



AGENDA
PLACENTIA LIBRARY DISTRICT
BOARD OF TRUSTEES
UNUSUAL DATE MEETING

January 24, 2022

6:30 p.m.

Community Meeting Room

411 E. Chapman Avenue

Call-in Number: (669) 900-6833

Meeting ID: 850 1206 7452








Password: 046086

Mission Statement:

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

The Centennial Vision Statement:

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

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

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

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

PLEDGE OF ALLEGIANCE Library Board President

CALL TO ORDER

1. Call to Order Library Board President

2. Roll Call Recorder

3. Adoption of Agenda

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

Presentation: Library Director

Recommendation: Adopt by Motion

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

TRUSTEE & ORGANIZATIONAL REPORTS

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

CONSENT CALENDAR (Items 9 – 22)

Presentation: Library Director
Recommendation: Approve by Motion

Items 9 – 22 may be considered together as one motion to approve the Consent Calendar. Items may be removed for individual consideration before the Consent Calendar is adopted. Items removed must then each have a separate motion.

MINUTES (Item 9)

9. Minutes of the December 20, 2021 Library Board of Trustees Regular Date Meeting. (Receive & File and Approve)

CASH FLOW ANALYSIS (Items 10 – 11)

10. Check Register for December 2021. (Receive & File and Approve)
11. FY2020-2021 Fund Balance through December 2021; the Schedule of Anticipated Property Tax Revenues for FY2020-2021 as provided by the Orange County Auditor. (Receive & File).

TREASURER'S REPORTS (Items 12 – 16)

12. Financial Reports for December 2021 for Placentia Library District Accounts on Deposit with the Orange County Treasurer. (Receive & File)
13. Revenue and Expenditure Reports for December 2021. (Receive & File)
14. Acquisitions Report for December 2021. (Receive & File)
15. Entrepreneurial Activities Report for December 2021. (Receive & File)
16. Library Impact Fee Report for December 2021. (Receive & File)

GENERAL CONSENT REPORTS (Items 17 – 19)

17. Personnel Report for December 2021. (Receive, File, and Ratify Appointments)
18. Circulation Report for December 2021. (Receive & File)
19. Review of Shared Maintenance Costs with the City of Placentia under the JPA. (Receive & File)

STAFF REPORTS (Items 20 – 23)

20. Administration Report for December 2021.
21. Children's Services Report for December 2021.
22. Adult Services Report for December 2021.
23. Placentia Library Web Site & Technology Report for December 2021.

NEW BUSINESS

24. California State Library Grant Report.
25. Review and Discuss Placentia Library District 6000 Series Policies – Library Operations.
26. Review and Discuss the Proposal for IT Consultant Service.
27. Review and Discuss the Proposal for Facilities Impact Fee Study (Nexus Study).
28. Discuss AB361 and Virtual Meeting Attendance for Trustees.
29. Consider Censure of Trustee Shioura or other appropriate action, as directed by the Library Board of Trustees.

AGENDA DEVELOPMENT

30. Agenda Preparation for the February Unusual Date Meeting which will be held on February 23, 2022 unless re-scheduled by the Library Board of Trustees.

ADJOURNMENT

31. The Library Board of Trustees will adjourn the Unusual Date January 24, 2022 meeting.

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

I, Jeanette Contreras, Library Director of the Placentia Library District, hereby certify that the Agenda for the January 24, 2022 Unusual Date Meeting of the Library Board of Trustees of the Placentia Library District was posted on January 18, 2022.



Jeanette Contreras, Library Director



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MINUTES
PLACENTIA LIBRARY DISTRICT
REGULAR DATE MEETING OF THE BOARD OF TRUSTEES
DECEMBER 20, 2021

CALL TO ORDER

President Martin called the Regular Date Meeting of the Placentia Library District (PLD) Board of Trustees to order on December 20th, 2021 at 6:30 p.m.

Members Present: President Jo-Anne Martin, Secretary Gayle Carline, Trustee Sherri Dahl (arrived at 6:37pm), Trustee Al Shkoler; Trustee Hilaire Shioura.

Members Absent: None.

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

Counsel Present: None.

Guests: Terry Kintz, Placentia Resident; Luke Harwick, Patron; Laura DeLeon, Library Clerk.

ADOPTION OF AGENDA

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

AYES:	Martin, Carline, Dahl, Shkoler
NOES:	Shioura
ABSENT:	None

ORAL COMMUNICATION

None (Item 4).

BOARD PRESIDENT REPORT

President Martin began her report with a reminder of a memorandum from Mr. Aranda from the Board Development Training in October. Mr. Aranda reminded each board member to do the following at the next Board meeting:

1. *Allow the Board President to recognize the speaker and everyone listen, without interrupting, to the individual that has the floor.*
2. *Avoid negative body language or facial gestures. Sincerely attempt to listen to the person speaking.*
3. *Throughout the meeting keep in mind the Placentia Library District's Mission Statement and focus your comments on the agenda and in relation to the Placentia Library District.*
4. *During the discussion of specific agenda items, each Trustee is welcome to present their views on the item in relation to the Library District business. During the vote typically a yes or no will suffice because your fellow trustees and the public have heard your thoughts on the subject matter.*

President Martin mentioned not knowing Trustee Shioura's whereabouts at the November board meeting and his initiated coffee request with President Martin before the meeting. Trustee Shioura was a no show for both meetings and failed to communicate his absences to the District. Trustee Shioura did not respond

regarding why he was absent for either the November Board Meeting or the pre-meeting coffee request he asked with President Martin.

It was a busy month for President Martin as she attended the Tree Lighting Ceremony, Blue-Ribbon Committee, Prayer Breakfast, Tamale Festival, Herald Opening, Alyssa’s Goodbye Luncheon, a lunch meeting with Drs. Voiza and Joseph Arnold and a meeting with Financial Partner’s Credit Union Board Members regarding STEM programming opportunities. President Martin also participated in two Rotary food distributions and the Downey Christmas Parade on behalf of the Financial Partner’s Credit Union.

TRUSTEE & ORGANIZATIONAL REPORTS

Secretary Carline attended the Tree Lighting Ceremony and Prayer Breakfast.

Trustee Dahl attended Tree Lighting Ceremony, Placentia Round Table Women’s Club Meeting, assisted with friendship soup sales, attended the Orange County Council of Government Conference, PLFF Board Meeting, and Alyssa’s Goodbye Luncheon.

Trustee Shioura spoke with residents interested in running for the two opening positions on the Board in the upcoming at-large election.

Trustee Shkoler attended the Tree Lighting Ceremony, Tamale Festival, Herald Opening, and Alyssa’s Goodbye Luncheon.

LIBRARY DIRECTOR REPORT

Library Director Contreras attended the Prayer Breakfast, Boys & Girls Club Board Meeting, Alyssa’s Goodbye Luncheon, Staff Development Day and a lunch with Drs Voiza and Joseph Arnold, who have now donated \$15,000 to the library. Moreover, Director Contreras announced the library has received 10 laptops and hot spots from the California State Library. She thanked Business Manager, Fernando Maldonado, for his work in securing \$56,000 in California COVID Relief Funding from the California Finance Department; IT Consultant, Jeremy Yamaguchi, for securing \$3,500 grant from Microsoft, and Assistant Library Director, Yesenia Baltierra for securing \$5,000 for ZipBooks.

FRIENDS FOUNDATION REPORT

Placentia Library Friends Foundation (PLFF) President Naydia Chantaransompoth was absent due to a family obligation. Trustee Dahl reported out on PLFF’s revenues returning to pre-Covid numbers and the success of the Letters to Santa program.

CONSENT CALENDAR

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

- AYES: Martin, Carline, Dahl, Shkoler
- NOES: Shioura
- ABSENT: None

MINUTES FOR NOVEMBER 15, 2021 REGULAR DATE MEETING.

The minutes for the November 15th, 2021 Regular Date Board Meeting were received, reviewed and filed as amended (Item 9).

- AYES: Martin, Carline, Dahl, Shkoler

NOES: Shioura
ABSENT: None

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

Check Registers for November 2021 (Item 10)
Fund 707 Balance Report for November 2021 (Item 11)
Financial Reports through November 2021 for Placentia Library District Accounts on Deposit with the Orange County Treasurer and Placentia Library District General Ledger: Summary of Cash and Investments. (Item 12)

**GENERAL CONSENT
REPORTS**

Balance Sheets for November 2021 (Item 13)
Acquisitions Report for November 2021 (Item 14)
Service Revenue Report for November 2021 (Item 15)
Library Impact Fee Report for November 2021 (Item 16)
Personnel Report for November 2021 (Item 17)
Circulation Report for November 2021 (Item 18)
Review of Shared Maintenance Costs with the City of Placentia (Item 19)

STAFF REPORTS

Administration Report for November 2021 (Item 20)
Children’s Services Report November 2021 (Item 21)
Adult Services Report for November 2021 (Item 22)
Placentia Library Website Technology Report for November 2021 (Item 23)

ELECTION OF OFFICERS.

The following positions were open for elections for the 2022 year - President (Incumbent is President Martin) and Secretary (Incumbent is Secretary Carline). Secretary Carline nominated President Martin to continue as President. This nomination was seconded by Trustee Dahl. Trustee Shioura then nominated himself for President. The nomination did not receive a second, therefore, the motion failed. A roll call vote was taken for President Martin to be elected as President:

AYES: Martin, Carline, Dahl, Shkoler
NOES: Shioura
ABSENT: None

It was then motioned by President Martin to nominate Secretary Carline as Secretary. This motion was seconded by Trustee Dahl. No other trustees wished to nominate. A roll call vote was taken for Secretary Carline to be elected as Secretary:

AYES: Martin, Carline, Dahl, Shkoler
NOES: Shioura
ABSENT: None

Trustee Shioura was again reminded of Mr. Aranda’s training guidance regarding Trustee conduct during Board meetings as follows:

During the discussion of specific agenda items, each Trustee is welcome to present their views on the item in relation to the Library District business. During the vote typically a yes or no will suffice because your fellow trustees and the public have heard your thoughts on the subject matter.

APPOINTMENT OF LIBRARY BOARD REPRESENTATIVES FOR 2022 BY THE BOARD PRESIDENT.

The Board reviewed incumbent Board Representatives for the following agencies: Special District Local Area Formation Commission (LAFCO) Selection Committee, Orange County Council of Governments (OCCOG), Representative to the Placentia Library Friends Foundation (PLFF), Independent Special Districts of Orange County (ISDOC), Personnel Committee, and the Joint Use Committee. After an in-depth discussion, the following positions were motioned to be appointed:

Representative to Special District Local Area Formation Commission (LAFCO) – Secretary Carline and Trustee Shkoler as alternate. A roll call vote was taken:

- AYES: Martin, Carline, Dahl, Shkoler
- NOES: Shioura
- ABSENT: None

Representative to the Orange County Council of Governments (OCCOG) – Trustee Dahl and Secretary Carline as alternate. A roll call vote was taken:

- AYES: Martin, Carline, Dahl, Shkoler
- NOES: Shioura
- ABSENT: None

Representative to the Placentia Library Friends Foundation (PLFF) – Trustee Dahl and President Martin as alternate. A roll call vote was taken:

- AYES: Martin, Carline, Dahl, Shkoler
- NOES: Shioura
- ABSENT: None

Representative to the Independent Special District of Orange County (ISDOC) – Secretary Carline and President Martin as alternate. A roll call vote was taken:

- AYES: Martin, Carline, Dahl, Shkoler
- NOES: Shioura
- ABSENT: None

Personnel Committee – Secretary Carline and Trustee Dahl. A roll call vote was taken:

- AYES: Martin, Carline, Dahl, Shkoler
- NOES: Shioura
- ABSENT: None

Joint Use Agreement Committee – President Martin and Secretary Carline. A roll call vote was taken:

- AYES: Martin, Carline, Dahl, Shkoler
- NOES: Shioura
- ABSENT: None

Trustee Shioura was again reminded of Mr. Aranda’s training guidance regarding Trustee conduct during Board meetings as follows:

During the discussion of specific agenda items, each Trustee is welcome to present their views on the item in relation to the Library District business. During the vote

typically a yes or no will suffice because your fellow trustees and the public have heard your thoughts on the subject matter.)

**ADOPT RESOLUTION 21-08:
A RESOLUTION OF THE
BOARD OF TRUSTEES OF
THE PLACENTIA LIBRARY
DISTRICT OF ORANGE
COUNTY TO ESTABLISH THE
BOARD OF TRUSTEES
REGULAR MEETING DATES
FOR CALENDAR YEAR 2022.**

The Board reviewed the recommended regular meeting dates and times for 2022. After discussing availabilities. The following dates were selected for the 2022 Board of Trustees Meetings:

- Monday, January 24th (January 17th is Martin Luther King Day, Library is open)
- Wednesday, February 23rd (February 21st is President’s Day, Library is closed)
- Monday, March 21st
- Monday, April 18th
- Monday, May 16th
- Monday, June 20th
- Monday, July 18th
- Monday, August 15th
- Monday, September 19th
- Monday, October 17th
- Monday, November 21st
- Monday, December 19th

It was then motioned to read Resolution 21-08: A Resolution of the Board of Trustees of the Placentia Library District of Orange County to Establish the Board of Trustee Regular Meeting Dates for Calendar Year 2022. It was then motioned by President Martin and seconded by Secretary Carline to adopt Resolution 21:08. A roll call vote was taken:

- AYES: Martin, Carline, Dahl, Shkoler
- NOES: Shioura
- ABSENT: None

Trustee Shioura was again reminded of Mr. Aranda’s training guidance regarding Trustee conduct during Board meetings as follows:

During the discussion of specific agenda items, each Trustee is welcome to present their views on the item in relation to the Library District business. During the vote typically a yes or no will suffice because your fellow trustees and the public have heard your thoughts on the subject matter.)

**REVIEW AND DISCUSS A
PATRON’S COMPLAINT
REGARDING BARBARA & ED
HEMMERLING GROUP
STUDY ROOMS.**

Library Director Contreras reported the District received an email from a patron expressing displeasure about Policy 6055 - Barbara & Ed Hemmerling Group Study Rooms. Patron has been using the library over three years to meet with her students. She offers private tutoring service. It was brought to staff’s attention patron has been reserving the study rooms to meet with her students during the afternoon hours. On November 9 and 17, 2021, the patron was informed of Policy 6055 and provided with a copy of the policy. Patron declined a copy of Policy 6055. An exemption was made to allow the patron to use the group study room during her visit on November 10, 2021. It was requested by District library staff to be able to survey other libraries and present findings and policy recommendations at the January 2022 Board meeting. Trustee Dahl asked if it could remain restricted to

educational purposes and if there would be liability issues. Trustee Shioura mentioned Escondido Library IQ approach and recommended the Placentia Library District follow its path with privatization. Additionally, Trustee Shioura again spoke about the need for homework tutoring to be offered at the District. President Martin reminded Trustee Shioura Placentia-Yorba Linda Unified School District (PYLUSD) provides free tutoring to all children in the school district, as well as Placentia Library District’s offering of tutor.com to all patrons. In the interest of saving the taxpayer’s money, there is no need to duplicate tutoring services already provided by PYLUSD.

The Board directed staff to survey other libraries and present findings at the January 2022 meeting. No other action was to be taken at this time.

Trustee Shioura was again reminded of Mr. Aranda’s training guidance regarding Trustee conduct during Board meetings as follows:

During the discussion of specific agenda items, each Trustee is welcome to present their views on the item in relation to the Library District business. During the vote typically a yes or no will suffice because your fellow trustees and the public have heard your thoughts on the subject matter.)

IT UPDATES BY JEREMY YAMAGUCHI.

Mr. Jeremy Yamaguchi, District IT Consultant, provided an update on current IT progress and projects, inclusive of the \$3,500 Microsoft grant received, hardware failures being reviewed, additional security monitoring measures, and how the thermostats can now be used via apps to assist with energy conservation.

Trustee Shioura asked how old the current phone system was at the District, to which Mr. Yamaguchi confirmed were about 30 years old and are now beginning to be replaced. Trustee Shioura questioned why the library is using a 30-year-old system and where the money is going, accusing the Library of being deceitful and lying to Placentia taxpayers. President Martin responded stating the system has not presented issues up until now, and it is a prime example of fiscal responsibility that the system not be replaced until it had run its course.

Moreover, President Martin strongly objected to Trustee Shioura calling the Board deceitful, and lying to the public. She reminded Trustee Shioura the public has full access to all budget, agenda, minutes and board book reports on the District website at all times. As per usual, while there were not any public present in the board room for the meeting, several patrons attended virtually. No other action was to be taken at this time.

SENIOR/COMMUNITY CENTER BLUE RIBBON COMMITTEE REPORT BY PRESIDENT MARTIN.

President Martin reported on the Blue-Ribbon Committee, a City-commissioned group investigating the components for a new joint Senior/Community Center. The City Council has approved the Request For Proposal release for a 35% design solution. Selection of the architect should occur in January 2022. Once the 35% design is completed (approximately 3-4 months) it will be presented to the City Council for approval for 100% design. Once the 100% design is completed and

approved by the City Council, a multi-prong funding strategy will be enacted. Initial estimated cost is approximately \$16-17M. The next Blue Ribbon Committee meeting will be held in mid-January 2022.

REVIEW OF ACTION ITEMS

Trustee Shioura requested language for virtual meetings be on the agenda for the January 2022 meeting. All in favor:

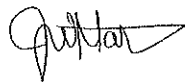
AYES: Martin, Carline, Dahl, Shioura, Shkoler
NOES: None
ABSENT: None

Additionally, the IT Consulting Services and Nexus Survey Proposals will be presented at the January meeting as well.

The next Board Meeting will be on January 24th, 2022 at 6:30 p.m.

ADJOURNMENT

The Board of Trustees Regular Date Meeting of December 20th, 2021 was adjourned at 7:19 p.m.



Jo-Anne Martin, President
Library Board of Trustees



Gayle Carline, Secretary
Library Board of Trustees



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4:46 P.M.
01/12/21
Accrual Basis

Placentia Library District
Check Register
December 2021

Date	Ref No.	Payee	Memo	Payment	Type
12/06/2021	12089	Cintas	Cleaning Supplies	755.18	Bill Payment
12/06/2021	12090	Woodruff, Spradlin & Smart	Services rendered through 10/31/21	739.50	Bill Payment
12/06/2021	12091	Bear State	Services rendered on 11/15/21 & 11/16/21	984.00	Bill Payment
12/06/2021	12092	Baker & Taylor	Books	3,236.26	Bill Payment
12/06/2021	12093	Jairos Plumbing	Regular maintenance on 11/17/21	185.00	Bill Payment
12/06/2021	12094	Dick's Lock & Safe	Remove broken key & spares for shed	117.71	Bill Payment
12/06/2021	12095	Michelle Meades	SAD 2021 Grand Prize - Disney spending money	200.00	Bill Payment
12/06/2021	12096	SoCalGas	10/19/21-11/18/21 Gas Services	105.31	Bill Payment
12/06/2021	12097	Jeanette Contreras	Holiday Card & decorations reimbursement	139.34	Bill Payment
12/06/2021	12098	Midwest Tape	Audiobooks/DVDs	546.28	Bill Payment
12/06/2021	12099	Time Warner Cable	Service from 11/12/21-12/11/21	67.06	Bill Payment
12/06/2021	12100	Pitney Bowes Purchase Power	November 2021 Postage	2,384.26	Bill Payment
12/06/2021	12101	MD Medical Clinics	Employee Screenings 10/14/21-11/16/21	388.00	Bill Payment
12/06/2021	12102	Staples Advantage	Office Supplies, Laminating Pouches & Paper	707.99	Bill Payment
12/06/2021	12103	World Book, Inc.	World Book Encyclopedia 2022	1,086.42	Bill Payment
12/06/2021	12104	SDRMA	Medical Benefits Jan 2022	23,782.70	Bill Payment
12/06/2021	12105	Califa	CENIC- BROADBAND JULY - SEP 2021	2,725.09	Bill Payment
12/20/2021	12107	Placentia-Yorba Linda Unified School Dist	Printing Service	469.69	Bill Payment
12/20/2021	12108	UMPQUA BANK	10/31/21-11/30/21 CC Charges	7,622.31	Bill Payment
12/20/2021	12109	Arcelia Janitorial Service	Janitorial Service 11/1/21-11/30/21	3,612.00	Bill Payment
12/20/2021	12110	Midwest Tape	Audiobooks	4,397.23	Bill Payment
12/20/2021	12111	Baker & Taylor	Books	8,310.24	Bill Payment
12/20/2021	12112	Cintas	Cleaning Supplies	686.57	Bill Payment
12/20/2021	12113	Southern California Edison	Electric Service	2,543.36	Bill Payment
12/20/2021	12114	OverDrive	Audiobooks/DVDs	2,431.76	Bill Payment
12/20/2021	12115	Golden State Water Company	Water Service	733.17	Bill Payment
12/20/2021	12116	Republic Services	Trash Pick Up	158.87	Bill Payment
12/20/2021	12117	Eagle Multi Media Productions	IT Consulting Services	7,119.88	Bill Payment
12/20/2021	12118	EBSCO Industries, Inc.	DataBase	1,226.19	Bill Payment
12/20/2021	12119	MD Medical Clinics	New Employee Screening	388.00	Bill Payment
12/20/2021	12120	Unique Management Services, Inc.	Collections	98.45	Bill Payment
12/20/2021	12121	CALNET3	Phone Service	368.75	Bill Payment
12/20/2021	12122	Glasby Maintenance Supply	Janitorial Supplies (Chemicals)	326.35	Bill Payment
12/20/2021	12123	SDRMA	Ancillary Benefits	2,142.47	Bill Payment
12/20/2021	12124	Dewey Pest Control	Pest Control Service	159.00	Bill Payment
12/20/2021	12125	South Coast SolarClean	Gutter Cleaning	228.15	Bill Payment
12/29/2021	12127	Joe Backflow Co.	Annual Backflow Test	110.00	Bill Payment
12/29/2021	12128	Placentia Library Foundation	PLFF Pass- Through	205.75	Bill Payment
12/29/2021	12129	Public Agency Retirement Services	PARS	7,887.78	Bill Payment

4:46 P.M.
01/12/21
Accrual Basis

Placentia Library District
Check Register
December 2021

12/29/2021	12130	State of California	Background Check	64.00	Bill Payment
12/29/2021	12131	Time Warner Cable	TV Service	67.06	Bill Payment
12/29/2021	12132	Baker & Taylor	Books	1,119.48	Bill Payment
12/29/2021	12133	FireMaster	Annual Inspection	360.98	Bill Payment
12/29/2021	12134	Woodruff, Spradlin & Smart	Legal Services	280.50	Bill Payment
12/29/2021	12135	American Library Association	ALA Membership	484.00	Bill Payment
12/29/2021	12136	Midwest Tape	Audiobooks/DVDs	203.54	Bill Payment
12/29/2021	12137	SoCalGas	Gas Service	3.87	Bill Payment
12/29/2021	12138	Legacy Integrative Solutions	Printing Maintenance	678.25	Bill Payment
12/29/2021	12139	Califa	Pro-Quest Heritage	991.70	Bill Payment
12/29/2021	12140	Findaway World LLC	Wonder Books	1,333.08	Bill Payment
12/29/2021	12141	Golden State Water Company	Water Service	846.27	Bill Payment
12/29/2021	12142	Republic Services	Trash Pick Up	84.78	Bill Payment
12/29/2021	12143	Cintas	Cleaning Supplies	683.11	Bill Payment
				<u>96,576.69</u>	

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Fernando Maldonado, Business Manager

SUBJECT: Fund Balance Report through December 2021 for Placentia Library District Fund 9LX with Orange County Treasurer

DATE: January 24, 2022

Fiscal Year 2021-2022	
7/31/2021	797,842.63
8/31/2021	798,184.45
9/30/2021	798,537.58
10/31/2021	798,901.40
11/30/2021	799,252.48
12/31/2021	799,583.47
1/31/2022	
2/28/2022	
3/31/2022	
4/30/2022	
5/31/2022	
6/30/2022	

Fiscal Year 2020-2021	
7/31/2020	790,798.96
8/31/2020	791,646.81
9/30/2020	792,427.94
10/31/2020	793,212.36
11/30/2020	793,942.94
12/31/2020	794,595.92
1/31/2021	795,201.11
2/29/2021	795,749.02
3/31/2021	796,231.15
4/30/2021	796,660.85
5/31/2021	797,113.17
6/30/2021	797,495.65



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: **Financial Reports through December 2021 for the Placentia Library District Accounts on Deposit with the Orange County Treasurer and the Placentia Library District General Ledger**

DATE: January 24, 2022

Summary of Cash and Investments as of December 31, 2021

Cash with Orange County Treasurer Fund 9LX	\$799,583.47
General Fund Checking – Bank of the West	\$1,302,134.17
General Fund Savings – Bank of the West	\$1,053,934.63
<i>(Impact Fees in Savings – Restricted)</i>	\$500,555.30
Payroll Checking – Wells Fargo Bank	\$95,872.13
Total Cash and Investments	\$3,251,524.40

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



Jeanette Contreras
Library Director



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PLACENTIA LIBRARY DISTRICT
REVENUE REPORT
 December 31, 2021

Acct #	DESCRIPTION	BUDGET	YTD ACTUAL	BALANCE	PERCENT % RECEIVED
PROPERTY TAX REVENUE					
4010	Property Taxes - Current Secured	2,710,330	1,434,334	(1,275,996)	52.9%
4020	Property Taxes - Current Unsecured	80,305	44,057	(36,248)	54.9%
4050	Property Taxes - Curr Supplemental	46,567	19,856	(26,711)	42.6%
* 4080	Penalties & Costs on Delinq Taxes	0	20,285	20,285	-
4090	Taxes Special Dist Augmentation	9,106	-	(9,106)	0.0%
4190	State - Homeowners Property Tax Relief	16,477	1,822	(14,655)	11.1%
	Sub Total	2,862,785	1,520,354	(1,342,431)	53.1%
INTEREST REVENUE					
4600	Interest	8,500	1,179	(7,321)	13.9%
	Sub Total	8,500	1,179	(7,321)	13.9%
GRANT REVENUE					
4210, 4421	State Grants	40,000	33,529	(6,471)	83.8%
4230	Other Grants	10,000	-	(10,000)	0.0%
	Sub Total	50,000	33,529	(16,471)	67.1%
MISCELLANEOUS REVENUES					
4410, 4414C	PLFF Grants	25,000	12,000	(13,000)	48.0%
4310	Fines & Fees	15,000	7,595	(7,405)	50.6%
4320, 4330	Passport/Photos	180,000	116,042	(63,958)	64.5%
4350	Test Proctor	3,000	1,600	(1,400)	53.3%
4430	Other: Miscellaneous	0	1,560	1,560	-
4435	Centennial (-bank final disbursement)	73,900	-	(73,900)	0.0%
	Sub Total	296,900	138,797	(158,103)	46.7%
TOTAL REVENUES YTD FOR FY 21/22:		3,218,185	1,693,859	(1,524,326)	52.6%
4440	Reserves	37,738	-	(37,738)	0.0%
4500	Impact Fees	250,000	26,783	(223,217)	10.7%

* Mathematically unable to divide by zero.

