



# AGENDA

## PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES UNUSUAL DATE, TIME & LOCATION MEETING

September 23, 2019

6:30 p.m.








Community Meeting Room

### Mission Statement:

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

### The Centennial Vision Statement:

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

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

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

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

**PLEDGE OF ALLEGIANCE**      Library Board President

### **CALL TO ORDER**

1. Call to Order                      Library Board President
2. Roll Call                              Recorder
3. Adoption of Agenda  
*This is the opportunity for Board members to delete items from the Agenda, to continue items, to re-order items, and to make additions pursuant to Government Code Section 54954.2(b).*  
Presentation:      Library Director  
Recommendation:      Adopt by Motion

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

**TRUSTEE & ORGANIZATIONAL REPORTS**

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

**CONSENT CALENDAR (Items 9 – 22)**

Presentation: Library Director  
Recommendation: Approve by Motion

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

**MINUTES (Item 9) – Available at the October Board Meeting**

9. Minutes of the August 26, 2019 Library Board of Trustees Work Session. (Receive & File and Approve)

**CASH FLOW ANALYSIS (Items 10 – 11) – Available at the October Board Meeting**

10. Check Register for July & August 2019. (Receive & File and Approve)
11. FY2018-2019 Cash Flow Analysis through July & August 2019; the Schedule of Anticipated Property Tax Revenues for FY2018-2019 as provided by the Orange County Auditor. (Receive & File).

**TREASURER'S REPORTS (Items 12 – 15) – Available at the October Board Meeting**

12. Financial Reports for July & August 2019 for Placentia Library District Accounts on Deposit with the Orange County Treasurer. (Receive & File)
13. Balance Sheet for July & August 2019. (Receive & File)
14. Acquisitions Report for July & August 2019. (Receive & File)
15. Entrepreneurial Activities Report for July & August 2019. (Receive & File)

**GENERAL CONSENT REPORTS (Items 16 – 18) – Available at the October Board Meeting**

16. Personnel Report for July & August 2019. (Receive, File, and Ratify Appointments)
17. Circulation Report for July & August 2019. (Receive & File)
18. Review of Shared Maintenance Costs with the City of Placentia under the JPA. (Receive & File)

**STAFF REPORTS (Items 19 – 22) – Available at the October Board Meeting**

19. Administration Report for July & August 2019.
20. Children's Services Report for July & August 2019.
21. Adult Services Report for July & August 2019.
22. Placentia Library Web Site & Technology Report for July & August 2019.

**NEW BUSINESS**

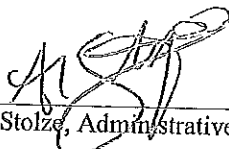
23. Discuss Placentia Library District Policy 2275 – Social Media and Approve Amendments as Discussed.
24. Travel Authorization for the Library Director to Attend the California Library Association Annual Conference in Pasadena, October 24-26, 2019.
25. Authorize Amendments to the Placentia Library District Policy 6030 – Circulation as Presented and Discussed.
26. Authorize Amendments to the Placentia Library District Policy 6035 – Fee Schedule as Presented and Discussed.
27. Authorize Amendments to the Placentia Library District Policy 6065 – Public Behavior Policy as Presented and Discussed.
28. Discuss and authorize Board President Carline to sign the Agreement for the Joint Use of Facilities Between the City of Placentia and the Placentia Library District.

**ADJOURNMENT**

29. Agenda Preparation for the October Date Meeting which will be held on October 21, 2019 unless re-scheduled by the Library Board of Trustees.
30. Review of Action Items.  
*No action or discussion shall be taken on any item not appearing on the posted Agenda, unless authorized by law.*
31. Adjourn

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

I, Alyssa Stolze, Administrative Assistant of the Placentia Library District, hereby certify that the Agenda for the September 23, 2019 Unusual Date Meeting of the Library Board of Trustees of the Placentia Library District was posted on September 19, 2019

  
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Alyssa Stolze, Administrative Assistant



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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 the Placentia Library District Policy #2275 – Social Media Policy

**DATE:** September 23, 2019

**BACKGROUND**

The Placentia Library District Policy #2275 – Social Media Policy was presented to the Library Board of Trustees on October 18, 2010 and approved by the Library Board of Trustees at the November 15, 2010 Regular meeting. It is at this meeting that the Library Board of Trustees also directed Library Staff to present the policy again after its one year of implementation for further discussion.

The Policy was revisited at the November 21, 2011 Board meeting with no amendments to be made to the current version of Policy #2275.

As a government agency, the Placentia Library District, continues to look for opportunities to leverage social media to improve the quality of library services and enable greater patron engagement. Publicly available social media sites, such as Facebook and Twitter, are providing government agencies with viable options for meeting new objectives. They have established communities and networks and provide a wide range of audio, video, and interactive capabilities without substantial costs. Having and enforcing a social media policy is critical in establishing ground rules for employees with regard to online activities. It also serves as a reminder that the content isn't private and may ultimately reflect on Placentia Library District as an organization.

The District's recent social media activities and presence have been high due to the promotion and publicity of the renovation project and service and program impacts. It was requested by a trustee to include an agenda item to discuss the guidelines for posting to the District's website and social media platforms.

Attachment A is the current version of Placentia Library District Policy #2275 – Social Media Policy.

Fiscal Impact: \$0

**RECOMMENDATION**

Action to be determined by the Library Board of Trustees.

# Placentia Library District

## POLICY MANUAL

**POLICY TITLE:** Social Media Policy  
**POLICY NUMBER:** 2275

**2275.1 Policy Statement.** Social media may be used by Placentia Library District employees and trustees for District-related purposes subject to the restrictions set forth in this policy. These restrictions are intended to ensure compliance with legal and regulatory restrictions and privacy and confidentiality requirements.

**2275.2 Purpose.** The purpose of this policy is to provide Placentia Library District employees and trustees with requirements for participation in social media, including Placentia Library District-hosted social media, and in non-Placentia Library District social media in which the employee's Placentia Library District affiliation is identified.

### **2275.3 Definitions**

**2275.3.1 Social Media** is defined as a website or application which allows users to publish and share information online.

**2275.3.2 Library-hosted systems** are defined as computer systems operated by the Placentia Library District, or on its behalf and direction.

**2275.3.2 Non-Library-hosted systems** are defined as computer systems not operated by the Placentia Library District, or on its behalf and direction, but which permit Library-sourced content to be published at their discretion.

### **2275.4 Provisions**

**2275.4.1 Library use of social media technologies on Library-hosted systems.** The Placentia Library District will establish and use social media technologies in pursuit of its vision, mission, goals, and objectives as defined in the Placentia Library District Policy Manual.

**2275.4.2 Approval.** Approval for the establishment of Library-hosted social media use, including but not limited to blogs and social networks, will come from the Library Director. Social media accounts established to represent the Library District as an institution shall also be subject to approval by the Library Director.

**2275.4.3 Editorial Control.** The Library reserves the right to edit or remove comments

and/or content from Library-hosted systems when they are determined to be in violation of Library policies.

**2275.4.4 Account Management.** Account information (including login names and passwords) for accounts established to represent the Library District as an institution, shall be shared with the Library Director.

**2275.4.5 Use of non-Library hosted social media systems.** The Placentia Library District will make use of non-Library hosted social media technologies in pursuit of its vision, mission, goals, and objectives as defined in the Placentia Library District Policy Manual, both as an institution and through permitting employees and trustees to participate, subject to Library policies.

**2275.4.6 Employee Conduct.** Employees and trustees are expected to adhere to Placentia Library District policy requirements on computer use, communications, and interaction with the public (including but not limited to **#2270 Internet, E-mail, and Electronics Communication Ethics, Usage and Security, and #4010 Code of Ethics**), as well as applicable state and federal laws when using or participating in social media as part of their position with the Library. Employees and trustees should in particular respect patron privacy and confidentiality, Library proprietary and security information, and present a professional and ethical image.

**2275.4.7 Disclaimer.** Employees and trustees shall include the following disclaimer when using social sites when they identify their affiliation with the Placentia Library District: "The opinions expressed on here are my own and do not necessarily represent those of the Placentia Library District."

**2275.4.8 Content.** Employees and trustees providing online content through social media as part of their position with the Library shall ensure that the information is accurate, pertinent, and is in accordance with the vision, mission, goals, and objectives of the Library and complies with applicable Library policies.

**2275.5 Public conduct guidelines.** Members of the public are invited to participate in Library-hosted social media use, or Library controlled subject to Library policies (including but not limited to **#6020 Public Computer and Internet Access Policy, and #6025 Public Internet Use Policy**), as well as the following guidelines: Public comments may not include the following:

- Obscene or racist content
- Personal attacks, insults, or threatening language
- Potentially libelous statements
- Plagiarized material
- Private, personal information of others published without their consent
- Comments totally unrelated to the content of the forum
- Hyperlinks to material that is not directly related to the discussion
- Commercial promotions or spam

The Placentia Library District reserves the right to edit or remove comments that violate this policy, any related policies, or applicable state or federal laws.



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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:** **Travel Authorization for the Library Director to attend the Annual California Library Association (CLA) Conference in Pasadena, California on October 24-26, 2019.**

**DATE:** September 23, 2019

**BACKGROUND**

The Annual California Library Association Conference will be October 24-26, 2019 in Pasadena, California. The theme for this year's conference is the League of Extraordinary Librarians. The conference includes the following speakers:

Keynote Speaker

Steve Pemberton's triumphant life story is about defying seemingly insurmountable beginnings as a child orphaned into foster care. As told in the major motion picture and acclaimed, best-selling memoir, *A Chance in the World*, adversity only fueled his desire to become a man of resilience, determination and vision.

