of the Library Board of Trustees of the Placentia Library District was posted on February 14, 2020.



Alyssa Stolze, Administrative Assistant



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MINUTES
PLACENTIA LIBRARY DISTRICT
UNUSUAL DATE MEETING OF THE BOARD OF TRUSTEES
JANUARY 22ND, 2020

CALL TO ORDER

President Carline called the Unusual Date Meeting of the Placentia Library District (PLD) Board of Trustees to order on January 22nd, 2020 at 6:32 p.m.

Members Present: President Gayle Carline, Secretary Al Shkoler, Trustee Richard DeVecchio, Trustee Jo-Anne Martin, Trustee Elizabeth Minter.

Members Absent: None.

Staff Present: Jeanette Contreras, Library Director; Yesenia Baltierra, Assistant Library Director; Fernando Maldonado, Business Manager; Alyssa Stolze, Administrative Assistant.

Guests: Megan Tolman, Librarian; Angelina Fuentes, Library Clerk; Daphne Munoz, White, Nelson, Diehl, Evans Firm.

ADOPTION OF AGENDA

It was motioned by President Carline to adopt the agenda. It was moved by Secretary Shkoler and seconded by Trustee Martin to adopt the agenda (Item 3).

AYES: Carline, Martin, DeVecchio, Shkoler, Minter
NOES: None
ABSENT: None

ORAL COMMUNICATION

The District's newest hires, Megan Tolman, Part-Time Librarian for Adult Services, and Angelina Fuentes, Full-Time Library Clerk, formally introduced themselves to the Board of Trustees, providing brief histories of their backgrounds in libraries (Item 4).

BOARD PRESIDENT REPORT

President Carline attended Staff Development Day and the Special District General Manager Meeting.

**TRUSTEE &
ORGANIZATIONAL
REPORTS**

Secretary Shkoler attended Staff Development Day.

Trustee DeVecchio attended Staff Development Day.

Trustee Martin attended meetings regarding the 115 Trust, a H.I.S. House Board Meeting, and Staff Development Day.

Trustee Minter attended Staff Development Day.

**LIBRARY DIRECTOR
REPORT**

Library Director Contreras hosted a Special District General Manager meeting in the Community Meeting Room. Additionally, Library Director Contreras also had meetings regarding the HVAC (Item 28) and closing out the Fiscal Year 2018-2019 Audit.

**FRIENDS FOUNDATION
REPORT**

Placentia Library Friends Foundation (PLFF) President Sherri Dahl announced the resignation of the book store manager, Bunny Lynch, as she relocates out of state. An ad has been placed seeking a replacement book store manager. Moreover, the Friends' Board has been reviewing the prices of vending items and are moving towards a consensus of new prices. Additionally, Author's Luncheon planning is ahead of schedule. Lastly, President Dahl reported that membership has decreased significantly and the PLFF Board is working to find a solution.

CONSENT CALENDAR

It was moved by Trustee Minter and seconded by Secretary Shkoler to approve Agenda Items 9-22. A roll call vote was taken:

AYES: Carline, Martin, DeVecchio, Shkoler, Minter
 NOES: None
 ABSENT: None

**MINUTES FOR NOVEMBER
18TH, 2019 REGULAR DATE
MEETING AND DECEMBER
12TH, 2019 UNUSUAL DATE
MEETING.**

The minutes for the November 18th, 2019 Regular Date Board Meeting and the December 12th, 2019 Unusual Date Board Meeting were approved as amended, received, and filed (Item 9).

AYES: Carline, Martin, DeVecchio, Shkoler, Minter
 NOES: None
 ABSENT: None

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

Check Registers for November & December 2019 (Item 10)
 Fund 707 Balance Report for November & December 2019 (Item 11)

Financial Reports through November & December 2019 for Placentia Library District Accounts on Deposit with the Orange County Treasurer and Placentia Library District General Ledger: Summary of Cash and Investments. (Item 12)

Balance Sheets for November & December 2019 (Item 13)
 Acquisitions Report for November & December 2019 (Item 14)
 Service Revenue Report for November & December 2019 (Item 15)

**GENERAL CONSENT
REPORTS**

Personnel Report for November & December 2019 (Item 16)
 Circulation Report for November & December 2019 (Item 17)
 Review of Shared Maintenance Costs with the City of Placentia (Item 18)

STAFF REPORTS

Administration Report for November & December 2019 (Item 19)
 Children's Services Report November & December 2019 (Item 20)
 Adult Services Report for November & December 2019 (Item 21)
 Placentia Library Website Technology Report for November & December 2019 (Item 22)

PRESENTATION OF FISCAL YEAR 2018-2019 FINANCIAL AUDIT FROM WHITE, NELSON, DIEHL, EVANS FIRM.

Daphne Munoz from White, Nelson, Diehl, and Evans LLP furnished and reported out on the Fiscal Year 2018-2019 Financial Audit. Ms. Munoz presented their findings during the audit, concluding it was an overall clean audit. Ms. Munoz made two suggestions regarding stale and outstanding checks and answered any inquiries from the Board of Trustees. Policy creations regarding these suggestions will be reviewed by the Board at a future meeting.

DISCUSS AND REVIEW AN ADDENDUM TO THE LIBRARY DIRECTOR'S EMPLOYMENT COMPENSATION.

Trustee Martin presented the Addendum to Director Employment Compensation (the "Addendum"). Under the Addendum, upon the Director's retirement, the District would pay the Director's medical premiums up to \$30,000 per year between the ages of 62-65 with an aggregate cap of \$90,000; provided the Director meets specified terms and conditions in the Addendum. The proposed Addendum would also cause the establishment of a "115 Trust" with the Public Agency Retirement Services ("PARS"), from which the District could use funds to meet its Addendum obligations. If there are any funds left in the 115 Trust after the District has met its obligations under the Addendum, the District may return those funds back to its general fund. The conditions that the Director must meet to be entitled to payment of medical premiums include employment with the District for at least 20 consecutive years until retirement from the District. If at any point between the ages of 62-65 the Director or her spouse obtain medical benefits from another source, the Director's entitlement to payment of medical premiums would be suspended. After an in-depth discussion of the addendum, it was motioned by Secretary Shkoler and seconded by Trustee Minter to authorize the approval of the Addendum as presented. A roll call vote was taken:

AYES: Carline, Martin, DeVecchio, Shkoler, Minter
 NOES: None
 ABSENT: None

TRAVEL AUTHORIZATION; THE AMERICAN LIBRARY ASSOCIATION ANNUAL CONFERENCE ON JUNE 25-30, 2020 IN CHICAGO, ILLINOIS.

Director Contreras presented the travel authorization for the Board of Trustees, the Assistant Library Director, and one staff member to be assigned by the Assistant Library Director to attend the American Library Association Annual Conference on June 25-30, 2020 in Chicago, Illinois. The Board discussed the conference and it was motioned by Trustee DeVecchio and seconded by Trustee Minter to authorize President Carline, Secretary Shkoler, Trustee Martin, Assistant Director Baltierra, and a staff to be determined by the Assistant Library Director to attend the American Library Association Annual Conference on June 25-30, 2020 in Chicago, Illinois. A roll call vote was taken:

AYES: Carline, Martin, DeVecchio, Shkoler, Minter
 NOES: None
 ABSENT: None

DISCUSS A REQUEST FOR AN ORAL HISTORY ON TRUSTEE MARTIN.

Director Contreras presented the staff request for an oral history to be made for Trustee Martin. Upon reading this recommendation, Trustee Minter discussed the desire for a written and video oral history of Trustee Martin, which would increase the overall cost. Moreover, Trustee Minter also presented the recommendation to

pursue a possible partnership with California State University, Fullerton's Lawrence DeGraaf History Center to lower the overall cost as they are currently completing a Women's Pilot history segment.

The Board also discussed the recommendation to open oral history nominations to the public for future recordkeeping. It was recommended that a procedure for opening nominations to the public be created and discussed at a later date.

After further discussion, it was motioned by Trustee Minter to pursue the concept of an oral history on Trustee Jo-Anne Martin with the idea of discussing a video recording with the California State University, Fullerton Lawrence DeGraaf History Center and to coordinate with the program with an allowed expenditure up to \$1,500. This was seconded by Trustee DeVecchio. A roll call vote was taken:

AYES:	Carline, Martin, DeVecchio, Shkoler, Minter
NOES:	None
ABSENT:	None

**JOINT USE COMMITTEE
UPDATE FROM PRESIDENT
CARLINE.**

President Carline presented that there were no current updates; however, a meeting will be reported on at the next Board Meeting regarding the currently scheduled February 4th, 2020 meeting to discuss the City's Capital Improvement Projects for 2020-2021. This discussion will also include an update regarding when city officials will be executing the final signatures on the Joint Use Committee Agreement, which was approved and signed by the Placentia Library District Board of Trustees at the September 23, 2019 Meeting. Joint Use Committee Updates will remain a standing agenda item.

**ENERGY EFFICIENCY
UPDATE FROM LIBRARY
DIRECTOR CONTRERAS.**

Library Director Contreras presented updates regarding the energy efficiency project. Director Contreras reported out on meeting with Cascade Rooftops and presented a quote provided by Cascade for the fabrication and engineering of the HVAC screen, along with an estimate from a general contractor that would install the screen. The estimated cost for the engineering and fabrication by Cascade would be approximately \$32,000 with an additional estimate of \$17,000 for a general contractor to install it. The overall estimated cost for the project based on the provided quotes would be approximately \$50,000 with a one to two month completion period. The Board recommended the Library Director meet with Public Works Director at the City of Placentia for further input and recommendations.

Moreover, the Board recommended Director Contreras confer with legal counsel regarding Policy 3080, which would allow a bypass of the bid process should the Board choose. Furthermore, Director Contreras has confirmed a meeting with the City of Placentia to discuss and assist with the creation of a Request for Proposal if one is needed. It was noted that the Request for Proposal process will result in a one to two month extension in addition to the one to two month project completion period.

REVIEW OF ACTION ITEMS

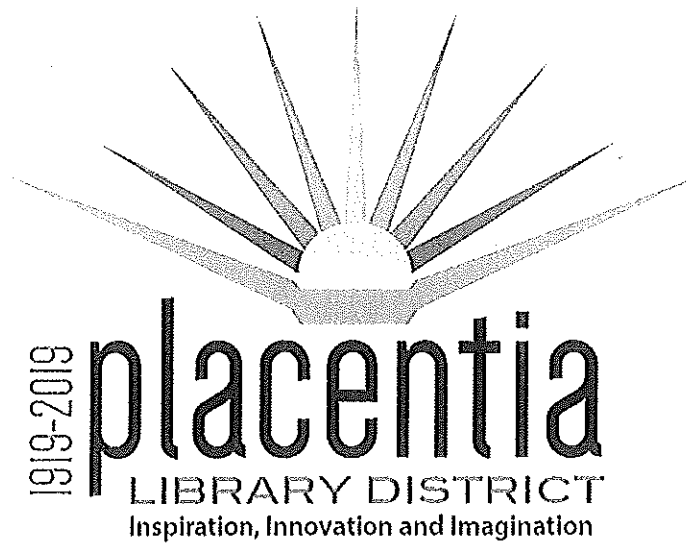
The next Board Meeting will be on February 18th, 2020 at 6:30 p.m. in the History Room. It was requested by the Board to have the Joint Use Committee and HVAC updates as standing agenda items.

ADJOURNMENT

The Board of Trustees Unusual Date Meeting of January 22nd, 2020 was adjourned at 7:41 p.m.

Gayle Carline, President
Library Board of Trustees

Al Shkoler, Secretary
Library Board of Trustees



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Placentia Library District
Check Register
January 2020

Date	Ref No.	Payee	Memo	Payment	Type
01/09/2020	10973	Midwest Tape	Audiobooks/DVDs	3,000.77	Bill Payment
01/09/2020	10974	Baker & Taylor	Books	7,066.17	Bill Payment
01/09/2020	10975	Golden State Water Company	11/20-12/19/19 Services	313.12	Bill Payment
01/09/2020	10976	Republic Services	Waste Container Services 1/1-3/31/20	82.26	Bill Payment
01/09/2020	10977	Cintas	Cleaning supplies	542.62	Bill Payment
01/09/2020	10978	Advantage, Inc.	C21 Pennants	3,349.50	Bill Payment
01/09/2020	10979	Jon Legree	Reimbursement	46.41	Bill Payment
01/09/2020	10980	Monrovia Public Library	"Escape from Vietnam" Book Purchase	10.00	Bill Payment
01/09/2020	10981	Arcelia Janitorial Service	December 2019 services plus carpet cleaning	3,716.00	Bill Payment
01/09/2020	10982	Jeanette Contreras	SAD gift cards	595.96	Bill Payment
01/09/2020	10983	Brea Electric	Troubleshooting outlet and can light power issues	237.50	Bill Payment
01/11/2020	10984	Public Agency Retirement	For payroll on 01/08/20	2,272.20	Bill Payment
01/17/2020	10985	Placentia Library District	For Payroll on 01/22/20	65,000.00	Check
01/17/2020	10986	State of CA - Department of	Fingerprinting services for December 2019	64.00	Bill Payment
01/17/2020	10987	Midwest Tape	Audiobooks/DVDs	6,065.51	Bill Payment
01/17/2020	10988	Baker & Taylor	Books	6,164.89	Bill Payment
01/17/2020	10989	OverDrive	eBooks	11,329.31	Bill Payment
01/17/2020	10990	Dewey Pest Control	Pest Control January through March 2020 Service	141.00	Bill Payment
01/17/2020	10991	White Nelson Diehl Evans LLP	Interlm billing on audit for FY 18-19	7,500.00	Bill Payment
01/17/2020	10992	Republic Services	Recycling Container 12/1-12/31/19	153.63	Bill Payment
01/17/2020	10993	Southern California Edison	12/2-12/31/19 Service	3,538.00	Bill Payment
01/17/2020	10994	SDRMA	Medical for February 2020	22,885.74	Bill Payment
01/17/2020	10995	Cintas	Cleaning Supplies	282.38	Bill Payment
01/17/2020	10996	CALNET3	12/2/19-1/1/20 Service	174.15	Bill Payment
01/17/2020	10997	Wendy Amireh	Holiday Baking program supplies	151.98	Bill Payment
01/17/2020	10998	Michelle Meades	Labyrinth supplies	6.47	Bill Payment
01/17/2020	10999	Brea Trophy and Engraving	Name Plate- Baltierra	17.18	Bill Payment
01/17/2020	11000	Victor Meza.	PTAC Reimbursements	137.96	Bill Payment
01/17/2020	11001	Venessa Faber	Reimbursements	52.12	Bill Payment
01/17/2020	11002	A2 Hosting, Inc.	Web hosting services	335.88	Bill Payment
01/17/2020	11003	Umpqua Bank	Credit Card Purchases 11/29-12/31/19	4,398.07	Bill Payment
01/17/2020	11004	Matthew Goytia	Proctor Refund	50.00	Bill Payment
01/17/2020	11005	Kathy Carn	Program supplies	276.33	Bill Payment
01/17/2020	11006	Recorded Books Inc.	1 Year Zinio Multi Access eService & eMagazine	2,422.09	Bill Payment
01/22/2020	11007	Staples Advantage	Office Supplies	165.26	Bill Payment
01/22/2020	11008	SDRMA	Ancillary Coverage for February 2020	2,153.84	Bill Payment
01/22/2020	11009	U.S. Bank	Facility Lease #ISRF-18-120	18,738.74	Bill Payment
01/22/2020	11010	Remote Pilots	Design services for Crossroads Corner	440.00	Bill Payment
01/24/2020	11011	County of Orange Treasurer	1st 2019-2020 Property Tax Parcel No. 340-312-02	4,728.08	Bill Payment
01/24/2020	11012	County of Orange Treasurer	2nd Installment Property Tax Parcel No. 340-312-02	4,298.26	Bill Payment
01/27/2020	11022	Placentia Library District	For payroll on 02/05/20	60,000.00	Check
01/27/2020	11023	The Placentia Police Department	Alarm Permit (Exp: 12/11/21)	150.00	Bill Payment
01/27/2020	11024	Venessa Faber	Reimbursement: Labyrinth	16.07	Bill Payment
01/27/2020	11025	MD Medical Clinics	Fuentes pre-employment physical	194.00	Bill Payment
01/27/2020	11026	Pitney Bowes Purchase Power	Dec 2019-Jan 2020 Postage	2,616.46	Bill Payment
01/27/2020	11027	Alyssa Stolze	Mileage Reimbursement	16.62	Bill Payment
01/27/2020	11028	Eartel	Phone line services 1/18/20	300.00	Bill Payment
01/27/2020	11029	Baker & Taylor	Books	3,898.94	Bill Payment
01/27/2020	11030	Cintas	Cleaning supplies	686.38	Bill Payment
01/27/2020	11031	Midwest Tape	Audiobooks/DVDs	321.48	Bill Payment
01/27/2020	11032	City of Placentia	Oct & Nov 2019 Shared Costs with the City of Placentia	823.16	Bill Payment

04:38 P.M.
2/06/20
Accrual Basis

Placentia Library District

Check Register

January 2020

01/27/2020	11033	Johnson Controls Security	2/1/20-4/30/20 Recurring Service	788.42	Bill Payment
01/27/2020	11034	SoCalGas	12/17/19-1/16/20 Services	57.03	Bill Payment
01/27/2020	11035	Ingram Inc	Video Games	261.54	Bill Payment
01/27/2020	11036	Time Warner Cable	Services 1/12-2/11/20	67.90	Bill Payment
01/27/2020	11037	Legacy Integrative Solutions	Printer services	799.63	Bill Payment
01/27/2020	11038	Placentia-Yorba Linda Unified	Business Cards- Tolman, Ballierra, Legree, Wnek	56.55	Bill Payment
01/29/2020	11039	Republic Services	Recycling Service 11/01-11/30	151.36	Bill Payment
				<u>254,108.92</u>	

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director
FROM: Fernando Maldonado, Business Manager
SUBJECT: Fund Balance Report through January 2020 for Placentia Library District Fund 9LX with Orange County Treasurer
DATE: February 18, 2020

Fiscal Year 2019-2020	
07/31/2019	2,359,796.20
8/31/2019	1,664,223.95
9/30/2019	768,754.12
10/31/2019	773,383.05
11/30/2019	775,109.08
12/31/2019	782,036.70
01/31/2020	783,463.84
2/28/2020	
3/31/2020	
04/30/2020	
5/31/2020	
6/30/2020	

Fiscal Year 2018-2019	
07/31/2018	2,515,468.78
8/31/2018	2,518,547.43
9/30/2018	2,521,728.47
10/31/2018	2,325,166.55
11/30/2018	2,328,648.65
12/31/2018	2,332,182.94
01/31/2019	2,335,771.87
2/28/2019	2,339,428.02
3/31/2019	2,343,290.63
04/30/2019	2,347,359.46
5/31/2019	2,351,350.88
6/30/2019	2,355,581.68



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Financial Reports through January 2020 for the Placentia Library District Accounts on Deposit with the Orange County Treasurer and the Placentia Library District General Ledger

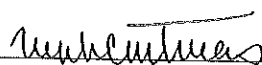
DATE: February 18, 2020

Summary of Cash and Investments as of January 31, 2020

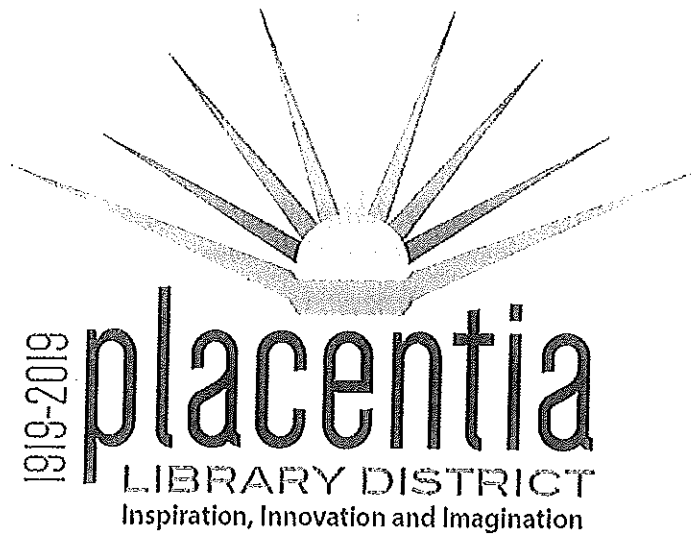
Cash with Orange County Treasurer Fund 9LX	\$783,463.84
General Fund Checking – Bank of the West	\$750,765.29
General Fund Savings – Bank of the West	\$497,345.92
<i>*(Impact Fees in Savings – Restricted)</i>	\$2,806.92
Payroll Checking – Wells Fargo Bank	\$67,249.13
Total Cash and Investments	\$2,098,824.18

*Impact fees accumulated after the Library Centennial Capital Improvement project as of January 01, 2020.

