SJVLs Administrative Council
Agenda Packet
September 13, 2019

TO THE PUBLIC:

ENCLOSED ARE THE AGENDA AND PREPARED ATTACHMENTS FOR THIS MEETING.

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Fresno, CA 93721

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AGENDA

1) COUNCIL OPENING
   a) Call to Order
   b) Introductions
   c) Adoption of Agenda
   d) Public Comment
      Public comment on any items relative to SJVLS and not on the agenda.

2) CONSENT AGENDA
      (Attachment 1)

3) Financial Updates – Christiansen
   a) Status Update - Financial Reports (Attachment 2)
   b) Status Update – CLSA Report (Attachment 3)
   c) Status Update – Online Materials (Attachment 4)
   d) Status Update - Tech Reserve @ August 30, 2019 (Attachment 5)
   e) Seek approval – PLSEP Grant Submission, Acceptance and increase budget appropriations and
      estimated revenues (Attachment 6)

4) Seek Discussion & Approval – Alberto Martinez
   a) Selection of Erate & Telecommunications Consultant. (Attachment 7)
   b) Publish RFP 2019-003 Organizational Restructuring Consultant (Attachment 8)
   c) Fiscal Agent Discussion – Official Opinion by SJVLS attorney, John Shupe Esq. (Attachment 9)
5) Reports
   a) SJVLS Admin – Alberto Martinez
   b) Programming Librarian – Mary Ellen (Attachment 10)
   c) Senior Network Systems Engineer – Kevin (Attachment 11)

6) CALENDAR ITEMS
   a. Date and place of next Council Meeting: Date – Name of Place – Time

7) ADJOURNMENT
   Adjourn the Meeting.
1. COUNCIL OPENING

Council members present: Natalie Rencher (Kings), Amy Taylor (Merced), Darla Wegener (Tulare Co.), Raman Bath (Fresno), Heidi Clark (Tulare City), Alberto Martinez (Fresno), Mary Leal, (Coalinga/Huron), Patrick Fitzgerald (Madera), Vikki Cervantes (Porterville), Mark Lewis (Kern) and Janet Chase Williams (Mariposa)

Council members absent: Andie Sullivan (Kern).

Staff present: Karen Coletti (Fresno).

Others present: None.

a. Call to order: Opened by Janet Chase Williams at 10:04 AM.
b. Introductions: Round table.
c. Adoption of Agenda: Motion to approve the agenda: Heidi Clark (Tulare City), Second: Vikki Cervantes (Porterville)
d. Public Comment. None

2. CONSENT AGENDA


Motion to Approve: Heidi Clark (Tulare City) Second: Mark Lewis (Kern County)

3. ITEMS FOR INFORMATION/ACTION

a. RFQ For Fiscal Agent there was discussion. Everyone likes the clarity that Jeannie provides to the group. This is something that they felt had lacked in previous years and it brought comfort to them. Raman spoke on from the Fresno County side that Jeannie is working too much for SJVLS and it has been brought to his attention from other staff as well. It was stated that SJVLS Fiscal Agent is Fresno and there was discussion on what that meant. The group would like to bring in a consultant to review things and get another point of view. It was decided that keeping Jeannie working at the capacity she is doing is not in the best interest for Fresno County and could lead to potential burnout. Raman and Alberto discussed that the System Agreement from 1979 and this would need to be reviewed and updated. In the budget reserves for 2008-2009 there was a position added by Karen Bosch Cobb which could be a Librarian. Raman and Alberto offered to transition the duties that Jeannie and her group are now doing. This transition would be a 6-9-month process. The council agreed that this would better serve everyone. Alberto and Raman have lawyer in place for any help and proposed the following. 1.) Complete separation. 2.) SJVLS opens own bank account. 3.) Fresno County not Library becomes Fiscal Agent. Other County Agencies have this as well. 6.) Mark proposed switch employees. The Council would like to review the RFQ’s and return in September, in meantime Raman and Alberto will start moving forward to start the transition so that Jeannie has less duties overall.

b. JPA would be a good step before RFQ for Fiscal Agent is taken care of. Fresno to come back on Monday the 19th for additional options, including fiscal agent RFP. Alberto will review along with Heidi, Janet and Darla regarding RFP for E-Rate consultant.
c. Systems agreement will be brought back in September as well.

4. CALENDAR ITEMS
   a. Alberto explained about using the Microsoft Team on 365.
   b. September Meeting September 13th, at 10:00 AM, Bassett Memorial Wawona Library/
      7971 Chilnualna Falls Rd., Wawona, CA 95389

5. ADJOURNMENT Motion to Adjourn at 11:12 AM: Vikki Cervantes (Porterville): Second Mark
   Lewis (Kern)
San Joaquin Valley Library System  
Revenue and Expenses Trends - Annual  
August 31, 2019  
Fiscal Year 2019-20

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Tech Reserve Available Balance</td>
<td>$2,252,709</td>
<td>$2,375,706</td>
<td>$2,394,036</td>
<td>$2,357,575</td>
<td>$2,589,868</td>
<td>$2,473,397</td>
<td>$2,676,754</td>
<td>$2,662,801</td>
</tr>
<tr>
<td>Revenues Collected</td>
<td>$2,329,938</td>
<td>$2,381,982</td>
<td>$2,342,231</td>
<td>$3,545,992</td>
<td>$3,123,740</td>
<td>$2,074,018</td>
<td>$4,922,374</td>
<td>$13,052</td>
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<tr>
<td>Budget Expenses</td>
<td>$3,600,337</td>
<td>$3,716,067</td>
<td>$3,770,409</td>
<td>$4,126,021</td>
<td>$4,545,929</td>
<td>$4,343,965</td>
<td>$4,626,402</td>
<td>$4,314,359</td>
</tr>
<tr>
<td>Actual Expenses</td>
<td>$2,643,924</td>
<td>$2,926,690</td>
<td>$2,725,107</td>
<td>$3,484,128</td>
<td>$3,243,758</td>
<td>$3,349,110</td>
<td>$3,314,188</td>
<td>$407,716</td>
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<td>% of Actual to Budget</td>
<td>73%</td>
<td>79%</td>
<td>72%</td>
<td>84%</td>
<td>71%</td>
<td>77%</td>
<td>72%</td>
<td>9%</td>
</tr>
<tr>
<td>$ Unspent</td>
<td>$956,413</td>
<td>$789,377</td>
<td>$1,045,302</td>
<td>$641,893</td>
<td>$1,302,171</td>
<td>$994,855</td>
<td>$1,312,214</td>
<td>$3,906,644</td>
</tr>
<tr>
<td>% Unspent</td>
<td>27%</td>
<td>21%</td>
<td>28%</td>
<td>16%</td>
<td>29%</td>
<td>23%</td>
<td>28%</td>
<td>91%</td>
</tr>
</tbody>
</table>

100% 100% 100% 100% 100% 100% 100% 100%
### Appropriations, Revenue and Net Fund Balance

**For the Quarter Ending August 31, 2019**

<table>
<thead>
<tr>
<th>Account #</th>
<th>Category Description</th>
<th>Adopted Appropriations</th>
<th>Adjusted Appropriations as of 7-31-19</th>
<th>Total Expended (Includes CY Encumb)</th>
<th>FY2019-20 Encumb</th>
<th>% Spent</th>
<th>Benchmark</th>
</tr>
</thead>
<tbody>
<tr>
<td>6000</td>
<td>Salaries &amp; Benefits</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>0%</td>
<td>17%</td>
<td></td>
</tr>
<tr>
<td>7000</td>
<td>Services &amp; Supplies</td>
<td>$4,314,359</td>
<td>$4,314,359</td>
<td>$407,716</td>
<td>9%</td>
<td>17%</td>
<td></td>
</tr>
<tr>
<td>7800</td>
<td>Other Charges</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>0%</td>
<td>17%</td>
<td></td>
</tr>
<tr>
<td>7295</td>
<td>SJVLS Professional Services</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>0%</td>
<td>17%</td>
<td></td>
</tr>
<tr>
<td>8000</td>
<td>General Fixed Assets</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>0%</td>
<td>17%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Appropriations</strong></td>
<td></td>
<td><strong>$4,314,359</strong></td>
<td><strong>$4,314,359</strong></td>
<td><strong>$407,716</strong></td>
<td><strong>$0</strong></td>
<td><strong>9%</strong></td>
<td><strong>17%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account #</th>
<th>Account Description</th>
<th>Adopted Revenues</th>
<th>Adjusted Revenues as of 7-31-18</th>
<th>Revenues</th>
<th>Deferred Revenues</th>
<th>% Collected</th>
<th>Benchmark</th>
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<tbody>
<tr>
<td>5040</td>
<td>Other--Overdue Notices (Charges for Services)</td>
<td>$40,000</td>
<td>$40,000</td>
<td>$12,931</td>
<td>$0</td>
<td>1%</td>
<td>17%</td>
</tr>
<tr>
<td>5039</td>
<td>SJVLS Tech Reserve Charges</td>
<td>$1,444,948</td>
<td>$1,444,948</td>
<td>$12,931</td>
<td>$0</td>
<td>0%</td>
<td>17%</td>
</tr>
<tr>
<td>3380</td>
<td>Interest Tech Reserve Fund</td>
<td>$70,000</td>
<td>$70,000</td>
<td>$121</td>
<td>$0</td>
<td>100%</td>
<td>17%</td>
</tr>
<tr>
<td>5800</td>
<td>Miscellaneous Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5501</td>
<td>Telephone Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5504</td>
<td>Telephone Services-Non County</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4375</td>
<td>Grant-1 individual from Kern.</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$0</td>
<td>0%</td>
<td>17%</td>
</tr>
<tr>
<td>4841</td>
<td>SJVLS Member Contributions</td>
<td>$1,662,904</td>
<td>$1,662,904</td>
<td>$0</td>
<td>$0</td>
<td>0%</td>
<td>17%</td>
</tr>
<tr>
<td>3575</td>
<td>CLSA, CVIN, Y2B, CLSA add. Funding</td>
<td>$37,550</td>
<td>$37,550</td>
<td>$0</td>
<td>$0</td>
<td>0%</td>
<td>17%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td></td>
<td><strong>$3,596,402</strong></td>
<td><strong>$3,596,402</strong></td>
<td><strong>$13,052</strong></td>
<td><strong>$0</strong></td>
<td><strong>0%</strong></td>
<td><strong>17%</strong></td>
</tr>
</tbody>
</table>

