



## AGENDA

Regular Meeting Board of Library Trustees | Altadena Library District  
Virtual – Zoom – February 22, 2021 – 5:00 p.m.

### IMPORTANT NOTICE REGARDING FEBRUARY 22, 2021 MEETING

This meeting is being conducted utilizing teleconference and electronic means consistent with the **State of California Executive Order N-29-20** dated March 17, 2020, regarding the COVID-19 pandemic. The live stream of the meeting may be viewed by visiting the Altadena Library District's YouTube channel at the following URL <https://www.youtube.com/c/AltadenaLibrary>

**SUBMISSION OF PUBLIC COMMENT:** For those wishing to make Public Comments at the February 22, 2021 Meeting, please submit your comments by email to be read aloud at the meeting. If multiple comments are submitted, only the first comment will be read aloud during the meeting. Email and Electronic Comments submitted online will be accepted up to two (2) hours prior to the start of the meeting. Email comments can be submitted to [hello@altadenalibrary.org](mailto:hello@altadenalibrary.org). Electronic Comments may also be submitted online at [www.altadenalibrary.org/publiccomment](http://www.altadenalibrary.org/publiccomment).

Email and Electronic Comments will be submitted to the legislative body and shall become part of the record of the meeting.

If you wish to make public comment during the live meeting, you can call in to (626) 798-0833 ext. 103, during the corresponding item of the agenda. For public comment on any non-agenda item, please plan to call at 5:00 pm.

**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 Administration who will arrange for the documents to be copied at a charge of 15¢ per page. Request forms are available at the District Administration offices.

In compliance with the Americans with Disability Act, if you need special assistance to participate in the meeting, please contact Library Administration at (626) 798-0833 x 103 at least 48 hours prior to the meeting so the Altadena Library District may make reasonable arrangements to ensure accessibility to the meeting.

#### I. Call to order

#### II. Open Session

- a. Roll Call
- b. Approval/Reordering of Agenda Items
- c. Adoption of Agenda
- d. Public Comment on Non-Agenda Items

#### III. Consent Calendar

*The Board of Library Trustees hereby approves the items and recommended actions in the Consent Calendar listed below:*

- a. Approval of Minutes – Regular Meeting held January 25, 2021 - Pages #3-7
- b. Departmental Monthly Reports – January 2021 - Pages #8-18

**IV. Consideration of Items Removed from the Consent Calendar**  
*Items removed from the Consent Calendar discussed individually at this time.*

**V. Reports (Information)**

- a. Support Groups
  - Altadena Library Foundation
  - Friends of the Altadena Library
- b. District Director's Report - Pages #19-21
  - Library Operations
  - Statistics
- c. Financial Reports – December 2020 - Pages #22-37
- d. Board of Trustees Standing Committee Reports
  - Budget Committee - Page #38
  - CFD Committee - Page #39
- e. Board of Trustees Ad Hoc Committee Reports
  - Facilities Committee - Page #40
  - Redistricting Committee - Pages #41-42
- f. Liaison Reports - Pages #43-47
- g. Trustee Reports

**VI. Unfinished Business**

**VII. New Business**

- a. Review and Approval of Advocacy Letter for 2021-22 State Budget: 6102 State Library California Library Services Act **(Action)** - Pages #48-51
- b. Recommendation Review and Appointment of CFD Committee Members **(Action)** - Pages #52-69
- c. Review and Approval of RFP for Municipal Advisor **(Action)** - Pages #70-98
- d. Review and Approval of RFP for Bond Counsel **(Action)** - Pages #99 -126
- e. Review and Approval of Revised Filming Policy **(Action)** - Pages #127-138
- f. Review and Approval of Revised Food and Drink Policy **(Action)** - Pages #139-140
- g. Review and Approval of FY 2020-21 Mid-Year Budget Adjustments **(Action)** - Pages #141-146
- h. Review of Emergency Manual **(Information)** - Pages #147-164

**VIII. Governance**

**IX. Announcements & Planning**

- a. Correspondence
- b. Proposed Future Agenda Items

**X. Adjournment**

- a. Adjourn Meeting



## MINUTES

Regular Meeting Board of Library Trustees | Altadena Library District  
Virtual – Zoom – January 25, 2021 – 5:00 p.m.

### IMPORTANT NOTICE REGARDING JANUARY 25, 2021 MEETING

This meeting was conducted utilizing teleconference and electronic means consistent with the **State of California Executive Order N-29-20** dated March 17, 2020, regarding the COVID-19 pandemic. The live stream of the meeting may be viewed by visiting the Altadena Library District's YouTube channel at the following URL <https://www.youtube.com/c/AltadenaLibrary>

**SUBMISSION OF PUBLIC COMMENT:** Public Comments at the January 25, 2021 Meeting, could be submitted by email to be read aloud at the meeting. If multiple comments were submitted, only the first comment was read aloud during the meeting. Email and Electronic Comments submitted online were accepted up to two (2) hours prior to the start of the meeting. Email comments could be submitted to [hello@altadenalibrary.org](mailto:hello@altadenalibrary.org). Electronic Comments could also be submitted online at [www.altadenalibrary.org/publiccomment](http://www.altadenalibrary.org/publiccomment).

Email and Electronic Comments were submitted to the legislative body and shall become part of the record of the meeting.

Public comment made during the live meeting, called in to (626) 798-0833 x 103, during the corresponding item of the agenda. Public comment on any non-agenda item, called at 5:00 p.m.

**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 Administration who will arrange for the documents to be copied at a charge of 15¢ per page. Request forms are available at the District Administration offices.

In compliance with the Americans with Disability Act, if you need special assistance to participate in the meeting, please contact Library Administration at (626) 798-0833 x 103 at least 48 hours prior to the meeting so the Altadena Library District may make reasonable arrangements to ensure accessibility to the meeting.

#### I. Call to order

The meeting was called to order by Trustee Katie Clark at 5:00 p.m.

#### II. Open Session

##### a. Roll Call

Trustee Clark called roll. Trustee Andruess, Trustee Capell, Trustee Cervantes, and Trustee Wilkerson responded as present

##### b. Approval/Reordering of Agenda Items

No adjustments were made.

##### c. Adoption of Agenda

**Moved by Trustee Cervantes to adopt the Agenda.**

**Second by Trustee Andruess.**

**Roll Call Vote:**

**Trustee Andruess: Aye**  
**Trustee Capell: Aye**  
**Trustee Cervantes: Aye**  
**Trustee Wilkerson: Aye**  
**Trustee Clark: Aye**

- d. Public Comment on Non-Agenda Items  
**Verbal public comment made by resident, Joe Crowley.**

**III. Consent Calendar**

**Moved by Trustee to approve the Consent Calendar.**

**Second by Trustee. Trustee Clark opened floor for discussion. No discussion followed.**

**Roll Call Vote:**

**Trustee Andruess: Aye**  
**Trustee Capell: Aye**  
**Trustee Cervantes: Aye**  
**Trustee Wilkerson: Aye**  
**Trustee Clark: Aye**

- a. *Approval of Minutes – Regular Meeting held November 23, 2020*  
b. *Approval of Minutes – Regular Meeting held December 14, 2020*  
c. *Approval of Minutes – Board Retreat Meeting held January 8, 2021*  
d. *Departmental Monthly Reports – December 2020*

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

*Items removed from the Consent Calendar discussed individually at this time.*

**V. Reports (Information)**

- a. Support Groups
- Altadena Library Foundation  
President Bridget Brewster provided report.
  - Friends of the Altadena Library  
President Marne Brown and Member Mark Mariscal.
- b. District Director's Report  
Director Nikki Winslow provided report.
- c. Financial Reports – November 2020  
Administrative Services Manager Nicole Fabry provided report.
- d. Board of Trustees Standing Committee Reports
- Budget Committee  
No report.
  - CFD Committee  
Trustee Andruess provided report. Trustee Cervantes provided additional comments. Trustee Clark asked committee to consider clarifying role and participation of citizens' and flexibility of adding members. Discussion ensued.
- e. Board of Trustees Ad Hoc Committee Reports
- Facilities Committee  
Trustee Capell provided report. Trustee Clark provided additional comments. Trustee Cervantes asked committee to consider impact of ADA compliance



- laws in building projects.
- Redistricting Committee  
Trustee Wilkerson provided report.

- f. Liaison Reports  
Trustee Wilkerson provided liaison report. Trustee Cervantes provided liaison report. Trustee Andrues provided liaison report. Discussion ensued.
- g. Trustee Reports  
Trustee Clark provided report on support group leadership meeting. Trustee Clark informed meetings would occur quarterly.

## VI. Unfinished Business

- a. Consider and Approve Amendment to District Director Employment Agreement - **Action**  
Trustee Clark provided overview of item. Trustee Clark called for a motion to amend the Director's employment agreement such that her increase in compensation be based on her anniversary date of November 4, 2020.  
**Moved by Trustee Cervantes to amend the Director's employment agreement such that her increase in compensation be based on her anniversary date of November 4, 2020.**  
**Second by Trustee Andrues. Trustee Clark opened floor for discussion. No discussion followed.**  
**Roll Call Vote:**  
**Trustee Andrues: Aye**  
**Trustee Capell: Aye**  
**Trustee Cervantes: Aye**  
**Trustee Wilkerson: Aye**  
**Trustee Clark: Aye**

## VII. New Business

- a. ALD 2020 Operational Plan Review (**Information**)  
Director Winslow provided an overview of the item. Discussion followed.
- b. Amendment to 2020/2021 Master Calendar – **Action**  
Trustee Clark reviewed item. Trustee Clark called for a motion to approve amendments to the 2020/2021 Master Calendar.  
**Moved by Trustee Andrues to amend the approve amendments to the 2020/2021 Master Calendar.**  
**Second by Trustee Wilkerson. Trustee Clark opened floor for discussion. No discussion followed.**  
**Roll Call Vote:**  
**Trustee Andrues: Aye**  
**Trustee Capell: Aye**  
**Trustee Cervantes: Aye**  
**Trustee Wilkerson: Aye**  
**Trustee Clark: Aye**
- c. Approval of Borrowing Policy – **Action**  
Director Winslow provided an overview of the item. Discussion ensued. Trustee Clark called for a motion to approve the updated Borrowing Policy. Trustee Clark called for a motion to approve the updated Borrowing Policy.  
  
**Moved by Trustee Cervantes to approve the updated Borrowing Policy.**  
**Second by Trustee Capell. Trustee Clark opened floor for discussion. No**

**discussion followed.**

**Roll Call Vote:**

**Trustee Andruess: Aye**

**Trustee Capell: Aye**

**Trustee Cervantes: Aye**

**Trustee Wilkerson: Aye**

**Trustee Clark: Aye**

- d. Request of Approval for Bookmobile Van – **Action**  
Director Winslow provided an overview of the item. Discussion ensued. Trustee Clark called for a motion to approve purchase of Bookmobile Van.

**Moved by Trustee Andruess to approve the purchase of Bookmobile Van.  
Second by Trustee Wilkerson. Trustee Clark opened floor for discussion. No discussion followed.**

**Roll Call Vote:**

**Trustee Andruess: Aye**

**Trustee Capell: Aye**

**Trustee Cervantes: Aye**

**Trustee Wilkerson: Aye**

**Trustee Clark: Aye**

- e. Request of Approval for RFP for Capital Project Management– **Action**  
Director Winslow and Trustee Capell provided an overview of the item. Discussion ensued. Trustee Capell provided additional comments. Trustee Clark called for a motion to approve the RFP for Capital Project Management.

**Moved by Trustee Cervantes to approve the RFP for Capital Project Management.  
Second by Trustee Capell. Trustee Clark opened floor for discussion. No discussion followed.**

**Roll Call Vote:**

**Trustee Andruess: Aye**

**Trustee Capell: Aye**

**Trustee Cervantes: Aye**

**Trustee Wilkerson: Aye**

**Trustee Clark: Aye**

## **VIII. Governance**

- a. Review of Board Evaluation  
Trustee Clark opened the floor for discussion on the item. Trustee Capell, Trustee Clark, and Trustee Wilkerson provided edit recommendations.
- b. Trustee Goal Setting  
Trustees provided their individual goals for the year. Discussion ensued.

## **IX. Announcements & Planning**

- a. Correspondence  
None.
- b. Proposed Future Agenda Items  
None.

## **X. Adjournment**

- a. Adjourn Meeting  
Trustee Clark called for a motion to adjourn the meeting. Trustee Wilkerson moved

to adjourn the meeting. Trustee Clark called for objections. No objections to adjourn were made.

Meeting was adjourned at 7:16 p.m.



**BOARD OF LIBRARY TRUSTEES  
ASSISTANT DIRECTOR'S REPORT FOR January 2021**

**DEPARTMENT:** Adult Services

**MEETING DATE:** February 22, 2021

**PREPARED BY:** Viktor Sjöberg

**LOCATION:** Virtual Meeting

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### **Collection Makeover**

Our Adult Services team has been making the most of the time at home and on site. The team is continuing to make progress towards several of our operational plan goals, including completing the weeding of the adult collection. We are currently shifting the collection to provide the community and staff with a more intuitive user experience. It is remarkable how much more accessible and visually pleasing the collection is and I want to offer a big thank you to Ben, Toni, Natalie, Margaret and Mikayla for all their work at the Main Library.

### **Library of Things: Hiking Backpacks**

We are currently in the process of adding 5 hiking back packs to the Library of Things. Each backpack will contain binoculars, a flashlight, a first aid kit, maps and local history resources, wildlife reference guides, indigenous history and language resources, a journal for each hiker to add to and more. Once staff is back on-site, we will bring the hiking backpacks to Cobb Estate and other local trails, so that community members can sign up for library cards and check out the backpacks.

This will serve as an opportunity to engage with the community in a natural space, where even our presence may challenge some people's perception of public library services. Thank you to Library Assistant, Melissa Aldama, for initiating and executing this project!

### **Building Equitable Summer Services**

I also want to highlight the work that the entire Adult Services team has been doing in envisioning more equitable summer experiences in Altadena. In lieu of a traditional reading program for adults, we are setting the intention to connect with those that have not typically participated in a traditional reading program.

The only way to genuinely understand the equity needs and assets of a community is to go out into the community and have conversations. While the pandemic has brought many challenges to libraries, it also presents an opportunity to decentralize library services. While people are not in library buildings there is a potential for the whole community to be the library.

Therefore, our activities this summer will be decentralized (both in terms of where they are offered, but also in who we are involving in the decision making process and the actual design

of the services). So far, our team has identified the underserved populations that we wish to connect with. We have also utilized our Community Asset Map and other resources to select organizations and individuals in our area that are actively engaged with the populations that we would like to learn more about and serve better.

By using a neighbor-to-neighbor approach, we will all spend time on building relationships with these organizations without bringing a library agenda or library solutions to the table. Instead, we will bring the intention to learn more about the aspirations and challenges of others. Only once we have done that, we will collaborate with them to figure out how the library may support the populations that we are not currently serving. We are very excited about this approach and I will be keep you updated on our progress.



**BOARD OF LIBRARY TRUSTEES  
CHILDREN'S SERVICES REPORT FOR January 2021**

**DEPARTMENT:** Youth and Family Services      **MEETING DATE:** February 22, 2021  
**PREPARED BY:** Mylinh Hamlington              **LOCATION:** Virtual Meeting

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### **General Updates**

The Youth and Family Services team has had a busy month. While continuing to work on our Diversity Audit, we have also been preparing and creating programs, working on collection development, and started working through *Project READY: Reimagining Equity and Access for Diverse Youth* as a team.

### **Programming**

- We held two live virtual programs this month. Tween Zone, hosted by Amanda, only had one participant, but they both had a lot of fun playing various online games together. Our other live virtual program was [STEM with Dr. Ben](#), hosted by Dr. Ben Hamlington from JPL. Eight participants learned about air pressure and watched some exciting experiments that demonstrated various ways that objects respond to air pressure. Tween Zone and STEM with Dr. Ben will both be held monthly through April 2021.
- In addition to our two live virtual programs, the YFS team created eight pre-recorded "Storytime Snippets" for our YouTube page. These short videos featuring songs, fingerplays, and rhymes that we often use at our regular storytimes were viewed a total of 71 times this month.
- During January, Helen Cate prepared two programs set to debut in February 2021. She created our first StoryWalk® featuring the book "Thank You, Omu!" by Oge Mora. During the month February, participants are invited to take a short walk around the library while reading the pages of the book which are placed along the path.
- Helen Cate also recorded "See You... Emanating Black Male Joy" with author Peter J. Harris, a program that she created for the Adult Services team.
- Yvette and Cindy created videos featuring information about Lunar New Year and crafts that go along with the holiday. Cindy also was able to find a group that will provide us with a recording of a Lion Dance performance that also includes some background about Lunar New Year and this traditional dance.

## Projects

- Amanda and Yvette have been working together to strategize ways to connect with PUSD staff and parents in the area, specifically those for whom Spanish is their first language. They are in the process of creating tutorials and videos demonstrating some of our virtual services in both English and Spanish.
- Yvette and Isabelle recorded tutorials for using Hoopla and CloudLibrary for patrons. Yvette has been instrumental in editing these and all the other recordings that YFS has created so far this year.
- Yvette and Isabelle are also working on writing a funding application for Virtual Youth Programming from the California State Library. They are looking at materials to purchase that will help facilitate additional virtual programming at ALD.
- Amanda had a meeting with a representative from CloudLibrary to give them some feedback on their currently available e-books in Spanish for children and recommendations for additional titles to obtain for libraries to add to their collections. During this meeting, the representative showed Amanda some tips and tricks for navigating around CloudLibrary's purchasing website, which will help us with our digital collection development.
- Yvette and I are creating a list of diverse picture books to order for our upcoming "Read With Me" picture book kits. These kits will include 5-8 picture books each centered around different themes like nature, colors, family, etc. The goal is to have the kits ready for checkout in May 2021. We are placing an emphasis on selecting books that depict characters of color or include other forms of diversity including physical, mental, and situational. We are also looking at the authors of the books and focusing on the work of authors of color and other "own voices" titles.



**BOARD OF LIBRARY TRUSTEES  
TEEN SERVICES REPORT for January 2021**

**DEPARTMENT:** Teen Services

**MEETING DATE:** February 22, 2021

**PREPARED BY:** Isabelle Briggs

**LOCATION:** Virtual Meeting

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**HIGHLIGHTS:**

Teen Services 2021 Programming has begun! This season of programming is themed around the idea of *REST*, meaning our programs are focused on creating a mood or message of support, rejuvenation, healing, and warmth. These programs, as well as the social media content on the Teen Services Instagram, are an attempt to answer the question “What do teens in Altadena need to feel better and more restored?” This theme was deliberately chosen for this season to give young people the tools and inspiration they need to begin a new year with a healthy and renewed outlook.

This month we had 8 virtual programs offered both live and asynchronously, with 53 live attendees and 255 views by the end of the month.

Here’s a recap of the programming we are offering throughout the Winter/Spring season:

- “Radical Rest”  
This video series on Instagram celebrates awareness and vulnerability around mental health and promotes easy self-care strategies for teens. This month’s videos covered emotional self-care strategies like naming and journaling, and physical self-care in the form of outdoor activity not focused on fitness.
- “Between Titles”  
Aaron Kimbrell, from the Bob Lucas Branch, hosts this Instagram video series on creativity and artistic experimentation. His videos this month included book reviews and a discussion on ritual journaling for creativity inspired by Julia Cameron, author of *The Artist’s Way*.
- “AMA w/YA”  
This is a new monthly advice video, featuring myself and Aaron, where we answer submitted questions from teens about navigating the difficult or confusing parts of life and adolescence. We were pleased to get great questions this month about dealing with school and relationships during the pandemic.
- “Strange Avenues”  
Inspired by the interview in October with mortician and author Caitlin Doughty, this is a new series of video interviews with professionals in unique or uncommon careers. This month I interviewed Chrysta Ghent who is a planetarium director and astronomy educator. (The interview was recorded for our YouTube but not posted until February, so view counts will be included in the following report.)





**BOARD OF LIBRARY TRUSTEES  
BOB LUCAS BRANCH REPORT FOR January 2021**

**DEPARTMENT:** Bob Lucas Branch

**MEETING DATE:** February 22, 2021

**PREPARED BY:** Diana Wong

**LOCATION:** Virtual Meeting

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### **Bob Lucas Highlights**

- A weekly conversation group started this month aimed to enhance the ESL curriculum. A local resident, Steve N., is facilitating this weekly class to help our ESL learners feel more comfortable speaking English. Modesta reports that her learners immediately warmed up to Steve and are looking forward to their meetings.
- This month, 22 viewers attended Aaron's *Between Titles* series for teens that promotes creative thinking and collaboration on Instagram Live.
- The January Adult Craft Hour welcomed 8 participants. Michelle had an opportunity to run a community conversation with this friendly group of crafters comprised of both regulars and fresh faces.

### **Working From Home**

- Aaron
  - He continues to work on the Community Asset mapping project and learning how to implement the knowledge gained in the process within a graph database.
  - At the end of January, he began working on a grant proposal for a summer and fall teen community humanities project with Isabelle Briggs.
  - Aaron has begun taking seminars with the *Developing Leaders in California Libraries New Leaders* cohort and enjoys sharing with the Bob Lucas staff many of the insights from this program.
  - Aaron began attending the Adult Services weekly meeting and is working with the team on planning for summer engagement activities.
- Diana
  - She continues to support the literacy learners and tutors with telephone check-ins and making visits to the post office. This month, she was able to re-engage with a learner who had taken a year off and got him back on his learning journey. We are looking to get the learner matched with a tutor in February.
  - She continues work on the Public Policy team with Viktor and Mylinh and they are on the cusp of an updated Collection Development policy and procedures draft. They will be taking the document to a larger group for review next month.

- In an effort to strengthen cohesiveness between Bob Lucas operations and Youth and Family Services, Diana started attending weekly YFS meetings.
  - She continues to delve deeper into the *Project Ready* content and spent time preparing to facilitate discussion for the first module with her team.
  - She is also working with Arlington Garden in Pasadena on a grant to fund the installation of a publicly accessible compost bin at the BL branch and related programming.
- Michelle
    - She worked on next month's craft by making examples for the group, as well as prepared and boxed the supplies for mailing to the program registrants.
    - Michelle also started to attend the weekly Adult Services meetings and is working with the team on planning for summer engagement activities.
- Modesta
    - She continues to support her students throughout the month with weekly telephone check-ins and reviewing of assignments.
    - Modesta is engaged in professional development activities and is reading a whitepaper titled "The Case for Investment In Adult Basic Education".
- BL Team
    - BL staff started reading the first module of the *Project Ready* and began writing down our thoughts in a journal. At the end of the month, we reviewed Module 1, which lays out a set of agreements for us to follow as we engage with the information and learning.



**BOARD OF LIBRARY TRUSTEES  
FACILITIES REPORT FOR January 2021**

**DEPARTMENT:** Facilities

**MEETING DATE:** February 22, 2021

**PREPARED BY:** Jonathan Arevalo

**LOCATION:** Virtual Meeting

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**Facilities Highlights for the Month of January:**

The Facilities Department accomplished the following projects during the month of January:

- Book drops at both locations refurbished with our Library color scheme.
- New signage for the marquee sign at the Main Library will be installed by the end of February 2021.
- Additional landscape lighting was added at Bob Lucas Library.