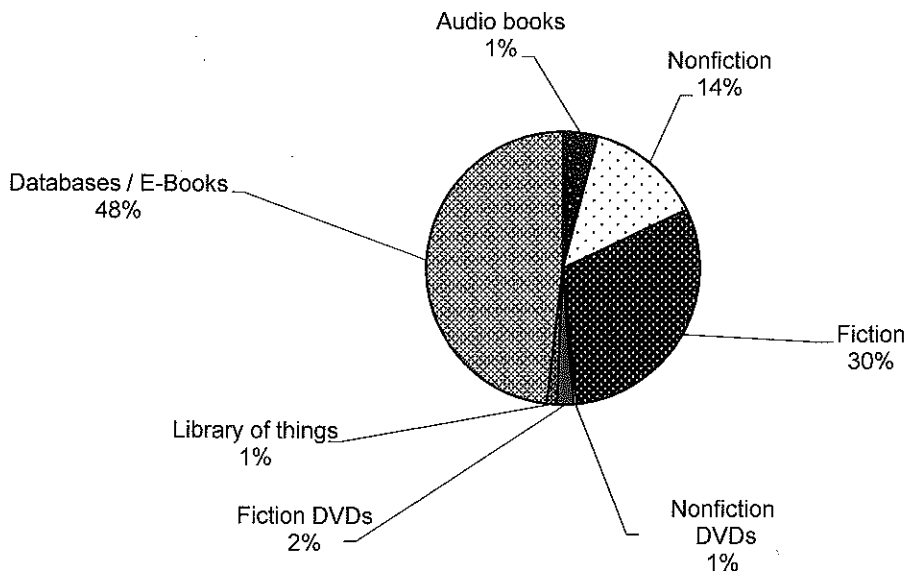
**PLACENTIA LIBRARY DISTRICT
EXPENDITURES REPORT
December 31, 2021
50.00% of the year completed.**

ACCOUNT	DESCRIPTION	APPROPRIATIONS	EXPENDED	CURRENT	REMAINDER
SALARIES & EMPLOYEE BENEFITS					
5010, 5020	Salaries & Wages	1,846,673	801,625	0.43	\$1,045,048
5030	Retirement	60,365	30,774	0.51	\$29,591
5040	Unemployment Insurance	4,158	0	0.00	\$4,158
5050	Health Insurance	268,230	136,995	0.51	\$131,235
5064	Dental Insurance	11,388	6,292	0.55	\$5,096
5060	Life Insurance	4,383	2,085	0.48	\$2,298
5066	AD & D Insurance	6,676	3,144	0.47	\$3,532
5068	Vision Insurance	2,733	1,254	0.46	\$1,479
5090	Education Assistance Program	1,422	0	0.00	\$1,422
5070	Workers' Compensation Insurance	25,224	12,647	0.50	\$12,577
	TOTAL	\$2,231,252	\$994,816	0.45	\$1,236,436
SERVICES & SUPPLIES					
5100	Communications	26,500	4,904	0.19	\$21,596
5170	Household Expenses	44,000	10,323	0.23	\$33,677
5099	Liability Insurance	45,689	22,333	0.49	\$23,356
5205	Maintenance Expense	12,921	7,894	0.61	\$5,027
5210, 5220-5280, 5160, 5180	Building Maintenance	148,572	70,693	0.48	\$77,879
5290	Memberships	7,469	6,630	0.89	\$839
5300-5350	Office Expenses & Postage	77,544	49,588	0.64	\$27,956
5400-5480	Prof./Specialized Services	108,917	71,131	0.65	\$37,786
5490	Loan Obligation (t-bank)	73,968	56,361	0.76	\$17,607
5495, 5900, 5910, 5920	Programs	24,000	8,876	0.37	\$15,124
5500	Books/Library Materials	314,000	122,699	0.39	\$191,301
5600	Meetings/Professional Development	30,000	12,946	0.43	\$17,054
5700	Mileage/Parking	300	38	0.13	\$262
5800	Utilities	18,000	5,866	0.33	\$12,134
7000	COVID-19	15,000	304	0.02	\$14,696
	TOTAL	\$946,880	\$450,589	0.48	\$496,291
OPERATING EXPENSES					
		\$3,178,132	\$1,445,404	0.45	\$1,732,728
FIXED ASSETS & TAXES					
1310	Building Improvements	\$20,000	-	0.00	\$20,000
1320	Equipment & Furniture	\$3,000	-	0.00	\$3,000
6100	Taxes and Assessments	\$16,500	8,701	0.53	\$7,799
	TOTAL	\$39,500	8,701	0.22	\$30,799
	TOTAL BUDGET	\$3,217,632	\$1,454,105	0.45	\$1,763,527

Placentia Library District

ACQUISITIONS REPORT FOR FISCAL YEAR 2021-2022 THROUGH DECEMBER 2021

	YTD 2021/22	YTD 2021/22	YTD 2020/21	YTD 2020/21
	Amount	Titles	Amount	Titles
Total Fiction	\$42,695	2,005	\$35,800	2,023
Total Non-Fiction	\$19,519	806	\$19,294	856
Total Databases / E-Books	\$67,703	358	\$31,869	429
Total Audio Books	\$5,622	109	\$3,666	337
Total Educational DVDs	\$533	16	\$853	17
Total Entertainment DVDs	\$2,732	105	\$2,773	357
Total Library of Things	\$1,739	18	\$0	0
YTD TOTAL MATERIALS	\$140,543	3417	\$94,255	4,019
Budget	\$314,000		\$233,850	
% Spent YTD	45%		40%	



ACQUISITIONS REPORT FOR FISCAL YEAR 2021-2022 for the MONTH OF DECEMBER 2021

Prepared by Katie Matas, Librarian I

	GENERAL FUND		ADOPT-A-BOOK/GRANT		TOTAL PURCHASED		DONATED		TOTAL ITEMS	
	Amount	Titles	Amount	Titles	Amount	Titles	Value	Titles	Amount	Titles
<u>Adult Fiction</u>										
Total Adult Fiction	\$25,494	914	\$98	5	\$25,592	919	\$61	3	\$25,653	922
Adult Non-Fiction	\$7,229	336	\$330	14	\$7,559	350	\$121	4	\$7,680	354
Adult Reference	\$448	5	\$0	0	\$448	5	\$25	1	\$473	6
Adult magazines	\$2,231	10	\$0	0	\$2,231	10	\$0	0	\$2,231	10
Total Adult Nonfiction	\$9,908	351	\$330	14	\$10,238	365	\$146	5	\$10,384	370
TOTAL ADULT PRINT MATERIALS	\$35,402	1265	\$428	19	\$35,830	1284	\$207	8	\$36,037	1292
Adult Audio Books	\$2,557	53	\$0	0	\$2,557	53	\$0	0	\$2,557	53
Adult E-books	\$8,178	235	\$0	0	\$8,178	235	\$0	0	\$8,178	235
Adult Educational DVDs	\$337	11	\$0	0	\$337	11	\$20	1	\$357	12
Adult Entertainment DVDs	\$2,094	81	\$0	0	\$2,094	81	\$957	61	\$3,051	142
Library of Things	\$1,739	18	\$0	0	\$1,739	18	\$0	0	\$1,739	18
TOTAL ADULT NON-PRINT MATERIALS	\$14,905	398	\$0	0	\$14,905	398	\$977	62	\$15,882	460
TOTAL ADULT MATERIALS	\$50,307	1663	\$428	19	\$50,735	1682	\$1,184	70	\$51,919	1752
<u>Teen Fiction</u>										
Total Teen Fiction	\$1,421	87	\$0	0	\$1,421	87	\$136	4	\$1,557	91
Teen Non-Fiction	\$302	14	\$0	0	\$302	14	\$0	0	\$302	14
Teen Reference	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Total Teen Nonfiction	\$302	14	\$0	0	\$302	14	\$0	0	\$302	14
TOTAL TEEN PRINT MATERIALS	\$1,723	101	\$0	0	\$1,723	101	\$136	4	\$1,859	105
Teen Audio Books	\$48	1	\$0	0	\$48	1	\$0	0	\$48	1
Teen E-books	\$1,312	57	\$0	0	\$1,312	57	\$0	0	\$1,312	57
Video Games	\$99	2	\$0	0	\$99	2	\$86	2	\$185	4
TOTAL TEEN NON-PRINT MATERIALS	\$1,459	60	\$0	0	\$1,459	60	\$86	2	\$1,545	62
<u>Juvenile Fiction</u>										
Total Juvenile Fiction	\$15,780	1,004	\$14	1	\$15,794	1,005	\$415	26	\$16,209	1,031
Juvenile Non-Fiction	\$7,987	431	\$22	1	\$8,009	432	\$38	2	\$8,047	434
Juvenile Reference	\$1,105	3	\$0	0	\$1,105	3	\$36	1	\$1,141	4
Juvenile Magazines	\$217	7	\$0	0	\$217	7	\$0	0	\$217	7
Total Juvenile Nonfiction	\$9,309	441	\$22	1	\$9,331	442	\$74	3	\$9,405	445
TOTAL JUVENILE PRINT MATERIALS	\$25,089	1,445	\$36	2	\$25,125	1,447	\$489	29	\$25,614	1,476
Juvenile Audio Books	\$3,017	55	\$0	0	\$3,017	55	\$0	0	\$3,017	55
Juvenile E-books	\$907	53	\$0	0	\$907	53	\$0	0	\$907	53
Juvenile Educational DVDs	\$196	5	\$0	0	\$196	5	\$0	0	\$196	5
Juvenile Entertainment DVDs	\$539	22	\$0	0	\$539	22	\$537	26	\$1,076	48
TOTAL JUVENILE NON-PRINT MATERIALS	\$4,659	135	\$0	0	\$4,659	135	\$537	26	\$5,196	161
TOTAL JUVENILE MATERIALS	\$29,748	1,580	\$36	2	\$29,784	1,582	\$1,026	55	\$30,810	1637
On-line databases	\$57,306	13	\$0	0	\$57,306	13	\$0	0	\$57,306	13
E-books	\$10,397	345	\$0	0	\$10,397	345	\$0	0	\$10,397	345
TOTAL ELECTRONIC MATERIALS	\$67,703	358	\$0	0	\$67,703	358	\$0	0	\$67,703	358
Total Fiction	\$42,695	2005	\$112	6	\$42,807	2011	\$612	33	\$43,419	2044
Total Non-Fiction	\$19,519	806	\$352	15	\$19,871	821	\$220	8	\$20,091	829
Total Electronic	\$67,703	358	\$0	0	\$67,703	358	\$0	0	\$67,703	358
Total Audio Books	\$5,622	109	\$0	0	\$5,622	109	\$0	0	\$5,622	109
Total Educational DVDs	\$533	16	\$0	0	\$533	16	\$20	1	\$553	17
Total Entertainment DVDs	\$2,732	105	\$0	0	\$2,732	105	\$1,580	89	\$4,312	194
Total Library of Things	\$1,739	18	\$0	0	\$1,739	18	\$0	0	\$1,739	18
TOTAL MATERIALS	\$140,543	3417	\$464	21	\$141,007	3438	\$2,431	131	\$143,438	3569

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Fernando Maldonado, Business Manager

SUBJECT: Service Revenue Activities Report for December 2021

DATE: January 24, 2022

Net Revenue Summary for December 2021

			YTD	YTD
	21-Dec	20-Dec	2021-2022	2020-2021
Passport	6,090	3,500	94,486	22,349
Passport Photos	1,512	696	21,556	4,584
Test Proctor	400	150	1,600	250
Fines & Fees	811	217	7,595	2,645
Meeting Room	0	0	0	0
TOTAL	8,813	4,563	125,237	29,828



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Fernando Maldonado, Business Manager

SUBJECT: Library Impact Fee Report – December 31, 2021

DATE: January 24, 2022

	21-Dec	20-Dec	YTD 2021-2022	YTD 2020-2021
Total Monthly Fees Collected	\$0.00	\$6,281.96	\$ 26,783.04	\$15,276.10

Development Projects List

	Developer/Builder Name	Project Description	Address	Sq. Ft	Fee Paid to Library	Date
1	DKH Construction Inc.	Two new Multifamily Dwellings	1014 Cypress Street	1,496	\$ 1,376.32	8/31/2021
2	Shea Homes LLP	6 New Detached Single Family Residences	1239, 1241, 1243, 1245, 1247, 1248 E. Providence Loop	13,808	\$ 12,703.36	9/2/2021
3	Shea Homes LLP	6 New Detached Single Family Residences	1233, 1234, 1235, 1236, 1237, 1238 E. Providence Loop	13,808	\$ 12,703.36	11/19/2021
4						
5						
6						
7						
2021/2022 YTD Total					\$ 26,783.04	
Ending Balance as of 6/30/21					\$ 473,772.26	
Grand Total as of last zero (0) balance (12/31/2019).					\$ 500,555.30	



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Fernando Maldonado, Business Manager

SUBJECT: Personnel Report for December 2021

DATE: January 24, 2022

	21-Dec	20-Dec	YTD 2021-2022	YTD 2020-2021
Separation	1	0	3	0
Retirement	0	0	1	1
Appointments	0	0	7	1
Open Positions	3	1	10	1
Workers' Compensation Leave	0	0	0	0
TOTAL	4	1	21	3

SEPARATION: Alyssa Stolze, Executive Assistant,
Administration

RETIREMENT: None

APPOINTMENTS: None

OPEN POSITIONS: Executive Assistant-Confidential (Full-Time)-
Administration
Library Aide (On Call)- Support Services
Library Assistant (On Call) – Public Services

WORKERS COMPENSATION LEAVE: None



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director
FROM: Yesenia Baltierra, Assistant Library Director
SUBJECT: Circulation Activity Report for December 2021
DATE: January 24, 2022

<u>CIRCULATION</u>	Dec-21	Dec-20		Y-T-D	Y-T-D	Y-T-D
				2021-22	2019-20	% change
New Patron Registrations	218	100		2,789	1,190	134.4%
Circulation (items)	15,144	13,062		104,669	58,684	78.4%
Circulation (e-content)	8,346	9,261		53,736	55,913	-3.9%
Total Circulation	23,490	22,323		158,405	117,717	34.6%
Total Active Borrowers*	4,094	3,491				
Attendance	12,329	5,494		70,019	26,210	167.1%
Registered Card Holders*	58,678	54,862				
Adult Fiction	2,203	1,857		14,827	8,025	84.8%
Adult/Teen Nonfiction	1,225	1,097		8,181	5,229	56.5%
Adult Magazines	23	4		156	19	721.1%
Adult/Teen Audio Books	183	229		1,049	981	6.9%
Adult DVDs	788	1,264		4,319	4,781	-9.7%
Library of Things (LOTs)	49	8		308	41	651.2%
Teen Fiction	248	323		2,057	1,985	3.6%
Video Games	215	140		1,298	711	82.6%
Childrens Fiction	8,115	6,400		57,551	28,731	100.3%
Childrens LOTs**	20	0		153	-	-
Childrens Nonfiction	1,601	1,311		11,755	5,880	99.9%
Childrens Magazines	11	0		70	3	2233.3%
Childrens Audio Books	171	26		746	121	516.5%
Childrens DVDs	292	403		2,199	776	183.4%

* YTD % change not applicable.

** Mathematically unable to divide by zero.

PATRON COUNT

21-Dec	SUN	MON	TUES	WED	THURS	FRI	SAT	HOUR TOTALS
9:00		173	188	222	196	62	167	1008
10:00		212	242	242	388	83	305	1472
11:00		213	154	205	218	57	253	1100
12:00		187	151	178	204	58	187	965
1:00	331	172	165	231	172	63	167	1301
2:00	201	154	162	270	209	45	160	1201
3:00	159	224	286	362	290	192	186	1699
4:00	137	224	174	274	256	85	133	1283
5:00		137	136	135	269			677
6:00		189	65	106	211			571
7:00		73	43	64	215			395
DAY TOTALS	828	1958	1766	2289	2628	645	1558	11672

Inside Gate Count 11,672
 Outside Gate Counts 657
Total Library Attendance 12,329

Gate Count					Outside Gate Counts	
Dec. 2021	Dec. 2020	Y-T-D 2021/2022	Y-T-D 2020/2021	Y-T-D % change		
11672	5,233	85,303	22,891	273%	Adult/Teen Programs	86
					Children Programs	150
					curbside	27
					Outreach	319
					Meeting Room Rentals	75
					TOTAL	657

Passport Count

Dec-21	SUN	MON	TUES	WED	THURS	FRI	SAT	HOUR TOTAL
9:00		4	4	4	3	2	7	24
10:00		8	3	7	10	2	6	36
11:00		6	6	5	19	2	8	46
12:00		4	1	7	8	0	11	31
1:00	17	5	6	6	5	1	11	51
2:00	13	7	13	7	5	3	5	53
3:00	6	5	6	8	7	1	5	38
4:00	0	13	8	16	8	0	0	45
5:00		7	7	8	18			40
6:00		1	2	3	9			15
7:00		2	0	0	0			2
DAY TOTALS	36	62	56	71	92	11	53	381

Dec 2020	Dec 2019	Y-T-D 2020-21	Y-T-D 2019-20	Y-T-D % change
381	311	2927	1390	111%

ACHIEVEMENTS

- None

MEETINGS

- Angie attended a one-on-one meeting with Estella on December 21st.
- Angie, Eric, Laura, Tim, and Estella attended a Support Services meeting on December 16th.
- Angie, Erich, Laura, and Estella attended the All-Staff meeting on December 21st.
- Tim met with Laura to train her as the ETA backup on December 16th.
- Tim met with Laura to train her as the ETA backup on December 22nd.
- Tim met with Yesenia on December 21st.
- Tim attended a one-on-one meeting with Estella on December 14th.
- Eric attended a one-on-one with Estella on December 22nd.

PROFESSIONAL DEVELOPMENT

- Tim attended marketing webinars for the new databases in December 2021
- Tim trained a backup (Laura) for social media, Constant Contact and the website updates



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

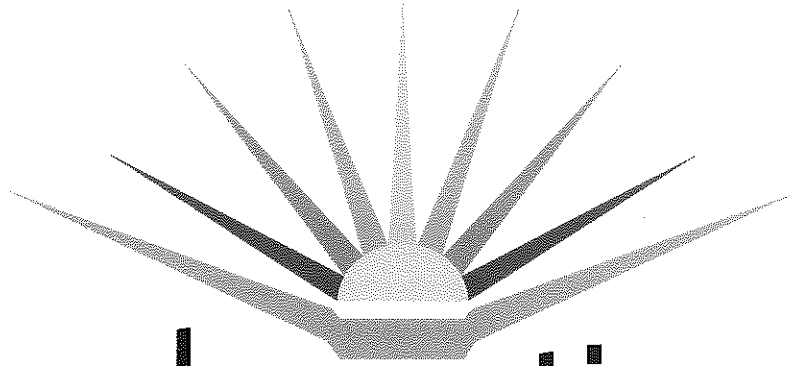
TO: Jeanette Contreras, Library Director
FROM: Fernando Maldonado, Business Manager
SUBJECT: City of Placentia - Shared Maintenance Costs through December 2021
DATE: January 24, 2022

CITY OF PLACENTIA INVOICES

PERIOD COVERED FY 2021-2022	INVOICE DATE	SO. CAL EDISON	TURF (Merchants)	GROUND (SA Aquatics)	AT&T	FACILITY MAINT	TOTAL
Jul-21	7/21/2021	0.00	1,600.40	499.20	9.85	0.00	2,109.45
Aug-21	8/25/2021	0.00	1,655.06	0.00	9.73	0.00	1,664.79
Sep-21	*	*	*	*	*	*	0.00
Oct-21	10/12/2021	0.00	3,310.12	499.20	9.68	0.00	3,819.00
Nov-21	11/8/2021	0.00	1,655.06	499.20	9.73	0.00	2,163.99
Dec-21	*	*	*	*	*	*	0.00
Jan-22							0.00
Feb-22							0.00
Mar-22							0.00
Apr-22							0.00
May-22							0.00
Jun-22							0.00
TOTAL		\$0.00	\$8,220.64	\$1,497.60	\$38.99	\$0.00	\$9,757.23

* City Billing Not Received

PERIOD COVERED FY 2020-2021	INVOICE DATE	SO. CAL EDISON	TURF (Merchants)	GROUND (SA Aquatics)	AT&T	FACILITY MAINT	TOTAL
Jul-20	7/29/2020	0.00	4,801.20	249.60	8.68	0.00	5,059.48
Aug-20	9/2/2020	0.00	1,600.40	0.00	9.14	0.00	1,609.54
Sep-20	*	*	*	*	*	*	0.00
Oct-20	10/1/2020	0.00	1,600.40	499.20	9.20	0.00	2,108.80
Nov-20	11/18/2020	0.00	3,200.80	249.60	9.07	0.00	3,459.47
Dec-20	12/15/2020	0.00	1,600.40	499.20	9.28	0.00	2,108.88
Jan-21	*	*	*	*	*	*	0.00
Feb-21	2/10/2021	0.00	3,200.80	499.20	19.61	0.00	3,719.61
Mar-21	3/23/2021	0.00	1,600.40	249.60	10.37	67.90	1,928.27
Apr-21	4/27/2021	0.00	1,600.40	0.00	9.77	0.00	1,610.17
May-21	5/24/2021	0.00	1,600.40	249.60	9.89	0.00	1,859.89
Jun-21	6/15/2021	0.00	1,600.40	249.60	9.85	0.00	1,859.85
TOTAL		\$0.00	\$22,405.60	\$2,745.60	\$104.86	\$67.90	\$25,323.96



1919-2019

placentia

LIBRARY DISTRICT

Inspiration, Innovation and Imagination

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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees
FROM: Jeanette Contreras, Library Director
SUBJECT: Administration Report for December 2021
DATE: January 24, 2022

Meetings:

- Board of Trustees Regular Date Meeting: December 20th
- PLFF Meeting: December 13th
- All Staff Meeting: December 21st
- Weekly Huddles: December 1st, 8th, 15th, 22nd, 29th
- One on One Staff Meetings: December 2nd, 7th, 14th, 16th, 21st, 22nd, 23rd
- Executive Assistant Interviews: December 9th
- Boys & Girls Board Meeting: December 20th
- Placentia Round Table Women's Club Board Meeting: December 1st
- Kiwanis Meeting: December 2nd
- Meeting with Drs. Arnold: December 20th
- Meeting with President Martin: December 23rd
- California Library Association Board of Directors Meeting: December 17th
- Supervisors Meeting: December 7th, 21st
- SLS Mobile Library/Outreach Meeting: December 7th
- California Library Association 2022 Proposal Committee Meeting: December 13th
- LSTA Competitive Grants Information Session: December 14th

Training/Workshops/Conference:

- Staff Development Day: December 3rd

Function:

- Farewell Luncheon for Executive Assistant: December 15th



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director
FROM: Yesenia Baltierra, Assistant Library Director
SUBJECT: Children’s Services Report for December 2021
DATE: January 24, 2022

MONTHLY STATISTICS

Program Statistics

Number of Programs by Type	December 2021	December 2020	FY-T-D 2021-22	FY-T-D 2020-21	FY-T-D % change
Storytime	8	8	46	44	5%
Educational	0	1	1	4	-75%
Reading	1	1	11	6	83%
Seasonal	1	1	2	9	-78%
TOTAL	10	11	60	63	-5%

Attendance of Programs by Type	December 2021	December 2020	FY-T-D 2021-22	FY-T-D 2020-21	FY-T-D % change
Storytime	222	2,290	1,991	15,694	-87%
Educational	0	142	16	1,368	-99%
Reading	149	35	3,227	1,701	90%
Seasonal	150	557	1,020	3,903	-74%
TOTAL	521	3,024	6,254	22,666	-72%

*FY20-21 Programs were held virtually.
Attendance is based on 3 sec. views of
online programs.*

Reference/Computer Usage Statistics

Information Desk Statistics: Chil- dren’s Reference	December 2021	December 2020	FY-T-D 2021-22	FY-T-D 2020-21	FY-T-D % change
Reference—in person	151	111	1,151	446	158%
Reference--telephone	18	12	101	128	-21%
Total Reference	169	123	1,252	574	118%
Children's computer usage	254	32	1,382	112	1134%

ACHIEVEMENTS

- Daisy Badge planned and conducted three Luna, Luna! Bilingual Storytimes on December 1st, 8th, and 15th.
- Daisy Badge planned and conducted one Family Storytime on December 11th.
- Paige Gulley planned and conducted three Once Upon a Storytimes on December 2nd, 9th, and 16th.
- Venessa Faber proctored one exam on December 29th.
- Venessa Faber attended the Placentia Tamale Festival with Erich Grimm on Wednesday December 15th

MEETINGS

- Daisy Badge met with Venessa Faber for one-on-one meetings on December 1st and 27th.
- Children's staff attended the Children's Services Team Meeting on December 8th.
- Paige Gulley met with Venessa Faber for one-on-one meetings on December 13th, 16th, and 27th.
- Venessa Faber, Lori Worden, Daisy Badge, and Paige Gulley attended the all-staff meeting on December 21st.
- Venessa Faber attended Supervisor Meetings on December 7th and 21st.
- Venessa and Lori met for a one-on-one meeting on December 8th.
- Venessa Faber and Wendy Amireh met on December 14th
- Venessa Faber and Yesenia Baltierra met on December 14th for a one-on-one meeting.

