



## AGENDA






### PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

Monday, April 18, 2011  
6:30 P.M.  
Meeting Room

*The Vision of the Placentia Library District is to  
inspire exploration, open minds and bring people together.*

The Purpose of the Placentia Library District is to provide services and materials to our ever changing and diverse community.

To accomplish this goal the Library will:

-  Provide a qualified staff to acquire, organize, and maintain a collection of print and non-print materials in an easily accessible facility and assist the public with its use.
-  Provide literacy outreach and services to the community.
-  Provide a special collection to document and preserve Placentia's History and Authors.
-  Present programs and provide technology access to everyone in order to promote reading and lifelong learning.
-  Promote the Library's vision through consistent messages to the public.

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

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

#### CALL TO ORDER

1. Call to Order                      Library Board President

2. Roll Call                              Recorder

3. Adoption of Agenda

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

Presentation:      Library Director

Recommendation:      Adopt by Motion

4. Oral Communications

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

**TRUSTEE & ORGANIZATIONAL REPORTS**

5. Board President Report - oral

*The President makes announcements of general interest to the community and the Library Board of Trustees as well as conducting any ceremonial matters.*

6. Trustee Reports

*The Trustees make announcements of general interest to the community and the Library Board of Trustees, and report on meetings attended on behalf of the Board of Trustees.*

7. Placentia Library Friends Foundation Board of Director's Report (Trustee Turner)

**CONSENT CALENDAR (Items 8 – 26)**

Presentation: Library Director

Recommendation: Approve by Motion

*Items 8 – 26 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 8)**

8. Minutes of the March 23, 2011 Library Board of Trustees Regular Meeting and April 7, 2011 Work Session. (Receive & File and Approve)

**CLAIMS (Items 9 – 12)**

9. Nonstandard Claims in excess of \$300. (Receive & File and Approve)
10. Claims forwarded by the Library Director and Library Trustees. (Receive & File and Approve)
11. Current Claims and Payroll. (Receive & File and Approve)
12. FY2010-2011 Cash Flow Analysis through March 2011; the Schedule of Anticipated Property Tax Revenues for FY 2010-2011 as provided by the Orange County Auditor. (Receive & File).

**TREASURER'S REPORTS (Items 13 – 16)**

13. Financial Reports for March 2011 for Placentia Library District Accounts on Deposit with the Orange County Treasurer. (Receive & File)
14. Balance Sheet for March 2011. (Receive & File)
15. Acquisitions Report for March 2011. (Receive & File)
16. Entrepreneurial Activities Report for March 2011. (Receive & File)

**GENERAL CONSENT REPORTS (Items 17 – 19)**

17. Personnel Report for March 2011. (Receive, File, and Ratify Appointments)
18. Circulation Report for March 2011. (Receive & File)
19. Review of Shared Maintenance Costs with the City of Placentia under the JPA. (Receive & File)

**STAFF REPORTS (Items 20 – 26)**

20. Library Director's Report for March 2011.
21. Library Services Manager's Report for March 2011. (No report due to vacancy)
22. Children's Services Report for March 2011.
23. Literacy / Volunteer Services Report for March 2011.
24. Reference and Adult Services Report for March 2011.
25. Local History Room Report for March 2011.
26. Placentia Library Web Site & Technology Report for March 2011.

**PRESENTATION**

27. Employee of the Quarter Award  
Presentation: President Wood

**DISCUSSION ITEMS**

28. In-House Accounting  
Presentation: Library Director  
Recommendation: Discontinue accounting services with the County of Orange and library staff to perform services in-house.
29. Review and Discuss Updated Infrastructure List for Fiscal Year 2010-2011  
Presentation: Library Director  
Recommendation: Decide whether to move forward with the installation of a partition in the ADA restroom and replacement of sinks and faucets in the staff restrooms.

**CONTINUING BUSINESS**

30. Naming of Children's Library in honor of Gordon & Dixie Shaw  
Presentation: Library Director  
Recommendations: 1) Approve the naming of the Children's Library in honor of Gordon & Dixie Shaw; and  
2) Authorize library staff to coordinate details with the Placentia Library Friends Foundation.
31. Contract Templates  
Presentation: Library Director  
Recommendation: Approve the contract templates as presented with minor changes to be made as necessary to reflect specific projects and vendors.

32. Review of Placentia Library District Policy Series 2300 (Job Descriptions)  
Presentation: Library Director  
Recommendations: 1) Approve changes in the Placentia Library District Policy 2308 – Job Description – Human Resources/Finance Analyst as presented; and,  
  
2) Approve changes in the Placentia Library District Policy 2309 – Job Description – Administrative Assistant as presented; and,  
  
3) Approve changes in the Placentia Library District Policy 2315 – Job Description – Librarian II as presented; and,  
  
4) Approve changes in the Placentia Library District Policy 2317 – Job Description – Librarian I as presented; and,  
  
5) Approve changes in the Placentia Library District Policy 2319 – Job Description – Library Assistant as presented; and,  
  
6) Approve changes in the Placentia Library District Policy 2321 – Job Description – Circulation Supervisor as presented; and,  
  
7) Approve changes in the Placentia Library District Policy 2323 – Job Description – Library Clerk as presented; and,  
  
8) Approve changes in the Placentia Library District Policy 2325 – Job Description – Library Aide as presented; and,  
  
9) Approve changes in the Placentia Library District Policy 2327 – Job Description – Library Page as presented.
33. Fiscal Year 2011-2012 Budget Preview. The Library Board of Trustees will make determinations on revenue, personnel and other expenditure issues for the Fiscal Year 2011-2012 Budget. The Fiscal Year 2011-2012 Budget may be set for Public Hearing.  
Presentation: Library Director  
Recommendations: 1) Determine whether to incorporate the Library Director's recommendations for organizational changes and reclassification of staff positions into the Fiscal Year 2011-2012; and,  
  
2) Determine whether to approve the Library Director's recommendations for a 2% COLA to be reflected in the salary schedule for the Fiscal Year 2011-2012 Budget; and,  
  
3) Approve the Fiscal Year 2011-2012 Budget as presented for a first reading and set it for Public Hearing at the May 16, 2011 Regular Meeting of the Library Board of Trustees.
34. Review the Placentia Library District Policy 6035 – Fines and Fees Schedule and set for Public Hearing.  
Presentation: Library Director  
Recommendations: 1) Determine whether to incorporate the Library Director's recommendations for changes to be effective Fiscal Year 2011-2012; and,  
2) Approve changes to the Placentia Library District Policy 6035 – Fines and Fees Schedule as presented for a first reading and set it for Public Hearing at the May 16, 2011 Regular Meeting of the Library Board of Trustees.

**NEW BUSINESS**

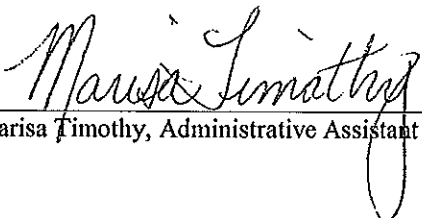
35. Review Proposed Changes to the Orange County Special District Selection Committee Bylaws  
Presentation: Library Director  
Recommendation: Approve Bylaws of the Orange County Special District Selection Committee as presented and authorize the Library Director to submit ballot on behalf of the Placentia Library District.
36. Review Proposed FY 2011-2012 LAFCO Budget  
Presentation: Library Director  
Recommendation: Authorize library staff to submit comments on behalf of the Placentia Library District as communicated at the meeting.
37. Shields Consulting Services for SB90 Reimbursement  
Presentation: Library Director  
Recommendation: Authorize library staff to proceed with procuring Shields Consulting Services to process SB90 Reimbursement for the Placentia Library District.

**ADJOURNMENT**

38. Agenda Preparation for the May Regular Date Meeting which will be held on Monday, May 16, 2011 unless re-scheduled by the Library Board of Trustees.
39. Review of Action Items.  
*No action or discussion shall be taken on any item not appearing on the posted Agenda, unless authorized by law.*
40. Adjourn

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

I, Marisa Timothy, Administrative Assistant of Placentia Library District, hereby certify that the Agenda for the April 18, 2011 Regular Meeting of the Library Board of Trustees of Placentia Library District was posted on April 14, 2011.

  
\_\_\_\_\_  
Marisa Timothy, Administrative Assistant



MINUTES  
PLACENTIA LIBRARY DISTRICT  
REGULAR MEETING OF THE BOARD OF TRUSTEES  
March 23, 2011

**CALL TO ORDER** President Wood called the Regular Meeting of the Placentia Library District (PLD) Board of Trustees to order on March 23, 2011 at 6:33 P.M.

**ROLL CALL** Members Present: President Gaeten Wood, Secretary Richard DeVecchio, Trustee Betty Escobosa, Trustee Al Shkoler, Trustee Jean Turner

**Members Absent:** None

**Others Present:** Library Staff: Library Director Jeanette Contreras, Nadia Dallstream, Fernando Maldonado, Marisa Timothy, Lori Worden; Robert Housley, Linda Hurley of Macias, Gini & O'Connell (arrived at 6:38pm)

**ADOPTION OF AGENDA** It was moved by Trustee Shkoler and seconded by Trustee Turner to adopt the agenda as presented:

AYES:	Wood, DeVecchio, Escobosa, Shkoler, Turner
NOES:	None
ABSTAIN:	None
ABSENT:	None

**ORAL COMMUNICATION**

There was no oral communication made at this time.

**TRUSTEE REPORTS**

President Wood read Thank You notes to the Board from Interim Library Directors Linda Katsouleas and Joanne Hardy. She thanked Library Director Contreras for the meeting agenda format that now includes recommendations and financial information. She attended the Placentia Library Friends Foundation (PLFF) Annual Author's Luncheon as well as a luncheon for Joanne Hardy with management and supervisors. She participated in the Boys & Girls Club of Placentia's St. Patrick Day event. (Item 5)

Secretary DeVecchio had nothing to report.

Trustee Escobosa reported that she attended the PLFF Annual Author's Luncheon as well as a luncheon for Joanne Hardy with management and supervisors.

Trustee Shkoler reported that he attended the PLFF Annual Author's Luncheon as well as a luncheon for Joanne Hardy with management and supervisors. He also attended the PLFF Board meeting.

Trustee Turner reported her attendance at the PLFF Annual Author's Luncheon that she enjoyed. She also participated in the Play Reading at the Library and the PLFF Board meeting. (Item 6)

**PLFF REPORT**

Trustee Turner reported that PLFF is happy with the results of their Annual Author's Luncheon, a total of \$8,500. They are currently making plans for their Annual Meeting that will be held this year prior to the regular Board meeting on Monday, April 11<sup>th</sup> at 5:30 pm. PLFF is ready to take action for honoring Mrs. Dixie Shaw by naming the Children's Department after her

and her husband, Gordon. Library Director Contreras that the details of the project will be presented to the Board at the April meeting. (Item 7)

**CONSENT CALENDAR**

It was moved by Trustee Shkoler and seconded by Trustee Escobosa to approve Agenda Items 8-26.

AYES: Wood, DeVecchio, Escobosa, Shkoler, Turner  
NOES: None  
ABSTAIN: None  
ABSENT: None

**CLAIMS**

Nonstandard Claims in excess of \$300 (Item 9)

Claims forwarded by the Library Director and Library Trustees (Item 10)

Current Claims and Payroll (Item 11)

FY2010-2011 Cash Flow Analysis through February 2011; the Schedule of Anticipated Property Tax

Revenues for FY2010-2011 as provided by the Orange County Auditor (Item 12)

**TREASURER'S REPORT**

Financial Reports for February 2011 for Placentia Library District Accounts on Deposit with the Orange County Treasurer (Item 13)

Balance Sheet for February 2011 (Item 14)

Acquisitions Report for February 2011 (Item 15)

Entrepreneurial Activities Report for February 2011 (Item 16)

**GENERAL CONSENT**

Personnel Report for February 2011 (Item 17)

Circulation Report for February 2011 (Item 18)

Review of Shared Maintenance Costs with the City of Placentia under the JPA (Item 19)

**STAFF REPORTS**

Library Director's Report for February 2011 (Item 20)

Library Services Manager's Report for February 2011 (Item 21)

Children's Services Report for February 2011 (Item 22)

Literacy / Volunteer Services Report for February 2011 (Item 23)

Reference and Adult Services Report for February 2011 (Item 24)

Local History Room Report for February 2011 (Item 25)

Web Site & Technology Report for February 2011 (Item 26)



**NEW  
BUSINESS**

**FISCAL YEAR 2009-  
2010 AUDIT**

Linda Hurley of Macias Gini & O'Connell presented the Fiscal Year 2009-2010 Financial Audit including an Independent Accountant's Report on Agreed-Upon Procedures Applied to Appropriations Limit worksheets with a finding that the limit was not adopted prior to the beginning of the year. A letter designating professional standards was also presented to the Board. In addition, a letter stating discovery of a deficiency in internal control was presented with an explanation that the current use of two accounting systems (County of Orange and QuickBooks) as sources of information for the District's financial statements presents a potential for inaccuracies. Also, this arrangement necessitated a list of accounting corrections that should not have occurred. She recommended that a solution be found to get to one system. She offered to provide guidelines for such an endeavor. Further review and discussions regarding the district's financials took place. It was recognized that management did a good job at monitoring the 'budget to actual' figures in order that there was a positive outcome of additional funds for next fiscal year. President Wood requested that the district's accounting system be discussed at the next meeting. It was moved by Secretary DeVecchio and seconded by Trustee Shkoler to receive and file the Financial Audit for Fiscal year 2009-2010 as presented: (Item 27)

AYES: Wood, DeVecchio, Escobosa, Shkoler, Turner  
NOES: None  
ABSTAIN: None  
ABSENT: None

**CSDA BOARD CALL  
FOR NOMINATIONS**

Library Director Contreras presented information from the California Special Districts Association (CSDA) regarding nominations for Board of Directors for the 2011-2014 term. No interest was expressed by Board Members to seek nomination, thus no action was taken. (Item 28)

**DISCUSSION ITEMS**

**DEFIBRILLATOR AND  
TWO-WAY RADIO**

Per the request of Trustee Escobosa, Library Director Contreras presented information on defibrillator and two way radio devices and the possibility and requirements to have them at the library. After extensive discussion and a proposed motion regarding the information provided, including the required certification for defibrillator use, President Wood initiated a motion to direct staff to develop a more comprehensive program. It was moved by Secretary DeVecchio and seconded by Trustee Escobosa to direct management to create an Emergency Preparedness Program for the Library that includes Emergency and CPR training/certification: (Item 29)

AYES: Wood, DeVecchio, Escobosa, Shkoler, Turner  
NOES: None  
ABSTAIN: None  
ABSENT: None

**CONSULTANT &  
CONTRACTOR  
AGREEMENTS**

Library Director Contreras presented a sample Construction Contract and an Independent contractor Agreement as requested at the February 28, 2011 Board meeting. President Wood asked if sample contracts were available from CSDA and Library Director Contreras stated they were not. There was review and discussion of the sample agreements. It was moved by Secretary DeVecchio and seconded by Trustee Turner to direct management to authorize library staff to discuss and present contract templates to a CSDA attorney for legal opinion and present the legal opinion at a future meeting: (Item 30)

AYES: Wood, DeVecchio, Escobosa, Shkoler, Turner  
NOES: None  
ABSTAIN: None  
ABSENT: None

**REVIEW OF  
REFLOORING PROJECT**

Library Director Contreras lead discussion of reviewing the process of the re-flooring project and the lessons learned from it by recommending that library staff develop a procedure protocol for future construction projects. Board members requested that the following items be included in a project check-list to be presented at a future meeting: obtain a signed contract, do not schedule a project while management staff is on leave, designate a Project Manager, verify insurance, establish a chain of command, and communicate a clear plan to staff. (Item 31)

**INFORMATION  
TECHNOLOGY  
POSITION**

Library Director Contreras explained at the January 7, 2011 All Staff Development Meeting, library staff expressed the need for an onsite Information Technology (IT) staff, and it was one of the top requested items. She presented the need further to include maintaining approximately 80 computers for both the public and staff as well as servers, databases, security software, office applications, web pages, print management systems, and social media resources. A list of possible responsibilities of the IT position was also provided. President Shkoler expressed that he does not agree with the recommendation as most current problems are the result of past neglect. Furthermore, he believes most of the needs are equipment related. He stated that professional assistance is needed for systems management involving highly technical issues that may not require 20 hours a week. Library Director Contreras stated the options for IT assistance that included in-house staff and outsourcing. She offered to explore more options and present her findings at the May Board meeting. (Item 32)

**CONTINUING  
BUSINESS**

**REPORT ON CLOSED  
SESSION**

President Wood reported that at the Closed Session Meeting on March 3, 2011, Claims Administrator Barbara Tyler of Special Districts Risk Management Authority announced that the case involving the front entry door against the District was dismissed. The Board decided to move forward with the replacement of the door. (Item 33)

**CAPITOL  
IMPROVEMENT  
PROJECTS**

Library Director Contreras presented capital improvement items that were identified at the June 21 and October 18, 2010 Board meetings that needed to be prioritized for fiscal year 2010-2011 or considered for fiscal year 2011-2012. The items included automatic door replacement, a new security camera system, and a new computer management. She also provided budget figures for the proposed improvements. Secretary DeVecchio and President Wood stated that additional items were identified and new items have presented such as a partition for the ADA restroom and plumbing issues in the Children's Department. Library Director Contreras recommended that the automatic door replacement be done immediately as it continues to malfunction and cause incidents and patron complaints. It was moved by trustee Tuner and seconded by Trustee Shkoler to authorize staff to collect bids from three companies for the automatic door replacement and present them at the next Board meeting: (Item 34)

AYES: Wood, DeVecchio, Escobosa, Shkoler, Turner  
NOES: None  
ABSTAIN: None  
ABSENT: None

**POST CONSTRUCTION  
CLEANING**

Library Director Contreras presented two previously presented bids for professional post-construction cleaning of the Library to address the fine concrete dust that was spread during the re-flooring project throughout the areas near the library entry including tangential open spaces, the Meeting Room, public restrooms, staff offices and work areas, and the staff lounge. She explained that she spoke with Concrete Construction Company, who was one of the contractors during the re-flooring project and they admitted some fault, yet would not accept full responsibility. Discussion was held regarding options to move forward and the filth of the carpets. Trustee Shkoler recommended a staff clean-up day. President Wood directed staff to pursue professional cleaning with funds to be drawn from the General Fund and then seek compensation from the project contractors. (Item 35)

**CALIFORNIA  
FORWARD SPEAK UP  
DIALOGUE EVENT**

Library Director Contreras provided information on California Forward, an organization whose mission is to create a "smart" government by consolidating local governments, giving more authority to counties and cities to consolidate special districts solely within their jurisdictions. Thus far, the organization has not sought input from special districts. Information on the organizations next event was provided; none of the Board members committed to attend. (Item 36)

**AGENDA  
PREPARATION**

Agenda Preparation for the April Board of Trustees Meeting which will be held on Monday, April 18, 2011 unless re-scheduled by the Library Board of Trustees.

**ADJOURNMENT**

The Regular Meeting of the Board of Trustees of the Placentia Library District on March 23, 2011 adjourned at 8:54 P.M.

**NEXT MEETING**

The next meeting will be on April 18, 2011 at 6:30 P.M.

