



Board of Trustees
Kathy Little — President
Alex Geronimo — Vice President
Melanie Lara — Secretary
Jana Brassfield — Trustee
Loretta Cousar — Trustee

Regular Board Meeting Agenda

September 8, 2021

5:00 p.m.

Children's Room

Americans with Disabilities Act Compliance: If you need special assistance to participate in this meeting, please contact the administration office at (951) 849-3192 at least 72 hours prior to the meeting.

Public Requests for Documents: The District provides a public inspection copy of all materials included in the agenda packet distributed to the Board members. Members of the public who wish to obtain a copy of any document may do so by completing a Request for Public Document form and submitting it to the Administration who will arrange for the documents to be copied at a charge of 10¢ per page. Request forms are available at the District Administration offices.

1. **Call to Order, Pledge of Allegiance, Roll Call**

2. **Adoption of Agenda**

3. **Public Comment**

Individuals may address the Board regarding any item of Library District business on or not on the agenda. Comments are limited to 5 minutes per person. While all comments are welcome, the Brown Act does not allow the Board to take action on any item not on the agenda. Please complete the "Request to Address the Board" card by filling out your name and the specific item you wish to address.

4. **Consent Calendar**

All Consent Calendar items will be acted upon a single action of the Board unless otherwise requested by an individual Board Member for separate consideration.

Recommended Action: The Board of Trustees hereby approves the items below:

4.2 Minutes of the Regular Board meeting—August 11, 2021

5. **Consideration of Items Removed from the Consent Calendar**

6. **Friends of Banning Library Report**

7. **Finance Report**

8. **District Director's Report**

9. **Board Reports and Comments**

9.1 Dragonfly Gala 2021

Board members are encouraged to report on items of information not requiring comment or discussion to the entire body at this time. (Reference: The Ralph M. Brown Act)

10. Unfinished Business

10.1 Amendments to Policy No. 6030 Mobile Hotspot Lending Policy

11. New Business

11.1 Furniture Renovation Proposal and Presentation by Yamada Enterprises for Front Lobby, Non-Fiction, Fiction, Computer, Audiobook, Mystery, Conference, Staff Hallway, and Back Office Areas

11.2 Authorize the Director to Enter into Either a Lease Agreement with Burtronics Business Systems for Lanier IM C400F Printer in the Amount not to Exceed \$13,000 for a 63-Month Term or Purchase Current Equipment and Maintenance Contract in the Amount not to Exceed \$10,000

11.3 Mask Requirement Update

11.4 Cabazon Outlets 14th Annual Shopping Extravaganza Event to Support Local Charity

11.5 Authorize the Director to Enter into an Agreement with E.P. Electrical for Demolition of Pony Walls and Redirect Computer Cable and Wires in the Amount not to Exceed \$4,000

12. Last Minute Action Items

The Board may discuss an item, which was not previously placed on the agenda when the Board determines that there is a need for immediate action which cannot reasonably wait for the next regularly scheduled meeting. The determination must be made by two-thirds of the total Board or, if two-thirds of the Board is no present, by a unanimous vote of those remaining. (Reference: The Ralph M. Brown Act)

13. Agenda Items for Future Agendas

14. Next Regular Board Meeting

October 13, 2021

15. Adjournment



Board of Trustees
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MINUTES
REGULAR MEETING OF THE BOARD OF TRUSTEES
August 11, 2021 | 5:00 P.M. | Children's Room

**CALL TO ORDER,
PLEDGE OF
ALLEGIANCE, ROLL
CALL**

President Little called the Regular Meeting of the Banning Library District Board of Trustees to order on August 11, 2021 at 5:07 p.m.

Members Present: President Kathy Little, Vice President Alejandro Geronimo, Secretary Melanie Lara, and Trustee Loretta Cousar.

Members Absent: Trustee Jana Brassfield.

Staff Present: Kevin Lee, District Director; Fernando Morales, Library Manager; and Christian Tzintzun, Library Technician.

Guests: Gae Rusk.

ADOPTION OF AGENDA

A motion was made by Lara and seconded by Cousar to adopt the agenda for the August 11, 2021 Regular Meeting.

AYES: Little, Geronimo, Lara, Cousar.

NOES: None.

ABSTAIN: None.

ABSENT: Brassfield.

PUBLIC COMMENT

None.

CONSENT CALENDAR

A motion was made by Cousar and seconded by Geronimo to approve the Minutes of the July 14, 2021 Special Meeting.

AYES: Little, Geronimo, Lara, Cousar.

NOES: None.

ABSTAIN: None.

ABSENT: Brassfield.

**CONSIDERATION OF
ITEMS REMOVED FROM
THE CONSENT
CALENDAR**

None.

**FRIENDS OF THE
BANNING LIBRARY
REPORT**

Gae Rusk, from the Friends of the Banning Library, gave a report on FOBL's recent activities. FOBL is selling iron-on patches and tickets for the Cabazon Outlets Shopping Extravaganza to raise funds.

FINANCE REPORT

DISTRICT DIRECTOR'S REPORT

A written report was presented.

The Summer Reading Program is over and the magician preformed on the last day. Yamada will present the renovation designs at the September regular meeting. Library staff is preparing for another silent auction to sell the furniture being replaced. The outside library sign has been updated with the new logo. Lee spoke with Art Vela, director of Public Works, about the Rancho San Geronio project and was told that the project will not start until fifteen (15) years from now. The library and FOBL will have booths at the upcoming Banning Comic-Con on August 20 and 21. Lee and Morales painted the parking lot lines. Lee welcomed the two new staff members, Elizabeth Fritz and Andrea Fernandes. After contacting five museums the historian determined that the dolls have no significance and will be donated to FOBL. The library received six scholarships to attend the ASLR conference in Reno, Nevada.

BOARD REPORTS AND COMMENTS

None.