He currently serves as Chief Human Resources Officer for Workhuman (formerly Globoforce). Prior to that, he served as the first-ever Global Chief Diversity Officer for Walgreens Boots Alliance. Steve's tireless advocacy for the disenfranchised has earned him numerous accolades, including the prestigious Horizon Award by the United States Congress, presented to individuals in the private sector who have contributed to expanding opportunities for all Americans.

Featured Speakers

Eric Klinenberg is a professor of sociology and the director of the Institute for Public Knowledge at New York University. His most recent book is *Palaces for the People: How Social Infrastructure Can Help Fight Inequality, Polarization, and the Decline of Civic Life*, available now. He is also the coauthor of the #1 New York Times bestseller *Modern Romance*. Klinenberg's previous books include *Going Solo: The Extraordinary Rise and Surprising Appeal of Living Alone*, *Heat Wave: A Social Autopsy of Disaster in Chicago*, and *Fighting for Air: The Battle to Control America's Media*. In addition to his books and scholarly articles, Klinenberg has contributed to *The New Yorker*, *The New York Times Magazine*, *Rolling Stone*, *Wired*, and *This American Life*.

Ken Breisch is an Associate Professor of Architecture and American Studies and Ethnicity. He holds a Ph.D. from the University of Michigan and served as founder and Director of the USC Graduate Programs in Historic Preservation (now Heritage Conservation) from 1997 to 2011. Under his leadership, this program was the recipient of the California Preservation Foundation President's Award and a Los Angeles Conservancy Preservation Award. Breisch

has taught at SCI-Arc (The Southern California Institute of Architecture), the University of Delaware and the University of Texas at Austin and served as Director of Survey and Planning for the Texas State Historic Preservation Office from 1981 until 1986. He has published on American architectural history, especially in the areas of vernacular building and library design, where his books include *Henry Hobson Richardson and the Small Public Library in America: A Study in Typology* (MIT, 1997); *The Los Angeles Central Library: Building an Architectural Icon, 1872-1933* (J. Paul Getty Trust, 2016); and *American Libraries: 1730-1950* (Library of Congress and W. W. Norton, 2017). He is the co-editor of *Constructing Image, Identity and Place: Perspectives in Vernacular Architecture, IX*; and *Building Place: Perspectives in Vernacular Architecture, X* (University of Tennessee Press: 2003 and 2005). Breisch is a past president of the Society of Architectural Historians and has served on the Board of The Vernacular Architecture Forum. He was a Santa Monica Planning Commissioner from 1993 to 2000, and a member of the Board of the Santa Monica Public Library from 2001 to 2014. He currently serves on the Santa Monica Landmarks Commission and is Board Member Emeritus of the Santa Monica Conservancy.

The Library Director will represent the Placentia Library District on a state level stage through her commitment and level with the California Library Association and its board.

We are requesting travel authorization for the Library Director to attend the CLA conference in Pasadena, California. Authorization will include mileage, lodging and per diem.

Fiscal Impact: \$1,200

#### **RECOMMENDATIONS**

1. Motion to authorize the Library Director to attend the Annual California Library Association Conference on October 24-26 in Pasadena, California; and
2. Authorization by a roll call vote; and
3. Roll call vote.

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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:** Authorize an amendment to Placentia Library District Policy 6030 – Circulation Policy

**DATE:** September 23, 2019

**BACKGROUND**

The Library Board of Trustees approved recommended changes to Placentia Library District Policy 6030 – Circulation Policy at the May 22, 2017 meeting as reflected in the current policy. Please refer to Attachment A.

At the September 10, 2019 Staff Development Day, staff revisited the policy and recommended the following amendments and additions:

1. Loan Period for E-books/downloadable audio books – from 2 weeks to 3 weeks
2. Loan Period for LOTs – 2 weeks (addition)
3. Loan Period for Video Games – from 3 weeks to 1 week
4. Loan Limits for Video Games – from 3 games to 5 games
5. Eliminate 6030.2.2.1 and 6030.2.2.2
6. Change “fine” to “fee(s)”

Additional recommendations are reflected on Attachment A as underlined.

Fiscal Impact: N/A

**RECOMMENDATION**

Authorize an amendment to Placentia Library District Policy 6030 – Circulation Policy as presented, inclusive of comments received from the Library Board of Trustees.


# Placentia Library District

## POLICY MANUAL

**POLICY TITLE:** Circulation  
**POLICY NUMBER:** 6030

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

**6030.1.1** Loan Periods for Library Materials are as follows:



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

**6030.1.2** Item Loan Limits are as follows:

- 25 total items at one time
- 5 Ebooks, downloadable audio books, DVD new releases
- 5 Video games

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

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

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

**6030.3** Notification Process:

**6030.3.1** Reminder notices are either emailed, texted or postal mailed to cardholders

7 days after an item's due date.

6030.3.2 Invoices for the full cost of the item plus the processing fee are mailed 30 days after an item's due date.

6030.3.3 If "Invoice" or "Fee" notices are returned by the Post Office as "undeliverable" the staff will attempt to contact the cardholder by telephone at the number in the Circulation System.

6030.3.3.1 If the cardholder cannot be notified by telephone the account will be reported immediately to the collection agency with a \$25.00 surcharge added to the account's balance.

6030.3.3.2 Accounts with invoices or 2nd fee notices that remain unpaid after 10 days from the date of the notice will be reported to the collection agency with a \$25.00 surcharge added to the account's balance.

6030.3.3.3 Borrowers who return overdue/lost items remain responsible for the accumulated fees and service charges. Borrowers returning any lost items within 30 days from the original due date, will be refunded the lost and processing fees. Borrowers will still be responsible for overdue fees. Notices are mailed for outstanding accounts.

6030.3.3.4 Accounts for cardholders having more than \$40.00 in accumulated fees and who have not responded to the fee notices from the Library, will be reported to the collection agency with a \$25.00 surcharge added to the account's balance.

6030.4 Parent/guardians are responsible for items checked out on a card issued to minor children. Library cards are not issued to minors without the identification information and signature of the parent/guardian assuming financial responsibility for that card.

#### 6030.5 Returned Checks

6030.5.1 Returned Check charges are made as prescribed by Section 1719 of the California Civil Code. Checks returned from the bank for any reason will be assessed a \$25.00 surcharge.

6030.5.2 On the 30th day from the date of the written notice to the issuer, the surcharge increases to 3 times the face value of the check or

\$100.00, whichever is greater, and the account is immediately reported to the Collection Agency.

- 6030.6 The Supervising Librarian, Public Services Manager, or Support Services Manager may clear accounts of any type that have been reported to the collection agency.
- 6030.7 California Education Code, Section 19911 in part states: Offenses Against Libraries 288002. RETENTION OF PROPERTY. Any person who willfully detains any book, newspaper, magazine, pamphlet, manuscript, or other property belonging to any public or incorporated library, reading room, museum, or other educational institution, for 30 days after notice in writing to return the article or property, given after expiration of the time for which by the rules of the institution the article or property may be kept is guilty of a misdemeanor.
- 6030.7.1 The parent or guardian of a minor who willfully and maliciously commits any act within the scope of this section will be liable for damages so caused by the minor.
- 6030.8 Telephone renewals and inquiries (online access available 24/7)
- 6030.8.1 To minimize overdue fees and/or lost item charges the Library recommends calling the Circulation/Technology Department at 714-528-1906 during the hours when the Library is open for public service to:
- 6030.8.1.1 Verify the due date of an item.
- 6030.8.1.2 Renew or request an extension of a loan period.
- 6030.8.1.3 Report if an item is lost.
- 6030.8.1.4 To update account information, staff will use the patron's driver's license or government issued identification for verification.**
- 6030.8.2 Overdue fees accumulate until each item is reported lost. Once it is reported lost the staff will search for the item within a week. If the item is not found the person responsible for the library card will receive an invoice for the replacement cost plus the processing fee plus any fees due for the item. **Items 30 days past the due date will be charged a lost fee.**
- 6030.8.3 All calls regarding overdue or lost items should be directed to the Circulation/Technology Department at 714-528-1906.
- 6030.9 Unpaid fees in excess of \$10.00 will result in the suspension of borrowing privileges until the account is cleared. **Electronic access is exempt.**
- 6030.10 Placentia Library District will issue a virtual or physical library card to California

residents with a valid driver's license or a government issued photo identification and an accompanying proof of a current California address issued within the last six (6) months.

6030.11 Current Placentia Library Friends Foundation Jewel members and employees are exempt from hold fees.



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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:** Authorize an amendment to Placentia Library District Policy 6035 -- Fee Schedule

**DATE:** September 23, 2019

**BACKGROUND**

At the August 10, 2017 Library Board of Trustees meeting, an amendment to Policy 6035 – Fee Schedule to include the “re-shelving” fee was approved as recommended.

At the September 10, 2019 Staff Development Day, staff revisited the policy and recommended the following amendments and additions:

1. Add a “no show” fee for meeting room reservations
2. Reflect a rental form for group study room reservations
3. Audiobook case replacement -- \$8.00 to \$10.00
4. Audiobook disc replacement -- \$2.00/each to \$10.00/each
5. Removal of fax service
6. Passport Application – \$25.00/application to \$35.00/application
7. Library of Things (LOTs) Cleaning Fee -- \$25.00/item to \$35.00/item

Additional recommendations are reflected on Attachment A as underlined.

Attachment A is Policy 6035 – Fee Schedule.

**RECOMMENDATIONS**

1. Motion to authorize an amendment to the Placentia Library District Policy 6035 – Fee Schedule as discussed and presented.
2. Motion to approve the amendment by a roll call vote.
3. Roll Call Vote.

