



AGENDA

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

CLOSED SESSION

September 20, 2021

5:45 p.m.








History Room

Mission Statement:

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

The Centennial Vision Statement:

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

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

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

***REPORTS AND DOCUMENTATION:** Reports and documentation relating to Agenda items are on file in the Administrative Office and the Reference Department of Placentia Library District, and are available for public inspection. A copy of the Agenda packet will be available for use during the Board Meetings. Any person having any question concerning any Agenda item may call the Library Director at 714-528-1925, Extension 203.*

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

CLOSED SESSION

4. Closed Session to Discuss Personnel Matters, Library Director's Annual Performance Objectives and Other Personnel Matters

Pursuant to California Government Code Section 54957 a closed session can be held to discuss a personnel matter.

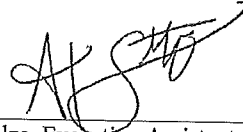
Presentation: Library Board President will report on the Closed Session
Recommendation: Action to be determined by the Library Board of Trustees

ADJOURNMENT

5. Review of Action Items.
No action or discussion shall be taken on any item not appearing on the posted Agenda, unless authorized by law.
6. Adjourn

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

I, Alyssa Stolze, Executive Assistant of the Placentia Library District, hereby certify that the Agenda for the September 20, 2021 Closed Session Meeting of the Library Board of Trustees of the Placentia Library District was posted on September 16, 2021.



Alyssa Stolze, Executive Assistant



AGENDA
PLACENTIA LIBRARY DISTRICT
BOARD OF TRUSTEES
REGULAR DATE MEETING

September 20, 2021

6:30 p.m.

Community Meeting Room

411 E. Chapman Avenue

Call-in Number: (669) 900-6833

Meeting ID: 850 1206 7452








Password: 046086

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PLEDGE OF ALLEGIANCE Library Board President

CALL TO ORDER

1. Call to Order Library Board President

2. Roll Call Recorder

3. Adoption of Agenda

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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 August 16, 2021 Library Board of Trustees Regular Date Meeting. (Receive & File and Approve)

CASH FLOW ANALYSIS (Items 10 – 11)

10. Check Register for August 2021. (Receive & File and Approve)

11. FY2020-2021 Cash Flow Analysis through August 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 – 15)

12. Financial Reports for August 2021 for Placentia Library District Accounts on Deposit with the Orange County Treasurer. (Receive & File)

13. Balance Sheet for August 2021. (Receive & File)

14. Acquisitions Report for August 2021. (Receive & File)

15. Entrepreneurial Activities Report for August 2021. (Receive & File)

GENERAL CONSENT REPORTS (Items 16 – 18)

16. Personnel Report for August 2021. (Receive, File, and Ratify Appointments)

17. Circulation Report for August 2021. (Receive & File)

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

STAFF REPORTS (Items 19 – 22)

19. Administration Report for August 2021.

20. Children's Services Report for August 2021.

21. Adult Services Report for August 2021.
22. Placentia Library Web Site & Technology Report for August 2021.

CLOSED SESSION

23. Board President Martin will report out on the Closed Session.

PRESENTATION

24. President Martin will present the 2021 Employee of the Year Award to Shellie McCurdy, Library Assistant.

NEW BUSINESS

25. Legislative Updates from Mr. Kyle Packham, California Special District Association's Advocacy and Public Affairs Director
26. Information on the Placentia Round Table Women's Club from Mary Kay McMahon, Club President.
27. Report on IT Projects and Status by Jeremy Yamaguchi, IT Consultant.
28. Adoption of Policy 4078 – Censure Policy.
29. Conference Authorization for IT Consultant to Attend the Virtual Internet Librarian Conference, October 26-28, 2021.
30. Attendance Authorization to the Orange County Council of Government General Assembly on November 17, 2021.
31. Training Authorization for Board Members with David Miranda.
32. Information on Civic Center Courtyard Trellis Replacement Project.
33. Report: Joint-Use Committee Meeting by President Martin.
34. Introduction of Teen Program Ad Hoc Committee (TPAC) Members.

AGENDA DEVELOPMENT

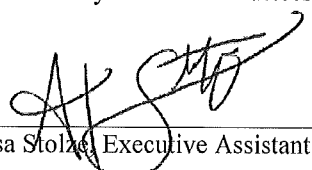
35. Agenda Preparation for the October Date Meeting which will be held on October 18, 2021 unless re-scheduled by the Library Board of Trustees.

ADJOURNMENT

36. The Library Board of Trustees will adjourn the September 20, 2021 meeting.

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

I, Alyssa Stolze, Executive Assistant of the Placentia Library District, hereby certify that the Agenda for the September 20, 2021 Regular Date Meeting of the Library Board of Trustees of the Placentia Library District was posted on September 16, 2021.



Alyssa Stolze, Executive Assistant



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PLACENTIA LIBRARY DISTRICT

REGULAR DATE MEETING OF THE BOARD OF TRUSTEES

AUGUST 16, 2021

CALL TO ORDER

President Martin called the Regular Date Meeting of the Placentia Library District (PLD) Board of Trustees to order on August 16th, 2021 at 6:32 p.m.

Members Present: President Jo-Anne Martin, Secretary Gayle Carline, Trustee Sherri Dahl, Trustee Hilaire Shioura, Trustee Al Shkoler.

Members Absent: None.

Staff Present: Jeanette Contreras, Library Director; Yesenia Baltierra, Assistant Library Director; Fernando Maldonado, Business Manager; Alyssa Stolze, Administrative Assistant; Jon Legree, Systems Librarian; Sabrina Rosengren, Library Assistant.

Counsel Present: David DeBerry, Woodruff, Spradlin & Smart.

Guests: Laura De Leon, Library Clerk; Sally Federman, Library Assistant; Megan Tolman, Librarian; Estella Wnek, Circulation Supervisor; Shari Hawkins, Theresa Kintz, Placentia Resident; Phil Kintz, Placentia Resident; Thea Calhoun, Sheila Jordan, Placentia Resident; Ward Smith, Councilmember; (657) 217-1223, Placentia Resident.

ADOPTION OF AGENDA

It was motioned by President Martin to adopt the agenda as presented. It was moved by Secretary Carline and seconded by Trustee Dahl to adopt the agenda (Item 3). Trustee Shkoler entered the meeting at 6:36 p.m.

AYES: Martin, Carline, Dahl

NOES: Shioura

ABSENT: Shkoler (arrived late)

ORAL COMMUNICATION

None (Item 4).

BOARD PRESIDENT REPORT

President Martin attended the Financial Partner’s Credit Union Meeting, Joint Use Meeting, Employee of the Year selection meeting, and the Staff Appreciation Event. President Martin also volunteered at the PLFF Blowout Sale, Charity’s Closet, and continues to meet with her Literacy Learner.

TRUSTEE & ORGANIZATIONAL REPORTS

Secretary Carline attended the Joint Use Committee Meeting, a LAFCO meeting, Employee of the Year selection meeting, and the Staff Appreciation Event.

Trustee Dahl attended the PLFF Board Meeting, Placentia Round Table Women’s Club meeting, the Orange County Council of Governments Meeting, and the Staff Appreciation Event. Additionally, Trustee Dahl volunteered at the District’s Lunch at the Library program and with soup packing for the Placentia Round Table Women’s

Club. The Placentia Round Table Women’s Club President will present at the September Library Board of Trustees Meeting.

Trustee Shioura spoke with Placentia residents regarding the ALLY Teen Program.

Trustee Shkoler attended the Staff Appreciation Event.

**LIBRARY DIRECTOR
REPORT**

Library Director Contreras reported on her activities with the Library Director’s Forum, Public Record Requests, staff evaluations, and how the Summer Reading Program surpassed its goals. Library Director Contreras also attended the Joint Use Committee Meeting, Staff Appreciation Event, ISDOC Meeting where Assistant Library Director Baltierra presented, and a retirement event at Santa Ana Library.

**FRIENDS FOUNDATION
REPORT**

Placentia Library Friends Foundation (PLFF) President Naydia Chantarasompoth provided updates on upcoming PLFF Fundraisers, changes in the Second Sunday Sales, and fundraising community partnerships. PLFF President Chantarasompoth also attended the Staff Appreciation Event and plans to present at an upcoming Rotary Meeting.

CONSENT CALENDAR

It was moved by Trustee Shkoler and seconded by Secretary Carline 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 JUNE 21,
2021 REGULAR DATE
MEETING.**

The minutes for the June 21, 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 June & July 2021 (Item 10)
Fund 707 Balance Report for June & July 2021 (Item 11)

Financial Reports through June & July 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)

Balance Sheets for June & July 2021 (Item 13)
Acquisitions Report for June & July 2021 (Item 14)
Service Revenue Report for June & July 2021 (Item 15)

**GENERAL CONSENT
REPORTS
STAFF REPORTS**

Personnel Report for June & July 2021 (Item 16)
Circulation Report for June & July 2021 (Item 17)
Review of Shared Maintenance Costs with the City of Placentia (Item 18)
Administration Report for June & July 2021 (Item 19)
Children’s Services Report June & July 2021 (Item 20)
Adult Services Report for June & July 2021 (Item 21)
Placentia Library Website Technology Report for June & July 2021 (Item 22)

**LITERACY SERVICES
RECOGNITION REPORT
FROM SABRINA
ROSENGREN, LITERACY
COORDINATOR.**

Sabrina Rosengren, Literacy Coordinator, provided a report on the end of fiscal year Literacy Program statistics. The Literacy Recognition event recording is available on the Adults page of the website. No other action was taken.

**GALE ANALYTIC REPORTS
FROM JON LEGREE,
SYSTEMS LIBRARIAN.**

Jon Legree, Systems Librarian, provided a report on the District’s activities from the Gale Analytics database. This was a free service offered by the California State Library to assess library usage dataset with demographic visualizations of the library’s community. Program helps to better analyze household segmentation using existing data through the District’s integrated library system (ILS). The report will be posted on the website and presented on a quarterly basis to the Board.

**APPROVE CONTRACT FOR
AN INTERIM IT
CONSULTANT.**

Library Director Contreras announced that the Systems Librarian, Jon Legree, will be retiring on August 26, 2021. Administration has determined that Mr. Jeremy Yamaguchi has the appropriate skills and experience to provide interim IT services. The interim IT Consultant will ensure that the business of delivering library services, in-person and virtually and implementing library projects will continue uninterrupted while the District reassess and studies long-term solutions to fulfill the District’s IT needs.

Director Contreras clarified that the agreement with Mr. Yamaguchi is structured to commence August 17, 2021 until the District can enter into an agreement with a consultant through the Request for Proposal process. Moreover, the presented hourly rate of the IT Consultant is \$65.00 per hour, with a work week not to exceed 20 hours. The consultant will not receive retirement or medical benefits. The source of funding for the contract is the District’s salaries wages budget line item, from the Systems Librarian position, reallocated to the supplies and services line item – specialized services.

President Martin opened the item for discussion. Trustee Shioura inquired regarding cost and concern about not being consulted with or meeting Mr. Yamaguchi prior to the contract presentation. President Martin clarified it is only a six month contract and requested additional cyber security and increased security monitoring verbiage be included in the agreement. Director Contreras also clarified that per legal counsel, Jeremy Yamaguchi’s position as a City Council Member is not a conflict

of interest and should an item regarding the library be on the City of Placentia Agenda, Mr. Yamaguchi will recuse himself.

After additional discussion, it was then motioned by Secretary Carline to waive the competitive bidding requirement and authorize the Library Director to execute the interim IT Consultant Agreement between the District and Mr. Jeremy Yamaguchi as presented, inclusive of input received from the Library Board of Trustees. A roll call vote was taken:

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

REVIEW OF LIBRARY IMPACT FEE.

