

21 West Nicolet Street  
Banning, CA 92220  
951.849.3192 tel.  
951.849.6355 fax  
[www.banninglibrarydistrict.org](http://www.banninglibrarydistrict.org)

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## BOARD OF TRUSTEES

Meeting Date: March 11, 2020  
By: Kevin Lee, District Director  
Exhibit 12.1

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**TITLE:**

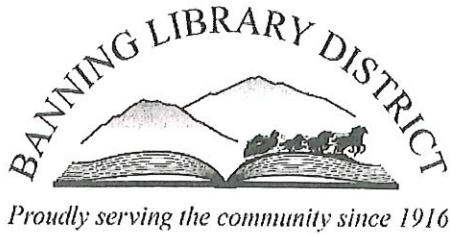
Retention Schedule and Policy Update

**DISCUSSION/INFORMATION:**

Staff is organizing and working on a retention schedule. Records are getting organized.

**RECOMMENDATION:**

No board action required. This is an update.



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## BOARD OF TRUSTEES

Meeting Date: March 11, 2020  
By: Kevin Lee, District Director  
Exhibit 12.2

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**TITLE:**

Facility Improvement and Renovation Discussion Update

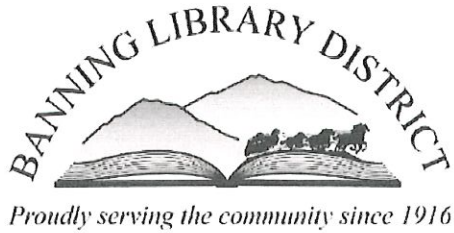
**DISCUSSION/INFORMATION:**

Staff met with Agati Furniture and Yamada Enterprises. They gave us some great ideas on how to effectively utilize our current space. Both furniture interior designers are working on art renderings for the Children's Room.

Staff will provide more update later.

**RECOMMENDATION:**

No board action required. This is an update.



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## BOARD OF TRUSTEES

Meeting Date: March 11, 2020  
By: Kevin Lee, District Director  
Exhibit 12.3

### BOARD ACTION:

- Approved as Recommended       Approved as Amended       Other: \_\_\_\_\_
- 

### TITLE:

Amendments to Policy No. 5110 Holidays

### DISCUSSION/INFORMATION:

At the last regular board meeting the Board asked the Director to bring back Policy No. 5110 Holidays. The Board wanted to know what would happen when a holiday falls on a full-time employee's day off or part-time employee's workday. Recommended Policy No. 5110.6 and 5110.7 addresses those concerns.

### RECOMMENDATION:

That the Board approve and adopt amendments to Policy No. 5110 Holidays.

# Banning Library District

## POLICY MANUAL

**POLICY TITLE: Holidays**

**POLICY NUMBER: 5110**

**5110.1** This policy will only apply to all regular full-time employees defined under Employee Status, 5010.1, describing Full-time employee status, *except for 5110.7, which applies to part-time employees, and 5110.8, which applies to full-time and part-time employees.*

**5110.2** The following days will be recognized and observed as paid holidays:

New Year's Day	Day After Thanksgiving Day	Labor Day
President's Day	Christmas Day	Thanksgiving Day
Independence Day	Martin Luther King Jr. Day	Christmas Eve
Veteran's Day	Memorial Day	New Year's Eve

**5110.3** All regular work will be suspended and employees will receive one day's pay ~~based on a pro-rata allocation of regular hours worked,~~ for each of the holidays listed above. An employee is eligible for any paid holiday if he/she works his/her last regularly scheduled workday before and his/her first regularly scheduled workday after said holiday. Eligibility is also granted if the employee is on vacation or has notified his/her supervisor and the ~~Library District~~ Director and received permission to be absent from work on that specific day or days.

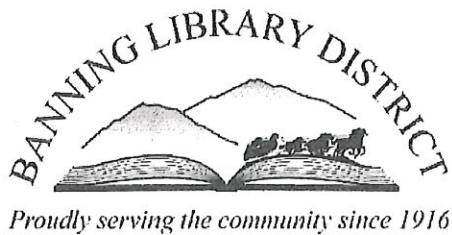
**5110.5 4** If any employee works on any of the holidays listed above, he/she will be paid for all hours worked at the rate of time and one-half (1½) his/her regular rate of pay, or as otherwise specified under Policy #5100, "Hours of Work, Overtime and Compensation Time."

**5110.5** *When an employee is taking an authorized leave with pay when a holiday occurs, said holiday shall not be charged against said leave with pay.*

**5110.4 6** When a holiday falls on a full-time employee's day off, the employee will request a day off during the ~~month~~ week of the holiday ~~approved by his/her scheduling supervisor, to compensate for this holiday.~~ *The District Director or designee will make every effort to accommodate the employee's request.*

**5110.7** *When a holiday falls on a part-time employee's workday, the employee will be scheduled to ensure his or her work hours are not lost during the week of the holiday.*

**5110.8** *Regular full-time employees qualify for two personal holidays per calendar year. Regular part-time employees qualify for 4 hours of personal holidays per calendar year. Employee must request which two personal holidays they wish to designate their personal holidays before January 15<sup>th</sup> of each year. Personal holidays do not accumulate. Any unused personal holidays will be forfeited at the end of each calendar year. Personal holiday must be tied to a date or a specific event. Personal holidays must be approved by the District Director. Employees do not receive pay for unused personal holidays upon termination of employment.*



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## BOARD OF TRUSTEES

Meeting Date: March 11, 2020  
By: Kevin Lee, District Director  
Exhibit 13.1

### BOARD ACTION:

- Approved as Recommended       Approved as Amended       Other: \_\_\_\_\_
- 

### TITLE:

Agreement with James Martha & Co. for the audit of the financial statements for the fiscal year ending June 30, 2020.