# Placentia Library District

## POLICY HANDBOOK

POLICY TITLE: Fee

Schedule POLICY NUMBER: 6035

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

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

<b>SPECIAL SERVICES &amp; REPLACEMENTS</b>	
Collection Services Fee	\$ 25.00
Barcode replacement	\$ 2.00 each

Book jacket cover / mylar replacement / RFID tag	\$ 2.00 each
<b>Audiobook disc replacement</b>	<b>\$ 10.00 per disc</b>
<b>Audiobook case replacement</b>	<b>\$ 10.00 each</b>
DVD case replacement	\$ 2.00 each
Earbuds	\$ 2.00 each

Photograph digital file from Placentia History Room archives (cost per item + packaging + postage + shipping)	\$10.00 – non-commercial use \$75.00 – commercial use
Printing, photocopy      Black ink	\$.15 per page
Printing, photocopy      Color	\$.50 per page
Test proctoring	\$50.00 per exam
Passport Application	<b>\$35.00 per application</b>
Passport Photos	\$12.00
Library of Things (LOTS)	<b>\$35.00 Cleaning Fee per item</b>  Repair or Replacement cost associated with damage or lost item and/or peripherals due to neglect or abuse.

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

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



# Equipment Rental

## LENDING GUIDELINES

### Guidelines for Borrowing and Use

- Items lent out by the Placentia Library District through its Equipment Rental, may only be checked out from the Information Desk.
- A valid Placentia Library card with current address and no outstanding fines above \$10.00 is required for equipment rentals.
- A valid government issued ID with picture and current address must be presented. Library staff will make a photocopy and retain with this agreement prior to equipment rental. If the address on ID and account do not match, you will be asked to validate your account by bringing proof of address. Proof of address is valid up to a year.
- Borrowers must be 18 years old or older.
- Borrowers must read, understand, and sign this Agreement at the Information Desk in the presence of a library staff member every time (s)he checks out equipment rentals.
- Borrowers will review equipment item(s) in the presence of a library staff to confirm it is complete and undamaged before equipment item(s) are checked out.
- Borrowers must return equipment rentals to a library staff at the loading dock and must review rental equipment item in the presence of staff to confirm equipment items are complete and undamaged. Within 48hrs library staff will test equipment rentals to confirm it's functional. If equipment rental items are **NOT** functional, the borrower is solely responsible for the equipment and will be billed for reasonable repair or replacement costs associated with damage or/and neglect or abuse.

### Time Limits and Availability

- Equipment rentals are for 24 hours from the pick-up date, and must be dropped off during regular library operating hours.

### Fines and Liability

- Equipment rental item(s) not returned by due date will be reflected as lost in the borrowers account. Borrower is responsible for full replacement cost or must return equipment item(s). Borrowers account will be sent to collections if equipment rental item(s) is not returned or paid within 30 days.
- The borrower is solely responsible for the rental equipment and will be billed for reasonable repair or replacement costs associated with damage or loss of equipment and/or peripherals due to neglect or abuse.
- The responsibility to protect against loss is the borrower's.
- The fee will be collected at time of application, and must be submitted at least two (2) weeks prior to use of the rental equipment. The rental fee for applications submitted less than two (2) weeks will be non-refundable.
- An administrative fee of \$25 will be incurred for cancellation notices less than two weeks in advance.
- Full rental charges and an administrative fee of \$25 will be enforced for all No Shows on equipment reservations with existing charges.
- **WARNING: Penal Code 490.5(a) provides that upon conviction for petty theft involving a book or other library materials taken from a library facility, a person shall be punished by a mandatory fine of not less than \$50 and not more than one \$1,000 for each such violation; and may also be punished by imprisonment in the county jail, not exceeding six months, or both such fine and imprisonment. Initial here: \_\_\_\_\_**

### Proper Care and Use

- As with any rental equipment, use care when handling.
- Return rental equipment with all parts and components.
- Borrower must clean and sanitize rental equipment in order to avoid \$25 cleaning fee per item.

**EQUIPMENT RENTAL LENDING AGREEMENT**

I agree:

- To abide by the Placentia Library District's Equipment Rental Lending Guidelines as stated above.
- To pay full repair and/or replacement costs should the equipment rental or components of the equipment be stolen, lost, not returned or damaged. Total value of item \$\_\_\_\_\_.
- To abide by any state and/or federal laws, applicable to the equipment rental item(s) borrowed.
- To abide by the safety and security guidelines.
- To use equipment rentals in a legal manner.

In consideration of being permitted to borrow \_\_\_\_\_ chair(s), \_\_\_\_\_ table(s) \_\_\_\_\_ canopy(ies) \_\_\_\_\_ Santa Chair, I hereby voluntarily waive, release, and discharge and covenant not to sue the Placentia Library District ("District"), it's respective successors, assigns, officers, agents, employees, and volunteer (hereafter referred to as "Releasees") from any and all claims, actions or demands of any kind, nature and description, including claims or actions for damages for death, personal injury, or property damage and from any and all liabilities, damage, injuries, action or causes of action either at law or in equity, whether caused by any defect in the rental equipment, negligent act or omission of the Releasees, or otherwise arising out of or in any way related to or connected with my renting of equipment.

I have read the entire document and my signature below indicates my agreement with the above statements.

Check-out Notes:

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Staff Initials \_\_\_\_\_

Equipment pickup date: \_\_\_\_\_

Equipment return date: \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date (mm/dd/yyyy) \_\_\_\_\_

Check-In Notes:

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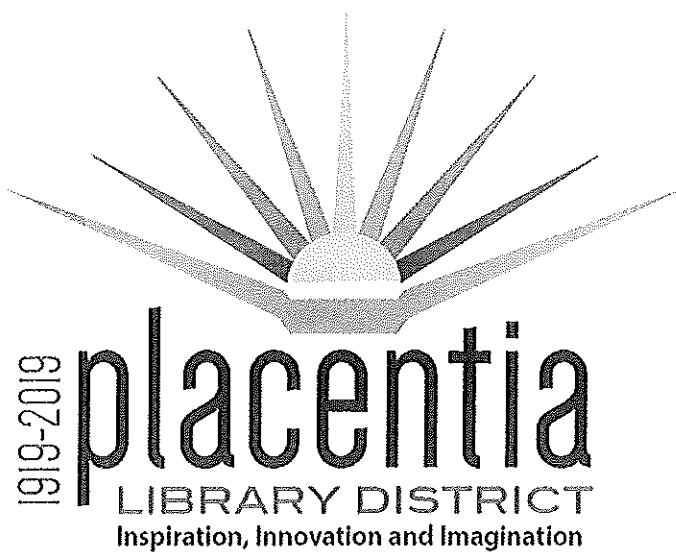
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Staff Initials \_\_\_\_\_

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



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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:** Authorize an amendment to Placentia Library District Policy 6065 – Public Behavior Policy

**DATE:** September 23, 2019

**BACKGROUND**

At the February 25, 2013 Library Board of Trustees meeting, amendments were approved to Policy 6065 – Public Behavior Policy which combined Policy 6065 – Library Rules of Conduct and 6060 – Patron Behavior & Latchkey Children Policy.

The amendments included:

6065.3

Current policy: “Smoking in the Library.”

Recommended policy: “The use of tobacco products in any form or other harmful substances will not be permitted anywhere on Library property.”

6065.16 – 6065.20 (Renumbering) to add a new recommendation for 6065.16

Recommended policy: “Extension cords, Ethernet cable or equipment with exposed wirings.”

6065.20 (from Placentia Library Policy #6060)

Recommended policy: “Loud, disorderly or disruptive behavior will not be tolerated. Offenders will be asked to leave the Library after two warnings.”

6065.22 (from Placentia Library Policy #6060)

Recommended policy: “Staff may call for Police assistance whenever the person-in-charge believes it is necessary.”

6065.23 (from Placentia Library Policy #6060)

Recommended policy: “If a child under age 14 is left unattended after hours and the parents cannot be reached, the Children’s Librarian will call local law enforcement to pick up and escort that child to the City of Placentia Police Station.”

At the September 10, 2019 Staff Development Day, staff revisited the policy and recommended amendments as reflected on Attachment A.

Attachment B is the American Disabilities Act definition of Service Dogs.

**RECOMMENDATIONS**

1. Motion to authorize an amendment to the Placentia Library District Policy 6065 – Public Behavior Policy as discussed and presented.
2. Motion to approve the amendment by a roll call vote.
3. Roll Call Vote.

# Placentia Library District

## POLICY MANUAL

**POLICY TITLE:** Public Behavior Policy  
**POLICY NUMBER:** 6065

Welcome to the Placentia Library District. The Library shall be a clean, pleasant and safe environment for patrons to read, research, select materials, study, attend programs and meetings, and use the computers. The Library Rules of Conduct have been established to protect the rights and safety of Library patrons, volunteers, and staff, and preserve and protect the Library's materials, equipment, facility, and grounds.

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

- 6065.1 Engaging in any activity prohibited by law.
- 6065.2 Using cell phones, pagers, and other communication devices in a manner that disturbs others. Audible cell phones and pager ringers must be turned off.
- 6065.3 The use of tobacco products in any form or other harmful substances will not be permitted anywhere on Library property.
- 6065.4 Verbally or physically threatening or harassing other patrons, volunteers, or staff, including stalking, staring, lurking, offensive touching, and obscene acts.
- 6065.5 Eating or drinking, except in areas designated for those purposes.
- 6065.6 Carrying firearms and dangerous weapons of any type except by law enforcement officers.
- 6065.7 Being under the influence of alcohol/illegal drugs, and selling, using or possessing alcohol/illegal drugs.
- 6065.8 Using wheeled devices in Library property or on Library grounds, except in designated areas, including use of skateboards, roller-skates, bicycles, motorized or non-motorized scooters, and shopping carts. Motorized ADA assistive devices, wheelchairs, walkers, and strollers are exempt.
- 6065.9 Using restrooms for bathing and/or personal hygiene activities.
- 6065.10 Soliciting or conducting surveys not authorized by the Library.