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Richard DeVecchio  
Secretary  
Library Board of Trustees

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Gaeten Wood  
President  
Library Board of Trustees



MINUTES  
PLACENTIA LIBRARY DISTRICT  
WORK SESSION OF THE BOARD OF TRUSTEES  
April 7, 2011

**CALL TO ORDER**

President Wood called the Work Session of the Placentia Library District Board of Trustees to order on April 7, 2011 at 2:02 P.M.

**ROLL CALL**

Members Present: President Wood, Secretary Richard DeVecchio, Trustee Betty Escobosa, Trustee Al Shkoler, Trustee Jean Turner

**Members Absent: None**

**Others Present:** Library Staff: Library Director Jeanette Contreras, Human Resources/Finance Analyst Yesenia Baltierra, Marisa Timothy, Nadia Dallstream, Fernando Maldonado, Lori Worden

**ADOPTION OF AGENDA**

It was moved by Trustee Shkoler and seconded by Trustee Turner to adopt the agenda as presented:

AYES: Wood, DeVecchio, Escobosa, Shkoler, Turner  
NOES: None  
ABSTAIN: None  
ABSENT: None

**ORAL COMMUNICATION**

No oral communication was made at this time. (Item 4)

**DISCUSSION ITEMS**

**AUTOMATIC DOOR BIDS**

Library Director Contreras presented four bids for the replacement of the automatic doors as directed at the March 23, 2011 Board meeting. She recommended that the bid be awarded to Capitol Door Service as they are the contractors for the Orange County Library System and good references were received on them. Members commented on the hand-written edits on the contract presented and requested that they be clarified and type-corrected. Also, President Wood questioned the manner in which the bids were collected; that a Request for Proposals was not prepared and a District Contract was not created. Discussion was held regarding action being necessary because of the current malfunctioning of the doors and multiple complaints received. Trustee Shkoler suggested moving forward with a bid after legal review in order to expedite the door replacement. It was moved by Trustee Shkoler and seconded by Trustee Escobosa to authorize the Library Director to sign capitol Door Services contract after legal review: (Item 5)

AYES: Wood, DeVecchio, Escobosa, Shkoler, Turner  
NOES: None  
ABSTAIN: None  
ABSENT: None

**POST CONSTRUCTION CLEANING BIDS**

Library Director Contreras presented two previously presented bids for professional post-construction cleaning of the Library to address the fine concrete dust that was spread during the re-flooring project throughout the areas near the library entry including tangential open spaces, the Meeting Room, public restrooms, staff offices and work areas, and the staff lounge. Trustee Shkoler recommended that the Facility Maintenance Technician do some of the work in order to defray the cost of professional

cleaning. President Wood asked if duct cleaning was included in the bids and it was confirmed that it was not, yet recommended. President Wood directed staff to move forward with the cleaning to be done by both staff and professional cleaners as well as obtain bids for duct cleaning. (Item 6)

**FY 2011-2012  
BUDGET**

Library Director Contreras presented preliminary budget figures for the upcoming 2011-2012 fiscal year. The figures were based on a flat Property Tax increase, a conservative approach to the estimated 1% increase by the County of Orange. Staffing changes were recommended that included upgrading some positions to full-time and new hires. She also recommended that the Library Services Manager position remain vacant. Capital improvement projects are to be plumbing system replacement, card key access for the public restrooms, and a security camera system. Also, twenty thousand dollars is to be committed to public computer replacements. A substantial funding increase is to be dedicated to the library collection and a new budget figure of ten thousand dollars is to be committed to library programs. A total of \$11 thousand dollars is to be committed to training for staff, administration, and the Board. A proposed salary scale was also discussed that indicated no cost of living increase (COLA) while maintaining merit increases. Department budget worksheets were also provided. Proposed changes to the Fines & Fees Schedule were also presented. (Item 7)

**ADJOURNMENT**

The Work Session of the Board of Trustees of the Placentia Library District on April 7, 2011 adjourned at 3:37 P.M.

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Richard DeVecchio  
Secretary  
Library Board of Trustees

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Gaeten Wood  
President  
Library Board of Trustees



## PLACENTIA LIBRARY BOARD MEETING CALENDAR

January 2011 – December 2011

MONTH	DATE	TIME	LOCATION
January	17	6:30 p.m.	Meeting Room
February	28	6:30 p.m.	Meeting Room
March	23	6:30 p.m.	History Room
April	18	6:30 p.m.	Meeting Room
May	16	6:30 p.m.	Meeting Room
June	20	6:30 p.m.	Meeting Room
July	18	6:30 p.m.	Meeting Room
August	15	6:30 p.m.	Meeting Room
September	19	6:30 p.m.	Meeting Room
October	17	6:30 p.m.	Meeting Room
November	21	6:30 p.m.	Meeting Room
December	19	6:30 p.m.	Meeting Room





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**PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES**

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**TO:** Jeanette Contreras, Library Director  
**FROM:** Marisa Timothy, Administrative Assistant  
**SUBJECT:** Summary of Non-standard Claims for February 2011  
**DATE:** April 18, 2011

TYPE	DATE	CLAIM #	AMOUNT
<i>NONE</i>			

**TOTAL      \$0**



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**PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES**

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**TO:** Jeanette Contreras, Library Director  
**FROM:** Marisa Timothy, Administrative Assistant  
**SUBJECT:** Summary of Claims Forwarded by the Library Director & Trustees  
**DATE:** April 18, 2011

TYPE	DATE	CLAIM#	AMOUNT
FUND 707	03/04/11	5381	\$4,788.43
		<b>TOTAL</b>	<b>\$4,788.43</b>



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**PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES**

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**TO:** Jeanette Contreras, Library Director  
**FROM:** Marisa Timothy, Administrative Assistant  
**SUBJECT:** Current Claims and Payroll  
**DATE:** April 18, 2011

**Current Claims**

TYPE	DATE	CLAIM #	AMOUNT
707	04/18/11	5382	\$ 2,925.09
707	04/18/11	5383	\$ 2,055.33
707	04/18/11	5384	\$ 1,378.45
707	04/18/11	5385	\$ 2,309.25
707	04/18/11	5386	\$ 1,844.82
707	04/18/11	5387	\$ 3,359.58
707	04/18/11	5388	\$ 2,601.82
707	04/18/11	5389	\$ 4,682.52
707	04/18/11	5390	\$ 811.67
707	04/18/11	5391	\$ 37,904.59
707	04/18/11	5392	\$ 12,721.33

*Subtotal for Claims* \$72,594.45

**Payroll**

On Demand Wire	05/13/11	25	\$40,000.00
	05/27/11	26	\$40,000.00

*Subtotal for Payroll* \$80,000.00

**TOTAL  
CURRENT CLAIMS &  
PAYROLL** \$152,594.45

LOCALLY GOVERNED DISTRICT  
CLAIMS TRANSMITTED FOR PAYMENT

DATE: 04/18/11  
REPORT NO: 5382

The County Auditor is authorized to draw these checks from:

Placentia Library District  
411 E Chapman Ave  
Placentia, CA 92870

FUND: 707  
DEPT: V700  
BUDGET CONTROL: 707  
UNIT: 0900

APPROVED CLAIMS						AC'S USE ONLY	
Vendor Code Payee Name and Address	DATE INVOICE #	OBJT REV/ BS ACCT	DEPT OBJT	REPT CATG	AMOUNT	DOC NUMBER	SC
VC0604 The H.W. Wilson Company 950 University Avenue Bronx, NY 10452-4297	02-16-11 58580247	2400	0760		\$187.00		
VC5168 Center Point Large Print 600 Brooks Road PO Box 1 Thorndike, ME 04986-0001	03-01-11 912378	2400	0760		\$128.82		
VC4960-2 Ingram Library Services P.O. Box 502779 St. Louis, MO 63150-2779	03-07-11 57660175	2400	0760		\$26.85		
	03-09-11 57745296	2400	0760		\$28.85		
					\$55.70		
VC0615-2 Random House Dept 0919 PO Box 120001 Dallas TX 75312-0919	03-11-11 1081145637	2400	0760		\$38.88		
	03-15-11 1081169371	2400	0760		\$34.76		
	03-18-11 1081205063	2400	0760		\$26.60		
	03-24-11 1081241480	2400	0760		\$112.56		
					\$212.80		
VC4218-4 Baker & Taylor Books PO Box 277930 Atlanta GA 30384-7930	01-26-11 4009698060	2400	0760		\$10.55		
	01-26-11 4009698061	2400	0760		\$18.73		
	01-26-11 4009698062	2400	0760		\$693.75		
	01-26-11 4009698063	2400	0760		\$211.67		
	01-26-11 4009698064	2400	0760		\$576.62		
	01-26-11 4009698065	2400	0760		\$25.52		
	01-26-11 4009698066	2400	0760		\$238.06		
	01-26-11 4009698067	2400	0760		\$506.50		
	01-26-11 4009698068	2400	0760		\$59.37		
					\$2,340.77		
<b>TOTAL REMITTANCE:</b>					\$2,925.09		
The claims listed above (totaling \$2,925.09) are approved for payment pursuant to an order entered in the Minutes of the Board of Directors of this District and I certify that the payees named who are described in Government Code Section 3101 have taken the oath or affirmation required by Government Code Section 3102.							

Approved by

Countersigned by

Attested and/or countersigned by

Page Total:

LOCALLY GOVERNED DISTRICT  
CLAIMS TRANSMITTED FOR PAYMENT

DATE: 04/18/11  
REPORT NO: 5383

The County Auditor is authorized to draw these checks from:

Placentia Library District  
411 E Chapman Ave  
Placentia, CA 92870

FUND: 707  
DEPT: V700  
BUDGET CONTROL: 707  
UNIT: 0900

APPROVED CLAIMS						AC'S USE ONLY	
Vendor Code Payee Name and Address	DATE INVOICE #	OBJT REV/ BS ACCT	DEPT OBJT	REPT CATG	AMOUNT	DOC NUMBER	SC
VC4218-4 Baker & Taylor Books PO Box 277930 Atlanta GA 30384-7930	01-26-11	2400	0760		\$136.79		
	01-31-11	4009698069	2400	0760	\$98.37		
	01-31-11	4009711569	2400	0760	\$214.24		
		4009712296	2400	0760	\$17.59		
	02-03-11	4009701228	2400	0760	\$21.32		
	02-03-11	4009701229	2400	0760	\$14.62		
	02-03-11	4009701230	2400	0760	\$41.97		
	02-03-11	4009701231	2400	0760	\$47.30		
	02-03-11	4009701232	2400	0760	\$14.62		
	02-03-11	4009701233	2400	0760	\$28.59		
	02-03-11	4009701234	2400	0760	\$42.71		
	02-03-11	4009701235	2400	0760	\$12.08		
	02-03-11	4009701236	2400	0760	\$68.04		
	02-07-11	4009701237	2400	0760	\$34.98		
	02-09-11	4009718957	2400	0760	\$43.50		
	02-11-11	W260462DM	2400	0760	\$205.62		
	02-11-11	4009711574	2400	0760	\$384.83		
	02-11-11	4009711575	2400	0760	\$457.11		
	02-11-11	4009711576	2400	0760	\$82.92		
	02-11-11	4009711577	2400	0760	\$27.86		
02-11-11	4009710890	2400	0760	\$23.72			
02-11-11	4009710891	2400	0760	\$36.55			
02-11-11	4009710892	2400	0760	\$2,055.33			
<b>TOTAL REMITTANCE:</b>					\$2,055.33		

The claims listed above (totaling \$2,055.33) are approved for payment pursuant to an order entered in the Minutes of the Board of Directors of this District and I certify that the payees named who are described in Government Code Section 3101 have taken the oath or affirmation required by Government Code Section 3102.

Approved by \_\_\_\_\_

Countersigned by \_\_\_\_\_

Attested and/or countersigned by \_\_\_\_\_

Page Total:

LOCALLY GOVERNED DISTRICT  
CLAIMS TRANSMITTED FOR PAYMENT

DATE: 04/18/11  
REPORT NO: 5384

The County Auditor is authorized to draw these checks from:

Placentia Library District  
411 E Chapman Ave  
Placentia, CA 92870

FUND: 707  
DEPT: V700  
BUDGET CONTROL: 707  
UNIT: 0900

APPROVED CLAIMS						AC'S USE ONLY	
Vendor Code Payee Name and Address	DATE INVOICE #	OBJT REV/ BS ACCT	DEPT OBJT	REPT CATG	AMOUNT	DOC NUMBER	SC
VC4218-4 Baker & Taylor Books PO Box 277930 Atlanta GA 30384-7930	02-11-11	4009710893	2400	0760	\$14.62		
	02-11-11	4009710894	2400	0760	\$21.13		
	02-11-11	4009710895	2400	0760	\$18.74		
	02-11-11	4009710896	2400	0760	\$145.91		
	02-11-11	4009710897	2400	0760	\$55.02		
	02-11-11	4009710898	2400	0760	\$25.06		
	02-11-11	4009710899	2400	0760	\$56.17		
	02-11-11	4009710900	2400	0760	\$33.33		
	02-11-11	4009710901	2400	0760	\$16.53		
	02-11-11	4009710902	2400	0760	\$30.13		
	02-11-11	4009710903	2400	0760	\$59.73		
	02-11-11	4009712551	2400	0760	\$11.20		
	02-11-11	4009712552	2400	0760	\$23.09		
	02-11-11	4009712553	2400	0760	\$161.61		
	02-14-11	4009725952	2400	0760	\$30.42		
	02-14-11	4009712594	2400	0760	\$383.26		
	02-14-11	4009712360	2400	0760	\$22.23		
	02-14-11	4009712361	2400	0760	\$8.41		
	02-14-11	4009712362	2400	0760	\$100.84		
	02-14-11	4009712363	2400	0760	\$14.62		
	02-14-11	4009712364	2400	0760	\$41.94		
	02-14-11	4009712365	2400	0760	\$104.46		
	<b>TOTAL REMITTANCE:</b>					\$1,378.45	

The claims listed above (totaling \$1,378.45) are approved for payment pursuant to an order entered in the Minutes of the Board of Directors of this District and I certify that the payees named who are described in Government Code Section 3101 have taken the oath or affirmation required by Government Code Section 3102.

Approved by \_\_\_\_\_

Countersigned by \_\_\_\_\_

Attested and/or countersigned by \_\_\_\_\_



LOCALLY GOVERNED DISTRICT  
CLAIMS TRANSMITTED FOR PAYMENT

DATE: 04/18/11  
REPORT NO: 5385

The County Auditor is authorized to draw these checks from:

Placentia Library District  
411 E Chapman Ave  
Placentia, CA 92870

FUND: 707  
DEPT: V700  
BUDGET CONTROL: 707  
UNIT: 0900

APPROVED CLAIMS						AC'S USE ONLY	
Vendor Code Payee Name and Address	DATE INVOICE #	OBJT REV/ BS ACCT	DEPT OBJT	REPT CATG	AMOUNT	DOC NUMBER	SC
VC4218-4 Baker & Taylor Books PO Box 277930 Atlanta GA 30384-7930	02-14-11	4009712366	2400	0760	\$333.51		
	02-14-11	4009712367	2400	0760	\$525.13		
	02-15-11	4009726769	2400	0760	\$385.20		
	02-15-11	4009712678	2400	0760	\$101.11		
	02-16-11	4009718822	2400	0760	\$23.57		
	02-16-11	4009718823	2400	0760	\$45.19		
	02-16-11	4009718824	2400	0760	\$12.08		
	02-16-11	4009718825	2400	0760	\$20.35		
	02-16-11	4009718826	2400	0760	\$115.55		
	02-16-11	4009718827	2400	0760	\$68.34		
	02-16-11	4009718828	2400	0760	\$52.04		
	02-16-11	4009718829	2400	0760	\$41.53		
	02-16-11	4009718830	2400	0760	\$32.96		
	02-16-11	4009718831	2400	0760	\$128.66		
	02-16-11	4009718832	2400	0760	\$30.51		
	02-16-11	4009718833	2400	0760	\$101.61		
	02-16-11	4009718834	2400	0760	\$21.60		
	02-16-11	4009718835	2400	0760	\$16.51		
	02-16-11	4009718836	2400	0760	\$13.34		
	02-16-11	4009718837	2400	0760	\$50.55		
	02-16-11	4009718838	2400	0760	\$115.72		
	02-21-11	4009733474	2400	0760	\$74.19		
						\$2,309.25	
<b>TOTAL REMITTANCE:</b>					\$2,309.25		

The claims listed above (totaling \$2,309.25) are approved for payment pursuant to an order entered in the Minutes of the Board of Directors of this District and I certify that the payees named who are described in Government Code Section 3101 have taken the oath or affirmation required by Government Code Section 3102.

Approved by \_\_\_\_\_

Countersigned by \_\_\_\_\_

Attested and/or countersigned by \_\_\_\_\_

LOCALLY GOVERNED DISTRICT  
CLAIMS TRANSMITTED FOR PAYMENT

DATE: 04/18/11  
REPORT NO: 5386

The County Auditor is authorized to draw these checks from:

Placentia Library District  
411 E Chapman Ave  
Placentia, CA 92870

FUND: 707  
DEPT: V700  
BUDGET CONTROL: 707  
UNIT: 0900

APPROVED CLAIMS						AC'S USE ONLY	
Vendor Code Payee Name and Address	DATE INVOICE #	OBJT REV/ BS ACCT	DEPT OBJT	REPT CATG	AMOUNT	DOC NUMBER	SC
VC4218-4 Baker & Taylor Books PO Box 277930 Atlanta GA 30384-7930	02-21-11	2400	0760				
	4009713438				\$35.31		
	02-28-11	2400	0760				
	4009740806				\$63.50		
	03-01-11	2400	0760				
	4009725840				\$35.69		
	03-01-11	2400	0760				
	4009725841				\$19.68		
	03-01-11	2400	0760				
	4009725842				\$21.94		
	03-01-11	2400	0760				
	4009725843				\$41.94		
	03-01-11	2400	0760				
	4009725844				\$24.87		
	03-01-11	2400	0760				
	4009725845				\$18.57		
	03-01-11	2400	0760				
	4009725846				\$95.18		
	03-01-11	2400	0760				
	4009725847				\$15.25		
03-01-11	2400	0760					
4009725848				\$81.95			
03-01-11	2400	0760					
4009725849				\$39.43			
03-01-11	2400	0760					
4009725850				\$61.30			
03-01-11	2400	0760					
4009725851				\$17.84			
03-01-11	2400	0760					
4009725852				\$78.17			
03-01-11	2400	0760					
4009725853				\$150.14			
03-01-11	2400	0760					
4009725854				\$335.84			
03-01-11	2400	0760					
4009725855				\$616.16			
03-02-11	2400	0760					
4009726802				\$20.44			
03-02-11	2400	0760					
4009726803				\$12.52			
03-02-11	2400	0760					
4009726804				\$39.42			
03-02-11	2400	0760					
4009726805				\$19.68			
					\$1,844.82		
<b>TOTAL REMITTANCE:</b>					\$1,844.82		

The claims listed above (totaling \$1,844.82) are approved for payment pursuant to an order entered in the Minutes of the Board of Directors of this District and I certify that the payees named who are described in Government Code Section 3101 have taken the oath or affirmation required by Government Code Section 3102.