In the past few months, we have been working with a group called AGZA (American Green Zone Alliance) to get our library district certified as a Green Zone compliant entity through our landscaping procedures. This entails replacing our two cycled gas-powered machines with battery powered landscaping equipment. Fortunately, we currently have some battery powered equipment and are adding more to meet the requirements needed to be compliant.

I will have updated information about our certification in next month's report.



**BOARD OF LIBRARY TRUSTEES  
I.T. and T.S. REPORT for January 2021**

**DEPARTMENT:** I.T./Technical Services

**MEETING DATE:** February 22, 2021

**PREPARED BY:** Christopher Kellermeyer

**LOCATION:** Virtual Meeting

During the closure, T.S. continues to support staff, curbside, adjustments to our systems, and materials purchases.

- T.S. has resumed shipments from our book vendors and processing incoming materials is ongoing.
- The Sustainable Shelves program with Baker & Taylor has been delayed due to limitations on the vendor’s end. We are switching gears and exploring a buyback program with Better World Books that could be more operationally efficient.
- The wiring component of the 10 GB backbone and infrastructure upgrades started on January 11<sup>th</sup>. Wiring is expected to be completed at the Main Library on 2-6-21, Bob Lucas wiring completion is expected 2-13-21, and appliance configuration is expected to be completed at both sites before the end of February.
- After a high-level meeting with CSL representatives, it is clear we will need to change strategies to establish universal highspeed access via 5G technologies. We will be exploring partnerships with providers that are ramping up their 5G infrastructure.

**HIGHLIGHTS**

Applied for Mobile Beacon grant and expected decision pushed to Feb., 2021	Working with other departments to develop acquisition and weeding parameters for our Library of Things.
T.S. staff are tidying up catalog records.	Evaluating 360 VR camera for multimedia.
Negotiated decrease in Monthly VOIP fees, which saves \$528 annually on Telcomm.	T.S. staff are expanding their skill sets in software, databases, GIS, Koha, and O365.



**BOARD OF LIBRARY TRUSTEES  
MARKETING & COMMUNITY ENGAGEMENT REPORT**

**DEPARTMENT:** Administration

**MEETING DATE:** February 22, 2021

**PREPARED BY:** Chloé Cavalier d'Esclavelles

**LOCATION:** Virtual Meeting

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**A NEW WAVE OF INFORMATION GATHERING**

**Background:** In 2017, the Altadena Libraries first launched an initiative called Community Conversations, a series of collaborative, information-gathering sessions hosted in people's homes with neighbors, Altadena businesses, houses of worship, and community meeting spaces. Within the first three months of Community Conversations, the effort brought together over 215 people of various ages and backgrounds to discuss community aspirations and challenges and resulted in a report that was shared with over 150 people at a Town Hall at Farnsworth Park. The initial data and the themes that emerged from the conversations guided library staff over the following years, resulting in new programs and a focused vision to carry staff through 2018 and beyond.

**What is a Community Conversation?** As its name would suggest, a Community Conversation is a facilitated conversation between community members, namely those that live in close proximity to one another. Community Conversations are typically hosted by a member of the community who invites their neighbors on their block or in their neighborhood into their home; because of COVID-19, we will be hosting these virtually for now. The goal is to have honest conversations about participants' aspirations for their community ("What kind of community do you want to live in?"), challenges the community faces in making real those dreams ("How is that different than what we see now?"), and potential action steps that could be taken either by participants personally or by community groups/institutions to help achieve the aspirations. Hosting the conversations among neighbors both offers an opportunity for community building between neighbors that have potentially never talked more than a greeting when passing by and for candor and honesty in people's responses because of the trusted environment of a neighbors' home.

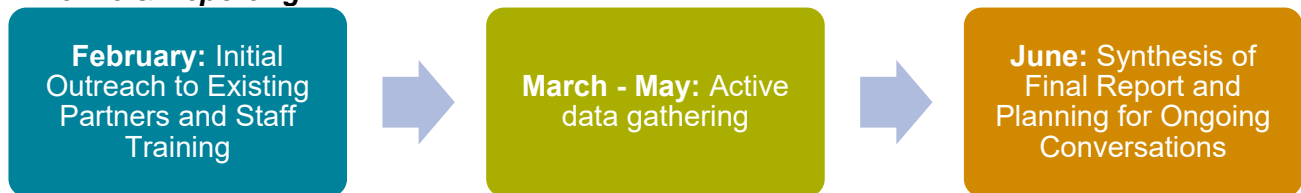
**The New Wave:** With Measure Z approved by the community and as we embark on a year of visioning and planning for the Altadena Library buildings, we want to ensure that community needs and aspirations guide our offerings, and it is safe to assume, following a global pandemic and several eventful years for Altadena, that the dreams and challenges faced by our community may have shifted over time. Thus, starting in the late winter and spring of 2021, Altadena Library staff will launch a multi-pronged approach to gathering data about the general state of the community as well as specific feedback about the library buildings through the following methods:

- **Virtual (for now) Community Conversations:** I have begun reaching out to our community partners to share about this renewed initiative and garner support for our efforts. Already, the response has been overwhelmingly positive, and the first couple conversations are in the process of being confirmed. Our initial outreach will begin with our existing partners and stakeholders, and we are asking that those that host a conversation will think about others in their networks that could also host conversations so that we reach as much of the community as possible. Our aim is to have conversations in each census tract, and we will be doing some randomized outreach to

library cardholders as well to support our data being as representative a sample as possible. In addition to hosting conversations in people's neighborhoods, we will also be scheduling some library-hosted conversations for the general public in both English and hopefully Spanish to ensure that we can capture the feedback of our Spanish-speaking neighbors as well.

- **One-on-One Directed Storytelling Interviews:** Directed storytelling is a form of structured interviewing that guides the interviewee through the telling of a personal experience in great detail. In the coming months, library staff will conduct directed storytelling interviews with library users to capture their feedback about their previous experiences in the library buildings. This method of data capture was used briefly during strategic planning, and the feedback gathered then proved to highlight many useful insights about potential future space planning changes, so this new set of data should build upon that and hopefully be helpful to the future architects and facilities team in their planning based on real library user experiences.
- **Online Questionnaire:** A virtual version of the directed storytelling session has been developed and will be publicized as soon as the webpage about the building updates is complete (projected by mid-February). This will provide a more passive way for the community to share their experiences.
- **Daily Interactions:** A team of library staff will be working on ways to integrate Community Conversation questions into daily interactions over the phone, on live chat, and eventually in person once the buildings reopen, so that, even if in bits and pieces, we can start to gather data from library users that utilize the libraries in a variety of ways.
- **Design Events:** Following the guidance of the Capital Projects Manager and Board Facilities Committee, public design events could be hosted to provide an interactive and collaborative forum for members of the public to envision the future of the buildings. Based on the insights from our recent participation in the Design Institute, some of the ideas that can come from a well-facilitated, interactive visioning session could potentially provide brand new ways of using our library spaces to meet our service needs.

### **Timeline & Reporting**



Part of what was lost in the disruption following the first round of Community Conversations in 2017 was that this method of engagement is meant to be ongoing. We want to consistently be engaging with more and more of our community through Community Conversations and ongoing neighborhood-based forms of resource sharing, programs, and community building so that our library extends beyond its physical walls and is active in neighborhoods throughout Altadena.

This first push for information-gathering will occur through the end of May 2021. By June, the themes from the conversations will be synthesized into a report that will be available to all of Altadena and that will hopefully provide helpful guidance about areas where the library could adapt to meet community needs within the scope of our current strategic direction, future operating plans, and facilities plans. Updates will be shared with the facilities team and consultants and Board of Trustees along the way as the feedback pertains to the buildings specifically.

**Opportunity for Involvement:** We are actively seeking hosts for these conversations and interviewees from around Altadena. We especially would love to have our library stakeholders, including the Board of Trustees, Altadena Library Foundation, and Friends of the Library, participate in some way, whether as hosts in their neighborhood or community groups, interviewees, interviewers, or connections to potential hosts in the community. All interested parties can contact me (Chloé) at [ccavelier@altadenlibrary.org](mailto:ccavelier@altadenlibrary.org) for more information.



**BOARD OF LIBRARY TRUSTEES  
DIRECTOR'S REPORT for February 2021**

**DEPARTMENT:** Administration

**MEETING DATE:** February 22, 2020

**PREPARED BY:** Nikki Winslow

**LOCATION:** Virtual Meeting

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**Staffing Updates:**

- a) Hires/Promotions: None
- b) Appointments: None
- c) Transfers: None
- d) Resignations/Terminations/Retirements: Cynthia Teyolia – Youth & Family Services Assistant – February 26, 2021

Congratulations to Cynthia “Cindy” Teyolia for her acceptance into the Master’s Program in American Indian Studies at UCLA. Unfortunately for ALD, this doesn’t leave her enough time to continue working for us. We are very grateful for her contributions the year and a half she served as a Library Assistant in Youth and Family Services and look forward to continuing to see her as a patron. Best wishes to her on this next adventure!

Congratulations to Natalya Romo for receiving her Notary Commission from the State of California. After filing her oath and bond at the Los Angeles County Registrar-Recorder/County Clerk office, she will be able to provide notarial services for the District.

***Staff Continue to Work-At-Home:***

Staff have continued to work at home due to the increased case numbers of COVID-19 in the last few months. We originally planned to return on January 11, then extended that to February 1, and then again to March 1. Currently the number of cases continues to decline so we are hopeful that we will be returning to the library in the beginning of March. LA County has released expanded safety guidelines and protocols that we have incorporated into our COVID Prevention Plan (CPP), which we previously called the Return to Work Guidelines. I watched a webinar on updates to Employment Law on February 9 and it was strongly recommended to develop a CPP for all government agencies, so we were able to update what we had used last year, adding infographics about proper face mask wearing, effective hand washing, temperature checks, social distancing, and more. I am extremely grateful to Nicole Fabry for her diligent research on any updates that have come out of LA County and the State of California.

When we return to the buildings, full time staff will be on staggered schedules to limit the number of people in the libraries at any given time. We are opening the book drops on February 16 so patrons can return materials and plan to open up the ability to place holds on materials the week before opening. This will allow us to start Curbside Service the week we return. We will also be opening up the Passport Services office on March 1, which has been in high demand based on the number of calls the staff have received from patrons trying to apply for their passport. Overall, staff have been very productive working from home and management has done a wonderful job of overseeing

the work remotely. I do believe everyone is excited to get back to the building to expand our services to our patrons.

**Equity, Diversity & Inclusion (EDI) Update:**

We have continued to focus on EDI concepts in our staff training and development this year. The Management Team agreed that we would use an online program called Project READY. Project READY is a three-year program funded by the Institute of Museum and Library Services to create professional development for school librarians and other educators focused on racial equity and culturally sustaining pedagogy. There are 27 modules in the curriculum, and we plan to assign one module per month to staff. The Management Team is working one module ahead of staff, so we are prepared to lead discussions in our one-on-one and departmental meetings with staff through this process.

In addition to that the EDI team is going to focus on providing additional trainings throughout the year on other topics related to EDI concepts. For example, this month they created an opportunity for staff to learn more about Disability & Ableism, including links to webinars, articles and a screening and discussion about “Crip Camp: A Disability Revolution”, a 2020 Netflix documentary.

I continue to be so grateful to the staff for their curiosity and dedication around these training topics and learning how to incorporate what we learn into our future programming and services.

**Staff Recognition Team Event: Love & Libraries Trivia Night**

Although we can’t be together to host staff events, the Staff Recognition Team has worked to provide fun and uplifting events for the staff to come together virtually. One such event was held on February 12 at the end of the workday and to kick off the three-day weekend. A remarkable 22 staff members participated, answering questions about the City of Los Angeles, libraries and romantic comedies. Thanks to the staff that put together the questions for us! It was a fun hour for us to connect and laugh!

**Statistical Update:**

<b>System-Wide Statistics</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>January</b>
E-Resource Checkouts	5790	5396	5381	6790	7031	4601	5578
3-D Printouts	41	24	20	20	0	0	0
Reference Sessions	60	108	123	332	231	114	125
Live Chat Sessions	52	37	61	56	35	23	14
<b>Main Library Statistics</b>							
Physical Collections Checkouts	3263	2234	7111	6467	5543	1234	0
Library of Things	22	34	30	21	40	22	0
Print from Home Transactions	0	0	0	0	1	0	0
New Patrons	73	59	53	71	48	44	47
<b>Bob Lucas Statistics</b>							
Physical Collections Checkouts	186	164	622	603	786	101	0
Library of Things	6	10	7	6	6	4	0
Print from Home Transactions	0	0	0	0	1	0	0
New Patrons	1	3	2	4	1	1	1



Again, our statistics continue to change from month to month. In January we did see a rise in e-resource checkouts, as patrons were not able to check out items through Curbside. We look forward to bringing this service back in March 2021.

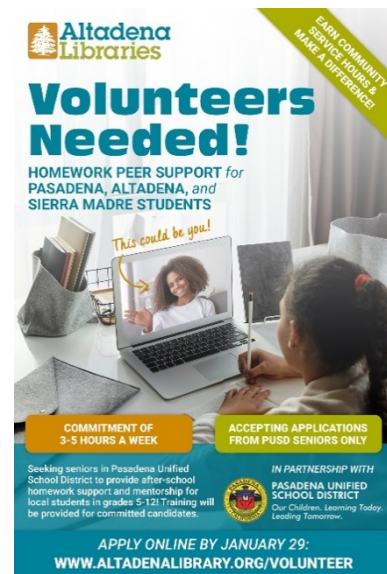
## Programs & Partnerships

### **Little Free Libraries = A Network of Literacy Champions**

Plans are underway, thanks to Library Assistant Helen Milner, to connect with all owners of Little Free Libraries to formalize the District’s support of these touchpoints throughout our community. The Friends of the Altadena Library have generously offered up surplus books from their storage to allow library staff to keep LFLs around Altadena stocked. We hope to use the bookmobile in the future for these stops and to bring related activities to neighborhoods with LFLs. Library staff have delivered some of the extra copies of Wild LA from last year’s Read-a-Dena with a welcoming note introducing our resources to the owners of LFLs identified through the Little Free Library website and research. As responses come in, Helen is leading the way in deepening our relationships with LFLs so that we can begin providing surplus books, potentially host Community Conversations on the blocks with LFLs, and collaborate about bringing future pop-up programs to their neighborhoods. Concurrently, our Marketing & Community Engagement Manager has been budget planning and in communication with a manager of the local parks to start preparations of installing additional Little Free Libraries in the future, with the support of the Altadena Library Foundation’s fundraising efforts in 2021. The installation of these future LFLs would involve community building days and events around the installation.

### **PUSD Homework Helpers**

This month, Isabelle, Chloé, and Natalya continued their work with Pasadena Unified School District (PUSD) launch the Homework Helper/Peer Support volunteers. The application deadline was extended to February 5<sup>th</sup> and was made available to PUSD junior and senior students. Each volunteer was carefully screened by Isabelle, Natalya, and two staff members at PUSD. A total of seven student volunteers were selected to this role and will begin their volunteerism in the next few weeks. We are so excited to be apart of this process and look forward to the impact of our volunteers on their peers.



The poster features the Altadena Libraries logo at the top left. The main title is "Volunteers Needed!" in large blue letters. Below it, it says "HOMEWORK PEER SUPPORT for PASADENA, ALTADENA, and SIERRA MADRE STUDENTS". A central image shows a young girl looking at a laptop screen displaying a woman's face, with the text "This could be you!" overlaid. A yellow banner at the top right reads "EARN COMMUNITY SERVICE HOURS & MAKE A DIFFERENCE!". Two yellow boxes at the bottom contain the text: "COMMITMENT OF 3-5 HOURS A WEEK" and "ACCEPTING APPLICATIONS FROM PUSD SENIORS ONLY". At the bottom, it says "APPLY ONLINE BY JANUARY 29: WWW.ALTADENALIBRARY.ORG/VOLUNTEER".



### **The Van Has Been Purchased!**

Jonathan, Christopher and Chloé were able to find a vehicle last weekend that met all of the specifications we needed for our new Ford Transit van! Jonathan and I went into Star Ford in Glendale to sign the paperwork and deliver the check. We are excited to get to work on modifying it to include the materials, equipment and all the other bells and whistles it will need to start our Mobile Library Services. Hooray!!



**BOARD OF LIBRARY TRUSTEES  
FINANCE REPORT for December 2020**

**DEPARTMENT:** Administration

**MEETING DATE:** February 22, 2021

**PREPARED BY:** Nicole Fabry

**LOCATION:** Virtual Meeting

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**TITLE: Summary Report of Financial Statements for December 2020**

**DECEMBER 2020 FINANCIAL STATEMENTS**

The following financial reports are for the month of December 2020. The financial statements are unaudited. Currently we are at 50% of our budget year.

As indicated on the Balance Sheet, actual year-to-date expenditures exceed actual year-to-date revenues reflecting a net income of \$2,036,977.67. District cash and cash equivalents are \$3,627,917.12.

Total cash with the County is \$3,409,488.56. The total amount required to satisfy District policy of six months' (50%) operating expenses held in reserves is \$1,977,025.

ALD total assets equal \$7,480,967.73.

Any accounts significantly over- or under-spent have been updated as part of the Midyear Budget adjustment. An updated budget and report are included in this board package.

**REVENUE HIGHLIGHTS**

Account 4705 – In December 2020, the Altadena Library Foundation graciously donated \$32,000.

Account 4735 – \$300 in scholarship funding was received from Special District leadership Foundation for District Director Winslow's attendance at Special District Leadership Academy.

Account 4340 – Passport Services was able to earn \$1,085.00 in credit card income for the brief period they were open in the Fall.

Account 4010 & 4060 – The District received its first major property tax installment of the fiscal year in the amount of \$2,704,866.77. We also received our parcel tax assessment for the fiscal year in the amount of \$882,645.22.

**EXPENDITURE HIGHLIGHTS**

Account 7320 – A total of \$47,029.43 was paid to NIC Partners, Inc to continue work on CSL Grant funded internet upgrades.

Account 7210 – A total of \$1,762.00 was paid to Sooner Plumbing to complete plumbing repairs including replacing the water heater.

Account 7530 – The District paid \$34,444.54 to Los Angeles County for tax collection fees.

Account 7180 – \$4,215.41 was paid to Apple for a new MacBook Pro for the Marketing & Community Engagement Manager.

**PAYMENTS FROM SUPPORT ORGANIZATIONS**

As indicated above, the Altadena Library Foundation donated \$32,000 to help purchase a mobile van unit, to fund the restoration of the George Gardner Symons' painting, and to purchase literacy materials.

## Altadena Library District

## Balance Sheet

As of December 31, 2020

	<u>Dec 31, 20</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
<b>Cash &amp; Cash Equivalents</b>	
<b>Cash in Banks</b>	
1001 · Pacific West - Checking	201,361.30
1002 · Pacific West - MMA	15,762.91
1046 · PayPal	454.35
<b>Total Cash in Banks</b>	<u>217,578.56</u>
<b>Cash on Hand</b>	
1080 · Petty Cash	500.00
1081 · Cash Register - Main	150.00
1082 · Petty Cash - Branch	100.00
1083 · Cash Register - Branch	100.00
<b>Total Cash on Hand</b>	<u>850.00</u>
<b>Cash with County</b>	
1010.00 · Cash in County Treasury	3,400,030.87
1013 · FMV - COLA Funds	9,457.69
<b>Total Cash with County</b>	<u>3,409,488.56</u>
<b>Total Cash &amp; Cash Equivalents</b>	<u>3,627,917.12</u>
<b>Total Checking/Savings</b>	3,627,917.12
<b>Other Current Assets</b>	
<b>Property Tax Receivables (COLA)</b>	
1400 · PT Receivable-Current Secured	1,622,920.07
1410 · PT Receivable-Current Unsecured	6,533.31
<b>Total Property Tax Receivables (COLA)</b>	<u>1,629,453.38</u>
1430 · Parcel Assessment Receivable	529,587.14
<b>Total Other Current Assets</b>	<u>2,159,040.52</u>
<b>Total Current Assets</b>	5,786,957.64
<b>Fixed Assets</b>	
<b>Capital Assets</b>	
<b>Accumulated Depreciation</b>	
1800 · Accum Depr (S & I)	(1,163,680.68)
1900 · Accum Depr (FF & E)	(109,838.88)
<b>Total Accumulated Depreciation</b>	<u>(1,273,519.56)</u>
<b>Depreciable Assets</b>	
1550 · Structures & Improvements	1,722,477.96
1700 · Furniture, Fixtures & Equipment	202,498.41
<b>Total Depreciable Assets</b>	<u>1,924,976.37</u>

## Altadena Library District

## Balance Sheet

As of December 31, 2020

	<u>Dec 31, 20</u>
<b>Non-Depreciable Assets</b>	
1500 · Land	77,280.28
1510 · Artwork	102,500.00
<b>Total Non-Depreciable Assets</b>	<u>179,780.28</u>
<b>Total Capital Assets</b>	<u>831,237.09</u>
<b>Total Fixed Assets</b>	831,237.09
<b>Other Assets</b>	
<b>Deferred Outflows of Resources</b>	
1990 · DOR - Pension Contributions	255,705.00
1991 · DOR - Pension Related	360,027.00
1992 · DOR - OPEB Contributions	128,120.00
1993 · DOR - OPEB Related	118,921.00
<b>Total Deferred Outflows of Resources</b>	<u>862,773.00</u>
<b>Total Other Assets</b>	<u>862,773.00</u>
<b>TOTAL ASSETS</b>	<b><u>7,480,967.73</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 · Accounts Payable	74,931.09
<b>Total Accounts Payable</b>	74,931.09
<b>Credit Cards</b>	
2009 · UMB Credit Card	24,983.09
<b>Total Credit Cards</b>	24,983.09
<b>Other Current Liabilities</b>	
2005 · Accrued Expenses - Other	4,189.90
2050 · Accrued Vacation Payable	108,056.97
2100 · Payroll Payable	
2100.02 · Salaries & Benefits Payable	12,815.99
2100.03 · CalPers CLASSIC (EE Ded)	1,680.15
2100.04 · CalPers PEPR (EE Ded)	6,000.20
2100.07 · CalPers 457 (EE Contribution)	811.96
2100.08 · CalPers 457 (EE Loan Repayment)	240.82
2100.09 · Disability Insurance	(147.98)
<b>Total 2100 · Payroll Payable</b>	<u>21,401.14</u>
<b>Total Other Current Liabilities</b>	<u>133,648.01</u>
<b>Total Current Liabilities</b>	233,562.19
<b>Long Term Liabilities</b>	
<b>Deferred Inflows of Resources</b>	
2601 · DIR - Pension Related	216,988.00
2602 · DIR - OPEB Related	340,616.00
<b>Total Deferred Inflows of Resources</b>	<u>557,604.00</u>