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.

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Jeanette Contreras
Library Director



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PLACENTIA LIBRARY DISTRICT
YTD REVENUE REPORT
As of January 31, 2020

Acct #	DESCRIPTION	BUDGET	YTD ACTUAL	BALANCE	PERCENT % RECEIVED
PROPERTY TAX REVENUE					
4010	Property Taxes - Current Secured	2,356,532	1,635,384	(721,148)	69.4%
4020	Property Taxes - Current Unsecured	74,344	62,449	(11,895)	84.0%
* 4030	Property Taxes - Prior Secured	0	-	0	-
* 4040	Property Taxes - Prior Unsecured	0	-	0	-
4050	Property Taxes - Curr Supplemental	62,511	36,150	(26,361)	57.8%
* 4060	Property Taxes - Prior Supplemental	0	0	0	-
* 4070	Interest on Unapporp Tax	0	0	0	-
4080	Penalties & Costs on Delinq Taxes	0	3,219	3,219	-
4090	Taxes Special Dist Augmentation	17,844	18,577	733	104.1%
* 4180	Other Revenue	9,457	-	(9,457)	0.0%
4190	State - Homeowners Property Tax Relief	0	10,576	10,576	-
* 4191	Asset Sales of the Placentia Successor Agency	64,455	6,362	(58,093)	9.9%
	Sub Total	2,585,143	1,772,717	(812,426)	68.6%
INTEREST REVENUE					
4600	Interest	8,500	32,382	23,882	381.0%
	Sub Total	8,500	32,382	23,882	381.0%
GRANT REVENUE					
4210	State Grants	15,000	4,488	(10,512)	29.9%
4230	Other Grants	20,000	12,864	(7,136)	64.3%
	Sub Total	35,000	17,352	(17,648)	49.6%
MISCELLANEOUS REVENUES					
4420	Newsletter Ads	700	-	(700)	0.0%
4410	PLFF Grants	250,000	244,005	(5,995)	97.6%
* 4430	Other Revenue	0	-	0	-
4440	Centennial Renovation	2,000,000	28,485	(1,971,515)	1.4%
4310	Fines & Fees	20,000	27,493	7,493	137.5%
4320, 4330	Passport/Photos	290,000	95,706	(194,294)	33.0%
4340	Meeting Room Fees	3,000	690	(2,310)	23.0%
4350	Test Proctor	9,500	1,800	(7,700)	18.9%
	Sub Total	2,573,200	398,179	(2,175,021)	15.5%
4500	Impact Fees	50,000	226,724	176,724	453.4%
	TOTAL REVENUES YTD FOR FY 18/19:	5,251,843	2,447,355	(2,804,488)	46.6%
Total Revenue without Renovation Revenue					
		\$3,251,843	\$2,418,870	(\$832,973)	74.4%

*Mathematically unable to divide by zero. Dividing by zero provides a null value.

**PLACENTIA LIBRARY DISTRICT
EXPENDITURES REPORT**

January 31, 2020

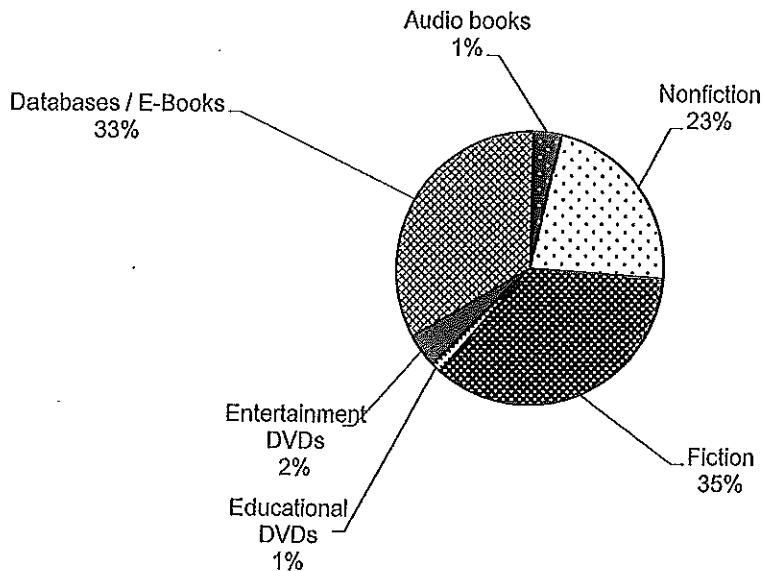
58.33% of the year completed.

ACCOUNT	DESCRIPTION	APPROPRIATIONS	EXPENDED	CURRENT	REMAINDER
SALARIES & EMPLOYEE BENEFITS					
5010, 5020	Salaries & Wages	1,610,149	881,910	0.55	\$728,239
5030	Retirement	62,602	31,445	0.50	\$31,157
5040	Unemployment Insurance	2,500	-	0.00	\$2,500
5050	Health Insurance	268,587	124,487	0.46	\$144,100
5064	Dental Insurance	17,796	6,431	0.36	\$11,365
5060	Life Insurance	9,420	1,921	0.20	\$7,499
5066	AD & D Insurance	6,172	3,608	0.58	\$2,564
5068	Vision Insurance	3,541	1,303	0.37	\$2,238
5090	Employee Assistance Program	5,000	1,422	0.28	\$3,578
5070	Workers' Compensation Insurance	15,894	5,756	0.36	\$10,138
	TOTAL	\$2,001,661	\$1,058,282	0.53	\$943,379
SERVICES & SUPPLIES					
5100	Communications	22,000	13,889	0.63	\$8,111
5170	Household Expenses	25,000	6,473	0.26	\$18,527
5099	Library Insurance	20,000	10,380	0.52	\$9,620
5205	Maintenance Expense	25,000	5,395	0.22	\$19,605
5220-5280, 5160, 5180	Maintenance, Buildings & Improvements	130,000	70,857	0.55	\$59,143
5290	Memberships	10,000	2,378	0.24	\$7,622
5300, 5310, 5350	Office Expenses & Postage	100,000	64,175	0.64	\$35,825
5400	Prof./Specialized Services	219,000	110,542	0.50	\$108,458
5495, 5900, 5910	Programs	150,000	45,145	0.30	\$104,855
5500	Books/Library Materials	265,183	139,259	0.53	\$125,924
5600	Meetings/Professional Development	25,000	20,189	0.81	\$4,811
5700	Mileage/Parking	1,000	416	0.42	\$584
5800	Utilities	35,000	6,806	0.19	\$28,194
	TOTAL	\$1,027,183	\$495,904	0.48	\$531,279
	OPERATING EXPENSES	\$3,028,844	\$1,554,187	0.51	\$1,474,657
FIXED ASSETS & TAXES					
1310	Building & Improvements	\$10,000	-	0.00	\$10,000
1320	Equipment & Furniture	\$48,000	36,541	0.76	\$11,459
6100	Taxes and Assessments	\$15,000	13,203	0.88	\$1,797
	TOTAL	\$73,000	49,744	0.68	\$23,256
CAPITAL PROJECT					
5211	Renovation	\$2,100,000	1,624,602	0.77	\$475,398
	TOTAL	\$2,100,000	1,624,602	0.77	\$475,398
TOTAL BUDGET		\$5,201,844	\$3,228,533	0.62	\$1,973,311
Total Expenses without Renovation Expenses		\$3,101,844	\$1,603,931	0.52	\$1,497,913

Placentia Library District

ACQUISITIONS REPORT FOR FISCAL YEAR 2019-2020 THROUGH THE MONTH OF JAN 2020

	YTD 2019/20	YTD 2019/20	YTD 2019/20	YTD 2018/19	YTD 2018/19	YTD 2018/19
	Amount	Titles	Volumes	Amount	Titles	Volumes
Total Fiction	\$42,506	1831	2062	\$24,487	814	922
Total Non-Fiction	\$27,143	1224	1423	\$6,714	281	481
Total Databases / E-Books	\$40,223	199	0	\$52,588	478	0
Total Audio Books	\$4,150	88	88	\$4,744	102	102
Total Educational DVDs	\$1,395	48	48	\$622	19	19
Total Entertainment DVDs	\$4,920	113	156	\$5,787	163	228
Total Library of Things	\$0	0	0	\$0	0	0
YTD TOTAL MATERIALS	\$120,337	3503	3777	\$94,942	1857	1752
Budget	\$265,183			\$272,000		
% Spent YTD	45%			35%		



ACQUISITIONS REPORT FOR FISCAL YEAR 2019-2020 THROUGH THE MONTH OF JANUARY 2020
Prepared by Katie Matas, Librarian I

Adult Fiction	GENERAL FUND			ADOPT-A-BOOK/GRANT			TOTAL PURCHASED			DONATED			TOTAL ITEMS		
	Amount	Titles	Volumes	Amount	Titles	Volumes	Amount	Titles	Volumes	Value	Titles	Volumes	Amount	Titles	Volumes
	\$22,292	702	748	\$0	0	0	\$22,292	702	748	\$0	0	0	\$22,292	702	748
Total Adult Fiction															
Adult Non-Fiction	\$10,121	481	481	\$0	0	0	\$10,121	481	481	\$0	0	0	\$10,121	481	481
Adult Reference	\$237	6	6	\$0	0	0	\$237	6	6	\$0	0	0	\$237	6	6
Adult Materials	\$1,838	14	40	\$0	0	0	\$1,838	14	40	\$0	0	0	\$1,838	14	40
Total Adult Non-Fiction	\$12,256	501	527	\$0	0	0	\$12,256	501	527	\$0	0	0	\$12,256	501	527
TOTAL ADULT PRINT MATERIALS	\$34,548	1203	1275	\$0	0	0	\$34,548	1203	1275	\$0	0	0	\$34,548	1203	1275
Adult Audio Books	\$4,102	87	87	\$0	0	0	\$4,102	87	87	\$0	0	0	\$4,102	87	87
Adult E-books	\$5,970	110	0	\$0	0	0	\$5,970	0	0	\$0	0	0	\$5,970	0	0
Adult Educational DVDs	\$1,395	48	48	\$0	0	0	\$1,395	48	48	\$0	0	0	\$1,395	48	48
Adult Entertainment DVDs	\$3,737	90	128	\$0	0	0	\$3,737	90	128	\$0	0	0	\$3,737	90	128
Library of Things	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0
TOTAL ADULT NON-PRINT MATERIALS	\$15,204	335	263	\$0	0	0	\$15,204	335	263	\$0	0	0	\$15,204	335	263
TOTAL ADULT MATERIALS	\$49,752	1,538	1,538	\$0	0	0	\$49,752	1,538	1,538	\$0	0	0	\$49,752	1,538	1,538
Teen Fiction	\$1,691	104	104	\$0	0	0	\$1,691	104	104	\$0	0	0	\$1,691	104	104
Total Young Adult Fiction	\$1,691	104	104	\$0	0	0	\$1,691	104	104	\$0	0	0	\$1,691	104	104
Teen Non-Fiction	\$283	13	13	\$0	0	0	\$283	13	13	\$0	0	0	\$283	13	13
Teen Reference	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0
Total Young Adult Non-Fiction	\$283	13	13	\$0	0	0	\$283	13	13	\$0	0	0	\$283	13	13
TOTAL TEEN PRINT MATERIALS	\$1,974	117	117	\$0	0	0	\$1,974	117	117	\$0	0	0	\$1,974	117	117
Teen Audio Books	\$48	1	1	\$0	0	0	\$48	1	1	\$0	0	0	\$48	1	1
Teen E-books	\$1,549	33	0	\$0	0	0	\$1,549	33	0	\$0	0	0	\$1,549	33	0
Teen Games	\$925	13	13	\$0	0	0	\$925	13	13	\$0	0	0	\$925	13	13
TOTAL TEEN NON-PRINT MATERIALS	\$2,422	47	14	\$0	0	0	\$2,422	47	14	\$0	0	0	\$2,422	47	14
Juvenile Fiction	\$18,523	1025	1210	\$0	0	0	\$18,523	1025	1210	\$0	0	0	\$18,523	1,025	1,210
Total Juvenile Fiction	\$18,523	1025	1210	\$0	0	0	\$18,523	1025	1210	\$0	0	0	\$18,523	1,025	1,210
Juvenile Non-Fiction	\$13,954	693	848	\$0	0	0	\$13,954	693	848	\$0	0	0	\$13,954	693	848
Juvenile Reference	\$70	3	3	\$0	0	0	\$70	3	3	\$0	0	0	\$70	3	3
Juvenile Materials	\$590	14	32	\$0	0	0	\$590	14	32	\$0	0	0	\$590	14	32
Total Juvenile Non-Fiction	\$14,604	710	883	\$0	0	0	\$14,604	710	883	\$0	0	0	\$14,604	710	883
TOTAL JUVENILE PRINT MATERIALS	\$33,127	1,735	2,093	\$0	0	0	\$33,127	1,735	2,093	\$0	0	0	\$33,127	1,735	2,093
Juvenile Audio Books	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0
Juvenile E-books	\$964	47	0	\$0	0	0	\$964	47	0	\$0	0	0	\$964	47	0
Juvenile Educational DVDs	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0
Juvenile Entertainment DVDs	\$958	10	15	\$0	0	0	\$958	10	15	\$0	0	0	\$958	10	15
TOTAL JUVENILE NON-PRINT MATERIALS	\$1,922	57	15	\$0	0	0	\$1,922	57	15	\$0	0	0	\$1,922	57	15
TOTAL JUVENILE MATERIALS	\$34,449	1792	2108	\$0	0	0	\$34,449	1792	2108	\$0	0	0	\$34,449	1792	2108
Databases	\$91,740	9	0	\$0	0	0	\$91,740	9	0	\$0	0	0	\$91,740	9	0
E-books	\$8,483	190	0	\$0	0	0	\$8,483	190	0	\$0	0	0	\$8,483	190	0
TOTAL DATABASES / E-BOOKS	\$40,223	199	0	\$0	0	0	\$40,223	199	0	\$0	0	0	\$40,223	199	0
Total Fiction	\$42,506	1831	2062	\$0	0	0	\$42,506	1831	2062	\$0	0	0	\$42,506	1831	2062
Total Databases / E-books	\$27,143	1224	1423	\$0	0	0	\$27,143	1224	1423	\$0	0	0	\$27,143	1224	1423
Total Audio Books	\$40,223	199	0	\$0	0	0	\$40,223	199	0	\$0	0	0	\$40,223	199	0
Total Reference	\$4,150	88	88	\$0	0	0	\$4,150	88	88	\$0	0	0	\$4,150	88	88
Total Educational DVDs	\$1,395	48	48	\$0	0	0	\$1,395	48	48	\$0	0	0	\$1,395	48	48
Total Entertainment DVDs	\$4,920	113	156	\$0	0	0	\$4,920	113	156	\$0	0	0	\$4,920	113	156
Total Library of Things	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0
TOTAL MATERIALS	\$120,337	3503	3777	\$0	0	0	\$120,337	3503	3777	\$0	0	0	\$120,337	3503	3777

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director
FROM: Fernando Maldonado, Business Manager
SUBJECT: Service Revenue Activities Report for January 2020
DATE: February 18, 2020

Net Revenue Summary for January 2020

	Jan-2020	Jan-2019	YTD 2019-2020	YTD 2018-2019
Passport	15,652	16,609	80,981	96,350
Passport Photos	2,916	2,736	14,724	15,989
Test Proctor	300	150	1,800	4,600
Fines & Fees	1,473	2,846	27,493	10,832
Meeting Room	0	0	690	340
Total	20,341	22,341	125,688	128,111