**Fund Balance 4835 Agency Fund:**

- **Increase to Cash in Fund (-)**
  - $717,957

- **Decrease Cash in Fund (+)**
  - $394,664

**Benchmark:**

- # of PPs: 4.5
- # of Mos.: 2

**Financial Comments:**

Computer Ops (0130) will always be underspent by the amount SJVLS projects in...
## Total Amount Pending

<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
<th>Invoiced Amount</th>
<th>Payments Received</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coalinga</td>
<td>Member Fees, Smart Net and Postage</td>
<td>$21,785.00</td>
<td>$21,785.00</td>
<td></td>
</tr>
<tr>
<td>Fresno</td>
<td>Member Fees, Smart Net and Postage</td>
<td>$708,915.00</td>
<td>$708,915.00</td>
<td></td>
</tr>
<tr>
<td>Kern</td>
<td>Member Fees, Smart Net and Postage</td>
<td>$421,720.00</td>
<td>$421,720.00</td>
<td></td>
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<tr>
<td>Kings</td>
<td>Member Fees, Smart Net and Postage</td>
<td>$66,552.00</td>
<td>$66,552.00</td>
<td></td>
</tr>
<tr>
<td>Madera</td>
<td>Member Fees, Smart Net and Postage</td>
<td>$80,507.00</td>
<td>$80,507.00</td>
<td></td>
</tr>
<tr>
<td>Mariposa</td>
<td>Member Fees, Smart Net and Postage</td>
<td>$29,886.00</td>
<td>$29,886.00</td>
<td></td>
</tr>
<tr>
<td>Merced</td>
<td>Member Fees, Smart Net and Postage</td>
<td>$111,040.00</td>
<td>$111,040.00</td>
<td></td>
</tr>
<tr>
<td>Porterville</td>
<td>Member Fees, Smart Net and Postage</td>
<td>$46,950.00</td>
<td>$46,950.00</td>
<td></td>
</tr>
<tr>
<td>Tulare County</td>
<td>Member Fees, Smart Net and Postage</td>
<td>$153,930.00</td>
<td>$153,930.00</td>
<td></td>
</tr>
<tr>
<td>Tulare Public</td>
<td>Member Fees, Smart Net and Postage</td>
<td>$52,919.00</td>
<td>$52,919.00</td>
<td></td>
</tr>
</tbody>
</table>

**Total:**

<table>
<thead>
<tr>
<th>Invoiced Amount</th>
<th>Payments Received</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,694,204.00</td>
<td>$264,970.00</td>
<td>$1,429,234.00</td>
</tr>
</tbody>
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## Electronic Resources

<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
<th>Invoiced Amount</th>
<th>Payments Received</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coalinga</td>
<td>Electronic Resources</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td></td>
</tr>
<tr>
<td>Fresno</td>
<td>Electronic Resources</td>
<td>$300,000.00</td>
<td>$300,000.00</td>
<td></td>
</tr>
<tr>
<td>Mariposa</td>
<td>Electronic Resources</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Total:**

<table>
<thead>
<tr>
<th>Invoiced Amount</th>
<th>Payments Received</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$-</td>
<td>$-</td>
<td>$325,000.00</td>
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</table>
## Outstanding Invoice Summary

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<tr>
<th>Location</th>
<th>Description</th>
<th>Invoiced Amount</th>
<th>Payments Received</th>
<th>Remaining Balance</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coalinga</td>
<td>Fortinet Membership</td>
<td>$3,100.00</td>
<td>$3,100.00</td>
<td>$3,100.00</td>
<td></td>
</tr>
<tr>
<td>Fresno</td>
<td>Fortinet Membership</td>
<td>$3,100.00</td>
<td>$3,100.00</td>
<td>$3,100.00</td>
<td></td>
</tr>
<tr>
<td>Tulare Public</td>
<td>Fortinet Membership</td>
<td>$3,100.00</td>
<td>$3,100.00</td>
<td>$3,100.00</td>
<td></td>
</tr>
<tr>
<td>Tulare County</td>
<td>Fortinet Membership</td>
<td>$3,100.00</td>
<td>$3,100.00</td>
<td>$3,100.00</td>
<td>9/4/19</td>
</tr>
<tr>
<td>Madera County</td>
<td>Fortinet Membership</td>
<td>$3,100.00</td>
<td>$3,100.00</td>
<td>$3,100.00</td>
<td></td>
</tr>
<tr>
<td>Merced</td>
<td>Fortinet Membership</td>
<td>$3,100.00</td>
<td>$3,100.00</td>
<td>$3,100.00</td>
<td>9/4/19</td>
</tr>
<tr>
<td>Porterville</td>
<td>Fortinet Membership</td>
<td>$3,100.00</td>
<td>$3,100.00</td>
<td>$3,100.00</td>
<td></td>
</tr>
<tr>
<td>Kern</td>
<td>Fortinet Membership</td>
<td>$3,100.00</td>
<td>$3,100.00</td>
<td>$3,100.00</td>
<td></td>
</tr>
<tr>
<td>Kings</td>
<td>Fortinet Membership</td>
<td>$3,100.00</td>
<td>$3,100.00</td>
<td>$3,100.00</td>
<td></td>
</tr>
<tr>
<td>Fresno</td>
<td>Fortinet Membership</td>
<td>$3,100.00</td>
<td>$3,100.00</td>
<td>$3,100.00</td>
<td></td>
</tr>
</tbody>
</table>

| Total        | $31,000.00         | $6,200.00        | $24,800.00        |
State approved the transfer between line items

<table>
<thead>
<tr>
<th>Operations Type</th>
<th>Budget</th>
<th>Total Expenses</th>
<th>Pending Expenses</th>
<th>Total Projected Expenses</th>
<th>Unspent</th>
<th>Comments</th>
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</thead>
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<tr>
<td>Delivery</td>
<td>159,540.00</td>
<td>-</td>
<td></td>
<td>159,540.00</td>
<td>billed quarterly</td>
<td></td>
</tr>
<tr>
<td>Maintenance –Annual Plan</td>
<td>3,000.00</td>
<td>-</td>
<td></td>
<td>3,000.00</td>
<td>Renews annually in April</td>
<td></td>
</tr>
<tr>
<td>E-Resources</td>
<td>30,564.00</td>
<td>-</td>
<td></td>
<td>30,564.00</td>
<td>pending selections</td>
<td></td>
</tr>
<tr>
<td>Resource Sharing (Zipbooks, Link+depository)</td>
<td>22,970.00</td>
<td>-</td>
<td></td>
<td>22,970.00</td>
<td>pending selections</td>
<td></td>
</tr>
<tr>
<td>Telecommunications Switches</td>
<td>24,000.00</td>
<td></td>
<td></td>
<td>24,000.00</td>
<td>pending</td>
<td></td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>240,074.00</strong></td>
<td>-</td>
<td></td>
<td><strong>240,074.00</strong></td>
<td>-</td>
<td></td>
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### Online Materials

**Financial Update Report**

**Report Date:** 8/30/2019

**Total Online Materials:** 201,634

### Funding Source: Membership

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Budget Amount</th>
<th>Total Expenses</th>
<th>Unspent</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ebooks Bibliotheca</td>
<td>20,500</td>
<td></td>
<td>20,500</td>
<td>Mary Ellen</td>
</tr>
<tr>
<td>Pronunciator</td>
<td>31,000</td>
<td>28,000</td>
<td>3,000</td>
<td></td>
</tr>
<tr>
<td>EBSCO</td>
<td>86,600</td>
<td>86,515</td>
<td>85</td>
<td>Nathan will be putting out an RFP for this.</td>
</tr>
<tr>
<td>Additional database (ERC)</td>
<td>10,000</td>
<td></td>
<td>10,000</td>
<td>Nathan pending discussions with ERC</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>148,100</strong></td>
<td><strong>114,515</strong></td>
<td><strong>33,585</strong></td>
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</table>

### Funding Source: CLSA

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Budget Amount</th>
<th>Total Expenses</th>
<th>Unspent</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ebooks Bibliotheca</td>
<td>30,564</td>
<td></td>
<td>30,564</td>
<td>pending</td>
</tr>
<tr>
<td>Resource Sharing (Zipbooks, Link+depository)</td>
<td>22,970</td>
<td></td>
<td>22,970</td>
<td>pending</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>53,534</strong></td>
<td></td>
<td><strong>53,534</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Total Funding Sources:

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Total Expenses</th>
<th>Unspent</th>
</tr>
</thead>
<tbody>
<tr>
<td>$201,634</td>
<td>$114,515</td>
<td>$87,119</td>
</tr>
</tbody>
</table>
SAN JOAQUIN VALLEY LIBRARY SYSTEM
Tech Reserve Report (Acct 1435)
FY 2019-2020
Pre-Paid to Collect from Members
Report ending August 31, 2019

REVIEW OF CURRENT TECH RESERVES BALANCES

<table>
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**Fiscal Year 2018-2019**

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**Pre Paid Tech Reserve Detail**
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<td>Mariposa County Library Year 2 Equipment Balance Due April 2019</td>
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**Pre Paid Tech Reserve Detail**
### Pre Paid Tech Reserve Detail

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DATE: September 13, 2019

TO: SJVLS Admin Council

SUBMITTED BY: Jeannie Christiansen, Business Manager

SUBJECT: Approval of Retroactive Application/Agreement & Increase Budget

RECOMMENDED ACTION(S):

1. Retroactively authorize the previous submittal of an application to the Public Library Staff Education Program (PLSEP) on August 16, 2019;
2. Approve and authorize the Chairman to ratify the SJVLS Administrative Librarian execution of a retroactive application/agreement dated August 16, 2019 and acceptance of grant funds effective upon execution through September 30, 2020 ($30,399);
3. Authorize the Administrative Librarian, or their designee, to sign expenditure forms and activity reports for this agreement; and
4. Approval to Adopt Budget Resolution increasing FY 2019-20 appropriations and estimated revenues in the SJVLS Planning & Evaluation Org 9625 in the amount of $25,399 (4/5 vote).

..REPORT

The California State Library (CSL) has awarded a Library Services and Technology Act (LSTA) Public Library Staff Education Program (PLSEP) grant in the amount of $30,399 to SJVLS to oversee the program and reporting. The grant award recipients will be a total of eleven for Fresno (6), Madera (2), Kern (1) and Tulare (2).

The approval of the budget resolution in the fourth recommended action will increase appropriations and estimated revenues for the additional funds awarded $25,399.

FISCAL IMPACT:

There is no SJVLS Cost associated with the recommended actions. The $30,399 grant from the PLSEP will be used for training and other related costs ($27,636) and administration ($2,763) for staff costs to administer the program.

ATTACHMENTS

Attachment 6 – Resolution (Chairman signature)
Attachment 6 – PLSEP SJVLS Award Info
Attachment 6 – Application & Certification
SAN JOAQUIN VALLEY LIBRARY SYSTEM (SJVLS)  
STATE OF CALIFORNIA  
INCREASING FY 2019-20 APPROPRIATIONS & ESTIMATED REVENUES  
IN SJVLS ORGANIZATION 96250400  
IN THE AMOUNT OF $25,399

The agency will receive a PLSEP scholarship grant in the amount of $30,399. Said monies baseline are included in the budget in the amount of $5,000. The additional award are not included in the appropriations and estimated revenues.

Adopt Resolution increasing appropriations and estimated revenues for $25,399

BUDGET RESOLUTION

It is ordered that the Auditor-Controller/Treasurer-Tax Collector is authorized to increase appropriations and estimated revenues as follows:
Organization 96250400 as follows:

FUND NO. 4835 San Joaquin Valley Library System, JPA
SUBCLASS 10000
ORGANIZATION 96250400 Planning, Coordination & Evaluation

7000-SERVICES AND SUPPLIES
ACCOUNT 7415 Trans, Travel & Education $25,399
TOTAL SERVICES AND SUPPLIES $25,399
TOTAL APPROPRIATIONS $25,399

REVENUE
FUND NO. 4835 San Joaquin Valley Library System, JPA
SUBCLASS 10000
ORGANIZATION 96250400 Planning, Coordination & Evaluation
ACCOUNT 4375 Federal Grant $25,399
TOTAL REVENUE $25,399
TOTAL ESTIMATED REVENUES $25,399

THE FOREGOING, was passed and adopted by the following vote of the Board
SAN JOAQUIN VALLEY LIBRARY SYSTEM (SJVLS)
DATE Friday, September 13, 2019

APPROVED:__________________________________________________________________________

Janet Chase-Williams
Chairman of the Board
<table>
<thead>
<tr>
<th>To which cooperative library system does your library belong?</th>
<th>Phone Number</th>
<th>Street Address/P. O. Box</th>
<th>City</th>
<th>Zip Code</th>
<th>Submitter First Name</th>
<th>Submitter Last Name</th>
<th>AWARDED AMOUNT</th>
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<tbody>
<tr>
<td>San Joaquin Valley Library System</td>
<td>661-333-5278</td>
<td>701 Truxton Avenue</td>
<td>Kern-Bakersfield</td>
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<td>559-285-9811</td>
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<td>Fresno</td>
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<td>Alyssa</td>
<td>Furin</td>
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<td>221 South Mooney Blvd., Room #1</td>
<td>Visalia</td>
<td>93291</td>
<td>Russell</td>
<td>Neuhaus</td>
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<td>Fresno</td>
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<td>Lyndsey</td>
<td>Silveira</td>
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<td>Ruth</td>
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<td>San Joaquin Valley Library System</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>$27,636</strong></td>
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<tr>
<td><strong>INDIRECT-Admin Fee</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$2,763</strong></td>
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<tr>
<td><strong>TOTAL W/INDIRECT</strong></td>
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<td></td>
<td></td>
<td></td>
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<td><strong>$30,399</strong></td>
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</table>

| Fresno Member | 6 | $16,214 |
| Madera Member | 2 | $5,000  |
| Kern Member   | 1 | $1,000  |
| Tulare Member | 2 | $5,422  |

**$27,636**
San Joaquin Valley Library System

by Alberto Martinez in 2019/2020 Public Library Staff Education Program (PLSEP) Grant Application
Alberto.Martinez@sjvls.org

Original application

4. System DUNS Number 003527160

5. LSTA Funds Requested $30,399

6. Project Coordinator Name Alberto Martinez

Project Coordinator Title Administrative Librarian

Project Coordinator Email Address alberto.martinez@sjvls.org

Project Coordinator Business Phone Number 5596006283

System Mailing Address alberto.martinez@sjvls.org

System City Fresno

System Zip Code 93721

LSTA Goal, Primary Audience, and Project Intent Public Library Staff Education Fund grants fall under Goal 7 of the 2018-2022 LSTA Five Year Plan, "California libraries are staffed by a skilled and diverse workforce whose members engage in continuing education and leadership development opportunities, deliver high-quality library and information services, and effect positive change in their communities." The primary audience for the grants is "Library Staff, Volunteers and/or Trustees." The Project Intent for the grants is "Institutional Capacity: Improve the library workforce."

20. Scholarship Recipients PLSEP_SJVLS_AWARD_INFO.xlsx

21. Certification & Signature
2019/20 LSTA PUBLIC LIBRARY STAFF EDUCATION PROGRAM GRANT
CERTIFICATION & SIGNATURE

<table>
<thead>
<tr>
<th>Cooperative System:</th>
<th>San Joaquin Valley Library System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Title:</td>
<td>PUBLIC LIBRARY STAFF EDUCATION PROGRAM 2019-2020</td>
</tr>
</tbody>
</table>

As the duly authorized representative of the applicant system, I agree that if my project is funded, I will adhere to the instructions in the Grant Guide (http://www.library.ca.gov/grants/library-services-technology-act/plsep1920/), including:

- [x] Submit all forms and reports as required by the State Library
- [x] Conduct participant surveys as required by the State Library
- [x] Acknowledge the Institute of Museum and Library Services in all publicity and publications as required

I hereby certify that this project is *(check only one of the following boxes)*

A. [ ] An individual applicant that is CIPA compliant.
   The applicant library, as a public library, has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act.

B. [ ] Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified they are CIPA compliant.
   All public libraries, public elementary school libraries, and public secondary school libraries, participating in the application have complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act. The library submitting this application has collected Internet Safety Certifications from all other applicants who are subject to CIPA requirements. The library will keep these certifications on file with other application materials, and if awarded funds, with other project records.

C. [x] Not Subject to CIPA Requirements.
   The CIPA requirements do not apply because no funds made available under this LSTA grant will be used to purchase computers that can access the Internet or to pay for direct costs associated with accessing the Internet.

I have read and support this LSTA Grant Application.

<table>
<thead>
<tr>
<th>System Director Name:</th>
<th>Alberto Martinez</th>
<th>Title:</th>
<th>Administrative Librarian</th>
</tr>
</thead>
</table>

System Director Signature: [Signature]

Date: 8/16/2019
Telecommunications & Erate Consultant

Approval for selection of:
1. Vendor - EdTechnologyFunds.
2. Execute contract with terms effective upon execution to be signed by SJVLS Admin Council Chair.

This document is being presented to seek approval the Administrative Council’s authorization for SJVLS Staff to enter into a contract with EdTechnologyFunds for a period of two years not to exceed $60,000 per year, with two optional years at the same cost.

**Background**

With the Admin Council’s approval, the SJVLS staff published RFP SJVLS-20-002 in July 2019. Four proposals were presented by the following organizations:

- Learningtech.org
- CSM
- EdTechnologyFunds
- Infinity Communications & Consulting, Inc

The RFP evaluation process was facilitated by Alberto Martinez (SJVLS Administrative Librarian). The evaluators of the RFP were Janet Chase-Williams (Director- Mariposa County Library), Darla Waeger (Director- Tulare County), Heid (Director-Tulare Public Library) and Mary Ellen Tyckoson (SJVLS Library Program Manager). Each member read the responses independently and ranked according the matrix attached below.