Director Contreras presented a brief summary on the Library Impact Fee in 2008, adopted by Resolution No. 08-10 and pursuant to the authority in the Fee Mitigation Act, Government Code §§ 66000, et seq. (the “Act”). 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. In order to increase the current Impact Fee, the District would need to retain a consultant through the Request for Proposal process to prepare a report which established a reasonable relationship between the proposed impact fee and the new development on which it is imposed. The District must identify the improvements the District anticipates would be financed by the increased impact fee.

President Martin opened the item for discussion. Secretary Carline asked for an estimated cost the consultant services. Director Contreras provided an estimate of \$35,000 for consultant services. After additional discussion, it was motioned by Secretary Martin to authorize Library Staff to develop a Request for Proposal for a Nexus Study for the District to be presented to the Library Board of Trustees at a future meeting. A roll call vote was taken:

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

TRADEMARK OF PLACENTIA LIBRARY.

Director Contreras presented that staff is seeking the approval of the Board of Trustees to trademark the name of the Placentia Library District. The District has been looking into the cost and potential of trademarking the name of the Placentia Library District (“District”). The primary purpose of the trademark would be to ensure that persons not authorized to do so, do not use the name in a manner which may misrepresent to the public that they are officially speaking on behalf of the District. Under common law, the District does have some protection against others using its name, but its rights are more limited than they would be if the name was registered with the California Secretary of State. Trademarking Placentia Library District will prevent use of the District’s name by an individual, organization, or company, in association with a product or service similar to the District.

Library Director Contreras also presented that a trademark lawyer, Mr. Jeff Van Hoosear, who in a conversation with District Counsel David DeBerry, generously offered that his firm, Knobbe Martens, a well-known trademark/patent law firm, would register the District's trademark with the State on a pro bono basis. Should the Board wish to move forward with trademarking the District, the District would only be responsible for the cost of the trademark itself, which is \$75 in California and between \$225 - \$600 to register with the U.S. Patent and Trademark Office (USPTO). Trustee Shioura stated that this would be a waste of tax funds.

Trustee Shioura inquired what wording would be included in the trademark. Director Contreras confirmed it would be anything that is "Placentia Library" or "Placentia Library District". Director Contreras also noted that Trustee Shioura's campaign website www.placentialibrary.com has been asked to be taken down for this reason since appointed as a trustee. The request has not been honored.

After additional discussion, it was motioned by Trustee Shkoler and seconded by Trustee Dahl to authorize library staff to pursue trademarking the District's name with Knobbe Martens Law Office. A roll call vote was taken:

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

**INFORMATION ON THE
CENSURE PROCEDURE OF
AN ELECTED OFFICIAL AND
DISCUSSION OF A
PROPOSED POLICY.**

At its meeting on June 21, 2021 the Board of Trustees requested a staff report concerning the procedure for censure. District Counsel, Mr. DeBerry explained that censure is an official expression of disapproval of the conduct of a member of a legislative body. Censures are typically based on and should be based on, conduct that violates established policies, regulations, or laws or otherwise detrimental to the Library District. Mr. DeBerry clarified that a censure cannot, however, reach a point where it disciplines a Trustee in a manner that restricts the exercise of his or her constitutional right to free speech or significantly interferes with the Trustee's ability to perform the duties of office, such as voting on agenda items, asking questions at meetings, or obtaining information necessary to perform the Trustee's duties. Such restrictions may not survive a legal challenge because they may have the effect of impinging on the Trustee's First Amendment rights.

Mr. DeBerry explained a censure is essentially an act of the Board, acting as the legislative body of the District, exercising its own First Amendment rights to express disapproval of the conduct of one of its members. Numerous cases have held that a legislative body merely expressing disapproval of the conduct of one of its members does not violate the First Amendment and presented a first reading of Policy 4078- Censure Policy for the Board's consideration.

President Martin opened the item for discussion. Trustee Shioura stated that the First Amendment rights are crucial as long as a meeting remains peaceful and this policy is an infringement on these rights. District Counsel reiterated the proposed censure policy does not infringe on a board member's first amendment rights. The Board discussed this item in length followed by Secretary Carline making the motion

to approve the proposed Policy 4078 – Censure Policy as a First Reading and present Policy 4078- Censure Policy at the next Board Meeting for final adoption. A roll call vote was taken:

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

REVIEW OF POLICY 2275 - SOCIAL MEDIA POLICY.

Director Contreras provided the background of how the District adopted Policy 2275 – Social Media Policy on November 15, 2010. Since then Governor Newsom signed AB 992 – Open meetings: local agencies: social media, into law, with an effective date of January 1, 2021. AB 992 amendments are in place until January 1, 2026. Director Contreras presented amendments to Policy 2275 – Social Media Policy inclusive of AB 992 verbiage.

President Martin opened the item for discussion. Trustee Shioura voiced concern regarding First Amendment rights. District Counsel, Mr. DeBerry, clarified this is California State Law and provided examples of when a disclaimer would need to be used for social media platforms. District Counsel further explained AB 992 does not prevent a member from engaging in separate conversations or communication, rather it prohibits a majority of the members of a legislative body to use social media to discuss, deliberate, or take action on district business, outside a public meeting, in accordance to the Brown Act. After additional discussion, it was motioned by Trustee Shkoler and seconded by Trustee Dahl to approve amendments to Policy 2275 – Social Media Policy as presented, inclusive of input received from the Library Board of Trustees and District Counsel. A roll call vote was taken:

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

CONFERENCE AUTHORIZATION FOR TRUSTEES AND LIBRARY STAFF TO ATTEND THE UNITED FOR LIBRARIES VIRTUAL 2021 CONFERENCE, AUGUST 17-19, 2021.

Director Contreras presented the 2021 United for Libraries Conference will be held virtually, August 17-19, 2021. Sample of programs scheduled for this year’s conference includes: Auditing Diversity in Library Collections, How to Be an Inclusive Leader: Your Role in Creating Cultures of Belonging Where Everyone Can Thrive, Policies and Practices for LGBTQIA+ Inclusive Libraries: What Trustees Need to Know, and more. President Martin opened the item for discussion. No comments were made. It was motioned by Secretary Carline and seconded by Trustee Shkoler to approve library staff to attend the 2021 United for Libraries Virtual Conference, August 17-19, 2021. A roll call vote was taken:

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

**DISCUSSION OF TEEN
LIBRARY PROGRAMMING.**

On June 7, 2021, the District received an email from a patron expressing her concerns about a teen program – Becoming an Ally, an LGBTQ program. The virtual program was offered to teens, ages 14-18. President Martin and Library Director Contreras met with the patron on June 25, 2021 to listen to patron's concerns regarding sensitive topic teen programs offered by the District, and the question of parental consent.

President Martin opened the item for public comment. Public comments were received from residents Theresa Kintz, Thea Calhoun and Phil Kintz requesting the Board of Trustees require parental consent for future teen programs. During Mrs. Kintz's public comment, a motion was requested to provide her two additional minutes. Secretary Carline moved the motion and it was seconded by Trustee Shioura. A roll call vote was taken:

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

An additional member of the public, who would not identify themselves via video conference call, addressed the Board regarding their lack of respect for Trustee Shioura. At the direction of the Board President, the speaker was stopped as their comments did not reflect the agenda item being discussed.

President Martin then opened the discussion for the Board of Trustees. After taking into consideration the comments of the public and disagreements among the Board, Trustee Shioura requested President Martin to make a motion to discontinue the ALLY Program and all future ALLY Programs until further notice. President Martin made the motion to cancel all future ALLY Programs. Trustee Shioura moved the motion. The motion did not receive a second.

President Martin then made the motion to create a working committee comprised of Trustees, library staff, and community members to present recommendations at the October board meeting. Secretary Carline moved the motion and Trustee Dahl seconded. A roll call vote was taken:

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

**REPORT OF THE JOINT-USE
COMMITTEE MEETING BY
PRESIDENT MARTIN.**

President Martin reported out on the August 12th Joint-Use Committee Meeting. The City's report included updates on the upcoming State of the City, Heritage Parade, Veteran's Village one year anniversary, opening of the Marriott, park projects, status on the \$5 million construction projects throughout Placentia, approval of the senior center, rehabilitation of existing buildings, and the plan to create a public safety building for first responder trainings, parking and equipment storage

**LEGISLATIVE UPDATES
FROM SECRETARY CARLINE.**

Secretary Carline presented legislative updates from the Independent Special Districts of Orange County (ISDOC), California Special District Association (CSDA) & (CLA) California Library Association. Upcoming legislation included SB274, which requires digital agendas to be available by request. Per current practices, the District has the agenda available digitally on the website and by request.

REVIEW OF ACTION ITEMS

Trustee Shioura motioned to cancel the ALLY Program be added to the September agenda. President Martin clarified the Board voted on a working committee, as discussed approved under the “Discussion of Teen Library Programming” agenda item. Committee will report out at the October Meeting. As a result of the Board’s previous vote, Trustee Shioura’s motion failed.

The next Board Meeting will be on September 20th, 2021 at 6:30 p.m.

ADJOURNMENT

The Board of Trustees Regular Date Meeting of August 16th, 2021 was adjourned at 8:30 p.m.

Jo-Anne Martin, President
Library Board of Trustees

Gayle Carline, Secretary
Library Board of Trustees

10:21 A.M.
09/13/21
Accrual Basis

Placentia Library District
Check Register
August 2021

Date	Ref No.	Payee	Memo	Payment	Type
08/11/2021	11866	Yesenia Baltierra.	Lunch at the Library & Reopening supplies	42.54	Bill Payment
08/11/2021	11867	Fernando Maldonado	Facility Maintenance Reimbursement	7.63	Bill Payment
08/11/2021	11868	Baker & Taylor	Books	789.11	Bill Payment
08/11/2021	11869	Cintas	Cleaning Supplies	1,004.18	Bill Payment
08/11/2021	11870	American Library Association	Baltierra FY 21-22 ALA Membership Renewal (Member # 2062580)	225.00	Bill Payment
08/11/2021	11871	Arcelia Janitorial Service	Janitorial Services 7/1/21-7/31/21	3,171.00	Bill Payment
08/11/2021	11872	Midwest Tape	Audiobooks/DVDs	235.87	Bill Payment
08/11/2021	11873	Light Up My Holiday	Outdoor Lighting Labor & Repairs	135.00	Bill Payment
08/11/2021	11874	UMPQUA BANK	6/30/21-7/29/21 CC	7,380.47	Bill Payment
08/11/2021	11875	Ramon Macias	Taco Service for 2021 Staff Appreciation Event	550.00	Bill Payment
08/11/2021	11876	Jeanette Contreras	Reimbursement for guest list & boat rentals	135.00	Bill Payment
08/11/2021	11877	Estella A Wnek	July 2021- August 9 2021 Mileage Reimbursement	34.27	Bill Payment
08/11/2021	11878	Southern California Edison	For service on 6/30/21-07/29/21	8,359.54	Bill Payment
08/11/2021	11879	Johnson Controls	Solar M&V Service 02/1/21-1/31/22	5,706.00	Bill Payment
08/11/2021	11880	Pitney Bowes Purchase Power	Voided - August 2021 Postage	0	Bill Payment
08/11/2021	11881	Placentia Library District	For payroll on 8/18/21	65,000.00	Check
08/11/2021	11882	Placentia Library District	For payroll on 9/1/21	65,000.00	Check
08/11/2021	11883	SDRMA	Medical & Ancillary Benefits for September 2021	25,545.33	Bill Payment
08/11/2021	11884	Shellie McCurdy	Employee of the Year Check	500.00	Bill Payment
08/11/2021	11885	Jo Ann Stores, LLC	Creativebug Enterprise Subscription (7/2021-7/2024)	1,575.00	Bill Payment
08/11/2021	11886	OverDrive	July & August 2021 Overdrive Subscription	2,290.91	Bill Payment
08/11/2021	11887	Midwest Tape	Audiobooks/DVDs	4,009.27	Bill Payment
08/13/2021	11888	Debbie Fyu	Reimbursement for overcharge on passport photos	10.00	Check
08/20/2021	11889	Dewey Pest Control	8/1/21-10/31/21 Service	141.00	Bill Payment
08/20/2021	11890	Midwest Tape	Audiobooks/DVDs	1,091.33	Bill Payment
08/20/2021	11891	Baker & Taylor	Books	8,384.17	Bill Payment
08/20/2021	11892	OCLC, Inc.	CatExpress 6/1/21-5/31/22	323.41	Bill Payment
08/20/2021	11893	Advantage, Inc.	Postage for eXPLORE (September-February)	3,585.24	Bill Payment
08/20/2021	11894	Cintas	Cleaning Supplies	226.38	Bill Payment
08/20/2021	11895	Republic Services	Recycling Service 7/1/21-7/31/21	158.87	Bill Payment
08/20/2021	11896	Staples Advantage	Dial Hand Soap for public and staff restrooms	110.90	Bill Payment
08/20/2021	11897	Woodruff, Spradlin & Smart	Services rendered through 7/31/21	663.00	Bill Payment
08/20/2021	11898	CALNET3	7/2/21-8/1/21 Phone Services	185.30	Bill Payment
08/20/2021	11899	Dell Marketing L.P.	History Room Patron Computer	1,100.19	Bill Payment
08/20/2021	11900	Legacy Integrative Solutions	Printer Maintenance & Service	1,802.33	Bill Payment
08/20/2021	11901	Placentia-Yorba Linda Unified School Dist	Printing jobs for July 2021	144.75	Bill Payment
08/24/2021	11902	Santiago Library System	Santiago & Califa membership dues 21/22 for PLD	560.00	Bill Payment
08/24/2021	11903	Sirsi Corporation	SirsiDynix Services September 1, 2021- August 31, 2022	18,747.07	Bill Payment
08/24/2021	11904	Bear State	Bear State Maintenance July 2021	698.00	Bill Payment