### DISCUSSION/INFORMATION:

Attached is an engagement letter from James Marta & Co. There is a 3% standard fee increase from last year.

### RECOMMENDATION:

Authorize the Director to execute an agreement with James Martha & Co. for the audit of the financial statements for the fiscal year ending June 30, 2020.



**James Marta & Company LLP**  
**Certified Public Accountants**

*Accounting, Auditing, Consulting, and Tax*

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March 3, 2020

Banning Library District  
21 West Nicolet Street  
Banning, California 92220

We are pleased to confirm our understanding of the arrangements for our audit of the financial statements of Banning Library District for the fiscal year ending June 30, 2020.

This letter confirms the services you have asked our firm to perform and the terms under which we have agreed to do that work. Please read this letter carefully because it is important to both our firm and you that you understand what you can and cannot expect from our work. In other words, we want you to know the limitations of the services you have asked us to perform. If you are confused at all by this letter or believe we have misunderstood what you need, please call to discuss this letter before you sign it.

**Scope of Work**

You have requested that we audit the financial statements of the governmental activities and the general fund information of Banning Library District, as of June 30, 2020, and for the year then ended and the related notes to the financial statements, which collectively comprise Banning Library District's basic financial statements and provide assistance with the preparation of the financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit.

Accounting principles generally accepted in the United States of America and Governmental Accounting Standards require that the Management's Discussion and Analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget (Non-GAAP) and Actual
- Notes to Required Supplementary Information

We are not aware of any other supplementary information other than RSI that will accompany Banning Library District's basic financial statements.

### **The Objective of an Audit**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and Governmental Accounting Standards when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with U.S. generally accepted auditing standards (GAAS) and in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and the State Controller's Minimum Audit Requirements for California Special Districts and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraph(s). If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

## **General Audit Procedures**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), *Government Auditing Standards* issued by the Comptroller General of the United States and the State Controller's Minimum Audit Requirements for California Special Districts. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement and are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. As such, our audit will involve performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements and will include tests of the accounting records of Banning Library District and other procedures we consider necessary. The procedures we determine necessary will depend on our "auditor's" judgment and will be based, in part, on our assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

## **Internal Control Audit Procedures**

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected by our firm, even though our audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*, promulgated by the United States Comptroller General. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you, or the appropriate level of management, of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

In making our risk assessments, we will consider internal controls relevant to the preparation and fair presentation of your entity's financial statements in order to design audit procedures that are appropriate in the circumstances. However, our audit procedures are not designed for the purpose of expressing an opinion on the effectiveness of your entity's internal control. We will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.



## **Compliance with Laws and Regulations**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform required tests of Banning Library District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

## **Management Responsibilities**

As part of our engagement, we may advise you about appropriate accounting principles and their application; however, management acknowledges and understands that the final responsibility for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America remains with you. As such, management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Other management responsibilities include maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

By your signature below, you also acknowledge that you are responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. This responsibility includes having appropriate programs and controls in place to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the company that involves management, employees who have significant roles in internal control, and others where fraud could have a material impact on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the company received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the company complies with applicable laws and regulations. You agree that management will confirm its understanding of its responsibilities as defined in this letter to us in a management representation letter.

Management's responsibilities also include designating qualified individuals with the skill, knowledge, and experience to be responsible and accountable for overseeing financial statement preparation, tax services, and any other nonattest services we perform as part of this engagement, as well as evaluating the adequacy and results of those services and accepting responsibility for them.

You further acknowledge and understand that management is responsible for providing us with access to all information management is aware of that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters; for the accuracy and completeness of the information that is provided to us; and for informing us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements. This responsibility also includes providing us with any additional information that we may request from management for the purpose of the audit; as well as allowing us unrestricted access to individuals within the organization from whom we may determine it necessary to obtain audit evidence, including access to your designated employees who will type all confirmations we request.

## **Reporting**

We expect to issue a written report upon completion of our audit of Banning Library District's basic financial statements. Our report will be addressed to the board of directors of Banning Library District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph, decline to express an opinion, or withdraw from the engagement.

We also will issue a written report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*, and on Compliance for Each Major Federal Program and on Internal Control over Compliance Required by the Uniform Guidance (if applicable) upon completion of our audit.

We will also prepare the Special Districts Financial Transactions report required by the State Controller's Office.

## **Other**

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

## **Provisions of Engagement Administration, Timing and Fees**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit in October and to complete and issue our report no later than December 31<sup>st</sup>.

David Becker, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising James Marta & Company LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our liability as auditors shall be limited to the period covered by our audit and shall not extend to later periods for which we are not engaged as auditors.

### **Record Retention**

It is our policy to keep records related to this engagement for 7 years. However, James Marta & Company LLP does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 7 year period James Marta & Company LLP shall be free to destroy our records related to this engagement.

### **Fees**

Our fee for the audit will be \$17,350 for the year ended June 30, 2020. The engagement fee does not include the cost of a single audit in conformance with the Uniform Guidance; however, if a single audit is necessary to be performed, an additional fee will be agreed-upon for every major program audited. Our fee to prepare the Special Districts Financial Transactions Report required by the State Controller's Office will be \$500.