UNFINISHED BUSINESS

10.1 Authorize the Director to settle the Inland Library System Pension Liability in the amount not to exceed \$25,000.

A motion was made by Lara and seconded by Geronimo to approve and authorize the Director to settle the Inland Library System Pension Liability in the amount not to exceed \$25,000.

AYES: Little, Geronimo, Lara, Cousar.

NOES: None.

ABSTAIN: None.

ABSENT: Brassfield.

10.2 Library Mask Requirement Update.

The board decided to continue the mask requirement as-is and will revisit the item again in the September Regular Meeting.

NEW BUSINESS

11.1 Creation of Policy No. 6030 Mobile Hotspot Lending Policy.

Lara would prefer to have a specified about of late returns to clarify what constitutes "a history of repeatedly returning late items." A motion was made by Lara and seconded by Cousar to approve as is and direct staff to amend Policy No. 6030 and return it next month for review.

AYES: Little, Geronimo, Lara, Cousar.

NOES: None.

ABSTAIN: None.

ABSENT: Brassfield.

**LAST MINUTE AGENDA
ITEMS** None.

**AGENDA ITEMS FOR
FUTURE AGENDAS** None.

**NEXT REGULAR BOARD
MEETING** September 8, 2021

ADJOURNMENT Adjourned at 5:38 p.m.

Prepared by:

Christian Tzintzun, Library Technician

The foregoing minutes are approved by the
Board of Trustees on _____, 2021.

Melanie Lara, Board Secretary

Kathy Little, Board President



Banning Library District

Profit & Loss (Unaudited)

General Fund

	July 2021 YTD	Budget	\$ Over (Under) Budget	% of Budget
1 REVENUES				
2 County Revenues	\$ -	\$ 1,042,400	\$ (1,042,400)	0%
3 Local Revenues				
4 Interest	7	4,300	(4,293)	0%
5 Fines	42	3,100	(3,058)	1%
6 Service Sales	70	4,100	(4,030)	2%
7 State Library	-	-	-	0%
8 Rental Fees	-	500	(500)	0%
9 Other Revenues	75	-	75	100%
10 Total Local Revenues	194	12,000	(11,806)	3%
11 TOTAL REVENUES	194	1,054,400	(1,054,206)	0%
12 EXPENSE				
13 Salaries & Benefits				
14 Regular Salaries	34,813	510,300	(475,487)	7%
15 Overtime	-	1,000	(1,000)	0%
16 Health Insurance	3,487	36,600	(33,113)	10%
17 Social Security	2,038	31,700	(29,662)	6%
18 Retirement	693	18,100	(17,407)	4%
19 Medicare	477	7,400	(6,923)	6%
20 Unemployment Insurance	119	4,800	(4,681)	2%
21 Total Salaries & Benefits	41,627	609,900	(568,273)	7%
22 Operational				
23 Equipment Leases/Automation	728	20,400	(19,672)	4%
24 Maintenance	1,456	16,000	(14,544)	9%
25 Program Expense	1,048	14,000	(12,952)	7%
26 Juvenile Books (Childrens)	616	10,000	(9,384)	6%
27 Adult Books	481	5,100	(4,619)	9%
28 Youth books (YA)	121	700	(579)	17%
29 Equipment & Furniture	-	10,000	(10,000)	0%
30 Data Base	2,431	30,000	(27,569)	8%
31 Audio	210	2,000	(1,790)	11%
32 DVD/Videos	236	3,500	(3,264)	7%
33 Periodical	1,289	1,700	(411)	76%
34 Processing Books & ILL	-	8,800	(8,800)	0%
35 Security	-	1,800	(1,800)	0%
36 Website Maintenance	-	4,000	(4,000)	0%
37 Janitorial	-	2,800	(2,800)	0%
38 Total Operational	8,615	130,800	(122,185)	7%

*No assurance provided on these financial statements. These financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.



Banning Library District

Profit & Loss (Unaudited)

General Fund

		July 2021 YTD	Budget	\$ Over (Under) Budget	% of Budget
39	Administrative				
40	HR Services	-	24,000	(24,000)	0%
41	Professional	159	78,600	(78,441)	0%
42	Insurance	1,480	18,300	(16,820)	8%
43	Professional Development	500	2,200	(1,700)	23%
44	Recognition Events	63	1,500	(1,437)	4%
45	Advertising/Marketing	-	1,700	(1,700)	0%
46	Cty. Auditing and Accounting	-	500	(500)	0%
47	Membership	1,639	4,900	(3,261)	33%
48	Travel/Training	361	35,000	(34,639)	1%
49	Utilities	1,211	35,100	(33,889)	3%
50	Office	2,192	21,400	(19,208)	10%
51	Total Administrative	7,604	223,200	(215,596)	3%
52	Capital Outlay	-	350,000	(350,000)	0%
53	TOTAL EXPENSE	57,846	1,313,900	(1,256,054)	4%
54	NET INCOME / (LOSS)	\$ (57,652)	\$ (259,500)	\$ 201,848	

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Banning Library District

Profit & Loss (Unaudited)

Grants

		July 2021 YTD
1	REVENUES	
2	Grant Income	\$ 11,530
3	TOTAL REVENUES	11,530
4	EXPENSE	
5	Capital Outlay	-
6	Operational	
7	Program Expense	2,197
8	Juvenile Books (Childrens)	-
9	Adult Books	18
10	Data Base	-
11	DVD/Videos	-
12	Processing Books & ILL	-
13	Total Operational	2,216
14	TOTAL EXPENSE	2,216
15	NET INCOME / (LOSS)	\$ 9,314



Banning Library District

Balance Sheet (Unaudited)