## Altadena Library District

**Balance Sheet**

As of December 31, 2020

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	<u>Dec 31, 20</u>
2700 · Net Pension Liability	2,504,038.00
2701 · Net OPEB Liability	1,024,083.00
<b>Total Long Term Liabilities</b>	<u>4,085,725.00</u>
<b>Total Liabilities</b>	4,319,287.19
<b>Equity</b>	
3300 · Retained Earnings	1,124,702.87
Net Income	2,036,977.67
<b>Total Equity</b>	<u>3,161,680.54</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>7,480,967.73</u></u>

**Altadena Library District**  
**Profit & Loss**  
 December 2020

	Dec 20
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>DONATIONS AND GRANTS</b>	
4705 · Altadena Library Foundation	32,000.00
4735 · Designated	300.00
<b>Total DONATIONS AND GRANTS</b>	32,300.00
<b>FINES &amp; FEES</b>	
4305 · Fees	147.27
4310 · MFM / Printer Revenue	26.50
4340 · Passport Services Fees	1,085.00
4350 · Sales of Products	
<b>Total FINES &amp; FEES</b>	1,258.77
<b>OTHER REVENUE &amp; ADJUSTMENT</b>	
4910 · Miscellaneous Income	200.00
<b>Total OTHER REVENUE &amp; ADJUSTMENT</b>	200.00
<b>PROPERTY TAXES</b>	
4010 · Current-Year Secured	2,704,866.77
4030 · Prior-Year Secured	
4030.05 · Secured Tax Refunds	(1,045.95)
<b>Total 4030 · Prior-Year Secured</b>	(1,045.95)
4050 · Homeowners Exemption	1,927.88
4060 · Special Assessment	
4060.01 · Per Parcel Benefit Assessment	882,645.22
<b>Total 4060 · Special Assessment</b>	882,645.22
4070 · Supplemental Current	
4010.03 · SB 813 Supplemental	1,760.71
<b>Total 4070 · Supplemental Current</b>	1,760.71
4080 · Penalties, Interest & Costs-Ref	(1.94)
4200 · Interest Income - County of LA	2,233.83
<b>Total PROPERTY TAXES</b>	3,592,386.52
<b>Total Income</b>	3,626,145.29
<b>Expense</b>	
<b>CAPITAL EXPENSE</b>	
7320 · Structures & Improvements	47,029.43
<b>Total CAPITAL EXPENSE</b>	47,029.43
<b>FACILITIES, GROUNDS &amp; MAINT.</b>	
7205 · Maintenance Contracts	84.50
7210 · Building Maint & Repairs	2,661.17
7220 · Landscape	212.73
<b>Total FACILITIES, GROUNDS &amp; MAINT.</b>	2,958.40

Altadena Library District  
Profit & Loss  
December 2020

	<u>Dec 20</u>
<b>LIBRARY MATERIALS</b>	
6115 · Electronic Databases & Subscrip	398.66
6120 · Books	2,116.86
6125 · Audio CD	21.92
6130 · DVD's & Videogames	129.18
6150 · Downloadables	7,053.55
6155 · Library of Things	122.60
	<hr/>
<b>Total LIBRARY MATERIALS</b>	9,842.77
<b>OPERATING EXPENSES</b>	
<b>ADVERTISING &amp; MARKETING</b>	
6618 · Recruitment	77.25
	<hr/>
<b>Total ADVERTISING &amp; MARKETING</b>	77.25
<b>FEES</b>	
6745 · Banking & Service Fees	351.41
6746 · Payroll Fees	750.00
7530 · County Tax Collection Fees	34,444.54
	<hr/>
<b>Total FEES</b>	35,545.95
<b>STAFF COSTS &amp; PROF. DEVELOPMENT</b>	
6623 · Trustee Prof. Development	31.70
6625 · Training & Education	67.47
6626 · Staff Recognition	839.87
6710 · Meetings & Travel	4.78
	<hr/>
<b>Total STAFF COSTS &amp; PROF. DEVELOPMENT</b>	943.82
<b>UTILITIES</b>	
6920 · Electricity	2,850.80
6930 · Natural Gas	609.83
6940 · Water & Sewage	1,512.84
6950 · Refuse	595.80
	<hr/>
<b>Total UTILITIES</b>	5,569.27
6740 · Postage & Delivery	45.55
6750 · Printing & Reproduction	500.00
6755 · Small Equipment	148.77
6770 · Operating Supplies	309.25
6775 · Technical Services Supplies	487.41
6970 · Equipment Lease & Rental	1,734.21
	<hr/>
<b>Total OPERATING EXPENSES</b>	45,361.48
<b>PERSONNEL RELATED EXPENSES</b>	
<b>5000 · SALARIES &amp; WAGES</b>	
5010 · Salaried	86,394.54
5020 · Hourly	130,205.80
	<hr/>
<b>Total 5000 · SALARIES &amp; WAGES</b>	216,600.34
5100 · Employer-Portion Taxes/Benefits	
5120 · Payroll Taxes (ER)	15,995.45



Altadena Library District  
Profit & Loss  
December 2020

	<u>Dec 20</u>
5210 · PERS Retirement	
5210.01 · CalPers CLASSIC (ER Contr)	4,586.45
5210.02 · CalPers PEPRA (ER Contr)	12,880.44
	<hr/>
Total 5210 · PERS Retirement	17,466.89
	<hr/>
Total 5100 · Employer-Portion Taxes/Benefits	33,462.34
	<hr/>
5200 · Insurance	
5220 · Health Insurance	8,090.77
5221 · Health Insurance - Retirees	6,683.81
5230 · Dental Insurance	2,374.41
5240 · Vision Insurance	327.09
5260 · Life Insurance	228.41
	<hr/>
Total 5200 · Insurance	17,704.49
	<hr/>
Total PERSONNEL RELATED EXPENSES	267,767.17
	<hr/>
PROFESSIONAL & TECHNICAL INFORMATION TECHNOLOGY (IT)	
7170 · Telecommunications	848.27
7180 · Technology Equipment	4,743.79
7185 · Technology Maintenance Fees	79.98
	<hr/>
Total INFORMATION TECHNOLOGY (IT)	5,672.04
	<hr/>
PROFESSIONAL SERVICES	
7125 · Audit and Financial Consulting	2,425.96
7155 · Consultants - Other	200.00
	<hr/>
Total PROFESSIONAL SERVICES	2,625.96
	<hr/>
Total PROFESSIONAL & TECHNICAL	8,298.00
	<hr/>
PROGRAMS	
6200 · Youth Services	19.58
6210 · Teen Services	43.32
6230 · Bob Lucas Branch Services	607.23
6240 · Literacy Services	29.52
6250 · Volunteer Services	100.00
	<hr/>
Total PROGRAMS	799.65
	<hr/>
Total Expense	382,056.90
	<hr/>
Net Ordinary Income	3,244,088.39
	<hr/>
Net Income	<u>3,244,088.39</u>

**Altadena Library District**  
**Profit & Loss Budget vs. Actual**  
**July through December 2020**

	Jul - Dec 20	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>DONATIONS AND GRANTS</b>				
4705 · Altadena Library Foundation	32,000.00	10,000.00	22,000.00	320.0%
4710 · Friends of the Library	28,000.00	25,000.00	3,000.00	112.0%
4730 · Undesignated	50.00		50.00	100.0%
4735 · Designated	346,634.77			
4740 · CA Library Literacy Services	21,219.00	18,000.00	3,219.00	117.9%
<b>Total DONATIONS AND GRANTS</b>	427,903.77	53,000.00	374,903.77	807.4%
<b>FINES &amp; FEES</b>				
4305 · Fees	567.04	4,000.00	(3,432.96)	14.2%
4310 · MFM / Printer Revenue	34.45	8,000.00	(7,965.55)	0.4%
4340 · Passport Services Fees	2,100.00	90,000.00	(87,900.00)	2.3%
4350 · Sales of Products		1,500.00	(1,500.00)	
<b>Total FINES &amp; FEES</b>	2,701.49	103,500.00	(100,798.51)	2.6%
<b>INTEREST INCOME &amp; ADJUSTMENTS</b>				
4210 · Interest Income (Savings)	0.97	400.00	(399.03)	0.2%
<b>Total INTEREST INCOME &amp; ADJUSTMENTS</b>	0.97	400.00	(399.03)	0.2%
<b>OTHER REVENUE &amp; ADJUSTMENT</b>				
4910 · Miscellaneous Income	227.00			
4915 · Film Rental Revenue	7,142.80	1,000.00	6,142.80	714.3%
4930 · E-Rate Revenue		36,000.00	(36,000.00)	
4940 · Transfer in from Reserves		194,550.00	(194,550.00)	
4999 · Credit Card Rebates		10,000.00	(10,000.00)	
<b>Total OTHER REVENUE &amp; ADJUSTMENT</b>	7,369.80	241,550.00	(234,180.20)	3.1%
<b>PROPERTY TAXES</b>				
4010 · Current-Year Secured				
4010.00 · Current Secured		2,576,000.00	(2,576,000.00)	
4010 · Current-Year Secured - Other	2,704,866.77			
<b>Total 4010 · Current-Year Secured</b>	2,704,866.77	2,576,000.00	128,866.77	105.0%
4020 · Current-Year Unsecured				
4020.00 · Current Unsecured	88,920.24			
4020 · Current-Year Unsecured - Other		86,900.00	(86,900.00)	
<b>Total 4020 · Current-Year Unsecured</b>	88,920.24	86,900.00	2,020.24	102.3%
4030 · Prior-Year Secured				
4030.00 · Prior Secured	(30,202.91)			
4030.05 · Secured Tax Refunds	(4,192.37)			
<b>Total 4030 · Prior-Year Secured</b>	(34,395.28)			
4040 · Prior-Year Unsecured				
4040.00 · Prior Unsecured	(14,502.00)			
<b>Total 4040 · Prior-Year Unsecured</b>	(14,502.00)			
4050 · Homeowners Exemption	1,927.88	15,300.00	(13,372.12)	12.6%
4060 · Special Assessment				
4060.01 · Per Parcel Benefit Assessment	875,978.98			
4060 · Special Assessment - Other		846,400.00	(846,400.00)	
<b>Total 4060 · Special Assessment</b>	875,978.98	846,400.00	29,578.98	103.5%
4070 · Supplemental Current				
4010.03 · SB 813 Supplemental	(11,649.29)			
<b>Total 4070 · Supplemental Current</b>	(11,649.29)			

**Altadena Library District**  
**Profit & Loss Budget vs. Actual**  
**July through December 2020**

	Jul - Dec 20	Budget	\$ Over Budget	% of Budget
4075 · Supplemental Prior				
4030.03 · SB 813 Redemption	3,539.15			
<b>Total 4075 · Supplemental Prior</b>	<b>3,539.15</b>			
4080 · Penalties, Interest & Costs-Ref	9,268.92	10,000.00	(731.08)	92.7%
4200 · Interest Income - County of LA	3,135.55	21,000.00	(17,864.45)	14.9%
<b>Total PROPERTY TAXES</b>	<b>3,627,090.92</b>	<b>3,555,600.00</b>	<b>71,490.92</b>	<b>102.0%</b>
<b>Total Income</b>	<b>4,065,066.95</b>	<b>3,954,050.00</b>	<b>111,016.95</b>	<b>102.8%</b>
<b>Expense</b>				
<b>CAPITAL EXPENSE</b>				
7310 · Equipment, Furniture & Fixtures	23,972.02	50,000.00	(26,027.98)	47.9%
7320 · Structures & Improvements	133,375.85	70,000.00	63,375.85	190.5%
<b>Total CAPITAL EXPENSE</b>	<b>157,347.87</b>	<b>120,000.00</b>	<b>37,347.87</b>	<b>131.1%</b>
<b>FACILITIES, GROUNDS &amp; MAINT.</b>				
7205 · Maintenance Contracts	5,757.28	12,000.00	(6,242.72)	48.0%
7210 · Building Maint & Repairs	6,841.86	30,000.00	(23,158.14)	22.8%
7220 · Landscape	11,290.82	19,000.00	(7,709.18)	59.4%
<b>Total FACILITIES, GROUNDS &amp; MAINT.</b>	<b>23,889.96</b>	<b>61,000.00</b>	<b>(37,110.04)</b>	<b>39.2%</b>
<b>LIBRARY MATERIALS</b>				
6110 · Cataloging Expenses	3,388.01	22,000.00	(18,611.99)	15.4%
6115 · Electronic Databases & Subscrip	14,370.61	30,000.00	(15,629.39)	47.9%
6120 · Books	55,687.73	130,000.00	(74,312.27)	42.8%
6125 · Audio CD	1,275.84	10,000.00	(8,724.16)	12.8%
6130 · DVD's & Videogames	920.43	45,000.00	(44,079.57)	2.0%
6140 · Periodicals	11,594.60	15,000.00	(3,405.40)	77.3%
6150 · Downloadables	16,044.77	43,000.00	(26,955.23)	37.3%
6155 · Library of Things	927.28	2,000.00	(1,072.72)	46.4%
<b>Total LIBRARY MATERIALS</b>	<b>104,209.27</b>	<b>297,000.00</b>	<b>(192,790.73)</b>	<b>35.1%</b>
<b>MISCELLANEOUS EXPENSE</b>				
7510 · Miscellaneous Expense	400.00			
7540 · Trustee Election		70,000.00	(70,000.00)	
<b>Total MISCELLANEOUS EXPENSE</b>	<b>400.00</b>	<b>70,000.00</b>	<b>(69,600.00)</b>	<b>0.6%</b>
<b>OPERATING EXPENSES</b>				
<b>ADVERTISING &amp; MARKETING</b>				
6618 · Recruitment	318.50	2,500.00	(2,181.50)	12.7%
6627 · Advertising / Marketing	2,170.50	7,000.00	(4,829.50)	31.0%
<b>Total ADVERTISING &amp; MARKETING</b>	<b>2,489.00</b>	<b>9,500.00</b>	<b>(7,011.00)</b>	<b>26.2%</b>
<b>FEES</b>				
6745 · Banking & Service Fees	301.52	2,000.00	(1,698.48)	15.1%
6746 · Payroll Fees	4,500.00	10,200.00	(5,700.00)	44.1%
7530 · County Tax Collection Fees	35,365.90	33,700.00	1,665.90	104.9%
<b>Total FEES</b>	<b>40,167.42</b>	<b>45,900.00</b>	<b>(5,732.58)</b>	<b>87.5%</b>
<b>INSURANCE</b>				
6430 · Insurance-Gen, Prop, Liab, Eq	49,027.78	48,800.00	227.78	100.5%
6432 · Earthquake Insurance	33,102.25	33,100.00	2.25	100.0%
<b>Total INSURANCE</b>	<b>82,130.03</b>	<b>81,900.00</b>	<b>230.03</b>	<b>100.3%</b>

**Altadena Library District**  
**Profit & Loss Budget vs. Actual**  
**July through December 2020**

	Jul - Dec 20	Budget	\$ Over Budget	% of Budget
<b>STAFF COSTS &amp; PROF. DEVELOPMENT</b>				
6623 · Trustee Prof. Development	46.70	3,000.00	(2,953.30)	1.6%
6625 · Training & Education	2,352.68	15,000.00	(12,647.32)	15.7%
6626 · Staff Recognition	1,258.23	2,000.00	(741.77)	62.9%
6710 · Meetings & Travel	1,346.57	10,000.00	(8,653.43)	13.5%
6730 · Mileage & Parking Reimbursement		2,000.00	(2,000.00)	
<b>Total STAFF COSTS &amp; PROF. DEVELOPMENT</b>	<b>5,004.18</b>	<b>32,000.00</b>	<b>(26,995.82)</b>	<b>15.6%</b>
<b>UTILITIES</b>				
6920 · Electricity	23,612.90	40,000.00	(16,387.10)	59.0%
6930 · Natural Gas	722.05	4,000.00	(3,277.95)	18.1%
6940 · Water & Sewage	4,243.14	8,000.00	(3,756.86)	53.0%
6950 · Refuse	3,259.24	7,000.00	(3,740.76)	46.6%
<b>Total UTILITIES</b>	<b>31,837.33</b>	<b>59,000.00</b>	<b>(27,162.67)</b>	<b>54.0%</b>
6620 · Membership Dues & Subscriptions	9,457.94	14,000.00	(4,542.06)	67.6%
6740 · Postage & Delivery	358.68	7,000.00	(6,641.32)	5.1%
6750 · Printing & Reproduction	2,910.00	5,000.00	(2,090.00)	58.2%
6755 · Small Equipment	1,996.76	7,000.00	(5,003.24)	28.5%
6765 · Janitorial Supplies	2,051.82	6,000.00	(3,948.18)	34.2%
6770 · Operating Supplies	9,079.56	15,000.00	(5,920.44)	60.5%
6775 · Technical Services Supplies	1,261.07	5,000.00	(3,738.93)	25.2%
6780 · Operating Software		1,500.00	(1,500.00)	
6960 · Sales of Products		200.00	(200.00)	
6970 · Equipment Lease & Rental	10,624.59	20,000.00	(9,375.41)	53.1%
<b>Total OPERATING EXPENSES</b>	<b>199,368.38</b>	<b>309,000.00</b>	<b>(109,631.62)</b>	<b>64.5%</b>
<b>PERSONNEL RELATED EXPENSES</b>				
<b>5000 · SALARIES &amp; WAGES</b>				
5010 · Salaried	392,648.72	908,300.00	(515,651.28)	43.2%
5020 · Hourly	561,211.04	974,100.00	(412,888.96)	57.6%
<b>Total 5000 · SALARIES &amp; WAGES</b>	<b>953,859.76</b>	<b>1,882,400.00</b>	<b>(928,540.24)</b>	<b>50.7%</b>
<b>5100 · Employer-Portion Taxes/Benefits</b>				
<b>5120 · Payroll Taxes (ER)</b>				
5250 · FUTA	83.86			
5120 · Payroll Taxes (ER) - Other	71,895.90	155,600.00	(83,704.10)	46.2%
<b>Total 5120 · Payroll Taxes (ER)</b>	<b>71,979.76</b>	<b>155,600.00</b>	<b>(83,620.24)</b>	<b>46.3%</b>
<b>5210 · PERS Retirement</b>				
5210.01 · CalPers CLASSIC (ER Contr)	10,901.12	20,300.00	(9,398.88)	53.7%
5210.02 · CalPers PEPPRA (ER Contr)	41,633.78	104,300.00	(62,666.22)	39.9%
5218 · PERS Unfunded	168,617.00	168,700.00	(83.00)	100.0%
<b>Total 5210 · PERS Retirement</b>	<b>221,151.90</b>	<b>293,300.00</b>	<b>(72,148.10)</b>	<b>75.4%</b>
5222 · OPEB Contribution		60,000.00	(60,000.00)	
<b>Total 5100 · Employer-Portion Taxes/Benefits</b>	<b>293,131.66</b>	<b>508,900.00</b>	<b>(215,768.34)</b>	<b>57.6%</b>
<b>5200 · Insurance</b>				
5220 · Health Insurance	54,433.40	132,000.00	(77,566.60)	41.2%
5221 · Health Insurance - Retirees	36,088.96	71,700.00	(35,611.04)	50.3%
5230 · Dental Insurance	5,331.30	13,200.00	(7,868.70)	40.4%
5240 · Vision Insurance	2,146.08	3,900.00	(1,753.92)	55.0%
5260 · Life Insurance	693.35	1,400.00	(706.65)	49.5%
5270 · Workers' Compensation	49,825.96	47,050.00	2,775.96	105.9%
<b>Total 5200 · Insurance</b>	<b>148,519.05</b>	<b>269,250.00</b>	<b>(120,730.95)</b>	<b>55.2%</b>
<b>Total PERSONNEL RELATED EXPENSES</b>	<b>1,395,510.47</b>	<b>2,660,550.00</b>	<b>(1,265,039.53)</b>	<b>52.5%</b>

**Altadena Library District**  
**Profit & Loss Budget vs. Actual**  
**July through December 2020**

	Jul - Dec 20	Budget	\$ Over Budget	% of Budget
<b>PROFESSIONAL &amp; TECHNICAL</b>				
<b>INFORMATION TECHNOLOGY (IT)</b>				
7135 · Technology Consulting		7,000.00	(7,000.00)	
7170 · Telecommunications	4,689.58	10,000.00	(5,310.42)	46.9%
7175 · Internet Service / E-Rate	10,211.83	53,000.00	(42,788.17)	19.3%
7180 · Technology Equipment	11,936.46	15,000.00	(3,063.54)	79.6%
7185 · Technology Maintenance Fees	15,027.18	18,000.00	(2,972.82)	83.5%
7190 · Website Development	162.27	500.00	(337.73)	32.5%
<b>Total INFORMATION TECHNOLOGY (IT)</b>	<b>42,027.32</b>	<b>103,500.00</b>	<b>(61,472.68)</b>	<b>40.6%</b>
<b>PROFESSIONAL SERVICES</b>				
7125 · Audit and Financial Consulting	45,263.91	60,000.00	(14,736.09)	75.4%
7130 · Legal Fees	18,844.47	60,000.00	(41,155.53)	31.4%
7140 · Architectural & Engineering		50,000.00	(50,000.00)	
7155 · Consultants - Other	27,273.00	100,000.00	(72,727.00)	27.3%
<b>Total PROFESSIONAL SERVICES</b>	<b>91,381.38</b>	<b>270,000.00</b>	<b>(178,618.62)</b>	<b>33.8%</b>
<b>Total PROFESSIONAL &amp; TECHNICAL</b>	<b>133,408.70</b>	<b>373,500.00</b>	<b>(240,091.30)</b>	<b>35.7%</b>
<b>PROGRAMS</b>				
6200 · Youth Services	1,491.17	11,000.00	(9,508.83)	13.6%
6210 · Teen Services	3,429.72	5,500.00	(2,070.28)	62.4%
6220 · Adult Services	1,932.09	25,000.00	(23,067.91)	7.7%
6230 · Bob Lucas Branch Services	4,146.62	4,500.00	(353.38)	92.1%
6240 · Literacy Services	1,478.09	5,000.00	(3,521.91)	29.6%
6250 · Volunteer Services	376.30	2,000.00	(1,623.70)	18.8%
6260 · Summer Reading	1,100.64	10,000.00	(8,899.36)	11.0%
<b>Total PROGRAMS</b>	<b>13,954.63</b>	<b>63,000.00</b>	<b>(49,045.37)</b>	<b>22.2%</b>
<b>Total Expense</b>	<b>2,028,089.28</b>	<b>3,954,050.00</b>	<b>(1,925,960.72)</b>	<b>51.3%</b>
<b>Net Ordinary Income</b>	<b>2,036,977.67</b>		<b>2,036,977.67</b>	<b>100.0%</b>
<b>Net Income</b>	<b>2,036,977.67</b>		<b>2,036,977.67</b>	<b>100.0%</b>