We will bill you on a monthly basis for our services and invoices are payable upon presentation. Unpaid fee balances 30 days overdue will bear interest at 18 percent per annum. We may require full payment prior to issuance of the reports. This fee is based upon the assumption that the closing journal entries will be made and accounting will be finalized and closed before the year end audit fieldwork. If compliance requirements change, or if the District is involved in issuing an exempt offering, additional fees and an amended engagement letter may be required. Additional time and billing charges will be charged at our standard hourly rates and costs in the event of the following:

- Account reconciliations are not completed for, (example but not limited to):
  - Cash Accounts
  - Accounts Receivable and Allowance for Doubtful Accounts
  - Capital Assets and Depreciation
  - Accounts Payable
  - Long-Term Debt, if applicable
  - Compensated Absences
  - Tax Revenues
  - Charges for Services
  - Donations

- Accounting system or account group changes from prior year
- Changes in accounts after beginning of audit work that necessitates additional or redo of audit work.
- Changes or revision of the initial trial balance
- Addition of new activities
  - New funding sources
  - New funds
  - New debt

Whenever possible, we will attempt to use your personnel to assist in the preparation of schedules and analyses of accounts. We understand that your employees will prepare all cash or other confirmations we request and will locate any invoices selected by us for testing. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Our initial fee estimate assumes we will receive the aforementioned assistance from your personnel and unexpected circumstances will not be encountered. In the event that the GASB, FASB, AICPA, GAO, OMB, or the State of California issues additional standards or audit procedures that require additional work during the audit period, we will discuss these requirements with you before proceeding further. Before starting the additional work, we will prepare an estimate of the time necessary, as well as the fee for performing the additional work. Our fee for addressing the additional requirements will be at our standard hourly rates for each person involved in the additional work.

In the event we are required to respond to discovery requests, subpoenas, and outside inquiries, we will first obtain your permission unless otherwise required to comply under the law. Our time and expense to comply with such requests will be charged at our standard hour rates in addition to the stated contract.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the governing board the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of James Marta & Company LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available pursuant to authority given to any regulator by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of James Marta & Company LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to any regulator. They may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

### **Mediation Provision**

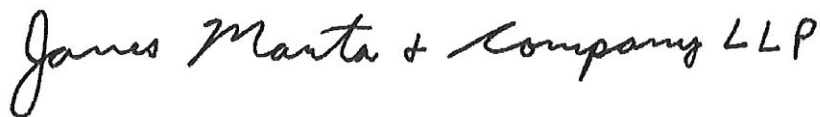
Disputes arising under this agreement (including scope, nature, and quality of services to be performed by us, our fees and other terms of the engagement) shall be submitted to mediation. A competent and impartial third party, acceptable to both parties shall be appointed to mediate, and each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceedings shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. If the dispute requires litigation, the court shall be authorized to impose all defense costs against any non-prevailing party found not to have participated in the mediation process in good faith.

Several technical accounting and auditing words and phrases have been used herein. We presume you to understand their meaning or that you will notify us otherwise so that we can furnish appropriate explanations.

We have attached a copy of our latest external peer review report of our firm for your consideration and files.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter will continue in effect until canceled by either party.

Respectfully,

A handwritten signature in cursive script that reads "James Marta & Company LLP". The signature is written in black ink and is positioned above the typed name of the firm.

James Marta & Company LLP  
Certified Public Accountants  
Sacramento, California

RESPONSE:

This letter correctly sets forth our understanding.

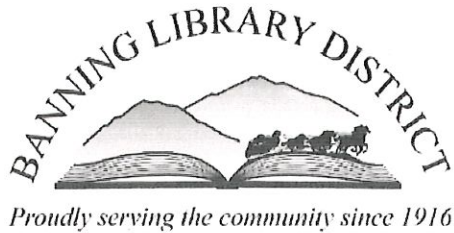
Acknowledged and agreed on behalf of Banning Library District

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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## BOARD OF TRUSTEES

Meeting Date: March 11, 2020  
By: Kevin Lee, District Director  
Exhibit 13.2

### BOARD ACTION:

- Approved as Recommended       Approved as Amended       Other: \_\_\_\_\_

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### TITLE:

Agreement with Califa for the Provision, Installation, and Maintenance of Advanced Network (Data) Services

### DISCUSSION/INFORMATION:

California State Library, Califa Group, and Corporation for education Network initiatives in California (CENIC) joined together to provide high-speed broadband to California's public libraries by connecting them to California Research & Education Network (CalREN), a high-capacity 8,000-mile fiber-optic-based network.

**Benefit.** Our current speed is between 25 to 45 MBs. This connection would boost speed to 1 GB. Browsers will load up much faster. Patrons watching videos will experience less lagging. Patrons can get things done faster when using our Internet.

**Cost.** Monthly Recurring Cost (MRC) for a 1 GB circuit is \$775 per month. The first year must be paid upfront, which is \$9,300. Starting second year, MRC is estimated at \$38.75. In total, the five-year cost is estimated at \$11,160. Compare that to the current cost of \$220 per month, which would cost the District about \$13,200 for five years. If the Board approves this Agreement, the District would apply to California State Library grant that can help the District with associated cost to get additional equipment, such as switches, firewall, internal cabling, etc.

After the contract is expired, Califa will asked if we would like to be included in another 5-year contract. We are not obligated to continue with the service.