As of July 31, 2021

	Jul 31, 21
1 ASSETS	
2 Checking/Savings	
3 Bank of Hemet Money Market	\$ 83,704
4 Operating Account Bank of Hemet	424,301
5 LAIF	608,459
6 LAIF FMV	50
7 Petty Cash	500
8 County General Fund Cash	1,135,522
9 Total Checking/Savings	2,252,537
10 Other Current Assets	
11 County Interest Receivable	564
12 Accounts Receivable Other	1,846
13 Accounts Receivable Property Tax	2,418
14 Prepaid Expenses	20,281
15 Total Other Current Assets	25,109
16 Fixed Assets	
17 County General Fund Assets	1,231,732
18 Accumulated Depreciation	(607,147)
19 Construction in Progress	89,419
20 Total Fixed Assets	714,004
21 TOTAL ASSETS	\$ 2,991,650
22 LIABILITIES & EQUITY	
23 Liabilities	
24 Accounts Payable	3,149
25 Credit Cards	3,791
26 Payroll Liabilities	38
27 Year End Accrued Payroll	15,009
28 Vacation Payable	23,570
29 Total Liabilities	45,557
30 Equity	2,946,093
31 TOTAL LIABILITIES & EQUITY	\$ 2,991,650

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Board of Trustees

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Director's Report

Meeting Date: September 8, 2021
By: Kevin Lee

- Board President Kathy Little and Board Vice President Alex Geronimo attended the Dragonfly Gala 2021 hosted by Dorothy Ramon Learning Center on August 14, 2021 at the Morongo Community Center. The purpose of the Gala was to celebrate Southern California's Native American cultures.
- The library is closely monitoring all new safety guidelines. Following the County of Riverside's lead and the Library Board of Trustees' direction, all patrons and staff are required to wear masks at all times when they are inside the library.
- We are in the process of obtaining a dotgov domain name. Dotgov domain is restricted and used only by government entities. The purpose of dotgov domain is for people to easily identify authentic government websites on the internet. On April 27th, 2021, Dotgov.gov announced that there is no cost to obtain such name. Prior to that, there was a fee to use a dotgov domain.
- Our new website is almost done. It's been a long year, but we are on our final quality check before going alive. Because of the point made above, we are also waiting for our dotgov domain to be approved. Once our final quality check is completed and dotgov domain is approved, we will announce/market our new website, everywhere!
- We applied for a STEM kit *Test the Waters Family Exploration Kit*. This was offered by the National Library of Medicine. *Test the Waters Family Exploration Kit* "is a fun, accessible, loanable kit which includes four family friendly activities, and all the instructions and materials needed" and "They come in a lockable plastic tote and can fit on a typical library shelf." Hopefully, we will hear back from them soon!
- We have been doing as many outreaches as we can. First, our library, along with Friends of the Banning Library, got the opportunity to set up our tables at the Banning Comic-Con event. Christian and Andrea gave out crayons and coloring sheets for kids. Every visitor got a library application form. They were encouraged to take advantage of everything BLD library card offered. Darnise went to the Banning High School for an outreach. She had conversations with students about BLD library card, especially regarding all the wonderful databases that can help them with schoolwork. Elizabeth did a small outreach to the Community Center; a private individual asked us to meet her there because she wanted her students to learn about what libraries can offer to them.

- Silent auction is still ongoing. At the last board meeting, staff informed the Board that they will bring auction bids in October, however, there is a change of plan. We want to provide more time for patrons and customers to think about the auction and have time to put in bids.
- We put a hold on painting our parking lanes due to some wind, temperature, or time issues. Nevertheless, this project will be completed.
- We are glad to announce that there were no incidents for the month of August. But we did have some facility issues. We had to replace a breaker for an A/C. The bathroom light switch was also replaced because of damages to a short circuit.
- Our Programming Team is coming up with great ideas for awesome family programs for October, November, and December. Stay in tune! We will market those events on our website, social media, etc.



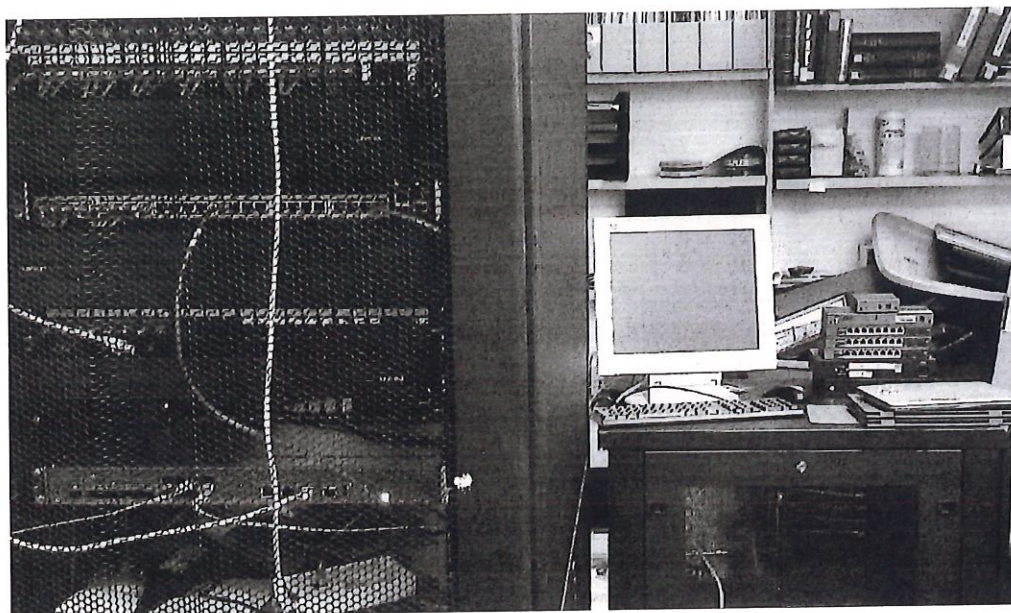
21 W. Nicolet St.
Banning, CA 92220
(951) 849-3192 (tel.)
(951) 849-6355 (fax)
www.banninglibrarydistrict.org

STAFF REPORT

Meeting Date: *September 8 2021*

Prepared by: *Fernando Morales, Library Manager*

We have officially completed the high-speed broadband installation. All old circuits and switches around the library have been removed, and are being stored for future use. Our VOIP service, Star2Star, has been fully integrated with the new Cenic/CalREN system. All public computers were re-configured, with only minor software updates needed. All our databases that verify through our IP address, have been contacted and given the updated information they need for patron use.