PROFESSIONAL DEVELOPMENT

- Daisy Badge and Paige Gulley successfully completed the Department of State's Virtual New Passport Agent Training on December 21st.
- Paige Gulley completed the Beanstack Library Staff Essentials Webinar on December 22nd.
- Venessa Faber, Lori Worden, Daisy Badge, and Paige Gulley attended the Staff Development Day on December 3rd.

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Yesenia Baltierra, Assistant Library Director

SUBJECT: Adult Services Report for December 2021

DATE: January 24, 2022

MONTHLY STATISTICS

Information Desk Activity	December	December	FY-T-D	FY-T-D	FY-T-D
	2021	2020	2021-22	2020-21	% change
Information -- in person	1,099	582	7,651	2,662	187%
Information -- telephone	694	466	4,613	3,417	35%
Information -- email/chat	21	12	133	189	-30%
Curbside Service	27	260	192	2,924	-93%
Technology assistance	101	33	579	135	329%
Guest passes	41	10	253	29	772%
Adult and Children's computer use (desktops)	1,020	423	5,811	1,677	247%
Adult computer usage (desktop)	693	469	4,537	1,736	161%
Teen computer usage	73	27	685	139	393%

History Room Activity	December	December	FY-T-D	FY-T-D	FY-T-D
	2021	2020	2021-22	2020-21	% change
History Room Visitors	1	0	10	3	233%

Public Services Outreach Activity	December	December	FY-T-D	FY-T-D	FY-T-D
	2021	2020	2021-22	2020-21	% change
Outreach Visits*	1	0	2	0	-
Outreach Attendance*	255	0	304	0	-

* Mathematically unable to divide by zero

Proctored Tests	December	December	FY-T-D	FY-T-D	FY-T-D
	2021	2020	2021-22	2020-21	% change
Number of Tests	9	4	34	5	580%

Adult and Teen Programs

Number of Programs by Type	December	December	FY-T-D	FY-T-D	FY-T-D
	2021	2020	2021-22	2020-21	% change
Book Club*	1	0	4	0	-
Educational Programs	1	0	9	3	200%
Fine Art Programs	0	0	0	0	0%
Hangar Makerspace Programs	1	1	6	5	20%
Health & Fitness Programs*	1	0	5	0	-
History Room Programs	1	0	1	1	0%
Home and Lifestyle Programs	1	1	2	2	0%
Literacy Programs	10	10	74	58	28%
Reading Programs Adult	0	0	3	2	50%
Reading Programs Teen	0	0	2	2	0%
Placentia Teen Advisory Council	2	2	10	12	-17%
Teen Programs	0	1	2	7	-71%
Adult and Teen Program Total	18	15	118	92	28%
Teen Program Total	2	3	14	21	-33%

* Mathematically unable to divide by zero

Program Attendance by Type	December	December	FY-T-D	FY-T-D	FY-T-D
	2021	2020	2021-22	2020-21	% change
Book Club*	9	0	43	0	-
Educational Programs	37	0	189	6	3050%
Fine Art Programs	0	0	0	0	0%
Hangar Makerspace Programs	321	406	1,497	1,292	16%
Health & Fitness Programs*	5	0	25	0	-
History Room Programs	94	0	94	18	422%
Home and Lifestyle Programs	296	426	491	824	-40%
Literacy Programs	44	72	319	360	-11%
Reading Programs Adult	57	95	268	377	-29%
Reading Programs Teen	6	36	29	73	-60%
Placentia Teen Advisory Council	36	12	139	94	48%
Teen Programs	0	54	574	104	452%
Adult and Teen Program Total	905	1,101	3,668	3,148	17%
Teen Program Total	42	102	742	271	174%

* Mathematically unable to divide by zero

FY2021: Program formats include virtual live attendance and 3 second views of recorded programs.

FY2122: Programs formats include in-person, virtual live attendance and 3 second views of recorded programs.

Literacy	FY-T-D 2021-22	FY-T-D 2020-21	FY-T-D % change
English Literacy Students	44	34	29%
Students Graduated	1	3	-67%
English Literacy Tutors	38	36	6%

The Hangar Makerspace	December 2021	December 2020	FY-T-D 2021-22	FY-T-D 2020-21	FY-T-D % change
Hangar Open Hour Visits	88	0	256	3	8,433%
Hangar Users	14	0	58	2	2,800%
Hangar Tours	16	0	77	1	7,600%

Volunteer Hours	December 2021	December 2020	FY-T-D 2021-22	FY-T-D 2020-21	FY-T-D % change
History Room*	11	0	297	0	-
PLFF	129	133	1,185	260	356%
General Library	205	0	1,565	6	25,990%
Adult Literacy	125	85	1,063	592	80%
PTAC	46	19	283	150	90%
Total Volunteer Hours	474	237	4,352	1,007	332%

* Mathematically unable to divide by zero.

ACHIEVEMENTS

- Shellie McCurdy coordinated the December Hangar Take & Make on December 1st.
- Victor Meza coordinated Meditation by Good Moodra Yoga on December 7th.
- Wendy Amireh, Victor Meza & Michelle Meades coordinated FCT Cinnamon Rolls OH MY! on December 9th.
- Wendy Amireh coordinated Yoga at the Library on December 4th.
- Michelle Meades coordinated the Book Club on December 14th.
- Michelle Meades coordinated the Holiday Puppet Show and Card Making Program on December 18th.
- Michelle Meades went to Van Buren Elementary for a 3rd grade local history presentation on December 17th.
- Michelle Meades and Katie Matas interviewed 2 new history room interns on December 15th.
- Victor Meza coordinated PTAC Meetings on December 2nd and 16th.
- Sabrina Rosengren & Sally Federman coordinated Literacy Reads – Int. Book Club on December 7th and 14th.
- Sabrina Rosengren & Sally Federman coordinated Literacy Reads – Beginner Book Club on December 1st, 8th, and 15th.
- Sabrina Rosengren coordinated Read, Write, Speak Club on December 10th and 17th.
- Sabrina Rosengren co-facilitated a CLLS Learner Leadership Monthly Meeting on December 9th.
- Wendy Amireh and Venessa Faber interviewed an intern on December 10th.

MEETINGS

- Victor Meza met with Wendy Amireh on December 7th, 16th and 21st.
- Michelle Meades met with Lori Worden on December 6th, 9th, 15th, and 16th.
- Michelle Meades met with Wendy Amireh on December 9th.
- Michelle Meades met with Wendy Amireh and Jeremy Yamaguchi on December 15th.
- Michelle Meades met with Megan Tolman on December 22nd.
- Wendy Amireh, Sabrina Rosengren attended All Staff meeting on December 21st.
- Sabrina Rosengren, Sally Federman, and Wendy Amireh met on December 21st.
- Wendy Amireh, Katie Matas, Megan Tolman, Michelle Meades, Sabrina Rosengren attended Adult Services Team meeting on December 14th.
- Sally Federman met with Wendy Amireh on December 18th.
- Wendy Amireh met with Venessa Faber on December 14th.
- Wendy Amireh met with Yesenia Baltierra on December 2nd and 16th.
- Wendy Amireh attended Supervisor meetings on December 7th and 21st.
- Wendy Amireh attended Kiwanis meetings on December 2nd, 9th and 16th.
- Shellie McCurdy met with Wendy Amireh on December 4th and 18th.
- Katie Matas met with Wendy Amireh on December 10th.
- Wendy Amireh, Sabrina Rosengren, Katie Matas, and Michelle Meades attended weekly Huddles on December 1st, 8th, 15th and 22nd.
- Megan Tolman, Michelle Meades, Victor Meza, Sabrina Rosengren, Sally Federman and Wendy Amireh attended Staff Development on December 3rd.
- Wendy Amireh and Megan Tolman met with Yesenia Baltierra on December 14th.
- Michelle Meades and Wendy Amireh met with Jeremy Yamaguchi on December 14th.

PROFESSIONAL DEVELOPMENT

- None

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Yesenia Baltierra, Assistant Library Director

SUBJECT: Placentia Library Website & Technology Report for December 2021

DATE: January 24, 2022

Online Catalog Usage	December	December	Y-T-D	Y-T-D	Y-T-D
	2021	2020	2021-22	2020-21	% change
Placentia Library Catalog	3,407	3,914	23,773	25,944	-8%

Online Database Usage	December	December	Y-T-D	Y-T-D	Y-T-D
<i>Funded by Placentia Library District</i>	2021	2020	2021-22	2020-21	% change
ABC Mouse	6	1	79	33	139%
ABC Mouse - Bring Reading Home	159	11	650	248	162%
Biography In Context	1	0	12	11	9%
Consumer Reports	60	362	1,602	1,538	4%
Creative Bug*	16		99	0	-
Data Axle (Reference USA)	31	77	1,751	1,225	43%
Freegal	1,023	860	5,719	5,411	6%
Heritage Quest	27	0	387	781	-50%
Hoopla	2,171	2,062	13,277	12,939	3%
Novelist	11	10	184	298	-38%
OneFile	1	1	29	20	45%
Opposing Viewpoints	0	0	3	11	-73%
Overdrive audio books	1,326	1,183	8,305	7,500	11%
Overdrive audiobooks - Placentia Advantage Share	645	851	4,179	5,508	-24%
Overdrive e-books	1,913	2,191	12,931	15,471	-16%
Overdrive eBooks - Placentia Advantage Share	781	1,424	5,525	9,895	-44%
OverDrive Magazines	250	282	1,352	1,702	-21%
Tumblebooks	18	35	196	421	-53%
Tutor.com	2	33	42	107	-61%
World Book Online	0	7	6	28	-79%
TOTAL PLD DATABASE USAGE	8,441	9,390	56,328	63,147	-11%

* Mathematically unable to divided by zero

Online Database Usage	December	December	Y-T-D	Y-T-D	Y-T-D
<i>Funded by California State Library</i>	2021	2020	2021-22	2020-21	% change
Archives Unbound	0	0	0	1,302	-100%
BrainFuse JobNow/VetNow*	53	0	241	0	-
Britannica Escolar	0	0	5	4	25%
Britannica School	52	0	77	25	208%
Coursera*	3		3	0	-
GetSetUp*	4		4	0	-
Learning Express*	13		13	0	-
New York Times~	N/A	13	144	86	67%
NorthStar~	0	3	0	3	-100%
ProQuest Coronavirus Research	2	0	5	14	-64%
ProQuest Culture Grams	0	0	4	10	-60%
ProQuest Ebook Central	2	0	5	35	-86%
ProQuest eLibrary	42	0	49	21	133%
ProQuest Pub. Avail. Database	2	0	3	14	-79%
ProQuest SIRS Discoverer	2	0	3	16	-81%
ProQuest SIRS Issues Researcher	2	0	3	16	-81%
Skillshare*	5		11	0	-
Teaching Books	51	0	195	23	748%
TOTAL CSL DATABASE USAGE	233	16	765	1,569	-51%
TOTAL ALL DATABASE USAGE	8,674	9,406	57,093	64,716	-12%

~ NYT stats not available in time for board report

* Mathematically unable to divided by zero

Computer & Online Resource Use	December	December	FY-T-D	FY-T-D	FY-T-D
	2021	2020	2021-22	2020-21	% change
Placentia Residents	673	482	4,945	2,513	97%
Non-Placentia Residents	572	398	4,229	2,144	97%
Total	1,245	880	9,174	4,657	97%

Website Traffic	December	December	Y-T-D	Y-T-D	Y-T-D
	2021	2020	2021-22	2020-21	% change
Website visits	10,575	7,890	68,705	51,921	32%
Page Hits	16,777	13,716	116,471	91,969	27%
Users	6,640	4,203	41,846	26,097	60%
Pages/Session	1.59	1.74	N/A	N/A	N/A
Avg. Session Duration	00:01:41	00:01:54	N/A	N/A	N/A
% New Sessions	79	71	N/A	N/A	N/A
Wi-Fi Use	December	December	Y-T-D	Y-T-D	Y-T-D
	2021	2020	2021-22	2020-21	% change
Total	1,102	247	6,769	1,394	386%

Board of Trustees IT Update December 2021**Significant tasks completed in December**

- Install anti-theft security systems for LOTs collection laptops
- Server maintenance and updates
- Finalizing 2-year technology strategic plan
- Updates to all staff computers
- Security patches, anti-virus, anti-malware maintenance & monitoring
- Reviewing security audit with e-security vendor
- Set up new staff user accounts, emails, phones etc.
- Apply for grants and reduced cost programs for technology projects
- General user station trouble shooting/ password resets/ printer connectivity issues
- Implemented backup plan for all onsite data to secure cloud
- Implemented backup for website and databases
- Patched additional log4J Vulnerabilities with Vendors
- Brought in potential Coffee Shop Partner
- Review of all cloud subscriptions to suspend services no longer needed
- Process surplus technology equipment for e-waste, donation, etc.

Future projects in research and development

- Building Access Control Systems
- VoIP Telephone systems
- Website/ Mobile app development
- CCTV system upgrades
- Self-checkout kiosk update/replacement
- Book Mobile- mobile access to catalog system
- 2-year strategic plan- upgrades and equipment replacement schedule
- Disaster recovery plan/ Business continuity plan
- Phase 2 Cloud computing migration



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: California State Library Grant Report

DATE: January 24, 2022

BACKGROUND

Through the California State Library, libraries across the state, have multiple opportunities to access funds available through the State and the Library Services Technology Act (LSTA). Current available grants include LSTA-funded grants – Book to Action and Competitive Grants and three State-funded grants – Broadband Connectivity and Hardware Grants, Career Online High School, and Stronger Together: Out of School Time Grants.

The District submitted seven applications and received notifications of four awards thus far:

1. Zip Books: \$5,000 Awarded for FY 21/22
This grant provides patrons with speedy access to materials they might not otherwise be able to get through the library, without the long wait times often associated with ILL requests. It is an alternative service to interlibrary loan service. Libraries orders the requested book from Amazon, and the book is shipped directly to the patron's home. The book is returned to the library when the patron is finished with the book.
2. Copy Cat Grant-Memory Lab: \$19,651 Awarded for FY 21/22 end date 8/31/22
Program intended to facilitate easy duplication of successful projects which include: 3D Design Coaching, Adult 101: Life Skills Bootcamp for Teens, Bike Kitchen, Learning2Go Literacy Kits, Sun-Earth-Moon Connections, Libraries Outside, Memory Lab, Pop-up Makerspace, Sit and Be Fit at the Library: Rotating Resources, Read Together Kits: Bringing Diverse Literature Home.
3. California Library Literacy Services: \$32,144 Awarded for FY 21/22
Grant with literacy-based programs which supports adult literacy, family literacy, and trained volunteer tutors.
4. CARES Act Grant (federal grant): \$10,290 Awarded FY 21/22 (we will receive equipment 10 kits with laptops, hot spot and accessories)

Grants awaiting notifications include:

1. ESL Grant \$14,853 requested for FY 21/22. Response due at the end of January 2022.
2. PlantWildflowers-Nationwide Library Initiative Grant (Teen Program): \$1,000 honorarium and supplies for program requested. Response due January 2022.

The Stronger Together: Bookmobile REAd (Reading Engine Adventures) grant was not funded.

RECOMMENDATION

No actions required by the Library Board of Trustees.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: **Review and Discuss Placentia Library District 6000 Series Policies – Library Operations.**

DATE: January 24, 2022

BACKGROUND

At the January 20, 2020 Staff Development Day, staff had an opportunity to review the Series 6000 Library Operations policies including Policy 6020, 6030, 6035, 6050, 6055, 6065, and 6067.

Discussion and review of Policy 6055 – Barbara & Ed Hemmerling Group Study Rooms is a continued business from the December 20, 2021 Board meeting with respect to agenda item 27 at such meeting. The Board directed staff to seek information from other libraries about the use of meeting room policies and practices, in particular providing space for “for profit” tutoring services. Attachment E is proposed amendments and Attachment H information received from libraries.

Attachments A-G are proposed amendments from staff, as noted in bold and underlined.

Attachment A – Policy 6020 – Internet and Computer Access (pages 50-56)

Attachment B – Policy 6030 – Circulation (pages 57-59)

Attachment C – Policy 6035 – Fee Schedule (pages 60-61)

Attachment D – Policy 6050 – Community Meeting Room (pages 62-66)

Attachment E – Policy 6055 – Barbara & Ed Hemmerling Group Study Rooms (pages 67-68)

Attachment F – Policy 6065 – Public Behavior (pages 69-70)

Attachment G – Policy 6067 – Patron Exclusion (pages 71-72)

Attachment H – Meeting/Group Study Room Responses from other libraries (pages 73-74)

RECOMMENDATIONS

1. Authorize amendments to Policies 6020, 6030, 6035, 6050, 6055, 6065, and 6067as presented, inclusive of input received from the Library Board of Trustees.
2. Roll call vote.

Placentia Library District

POLICY HANDBOOK

POLICY TITLE: Internet and Computer Access Policy

POLICY NUMBER: 6020

6020.1 PURPOSE

In response to advances in technology and the changing information needs of our community, the Placentia Library District endeavors to develop collections, resources, and services that meet the personal, professional and educational needs of our community

6020.2 STATEMENT OF POLICY

The Internet is an unregulated global communication network and information resource with a highly diverse user population and information content. The District does not assume responsibility for the accuracy, quality, or timeliness of Internet information. As with all District materials, the determination of viability and usefulness of Internet information rest with the individual patron. The District provides access to Internet resources equally to all library users and upholds and affirms the right of each individual to have access to constitutionally protected material. However, **users need to be aware that that there is some information that is unlawful.** Internet computers shall not be used for any fraudulent or unlawful purpose, including any activity prohibited under any Federal, State or Local Law. While District staff will work to provide a safe environment for children and uphold applicable laws, a parent or legal guardian, not the District or its staff, is responsible for monitoring a child's use of the Internet and for the information selected and/or accessed by that child. The District strongly encourages parents or legal guardians to supervise their children's Internet use and to provide them with guidelines about acceptable use. While the District staff will work to provide a safe environment for children and uphold applicable laws, the District and its staff will not act in place of the parent. Material on the Internet is copyrighted. It is the user's responsibility to be aware of any notices concerning the copyright of information and to respect the copyright laws of the United States.

6020.3 CHILDREN'S INTERNET PROTECTION ACT (CIPA) COMPLIANCE

The Children's Internet Protection Act (CIPA) is a federal law that requires all computers in a public library to be filtered if that library accepts any federal funds for Internet access or computers used for Internet access. All computers in the Placentia Library District are filtered. Please be aware that filters are unreliable, at times blocking sites of legitimate informational or educational value. The District uses filtering software that blocks or filters Internet access to some Internet sites that may not be consistent with the policy of the Placentia Library District. Any adult (18 years of age or older) may request that the filter or technology protection measure be disabled without significant delay by a District staff member authorized by the Library Director, consistent with the District's policies. An authorized staff member may override the filter or technology protection measure for a minor (age 17 years or younger) in the event that the filter wrongly blocks or filters Internet access to a site with legitimate informational value.

Placentia Library District cannot be responsible for any patron's unauthorized use of a computer with a disabled filter.

6020.4 COMPLAINT PROCEDURES

Any patron who wishes to file a written complaint concerning the filtering software on the District computers may do so within thirty (30) days of an incident to the Library Director and/or the Library Board President. See a District staff member for a complaint form (Appendix C).

6020.5 GUIDELINES FOR USE

In an effort to ensure that the use of the Internet is consistent with the mission of the District, the District has adopted the following guidelines:

- The Internet computers must be used in a responsible manner, respecting the rights of other users. This includes but is not limited to the following:
 - Users may not make any attempt to damage computer equipment or software.
 - Computer and Internet settings may not be changed.
 - Users may not use the network to make unauthorized entry into other computational, informational or communication services or resources.
 - No more than two (2) individuals per computer terminal.
 - Users may not invade the privacy of others or engage in any activity that is harassing or defamatory.
 - Users must use their own valid library card.
 - Users must log in and out of the Envisionware software with a valid library card number.
 - Use of Internet computers will be on a first come, first served basis.
- The District reserves the right to limit computer use during peak hours.
- The District reserves the right to limit or prohibit downloading of files in any medium.
- Listening to audio/video files requires headphones.
- The District does not allow the use of personal software on District computers.
- A printer is available for patron use. See a staff member for assistance
- Computers cannot be shut down by patrons.
- If the patron is unable to get a library card, a one-time guest pass can be given.

6020.6 COMPLIANCE WITH DISTRICT POLICY AND GUIDELINES

Violation of the policies and guidelines that govern the use of the District's Internet resources may result in suspension or loss of the privilege to use these resources and/or expulsion from the District facility. Any illegal activity involving the District's Internet resources or equipment will be subject to prosecution by the appropriate authorities. The District reserves the right to take appropriate actions to ensure compliance with this policy.

6020.7 PROCEDURE FOR HANDLING INTERNET POLICY VIOLATION

At the discretion of the librarian on duty, and in consideration of the severity of the offense:

- First Offense: **Two** verbal warnings
- Second Offense: Written warning and suspension of privileges for one (1) day.
- Third Offense: Suspension of privileges for 7 days. Patron is to receive and sign a copy of the District Policy Violation Form (Appendix A). A copy of the signed form is to be kept on file at the District. The Library Director and the Library Board of Trustees are to be informed of any violations at the third offense or higher.

- **Fourth Offense: Suspension of privileges for 30 days. Patron to be informed by registered letter (Appendix B), which is to include a copy of the Internet and Computer Access Policy and signed District Policy Violation Form on file at the District*. Subsequent or severe violations may result in permanent suspension of library privileges in accordance to policies 6065 and 6067.**
- **Fifth Offense: Suspension of privileges for one year and the Library Director and Board will decide further actions.**

* For minors, the letter will be addressed to “The Parent or Guardian of” the offender. Internet and Computer Access Policy 6020.

APPENDIX A – DISTRICT POLICY VIOLATION FORM

Placentia Library District Policy Violation Form

_____ has violated the Internet and Computer Access Policy
6020. This is a

- 1st Warning
- 2nd Warning
- Final Notice

By violating District policy, the above-named patron has forfeited the right to use the District's Internet and computer access for the following period: _____. Upon return, if the above-named patron violates a policy again, the District reserves the right to rescind all use of the District by said patron.

Comments: _____

Date: _____ Patron Signature: _____

Staff: _____

APPENDIX B

Placentia Library District
411 E. Chapman Avenue
Placentia, CA 92870
(714) 528-1925
www.placentialibrary.org

Date

Patron Name

Address

Address

Dear Patron,

As you have been verbally informed on [date], your Internet and computer privileges at the District have been suspended for thirty (30) days. This suspension is a result of violating the District's Internet and Computer Policy. Please find enclosed a copy of the District's Internet and Computer Policy Violation Form which you signed on [date]. You are welcome to use any of the other resources in the library during your Internet suspension. Your Internet and computer privileges will be reinstated on [date].

Future violations may result in permanent suspension of your Internet and computer privileges at Placentia Library District.

Sincerely,

Jeanette Contreras
Library Director

APPENDIX C

**Placentia Library District
Internet Filtering Software Complaint Form**

Name _____

Address _____

Phone Number _____

Email _____

URL/Web address of site in question: _____

Nature of Complaint:

- The filter blocked a site that it should not have.
- The filter failed to block an inappropriate site.
- The staff member did not disable the filter or unblock the site quickly enough.

You will receive a response within thirty (30) days.

**Placentia Library District
411 E. Chapman Avenue
Placentia, CA 92870
(714) 528-1925
www.placentialibrary.org**

APPENDIX D
Resolution 15-05

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
PLACENTIA LIBRARY DISTRICT OF ORANGE COUNTY TO
APPROVE AMENDMENTS TO PLACENTIA LIBRARY DISTRICT INTERNET AND
COMPUTER POLICY 6020 REFLECTING THE CHILDREN'S INTERNET PROTECTION ACT
(CIPA) COMPLIANCE

WHEREAS, Placentia Library District Internet and Computer Policy 6020 was amended and approved at the Unusual Date Meeting of the Board of Trustees on March 23, 2015, and

WHEREAS, Policy 6020 was amended to include CIPA compliance with all Federal, State, and Local laws; and

WHEREAS, the District agrees to be in compliant with CIPA requirements to receive Federal, State, and Local funding that mandates filtered computers; and

WHEREAS, an annual review of filtering software will be in adherence with compliance to Federal, State, and Local laws.

NOW, THEREFORE, BE IT RESOLVED, that the Placentia Library District of Orange County Board of Trustees approves the amendments to the Internet and Computer Policy 6020, effective March 23, 2015.

AYES: Shkoler, Martin, Carline, DeVecchio, Minter

NOES:

ABSENT:

ABSTAIN:

State of California)
)ss.
County of Orange)

I, Jo-Anne W. Martin, Secretary of the Board of Trustees of the Placentia Library District of Orange County, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the Board of Trustees at the Unusual Date Meeting hereof held on the twenty-third day of March 2015.

IN WITNESS THEREOF, I have hereunto set my hand and seal this twenty-third day of March 2015.