**Altadena Library District**  
**Profit & Loss Prev Year Comparison**  
**July through December 2020**

	Jul - Dec 20	Jul - Dec 19	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>DONATIONS AND GRANTS</b>				
4705 · Altadena Library Foundation	32,000.00		32,000.00	100.0%
4710 · Friends of the Library	28,000.00	33,000.00	(5,000.00)	(15.2)%
4730 · Undesignated	50.00	1.00	49.00	4,900.0%
4735 · Designated	346,634.77		346,634.77	100.0%
4740 · CA Library Literacy Services	21,219.00	18,000.00	3,219.00	17.9%
<b>Total DONATIONS AND GRANTS</b>	<b>427,903.77</b>	<b>51,001.00</b>	<b>376,902.77</b>	<b>739.0%</b>
<b>FINES &amp; FEES</b>				
4305 · Fees	567.04	2,482.16	(1,915.12)	(77.2)%
4310 · MFM / Printer Revenue	34.45	2,824.40	(2,789.95)	(98.8)%
4340 · Passport Services Fees	2,100.00	57,395.00	(55,295.00)	(96.3)%
4350 · Sales of Products		1,093.00	(1,093.00)	(100.0)%
<b>Total FINES &amp; FEES</b>	<b>2,701.49</b>	<b>63,794.56</b>	<b>(61,093.07)</b>	<b>(95.8)%</b>
<b>INTEREST INCOME &amp; ADJUSTMENTS</b>				
4210 · Interest Income (Savings)	0.97	21.57	(20.60)	(95.5)%
<b>Total INTEREST INCOME &amp; ADJUSTMENTS</b>	<b>0.97</b>	<b>21.57</b>	<b>(20.60)</b>	<b>(95.5)%</b>
<b>OTHER REVENUE &amp; ADJUSTMENT</b>				
4910 · Miscellaneous Income	227.00	5,850.41	(5,623.41)	(96.1)%
4915 · Film Rental Revenue	7,142.80		7,142.80	100.0%
4930 · E-Rate Revenue				
<b>Total OTHER REVENUE &amp; ADJUSTMENT</b>	<b>7,369.80</b>	<b>5,850.41</b>	<b>1,519.39</b>	<b>26.0%</b>
<b>PROPERTY TAXES</b>				
4010 · Current-Year Secured				
4010.00 · Current Secured		2,556,728.94	(2,556,728.94)	(100.0)%
4010 · Current-Year Secured - Other	2,704,866.77		2,704,866.77	100.0%
<b>Total 4010 · Current-Year Secured</b>	<b>2,704,866.77</b>	<b>2,556,728.94</b>	<b>148,137.83</b>	<b>5.8%</b>
4020 · Current-Year Unsecured				
4020.00 · Current Unsecured	88,920.24	86,918.20	2,002.04	2.3%
<b>Total 4020 · Current-Year Unsecured</b>	<b>88,920.24</b>	<b>86,918.20</b>	<b>2,002.04</b>	<b>2.3%</b>
4030 · Prior-Year Secured				
4030.00 · Prior Secured	(30,202.91)	(14,942.21)	(15,260.70)	(102.1)%
4030.05 · Secured Tax Refunds	(4,192.37)	(7,217.73)	3,025.36	41.9%
<b>Total 4030 · Prior-Year Secured</b>	<b>(34,395.28)</b>	<b>(22,159.94)</b>	<b>(12,235.34)</b>	<b>(55.2)%</b>
4040 · Prior-Year Unsecured				
4040.00 · Prior Unsecured	(14,502.00)	(9,103.53)	(5,398.47)	(59.3)%
<b>Total 4040 · Prior-Year Unsecured</b>	<b>(14,502.00)</b>	<b>(9,103.53)</b>	<b>(5,398.47)</b>	<b>(59.3)%</b>
4050 · Homeowners Exemption	1,927.88	1,990.74	(62.86)	(3.2)%
4060 · Special Assessment				
4060.01 · Per Parcel Benefit Assessment	875,978.98	846,030.80	29,948.18	3.5%
4060.02 · Direct Assessments		402.45	(402.45)	(100.0)%
<b>Total 4060 · Special Assessment</b>	<b>875,978.98</b>	<b>846,433.25</b>	<b>29,545.73</b>	<b>3.5%</b>
4070 · Supplemental Current				
4010.03 · SB 813 Supplemental	(11,649.29)	(3,581.83)	(8,067.46)	(225.2)%
<b>Total 4070 · Supplemental Current</b>	<b>(11,649.29)</b>	<b>(3,581.83)</b>	<b>(8,067.46)</b>	<b>(225.2)%</b>
4075 · Supplemental Prior				
4030.03 · SB 813 Redemption	3,539.15	2,974.44	564.71	19.0%
<b>Total 4075 · Supplemental Prior</b>	<b>3,539.15</b>	<b>2,974.44</b>	<b>564.71</b>	<b>19.0%</b>

**Altadena Library District**  
**Profit & Loss Prev Year Comparison**  
**July through December 2020**

	Jul - Dec 20	Jul - Dec 19	\$ Change	% Change
4080 · Penalties, Interest & Costs-Ref	9,268.92	6,805.72	2,463.20	36.2%
4200 · Interest Income - County of LA	3,135.55	10,388.87	(7,253.32)	(69.8)%
<b>Total PROPERTY TAXES</b>	<b>3,627,090.92</b>	<b>3,477,394.86</b>	<b>149,696.06</b>	<b>4.3%</b>
<b>Total Income</b>	<b>4,065,066.95</b>	<b>3,598,062.40</b>	<b>467,004.55</b>	<b>13.0%</b>
<b>Expense</b>				
<b>CAPITAL EXPENSE</b>				
7310 · Equipment, Furniture & Fixtures	23,972.02	4,939.50	19,032.52	385.3%
7320 · Structures & Improvements	133,375.85	9,652.73	123,723.12	1,281.7%
<b>Total CAPITAL EXPENSE</b>	<b>157,347.87</b>	<b>14,592.23</b>	<b>142,755.64</b>	<b>978.3%</b>
<b>FACILITIES, GROUNDS &amp; MAINT.</b>				
7205 · Maintenance Contracts	5,757.28	5,481.10	276.18	5.0%
7210 · Building Maint & Repairs	6,841.86	16,896.23	(10,054.37)	(59.5)%
7220 · Landscape	11,290.82	12,056.10	(765.28)	(6.4)%
<b>Total FACILITIES, GROUNDS &amp; MAINT.</b>	<b>23,889.96</b>	<b>34,433.43</b>	<b>(10,543.47)</b>	<b>(30.6)%</b>
<b>LIBRARY MATERIALS</b>				
6110 · Cataloging Expenses	3,388.01	10,375.21	(6,987.20)	(67.4)%
6115 · Electronic Databases & Subscrip	14,370.61	20,532.92	(6,162.31)	(30.0)%
6120 · Books	55,687.73	43,900.16	11,787.57	26.9%
6125 · Audio CD	1,275.84	1,384.57	(108.73)	(7.9)%
6130 · DVD's & Videogames	920.43	18,828.51	(17,908.08)	(95.1)%
6135 · Processing of Materials	11,594.60	19,606.57	(19,606.57)	(100.0)%
6140 · Periodicals	16,044.77	12,280.08	(685.48)	(5.6)%
6150 · Downloadables	927.28	6,820.48	9,224.29	135.2%
6155 · Library of Things	927.28	927.28	927.28	100.0%
<b>Total LIBRARY MATERIALS</b>	<b>104,209.27</b>	<b>133,728.50</b>	<b>(29,519.23)</b>	<b>(22.1)%</b>
<b>MISCELLANEOUS EXPENSE</b>				
7510 · Miscellaneous Expense	400.00	436.30	(36.30)	(8.3)%
<b>Total MISCELLANEOUS EXPENSE</b>	<b>400.00</b>	<b>436.30</b>	<b>(36.30)</b>	<b>(8.3)%</b>
<b>OPERATING EXPENSES</b>				
<b>ADVERTISING &amp; MARKETING</b>				
6618 · Recruitment	318.50	1,763.94	(1,445.44)	(81.9)%
6627 · Advertising / Marketing	2,170.50	1,447.59	722.91	49.9%
<b>Total ADVERTISING &amp; MARKETING</b>	<b>2,489.00</b>	<b>3,211.53</b>	<b>(722.53)</b>	<b>(22.5)%</b>
<b>FEEES</b>				
6745 · Banking & Service Fees	301.52	1,176.79	(875.27)	(74.4)%
6746 · Payroll Fees	4,500.00	4,740.00	(240.00)	(5.1)%
7530 · County Tax Collection Fees	35,365.90	33,273.39	2,092.51	6.3%
<b>Total FEEES</b>	<b>40,167.42</b>	<b>39,190.18</b>	<b>977.24</b>	<b>2.5%</b>
<b>INSURANCE</b>				
6430 · Insurance-Gen, Prop, Liab, Eq	49,027.78	33,011.34	16,016.44	48.5%
6432 · Earthquake Insurance	33,102.25	30,370.00	2,732.25	9.0%
<b>Total INSURANCE</b>	<b>82,130.03</b>	<b>63,381.34</b>	<b>18,748.69</b>	<b>29.6%</b>
<b>STAFF COSTS &amp; PROF. DEVELOPMENT</b>				
6623 · Trustee Prof. Development	46.70	240.00	(193.30)	(80.5)%
6625 · Training & Education	2,352.68	11,334.94	(8,982.26)	(79.2)%
6626 · Staff Recognition	1,258.23	2,520.34	(1,262.11)	(50.1)%
6710 · Meetings & Travel	1,346.57	8,199.28	(6,852.71)	(83.6)%
6730 · Mileage & Parking Reimbursement	5,004.18	1,585.13	(1,585.13)	(100.0)%
<b>Total STAFF COSTS &amp; PROF. DEVELOPMENT</b>	<b>5,004.18</b>	<b>23,879.69</b>	<b>(18,875.51)</b>	<b>(79.0)%</b>

**Altadena Library District**  
**Profit & Loss Prev Year Comparison**  
**July through December 2020**

	Jul - Dec 20	Jul - Dec 19	\$ Change	% Change
<b>UTILITIES</b>				
6920 · Electricity	23,612.90	20,812.17	2,800.73	13.5%
6930 · Natural Gas	722.05	620.04	102.01	16.5%
6940 · Water & Sewage	4,243.14	3,990.42	252.72	6.3%
6950 · Refuse	3,259.24	3,503.22	(243.98)	(7.0)%
<b>Total UTILITIES</b>	<b>31,837.33</b>	<b>28,925.85</b>	<b>2,911.48</b>	<b>10.1%</b>
6620 · Membership Dues & Subscriptions	9,457.94	9,619.46	(161.52)	(1.7)%
6740 · Postage & Delivery	358.68	3,208.94	(2,850.26)	(88.8)%
6750 · Printing & Reproduction	2,910.00	2,209.77	700.23	31.7%
6755 · Small Equipment	1,996.76	1,969.07	27.69	1.4%
6765 · Janitorial Supplies	2,051.82	3,137.11	(1,085.29)	(34.6)%
6770 · Operating Supplies	9,079.56	8,845.14	234.42	2.7%
6775 · Technical Services Supplies	1,261.07	2,358.39	(1,097.32)	(46.5)%
6780 · Operating Software		597.76	(597.76)	(100.0)%
6960 · Sales of Products		50.00	(50.00)	(100.0)%
6970 · Equipment Lease & Rental	10,624.59	11,286.90	(662.31)	(5.9)%
<b>Total OPERATING EXPENSES</b>	<b>199,368.38</b>	<b>201,871.13</b>	<b>(2,502.75)</b>	<b>(1.2)%</b>
<b>PERSONNEL RELATED EXPENSES</b>				
<b>5000 · SALARIES &amp; WAGES</b>				
5010 · Salaried	392,648.72	149,815.75	242,832.97	162.1%
5020 · Hourly	561,211.04	681,477.01	(120,265.97)	(17.7)%
<b>Total 5000 · SALARIES &amp; WAGES</b>	<b>953,859.76</b>	<b>831,292.76</b>	<b>122,567.00</b>	<b>14.7%</b>
<b>5100 · Employer-Portion Taxes/Benefits</b>				
<b>5120 · Payroll Taxes (ER)</b>				
5250 · FUTA	83.86		83.86	100.0%
5120 · Payroll Taxes (ER) - Other	71,895.90	63,571.36	8,324.54	13.1%
<b>Total 5120 · Payroll Taxes (ER)</b>	<b>71,979.76</b>	<b>63,571.36</b>	<b>8,408.40</b>	<b>13.2%</b>
<b>5210 · PERS Retirement</b>				
5210.01 · CalPers CLASSIC (ER Contr)	10,901.12	11,700.77	(799.65)	(6.8)%
5210.02 · CalPers PEPPRA (ER Contr)	41,633.78	35,290.29	6,343.49	18.0%
5218 · PERS Unfunded	168,617.00	147,894.00	20,723.00	14.0%
<b>Total 5210 · PERS Retirement</b>	<b>221,151.90</b>	<b>194,885.06</b>	<b>26,266.84</b>	<b>13.5%</b>
<b>Total 5100 · Employer-Portion Taxes/Benefits</b>	<b>293,131.66</b>	<b>258,456.42</b>	<b>34,675.24</b>	<b>13.4%</b>
<b>5200 · Insurance</b>				
5220 · Health Insurance	54,433.40	54,829.89	(396.49)	(0.7)%
5221 · Health Insurance - Retirees	36,088.96	32,986.16	3,102.80	9.4%
5230 · Dental Insurance	5,331.30	7,052.75	(1,721.45)	(24.4)%
5240 · Vision Insurance	2,146.08	2,120.17	25.91	1.2%
5260 · Life Insurance	693.35	726.68	(33.33)	(4.6)%
5270 · Workers' Compensation	49,825.96	31,233.41	18,592.55	59.5%
<b>Total 5200 · Insurance</b>	<b>148,519.05</b>	<b>128,949.06</b>	<b>19,569.99</b>	<b>15.2%</b>
<b>Total PERSONNEL RELATED EXPENSES</b>	<b>1,395,510.47</b>	<b>1,218,698.24</b>	<b>176,812.23</b>	<b>14.5%</b>
<b>PROFESSIONAL &amp; TECHNICAL</b>				
<b>INFORMATION TECHNOLOGY (IT)</b>				
7135 · Technology Consulting		3,500.00	(3,500.00)	(100.0)%
7170 · Telecommunications	4,689.58	4,653.17	36.41	0.8%
7175 · Internet Service / E-Rate	10,211.83	10,338.21	(126.38)	(1.2)%
7180 · Technology Equipment	11,936.46	6,785.19	5,151.27	75.9%
7185 · Technology Maintenance Fees	15,027.18	12,882.65	2,144.53	16.7%
7190 · Website Development	162.27	410.45	(248.18)	(60.5)%
<b>Total INFORMATION TECHNOLOGY (IT)</b>	<b>42,027.32</b>	<b>38,569.67</b>	<b>3,457.65</b>	<b>9.0%</b>



**Altadena Library District**  
**Profit & Loss Prev Year Comparison**  
**July through December 2020**

	Jul - Dec 20	Jul - Dec 19	\$ Change	% Change
<b>PROFESSIONAL SERVICES</b>				
7125 · Audit and Financial Consulting	45,263.91	18,539.57	26,724.34	144.2%
7130 · Legal Fees	18,844.47	42,693.14	(23,848.67)	(55.9)%
7140 · Architectural & Engineering		12,000.00	(12,000.00)	(100.0)%
7145 · Collection Agency		1,843.70	(1,843.70)	(100.0)%
7155 · Consultants - Other	27,273.00	14,687.51	12,585.49	85.7%
<b>Total PROFESSIONAL SERVICES</b>	91,381.38	89,763.92	1,617.46	1.8%
<b>Total PROFESSIONAL &amp; TECHNICAL</b>	133,408.70	128,333.59	5,075.11	4.0%
<b>PROGRAMS</b>				
6200 · Youth Services	1,491.17	552.60	938.57	169.9%
6210 · Teen Services	3,429.72	416.18	3,013.54	724.1%
6220 · Adult Services	1,932.09	6,729.36	(4,797.27)	(71.3)%
6230 · Bob Lucas Branch Services	4,146.62	2,043.66	2,102.96	102.9%
6240 · Literacy Services	1,478.09	2,295.62	(817.53)	(35.6)%
6250 · Volunteer Services	376.30	742.79	(366.49)	(49.3)%
6260 · Summer Reading	1,100.64	2,992.26	(1,891.62)	(63.2)%
<b>Total PROGRAMS</b>	13,954.63	15,772.47	(1,817.84)	(11.5)%
<b>Total Expense</b>	2,028,089.28	1,747,865.89	280,223.39	16.0%
<b>Net Ordinary Income</b>	2,036,977.67	1,850,196.51	186,781.16	10.1%
<b>Net Income</b>	<b>2,036,977.67</b>	<b>1,850,196.51</b>	<b>186,781.16</b>	<b>10.1%</b>



**BOARD OF LIBRARY TRUSTEES  
STANDING COMMITTEE REPORT**

**COMMITTEE:** Budget Committee

**MEETING DATE:** February 22, 2021

**PREPARED BY:** Trustee Rushmore Cervantes

**LOCATION:** Virtual Meeting

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**Budget Committee Meeting**

The Board of Trustees Budget Committee (Trustee Kameelah Wilkerson, Trustee Rushmore Cervantes) convened at 2:00 p.m. on February 11, 2021 to review proposed Midyear Adjustments to the Fiscal Year 2020-21 Adopted Budget. As proposed, the recommended adjustments will result in an increase of \$168,600 in the ALD reserve fund.

Due to the impact of the COVID-19 pandemic on services and operations, several revenue line items are recommended to be reduced to reflect projected year-end actuals, including revenue generated from Fines & Fees which is being reduced significantly by \$75,000 (73%). However, due to increased donations from the Altadena Library Foundation (by \$22,000) and Friends of the Library (by \$3,000) and the \$345,000 internet upgrade grant, overall income is anticipated to increase by \$277,500 (7%), for a total \$4,234,550 in revenue.

The COVID-19 pandemic has had an impact on the expenditure side as well. But for increases in Capital expenditures for the purchase of the Mobile Library vehicle and capital rehabilitation related work, many expenditures associated with the delivery of services are reduced.

The results of the proposed Midyear Adjustments would maintain a balanced budget, with an increase to the Reserve Fund. The Budget Committee recommends that the Board approve the recommended Midyear Adjustments as detailed in the staff's report.

**Future Discussion**

The Budget Committee is working with the staff and with representatives of ALD's Accountant firm Eide Bailly to create a simplified, easy to read breakdown of all the revenue sources and expenditures. The intent is to create a greater level of transparency and understanding of fiscal operations of the ALD. Upon completion, it will be present to the full ALD board.

There being no other business, the meeting was adjourned at 2:38 pm



**BOARD OF LIBRARY TRUSTEES  
STANDING COMMITTEE REPORT**

**COMMITTEE:** Community Facilities District

**MEETING DATE:** February 22, 2021

**PREPARED BY:** Trustee Terry Andrues

**LOCATION:** Virtual Meeting

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**Community Facilities District Committee Meeting**

The Community Facilities District (CFD) Committee convened via Zoom at 3:03 pm on February 10, 2021.

Committee Chair Trustee Terry Andrues and Committee member Trustee Rushmore Cervantes were in attendance. Also attending were Library Director, Nikki Winslow and Administrative Assistant, Natalya Romo.

The Committee reviewed RFP models for two professional services needed for the formation of CFD 2020-1. After some discussion regarding small changes to the documents, the Committee made a recommendation to approve the RFP's for Municipal Advisory Services and Bond and Disclosure Counsel services. They will be presented to the full board for approval at the February 22, 2021 meeting.

The Committee received 5 applications for an expansion of seats to include one or more citizen representatives. The applicants were:

- Barbara Brand
- Kim Kenne
- Steve Lamb
- Amy Lyford
- James Vitale

Mr. Lamb withdrew his nomination prior to the completion of the process..

Prior to their 3-minute presentations, Trustee Andrues presented a more complete explanation of the CFD Committee's mission to fully inform the candidates. After their presentations, Trustee Andrues and Trustee Cervantes had a brief discussion about the number of seats to be filled. Given the good response to the call for candidates, it was decided to add 3 members. The recommendations are Amy Lyford, James Vitale, and Kim Kenne. Their names will be submitted for full Board Approval at the February 22, 2021 meeting.

There being no other business, the meeting was adjourned at 3:37 pm



**BOARD OF LIBRARY TRUSTEES  
AD HOC COMMITTEE REPORT**

**COMMITTEE:** Facilities

**MEETING DATE:** February 22, 2021

**PREPARED BY:** Trustee Jason Capell

**LOCATION:** Virtual Meeting

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**Ad Hoc Facilities Committee**

The Ad Hoc Facilities Committee continues to meet bi-weekly. In addition to these meetings, the Facilities Committee hosted a Q & A session on February 10<sup>th</sup> with firms interested in submitting a proposal in response to the Capital Project Management RFP. We were pleased to have more than 10 firms participate with a lot of great clarifying questions asked. Following the Q & A, ALD staff updated the [webpage](#) to include additional reports, the sample Professional Services Agreement and instructions on how to see the recording of the Q & A session.

The Committee will be meeting on February 17<sup>th</sup> to finalize its scoring and review process of the RFP responses, which are due by March 1<sup>st</sup>. We are looking forward to holding interviews with the top firms on March 10<sup>th</sup> and bringing a final recommendation to the Board for discussion and approval at the March 22<sup>nd</sup> Board meeting.



**BOARD OF LIBRARY TRUSTEES  
AD HOC COMMITTEE REPORT**

**COMMITTEE:** Redistricting

**MEETING DATE:** February 22, 2021

**PREPARED BY:** Trustee Kameelah Wilkerson

**LOCATION:** Virtual Meeting

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On 2/4/21 the redistricting committee received follow up feedback from Douglas of National Demographic Corporation (NDC). Douglas reported that the census bureau reported that the census data would not be available “no sooner than” July 31, 2021.

While this date was not ideal with respect to the work necessary to be completed Douglas and the NDC began working on a plan to create a strategy to move forward using this date as a reference point while also beginning the public hearing and engagement process in the Spring/Summer using preliminary population estimates so that the process can still move forward and be in process once the official Census data is released.

On Friday February 12, the U.S. Census Bureau announced that due to COVID-19 related delays, it will deliver the Public Law redistricting data to all states “no later than” **Sept. 30, 2021**. Additionally, California Statewide Database representatives reported that they believe they will need an additional 30 days after the state census data is released to make the prison population adjustments required by state law.

The redistricting committee met on 2/16/21 to discuss how to move forward. The following options were presented and explored:

1. NDC will gather data using preliminary projection of population estimates. ALD can begin the public engagement and hearing process in the Spring/Summer. Upon receipt of census data, we can move forward with drawing the district maps and next steps in the process to still be completed by April 2022.
  - **Barriers:** (1) While Douglas states it is possible to complete the process by April of 2022, the process is expedited and may be rushed. (2) This process may not leave enough time for meaningful recruitment of potential candidates within the newly drawn district lines in time for the 2022 election cycle. (3) Given that one of the three seats that will need to be filled in the 2022 election will be a seat filled by the “at large” format- this may be additionally challenging to recruit for in multiple (at large/district) formats.
2. Utilize 2010 census data to draw the district lines-It is preferable to utilize up to date data.
3. Pause and restart the process in time for the **2024** election cycle.
  - **Barriers:** This could present a liability issue for the District; while financial liability is unlikely, it is still possible that a demand letter could be sent at any time between now and the commencement of the process. At that time, the District would have to undergo the 90-day process to convert to by-district elections. This is currently less of a risk, as the Governor has issued an order halting the 90-day

clock during COVID, but when that order is lifted, the risk would return as well. Whether or not the District might be liable for the \$30k in capped damages is questionable (and answering that question would require going to court about it, which is obviously an expensive and undesirable proposition).