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As network updates were being performed, we also updated our Google information. While the Library maintains and claims a Yelp page, Google business information works more on a popular opinion / most recent suggestion method. We have repeatedly corrected the fact we are not the Banning Public Library, but rather the Banning Library District. Google has finally reach the threshold so we should not have this issue proceeding in the future.

W Li



Airport

Map dat

Hi Fernando

People are noticing the place you updated

You changed the name of Banning Library District, which has now been seen over 30,000 times. Thanks for making such a valuable edit to the map.

[See your edits](#)



New name:

Banning Library District

Old name:

Banning Public Library

5/ 5/2



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Circulation Statistics

Material	Top Circulating Item	Monthly Circulation
Audio Books	Transhuman by Ben Bova	67
DVDs	Star Wars Attack of the Clones	136
Adult		
Fiction	Four Winds by Kristin Hannah	271
Non-Fiction		68
Young Adult		
Fiction	Coraline by Neil Gaiman	52
Non-Fiction		1
Juvenile		
Fiction	Big kicks by Bob Kolar	519
Non-Fiction		74

Computer Usage	Total Sessions
Adult	92
Teen	24
Children	5

*Each session is 1 hour long, with staff able to give more time depending on need.



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Database	Description	Total Sessions
Ancestry	Genealogy	4
CreativeBug	Online learning	4
Enki	eBook*	19
Gale Legal Forms	Legal Forms & Templates	15
Mango	Language	30
OverDrive	Audio Book and eBook	458
World Book	Online Encyclopedia	26
BrainFuse	Online Tutoring	0
Hoopla	Movie streaming and eBook	76
ComicPlus	Comic books	0
JobsNow	Résumé and Job advice	4
VetsNow	Veteran Help	0
Tumblebooks	Early Readers and Math	13
Universal Classes	Online Education	11



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STAFF REPORT

Meeting Date: 9/01/2021

Prepared by: *Darnise Wiggins, Library Assistant*

Department: Children

Subject: August Statistics

The month of August started with the children room staff having exciting new activities for the end of the year which our patrons will love. We are pleased to say story time is back at the library and we have the children and parents anticipating the start of story time. Our storyteller Elizabeth is doing an awesome job and the parents and children love her. We have added yoga to the movement part of story time, and the children look forward to it and the parents as well, it is a way of calming them down and giving them a clear mind so they can listen and enjoy the story. After story time and movement and finger plays we end story time with a craft that coincides with the book that was read.

This month we also had Albert Chacon come and give an oral history of the California Indian bird song. He was introduced by our very own local Historian, Francisco Ramos, and he gave a brief speech as well.

"Working at the booth for the Banning Library District at the Banning Comic-Con event was an absolute pleasure. While assisting the FOBL by attracting customers to their booth we were also able to talk to the local residents about signing up for a library card. On the first night two or three people filled out applications and about a half a dozen people visited and purchased from the FOBL. The second day of the event was much more full of attendees and this enabled us to do more outreach with the community. In addition to acquiring another three or four applications we were able to have a lot of interaction with residents who participated in the cosplay event and who were more than happy to chat with the Library and have their photos taken in costume with our Library card to be used for future library promotions. On the second day the booth was moved to the opposite side of the street enabling it to be seen by more patrons of the event. Overall it was a great opportunity for community outreach and promotion of our upcoming events at the library."

"Andrea Fernandes"

We close the month of August with a craft night for the families of the library and look forward for great activities for the month of September.



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Video Events

Program Week	Platform	Views/ Participants	Explanation
08/03/21	Family story time	12	Consists of one book and movement and a craft.
08/05/21	Bilingual story time	5	Consists of one story in Spanish and the same one in English, Movement and Craft.
08/10/21	Family story time	12	Consists of one story and a movement and a craft
08/12/21	Family Story time	12	Read one book and did follow the leader dance movement and a craft
08/13/21	We are Birds presented by: Albert Chacon	11	Francisco Ramos, our Local Historian gave a speech and Albert Chacon gave an oral history of California Indian Bird songs
08/17/21	Family story time	19	Consists of one story movement and a coloring sheet
08/19/21	Bilingual story time	6	Consists of movement one book read in Spanish and the same on in English, and craft
08/24/21	Family story time	9	Read one story in Spanish and the same story in English one movement and a craft
08/26/21	Bilingual story time	13	Read one book and did finger plays and a craft
08/31/21	Family Story Time	11	Read one book and did finger plays and a craft

Historians Report for August 2021

In August, we had ten patron requests varying from questions regarding historic buildings, to numerous requests about the St. Boniface Indian School that used to be in Banning, as well as a few yearbook research requests.

Recently over July, we have digitized the "Herald of Banning" newspaper that was Banning's first newspaper in the late 1880s and 1890s. I decided to host our newest scans of these papers, just like our other photo collection that is housed online with the Online Archive of California (OAC) and the California State Library, for the purposes of keeping our entire online archive in one place. In preparation for that upload of the newspaper, I attended an informational session with archivist Christine Kim of the California State Library regarding our online photo archive.