Jo-Anne W. Martin, Secretary
Board of Trustees of the Placentia Library District

Placentia Library District

POLICY MANUAL

POLICY TITLE: Circulation

POLICY NUMBER: 6030

6030.1 Items borrowed from the Library are due as reflected when items are check out per loan periods below:

6030.1.1 Loan Periods for Library Materials are as follows:

Item Type	Loan Period
<ul style="list-style-type: none"> • Books • Audio Books • Magazines • E-books/downloadable audio books 	3 Weeks
<ul style="list-style-type: none"> • Library of Things (LOTs) 	2 Weeks
<ul style="list-style-type: none"> • DVDs • Video Games 	1 Week

6030.1.2 Item Loan Limits ~~per one adult~~ Library Card are as follows:

- 25 total items at one time
- 5 DVD new releases, **new video games**
- **1 Library of Things item (Adult Library Cards only)**
- **eBooks and downloadable audiobooks download limits are set by the vendor (i.e., Overdrive, Hoopla)**

6030.2 Items are considered *returned* on the date they are checked in by the staff.

6030.2.1 All items for the current day are checked in before the staff ends each work day.

6030.2.2 Items returned in a bookdrop after the Library closes will be checked in the next day the Library is open.

6030.3 Notification Process:

- 6030.3.1 Reminder notices are either emailed or texted to cardholders 7 days after an item's due date.
- 6030.3.2 Invoices for the full cost of the item plus the processing fee are mailed 30 days after an item's due date.
- 6030.3.3 **If the emailed invoice or fee notices are returned or undeliverable, any invoices or fees over \$40.00 will be sent to collections.**
- 6030.3.3.1 If the cardholder cannot be notified by telephone the account will be reported immediately to the collection agency with a \$25.00 surcharge added to the account's balance.
- 6030.3.3.2 Borrowers who return lost items remain responsible for the accumulated fees and service charges. Borrowers returning any lost items within 30 days from the original due date will be refunded the lost and processing fees. **Additionally, after 30 days, if the item is no longer in the system, the patron is responsible for the cost of the item.**
- 6030.3.3.3 Accounts for cardholders having more than \$40.00 in accumulated fees and who have not responded to the fee notices from the Library, will be reported to the collection agency with a \$25.00 surcharge added to the account's balance.
- 6030.4 Parent/guardians are responsible for items checked out on a card issued to minor children. Library cards are not issued to minors without a parent or guardian present, with the exception of school visits, the identification information and signature of the parent/guardian assuming financial responsibility for that card.
- 6030.5 Returned Checks
- 6030.5.1 Returned Check charges are made as prescribed by Section 1719 of the California Civil Code. Checks returned from the bank for any reason will be assessed a \$25.00 surcharge.
- 6030.5.2 On the 30th day from the date of the written notice to the issuer, the surcharge increases to 3 times the face value of the check or \$100.00, whichever is greater, and the account is immediately reported to the Collection Agency.
- 6030.6 The Supervising Librarian, Assistant Library Director, or Support Services Supervisor may clear accounts of any type that have been reported to the collection agency.
- 6030.7 California Education Code, Section 19911 in part states: Offenses Against Libraries

288002. RETENTION OF PROPERTY. Any person who willfully detains any book, newspaper, magazine, pamphlet, manuscript, or other property belonging to any public or incorporated library, reading room, museum, or other educational institution, for 30 days after notice in writing to return the article or property, given after expiration of the time for which by the rules of the institution the article or property may be kept is guilty of a misdemeanor.

6030.7.1 The parent or guardian of a minor who willfully and maliciously commits any act within the scope of this section will be liable for damages so caused by the minor.

6030.8 Telephone Renewals and inquiries (online access available 24/7)

6030.8.1 To minimize fees and/or lost item charges the Library recommends calling the Circulation/Technology Support Services Department at 714-528-1906 during the hours when the Library is open for public service to:

6030.8.1.1 Verify the due date of an item.

6030.8.1.2 Renew or request an extension of a loan period. Items can be renewed twice for three week periods.

6030.8.1.3 Report if an item is lost.

6030.8.1.4 To update account information, staff will use the patron's driver's license or government issued identification for verification.

6030.8.2 All calls regarding overdue or lost items should be directed to the Circulation/Technology Support Services Department at 714-528-1906.

6030.9 Unpaid fees in excess of \$10.00 will result in the suspension of borrowing privileges until the account is cleared. Electronic access is exempt.

6030.10 Placentia Library District will issue a virtual or physical library card to California residents with a valid driver's license or a government issued photo identification and an accompanying proof of a current California address issued within the last six (6) months.

6030.11 Once an item is reported lost the staff will search for the item within a week. If the item is not found the person responsible for the library card will receive an invoice for the replacement cost plus the processing fee plus any fees due for the item. Items 30 days past the due date will be charged a lost fee.

Placentia Library District

POLICY HANDBOOK

POLICY TITLE: Fee Schedule

POLICY NUMBER: 6035

Effective July 1, 2017, the Placentia Library District will no longer collect overdue fines, as approved by the Library Board of Trustees on June 28, 2017. A completed rental form must be turned in at the Information Desk during normal business hours at least 24 hours prior to the requested rental date. Please see the attached rental form application (Attachment A).

RENTAL FEE	
Canopies (24 hr. period)	\$10.00 each
Folding chairs (24 hr. period)	\$ 1.25 each
Tables, 6' (24 hr. period)	\$ 8.50 each
Meeting Room (See Revised chart attached)	
- Non-profit organizations	\$20.00 per hour
- Other groups	\$35.00 per hour
- Administrative Fee (for cancellation notices less than two weeks in advance)	\$25.00
- After hour fee / Staff attendee	\$25 per hour, per staff with prior approval from the Director
- <u>Projector</u>	<u>\$15.00</u>
- Set-up fee	\$20.00
- Refundable security deposit / cleaning fee	\$50.00
- <u>Breakdown fee</u>	<u>\$20.00</u>
- No show fee	\$25 in addition to the room rental fee
LOST OR DAMAGED MATERIALS	
<p>An item that is 30 days overdue will become a "Lost" item. If a "Lost" item is returned in its exact condition and damaged-free before 30 days from the overdue date, the \$10.00 processing fee will be waived. If a patron replaces a lost item, said item must have the same ISBN number and the \$10.00 processing fee will be applied. Accounts with balances of \$40 or more will be forwarded to Unique Management Services, Inc., a collection agency and all costs associated with recovery of the lost item will be applied including the \$25.00 collection services fee plus the \$10.00 processing fee.</p>	

SPECIAL SERVICES & REPLACEMENTS	
Collection Services Fee	\$ 25.00
<u>Program No Show Fee</u>	<u>\$ 25.00</u>
<u>Library card replacement</u>	<u>\$ 2.00 each</u>
Barcode replacement	\$ 2.00 each
Book jacket cover / mylar replacement / RFID tag	\$ 2.00 each
Audiobook disc replacement	\$ 10.00 per disc up to the value of the audiobook
Audiobook case replacement	\$ 10.00 each
DVD case replacement	\$ 2.00 each
Earbuds	\$ 2.00 each

Photograph digital file from Placentia History Room archives (cost per item + packaging + postage + shipping)	\$10.00 – non-commercial use \$75.00 – commercial use
Printing, photocopy Black ink	\$.15 per page
Printing, photocopy Color	\$.50 per page
Test proctoring	\$50.00 per exam
Passport Processing Fee	\$35.00 per application <u>(subject to change based on fee set by the U.S. Department of State)</u>
Passport Photos	\$12.00
Library of Things (LOTS)	\$35.00 Cleaning <u>Fee per item/room rental</u>
Equipment Rental	Repair or Replacement cost associated with damage or lost item and/or peripherals due to neglect or abuse.

Borrowers of materials from Placentia Library District assume full responsibility for their use. Placentia Library District assumes no responsibility for damage to personal property caused by the use of library materials or equipment of any type.

(Adopted by the Library Board of Trustees, July 1, 2017.)

Placentia Library District

POLICY HANDBOOK

POLICY TITLE: Community Meeting Room Policy

POLICY NUMBER: 6050

6050.1 The purpose of the Placentia Library District Community Meeting Room is to provide facilities for educational

and cultural activities that are a part of the Library program. The room may also be used by community groups or organizations that are educational or cultural in nature. The Board of Trustees has established the following conditions to govern the use of the Placentia Library District Community Meeting Room.

6050.2 A completed application, fees and deposit are required to reserve a date for the Placentia Library Community Meeting Room. Fees are as follows:

RENTAL FEE	
Canopies (24 hr. period)	\$10.00 each
Folding chairs (24 hr. period)	\$ 1.25 each
Tables, 6' (24 hr. period)	\$ 8.50 each
Meeting Room (See Revised chart attached)	
- Non-profit organizations	\$20.00 per hour
- Other groups	\$35.00 per hour
- Administrative Fee (for cancellation notices less than two weeks in advance)	\$25.00
- After hour fee / Staff attendee	\$25 per hour, per staff with prior approval from the Director
- <u>Projector</u>	<u>\$15.00</u>
- Set-up fee	\$20.00
- Refundable security deposit / cleaning fee	\$50.00
- <u>Breakdown fee</u>	<u>\$20.00</u>
- No show fee	\$25 in addition to the room rental fee

LOST OR DAMAGED MATERIALS

An item that is 30 days overdue will become a "Lost" item. If a "Lost" item is returned in its exact condition and damaged-free before 30 days from the overdue date, the \$10.00 processing fee will be waived. If a patron replaces a lost item, said item must have the same ISBN number and the \$10.00 processing fee will be applied. **Accounts with balances of \$40 or more** will be forwarded to Unique Management Services, Inc., a collection agency and all costs associated with recovery of the lost item will be applied including the \$25.00 collection services fee plus the \$10.00 processing fee.

SPECIAL SERVICES & REPLACEMENTS	
Collection Services Fee	\$ 25.00
Program No Show Fee	\$ 25.00
Library card replacement	\$ 2.00 each
Barcode replacement	\$ 2.00 each
Book jacket cover / mylar replacement / RFID tag	\$ 2.00 each
Audiobook disc replacement	\$ 10.00 per disc up to the value of the audiobook
Audiobook case replacement	\$ 10.00 each
DVD case replacement	\$ 2.00 each
Earbuds	\$ 2.00 each

Photograph digital file from Placentia History Room archives (cost per item + packaging + postage + shipping)	\$10.00 – non-commercial use \$75.00 – commercial use
Printing, photocopy Black ink	\$.15 per page
Printing, photocopy Color	\$.50 per page
Test proctoring	\$50.00 per exam
Passport Processing Fee	\$35.00 per application (subject to change based on fee set by the U.S. Department of State)
Passport Photos	\$12.00
Library of Things (LOTS)	\$35.00 Cleaning Fee per item/room rental
Equipment Rental	Repair or Replacement cost associated with damage or lost item and/or peripherals due to neglect or abuse.

Fees and deposits are waived for those meetings or events sponsored by the Library Staff or Board of Trustees. The fees **and deposits** will also be waived for the Friends of Placentia Library, the City of Placentia, and elected public officials for nonpartisan presentations.

6050.3 Application for use of the room will be made through the ~~Circulation~~ **Support Services Department** ~~on the form provided for that purpose~~ at least two (2) weeks prior to use of the meeting room. ~~The department should be notified 24 hours in advance of any change in a scheduled meeting.~~ No group may reserve the **Placentia Library District** Community Meeting Room for more than three dates per application without approval by the Library Director.

6050.5 Full room charges will be enforced for all “No Shows.”

6050.6 Permission to use the room is not transferable.

- 6050.7** Upon reasonable notice, the Library reserves the right to require a group to reschedule or relocate within the facility if the Placentia Library District Community Meeting Room is needed for a Library function.
- 6050.8** Organizations using the facility are responsible for setting up and returning the room to the condition it was found. ~~the chairs from the meeting room and for arranging them and other furniture. Chairs are to be moved against the wall after meeting.~~ If library staff is needed to set up or return furniture, an additional fee of \$20 per hour is charged.

- 6050.9 The person who signs the application form will be deemed an official representative of the group, and liable for any damage to library and facilities. The person signing the application form must be at least 18 years old.
- 6050.10 Permission will not be granted for religious services, Sunday school classes, or to formal religious groups and organizations.
- 6050.11 Permission to use the facilities will not be granted to an individual or group representing a single political party or political action group except that in the interest of civic enlightenment and public education, use may be granted for political meetings provided all factions are invited and/or represented at the given meeting.
- 6050.12 No meetings or activities will be held for the purpose of advancing any doctrine or theory subversive under the Constitution of the United States or the State of California.
- 6050.13 Meals may not be served in the Community Meeting Room. If light refreshments are provided, the kitchenette must be left clean. The Library does not have supplies available for serving refreshments.
- 6050.14 There is a \$50 refundable deposit/cleaning fee required at time of application. **This deposit is nonrefundable for no shows, cancellations less than two weeks before the event rental.** ~~An administrative fee of \$25 will be incurred for cancellation notices less than two weeks in advance.~~
- 6050.15 Alcoholic beverages are prohibited.
- 6050.16 Use of the Community Meeting Room does not constitute an endorsement of the policies or beliefs of the group by the Library Board of Trustees or Library Staff and furthermore, the Board and Staff will not be held responsible for any action undertaken or administered by any organization.
- 6050.17 Personal property brought to or into the Community Meeting Room by any user is done so at the user's risk.
- 6050.18 Permits may be revoked by the Library Director whenever there has been a violation of these rules.
- 6050.19 Community Meeting Room must be vacated when the library closes.
- 6050.20 If a question should arise on the interpretation of these regulations, the matter is subject to the final decision of the Board of Trustees. These regulations may be changed or amended at any time by the Board of Trustees.
- 6050.21 Capacity limitations: 135

6050.22 Organizations requiring the presence of a staff member, will incur the cost of \$25 per hour per staff, after closing hours depending on staff availability

6050.23 Equipment available for the Community Meeting Room

6050.32.1 100 Chairs

6050.23.2 15 8' Tables

6050.23.3 Kitchenette

6050.23.4 Sound System

6050.23.5 1 Lectern

6050.23.6 2 Flags (American and State flag)

6050.23.7 Projector (\$15 Rental Fee)

Placentia Library District

POLICY MANUAL

POLICY TITLE: Barbara & Ed Hemmerling Group Study Rooms
POLICY NUMBER: 6055

Proposed Policy

The Placentia Library District is committed to providing an environment that is conducive to study and group collaboration. The Library provides our patrons access to the Barbara & Ed Hemmerling group study rooms within the following guidelines:

6055.1 The purpose of the Library study room is to provide a space for patrons to meet and collaborate. The Library will provide equal access to all patrons. The Library has two study rooms with a capacity of six people per room at one time. There is no charge for use of the study rooms.

- ~~a.~~ The Barbara & Ed Hemmerling group study rooms are not to be used to conduct commercial business transactions.
- b. Patrons reserving room must be at least 13 years of age and have a current valid Placentia Library card. **One Parent or Guardian must be present with patrons under 13 years of age.**
- c. Reservations will be held 10 minutes after the scheduled start time. ~~If the group of two or more is~~ If not present after the 10-minute grace period, the reservation is forfeited and the time slot becomes available to others.
- ~~d.~~ Rooms are reserved for ~~in 30 minute time increments,~~ up to two (2) hours/day. ~~If there are no other reservations, time may be extended an additional hours, up to three (3).~~ **Any individuals present in the room during the use period will also be considered to have used their allotment for the day.**
- e. There is a minimum of ~~two (2) patrons~~ and maximum of six (6) patrons per room.
- f. Furniture are not to be moved in or out of the rooms.
- g. Maintain a moderate noise level that does not disturb those in adjoining rooms or outside the rooms. Rooms are not soundproof.
- h. Leave the room in good condition for the next patrons, including erasing the whiteboard and disposing of trash.
- ~~i.~~ ~~Vacate study rooms 30 minutes before the Library closing time.~~
- j. Rooms are not intended to provide privacy. Library staff may enter rooms as needed for security, maintenance, or other reasons.
- k. Do not leave your valuables unattended in the rooms at any time. The Library is not responsible for lost or damaged personal property.
- l. All rules and regulations as outlined in the District policies, including but not limited to Policy 6020 – Internet and Computer Access, Policy 6040 – Beverage & Food, Policy 6050 – Community Meeting Room, and Policy 6065 – Public Behavior.

- m. Failure to comply with this policy and other library policies may result in loss of study room and/or library privileges.

6055.2 Patrons will be required to register at the Information Desk and provide a valid library card. Patrons' library cards will be returned after use of the study room.

6055.3 Rooms are available on first come, first served basis. Reservations can only be made for the same day, in person, at the Information Desk.

~~when not reserved. Patrons without reservations must vacate room when requested by patrons with valid reservations. Reservations can be made online or by calling the Information Desk. Reservations are taken during normal library hours and are required 24 hours before use of the study room. The last reservation of the day will be accepted one hour before the Library closes. Reservations are for one hour. If there is no reservation for the study room, patrons can request an additional hour at a time.~~

6055.4 Patrons are required to observe all library policies. There is no eating, drinking, and sleeping allowed in the study room. Bottled water is acceptable. Failure to comply with all library policies may result in loss of study room or library privileges.

Placentia Library District

POLICY MANUAL

POLICY TITLE: Public Behavior Policy

POLICY NUMBER: 6065

Welcome to the Placentia Library District. The Library Rules of Conduct have been established to protect the rights and safety of Library patrons, volunteers, and staff, and preserve and protect the Library's materials, equipment, facility, and grounds.

For the comfort and safety of patrons, volunteers, and staff, and the protection of Library property, the following actions are example of conduct not allowed on Library property:

- 6065.1** Engaging in any activity prohibited by law.
- 6065.2** Using cell phones and other personal electronic in a manner that disturbs others. Audible cell phones and ~~page ringers~~ **personal electronics** must be used on silent or vibrate mode.
- 6065.3** The use of tobacco products in any form or other harmful substances, including vaping, will not be permitted anywhere on Library property.
- 6065.4** Verbally or physically threatening or harassing other patrons, volunteers, or staff, including stalking, staring, lurking, offensive touching/**kissing**, and obscene acts.
- 6065.5** Eating or drinking, except in areas designated for those purposes. **Closed lid drinks are acceptable.**
- 6065.6** Carrying firearms and dangerous weapons of any type except by law enforcement **only.**
- 6065.7** Being under the influence of alcohol/illegal drugs, and selling, using or possessing alcohol/illegal drugs/**marijuana.**
- 6065.8** In possession of wheeled devices in the Library or on Library grounds, except in designated areas, including use of skateboards, roller-skates, bicycles, motorized or non-motorized scooters, and shopping carts. Motorized ADA assistive devices, wheelchairs, walkers, and strollers are exempt. **Wheeled devices may be concealed in backpacks.**
- 6065.9** Using restrooms for bathing and/or personal hygiene activities.
- 6065.10** Soliciting or conducting surveys not authorized by the Library.
- 6065.11** Bringing pets or animals, other than service animals necessary for disabilities, into the Library, except as authorized by the Library Director.

- 6065.12** Entering or being in the Library barefoot, without a shirt, with offensive body odor or personal hygiene, or being otherwise attired so as to be disruptive to the Library environment.
- 6065.13** Lying down or sleeping in the restrooms, or on any floor, or couch, table or seat in the Library. ~~having feet, standing, or jumping on furniture; or blocking aisles, exits or entrances.~~
- 6065.14** Bringing in articles that measure more than 16"W x 20"H x 12"D. All articles must be contained within this space.
- 6065.15** Moving Library furniture and/or equipment, and having feet, standing, or jumping on furniture; or blocking aisles, exits or entrances.
- 6065.16** Extension cords, Ethernet cables or equipment with exposed wirings.
- In addition, the following also apply to the Library Rules of Conduct:
- 6065.17** The Library is not responsible for children who are left unattended in or on the grounds of the Library.
- 6065.18** The Library is not responsible for personal items that are lost, stolen or damaged in or on the grounds of the Library.
- 6065.19** There shall be a maximum of two people allowed at each public computer workstation unless otherwise authorized by Library staff.
- 6065.20** Loud, disorderly or disruptive behavior will not be tolerated.
- 6065.21** Staff may call for Police assistance whenever the person-in-charge believes it is necessary.
- 6065.22** If a child under age 14 is left unattended after hours and the parents cannot be reached, the person-in-charge will call local law enforcement to pick-up and escort that child to the City of Placentia Police Station.

The Placentia Library District reserves the right to restrict the use of its facilities, premises, resources, and/or services to individuals who do not abide by the Library's Rules of Conduct and staff requests. Noncompliance with the Library's Rules of Conduct may result in an individual being required to leave the library premises or in arrest and prosecution.

Placentia Library District

POLICY HANDBOOK

POLICY TITLE: Patron Exclusion Policy
POLICY NUMBER: 6067

According to the Placentia Library District Policy 6065 – Public Behavior Policy, persons who violate the code of conduct will be asked to cease the behavior by library personnel. After being warned, if behavior persists, then the violator will be asked to leave the premises for the day. The first occurrence requiring staff to order person to leave results in the person being excluded from library premises for one day to one week to one month; any future occurrence earns twelve months. (Duplicated below in the outlined steps?)

According to the Placentia Library District Policy 6065 – Public Behavior Policy, persons who violate the code of conduct will be asked to cease the behavior by library personnel. If a person exhibits behavior violates the code of conduct and constitutes a threat to other library patrons, library volunteers, and/or library staff or otherwise disrupts the operations of the library, then the library can ban a patron from the library premises. This procedure details the process for banning an offending patron for periods less than one year.

1. Library supervisors, managers and/or their designee have the authority to ban from the library premises for predetermined time periods patrons whose inappropriate behavior has been documented adequately by following the procedures outlined below:

At the discretion of the librarian on duty, and in consideration of the severity of the offense:

- **First Offense: Two verbal warnings**
- **Second Offense: Written warning and suspension of privileges for one (1) day.**
- **Third Offense: Suspension of privileges for 7 days. Patron is to receive and sign a copy of the District Policy Violation Form (Appendix A). A copy of the signed form is to be kept on file at the District. The Library Director and the Library Board of Trustees are to be informed of any violations at the third offense or higher.**
- **Fourth Offense: Suspension of privileges for 30 days. Patron to be informed by registered letter (Appendix B), which is to include a copy of the Internet and Computer Access Policy and signed District Policy Violation Form on file at the District*. Subsequent or severe violations may result in permanent suspension of library privileges in accordance to policies 6065 and 6067.**
- **Fifth Offense: Suspension of privileges for one year and the Library Director and Board will decide further actions.**

*** For minors, the letter will be addressed to “The Parent or Guardian of” the offender. Internet and Computer Access Policy 6020.**

2. In the event that a patron’s behavior constitutes a perceived imminent serious threat to Library property, other library patrons, volunteers, and/or staff, library personnel may call the police for assistance. The Library Director has the authority to ban from the library premises for a period of twelve months any individual whose behavior is a sufficient threat to the ability of the library to operate

in a safe manner or whose behavior prevents staff, volunteers, and/or patrons from using the library services, furniture, facilities and materials for their intended purposes. Permanent and/or indefinite ban will require a decision by the Library Board of Trustees with exception of emergencies or time sensitive occurrences.

3. If an individual who has been excluded attempts to return to the library premises, such an act will be considered trespassing and the police will be called to remove the person from the library premises.

4. Banning or exclusion from library premises denies the patron access to the building, grounds and services of the Placentia Library District. The patron may still access from an offsite computer the Library's webpage. The individual's library card will be blocked.

5. If the individual who has been banned for twelve months wishes to appeal this decision, then the notification must be made in writing to the Library Director within ten (10) days from the date of the exclusion. The appeal will be heard at the next regularly scheduled meeting of the Library Board of Trustees. Trustees will decide by a majority vote to uphold the exclusion if the behavior is a sufficient threat to the ability of the library to operate in a safe manner or if the behavior prevents staff and patrons from using the library services, furniture, facilities and materials for their intended use. The ban will be in effect until this vote is taken. Trustees will instruct the Library Director to contact the person making such an appeal by letter and inform him/her of the decision of the Board.

6. It is the sole responsibility of the individual banned for twelve months to apply for reinstatement of library privileges; these are not automatically available at the end of the period of exclusion. The person notifies the Library Director that he/she plans to attend the regular meeting of the Library Board of Trustees to request reinstatement of his/her library privileges. This request may be made only after the twelve months has been completed. The ban will be in effect until this vote is taken. Trustees will instruct the Library Director to contact the person making such an appeal by letter and inform him/her of the decision of the Board.

7. Following the reinstatement by the Library Board of Trustees of a patron whose privileges had been revoked under this policy, it is understood that even one new violation of the Placentia Library District Policy 6065 – Public Behavior Policy can result in the individual being banned for an additional year from the Placentia Library District.

MEETING / GROUP STUDY ROOM RESPONSES

Mission Viejo- Patrons must reserve our study rooms online. We have two small study rooms with the maximum capacity of 6 people per fire code, and a larger study room with the maximum capacity of 10 people. The can reserve the study rooms for a total of 3 hours per day. We do allow paid tutors to use the study rooms, but the same rules apply to them. We allow zoom meetings and conference calls in the study rooms (we actually prefer if they use a study room to conduct these types of calls). We do not have a written policy, but the following room policy is in the description when they reserve online:

Meeting Room: The Conference Room is equipped with Wi-Fi, seats up to 10. Children under the age of 14 must be supervised by an adult while using the Conference Room. Please note the library does not provide supplies such as dry erase markers, projectors, etc.

Study Rooms: Study Rooms are equipped with Wi-Fi, seat up to 6, and can be reserved online up to 7 days in advance for free. There is a limit of 1 session up to 3 hours per day. Children under the age of 14 must be supervised by an adult while using a Study Room. Please note the library does not provide supplies such as dry erase markers, projectors, etc.