4. **Continue and complete the process as required by April 2022 with the goal of adopting the new map in 2024.** Write and adopt a new Resolution of Intent, with the goal of utilizing the newly drawn district lines for the 2024 election. Begin public engagement and hearings in Spring/Summer 2021 using available proxy data supplied by NDC (they are establishing viable data sources now based on correlations with 2010 datasets). Upon receipt of the 2020 census data, draft and draw the new district lines, continue with the public hearings, and submit the revised maps to the Registrar in advance of the April 2022 deadline, while instructing them that we do not intend to adopt the new maps until the 2024 cycle. The worst case scenario under this option is that we would have to adopt the new maps for the 2022 cycle, but it is highly unlikely. While it is a remote possibility that the ALD may receive a demand letter before the November 2022 election, having completed the process on our own timeline would have ensured a more inclusive outcome, and greatly diminishes the likelihood of any such letter as there is no financial incentive for a law firm.

Douglas provided the feedback that the last option would be feasible. Nikki, Katie and Kameelah offered feedback in support of this last option. Next steps would be to present this to the Board of Trustees for discussion and drafting and adoption of a new Resolution of Intent.



**BOARD OF LIBRARY TRUSTEES  
LIAISON REPORT**

**REPORT: Government**

**MEETING DATE:** February 22, 2021

**PREPARED BY:** Trustee Terry Andrues

**LOCATION:** Virtual Meeting

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**From:** Paul Novak

**Sent:** Tuesday, February 16, 2021 2:58 PM

**Subject:** Los Angeles County Redevelopment Oversight Board No. 5 -- Election Appointment

All:

*I am emailing to inform you that I received two (2) nominations by the end of the nomination period (5:00 p.m. on Friday, February 12, 2021) for the special district representative to the Los Angeles County Redevelopment Oversight Board No. 5. A short biography for each candidate is enclosed.*

*I am also enclosing a ballot for you to complete and return to LAFCO by the end of the voting period on Thursday, April 15, 2021. Although the initial announcement contemplated that the voting period would end on March 17, 2021—and given that votes must occur at a meeting of the governing board of the involved districts—I have decided to extend that period until Thursday, April 15, 2021 (please note that the announcement on LAFCO’s website is in the process of being revised to reflect this change). This period of just over two (2) months will afford each district more time to agendize its vote.*

*Should you have any questions or concerns, please contact LAFCO Analyst Alisha O’Brien or me.*

*Thank you.*

*Paul*

To whom it may concern.

My name is Lloyd Johnson I am a Trustee on the San Gabriel Valley Mosquito and Vector Control District . I am very interested in the redevelopment board nomination.

I am a former Councilmember and the Former Mayor of the City of West Covina. I was on the City Council for 5 years. When our City went to Districts unfortunately I didn't get re-elected.

I have been involved with our city for over 25 years, I have lived in West Covina for more than 50 year's.

Been married for over 47 years two children 5 grandchildren.

When I got out of High School in 1967 I joined the United States Marine Corp. went to Viet Nam in January 1968, came home a Disabled Veteran.

Was given a permanent Disability from the Marine Corp. received a Honorable discharge under medical conditions. Was awarded a Purple Heart

After I was out of the Marine Corp in 1969, I became a certified structural Arc Welder for the city of Los Angles. Worked in construction for more then 20 years.

I worked as a working Forman for a company for more then 10 years.

I am a Cancer serviver at the end of 2001, I had neck cancer really bad. I had surgery and then chemo and radiation treatment. It disabled my left arm where I couldn't work any longer.

I was put on permanent disability by Social security,

Even though I couldn't do a full time job, that didn't stop me from getting involved with our City government.

I love working with people to solve problems, being a trustee on the San Gabriel Valley Mosquito and Vector Control District, being the treasury and Security of the board is a honor.

I am a very hard worker, any task I take on I do to the best of my ability. Even though I have only been a trustee for almost two years, I love being involved and making a difference.

As being retired I could be doing a lot of other things with my time, I chose to be involved with the San Gabriel Valley Mosquito and Vector Controll District.



When you take on a position, that you didn't have to I am a firm believer you do it to the best of your ability. You make the time to do the job, that includes making the meeting.

It would be a great honor to be on the redevelopment oversight board representing the 5th district. You might be able to elect someone with more education, you will never get anyone with more passion to serve than myself.

Thank you for your consideration to this position  
Lloyd Johnson

**Gordon Johnson, P. E.**  
**Professional Civil Engineer**

████████████████████ / Pasadena, California

Mr. Johnson is an independent engineering consultant, providing technical assistance to public agencies and engineering firms on water-related projects. He also serves as Board Chair of the Kinneloa Irrigation District, a public water agency in Los Angeles County.

**Education**

B. S. in Civil Engineering, Loyola Marymount University, 1978

M. S. in Environmental Engineering, Stanford University, 1979

**Certifications**

Board Certified Environmental Engineer, American Academy of Environmental Engineers and Scientists

Registered Civil Engineer, California

**Professional Experience**

From 1990 to 2018, Mr. Johnson served as an engineer and manager at the Metropolitan Water District of Southern California, one of the largest water utilities in the United States. For the last 19 years, he held the position of Chief Engineer. Mr. Johnson had responsibility for all facility planning, design, construction, and dam safety activities. He managed a department of 370 engineers and specialists who executed a capital improvement program with annual expenditures exceeding \$400 million. This program required extensive collaboration with Metropolitan's 26 member agencies and with federal and state permitting agencies. Major long-term initiatives included the comprehensive rehabilitation of the 75-year-old Colorado River Aqueduct and of over 800 miles of large-diameter pipelines and tunnels throughout urban and rural Southern California. Other initiatives included design of a demonstration-scale advanced water treatment plant as the initial step for the largest recycled water system in the U.S.; upgrades to improve seismic resilience of Metropolitan's dams and water distribution facilities; and the addition of ozone as primary disinfectant for five regional water treatment plants.

Prior to joining Metropolitan, Mr. Johnson served as Principal Engineer for two major consulting firms, with an emphasis on environmental remediation and design of water treatment plants. He previously held a commission as Second Lieutenant with the U. S. Public Health Service, helping to improve water supplies and sanitation at native Alaskan villages.

**Key Skills**

Project delivery; organizational planning; staff development



**BOARD OF LIBRARY TRUSTEES  
LIAISON REPORT**

**REPORT: Altadena Library Foundation**

**MEETING DATE:** February 22, 2021

**PREPARED BY:** Trustee Rushmore Cervantes

**LOCATION:** Virtual Meeting

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The Altadena Library Foundation (ALF) Board of Directors held a two-session planning retreat on January 13<sup>th</sup> and 27<sup>th</sup> 2021, wherein the board covered a wide-range of important topics. The retreat was very productive, establishing their fundraising goals for the year, while discussing alternative means of securing grants and donations. In addition, the ALF created a new mission statement and established a clear path forward, with external 2021 goals to continue its support of the Altadena Library District (ALD) and internal 2021 goals to strengthen the effectiveness of the ALF.

Support of the ALD - The ALF considered and approved Director Winslow's \$28,000 financial support requests that are in alignment with the Library's strategic plan. Further, the ALF committed to partner with ALD as it expands its active engagement with the community.

Strengthening the ALF - The ALF had robust dialog on how best to position itself for the future and narrowed its emphasis on two key goals. Focusing on the ALF fiscal health and creating sustainable practices.

Overall, the ALF appears to be in an extremely positive place, with dedicated board members committed to expanding its outreach efforts in the community and beyond, while continuing to support the needs of the community and the ALD. The ALF is still fine tuning its retreat outcomes, however attached a summary of the retreat outcomes to date.

I would like to thank the ALF for their warm welcome and for the opportunity to participate in their retreat.



**BOARD OF LIBRARY TRUSTEES  
LETTER TO THE GOVERNOR STAFF REPORT**

**DEPARTMENT:** Administration

**MEETING DATE:** February 22, 2021

**PREPARED BY:** Nikki Winslow

**LOCATION:** Virtual Meeting

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**TITLE:** Review and Approval of a Letter to Governor Newsom

**BACKGROUND:**

The California Library Association (CLA) released a letter written to Governor Newsom to libraries across California and requested that library systems send letters of support. The letter details the significant reductions to library related budget items in the last and current fiscal years. CLA asked that these funds be restored, both in immediate passing of bills and in preparation of Fiscal Year 21-22.

We modified this letter to reflect the effect on our Altadena Libraries, as well as the implications to libraries across the state.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Staff recommends that the Board of Trustees vote to approve the drafted letter to Governor Newsom.



# Altadena Libraries

## BOARD OF TRUSTEES

Terry Andruess

Jason Capell

Rushmore Cervantes

Katie Clark

Kameelah Wilkerson

## ADMINISTRATION

Nikki Winslow  
*District Director*

Viktor Sjöberg  
*Assistant Director*

## MISSION

The Altadena Library District brings PEOPLE and IDEAS together.

## VISION

An Altadena where all are learning, growing, and thriving together.

## MAIN LIBRARY

600 E. Mariposa Street  
Altadena, CA 91001

## BOB LUCAS BRANCH

2659 Lincoln Avenue  
Altadena, CA 91001

February 22, 2021

The Honorable Gavin Newsom  
Governor, State of California  
Capitol  
Sacramento, CA 95814

**RE: 2021-22 STATE BUDGET: "LUNCH AT THE LIBRARY" PROGRAM, "SAFE LIBRARIES/SAFE COMMUNITIES" PROJECT, AND CALIFORNIA LIBRARY SERVICES ACT**

Governor Newsom,

On behalf of the Altadena Library District (ALD), we applaud your steadfast commitment to libraries by providing funding for key programs in your recently released 2021-22 State Budget.

The previous year was one of great struggle, tenacity, and economic pressure for public libraries, and ALD is grateful for your recognition of our hard work on behalf of Californians, which is reflected in your January Budget proposals. As you and your Department of Finance and the legislature move forward with the "immediate action" items that you have suggested be accelerated in Budget discussions this year, CLA would like to request three items be included in the early adoption Budget bills.

**State Library: 6120: ALD respectfully requests your consideration of including "Lunch at the Library" \$800,000 in ongoing funding in an "immediate action" Budget trailer bill.**

The highly successful "Lunch at the Library" Program has become a critical lifeline for children in need of a meal during the summer months. This partnership between CLA and the State Library has resulted in almost 220 public libraries serving nearly 300,000 meals to more than 32,000 children in 2019. You recognized the value of this outstanding program when you provided \$1 million in your January 2020-21 Budget. Unfortunately, this funding was later removed in the May Revise when the Budget was heavily impacted due to the coronavirus. Because zero dollars were provided for the program last year, children will go without meals at our neighboring libraries in the Summer of 2021, unless funding is accelerated for this program. Thankfully this year's budget contains a proposed \$800,000 ongoing for "Lunch at the Library," but it is not included in the "immediate action" proposal – meaning that it would fund lunches in 2022 and there would continue to be no funding for 2021. If there was ever a year where it was imperative for the libraries to be positioned to accept an anticipated surge of children in need of, in some cases, their only meal of the day, it is this year. We respectfully request your consideration of including the \$800,000 ongoing funding proposed for the "Lunch at the Library" program in your early adoption budget trailer bills for 2021-22.

**State Library: 6120: ALD respectfully requests your consideration of including \$8 million in an "immediate action" Budget trailer bill for a new "Safe Libraries/Safe Communities" Program (one-time funds)**

The state has placed a great deal of emphasis on the critical importance of workplaces maintaining sufficient PPE in order to reopen safely. While the

CARES Act provided a small amount of funding for some libraries to obtain PPE (which will soon be exhausted), countless libraries received no funding and have been drawing upon our limited budgetary resources to fund essential basic needs such as masks and face shields, antibacterial wipes, Plexiglas shields, and sanitizer stations. There are many library systems like the Altadena Libraries that provided critical support to students who are unable to go to school and have offered “curbside pick-up” for patrons throughout the shelter-in-place directives; and library staff are constantly engaging with the public at some risk, during these much-needed book, and library materials check-out events. As we prepare to welcome back students, seniors, immunocompromised individuals, etc. to our facilities, we must ensure the safety of our patrons and our staff.

ALD is requesting \$8 million for the State Library in one-time funds for the purpose of creating the “Safe Libraries/Safe Communities” program, which would provide small, medium, and large libraries with grants for the purpose of purchasing the following (including but not limited to): hand sanitizer and hand sanitizing stations, Plexiglas sneeze guards, infrared thermometers, sanitizing wipes and sprays, disposable face masks and plastic face shields, UV light cleaning, deep cleaning services, etc.). ALD is proposing that the \$8 million be broken out into grants administered by the State Library as follows:

- Small libraries: \$2 million total - \$7,500 grant per library. (Funds approx. 266 small libraries.)
- Medium-sized libraries: \$2.5 million total - \$10,000 grant per library. (Funds 250 medium-sized libraries.)
- Large libraries: \$3.5 million total - \$15,000 grant per library. (Funds 233 large libraries.)

This proposal would fund a little more than two-thirds of the total public library branches and jurisdictions in the state and would be welcome relief to approximately 750 libraries and the communities they serve.

**State Library: 6120: ALD respectfully requests your consideration of restoring the \$1.8 million cut made last year to the California Library Services Act**

The California Library Services Act has been in existence since the early 1970’s, with the sole purpose of requiring that libraries participate in a cooperative and collaborative manner of sharing resources among the nine geographic regions of the state. The CLSA funding is truly the glue that holds the cooperative loaning and lending structure in place for these libraries. At its origination, this program was intended to provide reimbursement for books and materials traveling by van in between libraries, for patrons requesting specific items that their own neighborhood library may not possess. While libraries continue to move physical items between jurisdictions and branches, now CLSA dollars are often used for large digital subscription services, such as eBooks and eMagazines to promote a broader collection of digital resources for libraries, including electronic resources in multiple languages. During the pandemic, we have seen the use of these digital resources skyrocket as school districts are partnering with libraries so that students can access materials from home. At the Altadena Library District, electronic retrieval of e-materials saw a 201% increase from our 2019-2020 fiscal year to 2020-2021, and our digital collections continue to increase into the hundreds of thousands of e-materials that have been accessed regularly by our patrons throughout the pandemic and will continue to be regularly utilized.

Due to the state’s fiscal crisis brought on by the pandemic, your 2020-21 May Revision proposed cutting the CLSA by \$1.75 million, but it did not tie restoration of these funds to the so-called federal government “trigger” package. The Legislature subsequently approved the cut, despite best efforts to protect the funding. This cut leaves the CLSA at only \$1.8 million in the baseline, which is one of its lowest points since Governor Brown zeroed out all \$12 million that was previously in the program. As you can imagine, these cuts have been devastating to the CLSA. The impact of such cuts is the erosion of the collaborative sharing principle of the CLSA. In past years when funding was zeroed out, it was found that some large libraries pulled out of the regional system only to tell “non-residents” that the privilege of borrowing books at their library will require them to pay \$80 per person for a non-resident library card. For those on a limited income, who may want to borrow books where they work versus where they live, these fees are a deterrent for most patrons. Ultimately, high fees create a system of “haves and have nots” for library patrons, which is unacceptable when the public

library has historically been thought of as “the great equalizer.” Lastly, the local jurisdictions do not have the funds to make up for this loss, and the Return on Investment and benefit to community far exceeds the cost of CLSA.

ALD respectfully requests the inclusion of an augmentation of \$1.8 million (ongoing) in the California Library Services Act in the 2021-22 Budget to restore the program’s baseline to \$3.6 million.

Governor Newsom, thank you again for your continued support of California’s public libraries and for the proposed funding contained in your January Budget. We hope that you might give consideration to these additional requests, given the uniqueness of the challenges brought about by the pandemic and the impact on libraries and their patrons.

Sincerely,

Altadena Library District Board of Trustees

cc: Keely Bosler, Director, Department of Finance  
Chris Ferguson, Department of Finance  
Senator Nancy Skinner, Chair, Senate Budget Committee  
Senator John Laird, Chair, Senate Budget Subcommittee on Education Finance  
Anita Lee, Consultant, Senate Budget Subcommittee on Education Finance  
Assemblyman Phil Ting, Chair, Assembly Budget Committee  
Assemblyman Kevin McCarty, Chair, Assembly Budget Subcommittee on Education Finance  
Mark Martin, Consultant, Assembly Budget Subcommittee on Education Finance  
Greg Lucas, State Librarian  
Mike Dillon and Christina DiCaro, CLA Lobbyists, KP Public Affairs



**BOARD OF LIBRARY TRUSTEES  
ADDITIONAL CFD COMMITTEE MEMBERS STAFF REPORT**

**DEPARTMENT:** Administration

**MEETING DATE:** February 22, 2021

**PREPARED BY:** Nikki Winslow

**LOCATION:** Virtual Meeting

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**TITLE:** Review and Approval of Additional CFD Committee Members

**BACKGROUND:**

The newly formed standing CFD Committee met for the first time on January 7, 2021. During this meeting, Chair Terry Andrues and Trustee Rushmore Cervantes discussed and agreed to a process to add additional members to the committee. They stated their intent to have an odd number of members on the Committee for voting purposes and also to increase community involvement in this work by adding residents of Altadena.

The Application Process was found on the ALD website and included:

1. Posting the process for applying on January 11, 2021. It was also promoted on our social media platforms and in various media sites.
2. Those interested were asked to submit a Statement of Interest and Resume via email to District Director Nikki Winslow no later than January 29, 2021 at 5:00 pm.

Five applications were received by the January 29, 2021 deadline.

The CFD Committee held their monthly meeting on February 10, 2021 and the five candidates were given instructions to prepare a 3-minute presentation to introduce themselves and state why they wanted to serve on the Committee.

Following their statements at the meeting, Chair Andrues and Trustee Cervantes discussed the number of members to add and agreed that three was appropriate. Following that, they stated their three choices for additional members, which were Kim Kenne, Amy Lyford and Jim Vitale. The Statements of Interest and/or Resumes follow this staff report.

**FISCAL IMPACT**

None.

**RECOMMENDATION**



The CFD Committee recommends that the Board of Trustees approve the appointment of Kim Kenne, Amy Lyford and Jim Vitale to serve on the CFD Committee for a term of one year, with the option to serve up to two one-year terms.



**Applicant: Kim Kenne**

**Kimberly Kenne**



Nikki Winslow  
District Director  
Altadena Library  
600 E. Mariposa St.  
Altadena, CA 91001

January 29, 2021

Dear Ms. Winslow,

I am writing today to express my interest in serving on the Altadena Library Community Facilities District Committee. I have been following the facility needs of the Altadena Library for a number of years. As the daughter of a librarian and a life-long user of libraries, I know how important libraries can be in the life of the community and its members. I have seen how the Altadena Library has prioritized reaching out to the community and providing space to all facets of the community over the last several years.

I am interested in serving on this committee to represent the community. I am also interested in helping work towards the best outcome for the library, the community and taxpayers. It is important that the community of Altadena has a library space that is both welcoming and in good physical condition. It is important, as well, to achieve these goals in a way that is fiscally responsible to our taxpayers.

I believe that my experience on the Pasadena Unified School Board for the last 10 years will prove valuable in digesting committee information, helping ensure transparency and listening to the needs of the residents if I am selected for this committee. I also have served on the PUSD's Facilities Committee and as liaison to our district's bond oversight committee and I believe that specific experience will be helpful on the CFD committee as well.

I look forward to your decision on this appointment and will remain involved regardless of the outcome.

Warm Regards,

A handwritten signature in black ink, appearing to read 'K Kenne'.

Kimberly Kenne

## Kimberly Kenne



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### Experience

- May 2011 to present*     **Pasadena Unified School District**     Pasadena, CA  
*School Board Trustee*  
Elected three times to the PUSD school board, once as an at-large candidate and twice in a specific district. Serve currently as the chair of the board's Policy committee and co-chair of Budget Transparency committee. Have been serving as the Board liaison to the Bond Oversight Committee for the district's school construction bond.
- July 2008 to April 2011*     **Pasadena Unified School District**     Pasadena, CA  
*Consultant*  
Worked with the Technology Department of the school district on data-related projects. Reviewed data needs, investigated data discrepancies and fixed data anomalies. Areas of support: Free and Reduced Meals, Special Education, CALPADS, Dropouts. Experience with Aeries Data Student Information System.
- Sept. 2003 to April 2011*     **Pasadena Unified School District**     Pasadena, CA  
*Volunteer*  
Volunteer on the school, district, community and state level. Developed school databases to provide reports to principals in their management role and cleaned up data in the School Max system. Reconciled school budgets for select schools and reported results back to administration and Site Councils. Chaired the District Advisory Council (DAC), the Parent Action Team of the Partners in Education Advisory Board and co-chaired the Parents Training Parents Conference Committee. Have experience in the following areas: parent involvement, government funded programs, testing and accountability, school plans, standards based report cards, Open Enrollment, Special Education, SAIT, and Categorical Program Monitoring. Train parents and others in Categorical Budgets, State Testing and Accountability, Site Councils and School Plans and Parent Partnerships.
- Oct. 2003 to July 2006*     **Goldstar Events Inc.**     Pasadena, CA  
*Consultant*  
Provided financial and bookkeeping services for a emerging internet company. Automated company's manual financial system. Handled Accounts Payable, vendor remittances and reconciliations. Developed financial tracking reports for management.
- May 1999 to July 2003*     **Galatea Associates**     Cambridge, MA  
*Consultant*  
Worked on implementation of new, automated settlement system for major brokerage firm. Researched and documented business and software processes for continuous net settlement and balance order trades. Implemented code changes, monitored exception reports and resolved software and business issues. Trained employees of outsourcing company on trade and settlement flows.
- Oct. 1997 to April 1999*     **Trust Company of the West**     Los Angeles, CA  
*Assistant Vice President, Systems Integration*  
Provided support for various business units of private asset management company. Responsibilities included writing business process documentation, system functional requirements, and operational documentation, as well as project management, Quality Assurance testing and production support.

## Kimberly Kenne

*Feb. 1994 to  
Jan. 1997*      **Cordis Webster, Inc., a Johnson and Johnson Company**      Baldwin Park, CA  
*Documentation Manager/Consultant*

Hired by a rapidly growing medical device manufacturer for a two week programming project and asked to stay on to run their documentation department. Was selected as the ISO 9001 implementation team leader. The skills for these positions were learned on-the-job. Highlights include: consolidating two documentation departments into one thereby reducing headcount, reducing errors in manufacturing documents from 35% to less than 2% and creating and chairing the New Product Transfer Team. This team facilitated communication between departments and improved the timeliness of the introduction of new products.