10:21 A.M.
09/13/21
Accrual Basis

**Placentia Library District
Check Register
August 2021**

08/24/2021	11905	Public Agency Retirement Services	PARS Contribution for payroll on 8/18/21 & for payroll on 8/4/21	5,359.47	Bill Payment
08/24/2021	11906	City of Placentia	Literacy Booth at 2021 Heritage Festival	35.00	Bill Payment
08/24/2021	11907	Cintas	Cleaning Supplies	226.38	Bill Payment
08/24/2021	11908	Age of Learning, Inc.	ABC Mouse Subscription 9/1/21-8/31/22	1,260.00	Bill Payment
08/24/2021	11909	SoCalGas	7/19/21-8/17/21 Service	45.19	Bill Payment
08/24/2021	11910	Time Warner Cable	Cable Service	67.06	Bill Payment
08/24/2021	11911	Staples Advantage	Literacy Supplies	74.00	Bill Payment
08/31/2021	11912	City of Placentia	Heritage Parade 2021	25.00	Bill Payment
08/31/2021	11913	eSecurity Solutions	Pro Services: Fixed Price Project - Endpoint/Email Malware Detection	1,500.00	Bill Payment
08/31/2021	11914	Cintas	Cleaning Supplies	399.16	Bill Payment
08/31/2021	11915	Good Moodra Yoga	PLD Meditation Class	105.00	Bill Payment
08/31/2021	11916	Staples Advantage	Toner for Yesenia's Printer	95.42	Bill Payment
08/31/2021	11917	Placentia Library District	For payroll on 09/15/21	65,000.00	Check
08/31/2021	11918	Placentia Library District	For payroll on 9/29/21	65,000.00	Check
				<u>368,819.74</u>	

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Fernando Maldonado, Business Manager

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

DATE: September 20, 2021

Fiscal Year 2021-2022	
7/31/2020	797,842.63
8/31/2020	798,184.45
9/30/2020	
10/31/2020	
11/30/2020	
12/31/2020	
1/31/2021	
2/28/2021	
3/31/2021	
4/30/2021	
5/31/2021	
6/30/2021	

Fiscal Year 2020-2021	
7/31/2019	790,798.96
8/31/2019	791,646.81
9/30/2019	792,427.94
10/31/2019	793,212.36
11/30/2019	793,942.94
12/31/2019	794,595.92
1/31/2020	795,201.11
2/29/2020	795,749.02
3/31/2020	796,231.15
4/30/2020	796,660.85
5/31/2020	797,113.17
6/30/2020	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 August 2021 for the Placentia Library District Accounts on Deposit with the Orange County Treasurer and the Placentia Library District General Ledger

DATE: September 20, 2021

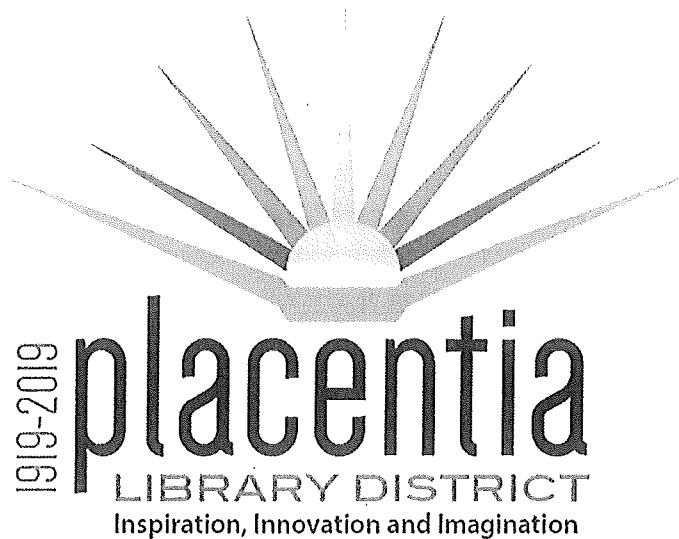
Summary of Cash and Investments as of August 31, 2021

Cash with Orange County Treasurer Fund 9LX	\$798,184.45
General Fund Checking – Bank of the West	\$868,387.68
General Fund Savings – Bank of the West	\$905,195.24
<i>(Impact Fees in Savings – Restricted)</i>	\$475,148.58
Payroll Checking – Wells Fargo Bank	\$25,009.98
Total Cash and Investments	\$2,596,777.35

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
EXPENDITURES REPORT
August 31, 2021
16.66% of the year completed.

ACCOUNT	DESCRIPTION	APPROPRIATIONS	EXPENDED	CURRENT	REMAINDER
SALARIES & EMPLOYEE BENEFITS					
5010, 5020	Salaries & Wages	1,886,673	386,832	0.21	\$1,499,841
5030	Retirement	60,365	7,906	0.13	\$52,459
5040	Unemployment Insurance	4,158	0	0.00	\$4,158
5050	Health Insurance	268,230	45,599	0.17	\$222,631
5064	Dental Insurance	11,388	2,152	0.19	\$9,236
5060	Life Insurance	4,383	750	0.17	\$3,633
5066	AD & D Insurance	6,676	1,011	0.15	\$5,665
5068	Vision Insurance	2,733	429	0.16	\$2,304
5090	Education Assistance Program	1,422	0	0.00	\$1,422
5070	Workers' Compensation Insurance	25,224	4,216	0.17	\$21,008
	TOTAL	\$2,271,252	\$448,895	0.20	\$1,822,357
SERVICES & SUPPLIES					
5100	Communications	26,500	380	0.01	\$26,120
5170	Household Expenses	44,000	2,936	0.07	\$41,064
5099	Liability Insurance	45,689	7,444	0.16	\$38,245
5205	Maintenance Expense	12,921	2,338	0.18	\$10,583
5210, 5220-5280, 5160, 5180	Building Maintenance	148,572	24,114	0.16	\$124,458
5290	Memberships	7,469	3,127	0.42	\$4,342
5300-5350	Office Expenses & Postage	77,544	13,639	0.18	\$63,905
5400-5480	Prof./Specialized Services	68,917	16,363	0.24	\$52,554
5490	Loan Obligation (i-bank)	73,968	56,361	0.76	\$17,607
5495, 5900, 5910, 5920	Programs	24,000	4,443	0.19	\$19,557
5500	Books/Library Materials	314,000	35,995	0.11	\$278,005
5600	Meetings/Professional Development	30,000	5,675	0.19	\$24,325
5700	Mileage/Parking	300	34	0.11	\$266
5800	Utilities	18,000	838	0.05	\$17,162
7000	COVID-19	15,000	247	0.02	\$14,753
	TOTAL	\$906,880	\$173,936	0.19	\$732,944
OPERATING EXPENSES					
		\$3,178,132	\$622,830	0.20	\$2,555,302
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	-	0.00	\$16,500
	TOTAL	\$39,500	-	0.00	\$39,500
TOTAL BUDGET					
		\$3,217,632	\$622,830	0.19	\$2,594,802

PLACENTIA LIBRARY DISTRICT
YTD REVENUE REPORT
As of August 31, 2021

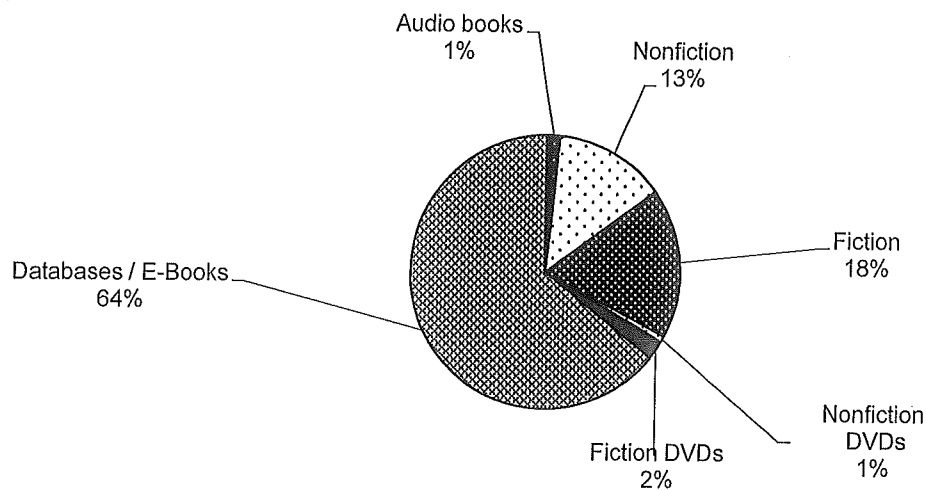
Acct #	DESCRIPTION	BUDGET	YTD ACTUAL	BALANCE	PERCENT % RECEIVED
PROPERTY TAX REVENUE					
4010	Property Taxes - Current Secured	2,710,330	24,553	(2,685,777)	0.9%
4020	Property Taxes - Current Unsecured	80,305	-	(80,305)	0.0%
4050	Property Taxes - Curr Supplemental	46,567	7,635	(38,932)	16.4%
* 4080	Penalties & 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	-	(16,477)	0.0%
	Sub Total	2,862,785	52,473	(2,810,312)	1.8%
INTEREST REVENUE					
4600	Interest	8,500	369	(8,131)	4.3%
	Sub Total	8,500	369	(8,131)	4.3%
GRANT REVENUE					
4210, 4421	State Grants	40,000	1,800	(38,200)	4.5%
4230	Other Grants	10,000	-	(10,000)	0.0%
	Sub Total	50,000	1,800	(48,200)	3.6%
MISCELLANEOUS REVENUES					
4410, 4414C	PLFF Grants	25,000	12,000	(13,000)	48.0%
4310	Fines & Fees	15,000	2,408	(12,592)	16.1%
4320, 4330	Passport/Photos	180,000	55,360	(124,640)	30.8%
4350	Test Proctor	3,000	350	(2,650)	11.7%
4430	Other. Miscellaneous	0	183	183	-
4435	Centennial (i-bank final disbursement)	73,900	-	(73,900)	0.0%
	Sub Total	296,900	70,302	(226,598)	23.7%
TOTAL REVENUES YTD FOR FY 21/22:		3,218,185	124,944	(3,093,241)	3.9%
4440	Reserves	37,738	-	(37,738)	0.0%
4500	Impact Fees	250,000	1,376	(248,624)	0.6%

* Mathematically unable to divide by zero.