These results were reviewed with the SJVLS Senior Networking Engineer since they would work extensively with the vendor. This process found EdTechnologyFunds to be the highest ranked and most favorable vendor given the RFP that was published. The bid by EdTechnologyFunds showed extensive experience with Public Libraries & Consortia. Among other factors, the base price of the proposal included service to the 20 sites for Erate, additional consulting for all other 110 sites within the consortia for services beyond Erate and was economically viable.
Organizational Restructuring Consultant
September 16, 2019

IMPORTANT: SUBMIT PROPOSAL IN SEALED PACKAGE WITH PROPOSAL NUMBER, CLOSING DATE AND BUYER’S NAME MARKED CLEARLY ON THE OUTSIDE TO:

SAN JOAQUIN VALLEY LIBRARY SYSTEM
2420 Mariposa ST
FRESNO, CA 93721-2204

Closing date of bid will be at 4:00 p.m., on October 4th

PROPOSALS WILL BE CONSIDERED LATE AFTER 3:00 P.M. PACIFIC TIME
Proposals will be opened and publicly read at that time. All proposal information will be available for review after contract award.

Clarification of specifications is to be directed to:
Alberto Martinez  e-mail alberto.martinez@sjvls.org

GENERAL CONDITIONS:
See “San Joaquin Valley Library System Purchasing Standard Instructions And Conditions For Request For Proposals (RFP’S) and Requests for Quotations (RFQ’S)” attached. Check San Joaquin Valley Library System website at http://www.sjvls.org for RFQ documents and changes.

BIDDER TO COMPLETE
UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED PROPOSAL SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE “SAN JOAQUIN VALLEY LIBRARY SYSTEM PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR PROPOSALS (RFP’S) AND REQUESTS FOR QUOTATIONS (RFQ’S)” ATTACHED.
SAN JOAQUIN VALLEY LIBRARY SYSTEM
STANDARD INSTRUCTIONS AND CONDITIONS FOR
REQUESTS FOR PROPOSALS (RFP’S) AND REQUESTS FOR QUOTATIONS (RFQ’S)

Note: the reference to “bids” in the following paragraphs applies to RFP’s and RFQ’s

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

   A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.

   B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.

   C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.

   D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.

   E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.

   F) All bids must be dated and signed with the firm’s name and by an authorized officer or employee.

   G) Unless otherwise noted, prices shall be firm for 180 days after closing date of bid.

2. SUBMITTING BIDS:

   A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.

   B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The System shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by the System at least 5 working days before bid opening or by the question deadline stated in the RFP/RFQ. All addenda issued shall be in writing, duly issued by the System and incorporated into the contract.
C) ISSUING AGENT/AUTHORIZED CONTACT: This RFQ/RFP has been issued by San Joaquin Valley Library System. The System’s purchasing contact shall be the vendor’s sole point of contact with regard to the RFQ/RFP, its content, and all issues concerning it.

All communication regarding this RFQ/RFP shall be directed to an authorized representative of the System. The specific staff member managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ/RFP. Contact with any other System representative, including elected officials, for the purpose of discussing this RFQ/RFP, its content, or any other issue concerning it, is prohibited unless authorized by the System. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other System representatives, may constitute grounds for rejection by System of the vendor’s quotation.

The above stated restriction on vendor contact with System representatives shall apply until the System has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ/RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the System’s established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Administrative Council to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Council.

D) Bids received after the closing time will NOT be considered.

E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor’s license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

3. FAILURE TO BID:

A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

A) San Joaquin Valley Library System is subject to California sales and/or use tax (8.975%). Please indicate as a separate line item if applicable.

B) DO NOT include Federal Excise Tax. System is exempt.
C) System is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as San Joaquin Valley Library System.

D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION:


6. AWARDS:

A) Subject to the local preference provisions referenced in Paragraph 7 below and more thoroughly set forth in the General Requirements section of this RFQ/RFP, award(s) will be made to the most responsive responsible bidder. The evaluation will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the System. The System shall be the sole judge in making such determination.

B) Unless bidder gives notice of all-or-none award in bid, System may accept any item, group of items or on the basis of total bid.

C) The System reserves the right to reject any and all bids and to waive informalities or irregularities in bids.

D) After award, all bids shall be open to public inspection. The System assumes no responsibility for the confidentiality of information offered in a bid.

7. LOCAL VENDORS

A) Local Vendor Preference (applicable to RFQ Process only)

The following provisions are applicable only to the System’s acquisition of materials, equipment or supplies through the RFQ process when the funding source does not require an exemption to the Local Vendor Preference.

THE PROVISIONS OF THIS PARAGRAPH ARE APPLICABLE, NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS RFQ TO THE CONTRARY

If the apparent low bidder is not a local vendor, any local vendor who submitted a bid which was within five percent (5%) of the lowest responsive bid as determined by the purchasing agent shall have the option of submitting a new bid within forty-eight hours (not including weekends and holidays) of System’s delivery of notification. Such new bids must be in an amount less than or equal to the lowest responsive bid as
determined by the purchasing agent. If the purchasing agent receives any new bids from local vendors who have the option of submitting new bids within said forty-eight-hour period, it shall award the contract to the local vendor submitting the lowest responsible bid. If no new bids are received, the contract shall be awarded to the original low bidder as announced by the purchasing agent.

B) Local Vendor Defined

“Local Vendor” shall mean any business which:

1. Has its headquarters, distribution point or locally-owned franchise located in or having a street address within the San Joaquin Valley Library System service area for at least six (6) months immediately prior to the issuance of the request for competitive bids by the purchasing agent; and

2. Holds any required business license by a jurisdiction located in Merced, Mariposa, Madera, Fresno, Kings, Tulare or Kern Counties; and

3. Employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Merced, Mariposa, Madera, Fresno, Kings, Tulare or Kern Counties, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within Merced, Mariposa, Madera, Fresno, Kings, Tulare or Kern Counties.

8. TIE BIDS:

All other factors being equal, the contract shall be awarded to the local vendor or, if neither or both are local vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of this RFQ state that they are applicable, the provisions of the System Local Vendor Preference shall take priority over this paragraph.

9. PATENT INDEMNITY:

The vendor shall hold the System, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

10. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within 30 days of bid closing date) be returned at the bidder's expense. In the absence of such notification, System shall have the right to dispose of the samples in whatever manner it deems appropriate.

11. RIGHTS AND REMEDIES OF SYSTEM FOR DEFAULT:
A) In case of default by vendor, the System may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the System shall be considered the prevailing market price at the time such purchase is made.

B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse System for expenses related to delivery of non-specified goods or services.

C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

12. DISCOUNTS:

Terms of less than 15 days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the System. Standard terms are Net Forty-five (45) days.

13. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS.

The “General Conditions” provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

14. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the System a Material Safety Data Sheet for each product, which contains any substance on “The List of 800 Hazardous Substances”, published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act. California State Labor Code Sections 6360 through 6399.7.)

15. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

16. YEAR COMPLIANCE WARRANTY

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.
In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to System’s ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the System may otherwise have under this Agreement with respect to defects other than year performance.

17. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the San Joaquin Valley Library System harmless.

18. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to System’s monitoring of said compliance.

Vendor may be a business associate of System, as that term is defined in the “Privacy Rule” enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information (“PHI”) to perform functions, activities or services for or on behalf of System as specified by the System, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures if PHI may not be more expansive than those applicable to System, as the “Covered Entity” under HIPAA’S Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the System, or as required by law without written notice to the System.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of System, shall comply with the same restrictions and conditions with respect to such information.

19. APPEALS
Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations. Appeals should be submitted to San Joaquin Valley Library System, 2420 Mariposa Street, Fresno, California 93721 to the attention of the buyer designated on the RFP/RFQ cover letter. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

System will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of the buyer, he/she shall have the right to appeal to the SJVLS Administrative Librarian within seven (7) business days after System’s notification; except if, notified to appeal directly to the Administrative Council at the scheduled date and time.

If the protesting bidder is not satisfied with Buyer/Administrative Librarian’s decision, the final appeal is with the Administrative Council.

20. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

21. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to the San Joaquin Valley Library System, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the System’s final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

22. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.
In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  
  - violation of a federal or state antitrust statute;
  
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  
  - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

**TABLE OF CONTENTS**

OVERVIEW

KEY DATES

PROPOSAL IDENTIFICATION SHEET

TRADE SECRET ACKNOWLEDGEMENT

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

REFERENCE LIST

PARTICIPATION

GENERAL REQUIREMENTS

SPECIFIC TERMS AND CONDITIONS

SCOPE OF WORK

COST PROPOSAL

PROPOSAL CONTENT REQUIREMENTS

AWARD CRITERIA
OVERVIEW

1. Purpose:
The San Joaquin Valley Library System (SJVLS), a library Consortia headquartered in Fresno, California, seeks proposals from qualified consultants with experience working with public library consortia to review and assess our organizational structure, operations, as well as our service delivery policies and practices so that the organization may improve its operations, update current guiding documentation, and prepare the organization to become a fully independent agency in the future.

The consultant will recommend practical, achievable and realistic revisions and adjustments to the organizational structure of SJVLS that will detail the following:

- Create a pathway that will allow SJVLS to assume greater responsibility in carrying out the tasks and objectives of the organization with the goal of an autonomous agency.
- Recommend modification to the JPA to provide flexibility, efficiency and accountability in all aspects of service.
- Outline roles, responsibilities and authority of SJVLS staff & member libraries.
- Eliminate duplication and overlap of responsibilities within the organization.
- Identify best course of action for the provision of services be it by SJVLS staff, subcontracting external service providers, or through service agreements with member libraries.
- Improve our delivery time and quality of services.