*Oct. 1992 to  
Nov. 1993*      **Lehman Brothers**      New York, NY  
*Senior Designer*

Worked independently on design and management of projects for international investment bank. Responsibilities included providing coordination between the stock borrow/stock loan department and programmers on two continents, analyzing business needs, reviewing design and test plans and training users.

*Oct. 1984 to  
Sept. 1992*      **Morgan Stanley & Co., Inc.**      New York, NY

*Jan. 1990 to  
Sept. 1992*      *Senior Associate, Systems Development*  
Led team of three to five people in supporting various functions of brokerage operations for world-renowned investment bank. Provided maintenance and 24 hour support for existing systems. Led the design and implementation of new trade capture system for client services area. Interacted with internal clients extensively.

*Aug. 1987 to  
Dec. 1989*      *Associate, Systems Development*  
Directly supported clients in Purchase and Sales departments for equities and options by developing new programs and maintaining old ones. Rewrote settlement-balancing system. Managed team of two in design and implementation of option comparison system. Provided 24-hour application support.

*Apr. 1985 to  
Aug. 1987*      *Analyst, Technical Assistance Group*  
Provided sole support of an 100 person branch office in all technical aspects including mainframe communication, PC hardware and software, and market data equipment. Was self-managed, used problem solving skills on a daily basis and interfaced with all office employees as well as with outside vendors.  
Member of systems hotline group of six that supported entire company.

*Oct. 1984 to  
Mar. 1985*      *Management Trainee, MIS Department*  
Successfully completed training program consisting of full time computer operator job in a 24-hour data center and course work in programming, mainframe operating systems, and basic brokerage operations.

### Education

*Sept. 1980 to  
June 1984*      **Georgetown University**      Washington, D.C.  
*Bachelor of Science, Business Administration*  
*Major: Finance    Minor: Computer Science*



**Applicant: Amy Lyford**

January 26, 2021

Nikki Winslow, District Director  
Altadena Library District

Dear Director Winslow,

Please accept this letter as my statement of interest for a position on the Community Facilities District Committee for the Altadena Libraries. I am a current, newly-elected member of the Altadena Town Council (CT 4601), and am particularly interested in the relationship between the Libraries and the Town Council. I recognize that participation on the Community Facilities District Committee will require open public meetings once a month, as outlined on the Library's website. I also recognize the heavy responsibility that the Committee will take on in order to facilitate and oversee the assessment and funding of capital improvement projects in the District pursuant to Measure Z.

I am excited to join the committee for three reasons. First, when I ran for the Town Council, I made it a point to emphasize how much I wanted to link the work of the Library Board and District with the work of the Town Council. Second, as an educator by profession, I am deeply committed to supporting and expanding the ways in which the Libraries of Altadena engage with our diverse community; I have lots of ideas about how we might collaborate across the Town Council and the Library Staff and Board of Trustees to advance our mutual goals for a strong, vibrant and accessible set of Libraries. Third, I feel that in addition to my educational experience (I am a Professor at Occidental College in Eagle Rock) and commitment to community support for our local libraries, I have experience with budget development, planning, and implementation. As an Associate Dean at Occidental College, I worked with the Dean and Senior Staff to develop priorities for, engage with community, and then implement, the College's Strategic Plan. This meant identifying key areas of investment for the College, as well as conducting outreach to various constituencies as to the best ways to move forward to allocate budgets. I also have experience with, and an understanding of, the necessity for community outreach and consensus-building. Soliciting community input, and at the same time developing a clear and focused budget looking out over multiple years, is essential to a robust and transparent budget allocation process. I would love to continue this kind of strategic planning and community outreach work as part of the Community Facilities District Committee. If you have questions about my letter or qualifications, please contact me by email or telephone.

Sincerely,



Amy Lyford, Ph.D.  
Professor of Art History, Occidental College  
Residing at: [REDACTED], Altadena CA 91001  
Cell: [REDACTED]  
Email: alyford@gmail.com

**AMY J. LYFORD, Ph.D.**  
Professor, Art History

Occidental College  
Los Angeles, CA 90041  
(323) 259-2861  
(323) 259-2930 – fax

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Altadena, CA 91001  
████████████████████  
e: alyford@oxy.edu

EDUCATION

Ph.D. History of Art, University of California, Berkeley, 1997  
M.A. Art History, Boston University, Boston, MA, 1990  
B.A. Art History, Pomona College, Claremont, CA, 1986

RESEARCH FELLOWSHIPS AND AWARDS

NEH Summer Stipend Fellowship, 2019  
Macarthur International Research Faculty Grant, Occidental College, 2018  
Terra Foundation International Research Travel Grant, 2017  
for *Dorothea Tanning's Embodied Surrealism*  
Charles C. Eldredge Prize, Smithsonian American Art Museum, 2015  
for *Isamu Noguchi's Modernism* (UC Press, 2013).  
Macarthur International Research Faculty Enrichment Grant, Occidental College,  
Fall 2013.  
NEH Fellowship (12 month), 2004-2005 (taken 2005-2006)  
Macarthur Sabbatical Leave Grant, Occidental College, 2002-2003  
NEH Summer Stipend, 2001  
Mellon Dissertation Fellowship, 1995-96  
Doreen B. Townsend Center for the Humanities, Graduate Fellow, University of  
California, Berkeley, 1994-95  
Fulbright Scholar, France, 1993-94  
DeTocqueville Scholar, Social Science Research Council, France, 1993-94  
Kress Travel Fellowship, 1993-94  
Mellon Travel Fellowship, 1992  
Graduate Fellow, Boston University, College of Letters & Sciences, 1989-90

INSTITUTIONAL GRANTS

Principal Investigator, Mellon Foundation Grant for Arts and Urban Experience in Los Angeles, Occidental College, 2016-2021 (\$850,000)

Co-Principal Investigator, Mellon Foundation Grant for Designing a Research-Intensive Undergraduate Curriculum in the Arts, Humanities and Humanistic Social Sciences, Occidental College, 2015-2018 (\$750,000)

Co-Principal Investigator, Keck Foundation Grant for Undergraduate Research in the Arts and Humanities, Occidental College, 2012-2016 (\$250,000).



## PROFESSIONAL EXPERIENCE

Associate Dean, Arts/Humanities, Occidental College, January 2014-July 2016.  
Professor, Occidental College, Art History & Visual Arts, April 2011-present.  
Associate Professor, Occidental College, Art History & Visual Arts, May 2005-present.  
Assistant Professor, Occidental College, Art History & Visual Arts. 1999 – May 2005.  
Lecturer, University of California, Berkeley, History of Art Department, 1998-1999.  
Lecturer, California State University, Hayward, Art Department, 1998  
Instructor, University of California, Berkeley, History of Art Department, 1996, 1997.

## PUBLICATIONS (Peer-Reviewed):

“Acts of Memory: Gilles Peress’s *Telex: Iran, Then and Now*,” *Journal of Visual Culture* 15:1 (2016): 103-117.

“Picasso, Surrealism, Hysteria,” in Änne Söll and Gerald Schroeder, eds. *Der Mann in der Krise?: Visualisierungen von Männlichkeit im 20. und 21. Jahrhundert* (Cologne, Weimar, Vienna: Böhlau-Verlag, 2015)

*Isamu Noguchi’s Modernism: Negotiating Race, Labor, and Nation: 1930-1950.* (Berkeley: University of California Press, 2013). **Paperback released 2018.**

Reprint, extract from “Lee Miller’s Photographic Impersonations (1994),” in Sri Kartini Leet and Allison Hill, eds. *Reading Photography: a sourcebook of critical texts, 1921-2000* (Farnham: Lund Humphries, 2011).

*Surrealist Masculinities: Gender Anxiety and the Aesthetics of Post-World War I Reconstruction* (Berkeley: University of California Press, 2007).

“Noguchi’s Multiform Modernism,” *Art Journal* 65, n.4 (Winter 2006): 121-123.  
[Book Review of Masayo Duus, *The Life of Isamu Noguchi: Journey Without Borders*, trans. Peter Duus (Princeton University Press: September 2004)]

Co-Author (with Carol Payne, Carleton University), “Photojournalism, Mass Media and the Politics of Spectacle,” *Visual Resources* XXI, n.2 (June 2005): 119-129.  
[Co-Editor of this special issue on Photojournalism, Mass Media, and the Politics of Spectacle]

“Noguchi, Sculptural Abstraction, and the Politics of Japanese American Internment,” *The Art Bulletin* LXXXV (March 2003): 137-151.

“Advertising Surrealist Masculinities: André Kertész in Paris,” in *Surrealism, Politics, Culture*, Ray Spiteri and Donald LaCoss, eds. (Ashgate Press, UK, 2003).

“*Le numéro Barbette: Photography and the Politics of Embodiment in interwar Paris*,” in *The Modern Woman Revisited*, Whitney Chadwick and Tirza True Latimer, eds.

(Rutgers University Press, 2003).

“Teaching Feminist Art: a survey,” *Documents* (Winter 2000). (Guest editor, contributor)

“The Aesthetics of Dismemberment: Surrealism and the Musée du Val-de-Grâce in 1917,” *Cultural Critique* 46 (Fall 2000): 45-79.

“Lee Miller’s Photographic Impersonations, 1930-1945,” *History of Photography* 18 (Autumn 1994): 230-241.

#### Other Publications:

“Modernism, Essentialism, and ‘Racial Art’ in America,” Review of Jacqueline Francis *Making Race: Modernism and ‘Racial Art’ in America* (University of Washington Press, 2012) and ShiPu Wang, *Becoming American? The Art and Identity Crisis of Yasuo Kuniyoshi* (University of Hawaii Press, 2011), *Art Journal* 72, no. 3 (Fall 2013): 85-88.

“Refashioning Surrealism: The Early Art of Dorothea Tanning,” in *Dorothea Tanning: Beyond the Esplanade*, Exhibition Catalogue, Frey/Norris Gallery, San Francisco, CA. 2010.

Object Narrative on a work by Isamu Noguchi, in *Art at Colby: Celebrating the Fiftieth Anniversary of the Colby College Museum of Art* (Colby College Museum of Art/ DAP Publishers, 2009).

Review of Therese Lichtenstein, *Twilight Visions: Surrealism and Paris* (UC Press, 2009) for H-France, an on-line arm of the Society for French Historical Studies. Published January 2011 on-line at [www.h-france.net](http://www.h-france.net)

#### Manuscripts in Progress:

“Paul Williams’ ‘Memorial to the Unknown Sailor, 1952’”

“Wait, Don’t Shoot: Faith Wilding and Chris Burden in Los Angeles, c. 1972”

*Exquisite Dreams: The Art and Life of Dorothea Tanning* (monograph).

Under advance contract with Reaktion Press (London); distributed in the US by University of Chicago Press.

#### ACADEMIC CONFERENCE PAPERS AND LECTURES

“Isamu Noguchi, Artistic Activism, and Japanese American Internment,” Sawyer Seminar on Documenting War: Japanese Internment in Visual Culture, UC Irvine, October 14, 2016.

“Isamu Noguchi, Asian America, and Artistic Identity in Postwar New York,” Charles C. Eldredge Prize Lecture, Smithsonian American Art Museum, January

27, 2016.

ACADEMIC CONFERENCE PAPERS AND LECTURES, CONT.

“Isamu Noguchi and Japanese American Internment,” 2015 Wong Forum on Art and the Immigrant Experience, U.C. Riverside, May 1, 2015.

“How to Photograph a Revolution?: Gilles Peress’s *Telex:Iran*,” Visual Activism Conference (International Association of Visual Culture/SFMOMA), San Francisco, March 14-15, 2014.

Respondent, Japanese Arts and Globalization Group Conference: “Commensurable Distinctions: Intercultural Negotiations of Modern and Contemporary Japanese Visual Culture,” February 1, 2014.

Invited Keynote Speaker, Conference on “Man in Crisis? Modern Masculinity as Image,” University of Potsdam, and Berlin Museum of Photography, Berlin and Potsdam, Germany. May 16-18, 2013.

“From Pearl Harbor to Paradise: Narrating the Pacific War in post-war Honolulu,” Pacific Ancient Modern Language Association, Honolulu, HI, November 2010.

Work in Progress on Isamu Noguchi, Department of Art History, Rutgers University. *Lecture Topic:* Noguchi’s Stainless Steel *AP Mural* at Rockefeller Center (1940), February 2010.

“Reimagining the Modern War Memorial: Honolulu’s Drive-By Memorial to the War in the Pacific,” Southwest / Texas Popular Culture and American Culture Association Annual Meeting, February 2010.

Position Paper (Theoretical/Historical) and Work in Progress Paper entitled “Uncommon Desires: Childhood Sexuality and anti-Maternalism in the work of Dorothea Tanning”. Invited participant for scholarly seminar on “Surrealism and Alternative Sexualities,” Radcliffe Institute of Advanced Study, Harvard University, July 22-25, 2009.

“Anxiety, Sexuality, Photography, and Film: Rethinking Surrealist Technologies,” invited lecture for scholarly Seminar, “Around Surrealism,” Statens Museum fur Kunst / Louisiana Museum, Copenhagen, Denmark, May 12-13, 2009.

Visiting Scholar, Art History Dept., University of Colorado, Boulder, March 2-4, 2009.

“Remembering the Unknown Sailor in Honolulu: Paul Williams’ Pacific War Memorial Design of 1952,” Panel on “Paul R. Williams: African American Architect to the Stars,” College Art Association Conference, Los Angeles, February 2009.

“Isamu Noguchi in New York, 1946-1949,” paper for MSA Scholarly Seminar entitled “Borders of European Modernism,” *Modernist Studies*

Association Conference, Long Beach, CA, November 1, 2007.

“Pictures of Saints and Discourses of Race: Lee Miller’s Modernist Portraiture in 1934,” at Scholarly Symposium “Working Girls: Womens’ Cultural Production during the Interwar Years,” held at Univ. of SF and St.Mary’s College, 2007.

“Making Sculpture, Interrogating Labor: Isamu Noguchi in New York, 1938-1940,” invited lecture as 2007-2008 Dorothy Liskey Wampler Eminent Professor, James Madison University, Harrisonburg, VA, October 11, 2007.

“She Sees, He Sees: Looking at Picasso’s *Crucifixion with Minotaur* (1930),” Paper Response, Picasso Symposium, University of California, Berkeley, March 2-3, 2007.

“Picasso’s First Minotaur,” Symposium, Los Angeles County Museum of Art, 1/2007.

“Landscape, Nation, and Sculptural Labor in Isamu Noguchi’s *Monument to the Plow* (1933-34),” American Studies Association Conference, Washington DC, November 2005.

“Spectacles of Revolution: Reading Gilles Peress’ *Telex: Iran in Context*,” Panel on “Art/War/Empire,” College Art Association Conference, Atlanta, February 2005.

“Isamu Noguchi and the Politics of Abstraction in the 1940s,” invited lecture, Norton Simon Museum of Art, September 26, 2003.

Session Co-Chair, “Photojournalism, Mass Media, and the Politics of Spectacle,” College Art Association Conference, New York, February 2003.

“Isamu Noguchi, Sculptural Abstraction, and the Politics of Japanese American Internment,” College Art Association Conference, Philadelphia, February 2002.

“Isamu Noguchi and the Politics of Japanese American Internment,” Race in the Humanities Conference, University of Wisconsin, La Crosse, November 2001.

“Modernism and Masculinity,” paper for seminar on “Modernism and Masculinity,” Modernist Studies Association Conference, Rice University, Houston, 2001.

“Traumatic Reproductions: Andy Warhol, Gerhard Richter and Cultural Memory,” Cultural Trauma/Cultural Memory Series, Occidental College, October 2001.

“Isamu Noguchi and the Politics of Japanese American Internment,” Cultural Trauma/Cultural Memory Series, Occidental College, September 2001.

“Picasso’s Hysteria,” Works in Progress Series, Getty Research Institute, Los Angeles, CA, November 2000.

“Man Ray, Kertész and the Deconstruction of Masculinity,” SECAC Conference,

Louisville, KY, October 2000.

“*Le numéro* Barbette: Photography and the Politics of Embodiment in Interwar France,” Modern Woman Revisited Symposium, University Art Museum, Berkeley and Stanford University, October 2000.

“Richard Serra and Urban Metaphor: From *Tilted Arc* to *Torqued Ellipses*,” Intellectual Life Series, Occidental College, March 2000.

“Wait, Don’t Shoot,” Feminist Art and Art History Conference, Barnard College, NY, October 1999.

“Isamu Noguchi’s Abstraction,” invited lecture, Art History Department, University of Southern California, Los Angeles, October 1999.

“Collecting Trauma: Surrealism and the Musée du Val-de-Grâce in 1917,” College Art Association Conference, Boston, MA, February 1996.

#### OTHER PROFESSIONAL ACTIVITIES

Interviewee for Video Documentary segment on Isamu Noguchi, “Masters of Modern Design: the Japanese American Experience” (2019) produced by the Japanese American National Museum and KCET Artbound (2018/19)  
<https://www.kcet.org/shows/artbound/episodes/masters-of-modern-design-the-art-of-the-japanese-american-experience>

Invited speaker, regarding my book *Isamu Noguchi’s Modernism*, Isamu Noguchi Garden Museum, Long Island City, NY. December 2013.

Invited speaker, “Isamu Noguchi and Racial Art in America,” Brown University, Depts of History and Art History, December 2013.

Invited Keynote Speaker, Art History Department Graduation, University of California, Berkeley. May 2012.

Invited by Prof. Geoff White, Prof. of Anthropology at the University of Hawai’i, Manoa as a Scholarly participant in an NEH Seminar – Workshop entitled “Pearl Harbor: History, Memory, Memorial,” [for middle and high school teachers], at the East-West Center, Honolulu, HI, August 1-7, 2009.

Peer Reviewer for Book Manuscripts: University of Hawai’i Press (2007); University of California Press (2008); Getty Research Institute (2008-declined); MIT Press (2009); Wayne State University (2014); University of California Press (2019)

External Department Reviewer, Art Department, Scripps College, 2008; Art Department, Whittier College, 2012; Art History Program, Woodbury University, 2013; Art

Department, California State University, Channel Islands, 2016;  
External Reviewer for Tenure and Promotion: University of Utah (2006);  
Scripps College (2007); Bucknell University (2008); Pomona College (2008);  
Pennsylvania State University, Burks (2009); UC Merced (2017); Univ. of British  
Columbia and Smith College (2019).

Peer Reviewer for Terra Foundation for American Art Fellowships (2020)

Peer Reviewer for National Endowment for the Humanities (Art and Architectural  
History), July 2006.

Peer Reviewer for Journals: *Art Bulletin*, September 2003; *American Art*, Spring  
2014; *Art Journal* (2020).

External Reader for Ph.D. Dissertation, McGill University, Department of Art History,  
(Summer 2014).

Advisory Board Member, Pomona College Museum of Art, Claremont, CA, 2004-12

Co-Organizer, Cultural Trauma/Cultural Memory Lecture Series,  
Occidental College, Los Angeles, Fall 2001.

Chair & Founder, Photography Working Group, Townsend Center for the Humanities,  
University of California, Berkeley, 1998-1999.

Member, College Art Association; American Studies Association; Art Historians of  
American Art; Modernist Studies Association; Society of Architectural  
Historians.

LANGUAGES: French, Italian.

REFERENCES: Upon request.



**Applicant: Jim Vitale**

**James V. Vitale, AIA, LEED AP, CASp, RCI**

[REDACTED] . Altadena, CA . 91001 . T: [REDACTED] . E: jvitale1@gmail.com

[nwinslow@altadenalibrary.org](mailto:nwinslow@altadenalibrary.org)

Ms Nikki Winslow, District Director

Altadena Library District

January 19, 2021

Re: Applicant: Community Facilities District Committee (CFD) Statement of Interest

As a long time resident of Altadena, a past vice president of Christmas Tree Lane and it and the Library Santa Claus; pro-bono architect of the ADA survey of the Lucas and main branch, certified ADA coordinator, board member of the American Construction Inspectors Association (ACIA), member Pasadena chapter of the AIA, past member and chairman of the past 2 PUSD bond oversight committees, retired professor at Mt San Antonio College and a Division of State Architect senior architect – access compliance for the Los Angeles Region; I believe you will find me to be qualified by education, experience and certification as indicated in my resume.

Having been a member of the previous architect selection committee and a participant on the budget committee, I understand the scope of responsibilities related to the bond funds and the long term benefits to be achieved by its implementation. Critical to this is the inclusion of a practicing professional architect, together with other committee members to review, comment and observe each contractual provision of this project.

Respectfully Submitted,

James V. Vitale, AIA, LEED AP, CASp, RCI



## **James V. Vitale, AIA, LEED AP, RCI, FACIA, CASp 007**

Altadena, CA 91001 + + jvitale1@gmail.com

### **SUMMARY OF PROFESSIONAL QUALIFICATIONS – 1970 to Date**

Mr. Vitale, Senior Architect – Access Compliance, Division of State Architect and retired Adjunct Professor of Construction Technology – Mount San Antonio College; an alumni of Pierce College, Cal Poly San Luis Obispo, Cal Poly Pomona and UCLA, is a licensed architect – C20030, with professional certifications as a LEED AP, Registered Construction Inspector (RCI) and Certified Access Specialist #007, a curriculum development specialist, expert witness in Federal and Superior courts, author and lecturer.

After a thirty five year career in the private sector and as an access consultant to DSA 2002 - 06 , he joined the Division of the State Architect (DSA) as an Associate Architect in 2006 to assist in the development of the implementing regulations for SB1608, the Certified Access Specialist program (CASp) following his appointment by the State Architect as a subject matter expert (SME) to assist in the development of the CASp program and examination.

In 2007 Mr. Vitale was appointed Senior Architect, Access Compliance Section to the then newly opened Riverside satellite office of the San Diego Regional office of DSA. Additional activities in support of DSA services have included serving as a syllabus developer and trainer for the DSA Academy and a (SME) to the CASp examination team.

In 2011 Mr. Vitale served a one year term as founding Executive Director of the California Commission on Disability Access (CCDA) during the passing of SB1186, returning to the Los Angeles Regional Office of DSA in 2012 as a Senior Architect – Access Compliance.

His ADA advocacy and access work includes conducting CAB mandatory license renewal CEU classes on accessibility and representing the disabled community as an expert witness in Federal Court; he has and continues to perform surveys of Title II and III sites of varying size and complexity for access compliance, leading to many negotiated resolutions of alleged barrier claims on behalf of both plaintiffs and defendants.

PUSD Measure Y Bond Project Architect 2001 - 2005: Sierra Madre ES, Cleveland ES and misc. playgrounds

PUSD Measure TT Bond Oversight Committee 2017 – 2019 (Chairman 2019)

Bro-bono ADA assessment services and fund raising for Bob Lucas Memorial Branch and Main Library

Main Library need assessment committee participant



**BOARD OF LIBRARY TRUSTEES  
MUNICIPAL ADVISORY AND BOND COUNSEL RFPs STAFF REPORT**

**DEPARTMENT:** Administration

**MEETING DATE:** February 22, 2021

**PREPARED BY:** Nikki Winslow

**LOCATION:** Virtual Meeting

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**TITLE:** Review and Approval of RFPs for Municipal Advisory Services and Bond Counsel Services

**BACKGROUND:**

The CFD Committee met on January 7, 2021 to review the next steps to set up the Community Facilities District and continue the bond issuance process. Based on research and informational interviews with experts in the field by District Director Winslow and members of the CFD Committee, it was decided to move forward with drafting Requests for Proposals (RFPs) to hire:

- Municipal Advisory Services
- Bond and Disclosure Counsel Services

These RFPs were drafted and revised by District Director Winslow and Administrative Services Manager Nicole Fabry after reviewing many similar RFPs from other agencies. Members of the CFD Committee also reviewed them to provide initial feedback. The Municipal Advisory Services RFP was also reviewed by our General Counsel, BB & K.