Placentia Library District

ACQUISITIONS REPORT FOR FISCAL YEAR 2021-2022 THROUGH AUGUST 2021

	YTD 2021/22	YTD 2021/22	YTD 2020/21	YTD 2020/21
	Amount	Titles	Amount	Titles
Total Fiction	\$6,052	461	\$14,838	1052
Total Non-Fiction	\$4,532	205	\$10,985	495
Total Electronic	\$21,870	141	\$22,695	61
Total Audio Books	\$520	11	\$1,123	287
Total Educational DVDs	\$249	5	\$304	10
Total Entertainment DVDs	\$753	26	\$1,077	311
Total Library of Things	\$0	0	\$0	0
YTD TOTAL MATERIALS	\$33,976	849	\$51,022	2216
Budget	\$314,000		\$223,213	
% Spent YTD	11%		23%	



ACQUISITIONS REPORT FOR FISCALYEAR 2021-2022 for the MONTH OF AUGUST 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	\$4,457	362	\$0	0	\$4,457	362	\$61	3	\$4,518	365
Adult Non-Fiction	\$3,616	163	\$0	0	\$3,616	163	\$121	4	\$3,737	167
Adult Reference	\$89	1	\$0	0	\$89	1	\$0	0	\$89	1
<u>Adult magazines</u>	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Total Adult Nonfiction	\$3,705	164	\$0	0	\$3,705	164	\$121	4	\$3,826	168
TOTAL ADULT PRINT MATERIALS	\$8,162	526	\$0	0	\$8,162	526	\$182	4	\$8,344	533
Adult Music CDs	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Adult Audio Books	\$520	11	\$0	0	\$520	11	\$0	0	\$520	11
Adult E-books	\$1,224	0	\$0	0	\$1,224	0	\$0	0	\$1,224	0
Adult Educational DVDs	\$249	5	\$0	0	\$249	5	\$20	1	\$269	6
Adult Entertainment DVDs	\$535	19	\$0	0	\$535	19	\$957	61	\$1,492	80
<u>Library of Things</u>	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
TOTAL ADULT NON-PRINT MATERIALS	\$2,528	35	\$0	0	\$2,528	35	\$0	0	\$2,528	35
TOTAL ADULT MATERIALS	\$10,690	561	\$0	0	\$10,690	561	\$182	4	\$10,872	565
<u>Teen Fiction</u>										
Total Teen Fiction	\$626	39	\$0	0	\$10,690	561	\$136	4	\$10,872	565
Teen Non-Fiction	\$116	4	\$0	0	\$116	4	\$0	0	\$116	4
<u>Teen Reference</u>	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Total Teen Nonfiction	\$116	4	\$0	0	\$116	4	\$0	0	\$116	4
TOTAL TEEN PRINT MATERIALS	\$742	43	\$0	0	\$742	43	\$136	4	\$878	47
Teen Audio Books	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Teen Adult E-books	\$412	28	\$0	0	\$412	28	\$0	0	\$412	28
<u>Video Games</u>	\$99	2	\$0	0	\$99	2	\$86	2	\$185	4
TOTAL TEEN NON-PRINT MATERIALS	\$511	30	\$0	0	\$511	30	\$86	2	\$597	32
<u>Juvenile Fiction</u>										
Total Juvenile Fiction	\$969	60	\$0	0	\$969	60	\$318	21	\$1,287	81
Juvenile Non-Fiction	\$711	37	\$0	0	\$711	37	\$38	2	\$749	39
Juvenile Reference	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
<u>Juvenile Magazines</u>	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Total Juvenile Nonfiction	\$711	37	\$0	0	\$711	37	\$38	2	\$749	39
TOTAL JUVENILE PRINT MATERIALS	\$1,680	97	\$0	0	\$1,680	97	\$356	23	\$2,036	120
Juvenile Music CDs	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Juvenile Audio Books	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Juvenile E-books	\$654	36	\$0	0	\$654	36	\$0	0	\$654	36
Juvenile Educational DVDs	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
<u>Juvenile Entertainment DVDs</u>	\$119	5	\$0	0	\$119	5	\$537	26	\$656	31
TOTAL JUVENILE NON-PRINT MATERIALS	\$773	41	\$0	0	\$773	41	\$537	26	\$1,310	67
TOTAL JUVENILE MATERIALS	\$2,453	138	\$0	0	\$2,453	138	\$893	49	\$3,346	187
On-line databases	\$19,580	7	\$0	0	\$19,580	7	\$0	0	\$19,580	7
<u>E-books</u>	\$2,290	134	\$0	0	\$2,290	134	\$0	0	\$2,290	134
TOTAL ELECTRONIC MATERIALS	\$21,870	141	\$0	0	\$21,870	141	\$0	0	\$21,870	141
Total Fiction	\$6,052	461	\$0	0	\$6,052	461	\$515	28	\$6,567	489
Total Non-Fiction	\$4,532	205	\$0	0	\$4,532	205	\$159	6	\$4,691	211
Total Electronic	\$21,870	141	\$0	0	\$21,870	141	\$0	0	\$21,870	141
Total Audio Books	\$520	11	\$0	0	\$520	11	\$0	0	\$520	11
Total Educational DVDs	\$249	5	\$0	0	\$249	5	\$20	1	\$269	6
Total Entertainment DVDs	\$753	26	\$0	0	\$753	26	\$1,580	89	\$2,333	115
Total Library of Things	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
TOTAL MATERIALS	\$33,976	849	\$0	0	\$33,976	849	\$2,273	124	\$36,249	973

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director
FROM: Fernando Maldonado, Business Manager
SUBJECT: Service Revenue Activities Report for August 2021
DATE: September 20, 2021

Net Revenue Summary for August 2021

			YTD	YTD
	Aug-21	Aug-20	2021-2022	2020-2021
Passport	27,734	0	45,794	280
Passport Photos	5,918	0	9,566	108
Test Proctor	250	0	350	0
Fines & Fees	1,577	333	2,408	362
Meeting Room	0	0	0	160
TOTAL	35,479	333	58,118	910



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Fernando Maldonado, Business Manager

SUBJECT: Personnel Report for August 2021

DATE: September 20, 2021

	Aug-21	Aug-20	YTD 2021-2022	YTD 2020-2021
Separation	1	0	1	0
Retirement	1	0	1	0
Appointments	0	0	1	0
Open Positions	3	1	5	1
Workers' Compensation Leave	0	0	0	0
Total	5	1	8	1

SEPARATION: Ana Balderas, Library Assistant Children's (20 Hour Part-Time)- Public Services.

RETIREMENT: Jon Legree, Systems Librarian-Administration

APPOINTMENTS: None

OPEN POSITIONS: Library Aide (On Call) – Support Services
Library Assistant Children's Services (20 Hour Part-Time) – Public Services (x2)

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 August 2021

DATE: September 20, 2021

CIRCULATION	Aug-21	Aug-20	Y-T-D 2021-22	Y-T-D 2019-20	Y-T-D % change
New Patron Registrations	336	419	622	547	13.7%
Circulation (items)	19,172	6,455	35,208	15,658	124.9%
Circulation (e-content)	9,474	10,712	18,729	17,486	7.1%
Total Circulation	28,646	17,167	53,937	36,264	48.7%
Total Active Borrowers*	5,584	2,006	10,984		
Attendance	15,549	1,019	27,997	3,058	815.5%
Registered Card Holders*	56,567	54,243			
Adult Fiction	2,824	851	5,406	2,041	164.9%
Adult/Teen Nonfiction	1,563	690	2,869	1,613	77.9%
Adult Magazines	47	4	72	5	1340.0%
Adult/Teen Audio Books	179	87	325	191	70.2%
Adult DVDs	674	373	1,172	1,052	11.4%
Library of Things (LOTs)	48	1	83	12	591.7%
Teen Fiction	423	267	866	678	27.7%
Video Games	235	88	430	194	121.6%
Childrens Fiction	10,525	3,163	19,166	7,377	159.8%
Childrens (LOTs)	16	0	54	-	0.0%
Childrens Nonfiction	2,065	743	3,805	1,590	139.3%
Childrens Magazines	13	1	26	2	1200.0%
Childrens Audio Books	78	28	160	53	201.9%
Childrens DVDs	482	187	774	411	88.3%

* YTD % change not applicable.

PATRON COUNT

Aug-21	SUN	MON	TUES	WED	THURS	FRI	SAT	HOUR TOTALS
9:00		244	317	180	177	149	248	1,315
10:00		362	346	283	296	229	241	1,757
11:00		339	353	287	213	259	303	1,754
12:00		308	364	284	217	185	291	1,649
1:00	538	361	303	201	235	192	289	2,119
2:00	333	338	256	224	194	218	278	1,841
3:00	248	359	304	242	218	189	185	1,745
4:00	148	354	253	207	175	162	147	1,446
5:00		345	231	155	143			874
6:00		193	207	149	97			646
7:00		120	100	74	85			379
DAY TOTALS	1,267	3,323	3,034	3,034	2,050	1,583	1,982	15,525
Gate Count								
Aug 2021	Aug 2020	Y-T-D 2021/2022	Y-T-D 2020/2021	Y-T-D % change		Hours Open	Average Per Hour	
15,525	1,019	27,938	2,227	92%		282	55	
Outside Gate Counts								
Adult/Teen Programs								
Children Programs								
Curbside					24			
Meeting Room Rentals					0			
TOTAL					24			
					Library Attendance Total			
					15,549			

Passport Count

Aug 2021	SUN	MON	TUES	WED	THURS	FRI	SAT	HOUR TOTALS
9:00		13	16	13	8	12	14	76
10:00		14	15	14	11	7	16	77
11:00		14	13	10	14	11	11	73
12:00		20	13	17	16	10	12	88
1:00	33	24	9	11	9	12	20	118
2:00	18	18	15	7	7	5	14	84
3:00	15	10	13	10	8	3	10	69
4:00	1	15	18	5	9	4		52
5:00		24	15	8	7	2		56
6:00		13	4	6	5			28
7:00			2					2
DAY TOTALS	67	165	133	101	94	66	97	723
		Aug	Aug	Y-T-D	Y-T-D	Y-T-D		
		2021	2020	2021-22	2020-21	% change		
		723	0	1320	8	99%		

ACHIEVEMENTS

- Tim completed the eXPLORE Fall and Winter 2021-2022 newsletter.

MEETINGS

- Tim met with Jon for tech training on August 5th, 12th, 18th, 20th, 25th, and 26th.
- Tim met with Estella and Yesenia for 1-on-1 on August 11th and 26th.
- Tim, Eric, Laura, Angie and Estella attended the Support Services meeting on August 12th.
- Tim met with Sabrina and Sally to go over literacy publicity and website updates on August 27th.
- Laura attended the All Staff meeting on August 17th.
- Laura met with Estella for a one on one August 4th.
- Angie met with Estella for a one on one August 17th.
- Eric met with Estella for a one on one August 25th.
- Estella attended the weekly huddle meetings on August 18th, and 25th.
- Estella attended the Supervisor's meeting on August 10th, and 24th.
- Estella met with Yesenia for a one on one August 26th.