2. Background
SJVLS is a library consortium established in 1979 under the California Library Services Act by the public library systems of Fresno, Kern, Kings, Madera, Merced, Mariposa, and Tulare Counties, and the city/district libraries of Coalinga-Huron, Porterville, and Tulare. In all, SJVLS represents 10 library jurisdictions and 110 individual library locations including large urban, medium city/suburban, and small, isolated rural libraries. The consortium was established with the intent of partnering to coordinate activities, share resources, and exchange expertise. This sharing of resources and collaborating with shared goals have enabled the member library to deliver higher quality services than they would be able to deliver on their own.

The Fresno County Public Library was the leader in establishing the Joint Powers Agreement and is designated as the fiscal agent in said agreement. Until recent years, the Fresno County Librarian also served as the Administrative Librarian for SJVLS. SJVLS staff members have been employees of Fresno County since its inception and Fresno County’s Central Library houses SJVLS offices and the System’s data center. In addition to the dedicated SJVLS staff, significant financial and administrative duties are carried out by Fresno County Library. Many of these activities have been financed through reimbursements from SJVLS funds. Nevertheless, the organizational model and its process have been determined to be unsustainable due to the increasing complexity of services coupled with changes in distribution of costs, and the time required to carry out the fiscal and administrative duties. As such, SJVLS seeks to create a clearly defined long-term strategy with specific milestones that will allow help it define a new
organizational model so that it may become a self-sustaining and efficient agency with enough resources, infrastructure and staff to operate independently.

We anticipate that the contracted vendor will need to work in tandem with the organizations’ legal department to draft and update new legal documents so that the organization may implement the necessary modifications in order to achieve the outlined goals of this project.

**KEY DATES**

- **RFP Issue Date:** September 16, 2019
- **Vendor Teleconference:** September 26, 2019
  (Calling instructions will be posted on [www.sjvls.org](http://www.sjvls.org) the week prior)
- **Deadline for emailed request for interpretations or Corrections of RFP:** September 27, 2019
- **E-mail:** alberto.martinez@sjvls.org
- **Response to Questions Posted:** October 2, 2019
- **RFP Closing Date:** October 11, 2019
RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

Our proposal is attached and identified as:

________________________________________________________________________

________________________________________________________________________

The undersigned agrees to furnish the service stipulated at the prices and terms stated in the cost proposal.

Work services will commence within 7 calendar days after signing of the final contract

Company:

________________________________________________________________________

Address:

________________________________________________________________________

City: State: Zip:

Signed by:

________________________________________________________________________

Print Name

________________________________________________________________________

Print Title

________________________________________________________________________

Telephone

________________________________________________________________________

E-mail Address
Date:
TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the System shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every citizen has a right to inspect any public record".

The System will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by San Joaquin Valley Library System's legal counsel to determine conformance or non-conformance to this definition. Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc. Such material should be submitted in a separate binder not marked "Trade Secret".

INFORMATION THAT IS IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. SYSTEM WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."
The System shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required under the provision of law or by order of Court.

Vendors are advised that the System does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.
TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the San Joaquin Valley Library System has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret."

Enter company name on appropriate line:

__________________________ has submitted information identified as Trade Secrets in a separate marked binder.**

(Company Name)

__________________________ has not submitted information identified as Trade Secrets.

(Company Name)

ACKNOWLEDGED BY:

____________________________________________________________________________________

Signature Telephone

____________________________________________________________________________________

Print Name and Title Date

____________________________________________________________________________________

Address

City

State

Zip

**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.
DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property

- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the System in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (https://sam.gov/SAM/pages/public/searchRecords/advancedPIRSearch.jsf); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the System harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: ___________________________ Date: ___________________________

_________________________________ (Printed Name & Title) ___________________________

_________________________________ (Name of Agency or Company)
REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services (preferably California State or local government agencies). Be sure to include all requested information.

Reference Name: ___________________________ Contact: ________________
Address: __________________________________________________________
City: _______________ State: _______________ Zip: _______________
Phone No.: ____________________________ Date: ______________________
Service Provided: ____________________________________________________

Reference Name: ___________________________ Contact: ________________
Address: __________________________________________________________
City: _______________ State: _______________ Zip: _______________
Phone No.: ____________________________ Date: ______________________
Service Provided: ____________________________________________________

Reference Name: ___________________________ Contact: ________________
Address: __________________________________________________________
City: _______________ State: _______________ Zip: _______________
Phone No.: ____________________________ Date: ______________________
Service Provided: ____________________________________________________

Reference Name: ___________________________ Contact: ________________
Address: __________________________________________________________
City: _______________ State: _______________ Zip: _______________
Phone No.: ____________________________ Date: ______________________
Service Provided: ____________________________________________________

Reference Name: ___________________________ Contact: ________________
Address: __________________________________________________________
City: _______________ State: _______________ Zip: _______________
Phone No.: ____________________________ Date: ______________________
Service Provided: ____________________________________________________
Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.
PARTICIPATION

The San Joaquin Valley Library System is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the San Joaquin Valley Library System harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to System.

☐ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐ No, we will not extend contract terms to any agency other than the San Joaquin Valley Library System

________________________________________________________________________

(Authorized Signature)

________________________________________________________________________

Title

Note: This form/information is not rated or ranked in evaluating proposal.
GENERAL REQUIREMENTS

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal and is identified on the "Provider" line of the Proposal Identification Sheet.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference does apply to this Request for Proposal.

RFP CLARIFICATION AND REVISIONS: Any revisions to the RFP will be issued and distributed as written addenda.

FIRM PROPOSAL: All proposals shall remain firm for at least one hundred eighty (180) days.

PROPOSAL PREPARATION: Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

San Joaquin Valley Library System will not be held liable for any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

SUPPORTIVE MATERIAL: Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in electronic form in PDF format along with a physical copy in a binder. The physical copy must allow for easy removal of pages, with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

SALES TAX: San Joaquin Valley Library System pays California State Sales Tax in the amount of 8.975% regardless of vendor's place of doing business. Services are generally not subject to sales and use tax unless part of the fabrication of a tangible item as described in the California State Board of Equalization website http://www.boe.ca.gov/sutax/staxregs.htm.

RETENTION: San Joaquin Valley Library System reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.
**ORAL PRESENTATIONS:** Each finalist may be required to make an oral presentation and answer questions from System personnel.

**AWARD/REJECTION:** The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the System. The System shall be the sole judge in making such determination. The System reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected.

System Staff will chair or cochair all award, evaluation and contract negotiation committees. Award may require approval by the San Joaquin Valley Library System Administrative Council.

**NEGOTIATION:** The System will prepare and negotiate its own contract with the selected vendor, giving due consideration to the stipulation of the vendor's standard contracts and associated legal documents.

**WAIVERS:** The System reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the System may require.

**TERMINATION:** The System reserves the right to terminate any resulting contract upon written notice.

**MINOR DEVIATIONS:** The System reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

**PROPOSAL REJECTION:** Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

**ASSIGNMENTS:** The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the San Joaquin Valley Library System.

**BIDDERS LIABILITIES:** San Joaquin Valley Library System will not be held liable for any cost incurred by vendors in responding to the RFP.

**CONFIDENTIALITY:** Bidders shall not disclose information about the System's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor’s quotation without prior written approval from the San Joaquin Valley Library System.
BACKGROUND REVIEW: The System reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the System, the vendor consents to such an inquiry and agrees to make available to the System such books and records the System deems necessary to conduct the inquiry.

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond.

ACQUISITIONS: The System reserves the right to obtain the whole system as proposed or only a portion of the system, or to make no acquisition at all.

OWNERSHIP: The successful vendor will be required to provide to the San Joaquin Valley Library System documented proof of ownership by the vendor, or its designated subcontractor, of the proposed programs.

EXCEPTIONS: Identify with explanation, any terms, conditions, or stipulations of the RFP with which you CAN NOT or WILL NOT comply with by proposal group.

ADDENDA: In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

CONFLICT OF INTEREST: The System shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Administrative Council finds that special circumstances exist which justify the approval of such contract:

1. Employees of the System or public agencies for which the Administrative Council is the governing body.

2. Profitmaking firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.

3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.

4. Profitmaking firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.

5. No System employee, whose position in the System enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic
dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

6. In addition, no System employee will be employed by the selected vendor to fulfill the vendor’s contractual obligations to the System.

FRESNO COUNTY ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED

No officer or employee of the System who separates from System service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any System consultant, vendor, or other System provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the System relationship with the consultant, vendor or other System provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit or prosecuted as a criminal misdemeanor.

EVALUATION CRITERIA: Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The System shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

SELECTION PROCESS: All proposals will be evaluated by a team consisting of representatives from System staff and member libraries. It will be their responsibility to make the final recommendations. System will chair the evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the System. Furthermore, System shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, System shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and System shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to System employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save System harmless from all matters relating to payment of Contractor's employees, including compliance with Social
Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the System or to the Agreement.

**HOLD HARMLESS CLAUSE:** Contractor agrees to indemnify, save, hold harmless and at System's request, defend the System, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to System in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the San Joaquin Valley Library System will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the System.

**ADDRESSES AND TELEPHONE NUMBERS:** The vendor will provide the business address and mailing address, if different, as well as the telephone number and email address of the individual signing the contract.