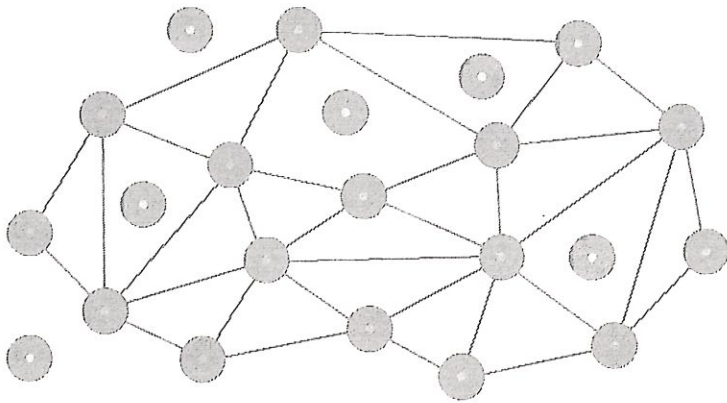
### RECOMMENDATION:

Authorize the Director to execute an agreement with Califa for the Provision, Installation, and Maintenance of Advanced Network (Data) Services.

# LIGHTING UP LIBRARIES



Bringing 21st Century high-speed Internet to California public libraries by connecting them to California's research and education broadband network.



**143** of California's 184 public library jurisdictions are connected or connecting to the network which links universities, colleges, schools and libraries around the world.<sup>1</sup>

<sup>1</sup> Fifty-five jurisdictions have been connected to the California Research and Education Network (CalREN) by the California State Library's broadband project; 37 are currently being connected by the broadband project team; 35 were connected before the current project started and receive support from the broadband project aggregator.



**795** of California's 1,132 main and branch libraries are now connected or connecting.

“There is just no way we would have seen this success rate before connecting.”

## CONNECTED LIBRARIES ...

- ✓ introduce new services and programs
- ✓ are more efficient and provide staff with better training and professional development
- ✓ receive fewer complaints
- ✓ provide better support for online learning

## THE FACTS

Of the libraries connected to broadband for 12 months...<sup>2</sup>

“The broadband allows groups to work together on projects without being dropped from the network.”





The Los Angeles Public Library is **the first public library in the world** with a 100GB connection.

“Some of our best responses to our high-speed Internet are our local teens. Many of them connect to the wireless network after school.”

## INVESTMENT SINCE 2014

# \$6,000,000

one-time funding for grants that make it easier for local libraries connect



# \$2,475,000

ongoing annual appropriation

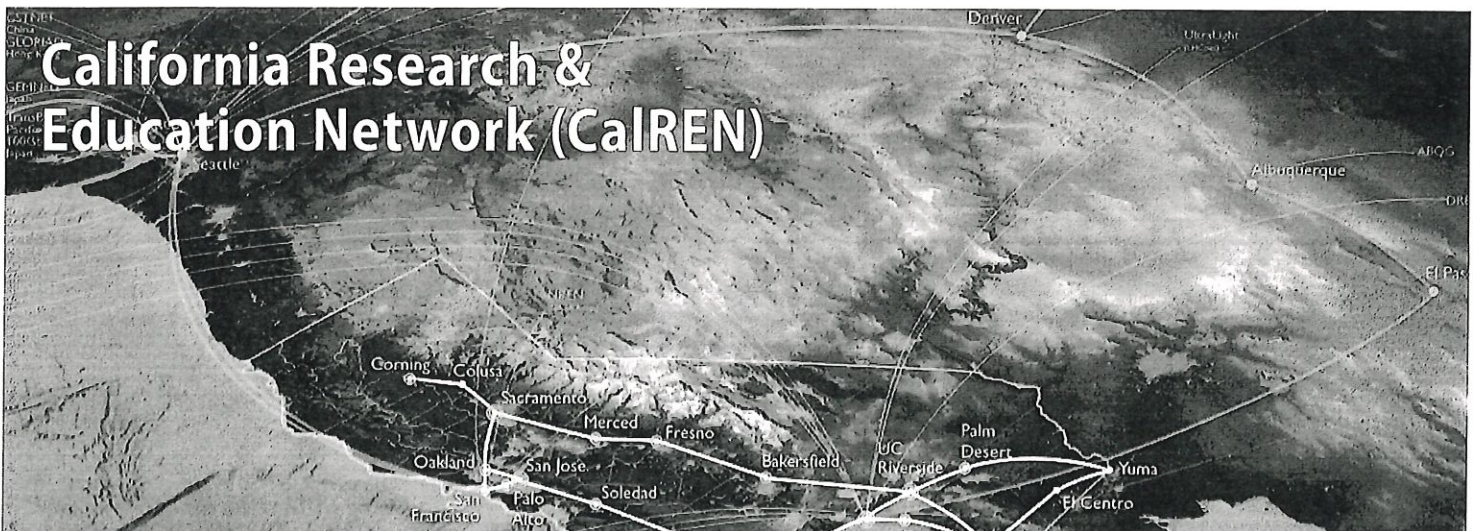


## MOVING FORWARD

**4 new jurisdictions** will begin connecting to broadband in 2018.

“We are thrilled to have been included in the initial round of this project and hope to be able to add other facilities in the future.”