PROFESSIONAL DEVELOPMENT

- None



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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 August 2021
DATE: SEPTEMBER 20, 2021

CITY OF PLACENTIA INVOICES

PERIOD COVERED FY 2021-2022	INVOICE DATE	SO. CAL EDISON	TURF (Merchants)	GROUNDS (SA Aquatics)	AT&T	FACILITY MAINT	TOTAL
Jul-21	7/21/2021	0.00	1,600.40	499.20	9.85	0.00	2,109.45
Aug-21	8/25/2021	0.00	1,655.06	0.00	9.73	0.00	1,664.79
Sep-21							0.00
Oct-21							0.00
Nov-21							0.00
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	\$3,255.46	\$499.20	\$19.58	\$0.00	\$3,774.24

* City Billing Not Received

PERIOD COVERED FY 2020-2021	INVOICE DATE	SO. CAL EDISON	TURF (Merchants)	GROUNDS (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



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees
FROM: Jeanette Contreras, Library Director
SUBJECT: Administration Report for August 2021
DATE: September 20, 2021

Meetings:

- Board of Trustees Regular Date Meeting: August 16th
- All Staff Meeting: August 17th

- Weekly Huddles: August 4th, 11th, 18th, & 25th
- ALLY Follow Up Meeting: August 5th
- Library Impact Fee Meeting: August 5th
- Supervisor Meeting: August 10th, 17th, 18th, 24th & 26th
- Library Assistant Interviews: August 11th
- One on One Meetings: August 11th, 12th, 13th, 17th, 18th, 26th, and 27th
- Audit Preparation Meeting: August 11th, 23rd and 25th
- Joint Use Committee Meeting: August 12th
- California Public Library Directors Networking Conversation: August 18th
- CLA Board of Director's Meeting: August 23rd
- Hoopla Services Review Meeting: August 24th
- Monthly Events Meeting with the City of Placentia: August 24th
- Intern Fingerprinting: August 25th
- Meeting to discuss Placentia Library District IT Security: August 26th
- Good Moodra Yoga Services Review Meeting: August 26th

Facilities:

- Bear State: August 9th, 10th & 11th
- Johnson Controls, Inc.: August 12th & 23rd
- Dewey Pest Control: August 20th

Training/Workshops/Conference:

- United for Libraries Virtual Conference: August 17th - 19th
- Grantsmanship Center Training: August 18th & 19th
- CSDA Conference: August 30th - September 2nd

Events:

- Lunch at the Library: August 10th, 12th, 17th & 19th
- Staff Appreciation & Recognition Event: August 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 August, 2021
DATE: September 20, 2021

MONTHLY STATISTICS

Program Statistics

Type of Program	Number of	Total	Number of	Total	Total	Total	Total	Total	% Change	% Change
	Programs	Attendance	Programs	Attendance	Programs	Attendance	Programs	Attendance	Programs	Attendance
	August	August	August	August	Y-T-D	Y-T-D	Y-T-D	Y-T-D	Y-T-D	Y-T-D
	2021	2021	2020	2020	2021-22	2021-22	2020-21	2020-21		
STORYTIME	0	0	13	5,302	10	880	13	5302	-23.08%	-83.40%
EDUCATIONAL	0	0	0	0	0	0	0	0	0%	0%
READING	1	16	-	-	6	783	5	1,481	20.00%	-47.13%
SEASONAL	4	870	6	2,470	4	870	0	0	0.00%	0.00%
Totals	5	886	13	7,772	20	2,533	18	6,783	11.11%	-62.66%

Reference/Computer Usage Statistics

	August	August	Y-T-D	Y-T-D	Y-T-D
	2021	2020	2021-22	2020-21	% change
Reference—in person	138	11	349	32	990.63%
Reference--telephone	25	32	37	65	-43.08%
Total Reference	163	43	386	97	297.94%
Children's computer usage	187	0	276	0	0.00%

Children’s Summer Reading Program

<u>AUGUST</u>	August	August	Y-T-D	Y-T-D	Y-T-D
	2021	2020	2021	2020	% change
Registered Users	16	0	744	278	167.63%
Completion	48	0	245	96	155.21%
Minutes Read	42,939	0	349768	181300	92.92%
Active Users	0	0	512	368	39.13%

ACHIEVEMENTS

- Lori Worden proctored one exam in August.
- Children's staff attended the Staff Appreciation Picnic on August 15 at Mission Viejo Lake.
- Lori Worden, Deanna White, and Yesenia Baltierra assisted at Breakfast and Lunch at the Library on August 10, 12, 17, and 19th.

MEETINGS

- Lori Worden attended weekly staff huddle meetings in August.
- Lori Worden met with Venessa Faber, August 3rd.
- Deanna White met with Lori Worden on August 5th.
- Deanna White attended the Staff Meeting on August 17, 2021.
- Yesenia Baltierra, Venessa Faber, and Lori Worden met to coordinate the Breakfast & Lunch at the Library program.

PROFESSIONAL DEVELOPMENT

- None

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Yesenia Baltierra, Assistant Library Director

SUBJECT: Adult Services Report for August 2021

DATE: September 20, 2021

MONTHLY STATISTICS

Information Desk Activity	August 2021	August 2020	Y-T-D 2021-22	Y-T-D 2020-21	Y-T-D % change
Information -- in person	1503	1	2680	122	2096.72%
Information -- telephone	940	561	1733	1204	43.94%
Information -- email/chat	21	51	42	111	-62.16%
Curbside service	24	982	59	1774	-96.67%
Technology assistance	121	1	192	9	2033.33%
Guest passes	41	0	62	0	100%
Adult and Children's computer use (desktops)	1007	0	1626	58	2703.45%
Adult computer usage (desktop)	845	0	1375	43	3097.67%
Teen computer usage	130	0	224	7	3100.00%

Volunteer Hours	August 2021	August 2020	FY-T-D 2021-22	FY-T-D 2020-21	Y-T-D % change
History Room	72.75	0	114	0	100%
PLFF	202.75	9	465.5	262.75	77.16%
General Library	318.5	0	672.72	6	11112.00%
Adult Literacy	187.25	108.5	344.5	240	43.54%
PTAC	9	32	20.5	44	-53.41%
Total Volunteer Hours	790.25	149.5	1617.22	552.75	192.58%

History Room Activity	August 2021	August 2020	FY-T-D 2021-22	FY-T-D 2020-21	FY-T-D % change
History Room Visitors	2	0	3	0	100%

Public Services Outreach Activity	August 2021	August 2020	FY-T-D 2021-22	FY-T-D 2020-21	FY-T-D % change
Outreach Visits	0	0	0	0	0%
Outreach Attendance	0	0	0	0	0%

Proctored Tests	August 2021	August 2020	Y-T-D 2021-22	Y-T-D 2020-21	Y-T-D % change
Number of Tests	5	0	7	0	100%

Adult and Teen Programs

Type of Program	Number of Programs August	Attendance August	Number of Programs August	Attendance August	Number of Programs FYTD	Attendance FYTD	Number of Programs FYTD	Attendance FYTD	Number of Programs FYTD % change	Attendance FYTD % change
Date	2021	2021	2020	2020	FY2122	FY2122	FY2021	FY2021		
Book Club	0	0	0	0	0	0	0	0	0.00%	0.00%
Educational Programs	1	14	1	1	3	44	1	1	200.00%	4300.00%
Fine Art Programs	0	0	0	0	0	0	0	0	0.00%	0.00%
Hangar Makerspace Programs	1	282	1	67	2	616	1	67	100.00%	819.40%
Health & Fitness Programs	0	0	0	0	0	0	0	0	0.00%	0.00%
History Room Programs	0	0	1	18	0	0	1	18	-100.00%	-100.00%
Home and Lifestyle Programs	0	0	0	0	0	0	0	0	0.00%	0.00%
Literacy Programs	13	53	11	60	21	93	21	120	0.00%	-22.50%
Reading Programs Adult	1	14	0	0	2	132	1	94	100.00%	40.43%
Reading Programs Teen	1	2	0	0	2	21	1	17	100.00%	23.53%
Placentia Teen Advisory Council	1	10	2	22	2	20	4	30	-50.00%	-33.33%
Teen Only Programs	1	24	1	1	1	24	4	5	-75.00%	380.00%
Adult and Teen Program Total	19	399	17	169	33	950	34	352	-2.94%	169.89%
Teen Program Total	3	36	3	23	5	65	9	52	-44.44%	25.00%

ADULT SRP	August 2021	August 2020	Y-T-D 2021	Y-T-D 2020	Y-T-D % change
Registered Users	14	0	340	135	151.85%
Completion	27	0	176	73	141.10%
Books Read	440	0	1856	849	118.61%
TEEN SRP					
Registered Users	2	0	48	22	118.18%
Completion	5	0	33	15	120%
Books Read	73	0	483	198	143.94%

Literacy	FYTD 21-22	FYTD 20-21	% Change
English Literacy Students	32	29	10.34%
Students Graduated	1	1	100.00%
English Literacy Tutors	29	31	-6.45%

The Hangar Makerspace	Attendance	Attendance	FY-T-D	FY-T-D	FY-T-D
August	2021	2020	2021-22	2020-21	% change
Hangar Open Hour Visits	39	0	60	3	5900.00%
Hangar Users	8	0	17	2	750.00%
Hangar Tours	17	0	39	1	3800.00%

ACHIEVEMENTS

- Shellie McCurdy coordinated the August Hangar Take & Make on August 1st.
- Victor Meza coordinated a PTAC Meeting on August 19th.
- Victor Meza coordinated the DIY Lip Balm program on August 14th.
- Michelle Meades trained a History Room volunteer on August 9th.
- Michelle Meades interviewed 2 potential History Room Interns on August 11th.
- Shellie McCurdy and Megan Tolman coordinated the Harry Potter Digital Escape Room on August 5th.
- Sabrina Rosengren & Sally Federman coordinated Literacy Reads – Book Club on August 3rd, 10th, 17th, 24th, and 31st.
- Sabrina Rosengren coordinated Read, Write, Speak Club on August 6th, 13th, 20th, and 27th.
- Sabrina Rosengren coordinated Adult Literacy Summer Reading Challenge Tutorials on August 4th.
- Sabrina Rosengren co-facilitated a CLLS Learner Leadership Monthly Meeting on August 12th.
- Sabrina Rosengren coordinated Learner Take & Make event on August 11th.
- Wendy Amireh coordinated the end of Summer Reading 2021.

MEETINGS

- Victor Meza attended the Teen SLS Meeting on August 18th.
- Victor Meza met with Wendy Amireh on August 17th and 31st.
- Michelle Meades met with Wendy Amireh on August 5th and 19th.
- Michelle Meades met with Judee Dee of the Bradford House on August 5th.
- Michelle Meades met with Victor Meza on August 18th and 22nd.
- Michelle Meades met with Victor Meza and Deanna White on August 24th.
- Michelle Meades met with the Historical Committee on August 24th.
- Sabrina Rosengren co-facilitated a CLLS Networking Meeting on August 18th.
- Sabrina Rosengren, Sally Federman, and Wendy Amireh met on August 10th.
- Sabrina Rosengren attended Adult/Teen Services meeting on August 10th.
- Sabrina Rosengren attended CLLS ESL Prep Information meeting on August 11th.
- Sabrina Rosengren met with Read, Write, Speak facilitators on August 11th.
- Sabrina Rosengren attended board meeting on August 16th.
- Sabrina Rosengren and Wendy Amireh met on August 27th.
- Sabrina Rosengren, Sally Federman, and Tim Worden met on August 27th.