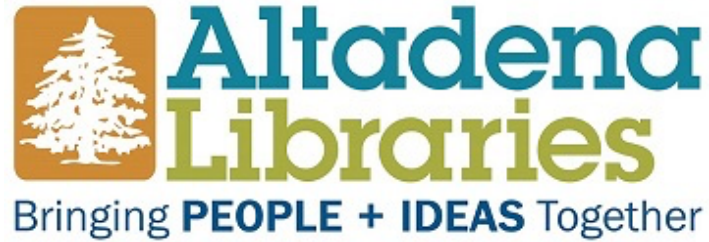
The CFD Committee were presented these final drafts of the RFP at their meeting on February 10, 2021 and approved them to be presented to the full Board of Trustees for review and approval at their February 22, 2021 meeting. If approved by the full Board, both RFPs will be posted on February 23, 2021, with a closing date of April 1, 2021.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Staff recommends that the Board of Trustees review and approve the RFPs to hire Municipal Advisory Services and Bond and Disclosure Counsel Services.



**REQUEST FOR PROPOSALS  
Municipal Advisory Services  
Altadena Library District**

**REP ISSUE DATE**      February 23, 2021

**CONTACT**              Nikki Winslow, District Director  
Email: [nwinslow@altadenalibrary.org](mailto:nwinslow@altadenalibrary.org)  
Phone Number: 626-798-0833 x 103

**PROPOSAL DUE**      April 1, 2021 by 5:00 PM

All proposals must be submitted at: <https://www.bidnetdirect.com/california/ald>.

**BID CONTENTS**

Section I	Purpose of Request for Proposals and General Terms and Conditions
Section II	Schedule of Events
Section III	Proposer Qualifications
Section IV	Scope of Work
Section V	Evaluation and Award Criteria
Section VI	Proposal Instructions, Format, and Submittal Requirements
Section VII	Cost Sheet

Attachment A    Professional Services Agreement Sample

Note: This bid does not constitute an order for the goods or services specified.

**SECTION I**  
**PURPOSE OF REQUEST FOR PROPOSAL**  
**AND GENERAL TERMS AND CONDITIONS**

**1.0 PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The Altadena Library District formed the Altadena Library District Community Facilities District No. 2020-1 in November 2020 and is currently seeking proposals from interested, highly qualified and experienced firms to provide Municipal Advisory services to the Altadena Library District in order to assist with the issuance of bonds by the community facilities district. The CFD No. 2020-1 is authorized to issue up to \$24 million in bonds.

**1.1 QUESTIONS REGARDING THE RFP**

Any questions, interpretations or clarifications, either administrative or technical, about this RFP must be requested in writing prior to the date indicated in Section II. All pertinent questions will be answered in writing and conveyed to all Proposers. Oral statements concerning the meaning or intent of the contents of this RFP by any person is unauthorized and invalid. **All questions either technical, commercial or contractual in nature shall be directed to:** Nikki Winslow, Altadena Library District Director at [nwinslow@altadenalibrary.org](mailto:nwinslow@altadenalibrary.org).

**1.2 ERRORS AND OMISSIONS**

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its attachments, they shall immediately notify Altadena Library District of such error in writing and request modification or clarification of the document. Modifications will be made by addenda. Clarifications will be given by written notice to all parties who have been furnished or who have requested an RFP for proposing purposes, without divulging the source of the request for same.

If a Proposer fails to notify Altadena Library District prior to the date fixed for submission of proposals of an error in the RFP known to them, or an error that reasonably should have been known to them, and if awarded the contract, the Proposer will not be entitled to additional compensation or time by reason of the error or its later correction.

**1.3 ADDENDA**

The Altadena Library District may modify this RFP, any of its key action dates, or any of its attachments. Addenda will be numbered consecutively as a suffix to the RFP Reference Number. It is the Proposer's responsibility to ensure they have incorporated all addenda. Failure to acknowledge and incorporate addenda will not relieve the Proposer of the responsibility to meet all terms and conditions of the RFP and any subsequent addenda.

**1.4 SUBMISSION OF PROPOSAL**

Proposals will be accepted on or before the date and time indicated in the Schedule of Events, Section II, in accordance with Section VI, Proposal Instructions and Format.

**1.5 PROPOSER'S COST**

Costs for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to the Altadena Library District.

**1.6 EXCEPTIONS**

If a Bidder takes exception to any part of these specifications as written, or as amended by any addenda subsequently issued, or the Agreement, they must do so in writing. Said exceptions must be submitted with the proposal. Failure to do so will be construed as acceptance of all items of the specification and the Agreement.

**1.7 DELIVERY OF PROPOSALS**

All proposals must be submitted at: <https://www.bidnetdirect.com/california/ald> by not later than **April 1, 2021 at 5:00pm**. The Altadena Library District assumes no responsibility for delay in delivery. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

**1.8 PROPOSALS BECOME THE PROPERTY OF ALTADENA LIBRARY DISTRICT**

Proposals become the property of Altadena Library District and information contained therein shall become public property subject to disclosure laws after Notice of Intent to Award. Altadena Library District reserves the right to make use of any information or ideas contained in the proposal.

**1.9 CONFIDENTIAL MATERIAL**

Proposer must notify Altadena Library District in advance of any proprietary or confidential material contained in the proposal and provide justification for not making such material public. Altadena Library District shall have sole discretion to disclose or not disclose such material subject to any protective order which Proposer may obtain.

**1.10 REJECTION OF PROPOSALS**

Altadena Library District may reject any or all proposals and may waive any deviation in a proposal. Altadena Library District's waiver of a defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the specifications if they are awarded the contract. Proposals referring to terms and conditions other than Altadena Library District's terms and conditions may be rejected as being non-responsive.

Altadena Library District may make investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to Altadena Library District all such information and data for this purpose as requested by Altadena Library District. Altadena Library District reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy Altadena Library District that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work specified.

**1.11 CANCELLATION**

This solicitation does not obligate the Altadena Library District to enter into an agreement. Altadena Library District retains the right to cancel this RFP at any time. No obligation, either expressed or implied, exists on the part of the Altadena Library District to make an award or to pay any cost incurred in the preparation or submission of a proposal.

## 1.12 **INSURANCE REQUIREMENTS**

The Altadena Library District requires a certificate of insurance prior to commencement of any work. An underwriter's endorsement is also required with additional insured verbiage.

**Commercial General Liability (CGL):** Insurance written on an occurrence basis to protect Proposer and the Altadena Library District against liability or claims of liability which may arise out of this order in the amount of One million (\$1,000,000) per occurrence and subject to an annual aggregate of One million (\$1,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**Vehicle Liability Insurance:** Proposer shall also procure and shall maintain during the term of this order vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than \$1,000,000 for each accident, and property damage insurance in an amount of not less than \$1,000,000.

**Workers' Compensation Insurance:** For all of Proposer's employees who are subject to this order and to the extent required by applicable state or federal law, Proposer's shall keep in full force and effect a Workers' Compensation policy. That policy shall provide a minimum of One million (\$1,000,000) of employers' liability coverage, and Proposer shall provide an endorsement that the insurer waives the right of subrogation against the Altadena Library District and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against the Altadena Library District by a bona fide employee of Proposer participating under this Agreement, Proposer agrees to defend and indemnify the Altadena Library District from such claim.

**Professional Liability:** For all of Proposer's employees who are subject to this order, Proposer shall keep in full force and effect Professional Liability coverage for professional liability with a limit of One Million (\$1,000,000) per claim and One Million (\$1,000,000) annual aggregate. Proposer shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the services under the Agreement; and (2) the policy will be maintained in force for a period of time defined above, there will be no changes or endorsements to the policy that increase the District's exposure to loss.

## 1.13 **DISPUTES/PROTESTS**

The Altadena Library District encourages Proposers to resolve issues regarding the requirements or the procurement process through written correspondence and discussions during the period in which clarifying addenda may be issued. The Altadena Library District wishes to foster cooperative relationships and to reach a fair agreement in a timely manner.

Proposers filing a protest must do so within five (5) calendar days after Notice of Intent to Award. The protesting Proposer shall submit a full and complete written statement detailing the facts in support of the protest. Protest must be sent by certified or registered mail or delivered in person to the District Director, or designee.

The Altadena Library District will provide a decision on the matter. The decision must be in writing and sent by certified or registered mail, faxed, or delivered in person to the protesting Proposer. The decision of Altadena Library District is final.

**1.14 AWARD CRITERIA**

Award, if any, will be to the Proposer whose proposal, in the sole discretion of the Altadena Library District, will best meet the needs of the Altadena Library District. Evaluation methodology and basis for award are described in Section V – Evaluation and Award Criteria.

**1.15 TERM OF THE AGREEMENT**

The period of services shall be three years with the option to renew for two additional, one year periods. Annual renewals shall be automatic and based on satisfactory performance of service and unless terminated by either party with thirty (30) days written notice prior to the expiration of each annual renewal. In addition, the District shall have the right to terminate for convenience upon (90) days written notice.

**1.16 CONTRACTUAL DOCUMENTS**

In the event of a conflict between documents the following order of precedence shall apply:

1. Altadena Library District Agreement
2. Altadena Library District Request for Proposal
3. Proposer's Proposal

**1.17 EXECUTION OF THE AGREEMENT**

The Agreement shall be signed by the Proposer and returned, along with the required attachments to the Altadena Library District within 10 working days. The period for execution may be changed by mutual agreement of the parties. Agreements are not effective until approved by the appropriate Altadena Library District officials. Any work performed prior to receipt of a fully executed Agreement shall be at Proposer's own risk.

**1.18 FAILURE TO EXECUTE THE AGREEMENT**

Failure to execute the Agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the successful Proposer refuses or fails to execute the Agreement, the Altadena Library District may award the Agreement to another Proposer.

**1.19 NON-ENDORSEMENT**

If a proposal is accepted, the Proposer shall not issue any news releases or other statements pertaining to the award or servicing of the agreement which state or imply Altadena Library District endorsement of Proposer's services.

**1.20 CONFLICT OF INTEREST**

The District may require a Statement of Economic Interests (Form 700) to be filed by any proposer who is involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any District financial interest [reference Government Code § 82019].

The District reserves the right to prohibit participation by the proposer in submitting a proposal for or providing services, goods or supplies, or any other related action, which is required, suggested or otherwise deemed appropriate in the end product of this contract.

**SECTION II  
SCHEDULE OF EVENTS**

Release of Request for Proposal	February 23, 2021
Last Day for Submission of Questions	March 12, 2021
District Response to Questions	March 16, 2021
Deadline for Receipt of Proposals	April 1, 2021 @ 5:00pm PST
Evaluation	April 7, 2021
Optional Interview if Required	April 14, 2021 by appointment
Selection presented to Board of Trustees	April 26, 2021
Tentative Start Date	May 1, 2021

\*NOTE: The dates subsequent to receipt of proposal may be adjusted without further notice.



**SECTION III  
PROPOSER QUALIFICATIONS**

- 3.0** In addition to meeting all other requirements of this RFP, all responding Proposers shall furnish verifiable evidence that their firm and personnel, at a minimum, meet the following qualifications.
- a.** Proposer must be registered with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB).
  - b.** Proposer must have a business license from Los Angeles County prior to execution of the Agreement.
  - c.** Proposer has completed at least five (5) similar contracts within the last five (5) years.
  - d.** Proposer must provide a list of other governmental agencies in California for which the firm is presently under contract. The District reserves the right to contact any or all of the listed agencies regarding the municipal advisory services performed by Proposer.
  - e.** Proposer must describe access to sources of current market information. If sources are proprietary and confidential, then the Proposer may submit the response in an attachment marked "CONFIDENTIAL".
  - f.** Proposer must demonstrate familiarity with Government Finance Officers Association (GFOA) Best Practices relating to the services requested.

## **SECTION IV SCOPE OF WORK**

### **4.0 THE COMMUNITY**

Altadena Library District (the District) is a small public agency organized under the Education Code of the State of California. A California Special District, The District is a public library system that operates two libraries serving the approximately 43,000 residents of Altadena. The District collaborates with its community to create environments for learning and inspiration, serves as a community center, and brings residents together to share the unique history of Altadena and the San Gabriel Valley.

### **4.1 SCOPE OF WORK**

The scope of services is to provide municipal advisory services on an as-needed basis, and may include services related to the issuance of bonds, and formation and maintenance, and dissolution of community facilities districts. Services, although not all-inclusive, may include:

1. Provide advice on the financing of debt, including an evaluation of the most cost effective and appropriate financing for projects under consideration.
2. Identify debt strategy alternatives, including debt restructuring options, and recommend debt issuance strategies for both timing and structure of debt issuance.
3. Assist with the formation of a financing team, including the underwriter, bond/disclosure counsel, appraiser, trustee, special tax consultant, and absorption study consultant, to complete the necessary procedures for the issuance of bonds for a community facilities district.
4. Schedule and coordinate, with bond counsel, the debt issuance process.
5. Assist in evaluating potential underwriters for a negotiable sale, direct placement or define the process for a competitive sale.
6. With respect to bond financings, assist the District's financing team in sizing and structuring of the sale done on a competitive or negotiated basis, prepare credit presentations, determine the maturity schedule, establish syndicate and closing procedures, and any other matters which may assist the District in obtaining the lowest practical interest cost and the widest competition for purchase of its obligations.
7. Assist bond/disclosure counsel in the preparation of the official statement.
8. Attend meetings with staff, District Board of Trustees, developers, underwriters, and others related to potential bond issues as needed.
9. Be available on a regular, sometimes same day basis for consultations with District staff.
10. Provide other financial advisory services as requested.

### **4.2 MEETINGS**

Consultant will attend meetings requested by and or approved by the District on an hourly basis with an estimated ten (10) hours at the principal rate.

**4.3 PAYMENT OF INVOICE**

Payment shall be made monthly upon the receipt and acceptance of an invoice and a detailed time log of work performed. The time log shall indicate the on-site and off-site service hours performed by date, deliverable and the name of the individual performing the services. The Proposer shall not be reimbursed for any travel or per diem expenses. All other expenses shall be approved by the District before they are incurred.

## SECTION V EVALUATION AND AWARD CRITERIA

### 5.0 **EVALUATION METHOD**

All proposals shall be reviewed to verify that the Proposer has met the minimum requirements. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the General Terms and Conditions, may be eliminated from further consideration. Proposals will be reviewed and evaluated by an evaluation committee comprised of Altadena Library District personnel. Award will be made in the best interest of the Altadena Library District.

### 5.1 **EVALUATION CRITERIA**

Evaluation and award will be based on factors that are not limited to acquisition cost. These factors may include, but are not limited to:

- a. Experience/Past Performance/References** - Consideration will be given based upon the firm's experience, years in business, past and current client references; technical expertise and professional competence in areas directly related to this RFP; number of years of experience in performing similar work in performing financial advisory services for municipalities in California concerning issuance of bonds and bond issuance related to the formation, maintenance, and dissolution of community facilities districts. Proposer shall include five (5) external client references from clients who received similar services to those proposed for this solicitation.
- b. Personnel** - Proposer shall submit resumes of all primary professional staff members who will be performing services under the contract. Proposer should demonstrate that all key personnel have been successfully involved with projects of similar scope and magnitude.
- c. Proposer Qualifications** - This category will evaluate the proposer's ability to take upon itself the responsibilities set forth in the Scope of Work and produce the required outcome in a timely manner. Consideration will be given for the overall quality of the proposal, including a demonstrated understanding of the purpose, scope and objective of the services to be performed. It is the intention of the Altadena Library District to award a contract to the Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience and ability to enable the Proposer to execute the work successfully and properly, and to complete services in a timely manner. To determine the degree of responsibility to be credited to the Proposer, the Altadena Library District will weigh the evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.
- d. Total Cost** - As reflected herein, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the District. After evaluating the proposals and discussing them further with the finalists or the tentatively selected Proposer, the District reserves the right to further negotiate the proposed work and/or method and amount of compensation.

- e. Non-Discrimination** - The Altadena Library District hereby notifies all proposers that it will affirmatively ensure that minority, women-owned and local business enterprises will be afforded full opportunity and consideration when submitting proposals in response to this invitation when reviewing the plans for award of contract. The District does not discriminate in regard to actual or perceived characteristic of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, gender, gender identity or expression, age, physical or mental disability, medical condition, marital status, citizenship status, military or veteran status, or other bases protected by state or federal law.
- f. Optional Interview** - in the event the District decides that interviews are necessary, Proposers who are finalists will be notified as promptly as possible. Each interview will consist of either an in-person or virtual presentation of no longer than one (1) hour. Notice of confirmation of the interview date/time will be given by telephone or in writing.

**SECTION VI  
PROPOSAL INSTRUCTIONS AND FORMAT**

**6.0 INTRODUCTION**

To be considered responsive to this RFP, Proposer must submit proposals in the format identified in this section. All requirements and questions in the RFP must be addressed and all requested data must be supplied. The Altadena Library District reserves the right to request additional information that, in District's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to contract.

**6.1 DELIVERY OF PROPOSALS**

The Proposer must submit their proposal through the online portal at: <https://www.bidnetdirect.com/california/ald> by the established deadline.

**6.2 PREPARATION**

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform work of this type.

**6.3 PROPOSAL FORMAT**

Proposals shall adhere to the following format for organization and content. Proposals must be divided into the individual sections listed below, indexed, and tabbed.

- a. Cover Letter** - The cover letter shall include a statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter should include a brief summary of Proposers' qualifications and Proposers' willingness to enter into a contract under the terms and conditions prescribed by the Altadena Library District Professional Services Agreement. Any and all exceptions to the RFP must be listed on an item by- item basis and cross-referenced with the RFP document. If there are no exceptions, Proposer must expressly state that no exceptions are taken. The letter should be signed by an individual who can bind the Proposer contractually.
- b. Table of Contents** - The table of contents shall identify the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

## **6.4 PROPOSAL CONTENT**

### **a. SECTION I – EXPERIENCE**

This section shall contain a general overview of the proposer's qualifications and shall include, but not be limited to, the following information:

- 1) Company name, address, telephone number, and authorized representative(s).
- 2) Identify the number of years of experience in providing municipal advisory services, similar in size and scope to that requested in the RFP.
- 3) Proposer References: Provide five (5) client references for which the proposer has provided similar services. References shall include date and description of service, project location, completion dates, organization's name, contact person, title, address, and telephone number.
- 4) Proposer shall describe the role of the municipal advisory department in the firm and attach a copy of the firm's most recent registration statement filed with the Municipal Securities and Exchange Form MA-T.
- 5) List all disciplinary actions, administrative proceedings, malpractice claims or other like proceedings against your firm or any of its personnel relating to your firm's services as financial advisor, whether current, pending, or occurring in the last five (5) years. Please indicate disposition of each claim.

### **b. SECTION II – PERSONNEL**

Proposer shall provide the names, proposed roles, background and experience, office location and availability of personnel that would work on the District's account, and specifically identify the primary person(s) who will be responsible for managing the relationship with the District. Identify who will provide any computer financial analysis services.

### **c. SECTION III – QUALIFICATIONS**

Proposer shall provide a clear understanding of the services required by the District in response to Section IV - Scope of Work. Does the Proposer have the character, integrity, reputation, judgment, experience, and efficiency required by the contract? Has the Proposer performed satisfactorily in previous contracts of similar size and scope, or otherwise demonstrated its capability to perform the contract the District seeks to establish through this RFP?

### **d. SECTION IV – COST SECTION**

Proposer is expected to quote a firm, fixed, fully-loaded hourly rate for the services identified in Section IV Scope of Work, subject to a fee cap for each series of bonds. All costs associated with the services of this contract must be identified on the Cost Sheet (Section VII). The hourly rate will include travel to and from the off-site workplace to the on-site workplace. Projected hours for completion of the project shall also be included. For each bond issue proposed, Proposer shall present a budget to be approved by District staff. Additionally, include a fee schedule for possible additional services. The completed Cost Sheet shall be signed and submitted.

**SECTION VII  
COST SHEET**

**7.0 INTRODUCTION**

Proposer shall complete cost sheet to include all costs, including travel and per diem in accordance with the Scope of Work defined in Section IV. Proposer will submit detailed cost sheets on reimbursable costs, as back up to this summary page; however, total costs must be reflected on this summary page.

**Proposer shall also include a Fee Schedule for additional services that may be requested.**

**7.1 COST FOR SCOPE OF WORK, SECTION IV**

**a. Fee Schedule For Municipal Advisor Services For Term Of Contract**

Position	Hourly Rate				
	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year

**b. Identify costs cap for each series of bonds, and whether such amount is subject to annual adjustment.**

This proposal submitted by: \_\_\_\_\_  
Company Name

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Business License Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_



## PROFESSIONAL SERVICES AGREEMENT - **SAMPLE**

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into this \_\_\_day of \_\_\_\_\_202\_, (the “Effective Date”) by and between the Altadena Library District, a California Public Utilities District (“District”), and \_\_\_\_\_ (“Consultant”). District and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties.”

### RECITALS

A. District has determined that consultant services are required for \_\_\_\_\_ (the “Project”).

B. Consultant has submitted a proposal to District that includes a scope of proposed consultant services, attached hereto and incorporated herein by this reference, and described more fully in **Exhibit A** (“Services”).

C. Consultant represents that it is qualified, willing and able to provide the Services to District, and that it will perform Services related to the Project according to the rate schedule included in the scope of proposed consultant services attached hereto and incorporated herein as **Exhibit B** (the “Rates”).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

### AGREEMENT

**1. Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 20 of this Agreement, Section 1 through 20 shall prevail.

**2. Consulting Services.** Consultant agrees, during the term of this Agreement, to perform the Services for District in connection with the Project. Any request for services in addition to the Services described in **Exhibit A** will be considered a request for additional consulting services and not compensated unless the Parties otherwise agree in writing. No subcontract shall be awarded or an outside consultant engaged by Consultant unless prior written approval is obtained from District.

**3. Compensation.** District shall pay Consultant according to the fee schedule set forth in **Exhibit B** for a time and materials cost not to exceed \_\_\_\_\_, as full remuneration for the performance of the Services. Consultant agrees to maintain a log of time spent in connection with performing the Services. On a monthly basis, Consultant shall provide District, in reasonable and understandable detail, a description of the Services rendered pursuant to the Agreement and in accordance with the Rates. If the work is satisfactorily completed, District shall pay such invoice within thirty (30) days of its receipt. If District disputes any portion of any invoice, District shall

pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

**4. Additional Work and Compensation.** Any additional services approved and performed pursuant to this Agreement shall be designated as “Additional Services” and shall identify the number of the authorized change order, where applicable, on all invoices. If changes in the work seem merited by Consultant or the District, and informal consultations with the other Party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

**5. Term.** This Agreement shall become effective on the Effective Date and will continue in effect for five (5) years, unless terminated earlier as provided in Section 6 or 7 below (the “Term”).