**ASSURANCES:** Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The San Joaquin Valley Library System has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

**INSURANCE:**

Without limiting the System's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. **Commercial General Liability**

Commercial General Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence and an annual aggregate of Two Million Dollars ($2,000,000). This policy shall be issued on a per occurrence basis. SYSTEM may require specific coverages...
including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars ($250,000.00) per person, Five Hundred Thousand Dollars ($500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars ($50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars ($500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000.00) per occurrence, Three Million Dollars ($3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the San Joaquin Valley Library System, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or selfinsurance, maintained by System, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to System.

Within Thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the San Joaquin Valley Library System, Jeffrey Crosby, Administrative Librarian, 2420 Mariposa St. Fresno, CA 93721, stating that such insurance coverage have been obtained and are in full force; that the San Joaquin Valley Library System, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the San Joaquin Valley Library System, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
additional insured shall apply as primary insurance and any other insurance, or selfinsurance, maintained by System, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to System.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the System may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

AUDIT AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to the San Joaquin Valley Library System, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the System's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

DEFAULT: In case of default by the selected bidder, the System may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the System.

BREACH OF CONTRACT: In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

SAMPLE CONTRACT: Submitted as a part of bidder's response to the RFP, shall be a sample of the contract he is proposing with the San Joaquin Valley Library System. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

CONFIDENTIALITY
All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to System’s monitoring of said compliance.

Vendor may be a Business associate of System, as that term is defined in the “Privacy Rule” enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information (“PHI”) to perform functions, activities or services for or on behalf of System, as specified by the System, provided
that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to System, as the “Covered Entity” under HIPAA’S Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the System, or as required by law without written notice to the System.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of System, shall comply with the same restrictions and conditions with respect to such information.

**APPEALS**

Appeals must be submitted in writing within *seven (7) business days after notification of proposed recommendations. Appeals shall be submitted to San Joaquin Valley Library System, ATTN: Administrative Librarian, 2420 Mariposa Street, Fresno, California 93721-2204. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

System will provide a written response to the complainant within *seven (7) business days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of System, he/she shall have the right to appeal to the Administrative Librarian within seven (7) business days after System’s notification; except, if notified to appeal directly to the Administrative Council at the scheduled date and time.

If the protesting bidder is not satisfied with Administrative Librarian’s decision, the final appeal is with the Administrative Council.

*The seven (7) business day period shall commence upon the date that the notification is issued by the System.*
SPECIFIC TERMS AND CONDITIONS

ISSUING AGENT: This RFP has been issued by San Joaquin Valley Library System. The System shall be the vendor’s sole point of contact with regard to the RFP, its content, and all issues concerning it.

AUTHORIZED CONTACT: All communication regarding this RFP shall be directed to an authorized representative of System. The specific staff member managing this RFP is identified on the cover page, along with the persons corresponding contact information. This person is the primary point of contact for discussions or information pertaining to the RFP. Contact with any other System representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by System. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other System representatives, may constitute grounds for rejection by System of the vendor’s quotation.

The above stated restriction on vendor contact with System representatives shall apply until the System has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the System’s established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Administrative Council to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Council.

NUMBER OF COPIES: Submit one (1) original, with an electronic version in PDF format enclosed in a USB flash drive, along with three (3) copies of your proposal no later than the proposal acceptance date and time as stated on the front of this document to San Joaquin Valley Library System Purchasing. The cover page of each document is to be appropriately marked “Original” or “Copy”.

*Bidder shall submit one (1) USB flash drive that includes the PDF file containing the complete proposal excluding trade secrets. The USB flash drive should accompany the original binder and should be either attached to the inside cover of the binder or inserted in an attached sleeve or envelope in the front of the binder to ensure the electronic document is not misplaced.

INTERPRETATION OF RFP: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing via email or fax. Any change in the RFP will be made only by written addendum, duly issued by the System. The System will not be responsible for any other explanations or interpretations.
Questions may be submitted subject to the following conditions:

a. Such questions are submitted in writing to the System not later than September 27, 2019. Questions must be directed to the attention of alberto.martinez@sjvls.org, Administrative librarian.

b. Such questions are submitted with the understanding that System can respond only to questions it considers material in nature.

c. Questions shall be e-mailed to alberto.martinez@sjvls.org, Administrative librarian.

**SELECTION COMMITTEE:** All proposals will be evaluated by a review committee that may consist of San Joaquin Valley Library System staff, member library staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee’s responsibility to make the final recommendation to the System.

**CONTRACT TERM:** It is System's intent to contract with the successful bidder for a term of two (2) years with the option to renew for up to two (2) additional one (1) year periods. System will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

**AUDITED FINANCIAL STATEMENTS:** Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, complied or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
SCOPE OF WORK
The firm selected will be responsible for providing the following services:

Creating a strategy so that SJVLS achieve a greater level of autonomy independent from Fresno County Public Library.

Analyze the organization’s structure, policies, agreements and previous organizational studies to contextualize the situation of SVJLS.

Conduct Interviews with SJVLS members and staff.

Organize & participate in meetings with SJVLS members and staff.

Conduct benchmark analysis of similar library consortia across the USA in order to identify possible solutions, functional organizational models, and best practices.

Gather and analyze relevant information that will aid in providing solutions so that will optimize administrative and operational processes in a sustainable manner.

Preparing an analysis of department staffing levels to determine if restructuring of the the SJVLS offices are required.

Create long-term strategy with short-term milestones that will aid in carrying out the proposed strategy.

Collaborate in drafting SJVLS guiding documents & policies to reflect strategy.

The vendor will provide a written report documenting the following:
  Study process
  Data collection and analysis
  Findings and recommendations
  Recommended content to include in the organization’s guiding documents & policies.
  Associated fiscal impacts of recommended actions.
  Implementation plan and schedule

A draft of the report will be presented to the Admin Council, and a final draft will be delivered that incorporates the comments provided by SJVLS.
COST PROPOSAL

A. Proposals may be prepared in any manner to best demonstrate cost effectiveness. Costs should be reasonable and feasible to accomplish the scope of work outlined in this RFP.

B. Cost proposals should describe the bidders expenses related to providing services to meet each task, including hourly rates for identified personnel. Detail all charges.

PROPOSAL CONTENT REQUIREMENTS

Bidders are requested to submit their proposals in accordance to the General Requirements & Specific Terms & Conditions. Not meeting these requirements may disqualify the applicant. The content and sequence of the proposals must be structured as follows:

I. PROPOSAL IDENTIFICATION SHEET (as provided).

II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the contact information including name, address and telephone number of the person or persons who will be authorized to make representations for the bidder
   a. The cover letter must state whether the bidder is an individual, partnership or corporation. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the organization, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.

III. TABLE OF CONTENTS.

IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.

V. TRADE SECRET ACKNOWLEDGMENT:
   a. Sign and return.

VI. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder’s proposals meet those requirements. The exceptions shall be noted as follows:
   a. Exceptions to General Requirements.
 SJVLS Year-number rfp for year  

b. Exceptions to Background/Scope of Work.  
c. Exceptions to Specific Terms and Conditions.  
d. Exceptions to Proposal Content Requirements.  

VII. VENDOR COMPANY DATA: This section should include:  
a. narrative which demonstrates the vendor’s basic familiarity or experience with  
problems associated with this service/project.  
b. Descriptions of any similar or related contracts under which the bidder has  
provided services.  
c. Descriptions of the qualifications of the individual(s) providing the services.  
d. Any material (including letters of support or endorsement) indicative of the  
bidder's capability.  
e. A brief description of the bidder's current operations, and ability to provide the  
services.  
f. Reference List (form provided).  
g. Copies of the audited Financial Statements for the last three (3) years for the  
agency need not be included in response but must be made available on request.  
h. Describe any terminated contracts for services similar to the vendor’s current bid  
for the RFP and provide the following:  
   I. Agency contracted with.  
   II. Date of original contract.  
   III. Reason for termination.  
   IV. Contact person and telephone number for agency.  
i. Describe any pending lawsuits or legal actions:  
   I. Location filed, name of court and docket number.  
   II. Nature of the lawsuit or legal action.  
j. Describe any past payment problems with the County:  
   I. Funding source.  
   II. Date(s) and amount(s).  
   III. Resolution.  
   IV. Impact to financial viability of organization.  

VIII. SCOPE OF WORK:  
a. Bidders are to use this section to provide a summary description of their  
proposal.  
b. When reports or other documentation are to be a part of the proposal a sample  
of each must be submitted. Reports should be referenced in this section and  
submitted in a separate section entitled "REPORTS."  
c. Complete description of any alternative solutions or approaches to  
accomplishing the desired results.  

IX. REPORTS: Samples of reports referenced should be displayed in this section.  

X. COST PROPOSAL: Vendors must include a completed Cost Proposal Sheet. In  
addition, quotations may be added and may be prepared in any manner to best  
demonstrate the worthiness of your proposal. Include rates for all services,  
materials, equipment, etc. to be provided under the proposal.
XI. CONTRACT: If vendor has a standard contract, a copy should be provided.

AWARD CRITERIA

Contracts will be awarded by Service. Failure to meet eligibility and general requirements stated in the Scope of Work will bar a response from consideration.

COST
As submitted under the "COST PROPOSAL" section.

CAPABILITY AND QUALIFICATIONS
1) Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy System's needs and to what degree?

2) Does the bidder demonstrate the necessary technical knowledge and skills that would enable them to successfully provide the requested services?