- Wendy Amireh attended Adult/Teen Services meeting on August 10th.
- Wendy Amireh met with Yesenia Baltierra on August 12th and 27th
- Wendy Amireh attended Supervisor meetings on August 10th, 17th and 24th.
- Wendy Amireh attended Kiwanis meetings on August 12th and 18th.
- Shellie McCurdy met with Wendy Amireh on August 10th and August 31st.
- Megan Tolman met with Wendy Amireh on August 6th, 10th, and 26th.
- Megan Tolman met with Yesenia Baltierra on August 13th.
- Wendy Amireh, Michelle Meades attended the All Meeting on August 17th.
- Wendy Amireh, Sabrina Rosengren, Michelle Meades, attended weekly Huddles on August 4th and 11th.
- Wendy Amireh met with Daisy Badge on August 27th.
- Wendy Amireh met with Tim Worden on August 31st.
- Wendy Amireh met with Newsbank on August 25th.
- Wendy Amireh and Yesenia Baltierra met with Hoopla on August 24th.
- Wendy Amireh attended the Board of Trustee Meeting on August 16th.
- Wendy Amireh and Victor Meza attended meetings on teen programming on August 5th and 18th.
- Wendy Amireh met with Sally Federman on August 21st.
- Katie Matas attended Adult/Teen Services meeting on August 10th.

PROFESSIONAL DEVELOPMENT

- Megan Tolman attended the Booklist Webinar "Reading Graphic" on August 3rd.

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Yesenia Baltierra, Assistant Library Director

SUBJECT: Placentia Library Website & Technology Report for August 2021

DATE: September 20, 2021

Online Database Usage	August	August	Y-T-D	Y-T-D	Y-T-D
* Added September 2020					
** Added August 2021	2021	2020	2021-22	2020-21	% change
Placentia Library Catalog	4,484	5,185	8,768	10,637	-18%
General Reference Center	0	0	158	2	7800%
Biography In Context	11	4	11	4	175%
Opposing Viewpoints	0	3	0	3	-100%
Consumer Reports	247	144	708	375	89%
Freegal	988	965	1,904	1,846	3%
Heritage Quest	68	74	293	98	199%
Novelist	28	27	34	110	-69%
ABC Mouse	35	5	54	8	575%
ABC Mouse - Bring Reading Home	66	23	78	38	105%
World Book Online	0	0	0	0	0%
Tumblebooks	37	74	40	287	-86%
Data Axle (Reference USA)	153	272	305	307	-1%
Hoopla	2,362	2324	4,464	4,562	-2%
Overdrive e-books	2,375	2863	4,746	5,701	-17%
Overdrive audio books	1,468	1285	2,880	2,672	8%
Overdrive e-books - Placentia Advantage	1,034	2049	2,083	4,030	-48%
Overdrive audiobooks - Placentia Advantage	717	855	1,502	1,892	-21%
Tutor.com	2	1	3	6	-50%
OverDrive Magazines	170	225	315	450	-30%
ProQuest Pub. Avail. Database*	0		0	0	0%
ProQuest Coronavirus Research*	0		0	0	0%
ProQuest Ebook Central*	0		0	0	0%
ProQuest SIRS Discoverer*	0		0	0	0%
ProQuest SIRS Issues Researcher*	0		0	0	0%
ProQuest eLibrary*	0		1	0	0%
BrainFuse JobNow/VetNow*	51		56	0	100%
Creative Bug**	25		25	0	100%

TOTAL DATABASE USAGE	14,321	16,378	14,321	33,028	-57%
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Computer & Online Resource Use					
	August 2021	August 2020	Y-T-D 2021-22	Y-T-D 2020-21	Y-T-D % change
Placentia Residents	1,031	598	1,778	987	80%
Non-Placentia Residents	876	482	1,514	832	82%
Total	1,907	1,080	3,292	1,819	81%

Website Traffic					
	August 2021	August 2020	Y-T-D 2021-22	Y-T-D 2010-21	Y-T-D % change
Website visits	11,476	9,605	23,815	19,655	21%
Page Hits	20,344	16,637	42,767	34,870	23%
Users	6,611	4,673	13,482	9,057	49%
Pages/Session	1.74	2.06	N/A	N/A	N/A
Avg. Session Duration	00:02:01	00:02:05	N/A	N/A	N/A
% New Sessions	74	67	N/A	N/A	N/A

Wifi Use					
	August 2021	August 2020	Y-T-D 2021-22	Y-T-D 2020-21	Y-T-D % change
Total	1,082	111	1,919	229	738%

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: **Report on Actions taken at the Library Board of Trustees Closed Session Meeting**

DATE: September 20, 2021

President Martin will report on actions taken by the Library Board of Trustees during the Closed Session Meeting on September 20, 2021.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees
FROM: Jeanette Contreras, Library Director
SUBJECT: **Employee of the Year Presentation**
DATE: September 20, 2021

PRESENTATION

President Martin will present the 2021 Employee of the Year Award to Shellie McCurdy, Library Assistant.

Shellie has been with the Placentia Library District since September 4, 2019, as a part-time Library Assistant. She was hired to develop and oversee programs for the new makerspace, the Hangar. Though Shellie's been with Placentia for less than two years, she has truly transformed the service level and offered innovative programs beyond what was expected of her. Last year was a challenging year for our Placentia team and Shellie rose to the occasion. Despite not being able to provide in-person service, Shellie worked with her colleagues and offered her assistance to develop a new program – Family Cooking Time Series. This task was in addition to Shellie's duties at the time. She was also producing videos for the Hangar take & make kits which include:

- Mason jar snowglobe
- Pumpkin spice latte pin cushion
- Spooky light-up badges
- Back to school bookbinding
- Spa night kits
- Crochet coffee cozy
- Embroidery heart
- Mini book charms
- Macramé wall hanging
- Plant your own greeting card
- Mosaic coaster
- Framed corkboard

The cooking series program offered families opportunities to prepare a baking treat while teaching little ones simple math using measuring tools. Though this program was not part of Shellie's job responsibilities, she happily dedicated her time to ensure the program's success. Her tasks included program development, filming, recording, editing, and uploading videos.

The cooking series videos include:

- Beignets OH MY!
- Pretzels OH MY!
- Pancakes OH MY!
- Green UP Your Clean UP
- Buzz on Bees virtual presentation
- Egg Rolls OH MY!
- Patriotic Cookies OH MY!
- Gingerbread OH MY!
- Apple Pie OH MY!

Each video usually takes 30 hours and this is not a complete list of videos Shellie has produced within a one year timeframe. Attached are the statistics and surveys for the Hangar & Family Cooking programs.

Her patience and technology know-how were much appreciated by team members involved with the cooking series. She was accommodating to changes requested by staff and is very mindful of staff's needs and time. Shellie is an amazing and talented employee and the community has greatly benefited from her programs and creativity.

Congratulations to Shellie on her 2021 Employee of the Year recognition.

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Legislative Updates

DATE: September 20, 2021

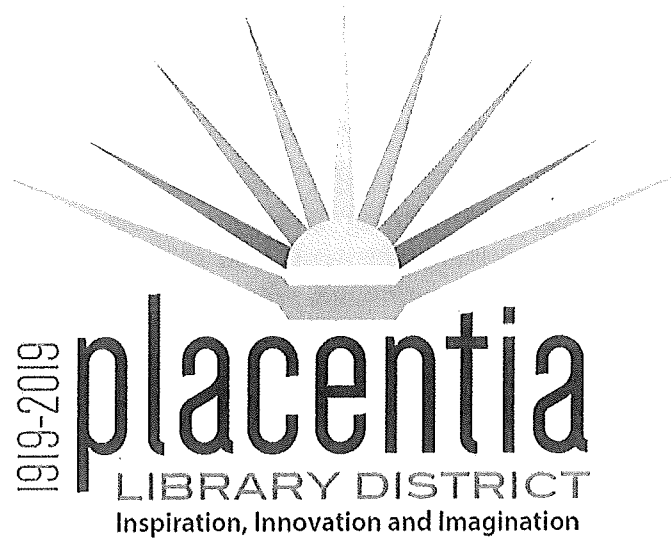
BACKGROUND

Kyle Packham, Advocacy & Public Affairs Director for the California Special Districts Association (CSDA), will be presenting legislative updates at tonight's meeting. Mr. Packham oversees CSDA's lobbying, grassroots, and public relations efforts on behalf of its more than 2,000 special districts in California, who provide essential local services, including libraries, to millions of Californians. Before coming to CSDA, Mr. Packham served on staff in the State Capitol, working in both the State Assembly and Senate. Mr. Packham also gained local government experience with Eastern Municipal Water District, where he worked in legislative affairs, among other departments.

Prior to joining CSDA, Mr. Packham served as a Capitol Director for the California State Senate where he was responsible for analyzing actions that involved state budget, labor, public employee retirement, judiciary, natural resources and more. He served as the top advisor to State Senator in the Capitol. Additionally, Mr. Packham's experience included 3.5 years working with the California State Assembly as a legislative director, advising the Assembly Member on selected policy matters, including the Water, Parks, and Wildlife Committee.

Mr. Packham served as a board member of the GreenHouse Community Enrichment Center, Cal Theta Chapter Alumni and Volunteer, and a coach for American and California Youth Soccer Associations.

Mr. Packham received his Bachelor of Arts in Political Science and Speech Communication from Pepperdine University and his Master of Public Administration from the University of Southern California.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Placentia Round Table Women's Club (PRTWC) Information

DATE: September 20, 2021

BACKGROUND

At the request of PRTWC President, Ms. Mary Kay McMahon, tonight the Board will be provided with information about the club and current projects benefiting the Placentia community.

PRTWC has been serving Placentia since 1902, contributing gifts, money, and grants to many local groups, including:

- H.I.S. House
- Casa Teresa
- Friendly Center
- Meals on Wheels
- Miss Placentia Program
- American Veterans Memorial
- Veterans at Fullerton College
- Placentia Fire Department
- Placentia Police Department
- Chamber of Commerce
- Founders Society

Through its fundraisers - Friendship Soup, Festival of the Trees, and Tea and Fashion Show, PRTWC provides over \$20,000 in scholarships to local high school students and veterans.

The Club's continued support, both monetarily and time, has allowed the Placentia Library District to provide an Easter Eggciment event and Summer Reading programs that have been treasured by our Placentia community.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Jeremy Yamaguchi, IT Consultant

SUBJECT: Report on IT Projects and Status

DATE: September 20, 2021

BACKGROUND

Mr. Yamaguchi will report out today on current IT projects. Below are weekly reports provided by Mr. Yamaguchi:

Week of Sept. 6th-Sept 11th

- E-Security vendor has started endpoint intrusion testing with supervision
 - Second phase quote has been obtained for complete IT system security audit (attached)
- Continue to troubleshoot computers with connectivity issues and document issues with older versions of windows and office
- Need List
 - New office 2019 Licenses for Staff (\$52 each Tech Soup)
 - Additional RAM for desktops (upgrade from 8GB to 16GB \$100 per computer)
 - Larger SSD for desktops (250GB to 1TB \$200 per computer)
 - Asset Tag Stickers for computers (Spoke to Fernando About this)
- Continued to develop full equipment inventory and status list
- Checked Katie Matas Desktop Email connectivity issues
 - 2 factor authentication issue with office 2013
- Check meeting room A/V system
 - Residential AV receiver appears to have stopped working. Will bring in loaner amp for temporary use. (New one around \$1600)
- Info Desk Computers Dual Monitors
 - One INFO desk computer was setup for dual monitors for evaluation. If acceptable an equipment list can be drafted for procurement to complete for all 3 INFO desk computers.
- Cat5e Wall Port Testing (All Public Areas)
 - All public accessible data ports were tested for network connectivity and removed from network switches.
- Projects in research phase
 - Staff Training: Implement a cybersecurity awareness training program for staff to prevent phishing and malware attacks.