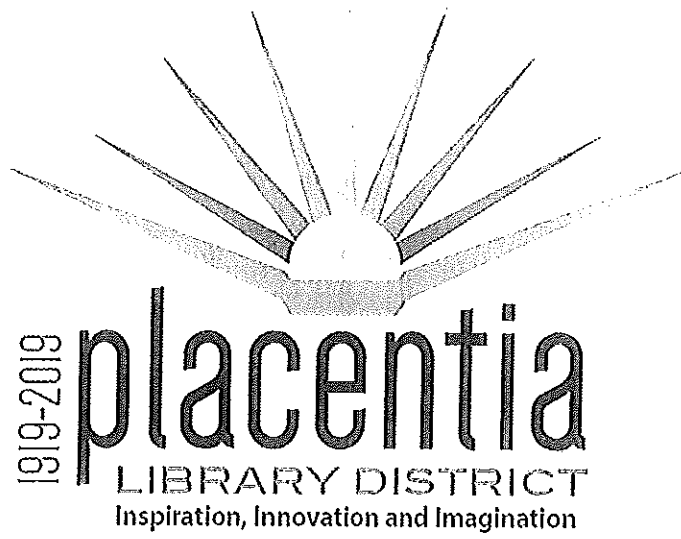
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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director
FROM: Fernando Maldonado, Business Manager
SUBJECT: Personnel Report for January 2020
DATE: February 18, 2020

	Jan-20	Jan-19	YTD 2019-2020	YTD 2018-2019
Separation	0	0	2	2
Retirement	0	0	0	0
Appointments	1	1	7	4
Open Positions	0	0	5	2
Workers' Compensation Leave	0	0	0	0
Total	1	1	14	8

SEPARATION: None
 RETIREMENT: None
 APPOINTMENTS: Angelina Fuentes, Full-Time Library Clerk - Support Services
 OPEN POSITIONS: None



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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 January 2020
DATE: February 18, 2020

<u>CIRCULATION</u>	Jan-20	Jan. 19	Y-T-D	Y-T-D	Y-T-D
			2019-20	2018-19	% change
New Patron Registrations	389	172	2,012	1,529	31.6%
Total Circulation	16,476	8,128	76,313	111,679	-31.7%
Total Active Borrowers*	5,301	6,747			
Attendance	23,583	9,946	103,083	127,666	-19.3%
Registered Card Holders*	50,095	47,156			
Adult Fiction	1,947	798	8,509	9,844	-13.6%
Adult/Teen Nonfiction	1,879	297	7,539	6,196	21.7%
Adult Magazines	9	0	12	393	-96.9%
Adult/Teen Audio Books	220	179	1,180	2,118	-44.3%
Adult DVDs	1,678	1,408	9,699	14,939	-35.1%
Library of Things	27	23	178	189	-5.8%
Teen Fiction	561	167	2,037	3,558	-42.7%
Video Games	307	55	1,447	426	239.7%
Childrens Fiction	7,614	4,322	30,944	45,006	-31.2%
Childrens Nonfiction	1,599	288	8,027	6,236	28.7%
Childrens Magazines	3	0	3	30	-90.0%
Childrens Audio Books	11	0	118	32	268.8%
Childrens DVDs	621	591	5,372	6,447	-16.7%

* YTD % change not applicable.

PATRON COUNT

Gate Count					Hours	Average
January	January	Y-T-D	Y-T-D	Y-T-D	Open	PerHour
2020	2019	2019-20	2018-19	% change		
23,583	8,797	150,113	114,706	31%	253	87.9

PASSPORTS

Jan 2020	SUN	MON	TUES	WED	THURS	FRI	SAT	HOUR TOTALS
9:00		3	3	1	2	5	24	38
10:00		3	4	6	9	12	23	57
11:00		5	8	6	7	16	28	70
12:00		3	9	2	10	14	27	65
1:00	21	4	4	4	8	31	38	110
2:00	15	1	8	11	16	18	38	107
3:00	13	8	6	17	14	15	30	103
4:00	9	10	15	15	15	7	7	78
5:00		12	9	11	8			40
6:00		15	11	10	5			41
7:00			3	6	4			13
DAY TOTALS	58	64	80	89	98	118	215	722

Jan 2020	Jan 2019	Y-T-D 2019-20	Y-T-D 2018-19	Y-T-D % change
722	634	2551	2989	-17%

STAFF ACTIVITY

- Tim and Eric attended Friday Huddles on January 10th, 17th, 24th and 31st.
- Estella attended meetings with Yesenia on January 9th, 14th, 19th, 27th, and 28th.
- Estella attended a Supervisors meeting on January 8th, 15th, 22nd, and 29th.
- Estella attended Circulation meeting on January 16th.
- Estella and Yesenia met with Beatrice on January 28th.
- Estella and Yesenia met with Eric on January 30th.
- Estella and Yesenia met with Robert on January 30th.
- Estella, Laura, Beatrice, Angie, Tim, Danny, Eric, Robert, Christie, and Sandra attended Staff Development Day on January 20th.

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director
FROM: Fernando Maldonado, Business Manager
SUBJECT: City of Placentia - Shared Maintenance Costs through January 2020
DATE: February 18, 2020

CITY OF PLACENTIA INVOICES

PERIOD COVERED FY 2019-2020	INVOICE DATE	SO. CAL EDISON	TURF (Merchants)	GROUNDS (SA Aquatics)	AT&T	FACILITY MAINT	<u>TOTAL</u>
Jul-19	08/19/19	0.00	1,492.67	0.00	10.70	0.00	1,503.37
Aug-19	09/17/19	0.00	1,492.67	232.80	0.00	0.00	1,725.47
Sep-19	*	*	*	*	*	*	*
Oct-19	10/23/19	0.00	1,492.67	232.80	10.66	1,369.89	3,106.02
Nov-19	*	*	*	*	*	*	*
Dec-19	12/12/19	0.00	3,200.80	232.80	17.71	2,794.71	6,246.02
Jan-20	01/15/20	0.00	*	338.71	8.95	*	347.66
Feb-20							
Mar-20							
Apr-20							
May-20							
Jun-20							
	TOTAL	\$0.00	\$7,678.81	\$1037.11	\$48.02	\$4,164.60	\$12,928.54

** City Billing
Not Received*

PERIOD IN FY 2018-2019	INVOICE DATE	SO. CAL EDISON	TURF	GROUNDS	AT&T	FACILITY MAINT	<u>TOTAL</u>
Jul-18	07/26/18	8,222.06	1,258.19	285.00	10.14	0.00	9,775.39
Aug-18	08/27/18	9,438.40		142.50	10.16	0.00	9,591.06
Sep-18	9/18/18	9,300.92	2,985.34	142.50	10.55	0.00	12,439.31
Oct-18	10/15/18	*	1,492.67	*	*	*	1,492.67
Nov-18	11/08/18	11,870.17	1,492.67	142.50	10.30	*	13,515.64
Dec-18	*	*	*	*	*	0.00	*
Jan-19	12/18/18	4,218.28	1,492.67	285.00	20.75	*	6,016.70
Feb-19	02/27/19	2,892.69	1,492.67	*	10.36	*	4,395.72
Mar-19	03/19/19	2,139.23	1,492.67	142.50	10.36	*	3,784.76
Apr-19	04/16/19	2,910.43	1,492.67	142.50	10.36	*	4,555.96
May-19	05/15/19	3,605.50	1,492.67	142.50	*	*	5,240.67
Jun-19	06/19/19	3,110.73	1,492.67	285.00	20.61	*	4,909.01
	TOTAL	\$57,708.41	\$16,184.89	\$1,710.00	\$113.59	0.00	\$75,716.89



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Administration Report for January 2020

DATE: February 18, 2020

Meetings:

- Board of Trustees Meeting: January 22nd
- Weekly Huddles: January 3rd, 10th, 17th, 24th, and 31st
- Chamber of Commerce Director: January 3rd
- Hoopla: January 7th
- Children's Supervisor Meetings: January 7th, 21st, and 28th
- Adults and Teens Supervisor Meetings: January 7th and 21st.
- Supervisor Meetings: January 8th, 12th, 22nd, 29th, and 30th
- Placentia Round Table Women's Club Meeting: January 8th
- Circulation Supervisor Training Meetings: January 9th, 14th, 19th, 27th, and 28th.
- Authors Luncheon Silent Auction Meeting: January 13th
- Placentia Library Friends Foundation Board Meeting: January 13th
- Lunch Meeting with Buzz Administrator: January 15th
- Staff Meetings: January 15th, 28th, and 30th.
- Department Meetings: January 16th
- Special District General Managers Meeting: January 21st, January 23rd
- Placentia Collaborative meeting: January 21st
- All Staff Meeting: January 23rd
- Chamber of Commerce Networking Speaker: January 24th
- City of Placentia Easter Eggcitement Meeting: January 27th
- California Library Association (CLA) Finance Committee: January 29th
- CLA President Conference Call: January 29th
- CLA Board Meeting: January 31st

Facilities:

- Bear State: January 6th and 27th
- Rex Martin Quiet Cool Systems: January 7th
- Packdoor: January 7th, 11th, and 23rd
- Vincor Construction Inc.: January 11th
- Eartel: January 9th, and 13th
- Nutech: January 9th, and 17th
- Brea Electric: January 13th, 23rd, 27th, 28th and 30th
- Johnson Controls Inc.: January 23rd and 24th
- Dewey Pest Control: January 24th

- Elite HVAC: January 27th
- Climate Air Masters: January 27th
- West Coast Arborist: January 28th

Training/Workshops/Conference:

- Staff Development Day: January 20th

Events:

- Excellence in Placentia Gala: January 30th

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director
FROM: Yesenia Baltierra, Assistant Library Director
SUBJECT: Children’s Services Report for January 2020
DATE: February 18, 2020

MONTHLY STATISTICS

Program Statistics

Type of Program	Number of	Total	Number of	Total	Total	Total	Total	Total	% Change	% Change
	Programs	Attendance	Programs	Attendance	Programs	Attendance	Programs	Attendance	Programs	Attendance
	January 2020	January 2020	January 2019	January 2019	Y-T-D 2019-20	Y-T-D 2019-20	Y-T-D 2018-19	Y-T-D 2018-19	Y-T-D 18/19-19/20	Y-T-D 18/19-19/20
Storytime	24	921	6	190	129	5,155	63	2,593	104.76%	98.80%
Educational	14	77	10	144	61	490	74	1,347	-17.57%	-63.62%
Reading	1	35	1	10	8	1,131	12	1,654	-33.33%	-31.62%
The Hangar Makerspace	2	3	0	0	11	83	0	0	N/A*	N/A*
Seasonal	4	8	0	0	10	854	1	200	900.00%	327.00%
Totals	45	1,044	17	344	220	7,688	148	5,687	48.65%	35.19%

*New program category. Yearly comparison data unavailable.

Reference/Computer Usage Statistics

	January 2020	January 2019	Y-T-D 2019-2020	Y-T-D 2018-2019	Y-T-D % change
Reference—in person	452	256	2,527	2,789	-9.39%
Reference--telephone	7	7	76	129	-41.09%
Total Reference	459	263	2,603	2,918	-10.80%
Children's computer usage	505	0	2,732	2,449	11.56%

ACHIEVEMENTS

- Kathy Carn assisted the Children’s SLS Committee on planning and delivering the 2020 OC Performer’s Showcase, which was held on Thursday, January 23rd. Kathy Carn and Lori Worden both attended the Performer’s Showcase.
- Lori Worden wrote an application for the Lunch at the Library grant opportunity, sponsored by the California State Library, on January 29th.

MEETINGS

- Kathy Carn met with Yesenia Baltierra to discuss Children's Services on January 7th and 21st.
- Kathy Carn attended the Supervisors Meeting on January 8th, 12th, 22nd, 29th, and 30th.
- Kathy Carn met with Wendy Amireh and Shellie McCurdy to discuss The Hangar on January 8th, 12th and 29th.
- Kathy Carn attended the SLS Performers Showcase subcommittee meeting on January 8th.
- Deanna White and Kathy Carn met to discuss programming and Children's Services on January 9th and 23rd.
- Ana Balderas and Kathy Carn met to discuss programming and Children's Services on January 14th and 28th.
- Kathy Carn and Yesenia Baltierra met to provide Lori Worden her annual performance review on January 15th.
- Kathy Carn met with Diane Mendoza to discuss the Parenting to Love and Logic Way program on January 16th.
- Venessa Faber met with Kathy Carn to discuss programming and Children's Services on January 22nd.
- Kathy Carn and Yesenia Baltierra met with members of the City of Placentia to discuss Easter Eggcitement and Spring Carnival on January 27th.
- Kathy Carn met with Yesenia Baltierra to discuss Crossroads Corner on January 28th.

PROFESSIONAL DEVELOPMENT

- Lori Worden attended Lunch at the Library workshops presented by the California State Library on January 27th and 28th.

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director
FROM: Yesenia Baltierra, Assistant Library Director
SUBJECT: Adult Services Report for January 2020
DATE: February 18, 2020

MONTHLY STATISTICS

Information Desk Activity	January 2020	January 2019	Y-T-D 2019-20	Y-T-D 2018-19	Y-T-D % change
Information -- in person	1560	1179	7756	9544	-18.73%
Information -- telephone	632	607	3101	4188	-25.96%
Information -- email/chat	10	2	41	29	41.38%
Technology assistance	197	12	698	1344	-48.07%
Guest passes	92	5	511	635	-19.53%
Adult and Children's computer use (desktops)	1547	138	6840	8648	-20.91%
Adult computer usage (desktop)	1144	178	5015	9032	-44.48%
Teen computer usage	237	N/A	1240	N/A	N/A

History Room Activity	January 2020	January 2019	Y-T-D FY2019-20	Y-T-D FY2018-19	Y-T-D % change
History Room Visitors	12	7	78	35	122.86%

Volunteer Hours	January 2020	January 2019	Y-T-D 2019-20	Y-T-D 2018-19	Y-T-D % change
History Room	22.75	17	116.75	104.25	11.99%
PLFF	422.83	379.5	2080.57	2469.25	-15.74%
General Library	241.82	152.75	1061.36	1795.69	-40.89%
Technology	0	0	0	0	N/A
Homework Club	23.5	48.25	111.35	341.25	-67.37%
Adult Literacy Tutors	118.08	127.5	597.56	859.92	-30.51%
PTAC	21.25	48	330	526	-37.26%
Summer Reading Program	0	0	176.53	675.75	-73.88%
Total Volunteer Hours	850.23	773	4474.12	6772.11	-33.93%

Public Services Outreach Activity	January 2020	January 2019	Y-T-D FY2019-20	Y-T-D FY2018-19	Y-T-D % change
Outreach Visits	0	18	9	113	-92.04%
Outreach Attendance	0	427	522	3676	-85.80%

Adult Programs

Type of Program	Number of Programs January	Attendance January	Number of Programs January	Attendance January	Number of Programs FYTD	Attendance FYTD	Number of Programs FYTD	Attendance FYTD	Number of Programs FYTD % change	Attendance FYTD % change
Date	2020	2020	2019	2019	FY1920	FY1920	FY1819	FY1819		
Book Club	1	12	0	0	4	39	2	16	100.00%	143.75%
Computer Workshops	0	0	0	0	0	0	0	0	N/A	N/A
Educational Programs	0	0	0	0	0	0	2	73	-100.00%	-100.00%
Fine Arts Programs	0	0	0	0	3	425	3	341	0.00%	24.63%
Health & Fitness Programs	5	42	0	0	5	42	0	0	100.00%	100.00%
History Room Programming	0	0	0	0	3	23	3	168	0.00%	-86.31%
Home and Lifestyle	0	0	0	0	3	50	0	0	100.00%	100.00%
Literacy Programs	6	87	5	45	28	342	32	394	-12.50%	-13.20%
The Hangar Makerspace	2	5	0	0	18	204	0	0	N/A	N/A
Reading Programs	1	41	1	66	4	159	5	654	-20.00%	-75.69%
Volunteer Programs	1	19	0	0	4	72	4	60	0.00%	20.00%
Totals	16	206	6	111	72	1356	51	1706	41.18%	-20.52%

Literacy	YTD1920	YTD1819	% Change
English Literacy Students	62	50	24.00%
Students Graduated	1	2	-50.00%
English Literacy Tutors	33	42	-21.43%

The Hangar Makerspace	Attendance January	Attendance January	Y-T-D	Y-T-D	Y-T-D
	2020	2019	FY2019-20	FY2018-19	% change
Hangar Open Hour Visitors	99	0	553	0	N/A
Adult/Teen Hangar Programs	5	0	167	0	N/A
Tween Hangar Programs	3	0	20	0	N/A
Family Hangar Programs	0	0	22	0	N/A
Total	107	0	762	0	N/A

Proctored Tests				
January	January	Y-T-D	Y-T-D	Y-T-D
2020	2019	2019-20	2018-19	% change
4	4	41	96	-57%

Teen Programs

Type of Program	Number of Programs January	Attendance January	Number of Programs January	Attendance January	Number of Programs FYTD	Attendance FYTD	Number of Programs FYTD	Attendance FYTD	Number of Programs FYTD % change	Attendance FYTD % change
Date	2020	2020	2019	2019	FY1920	FY1920	FY1819	FY1819		
Collaboratory	0	0	1	14	0	0	3	14	-100.00%	-100.00%
Friday Flicks	0	0	0	0	0	0	7	29	-100.00%	-100.00%
PTAC	1	21	2	34	12	187	13	266	-7.69%	-29.70%
Summer Reading Program	0	0	0	0	1	25	2	122	-50.00%	-79.51%
Teen Misc.	2	14	1	160	3	21	1	160	200.00%	-86.88%
Test	0	0	0	0	0	0	1	14	-100.00%	-100.00%
The Vault	0	0	0	0	1	300	2	167	-50.00%	79.64%
Totals	3	35	4	208	17	533	29	772	-41.38%	-30.96%

ACHIEVEMENTS

- Michelle Meades led the Book Club on January 14th.
- Victor Meza coordinated a PTAC meeting on January 16th.
- Victor Meza coordinated Game On! Thursdays on January 9th and 23rd.
- Sabrina Rosengren coordinated/facilitated an Adult Literacy Tutor Training Workshop on January 25th.
- Sabrina Rosengren coordinated/facilitated an Adult Literacy Potluck on January 22nd.
- Michelle Meades and Victor Meza coordinated a Volunteer Orientation on January 21st.
- Michelle Meades coordinated Family Yoga on January 12th and 26th.
- Michelle Meades coordinated Tai Chi on January 2nd, 9th, 16th, 23rd, and 30th.
- Michelle Meades, Wendy Amireh, Victor Meza, Katie Matas, and Sabrina Rosengren attend the Excellence in Placentia Awards on January 30th.
- Michelle Meades trained a new two SJSU interns.
- Katie Matas trained Estella Wnek on sending out email notifications.
- Shellie McCurdy coordinated Hangar 101 on January 7th.
- Shellie McCurdy coordinated Tinker Time for Families on January 14th.
- Shellie McCurdy coordinated Tinker Tweens on January 21st.
- Shellie McCurdy coordinated Thinker Tinker on January 28th.
- Victor Meza conducted deposits with Alyssa Stolze on January 10th and 30th.