3) The amount of demonstrated experience in providing the services desired in a comparable library setting.
INTRODUCTION

You have requested our opinion regarding the ability of your joint powers agency to contract with a third party to become the JPA's new fiscal agent, replacing Fresno County as the fiscal agent. For the reasons indicated below, in my opinion replacing Fresno County as fiscal agent will require that your founding agreement be amended.

DISCUSSION

A. Facts and Assumptions. The San Joaquin Valley Library System ("SJVLS") is an entity formed by various cities and counties in and adjacent to the San Joaquin Valley by agreement bearing the date November 20, 1979 ("the Agreement"). The Agreement describes the entity thereby created as a cooperative library system formed pursuant to Section 18740 of the Education Code, part of the Library Services Act ("Act"). Section 18740 describes the types of cooperative library systems which are eligible for funds available under the Act. Neither the statute, nor the Agreement, refer to the California Joint Powers law, Government Code section 6500 et seq. ("JPA statute") as providing a procedural basis to form this or other library services entities. The Agreement, however, does contain at least some of the substantive provisions the JPA statute requires, including that a fiscal agent be explicitly identified. (Government Code §6505.5) My own experience, and my conversations with the State Librarian, indicate that most library systems qualifying for funding under the Act are formed as joint powers agencies. If for some reason the Agreement was ever tested in court, I believe the court would interpret it as being controlled by the JPA statute. I therefore adopt that approach in interpreting it for the purposes of providing this opinion.

B. Analysis. A joint powers agreement, considered a "public contract", will be interpreted according to the same rules governing the interpretation of contracts between private parties. (Civil Code §1635) Those rules include that unambiguous language creating an obligation on a party which is not illegal, will be enforced. (Civil Code §§1638, 1639, 1643, 1644) Section 11 of the Agreement provides:
"11. Administration of the System. Subject to the supervision, policies and decisions of the Administrative Council, the System shall be administered by the County of Fresno through its agent the Fresno County Free Library (hereinafter "FCFL"). In addition to all other administrative responsibilities, FCFL shall prepare and submit applications for system grants upon the direction and with the approval of the Administrative Council.

**Fresno County is hereby designated fiscal agent for the System. Fresno County shall receive all funds accruing to the System, hold such monies in trust for the System, and pay and distribute such monies to the parties or contractors providing goods and services in accordance with the System's budget.** However, Fresno County shall not be required to make any payment on behalf of the System for which there are insufficient funds in the System's account. In the administration of its duties hereunder, Fresno County shall not be required to incur any expense for which funds have not been provided in the System's budget." (emphasis added)

Section 11 of the Agreement is not ambiguous. Designating a party to the JPA agreement to be its fiscal agent is not illegal. In fact, designation of a fiscal agent is required where the JPA agreement creates a separate entity. (Government Code §6505.5) Repeated references, in the Agreement, to "System" does suggest an intent that the Agreement creates a separate entity distinct from the parties to the contract. I conclude that Section 11 is binding on the System and the parties to the Agreement. This means that the System must retain Fresno County as its fiscal agent unless and until the Agreement is terminated, or Section 11 is modified by amendment to allow use of a third party.

Termination of the Agreement can be accomplished, unilaterally, by Fresno County's withdrawal. (Agreement, section 13) Otherwise, termination of the Agreement requires a majority vote of the System's members. (Id.) Termination would trigger System obligations regarding satisfaction of System liabilities and return of System assets to its members in proportion to their historical contributions. (Id.) If the goal here is to keep the System alive, termination does not seem to be the most prudent route to obtaining authority to use a third party fiscal agent.

The more prudent option would seem to be amending the Agreement to eliminate Fresno County's role as designated fiscal agent. Unfortunately, the Agreement is silent regarding the process for amending. The JPA statute also contains no procedure for amendments, and no provision requiring agreement by all, or only a percentage of, members to accomplish an amendment. This lack of contract or statutory authority creates several issues, primarily (1) whether the consent of all or a lesser percentage of members is necessary to accomplish amendment; and (2) whether consent can be obtained by vote of members at a Council meeting, or requires passage by the separate governing boards and/or councils of each member. Article V of the System Bylaws, apparently adopted March 2, 2018, authorizes amendment to the Bylaws upon two-thirds majority vote. This, however, does not answer the question of whether the same percentage is sufficient to accomplish amendment of the Agreement. [footnote 1]
[Text of footnote 1: On the other hand, and as noted, section 13 of the Agreement requires only a majority vote of the members to terminate the entire System. One might ask why unanimity or any greater percentage of members should be required to accomplish a mere amendment.]

Under these circumstances, probably the safest course is to assume that unanimous consent of the membership is required. Setting the bar at two-thirds, or a majority, might expose the amendment to legal challenge by an unhappy member.

On the other hand, I see much less risk in having the members express their consent, or lack thereof, at a regular or special meeting of the Administrative Council. The Agreement requires all members to have a representative on the Council. (Agreement, section 3) By prior communications the System could insure that each member is adequately appraised of the proposed amendment, with sufficient advance notice to allow each member representative to obtain direction from her governing board/council.

CONCLUSION

Switching fiscal agents will require the System to amend section 11 of its Agreement. If the System is considering an amendment to section 11, there are other provisions, required by the JPA statute, which need to be added and/or updated in the Agreement as well. Thus, putting a comprehensively amended Agreement before the members, rather than just an amendment to section 11, may be worth considering.
BlueCloud Mobile continues to see steady usage. Around 1,100 new devices download the app each month and the app is launched around 1,000 times per day. Around 8,000 requests are placed per month and over 7,000 renewals are completed. Wymer has added a “smart” banner to Enterprise to alerts those accessing it via a mobile device to the availability of the app with a link to the appropriate store for their device.

A new version of Enterprise has been released with added support for responsive design (resizing/arranging the screen to fit the device). We are studying the changes and will schedule an upgrade soon.

A patched client-only upgrade for Horizon is available. Among other things, that patched client seems to have fixed our problems with auto-renewal. Having now run a successful test with Porterville, we’ll slowly add other locations while watching the behavior to make sure that all of the renewal rules are being followed.

Boyer has made significant progress on the new sjvls.org website with a public launch imminent.

Numbers from Horizon for state reports are available on the system shares/Administration/Reports/Member State Reports/2018-2109/ folder. The key files are counts_2019_7_1.xlsx and circ_stats_2018_19.xlsx. Each file has a first tab that identifies other tabs to use for the various sections of the state report. Spreadsheets with HIP and Enterprise usage statistics are also available in the folders along with other statistics for the year.

Planning for the shutdown of HIP for public searching on January 2nd continues. The biggest problem is users with huge My Lists on HIP and who have previously logged in to Enterprise. We can work with SirsiDynix to do a one-time reset of selected borrowers to allow an Enterprise login to “slurp” over HIP My Lists for that user. Chris is working on a web form for borrowers to request the reset, which will probably take place in early December.

The Automation Committee has to subgroups looking at SMS notice options and self registration options.
Attachment 11  
San Joaquin Valley Library System  
Information Technology Plan  
2019-2022  

Introduction  
Every three years The Senior Network Engineer of SJVLS will carry out the process of reviewing and updating the San Joaquin Valley Library System's networking & connectivity infrastructure plan.  

The plan has the following purposes:  

- Assure that the IT Infrastructure provide through SJVLS membership meets the current & potential needs of the consortia members.  
- Help with annual work plans for SJVLS IT staff.  
- Aid in developing the annual SJVLS budget.  

The plan is part of the greater SJVLS Strategic Planning process and is carried out by doing the following:  

- Surveying the present state of the art in library network.  
- Integrating input from SJVLS’ functional committees and its’ member library representatives.  
- Identifying and carrying out IT-Related objectives in the SJVLS strategic plan.  
- Make recommendations for future SJVLS Planning  

The plan is reviewed & approved by the SJVLS Administrative Council and progress reporting is done on a Biannual basis in April & October.  

Planning of issues regarding the ILS is carried out through dialogue with the consortia members, ILS administrator & the Automation Committee and is limited to providing the required infrastructure to carry out the goals & objective of the ILS which will be planned separately.  

Guiding Principles of SJVLS IT  
Technology Planning for SJVLS is oriented around the following principles:  

**SJVLS IT will adapt to the needs of member libraries**  
Public Libraries seek to promote access, confidentiality/privacy, democracy, diversity, education and lifelong learning, intellectual freedom, preservation of information, and fostering interaction within local community members.
SJVLS’ IT infrastructure should help member libraries to implement technology in a manner that allows them to carry out these objectives. In this way, the architecture can be accepted on its own merits rather than in a prescriptive manner.

SJVLS IT helps to foster innovation.
Public Libraries are constantly reinventing themselves to keep up with the needs of their communities. For this reason, SJVLS IT infrastructure must be built in a way that does supports rather than constricts creativity, elegance, or unique needs.

SJVLS IT is sustainable.
Public libraries require a dependable infrastructure to provide the best possible service at all times. For this reason, SJVLS networking infrastructure must guarantee peak optimal performance throughout the course of time.

SJVLS IT is cost effective
Sadly, Public Libraries are often underfunded. Because of this, the acquisitions that libraries make should provide a greater worth for the resources utilized. IT infrastructure should then be structured in a manner that maximizes its worth.