Santa Monica-The Main Library and Branch Libraries offer rental meeting rooms with varying room setups and capacities. These rooms are rented for a **fee** and can be reserved up to two months in advance by contacting the library directly. ****Due to COVID-19 Restrictions the meeting rooms are unavailable until further notice**** https://smpl.org/Meeting_Rooms.aspx

Newport Beach-No commercial activity is permitted in the Charles Sword Room (large Room). All other study rooms are not monitored for commercial activity and allow tutoring sessions. Patrons must have an NBPL card on file before reserving the Sword Meeting Room. Student ID is acceptable for school age applicants under age 18. The room may be reserved for a maximum of four (4) hours per group. The members of the group scheduling use of the study room must be present during the period of usage. <https://www.newportbeachlibrary.org/about/using-the-library/library-policies/study-room-policy>

Orange Public Library-Study room use is on a first come first served basis, reservations are not permitted, with the exception of the "Orange Park Acres Friends of the Library" and El Modena study rooms which may be reserved by Adult Literacy Program tutors and students for literacy group study. There is no fee to use the study rooms; however, you must have a current Orange Public Library Card in good standing, and be at least 13 years old. <https://www.cityoforange.org/DocumentCenter/View/9951/Study-Rooms-11142018>

Yorba Linda-Library card required: A valid Yorba Linda Public Library card is required for use. Age limits: Study rooms are permitted for use by individuals 14 years of age or older. Individuals under the age of 14 must be accompanied by someone 14 years or older. Up to two, 1-hour reservations or one, 2-hour reservation is allowed per individual, per day. Any individuals present in the room during the use period will also be considered to have used their allotment for the day. Study rooms in the Children's and Teen Loft area are reserved for students after 3:00 p.m. Rental fees are based on various factors. Fees associated with the rental classifications for Yorba Linda Residents and Non-Residents in the following categories: Private Events, Commercial Events, Non-Profit, PYLUSD, & Government Agencies, and Churches.

Corona Public Library-Six (6) study rooms are available to the general public. Library Study Room use is free and designed for individual or small group study. Procedures are designed to allow maximum use, fair distribution, and best maintenance of study room space in the following priority: Library staff, Adult Reading Assistance tutor/student pairs, public. Study Rooms may be used by Corona Public Library card holders only (individuals or groups). Individuals and small groups whose purposes are limited to civic, cultural, or educational objectives may use the study rooms. For-profit use is permitted under limited circumstances consistent with the Library's objective of providing a suitable learning environment for research, study, and reading. One example of approved for-profit use is a paid tutor. As stated in the Library Rules of Conduct (A.2.a), "Selling or solicitation for the immediate receipt of funds is prohibited on Library property." Study Room users will adhere to Library Rules of Conduct (A.2.a) or may lose the privilege of Study Room use. Study room use is limited to 2 hours per day per individual/group. If there is no reservation made by another user, the current study room user may remain in their assigned study room until needed by the next user. The use of a study room for over 2 hours is never guaranteed. <https://www.coronaca.gov/about-us/library/reserve-a-meeting-study-room>

Cerritos Library-No business meetings or tutoring allowed. The Library has five study rooms that can be reserved by small groups of students, junior high and above. These rooms are to be used for studying and not socializing. The rooms can be reserved in person at the Reservation Desk up to one week in advance for up to two hours with a valid Cerritos Library Card. Patrons may have only one reservation scheduled at any given time. Patrons must wait until their current reservation is complete before making another booking. The patron who has reserved the study room must check in at the Reservation Desk and present their Library card at the time of their reservation. The Reservation Desk Staff will then call a Monitor to unlock the study room reserved. The patron who has reserved the study room needs to be present in the room for the duration of their reservation. The Monitor will check the room at the end of the reservation. In the event of vandalism, a Monitor or Reservations Staff member will complete an Incident form including all necessary information on responsible patrons. Your scheduled reservation will be held for 15 minutes and then released to another library patron. http://menu.ci.cerritos.ca.us/cl_studyRooms.htm

Anaheim Public Library- No business meetings in study room. Study rooms are for 2-4 patrons study groups. Tutoring and proctoring may be conducted in public area in designated spaces/tables. Rules are posted in the study room.

Buena Park Library- Does not have study rooms. Meeting room is available for a fee and must follow city and state laws. Staff does not monitor any tutoring or business transactions but does follow Library Rules of Conduct. Any complaints about disruptions are handled based on Rules of Conduct.

Huntington Beach Library-Four small Study Rooms are available for \$5 per hour. Reservations are on a first-come, first-served basis. Tutoring is not monitored by staff. Meeting Rooms are available for a fee.

6 PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Review and Discuss the Proposal for IT Consultant Service.

DATE: January 24, 2022

BACKGROUND

At the August 16, 2021 Board meeting, an agreement was approved to procure IT services with Mr. Jeremy Yamaguchi, due to a vacancy left from the Systems Librarian resignation on August 26, 2021. The proposed contract is for a not to exceed amount of \$40,000, which will give the District approximately six months to make the assessment and solicit proposals.

On October 19, 2021, The District solicited a Request for Proposal (RFP) for IT consulting services with proposals due on November 22, 2021. The District received one proposal from Eagle Multi-Media, Inc.

DISCUSSION

A company founded in 2006 and based in La Habra, California, Eagle Multi-Media, Inc., its IT Director, Jeremy Yamaguchi, is currently providing IT service, on an interim basis, for the District. The last three months, the District has experienced expeditious results and responses from Mr. Yamaguchi. Staff has seen a substantial difference in the services receive and they appreciate the immediate attention to their IT needs and questions.

Eagle Multi-Media, Inc. will provide technology services and support the administration, staff, and patrons with software and hardware related matters. Service will include on-site and remote 25 hours per week at a rate of \$65 per hour or \$84,500 annually and a rate of \$100 per hour as needed for other consultants – Luke De Ruyter and Eu-Jin Ooi.

Attachment A is Eagle Multi-Media, Inc.'s proposal (pages 76-109).

Attachment B is Consultant Services Agreement (pages 110-116).

FISCAL IMPACT

\$84,500 annually

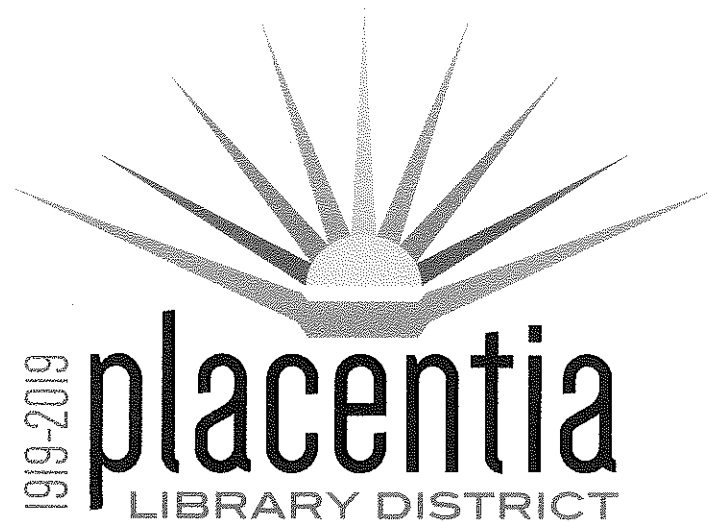
RECOMMENDATIONS

1. Award contract to Eagle Multi-Media, Inc. for IT service as presented, at a rate of \$65.00 per hour, not to exceed \$85,000 annually.
2. Authorize the Library Director and District Counsel to execute the Agreement between Eagle Multi-Media, Inc. and the Placentia Library District.
3. Authorize by a roll call vote.
4. Roll call vote.

Proposal for IT Support Services

Presented to the

Placentia Library District



11.22.2021

Presented by:
Eagle MMP Inc.
411 Park Industrial Dr.
La Habra, CA 90631

Overview

Eagle Multi-Media, inc. is a full service technology integrator founded in 2006 and based in La Habra, CA. We specialize in the design, installation, maintenance and management of IT, audio/visual and surveillance and security systems. Our team has over 40 years of experience serving both private companies and public agencies.

We are proud to present this response to the District's recent IT Support Services Request For Proposal- DISTRICT PROJECT NO. PLD-2021-01. This response shall demonstrate that we possess the required knowledge, expertise, staff, experience and availability to provide appropriate support to the District. Thank you for this opportunity.

Scope of Work

Objectives

Eagle MMP will establish, maintain, conduct, provide, procure or make available services including commercial, statistical, management, educational, engineering, data processing, communication and other technological, social or other services for Placentia Library District. Additionally we will provide both onsite and telephone support.

Scope

Eagle MMP will provide professional information technology services to Placentia Library District and support the administration, staff, and patrons in accomplishing the goals and objectives of the Library District. This includes help desk support for software and hardware related issues. Developing a standard operating procedure for IT practices to promote best practices with cyber-security and information privacy. We will also manage the physical and virtual systems that are required to operate the Library District. These technology systems include network equipment, printers, servers, local and cloud storage systems, as well as local and cloud databases. Finally Eagle MMP will act as a liaison between the Library District and third party vendors who provide technology services under separate contracts to the Library District, such as Envisionware, Bibliotheca, and SirsiDynix.

Eagle MMP will participate in the annual budget process and consult Library District staff on necessary requirements and upgrades. This may also include preparing draft proposals, project scopes, and collecting bids from third party vendors.

Eagle MMP will strive to maintain IT systems to prevent outages and issues that impede staff from being efficient. Eagle MMP will provide remote support for emergency support tickets and have a response within 2-hours of a call and on-site response within 4-hours during business hours if required.

Deliverables

Eagle MMP will maintain and make available a complete inventory of computers and IT related equipment with details including make, model, mac addresses, serials, and end-of-life estimates. This will also include upgrade schedules and maintenance plans to ensure business continuity and staff productivity. We will also provide a weekly status update with key tasks completed for the week, and a summary of IT support tickets opened, ongoing, and resolved. A monthly report will be provided to the Director and Board of Trustees for the state of the Library District's technology systems. Oral reports to the Board of Trustees can be provided if requested. Eagle MMP will maintain a list of all account and authentication methods used to administer IT systems and update monthly with the business manager to keep on file.

Eagle MMP will also maintain and provide monthly updates of all active users with access to library systems including Office 365, Horizon, cash registers, phone systems, website editing, and computer workstations.

Payment

Eagle MMP proposes to provide 25 hours per week of IT support services billed hourly and invoiced once a month on the last day of each month. Any project deemed urgent that would exceed 25 hours in a week, would be presented to the Director or his or her designee for written approval. Cyber Security threat responses in the event of a breach not resolvable by the on-duty personnel will be escalated to a System Administrator. An escalation will only proceed upon receipt of a written approval by the District Director. Special projects or equipment orders may be invoiced separately from the monthly invoices.

Staffing and Functions

- Jeremy Yamaguchi - Project Manager/IT Director

- Develop the organization's IT vision and translate it into actionable goals
- Direct the sourcing and implementation of new software and hardware
- Formulate and implement business continuity and disaster recovery plans
- Coordinate IT activities to ensure the availability of network services and data
- Identify future challenges in the IT landscape and developing mitigation strategies
- Oversee departmental budgeting and forecasting within the organisation
- Identify and eliminate security vulnerabilities with strategic solutions
- Identify and recommend new technology solutions

- Luke De Ruyter - System Administrator

- Set up new users and provide internet access
- Manage and maintain file servers
- Operate and manage the organizational firewall
- Monitor the internet connection for security risks
- Employ the latest security protocols
- Monitor the local area network (LAN) for threats or errors

- Eu-Jin Ooi - Senior Developer/ System Administrator

- Manage day to day onsite responsibilities
- Setup new users accounts
- Manage and maintain file servers
- Operate firewall for organization
- Monitor the internet connection for security risks
- Employ latest security protocols
- Monitor local area network (LAN) for threats

- Patrick Doidge - IT Technician

- Maintain working components through repair or replacement
- Assisting call-ins or live chat with technical difficulties
- Assist patrons and staff with hardware and software challenges

- Brady Sweet - IT Technician

- Maintain working components through repair or replacement
- Assisting call-ins or live chat with technical difficulties
- Assist customers and staff with hardware and software challenges

Sample Work Schedule

Staff	Monday	Wednesday	Friday	Sunday	Total Weekly hours
IT Support Staff	8:00am-12:00 pm 1:00pm-3:00pm	8:00am-12:00 pm 1:00pm-3:00pm	8:00am-12:00 pm 1:00pm-3:00pm	5:00pm-7:00 pm	20

On-site support Monday, Wednesday, and Fridays with Sunday evening remote management of patch installation, and security updates for user stations and servers. In-addition to these hours, a reserve of five hours is set aside for remote support on days which we are not on site to total 25 hours per week. Should these hours not be used, the weekly billing will be adjusted to actual hours.

Qualifications

Demonstrated Capability

Since August of 2021, Eagle MMP has provided managed IT Support services to the Placentia Library District on an interim basis. The team at Eagle MMP has an intimate understanding of the key systems and equipment that are essential to the daily operations of the Library District. These systems include Envisionware PC Reservations manager, PLT printer management, Envisionware STS cash-register manager, Biblioteca RFID security gates, staff RFID scanner, and self-checkout machines. Eagle MMP also has experience with deep-freeze as deployed on public computers, and Avast Antivirus cloud suite. Eagle MMP staff have established relationships with SirsiDynix, and are very familiar with the Citrix Systems services.

Eagle MMP proposes to deploy a proactive suite of software packages to prevent, detect, and respond to security threats. These include a cloud managed antivirus software, live alerting malware and ransomware monitoring software for key servers and staff user-stations, and an on-call security specialists to respond when security threats have been detected. Remote support is available 24/7 for emergency response.

Eagle MMP has been providing technical service since 2006. We have provided managed IT services to public, private, and non-profit agencies since 2012.

Past Projects

Influence Church

Eagle MMP provided a campus wide networking solution for a mega church in North Orange County. The project consisted in negotiating with ISP vendors and procuring dedicated fiber circuits, installing firewall routers, switches, and wifi access points, and hardwired data drops throughout the facility. Ongoing services include equipment management and updates, network and printer support, user workstations support, and security assessments. Key staff included Jeremy Yamaguchi, Luke De Ruyter, and Brady Sweet.

Third Encore Studios

Eagle MMP provided a complex network for public wifi and internet access for a multi-studio music rehearsal property. This system included negotiating with ISP vendors and producing business class internet service, installing an enterprise grade firewall, router, and switches. Advanced network filtering and a captive portal were deployed because of the heavy usage of publicly accessible networking. The second phase of the project included an HD digital CCTV system of 16 cameras networked over VPN to headquarters and remote access for building management. Ongoing services include monitoring network health, supporting help-tickets submitted by staff and customers, monitoring security camera systems for outages, installing updates, and providing regular security audits. Key staff members included Jeremy Yamaguchi, Eu-Jin Ooi, and Brady Sweet.

Southlands Church

Eagle MMP have provided IT, CCTV, Audio, Video, and Lighting services for Southlands Church. The initial phase of work commenced with procuring a new ISP with SD-WAN/ dedicated fiber optic internet connectivity for better bandwidth and reliability. This was complemented with an enterprise grade firewall, vpn router, and enterprise switches. Phase II included an expansion of structured cabling, upgrading Wifi access points, and adding new enterprise grade network switches to meet demands. Eagle MMP installed a fully IP security camera system of 24 channels including fisheye and AI (artificial intelligence) cameras to augment the physical intrusion detection system. We have integrated digital sound boards, cameras, digital signal processors, and control systems all onto the network. Ongoing services include weekly work to maintain and operate systems during events and business hours. IT staff monitor network health and respond as needed to staff needs. Key staff involved in the completion and maintenance of this contract include Jeremy Yamaguchi, Luke De Ruyter, and Brady Sweet.

References

Southlands Church

Managed IT services- Mar 2012-Present

Joel Baker, joelb@southlands.net, (909) 957-9564

Third Encore Studios

Managed IT services- Aug 2008 - Present

Chad Wanke, chad@3rdencoreoc.com, (714) 606-1973

Influence Church

Managed IT services Dec 2013- Present

Nathaniel Snyder, nate@influencechurch.org, (814) 329-6230

Granada Heights Church

Managed Technology Services Mar 2020- Present

Justin Francis, justin@ghfc.org, (562) 201-5549

Fee Proposal

*See Appendix "C"

Sample Agreement

*See Appendix "E"

Services terms and conditions

Non-Compete Clause

Eagle MMP assigns service professionals with qualifications commensurate with tasks listed in this scope of work. If the customer, directly or indirectly contracts with or hires any Eagle MMP employee engaged in providing services to the customer under this agreement or any other agreement, written or oral, Eagle MMP will have the option of negotiating a change in the cost and/org time to deliver or charge the customer the equivalent of 30% of the employees' annual salary as a finder's fee. This clause is applicable for a period of up to ninety days from the last date of services rendered by an Eagle MMP employee to the customer.

Time Records

Each employee, either directly employed by EMMP or a subcontractor (hereinafter called "Eagle MMP employee") will present a time record to the customer setting forth the hours worked. An authorized representative of the customer must countersign the record and will thereby certify that such time is correct and that the work was performed in a satisfactory manner.

Normal Business Hours

Eagle MMP service hours are 8:00am to 5:00pm Monday through Friday. Overtime (over 8 hours in one day), schedule after hours and weekends are charged at time and one-half of contracted service rate. Emergency after hours, weekends and holidays are charged at two times contracted service rate. Customer is responsible for providing 24 hours or greater advanced notice for the rescheduling or cancellation of Eagle MMP onsite engineering services. If less than 24 hours is given the customer will be charged a half day of Eagle MMP engineering time at \$200/hr.

Termination Terms

Client may terminate work under this Statement of Work, in whole or in part, at any time by 30 day written notice. Such notice shall state the extent and effective date of such termination. Upon receipt thereof, Eagle MMP shall, to the extent directed by the Client or its designees, stop work under this agreement. If the agreement is so terminated for convenience, Eagle MMP shall be paid in accordance with the terms of the order for only those materials or supplies delivered and accepted.

Commencement of Work

Work shall not commence under the Contract until a fully executed agreement has been received by Eagle MMP and Eagle MMP has been given approval to proceed by customer.

DATA LOSS

Eagle MMP makes no guarantee against data loss during services engagements. It is the customers responsibility to ensure data is properly protected (backed up) before the engagements begin.

Project Delays

Delays due to client configuration specifications, hardware delivery, carrier availability, and facility access, physical or environmental delays are subject to change orders as billable delays. These delays can also impact project timeline and deadlines.

Eagle MMP, inc. Services Warranty

Quality of Services

Eagle MMP warrants that its Services will be of professional quality (performed in a good and workmanlike manner) and will conform to generally accepted industry standards for such Service and to the requirements specified in this SOW. EMMP's personnel shall be competent and qualified to perform the tasks to which they are assigned. In the event of any breach of this warranty, EMMP, at its sole expense and without delay, shall re-perform the non-conforming Services to the applicable standard.

Workmanship Warranty

Eagle MMP certifies that all equipment and materials furnished shall carry a ninety (90) day warranty on parts. Eagle MMP guarantees to furnish any qualified personnel (during normal business hours, Monday to Friday, 8:00am to 5:00pm) to the installation site for the period of one (1) year from the date of installation to repair or replace defective items installed or provided by Eagle MMP exclusively. If the item is determined to not be defective, Eagle MMP will charge the customer for all time spent on the incident

Appendix A

Vendor Application Form

IT Support Services

APPENDIX A

REQUEST FOR PROPOSALS
IT SUPPORT SERVICES
Vendor Application Form

Type of Applicant:

New

Current Vendor

Legal Contractual Name of Corporation: Eagle Multi Media Productions Inc.

Contact Person for Agreement: Jeremy Yamaguchi

Corporate Mailing Address: 411 Park Industrial Dr

City: La Habra State: CA Zip Code: 90631

E-Mail Address: Jeremy@eaglemmp.com

Phone: 7143452513 Fax: _____

Contact Person for Proposals: Jeremy Yamaguchi

Title: President

E-Mail Address: Jeremy@eaglemmp.com

Business Telephone: Jeremy@eaglemmp.com

Business Fax: _____

Website: www.eaglemmp.com

Is your business: (check one)

NON-PROFIT CORPORATION

FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION

LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL

SOLE PROPRIETORSHIP

PARTNERSHIP

UNINCORPORATED ASSOCIATION

Federal Tax Identification Number: 83-0618827

City of Placentia Business License Number: 930003484

Expiration Date: 12/31/2021

(If none, you must obtain a Placentia Business License upon award of contract.)

Appendix B

Disclosure of Government Positions Form

APPENDIX B
DISCLOSURE OF GOVERNMENT POSITIONS FORM
IT SUPPORT SERVICES

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

Name	Agency	Position	Date of Employment
Jeremy Yamaguchi	City of Placentia	City Councilmember	Dec. 2008-Present

Appendix C

Pricing Form

IT Support Services

(Provided in sealed envelope)

APPENDIX C
PRICING FORM
IT SUPPORT SERVICES
 (PLACE THIS FORM ON A SEPARATE ENVELOPE)

Provide hourly rates, along with estimated annual pricing in accordance with the District's current requirements, as set forth in the Scope of Work. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year." (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Consultant Name	Hourly Rate	Hours Worked in a week	Annual Hours	Total Cost
Jeremy Yamaguchi	\$65	25	1300	\$84,500
Luke De Ruyter	\$100	As Needed	As Needed	
Eu-Jin Ooi	\$100	As Needed	As Needed	

Total Estimated Annual Price (12 Months):	\$ \$84,500
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Please provide a time estimate for response to calls for unscheduled media production services on an as-need basis and specify any fees or costs associated with such calls.

Consultant represents that it, its employees and subcontractors have all licenses, insurance, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate(s) for the positions described.

Invoices shall be submitted to the District monthly as performance of the Services progresses. District shall review and pay the approved charges on such invoices in a timely manner.

Appendix D

Eagle Multi-Media Productions Business License

CITY OF PLACENTIA

401 E Chapman
Placentia, CA 92870
(714) 993-8230



BUSINESS LICENSE CERTIFICATE

Issuance of certificate is not an endorsement or certification of compliance with other ordinances or laws.

Business Name: EAGLE MULTI-MEDIA PRODUCTIONS
Business Location: 411 PARK INDUSTRIAL DR
LA HABRA, CA 90631-6172
Owner Name(s): JEREMY YAMAGUCHI

BUSINESS LICENSE NO 930003484
Expiration Date: 12/31/2021

ORDINANCE SECTION 508470
Business Type: SERVICES

JEREMY YAMAGUCHI
EAGLE MULTI-MEDIA PRODUCTIONS
1057 E IMPERIAL HWY # 405
PLACENTIA, CA 92870-1717

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

Appendix E

Sample Agreement

**AGREEMENT FOR INFORMATION TECHNOLOGY
SUPPORT SERVICES BETWEEN THE PLACENTIA
LIBRARY DISTRICT AND CONSULTANT**

THIS AGREEMENT is made and effective as of August 16, 2021, between the Placentia Library District, a California independent special district ("District") and Eagle Multi-Media ("Consultant"), an S-Corporation.

RECITALS

- A. The District has determined that it requires the services of Consultant to provide Information Technology Support Services.
- B. Consultant has submitted a proposal for services for Information Technology Support.
- C. Consultant represents that it has the experience, staff and capability to provide the Information Technology Support required by the District as set forth in Exhibit A hereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM.

This Agreement shall commence on December 31, 2021 and shall continue until terminated pursuant to the provisions of this Agreement.

2. SERVICES.

Consultant shall perform the services and tasks and complete such tasks as are, respectively, described and set forth in Exhibit A and Exhibit B, which are attached hereto and incorporated herein as though set forth in full.

3. PERFORMANCE.

Consultant shall at all time faithfully, competently and to the best of its ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. PAYMENT.

A. The District agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibits A and B; provided that in no event shall the total compensation paid to Consultant exceed One-

Hundred and Thirty Thousand Dollars (\$130,000). Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein or which exceed the amount set forth above, unless such additional services are authorized in advance by the District and approved in writing by the Library Director.

B. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the District disputes any of Consultant fees it shall give written notice to Consultant within 30 days of receipt of an invoice in which fees are disputed.

5. TERMINATION.

A. The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least thirty (30) days prior written notice. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the District shall pay Consultant for work satisfactorily performed up to the time of termination. Upon termination of this Agreement pursuant to this Section, Consultant will submit a final invoice to the District pursuant to Section 4 herein.

6. DEFAULT OF CONSULTANT.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

B. If the Library Director determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the District shall serve Consultant with written notice of the default. Consultant shall have (15) days after service upon it of said notice in which to cure the default. In the event that Consultant fails to cure its default within such period of time, the District shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. RECORD KEEPING/OWNERSHIP OF DOCUMENTS.

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by the District that relate to the performance of services under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the District at reasonable times to such books and records, shall give the District the right to examine and audit said books and records, shall permit the District to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services performed pursuant to this Agreement shall become the sole property of the District and may be used, reused or otherwise disposed of by the District without the permission of Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the District, upon reasonable written request by the District, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION.

Consultant shall defend, hold harmless and indemnify the District, and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of District officials, (collectively, "Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense (collectively, "claims"), including but not limited to death or injury to any person and injury to any property, arising out of, pertaining to, or relating to Consultant's performance of this Agreement. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of District's choice, and shall pay all costs and expenses, including all District's attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Paragraph B shall not apply to claims arising out of the active negligence or misconduct of the Indemnitees.

9. INSURANCE REQUIREMENTS.

A. Consultant shall procure and maintain for the duration of this Agreement Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

B. Consultant shall furnish the District with a certificate of insurance evidencing the required insurance or the declaration that Consultant has no employees prior to commencing work for the District.

10. INDEPENDENT CONTRACTOR.

A. Consultant is and shall at all times remain as to the District a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the District nor any of their officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against the District, or bind the District in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the District. The District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES.

Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner may affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The District, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this section.

12. RELEASE OF INFORMATION.

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the District's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the Library Director or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at

services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the District and Consultant.

15. LICENSES.

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW.

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court the District within Orange County, California.

17. PROHIBITED INTEREST.

No officer, or employee of the District shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. Consultant hereby warrants and represents to the District that no officer or employee of the District has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the District in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. In the event of a conflict between the provisions of this Agreement and the exhibits hereto, the text of this Agreement shall prevail.