MEETINGS

- Wendy Amireh and Yesenia Baltierra met on January 7th and 21st.
- Wendy Amireh attended the supervisors meeting on January 15th and 29th.
- Wendy Amireh attended Kiwanis meetings on January 9th, 16th, and 23rd.
- Wendy Amireh and Kathy Carn met on January 30th.
- Wendy Amireh and Megan Tolman met on January 7th, 22nd and 25th.
- Wendy Amireh met with Angelina Fuentes on January 22nd.
- Wendy Amireh attended SLS Adult Services meeting on January 14th.
- Michelle Meades met with Wendy Amireh on January 7th, 14th, 21st and 27th.
- Michelle Meades met with the Historical Committee on January 28th.
- Michelle Meades and Katie Matas interviewed an EPP intern for the relabeling project on January 7th.
- Michelle Meades met with Jan Henderson on January 30th.
- Michelle Meades met with Felipe Zambrano to discuss 3rd grade visits to Civic Center on January 15th.
- Michelle Meades attended Library Innovation Lab grant meetings in Sacramento on January 16th and 17th.
- Michelle Meades, Wendy Amireh, Sabrina Rosengren, Katie Matas, Shellie McCurdy and Victor Meza attended the staff meeting on January 23rd.

- Adult and Teen Services staff attended the staff development day on January 20th.
- Michelle Meades met with Angie Fuentes to train her on the History Room and Volunteers on January 27th.
- Sabrina Rosengren and Wendy Amireh met on January 2nd, 9th, 16th, 23rd, 30th.
- Sabrina Rosengren attended SCLLN meeting on January 15th.
- Sabrina Rosengren had phone meeting with CLLS on January 24th.
- Sabrina Rosengren met with Angelina Fuentes on January 28th.
- Sabrina Rosengren met with tutors on January 2nd, 16th, 21st, 25th, and 28th.
- Katie Matas met with Wendy Amireh on January 6th, 13th, 20th and 27th.
- Katie Matas met with Yesenia Baltierra on January 9th, and 28th.
- Victor Meza met with Wendy Amireh on January 10th, 17th, 24th and 31st.
- Victor Meza met with Lori Worden on January 21st.
- Victor Meza met with Shellie McCurdy on January 31st.
- Victor Meza met with Angeline Fuentes to train on Teen Services on January 14th.
- Shellie McCurdy and Wendy Amireh attended Hangar Meetings on January 8th, 15th, 22nd and 29th.

PROFESSIONAL DEVELOPMENT

- Victor Meza and Sabrina Rosengren began the Infopeople course Reference Fundamentals.

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Tim Worden, Emerging Technologies Assistant

SUBJECT: Placentia Library Website & Technology Report for January 2020

DATE: February 18, 2020

<u>On-line database usage</u>	January 2020	Onsite Usage 1/20	Remote Usage 1/20	January 2019	Y-T-D 2019-20	Y-T-D 2018-19	Y-T-D % change
Placentia Library Catalog	N/A	N/A	N/A	11,249	N/A	116,682	N/A
General Reference Center	0	253	36	289	147	820	-82%
Biography In Context	11	419	93	512	702	2,689	-74%
Opposing Viewpoints	39	704	180	884	91	2,347	-96%
Consumer Reports	64	N/A	N/A	194	N/A	760	N/A
Freegal	728	N/A	N/A	898	5,883	6,379	-8%
Heritage Quest	1,200	N/A	N/A	182	4,716	793	495%
Novelist	62	N/A	N/A	23	266	410	-35%
Public Library Core Collection							
Nonfiction	3	N/A	N/A	0	66	88	-25%
Pronunciator	3	N/A	N/A	50	203	170	19%
ABC Mouse	5	N/A	N/A	48	N/A	267	N/A
ABC Mouse - Bring							
Learning Home (new March 2018)	12	N/A	N/A	7	N/A	N/A	N/A
World Book Online							
(new March 2018)	0	N/A	N/A	332	N/A	N/A	N/A
Tumblebooks	78	N/A	N/A	71	1,122	508	121%
Reference USA	Data Not Available	N/A	N/A	237	N/A	1,329	N/A
Enki	5	N/A	N/A	4	38	23	65%
Hoopla	985	N/A	N/A	1151	6,681	7,056	-5%
Overdrive e-books	1,766	N/A	N/A	1,684	8,610	11,446	-25%
Overdrive audio books	1,361	N/A	N/A	1,128	6,123	6,894	-11%
Overdrive e-books -							
Placentia Advantage							
(New March 2018)	905	N/A	N/A	1,198	N/A	N/A	N/A
Overdrive audiobooks -							
Placentia Advantage							
(New March 2018)	1,015	N/A	N/A	991	N/A	N/A	N/A
Tutor.com (New September 2019)	1	N/A	N/A	N/A	N/A	N/A	N/A
Zinio	147	N/A	N/A	36	1,182	627	89%
TOTAL DATABASE USAGE	8,390	1,376	309	21,168	N/A	159,288	N/A

Computer & Online Resource Use					
	January 2020	January 2019	Y-T-D 2018-19	Y-T-D 2018-19	Y-T-D % change
Placentia Residents	806	766	3,341	6,611	-49%
Non-Placentia Residents	588	655	2,517	5,039	-50%
Total	1394	1421	5,858	11,650	-50%

Website Traffic					
	January 2020	January 2019	Y-T-D 2019-20	Y-T-D 2018-19	Y-T-D % change
Website visits	10,138	7,767	64,002	58,903	9%
Page Hits	18,295	14,386	118,884	100,156	19%
Users	5,852	4,339	36,570	31,445	16%
Pages/Session	1.80	1.85	N/A	N/A	N/A
Avg. Session Duration	00:02:17	00:03:04	N/A	N/A	N/A
% New Sessions	75	71	N/A	N/A	N/A

Wifi Use					
	January 2020	January 2019	Y-T-D 2019-20	Y-T-D 2018-19	Y-T-D % change
	1,877	993	N/A	9,748	N/A
Total	1,877	993	N/A	9,748	N/A

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jo-Anne Martin, Trustee

SUBJECT: Adopt Resolution 19-06: A Resolution authorizing participation in the PARS Post-Employment Benefits Trust Program to be administered by Public Agency Retirement Services (PARS), appointing the Board President as the District's Plan Administrator, and authorizing the Board President to execute the documents to implement the Program

DATE: February 18, 2020

BACKGROUND

In 2015, the Government Accounting Standards Board (GASB) issued Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. GASB 75 requires the District to report costs and obligations for post-employment healthcare and other post-employment benefits (called "OPEBs"). The District must also report its net OPEB liability (difference between the total OPEB liability and assets accumulated in an irrevocable trust) on its Financial Statements.

In an effort to help public agencies address and manage their GASB 75 liabilities, the Public Agency Retirement Services (PARS) has sought and received approval from the IRS in the form of a Private Letter Ruling on its Post-Employment Benefits Trust Program. PARS has assembled leading professionals to provide the District with the necessary services required under one program to pre-fund retiree health care liabilities.

This would provide the District with local control over assets, investment by a professional fund management team selected and monitored by the District, with contributions and distributions from the trust determined at the discretion of the District.

The program has been established as a multiple employer trust so that public agencies, regardless of size, can join the program to receive the necessary economies of scale to keep administrative fees low and avoid any setup costs. To properly offset liabilities, funds must be set aside in an exclusive benefit, irrevocable trust that cannot be accessed by creditors in order to be accounted for as assets to reduce the liabilities on the District's financial statements. The trust permits the District, under federal and state law, to invest in a more diversified array of investments to maximize investment returns long term and reduce the District's liabilities.

To date, more than 300 public agencies have adopted programs through PARS to reduce their OPEB liabilities including local agencies such as the City of Fullerton, Yorba Linda Water District, and the Rancho Santiago Community College District.

Expected benefits offered by the PARS Post-Employment Benefits Trust Program to the District include:

- Contributions placed in an exclusive benefit trust can offset unfunded liabilities, which will lower the District's Net OPEB Liability
- Investment flexibility with Section 115 Trust compared to restrictions on general fund investments
- Increased risk diversification of plan assets through different asset management
- Investments can be tailored to the District's unique demographics
- Oversight and control of fund management selection, monitoring of performance and ability to replace fund management based on performance criteria
- Increased flexibility on use of trust assets (i.e., trust assets can be accessed at any time as long as the assets are used to fund the District's OPEB obligations and defray reasonable expenses associated with the program)
- Potential for positive rating agency and investor consideration

PARS has partnered with US Bank to serve as trustee and its sub-adviser HighMark Capital Management, Inc., to provide investment management services for the program.

Attachment A is Resolution 19-06: A Resolution authorizing participation in the PARS Post-Employment Benefits Trust Program to be administered by Public Agency Retirement Services (PARS)

Attachment B is the Administrative Services Contract.

RECOMMENDATIONS

1. Approve the District's establishment of the PARS Post-Employment Benefits Trust Program and authorize Board President Carline to sign all necessary documents; and,
2. Adopt Resolution 19-06: A Resolution authorizing participation in the PARS Post-Employment Benefits Trust Program to be administered by Public Agency Retirement Services (PARS); and,
3. Adoption by a Roll Call Vote.
4. Roll Call Vote.

RESOLUTION NO. 19-06
RESOLUTION OF THE GOVERNING BOARD OF TRUSTEES
OF THE PLACENTIA LIBRARY DISTRICT OF ORANGE COUNTY
APPROVING THE ADOPTION OF THE
PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST
ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)

WHEREAS PARS has made available the PARS Public Agencies Post-Employment Benefits Trust (the "Program") for the purpose of pre-funding OPEB obligations; and

WHEREAS the Placentia Library District of Orange County ("District") is eligible to participate in the Program, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS the District's adoption and operation of the Program has no effect on any current or former employee's entitlement to post-employment benefits; and

WHEREAS the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

WHEREAS the District's funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS the District reserves the right to make contributions, if any, to the Program.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Governing Board of Trustees hereby adopts the PARS Public Agencies Post-Employment Benefits Trust, effective _____; and
2. The Governing Board hereby appoints the Board President or his/her successor or his/her designee as the District's Plan Administrator for the Program; and
3. The District's Plan Administrator is hereby authorized to execute the PARS legal and administrative documents on behalf of the District and to take whatever additional actions are necessary to maintain the District's participation in the Program and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the District's Program.

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA
COUNTY OF ORANGE

Al Shkoler, the Secretary of the Governing Board of Trustees of the Placentia Library District of Orange County, State of California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on the nineteenth day of February 2020 and passed by a _____ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this nineteenth day of February 2020.

Al Shkoler, Board Secretary

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement ("Agreement") is made this ____ day of _____, 2019, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter "PARS") and the [Agency Name] ("Agency").

WHEREAS, the Agency has adopted the PARS Public Agencies Post-Employment Benefits Trust for the purpose of pre-funding OPEB obligations ("Plan"), and is desirous of retaining PARS as Trust Administrator to the Trust, to provide administrative services.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit 1B".
3. **Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets, unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS' standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.
5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge

liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non performance of Services to the extent such non performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
7. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
8. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
9. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS' or Agency's, as the case may be, negligent acts, errors or omissions with respect to the performance of their respective duties hereunder.
10. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.

11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
12. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
13. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
14. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
15. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
- (A) To PARS: PARS, 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
- (B) To Agency: [Agency]; [Agency Address]; Attention: [Plan Administrator Title]
- Notices shall be deemed given on the date received by the addressee.
16. **Term of Agreement.** This Agreement shall remain in effect for the period beginning _____, 2019 and ending _____, 2022 ("Term"). This Agreement may be terminated at any time by giving thirty (30) days written notice to the other party of the intent to terminate. Absent a thirty (30) day written notice to the other party of the intent to terminate, this Agreement will continue unchanged for successive twelve month periods following the Term.
17. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
18. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or

provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.

- 19. **Attorneys Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement the prevailing party herein shall be entitled to receive its reasonable attorney's fees.
- 20. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
- 21. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 22. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

AGENCY:

BY:

Plan Administrator Name

TITLE:

DATE:

PARS:

BY:

Tod Hammeras

TITLE:

Chief Financial Officer

DATE:

EXHIBIT 1A

SERVICES

PARS will provide the following services for the [Agency Name] Public Agencies Post-Employment Benefits Trust:

1. Plan Installation Services:

- (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, actuarial valuation process, funding strategies, benefit communication strategies, data reporting, and submission requirements for contributions/reimbursements/distributions;
- (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
- (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 2 below.

2. Plan Administration Services:

- (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Public Agencies Post-Employment Benefits Trust ("Trustee"), based upon information received from the Agency and the Trustee;
- (B) Performing periodic accounting of Plan assets, reimbursements/distributions, and investment activity, based upon information received from the Agency and/or Trustee;
- (C) Coordinating the processing of distribution payments pursuant to authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
- (D) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope of this Agreement;
- (E) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;
- (F) Preparing and submitting an annual report of Plan activity to the Agency;
- (G) Facilitating actuarial valuation updates and funding modifications for compliance with GASB 45/75;
- (H) Coordinating periodic audits of the Trust;
- (I) Monitoring Plan and Trust compliance with federal and state laws.

3. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

EXHIBIT 1B
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

An annual asset fee shall be paid from Plan assets based on the following schedule:

<u>For Plan Assets from:</u>			<u>Annual Rate:</u>
\$1	to	\$10,000,000	0.25%
\$10,000,001	to	\$15,000,000	0.20%
\$15,000,001	to	\$50,000,000	0.15%
\$50,000,001	and	above	0.10%

Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Trustee and Investment Management Fees are not included.

DRAFT

EXHIBIT 1C
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Executed Legal Documents:
 - (A) Certified Resolution
 - (B) Adoption Agreement to the Public Agencies Post-Employment Benefits Trust
 - (C) Trustee Investment Forms

2. Contribution – completed Contribution Transmittal Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
 - (A) Agency name
 - (B) Contribution amount
 - (C) Contribution date
 - (D) Contribution method (Check, ACH, Wire)

3. Distribution – completed Payment Reimbursement/Distribution Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
 - (A) Agency name
 - (B) Payment reimbursement/distribution amount
 - (C) Applicable statement date
 - (D) Copy of applicable premium, claim, statement, warrant, and/or administrative expense evidencing payment
 - (E) Signed certification of reimbursement/distribution from the Plan Administrator (or authorized Designee)

4. Other information pertinent to the Services as reasonably requested by PARS and Actuarial Provider.

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Travel Authorization for Trustees and the Library Director to Attend the California Special District Association (CSDA) Annual Conference in Palm Desert California, August 24-27, 2020.

DATE: February 18, 2020

BACKGROUND

The California Special District Association (CSDA) Annual Conference will be held in Palm Desert, California from August 24-27, 2020. The expense will be drawn from the General Fund.

Currently, preconference workshops are available in detail, which include General Manager and Governance focused workshops related to practical career development for senior executives and emerging leaders in special districts. This action oriented workshop includes group and panel discussions on the journey, roles and skill sets of a general manager, identifying GM opportunities including positioning yourself for executive recruitment, developing positive relations with the board, staff and peer agency executives, and leadership practices

Governance Foundations, an additional preconference offered workshop, is the first of four modules and the core of the Special District Leadership Academy series, providing the basic information needed by board members, general managers, and staff to build an effective and functional governance team. This course teaches the foundational knowledge and skills that identify and define the essential building blocks of a successful board, focusing on the critical elements of governance: effective trustees, board mindset, structure, process and protocols, individual/team standards, board's role and responsibilities.

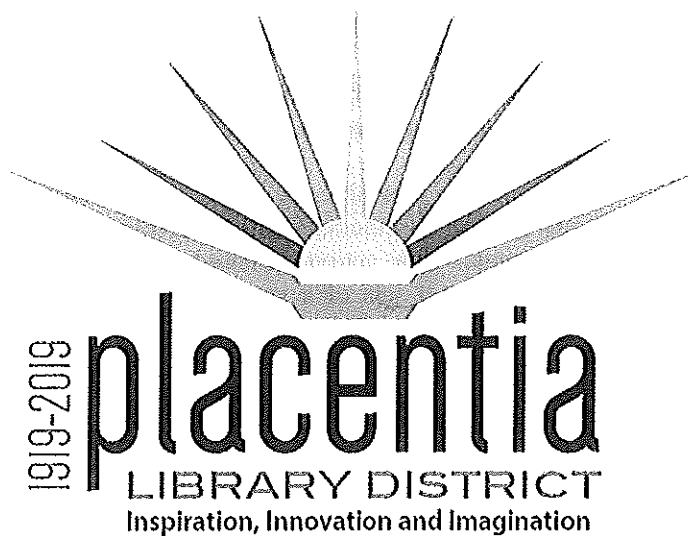
Additionally, there is a preconference workshop "The Board and GM Working Together", which aims to optimize District performance by providing a systematic five-step approach to do so. The five steps that will be presented in detail are:

- A Frank Assessment of District Position, Status and Outlook
- A Realistic Look at Communications between the Board and GM
- An Honest Appraisal of the Third Rails of your Organizational Model
- Policies that Support Best Practices
- Clearly Setting the Organizational Vector

Fiscal Impact: \$1,500 per attendee in addition to preconference fees.