Approved by \_\_\_\_\_ Countersigned by \_\_\_\_\_ Attested and/or countersigned by \_\_\_\_\_

LOCALLY GOVERNED DISTRICT  
CLAIMS TRANSMITTED FOR PAYMENT

DATE: 04/18/11  
REPORT NO: 5387

The County Auditor is authorized to draw these checks from:

Placentia Library District  
411 E Chapman Ave  
Placentia, CA 92870

FUND: 707  
DEPT: V700  
BUDGET CONTROL: 707  
UNIT: 0900

APPROVED CLAIMS						AC'S USE ONLY	
Vendor Code Payee Name and Address	DATE INVOICE #	OBJT REV/ BS ACCT	DEPT OBJT	REPT CATG	AMOUNT	DOC NUMBER	SC
VC4218-4 Baker & Taylor Books PO Box 277930 Atlanta GA 30384-7930	03-02-11	2400	0760				
	4009726806				\$22.86		
	03-02-11	2400	0760				
	4009726807				\$13.98		
	03-02-11	2400	0760				
	4009726808				\$289.70		
	03-02-11	2400	0760				
	4009726809				\$466.32		
	03-02-11	2400	0760				
	4009726810				\$356.49		
	03-02-11	2400	0760				
	4009726811				\$526.30		
	03-02-11	2400	0760				
	4009726812				\$35.64		
	03-02-11	2400	0760				
	4009726813				\$400.46		
	03-02-11	2400	0760				
	4009726814				\$25.08		
	03-02-11	2400	0760				
	4009726815				\$13.98		
03-07-11	2400	0760					
4009748391				\$585.50			
03-08-11	2400	0760					
4009737298				\$33.05			
03-08-11	2400	0760					
4009737299				\$17.17			
03-08-11	2400	0760					
4009737300				\$13.98			
03-08-11	2400	0760					
4009737301				\$81.34			
03-08-11	2400	0760					
4009737302				\$98.84			
03-08-11	2400	0760					
4009737303				\$123.11			
03-08-11	2400	0760					
4009737304				\$13.34			
03-08-11	2400	0760					
4009737305				\$18.76			
03-08-11	2400	0760					
4009737306				\$189.48			
03-08-11	2400	0760					
4009737307				\$19.60			
03-08-11	2400	0760					
4009737308				\$14.60			
					\$3,359.58		
<b>TOTAL REMITTANCE:</b>					\$3,359.58		

The claims listed above (totaling \$3,359.58) are approved for payment pursuant to an order entered in the Minutes of the Board of Directors of this District and I certify that the payees named who are described in Government Code Section 3101 have taken the oath or affirmation required by Government Code Section 3102.

Approved by \_\_\_\_\_

Countersigned by \_\_\_\_\_

Attested and/or countersigned by \_\_\_\_\_

Page Total:

LOCALLY GOVERNED DISTRICT  
CLAIMS TRANSMITTED FOR PAYMENT

DATE: 04/18/11  
REPORT NO: 5388

The County Auditor is authorized to draw these checks from:

Placentia Library District  
411 E Chapman Ave  
Placentia, CA 92870

FUND: 707  
DEPT: V700  
BUDGET CONTROL: 707  
UNIT: 0900

APPROVED CLAIMS						AC'S USE ONLY	
Vendor Code Payee Name and Address	DATE INVOICE #	OBJT REV/ BS ACCT	DEPT OBJT	REPT CATG	AMOUNT	DOC NUMBER	SC
VC4218-4 Baker & Taylor Books PO Box 277930 Atlanta GA 30384-7930	03-08-11	2400	0760		\$41.29		
	4009737309	2400	0760		\$121.38		
	03-08-11	2400	0760		\$20.73		
	4009737311	2400	0760		\$36.12		
	03-08-11	2400	0760		\$23.96		
	4009737312	2400	0760		\$36.12		
	03-08-11	2400	0760		\$45.19		
	4009737313	2400	0760		\$77.72		
	03-08-11	2400	0760		\$78.48		
	4009737314	2400	0760		\$18.73		
	03-08-11	2400	0760		\$19.04		
	4009737315	2400	0760		\$13.98		
	03-08-11	2400	0760		\$242.13		
	4009737316	2400	0760		\$64.35		
	03-08-11	2400	0760		\$69.05		
	4009737317	2400	0760		\$31.85		
	03-08-11	2400	0760		\$502.31		
	4009737318	2400	0760		\$145.83		
	03-08-11	2400	0760		\$350.64		
	4009737319	2400	0760		\$587.25		
	03-08-11	2400	0760		\$36.50		
	4009737320	2400	0760		\$39.17		
	03-08-11	2400	0760		\$2,601.82		
<b>TOTAL REMITTANCE:</b>					\$2,601.82		

The claims listed above (totaling \$2,601.82) are approved for payment pursuant to an order entered in the Minutes of the Board of Directors of this District and I certify that the payees named who are described in Government Code Section 3101 have taken the oath or affirmation required by Government Code Section 3102.

Approved by \_\_\_\_\_

Countersigned by \_\_\_\_\_

Attested and/or countersigned by \_\_\_\_\_

LOCALLY GOVERNED DISTRICT  
CLAIMS TRANSMITTED FOR PAYMENT

DATE: 04/18/11  
REPORT NO: 5389

The County Auditor is authorized to draw these checks from:

Placentia Library District  
411 E Chapman Ave  
Placentia, CA 92870

FUND: 707  
DEPT: V700  
BUDGET CONTROL: 707  
UNIT: 0900

APPROVED CLAIMS						AC'S USE ONLY	
Vendor Code Payee Name and Address	DATE INVOICE #	OBJT REV/ BS ACCT	DEPT OBJT	REPT CATG	AMOUNT	DOC NUMBER	SC
VC4218-4 Baker & Taylor Books PO Box 277930 Atlanta GA 30384-7930	03-16-11	2400	0760		\$16.51		
	03-16-11	4009748231	2400	0760	\$42.58		
	03-16-11	4009748232	2400	0760	\$123.35		
	03-16-11	4009748233	2400	0760	\$16.48		
	03-16-11	4009748234	2400	0760	\$117.55		
	03-16-11	4009748236	2400	0760	\$31.18		
	03-16-11	4009748237	2400	0760	\$54.90		
	03-16-11	4009748238	2400	0760	\$29.19		
	03-16-11	4009748239	2400	0760	\$19.60		
	03-18-11	4009748240	2400	0760	\$117.49		
	03-18-11	4009748438	2400	0760	\$157.71		
	03-18-11	4009748439	2400	0760	\$313.55		
	03-18-11	4009748440	2400	0760	\$581.74		
	03-18-11	4009748441	2400	0760	\$560.80		
	03-18-11	4009748442	2400	0760	\$664.40		
	03-18-11	4009748443	2400	0760	\$112.65		
	03-18-11	4009748444	2400	0760	\$203.89		
	03-18-11	4009748445	2400	0760	\$298.51		
	03-21-11	4009748446	2400	0760	\$142.46		
	03-22-11	4009763660	2400	0760	\$14.62		
	03-23-11	4009755660	2400	0760	\$92.50		
	03-23-11	4009755743	2400	0760	\$970.86		
		4009755744			\$4,682.52		
<b>TOTAL REMITTANCE:</b>					\$4,682.52		

The claims listed above (totaling \$4,682.52) are approved for payment pursuant to an order entered in the Minutes of the Board of Directors of this District and I certify that the payees named who are described in Government Code Section 3101 have taken the oath or affirmation required by Government Code Section 3102.

Approved by \_\_\_\_\_

Countersigned by \_\_\_\_\_

Attested and/or countersigned by \_\_\_\_\_

Page Total:

LOCALLY GOVERNED DISTRICT  
CLAIMS TRANSMITTED FOR PAYMENT

DATE: 04/18/11  
REPORT NO: 5390

The County Auditor is authorized to draw these checks from:

Placentia Library District  
411 E Chapman Ave  
Placentia, CA 92870

FUND: 707  
DEPT: V700  
BUDGET CONTROL: 707  
UNIT: 0900

APPROVED CLAIMS						AC'S USE ONLY	
Vendor Code	DATE	OBJT	DEPT	REPT	AMOUNT	DOC	SC
Payee Name and Address	INVOICE #	REV/ BS ACCT	OBJT	CATG			
VC4218-4 Baker & Taylor Books PO Box 277930 Atlanta GA 30384-7930	03-23-11	2400	0760				
	4009755745				\$78.21		
	03-15-11	2400	0760				
	W62481070				\$18.90		
	03-15-11	2400	0760				
	W62772650				\$13.27		
	03-15-11	2400	0760				
	W62876890				\$21.32		
	03-15-11	2400	0760				
	W62105010				\$18.10		
	03-15-11	2400	0760				
	W62772640				\$13.27		
	03-15-11	2400	0760				
W62328410				\$14.08			
03-22-11	2400	0760					
W63334340				\$12.47			
03-28-11	2400	0760					
W63640800				\$250.97			
03-28-11	2400	0760					
W63640480				\$336.08			
03-28-11	2400	0760					
W63691040				\$35.00			
					\$811.67		
<b>TOTAL REMITTANCE:</b>					\$811.67		
The claims listed above (totaling \$811.67) are approved for payment pursuant to an order entered in the Minutes of the Board of Directors of this District and I certify that the payees named who are described in Government Code Section 3101 have taken the oath or affirmation required by Government Code Section 3102.							

Approved by \_\_\_\_\_

Countersigned by \_\_\_\_\_

Attested and/or countersigned by \_\_\_\_\_

Page Total:

LOCALLY GOVERNED DISTRICT  
CLAIMS TRANSMITTED FOR PAYMENT

DATE: 04/18/11  
REPORT NO: 5391

The County Auditor is authorized to draw these checks from:

Placentia Library District  
411 E Chapman Ave  
Placentia, CA 92870

FUND: 707  
DEPT: V700  
BUDGET CONTROL: 707  
UNIT: 0900

APPROVED CLAIMS						AC'S USE ONLY	
Vendor Code Payee Name and Address	DATE INVOICE #	OBJT REV/ BS ACCT	DEPT OBJT	REPT CATG	AMOUNT	DOC NUMBER	SC
VC7184 City of Anaheim P.O. Box 3222 Anaheim, CA 92805	04-06-11 L1000126	1900	0737		\$35,021.49		
VC4829 Hoang Computer Services 6765 Westminster Bl. Ste C-PMB 103 Westminster, CA 92683	03-21-11 00591	1900	0739		\$200.00		
VC2658-1 Signature Designs 101 S Kraemer Blvd Ste 203 Placentia CA 92870	04-01-11 6980	1900	0739		\$112.50		
VC10036 Faronics Technologies USA Inc. 2411 Old Crow Canyon Road, Suite 170 San Ramon, CA 94583	03-22-11 INUS0104973	1300			\$116.21		
N27842 Shields Consulting Group Inc. 1536 36th Street Sacramento, CA 95816	03-15-11 1011-1	1900	0742		\$71.37		
VC7820 Robert Housley 4085 Larwin Avenue Cypress, CA 90630	04-07-11 2011-13PLD	1900	0742		\$1,852.65		
VC0059-4 Pitney Bowes Purchase Power PO Box 371874 Pittsburgh, PA 15250-7874	03-24-11 8000-9000-0652-5830	1803			\$471.92		
VC4591 Gaylord Bros., Inc. P. O. Box 4901 Syracuse, NY 13221-4901	03-30-11 1543796	1800	0725		\$58.45		
<b>TOTAL REMITTANCE:</b>					\$37,904.59		

The claims listed above (totaling \$37,904.59) are approved for payment pursuant to an order entered in the Minutes of the Board of Directors of this District and I certify that the payees named who are described in Government Code Section 3101 have taken the oath or affirmation required by Government Code Section 3102.

Approved by \_\_\_\_\_

Countersigned by \_\_\_\_\_

Attested and/or countersigned by \_\_\_\_\_

Page Total:

LOCALLY GOVERNED DISTRICT  
CLAIMS TRANSMITTED FOR PAYMENT

DATE: 04/18/11  
REPORT NO: 5392

The County Auditor is authorized to draw these checks from:

Placentia Library District  
411 E Chapman Ave  
Placentia, CA 92870

FUND: 707  
DEPT: V700  
BUDGET CONTROL: 707  
UNIT: 0900

APPROVED CLAIMS						AC'S USE ONLY	
Vendor Code Payee Name and Address	DATE INVOICE #	OBJT REV/ BS ACCT	DEPT OBJT	REPT CATG	AMOUNT	DOC NUMBER	SC
VC5048 Special District Risk Management 1112 I Street, Suite 300 Sacramento, CA 95814-2865	04-05-11 0007620-IN	0306			\$10,175.34		
VC6798 Anthem Blue Cross L and H PO Box 54010 Los Angeles, CA 90054-0010	03-31-11 637A75490	0308			\$324.00		
VC4802-4 Office Depot PO Box 70025 Los Angeles CA 90074-0025	03-15-11 555734559001	1800	0725		\$147.68		
	03-22-11 556564198001	1800	0725		\$284.44		
	03-23-11 556563848001	1800	0725		\$326.23		
	03-30-11 557489796001	1800	0725		\$572.64		
					\$1,330.99		
VC8490 Automatic Storefront Service E-Z Automated Systems 4450 Schaefer Avenue Chino, CA 91710	03-29-11 0101173-IN	1400	1717		\$157.00		
VC6873-1 Bear State Air Conditioning 3548 Enterprise Dr. Anaheim, CA 92807-1640	04-05-11 10-5-5895	1400	0710		\$160.00		
VC5233-2 AT&T PO Box 989048 West Sacramento, CA 95798-9048	04-02-11 000002261538	0700	0700		\$98.87		
	04-02-11 000002261538	0700	0701		\$283.49		
					\$382.36		
VC0089-10 Placentia Disposal #676 PO Box 78829 Phoenix, AZ 85062-8829	03-21-11 0676-000712637	1001			\$41.64		
	03-31-11 0676-000738442	1001			\$150.00		
					\$191.64		
<b>TOTAL REMITTANCE:</b>					\$12,721.33		

The claims listed above (totaling \$12,721.33) are approved for payment pursuant to an order entered in the Minutes of the Board of Directors of this District and I certify that the payees named who are described in Government Code Section 3101 have taken the oath or affirmation required by Government Code Section 3102.

Approved by \_\_\_\_\_

Countersigned by \_\_\_\_\_

Attested and/or countersigned by \_\_\_\_\_

Page Total:



LOCALLY GOVERNED DISTRICT  
CLAIMS TRANSMITTED FOR PAYMENT

DATE: 04/18/11  
REPORT NO: 25

The County Auditor is authorized to draw these checks from:

Placentia Library District  
411 E Chapman Ave  
Placentia, CA 92870

FUND: 707  
DEPT: V700  
BUDGET CONTROL: 707  
UNIT: 0900

\*Process on the date specified.

APPROVED CLAIMS						AC'S USE ONLY	
Vendor Code Payee Name and Address	DATE INVOICE #	OBJT REV/ BS ACCT	DEPT OBJT	REPT CATG	AMOUNT	DOC NUMBER	SC
VC6532 Placentia Library District 411 E. Chapman Ave Placentia, CA 92870	*05-13-11 Payroll #25	0100			\$ 40,000.00		
<b>TOTAL REMITTANCE:</b>					\$ 40,000.00		
<p>The claims listed above (totaling \$40,000.00) are approved for payment pursuant to an order entered in the Minutes of the Board of Directors of this District and I certify that the payees named who are described in Government Code Section 3101 have taken the oath or affirmation required by Government Code Section 3102.</p>							

Approved by \_\_\_\_\_

Countersigned by \_\_\_\_\_

Attested and/or countersigned by \_\_\_\_\_

Page Total:

LOCALLY GOVERNED DISTRICT  
CLAIMS TRANSMITTED FOR PAYMENT

DATE: 04/18/11  
REPORT NO: 26

The County Auditor is authorized to draw these checks from:

Placentia Library District  
411 E Chapman Ave  
Placentia, CA 92870

FUND: 707  
DEPT: V700  
BUDGET CONTROL: 707  
UNIT: 0900

\*Process on the date specified.

APPROVED CLAIMS						AC'S USE ONLY	
Vendor Code Payee Name and Address	- DATE INVOICE #	OBJT REV/ BS ACCT	DEPT OBJT	REPT CATG	AMOUNT	DOC NUMBER	SC
VC6532 Placentia Library District 411 E. Chapman Ave Placentia, CA 92870	*05-27-11 Payroll #26	0100			\$ 40,000.00		
<b>TOTAL REMITTANCE:</b>						\$ 40,000.00	
<p>The claims listed above (totaling \$40,000.00) are approved for payment pursuant to an order entered in the Minutes of the Board of Directors of this District and I certify that the payees named who are described in Government Code Section 3101 have taken the oath or affirmation required by Government Code Section 3102.</p>							

Approved by \_\_\_\_\_

Countersigned by \_\_\_\_\_

Attested and/or countersigned by \_\_\_\_\_

Page Total:





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**PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES**

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**TO:** Library Board of Trustees

**FROM:** Jeanette Contreras, Library Director


**SUBJECT:** Financial Reports through March 2011 for the Placentia Library District Accounts on Deposit with the Orange County Treasurer and the Placentia Library District General Ledger

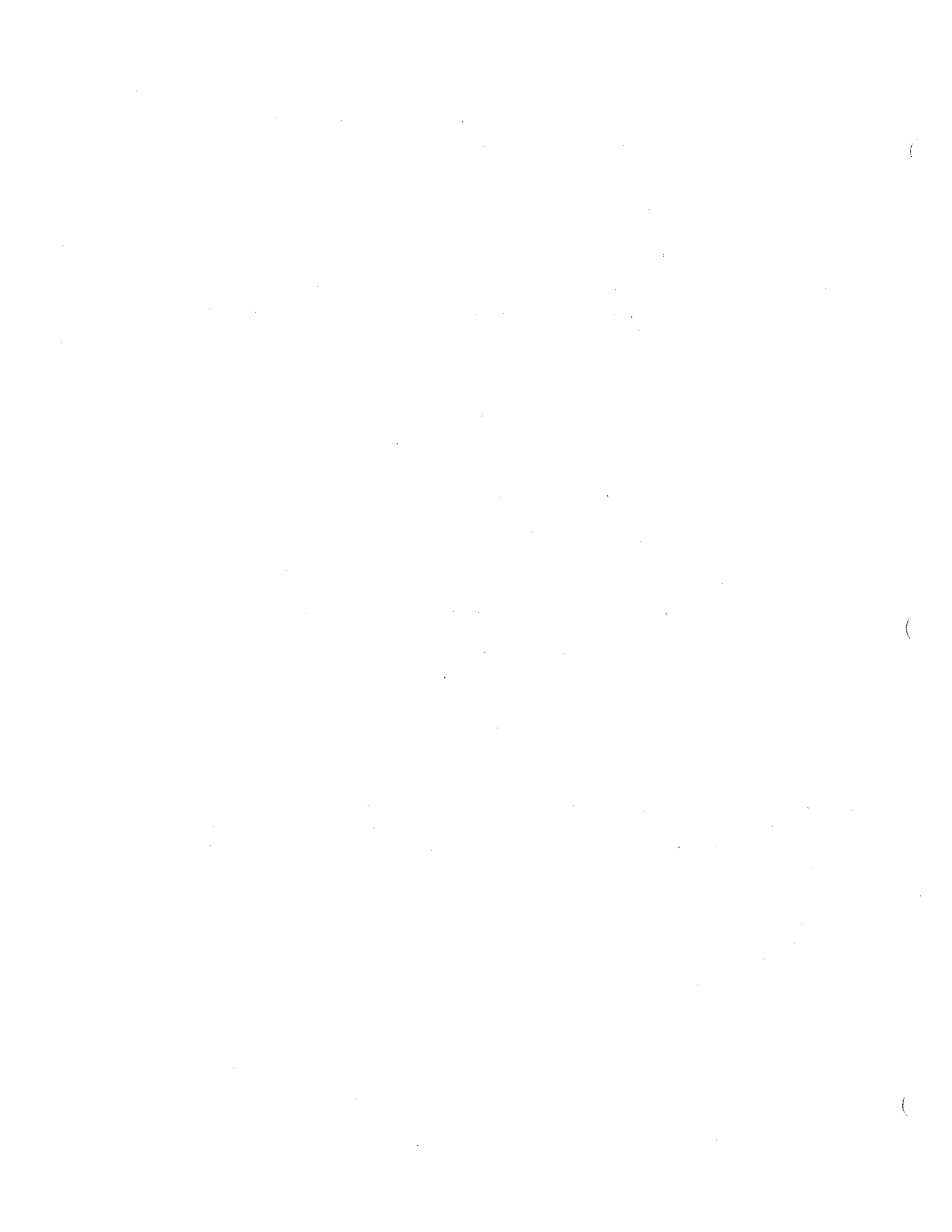
**DATE:** April 18, 2011

**Summary of Cash and Investments as of March 31, 2011**

Cash with Orange County Treasurer Fund 702	10,263.29
Cash with Orange County Treasurer Fund 703	12,238.42
Cash with Orange County Treasurer Fund 706	176,256.88
Cash with Orange County Treasurer Fund 707	1,333,588.78
Cash with Orange County Treasurer Fund 708	11,942.07
General Fund Checking – Bank of the West	99,851.70
General Fund Savings – Bank of the West	316,682.11
Payroll Checking – Wells Fargo Bank	167,532.54
<b>Total Cash and Investments</b>	<b>2,128,355.79</b>