- Staff Computer Policy
- Office suite upgrade (Office 2019)
- Microsoft upgrade (Windows 7 to Windows 10)
- Dual Monitors for Info Desks
- VOIP Phone systems
- Physical Security for computers

Week of August 29-Sept 4th

Below are the details of what has taken place over the past week. In summary a continuation of cleanup work has continued as part of the transition of IT personnel. Ongoing monitoring and evidence collection of a potential cyber security incident has been augmented by ESecurity Solutions who is scheduled to begin detailed investigative work the week of Sept. 6th. An audit of accounts for office 365, outlook email, library network access, security camera systems, and website editing permissions has been conducted with the help of the business manager and staff. Accounts no longer active have been locked or deleted from all systems.

Desktop issues update

The issues that arose on computers that required passwords be resubmitted and stopped cloud sync were a threefold issue:

1. Two Factor authentication is not supported in office 2013 or Windows 7 from Office365
2. Older versions of office are not supporting Sync from office 365
3. The current subscription (Office 365 G1) does not include Microsoft Office Desktop apps, so we cannot update desktop apps.

Option 1: Upgrade to Office 365 G3 (\$20/mo per user)

G3: This version is an upgraded form of G1 with:

- Hosted voicemail with auto-attendant capabilities
- eDiscovery tools
- Enterprise app management
- Self-service business intelligence
- Office desktop applications (Word, Excel, PowerPoint, OneNote, Outlook, Publisher, and Access)
- Select additional services
- 1GB E-mailbox
- 1TB online storage

Option 2: Upgrade individual computers to office 2019 (\$52.00 / computer)

- Tech Soup website prices for discounted Office Standard
- One time cost
- Not updated or supported like Office 365
- No increase to ongoing costs

Option 3: Turn off 2-Factor authentication to restore older desktop software connectivity.
(Not recommended)

Recommendation: Only upgrade the computers that are most used for this purpose, recommend staff use web/cloud based services included in office 365 for tasks requiring updated apps. Computers recommended for update of office suite: Alyssa Stozle and Wendy Amireh. (Director Contreras new computer includes this software).

Tasks completed this week

- Installed virus scan software on additional staff computers
- Remove potential virus/malware from computer
 - Estella
 - Jon
 - Yesenia
- Set Virus scan to auto run on all staff computers daily after hours
- Set Virus scan to auto run deep scan on all staff computers weekly after hours
- Added computers not on domain to network for central management
 - Fernando
 - Work room
- Purged users and updated Security on CCTV system and programed names
- Director Email Forwards
 - Hilaire Shioura
 - Sherri Dahi
- Correct shared email accounts for Alyssa
- Fix Day end and Collections Report
- Fix QB & Google Server Errors
- Auto Lock work stations after time-out
- Continued processing Chrome Books & Hot Spots
- Fix Info Desk "Information 3"
- Check Wendy SharePoint Connection
- Down-graded public Mac for redeployment (50% complete)
- Developed master inventory document for all computers
- Developed master map of all computers and servers
- Repaired directory error on public computers after windows update.

Medium Term Recommended Improvements

- Change Staff WIFI Password (Unifi)
- Implement Public WIFI Password/Captive Portal w/ terms and conditions
 - Print signage to post around library
- Physical Security for server room
- Auto-Lock all machines after idle time period elapses
- Permanent A/C solution for server room
- Asset Tags for all technology equipment (Requested from Fernando)
- New password for all staff every 90 days
- Implement email retention policy
- Implement versions back up system and offsite archival storage

Long Term Recommended Improvements

- New Servers (Currently on 2012)
- Voice over IP phone system (VOIP)
- New HD CCTV camera system
- Physical security for all public and staff computers
 - Locks, security mounts, etc.
- Failover internet connection
- Complete risk assessment, intrusion testing, and access audit
- Establish Business Continuity Plan
- Establish Disaster Recovery Plan
- Succession Planning

RECOMMENDATION

Authorize staff to proceed with recommendations as presented by Mr. Yamaguchi.

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Adoption of Policy 4078 – Censure Policy

DATE: September 20, 2021

BACKGROUND

At the August 16, 2021 Library Board of Trustees meeting, a new policy, Policy 4078 – Censure Policy was presented. During the discussion of the agenda item, Trustee Shioura expressed such policy infringes on the First Amendment, Freedom of Speech and believes members should not be censored. The policy passed as a first reading with a 4-1 vote, with Trustee Shioura dissenting.

Due to Trustee Shioura's concerns, District Counsel reiterated the definition of a censure. It is a formal resolution of the Library Board reprimanding one of its own members for specific conduct, generally a violation of law or of District policy where the violation of policy is considered to be a serious offense. In order to deter violations of law and serious violations of adopted District policies, the Library Board may take formal action against its members for such misconduct in the form of censure.

Merriam-Webster defines **cancel** as "to remove, block, or interfere with the communication of another," while **censure** refers to "a judicial sentence or official reprimand or criticism." Policy 4078 does not prohibit a board member to express his/her opinions, rather said policy is a formal process to condemn unacceptable behavior which is in violation of District policies.

Policy 4078 – Censure Policy is presented tonight a final reading and adoption. There are no amendments to the policy since the passage of the first reading.

Attachment A is Policy 4078 – Censure Policy.

RECOMMENDATIONS

1. Motion to adopt Policy 4078 – Censure Policy as presented, inclusive of input from the Board.
2. Roll call vote.

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 agendized 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.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Conference Authorization for IT Consultant to attend the Virtual Internet Librarian Conference on October 26-28, 2021.

DATE: September 20, 2021

BACKGROUND

The three-day virtual conference is one of the most comprehensive conference for library and information professionals with interests in technology. This year's conference will offer attendees an opportunity to hear from the industry's influencers in the information industry, with many sessions focused on public libraries. Full program, registration, and sponsorship information for the virtual event are currently not available.

A report will be presented by Mr. Yamaguchi to the Library Board of Trustees at the November Board meeting.

RECOMMENDATIONS

1. Authorize the IT Consultant to attend the Internet Librarian Conference on October 26-28, 2021.
2. Roll call vote.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Attendance Authorization to the Orange County Council of Government General Assembly on November 17, 2021.

DATE: September 20, 2021

BACKGROUND

The Orange County Council of Governments (OCCOG) serves as Orange County's sub-regional planning organization. It is a voluntary joint-powers agency that provides member agencies opportunities to engage on matters such as land use, energy, mobility, air quality, and water issues, that concerns residents of Orange County.

At least once a year, OCCOG convenes the General Assembly to bring together representatives of OCCOG and help set the organization's agenda for the coming year. It is in this forum that policies are identified and addressed.

This year's General Assembly's theme is "Time to Work the Plan: Turning Resilience into Action." The meeting will be held on November 17, 2021 at the Disney Grand Californian Hotel. The cost is \$150/person.

Trustee Dahl is the District's OCCOG representative.

RECOMMENDATIONS

1. Motion to authorize Trustee Dahl to attend the Orange County Council of Government General Assembly on November 17, 2021.
2. Roll call vote.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Training Authorization for Board Members with David Aranda.

DATE: September 20, 2021

BACKGROUND

Serving on the Placentia Library District Board is a commitment to providing excellence in legislative leadership. As per Policy 4017 – Qualifications of Library Trustees, service on the Board “carries with it the responsibility to render faithful service, and to provide enlightened leadership, which will promote the best library service the community can afford.”

In December 2020, the District welcomed two new board members – Trustee Dahl and Trustee Shioura. Since their official appointments, both trustees were offered opportunities to understand their roles and responsibilities as the governing body of a special district. They attended the following training, orientations, and/or meetings.

Trustee Dahl’s Training:

1/12/21 New Trustee Orientation (1 hour)
 2/10/21 Board Book Orientation (1.5 hours)
 3/2/21 CSDA Brown Act Compliance
 3/14/21 CSDA 2021 Ethics AB1234 Compliance Training
 3/14/21 What Every Board Member Should Know
 3/15/21 CSDA Sexual Harassment Prevention Training
 4/6/21 Staff Orientation- Michelle Meades (30 minutes)
 4/6 Staff Orientation- Wendy Amireh (30 minutes)
 4/6 Staff Orientation- Fernando Maldonado (30 minutes)
 4/8 Staff Orientation- Yesenia Baltierra (30 minutes)
 4/12 Staff Orientation- Alyssa Stolze (30 minutes)
 4/12 Staff Orientation- Shellie McCurdy (30 minutes)
 4/12 Staff Orientation- Lori Worden (30 minutes)
 4/14 Staff Orientation- Estella Wnek (30 minutes)

Trustee Shioura’s Training:

1/8/21 CSDA 2021 Ethics AB1234 Compliance Training
 1/8/21 CSDA Sexual Harassment Prevention Training
 1/9/21 What Every Board Member Should Know
 1/9/21 CSDA Brown Act Compliance
 1/12/21 New Trustee Orientation (1 hour)
 4/6/21 Staff Orientation- Michelle Meades (30 minutes)
 4/6 Staff Orientation- Wendy Amireh (30 minutes)

4/6 Staff Orientation- Fernando Maldonado (30 minutes)
4/8 Staff Orientation- Yesenia Baltierra (30 minutes)
4/12 Staff Orientation- Alyssa Stolze (30 minutes)
4/12 Staff Orientation- Shellie McCurdy (30 minutes)
4/12 Staff Orientation- Lori Worden (30 minutes)
4/14 Staff Orientation- Estella Wnek (30 minutes)

Meetings:

3/1/21- Meeting with President Martin, Library Director Contreras, and Legal Counsel RE: Board Roles, Responsibilities & the Brown Act

To assist our new board members better understand their roles, the ins and outs of governance, the basics of parliamentary procedure, and successfully working with the legislative body and staff, it is recommended the Board considers hiring a professional to conduct board development training for all five members. Library staff recommends David Aranda.

David Aranda has been serving Independent Special Districts since 1994. He has served as a General Manager for a Community Services District and a Municipal Water District. He has also served on the Board of Directors for CSDA, CRWA and is currently serving on the Board of SDRMA and is President of the Special District Leadership Foundation. David was privileged to be part of the original committee that drafted and produced the Leadership Academy classes. David is a frequent presenter for CSDA presentations at the Annual Conference, Special District Leadership Academy Conference and Board Secretary Conference.

The scope of the work would include one-to-one meeting with each board member and then a three to four hour presentation in regard to "Working together to get the Mission of the District accomplished". This would include interaction with the Board Members.

David will be in Orange County for a CSDA Secretary Conference and is available October 28, 2021 for the one-to-one meetings and workshop. David will meet with individual board members in the morning, followed by the 3-4 hour workshop in the afternoon. **The in-person meetings and workshop is mandatory for all board members.**

Cost for David's service is \$1,000. If outside of the October 28th date, the cost will increase to include travel and lodging expenses.

The District putting forth its best effort to ensure maximum Board effectiveness and cooperation. Thus this arrangement is being put forth to ensure the highest levels of instruction, understanding and mutual support.

RECOMMENDATIONS

1. Motion to authorize hiring David Aranda to conduct board development training on October 28, 2021 as presented, inclusive of input from the Board.
2. Roll call vote.

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees
FROM: Jeanette Contreras, Library Director
SUBJECT: Information on Civic Center Courtyard Trellis Replacement Project
DATE: September 20, 2021

BACKGROUND

At the May 17, 2021 Library Board of Trustees meeting, the 2021-2023 Budget was adopted with the inclusion of replacing the joint-use trellis in the civic center courtyard.

The City provided a copy of the Notice Inviting Sealed Bids to the District on August 12, 2021. Please see Attachment A for the complete bid packet. Bid closes on September 9, 2021 with all sealed bids being opened at 3:00 p.m.