## California Research & Education Network (CalREN)



## Grid view

#	Library Jurisdiction	Status
<b>Status:</b> Enrolled Prior to Year 1		
1	Amador County Library	Enrolled Prior to Year 1
2	Brawley Public Library, City of	Enrolled Prior to Year 1
3	Calaveras County Library	Enrolled Prior to Year 1
4	Camarena Memorial Public Library, City of Calexico	Enrolled Prior to Year 1
5	Colusa County Free Library	Enrolled Prior to Year 1
6	El Centro Public Library, City of	Enrolled Prior to Year 1
7	El Dorado County Library	Enrolled Prior to Year 1
8	Fresno County Public Library	Enrolled Prior to Year 1
9	Imperial County Free Library	Enrolled Prior to Year 1
10	Imperial Public Library, City of	Enrolled Prior to Year 1
11	Kern County Library	Enrolled Prior to Year 1
12	Kings County Library	Enrolled Prior to Year 1
13	Madera County Library	Enrolled Prior to Year 1
14	Merced County Library	Enrolled Prior to Year 1
15	Mono County Free Library	Enrolled Prior to Year 1
16	Monterey County Free Library	Enrolled Prior to Year 1
17	Monterey Public Library, City of	Enrolled Prior to Year 1
18	Nevada County Library	Enrolled Prior to Year 1
19	Placer County Library	Enrolled Prior to Year 1
20	Porterville Public Library, City of	Enrolled Prior to Year 1
21	San Francisco Public Library, City of	Enrolled Prior to Year 1
22	Stanislaus County Library	Enrolled Prior to Year 1
23	Sutter County Library	Enrolled Prior to Year 1
24	Tulare County Library	Enrolled Prior to Year 1
25	Tulare Public Library, City of	Enrolled Prior to Year 1
26	Tuolumne County Library	Enrolled Prior to Year 1

#	Library Jurisdiction	Status
27	Yuba County Library	Enrolled Prior to Year 1
<b>Status:</b> Enrolled Year 1 (2015)		
28	Alameda County Library	Enrolled Year 1 (2015)
29	Alameda Free Library	Enrolled Year 1 (2015)
30	Alhambra Civic Center Library	Enrolled Year 1 (2015)
31	Altadena Library District	Enrolled Year 1 (2015)
32	Arcadia Public Library, City of	Enrolled Year 1 (2015)
33	Azusa Library, City of	Enrolled Year 1 (2015)
34	Beaumont Library District	Enrolled Year 1 (2015)
35	Berkeley Public Library, City of	Enrolled Year 1 (2015)
36	Buena Park Library District	Enrolled Year 1 (2015)
37	Commerce Public Library, City of	Enrolled Year 1 (2015)
38	Corona Public Library, City of	Enrolled Year 1 (2015)
39	Coronado Public Library, City of	Enrolled Year 1 (2015)
40	Crowell Public Library, City of San Marino	Enrolled Year 1 (2015)
41	Downey City Library	Enrolled Year 1 (2015)
42	El Segundo Public Library, City of	Enrolled Year 1 (2015)
43	Escondido Public Library, City of	Enrolled Year 1 (2015)
44	Humboldt County Library	Enrolled Year 1 (2015)
45	Huntington Beach Public Library, City of	Enrolled Year 1 (2015)
46	Inglewood Public Library, City of	Enrolled Year 1 (2015)
47	Irwindale Public Library, City of	Enrolled Year 1 (2015)
48	Long Beach Public Library, City of	Enrolled Year 1 (2015)
49	Los Gatos Library, City of	Enrolled Year 1 (2015)
50	Modoc County Library	Enrolled Year 1 (2015)
51	Monterey Park Bruggemeyer Library	Enrolled Year 1 (2015)
52	Napa County Library	Enrolled Year 1 (2015)
53	National City Public Library	Enrolled Year 1 (2015)

#	Library Jurisdiction	Status
54	Oakland Public Library, City of	Enrolled Year 1 (2015)
55	Oxnard Public Library, City of	Enrolled Year 1 (2015)
56	Palmdale City Library	Enrolled Year 1 (2015)
57	Palm Springs Public Library, City of	Enrolled Year 1 (2015)
58	Pasadena Public Library, City of	Enrolled Year 1 (2015)
59	Richmond Public Library, City of	Enrolled Year 1 (2015)
60	San Benito County Free Library	Enrolled Year 1 (2015)
61	Santa Clara County Library District	Enrolled Year 1 (2015)
62	Solano County Library	Enrolled Year 1 (2015)
63	Sunnyvale Public Library, City of	Enrolled Year 1 (2015)
64	Thousand Oaks Library, City of	Enrolled Year 1 (2015)
65	Ventura County Library	Enrolled Year 1 (2015)
66	Whittier Public Library, City of	Enrolled Year 1 (2015)
67	Yolo County Library	Enrolled Year 1 (2015)
<b>Status: Enrolled Year 2 (2016)</b>		
68	Belvedere Tiburon Library	Enrolled Year 2 (2016)
69	Blanchard Community Library	Enrolled Year 2 (2016)
70	Calabasas Library, City of	Enrolled Year 2 (2016)
71	Carlsbad City Library	Enrolled Year 2 (2016)
72	Chula Vista Public Library, City of	Enrolled Year 2 (2016)
73	Coalinga-Huron Unified School District Library	Enrolled Year 2 (2016)
74	Covina Public Library, City of	Enrolled Year 2 (2016)
75	Fullerton Public Library, City of	Enrolled Year 2 (2016)
76	Glendale Public Library, City of	Enrolled Year 2 (2016)
77	Glendora Public Library, City of	Enrolled Year 2 (2016)
78	Harrison Memorial Library, City of Carmel	Enrolled Year 2 (2016)
79	Hemet Public Library, City of	Enrolled Year 2 (2016)
80	Lake County Library	Enrolled Year 2 (2016)