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



PLACENTIA LIBRARY DISTRICT  
 YTD REVENUE REPORT  
 March 31, 2011

GENERAL REV Fund 707	SRCE	DESCRIPTION	BUDGET	YTD ACTUAL	BALANCE	PERCENT % RECEIVED
<b>TAXES</b>						
6210		Property Taxes - Current Secured	1,668,964	1,074,042	594,922	64.4%
6220		Property Taxes - Current Unsecured	61,932	64,609	-2,677	104.3%
6230		Property Taxes - Prior Secured	0	-	0	100.0%
6240		Property Taxes - Prior Unsecured	0	-	0	100.0%
6250		Taxes - Spec Dist Augmentation	3,962	4,112	-150	103.8%
6280		Property Taxes - Curr Supplemental	14,621	14,117	504	96.6%
6300		Property Taxes - Prior Supplemental	5,847	3,598	2,249	61.5%
6540		Penalties & Costs on Delinq Taxes	1,563	1,129	434	72.2%
<b>REVENUE FROM USE OF MONEY &amp; PROPERTY</b>						
6610		Interest	8,456	5,632	2,824	66.6%
<b>INTERGOVERNMENTAL REVENUES</b>						
6690		State - Homeowners Property Tax Relief	12,476	7,684	4,792	61.6%
6970		State - Other	18,844	26,969	-8,125	143.1%
<b>MISCELLANEOUS REVENUES</b>						
7670		Miscellaneous Revenue (Local Revenue)	30,000	24,695	5,305	82.3%
		Passports	62,800	69,081	-6,281	110.0%
		DVD Rental	4,000	5,649	-1,649	141.2%
		Meeting Room	4,000	7,135	-3,135	178.4%
		Test Proctor	0	2,050	0	100%
		FY 09/10 Funds Available	262,713			
<b>TOTAL REVENUES FY 10/11:</b>			2,160,178	1,310,502		60.7%
<b>MISCELLANEOUS REVENUES (Restricted)</b>						
		Impact Fees	0	52,823	0	100.0%
		Emergency Payroll	0	26,562	0	100.0%
		City of Placentia Tax Sharing Agreement	0	3,896	0	100.0%

**PLACENTIA LIBRARY DISTRICT**  
**EXPENDITURES REPORT**  
March 31, 2011  
75% of year completed

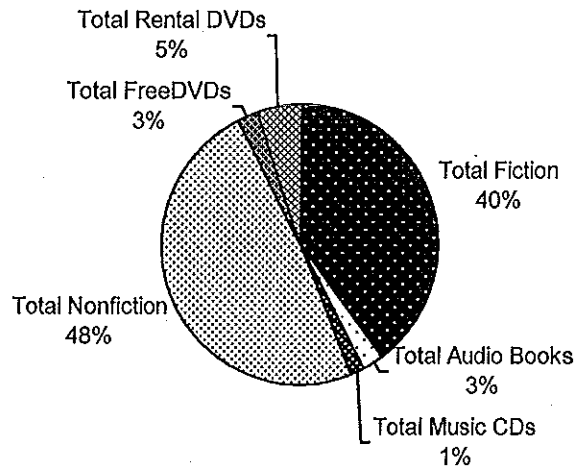
ACCOUNT	DESCRIPTION	APPROPRIATIONS	EXPENDED	CURRENT	REMAINDER
<b>SALARIES &amp; EMPLOYEE BENEFITS</b>					
0100	Salaries & Wages	1,080,094	699,719	0.65	\$380,375
0200	Retirement	77,295	51,849	0.67	\$25,446
0301	Unemployment Insurance	6,000	464	0.08	\$5,536
0306	Health Insurance	106,622	94,239	0.88	\$12,383
306	Employee Assistance Program	787	509	0.65	\$278
0308	Dental Insurance	15,274	10,241	0.67	\$5,033
0309	Life Insurance	8,324	6,155	0.74	\$2,169
0310	AD & D Insurance	4,737	3,080	0.65	\$1,657
0319	Vision Insurance	2,486	1,514	0.61	\$972
0350	Workers' Compensation Insurance	10,000	3,879	0.39	\$6,121
	<b>TOTAL</b>	<b>\$1,311,619</b>	<b>\$871,650</b>	<b>0.66</b>	<b>\$439,969</b>
<b>SERVICES &amp; SUPPLIES</b>					
0700	Communications	17,000	5,287	0.31	\$11,713
0900	Food	1,000	919	0.92	\$81
1000	Household Expenses	8,000	10,105	1.26	-\$2,105
1100	Library Insurance	15,000	11,291	0.75	\$3,709
1300	Maintenance, Equipment	25,000	15,988	0.64	\$9,012
1400	Maintenance, Buildings & Improvements	65,000	16,578	0.26	\$48,422
1600	Memberships	4,700	4,483	0.95	\$217
1800	Office Expenses	35,000	23,128	0.66	\$11,872
1803	Postage	5,000	3,018	0.60	\$1,982
1900	Prof./Specialized Services	149,100	75,826	0.51	\$73,274
1912	Investment Administrative Fees	1,500	937	0.62	\$563
2000	Publication and Legal Notices	1,000	0	0.00	\$1,000
2100	Rents and Leases - Equipment	1,000	282	0.28	\$718
2200	Rents & Leases - Buildings & Improvements	35,000	49,874	1.42	-\$14,874
2400	Books/Library Materials	150,000	80,993	0.54	\$69,007
2600	Transportation & Travel	2,000	71	0.04	\$1,929
2700	Meetings	6,500	7,421	1.14	-\$921
2800	Utilities	85,000	62,295	0.73	\$22,705
	<b>TOTAL</b>	<b>\$606,800</b>	<b>\$368,497</b>	<b>0.61</b>	<b>\$238,303</b>
<b>OTHER CHARGES</b>					
3700	Taxes and Assessments	\$7,000	\$6,187	0.88	\$813
	<b>OPERATING EXPENSES</b>	<b>\$1,918,419</b>	<b>\$1,246,334</b>	<b>0.65</b>	<b>\$672,085</b>
<b>FIXED ASSETS &amp; CONTINGENCY FUNDS</b>					
4000	Equipment	\$10,000	\$12,358	1.24	-\$2,358
4200	Structures/Improvements	100,000	\$94,091	0.00	\$5,909
5200	Contingency Funds	\$124,759	\$0	0.00	\$124,759
	<b>TOTAL</b>	<b>\$234,759</b>	<b>\$106,450</b>	<b>0.45</b>	<b>\$128,309</b>
<b>TOTAL BUDGET (Fund 707)</b>					
		<b>\$2,160,178</b>	<b>\$1,352,784</b>	<b>0.63</b>	<b>\$807,394</b>
Reserves	General Reserves	\$10,000	\$0	0.00	\$10,000
	702-Equipment & Structural Repair Fund	\$10,265	\$1	0.00	\$10,264
	703-Automated Replacement Fund	\$12,236	\$1	0.00	\$12,235
	706-Interest & Sinking Bond Redemption	\$175,985	\$15	0.00	\$175,970
	708-Unused Sick Leave Payoff Reserve	\$11,939	\$1	0.00	\$11,938
	Impact Fees	\$42,732	\$0	0.00	\$42,732



# Placentia Library District

## ACQUISITIONS REPORT FOR FISCAL YEAR 2010-2011 THROUGH THE MONTH OF MAR. 2011

	<u>Amount</u>	<u>Titles</u>	<u>Volumes</u>
Total Fiction	\$42,305	2,754	3,483
Total Non-Fiction	\$51,588	1,774	3,103
Total Music CDs	\$1,555	89	90
Total Audio Books	\$2,709	82	82
Total Free DVDs	\$2,752	105	123
<u>Total Rental DVDs</u>	<u>\$5,542</u>	<u>155</u>	<u>202</u>
<b>TOTAL MATERIALS</b>	<b>\$106,453</b>	<b>4959</b>	<b>7083</b>



The figures on this report reflect items and invoices received through the end of the month. Invoices paid during the month are shown on the Financial report rather than the Acquisitions report.

ACQUISITIONS REPORT FOR FISCAL YEAR 2010-2011 THROUGH THE MONTH OF MARCH 2011  
Prepared by Katie Matas, Acquisitions Librarian

	GENERAL FUND			ADOPT-A-BOOK			TOTAL PURCHASED			DONATED			TOTAL ITEMS		
	Amount	Titles	Volumes	Amount	Titles	Volumes	Amount	Titles	Volumes	Value	Titles	Volumes	Amount	Titles	Volumes
Adult Fiction	\$8,217	429	456	\$164	3	15	\$8,381	432	471	\$1,179	41	42	\$9,560	473	513
Adult Non-Fiction	\$18,180	843	847	\$331	16	21	\$18,511	859	868	\$216	9	9	\$18,727	868	877
Adult Reference	\$822	10	10	\$0	0	0	\$822	10	10	\$25	1	1	\$847	11	11
Adult magazines	\$5,180	97	1329	\$0	0	0	\$5,180	97	1329	\$0	0	0	\$5,180	97	1,329
Adult on-line databases	\$10,270	3	0	\$0	0	0	\$10,270	3	0	\$0	0	0	\$10,270	3	0
Total Adult Non-Fiction	\$34,451	953	2186	\$331	16	21	\$34,782	969	2207	\$241	10	10	\$35,024	979	2217
TOTAL ADULT PRINT MATERIALS	\$42,668	1382	2642	\$496	19	36	\$43,163	1401	2678	\$1,420	51	52	\$44,584	1452	2730
Adult Music CDs	\$1,513	87	87	\$0	0	0	\$1,513	87	87	\$398	24	24	\$1,911	111	111
Adult Audio Books	\$2,191	58	58	\$0	0	0	\$2,191	58	58	\$164	3	3	\$2,356	61	61
Adult Free DVDs	\$969	30	30	\$0	0	0	\$969	30	30	\$0	0	0	\$969	30	30
Adult Rental DVDs	\$3,150	114	114	\$0	0	0	\$3,150	114	114	\$200	11	11	\$3,350	125	125
TOTAL ADULT NON-PRINT MATERIALS	\$7,823	289	289	\$0	0	0	\$7,823	289	289	\$762	38	38	\$8,586	327	327
TOTAL ADULT MATERIALS	\$50,491	1671	2931	\$496	19	36	\$50,987	1,690	2,967	\$2,182	89	90	\$53,169	1,779	3,057
Juvenile Fiction	\$23,816	1,540	2,237	\$0	0	0	\$23,816	1,540	2,237	\$897	65	69	\$24,713	1,605	2,306
Young Adult Fiction	\$10,273	785	790	\$0	0	0	\$10,273	785	790	\$305	18	18	\$10,577	803	808
Total Juvenile Fiction	\$34,089	2,325	3,027	\$0	0	0	\$34,089	2,325	3,027	\$1,202	83	87	\$35,290	2,408	3,114
Juvenile Non-Fiction	\$14,174	717	732	\$0	0	0	\$14,174	717	732	\$65	4	4	\$14,239	721	736
Young Adult Non-Fiction	\$1,845	84	86	\$0	0	0	\$1,845	84	86	\$146	7	10	\$1,991	91	96
Juvenile Reference	\$123	4	4	\$366	22	22	\$490	26	26	\$0	0	0	\$490	26	26
Juvenile Magazines	\$597	15	95	\$0	0	0	\$597	15	95	\$0	0	0	\$597	15	95
Juvenile on-line databases	\$389	1	0	\$0	0	0	\$389	1	0	\$0	0	0	\$389	1	0
Total Juvenile Non-Fiction	\$17,138	821	917	\$366	22	22	\$17,504	843	939	\$211	11	14	\$17,715	854	953
TOTAL JUVENILE PRINT MATERIALS	\$51,226	3,146	3,944	\$366	22	22	\$51,592	3,168	3,966	\$1,413	94	101	\$53,005	3,262	4,067
Juvenile Music CDs	\$42	2	3	\$0	0	0	\$42	2	3	\$20	1	1	\$62	3	4
Juvenile Audio Books	\$518	24	24	\$0	0	0	\$518	24	24	\$0	0	0	\$518	24	24
Juvenile Free DVDs	\$1,783	75	93	\$0	0	0	\$1,783	75	93	\$0	0	0	\$1,783	75	93
Juvenile Rental DVDs	\$2,392	41	88	\$0	0	0	\$2,392	41	88	\$0	0	0	\$2,392	41	88
TOTAL JUVENILE NON-PRINT MATERIALS	\$4,735	142	208	\$0	0	0	\$4,735	142	208	\$20	1	1	\$4,755	143	209
TOTAL JUVENILE MATERIALS	\$55,961	3288	4152	\$366	22	22	\$56,328	3310	4174	\$1,433	95	102	\$57,760	3405	4276
Total Fiction	\$42,305	2,754	3,483	\$164	3	15	\$42,470	2757	3498	\$2,381	124	129	\$44,850	2,881	3,627
Total Non-Fiction	\$51,588	1,774	3,103	\$688	38	43	\$52,286	1812	3146	\$452	21	24	\$52,738	1833	3170
Total Music CDs	\$1,555	89	90	\$0	0	0	\$1,555	89	90	\$418	25	25	\$1,973	114	115
Total Audio Books	\$2,709	82	82	\$0	0	0	\$2,709	82	82	\$164	3	3	\$2,874	85	85
Total Free DVDs	\$2,752	105	123	\$0	0	0	\$2,752	105	123	\$0	0	0	\$2,752	105	123
Total Rental DVDs	\$3,542	155	202	\$0	0	0	\$3,542	155	202	\$200	11	11	\$3,742	166	213
TOTAL MATERIALS	\$108,453	4859	7083	\$682	41	58	\$107,314	5000	7141	\$3,615	184	192	\$110,929	5184	7333

Outstanding Orders as of March 2011  
Adopt-a-book \$185  
General Fund \$27,138  
TOTAL \$27,323

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**PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES**

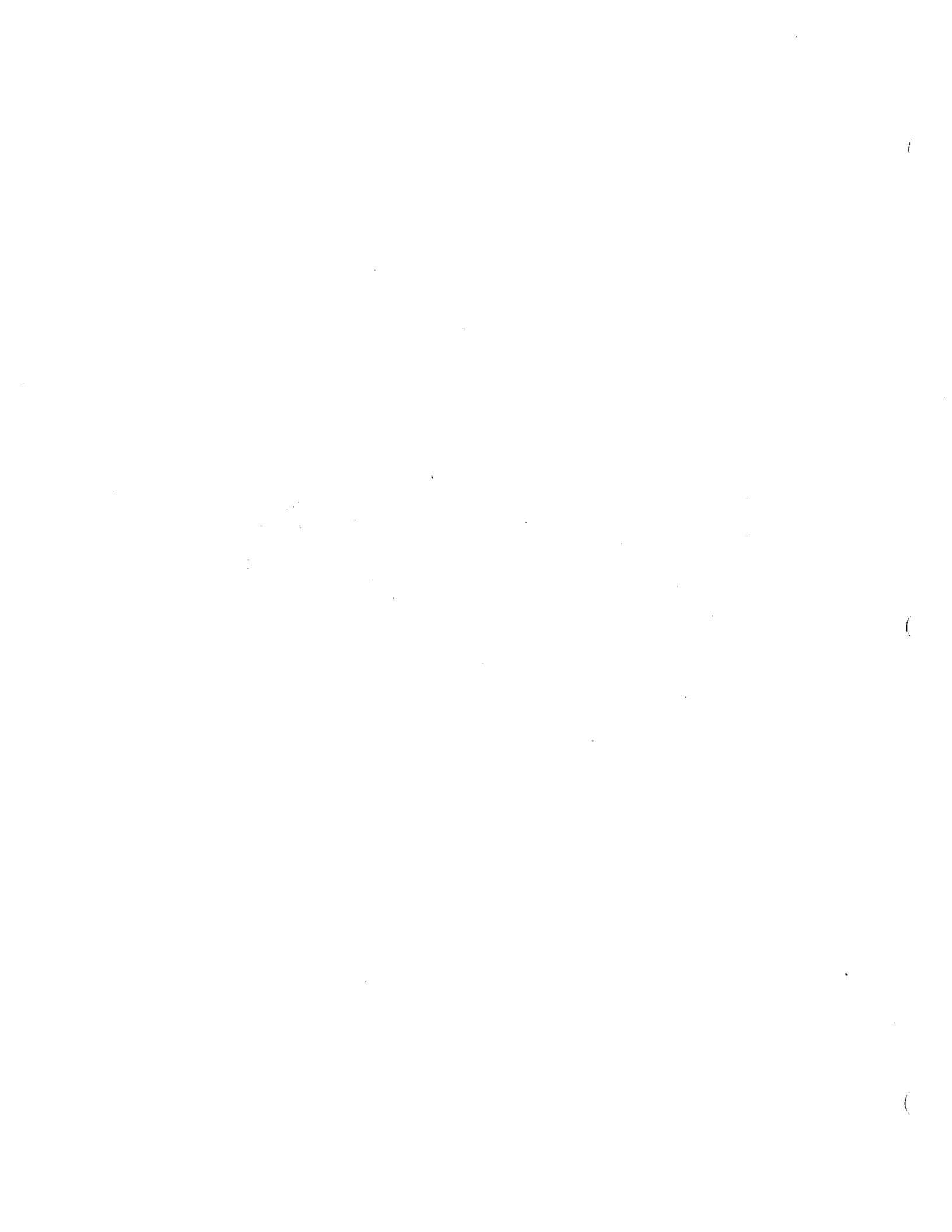
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**TO:** Jeanette Contreras, Library Director  
**FROM:** Yesenia Baltierra, Acting Human Resources/Finance Analyst  
**SUBJECT:** Entrepreneurial Activities Report for March 2011  
**DATE:** April 18, 2011