RECOMMENDATIONS

1. Motion to Authorize Trustees and the Library Director to attend the California Special District Association (CSDA) Annual Conference in Palm Desert, California, August 24-27, 2020.
2. Motion to authorize travel request by a roll call vote.
3. Roll Call Vote.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: California Special Districts Association (CSDA) Board of Directors Call for Nominations, Seat B and C.

DATE: February 18, 2020

BACKGROUND

CSDA is currently looking for Board Members and General Managers for its Board of Directors for the 2020-2022 for Seat B and 2021-2023 for Seat C. The current representative for the Southern Network for Seat C is Arlene Schafer, Director of the Costa Mesa Sanitary District who is running for re-election.

Discuss and determine interest from board members.

Attachment A is the memorandum from CSDA for Nominations for Seat B.

Attachment B is the memorandum from CSDA for Nominations for Seat C.

RECOMMENDATION

Actions to be determined by the Library Board of Trustees.



California Special
Districts Association
Districts Stronger Together

DATE: January 22, 2020

TO: CSDA Voting Member Presidents and General Managers – Southern Network

FROM: CSDA Elections and Bylaws Committee

SUBJECT: CSDA BOARD OF DIRECTORS VACANCY –
CALL FOR NOMINATIONS: SEAT B – SOUTHERN NETWORK

The CSDA Elections and Bylaws Committee is looking for independent special district Board Members or their General Managers from the Southern Network who are interested in leading the direction of the California Special Districts Association for the remainder of the 2020 - 2022 term, Seat B which is currently vacant.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the Southern Network (see attached CSDA Network Map).

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the summer/fall.
*(CSDA does **not** reimburse travel related expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event, however registration fees are covered)*
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.
*(CSDA does **not** reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).*

- Complete Annual Chief Executive Officer Evaluation.

Nomination Procedures: Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is March 6, 2020. Nominations and supporting documentation may be mailed or emailed.

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814
E-mail: amberp@csda.net

Once received, nominees will receive a candidate's letter in the mail. The letter will serve as confirmation that CSDA has received the nomination.

CSDA Southern Network Board Members will conduct interviews of candidates that submitted nominations on March 9 – 13, 2020.

A Board appointment recommendation will be submitted by CSDA Southern Network Board Members for consideration by the full Board on March 27, 2020.

The newly appointed Board Member for the Southern Network Seat B will take office April 1, 2020.

If you have any questions, please contact Amber Phelen at amberp@csda.net.



California Special
Districts Association
Districts Stronger Together

**2020-2022 BOARD APPOINTMENT
FOR SEAT B SOUTHERN NETWORK
NOMINATION FORM**

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: SOUTHERN

District Telephone: _____

Candidate Direct Telephone: _____

Best Time to Arrange a Call: AM PM

Monday Tuesday Wednesday Thursday Friday Saturday

E-mail: _____

Nominated by (optional): _____

**Return this form and a Board resolution/minute action supporting the candidate
and Candidate Information Sheet by mail or email to:**

CSDA
Attn: Amber Phelen
112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732 (916) 442-7889 fax
amberp@cda.net

DEADLINE FOR RECEIVING NOMINATIONS – March 6, 2020



California Special
Districts Association
Districts Stronger Together

**2020-2022 CSDA BOARD APPOINTMENT
SEAT B SOUTHERN NETWORK
CANDIDATE INFORMATION SHEET**

The following information **MUST** accompany your nomination form and Resolution/Minutes:

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

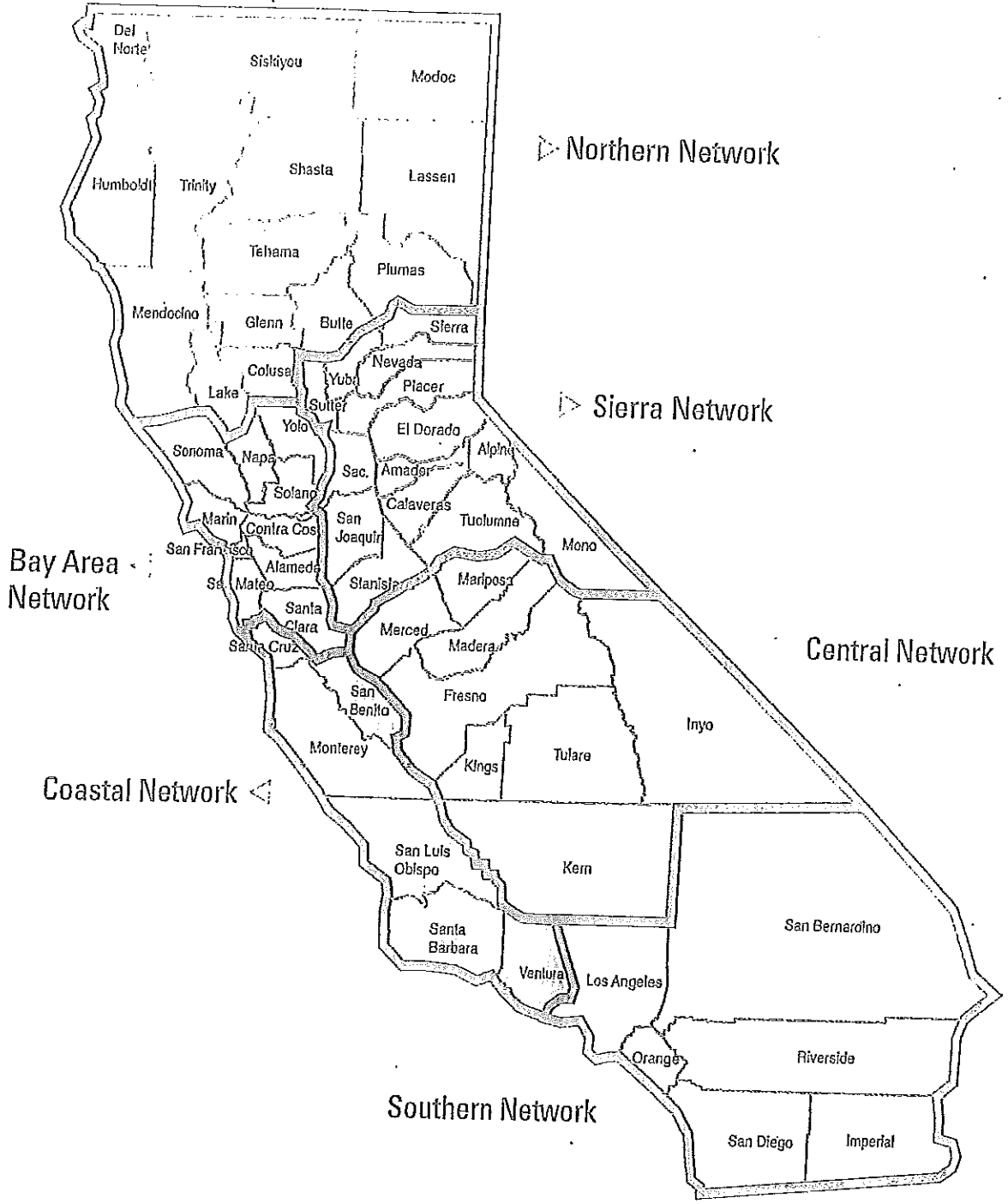
3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

****Additional Candidate Statement – Please provide an additional statement that includes any personal or professional information that will assist the Board of Directors in making their selections. The preferred formatting for the statement is to be typed with 1-inch margins, 1.5 spacing, 12 pt. Times New Roman font, and no more than 2 pages.**



California Special Districts Association
DISTRICT NETWORKS





California Special
Districts Association

Districts Stronger Together

DATE: January 27, 2020

TO: CSDA Voting Member Presidents and General Managers

FROM: CSDA Elections and Bylaws Committee

SUBJECT: CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
SEAT C

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2021 - 2023 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent. (See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.
*(CSDA does **not** reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event, however does comp registration for the two events)*
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.
*(CSDA does **not** reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).*

AGAIN, THIS YEAR!

This year we will be using a web-based online voting system, allowing your district to cast your vote easily and securely. *Electronic Ballots will be emailed to the main contact in your district May 25, 2020. All votes must be received through the system no later than 5:00 p.m. July 10, 2020.*

Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail Amberp@csda.net by March 26, 2020 in order to ensure that you will receive a paper ballot on time.

CSDA will mail paper ballots on May 25, 2020 per district request only. ALL ballots must be received by CSDA no later than 5:00 p.m. July 10, 2020.

The successful candidates will be notified no later than July 14, 2020. All selected Board Members will be introduced at the Annual Conference in Palm Desert, CA in August 2020.



2021-2023 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: _____ (see map)

Telephone: _____
(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE DIRECTLY)

Fax: _____

E-mail: _____

Nominated by (optional): _____

Return this form and a Board resolution/minute action supporting the candidate and Candidate Information Sheet by mail, or email to:

CSDA
Attn: Amber Phelen
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732 (916) 442-7889 fax
amberp@csla.net

DEADLINE FOR RECEIVING NOMINATIONS – March 26, 2020



2021-2023 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

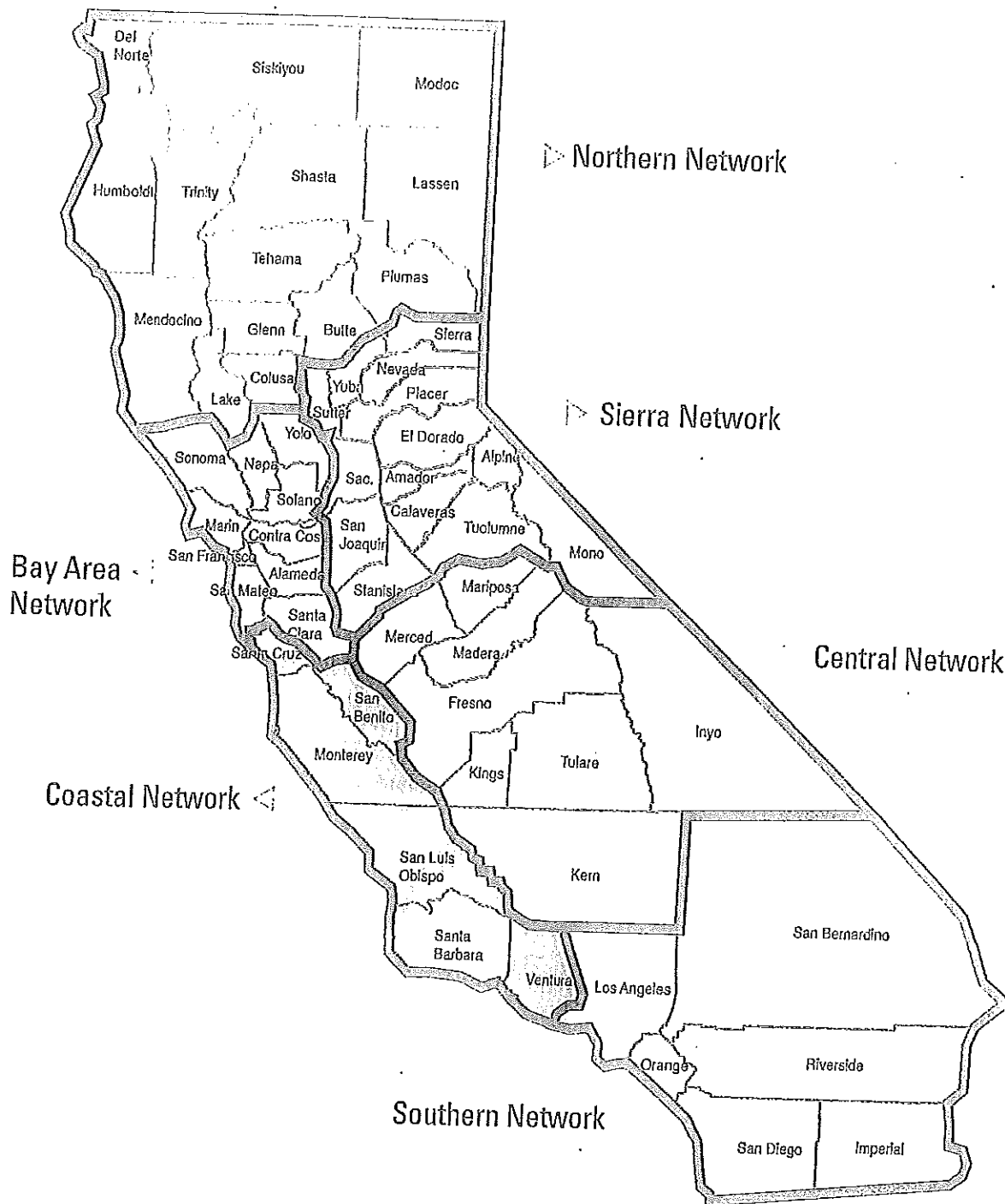
3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 26, 2020 will not be included with the ballot.**



California Special Districts Association
DISTRICT NETWORKS





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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees
FROM: Jeanette Contreras, Library Director
SUBJECT: Discuss the Orange County LAFCO's Appointment Schedule
DATE: February 18, 2020

BACKGROUND

The Placentia Library District received a letter from LAFCO's Executive Director, Carolyn Emery, regarding the upcoming appointment for the Orange County LAFCO Regular Special District Member Seat.

The seat is currently held by Mr. James Fisler, whose term will expire on June 30, 2020.

LAFCO will accept nominations by 3pm on April 24, 2020 with ballot due by 3pm on June 8, 2020.

Attachment A is the letter from Carolyn Emery.

RECOMMENDATION

Determine if any Trustees are interested in submitting nominations for the Orange County LAFCO Special District Member seat.



ORANGE COUNTY

January 22, 2020

REGULAR MEMBERS

CHAIR
CHERYL BROTHERS
CITY MEMBER

VICE CHAIR
DOUGLASS DAVERT
SPECIAL DISTRICT MEMBER

IMMEDIATE PAST CHAIR
DEREK J. MCGREGOR
PUBLIC MEMBER

LISA BARTLETT
COUNTY MEMBER

DR. ALLAN BERNSTEIN
CITY MEMBER

JAMES FISLER
SPECIAL DISTRICT MEMBER

DONALD P. WAGNER
COUNTY MEMBER

Saundra Jacobs
ISDOC President
P.O. Box 20895
Fountain Valley, CA 92728

SUBJECT: Appointment for the Orange County LAFCO Regular
Special District Member Seat

Dear Ms. Jacobs,

This letter serves as formal notice that the term for the Orange LAFCO Regular Special District Member seat, currently held by James Fidler, expires June 30, 2020. In accordance with the Special District Selection Committee Bylaws, the appointment process is conducted by mailed ballot. A schedule of key events and responsibilities for the appointment process for this seat is outlined below:

ALTERNATES

WENDY BUCKNUM
CITY MEMBER

KATHRYN FRESHLEY
SPECIAL DISTRICT MEMBER

LOU PENROSE
PUBLIC MEMBER

MICHELLE STEEL
COUNTY MEMBER

Appointment Process Schedule for OC LAFCO Regular Special District Seat (Exp. 30, 2020)	
DATE	EVENT
March 23, 2020	OC LAFCO Executive Officer emails notification letters with nomination forms and Declaration of Qualification to Vote to independent special district presiding officers and special district general managers.
April 24, 2020 (3 PM)	Deadline for submitting nominations and Declaration of Qualification to Vote for the Regular Special District member is due to OC LAFCO by 3:00p.m.*
May 4, 2020	Ballot is emailed to all special district presiding officers/designees.
June 8, 2020 (3 PM)	Ballot is due to OC LAFCO by 3:00 p.m.
June 15, 2020	OC LAFCO staff (or designee) tabulates ballots and announces results.
July 8, 2020	Oath of office administered (Commission Hearing).

* Pursuant to Government Code Section 56332(c)(1), if only one candidate is nominated for a vacant seat, that candidate shall be deemed selected with no further proceedings.

STAFF

CAROLYN EMERY
EXECUTIVE OFFICER

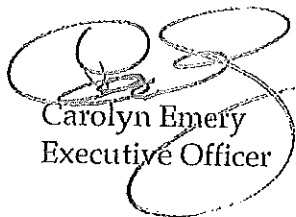
Should you have any questions, please contact our Commission Clerk Cheryl Carter-Benjamin at (714) 640-5100 or by email at ccarter-benjamin@oclafco.org.

Appointment for the Orange County LAFCO Regular Special District Member Seat

January 22, 2020

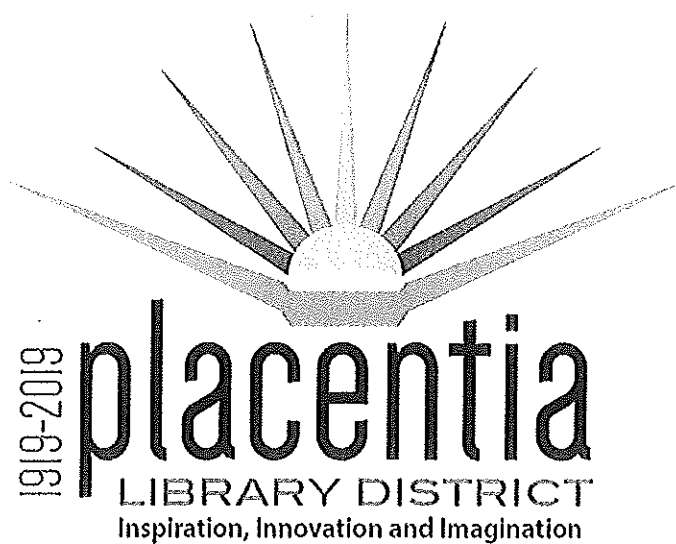
Page 2 of 2

Sincerely,



Carolyn Emery
Executive Officer

cc: Chair, OC LAFCO
Special District Presiding Officers
Special District General Managers



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Discussion of the HVAC Equipment Screen and Enclosure Project

DATE: February 18, 2020

BACKGROUND

At the Library Board of Trustees January 22, 2020 Unusual Date meeting, the Board recommended that Director Contreras meet with the City of Placentia's Public Works Director for assistance in the development of a Request for Proposal (RFP) for a HVAC equipment screen. Additionally, Director Contreras was to confer with District counsel regarding Policy 3080 and the bid process requirement.