The work to be performed is to demolish, dispose of existing wood trellis structure in front of City Hall and Library. Scope of work also includes contractor to fabricate and install new trellis structure to match existing wood. Additional details on scope of work can be found on page 69.

The City has extended the bid deadline to September 16, 2021.

In accordance with the Joint Use of Facilities Agreement between the City of Placentia and the Placentia Library District, the District will be responsible for 41.6% of the total project cost. The engineering estimate for the project is \$150,000 or \$62,400 for the District's obligation.

Attachment A – City's Notice Inviting Sealed Bids

As of this report we have not received the awarded bid.

RECOMMENDATIONS

1. Discuss the project and identify District's needs to be presented to the Joint-Use Committee.
2. Approve the wood trellis replacement project as reflected on the City's bid packet, inclusive of input received from the Library Board.

NOTICE INVITING SEALED BIDS

1. **NOTICE IS HEREBY GIVEN** that the City of Placentia, as AGENCY invites sealed bids for the below stated project and will receive sealed bids for the materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the Bid Package.

“Placentia Civic Center Courtyard Trellis Replacement Project”

2. **Obtaining Bid Documents:** A copy of the Bid Package Bid and Contract Specifications will be available on CIPList.com. The Bid and Contract Specifications for this maintenance contract are available to download at no cost from CIPList.com. All bidders shall register with CIPList.com to retrieve plans, specifications, addendums, bidders' list, etc. It is the responsibility of each prospective bidder to check the City's website at <http://placentia.org/bids.aspx> and CIPList.com daily through the close of bids for any applicable addendums or updates. Bids will not be accepted unless the bidder is placed on the CIPList Plan Holder List.

3. **Bid Opening September 9, 2021 at 3:00 P.M.** Sealed bids will be received at all times during normal business hours prior to the Bid Opening, at Office of the City Clerk. No bids will be accepted after this date and time. The bidder shall have the sole responsibility for its timely submittal. Bids will be publicly opened at the Bid Opening time stated, at Placentia City Hall, located at 401 East Chapman Avenue, Placentia, California 92870, in the Office of the City Clerk (Administrative Conference Room), or as otherwise posted or declared. The **outside** of the sealed envelope of each bid submitted shall be clearly marked:

“Placentia Civic Center Courtyard Trellis Replacement Project”

DO NOT OPEN WITH REGULAR MAIL

4. **Contractor's License:** In accordance with provisions of Section 3300 of the California Public Contract Code, the AGENCY has determined that the Contractor shall possess a valid **California Contractor's License A or B**. Failure to possess such license may render the bid non-responsive and bar the award of the contract to that non-responsive Bidder. The successful Contractor and his/her subcontractors will be required to possess business licenses from the AGENCY.

5. **Prevailing Wages:** No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations (“DIR”) pursuant to Labor Code section 1771.1(a). In accordance with the provisions of Section 1770, *et seq.*, of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled “General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1.” These documents can be reviewed in the office of the City Clerk or may be obtained from the State DIR. This project is subject to compliance monitoring and

enforcement by the DIR. Registration can be accomplished by using the following link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

6. **Retention:** In accordance with the Contract, five percent (5%) of any progress payment will be withheld as a retention. Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, approved securities equivalent to the amount withheld may be deposited with the AGENCY or with a state or federally chartered bank as the escrow agent, and AGENCY shall then pay such moneys to the Contractor. Refer to the Contract for further clarification.

7. **Business License Certificate:** The successful bidder must obtain a City of Placentia Business License Certificate, if it does not already hold a current one.

8. **Contact Person:** Questions regarding this Notice Inviting Bids shall be directed to: Luis Estevez, Deputy City Administrator, 714-993-8120.

AGENCY AND CONTRACTOR ARE BOUND BY THOSE PROCEDURES SET FOR IN THE PLACENTIA CITY CHARTER FOR THE LETTING OF PUBLIC WORKS CONSTRUCTION CONTRACTS AND APPLICABLE LAW.

THE AGENCY RESERVES THE RIGHT TO REJECT ANY BID OR ALL BIDS AND TO WAIVE ANY INFORMALITY OR IRREGULARITY IN ANY BID AND TO TAKE ALL BIDS UNDER ADVISEMENT FOR A MAXIMUM PERIOD OF 90 DAYS. ANY CONTRACT AWARDED WILL BE LET TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER. NO BID SHALL BE CONSIDERED UNLESS IT IS PREPARED ON THE APPROVED PROPOSAL FORMS IN CONFORMANCE WITH THE INSTRUCTIONS TO BIDDERS.

Placentia Civic Center Courtyard Trellis Replacement Project
BID SCHEDULE

ITEM NO.	ITEMS DESCRIPTION	QUANTITY	UNIT	TOTAL
1.	Trellis Replacement Project	1	LS	\$

BID SCHEDULE - TOTAL PRICE: \$ _____

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: _____

GENERAL PROVISIONS AND CONTRACT SCOPE OF WORK

The contract scope of work for this project entails the wood to be replaced on the trellis in front of City Hall and the Library. City hall is located at:

- 401 E. Chapman Ave, Placentia, Ca

The cost provided by the contractor shall be based on a lump sum, complete in-place cost as noted in the bid schedule. Contractor shall provide all materials and labor necessary to construct and replace all of the existing trellis.

- Demolish and dispose of existing wood trellis structure at City Hall Courtyard, including all wood beams and lattice, the steel structure and columns to remain in place.
- Prep and finish new wood trellis structure with wood / water sealer, two coats. Product specification sheets & finish samples to be provided for approval. All wood members to be sealed on the ground before installation and touched up after the trellis is installed.
- Disconnect and safe off all electrical and lighting at existing wood trellis structure as needed to replace wood at trellis. Reconnect and reinstall existing electrical runs (conduit, electrical boxes, outlets, wiring) and existing light fixtures after new wood structure is built. The price excludes the supply and installation of new conduit, wiring, electrical boxes, outlets, and light fixtures.
- Fabricate and install new trellis structure to match existing timbers (Douglas Fir Re-sawn lumber, non-pressure treated), including 4x16, 4x10 and 3x10 beams and 2x6 lattice. Beams & lattice to have corbel cut ends to match existing structure. Delineation markers will be set in order to provide for an alternate path of travel during the construction process.

The contractor shall have a total of 60 working days from the issuance of the Notice to Proceed to complete the project or liquidated damages in the amount of \$500 per day shall be applied until the project is completed.

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR**

THIS AGREEMENT (herein "Agreement"), is made and entered into this day of _____, 20__ by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and _____ (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of _____ as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

E. WHEREAS, this Agreement is authorized under City Administrator's authority to execute contracts under \$25,000. Placentia Municipal Code Section 3.08.085.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

- (a) Contractor. Contractor shall mean _____ a (California corporation, partnership, individual) _____ located _____ at _____.

- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.
- (e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.
- (f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 Documents Included in Contract. This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E."

2.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the

facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;
2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, may be approved by the City Administrator. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding ten percent (10%) of the Contract Sum must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations pursuant to SB 854 and Labor Code 1725.5. Contractor shall ensure that its subcontractors comply with said requirements. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of _____ Dollars (\$____.00) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than _____, 20__, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunk line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE AND INDEMNIFICATION

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Conditions:

In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Community Development Director, City of Placentia, 401 E. Chapman Ave., Placentia, California 92870.

Any insurance maintained by the City of Placentia shall apply in excess of and not combined with insurance provided by this policy.

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

6.2 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached to this Agreement as Exhibit "D" and are incorporated herein by this reference.

6.3 Indemnification. Contractor shall defend, indemnify, hold free and harmless the City of Placentia, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the

performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.

- (d) Contractor's duty to defend and indemnify as set out in this Section 6.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

6.5 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly

concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals,

directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Administrator or his/her designee, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any

default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars (\$500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A) or Schedule of Performance (Exhibit A). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn:

To Contractor:

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement,

Contractor and its officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States:

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall

indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

8.20 Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or

explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

8.24 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

8.25 Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

8.26 No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

8.27 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

8.28 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

8.29 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

8.31 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any

inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien R. Arrula, City Administrator

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Patrick Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Director of
Administrative Services

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Name, Title

Date: _____

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
SCHEDULE OF PERFORMANCE

EXHIBIT C

INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence of Coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed Certificate of Insurance.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each project. The required limits may be provided by a

combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status; (The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor and all

Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.)

2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
3. Properly completed Certificate of Insurance; and
4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability Insurance

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an insured.
- Required Evidence of Coverage:
 1. Copy of the endorsement or policy language indicating that CITY is an insured; and
 2. Properly completed Certificate of Insurance.

D. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for one (1) year after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program

maintained by them.

- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance.

E. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

F. Documentation

- The Certificate of Insurance shall include the following reference:

- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

EXHIBIT E

CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate but cannot otherwise waive these claim procedures.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees
FROM: Jeanette Contreras, Library Director
SUBJECT: Joint-Use Committee Update
DATE: September 20, 2021

BACKGROUND

President Martin will provide a report on the Joint-Use Committee meeting.

The Minutes from the September 16, 2021 Meeting will be provided at the meeting.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Introduction of Teen Program Ad Hoc Committee (TPAC) Members

DATE: September 20, 2021

BACKGROUND

At the August 16, 2021 Library Board of Trustees meeting, the Board approved the formation of the Teen Program Ad Hoc Committee (TPAC) to address the development of teen programs offered at the District. The goals for the committee are, but not limited to, the following:

- Discuss teen programs and identify program ideas that meet the teens in Placentia, with diversity and inclusion in mind
- Establish guidelines and processes for future teen programs and activities
- Address committee's concerns and appropriate actions to be taken
- Present committee recommendations to the Board at a future public meeting

The District reached out to interested community members and received commitment from the following individuals:

- Audrienne Bridges-Skipper, Teacher's Aide at PYLUSD
- Ethan Ly, Student
- Reuben Skipper, longtime patron & Publicist
- Theresa Kintz, resident

Additionally, TPAC will include the following from the District:

- President Martin
- Secretary Carline
- Library Director Contreras
- Assistant Library Director Baltierra
- Supervising Librarian Amireh

The first meeting will be held on October 5, 2021 at 3:30 p.m. in the History Room. Subsequent meetings will occur monthly on the first Tuesday, same time and location.

Members will provide an introduction and brief background about themselves.

Attachment A - October 2, 2021 TPAC Agenda

RECOMMENDATION

Actions to be determined by the Library Board of Trustees



TEEN PROGRAM

AD HOC COMMITTEE

MEMBERS

Jo-Anne W. Martin, Board President

Gayle Carline, Board Secretary

Jeanette Contreras, Library Director

Yesenia Baltierra, Asst. Library Director

Wendy Amireh, Supervising Librarian

Audrienne Bridges-Skipper,
Teacher's Aide at PYLUSD

Ethan Ly, Student

Reuben Skipper, Patron & Publicist

Theresa Kintz, Resident

AGENDA

October 5, 2021 @ 3:30 p.m.

1. Welcome

Jo-Anne W. Martin, Board President

2. Introduction

3. Background & History of Teen Programs

Yesenia Baltierra, Assistant Library Director

4. Current Teen Programs

Wendy Amireh, Supervising Librarian

5. Discussion & Development of Goals

Jeanette Contreras, Library Director

- Discuss teen programs and identify program ideas that meet the teens in Placentia, with diversity and inclusion in mind.
- Establish guidelines and processes for future teen programs and activities
- Address committee's concerns and appropriate actions to be taken
- Present committee recommendations to the Board at a future public meeting

4. Actions Summary

Jeanette Contreras, Library Director

5. Agenda Building

6. Next Meeting – November 2, 2021, 3:30 p.m., History Room