- 6065.11 Bringing pets or animals, other than service animals necessary for disabilities, into the Library, except as authorized by the Library Director.
- 6065.12 Entering or being in the Library barefoot, without a shirt, with offensive body odor or personal hygiene, or being otherwise attired so as to be disruptive to the Library environment.
- 6065.13 Lying down or sleeping in the restrooms, or on any floor, or couch, table or seat in the Library; having feet on furniture; or blocking aisles, exits or entrances.
- 6065.14 Bringing in articles that measure more than 16"W x 20"H x 12"D. All articles must be contained within this space.
- 6065.15 Moving Library furniture and/or equipment.
- 6065.16 Extension cords, Ethernet cables or equipment with exposed wirings.

In addition, the following also apply to the Library Rules of Conduct:

- 6065.17 The Library is not responsible for children who are left unattended in or on the grounds of the Library.
- 6065.18 The Library is not responsible for personal items that are lost, stolen or damaged in or on the grounds of the Library.
- 6065.19 There shall be only one person allowed at each public computer workstation unless otherwise authorized by Library staff.
- 6065.20 Loud, disorderly or disruptive behavior will not be tolerated. Offenders will be asked to leave the Library after two warnings.
- 6065.21 Staff may call for Police assistance whenever the person-in-charge believes it is necessary.
- 6065.22 The use of tobacco products in any form or other harmful substances will not be permitted anywhere on Library property.
- 6065.23 If a child under age 14 is left unattended after hours and the parents cannot be reached, the person-in-charge will call local law enforcement to pick-up and escort that child to the City of Placentia Police Station.

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



PLACENTIA LIBRARY DISTRICT  
LIBRARY RULES OF CONDUCT

Welcome to the Placentia Library District. The Library shall be a clean, pleasant and safe environment for patrons to read, research, select materials, study, attend programs and meetings, and use the computers. The Library Rules of Conduct have been established to protect the rights and safety of Library patrons, volunteers, and staff, and preserve and protect the Library's materials, equipment, facility, and grounds.

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

Engaging in any activity prohibited by law.

Using cell phones, pagers, and other communication devices in a manner that disturbs others.

▪ Audible cell phones and pager ringers must be turned off.

Smoking in the Library or within 25 feet of all Library entrance and exit points.

Verbally or physically threatening or harassing other patrons, volunteers, or staff, including stalking, staring, lurking, offensive touching, and obscene acts.

Eating or drinking, except in areas designated for those purposes. Closed lid drinks are allowed. No beverages are permitted at the computer terminals.

Carrying firearms and dangerous weapons of any type, except by law enforcement officers.

Being under the influence of alcohol/illegal drugs, and selling, using or possessing alcohol/illegal drugs.

Using wheeled devices in Library property or on Library grounds, except in designated areas, including use of skateboards, roller-skates, bicycles, motorized or non-motorized scooters, and shopping carts.

Motorized ADA assistive devices, wheelchairs, walkers, and strollers are exempt.

Using restrooms for bathing and/or personal hygiene activities.

Soliciting or conducting surveys not authorized by the Library.

Bringing pets or animals, other than service animals necessary for disabilities, into the Library, except as authorized by the Library Director.

Entering or being in the Library barefoot, without a shirt, with offensive body odor or personal hygiene, or being otherwise attired so as to be disruptive to the Library environment.

Lying down or sleeping in the restrooms, or on any floor, or couch, table or seat in the Library; having feet on furniture; or blocking aisles, exits or entrances.

Bringing in articles that measure more than 16"W x 20"H x 12"D.

Moving Library furniture and/or equipment.

In addition, the following also apply to the Library Rules of Conduct:

The Library is not responsible for children who are left unattended in or on the grounds of the Library.

The Library is not responsible for personal items that are lost, stolen, or damaged in or on the grounds of the Library.

There shall be only one person allowed at each public computer workstation unless otherwise authorized by Library staff.

Loud, disorderly or disruptive behavior will not be tolerated. Offenders will be asked to leave the Library after two warnings.

Staff may call for Police assistance whenever the staff-in-charge believes it is necessary.

The use of tobacco products in any form or other harmful substances will not be permitted anywhere on Library property.

If a child under age 14 is left unattended after hours and the parents cannot be reached, the staff-in-charge will call local law enforcement to pick-up and escort that child to the City of Placentia Police Station.

The Placentia Library District reserves the right to restrict the use of its facilities, premises, resources, and/or services to individuals who do not abide by the Library's Rules of Conduct. Noncompliance

with the Library's Rules of Conduct may result in an individual being required to leave the library premises or in arrest and prosecution.

Placentia Library District Policy #6065  
Updated August 3, 2016

U.S. Department of Justice  
Civil Rights Division  
Disability Rights Section



## Service Animals

The Department of Justice published revised final regulations implementing the Americans with Disabilities Act (ADA) for title II (State and local government services) and title III (public accommodations and commercial facilities) on September 15, 2010, in the Federal Register. These requirements, or rules, clarify and refine issues that have arisen over the past 20 years and contain new, and updated, requirements, including the 2010 Standards for Accessible Design (2010 Standards).

### Overview

This publication provides guidance on the term "service animal" and the service animal provisions in the Department's new regulations.

- Beginning on March 15, 2011, only dogs are recognized as service animals under titles II and III of the ADA.
- A service animal is a dog that is individually trained to do work or perform tasks for a person with a disability.
- Generally, title II and title III entities must permit service animals to accompany people with disabilities in all areas where members of the public are allowed to go.

### How "Service Animal" Is Defined

**Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities.** Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person's disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.

This definition does not affect or limit the broader definition of "assistance animal" under the Fair Housing Act or the broader definition of "service animal" under the Air Carrier Access Act.

Some State and local laws also define service animal more broadly than the ADA does. Information about such laws can be obtained from the State attorney general's office.

### Where Service Animals Are Allowed

**Under the ADA, State and local governments, businesses, and nonprofit organizations that serve the public generally must allow service animals to accompany people with disabilities in all areas of the facility where the public is normally allowed to go.** For example, in a hospital it would be inappropriate to exclude a service animal from areas such as patient rooms, clinics, cafeterias, or examination rooms. However, it may be appropriate to exclude a service animal from operating rooms or burn units where the animal's presence may compromise a sterile environment.

### Service Animals Must Be Under Control

**Under the ADA, service animals must be harnessed, leashed, or tethered, unless these devices interfere with the**

service animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

### **Inquiries, Exclusions, Charges, and Other Specific Rules Related to Service Animals**

- When it is not obvious what service an animal provides, only limited inquiries are allowed. Staff may ask two questions: (1) is the dog a service animal required because of a disability, and (2) what work or task has the dog been trained to perform. Staff cannot ask about the person's disability, require medical documentation, require a special identification card or training documentation for the dog, or ask that the dog demonstrate its ability to perform the work or task.
- Allergies and fear of dogs are not valid reasons for denying access or refusing service to people using service animals. When a person who is allergic to dog dander and a person who uses a service animal must spend time in the same room or facility, for example, in a school classroom or at a homeless shelter, they both should be accommodated by assigning them, if possible, to different locations within the room or different rooms in the facility.
- A person with a disability cannot be asked to remove his service animal from the premises unless: (1) the dog is out of control and the handler does not take effective action to control it or (2) the dog is not housebroken. When there is a legitimate reason to ask that a service animal be removed, staff must offer the person with the disability the opportunity to obtain goods or services without the animal's presence.
- Establishments that sell or prepare food must allow service animals in public areas even if state or local health codes prohibit animals on the premises.
- People with disabilities who use service animals cannot be isolated from other patrons, treated less favorably than other patrons, or charged fees that are not charged to other patrons without animals. In addition, if a business requires a deposit or fee to be paid by patrons with pets, it must waive the charge for service animals.
- If a business such as a hotel normally charges guests for damage that they cause, a customer with a disability may also be charged for damage caused by himself or his service animal.
- Staff are not required to provide care or food for a service animal.

### **Miniature Horses**

In addition to the provisions about service dogs, the Department's revised ADA regulations have a new, separate provision about miniature horses that have been individually trained to do work or perform tasks for people with disabilities. (Miniature horses generally range in height from 24 inches to 34 inches measured to the shoulders and generally weigh between 70 and 100 pounds.) Entities covered by the ADA must modify their policies to permit miniature horses where reasonable. The regulations set out four assessment factors to assist entities in determining whether miniature horses can be accommodated in their facility. The assessment factors are (1) whether the miniature horse is housebroken; (2) whether the miniature horse is under the owner's control; (3) whether the facility can accommodate the miniature horse's type, size, and weight; and (4) whether the miniature horse's presence will not compromise legitimate safety requirements necessary for safe operation of the facility.

**For more information about the ADA, please visit our website or call our toll-free number.**

**ADA Website**

**[www.ADA.gov](http://www.ADA.gov)**

To receive e-mail notifications when new ADA information is available, visit the ADA Website's home page and click the [link](#) near the top of the middle column.

**ADA Information Line**

800-514-0301 (Voice) and 800-514-0383 (TTY)

24 hours a day to order publications by mail.