The program that was used by OAC to establish online repository institutions to host digital contents of their archives online is now completely out of date. Metadata systems and their host programs that Bill used in 2014 to create the archive were based on 1990's metadata and software. Those systems are now out of date. California State Library archivist, Christine Kim informed me that the entire California State Library system is now looking into moving their online systems with their partners such as us, Banning Library into a new operating software program that is yet to be developed. The state library is looking for testimony and other smaller historical institutions such as us for input and feedback regarding what worked with the prior system and what would be good features to add to the next system. I gladly accepted the opportunity to be a part of those discussions. Currently, we are their only small library that is participating. This discussion and planning of the next operating system will take place over the next few years. In the meantime, we can still upload new files and images to our online archive; however they need to be hosted on another image hosting website.

St. Boniface requests have been coming almost at a pace of 1 new request every 2 days. This is the most I've seen in my 2 years here at the district regarding information from St. Boniface. We do have a small repository of information regarding St. Boniface. It is currently being digitized and archived so that research requests can happen more quickly regarding this subject. Library Aid, Andrea Fernandez and I are working to digitize this and also host it online with our other materials.

On August 13th we had a wonderful presentation by Albert Chacon who is a California Native American and documentarian. Albert produced 5 years ago an award-winning documentary regarding the Native Bird Songs among the tribes of Southern California. His work has won numerous awards at the Palm Springs Film Festival, the Idyllwild Film Festival, and others for its revealing look into a patriarchal system of oral storytelling. Albert and his wife, Dr. Larisa Broyles Chacon, Ph.D. (an anthropologist from Moreno Valley College) created a special video highlighting some of the best native bird singers who were known in the San Geronimo Pass area. This event attracted ten people. Further, a newspaper article was done by Rachael Gustuson of the Yucaipa News Mirror entitled "Banning Library holds informative exhibition: We are Birds, A California Native Story."

Since the program ended other people emailed me and asked if they could get more information about the subject and have been overjoyed that the Banning Library gave this program the space to exist. It has received rave reviews from the public since the broadcast.

Further, we have secured Banning's Mayor, Colleen Wallace who will come to the Library in October and give a live presentation about her family's history of being 4 generations of residents of the city. The time of the presentation will be determined later in September. Lastly, we will be releasing our FOX Theater episode in 2 weeks. It has taken me over 40 hours of final editing to get it to a 31-minute documentary. I and the Friends of the Library as co-producers are in the final stages of asking for permission from various groups to use their historic photos for our presentation. I am excited to reach this point as there is a lot more interest in movies and FOX in particular since we began shooting these episodes months ago. According to the general manager of FOX, 2 other film companies have begun making their documentaries about FOX in the last few weeks.

The director and I have completed a new photo online agreement that is now finalized. Now if anyone who wants to donate or have us hosts any online photos for our archives, we have a new agreement specifically for this purpose.

In conclusion for September we will be creating a history of historic buildings and homes with the San Geronimo Pass Historical Society, and also filming a mini-documentary about the Gilman Ranch. Please look for these episodes on our YouTube channel.

Submitted by,
Historian-Francisco Ramos



Board of Trustees
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Melanie Lara — Secretary
Jana Brassfield — Trustee
Loretta Cousar — Trustee

STAFF REPORT

Meeting Date: September 9, 2021
Prepared By: Kevin Lee, District Director
Agenda Item: 10.1
Title: Amendments to Policy No. 6030 Mobile Hotspot Lending Policy

RECOMMENDATION:

That the Board **approve and adopt** Amendments to Policy No. 6030 Mobile Hotspot Lending Policy

BACKGROUND/INFORMATION:

At the last regular board meeting the Board instructed staff to define "history of repeatedly returning items late". The Board also noted that a discretionary language may be added instead of a definition.

Banning Library District

POLICY MANUAL

POLICY TITLE: Mobile Hotspot Lending Policy

POLICY NUMBER: 6030

A hotspot is a portable wi-fi device you can use to connect a mobile-enabled device to the Internet. The Banning Library District (“BLD”) lends out hotspots to BLD card holders (“You”) based on availability. The hotspot has unlimited data but can only be used in the continental United States.

To borrow a hotspot, you must be 18 years of age or older, a BLD card holder, have your library card in good standing, and have held your BLD library card for at least 90 days. Good standing means your account is not blocked due to outstanding fees for lost or damaged items. Furthermore, you must not have a history of repeatedly returning items late *within the last three years. Other factors, such as how frequently items are returned late and how many items are returned late, are considered as well. If requested, your history will be reviewed by the Director or his/her designee.*

By checking out the hotspot, you agree to all terms and conditions abide by the Library’s policies and rules, and agrees to hold the Library and its agents harmless from any and all claims, losses, damages, obligations, or liabilities, directly or indirectly, relating to the use of the Library’s hotspot and internet access provided by the Library. BLD is not responsible for information accessed using the hotspot. You are encouraged to follow safe internet practices. Any altering of modifying the configuration of Library-owned equipment is strictly prohibited. The Library is not responsible for personal information shared over the Internet or for information or websites accessed.

You understand that certain behaviors can result in the suspension of hotspot privileges and or criminal prosecution, such as 1) Failure to return devices in timely manner 2) Viewing use of the hotspot to access online content determined to be illegal that violates federal, state, or municipal laws, and 3) Viewing, displaying, or disseminating materials that are judged in accordance with current legal definitions as being obscene.

Library staff will confirm, in the presence of you, that all items are present in the hotspot kit before you check out your hotspot. You will agree, acknowledge, and sign the Technology Check-out Waiver and Liability Form. You agree to accept full responsibility for the cost of repair or replacement if the hotspot is lost, stolen, or damaged. You must keep the hotspot in a temperature-controlled environment. Only one hotspot may be borrowed at any given time. The loan period is 14 days with no grace period, and it cannot be reserved or renewed. There is a 24-hour waiting period before you can check out a hotspot again.