19. AUTHORITY TO EXECUTE THIS AGREEMENT.

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

PLACENTIA LIBRARY DISTRICT

Jeanette Contreras
Library Director

ACCEPTED BY:

[District Counsel]

CONSULTANT

By: _____
Name: Jeremy Yamaguchi

Appendix F

Resumes

JEREMY B. YAMAGUCHI

1057 E. Imperial Hwy. #405 Placentia, California 92870 (714) 345-2513 jbyamaguchi@gmail.com

PROFESSIONAL SUMMARY

- Accomplished leader in information technology and audiovisual systems, employee supervision, and production management.
- Technically skilled business professional with diversified management skills and creative problem solving gained through various leadership, technical, and business experiences.
- Over ten years of diverse management experience within public and private sector organizations

EXPERIENCE

Pacific Satellite Inc. - Director of Operations 2014-Present

Project manager, supervising crew chief, production manager. Manage installation projects, day-to-day operations, and special event production. Design, plan, and implement complex projects and maintain systems in quality and professional presentation. Manage employee recruitment, training, and supervision.

Friends Community Church- Technical Director 2018- Present

Monitor, maintain, and operate all technology systems on church campus. Analyze systems and provide reports to supervisors as needed. Participate in the budget process and organizational strategic planning. Ensure quality and secure systems across all platforms. Responsible for recruitment, training and supervision of volunteer audio/visual team.

Canyon Hills Friends Church- A/V & Technology Coordinator 2012-2018

System administrator for church wide Audio/Visual system and network. Maintain, manage and provide upgrades for all systems. Analyze systems and provide reports to supervisors as needed. Participate in the budget process and organizational strategic planning. Ensure quality and secure systems. Responsible for recruitment, training and supervision of volunteer audio/visual team.

City Council Member 2008-Present (Mayor 2012/2016)

Responsible for setting policy and legislative priorities for the City of Placentia. Works with staff and council colleagues to plan and carry out an annual operating budget of over \$30 million. Involved in grant application process, agency policy setting, staffing allocation planning, as well as long and short term strategic plans.

Audiowest 2012- present (Part Time)

Provided organizational leadership when working with outside labor, and participated in client planning meetings to help meet needs. Duties include designing, building, and deploying audio systems for various production applications. Works directly with clients, artists, and production professionals. Skills used include wireless microphone coordination, sound system design and engineering, sound system tuning and operation, sound mixing for bands, worship services, corporate meetings and others.

EDUCATION

California State University Fullerton

Bachelors of Arts Fall 2011

Major: Political Science, Cum Lade

El Dorado High School, Placentia, CA

High School Degree, June 2007 With Honors and Distinctions

ACTIVITIES AND SERVICE

City Council member, City of Placentia (Mayor 2012, 2016)

Placentia-Linda Lions Club, President 2015-2017

Placentia Community Foundation, Board of Directors (2009-2012)

Boy Scouts of America, Orange County Council Board of Directors (2006)

CSU Fullerton Alumni Association Life time member

AWARDS

- National Eagle Scout Association- Life-time Achievement award-2014
- Eagle Scout Award, Boy Scouts of America – 2006

COMPUTER SKILLS

- | | | |
|--------------------------|-----------------------|----------------------------|
| • Windows 7,8,10 | • Adobe Light room | • Audinate Dante |
| • Microsoft Office Suite | • HTML/Web Publishing | • Networks |
| • Mac OSX | • QSC Qsys Networks | • Java object based coding |
| • OSX creative suite | | |

*Partial Listing

REFERENCES

Teddy Ochieng Omandi
Lead Pastor Friends Church Fullerton
(714) 225-1446
teddy@fccbrea.org

Chad Wanke
Third Encore Studios
(714) 606-1973
chad@chadwanke.com

Paul Hower
La Habra Police Department
Technology Services
(310) 994 – 5179
paul_hower@lahabracity.com

Glenn Hatch
Owner, Audiowest
(714) 528-2285
glenhatch@aol.com

Jerry Cote
President, Pacific Satellite Inc.
(510) 918-3909
Jcote@sonic.net

Craig Green
Former Mayor, City of Placentia
(714) 222-8603
craig-green@prodigy.net

Eu-Jin Ooi

(714) 202-6643

Ooi@Eu-J.in[linkedin.com/in/EMOoi](https://www.linkedin.com/in/EMOoi)

Software Engineer

Highly reliable and innovative engineer with strong programming skills in the web and embedded control system domains. Knowledgeable in a wide spectrum of programming languages and quickly picks up new ones. Self-starter. Works well on an individual or collaborative basis.

Skills and Experience:

- Proficient: PHP, C#, C++, C, NodeJS/Typescript/Javascript, GraphQL, REST APIs
- Prior Experiences: Python, Java, Perl, VHDL, Powershell
- Embedded control systems
- Strong analytical and design skills
- Good communication and people skills

PROFESSIONAL EXPERIENCE

Ruggable

Tech Lead

August 2020 - Present

Senior Software Engineer

August 2019 - August 2020

- Built web applications for manufacturing, inventory, returns, customer service, asset tracking, defect management and fulfillment. Designed the system to utilize event driven architecture to process events in real time and reduce the peak loads on the infrastructure.
- Converted the order ingestion system from an interval based fetch to a real time webhook which eliminated peak loads and reduced database costs by 50% and compute costs by 5%.
- Integrate hardware such as nylon printers, label printers and barcode printers into our applications.
- Work with stakeholders to determine solutions to problems and create architecture documentation for the team to help implement the solution.
- Provide 24/7 support for applications
- Set the technical direction for a team of 9 engineers
- Directly mentor and manage 2 engineers

iHerb

Software Engineer

February 2017 - August 2019

- Increased domestic order volume by 15% by building an integration platform to be able to interact with 3rd party marketplaces such as Amazon or Walmart in order to pull in and process orders, manage our products, and provide customer support.
- Improved the user experience for logging into our website by implementing a single click sign on via an OAuth provider like Google, Facebook or Wechat. As part of this initiative, I removed requirements on requiring an email address to create an account which was particularly beneficial for markets such as China where many customers don't have an e-mail address.
- Added tracing to code so that our team could analyze issues with code at runtime that may not be apparent through exceptions or logging.
- Converted communication between our local and master data centers to API's in order to prepare our code for migration to .Net Core

Docler Media

March 2016-February 2017

Backend Software Engineer

- Increased traffic to our new website by developing a system that paid content providers for the time spent streaming to ensure that there was always a selection of content available to the users.
- Devised and implemented a method to watermark images targeting multiple uniquely branded websites.
- Improved the reliability and maintainability of several of our websites.

Meggitt USA
Software Engineer (Global Graduate Engineer Program)

The Global Graduate Engineer Program at Meggitt selects 10 high-potential engineers from around the world to be under the direct supervision of the Chief Technical Officer (CTO) to go through four - 9 month rotations, placing them in different business units (domestic and foreign) and are assigning them technical as well as non-technical projects.

- Developed a centralized web based tool to be used in the forecasting and tracking of all aftermarket sale activities for the company with more than 50 different operating business units. When launched, the software will keep track of parts in for repair as well as actual sales. It will also provide real-time variance reports from forecast to actual sales of the products manufactured and sold by the company on a worldwide basis. This tool is expected to reduce carrying costs of inventories significantly as well as reduce lead time.
- Developed data acquisition software in an overheat detection system for a commercial aircraft.
- Developed drivers for an analog to digital converter which allowed for a 45% reduction in the part count for a battery management unit, resulting in significant cost savings, while doubling the mean time between failures (MTBF).
- Identified a division by zero error in a DO-178B review of a developed suite of product software that led to change in the checklist adopted by the company.
- Developed a fluid level measuring algorithm which improved the accuracy by more than 300% and allowing the probe to compete more effectively with traditional capacitance and float probes.
- Lead the research activity in the development of an oil quality sensor geared for the aerospace and defense markets.
- Developed and co-administered the company wide engineering communication website.

University of California, Riverside
System Administrator

July 2011 - August 2014

- Key team member in creating a web based Card Access System (CAS) which grants access to specific rooms and buildings on campus. The new CAS allows authorized staff and faculty members to grant immediate access to students without relying on the IT department.
- Redesigned the department website, created a vastly improved user interface, developed a new control panel which allowed staff members to make updates or add new content on websites, reducing the turnaround time for updates.
- Provided students with a way to use licensed software remotely by creating a remote desktop cluster that would utilize idle computers in labs that were not in session.
- Developed a real-time backup/failover manager which allowed for replication and graceful failover between servers.
- Improved system reliability by adding monitoring software to servers to identify network and workstation/server issues that needed to be fixed.

EDUCATION / TRAINING

Bachelor of Science, Computer Engineering (2014) - University of California, Riverside

National Leadership Seminar (2011) - Boy Scouts of America, Peoria, Arizona

AWARDS, LEADERSHIP POSITIONS AND OTHER INFORMATION

- Designed and developed a voice actuated pathway illumination system as a Senior Design Project.
- Designed and developed a scaled prototype of an automated container crane which could be utilized to load and unload shipping containers from trucks, trains and ships.
- IEEEXtreme Programming Competition - Placed in the top 12% of almost than 2000 student teams worldwide.
- President and Webmaster of the Institute of Electrical and Electronics Engineers (IEEE) at UCR
- Scouting Honors and Awards: Eagle Scout, Vigil Honor, Centurion Award, Founders Award
- Created custom websites and volunteered as Webmaster for numerous local volunteer organizations
- Spirit of Volunteerism Award
- Provide guidance for youth leadership in Scouting's National Honor Society since 2012 after previously serving as a youth leader for 5 years

EXPERIENCE

VP of Systems, Eagle Multi Media Productions

La Habra, CA — June 2016 - Current

Eagle Multi Media Productions is a local full scale production services company. We provide a range of services from equipment rental, installation, and audio/visual mixing services.

- Design, architect, and create customized solutions for the customers' needs.
- Setup, maintain, and maintenance rental equipment for customer rentals.
- Configure networking requirements for specialized deployments including Cisco, Ubiquiti, and Netgear networking equipment.

Systems Architect, Pacific Dental Services, LLC.

Irvine, CA — October 2018 - Current

Pacific Dental Services (PDS) is a Dental Service Organization specializing in creating and supporting offices around the country. PDS was originally founded in 1994 and currently supports over 850 offices and has over 10,000 employees.

- Manage Azure AD, O365, Dev, SQL, App Services, Certificates, Subscriptions, Cost Management, and Deployments.
- Leading system integration efforts on a cross-functional team of programmers, engineers, and data scientists.
- Architecting and leading in the deployment of large scale AI models for image recognition and NLP.
- Configuring workstations and devices for deployments of new technologies.
- Creation of a Datalake and analytical analysis of the data.
- Predictive failure and trend analysis.

Lead Systems Engineer, ZebraSci Inc.

Temecula, CA — March 2013 - August 2017

ZebraSci is a medical automation company specializing in siliconization and inspection. ZebraSci has a wide array of machines and services from benchtop single part machines to fully automated 1500 ppm (parts per minute) inspection machines, as well as a fully capable lab offering precision inspection, characterization and root-cause investigation services. The company was recently ISO 17025:2005 accredited, and provides services and equipment to a host of international and local pharmaceutical companies.

- Writing interface software between Human Machine Interfaces (HMI) to System Controllers.
- Leading system integration efforts on a cross-functional team of programmers, engineers, and data scientists.
- Member of development team that created software to interface with custom PLC solution used in a majority of products.
- Programming Robotic work cells (4-axis and 6-axis) for production machines.
- Programming Embedded Systems for lab equipment machines and prototypes for proof of concept work.
- Setting up and maintaining Freenas, Pfsense, OpenVPN, Windows Server 2012, VMware systems.
- Building specialized computer systems to handle high speed computer vision algorithms for time sensitive inspections.
- Traveling internationally for calibrations, installations, repairs, sales, consultation and trade shows.
- Assisting with bringing up initial lab capabilities including building and validating custom lab equipment as well as assisting with creating all relevant protocols to obtain and maintain ISO 17025:2005 accreditation.

Network Operations Technician, Polly Butte Networks

Hemet, CA — May 2007 - March 2013

Polly Butte Networks is a small wireless internet service provider. They specialize in getting internet to the remote areas of the Riverside and Temecula areas. Polly Butte Networks has over 200 monthly subscribers.

- Created and designed hardware to reset unresponsive hardware in production and monitor battery voltages at remote sites.
- Built and Managed Linux servers, Cisco ASA 5505, PIX 501 and Catalyst 3750.

EDUCATION

(B.Sc.) Bachelors of Science in Computer Engineering

University of California, Riverside — 2016

Focus: Robotic Control Systems

SKILLS

- Programming skills in C, C++, Java, OpenCV, PHP, Python, Pylon, Qt, Visual Basic, CUDA, LaTeX
- Broad knowledge of circuit theory and engineering including PCB design, soldering, assembly, debugging and repair
- Manage and setup Linux, Embedded Linux, Windows, and OS X systems
- Capable of Reverse Engineering, Designing, Programming and Assembling products
- Experience using Arduino, Atmel, and PIC microcontrollers
- Understanding of project management workflows with Git, SVN, and Agile
- Effective, patient communicator with experience working on large cross-functional teams in an international setting.

EDUCATION

Cal State University Fullerton, Fullerton, CA August 2017-Dec 2021

- B.S. Computer Engineering, Computer Science Minor. 3.22 GPA
 - Operating Systems, Intro to Databases, VHDL, Data Structures, Microcontrollers, Computer Communications, Introductory and Advanced Circuit Theory

TECHNOLOGY SUMMARY

Programming Languages: C, C++, Python, MySQL, VHDL, Learning IOS

Database Management: SQL Server, sqlite3

Systems: Linux/Unix, Windows Server 2012 R2, 2016, 2019, Windows 10

EMPLOYMENT

IT Apprentice, States Logistics Services, Buena Park, CA December 2019 – Present

- Programmed firewalls, edge, and core switches. Building network analysis system
- Deployed printers/laptops/computers/phones in multiple facilities across multiple states
- Addressed break/fix user requests. Emergency recovery of phone system

Sound Tech, Fullerton Presbyterian Church, Fullerton, CA June 2012-Present

- Design and run audio for church services and special events
- Diagnostics and maintain the audio infrastructure

Light Design and Operation, Fullerton Presbyterian Church, Fullerton June 2013-Present

- Design, program, and run the light board for concerts and special events
 - Broadway concert, Beneficiary Appreciation Concert, Musical concerts
 - Good Friday, Easter, Christmas and New Year services

EXPERIENCE

Special Project, Boy Scouts of America, CA May 2018-Present

- Sole developer of Database-based, auction software solution for nonprofit organization. Delivered turnkey solution that improved workflow, uses a modern database, and improved reliability

LEADERSHIP

Wiatava Lodge Chief, Order of the Arrow, Fullerton, CA January 2018-January 2019

- Leading over 1,000 scouts and scouters in service in and around the community
- Leading and developing a team of youth to fulfil the mission of scouting in the community

ACHIEVEMENTS

Eagle Scout, Boy Scouts of America, Fullerton, CA November 2015

- 29 Merit Badges; 4 Long term Camps
- Over 2,000 Hours of service in the community

CONSULTANT SERVICES AGREEMENT
Eagle Multi-Media, Inc.

THIS AGREEMENT (the "Agreement") is made as of January __, 2022 by and between the Placentia Library District, ("District") and Eagle Multi-Media, Inc. ("Consultant").

1. Consultant's Services.

Subject to the terms and conditions set forth in this Agreement Consultant shall provide to the reasonable satisfaction of the District the IT support services set forth in the attached Exhibit "A", which is incorporated herein by this reference. As a material inducement to the District to enter into this Agreement, Consultant represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

Jeanette Contreras, Library Director (herein referred to as the "District's Project Manager"), shall be the person to whom the Consultant will report for the performance of services hereunder. It is understood that Consultant shall coordinate its services hereunder with the District's Project Manager to the extent required by the District's Project Manager, and that all performances required hereunder by Consultant shall be performed to the satisfaction of the District's Project Manager and the District Manager

2. Term of Agreement. This Agreement shall take effect on January _____, 2022, and shall continue for a two-year term, unless earlier terminated pursuant to the provisions herein.

3. Compensation. District agrees to compensate Consultant for each service which Consultant performs to the satisfaction of District in compliance with the scope of services set forth in Exhibit "A". Payment will be made only after submission of proper invoices in the form specified by District for hourly worked performed in the prior month at the rates set forth in Exhibit "A" (Appendix "C"). Total payment to Consultant pursuant to this Agreement shall not exceed Ninety Thousand Dollars (\$90,000) without the prior written consent of the District. The above not to exceed amount shall include all costs, including, but not limited to, all clerical, administrative, overhead, telephone, travel and all related expenses.

4. Payment.

A. As scheduled services are completed, Consultant shall submit to District an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

B. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

C. District will pay Consultant the amount invoiced the District will pay Consultant the amount properly invoiced within 35 days of receipt of an approved invoice.

D. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

5. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefore have been previously authorized in writing and approved by the District Manager or his designee as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time, if any, and adjustment of the fee to be paid by District to Consultant.

6. **Priority of Documents.** In the event of any inconsistency between the provisions of this Agreement and any attached exhibits, the provisions of this Agreement shall control.

7. **Status as Independent Contractor.**

A. Consultant is, and shall at all times remain as to District, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise act on behalf of District as an agent, except as specifically provided herein. Neither District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of District.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold District harmless from any and all taxes, assessments, penalties, and interest asserted against District by reason of the independent contractor relationship created by this Agreement. In the event that District is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between District and Consultant, then Consultant agrees to reimburse District for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with Workers' Compensation laws regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold District harmless from any failure of Consultant to comply with applicable Worker's Compensation laws.

D. Consultant shall, at Consultant's sole cost and expense fully secure and comply with all federal, state and local governmental permit or licensing requirements, including but not limited to the District of Diamond Bar, South Coast Air Quality Management District, and California Air Resources Board.

E. In addition to any other remedies it may have, District shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to District from Consultant as a result of Consultant's failure to promptly pay to District any reimbursement or indemnification required by this Agreement or for any amount or penalty levied against the District for Consultant's failure to comply with this Section.

8. **Standard of Performance.** Consultant shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions and represents that it and any subcontractors it may engage, possess any and all licenses which are required to perform the work contemplated by this Agreement and shall maintain all appropriate licenses during the performance of the work.

9. Indemnification.

Consultant shall indemnify, defend with counsel approved by District, and hold harmless District, its officers, officials, employees and volunteers ("Indemnitees") from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with:

(1) Any and all claims under Workers' Compensation Act and other employee benefit acts with respect to Consultant's employees or Consultant's contractor's employees arising out of Consultant's work under this Agreement; and

(2) Any and all claims arising out of Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of District's passive negligence, but excepting such loss or damage which is caused by the active negligence or willful misconduct of the District. Should District in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the District its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the Indemnitees. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. Except for the Indemnitees, this Agreement shall not be construed to extend to any third party indemnification rights of any kind.

(3) The Consultant's obligations to indemnify, defend and hold harmless the District shall survive termination of this Agreement.

10. Insurance.

A. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company authorized to do business in the State of California and approved by the District the following insurance:

(1) a policy or policies of broad-form comprehensive general liability insurance written on an occurrence basis with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) automotive liability insurance written on an occurrence basis covering all owned, non-owned and hired automobiles, with minimum combined single limits coverage of \$1,000,000.00; and

(3) Worker's Compensation insurance when required by law, with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater.

B. The District, its officers, employees, agents, and volunteers shall be named as additional insureds on the policies as to comprehensive general liability, property damage, and automotive liability. The policies as to comprehensive general liability, property damage, and

automobile liability shall provide that they are primary, and that any insurance maintained by the District shall be excess insurance only.

C. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving District at least ten (10) days prior written notice thereof. Consultant agrees that it will not cancel, reduce or otherwise modify the insurance coverage and in the event of any of the same by the insurer to immediately notify the District.

D. All policies of insurance shall cover the obligations of Consultant pursuant to the terms of this Agreement and shall be issued by an insurance company which is authorized to do business in the State of California or which is approved in writing by the District; and shall be placed have a current A.M. Best's rating of no less than A-, VII.

E. Consultant shall submit to District (1) insurance certificates indicating compliance with the minimum insurance requirements above, and (2) insurance policy endorsements or a copy of the insurance policy evidencing the additional insured requirements in this Agreement, in a form acceptable to the District.

F. Reserved.

G. Reserved.

H. Failure to Maintain Insurance. If Consultant fails to keep the insurance required under this Agreement in full force and effect, District may take out the necessary insurance and any premiums paid, plus 10% administrative overhead, shall be paid by Consultant, which amounts may be deducted from any payments due Consultant.

I. Consultant shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the District for review and approval. All insurance for subcontractors shall be subject to all of the requirements stated herein.

11. Confidentiality. Consultant in the course of its duties may have access to confidential data of District, private individuals, or employees of the District. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by District. District shall grant such authorization if disclosure is required by law. All District data shall be returned to District upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant prepares reports of a proprietary nature specifically for and in connection with certain projects, the District shall not, except with Consultant's prior written consent, use the same for other unrelated projects.

12. Ownership of Materials. Except as specifically provided in this Agreement, all materials provided by Consultant in the performance of this Agreement shall be and remain the property of District without restriction or limitation upon its use or dissemination by District. Consultant may, however, make and retain such copies of said documents and materials as Consultant may desire.

13. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Consultant and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. The District and any of their authorized representatives shall have access to and the right to audit and reproduce any of Consultant's records regarding the services provided under this Agreement. Consultant shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Consultant agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from the District, and copies thereof shall be furnished if requested.

14. Conflict of Interest.

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of hardware or software to District as a result of the performance of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

15. Termination. The District may terminate this Agreement with or without cause upon fifteen (15) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following delivery of the notice. In the event of such termination, District agrees to pay Consultant for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, unless the notice provides otherwise, except those services reasonably necessary to effectuate the termination. The District shall be not liable for any claim of lost profits.

16. Personnel/Designated Person. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed primarily by Jeremy Yamaguchi and under his supervision, and all personnel engaged in the work shall be qualified to perform such services

17. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of District relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

18. Time of Completion. Consultant agrees to commence the work provided for in this Agreement within (5) days of being notified by the District to proceed and to diligently prosecute completion of the work within 180 calendar days from such date or as may otherwise be agreed to by and between the Project Manager and the Consultant.

19. Time Is of the Essence. Time is of the essence in this Agreement. Consultant shall do all things necessary and incidental to the prosecution of Consultant's work.

20. Reserved.

21. Delays and Extensions of Time. Consultant's sole remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay, Consultant must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of District. Any extensions granted shall be limited to the length of the delay outside Consultant's control. If Consultant believes that delays caused by the District will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost within 10 days of the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement. In no event shall the Consultant be entitled to any claim for lost profits due to any delay, whether caused by the District or due to some other cause.

22. Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of District, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

23. Compliance with Laws. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

24. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by District of any payment to Consultant constitute or be construed as a waiver by District of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by District shall in no way impair or prejudice any right or remedy available to District with regard to such breach or default.

25. Reserved.

26. Reserved.

27. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during regular business hours or by facsimile before or during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

"CONSULTANT"

Eagle Multi-Media Productions
411 Park Industrial Drive
La Habra, CA 90631-6172
Attn.: Jeremy Yamaguchi
Phone: 714-345-2513
E-Mail: Jeremy@eaglemp.com

"DISTRICT"

Placentia Library District
411 E. Chapman Avenue
Placentia, CA 92870
Attn.: Jeanette Contreras
Phone: 714-528-1925 ext. 202
E-mail: jcontreras@placentialibrary.org

28. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California. The venue for any action brought under this Agreement shall be in Los Angeles County.

29. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

30. Entire Agreement. This Agreement, and any other documents incorporated herein by reference, represent the entire and integrated agreement between Consultant and District. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the District will only be valid if signed by a person duly authorized to do so under the District's Purchasing Ordinance.

IN WITNESS of this Agreement, the parties have executed this Agreement as of the date first written above.

"Consultant"
Eagle Multi-Media Productions

"District"
Placentia Library District

By: _____
Jeremy Yamaguchi
Title: _____

By: _____
Jeanette Contreras, Library Director

[Signatures continued on next page]

By: _____
Printed Name: _____
Title: _____

Approved as to form:

By: _____
David DeBerry, District General Counsel

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: **Review and Discuss the Proposal for Facilities Impact Fee Study (Nexus Study).**

DATE: January 24, 2022

BACKGROUND

At the November 15, 2021 Board meeting, a Request for Proposal (RFP) was approved for Services of a Facilities Impact Fee Study (Nexus Study). On November 16, 2021, The District solicited a Request for Proposal (RFP) for an updated Nexus Study with proposals due on December 9, 2021. The District received one proposal from SCI Consulting Group.

DISCUSSION

The District established an Impact Fee on June 26, 2008 by way of adoption of Resolution No. 08-10 and pursuant to the authority in the Fee Mitigation Act, Government Code §§ 66000, et seq. (the "Act"). It was approved on November 18, 2008. The Act permits local agencies to impose fees on new development which are reasonably related to the development's impacts on local agency facilities. Typical impact fees go toward improving and expanding roads, parks, police and fire facilities, and in this case, library facilities.

The Agreement between the District and the City to collect the fees was not approved until November 18, 2008 and it states that the City shall require any individual or entity to which the Fee applies to provide evidence to the City of payment of the Fee prior to the date of final inspection, or the date of the certificate of occupancy is issued, whichever occurs first.

After the solicitation process, the District received a proposal from SCI Consulting Group. SCI was established in 1985 and has prepared over 150 development impact fee studies and facility financing plans for public agencies across California. SCI's scope of work will include conducting an initial research and reviewing the District's plans, analyzing impact and determining fee, drafting an administrative review, conducting outreach and public input, presenting study to Library Board for review and approval, and City Council for final adoption. The total project cost is \$16,200.

Attachment A is SCI Consulting Group's proposal (pages 118-125).
Attachment B is Consultant Services Agreement (pages 126-132).