M-W, F 9:30 a.m. – 5:30 p.m., Th 12:30 p.m. – 5:30 p.m. (Eastern Time)

to speak with an ADA Specialist. All calls are confidential.

For persons with disabilities, this publication is available in alternate formats.

Duplication of this document is encouraged. July 2011

The Americans with Disabilities Act authorizes the Department of Justice (the Department) to provide technical assistance to individuals and entities that have rights or responsibilities under the Act. This document provides informal guidance to assist you in understanding the ADA and the Department's regulations.

This guidance document is not intended to be a final agency action, has no legally binding effect, and may be rescinded or modified in the Department's complete discretion, in accordance with applicable laws. The Department's guidance documents, including this guidance, do not establish legally enforceable responsibilities beyond what is required by the terms of the applicable statutes, regulations, or binding judicial precedent.

PDF Version of this Document

July 12, 2011



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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:** Discuss and Authorize Board President Carline to Sign the Agreement for the Joint Use of Facilities Between the City of Placentia and the Placentia Library District.

**DATE:** September 23, 2019

**BACKGROUND**

The Placentia Library District and the City of Placentia entered into an agreement on May 22, 1972, creating a joint powers authority inclusive of an issuance of revenue bonds for the construction and development of a civic center. Such agreement identified parking spaces, walkways and landscaping with each agency to contribute towards the shared costs of maintenance of the common areas.

The agreement terminated by its own terms in 2012 and recognizing the need to develop an updated Joint Use Agreement, a committee was formed. The Committee consisted of two City councilmembers, two Library board members, the City Administrator and the Library Director. The Agreement was reviewed by attorneys for each of the agencies and to be reviewed for approval consideration by the respective governing board. The Mayor for the City of Placentia and the Library Board President shall sign the Agreement for execution. The Agreement will be presented to the City Council in September.

The Agreement outlines the specific terms for the joint use of facilities. The Agreement includes the Terms of the Agreement, definition of the Common Area, the facility usage and special events, the capital improvements/extraordinary repairs, contribution percentage for the electric costs, termination clause, damage to common area, identification of joint use committee members, insurance, reciprocal easement, notice of default, indemnification, communication formats for notices, and written amendment requirement.

Attachment A is the Agreement for the Joint Use of Facilities Between the City of Placentia and the Placentia Library District.

**RECOMMENDATIONS**

1. Motion to approve the Agreement for the Joint Use of Facilities Between the City of Placentia and the Placentia Library District as discussed with reflection of amendments as approved by the Library Board of Trustees; and
2. Authorize Board President Carline to sign the Agreement; Authorization by a roll call vote; and
3. Roll call vote.

**AN AGREEMENT FOR THE JOINT USE OF FACILITIES BETWEEN  
THE CITY OF PLACENTIA AND THE PLACENTIA LIBRARY DISTRICT**

This Joint Use Agreement (“Agreement”) between the City of Placentia (“City”) and the Placentia Library District (“District”) is entered to be effective as of September 10, 2019 (“Effective Date”). The City and District shall sometimes be referred to herein individually as a Party or collectively as Parties.

**RECITALS**

A. The City and District own adjoining parcels of property which have been improved with, among other things, the District’s Library, the City’s City Hall and police station and a parking lot, which property is more particularly described in Exhibit “A”, which is attached hereto and incorporated herein by this reference (the adjoining parcels are collectively referred to hereinafter as the “Property”).

B. The Parties entered into an agreement dated May 22, 1972 (the “1972 Agreement”) creating a joint powers authority to, among other things, issue revenue bonds for the construction and development of a comprehensive civic center. Under the 1972 Agreement a common area was identified, which included parking spaces, walkways and landscaping. Under the 1972 Agreement, the joint powers authority was responsible to maintain the common area with the City and District each contributing a specified share toward the costs of maintenance.

C. The 1972 Agreement terminated by its own terms in 2012, but the Parties have continued to jointly use and maintain the common area identified in and within the spirit of the 1972 Agreement and in addition, cooperate with each other in allowing the use of each other’s facilities and property both within and outside the common area.

D. The Parties desire to continue jointly using the common area, as defined herein, to provide for its joint maintenance, to update the Parties contribution share toward maintenance, and to accommodate each other’s use of facilities on the Property when they are available and not needed for a Party’s own purposes. The Parties agree that such cooperation benefits the community of Placentia and furthers the purposes of both the City and the District.

**AGREEMENT**

In consideration of the above Recitals which are by this reference made a substantive part of this Agreement, the City and the District agrees as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of twenty-five (25) years. The Term shall automatically renew for up to two (2) additional ten (10) year terms unless a Party provides written notice to the other Party that it is withdrawing from the Agreement. Such written notice must be provided at least 180

days prior to the end of the Term or any subsequent Term, otherwise the Agreement will automatically renew for the additional terms.

2. Common Area.

A. The City and the District agree to cooperate in coordinating joint use and maintenance of the Common Area and common property including but not limited to trash cans, benches, pergola structures, landscape and exterior lighting systems in a manner that facilitates the public's use of the entire civic center and maintains continuity of the landscaping and hardscaping throughout the Property. The City shall develop, in conjunction with the District, a scope of work for regular maintenance of the Common Area. The City shall obtain the District's written concurrence, which shall not be unreasonably withheld, with the scope of work and form of contract prior to soliciting bids for the regular maintenance work. The contract shall include a requirement for contractor to provide insurance as is customary for such contracts and further require the District, its officers, agents and employees be named as additional insureds.

District agrees that the City shall be the primary point of contact for the contractor. To the extent the District has concerns with or needs of the contractor, to the extent practicable, it shall notify the City as the primary point of contact which shall then interface with the contractor to address the District's needs; provided, however, that this shall not prohibit the District from contacting the contractor concerning maintenance matters within the contractor's scope of work. District shall notify the City in writing of any such direct contact by the District with the contractor. The cost of maintaining the Common Area shall be shared with the City assuming 58.4% of the cost and the District 41.6% of the cost. The City shall be responsible for paying the contractor and upon such payment, shall invoice the District on a reimbursement basis for the District's proportionate share of the cost. The District shall pay the City the amount of the invoice within thirty (30) days of receipt thereof.

B. The City shall have the primary responsibility for the operation of irrigation and lighting systems within the Common Area; provided, however, that the District shall have access to such systems at all times, including, but not limited to, any keys that may be needed to access the systems and the ability to turn such systems on and off. The City and District shall communicate and coordinate with each other regarding the use of such systems, any issues which may arise, any procedures which may be necessary to develop and/or implement, and any training that may be necessary. The District shall notify the City which employee(s) will have access to the systems and ensure the City has been afforded the opportunity to provide training in such use prior to providing access to its designated employee(s).

3. Facility Usage/Special Events. In October of each year during the Term, the City and District shall meet to develop and agree upon, a calendar of dates for the following fiscal year for special events to be held within the Common Area and for the use of each other's facilities on the Property, but outside the Common Area. The Parties agree to strive to accommodate each other's needs for both the Common Area and the use of each other's facilities, but reserve the right to not approve such requests if a Party believes a particular request or the number of requests may result in damage to property, result in extraordinary wear

and tear to property or unduly interfere with the Party's use of the Common Area or its own needs for its facilities. As part of this process, the Parties shall determine the needs of staff and to what extent, if any, a Party is to be reimbursed for staff costs. To the extent a Party desires to permit a third party to host a special event in the Common Area ("Sponsoring"), the Parties shall discuss and agree upon the conditions thereof, including, but not limited to, insurance requirements. The Party using or Sponsoring a third party's use of the Common Area for a special event or using the facility of another Party shall be responsible for leaving the Common Area or facility in as good a condition as it was found. Either Party may, at any time, make a written request to the other Party to hold a special event within the Common Area or for use of the other Party's facilities which is not on the fiscal year calendar, recognizing that such a request is subject to availability and the discretion of the other Party using the criteria referenced in this Section 3.

4. **Capital Improvements/Extraordinary Repairs.**

A. At the October meeting referenced in Section 3 above, the Parties shall also discuss any capital improvement projects or extraordinary repairs (repairs not covered under Section 2 above) that are anticipated for the following fiscal year and whether either Party anticipates a need for using the Common Area for staging, storage or other needs which may interfere with a Party's or the public's use of the Common Area. The Parties agree to work cooperatively to limit interference with each other's and the public's use of the Common Area. To the extent capital improvements or extraordinary repairs are identified for the Common Area, the Parties shall, prior to such work being contracted for or commenced, reach an agreement on the scope of the work to be done and each Party's cost share for such work. Any requests for bids and form of contracts for such work must be reviewed and approved by each Party. To the extent the work consists of extraordinary repairs to the Common Area which do not fall under the conditions set forth in Section 7 of this Agreement, a Party's cost share shall be based on the costs shares set forth in Section 2 above. To the extent the extraordinary repairs are necessitated by damage under the conditions set forth in Section 7 of this Agreement, the cost shares set forth in Section 7 shall govern. The Parties acknowledge that each Party's authority to contribute to costs for capital improvements and extraordinary repairs is subject to additional approval of the respective Party's governing body, including the City's City Council and the District's Board of Trustees. To the extent either Party desires to construct permanent improvements within, or otherwise make any modifications to the Common Area, it shall notify the other Party in writing of the specific improvements or modifications being proposed and obtain such Party's written concurrence thereof. To the extent the proposed improvement or modification to the Common Area is solely on the property of the Party proposing the improvement or modification, the other Party shall not unreasonably withhold its consent if it will not interfere with the continuity of the Common Area's aesthetics, planting, and hardscape, or interfere with the use and enjoyment of the Common Area by both Parties and the public.