There are no holds allowed with technology items—it will be lent on a first-come-first-serve basis. Overdue hotspot will be deactivated at the closing on the day the hotspot is due. You must return the hotspot inside the library at the circulation desk so library staff can verify that all components of the hotspot are accounted for before checking it in. Hotspot that is not checked in after 7 days of due date will be considered lost and you will be charged full replacement cost of the item. If the hotspot is returned, lost fees will be waived. Damaged item charges may still apply if the hotspot, charger, or case is returned damaged. Three (3) late returns will result in being permanently banned from borrowing all hotspot devices.



Board of Trustees
Kathy Little — President
Alex Geronimo — Vice President
Melanie Lara — Secretary
Jana Brassfield — Trustee
Loretta Cousar — Trustee

STAFF REPORT

Meeting Date: September 9, 2021
Prepared By: Kevin Lee, District Director
Agenda Item: 11.1
Title: Furniture Renovation Proposal and Presentation by Yamada Enterprises for Front Lobby, Non-Fiction, Fiction, Computer, Audiobook, Mystery, Conference, Staff Hallway, and Back Office Areas

BACKGROUND/INFORMATION:

At the last regular board meeting, staff informed the Board that Yamada Enterprises representatives will attend the meeting to present their layout plans and furniture renovation options for the remaining areas of the library to the Board.

Under Policy No. 3080.3, the District must try to invite at least three vendors to present their proposals, but Policy 3080.2.2 allows sole source procurement if the Board wants to use one of the previous vendors or one new vendor. According to Board policy sole source procurement option may only be exercised if 1) Only one known source exists for supplies or services as determined by documented research 2) No other reasonable alternate source exists that meets the District's requirements or 3) Only one source meets the business needs of the District's needs.

Option 1: Board can direct the Director to find two more vendors. There are not too many furniture renovation vendors, as such, one would be Agati again. If Option 1 is selected, Staff will invite Agati and try to invite additional vendors.

Option 2: Board can exercise sole source procurement under Policy No. 3080.2.2 to buy similar style furniture that are already installed in the library to meet the District's needs. Different vendors will have different furniture styles and that would uneven the aesthetic of the library to some degree. This option affords the Board the discretion to hire Yamada Enterprises again to renovate the library. Thus, keeping the library's design and aesthetic appeals uniform throughout the library. If Option 2 is selected, Yamada and Staff will finalize everything and bring an Agreement for Board to review and approve in the October meeting.



Board of Trustees
Kathy Little — President
Alex Geronimo — Vice President
Melanie Lara — Secretary
Jana Brassfield — Trustee
Loretta Cousar — Trustee

STAFF REPORT

Meeting Date: September 9, 2021
Prepared By: Kevin Lee, District Director
Agenda Item: 11.2
Title: Authorize the Director to Enter into Either a Lease Agreement with Burtronics Business Systems for IM C400F Printer in the Amount not to Exceed \$13,000 for a 63-Month Term or Purchase Current Equipment and Maintenance Contract in the Amount not to Exceed \$10,000

RECOMMENDATION:

That the Board **authorize the Director** to Enter into a Lease Agreement with Burtronics Business Systems for Lanier IM C400F Printer in the Amount not to Exceed \$13,000 for a 63-Month Term.

BACKGROUND/INFORMATION:

The District's current lease on the printer used by patrons is expired. The District has the option to purchase the current printer or lease a new one.

Option 1: Lease option would cost the District about \$11,879.43 for 63 months, at \$175 per month plus 7.75% tax. Initially, Burtronics Business Systems ("Burtronics") offered \$214 per month, but after some negotiations the District was able to come down to \$175. In the lease agreement, maintenance cost is covered, along with toner supplies for 63 months. In addition, as part of the new lease agreement Burtronics would replace the old printer with a new one that has more speed. In Option 1, the Board would be authorizing the Director to enter into a lease agreement with Burtronics in the amount not to exceed \$13,000 for 63-term lease.

Option 2: Buy out option would cost the District about \$17,792.37 (this includes same comparison to the lease option above). The cost to buy out the current printer is \$3,250 plus tax—at 7.75% tax rate this would be \$3501.87. The maintenance contract is \$85 a month, which means in totality for 63 months the cost would amount to \$5,355. Moreover, 10% extra for unforeseeable cost should be included, adjusting the cost to \$5,890.50. The cost of toners every year is about \$1,600. For 63 months, toner alone would cost \$8,400. Together, the total cost to buy out the public printer with maintenance agreement and toner supplies would be roughly \$17,792.37 for 63 months. The Board needs to keep in mind that sometimes manufacturers stop making specific toners for older printers. If that was to happen during anytime within the 63 months period, the District would need to seek out and buy or lease a new printer. In Option 2, the Board would be authorizing the Director to buy the current printer and maintenance agreement not to exceed in the amount of \$10,000.



APPLICATION NO.

AGREEMENT NO.

provided
by:

EQUIPMENT FINANCE

Dealer Lease Agreement

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME BANNING LIBRARY DISTRICT			STREET ADDRESS 21 W NICOLET ST	
CITY BANNING	STATE CA	ZIP 92220	PHONE 951 849 3192	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

SUPPLIER INFORMATION

FULL LEGAL NAME BURTRONICS BUSINESS SYSTEMS			STREET ADDRESS 1808 COMMERCECENTER W	
CITY SAN BERNARDINO	STATE CA	ZIP 92408	PHONE 909-885 7576	FAX

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES LANIER IM C400F	SERIAL NO.

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
☐ See attached Schedule A

TERM AND PAYMENT INFORMATION

63 Payments* of \$ 175.00

If you are exempt from sales tax, attach your certificate.