SJVLS IT is standards-based
Because of its inherent collaborative nature, public libraries have traditionally created, promoted and utilized various standards for their operations. This same spirit should be adopted in IT decision making. As such, SJVLS IT Staff aims to utilize proven technologies that lessen our need to build specific solutions that result in creating something that already exists. In this way we harness the power of a global community of professionals utilizing shared solutions.
Technological Aspects of SJVLS Strategic Plan

SJVLS is currently operating under the FY 2018-19 through FY 2020-21 Strategic Plan. The following items of the strategic plan fall under the domain of the IT Infrastructure staff:

- Schedule a minimum of 3 virtual sessions to troubleshoot issues and concerns.
- Visits each HQ Annually.
- Provide advance notice to directors regarding mandatory tech meetings.
- ERC shares a minimum of one report per year on new recommended technology to Admin Council.
- Establish a set of guiding rules for a tech reserve contingency and set a minimum contribution for unexpected needs.
- Hold annual discussion of technology needs in Fall Summit.
- Develop communication plan between Directors and SJVLS staff for discussion of fiscal and staff workload impact of technology projects.
- Develop disaster recovery plan.
Current Technology Overview

The following services are provided:

- Maintenance of Central Network
- Updating & development of System-wide Infrastructure
- Ordering of equipment
- Overseeing E-Rate financing for development of the network
- Technical Support
- Inventory Management

SJVLS network services include:

- Internet content filtering,
- Web-server development
- Antivirus protection
- Email
- Spam blocking
- Ticketing System
- PC auditing
- Inventory management.
- Cooperative implementation of new technologies.
State of Infrastructure & Objectives

Telecommunications Network: All 110-member library locations are connected to the central network via dedicated circuits, predominately Metro Ethernet using fiber optic connections ranging from 10 Mbps, 100Mbps, and 1 Gbps but with some locations on legacy circuits at 1.5 Mbps. The headquarters for each jurisdiction act as the hub sites for their respective branches. Bandwidth usage is monitored via licensed PRTG software to identify locations at or near their bandwidth limits. Internet access is centralized at the headquarters as well, with bandwidth upgraded to 1 Gbps. A Fortigate firewall, managed by the System is at each HQ. See Appendix A for bandwidth by location.

Internet content filtering and firewalling is provided through Fortigate Firewall appliances located at each HQ. These appliances are managed by System staff based on the requirements of each library jurisdiction. This hardware is sustained through an annual subscription for updates and maintenance.

Installation of building data cabling is coordinated through the System Office but is the responsibility of the member library. The current system standard is Cat6 for all new construction, remodel or renovation projects. Installation of wireless service for public access have occurred in several locations. However, current bandwidth limitations have precluded expansion of this service in all areas.

Telecommunications Network Objective 1
In 2010 The Federal Communications Commission (FCC) published “Connecting America: The National Broadband Plan”. As part of this plan, the FCC sought to guarantee 1gbps for every library in America. In order for the SJVLS member libraries to accomplish this goal, the following library headquarters will require router upgrades to 10gbps to be able to distribute increased bandwidth to branches.

- Fresno
- Kern
- Merced
- Tulare County
- Kings

Telecommunications Network Objective 2
SJVLS IT Staff recommend building redundancy into the network by creating a second site in the SJVLS member region. This will guarantee continual service in the case of an outage at the system office headquarters in Fresno California. Ideally this would be Tulare Public Library given the available infrastructure.

Telecommunications Network Objective 3
Implement contingency plan for the Server Room in Fresno in case of power outage to that will guarantee that backup power is provided to Cooling unit & Server Runnings.

Make necessary modifications to the server room.

Purchase service plan.

Computer Network: The System runs a Windows 2012 active directory network; all computers are joined to the domain; and all staff members have user accounts. File servers support users for system-
wide file sharing and sharing within the library jurisdiction. Larger system members such as Kern, Fresno, and Tulare County have file servers dedicated to their jurisdiction. Some members operate intranets within their jurisdictions.

Applications Support
The System provides a wide array of technology services to its members.

Web site hosting
The System operates its own web server and efforts are limited to maintaining www.sjvl.org and the SJVLS Digital Collections (Omeka).

E-mail:
Microsoft Office 365 provides e-mail services to all member libraries. Current configuration supports mail groups for committees and communication to staff at all branch libraries.

Library Automation
A shared ILS, SirsiDynix Horizon, supports library functions such as cataloging, circulation, acquisitions, and serials at all locations. The ILS infrastructure is mixture of locally-hosted & Cloud-based systems. Any modifications relating to the ILS will be handled through the ILS administrator or through the automation committee.

Databases
The System coordinates purchases, and subscriptions of commercial databases & electronic Resources.

PC Support—Hardware
Most members purchase PCs and peripherals through the System in order to take advantage of volume discounts and to ensure that equipment meets System standards. The System has adopted a five-year replacement cycle for CPUs. Peripherals are purchased as required.

PC Support—Hardware Objective:
As part of the Tech Plan, the NSE will establish & carry out a periodic review of its acquisition strategy to guarantee that its purchasing procedure is the most-cost effective given the requirements & standards set by SJVLS. This includes the following aspects:

- Quality of build
- Durability
- Quality of vendor support
- Ease of maintenance
- Cost efficiency

This periodic review will result in a report to aid in transparency in decision-making.

PC Support—Software
The System Office facilitates purchase of selected computer software, including Microsoft Office Professional and Symantec Antivirus Enterprise Edition. Member libraries are encouraged to use TechSoup to acquire Microsoft licenses when possible, and the System Office maintains a copy of all licenses regardless of purchaser in order to support imaging of PCs. Antivirus protection for all PCs is purchased and coordinated centrally to ensure that PCs on the network are protected. A System staff member has been trained by Symantec on the use of the Antivirus program.
Network management
TrackIt! software is in use throughout the system to provide PC software and hardware auditing for software license compliance, network planning, technology inventory, and replacement planning information. The help desk features of TrackIt! provide efficiencies in reporting and tracking trouble tickets. Also, in use are PRTG for traffic and uptime monitoring as well as NEDI for hourly network port scans.

Management of public use computers is supported through recommended configurations, imaging of new PCs, consultation with local technical support personnel, and directly provided technical support. Print management services are provided through a system-wide purchase of Envisionware’s LPT:One software, which is in use at most locations. Public computer time management is provided by Envisionware’s PC reservation software among the members, with support by the System Office. System members work with SJVLS staff to create a locked-down public PC profile. The purpose is to ensure the security of computer hardware and the network.

**Network Management Objective 1**
Utilize the end-of-useful-life or end-of-maintenance dates in the device record of TrackIt!.

**Network Management Objective 2**
Ensure that existing equipment can be upgraded to the IOS needed to support emerging needs. This will be done by carrying out the following tasks:

- Define router/switch IOS requirements in order to
- Verify that the equipment is upgraded.
- Replace equipment as required. (Report)

**Network Management Objective 3**
Create policies & workflows that allows for the validation of system-level modifications by SJVLS Staff. This can be done by creating a new set of admin user groups so that any changes to the system services and software can be validated by the SJVLS SNSE.

Training
SJVLS is working to improve system-wide training. Regular training is planned for both PC support and automation activities. Specialized training is being sought for system staff, which can then share new skills with member libraries. Areas of interest include software, hardware and network support.
Training Objective 1:
Update & Maintain relevant documentation on the SJVLS Intranet

Training Objective 2:
Create an annual calendar of scheduled visits by SJVLS networking Staff

Training Objective 3:
Organize an annual gathering of Networking Staff

Recommendations for future SJVLS Planning

Update Computer Systems Agreement & Establish Ownership of Equipment
Much of this work will be contingent upon establishing ownership of the networking equipment. In the original computer systems agreement that was drafted in April 1983 (https://sjvls.sharepoint.com/sites/TheSource/SitePages/COMPUTER-SYSTEM-AGREEMENT.aspx) Ownership of the equipment was such that SJVLS were the owners of the Central Site Equipment and minimal remote site equipment.

It is the recommendation of the SJVLS IT Staff that a new computer systems agreement be drafted such that SJVLS will be the custodians of all routers & switches across the member library network. This will facilitate in future planning, maintenance & replacement of equipment. This cost should be considered in annual budgeting so that it not result in new or unexpected charges to member libraries.

Establish Policies regarding cooperation with non-library IT staff beyond buildings.
In 2007 a policy entitled Requirements for Provision of Service to Joint-Use Libraries by the San Joaquin Valley Library System was implemented that established https://sjvls.sharepoint.com/sites/TheSource/SitePages/REQUIREMENTS-FOR-PROVISION-OF-SERVICE-TO-JOINT-USE-LIBRARIES-BY-SJVLS.aspx
It is the recommendation of SJVLS IT staff that this policy be reviewed & to reflect current circumstances and to continue being an effective policy. Having this policy updated will also allow us to clearly define the level of service that we are able to provide to all member library locations.

Review & implement levels of service policy
Previously SJVLS had established a policy relating to levels of service for technical support. https://sjvls.sharepoint.com/sites/TheSource/SitePages/provision-of-core-services-and-premium-services.aspx
Given changes in leadership & evolving needs, it is the recommendation of SJVLS IT staff that this policy be reviewed, updated (if necessary) & implemented. Doing so will help to understand service level expectations and provide equitable services for the entire network of libraries.
REVIEW AND EVALUATION

The Technology Plan and the Strategic Plan are to be reviewed annually as part of the budget development process. Based on available funding, anticipated staffing levels, and emerging priorities, specific projects identified in both plans are implemented, deferred, or set aside as no longer needed or not feasible in the foreseeable future.

Effectiveness of each project is assessed as appropriate through staff or public feedback, either directly to system staff or through member library customer feedback channels. Special projects and grant-funded initiatives have their own separate evaluation channels.