5. **Electric Costs.** Currently the City and District share the same electric meter and the City pays 65% of the cost of the electric costs and the Library 35% of the electric costs. The Parties shall use commercially reasonable efforts to install separate electric meters in a diligent and timely fashion. The Parties shall jointly develop and agree in writing upon a methodology for determining electric costs attributable to the Common Area. The City shall

contribute 61.2% and the District shall contribute 38.8% toward such costs resulting from the mutually agreed upon methodology.

6. **Termination.** Notwithstanding the above, either Party may terminate this Agreement, without cause, by providing written notice to the other Party by October 31<sup>st</sup> of any year during the Term. The notice shall be effective at the end of the following fiscal year. Thus, if the notice is provided on October 31, 2020, it would be effective as of June 30, 2022.

7. **Damage to Common Area.**

A. If damage is caused to the Common Area during a special event held or sponsored by a Party that requires extraordinary repairs, the Party holding or sponsoring the special event shall be responsible for repairing the Common Area and all costs associated therewith. The Party responsible for the repairs shall pursue the completion of such repairs in a diligent and timely manner.

B. If the Common Area is damaged or destroyed in whole or part by fire, flood, earthquake or other events outside of each Party's control, the Parties shall meet as soon as practicable to develop a plan for restoring the Common Area to a condition which furthers the purposes of this Agreement.

8. **Joint Use Committee.** A joint use committee consisting of two (2) City Council members and two (2) District Board of Trustees is hereby created ("Joint Use Committee"). Each Party shall appoint representatives to the Joint Use Committee and notify the other Party of the appointments. The Joint Use Committee shall meet as required and comply with the Ralph M. Brown Act, Government Code §§ 54950 *et seq.*, as a standing committee with ongoing subject matter jurisdiction. The District shall be responsible to create and post the agenda and agenda materials but shall cooperate with the City in preparation thereof. The City Administrator and Library Director shall both provide administrative support to the Joint Committee and shall meet, or direct staff with appropriate authority to meet, as necessary, but no less than quarterly, to discuss specific administrative support needs of the Joint Use Committee and to allocate each Parties level of support and to settle any issues that may arise under this Agreement or the Parties joint use of the Common Area.

9. **Insurance.** Each Party shall carry insurance in amounts and with coverages that are customary for public agencies similar in function and size for damage to property or for any claims, liability, expenses, arising out each Party's use of the Common Area. Either Party may, at any time, request documentation of the other Party's insurance.

10. **Reciprocal Easement.** Within thirty (30) days of the Effective Date, the Parties shall execute and record a reciprocal easement for ingress, egress and parking to, from and on the parking lot in the form attached hereto as Exhibit "B". The reciprocal easement shall contain a provision permitting the City to designate up to seven parking spaces for its elected officials, which spaces shall be on property owned by the City in fee.

11. **Default.** If either Party believes the other Party is in default of this Agreement, the non-defaulting Party shall provide written notice to the other Party of the circumstances of the alleged default. The defaulting Party shall be provided a thirty (30) day opportunity to cure the default. If the default is capable of cure, but by its nature cannot be cured within the 30-day period, the defaulting Party shall commence such cure within the thirty (30) day period and shall diligently prosecute such cure to completion within such time as is reasonably necessary. If the default is not capable of cure or the defaulting Party does not commence or complete the cure within the time provided herein, the non-defaulting Party may elect to cure the default or terminate this Agreement after the thirty (30) day period. If the non-defaulting Party elects to cure the default, the defaulting Party shall be liable to the non-defaulting Party for all costs and expenses reasonably incurred in curing the default.

12. **Indemnification.**

A. Neither the City nor any officers, employees or agents thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the District, its officers, employees or agents in connection with the District's use of City's facilities or the Common Area. It is understood and agreed that, pursuant to Government Code Section 895.4, the District shall fully indemnify, defend and hold the City harmless from any liability imposed for injury (as defined by Government Code Section 810.8), occurring by reason of anything done or omitted to be done by the District in connection with this Agreement, including, but not limited to, use of City facilities or the Common Area. In no event shall employees of the District be considered employees of the City or under the supervision of the City.

B. Neither the District nor any officers, employees or agents thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City, its officers, employees or agents in connection with the City's use of District's facilities or the Common Area. It is understood and agreed that, pursuant to Government Code Section 895.4, the City shall fully indemnify, defend and hold the District harmless from any liability imposed for injury (as defined by Government Code Section 810.8), occurring by reason of anything done or omitted to be done by the City in connection with this Agreement, including, but not limited to, use of District facilities or the Common Area. In no event shall employees of the City be considered employees of the District or under the supervision of the District.

13. **Notice.** Any written notices required herein shall be delivered personally or sent by first-class mail or e-mail communication followed by a hard copy, to the addresses set forth below. Either Party may change the address at any time by provided written notice to the other Party of the change.

"CITY"

City of Placentia  
401 East Chapman Avenue  
Placentia, CA 92870  
(714) 993-8117  
Attention: Damien Arrula

City Administrator  
darrula@placentia.org

**"DISTRICT"**

Placentia Library District  
411 East Chapman Avenue  
Placentia, CA 92870  
(714) 528-1925  
Attention: Ms. Jeanette Contreras  
Library Director  
jcontreras@placentialibrary.org

14. Amendments. This Agreement may be amended only by a written instrument duly approved by the City's City Council and the District's Board of Trustees.

IN WITNESS WHEREOF, the Parties represent that this Agreement has been duly approved in accordance with laws governing each and that the persons signing below are authorized to bind the Parties.

**CITY**

**CITY OF PLACENTIA**

By: \_\_\_\_\_  
Rhonda Shader, Mayor

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

**ATTEST:**

By \_\_\_\_\_  
Robert S. McKinnell, City Clerk

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Christian L. Bettenhausen  
City Attorney

**DISTRICT**

**PLACENTIA LIBRARY DISTRICT**

By: \_\_\_\_\_  
Gayle Carline, President  
Board of Trustees

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

**ATTEST:**

By \_\_\_\_\_  
Al Shkoler  
Secretary, Board of Trustees

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
David A. DeBerry  
General Counsel



EXHIBIT "A"  
Legal Description of Property

CITY HALL AND POLICE STATION  
PARCEL 1

Real property in the City of Placentia, County of Orange, State of California.

Being a portion of Lot 6 in Block E of Tract No. 56 of Kraemer Tract No. 2 as per map filed in Book 10, Page 4 of Miscellaneous Maps in the office of the County Recorder of said County, more particularly described as follows:

Beginning at a point at the centerline intersection of Chapman Avenue and All America Way, said point being on the easterly line of said Lot 6; thence North 12°09'55" East along said All America Way centerline, a distance of 382.41 feet to the northerly line of said Lot 6; thence North 87°08'40" West along the northerly line of Lot 6, a distance of 30.40 feet to a point on the westerly right-of-way line of said All America Way, All America Way being 60.00 feet in width, said point being the True Point of Beginning; thence North 87°08'40" West along said northerly line a distance of 604.27 feet to an angle point in said northerly line, thence North 12°03'00" East along said northerly line, a distance of 11.62 feet to an angle point in said northerly line; thence North 87°12'00" West along said northerly line, a distance of 106.14 feet to the easterly right-of-way of Kraemer Boulevard, Kraemer Boulevard being 100.00 feet in width, thence South 9°50'00" West along said easterly right-of-way line, a distance of 383.66 feet to a tangent curve, concave easterly and having a radius of 27.00 feet, said curve being on the right-of-way line of Kraemer Boulevard and Chapman Avenue; thence along said curve through an angle of 98°08'37", a distance of 46.25 feet to a point on a compound curve concave northerly and having a radius of 4150.00 feet, a radial line to said point being South 01° 41'31" West, said point being on the northerly right-of-way line of Chapman Avenue; Chapman Avenue being 100.00 feet in width; thence along said right-of-way on said curve through a central angle of 4°15'32", a distance of 308.48 feet to a line perpendicular to said northerly line of Lot 6, a radial line to said perpendicular line being South 2°34'09" East; thence North 2°51'20" East along said perpendicular line a distance of 295.45 feet; thence South 87°08'40" East, parallel to said northerly line of Lot 6, a distance of 405.22 feet to the westerly right-of-way line of said All America Way; thence North 2°09'55" East along said right-of-way line a distance of 87.70 feet to the True Point of Beginning.

The above described parcel contains 3.680 acres more or less.

The above described parcel is shown as Exhibit "B" of Exhibit 1 attached hereto and by this reference, made a part thereof.

LIBRARY  
PARCEL 2

Real property in the City of Placentia, County of Orange, State of California.

Being a portion of Lot 6 in Block E of Tract No. 56 of Kraemer Tract No. 2 as per map filed in Book 10, Page 4 of Miscellaneous Maps in the office of the County Recorder of said County, more particularly described as follows:

Beginning at a point at the centerline intersection of Chapman Avenue and All America Way, said point being on the easterly line of said Lot 6; thence North  $12^{\circ}09'55''$  East along said All America Way centerline, a distance of 294.71 feet; thence North  $87^{\circ}08'40''$  West parallel to the northerly line of said Lot 6, a distance of 30.40 feet to a point on the westerly right-of-way line of said All America Way, All America Way being 60.00 feet in width, said point being the True Point of Beginning; thence North  $87^{\circ}08'40''$  West parallel with the northerly line of said Lot 6, a distance of 405.72 feet; thence South  $2^{\circ}51'20''$  West perpendicular to said northerly line of Lot 6, a distance of 295.45 feet to a point on the northerly right-of-way line of Chapman Avenue, Chapman Avenue being 100.00 feet in width; said northerly right-of-way line being a curve concave northerly and having a radius of 4150.00 feet, a radial line to said point being South  $2^{\circ}34'09''$  East; thence along said northerly right-of-way curve through a central angle of  $4^{\circ}51'22''$ , a distance of 351.73 feet to a compound curve concave northwesterly and having a radius of 25.00 feet, a radial line to said curve being South  $7^{\circ}25'31''$  East; said curve being on the right-of-way of Chapman Avenue and All America Way; thence along said curve through a central angle of  $70^{\circ}24'34''$ , a distance of 30.72 feet, said curve being tangent to the All America Way centerline; thence North  $12^{\circ}09'55''$  East along said westerly right-of-way of All America Way, a distance of 229.88 feet to the True Point of Beginning.