*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

☒ Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.☐ Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.____ Customer's Initials
____ Customer's Initials

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

BANNING PUBLIC LIBRARY

CUSTOMER (as referenced above) SIGNATURE TITLE DATED

FEDERAL TAX I.D. #

PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

CUSTOMER (as referenced above)

SIGNATURE

TITLE

ACCEPTANCE DATE

27542 (2017)

Page 1 of 2

Rev. 12/01/2017

1. AGREEMENT: You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.

9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.



MAINTENANCE AGREEMENT

Account Name BANNING LIBRARY DISTRICT		Location Name SAME	
Billing Address 21 W NICOLET ST		Street Address	
City BANNING	State CA	City	State
Billing Contact Name KEVIN LEE	Zip Code 92220	Zip	
Billing Contact Email KEVINL@BANNINGLIBRARYDISTRICT.ORG		Key Operator Name	
Area Code/Phone		Key Operator Email	
951-849-3192		Area Code/Phone	
Fax		Fax	

MODEL					Notes
LANIER IM C400F					
BLACK & WHITE PRINTS					
Base Amount	Inc.				
Prints Included	2000				
Overage Amount	.01				
Beginning Meter					
COLOR PRINTS					
Base Amount	0				
Prints Included	500				
Overages Amount	.08				
Beginning Meter					
Base Billing	Monthly X	Quarterly	Annual		
Overage Billing	Monthly	Quarterly X	Annual		

Installation Date	Effective Date	Term (Months) 63	Billing Cycle Mo.	Total Base Amount Included	Please Note:
--------------------------	-----------------------	----------------------------	-----------------------------	--------------------------------------	---------------------

Customer Acceptance					
Authorized Signature					
X					

TERMS AND CONDITIONS

1. CUSTOMER RESPONSIBILITIES

- a. Meter Reads – Customer will provide accurate meter readings based on this agreement's billing cycle for the purpose of maintenance and billing. If meter reads are not provided, BBS may estimate the usage based upon the past 6 months average usage. If automated meter read software is not installed on the network to obtain meter readings of the connected devices, the meter billings are subject to an upcharge of 10%. Customer may request a printout of meter read at any time.
- b. Electrical and Environmental Conditions – To perform properly, BBS requires office equipment to be installed and operated within environmental conditions and standards as specified by the manufacture. Additionally, the equipment must be protected by an Certified Surge Protector. The electrical outlet must provide steady clean current without much drop voltage while the equipment is running. This agreement does not cover the replacement or repair of electronic circuit boards in units unprotected by certified surges protectors.
- c. Provide Key Operator – Customer shall provide at BBS request, present a key operator for instructions for use and reasonable care of the equipment. Key Operator shall be responsible for replenishing toner, replacing used / waste toner, and removal of paper miss-feeds, and communicate with BBS for the placement of supplies orders and service requests.
- d. Data Always at Risk – In repairs of hard drives or similar storage equipment or media, we cannot guarantee the integrity of the data during the repair process. Customer agrees it is the responsibility of the Customer to implement safeguards for data security.
- e. Approved Supplies – Customer agrees to use only supplies and media, which meet or exceeds manufacture specifications. Damages and repairs that occur as a direct result of improper supply use will be chargeable to the Customer

2. PERFORMANCE GUARANTEE – Limited in legal terms but comprehensive in real terms, this guarantee covers you for five (5) years of ownership, from the manufactured date of the equipment. BBS will maintain the equipment to optimal performance standards as recommended by the manufacture.

- a. BBS is not responsible for any failure or delay of performance due in whole or part to any cause beyond BBS control, including non-availability of parts or supplies necessary to maintain satisfactory performance of the equipment. This agreement does not cover repairs necessitated by vandalism, theft, abuse, misuse of equipment, neglect, acts of third parties, fire, water, casualty, act of nature, mob violence labor disputes, malfunction of affiliated equipment not covered by this agreement or other incidents not considered ordinary wear and tear.
- b. If BBS determines a reconditioning of the equipment is necessary due to excessive wear and age, to extend the life cycle of the equipment, BBS will submit to Customer an estimate of needed reconditioning costs, which will be in addition to the charge payable under this service agreement. If the Customer does not authorize reconditioning, BBS will consider the equipment is at the end of its ordinary life cycle and may discontinue service of the equipment.

3. MAINTENANCE FOR EQUIPMENT ONLY - The Technicians responsibility starts at the connection ports of the equipment listed herein. If BBS support technician can connect a laptop computer directly to the equipment and print a test page, then the network communication functions are agreeing to be operational. Additional IT support will bill at the normal IT Services rate.

4. THIRD PARTY SOFTWARE SUPPORT – BBS shall make available to Customer upgrades and bug fixes for software, provided by the equipment manufacture. BBS support of Third Party Software consists of providing help-line assistance in deploying and using the application. Customer acknowledges that it is the Customer's responsibility to acquire additional support and maintenance from the software vendor and to complete the registration process applicable to such support agreements.

5. SERVICE AVAILABILITY AND RESPONSE TIMES

- a. Normal Response – BBS agrees to provide prompt service during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m. excluding weekend and holidays.
- b. Emergency Response – BBS guarantees an emergency response time to "Inoperative Equipment" of less than 4 business hours.
- c. After Hours Response - Unless otherwise stated on the front of this agreement, BBS agrees to provide after-hours service on an "if available" basis, at an incremental rate equal to the charges for after-hours services in effect at the time the service is performed.
- d. Loaner Provision – If BBS is unable to restore the equipment to operational order within a reasonable period, a loaner equipment of like kind will be provided at no additional expense to the Customer. However, if reconditioning is required because of accident or missuses, standard rental rate will apply.

6. CONSUMABLES AND SUPPLIES – BBS reserves the right to maintain a supply of toner at the Customer's premises for use solely in the equipment listed in this agreement. The quantity of toner and consumables included in this agreement are determined by industry standard coverage area and manufacture yields. If additional toner is required, BBS will bill for additional toner at current published price. Paper and Staples are not included unless stated on the front of this agreement. Customer is responsible for loss or damage to unused toner/cartridges. Unused consumables remain the exclusive property of BBS and shall be returned to BBS upon termination of maintenance agreement.