After discussions with the City of Placentia and the District's counsel, it is recommended that the District proceed with an RFP for materials and labor with a HVAC equipment screen and enclosure.

Attachment A is an RFP draft for the HVAC Equipment Screen and Enclosure Project.

RECOMMENDATIONS

1. Review and approve the draft RFP as a first reading; and,
2. Authorize Director Contreras to work with District Counsel to finalize; and,
3. With review and approval from District Counsel, post RFP on February 21, 2020.

PLACENTIA LIBRARY DISTRICT



**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
HVAC EQUIPMENT SCREEN AND ENCLOSURE PROJECT**

DISTRICT PROJECT NO. PLD-2020-01

All Questions Regarding This Project Are to Be Directed To:

**Ms. Jeanette Contreras
Library Director
Placentia Library District
(714-528-1906, ext. 203
jcontreras@placentialibrary.org**

February 18, 2020

PLACENTIA LIBRARY DISTRICT
CONTRACT DOCUMENTS AND SPECIFICATIONS
HVAC EQUIPMENT SCREEN AND ENCLOSURE PROJECT
PROJECT NO. PLD-2020-01

By: _____
Jeanette Contreras, Library Director February 18, 2020

Sealed bids will be received at 411 East Chapman Avenue, Placentia, CA 92870 until **2:00 P.M., March 19, 2020** in the office of the Library Director of the Placentia Library District for the performance of the services described herein.

Bid opening will take place at 3:00 P.M., March 19, 2020 in the Placentia Library District History Room.

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PART I
NOTICE INVITING SEALED BIDS AND INFORMATION TO BIDDERS
PLACENTIA LIBRARY DISTRICT
NOTICE INVITING SEALED BIDS
FOR HVAC EQUIPMENT SCREEN AND ENCLOSURE
PROJECT NO. PLD-2020-01

RECEIPT OF BIDS: Sealed bids will be received at the office of the Director of the Placentia Library District, 411 East Chapman Avenue, Placentia, California 92870, until **2:00 p.m., March 19, 2020**, for the furnishing of all labor and materials and equipment for the HVAC Equipment Screen and Enclosure Project and other incidental and appurtenant work. Bids must be made on a form provided for that purpose, addressed to Jeanette Contreras, Library Director, Placentia Library District, 411 East Chapman Avenue, Placentia, California 92870 and "DO NOT OPEN-Bid for the Library Interior Improvement Project" shall appear on the envelope of each sealed bid and each sealed envelope. No bid will be considered from a Contractor who is not licensed at least at Class B contractor at time of award in accordance with the provisions of the Contractor's License Law (California Business and Professions Code, Section 7000 et seq.) and rules and regulations adopted pursuant thereto or to whom a bid form has not been issued by the Placentia Library District ("District"). The bids will be publicly opened and read at the District, 411 East Chapman Avenue, Placentia, California 92870, at 3:00 p.m., March 19, 2020 in the History Room.

DESCRIPTION OF WORK: The work to be performed or executed under these Contract Documents and Specifications consists of and includes the interior renovation of the Placentia Library; and other incidental and appurtenant work necessary for the proper construction of the contemplated improvements, as further set forth in detail in the Plans and Specifications for PLD-2020-01 ("Specifications") for the HVAC Equipment Screen and Enclosure Project (hereafter, "Project").

COMPLETION OF WORK: All work shall be completed within ninety (90) calendar days after the Notice to Proceed is issued by the District. Anticipated issuance of the Notice to Proceed is March 25, 2020, which would result in a completion date of June 25, 2020.

PLD may require alternative work hours due to specific individual project conditions when necessary. Work will not be performed beyond hours specified herein or on Saturdays, Sundays or holidays unless authorized in advance by the Library Director to meet special requirements.

PLD Operating Hours		PLD Observed Holidays:	
Monday-Thursday	9am - 8pm	Easter	April 12, 2020
Friday & Saturday	9am – 5pm	Memorial Day	May 25, 2020
Sunday	1pm – 5pm	Fourth of July	July 4, 2020

PRE-BID CONFERENCE/OBTAINING CONTRACT DOCUMENTS: The mandatory pre-bid conference shall be conducted on February 20, 2020 at 11 a.m. at the site. The Contract Documents and Specifications are to be downloaded from the District's website (www.placentialibrary.org). Please contact Jeanette Contreras if you need assistance downloading the contract documents. The contract documents will be available beginning February 18, 2020, at 11:00 a.m.

PLD will provide reasonable access to the project site for Bidders during the proposal preparation period to verify and evaluate existing conditions. Should a Bidder anticipate requiring additional project site access, it shall provide PLD with no less than four (4) days' notice.

PREVAILING WAGE RATE: The Project is a public works project as defined by the California Labor Code. As required by the California Labor Code, Section 1770 et seq. the District incorporates herein by reference the general prevailing rate of per diem wages as determined by the Director of Industrial Relations of the State of California. Prevailing wage rates are available on the California Department of Industrial Relations website. In accordance with the Labor Code, no workman employed upon work on this Project shall be paid less than the above referenced prevailing wage rate. A copy of said rates shall be posted at each job site during construction.

Contractor and any of its subcontractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, which precludes the award of a contract for a public work on any public works project awarded after April 1, 2015, to unregistered contractors.

DISTRICT'S RIGHTS RESERVED: The District reserves the right to reject any and all bids, should it deem this necessary for the public good, and also the bid of the bidder who has been delinquent or unfaithful in any former contract with the Placentia Library District. No bidder may withdraw his bid for a period of ninety (90) days after the date of the bid opening.

BID AWARD: Subject to the reservations noted above, the contract will be awarded to the lowest responsible bidder in accordance with State law.

INFORMATION FOR BIDDERS

1. **PREPARATION OF BID FORM:** The Placentia Library District ("District") invites bids on the form attached to be submitted at such time and place as is stated in the Notice Inviting Sealed Bids. All blanks on the bid form must be appropriately filled in. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that the bid is received in the proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. **BID GUARANTEE:** Each bid shall be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of not less than ten percent (10%) of the amount stated in the bid. Said check or bond shall be made payable to the Placentia Library District and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within ten (10) days after written notice of the award and will furnish the necessary bonds as hereinafter provided. In case of refusal or failure to enter said contract, the check or bond, as the case may be, shall be forfeited to the District. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the District, which is bound herein, and is properly filled out and executed.
3. **SIGNATURE:** The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder.
4. **MODIFICATIONS:** Changes in or addition to the bid form, recapitulations of the work bid upon, alternative bids or any other modifications of the bid form which is not specifically called for in the Contract Documents and Specifications may result in the District's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered. The bid submitted must not contain any erasures, interlineation, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.
5. **DISCREPANCIES WITHIN A BID:** In case of discrepancy between words and figures, the words shall prevail. If the amounts bid on individual items (if called for) do not in fact add to the total amount shown by the bidder, the correctly added total of the individual items shall prevail over the total figure shown. The estimated quantities and amounts are for the purpose of comparison of bids only. The District reserves the right to reject any or all bids and to waive any irregularity or informality in any bid to the extent permitted by law.
6. **BIDDER'S EXAMINATION OF SITE:** Each bidder shall examine carefully the site of the proposed work and the Contract Documents and Specifications therefore. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered as to the character, quality, and quantity of materials to be furnished, and as to the requirements of the contract, specifications and drawings. The name of the individual who examined the site of the work and the date of such examination shall be stated in the bid.

By submitting a bid, the bidder will be held to have personally examined the site and the drawings, to have carefully read the Contract Documents and Specifications, and to have satisfied himself as to his ability to meet all the difficulties attending the execution of the proposed contract before the

delivery of his bid, and agrees that if he is awarded the contract, he will make no claim against the District based on ignorance or misunderstanding of the Contract Documents and Specifications.

7. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid either personally, by written request, or by e-mail, which is received by the Library Director Jeanette Contreras confirmed in the manner specified above prior to the scheduled closing time for receipt of bids.
8. INSURANCE AND BONDS: The Contractor shall not commence work under the contract until he has secured all insurance and bonds required under this section and as required in the contract, nor shall he allow any subcontractor to commence work on this subcontract until all similar insurance issued in compliance with this section shall be issued in the form, and be an insurer of the insurers, satisfactory to and first approved by the District in writing. Certificates of Insurance in the amounts required and an additional insured endorsement or copy of the policy evidencing same, shall be furnished by the Contractor to the District prior to the commencement of work.

The Contractor shall maintain adequate Workmen's Compensation Insurance under the laws of the State of California for all labor employed by him or by any subcontractor under him who may come within the protection of such Workmen's Compensation Insurance laws.

The Contractor shall maintain public liability insurance to protect said Contractor and the District against loss from liability imposed by law, for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly or indirectly from the performance or execution of this contract or any subcontract thereunder, and also to protect said Contractor and the District against loss from liability imposed by law, for damage to any property. Damage insurance shall be maintained by the Contractor in full force and effect during the entire period of performance under this contract, in the amount of not less than \$2,000,000 for any person injured and in the amount of not less than \$500,000 with respect to any property damage.

The Contractor shall secure with a responsible corporate surety, or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor of all requirements under the contract and upon the payment of claims of materials, men and laborers thereunder. The Faithful Performance Bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payment to be made under the contract computed on the basis of the prices stated in the bid. The Labor and Material Bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.

9. INTERPRETATION OF CONTRACT DOCUMENTS AND SPECIFICATIONS: If any person contemplating submitting a bid for the proposed work is in doubt as to the true meaning of any part of the Contract Documents and Specifications, or finds discrepancies in, or omissions from same, he may submit to the District a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents and Specifications will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract document. No person is authorized to make any oral interpretation of any provision in the Contract Documents and Specifications to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.

10. DISQUALIFICATION OF BIDDERS: More than one bid from an individual, firm partnership, corporation, or association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future bids.

No award will be made to any bidder who cannot give satisfactory assurance as to his ability to carry out the contract, both from his financial rating and by reason of his previous experience as a Contractor on work of the nature contemplated in the Contract. The bidder may be required to submit his record of work of similar nature to that proposed under the Specifications, and unfamiliarity with the type of work may be sufficient cause for rejection of the bid.

11. INELIGIBLE SUBCONTRACTORS: The successful bidder shall be prohibited from performing work on this Project with a subcontractor who is ineligible to perform work on the Project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

12. AWARD OF CONTRACT: No bid will be considered from a Contractor who is not licensed as a Class B contractor at time of award in accordance with the provisions of the Contractor's License Law (California Business and Professions Code, Section 7000 et seq.) and rules and regulations adopted pursuant thereto or to whom a bid form has not been issued by the Placentia Library District. The award, if made, will be made within ninety (90) calendar days after the opening of the bids; provided that the award may be made after said period if the successful bidder shall not have given the District written notice of the withdrawal of his bid.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid, subject to the requirements of Public Contract Code §4104, or engage in the performance of any contract for public work, as defined in the Public Contract Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code §1771.1 for an unregistered contractor to submit a bid that is authorized by Business and Professions Code § 7029.1 or by Public Contract Code §§ 10164 and 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code § 1725.5 at the time the contract is awarded.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Contractor is required to post the job sits as prescribed by regulation pursuant to Labor Code § 1771.4 and all contractors must secure the payment of compensation to its employees pursuant to Labor Code § 1869.

13. ALTERNATES: If alternate bids are called for, the contract may be awarded at the election of the District's Board to the lowest responsible bidder on the base bid, or on the base bid and any alternate(s) specified in the Contract Documents and Specifications.
14. COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder including

qualifications, references, proper licensing, adequate workforce and experience for the performance of the work covered by the bid.

15. QUALIFICATION OF BIDDERS: Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on the EXPERIENCE STATEMENT form provided.

EXPERIENCE STATEMENT

To be responsive, the bidder must list below a minimum of two companies or public agencies for which bidder has provided similar work with HVAC equipment screen and enclosure projects and thereof performed within California within the past ten years.

1. Project Title _____
Contract Amount _____
Type of Work _____
Client _____
Agency Project Manager _____ Phone _____
Date Completed _____ % Subcontracted _____

2. Project Title _____
Contract Amount _____
Type of Work _____
Client _____
Agency Project Manager _____ Phone _____
Date Completed _____ % Subcontracted _____

3. Project Title _____
Contract Amount _____
Type of Work _____
Client _____
Agency Project Manager _____ Phone _____
Date Completed _____ % Subcontracted _____

NOTE: If requested by the District, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature _____

Bidder qualifications called for to be submitted at time of bid include, but are not necessarily limited to:

1. The Contractor shall have held a California Contractors License for a minimum of five (5) continuous years prior to the bid opening date for this Project. The license used to satisfy this requirement shall be of same type required by the contract.
 2. License classification shall be as required by the contract specifications.
 3. The Contractor shall perform at least 50% of the contract price with its own forces.
16. LISTING SUBCONTRACTORS: Each bidder shall submit a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Government Code Section 4100 and following). Forms for this purpose are furnished with the contract documents. The name and location of business of any subcontractor who will perform work exceeding 1/2 of 1% of the prime contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater, must be submitted with the bid. Any other information regarding the foregoing subcontractors that is required by District to be submitted may be submitted with the bid, or may be submitted to District up to 24 hours after the deadline established herein for receipt of bids. The additional information must be submitted by the bidder to the same address and in the same form applicable to the initial submission of bid.
17. WORKER'S COMPENSATION: In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall secure the payment of compensation to his employees. The Contractor shall sign and file with the District the following certificate prior to performing the work under the contract: **"I am aware of the provisions of Section 3700 of the Labor Code which require compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."** The form of such certificate is included as part of these Contract Documents and Specifications.
18. BID DEPOSIT RETURN: Deposits of three or more low bidders, the number being at the discretion of the District, will be held for ninety (90) days or until posting by the successful bidder of the Bonds required and return of executed copies of the contract, whichever first occurs, at which time the deposits will be returned after consideration of the bids.
19. EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the District in substantial form to the agreement form provided herein, and shall secure all insurance and bonds as herein provided within ten (10) days from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the forfeiture of the bid guarantee.

If the successful bidder refuses or fails to execute the contract, the District may award the contract to the next lowest responsible bidder or re-advertise. On the failure or refusal of the lowest responsible bidder or next lowest responsible bidder to execute the contract, such bidder's guarantees shall be likewise forfeited to the District.

20. "OR EQUAL": Pursuant to Division 5, Chapter 4, Article 4 (commencing at Section 4380) Government Code, all Specifications shall be deemed to include the words "or equal", provided however that permissible exceptions hereto shall be specifically noted in the Specifications.
21. EMPLOYMENT OF APPRENTICES: The Contractor and all subcontractors shall comply with the provisions in Sections 1777.5, (Chapter 1411, Statutes of 1968), and 1777.6 of the California Labor Code concerning the employment of apprentices. The Contractor and any subcontractor shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code section, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.
22. EVIDENCE OF RESPONSIBILITY: Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources and construction experience.
23. WAGE RATES: The Contractor and/or subcontractor shall pay wages as indicated in the "Notice Inviting Sealed Bids" section of the Contract Documents and Specifications. The Contractor shall forfeit as penalty to the District, two hundred dollars (\$200.00) for laborers, workmen, or mechanics employed for each calendar day, or portion thereof, if such laborer, workman or mechanic employed is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of Labor Code, and in particular, Sections 1770 to 1781 inclusive. Copies of all collective bargaining agreements relating to the work as set forth in the aforementioned Labor Code are on file with the Department of Industrial Relations, Division of Labor Statistics and Research.
24. PERMITS, FEES AND LICENSES: The Contractor shall possess a valid business license as required by the City of Placentia, prior to the issuance of the first payment made under this Contract.
25. TIME OF COMPLETION AND LIQUIDATED DAMAGES: Bidder must agree to commence work on or before the date of written "Notice to Proceed" of the District and to fully complete the Project within one hundred fifty-four (154) calendar days thereafter. Contractor must agree also to pay as liquidated damages, the sum of one thousand two hundred dollars (\$1,200) for each calendar day thereafter that it fails to complete the work.
26. CLAIMS FILING AND PROCESSING: The District and Contractor agree to attempt to orally resolve any disputes which may give rise to a claim (hereafter, "Claim") that falls within the definition of Public Contract Code section 9204 (hereafter, "Section 9204"). If these efforts are unsuccessful, the District and Contractor shall process the Claim in accordance with Section 9204. In summary, if the Contractor decides to submit a Claim to the District, it shall be sent by registered or certified mail, return receipt requested, together with reasonable documentation to support the Claim. A Claim may include a Claim by a subcontractor or a lower tier subcontractor meeting the requirements of Section 9204(d)(5). Within 45 days of receipt of the Claim, or any extension thereof agreed upon by the District and the Contractor, the District will conduct a reasonable review of the Claim and provide the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Payment of any undisputed portion of the

Claim shall be made within 60 days after the District issues its written statement. If the District does not provide a written statement within the time specified, the Claim shall be deemed rejected.

If the Contractor disputes the District's written statement or if the Claim is deemed rejected, the Contractor may demand in writing by registered or certified mail to the District, return receipt requested, an informal conference to meet and confer in an effort to settle the disputed portion of any Claim. Within 30 days of receipt of such written demand, the District shall schedule a meet and confer conference.

If any portion of the Claim remains in dispute after the conference, the District shall, within 10 District business days of the conclusion of the conference, provide the Contractor with a written statement identifying any portion that remains in dispute and any portion that is undisputed. Payment of any undisputed portion shall be made within 60 days after the District issues its written statement. Any remaining disputed portion shall be submitted to nonbinding mediation in accordance with Section 9204(c)(2)(B), unless the Contractor and District waive the mediation upon mutual written agreement.

**BIDDER'S BID
PLACENTIA LIBRARY DISTRICT
LIBRARY INTERIOR IMPROVEMENT PROJECT**

DISTRICT PROJECT NO. PLD-2020-01

Date _____, 2020

To the Board of Directors of the Placentia Library District:

The Undersigned hereby declares:

- (a) That the only persons or parties interested in this bid as principals are the following:

(If the bidder is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name, under which the co-partnership does business, and the names and addresses of all co-partners. If an individual, state the name under which the contract is to be drawn.)