**March 2011 Net Revenue Summary**

			YTD	YTD
	Mar-11	Mar-10	2010-2011	2009-2010
Passport	9,900.00	12,715.00	57,001.00	56,976.00
Passport Photos	2,196.00	1,970.00	12,080.00	9,125.00
Test Proctor	400.00	102.00	2,050.00	2,352.00
Meeting Room	770.00	475.00	7,135.00	3,665.00
DVD Rentals	544.00	623.00	5,649.00	5,009.00
<b>Total</b>	<b>13,810.00</b>	<b>15,885.00</b>	<b>83,915.00</b>	<b>77,127.00</b>



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**PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES**

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**TO:** Jeanette Contreras, Library Director  
**FROM:** Yesenia Baltierra, Acting Human Resources/Finance Analyst  
**SUBJECT:** Personnel Report for March 2010  
**DATE:** April 18, 2011

			YTD	YTD
	Mar-11	Mar-10	2010-2011	2009-2010
Separation	0	0	2	1
Retirement	0	0	0	0
Appointments	0	0	1	6
Open Positions	1	0	2	5
Workers' Compensation Leave	0	0	0	0
<b>Total</b>	<b>1</b>	<b>0</b>	<b>5</b>	<b>12</b>

SEPARATION:

None

OPEN POSITIONS:

None

RETIREMENT:

None

WORKERS' COMPENSATION LEAVE:

None

APPOINTMENTS:

None



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**PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES**

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**TO:** Jeanette Contreras, Library Director  
**FROM:** Fernando Maldonado, Circulation Supervisor  
**SUBJECT:** CirculationActivity Report for March 2011  
**DATE:** April 18, 2011

**MONTHLY STATISTICS**

**March 2011**

<u>CIRCULATION</u>	Mar-11	Mar-10	Y-T-D 2010-11	Y-T-D 2009-10	Y-T-D % change
New Registrations	366	367	2,990	3,390	-11.8%
Total Circulation	19,441	19,352	164,044	161,637	1.5%
Total Active Borrowers	9,292	9,589	131,589	151,754	-13.3%
Attendance	26,225	28,573	163,058	223,266	-27.0%
Registered Card Holders	33,025	29,072	286,078	248,757	15.0%
Adult Fiction	3,262	2,699	27,931	28,054	-0.4%
Adult Nonfiction	2,476	2,353	22,883	22,045	3.8%
Adult Magazines	266	413	3,334	3,272	1.9%
Adult Music CDs	283	493	3,375	3,545	-4.8%
Adult Audio Books	697	742	5,858	6,087	-3.8%
Adult Free DVDs	410	507	4,108	3,981	3.2%
Adult Rental DVDs	484	598	4,418	5,137	-14.0%
JV Fiction	6,872	6,219	55,179	52,823	4.5%
YA Fiction	687	647	5,532	5,919	-6.5%
JV Nonfiction	1,936	1,673	11,982	11,412	5.0%
YA Nonfiction	59	39	388	321	20.9%
JV Magazines	5	3	69	43	60.5%
JV Music CDs	35	81	459	374	22.7%
JV Audio Books	38	35	272	267	1.9%
JV Free DVDs	923	689	7,461	7,058	5.7%
JV Rental DVDs	227	189	1,558	1,583	-1.6%

**PATRON COUNT**

	Sun	Mon	Tues	Wed	Thur	Sat	Total/Hr.
9:00		1,152	542	660	658	653	3,665
10:00		577	736	468	1,025	569	3,375
11:00		432	844	382	801	558	3,017
12:00		686	873	709	538	952	3,758
1:00	893	464	669	769	715	876	4,386
2:00	1,118	664	798	725	801	1,121	5,227
3:00	996	641	1,062	721	721	687	4,828
4:00	825	701	1,156	1,173	1,068	678	5,601
5:00		940	1,364	1,213	1,405		4,922
6:00		2,361	1,171	1,087	1,169		5,788
7:00		831	1,001	1,213	1,277		4,322
8:00		679	858	1,117	906		3,560
<b>Total/Day</b>	<b>3,832</b>	<b>10,128</b>	<b>11,074</b>	<b>10,237</b>	<b>11,084</b>	<b>6,094</b>	<b>52,449</b>
<b>Grand Total</b>							<b>26,225</b>

**PASSPORT SERVICES**

	Sun	Mon	Tues	Wed	Thur	Sat	Total/Hr.
9:00	0	1	1	0	1	1	4
10:00	0	2	4	1	0	10	17
11:00	0	1	1	1	0	11	14
12:00	0	2	8	3	3	13	29
1:00	27	2	1	3	4	22	59
2:00	22	1	4	3	3	14	47
3:00	28	9	5	9	9	8	68
4:00	15	6	8	8	10	3	50
5:00	0	9	3	7	5	0	24
6:00	0	7	2	6	10	0	25
7:00	0	12	10	11	5	0	38
8:00	0	6	9	4	2	0	21
<b>Total/Day</b>	<b>92</b>	<b>58</b>	<b>56</b>	<b>56</b>	<b>52</b>	<b>82</b>	<b>396</b>
<b>Grand Total</b>							<b>396</b>



**STAFF ACTIVITY**

March 01, 2011- Fernando Maldonado attended weekly Supervisor's Meeting's.  
March 06, 2011- Laura Mitchell attended Summer Reading Celebration Meeting.  
March 08, 2011- Fernando Maldonado attended weekly Supervisor's Meeting's.  
March 15, 2011- Fernando Maldonado attended weekly Supervisor's Meeting's.  
March 20, 2011- Laura Mitchell attended Summer Reading Celebration Meeting.  
March 22, 2011- Fernando Maldonado attended weekly Supervisor's Meeting's.  
March 23, 2011- Jesus Diaz decorated Social Committee Info Board in staff lounge.  
March 29, 2011- Fernando Maldonado attended weekly Supervisor's Meeting's.  
March 30, 2011- Fernando Maldonado attended Sir Ken Robinson Lecture.

**ONGOING PROJECTS**

Saul Ulloa is working on reducing the number of claims return items on the claims return list.

**NEW PROJECTS AND ACTIVITIES**

The Circulation Department has been assigned to relocate all the office supplies in the boiler-room to the staff work room.

Staff work room will be reorganized as part of the office supplies relocation.



**PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES**

**TO:** Jeanette Contreras, Library Director  
**FROM:** Marisa Timothy, Administrative Assistant  
**SUBJECT:** City of Placentia Invoices  
**DATE:** April 18, 2011

CITY OF PLACENTIA  
INVOICES

PERIOD COVERED FY2010-2011	INVOICE DATE	SO. CA. EDISON	TURF	GROUNDS	IRRIGATION CONTROL	TOTAL
Jul-10	08/31/10	6,892.73	1,452.50	142.50	14.42	\$8,502.15
Aug-10	10/12/10	6,848.56	1,425.50	142.50	*	\$8,443.56
Sep-10	10/28/10	6,571.73	1,452.50	142.50	*	\$8,166.73
Oct-10	11/23/10	4,688.88	1,452.50	142.50	*	\$6,283.88
Nov-10	12/08/10	3,832.05	1,452.50	142.50	*	\$5,427.05
Dec-10	02/01/11	3,337.15	1,452.50	142.50	*	\$4,932.15
Jan-11	02/15/11	3,412.40	1,452.50	142.50	7.68	\$5,015.08
Feb-11	3/17/11	3,401.08	1452.50	142.50	7.64	\$5,003.72
Mar-11	*	*	*	*	*	*
Apr-11	*	*	*	*	*	*
May-11	*	*	*	*	*	*
Jun-11	*	*	*	*	*	*
<b>TOTAL</b>		<b>38,784.58</b>	<b>11,620.00</b>	<b>1,140.00</b>	<b>29.74</b>	<b>\$51,774.32</b>
<b>AVG</b>		<b>4,848.07</b>	<b>1,452.50</b>	<b>142.50</b>	<b>3.71</b>	<b>\$6,471.79</b>

\* City Billing Not Received

FY2009-2010	DATE INVOICE	SO. CA. EDISON	TURF	GROUNDS	IRRIGATION CONTROL	TOTAL
Jul-09	02/03/10	7,927.04	1,605.36	137.25	70.71	9,740.36
Aug-09	02/03/10	7,315.95	1,605.36	134.30	12.79	9,068.40
Sep-09	02/03/10	7,803.57	1,605.36	142.53	12.77	9,564.23
Oct-09	02/03/10	3,853.51	1,605.36	*	12.78	5,471.65
Nov-09	02/03/10	3,835.72	1,605.36	138.05	12.80	5,591.93
Dec-09	02/03/10	3,327.17	1,605.36	132.42	*	5,064.95
Jan-10	05/10/10	3,327.17	1,605.36	132.11	*	5,064.64
Feb-10	05/10/10	3,306.59	1,605.36	132.11	*	5,044.06
Mar-10	05/10/10	3,802.36	1,605.36	142.50	14.39	5,564.61
Apr-10	5/10&8/5/10	3,796.14	1,605.36	142.50	14.39	5,558.39
May-10	5/10&8/5/10	3,948.92	1,605.36	142.50	14.44	5,711.22
Jun-10	5/10&7/15/10	7,023.20	1,605.36	142.50	14.41	8,785.47
<b>TOTAL</b>		<b>59,267.34</b>	<b>19,264.32</b>	<b>1,518.77</b>	<b>179.48</b>	<b>\$80,229.91</b>
<b>AVG</b>		<b>4,938.94</b>	<b>1,605.36</b>	<b>138.07</b>	<b>19.94</b>	<b>\$6,685.82</b>



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## PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

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**TO:** Library Board of Trustees  
**FROM:** Jeanette Contreras, Library Director  
**SUBJECT:** Library Director's Report  
**DATE:** April 18, 2011

### Accomplishments

- Continued to meet with supervisors to prepare for and discuss the budget for fiscal year 2011-2012.
- Met with automatic door, post construction cleaning, carpet, and sign vendors to discuss various projects.
- Met with supervisors from Adult, Children's and Circulation to provide guidance and assistance on personnel matters.
- Secured \$3,500 from PLFF for the Summer Reading Celebration event.
- Completed the annual audit.
- Finalized the *Placentia Quarterly* newsletter.

### Community / Outreach

- Author's Luncheon – March 5<sup>th</sup>
- Police Chief Interview Panel – March 30<sup>th</sup>

### Meetings

- Library Board of Trustees meetings – March 3<sup>rd</sup>, 23<sup>rd</sup>
- PLFF meeting – March 14<sup>th</sup>
- Circulation meeting – March 8<sup>th</sup>
- Supervisors/Manager meetings – March 15<sup>th</sup>, 22<sup>nd</sup>, 29<sup>th</sup>
- Personnel meetings – March 17<sup>th</sup>
- All Staff meeting – March 24<sup>th</sup>
- Rotary meetings – March 9<sup>th</sup>, 16<sup>th</sup>, 23<sup>rd</sup>, 30<sup>th</sup>

### Conference

- Sustainability for Public Libraries in San Jose – March 21<sup>st</sup> & 22<sup>nd</sup>

### Projects in Progress

- Fiscal Year 2011-2012 Budget
- Post Construction Cleaning
- Automatic Door Replacement



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**PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES**

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**TO:** Library Board of Trustees  
**FROM:** Jeanette Contreras, Library Director  
**SUBJECT:** Library Services Manager Report for March 2011  
**DATE:** April 18, 2011

No report available due to vacancy of position.





**PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES**

**TO:** Jeanette Contreras, Library Director  
**FROM:** Lori Worden, Children's Librarian II  
**SUBJECT:** Children's Services Monthly Activity Report for March 2011  
**DATE:** April 18, 2011

**MONTHLY STATISTICS**

**Childrens Desk Activity**

	March 2011	March 2010	Y-T-D 2010-11	Y-T-D 2009-10	Y-T-D % change
Phone reference:	36	35	421	231	82.25%
In person reference/research:	891	642	5825	4788	21.66%
<b>Total Reference</b>	<b>927</b>	<b>677</b>	<b>6246</b>	<b>5025</b>	<b>24.30%</b>
Total Number of Programs	28	29	219	231	-5.19%
Total Programs					
Attendance	956	1241	8127	7699	5.56%

**PROGRAM STATISTICS**

TYPE OF PROGRAM	NUMER OF PROGRAMS	TOTAL ATTENDANCE
F.I.R.S.T. -- Family Interactive Reading and Sharing Time	1	36
Read to the Dogs	1	25
Preschool Story Times I & II: 3-6 years	8	256
Pocket Tales: Stories, music, and movement.	4	153
Lap Sit 24 months & younger	4	317
P-TAC	2	47
Family Game Day	1	36
Super STAR Storytime	1	15
3/17 & 27 Cub Scouts Library Tour	2	23
3/19 Kaplan Practice SAT	1	21
3/27 CSUF Student Interview	1	1
3/30 Kaplan Practice SAT Results Workshop	1	16

3/31 Brookhaven School Art Reception	1	10
<b>Total March 2011</b>	<b>28</b>	<b>956</b>
<b>Total March 2010</b>	<b>29</b>	<b>1,241</b>
<b>Current FY to date</b>	<b>219</b>	<b>8,127</b>
<b>Previous FY to date</b>	<b>231</b>	<b>7,699</b>

**Achievements:**

- Children's staff received a \$250.00 mini-grant for the El Dia De Los Ninos program in April from Reforma.
- Lori Worden attended the PLFF Author's Luncheon on March 5.
- Lori Worden attended a luncheon on March 8 with Library Board and Library staff members to thank Joanne Hardy for her library service.
- "Birdsong" presented a children's concert for the Super S.T.A.R. program as part of our Target grant.
- Children's staff are completing orders for our Materials Budget for the Children's and Young Adult collections for this fiscal year.
- Brenda Ramirez attended the Sir Ken Robinson lecture at the Orange County Performing Arts Center on March 30.
- Lori Worden attended the SCLC Library Directory's meeting at Anaheim Public Library on March 30.
- Lori Worden interviewed San Jose State library school student Elizabeth Gurba on March 26. She will be an intern in the Children's department this summer.
- Lori Worden attended library supervisor's meetings with Jeanette Contreras on March 8, March 15, March 29, and March 31.
- Lori Worden attended the Library Board meeting on March 23.

**In Progress:**

- Children's staff made plans for our upcoming programs, including the Easter Eggcitement Program, the El Dia de Los Ninos program, and also Summer Reading Programs.

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**PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES**

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**TO:** Jeanette Contreras, Library Director  
**FROM:** Toby Silberfarb, Library Assistant Children's / Volunteers  
**SUBJECT:** Volunteer Report for March, 2011  
**DATE:** April 18, 2011

**Volunteer Hours:**

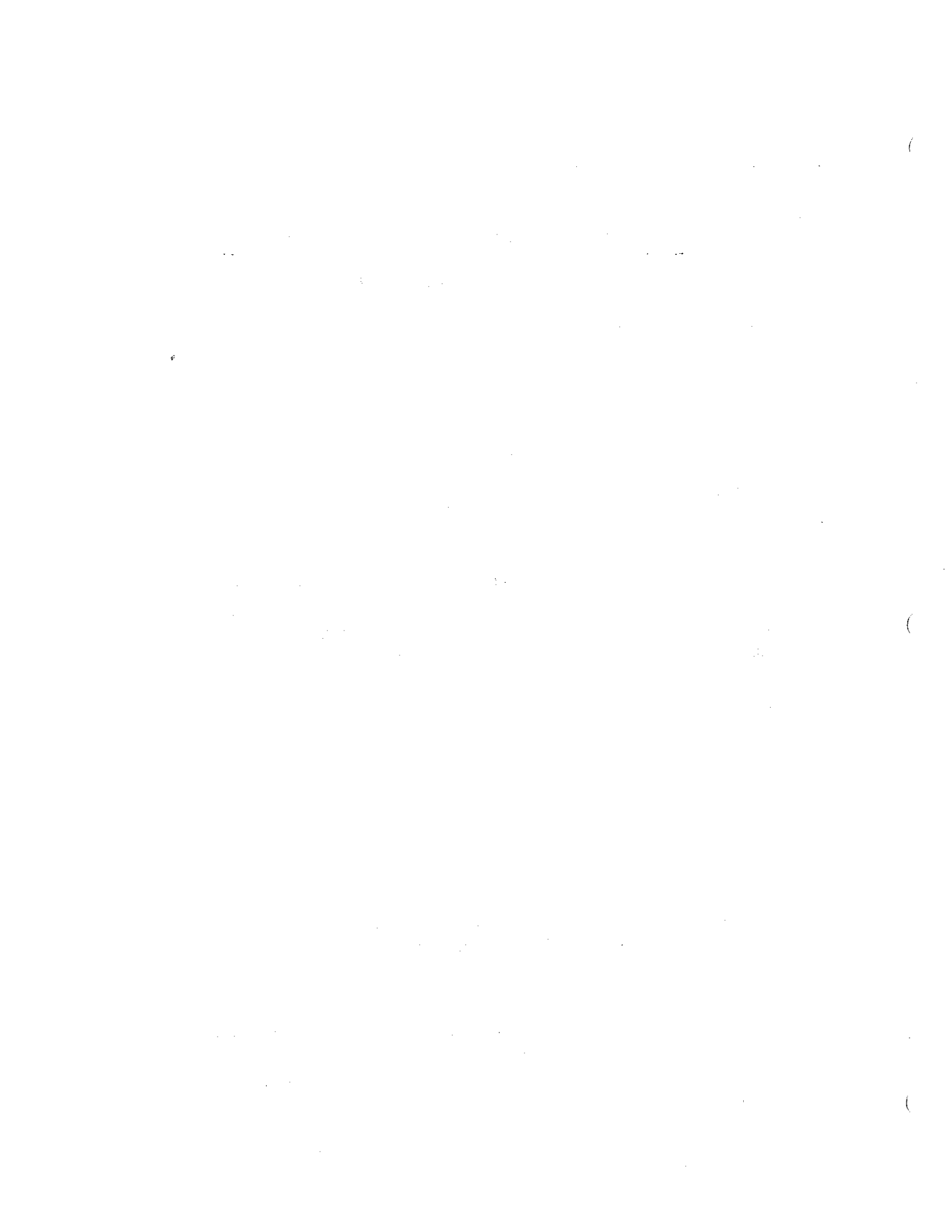
	<b>March</b>	<b>March</b>	<b>Y-T-D</b>	<b>Y-T-D</b>	<b>Y-T-D</b>
	<b>2011</b>	<b>2010</b>	<b>2010-11</b>	<b>2009-10</b>	<b>% change</b>
History Room	118	54	453.5	407.5	11.29%
PLFF	601	683	3573	4482	-20.28%
Library (General)	477	315	3332.5	2987.5	11.55%
Technical	148.5	22	340.75	73	366.78%
Homework Club	164.5	212	717.5	810	-11.42%
PTAC	156	NA	461.25	NA	
Tutors (Adult Literacy)	120	67	425.25	67	534.70%

**Achievements:**

- Held a F.I.R.S.T. family book discussion (**Caps For Sale**)
- Supervised the Placentia Achieves School Success (P.A.S.S.) homework club

**Projects in Progress:**

- Collection development and weeding of children's 000.0 to 499.99 and Parent/teacher collection
- Supervising a One-Stop adult volunteer
- Working on the children's Summer Reading Program planning and preparation
- Planning F.I.R.S.T. book discussions for July through December 2011