#	Library Jurisdiction	Status
81	Larkspur Public Library, City of	Enrolled Year 2 (2016)
82	Livermore Public Library, City of	Enrolled Year 2 (2016)
83	Lompoc Public Library, City of	Enrolled Year 2 (2016)
84	Los Angeles Public Library, City of	Enrolled Year 2 (2016)
85	Marin County Free Library	Enrolled Year 2 (2016)
86	Mill Valley Public Library, City of	Enrolled Year 2 (2016)
87	Moorpark City Library	Enrolled Year 2 (2016)
88	Newport Beach Public Library, City of	Enrolled Year 2 (2016)
89	Orland Free Library, City of	Enrolled Year 2 (2016)
90	Pacific Grove Public Library, City of	Enrolled Year 2 (2016)
91	Paso Robles City Library	Enrolled Year 2 (2016)
92	Placentia Library District	Enrolled Year 2 (2016)
93	Pleasanton Public Library, City of	Enrolled Year 2 (2016)
94	Rancho Cucamonga Public Library, City of	Enrolled Year 2 (2016)
95	Redondo Beach Public Library, City of	Enrolled Year 2 (2016)
96	Riverside Public Library, City of	Enrolled Year 2 (2016)
97	Sacramento Public Library, City of	Enrolled Year 2 (2016)
98	Salinas Public Library, City of	Enrolled Year 2 (2016)
99	San Anselmo Public Library, Town of	Enrolled Year 2 (2016)
100	San Diego Public Library, City of	Enrolled Year 2 (2016)
101	San Jose Public Library, City of	Enrolled Year 2 (2016)
102	San Rafael Public Library, City of	Enrolled Year 2 (2016)
103	Santa Barbara Public Library	Enrolled Year 2 (2016)
104	Santa Cruz Public Libraries	Enrolled Year 2 (2016)
105	Santa Fe Springs City Library	Enrolled Year 2 (2016)
106	Santa Maria Public Library, City of	Enrolled Year 2 (2016)
107	Sausalito Public Library, City of	Enrolled Year 2 (2016)
108	Sierra Madre Public Library, City of	Enrolled Year 2 (2016)
109	Siskiyou County Library	Enrolled Year 2 (2016)

#	Library Jurisdiction	Status
110	South Pasadena Public Library, City of	Enrolled Year 2 (2016)
111	Stockton-San Joaquin County Public Library	Enrolled Year 2 (2016)
112	Torrance Public Library, City of	Enrolled Year 2 (2016)
113	Upland Public Library, City of	Enrolled Year 2 (2016)
114	Victorville City Library	Enrolled Year 2 (2016)
115	Willows Public Library, City of	Enrolled Year 2 (2016)
116	Yorba Linda Public Library, City of	Enrolled Year 2 (2016)
<b>Status: Enrolled Year 3 (2017)</b>		
117	Butte County Library	Enrolled Year 3 (2017)
118	Lincoln Public Library, City of	Enrolled Year 3 (2017)
119	Mariposa County Library	Enrolled Year 3 (2017)
120	Monrovia Public Library, City of	Enrolled Year 3 (2017)
121	Mountain View Public Library, City of	Enrolled Year 3 (2017)
122	Orange Public Library, City of	Enrolled Year 3 (2017)
123	Palos Verdes Library District	Enrolled Year 3 (2017)
124	San Bernardino Public Library, City of	Enrolled Year 3 (2017)
125	San Luis Obispo County Library	Enrolled Year 3 (2017)
126	Shasta Public Libraries	Enrolled Year 3 (2017)
127	Signal Hill Public Library, City of	Enrolled Year 3 (2017)
128	Sonoma County Library	Enrolled Year 3 (2017)
129	St. Helena Public Library, City of	Enrolled Year 3 (2017)
130	Tehama County Library	Enrolled Year 3 (2017)
<b>Status: Enrolled Year 4 (2018)</b>		
131	Burlingame Public Library, City of	Enrolled Year 4 (2018)
132	California State Library	Enrolled Year 4 (2018)
133	Daly City Public Library	Enrolled Year 4 (2018)
134	Los Angeles Public Library, County of	Enrolled Year 4 (2018)
135	Menlo Park Public Library, City of	Enrolled Year 4 (2018)

#	Library Jurisdiction	Status
136	Redwood City Public Library	Enrolled Year 4 (2018)
137	Roseville Public Library, City of	Enrolled Year 4 (2018)
138	San Bruno Public Library, City of	Enrolled Year 4 (2018)
139	San Diego County Library	Enrolled Year 4 (2018)
140	San Mateo County Library	Enrolled Year 4 (2018)
141	San Mateo Public Library, City of	Enrolled Year 4 (2018)
142	Santa Clarita Public Library, City of	Enrolled Year 4 (2018)
143	South San Francisco Public Library, City of	Enrolled Year 4 (2018)
<b>Status:</b> Enrolled Year 5 (2019)		
144	Camarillo Public Library, City of	Enrolled Year 5 (2019)
145	Contra Costa County Library	Enrolled Year 5 (2019)
146	Goleta Valley Library	Enrolled Year 5 (2019)
147	Rancho Mirage Public Library, City of	Enrolled Year 5 (2019)
148	Trinity County Library	Enrolled Year 5 (2019)
149	Watsonville Public Library, City of	Enrolled Year 5 (2019)

**AGREEMENT BETWEEN BANNING LIBRARY DISTRICT AND CALIFA  
FOR THE PROVISION, INSTALLATION AND MAINTENANCE OF  
ADVANCED NETWORK (DATA) SERVICES**

This Agreement, hereinafter referred to as "Agreement", is entered into as of February 19, 2020 by and between Califa Group, a California public benefit corporation, hereinafter referred to as "Califa" and Banning Library District, hereinafter referred to as "Library". Califa and Library are sometimes referred to in this Agreement individually as "Party" and collectively as "Parties". All written communications between the parties shall be addressed as follows unless and until amended in writing by the respective party.