- (b) That this bid is made without collusion with any person, firm or corporation.
- (c) That he has carefully examined the location of the proposed work and has familiarized himself with all of the physical and climatic conditions, and makes this bid solely upon his own knowledge.
- (d) That by submitting this Bidder's Bid, he acknowledges receipt and knowledge of the contents of those communications sent by the Placentia Library District to him at the address furnished by him to the Placentia Library District when this bid form was obtained.
- (e) That he has carefully examined the specifications, both general and detail, and the drawings attached hereto, and communications sent to him as aforesaid, and makes this bid in accordance therewith.
- (f) That, if this bid is accepted he will enter into a written contract for the performance of the proposed work with the Placentia Library District.
- (g) That he proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are estimates and that the unit prices will apply to the actual quantities whatever they may be.

Accompanying this bid is a certified or cashier's check or bidder's bond, payable to the order of the Placentia Library District in the sum of _____ DOLLARS (\$ _____).

Said bidder's bond has been duly executed by the undersigned bidder and by a financially sound surety company authorized to transact business in this state.

It is understood and agreed that should the bidder fail within ten (10) days after award of contract to enter into the contract and furnish acceptable surety bonds, then the proceeds of said check, or bidder's bond, shall become the property of the Placentia Library District; but if the contract is entered into and said bonds are furnished, or if the bid is not accepted then said check shall be returned to the undersigned, or the bidder will be released from the bidder's bond.

Address of Bidder

Telephone of Bidder

City

Zip Code

Signature of Bidder

BID SCHEDULE

**PLACENTIA LIBRARY DISTRICT
 CONTRACT DOCUMENTS AND SPECIFICATIONS
 HVAC EQUIPMENT SCREEN AND ENCLOSURE PROJECT
 DISTRICT PROJECT NO. PLD-2020-01**

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION WRITTEN IN WORDS	UNIT PRICE	AMOUNT
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					

MANDATORY BID SCHEDULE ITEMS:
TOTAL AMOUNT BID (IN FIGURES)→

TOTAL AMOUNT BID, SCHEDULE (WRITTEN IN WORDS): _____

Bid Schedule Note: Bid Price indicated refers to all items illustrated on the plans and details, and delineated within the specifications installed and completely in place with all applicable portions of the construction documents and include all costs connected with such items including, but to necessarily limited to, materials, transportation, taxes, insurance, labor, overhead, and profit, for Contractor and Subcontractors.

All work called for on the Contract Documents and Specifications are to provide a completed Project with all systems operating properly and ready for use.

Accompanying this bid is _____
(Insert "\$ _____ cash", "cashier's check", "certified check", or "bidder's bond" as the case may be) in the amount equal to at least ten percent (10%) of the total bid.

The undersigned further agrees that in case of default in executing the required contract, with necessary bond, within ten (10) days, not including Sundays and legal holidays, after having received notice that the contract has been awarded and ready for signature, the proceeds of the security accompanying his bid shall become the property of the Placentia Library District, and this bid and the acceptance thereof may be considered null and void.

NAME OF BIDDER (PRINT) SIGNATURE DATE

ADDRESS

CITY ZIP CODE TELEPHONE

STATE CONTRACTOR LICENSE NO. AND CLASSIFICATION

I declare under penalty of perjury of the laws of the State of California that the representations made herein are true and correct in accordance with the requirements of California Business and Professional Code Section 7028.15.

CONTRACTOR SIGNATURE OR AUTHORIZED OFFICER

LIST OF SUBCONTRACTORS *

BID OPENING DATE March 19, 2020

PROJECT: LIBRARY INTERIOR IMPROVEMENT PROJECT NO.: PLD-2020-01

LOCATION: 411 East Chapman Avenue, Placentia, CA 92870

CLIENT: PLACENTIA LIBRARY DISTRICT

CONTRACTOR _____

Name Under Which Subcontractor is Licensed	License No.	Address of Office, Mail, Or Shop	Percent of Total Contract	Specific Description of Subcontract

*In compliance with the provisions of Public Contract Code Section 4104, the undersigned bidder herewith sets forth the name, location of the place of business, and California contractor license of each subcontractor – who will perform work or labor or render service to the Prime Contractor, specially fabricates and installs a portion of the work or improvement necessary to complete construction contained in the plans and specifications, in an amount in excess of one-half (1/2) of one percent (1%)

of the General Contractor's total base bid amount or ten thousand (\$10,000.00), whichever is greater, and the portion of the work which will be done by each subcontractor.

DECLARATION OF ELIGIBILITY TO CONTRACT
Labor Code Section 1777.1; Public Contract Code Section 6109

The undersigned, a duly authorized representative of the Contractor, certifies and declares that:

1. The Contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The Contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1777.1 or 1777.7 of the California Labor Code or another provision of law.
3. The Contractor is aware of California Public Contract Code Section 6109, which states:
 - (a) A public entity, as defined in Section 1100 of the [Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
 - (b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
4. The Contractor has investigated the eligibility of each and every subcontractor the Contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code Sections 1777.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this day of _____, 2020, at _____ (place of execution).

 Signature
 Name:
 Title:
 Name of Contractor:

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5 and in conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the Bidder, any officer, principal or employee of the Bidder who has a proprietary interest in the business of the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state or local government project because of violation of law or a safety regulation?

YES: _____

NO _____

If the answer is yes, explain the circumstances in the following space:

STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Project Identification PLD-2020-01

Bid Date _____

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporation or individual bidder. The bidder may attach any additional information or explanation of data, which he would like, taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

ITEM	5 CALENDAR YEARS PRIOR TO CURRENT YEAR						CURRENT YEAR
	2011	2012	2013	2014	2015	TOTAL	
No. of Contracts							
Total dollar amount of contracts (in 1,000's)							
No. of lost workday cases							
No. of lost work day cases involving permanent transfer to another job or termination of employment							
No. of lost workdays							

*The information required for this item is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary - Occupational Injuries and Illnesses, OSHA No. 102.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of these records.

 Name of Bidder (Print)

 Signature

 Address

 State Contractor's Lic. No. & Class

 City Zip Code

 Telephone

AFFIDAVIT FOR CO-PARTNERSHIP FIRM

STATE OF CALIFORNIA)
) ss.
PLACENTIA LIBRARY DISTRICT)

_____, being first duly sworn, deposes and says:

That he is a member of the co-partnership firm designated as

which is the party making the foregoing bid or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Placentia Library District or any person interested in the proposed contract, for himself or for any other person.

That he has been and is duly vested with authority to make and sign instruments for the co-partnership by

who constitute the other members of the co-partnership.

Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
PLACENTIA LIBRARY DISTRICT)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2020, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature of Officer Administering Oath

AFFIDAVIT FOR CORPORATE BIDDER

STATE OF CALIFORNIA)
) ss.
PLACENTIA LIBRARY DISTRICT)

_____, being first duly sworn, deposes and says:

That he is _____

of, _____

a corporation which is the party making the foregoing bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Placentia Library District or any person interested in the proposed contract, for himself or for any other person.

Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
PLACENTIA LIBRARY DISTRICT)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2020, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature of Officer Administering Oath

(seal)

AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF CALIFORNIA)
) ss.
PLACENTIA LIBRARY DISTRICT)

_____, being first duly sworn, deposes and says:

That he is the party making the foregoing bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Placentia Library District or any person interested in the proposed contract, for himself or for any other person.

Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
PLACENTIA LIBRARY DISTRICT)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2020, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature of Officer Administering Oath

(seal)

AFFIDAVIT FOR JOINT VENTURE

STATE OF CALIFORNIA)
) ss.
PLACENTIA LIBRARY DISTRICT)

_____, being first duly sworn, deposes and says:

That he _____

of, _____

one of the parties submitting the foregoing bid as a joint venture and that he has been and is duly vested with the authority to make and sign instruments for and on behalf of the parties making said bid who are:

_____;

that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Placentia Library District or any person interested in the proposed contract, for himself or for any other person.

Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
PLACENTIA LIBRARY DISTRICT)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2020, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature of Officer Administering Oath

(seal)

BOND No. _____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that, WHEREAS the Placentia Library District ("District"), has awarded to _____

(Name and address of Contractor)

("Principal"), a contract (the "Contract") for the work described as follows: Library Interior Improvement Project, Project No.: PLD-2020-01.

WHEREAS, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto District in the

penal sum of _____

Dollars (\$ _____), this amount being not less than the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her, or its, heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless District, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of

California Civil Code §§ 2845 and 2849. The District is the principal beneficiary of this bond and has rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"

"Surety"

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

APPROVED AS TO SURETY AND
PRINCIPAL AMOUNT

By: _____
Insurance Administrator

BOND No. _____

**PAYMENT BOND
(LABOR AND MATERIAL)**

KNOW ALL PERSONS BY THESE PRESENTS that, WHEREAS the Placentia Library District Bar ("District"), has awarded to _____

(Name and address of Contractor)

("Principal"), a contract (the "Contract") for the work described as follows: Library Interior Improvement Project, Project No.: PLD-2020-01.

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto District in the penal sum of _____

Dollars(\$ _____), this amount being not less than one hundred (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void. This bond shall insure to the benefit of any of their persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated _____

"Principal"

"Surety"

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

Notary

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

APPROVED AS TO SURETY AND
PRINCIPAL AMOUNT

By: _____
Insurance Administrator

BOND No. _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that,

WHEREAS, the Placentia Library District ("District"), has issued an invitation for bids for the work described as follows: Library Interior Improvement Project, Project No.: PLD-2018-003

WHEREAS _____

(Name and address of Bidder)

("Principal"), desires to submit a bid to the District for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto District in the penal sum of

Dollars(\$ _____), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a contract for the work by District and within the time and in the manner required by the bidding specifications, entered into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by District in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being

hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"

"Surety"

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

PART II
GENERAL PROVISIONS FOR
HVAC EQUIPMENT SCREEN AND ENCLOSURE PROJECT
DISTRICT PROJECT NO. PLD-2020-01

1. GENERAL CONDITIONS

All work shall be done in accordance with the Contract Documents and Specifications for Project No.: PLD-2020-01.

2. SCOPE OF WORK

Bidder shall furnish labor, materials and equipment necessary to install Cascade Rooftop Screens Manufacturer. Bidder will work with Cascade Rooftop Screens Manufacturer to obtain necessary architectural, engineering calculations and drawings along with required permits to install the approved equipment screen and enclosure as per Exhibit A. The screen height shall be 13.5' with a total lineal footage of 110'. The frame will attach to existing roof framing and concrete wall.

Bidder shall also be responsible for roof work as necessary as a result of the installation of the HVAC equipment screen and enclosure.

3. AWARD AND EXECUTION OF CONTRACT.

(a) Examination of Plans, Specifications, General Provisions, and Site of Work: The bidder is required to examine carefully the site, its bid, and the Contract Documents and Specifications for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, including all installations and utilities, whether underground, surface or overhead, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, the special provisions and the Contract. It is mutually agreed that submission of a bid shall be considered prima facie evidence that the bidder has made such examination.

(b) Bid Form: All bids must be made upon forms obtained from the District from its website or at Placentia Library District 411 East Chapman Avenue, Placentia, California. All bids must give the prices proposed, both in writing and figures, and must be signed by the bidder, and his address shown. If the bid is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the bid must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer.

(c) Rejection of Bids Containing Alterations, Erasures or Irregularities: Bids may be rejected if they show any alterations or form additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind.

3. CONTROL OF MATERIALS

(a) Guarantee. The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the District, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within 1 year after the date of acceptance of work. Within this 1-year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the District harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within 30 days after the date of the Project Manager's written notice.

(b) Test of Materials. Except as elsewhere specified, the District will bear the cost of materials testing and independent acceptance testing, if any. The cost of all other tests, including the retesting of materials and independent acceptance testing that fails to pass the first test, shall be borne by the Contractor.

(c) To the extent required, the Contractor shall notify any effected utilities (copy to District) of the project. The Contractor is responsible for protecting any utility lines which need protection during the course of construction.

4. ORDER AND TIME OF WORK.

The order of work, except where otherwise specifically required by the Plans and Specifications, shall be determined by the Contractor who shall be solely responsible for coordinating all subcontract and prime contract work to minimize delays during construction.

The Contractor shall schedule his work in order to be as least disruptive as possible to adjacent businesses and residents.

Daytime work hours shall be 7:00 a.m. to 4:00 p.m. Monday - Friday. Saturday work hours, if permitted, must be requested at least one week (7 Calendar Days) in advance to the Project Manager, and shall be 8:00 a.m. to 4:00 p.m.

Nighttime work hours may be permitted at District's discretion. If granted, the District and Contractor shall agree in writing the hours that construction work will be permitted. Contractor shall not be entitled to any increase in the contract price due to any additional costs Contractor incurs, including overtime, in scheduling the work, unless such scheduling is at District's request.

The Contractor shall comply with all City of Placentia sound control and noise level rules, regulations, and ordinances which apply to any work performed, and shall make every effort to control any undue noise resulting from the construction operation.

The District reserves the right to stop work if the Project Manager determines that these conditions are being violated.

PLD may require alternative work hours due to specific individual project conditions when necessary. Work will not be performed beyond hours specified herein or on Saturdays, Sundays or holidays unless authorized in advance by the Library Director to meet special requirements.

PLD Operating Hours		PLD Observed Holidays:	
Monday-Thursday	9am - 8pm	Easter	April 12, 2020
Friday & Saturday	9am – 5pm	Memorial Day	May 25, 2020
Sunday	1pm – 5pm	Fourth of July	July 4, 2020

5. RESPONSIBILITIES OF THE CONTRACTOR IN CONDUCT OF WORK

Until the formal acceptance of the work by the District, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other case, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the District or its patrons.

6. WORK SITE MAINTENANCE

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of the public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under the contract.

7. PAYMENT

The Contractor agrees that the payment of the amount under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the District, its officers, agents and employees of any and all claims or liability on account of work performed under the Contract or any alterations thereof.

(a) Progress Payments. The Contractor shall be entitled each month to a monthly progress payment in an amount equal to ninety-five percent (95%) of the estimated percentage of actual work completed by the end of the preceding calendar month, based on the contract price less all previous payments. Subject to the provisions of Section 22300 of the Public Contract Code, a five percent (5%) retention will be withheld from each payment. All invoices and detailed pay requests shall be submitted to the Project Manager by the 25th day of each month for the preceding calendar month and must be approved by the Project Manager prior to submittal to the District for payment. The District will pay each approved invoice within 30 days of the invoice approval. In all events, the District shall withhold no less than five percent (5%) of the contract price until final completion and acceptance of the work and any liquidated damages that may have accrued.

Payments by the District or acceptance of invoices by the Project Manager shall in no way be considered as an acceptance of any part of the work or material of the Project, nor shall it in any way govern the final estimate.

Acceptance of any progress payment without written protest shall be an acknowledgment by the Contractor that the number of accumulated contract days shown on the associated statement of working days is correct. Progress payments made by the District to the Contractor after the completion date of the Contract shall not constitute a waiver of liquidated damages.

The Contractor shall submit with its invoice the Contractor's conditional waiver of lien for the entire amount covered by such invoice; valid unconditional waivers of lien from the Contractor and all subcontractors and material-men for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final payment by the District, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or material-men.

(b) Final Payment. After the completion of the Contract, the District shall make a final inspection of the work done thereunder, and if entirely satisfactory and complete, the District shall pay to the Contractor an amount which, when added to the payments previously made and deductions allowable to the District, will equal ninety-five percent (95%) of the contract price. Thereafter the balance of the contract price remaining unpaid shall be paid thirty-five (35) calendar days after the recording of a Notice of Completion by the District. The payment of the final amount due under the Contract and the adjustment and payment for any work done in accordance with any alterations of the same shall release the District from any and all claims on account of the work performed under the Contract or any alterations thereof. Final payment to Contractor shall be withheld for at least 30 days after the time in which Contractor has verified, to the District's satisfaction, that it has submitted all information to the Department of Industrial Relations required by Labor Code §1773.3.

8. FINAL CLEANUP AND CLOSEOUT.

Upon completion of the work, and before acceptance and final payment is made by the District, the Contractor shall clean the Project site and areas occupied in connection with the work. All rubbish, excess materials, falsework, temporary structures, and equipment shall be removed; and all parts of the work shall be left in a neat and presentable condition.

9. FINAL INSPECTION AND ACCEPTANCE.

The Contractor shall notify the Project Manager a minimum of five working days in advance when a final inspection of the work is desired. If the Project Manager agrees that the work is complete and ready for inspection, he will, as soon thereafter as possible, make the necessary examinations. No final acceptance of the work shall be allowed until all check (punch) list items to be rectified have been corrected and any subsequent final inspections have been performed.

**Bidder Agrees to Execute Agreement
In Substantially This Form**

**AGREEMENT FOR LIBRARY INTERIOR IMPROVEMENT PROJECT BETWEEN
PLACENTIA LIBRARY DISTRICT AND [NAME OF CONTRACTOR]**

The following agreement ("Agreement") is made and entered into, as of the date executed by the President of the Board of Directors of the Placentia Library District, by and between [*Name of Contractor*], a [*entity's structure, i.e., a California corporation*], hereinafter referred to as the "Contractor" and the Placentia Library District, hereinafter referred to as "District."

WHEREAS, District accepted the bid of Contractor and;

WHEREAS, District has authorized the President of the Board of Directors to execute a written contract with Contractor for furnishing labor, equipment and material for roofing services for the District.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. **GENERAL SCOPE OF WORK:** Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Placentia Library Interior Improvement Project as is further set forth in District's Contract Documents and Specifications for Project No.: PLD-2020-01, which are hereby incorporated herein by reference and are collectively referred to herein as the "Scope of Services." All work to be performed under this Agreement shall be in accordance with the Scope of Services, and in accordance with the instructions of [*Name of Project Manager*], District's Project Manager, hereafter referred to as "Project Manager".

2. **INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY/PRIORITY OF DOCUMENTS:** The Scope of Services together with this Agreement and Contractor's Bid dated [*Insert Date*], shall constitute the entire agreement between the parties. This Agreement is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the Contractor whether set out specifically in this Agreement or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this Agreement, the following order of precedence shall apply: (1) this Agreement; (2) the Scope of Services; and (3) Contractor's Bid. This Agreement may not be amended except in writing signed by the parties.