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**PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES**


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**TO:** Jeanette Contreras, Library Director  
**FROM:** Nadia Dallstream, Adult Services Librarian  
**SUBJECT:** Reference and Adult Services Monthly Activity Report for March 2011

**DATE:** APRIL 18, 2011

**MONTHLY STATISTICS**

**Adult Services Programs**

		<b>March 2011</b>
March 1, 2011	Computer Workshop: Introduction to Computers	5
March 2, 2011	Play Reading: The Real Thing	6
March 2, 2011	Tech Help	4
March 8, 2011	Computer Workshop: Introduction to Computers, Part I	9
March 8, 2011	Book Discussion: Plague of Doves	9
March 8, 2011	Computer Workshop: Introducciòn a las Computadoras	4
March 9, 2011	Tech Help	4
March 10, 2011	Computer Workshop: Introducciòn al Internet	2
March 15, 2011	Computer Workshop: Introduction to Computers, Part II	6
March 15, 2011	Computer Workshop: Social Networking Basics	7
March 16, 2011	Tech Help	6
March 22, 2011	Computer Workshop: Microsoft Word, Part I	5
March 23, 2011	Tech Help	4
March 29, 2011	Computer Workshop: Microsoft Word, Part II	4
March 30, 2011	Tech Help	4

**Reference Desk Activity**

	<b>March 2011</b>	<b>March 2010</b>	<b>Y-T-D 2010-2011</b>	<b>Y-T-D* 2009-10</b>	<b>Y-T-D % change</b>
Reference -- in person	1104	1293	9396	9876	-4.86%
Reference -- telephone	346	380	2979	2458	21.20%
Reference -- email/chat	1	0	2	0	100.00%
Technology assistance	665	598	5917	5298	11.68%
Guest passes	213	37	1489	126	1081.75%
Public computer use (desktops)	3543	3077	26828	22949	16.90%
Public computer use (express laptops)	720	1732	8094	13026	-37.86%
In library use -- cleanup	3450	4147	30943	26764	15.61%
Adult Program Attendance*	79	0	786	0	100.00%

*\*No data for FY 2009-2010*

## ACHIEVEMENTS

- *Kathy Staymates* continues to update the Librarians' Choice book trough.
- *Kathy Staymates* updated the book troughs to display books celebrating St. Patrick's Day.
- *Kathy Staymates* created a bibliography and a PowerPoint presentation featuring Cezanne for Dixie Shaw's Artist of the Month program.
- *Trustee Shkoler* taught the Introduction to Computers Workshop on March 1<sup>st</sup>.
- *Gary Bell and Trustee Turner* led the March 2<sup>nd</sup> play reading of *The Real Thing* by Tom Stoppard.
- *Katie Matas* led the March 8<sup>th</sup> book discussion of *Plague of Doves* by Louise Erdrich.
- *Nadia Dallstream* coordinated 13 Computer Workshops and Tech Help sessions.
- *Nadia Dallstream* taught Social Networking Basics on March 15<sup>th</sup>.
- *Gary Bell* is coordinating the Adult Literacy Program. Five volunteers provided 120 hours of assistance to 15 students.

## MEETINGS

- *Kathy Staymates* attended 1 Summer Reading Celebration meeting on March 6.
- *Nadia Dallstream* attended 4 Managers/Supervisors Meetings.
- *Katie Matas, Nadia Dallstream and Gary Bell* attended the Staff Meeting on March 28<sup>th</sup>.

## IN PROGRESS

- *Nadia Dallstream* is coordinating an April 2<sup>nd</sup> Spanish/English program in celebration of César Chávez Day.
- *Gary Bell* is preparing for the April 6<sup>th</sup> Play Reading of *Wuthering Heights* by Emily Bronte/R. Carter.
- *Katie Matas* is preparing for the April 12<sup>th</sup> Book Discussion of *Plague of Doves* by Louise Erdrich.
- *Kathy Staymates and Nadia Dallstream* are working on the Adult Summer Reading Program- *Novel Destinations*.
- *Kathy Staymates* is preparing for the Summer Reading Celebration.
- *Nadia Dallstream* is coordinating Computer Workshops and Tech Help/Computer Literacy for April.
- *Gary Bell* is preparing a recommended reading list for the Adult Summer Reading Program- *Novel Destinations*.

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**PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES**

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**TO:** Jeanette Contreras, Library Director  
**FROM:** Gary Bell, History Room Librarian  
**SUBJECT:** Local History Room Monthly Report for March 2011  
**DATE:** April 18, 2011

**History Room Statistics:**

	March	March	Y-T-D	Y-T-D*	Y-T-D
	2011	2010	2010-11	2009-10	% change
History Room Visitors	8	12	77	83	-7.23%
History Room Volunteer Hours	118	54	410	402	1.99%

**ACHIEVEMENTS:**

- **Gary Bell** has obtained background information and scouting locations for filming of the Historical Homes DVD.
- **Gary Bell** has prepared an outline and framework for the Historical Homes DVD and is creating a narrative context prepared from information provided by History Room committee and sources from the Placentia Local History materials.

**IN PROGRESS**

- **Gary Bell** is creating a narrative context prepared from information provided by History Room committee and sources from the Placentia Local History materials.





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**PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES**

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**TO:** Jeanette Contreras, Library Director  
**FROM:** Katie Matas, Librarian, Technical Services  
**SUBJECT:** Technology & Website Report for March 2011  
**DATE:** April 18, 2011

**MONTHLY STATISTICS**

Online database usage:

	March 2011	March 2010	Y-T-D 2010- 11	Y-T-D 2009- 10	Y-T-D % change
General Reference Center	763	229	3,763	1,690	123%
Career Transitions (new for FY10/11)	0	0	259	0	NA
Heritage Quest	928	802	5,069	6,376	-20%
Novelist	52	65	477	479	0%
Tumblebooks	644	815	3,647	3,579	2%
Reference USA	128	63	847	718	15%
	<b>2515</b>	<b>1974</b>	<b>14,062</b>	<b>12,842</b>	<b>10%</b>

**Website traffic for March 2011:**

In March 2011 we had 23,087 visitors to our website. In March 2010 there were 39,578 page hits. Last year we had 18,128 visitors and 42,567 page hits in March.

**STAFF ACTIVITY**

- Katie attended two all staff meetings.
- Katie and Al Shkoler attended a Technology Petting Zoo workshop. We were able to try out a variety of electronic gadgets.
- Katie proctored eight exams.
- Katie did a batch discard of the last of the juvenile video tapes in Horizon to save the circulation staff from discarding them one by one.

**ONGOING PROJECTS**

- Jesus continues to update Library events on the website and the outside digital sign.
- Katie helped patrons and staff with day-to-day computer and copier questions.
- Katie updates the messages on the telephone system.
- Nadia updates the Library's Facebook account.
- Coleen updates the Library's Flickr and Twitter accounts.



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**PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES**

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**TO:** Library Board of Trustees  
**FROM:** Jeanette Contreras, Library Director  
**SUBJECT:** Employee of the Quarter Award  
**DATE:** April 18, 2011

**BACKGROUND:**

President Wood will present the Employee of the Quarter Award.



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**PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES**

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**TO:** Library Board of Trustees  
**FROM:** Jeanette Contreras, Library Director  
**SUBJECT:** In-House Accounting  
**DATE:** April 18, 2011

**BACKGROUND:**

The request for the Library Board of Trustees to consider moving away from the County of Orange to perform accounting services was presented at the March 24 and August 17, 2009 meetings.

The County of Orange is the agency designated to handle the processing of claims, cutting checks and mailing payments on behalf of the Placentia Library District. In the past library staff has experienced challenges with timely payments, effective communication with County personnel, lack of information, and extra library staff time required to research and provide documents establishing proof of payments.

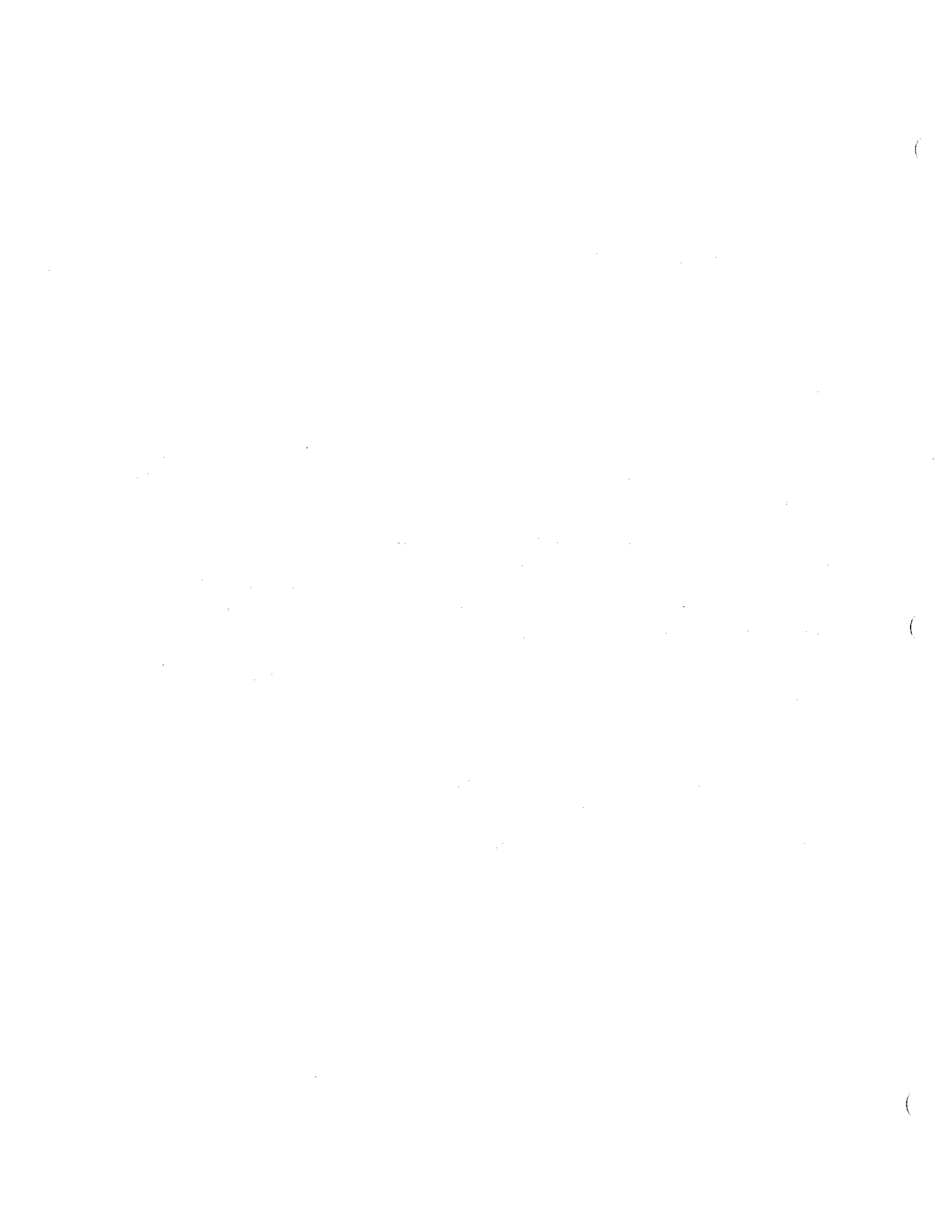
The challenges continue. The Library has QuickBooks, an accounting software currently used by the Administrative staff to process claims and in-house payments. Shifting the accounting responsibilities from the County of Orange to the District will increase flexibility, accuracy, generate reports, and decrease late penalties and redundant efforts.

The most recent audit report recommended having one accounting system in order to better manage the Library's finances, in particular, the expenditures.

**FISCAL IMPACT:** Approximately \$4,000 annually for staff time.

**RECOMMENDATION**

Discontinue accounting services with the County of Orange and library staff to perform services in-house.



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## PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

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**TO:** Library Board of Trustees  
**FROM:** Jeanette Contreras, Library Director  
**SUBJECT:** Review and Discuss Updated Infrastructure List for Fiscal year 2010-2011  
**DATE:** April 18, 2011

**BACKGROUND:**

At the January 17, 2011 Library Board of Trustees meeting, the following infrastructure needs were presented:

**Interior**

- Central HVAC – Inconsistent temperature throughout the library.
- Staff lounge area – Kitchen cabinets, sink, faucet, refrigerator & water heater.
- Women’s and men’s staff restroom – Need new sink and faucet.
- Computer server room – Better cooling system.
- Children’s area – Water fountain needs a faucet, water pipe over the children’s area needs reinforcement (pipes vibrate and make a loud noise around the children’s area), reference desk needs refinish or replacement.
- Children’s Storytime Theatre – Need one designated area to conduct storytime. Currently children’s programs are conducted in an unclosed area and they create disruption for other patrons using the library.
- Meeting Room – Leaking in some area. Need to expand and remodel.
- Carpet and Floor Equipment – Carpet cleaning extractor & floor buffer.
- History Work Room – Need more space. Current space is insufficient to maintain, preserve, and expand the collection.
- Friends Sorting Room – Need more space and better security of shelves.
- Check-In Desk – Not efficient use of space. Perhaps consider remodeling this space into a coffee/pastry counter.
- Public Restrooms – Need privacy partition in ADA restroom. Keyless restroom access for both restrooms.

**Exterior**

- Bookdrop in parking lot – Need bookdrop that is more ergonomic for staff's safety.
- Loading Dock Area – Metal poles need reinforcement & uneven pavement by entrance to the loading dock and the bookdrop.
- Parking Lot – Need more lighting by the Employee of the Quarter & Trustee parking spaces.
- East Wall – Need to reseal from outside.
- Outdoor Marquee – Location to be more prominent, e.g., Chapman and All America Way corner.

FISCAL IMPACT: Approximately \$3,100 for supplies, equipment and staff time.

Given the immediate needs of the staff's restrooms deficiencies and the reasonable cost for the partition, library staff recommends completing these two needs within the current fiscal year.

**RECOMMENDATION**

Decide whether to move forward with the installation of a partition in the ADA restroom and replacement of sinks and faucets in the staff restrooms.



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**PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES**

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**TO:** Library Board of Trustees  
**FROM:** Jeanette Contreras, Library Director  
**SUBJECT:** Naming of Children's Library in Honor of Gordon and Dixie Shaw  
**DATE:** April 18, 2011

**BACKGROUND:**

At the January 17, 2011 Library Board of Trustees meeting, it was presented to the Trustees to name the Children's Library after Gordon and Dixie Shaw. Mrs. Shaw accepted the honor and requested that the official name be the "Gordon C. and Dixie M. Shaw Children's Library."

**FISCAL IMPACT:** Approximately \$700 for the lettering and installation of lettering.

**RECOMMENDATIONS**

1. Approve the naming of the Children's Library as the "Gordon C. and Dixie M. Shaw Children's Library"; and,
2. Authorize library staff to coordinate details with the Placentia Library Friends Foundation.



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## PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

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**TO:** Library Board of Trustees  
**FROM:** Jeanette Contreras, Library Director  
**SUBJECT:** Contract Templates  
**DATE:** April 18, 2011

### **BACKGROUND**

At the March 23, 2011 Library Board of Trustees, Library Staff was directed to present templates of contractor agreements to an attorney for a legal opinion. The attached proposed contract templates have been reviewed and approved by Kevin Ennis from Richards Watson Gershon.

Attachment A is the proposed construction contract template.

Attachment B is the proposed equipment/construction contract template for projects under \$15,000.

Attachment C is the proposed independent consultant contract template.

FISCAL IMPACT: \$275 per hour for legal consultation.

### **RECOMMENDATION**

Approve the contract templates as presented with minor changes to be made as necessary to reflect specific future projects and vendors.



## CONSTRUCTION CONTRACT

This Construction Contract (hereinafter referred to as a "Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Placentia Library District, a California special district (hereinafter referred to as "Owner" or "District") and \_\_\_\_\_, a California Corporation (hereinafter referred to as "Contractor").

### RECITALS

WHEREAS, the Owner desires to obtain the services of a contractor to \_\_\_\_\_  
\_\_\_\_\_ at its library at 411 E. Chapman Avenue, Placentia, CA 92870 (hereinafter referred to as "Property"); and

WHEREAS, Contractor has submitted a bid or proposal for \_\_\_\_\_; and

WHEREAS, the Contractor warrants being licensed in the State of California and qualified to \_\_\_\_\_  
\_\_\_\_\_.

### AGREEMENT

NOW THEREFORE, in consideration of the recitals and the mutual promises herein contained, the Owner and Contractor agree as follows:

#### I. DESCRIPTION OF THE WORK

- A. The Contractor does hereby covenant and agree to furnish all labor, material and equipment, and to faithfully perform the work within the time period established by the Order to Proceed for this Contract, in strict accordance with the detailed description of work (hereinafter referred to as the "work write-up"), subject to, and in strict conformance with all of the conditions, covenants, stipulations, terms and provisions contained in this Contract. All of the representations, rights, and obligations of the Owner and Contractor are embodied in the Contract and any prior oral or written agreement not included herein shall not be binding upon or inure to the benefit of any of the parties.
- B. This Contract includes the work write-up, Contractor's proposal, and, if applicable, drawings and amendments to the Contract, which are incorporated by reference and specifically identified below and hereby made a part of this Contract:

1. Work Write-Up dated \_\_\_\_\_

2. Bid/Proposal dated \_\_\_\_\_

- C. The "exclusions" to the work contained in the proposal are modified so as to provide Owner with a completed project. Therefore, the following items are not excluded \_\_\_\_\_ from \_\_\_\_\_ the \_\_\_\_\_ work: \_\_\_\_\_ In addition, to the extent other items included in the exclusions section of the proposal are listed in and required in other sections of this Contract, the provisions of this Contract shall control.

## II. COMPENSATION AND METHOD OF PAYMENT

- A. Subject to the retention amount specified herein, Owner agrees to pay Contractor for successful completion of the work, a sum equal to the aggregate cost of the work, labor, materials and supplies done and furnished at the price and rates set forth in the Contractor's proposal, said sum being \_\_\_\_\_ dollars and \_\_\_\_\_ cents. (\$\_\_\_\_,\_\_\_\_.\_\_\_\_). Contractor covenants and agrees to faithfully comply with and perform each and every obligation imposed upon the Contractor by the Contract and the terms of the proposal, as accepted and approved by the Owner.
- B. Payment request shall be made by the Contractor to the Owner for work that has been performed. The Contractor shall be entitled to a maximum of five partial payment requests plus a final payment request. Any additional Contractor payment request to the Owner beyond the maximum number must be approved in writing by the Owner. A ten percent (10%) retainage shall be withheld by the Owner from each Contractor payment. The final payment request shall include the release of the ten percent (10%) retainage and shall be submitted to the Owner within 35 days after final completion and acceptance and approval of the work by the Owner and of the filing of a Notice of Completion of the project, if any.
- C. Contractor shall submit an invoice at the beginning of the Contract and after satisfactory completion of each payment milestone set forth above. Invoices shall be submitted between the first and fifteenth business day of each month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed amounts. If the Owner disputes any of Contractor's amounts it shall give written notice to Contractor within 15 days of receipt of an invoice of any disputed fees set forth on the invoice. Any undisputed payment not paid to Contractor within the thirty (30) day period will accrue interest in an amount equal to one-and-a-half percent (1.5%) per month, compounded monthly, on the outstanding balance from the billing date.
- D. No payment will be made for any work which is not specified in this Contractor or any change order to it.