7. SERVICE PRINT CREDITS - In the process of maintaining your equipment, a reasonable amount of test prints are included into your Service Agreement. If during normal maintenance/testing on your equipment, the number of prints ran exceeds 250 prints at any one-time BBS will issue a credit.

8. SCANNER USAGE – When total scan usage exceeds the actual page output volume or contracted allowances in excess 20%, Customer agrees to pay the normal rate per scan for scanner overages.

9. PAYMENTS AND TERM – This agreement is effective on the date and for the term stated on the front. BBS shall not be obligated to provide services unless the Customer is current with all payments due or any other agreement relating to the equipment listed herein. Minimum Monthly Billing is \$25.00. Past due accounts are subject a late fee of 1.5% per month of total balance past due. This agreement is subject to normal price increases to cover the cost of supplies and parts from the manufacturer. Unless otherwise outlined in this agreement, service rates are subject to annual increases.

10. RENEWAL, TERMINATION - This agreement is non-cancellable and non-refundable during its term or renewal term. However, either party may terminate this agreement upon the anniversary date of the agreement with a 90-day written notice. This agreement shall be automatically renewed for successive similar periods if cancellation is not received 90 days prior to expiration. Renewals are subject to an increase of up to 12%

11. BBS PROPERTY - Maintenance software, test equipment, surge protectors, line filters, unused consumables, and test equipment shall remain the exclusive property of BBS.

12. CONFIDENTIALITY CLAUSE – BBS recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer and its affiliates, from improper use or disclosure. BBS agrees to use its best efforts to treat Customer Information on a confidential basis.

13. TAXES – Customer agrees to pay taxes associated with this Service Level Agreement.

14. ASSIGNMENT – This Agreement is not assignable by Customer. Any attempt to assign or transfer any of the rights, duties or obligations hereof is void

15. Notice - Written notice required by this Agreement shall be addressed to the parties at the addresses indicated on the face hereof or such other addresses as either party shall have previously furnished from time to time in writing to the other.

16. ENTIRE AGREEMENT – The foregoing terms, conditions, and those contained in prevailing price lists described herein constitute the entire agreement between Customer and BBS with respect to its subject, irrespective of inconsistent or additional terms and conditions in Customer's purchase orders or other documents of Customer. This agreement is governed by rules in accordance with the Laws of the State of California and may be amended only by written notice executed by both parties.

17. RELOCATION OF EQUIPMENT – Customer agrees to keep the equipment at the installation location. Should the equipment need to be relocated, BBS reserves the right to properly transport and install the equipment at a new location and charge reasonable relocation and installation charges. This includes connecting the equipment to new office network environment. BBS shall be under no obligation to provide maintenance service for equipment that is located outside its geographical area of responsibility.

18. NO WARRANTY – Other than the obligation set forth herein, BBS disclaims all warranties, expressed or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. BBS shall not be responsible for direct, incidental or consequential damages, including but not limited to damage arising out of the use or performance of the equipment.

19. BREACH OR DEFAULT – If the Customer does not pay promptly for any outstanding invoices (1) BBS may (a) refuse to service the equipment or (b) furnish service on a COD per call basis or (c) terminate this agreement and (2) the Customer agrees to pay BBSF cost and expenses of collection including reasonable legal fees permitted by law.



Board of Trustees

Kathy Little — President
Alex Geronimo — Vice President
Melanie Lara — Secretary
Jana Brassfield — Trustee
Loretta Cousar — Trustee

STAFF REPORT

Meeting Date: September 9, 2021
Prepared By: Kevin Lee, District Director
Agenda Item: 11.3
Title: Mask Requirement Update

BACKGROUND/INFORMATION:

There is no additional information or changes made by Riverside University Health System at this time.



Board of Trustees

Kathy Little — President
Alex Geronimo — Vice President
Melanie Lara — Secretary
Jana Brassfield — Trustee
Loretta Cousar — Trustee

STAFF REPORT

Meeting Date: September 9, 2021
Prepared By: Kevin Lee, District Director
Agenda Item: 11.4
Title: Cabazon Outlets 14th Annual Shopping Extravaganza Event to Support Local Charity

BACKGROUND/INFORMATION:

The Annual Shopping Extravaganza Event is on October 23rd. Each ticket is \$30 and includes catered lunch from The Big Easy Sandwich, live music, cocktail tasting by buzz Premium Cocktails, and exclusive discounts, and more. There is 50 persons limit per timeslot.



Board of Trustees

Kathy Little — President
Alex Geronimo — Vice President
Melanie Lara — Secretary
Jana Brassfield — Trustee
Loretta Cousar — Trustee

STAFF REPORT

Meeting Date: September 9, 2021
Prepared By: Kevin Lee, District Director
Agenda Item: 11.5
Title: Authorize the Director to Enter into an Agreement with E.P. Electrical for Demolition of Pony Walls and Redirect Computer Cable and Wires in the Amount not to Exceed \$4,000

RECOMMENDATION:

That the Board **authorize the Director** to Enter into an Agreement with E.P. Electrical for Demolition of Pony Walls and Redirect Computer Cables and Wires in the Amount not to Exceed \$4,000.

BACKGROUND/INFORMATION:

For open space concept, the Library needs to remove pony walls and redirect computer cables and wires. The open plan allows for flexibility and the ability to change the space as needed. The space also looks larger, which is another benefit.

We received three bids from three different companies. Electrical Company's bid is \$3,600. E.P. Electrical, Inc.'s bid is \$3,330. MBE's bid is \$1,550. The market rate for similar work should be around mid \$3,000s, as demonstrated by the first two companies.