3. **COMPENSATION:** Contractor agrees to receive and accept the prices set forth in Contractor's Bid as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation in the amount of [*Insert Contract Price*] (**\$00.00**) shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in this Agreement; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work,

and all other unknowns or risks of any description connected with the work. To the extent applicable, final payment to Contractor shall be withheld for 30 days after the time in which Contractor has verified to the District's satisfaction that it has submitted all information to the Department of Industrial Relations required by Labor Code §1773.3.

4. TERM OF AGREEMENT: The time for completing the work is a material provision of this Agreement and time is of the essence. Contractor agrees to do all things reasonably necessary to complete the work within the time established in the Scope of Services and in coordination with the Project Manager.

5. INSURANCE:

- a. Contractor shall at all times during the term of this Agreement carry, maintain and keep in full force and effect, with an insurance company authorized to do business in the State of California the following insurance:
 - i. A policy of broad-form comprehensive general liability insurance written on an occurrence basis with minimum limits of \$2,000,000 combined single limit coverage against any injury, death or damage as a result of wrongful or negligent acts by Contractor, its officer, employees, agents and subcontractors in performing this Agreement.
 - ii. Property damage insurance with a minimum limit of \$500,000 per occurrence.
- b. Worker's Compensation insurance with a minimum limit of \$500,000 or the amount required by law, whichever is greater.

Contractor shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to District nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all insurance required of the sub-contractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

- a. **Workers' Compensation Insurance:** Before beginning work, the Contractor shall furnish to the District a certificate of insurance as proof that he has taken out full workers' compensation insurance for all persons whom he may employ directly or through sub-contractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. In executing this Agreement Contractor certifies as follows:

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

- b. Each such policy of insurance provided for in paragraph a. shall:

- 1) Be issued by an insurance company which is authorized to do business in the State of California.
 - 2) Name as additional insured the District, its officers, agents and employees;
 - 3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under the policy;
 - 4) Otherwise be in form satisfactory to the District.
- c. The Contractor shall, prior to performing any work under this Agreement, deliver to the Library Director or her designee the original policies of insurance required in paragraphs a. and b. hereof, or a certificate of the insurance company, showing the issuance of such insurance, and the additional insured and other provisions required herein.

6. PREVAILING WAGE: Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public works is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages.

Contractor shall forfeit, as penalty to District, not more than two hundred dollars (\$200.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Agreement, by him or by any sub-contractor under him.

Contractor and any of its sub-contractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, which precludes the award of a contract for a public work on any public works project awarded after April 1, 2015 to a person not registered. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7. APPRENTICESHIP EMPLOYMENT: Contractor and sub-contractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

8. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and the Contractor and any sub-contractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

9. TRAVEL AND SUBSISTENCE PAY: Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

10. CONTRACTOR'S LIABILITY: The District, its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of Contractor, of its sub-contractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

Contractor will indemnify Indemnitees against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of Contractor, its agents, employees, sub-contractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of District.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of District under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless District for liability attributable to the active negligence of District provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

11. NON-DISCRIMINATION: Pursuant to Labor Code Section 1735, no discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of the race, color, sex, mental disability, physical disability, religion or other reason set forth in Government Code § 12940 of such person. Contractor agrees to post in conspicuous places available to employees and applications, a notice setting forth provisions of this non-discrimination clause. A violation of this section exposes the Contractor to the penalties provided for in Labor Code Section 1735.

12. BONDS: Contractor shall provide payment and performance bonds equaling 100% of the compensation amount set forth in Section 3 of this Agreement on forms reasonably acceptable to the District. The form of performance bond shall ensure Contractor's performance of the work set forth in this Agreement. The form of the payment bond shall ensure the payment of laborers, mechanics, materialmen and others as set forth in the California Civil Code.

13. TERMINATION: This Agreement may be terminated by the District for any reason upon the giving of a written "Notice of Termination" to Contractor at least fifteen (15) days prior to the date of termination specified in the notice. Upon receipt of such notice, Contractor shall immediately cease work, unless otherwise directed by the Notice of Termination. In the event of such termination, Contractor shall be paid for services satisfactorily rendered and expenses reasonably and necessarily incurred prior to the effective date of termination, unless the Notice of Termination is issued for cause, in which event the District may withhold any disputed compensation. Contractor shall not be entitled to any claim for lost profits.

14. CLAIMS FILING AND PROCESSING: The City and Bidder agree to attempt to orally resolve any disputes which may give rise to a claim (hereafter, "Claim") that falls within the definition of Public Contract Code section 9204 (hereafter, "Section 9204"). If these efforts are unsuccessful, the City and Bidder shall process the Claim in accordance with Section 9204.

Contractor's License No. *[Insert No.]*

15. GOVERNING LAW/VENUE: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California. Should any legal action arise under this Agreement the County of Orange, Orange County Superior Court shall be the place of venue.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

Placentia Library District

Approved as to form:

Gayle Carline, Board President

David DeBerry, Special Counsel

Date: _____, 2020

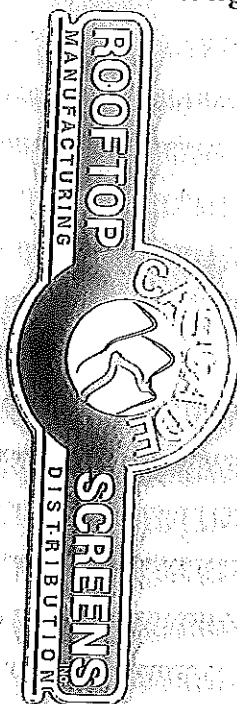
Date: _____, 2020

[Insert Name of Contractor]

Name:

Title:

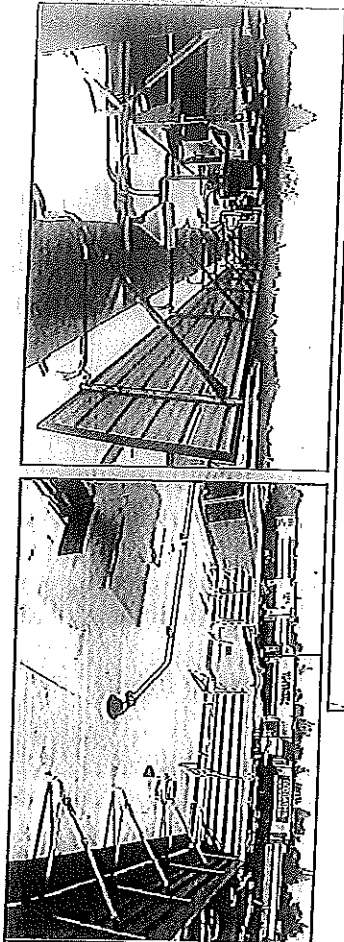
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Patent Pending



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CASCADE ROOFTOP SCREENS

There is no need for you to reinvent the wheel when it comes to designing a screen. Installers love our Simple-Frame screen system because it's so easy to work with. We've designed our frames to ship fully assembled to the job site, which saves an incredible amount of time in labor and guarantees a quality installation that can't be found in systems that require onsite fabrication and modifications.

Compatible with All Roof Types
It only does our Simple-Frame system attach to any type of structure but can also be roofed into any roof system! Our frames utilize a principle we call "Round and Rafted Down", meaning every roof penetration consists of a round steel tube running straight down into the roof. This eliminates odd shapes and angles that are difficult to fit into the roof and that often leave a penetration that needs constant maintenance to keep watertight. Instead, our Simple-Frames allow a standard pipe boot straight from the roof's manufacturer to be installed.

Free Design Services

We can provide any look you want for the facing of the screen, including louvers, stucco, metal panels, and more. In addition, we'll design your entire screen, no charge! This includes a plan view and elevations you can drop right into your existing plans with accurate framing placement and job specific details. Consult with our experienced team to take the guess work out of any project. We can answer questions about installation methods and work through difficult design parameters. Our goal is to help make less work for you.

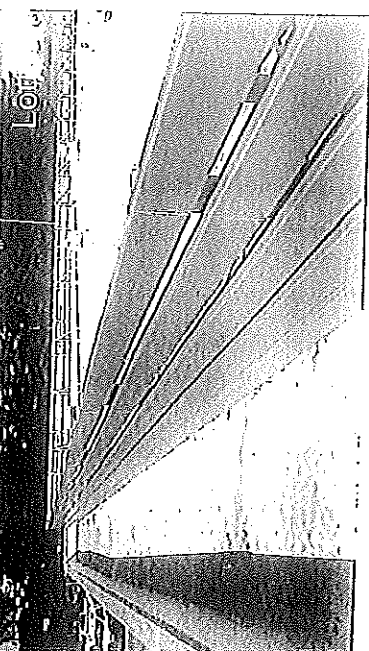
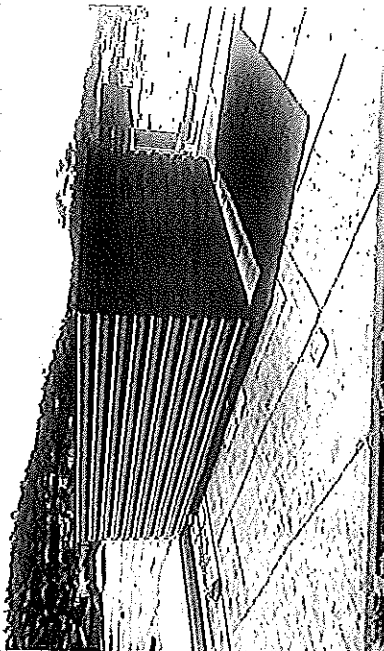
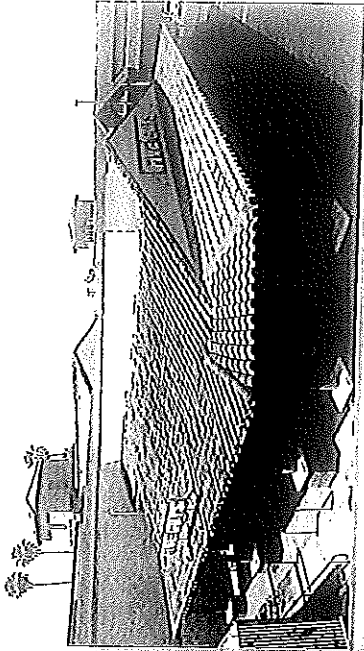
Specific Engineering

Every screen is a little different because of screen and building height, wind zones and more. We can provide structural calculations for each job individually, ensuring a building can handle the additional load incurred by a screen. Plus, we'll offer our full 25-year warranty on any project where our screen has calculations done by a registered structural engineer.

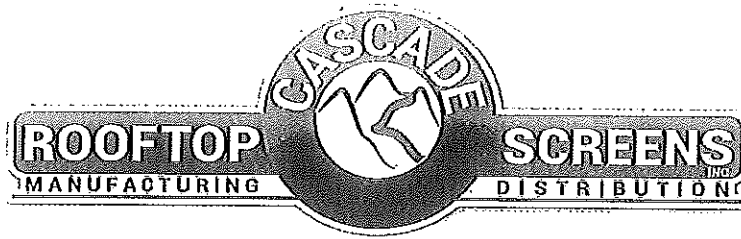
Introducing Cascade's Equipment Screens Designed to be Robust and Simple



Standing Seam



QUOTE



COMPANY NAME: Placentia Library	DATE: 2/14/2020
CONTACT NAME: Fernando Maldonado	CONTACT PHONE: (714) 528 - 1906
JOB ADDRESS: Placentia Library, CA	

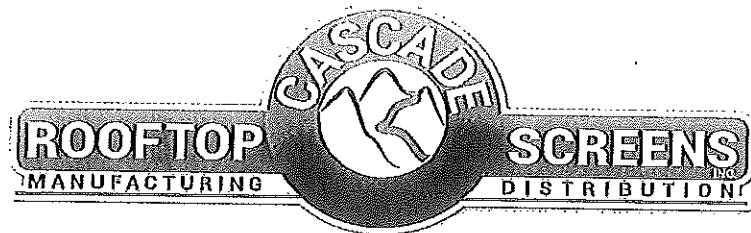
TYPE OF MATERIALS	UOM	UNITS
Simple-Frame Screen System	Each	10.00
Wall Mount Frames	Each	10.00
Flat Panel	SQ	11.00
Top and Corner Trim	Each	18.00
Gate Hardware	Each	1.00
Hat Channel	Each	28.00
Roof Structure Attachment Hardware	Each	100.00
Concrete Anchors	Each	80.00
Screen Attachment Hardware	Bag	17.00
Engineering Calcs	Set	1.00

Roofing Boots and Material not Included

SUBTOTAL MATERIALS	\$ 29,224.10
Estimated Tax	\$ 2,036.66
TOTAL MATERIALS	\$ 31,260.76
Estimated Freight	\$ 700.00
TOTAL COST	\$ 31,960.76

Installation By Others

Max Screen Height	Total Lineal Footage	Frame Tube Size	Corners
13.5'	110'	2" and 4"	2
Access Gate Hardware			
<i>Included</i>			
Frame Attachment Method			
<i>Attach to Existing Roof Framing and Concrete Wall, Pending Engineering Approval</i>			
Simple-Frame Spacing			
7' OC			
Structural Engineering Calculations and Wet Stamp			
<i>Included</i>			



About this Quote

Quote is for materials only and is valid for 30 Days. Quote subject to raw metal price fluctuations.

Spacing between vertical support framing members is noted above in the "Simple-Frame Spacing" section. *Price and quantity of Simple-Frames are based on spacing noted in that section*. This is considered best-case spacing that is contingent on the roof structure being able to bear the additional load incurred by the screen. Based on the structural needs of the building, it may be required to add blocking or additional Simple-Frames to distribute the load on the roof structure. It's the contractor's responsibility to verify if the existing roof framing will be able to accommodate such a layout.

Price is ball-park and is based on a framing design we think will work for this project. Upon further examination by a licensed structural engineer and based on their recommendations, the price may increase due to modifications to our frames to accommodate the structural needs of the screen.

50% of the cost is due upon ordering materials and remaining balance upon delivery, unless other arrangements are made.

Customer Acceptance Signature

Date

CASCADE ROOFTOP SCREENS, INC.
688 WALSH AVENUE - SANTA CLARA, CA 95050 - PHONE: (408) 827-1700
WWW.CASCADEROFTOPSCREENS.COM

Elevation

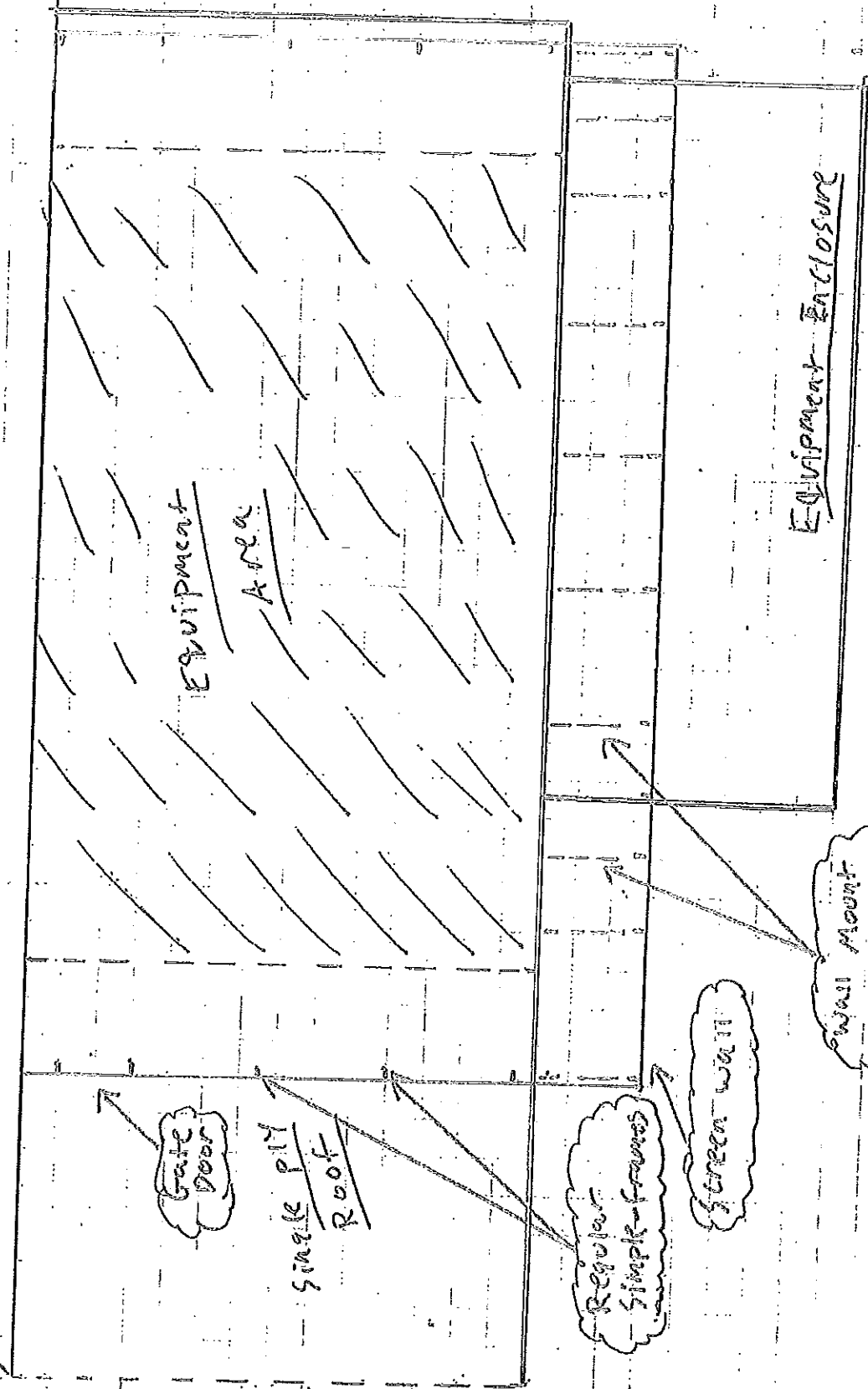
EQUIPMENT
AREA

EQUIPMENT ENCLOSURE

12'6"

Building
Wall

Tiled roof



Equipment Area

Equipment Enclosure

Gate Door

Single Pit
Roof

Regular Simple-frames

Screen wall

Wall Mount frames

Rock Cornices