**Banning Library District**  
**Kevin Lee**  
**District Director**  
**21 W. Nicolet St.**  
**Banning, CA 92220**

**Califa Group**  
**Paula MacKinnon**  
**Executive Director**  
**330 Townsend St. Suite 133**  
**San Francisco, CA 94107**

**WITNESS THAT**

**WHEREAS**, Califa, on behalf of the California State Library, has contracted with CENIC to provide high speed networking to libraries in California; and

**WHEREAS**, Library desires to contract with Califa to obtain one or more data circuits to connect Library to the CENIC high speed broadband fiber network, CalREN, and, if specified in appendix #1, attached, to connect Library to other library sites as identified in said appendix for the purpose of connecting to CalREN.

**NOW THEREFORE**, Library and Califa enter into this Agreement:

**1. Relationship between the Parties**

It is the purpose of this Agreement to set forth the terms and conditions applicable to the provision of communications and related network services to Library.

**2. Services to be Provided**

The primary communications infrastructure provided by CENIC is the California Research and Education Network ("CalREN"). Among the services that CENIC will provide to Libraries are use of CalREN and contracting for and provision of data circuits supplied by network service providers.



Califa, on behalf of Library, will contract with CENIC for such data circuits. Specific circuits and their costs are included in the appendix attached. Califa will assure that CENIC notifies the Library of installation requirements and necessary maintenance instructions. Neither CENIC nor Califa shall be responsible for operating or maintaining software, equipment or cabling that connects equipment not provided by CENIC for the services unless specifically agreed to in writing by CENIC.

### **3. Term and Termination of this Agreement**

- (a) **TERM OF THIS AGREEMENT.** This Agreement shall be in effect from February 19, 2020 until the termination of all circuits ordered under this Agreement, or unless otherwise terminated by a Party pursuant to the terms of this Agreement.
- (b) **TERMINATION.** Termination prior to the end date stated above shall result in Library having to pay any circuit telecommunications carrier termination charges resulting from early termination of the Service. Notwithstanding the above, upon a 60 day written notice prior to the second and each following June 30 after a circuit is installed, Library may cancel a circuit without penalty if funding to pay for that circuit is not available and Library does not for at least 12 months after said notice order or otherwise obtain a replacement circuit in place of the cancelled circuit.
- (c) Library may terminate this agreement if non-recurring, one-time costs for all circuits included in appendix 1 are increased by the telecommunications carrier from the amount shown in appendix 1. See footnote for non-recurring charges in appendix 1 for more information.

### **4. Payment**

Payment for services shall be due within thirty (30) days of receipt of a Califa invoice reflecting provision of the services for which the invoice is sent; or as otherwise agreed to by Library and Califa. Except for non-recurring costs, if any, costs in Appendix I shall only begin upon installation of circuit(s). Library will put forth reasonable efforts to make payments within thirty (30) days after receipt of invoice.

### **5. Miscellaneous**

- (a) **CONDITIONS OF USE.** Library agrees to conform to the CENIC Appropriate Use Policy located at <http://www.cenic.org/p=2081/> and to any specific conditions of use imposed by subcontractors providing communications services to CENIC as may be in force at the time such services are made available per an Addendum to this Agreement. If such conditions of use are modified library will be notified and if Library believes it can no longer conform to their requirements, Library shall have one hundred eighty (180) days to terminate the affected service without penalty. If Library does not elect to terminate the service, Library must conform to the revised conditions of use or be subject to termination of the service by CENIC.

- (b) **CONFLICTING CLAUSES.** If any clause in this Master Agreement is in conflict with a clause in an Addendum to this Agreement, the language in the Addendum shall take precedence but only for the service defined in that Addendum.
- (c) **FORCE MAJEURE.** Neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, riots, embargoes, strikes involving third parties, acts of Local Access Providers or of its vendors, or suppliers, acts of unrelated third parties, accidents, cable cuts, act(s) of God or any other event beyond its reasonable control.
- (d) **GOVERNING LAW.** The laws of the State of California shall govern this Agreement.
- (e) **NON LIBRARY USES:** Library understands that this agreement covers only library use of CalREN and of circuits provided hereunder and Library agrees that no other uses will be made of the services provided herein.
- (f) **ATTORNEYS FEES, COSTS AND EXPENSES.** In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

## **6. Entire Agreement**

This Agreement and any Addenda contemporaneously or subsequently executed by the parties constitute the entire Agreement between the parties regarding the subject matter of this Agreement and supersede all prior written or oral agreements with respect to such. This Agreement may not be modified orally, and no modification shall be binding unless in writing and signed by authorized representatives of both parties.

## **7. General Provisions**

### **7.1 Nondiscrimination:**

- (a) During the performance of this Contract, Califa and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Califa shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

**7.2** It is expressly agreed and understood by the parties hereto that if any provision of this Agreement is held to be or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Agreement shall remain in full force and effect.

**7.3** **Rights and Remedies:** The rights and remedies of Library provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

**8. Indemnification.** Library shall indemnify Califa, its trustees, officers, agents and employees harmless from and against any and all liability, loss, expenses (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Library its officers, agents, or employees.

Califa shall indemnify Library, its trustees, officers, agents and employees harmless from and against any and all liability, loss, expenses (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Califa, its officers, agents, or employees.