FISCAL IMPACT

\$16,200

RECOMMENDATIONS

1. Award contract to SCI Consulting Group for a Facilities Impact Fee Study as presented, at a cost of \$16,200.
2. Authorize the Library Director and District Counsel to execute the Agreement between SCI Consulting Group and the Placentia Library District.
3. Authorize by a roll call vote.oll call vote.



Wednesday, December 8, 2021

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

Re: Proposal for Facility Impact Fee Study and Related Consulting Services

Dear Jeanette:

SCI Consulting Group ("SCI") is pleased to submit, for your review, this brief proposal to provide a Facility Impact Fee Study ("Nexus Study") and related consulting services for the Placentia Library District ("District") and the Library Board of Trustees ("Library Board").

SCI has been serving California public agencies for over 36 years. We firmly believe that our extensive expertise with impact fee programs and other funding mechanisms and our unique understanding of the City of Placentia offers the District the best opportunity to establish a new Library Impact Fee program in the timeliest, legally compliant defensible manner. Our approach to the Nexus Study would be based on close interaction and coordination with District staff and other key stakeholders. If selected, SCI Consulting Group would provide comprehensive services in a manner that limits the time and resources of the District

After you have had an opportunity to review our proposal, please feel free to contact me at (707) 430-4301 ext. 113 to discuss any aspects. I can also be reached via email at blair.aas@sci-cg.com.

Sincerely,

A handwritten signature in black ink that reads "Blair Aas". The signature is written in a cursive, slightly slanted style.

Blair E. Aas
Director of Planning Services

cc: Melanie Lee, SCI Consulting Group

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COMPANY SUMMARY

Established in 1985, **SCIConsultingGroup** is a recognized public finance consulting firm with leading expertise in assisting California public agencies with local funding of public services and improvements. We also possess industry-leading expertise with the important legal and procedural requirements for establishing development impact fee programs, Community Facilities Districts, Benefit Assessment Districts, and other local financing mechanisms. SCI has prepared over 150 development impact fee nexus studies and facility financing plans. SCI has also formed and annually administers over 1,000 special taxes, assessments, and fees for nearly 200 public agencies throughout the State.

This expertise and experience will ensure that the District’s goals and objectives are met successfully, collaboratively, on schedule, and on budget.

INFORMATIONAL CONTENT

If selected, I would serve as the project manager and principal-in-charge. Melanie Lee, Senior Consultant, would also be involved in the technical analysis and preparation of the Nexus Study. The two of us do not have any work commitments that would interfere with our responsiveness and ability to complete the project within a reasonable timeframe.

As Director of Planning Services, I specialize in the areas of developer mitigation, Mello-Roos CFD formations, development impact fees, and other new revenue mechanisms to fund the need for new or increased public services and facilities. With 20 years of experience in public finance, I have developed extensive expertise in assisting public agencies in addressing the financial impact of new development. I have prepared over 100 development impact studies and public facility financing plans and am a recognized expert in CFD formations.

I am a graduate of Boise State University with a B.A. in Economics with an emphasis in public finance. I am a frequent presenter on local funding mechanisms for public agencies at annual conferences and area workshops held by the California Society of Municipal Finance Officers, the California Special Districts Association, California Association of Recreation and Park Districts, and the Fire District Association of California. I am a commercial associate member of the California Society of Municipal Finance Officers, a member of the CSDA Legislative Committee Budget, Finance, and Taxation Working Group, and a former Community Resources Commissioner for the City of Fairfield.

REFERENCES

**Joe Lambert, Director of Development Services
City of Placentia**

401 E. Chapman Avenue, Placentia, CA 92870
(714) 993-8234, jlambert@placentia.org

Completed an Impact Fee Nexus Study for the TOD area in 2016 (\$27,500) and a Citywide Impact Fee Nexus Study in 2017 (\$32,200). Current engaged in preparing a Citywide Public Safety Impact Fee Nexus Study (\$20,890).

**Mark Heine, Fire Chief
Sonoma County Fire District**

8200 Old Redwood Highway, Windsor, CA 95492
(707) 892-2000, mheine@sonomacountyfd.org

Completed a Fire Impact Fee Nexus Study in early 2021 (\$21,490) along with a similar study for the Sonoma Valley Fire District. Adopted by Sonoma County, the City of Sonoma, and the Town of Windsor.

**Mary Otten, General Manager
Pleasant Valley Recreation & Park District**

1605 E. Burnley Street, Camarillo, CA 93010
(805) 482-1996, motten@pvrpd.org

Completed a Park Impact Fee Nexus Study in early 2021 (\$27,840). Adopted by the City of Camarillo.

Anthony Tannehill, Legislative Representative
California Special Districts Association
1112 I Street, Suite 200, Sacramento, CA, 95814
877.924.2732, anthonyt@csla.net

Served with Anthony on the CSDA Legislative Committee since 2017 on pending impact fee legislation. Links to two CSDA New Law Series Articles authored by Blair Aas are provided below.

<https://www.csla.net/blogs/csla-admin/2019/11/18/new-development-impact-fee-restrictions-and-report>

https://www.csla.net/blogs/vanessa-gonzales/2021/12/07/2022-new-laws-series-part-6-development-impact-fee?utm_source=informz&utm_medium=email&utm_campaign=electronic%20newsletter&_zs=qjmiK1&_zl=C9gW6

PROJECT SUMMARY

We understand that the District would like to establish a new Library Impact Fee program. The Nexus Study would establish the legal and policy basis for imposing a new library impact fee on new development within the District. Specifically, the Nexus Study and the fee program will comply with the substantive and procedural requirements of the Mitigation Fee Act ("Act"), which are as follows:

1. Identify the purpose of the fee.
2. Identify the use to which the fee is to be put.
3. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed ("benefit relationship").
4. Determine how there is a reasonable relationship between the need for the facilities and the type of development project on which the fee is imposed ("impact relationship").
5. Determine how there is a reasonable relationship between the amount of the fee and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed ("proportional relationship").

The Nexus Study would likely use a system-wide, open-ended facilities standard methodology. Under this widely used method, the District's ratio of existing library facilities, collections, and computers to new development establishes a facilities standard for determining new development's fair share of the cost to improve and expand the District's library system. These costs are then applied to different land use categories in proportion to the need they create for library services to establish a cost/fee per square foot.

The Nexus Study would also detail the procedural requirements for approval of the Nexus Study and proposed library impact fee program ("fee program") by the Library Board of Trustees and adoption by the City of Placentia ("Placentia") Council on behalf of the District. Also, the Act contains specific requirements for the annual administration of the fee program.

OUTLINE OF SERVICES

Based on our current understanding of the project, the technical analysis, and services needed by the District, we propose the following scope of work and approach to the project:

Task 1: Initial Research and Planning

SCI will first review the District's current library impact fee program, enabling ordinance, the District's Library Master Plan, Capital Improvement Plan, and other technical studies and plans related to funding the proposed library facilities, collections, and technology. SCI and the District will then hold a project kick-off meeting to discuss the District's goals and objectives and the proposed methodologies and approaches used to determine the fee. We will also discuss gathering all the available data and cost estimates needed for the project.

SCI understands that the District will provide an inventory of the District's library facilities, collections, and technology to new development establishes a facilities standard for determining new development's fair share, and some other statistical data. At the project kick-off meeting, SCI and District staff will develop a detailed timeline, task list, and deliverables for the project.

Task 2: Impact Analysis and Fee Determination

Utilizing the information gathered in Task 1, SCI will determine the maximum library impact fees to fund new development's fair allocation of the District's capital improvement plan. The cost components of the fee will likely include library facilities, collections, and technology. SCI and the District will need to maintain a productive dialogue throughout this process to ensure cost allocation methodologies are appropriate and comply with the requirements of the Act. Upon completion of the initial cost allocation and fee determination, SCI will review the technical analysis, key findings, and recommendations with District staff and make any adjustments as necessary.

Task 3: Nexus Study Administrative Review Draft

SCI will then prepare a draft Nexus Study Report for administrative review and comment. The Nexus Study will include a summary of the fee methodology, approach, and findings, along with technical analysis and documentation to support the maximum library impact fee. The Nexus Study will also provide the required findings to demonstrate compliance with nexus requirements of the Act. Furthermore, the Nexus Study will summarize the adoption, accounting, and reporting requirements of the Act for implementation and annual administration of the new fee program.

Task 4: Public Review Draft and Stakeholder Outreach

After review by District staff, SCI will revise the administrative draft according to one set of consolidated comments from the District. SCI will then provide a Public Review Draft of the Nexus Study and present it and the proposed fee program before the Library Board, City staff, and other key stakeholders, as necessary. The purpose of these outreach meetings is to educate the stakeholders on the purpose and details of the new fee program and solicit their input and support. A PowerPoint presentation will be prepared for each meeting to succinctly present the District's plans, the cost allocation methodologies, and the new fee program.

Task 5: Nexus Study Final Report and Library Board Approval

SCI will also review and present the Nexus Study and proposed fee program before the Library Board and the public for approval. After incorporating input from the Library Board, and other key stakeholders, SCI will make any necessary changes based on one set of consolidated comments from the District and provide a final Nexus Study Report. SCI will also make any revisions to the Nexus Study Final Report, requested by the Library Board.

Task 6: Adoption by City Council

Upon approval of the fee program by the Library Board, SCI will also review and present the Nexus Study and the proposed fee program before City staff, Legal Counsel, and eventually the City Council and public for adoption.

In-Person Meetings

We anticipate the need for up to two in-person meetings - one Library Board meeting and one City Council meeting. Additional meetings, assistance, or participation in other presentations, beyond our proposed two in-person meetings will be billed at our hourly billing rate for the duration of the project.

District Resources

SCI will carry out all tasks specified in the Work Plan and any other related services, as appropriate, to prepare the Nexus Study and new fee program. The District would be responsible for the following:

- Meet or video conference periodically with SCI as needed.
- Provide information and documentation regarding the District's Master Plan, capital improvement plan, existing facility inventory, collections, computers, and additional data as requested.
- Assist with planning, review, and coordination of action items.

Tentative Timeline

We anticipate that preparing the Public Review Nexus Study and stakeholder outreach meetings would take approximately 2 to 3 months. The timeline will, in part, depend on the availability of the required data and cost estimates, and level of stakeholder outreach. Library Board approval of the new fee program could occur the following month or subsequent month, depending on the Library Board's meeting calendar and ability to satisfying the noticing requirements.

The review by City staff and final adoption by the City Council will likely take another 2 to 3 months. As required by law, the new library impact fee could become effective 60 days after adoption.

COST SUMMARY

Compensation for preparing a Library Impact Fee Nexus Study and related consulting services shall be a fixed fee of \$14,950 plus incidental costs. After the completion of each task, SCI shall submit an invoice for the work performed. Payments shall be due and payable upon submitting an invoice for each completed task, as detailed below.

Fee Schedule / Manner of Payment

Work Plan and Approach	Billable Labor Hours		Total Billable Hours	Fixed Fees
	Director / Project Manager	Senior Consultant		
2022 Hourly Billing Rates	\$200	\$175		
Task 1: Initial Research and Planning	10	2	12	\$2,350
Task 2: Impact Analysis and Fee Determination	14	4	18	\$3,500
Task 3: Nexus Study Administrative Review Draft	12	2	14	\$2,750
Task 4: Public Review Draft / Outreach	10	2	12	\$2,350
Task 5: Final Report and District Board Approval	10	0	10	\$2,000
Task 6: Adoption by City Council	10	0	10	\$2,000
Labor Costs	66	10	76	\$14,950
Incidental Costs NTE				\$1,250
Total Project Cost				\$16,200

The scope of work includes up to two (2) in-person meetings. Compensation for additional in-person meetings and out-of-scope services shall be billed at the hourly billing rate of \$200. Travel time for other in-person meetings shall be billed at 75% of the hourly billing rate.

Incidental costs incurred by SCI for the purchase of property or statistical data, travel, and other out-of-pocket expenses incurred in performing the scope of work shall be reimbursed at actual cost. We estimate these costs to be approximately \$1,250.

Note: The library impact fees justified by the Nexus Study will include and recover the costs associated with the preparation and implementation of the Nexus Study and related consulting services.

OTHER INFORMATION

Employment Policies. SCI does not and shall not discriminate against any employee in the workplace or against any applicant for such employment or against any other person because of race, religion, sex, color, national origin, handicap, or age, or any other arbitrary basis. SCI Consulting Group ensures compliance with all civil rights laws and other related statutes.

Conflict of Interest Statements. SCI has no known past, ongoing, or potential conflicts of interest for working with the Authority, performing the Scope of Work, or any other service for this Project.

Insurance. SCI carries professional Errors and Omissions insurance in the amount of \$2 million per occurrence and \$2 million aggregate. SCI also carries general liability insurance in the amount of \$2 million per occurrence and \$4 million aggregate.

Independent Contractor. If selected, SCI shall perform all services included in this proposal as an independent contractor.

Litigation. No litigation has been filed against SCI in the past five (5) years related to the services we provide in our regular course of business.

REQUIRED DOCUMENTS

The required document to complete were not provided with the RFP or available on the District's website. However, the proposal details our qualifications. We have not colluded with anyone in the preparation of this proposal. We will indemnify the District with specific language to be agreed to after award. We have not received any addenda to the RFP. Lastly, I have read, understood, and comply with all the information in the RFP.

Blair E. Aas
Director of Planning Services



Date: December 8, 2022

CONSULTANT SERVICES AGREEMENT
SCI Consulting Group

THIS AGREEMENT (the "Agreement") is made as of January __ 2022 by and between the Placentia Library District, ("District") and SCI Consulting Group ("Consultant").

1. Consultant's Services.

Subject to the terms and conditions set forth in this Agreement Consultant shall provide to the reasonable satisfaction of the District the facility impact fee study services set forth in the attached Exhibit "A", which is incorporated herein by this reference. As a material inducement to the District to enter into this Agreement, Consultant represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

Jeanette Contreras, Library Director (herein referred to as the "District's Project Manager"), shall be the person to whom the Consultant will report for the performance of services hereunder. It is understood that Consultant shall coordinate its services hereunder with the District's Project Manager to the extent required by the District's Project Manager, and that all performances required hereunder by Consultant shall be performed to the satisfaction of the District's Project Manager and the District Manager

2. Term of Agreement. This Agreement shall take effect on January _____, 2022, and shall continue until the services are completed, unless earlier terminated pursuant to the provisions herein.

3. Compensation. District agrees to compensate Consultant for each service which Consultant performs to the satisfaction of District in compliance with the scope of services set forth in Exhibit "A". Payment will be made only after submission of proper invoices in the form specified by District for each task completed by Consultant in the amounts set forth in Exhibit "A". Total payment to Consultant pursuant to this Agreement shall not exceed Sixteen Thousand Two Hundred Dollars (\$16,200) without the prior written consent of the District. The above not to exceed amount shall include all costs, including, but not limited to, all clerical, administrative, overhead, telephone, travel and all related expenses.

4. Payment.

A. As scheduled services are completed, Consultant shall submit to District an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

B. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

C. District will pay Consultant the amount invoiced the District will pay Consultant the amount properly invoiced within 35 days of receipt of an approved invoice.

D. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

5. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefore have been previously authorized in writing and approved by the District Manager or his designee as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time, if any, and adjustment of the fee to be paid by District to Consultant.

6. **Priority of Documents.** In the event of any inconsistency between the provisions of this Agreement and any attached exhibits, the provisions of this Agreement shall control.

7. **Status as Independent Contractor.**

A. Consultant is, and shall at all times remain as to District, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise act on behalf of District as an agent, except as specifically provided herein. Neither District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of District.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold District harmless from any and all taxes, assessments, penalties, and interest asserted against District by reason of the independent contractor relationship created by this Agreement. In the event that District is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between District and Consultant, then Consultant agrees to reimburse District for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with Workers' Compensation laws regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold District harmless from any failure of Consultant to comply with applicable Worker's Compensation laws.

D. Consultant shall, at Consultant's sole cost and expense fully secure and comply with all federal, state and local governmental permit or licensing requirements, including but not limited to the District of Diamond Bar, South Coast Air Quality Management District, and California Air Resources Board.

E. In addition to any other remedies it may have, District shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to District from Consultant as a result of Consultant's failure to promptly pay to District any reimbursement or indemnification required by this Agreement or for any amount or penalty levied against the District for Consultant's failure to comply with this Section.

8. **Standard of Performance.** Consultant shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions and represents that it and any subcontractors it may engage, possess any and all licenses which are required to perform the work contemplated by this Agreement and shall maintain all appropriate licenses during the performance of the work.

9. Indemnification.

Consultant shall indemnify, defend with counsel approved by District, and hold harmless District, its officers, officials, employees and volunteers ("Indemnitees") from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with:

(1) Any and all claims under Workers' Compensation Act and other employee benefit acts with respect to Consultant's employees or Consultant's contractor's employees arising out of Consultant's work under this Agreement; and

(2) Any and all claims arising out of Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of District's passive negligence, but excepting such loss or damage which is caused by the active negligence or willful misconduct of the District. Should District in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the District its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the Indemnitees. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. Except for the Indemnitees, this Agreement shall not be construed to extend to any third party indemnification rights of any kind.

(3) The Consultant's obligations to indemnify, defend and hold harmless the District shall survive termination of this Agreement.

10. Insurance.

A. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company authorized to do business in the State of California and approved by the District the following insurance:

(1) a policy or policies of broad-form comprehensive general liability insurance written on an occurrence basis with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) automotive liability insurance written on an occurrence basis covering all owned, non-owned and hired automobiles, with minimum combined single limits coverage of \$1,000,000.00; and

(3) Worker's Compensation insurance when required by law, with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater.

B. The District, its officers, employees, agents, and volunteers shall be named as additional insureds on the policies as to comprehensive general liability, property damage, and automotive liability. The policies as to comprehensive general liability, property damage, and

automobile liability shall provide that they are primary, and that any insurance maintained by the District shall be excess insurance only.

C. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving District at least ten (10) days prior written notice thereof. Consultant agrees that it will not cancel, reduce or otherwise modify the insurance coverage and in the event of any of the same by the insurer to immediately notify the District.

D. All policies of insurance shall cover the obligations of Consultant pursuant to the terms of this Agreement and shall be issued by an insurance company which is authorized to do business in the State of California or which is approved in writing by the District; and shall be placed have a current A.M. Best's rating of no less than A-, VII.

E. Consultant shall submit to District (1) insurance certificates indicating compliance with the minimum insurance requirements above, and (2) insurance policy endorsements or a copy of the insurance policy evidencing the additional insured requirements in this Agreement, in a form acceptable to the District.

F. Reserved.

G. Reserved.

H. Failure to Maintain Insurance. If Consultant fails to keep the insurance required under this Agreement in full force and effect, District may take out the necessary insurance and any premiums paid, plus 10% administrative overhead, shall be paid by Consultant, which amounts may be deducted from any payments due Consultant.

I. Consultant shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the District for review and approval. All insurance for subcontractors shall be subject to all of the requirements stated herein.

11. Confidentiality. Consultant in the course of its duties may have access to confidential data of District, private individuals, or employees of the District. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by District. District shall grant such authorization if disclosure is required by law. All District data shall be returned to District upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant prepares reports of a proprietary nature specifically for and in connection with certain projects, the District shall not, except with Consultant's prior written consent, use the same for other unrelated projects.

12. Ownership of Materials. Except as specifically provided in this Agreement, all materials provided by Consultant in the performance of this Agreement shall be and remain the property of District without restriction or limitation upon its use or dissemination by District. Consultant may, however, make and retain such copies of said documents and materials as Consultant may desire.

13. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Consultant and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. The District and any of their authorized representatives shall have access to and the right to audit and reproduce any of Consultant's records regarding the services provided under this Agreement. Consultant shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Consultant agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from the District, and copies thereof shall be furnished if requested.

14. Conflict of Interest.

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of hardware or software to District as a result of the performance of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

15. Termination. The District may terminate this Agreement with or without cause upon fifteen (15) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following delivery of the notice. In the event of such termination, District agrees to pay Consultant for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, unless the notice provides otherwise, except those services reasonably necessary to effectuate the termination. The District shall be not liable for any claim of lost profits.

16. Personnel/Designated Person. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services

17. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of District relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

18. Time of Completion. Consultant agrees to commence the work provided for in this Agreement within (5) days of being notified by the District to proceed and to diligently prosecute completion of the work within 180 calendar days from such date or as may otherwise be agreed to by and between the Project Manager and the Consultant.

19. Time Is of the Essence. Time is of the essence in this Agreement. Consultant shall do all things necessary and incidental to the prosecution of Consultant's work.

20. Reserved.

21. Delays and Extensions of Time. Consultant's sole remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay, Consultant must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of District. Any extensions granted shall be limited to the length of the delay outside Consultant's control. If Consultant believes that delays caused by the District will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost within 10 days of the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement. In no event shall the Consultant be entitled to any claim for lost profits due to any delay, whether caused by the District or due to some other cause.

22. Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of District, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

23. Compliance with Laws. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

24. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by District of any payment to Consultant constitute or be construed as a waiver by District of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by District shall in no way impair or prejudice any right or remedy available to District with regard to such breach or default.

25. Reserved.

26. Reserved.

27. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during regular business hours or by facsimile before or during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

"CONSULTANT"

"DISTRICT"

SCI Consulting Group
4745 Mangels Blvd.
Fairfield, CA 94534
Attn.: Blair Aas
Phone: 707-430-4301 ext. 113
E-Mail: blair.aas@sci-cg.com

Placentia Library District
411 E. Chapman Avenue
Placentia, CA 92870
Attn.: Jeanette Contreras
Phone: 714-528-1925 ext. 202
E-mail: jcontreras@placentialibrary.org

28. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California. The venue for any action brought under this Agreement shall be in Los Angeles County.

29. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

30. Entire Agreement. This Agreement, and any other documents incorporated herein by reference, represent the entire and integrated agreement between Consultant and District. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the District will only be valid if signed by a person duly authorized to do so under the District's Purchasing Ordinance.

IN WITNESS of this Agreement, the parties have executed this Agreement as of the date first written above.

"Consultant"
SCI Consulting Group

"District"
Placentia Library District

By: _____
Printed Name: _____
Title: _____

By: _____
Jeanette Contreras, Library Director

[Signatures continued on next page]

By: _____
Printed Name: _____
Title: _____

Approved as to form:

By: _____
David DeBerry, District General Counsel

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Discuss AB361 and Virtual Meeting Attendance for Trustees.

DATE: January 24, 2022

BACKGROUND

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which rescinded his prior Executive Order N-29-20 and set a date of October 1, 2021, for public agencies to transition back to conducting public meetings held in full compliance with the Ralph M. Brown Act (Brown Act). Because of the ongoing COVID-19 pandemic and recent Delta surge, the California Legislature enacted Assembly Bill 361 (AB361), which until January 1, 2024, will allow government agencies to continue to meet remotely during proclaimed states of emergency and state or local officials have imposed or recommended measures to promote social distancing under modified Brown Act requirements.

DISCUSSION

AB361 requires agencies to follow the steps below, in addition to giving notice of the meeting and posting agendas required under the Brown Act.

- Allow the public to access the meeting and require that the agenda provide an opportunity for the public to directly address the Library Board of Trustees.
- District must provide notice of the remote meetings and in the posted agenda, give notice as to how the public can access the meeting and provide public comment.
- Each remote location must be specifically identified in the meeting notice and agenda of the meeting, including a full address.
- Agendas must be posted at each remote location, even if a hotel room or a residence.
- Each remote location, including a hotel room or residence, must be accessible to the public and have technology, such as a speakerphone, to enable the public to participate.
- Identify and include on the agenda an opportunity for all persons to attend via a call-in or an internet-based service option. The District does not need to provide a physical location for the public to attend or provide comments.
- Conduct meetings in a manner that protects the statutory and constitutional rights of the public.
- Stop the meeting until public access is restored in the event of a service disruption that prevents the District from broadcasting the meeting to the public using the call-in or internet-based service option, or a disruption which is within the District's control and prevents the public from submitting public comments the call-in option or internet-based service option. (Actions taken during such a service disruption can be challenged under the Brown Act's existing challenge provisions).
- Not require comments be submitted in advance (Board may provide that as an option) and provide the opportunity to comment in real time. There is no requirement that written comments be read, but they should be forwarded to the Board and noted in the minutes.
- If using a third-party website or platform to host the remote meeting, and the third-party service requires users to register to participate, the District must provide adequate time during comment period for users to register and may not close the registration comment period until the comment period has elapsed.

The Library Board have been conducting both remote only and hybrid meetings throughout the pandemic, in accordance with the Brown Act and the Governor's orders. Currently, the Library Board meets in person with remote accessibility for the public to participate and provide comments to the Library Board.

At the December 20, 2021 Library Board of Trustees meeting, Trustee Shioura requested clarifications on permissibility of virtual attendance for trustees. AB361 provides the ability to attend meetings remotely. The Board can discuss the parameters by which virtual attendance is authorized. Board members selecting to attend virtual meetings must adhere to AB361 and post agenda at their remote locate, albeit hotel room or residence, and permit the public to attend at the remote location. Additionally, remote location must have technology, such as a speakerphone, to enable the public to participate and make comments.

RECOMMENDATION

Actions to be determined by the Library Board of Trustees.

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Consider Censure of Trustee Shioura or other appropriate action, as directed by the Library Board of Trustees.

DATE: January 24, 2022

BACKGROUND

The District received a memorandum from President Martin and Trustee Dahl – Request for Censure Hearing for Trustee Hilaire Shioura, dated January 17, 2022.

Pursuant to Policy 4078 – Censure Policy, the Board is to determine the following:

1. Determine whether to move forward with the request to censure Trustee Shioura. If yes,
 - a. Set a date for the censure meeting. Two dates for the Board to consider:
 - i. Special Meeting – February 15, 2022
 - ii. Regular Meeting – Unusual date February 28, 2022If no, the censure request fails.
2. Appoint one or two Trustees to draft a censure resolution for the Board's consideration and have District Counsel review as to format. The draft censure resolution must be provided to all Trustees at least five business days prior to the censure meeting.
3. If further investigation is required, an ad hoc committee of two Trustees, appointed by the Board President, must be established.