The above described parcel contains 2.399 acres more or less.

The above described parcel is shown as Exhibit "B" of Exhibit 1 attached hereto and by this reference, made a part thereof.

EXHIBIT "B"  
Parking Easement Agreement

Recording requested by  
and when recorded mail to:

City of Placentia  
Attn: City Clerk  
401 E. Chapman Ave.  
Placentia, CA 92870

Free Recording Per Government Code  
Section 27383 & 6103.

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

NOTICE AND DECLARATION OF RECIPROCAL ACCESS EASEMENTS

This Notice and Declaration of Reciprocal Parking and Access Easements ("Declaration") is entered into effective this \_\_\_ day of July, 2019, by Placentia Library District, a \_\_\_\_\_, ("District") and the City of Placentia, a municipal corporation and charter city ("City").

A. The City and District are owners in fee simple of adjoining parcels of real property which have been improved with, among other things, the District's Library, the City's City Hall and police station and a parking lot, which properties are more particularly described in Exhibit "1", which is attached hereto and incorporated herein by this reference (individually "Property" and collectively "Properties").

B. Concurrently with the execution of the Declaration, the Pursuant have executed a Joint Use of Facilities Agreement ("Joint Use Agreement"), wherein the Parties identify common parking areas for which this Declaration is desired.

C. This Declaration will fulfill the Parties desire to provide shared access and parking.

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

1. Grant of Reciprocal Access Easement by Owner. The Parties, hereby reserve for themselves and their respective successors and assigns, in perpetuity, non-exclusive easements, in over and through those portions of the Properties more specifically described in Exhibit 2, for ingress and egress and parking purposes including, without limitation, vehicular and pedestrian public access, construction, installation, use, maintenance, repair, and replacement of roadway and parking stalls located now or in the future. The easement(s) located over and through the Properties are made for the benefit of each of the respective Properties identified herein and does not include any portion of the Properties that are improved with any buildings, structures or other improvements, or any other portion not expressly identified in Exhibit 2 as constituting the easement area.

2. Designated Parking. The City herein reserves to itself the right to restrict up to seven parking spaces for the exclusive use of elected or appointed officials designated by the City. The City may select, in its sole and absolute discretion, any seven parking spaces located within the portion of the common area owned by the City, subject to all applicable state or federal law and regulations.

3. Maintenance. The Parties, and their respective successors and assigns, covenant that responsibility for maintenance of the easement area, shall be assigned as more specifically set forth in the Joint Use Agreement.

4. Modification of Easement Areas. There may be future changes in the locations of structures on the respective Properties. The Parties covenant that they and their successors and assigns shall not take any action to restrict the level of vehicular or pedestrian access available through the easement following the effective date of this Declaration.

5. Covenants Running with the Land. The reservations, grants, obligations, and covenants contained in this Declaration shall be covenants running with the land comprising the Properties and shall bind every person having any interest therein for the benefit of the property owners.

6. Permission to Enter and Inspect. The Parties may enter the premises from time to time for the purposes of determining compliance with the conditions and restrictions contained herein. Such inspection shall be conducted during normal working hours and after reasonable notice to the owner or tenant of the premises.

7. Recordation. Upon execution, an executed copy of this Declaration shall be recorded in the office of the County Recorder.

8. Doctrine of Merger. The easements and covenants contained herein shall not be deemed to have been terminated through the Doctrine of Merger as a result of common ownership of the Properties.

9. Duration and Modification. The Easements, as well as all other rights and duties created by this Declaration are appurtenant to the Properties which are the subject hereof. All terms shall remain in force and effect until the respective Parties, and their successors and assigns, and any other persons or entities which hereinafter become an owner of any of the herein Properties, unanimously agree in writing to a modification, amendment or termination thereof.

10. Heirs and Assigns. The obligations created and the benefits derived under this Declaration shall be binding upon the successors, heirs and all persons which shall at any time hereinafter become owners of any portion of the Properties which are the subject of this Declaration.

IN WITNESS WHEREOF, the parties hereto have executed this grant of reciprocal access easements effective the day and year first above written.

CITY

DISTRICT

By: \_\_\_\_\_  
Name: Damien R. Arrula  
Title: City Administrator

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit 1  
Legal Description**



CITY HALL AND POLICE STATION  
PARCEL 1

Real property in the City of Placentia, County of Orange, State of California.

Being a portion of Lot 6 in Block E of Tract No. 56 of Kraemer Tract No. 2 as per map filed in Book 10, Page 4 of Miscellaneous Maps in the office of the County Recorder of said County, more particularly described as follows:

Beginning at a point at the centerline intersection of Chapman Avenue and All America Way, said point being on the easterly line of said Lot 6; thence North  $12^{\circ}09'55''$  East along said All America Way centerline, a distance of 382.41 feet to the northerly line of said Lot 6; thence North  $87^{\circ}08'40''$  West along the northerly line of Lot 6, a distance of 30.40 feet to a point on the westerly right-of-way line of said All America Way, All America Way being 60.00 feet in width, said point being the True Point of Beginning; thence North  $87^{\circ}08'40''$  West along said northerly line a distance of 604.27 feet to an angle point in said northerly line, thence North  $12^{\circ}03'00''$  East along said northerly line, a distance of 11.62 feet to an angle point in said northerly line; thence North  $87^{\circ}12'00''$  West along said northerly line, a distance of 106.14 feet to the easterly right-of-way of Kraemer Boulevard, Kraemer Boulevard being 100.00 feet in width, thence South  $9^{\circ}50'00''$  West along said easterly right-of-way line, a distance of 383.66 feet to a tangent curve, concave easterly and having a radius of 27.00 feet, said curve being on the right-of-way line of Kraemer Boulevard and Chapman Avenue; thence along said curve through an angle of  $98^{\circ}08'37''$ , a distance of 46.25 feet to a point on a compound curve concave northerly and having a radius of 4150.00 feet, a radial line to said point being South  $01^{\circ}41'31''$  West, said point being on the northerly right-of-way line of Chapman Avenue; Chapman Avenue being 100.00 feet in width; thence along said right-of-way on said curve through a central angle of  $4^{\circ}15'32''$ , a distance of 308.48 feet to a line perpendicular to said northerly line of Lot 6, a radial line to said perpendicular line being South  $2^{\circ}34'09''$  East; thence North  $2^{\circ}51'20''$  East along said perpendicular line a distance of 295.45 feet; thence South  $87^{\circ}08'40''$  East, parallel to said northerly line of Lot 6, a distance of 405.22 feet to the westerly right-of-way line of said All America Way; thence North  $2^{\circ}09'55''$  East along said right-of-way line a distance of 87.70 feet to the True Point of Beginning.

The above described parcel contains 3.680 acres more or less.

The above described parcel is shown as Exhibit "B" of Exhibit 1 attached hereto and by this reference, made a part thereof.

LIBRARY  
PARCEL 2

Real property in the City of Placentia, County of Orange, State of California.

Being a portion of Lot 6 in Block E of Tract No. 56 of Kraemer Tract No. 2 as per map filed in Book 10, Page 4 of Miscellaneous Maps in the office of the County Recorder of said County, more particularly described as follows:

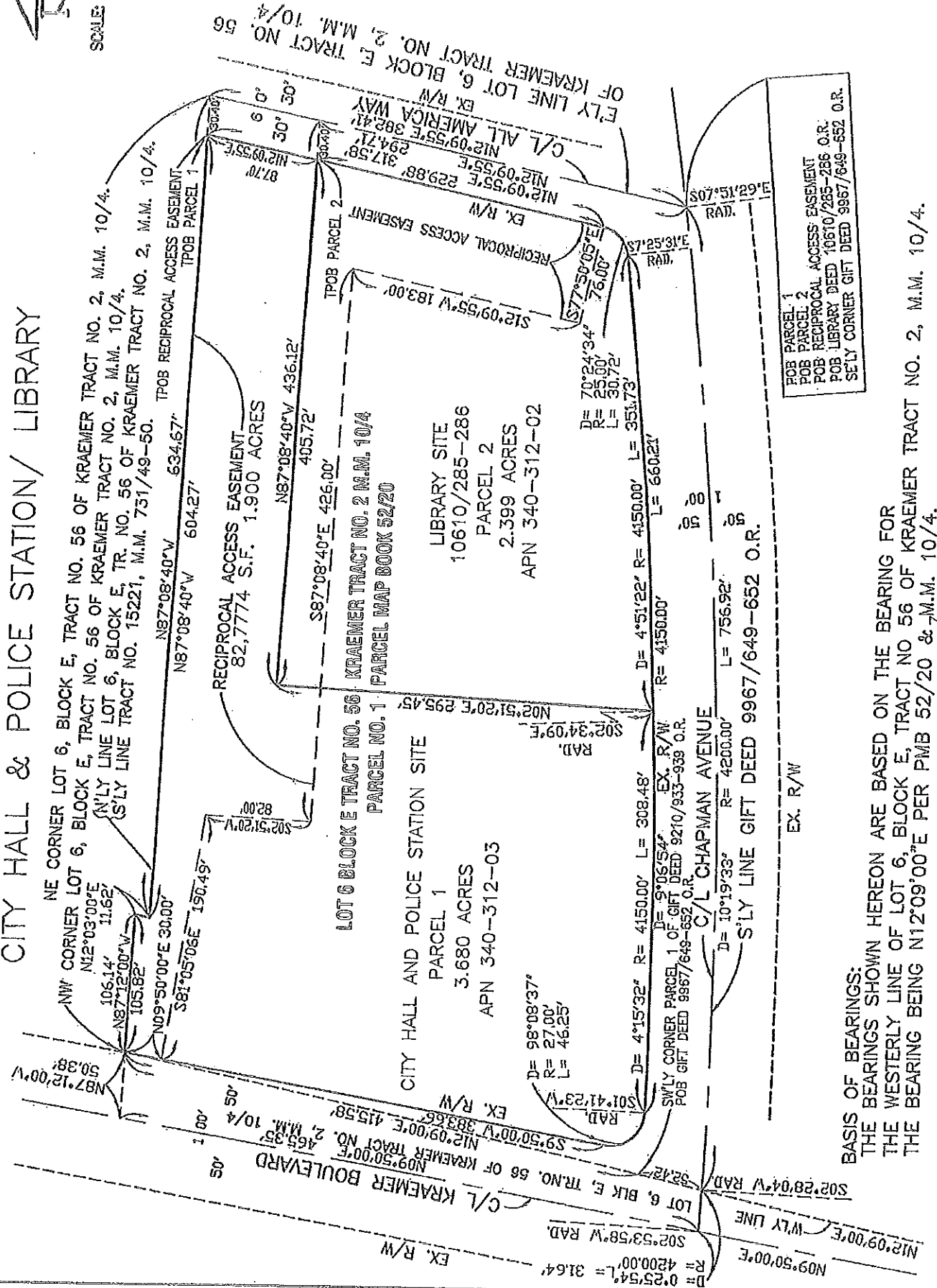
Beginning at a point at the centerline intersection of Chapman Avenue and All America Way, said point being on the easterly line of said Lot 6; thence North  $12^{\circ}09'55''$  East along said All America Way centerline, a distance of 294.71 feet; thence North  $87^{\circ}08'40''$  West parallel to the northerly line of said Lot 6, a distance of 30.40 feet to a point on the westerly right-of-way line of said All America Way, All America Way being 60.00 feet in width, said point being the True Point of Beginning; thence North  $87^{\circ}08'40''$  West parallel with the northerly line of said Lot 6, a distance of 405.72 feet; thence South  $2^{\circ}51'20''$  West perpendicular to said northerly line of Lot 6, a distance of 295.45 feet to a point on the northerly right-of-way line of Chapman Avenue, Chapman Avenue being 100.00 feet in width; said northerly right-of-way line being a curve concave northerly and having a radius of 4150.00 feet, a radial line to said point being South  $2^{\circ}34'09''$  East; thence along said northerly right-of-way curve through a central angle of  $4^{\circ}51'22''$ , a distance of 351.73 feet to a compound curve concave northwesterly and having a radius of 25.00 feet, a radial line to said curve being South  $7^{\circ}25'31''$  East; said curve being on the right-of-way of Chapman Avenue and All America Way; thence along said curve through a central angle of  $70^{\circ}24'34''$ , a distance of 30.72 feet, said curve being tangent to the All America Way centerline; thence North  $12^{\circ}09'55''$  East along said westerly right-of-way of All America Way, a distance of 229.88 feet to the True Point of Beginning.

The above described parcel contains 2.399 acres more or less.

The above described parcel is shown as Exhibit "B" of Exhibit 1 attached hereto and by this reference, made a part thereof.

# EXHIBIT "B"

## CITY HALL & POLICE STATION / LIBRARY



POB PARCEL 1  
POB PARCEL 2  
POB RECIPROCAL ACCESS EASEMENT  
POB LIBRARY DEED 10610/285-286 O.R.  
SE'LY CORNER GIFT DEED 9967/649-652 O.R.

**BASIS OF BEARINGS:**  
THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING FOR  
THE WESTERLY LINE OF LOT 6, BLOCK E, TRACT NO 56 OF KRAEMER TRACT NO. 2, M.M. 10/4.  
THE BEARING BEING N12°09'00"E PER PMB 52/20 & 7-M.M. 10/4.

ATTACHMENT 1  
EXHIBIT B

Exhibit 2  
Easement Area

## RECIPROCAL ACCESS EASEMENT

Real property in the City of Placentia, County of Orange, State of California.

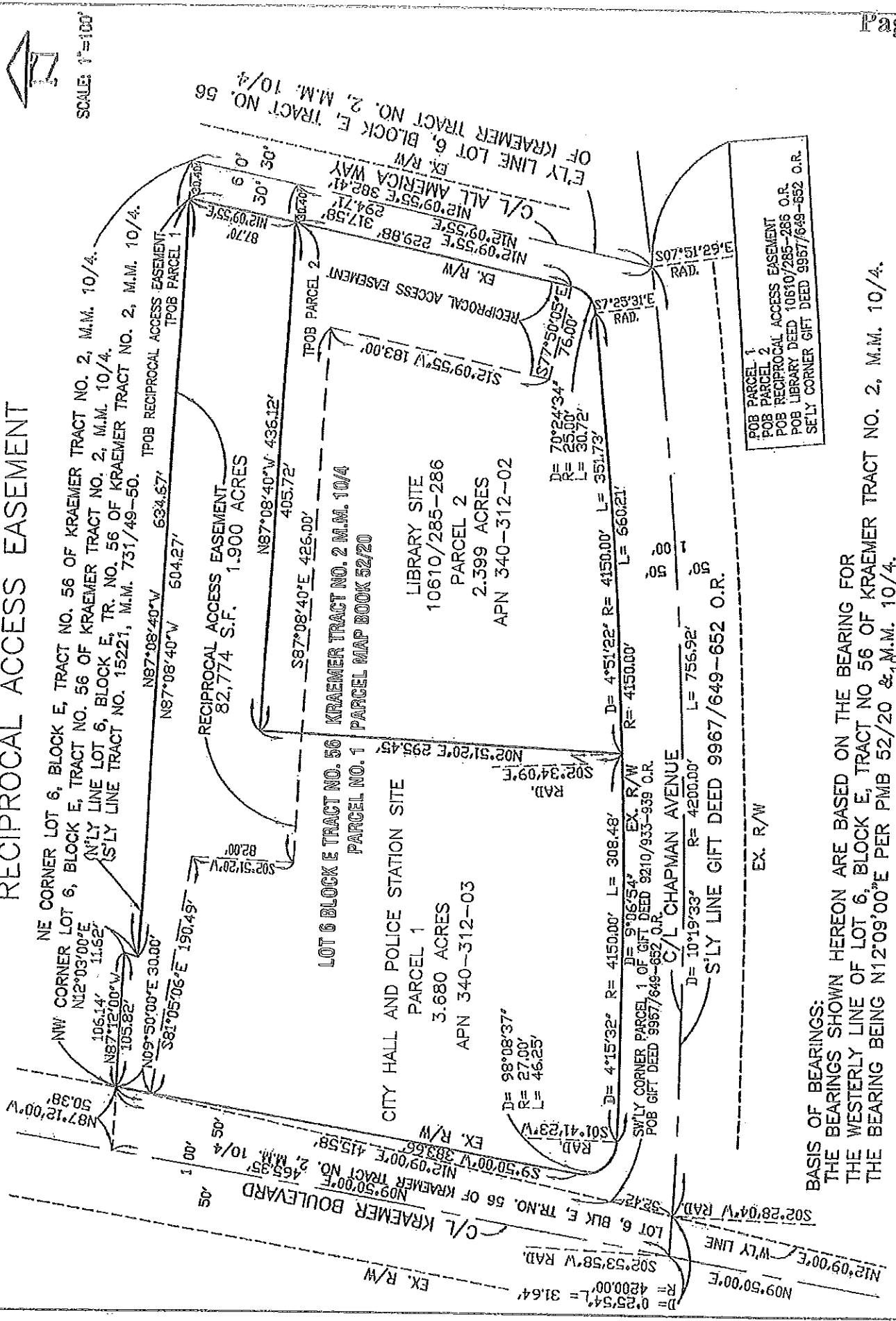
Being a portion of Lot 6 in Block E of Tract No. 56 of Kraemer Tract No. 2 as per map filed in Book 10, Page 4 of Miscellaneous Maps in the office of the County Recorder of said County, more particularly described as follows:

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The above described parcel contains 1.900 acres, (82,774 square feet) more or less.

The above described parcel is shown as Exhibit "B" of Exhibit 2 attached hereto and by this reference, made a part thereof.

# EXHIBIT "B" RECIPROCAL ACCESS EASEMENT



SCALE 1"=100'



BASIS OF BEARINGS:  
THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING FOR  
THE WESTERLY LINE OF LOT 6, BLOCK E, TRACT NO 56 OF KRAEMER TRACT NO. 2, M.M. 10/4.  
THE BEARING BEING N12°09'00"E PER PMB 52/20 & 10 M.M. 10/4.

POB PARCEL 1  
POB PARCEL 2  
POB RECIPROCAL ACCESS EASEMENT  
POB LIBRARY DEED 10610/285-286 O.R.  
SE'LY CORNER GIFT DEED 9967/649-652 O.R.

ATTACHMENT 1  
EXHIBIT F