### III. GENERAL CONDITIONS

- A. Proposal. This Contract, which includes the Contractor's proposal, has been properly signed and dated by the Contractor, and the Owner by signing this Contract, accepts said Contractor's proposal which becomes part of this Contract.
- B. Order to Proceed. The Owner shall issue a written Order to Proceed within fifteen (15) consecutive calendar days from the date this Contract is executed. If the Order to Proceed is not received by the Contractor within this fifteen (15) day period, the Contractor shall have the option to cancel this Contract without liability to any party thereto. The Contractor shall commence construction within seven (7) consecutive calendar days after the issuance of the Order to Proceed and must satisfactorily complete the work specified by the completion date as set forth in the said Order to Proceed.
- C. Independent Contractor. Contractor is and shall at all times remain as to the Owner a wholly independent contractor. The personnel performing the services under this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither Owner nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor's or any of Contractor's officers, employees, or agents except as set forth in this Contract. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the Owner. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against Owner, or bind Owner in any manner.
- D. Bonds. Contractor shall obtain faithful performance and payment bonds in amounts sufficient to cover the amount of the payments under the Contract. The bonds shall be issued by a company licensed and admitted to sell bonds in the State of California.
- E. Insurance. The Contractor and all subcontractors employed by the Contractor shall purchase and maintain insurance that will protect them from claims under workers compensation acts and other employee benefits acts, and from claims for damages which may arise out of or result from the Contractor's operations during construction, whether such operations be by the Contractor or by any subcontractor's operations or anyone directly or indirectly employed by any of them.
  1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
    - a. Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

b. Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Contract, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

2. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

a. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If a policy having a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

c. Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions: "The District, and each of their elected officials, officers, employees and volunteers ("Additional Insureds"), are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to



the Additional Insureds." For workers compensation insurance and pursuant to Labor Code Section 1860 and 1861, Contractor shall sign and file with the Owner the following statement: "I am aware of the Provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

5. If Contractor has employees, a copy of the certificates evidencing such insurance shall be provided to the Owner prior to commencement of work.
6. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Contractor's insurance and shall not contribute to it.
7. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
8. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
9. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to District. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
10. No insurance coverage provided pursuant to this Contract shall prohibit Contractor, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the Additional Insureds.
11. Acceptability of Insurers. Insurance is to be obtained with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Self insurance shall not be require to comply with the insurance rating requirements of this paragraph.

12. Verification of Coverage. Contractor shall furnish the District with certificates of insurance, with original endorsements, evidencing coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the District. All endorsements are to be received and approved by the District before work commences. As an alternative to the District's forms, the Contractor's insurer may provide complete certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.
- F. Permits. The Contractor and all subcontractors must obtain and pay for all permits and licenses as may be required by the City of Placentia, County of Orange, and the State of California, necessary for the completion and execution of the work to be performed. Contractor shall provide to Owner proof of the state required contractor's license for the work, which Owner shall verify upon receipt.
- G. Licenses. As required by law, the Contractor and all subcontractors must be licensed by the California State Contractor's License Board Building Standards Commission and all other applicable regulatory agencies for the nature of work being performed. Contractor is aware of California Labor Code Sections 1777.1 and 1777.7, which prohibit Contractor or any subcontractors who have been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a contractor or subcontractor on a public works project for specified periods of time.
- H. Damages/Repairs. The Contractor must make every reasonable effort to protect the possessions of the Owner that remain in the work area from loss or damage. Any portion of the property damaged by the Contractor or subcontractor during the course of the work must be repaired at no additional cost to the Owner. The term "damages" shall include but are not limited to any damage caused by the contract operation or workers during construction to Owner's property. When "repair of existing work" is called for in the work write-up, the finished work shall match adjacent work in design and dimension to blend with existing work so that the patch or replacement will be inconspicuous.
- I. Assignment. This Contract shall not be assigned by Contractor in whole or part without the written consent and approval of the Owner. Any request for assignment shall be addressed with a copy to the Owner.
- J. Subcontractors. The Contractor shall provide the Owner with a list of all subcontractors, and shall demonstrate that they are licensed in the State of California, County of Orange, and the City of Placentia to perform the work for

which they are subcontracted by Contractor. The Contractor agrees not to hire or use any subcontractor that the Owner deems unacceptable. The Contractor shall require each subcontractor to be bound to the Contractor by the terms of the Contract and to assume toward the Contractor all obligations and responsibilities which the Contractor assumes toward the Owner. The Contractor shall make available to each proposed subcontractor, prior to the subcontract agreement being executed, copies of the Contract to which the subcontractor shall be bound. Contractor shall perform not less than twenty percent (20%) of the Work with its own forces.

- K. Supervision. The supervision of all work, including coordination of all portions of the work under the Contract must be provided by the Contractor. The Contractor shall ensure discipline and order among all employees of Contractor and subcontractors. Workers shall be competent and capable of performing the work assigned to them. Helpers and apprentices shall work under the supervision of a skilled tradesperson or other supervisory personnel.
- L. Change Orders. The Contract may be amended by change order at any time provided that the change order makes specific reference to this Contract and is executed in writing by both the Contractor and the Owner, with the Owner's approval. A Change Order will only be permitted when the work to be performed is in addition to the work as originally provided in this Contract. The change order will not invalidate this Contract, or relieve or release the Contractor or the Owner from their respective obligations under this Contract. The change order may make changes in the time allowed for completion of the work or changes to the work write-up. The work thereunder shall not start until the Contractor has been notified in writing that the change has been approved by the Owner. Any work performed by the Contractor without written authorization of the Owner is at the Contractor's own risk. If the Contractor's proposal fails to specify a unit price, the Owner shall calculate the change based on the Contractor's cost of work write-up. The cost of additional work and materials under any change order shall be the responsibility of the Owner.
- M. Inspections and Final Payments. Periodic inspection shall be performed by the Owner and the applicable City of Placentia building inspector(s). Upon completion of work pertaining to this Contract, the Contractor shall notify and arrange for an inspection of the work by the Owner and the applicable City of Placentia inspector(s). Should an inspection reveal that the work is not completed and/or is not satisfactory, the Owner and/or the City of Placentia inspector(s) will notify the Contractor of the deficiencies and will request that the Contractor indicate what action will be undertaken to complete the work. No final payment shall be authorized by Owner until the City of Placentia inspector verifies that the work is acceptable.

- N. Standard of Work and Codes. The Contractor shall perform all work in a good and workmanlike manner and in conformance with all applicable government code provisions as interpreted by the Placentia City inspectors, whether or not specifically mentioned in the work write-up and drawings for the work. Contractor shall at all times faithfully, professionally, lawfully and competently and to the best of its ability, experience and talent, perform the work described herein. In addition, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons and businesses engaged in providing similar services as are required by Contractor in meeting the obligations of this Contract.
- O. Clean-Up. On a daily basis, the Property must be kept free from the accumulation of waste materials and rubbish. All tools, construction equipment, machinery and surplus materials stored at the property must be neat and orderly. Upon the completion of work, all glass surfaces shall be cleaned and work left "broom clean" or its equivalent, except otherwise specified. All debris, trash, waste and surplus materials shall be removed from the job site and disposed of by legal means. Final payment shall not be authorized until the Contractor has cleaned the property as required by this section and approved by Owner.
- P. Guarantees and Warranties.
1. The Contractor warrants and guarantees to the Owner that all materials and equipment used in the work are new, unless otherwise specified, and that all work is of good quality, free from faults and defects. All work not conforming to these standards and not in conformance with the work write-up shall be considered defective. The work performed by the Contractor is to be guaranteed for a period of one year from the date of final acceptance of all the work required by the Contract. The Contractor shall furnish Owner with all manufacturers' and suppliers' written guarantees and warranties, covering materials and equipment furnished under the Contract.
  2. Should any defect, error or failure in the equipment that prevents full use of the equipment ("non-conformity") continue for five (5) or more consecutive business days after expiration of the thirty (30) day correction period specified below, then Contractor shall be in breach of this Contract and this warranty and Contractor shall return Owner's purchase price in full within thirty (30) days of demand by Owner. This warranty shall be subject to the following restrictions and requirements:
    - a. Should a non-conformity be discovered by the Owner, the Owner shall notify Contractor immediately and provide a detailed description of the non-conformity in writing. Contractor shall have no

liability under this Section until the Owner provides written notice to Contractor.

b. After notifying Contractor of a non-conformity, the Contractor shall have thirty (30) days, or such other period agreed upon in writing, within which to correct the non-conformity or provide Owner with an acceptable remediation plan.

c. During the correction period, Contractor shall replace all or a portion of the equipment, or use other commercially acceptable means, to bring the equipment into conformity.

d. If Contractor does not provide an acceptable remedy during the correction period, the Owner may request a refund of the total cost of the work.

e. If the Owner requests such a refund, the Owner shall make the request in writing, and shall include a detailed explanation of the non-conformity.

Q. Regulatory Requirements. All sales, consumer, use and other taxes required by law must be paid by Contractor. All laws, ordinances, rules, regulations and order of any public authority bearing on the work must be complied with by Contractor.

R. Labor Code Compliance, Including Prevailing Wages.

1. If any of the work required to be performed by Contractor is subject to prevailing wage laws, then pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Owner has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to perform pursuant to this Contract, from the Director of the Department of Industrial Relations. These rates are on file with the Owner. Copies may be obtained at cost at the office of the Owner. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates at a minimum. Contractor shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the Owner, as a penalty, the sum of \$50.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of the Contract. Contractor agrees to defend, indemnify and hold free and harmless, Owners and Owner's elected officials, officers, employees and agents, with respect to any claim,

liability, penalty or judgment based on or alleging Owner's failure to pay prevailing wages.

2. Pursuant to Labor Code Section 1810, Contractor acknowledges that eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this Contract. Contractor and any subcontractor under it shall comply with and be governed by the laws of the State having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code as amended. Pursuant to Labor Code Section 1813 and as a penalty to the Owner, Contractor shall forfeit twenty-five dollars (\$25) for each worker employed for each calendar day in which the worker is required by the Contractor or by any subcontractor to work more than eight (8) hours per day and forty (40) hours in any calendar week for work done under the Contract. Pursuant to Labor Code Section 1815, work performed in excess of eight (8) hours per day and forty (40) hours during any one week is permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.
3. In compliance with the provisions of Labor Code Section 1776, the Contactor shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by Contractor in connection with the Project. Each payroll record shall contain or be verified by a written declaration made under penalty of perjury, stating that the information is true and correct and the employer has complied with Labor Code Sections 1771, 1811, and 1815 for work performed on the Project. Said records shall be available for inspection at all reasonable hours, and copies shall be made available to any employee or his or her authorized representative, the State Division of Labor Standards Enforcement, the State Division of Apprenticeship Standards, and the Owner, upon request.
4. Contractor agrees to comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and Contractor further agrees that it is responsible for compliance with this Section by itself and all of its subcontractors.
- S. Dispute Resolution. Should any dispute arise concerning (a) the intent or meaning of the work described in the work write-up or any change order, (b) the quality of workmanship or materials, (c) the value of any work, (d) payment for work, or (e) other reasons pertaining to the terms and conditions of the

Contract, the parties agree that all disputes or claims arising out of the Contract shall be resolved through mediation or arbitration.

- T. Occupancy. The premises are to be occupied during the course of the work.
- U. Lead Based Materials. The use of lead based materials on any surface, interior or exterior is prohibited.
- V. Scheduled Working Hours. The Contractor must coordinate work schedules with the Owner. All schedules and changes to said schedules shall be approved by Owner. The Contractor will not be permitted to perform work on Friday, Saturday, Sunday or after library hours without written approval from the Owner.
- W. Hold Harmless.
  - 1. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend Owner, and Owner's elected officials, officers, agents, employees and volunteers from and against any and all claims and losses, liabilities, penalties, costs and/or expenses for any damage due to death or injury to any person and/or damage to any property, mechanics liens, stop notices, violation of any local, state or federal rule or regulation, or other loss of any nature resulting from any acts or omissions, including but not limited to, alleged intentional, reckless or negligent acts, errors or omissions, of Contractor or any of its officers, employees, servants, agents, or subcontractors in the performance of this Contract. Such costs and expenses shall include reasonable attorneys fees incurred by counsel of Owner's choice.
  - 2. Contractor hereby expressly represents that it is fully authorized to provide and/or license for Owner's use, all of the hardware and equipment required by this Contract. Contractor warrants that it has sole proprietary interest, or has otherwise paid any and all applicable licenses or other fees and costs, as to any and all hardware and equipment, which it may provide Owner in the performance of this Contract. Contractor agrees to indemnify, defend and hold free and harmless, Owner and its elected officials, officers, servants and employees from any and all claims, demands, liabilities, actions, causes of action, penalties, obligations, costs or expenses claimed by any person or entity as a result of an alleged infringement of any proprietary interest arising out of Owner's use of the hardware, equipment, or other materials provided by Contractor pursuant to this Contract. Contractor may, at Owner's option, conduct the defense in any such action alleging proprietary infringement and Owner shall cooperate in good faith with such defense.
- X. Trenching and Excavation.

1. Pursuant to Public Contract Code Section 7104, if the project involves trenching more than four (4) feet deep, Contractor shall promptly and before the following conditions are disturbed notify the District in writing of any:
  - a. Materials that Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and/or
  - b. Subsurface or latent physical conditions at the site differing from those indicated; and/or
  - c. 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.
2. The District shall promptly investigate the conditions, and if the District finds that the conditions do materially 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 the District shall issue a change order.
3. As required by Labor Code Section 6705 and in addition thereto, whenever work under the Contract that involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by District in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the price of the Contract as stated in Exhibit "A." Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the District or on any District officer, agent, consultant, representative, or employee. All plans, processing and shoring costs are Contractor's responsibility and must be included in Contractor's bid.



- Y. Location of Existing Elements. Pursuant to Government Code Sections 4216 to 4216.9, the methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include without limitation, contacting U.S.A. Alert and other private underground locating firm(s), and/or utilizing potholes, specialized locating equipment and/or hand trenching.
- Z. Utility Facilities. Pursuant to Government Code Section 4215, the District acknowledges its responsibilities with respect to locating, relocating, removing or protecting utility facilities on the site of the Project, if it entails construction and such utilities are not identified by the District in writing by the time of execution of this Contract. The District shall compensate Contractor for the costs of relocating and repairing damage not due to Contractor's failure to exercise reasonable care, removing or relocating such utility facilities not indicated in writing with reasonable accuracy, and equipment on the Project necessarily idled during such work. The District shall not assess liquidated damages to the Contractor for delay in completion of the Project when such delay was caused by the owner of the utility to provide for removal or relocation of such utility facilities.

#### IV. OWNER'S RESPONSIBILITIES

- A. Owner and/or Owner's Project Manager shall facilitate the performance of the work by cooperating with the Contractor by removing and replacing non-fastened rugs or floor coverings, decorations and furniture as necessary for the orderly progress of the work by the Contractor, unless otherwise specified in the Work Write-Up.
- B. Owner shall permit the Contractor to use, at no cost, existing utilities such as light, heat, power, and water as reasonably necessary to carry out and complete the work.

#### V. TERM AND TERMINATION

This Contract becomes effective and binding when signed by the Contractor and the Owner. Unless sooner terminated, the term of this Contract shall commence on the date of mutual execution and shall thereafter continue until all required work has been completed as required herein. The Owner shall have the right to terminate this Contract without process or action at law, by notice to the Contractor in writing sent registered or certified mail to the Contractor's last known address, should the Contractor (a) become insolvent or declare bankruptcy, (b) fail to start or make satisfactory progress on the work to be performed under this Contract, (c) fail to comply with written orders of the Owner which are consistent with the terms of the

Contract, (d) perform anew unsatisfactorily such work as has been rejected by the Owner, (e) carry on the work in a manner contrary to this Contract, or (f) otherwise fail to perform its obligations under this Contract.

**VI. NOTICES**

Any notices required or permitted hereunder must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ( ) - \_\_\_\_\_

OWNER: Placentia Library District  
411 E. Chapman Avenue  
Placentia, CA 92870  
(714) 528-1906

**VII. GOVERNING LAW.** The Owner and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Contract and also govern the interpretation of this Contract. Any litigation arising out of this Contract shall take place in the Superior Court for the County of Orange, California.

**VIII. ATTORNEYS FEES.** In the event litigation is filed by one party against the other to enforce its rights under this Contract, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

**IX. ENTIRE AGREEMENT.** This Contract contains the entire understanding between the parties relating to the obligations of the parties described in this Contract. Each party is entering into this Contract based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. No representation or promise, written or verbal, express or implied, that is not set forth herein shall be valid or binding. The

provisions of this Contract shall govern over any inconsistent provisions in Exhibit A, the Proposal.

- X. AUTHORITY TO EXECUTE THIS AGREEMENT. Each person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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

Placentia Library District ("Owner")

\_\_\_\_\_  
President of the Board

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
("Contractor")

By: \_\_\_\_\_

By: \_\_\_\_\_  
(two corporate signatures required)



**[SMALL] EQUIPMENT OR CONSTRUCTION CONTRACT**

This [Equipment][Construction] Contract (hereinafter referred to as a "Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Placentia Library District, a California special district (hereinafter referred to as "Owner") and \_\_\_\_\_, a California Corporation (hereinafter referred to as "Contractor").

**RECITALS**

WHEREAS, the Owner desires to obtain the services of a contractor to \_\_\_\_\_  
at its library at 411 E. Chapman Avenue, Placentia, CA 92870 (hereinafter referred to as "Property"); and

WHEREAS, Contractor has submitted a proposal \_\_\_\_\_; and

WHEREAS, the Contractor warrants being licensed in the State of California and qualified to \_\_\_\_\_.

**AGREEMENT**

NOW THEREFORE, in consideration of the recitals and the mutual promises herein contained, the Owner and Contractor agree as follows:

**I. DESCRIPTION OF THE WORK**

- A. The Contractor shall furnish all labor, material and equipment to \_\_\_\_\_ as described in the proposal dated \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached hereto and incorporated herein as Exhibit "A." Contractor shall faithfully perform the work within \_\_\_\_\_ ( ) weeks from the Owner's written Order to Proceed with the work. All work shall be performed in strict accordance with the proposal, and subject to, and in strict conformance with all of the conditions, covenants, stipulations, terms and provisions contained in this Contract. All of the representations, rights, and obligations of the Owner and Contractor are embodied in the Contract and any prior oral or written agreement not included herein shall not be binding upon or inure to the benefit of any of the parties. In the event of any conflict between the terms of the Contractor's proposal and the terms of this Agreement, the terms of this Agreement shall prevail.
- B. This Contract includes the work write-up, Contractor's proposal, and, if applicable, drawings and amendments to the Contract, which are incorporated by reference and specifically identified below and hereby made a part of this Contract.
- C. The "exclusions" to the work contained in the proposal are modified so as to provide Owner with a completed project. Therefore, the following items are not excluded from the work: \_\_\_\_\_

In addition, to the extent other items included in the exclusions section of the proposal are listed in and required in other sections of this Contract, the provisions of this Contract shall control.