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

**For Library**


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**For Califa**

  
\_\_\_\_\_  
Signature

Paula MacKinnon  
\_\_\_\_\_  
Name

Executive Director  
\_\_\_\_\_  
Title

3/4/2020  
\_\_\_\_\_  
Date

**Appendix #1**  
**Provision, Installation and Maintenance**  
**Of Advanced Network (Data) Services:**  
**Reimbursement of Circuit Costs**

This Appendix lists the circuits contracted for by CENIC on behalf of Califa and the Library for connecting CENIC's fiber optic backbone to Library and for library connections that are not direct connections to CENIC's fiber optic backbone, e.g. direct connections between libraries. Library understands that CENIC will bill Califa, and Califa will bill Library, for actual costs of circuits charged by network service providers, including taxes and surcharges and without markup. Prior to approval of CENIC's Library consortium E-rate application by the FCC's E-rate contractor, not all applicable E-rate and CTF discounts will be reflected on invoices. After the E-rate application for any given year is approved, the network service provider will coordinate with CENIC to provide appropriate credits and such credits will be passed from CENIC to Califa and from Califa to the Library. Such credits are typically issued sometime during the fiscal year after the year in which the circuits are installed and services are first provided. In subsequent years, credits continue to be issued in the fiscal year after the year for which services have been provided. Library further understands that the exact discounted cost of circuits will not be known until after the E-rate consortium application is approved. The actual start date of the service, and therefore of circuit costs, will be dependent on coordination among CENIC, the Library and the network service provider. Any one-time (Non-recurring or NRC) costs included below are typically invoiced by carriers prior to circuit installation and will be invoiced to Library upon receipt of invoice to CENIC from carrier.



Customer: Banning Library District

Budget Summary Description: 1 Gbps to CENIC Hubsite

Line Item	NRC Non-Recurring Cost	MRC Monthly Recurring Cost	ARC Annual Recurring Cost
1 Equipment	\$0.00	\$0.00	\$0.00
2 Maintenance	\$0.00	\$0.00	\$0.00
3 Installation	\$0.00	\$0.00	\$0.00
4 Circuit	\$0.00	\$775.00 -	\$0.00
<b>Total</b>	\$0.00	\$775.00	\$0.00

<b>Annual Cost</b>	<b>\$9,300.00</b>
<b>E-rated Annual Cost†</b>	<b>\$465.00</b>
<b>Total for Year 1</b>	<b>\$9,300.00</b>
<b>E-rated Total for Year 1†</b>	<b>\$465.00</b>

\*Pricing does not include applicable taxes, surcharges, and fees. These costs may vary and will be included in invoices at CENIC's actual cost.

†If an Out of Band line is required, customer must provide a phone line for OOB or allow CENIC to order one and be reimbursed for both the one-time installation and ongoing monthly recurring costs.

\*NRC items are one-time costs billed upon execution of contract.

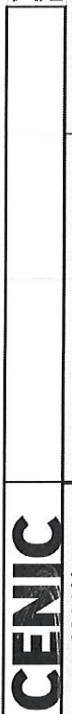
\*MRC items are billed quarterly.

†E-rate discount: percent discount indicated is an estimate based on data available at the time the quote was generated. Actual discount percentage will be identified by the E-rate authorities at a later point

†E-rate and CTF reimbursements are dependent upon the continued funding of these programs. CENIC/Califa cannot guarantee the E-rate and CTF discounts, and these discounts are subject to change.

†E-rate Costs may take up to 18 months to activate due to USAC processing time

Version: 1.0



LOCA\*\*

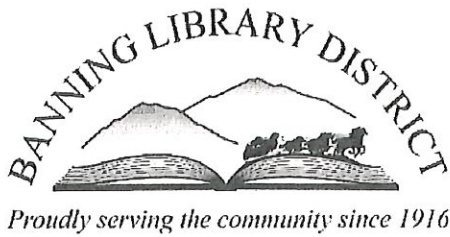
Site Name	CENIC Hubsite
Service Provider	Spectrum
Requested Bandwidth	1 Gbps

\*Pricing does not include applicable taxes, surcharges, and fees. These costs may vary and will be included in invoices at CENIC's actual cost.

E-rate discount: percent discount indicated is an estimate based on data available at the time the quote was generated. Actual discount percentage will be identified by the E-rate authorities at a later point.

Carrier Info			E-rate Discount		Total Discounted MRC	
Est Contract End Date	Non Recurring Cost	Monthly Recurring Cost for 5 year term	90.000%	Discounted MRC	Discounted NRC	Total Discounted NRC
7/1/2025	\$0.00	\$775.00		\$38.75	\$0.00	\$38.75

Banning Library



21 West Nicolet Street  
Banning, CA 92220  
951.849.3192 tel.  
951.849.6355 fax

www.banninglibrarydistrict.org

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## BOARD OF TRUSTEES

Meeting Date: March 11, 2020  
By: Kevin Lee, District Director  
Exhibit 13.3

### BOARD ACTION:

Approved as  
Recommended

Approved as  
Amended

Other: \_\_\_\_\_

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### TITLE:

Recommendation to approve \$3,200 for removal of rocks and landscape work in the removed rock area

### DISCUSSION/INFORMATION:

Some patrons have been throwing rocks at our library in the past. This was brought to the Board's attention. The Board decided to remove rocks in the bench and outer parking lot areas. Initially, staff removed the rocks by the bench, but discovered that the ground was uneven. This posed a safety risk and concern.

Staff sought for landscaping companies and received quotes from three different companies. Busy Bee Landscaping was the lowest cost for the same amount of work and materials.

The work involves:

- Removal of rocks;
- Haul and dispose rocks;
- Level the ground;
- Install weed barrier fabric;
- Lay down and water Decomposed Granite (DG) (12 tons);
- Compact DG.

### RECOMMENDATION:

That the Board approve \$3,200 for removal of rocks and landscape work in the removed rock area.