At the censure meeting, the resolution is presented to the Board for their consideration. The Trustee who is the subject of the censure shall be given the opportunity, at the censure meeting, to respond, and to provide the Board information and material(s) relevant to the charge(s). Any decision to censure is completed by adoption of a formal resolution, specifying the specific charge(s) and requires a vote of at least three Trustees.

Attachment A – Memorandum from President Martin and Trustee Dahl (pages 137-145)

Attachment B – Policy 4078 – Censure Policy (pages 147-148)

RECOMMENDATION

Actions to be determined by the Library Board of Trustees.



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PLACENTIA LIBRARY DISTRICT
MEMORANDUM

TO: Library Director

FROM: Board President Martin and Trustee Dahl

DATE: January 17, 2022

SUBJECT: Request for Censure Hearing for Trustee Hilaire Shioura

In accordance with Placentia Library District Policy 4078 - Censure Policy, we hereby request a censure hearing for Trustee Hilaire Shioura at the January 24, 2022 Board Meeting. Trustee Shioura was sworn in on December 21, 2020.

It is the Placentia Library District's (PLD) expectation its elected officials will consistently behave in an ethical manner, show deference to those who disagree, and encourage public respect, confidence, and trust to all segments of the community served. The District cherishes the freedom of speech as a fundamental right but recognizes this freedom is not absolute and is subject to both legal restrictions and standards of civility.

The specific charges against Trustee Shioura are as follows:

- 1. Lack of familiarity with or understanding of Board policies, and refusal to adhere to policy requirements through continued disruption, interruption, and disorderly conduct. Misrepresentation and derogatory comments regarding the Board's actions and performance and District operations and information. Refusal to support Board actions once passed by a majority Board vote.**

By way of examples:

- Misinformation about "savings" for outsourcing library as noted by a Nextdoor post dated April 17, 2021 – Trustee Shioura stated a savings of \$100,000 in one post and \$400,000 in another.
- "With LibraryIQ managing our library, we can save millions of Placentia taxpayers dollars.." as noted by a Nextdoor post dated April 17, 2021 – Impossible to save "millions" of dollars given the District's \$3.2M budget for 2020-2021.
- 2018 graph from IMLS without explanation as posted on Nextdoor, dated April 17, 2021.
- "Mr. Shioura, you requesting items on Thursday for an agenda discussed on Monday may not have been enough time for the library to legally handle making

that information accessible. Have you considered that possibility? Why is every issue you have with the library the library's fault?" as noted by a Nextdoor post dated April 17, 2021 by "S.J."

- During vote on Election of Officers at the December 20, 2021 Board meeting – Trustee voted "No due to deceitfulness to the public."
 - Independent actions outside of the board without board knowledge or consent when soliciting for ISDOC nomination for 2nd VP position and contacting LSSI to discuss Library IQ.
 - Reminders of use of personal electronic devices during the May 21, 2021 and August 16, 2021 Board meetings.
 - "That's the United States flag, there's a thing call the first amendment. This is a public meeting. I will protect everybody's rights to have a say, if they're for or against me, it doesn't matter for Trump or for Biden, it doesn't matter. Religions, pro-gay, pro-LGBQ. This is a public library. This is not 1984. And Counsel, I'm shocked and horrified that you would even propose this and go along with this. You and I know about contractual law, you know about first amendment and constitution law. This is not North Korea; this is not the Communist China. For God's sake, we just pledge the allegiance. We owe it to men and women that are dying around the world who's fighting Afghanistan, we deserve our freedom of speech. Let us not take that away from the public. We serve the public as elected officials. First amendment is crucial. This is a thin veil of censorship." Comments made by Trustee Shioura during the Information on the Censure Procedure of an Elected Official and Discussion of a Proposed Policy discussion agenda item #28 at the August 16, 2021, Board meeting.
 - Spoke about Library IQ and social workers during the Discussion of Teen Library Programming agenda item #31 at the August 16, 2021 Board meeting. Trustee Shioura was reminded by President Martin that the Board has moved on from those matters.
 - During Agenda Development agenda item #34 at the August 16, 2021 Board meeting– Trustee Shioura repeatedly questioned why agenda items must be given to District in 14 days. Despite approved policy and answers by other board members, Trustee Shioura asked why agenda items can't be given in 48 hours or 72 hours?
 - During Discussion of Policy 4078 Censure Policy agenda item #28 at the September 20, 2021 Board meeting, Trustee made the following statements:
 - o "Second. My email all of a sudden stopped working in this censorship protocol into debate – that's interesting. Hmm...why am I being censored without being passed?" I cannot send or receive my official emails from the library because I'm pro-life, because I have conservative values. What the heck! It's really concerning." Trustee Shioura did not inform District personnel of his email problems. After several attempts to reach Trustee Shioura through his personal emails, they were undeliverable. IT Consultant explained email problem was on Trustee Shioura's end, not the District.
- a. Violation of Policy 4010.1.7 – Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, but without being disagreeable. Once the Board of Trustees takes action, Trustees should commit to supporting said action and not to create barriers to the implementation of said action.
- b. Violation of Policy 4050.2 – Trustees will at all times conduct themselves with courtesy to each other, to staff, and to members of the audience present at Board meetings.

- c. Violation of Policy 4050.3 – Trustees will defer to the chairperson for conduct of meetings of the Board, but will be free to question and discuss items on the agenda.
 - d. Violation of Policy 4077.3 – After a policy or regulation has been adopted by a majority vote of the Board, it should receive the unanimous support of all Trustees. All comments should be brief and confined to the matter being discussed by the Board.
 - e. Violation of Policy 5030.5 Willful disruption of any of the meetings of the Board of Trustees will not be permitted.
 - f. Violation of Policy 5070.5 – Decorum
 - g. Violation of Policy 5070.6 – Use of E-Communication at Public Meetings
- 2. Consistently fails to sufficiently prepare for the Board meetings, is not able to interpret Board reports or budgets. In violation of the Brown Act, repeatedly interjects items into the discussion that are not on the agenda.**

By way of examples:

- Noted by a resident, John Sparks, on the Nextdoor post, dated April 17, 2021. "It was evident from the beginning that he (Trustee Shioura) had not read the agenda prior to the meeting and had no clue what was going on;" "Now you are just trying to peddle Fear, Uncertainty, and Doubt...You are either being disingenuous, or you don't know what a special district is and what your role on the board of trustees is."
- Speaking on business matters that have are not on the agenda and out of order as noted at the:
 - o February 16, 2021 Board meeting during the Strategic Planning agenda item #25 – Trustee started discussing ultraviolet machines and social workers for school libraries.
 - o March 15, 2021 Board meeting during his Trustee Report agenda item #6 – Trustee began to talk about library assessment/Library IQ, paid in-person tutoring, Escondido library, Placentia Library Friends Foundation fundraiser and fund allocation process, website timeline, streaming services for virtual meetings (Trustee Shioura mentioned facebook.com and workplace.com). Those items were not on the March 15, 2021 meeting agenda.
 - o Discussing Library IQ during the Trustee report agenda item #6 and counsel memorandum during discussions of agenda items #9-22, comparing member of Congress salary to Library Director's during adoption of Resolution 21-02 agenda item #23 at the April 19, 2021 Board meeting. Memorandum was not on the agenda.
 - o Discussing public access to emails during the Streaming services agenda item #29 at the April 19, 2021 Board meeting. Trustee Shioura brought up emails twice during the meeting, despite Counsel's offer to discuss the matter offline. Subject of email was not on the agenda.
 - o Trustee Shioura had no questions to ultraviolet use agenda item #28 at the April 19, 2021 Board meeting despite his request to discuss the subject. Access to the COVID Re-Opening Plan (CRP) was given to all board members – in the plan was quarantine procedure outlined for handling of materials. Trustee Shioura expressed safety concerns

without providing facts and data regarding the District's CRP procedure and its effectiveness. As to date, the District has not received complaints from the public regarding the quarantine period of library materials or known cases of virus associated with items borrowed by patrons or contacts with browsing collection.

- o Trustee Shioura began to ask questions about 3D printers and asked why the District do not provide them during his Trustee report agenda item #6 at the May 17, 2021 Board meeting. Item was not on the agenda. Question was raised during staff one-on-one meetings with staff and new board members (Trustee Dahl & Trustee Shioura) on April 21, 2021 when both trustees met with Library Assistant, Shellie McCurdy.
- o Discussed privatization at the May 17, 2021 Board meeting, despite a lack of a second motion for discussion and after board voted.
- o Brought up hiring of social worker during his Trustee report agenda item #6 at the August 16, 2021 Board meeting. The item was not on the agenda.

a. Violation of Policy 4050.1 – Trustees will thoroughly prepare themselves to discuss agenda items at meetings of the Board of Trustees. Information may be requested from staff or exchanged between Trustees before meetings.

b. Violation of Policy 4077.11 – All meetings of the board will be conducted under the laws pertaining to the Brown Act (Government Code 54950 – 54961).

3. Failure to participate in a collaborative manner. His nearly 100% 'no' voting record without justification, reasoning, substance, information, and objectivity for his votes on all items demonstrates his inability to work cohesively with the Board and is counterproductive to carrying out his governing duties for the betterment of the Placentia community.

By way of examples:

- "Since I've been misled in the beginning, no" – voting on Phase 2 Reopening, agenda item #30 at the April 19, 2021 Board meeting
- "Because of incorrect information, I vote no." This is in referenced to the email discussion agenda item #26. Trustee Shioura questioned Library Director's statement regarding lack of response for emails sent to him.
- "No. We're right next door to the Police Department, the safest place to be." Voting comment on discussion of Policy 5070 Rules of Order for Board and Committee Meetings agenda item #27 at the May 17, 2021 Board meeting.
- "No. Make America great again and protect our first amendment! Thank you!" Voting comment on Policy 2275 Social Media agenda item #29 at the August 16, 2021 Board meeting.
- "He's a City Councilmember with a conflict of interest at \$65 per hour, I vote no! Thank you." Voting comment on Conference Authorization for IT Consultant to Attend the Virtual Internet Librarian Conference, October 26-28, 2021 agenda item #29 at the September 20, 2021 Board meeting.
- "No. This is a way to censor a trustee who speaks out. No. I vote no." Voting comment on Training Authorization for Board Members with David Aranda agenda item #31 at the September 20, 2021 Board meeting.
- "No due to deceitfulness to the public." Voting comment on Elections of Officers agenda item #24 at the December 20, 2021 Board meeting.

- "No due to lack of Omicron safety." Voting comment on Resolution 21-08 Board Meeting Dates agenda item #26 at the December 20, 2021 Board meeting.
- Trustee voted no on the following board agenda items:
 - i. February 16, 2021 Board meeting – 50% NO vote on actionable New Business Items as below.
 - 1. Item 27 – Nomination for ISDOC Executive Committee 2nd Vice President Vacancy
 - ii. March 15, 2021 – 43% NO vote on actionable New Business Items as below (Items 26-28).
 - 1. Item 26 - Review of the Independent Districts of Orange County (ISDOC) Appointments.
 - 2. Item 27 - California Special District Association (CSDA) Board of Directors Call for Nominations for Seat A.
 - 3. Item 28 - Presentation of Recommended Strategic Plan by the Ad Hoc Strategic Planning Committee.
 - iii. April 19, 2021 Board Meeting – 100% NO vote on actionable New Business & Public Hearing Items as below (Items 23-32)
 - 1. Item 3 – Adoption of Agenda
 - 2. Items 9-22 – Consent Calendar and Board Minutes
 - 3. Item 23 - Public Hearing for the 2021-2023 Fiscal Year Budget & Adoption of Resolution 21-02: A Resolution of the Board of Trustees of the Placentia Library District of Orange County to Adopt the 2021-2023 Fiscal Year Budget for the Placentia Library District of Orange County.
 - 4. Item 24 - Establish the Holiday and Library Closure Schedule for the 2021-2023 Fiscal Year and Adopt by Resolution 21-03.
 - 5. Item 25 - Adoption of Resolution 21-04: A Resolution of the Board of Trustees of the Placentia Library District of Orange County to Adopt the Fee Schedule for the 2021-2023 Fiscal Year for the Placentia Library District of Orange County.
 - 6. Item 26 - Adoption of Resolution 21-05: A Resolution of the Library Board of Trustees of the Placentia Library District of Orange County to Establish the Appropriations Limitation for the 2019-2020 Fiscal Year.
 - 7. Item 27 - Adoption of Resolution 21-06: A Resolution of the Library Board of Trustees of the Placentia Library District of Orange County to Establish the Appropriations Limitation for the 2020-2021 Fiscal Year.
 - 8. Item 28 - Discussion of the Use of Ultraviolet Light Disinfection for Library Materials.
 - 9. Item 29 - Discussion of Streaming Services for Public Meetings.
 - 10. Item 30 - Presentation and Discussion of Collection Management Services.
 - 11. Item 31 - Review Phase 2 Re-Opening Plans and Discuss Preparations for Phase 3 Re-Opening.
 - 12. Item 32 - Discussion of Public Engagement Approaches
 - iv. May 17, 2021 Board Meeting – 86% NO vote on actionable New Business Items as below (Items 25-29 & 31)

1. Item 25 - Privatization of Library Services and Assessment of Library Systems & Services (LS&S).
 2. Item 26 - Public Records Request and District Emails as Open Source.
 3. Item 27 - Authorization of an Amendment to Policy 5070 – Rules of Order for Board and Committee Meetings.
 4. Item 28 - Authorization of an Amendment to Policy 5020 – Board Meeting Agenda.
 5. Item 29 - Authorization of an Amendment to Policy 2020 – Vacations.
 6. Item 31- Authorization of Reclassification and Amendments to Policy 2309 – Job Description – Administrative Assistant.
- v. June 21, 2021 Board Meeting – 100% NO vote on actionable New Business Items as below (Items 24-33).
1. Item 3 – Adoption of Agenda
 2. Items 9-22 – Consent Calendar & Board Minutes
 3. Item 24 - Discuss and Review Financial Audit I.T. Security Recommendations.
 4. Item 25 - Award Contract to Clifton Larson Allen LLP to Perform the Financial Audit, Management Letter, Financial Transactions Report and Supplement to the Annual Report, and Preparation of the GANN Limit Review Report for the 2020-2021 Fiscal Year.
 5. Item 26 - Adoption of Resolution 21-07: A Resolution of the Board of Trustees of the Placentia Library District of Orange County to Establish the Appropriations Limitation for the 2021-2022 Fiscal Year.
 6. Item 27 - Conference Authorization for Trustees and the Assistant Library Director to Attend the California Special District Association (CSDA) Annual Conference in Monterey, California, August 30 – September 2, 2021.
 7. Item 28 - California Special Districts Association Call for Nominations - Seat A.
 8. Item 30 - Authorize Allocation of Funds for SMS Texting Upgrade Expense.
 9. Item 31 - Adoption of Policy 2011 – Flexible Work Schedule Policy.
 10. Item 32 - Library Board of Trustees July 19, 2021 Meeting.
 11. Item 33 - 2021 Staff Appreciation and Recognition Fund Request.
- vi. August 16, 2021 Board Meeting – 100% NO vote on actionable New Business Items as below (Items 25-31)
1. Item 3 – Adoption of Agenda
 2. Items 9-22 – Consent Calendar & Board Minutes
 3. Item 25 - Approve Contract for an Interim IT Consultant.
 4. Item 26 - Review of Library Impact Fee.
 5. Item 27 - Trademark of Placentia Library.
 6. Item 28 - Information on the Censure Procedure of an Elected Official and Discussion of a Proposed Policy.
 7. Item 29 - Review of Policy 2275 - Social Media Policy.

8. Item 30 - Conference Authorization for Trustees and Library Staff to Attend the United for Libraries Virtual 2021 Conference, August 17-19, 2021.
 9. Item 31 - Discussion of Teen Library Programming.
- vii. September 20, 2021 Board Meeting – 67% NO vote on actionable New Business Items as below (Items 27-29 & 31)
1. Items 9-22 – Consent Calendar & Board Minutes
 2. Item 27 - Report on IT Projects and Status by Jeremy Yamaguchi, IT Consultant.
 3. Item 28 - Adoption of Policy 4078 – Censure Policy.
 4. Item 29 - Conference Authorization for IT Consultant to Attend the Virtual Internet Librarian Conference, October 26-28, 2021.
 5. Item 31 - Training Authorization for Board Members with David Aranda.
- viii. December 20, 2021 Board Meeting – 100% NO vote on actionable New Business Items as below (Items 24-26).
1. Item 3 – Adoption of Agenda
 2. Items 9-22 – Consent Calendar & Board Minutes
 3. Item 24 - Election of Officers.
 4. Item 25 - Appointment of Library Board Representatives for 2022 by the Board President
 5. Item 26 - Adopt Resolution 21-08: A Resolution of the Board of Trustees of the Placentia Library District of Orange County to Establish the Board of Trustees Regular Meeting Dates for Calendar Year 2022.

Trustee Shioura was absent for the October 18, 2021 and November 15, 2021 Board meetings.

- b. Violation of Policy 4010.1.2 – Responsiveness and attentive listening.
 - c. Violation of Policy 4010.2 – The work of the District is a team effort. All individuals should work together in the collaborative process, assisting each other in conducting the affairs of the District.
4. **Continued utilization of the placentialibrary.com website for personal use, with no disclaimer, misrepresenting that Trustee Shioura is acting in an official capacity. Trustee Shioura failed to deactivate the placentialibrary.com website, despite being asked by President Martin.**

By way of examples:

- Nextdoor post on April 3, 2021, citing his personal blog, librarytrustee.com regarding public library outsourcing.
- Comment made by Trustee Shioura on the Library Journal website, posted February 19, 2021 – “As an elected library trustee, I am committed to formulating impartial, factual, and realistic library goals. Library IQ is a must for me to try out, test, and learn from to adequately serve our constituents, you the taxpayers. Anything that can help library trustees, library staff, and library patrons remain well-informed of what is occurring in our libraries is a must-have

tool for many libraries nowadays. Library IQ just might be the jumpstart we need to genuinely modernize our librarianship skill-sets.”

- “My website placentialibrary.com proves that our technology is outdated.” Trustee Shioura made this comment during the Trademark discussion agenda item #27 during the August 16, 2021 Board meeting.

a. Violation of Policy 4070.2 – Trustees do not represent any fractional segment of the community, but are, rather, a part of the body that represents and acts for the community as a whole.

5. Failure to know the community and District operations

By way of examples:

- Nextdoor post dated April 17, 2021, as noted by Mary Sampson, “Shioura is trying to get his foot in the door of Placentia politics, starting with the library board. Next, it will probably be city council.”
- Nextdoor post dated April 17, 2021, as noted by Mark U., “Mr. Shioura claims that the Placentia Fire Department is newly outsourced, to bolster his argument that the library would benefit from outsourcing as well. The opposite is true: The city formed it’s own department last year after being outsourced to the OCFA.” and “Also you keep changing how much “savings,” a privatization move might “save.” Is it \$400k or \$100k? Again, how do you come up with those figures, and if those are estimates, why does the library district have to pay for a \$40k audit? You need to bring specific details or nobody will take you seriously.”
- Nextdoor post dated April 17, 2021 by Trustee Shioura. “...just like our new and outsourced Placentia Fire Department”
- “Fuji wants to outsource the Placentia Library and with that would come many changes besides streaming. Read between the lines and the personal blog that Fuji wrote.” a post on Nextdoor dated April 3, 2021 by Barbara Grattan.
- Providing a link about the City’s embezzlement on Nextdoor post, dated April 19, 2021. The District is independent of the City and therefore, the City’s embezzlement has no relevancy to the District’s operations. The District is not tied to the City’s general fund.
- “I saw a NextDoor post from him a few weeks ago pushing this same agenda and at that time I wondered what his true motives were. In that previous post he seemed totally disconnected from Placentia.” a post on the Placentia Buzz dated April 26, 2021 by Sandy Rogers.
- “What’s he talking about regarding involving the DA’s office? That’s a prosecutorial body. They have no interest in or jurisdiction over whether a library gets outsourced. The library is an independent special district governed not by the city but by the Library Board.” a post on the Placentia Buzz dated April 26, 2021 by Corinne Loomis.
- May 17, 2021, Library Board meeting – Trustee Shioura cited the City’s “ambulance is privatized” as savings. The City ended their contract with the County of Orange and brought Fire and ambulance services back in the City’s operations – opposite of privatization. Demonstrates lack of understanding of District operations.
- Comparing the District with school libraries at the February 16, 2021, Board meeting during the Strategic Planning Discussion (Agenda Item 25).

a. Violation of Policy 4017.2.1 – Understanding of cultural, social and economic conditions in the community.

b. Violation of Policy 4017.2.3 – Ability to help make the Library appreciated and respected in the community.

- 6. Absences at Board meetings and lack of participation and attendance at community and library events. Trustee Shioura has missed two consecutive board meetings in October and November 2021 without providing a reason for his absences. He has not attended any community and library events and functions since his appointment in December 2020.**

By way of examples:

- Trustee Shioura did not provide reasons for his absences for the October 18, 2021, and November 15, 2021 Board meetings. Additionally, Trustee Shioura did not notify the District of his absence for the November 15, 2021, Board meeting.

a. Violation of Policy 4020.1 – Members of the Board of Trustees will attend all regular and special meetings of the Board unless there is good cause for absence.

b. Violation of Policy 4077.1 – Each Trustee should attend Library Board meetings regularly and carry his/her full share of responsibility (Government Code 1770).

These repeated actions over the last 12 months have resulted in Trustee Shioura not conducting himself in a respectful and professional manner consistent with the duties of the office to which he was appointed. The above examples are in no way inclusive of all the conduct engaged in by Trustee Shioura that have violated District policies. In more detail, list of conduct which violated District policies will be provided if the Board determines to take the next step in the censure process.



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Placentia Library District

POLICY MANUAL

POLICY TITLE: Censure Policy

POLICY NUMBER: 4078

4078.1 Summary

The Placentia Library District is committed to acting in the best interests of its patrons and community in the District. The Library Board of Trustees of the Placentia Library District of Orange County has a strong commitment to ethics. This commitment is reflected in the District's Policy 4010 - Code of Ethics and 5070 – Rules of Order for Board and Committee Meetings which the Board has adopted to ensure the orderly and efficient conduct of the District's business. To maximize Board effectiveness and public confidence in District governance, Trustees are expected to govern responsibly and hold themselves to the standards of ethical and professional conduct as established by Board policy and applicable laws and regulations. Compliance with the Code of Ethics Policy while expected, is voluntary. There are occasions in which significant and/or repetitive violations of law, regulations or Board policies occur and impair the conduct of the District's business or are otherwise detrimental to the District's mission. Such occasions may require an affirmative response by the Trustees expressing their disapproval of such conduct. This Censure Policy is a guide to the procedures for the Board to undertake when considering a censure.

4078.2 Definition

Censure is a formal Resolution of the Board reprimanding one of its own Trustees for specified conduct, generally a violation of law, regulation, District policy or conduct otherwise detrimental to the District's mission. This Policy is intended to provide the mechanism by which the Board, acting as a majority, can censure a Trustee for such conduct. Censure by nature is not disciplinary, but rather a formal statement by the Board of its displeasure with a Trustee's conduct it views as significantly detrimental to the District's mission.

4078.3 Procedure

If a Trustee violates a law, regulation, District policy or engages in conduct that the Board believes may be detrimental to the District's mission, he or she may be subject to censure pursuant to the procedures of this Policy. In the event the Board desires to consider a censure, the following constitutes a procedural guide for the Board to follow; provided that failure to follow this Policy shall not in and of itself, render invalid any censure action taken by the Board.

4078.3.1 To initiate the censure process, a request for a censure hearing must be submitted to the Library Director in writing by two Trustees or a majority of the Board may direct the initiation of the censure process at a noticed meeting of the Board by way of consensus of the Board majority. The request must contain the specific charge(s) on which the proposed censure is based and the written material(s), if any, which form the basis for the charge(s).

4078.3.2 Any written copy of the request for censure and the charge(s) shall be sent by the Library Director's office to all Trustees at least five (5) business days prior to the Board meeting at which the censure will be considered. The request and charge(s) shall be agendaized in accordance with the Brown Act at a regular or special meeting of the Board.

4078.3.3 At the first meeting at which the censure request is agendized, the Board shall determine that either:

- a. Further investigation of the charges is required;
- b. To set the matter for the next regular meeting or at a special meeting that is no less than 15 calendar days following the first meeting at which the censure request was agendized and direct one or two of the Trustees to draft a censure resolution for consideration at the meeting which the Board sets to consider the censure resolution;
- c. No further action is to be taken at this time; and/or
- d. Such other action as determined by the Board.

4078.3.4 Further investigation, if required, shall be done by an ad hoc Committee of two Trustees appointed by the Board President. If the Board President is the subject of the censure, the Committee shall be formed by the Board Secretary.

4078.3.5 The draft censure resolution shall be provided to all Trustees at least five business days prior to the meeting at which the censure resolution will be considered. It is recommended that the draft censure resolution be reviewed by General Counsel prior to submission to the Trustees.

4078.3.6 At the meeting at which the Board considers adoption of the censure resolution, the Trustee who is the subject of the censure shall be given the opportunity to respond and to provide the Board information and material(s) relevant to the charge(s). The proponents of the censure request may respond to the presentation and any Trustee may address the Board concerning the censure. The public shall be allowed to comment on the proposed censure in the same manner as they are allowed on other matters before the Board. If the Board President is the subject of the censure, the Secretary shall chair the meeting.

4078.3.7 Any decision to censure shall be accomplished by way of a formal resolution which identifies the specific charge(s) and the basis of those charges. Such resolution requires a vote of at least three Trustees.