## II. COMPENSATION AND METHOD OF PAYMENT

- A. Subject to the retention amount specified herein, Owner agrees to pay Contractor for successful completion of the work, a sum equal to the aggregate cost of the work, labor, materials and supplies done and furnished at the price and rates set forth in the Contractor's proposal, said sum being \_\_\_\_\_ dollars and \_\_\_\_ cents. (\$\_\_\_\_.\_\_\_\_). Contractor covenants and agrees to faithfully comply with and perform each and every obligation imposed upon the Contractor by the Contract and the terms of the proposal, as accepted and approved by the Owner.
- B. Payment request shall be made by the Contractor to the Owner for work that has been performed. The Contractor shall be entitled to a maximum of five partial payment requests plus a final payment request. Any additional Contractor payment request to the Owner beyond the maximum number must be approved in writing by the Owner. A ten percent (10%) retainage shall be withheld by the Owner from each Contractor payment. The final payment request shall include the release of the ten percent (10%) retainage and shall be submitted to the Owner within 35 days after final completion and acceptance and approval of the work by the Owner and of the filing of a Notice of Completion of the project, if any.
- C. Contractor shall submit an invoice at the beginning of the Contract and after satisfactory completion of each payment milestone set forth above. Invoices shall be submitted between the first and fifteenth business day of each month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed amounts. If the Owner disputes any of Contractor's amounts it shall give written notice to Contractor within 15 days of receipt of a invoice of any disputed fees set forth on the invoice. Any undisputed payment not paid to Contractor within the thirty (30) day period will accrue interest in an amount equal to one-and-a-half percent (1.5%) per month, compounded monthly, on the outstanding balance from the billing date.
- D. No payment will be made for any work which is not specified in this Contractor or any change order to it.

## III. GENERAL CONDITIONS

- A. Proposal. This Contract, which includes the Contractor's proposal, has been properly signed and dated by the Contractor, and the Owner by signing this Contract, accepts the said Contractor's proposal which becomes part of this Contract.

- B. Order to Proceed. The Owner shall issue a written Order to Proceed within fifteen (15) consecutive calendar days from the date this Contract is executed. If the Order to Proceed is not received by the Contractor within this fifteen (15) day period, the Contractor shall have the option to cancel this Contract without liability to any party thereto. The Contractor shall commence construction within seven (7) consecutive calendar days after the issuance of the Order to Proceed and must satisfactorily complete the work specified by the completion date as set forth in the said Order to Proceed.
- C. Independent Contractor. Contractor is and shall at all times remain as to the Owner a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither Owner nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor's or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the Owner. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against Owner, or bind Owner in any manner.
- D. Insurance. The Contractor and all subcontractors employed by the Contractor shall purchase and maintain insurance that will protect them from claims under workers compensation acts and other employee benefits acts, and from claims for damages which may arise out of or result from the Contractor's operations during construction, whether such operations be by the Contractor or by any subcontractor's operations or anyone directly or indirectly employed by any of them. Certificates showing that the insurance will remain in force throughout the life of the Contract and may be required by the Owner at the time of Contract signing. The insurance during construction and for the term of the Contract shall be written for not less than the following coverage:
1. Comprehensive general liability insurance with minimum limits of coverage at \$1,000,000.00 per each occurrence for bodily injury, personal injury or property damage;
  2. Automobile liability insurance with minimum limits of coverage at \$1,000,000.00 per accident for bodily injury and property damage; and
  3. Worker's compensation insurance and other employee benefits in compliance with and as required by the laws of California.
- E. Permits. The Contractor and all subcontractors must obtain and pay for all permits and licenses, as may be required by the City of Placentia, County of Orange, and the State of California, necessary for the completion and execution of the work to be performed. Contractor shall provide to Owner proof of the state required contractor's license for the work, which Owner shall verify upon receipt.

- F. Licenses. As required by law, the Contractor and all subcontractors must be licensed by the California Building Standards Commission and all other applicable regulatory agencies for the nature of work being performed.
- G. Damages/Repairs. The Contractor must make every reasonable effort to protect the possessions of the Owner that remain in the work area from loss or damage. Any portion of the property damaged by the Contractor or subcontractor during the course of the work must be repaired at no additional cost to the Owner. The term "damages" shall include, but not limited to, any damage caused by the contract operation or workers during construction to Owner's property. When "repair of existing work" is called for in the work write-up, the finished work shall match adjacent work in design and dimension to blend with existing work so that the patch or replacement will be inconspicuous.
- H. Assignment. This Contract shall not be assigned by Contractor in whole or part without the written consent and approval of the Owner. Any request for assignment shall be addressed and a copy to the Owner.
- I. Subcontractors. The Contractor shall provide the Owner with a list of all subcontractors, and shall demonstrate that they are licensed in the State of California, County of Orange, and the City of Placentia to perform the work for which they are subcontracted by Contractor. The Contractor agrees not to hire or use any subcontractor that the Owner deem unacceptable. The Contractor shall require each subcontractor to be bound to the Contractor by the terms of the Contract and to assume toward the Contractor all obligations and responsibilities which the Contractor assumes towards the Owner. The Contractor shall make available to each proposed subcontractor, prior to the subcontract agreement being executed, copies of the Contract to which the subcontractor shall be bound.
- J. Supervision. The supervision of all work, including coordination of all portions of the work under the Contract must be provided by the Contractor. The Contractor shall ensure discipline and order among all employees of Contractor and subcontractors. Workers shall be competent and capable of performing the work assigned to them. Helpers and apprentices shall work under the supervision of a skilled tradesperson or other supervisory personnel.
- K. Change Orders. The Contract may be amended by change order at any time provided that the change order makes specific reference to this Contract and is executed in writing by both the Contractor and the Owner, with the Owner's approval. The change order will not invalidate this Contract, or relieve or release the Contractor or the Owner from their respective obligations under this Contract. The change order may make changes in the time allowed for completion of the work or changes to the work write-up. The work thereunder shall not start until the Contractor has been notified in writing that the change has been approved by the Owner. Any work performed by the Contractor without written authorization of the Owner is at the Contractor's own risk. If



the Contractor's proposal fails to specify a unit price, the Owner shall calculate the change based on the Contractor's cost of work write-up. The cost of additional work and materials under any change order shall be the responsibility of the Owner.

- L. Inspections and Final Payments. Periodic inspection shall be performed by the Owner and the applicable City of Placentia building inspector(s). Upon completion of work pertaining to this Contract, the Contractor shall notify and arrange for an inspection of the work by the Owner and the applicable City of Placentia inspector(s). Should an inspection reveal that the work is not completed and/or is not satisfactory, the Owner and/or the City of Placentia inspector(s) will notify the Contractor of the deficiencies and will request that the Contractor indicate what action will be undertaken to complete the work. No final payment shall be authorized by Owner until the City of Placentia inspector verifies that the work is acceptable.
- M. Standard of Work and Codes. The Contractor shall perform all work in a good and workmanlike manner and in conformance with all applicable government code provisions as interpreted by the Placentia City inspectors, whether or not specifically mentioned in the work write-up and drawings for the work. Contractor shall at all times faithfully, professionally, lawfully and competently and to the best of its ability, experience and talent, perform the work described herein. In addition, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons and businesses engaged in providing similar services as are required by Contractor in meeting the obligations of this Contract.
- N. Clean-Up. On a daily basis, the Property must be kept free from the accumulation of waste materials and rubbish. All tools, construction equipment, machinery and surplus materials stored at the property must be neat and orderly. Upon the completion of work, all glass surfaces shall be cleaned and work left "broom clean" or its equivalent, except otherwise specified. All debris, trash, waste and surplus materials shall be removed from the job site and disposed of by legal means. Final payment shall not be authorized until the Contractor has cleaned the property as required by this section and approved by Owner.
- O. Guarantees and Warranties.
  - a. The Contractor warrants and guarantees to the Owner that all materials and equipment used in the work are new, unless otherwise specified, and that all work is of good quality, free from faults and defects. All work not conforming to these standards and not in conformance with the work write-up shall be considered defective. The work performed by the Contractor is to be guaranteed for a period of one year from the date of final acceptance of all the work required by the Contract. The Contractor shall furnish Owner with all manufacturers' and suppliers' written guarantees and warranties, covering materials and equipment furnished under the Contract.

b. Should any defect, error or failure in the equipment that prevents full use of the equipment ("non-conformity") continue for five (5) or more consecutive business days after expiration of the thirty (30) day correction period specified below, then Contractor shall be in breach of this Agreement and this warranty and Contractor shall return Owner's purchase price in full within thirty (30) days of demand by Owner. This warranty shall be subject to the following restrictions and requirements:

1) Should a non-conformity be discovered by the Owner, the Owner shall notify Contractor immediately and provide a detailed description of the non-conformity in writing. Contractor shall have no liability under this Section until the Owner provides written notice to Contractor.

2) After notifying Contractor of a non-conformity, the Contractor shall have thirty (30) days, or such other period agreed upon in writing, within which to correct the non-conformity or provide Owner with an acceptable remediation plan.

3) During the correction period, Contractor shall replace all or a portion of the equipment, or use other commercially acceptable means, to bring the equipment into conformity.

4) If Contractor does not provide an acceptable remedy during the correction period, the Owner may request a refund of the total cost of the work.

5) If the Owner requests such a refund, the Owner shall make the request in writing, and shall include a detailed explanation of the non-conformity.

P. Regulatory Requirements. All sales, consumer, use and other taxes required by law must be paid by Contractor. All laws, ordinances, rules, regulation and order of any public authority bearing on the work must be complied with by Contractor.

Q. Prevailing Wages. If any of the work required to be performed by Contractor is subject to prevailing wage laws, then pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Owner has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to perform pursuant to this Agreement, from the Director of the Department of Industrial Relations. These rates are on file with the Owner. Copies may be obtained at cost at the office of the Owner. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the Owner, as a penalty, the sum of \$25.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement.

Contractor agrees to defend, indemnify and hold free and harmless, Owners and Owner's elected officials, officers, employees and agents, with respect to any claim, liability, penalty or judgment based on or alleging Owner's failure to pay prevailing wages.

- R. Dispute Resolution. Should any dispute arise concerning (a) the intent or meaning of the work described in the work write-up or any change order, (b) the quality of workmanship or materials, (c) the value of any work, (d) payment for work, or (e) for other reasons pertaining to the terms and conditions of the Contract, the parties agree that all disputes or claims arising out of the Contract shall be resolved through mediation or arbitration.
- S. Occupancy. The premises are to be occupied during the course of the work.
- T. Lead Based Materials. The use of lead based materials on any surface, interior or exterior is prohibited.
- U. Scheduled Working Hours. The Contractor must coordinate work schedules with the Owner. All schedules and changes to said schedules shall be approved by Owner. The Contractor will not be permitted to perform work on Friday, Saturday, Sunday or after library hours without written approval from the Owner.
- V. Hold Harmless.
  - a. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend Owner, and Owner's elected officials, officers, agents, employees and volunteers ("Indemnitees") from and against any and all claims and losses, liabilities, penalties, costs and/or expenses for any damage due to death or injury to any person and/or damage to any property, mechanics liens, stop notices, violation of any local, state or federal rule or regulation, or other loss of any nature resulting from any acts or omissions, including but not limited to, alleged intentional, reckless or negligent acts, errors or omissions, of Contractor or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys fees incurred by counsel of Owner's choice.
  - b. Contractor hereby expressly represents that it is fully authorized to provide and/or license for Owner's use, all of the hardware and equipment required by this Agreement. Contractor warrants that it has sole proprietary interest, or has otherwise paid any and all applicable licenses or other fees and costs, as to any and all hardware and equipment, which it may provide Owner in the performance of this Agreement. Contractor agrees to indemnify, defend and hold free and harmless, Owner and its elected officials, officers, servants and employees from any and all claims, demands, liabilities, actions, causes of action, penalties, obligations, costs or expenses claimed by any person or entity as a result of an alleged infringement of any proprietary interest arising out of Owner's use of the hardware, equipment, or other materials provided by

Contractor pursuant to this Agreement. Contractor may, at Owner's option, conduct the defense in any such action alleging proprietary infringement and Owner shall cooperate in good faith with such defense.

W. Miscellaneous. This Contract becomes effective and binding when signed by the Contractor and the Owner.

IV. OWNER'S RESPONSIBILITIES

- A. Owner and/or Owner's Project Manager shall facilitate the performance of the work by cooperating with the Contractor by removing and replacing non-fastened rugs or floor coverings, decorations and furniture as necessary for the orderly progress of the work by the Contractor, unless otherwise specified in the Work Write-Up.
- B. Owner shall permit the Contractor to use, at no cost, existing utilities such as light, heat, power, and water as reasonably necessary to carry out and complete the work.

V. TERMINATION BY OWNER FOR CAUSE

The Owner shall have the right to terminate this Contract without process or action at law, by notice to the Contractor in writing sent registered or certified mail to the Contractor's last known address, should the Contractor (a) become insolvent or declare bankruptcy, (b) fail to start or make satisfactory progress on the work to be performed under this Contract, (c) fail to comply with written orders of the Owner which are consistent with the terms of the Contract, (d) perform anew unsatisfactorily such work as has been rejected by the Owner, (e) carry on the work in a manner contrary to this Contract, or (f) otherwise fail to perform its obligations under this Contract.

VI. NOTICES

Any notices required or permitted hereunder must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_

OWNER: Placentia Library District  
411 E. Chapman Avenue

Placentia, CA 92870  
(714) 528-1906

VII. GOVERNING LAW. The Owner and Vendor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation arising out of this Agreement shall take place in the Superior Court for the County of Orange, California.

VIII. ATTORNEYS FEES. In the event litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

IX. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. No representation or promise, written or verbal, express or implied, that is not set forth herein shall be valid or binding. The provisions of this Agreement shall govern over any inconsistent provisions in Exhibit A, the Proposal.

X. AUTHORITY TO EXECUTE THIS AGREEMENT. Each person executing this Agreement on behalf of Vendor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Vendor and has the authority to bind Vendor to the performance of its obligations hereunder.

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

Placentia Library District ("Owner")

---

President of the Board

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
("Contractor")

By: \_\_\_\_\_

By: \_\_\_\_\_  
(two corporate signatures required)

**AGREEMENT FOR \_\_\_\_\_ SERVICES BETWEEN  
THE PLACENTIA LIBRARY DISTRICT AND  
\_\_\_\_\_ INCORPORATED FOR THE [NAME OF  
PROJECT OF SERVICE]**

**THIS AGREEMENT** is made and effective as of \_\_\_\_\_, between the Placentia Library District, a California independent special district ("District") and \_\_\_\_\_ Inc. ("Consultant"), a California corporation.

**RECITALS**

- A. The District has determined that it requires the services of Consultant to provide \_\_\_\_\_.
- B. On \_\_\_\_\_, the Consultant submitted a proposal for services for \_\_\_\_\_.
- C. Consultant represents that it has the experience, staff and capability to provide the type of outreach services necessary to assist the District in the accomplishment of the program.

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

**1. TERM.**

This Agreement shall commence on \_\_\_\_\_, 201\_, and shall remain and continue in effect until tasks described herein are completed, but in no event later than \_\_\_\_\_, 20\_\_, unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES.**

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is set forth in Exhibit B.

**3. PERFORMANCE.**

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

**4. PAYMENT.**

- A. The District agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibits A and B, Tasks to

be Performed and Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \_\_\_\_\_ Thousand, \_\_\_\_\_ Hundred \_\_\_\_\_ Dollars (\$\_\_\_\_.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance by the District and approved in writing by the Library Director.

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

**5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.**

A. The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten (10) days prior written notice. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the District. Upon termination of the Agreement pursuant to this Section, Consultant will submit an invoice to the District pursuant to Section 4.

**6. DEFAULT OF CONSULTANT.**

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

B. If the Library Director or his or her delegate determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve Consultant with written notice of the default. Consultant shall have (10) days after service upon



it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, the District shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**7. OWNERSHIP OF DOCUMENTS.**

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

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

C. With respect to the design of public improvements, Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of Consultant.

**8. INDEMNIFICATION. – TWO OPTIONS – PICK ONE**

A. *[USE THIS PARAGRAPH AND PARAGRAPH B ONLY IF THE CONSULTANT IS PROVIDING DESIGN PROFESSIONAL SERVICES]* Indemnity for Design Professional Services. In connection with its design professional services, Consultant shall hold harmless and indemnify District, and its elected officials, officers, employees, servants, designated volunteers, and those District agents serving as independent contractors in the role of District officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to,

or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Paragraph A, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the District, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of District's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Paragraph B shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees."

***[USE THIS PARAGRAPH IF THE CONSULTANT'S SERVICES ARE NOT FOR DESIGN PROFESSIONAL SERVICES.]*** Consultant shall defend, hold harmless and indemnify the District, and their elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of District officials, (collectively, "Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense (collectively, "claims"), including but not limited to death or injury to any person and injury to any property, arising out of, pertaining to, or relating to Consultant's performance of this Agreement. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of District's choice, and shall pay all costs and expenses, including all District's attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Paragraph B shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

**9. INSURANCE REQUIREMENTS.**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If Consultant owns no

automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

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

4) Professional Liability Insurance shall be written on a policy form providing professional liability for Consultant's profession.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One million dollars (\$1,000,000) per accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability coverage: One million dollars (\$1,000,000) per claim and in aggregate. (Consult with the District's Risk Manager before including this insurance provision in your agreement as this requirement may either need to be changed or excluded).

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Library Director. At the option of the Library Director, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The District, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.

2) For any claims related to this project, Consultant's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute to it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its officers, officials, employees or volunteers.

4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. Consultant shall furnish the District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the District. All endorsements are to be received and approved by the District before work commences. As an alternative to the District's forms, Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

## **10. INDEPENDENT CONTRACTOR.**

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

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

or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

**11. LEGAL RESPONSIBILITIES.**

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

**12. RELEASE OF INFORMATION.**

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the District's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the Library Director or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the District notice of such court order or subpoena.

B. Consultant shall promptly notify the District should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the District. The District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the District and to provide the District with the opportunity to review any response to discovery requests provided by Consultant. However, the District's right to review any such response does not imply or mean the right by the District to control, direct, or rewrite said response.

**13. NOTICES.**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To District:

Placentia Library District

[Type text]

[Type text]

Mailing Address:  
411 East Chapman Avenue  
Placentia, California 92870  
Attention: Library Director

To Consultant:

[Name of Consultant]

\_\_\_\_\_, California 9\_\_\_\_\_  
Attention: \_\_\_\_\_, President

**14. ASSIGNMENT.**

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the District. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the District and Consultant.

**15. LICENSES.**

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

**16. GOVERNING LAW.**

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the District within Orange County, California. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

**17. PROHIBITED INTEREST.**

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

**18. ENTIRE AGREEMENT.**

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

**19. AUTHORITY TO EXECUTE THIS AGREEMENT.**

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

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

**PLACENTIA LIBRARY DISTRICT**

\_\_\_\_\_  
Jeanette Contreras  
Library Director

ATTEST:

\_\_\_\_\_  
[District Secretary]

**[NAME OF CONSULTANT]**

\_\_\_\_\_ Inc.

By: \_\_\_\_\_

Name:

Title: President

By: \_\_\_\_\_

Name:

Title:

[Type text]

[Type text]

**EXHIBIT A**

**TASKS TO BE PERFORMED**

**PROPOSAL SUBMITTED \_\_\_\_\_,201\_ FROM \_\_\_\_\_.**



[Type text]

[Type text]

**EXHIBIT B**  
**PAYMENT RATES AND SCHEDULE**