**6. Termination.** District may terminate this Agreement prior to the expiration of the Term (“Termination”), without cause or reason, by providing Consultant fourteen (14) days’ notice in writing of District’s desire to terminate this Agreement (the “Termination Notice”). Upon receipt of a Termination Notice, Consultant shall immediately cease performing the Services. Consultant will be entitled to compensation, as of the date Consultant receives the Termination Notice, only for Services actually performed.

**7. Termination for Cause.** Notwithstanding Section 6 above, this Agreement may be terminated by District for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Consultant’s malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve District from compensating Consultant.

**8. Confidential Information.** Consultant understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District (“Confidential Information”).

Consultant shall not, unless required by law, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of District. If District gives Consultant written authorization to make any such disclosure, Consultant shall do so only within the limits and to the extent of that authorization. Such authorization does not guarantee that the District will grant any further disclosure of Confidential Information. Consultant may be directed or advised by the District’s General Counsel on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project, and in such event, Consultant agrees that it will treat all communications between the District’s General Counsel and itself, its employees and its subcontractors as Confidential Information and subject to

the restrictions of this Section.

**9. Performance by Key Employee.** Consultant has represented to District that \_\_\_\_\_ (“Key Employee”) will be the person primarily responsible for the performance of the Services and all communications related to the Services. District has entered into this Agreement in reliance on that representation by Consultant. The Key Employee shall not be removed from the Project or reassigned without the prior written consent of the District.

**10. Property of District.** The following will be considered and will remain the property of District:

A. **Documents.** All reports, drawings, graphics, working papers and Confidential Information furnished by District in connection with the Services (“Documents”).

Nothing herein shall be interpreted as prohibiting or limiting District’s right to assign all or some of District’s interests in the Documents.

B. **Data.** All data collected by Consultant and produced in connection with the Services including, but not limited to, drawings, plans, specifications, models, flow diagrams, visual aids, calculations, and other materials (“Data”). Nothing herein shall be interpreted as prohibiting or limiting District’s right to assign all or some of District’s interests in the Data.

C. **Delivery of Documents and Data.** Consultant agrees, at its expense and in a timely manner, to return to District all Documents and Data upon the conclusion of the Term or in the event of Termination.

**11. Work Product and Intellectual Property Rights.** Consultant agrees, warrants and represents to District as follows:

A. That upon termination of this Agreement, Consultant assigns to District all intellectual property rights which may arise or have arisen from Consultant’s performance of services to District. In addition, Consultant grants District a perpetual, irrevocable, royalty-free license to the intellectual property Consultant has been contracted to create, compose, write, sketch, draw or design for District.

B. In exchange for the compensation paid under this Agreement, all works created, composed, written, sketched, drawn, or designed by Consultant under this Agreement (hereafter “Work Product”) or in previous services to District shall be owned by District.

C. Consultant will relinquish to District all original or derivative materials in all media created by Consultant pursuant to Consultant’s service to District and agrees that the fee paid includes the intellectual property and other rights to the materials as specified in this subsection.

D. All Work Product produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies or which have been made available without copyright in the public domain by District, shall be deemed solely the property

of District. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Work Product. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to District all such original Work Product in Consultant's possession or control.

E. Consultant shall be entitled to rely upon the accuracy and completeness of the information provided by District and its agents.

F. Consultant will be entitled to use documentation or representations of work undertaken for District for Consultant's own business purposes, including publication or marketing.

**12. Duties of District.** In order to permit Consultant to render the Services required hereunder, District shall, at its expense and in a timely manner:

A. Provide such information as Consultant may reasonably require to undertake or perform the Services;

B. Promptly review any and all documents and materials submitted to District by Consultant in order to avoid unreasonable delays in Consultant's performance of the Services; and

C. Promptly notify Consultant of any fault or defect in the performance of Consultant's Services hereunder.

**13. Representations of Consultant.** District relies upon the following representations by Consultant in entering into this Agreement:

A. **Qualifications.** Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses, permits and registrations required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Consultant represents and warrants to District that Consultant shall, at Consultant's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and registrations that are legally required for Consultant to practice Consultant's profession at the time the Services are rendered.

B. **Consultant Performance.** Consultant represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Consultant shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to District.

**14. Compliance with Laws and Standards.** Consultant shall insure compliance with all applicable federal, state, and local laws, ordinances, regulations and permits, including but not limited to federal, state, and county safety and health regulations. Consultant shall perform all work according to generally accepted standards within the industry. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District pertaining to the work.

**15. Independent Contractor; Subcontracting.** Consultant will employ, at its own expense, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents and employees will represent and conduct themselves as independent contractors and not as employees of District. Consultant has no authority to bind or incur any obligation on behalf of District. Except as District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever. Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by District in writing.

**16. Insurance.** Consultant and all of Consultant's contractors and subcontractors shall obtain and maintain insurance of the types and in the amounts described in this paragraph and its subparagraphs with carriers reasonably satisfactory to District.

A. **General Liability Insurance.** Consultant shall maintain occurrence version commercial general liability insurance or an equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) for each occurrence.

B. **Workers' Compensation Insurance.** Consultant shall carry workers' compensation insurance as required by the State of California under the Labor Code. Consultant shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

C. **Automobile Insurance.** Consultant shall carry automobile insurance for the vehicle(s) Consultant uses in connection with the performance of this Agreement in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

D. **Errors and Omissions Liability.** Consultant shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence or greater if appropriate for the Consultant's profession. Architects and engineers' coverage is to be endorsed to include contractual liability. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, elected and appointed councils, commissions, directors, officers, employees, agents, and



representatives (“District’s Agents”); or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration and defense expenses.

E. **Other Insurance Requirements.** Within five (5) days of the Effective Date, Consultant shall provide District with certificates of insurance for all of the policies required under this Agreement (“Certificates”), excluding the required worker’s compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Consultant shall be responsible for providing updated copies and notifying District if a policy is cancelled, suspended, reduced, or voided. With the exception of the worker’s compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days’ prior written notice to District of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name District, and District’s Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant, or automobiles owned, leased, or hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District; (c) be primary with respect to any insurance or self-insurance programs covering District or District’s Agents and any insurance or self-insurance maintained by District or District’s Agents shall be in excess of Consultant’s insurance and shall not contribute to it; (d) contain standard separation of insured provisions; and (e) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to the District.

**17. Indemnification.** To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its elected and appointed officials, officers, employees, agents, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, “Claims”) in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant’s Services, the Project, or this Agreement, including without limitation the payment of all damages, expert witness fees, attorneys’ fees and other related costs and expenses. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the District. Consultant’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, the Board of Trustees, members of the Board of Trustees, its employees, or authorized volunteers. Consultant’s indemnification obligation shall survive the expiration or earlier termination of this Agreement.

If Consultant’s obligation to defend, indemnify, and/or hold harmless arises out of Consultant’s performance as a “design professional” (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant’s indemnification obligation shall be limited to the extent which the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct

of the Consultant in the performance of the services or this Agreement, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

**18. Consequential Damages.** Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

**19. Litigation.** In the event that either Party brings an action under this Agreement for the breach or enforcement hereof, or must incur any collection expenses for any amounts due hereunder the prevailing Party in such action shall be entitled to its costs including reasonable attorney's fees, whether or not such action is prosecuted to judgment.

**20. Notices.** Any notice or communication required hereunder between District or Consultant must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices given by registered or certified mail shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt issued by the courier, or (c) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to District:

Altadena Library District  
600 E Mariposa Street  
Altadena, CA 91001  
Attention: District Director

If to Consultant:

Attention:

**21. Time of Performance.** Consultant shall perform its Services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to proceed. Consultant shall complete the Services required hereunder within Term.

**22. Delays in Performance.**

A. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety.

B. Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.

C. Notwithstanding the foregoing, the District may still terminate this Agreement in accordance with the termination provisions of this Agreement.

**23. Conflicts of Interest.** During the term of this Agreement, Consultant shall at all times maintain a duty of loyalty and a fiduciary duty to the District and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the District.

**24. California Labor Code Requirements.** Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the



Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

**25. Verification of Employment Eligibility.** By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

**26. Prohibited Employment.** Consultant shall not employ any current employee of District to perform the work under this Agreement while this Agreement is in effect.

**27. Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

**28. General Provisions.**

A. **Modification.** No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

B. **Waiver.** The waiver by any Party of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

C. **Assignment.** No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

D. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California.

E. **Venue.** Venue for all legal proceedings shall be in the Superior Court of California for the County of Los Angeles.

F. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

G. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

H. **Severability.** If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

I. **Audit.** District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to District under this Agreement. Records of Consultant's Services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to District for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement Term and for four (4) years from the date of final payment under the Agreement for inspection by District.

J. **Entire Agreement.** This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

K. **Headings Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

L. **Time is of the Essence.** Time is of the essence in this Agreement for each covenant and term of a condition herein.

M. **Drafting and Ambiguities.** Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement as each Party was involved in the drafting of this Agreement.

N. **District's Right to Employ Other Consultants.** District reserves its right to employ other consultants, including but not limited to engineers, in connection with this Project or other projects.

O. **Prohibited Interests.** Consultant maintains and warrants that it has neither employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

P. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

Q. **Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

R. **Electronic Signatures.** The Parties hereto hereby agree that electronic signatures are acceptable and that they shall have the same force and effect as original wet signatures.

SAMPLE

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the last day and date below written.

**DISTRICT:**  
ALTADENA LIBRARY DISTRICT

**CONSULTANT:**

\_\_\_\_\_  
By: Nikki Winslow, District Director

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard Egger, General Counsel

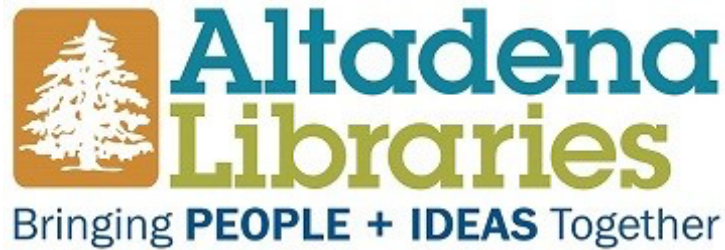
SAMPLE

**EXHIBIT A**  
**Services**

SAMPLE

**EXHIBIT B**  
**Rates**

SAMPLE



**REQUEST FOR PROPOSALS  
Bond and Disclosure Counsel Services  
Altadena Library District**

**RFP ISSUE DATE**      February 23, 2021

**CONTACT**                Nikki Winslow, District Director  
Email: [nwinslow@altadenalibrary.org](mailto:nwinslow@altadenalibrary.org)  
Phone Number: 626-798-0833 x 103

**PROPOSAL DUE**        April 1, 2021 by 5:00 PM

All proposals must be submitted at: <https://www.bidnetdirect.com/california/ald>.

**BID CONTENTS**

Section I	Purpose of Request for Proposals and General Terms and Conditions
Section II	Schedule of Events
Section III	Proposer Qualifications
Section IV	Scope of Work
Section V	Evaluation and Award Criteria
Section VI	Proposal Instructions, Format, and Submittal Requirements
Section VII	Cost Sheet

Attachment A    Professional Services Agreement Sample

Note: This bid does not constitute an order for the goods or services specified.

**SECTION I  
PURPOSE OF REQUEST FOR PROPOSAL  
AND GENERAL TERMS AND CONDITIONS**

**1.0 PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The Altadena Library District formed the Altadena Library District Community Facilities District No. 2020-1 in November 2020 and is currently seeking proposals from interested, highly qualified and experienced firms to provide Bond and Disclosure Counsel services to the Altadena Library District in order to assist with the issuance of bonds by the community facilities district. The CFD No. 2020-1 is authorized to issue up to \$24 million in bonds.

**1.1 QUESTIONS REGARDING THE RFP**

Any questions, interpretations or clarifications, either administrative or technical, about this RFP must be requested in writing prior to the date indicated in Section II. All pertinent questions will be answered in writing and conveyed to all Proposers. Oral statements concerning the meaning or intent of the contents of this RFP by any person is unauthorized and invalid. **All questions either technical, commercial or contractual in nature shall be directed to: Nikki Winslow, Altadena Library District Director at [nwinslow@altadenalibrary.org](mailto:nwinslow@altadenalibrary.org).**

**1.2 ERRORS AND OMISSIONS**

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its attachments, he/she shall immediately notify Altadena Library District of such error in writing and request modification or clarification of the document. Modifications will be made by addenda. Clarifications will be given by written notice to all parties who have been furnished or who have requested an RFP for proposing purposes, without divulging the source of the request for same.

If a Proposer fails to notify Altadena Library District prior to the date fixed for submission of proposals of an error in the RFP known to them, or an error that reasonably should have been known to them, and if awarded the contract, the Proposer will not be entitled to additional compensation or time by reason of the error or its later correction.

**1.3 ADDENDA**

The Altadena Library District may modify this RFP, any of its key action dates, or any of its attachments. Addenda will be numbered consecutively as a suffix to the RFP Reference Number. It is the Proposer's responsibility to ensure they have incorporated all addenda. Failure to acknowledge and incorporate addenda will not relieve the Proposer of the responsibility to meet all terms and conditions of the RFP and any subsequent addenda.

**1.4 SUBMISSION OF PROPOSAL**

Proposals will be accepted on or before the date and time indicated in the Schedule of Events, Section II, in accordance with Section VI, Proposal Instructions and Format.

**1.5 PROPOSER'S COST**

Costs for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to the Altadena Library District.



**1.6 EXCEPTIONS**

If a Bidder takes exception to any part of these specifications as written, or as amended by any addenda subsequently issued, or the Agreement, they must do so in writing. Said exceptions must be submitted with the proposal. Failure to do so will be construed as acceptance of all items of the specification and the Agreement.

**1.7 DELIVERY OF PROPOSALS**

All proposals must be submitted at: <https://www.bidnetdirect.com/california/ald> by not later than **April 1, 2021 at 5:00pm**. The Altadena Library District assumes no responsibility for delay in delivery. LATE PROPOSALS WILL NOT BE ACCEPTED.

**1.8 PROPOSALS BECOME THE PROPERTY OF ALTADENA LIBRARY DISTRICT**

Proposals become the property of Altadena Library District and information contained therein shall become public property subject to disclosure laws after Notice of Intent to Award. Altadena Library District reserves the right to make use of any information or ideas contained in the proposal.

**1.9 CONFIDENTIAL MATERIAL**

Proposer must notify Altadena Library District in advance of any proprietary or confidential material contained in the proposal and provide justification for not making such material public. Altadena Library District shall have sole discretion to disclose or not disclose such material subject to any protective order which Proposer may obtain.

**1.10 REJECTION OF PROPOSALS**

Altadena Library District may reject any or all proposals and may waive any deviation in a proposal. Altadena Library District's waiver of a defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the specifications if they are awarded the contract. Proposals referring to terms and conditions other than Altadena Library District's terms and conditions may be rejected as being non-responsive.

Altadena Library District may make investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to Altadena Library District all such information and data for this purpose as requested by Altadena Library District. Altadena Library District reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy Altadena Library District that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work specified.

**1.11 CANCELLATION**

This solicitation does not obligate the Altadena Library District to enter into an agreement. Altadena Library District retains the right to cancel this RFP at any time. No obligation, either expressed or implied, exists on the part of the Altadena Library District to make an award or to pay any cost incurred in the preparation or submission of a proposal.

### 1.12 **INSURANCE REQUIREMENTS**

The Altadena Library District requires a certificate of insurance prior to commencement of any work. An underwriter's endorsement is also required with additional insured verbiage.

**Commercial General Liability (CGL):** Insurance written on an occurrence basis to protect Proposer and the Altadena Library District against liability or claims of liability which may arise out of this order in the amount of One million (\$1,000,000) per occurrence and subject to an annual aggregate of One million (\$1,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**Vehicle Liability Insurance:** Proposer shall also procure and shall maintain during the term of this order vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than \$1,000,000 for each accident, and property damage insurance in an amount of not less than \$1,000,000.

**Workers' Compensation Insurance:** For all of Proposer's employees who are subject to this order and to the extent required by applicable state or federal law, Proposer's shall keep in full force and affect a Workers' Compensation policy. That policy shall provide a minimum of One million (\$1,000,000) of employers' liability coverage, and Proposer shall provide an endorsement that the insurer waives the right of subrogation against the Altadena Library District and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against the Altadena Library District by a bona fide employee of Proposer participating under this Agreement, Proposer agrees to defend and indemnify the Altadena Library District from such claim.

**Professional Liability:** For all of Proposer's employees who are subject to this order, Proposer shall keep in full force and effect Professional Liability coverage for professional liability with a limit of One Million (\$1,000,000) per claim and One Million (\$1,000,000) annual aggregate. Proposer shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the services under the Agreement; and (2) the policy will be maintained in force for a period of time defined above, there will be no changes or endorsements to the policy that increase the District's exposure to loss.

### 1.13 **DISPUTES/PROTESTS**

The Altadena Library District encourages Proposers to resolve issues regarding the requirements or the procurement process through written correspondence and discussions during the period in which clarifying addenda may be issued. The Altadena Library District wishes to foster cooperative relationships and to reach a fair agreement in a timely manner.

Proposers filing a protest must do so within five (5) calendar days after Notice of Intent to Award. The protesting Proposer shall submit a full and complete written statement detailing the facts in support of the protest. Protest must be sent by certified or registered mail or delivered in person to the District Director, or designee.

The Altadena Library District will provide a decision on the matter. The decision must be in writing and sent by certified or registered mail, faxed, or delivered in person to the protesting Proposer. The decision of Altadena Library District is final.

**1.14 AWARD CRITERIA**

Award, if any, will be to the Proposer whose proposal, in the sole discretion of the Altadena Library District, will best meet the needs of the Altadena Library District. Evaluation methodology and basis for award are described in Section V – Evaluation and Award Criteria.

**1.15 TERM OF THE AGREEMENT**

The period of services shall be three years with the option to renew for two additional, one year periods. Annual renewals shall be automatic and based on satisfactory performance of service and unless terminated by either party with thirty (30) days written notice prior to the expiration of each annual renewal. In addition, the District shall have the right to terminate for convenience upon (90) days written notice.

**1.16 CONTRACTUAL DOCUMENTS**

In the event of a conflict between documents the following order of precedence shall apply:

1. Altadena Library District Agreement
2. Altadena Library District Request for Proposal
3. Proposer's Proposal

**1.17 EXECUTION OF THE AGREEMENT**

The Agreement shall be signed by the Proposer and returned, along with the required attachments to the Altadena Library District within 10 working days. The period for execution may be changed by mutual agreement of the parties. Agreements are not effective until approved by the appropriate Altadena Library District officials. Any work performed prior to receipt of a fully executed Agreement shall be at Proposer's own risk.

**1.18 FAILURE TO EXECUTE THE AGREEMENT**

Failure to execute the Agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the successful Proposer refuses or fails to execute the Agreement, the Altadena Library District may award the Agreement to another Proposer.

**1.19 NON-ENDORSEMENT**

If a proposal is accepted, the Proposer shall not issue any news releases or other statements pertaining to the award or servicing of the agreement which state or imply Altadena Library District's endorsement of Proposer's services.

**1.20 CONFLICT OF INTEREST**

The District may require a Statement of Economic Interests (Form 700) to be filed by any proposer who is involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any District financial interest [reference Government Code § 82019].

The District reserves the right to prohibit participation by the proposer in submitting a proposal for or providing services, goods or supplies, or any other related action, which is required, suggested or otherwise deemed appropriate in the end product of this contract.

**SECTION II  
SCHEDULE OF EVENTS**

Release of Request for Proposal	February 23, 2021
Last Day for Submission of Questions	March 12, 2021
District Response to Questions	March 16, 2021
Deadline for Receipt of Proposals	April 1, 2021 @ 5:00pm PST
Evaluation	April 7, 2021
Optional Interview if Required	April 14, 2021 by appointment
Selection presented to Board of Trustees	April 26, 2021
Tentative Start Date	May 1, 2021

\*NOTE: The dates subsequent to receipt of proposal may be adjusted without further notice.

**SECTION III  
PROPOSER QUALIFICATIONS**

- 3.0** In addition to meeting all other requirements of this RFP, all responding Proposers shall furnish verifiable evidence that their firm and personnel, at a minimum, meet the following qualifications.
- a.** Licensed to practice law in the State of California. Bar Number must be provided.
  - b.** Proposer has completed at least five (5) similar contracts within the last five (5) years.

## **SECTION IV SCOPE OF WORK**

### **4.0 INTRODUCTION**

Altadena Library District (ALD) is requesting proposals from qualified firms with experience in acting as Bond and Disclosure Counsel. As an Independent Special District, ALD is a public library system governed by a publicly elected Board of Library Trustees and organized under the Education Code of the State of California. ALD operates two libraries serving the approximately 43,000 residents of Altadena. ALD collaborates with its community to create environments for learning and inspiration, serves as a community center, and brings residents together to share the unique history of Altadena and the San Gabriel Valley.

### **4.1 SCOPE OF WORK**

The scope of services is to provide bond and disclosure counsel services on an as needed basis, and may include services related to the issuance of bonds; and formation, maintenance, and dissolution of community facilities districts.

#### **Bond and Disclosure Counsel Services may include, but not be limited to:**

1. Provide legal advice and consultation relating to the newly established CFD.
2. Provide legal opinion with respect to the authorization and issuance of the debt obligations and whether the interest paid is tax-exempt under federal and/or State laws and regulations.
3. Draft and review legal documentation including all required resolutions, closing documents and transcripts and coordinate the authorization and execution of those documents.
4. Provide ongoing legal services in matters relating to interpretation of applicable regulations, legislation or pending litigation.
5. Participate on conference calls or attend meetings, as requested, relating to the formation of the CFD and the issuance of bonds.
6. Provide ongoing information to District staff regarding the activity and legal status of the financing.
7. Perform due diligence regarding the District and the financing.
8. Review CFD's compliance, as needed, with government oversight agencies.
9. Prepare a preliminary official statement and final official statement.
10. Prepare continuing disclosure agreement.
11. Render 10b-5 opinion.

### **4.2 MEETINGS**

Consultant will attend meetings requested by and or approved by the District on an hourly basis with an estimated ten (10) hours at the principal rate.

**4.3 PAYMENT OF INVOICE**

For bond and disclosure counsel services, payment shall be made upon the satisfactory completion of bond issuance and according to cost outlined in contract.

For any additional services, payment shall be made monthly upon the receipt and acceptance of an invoice and a detailed time log of work performed. The time log shall indicate the on-site and off-site service hours performed by date, deliverable and the name of the individual performing the services. The Proposer shall not be reimbursed for any travel or per diem expenses.

All other expenses shall be approved by the District before they are incurred.

## SECTION V EVALUATION AND AWARD CRITERIA

### 5.0 **EVALUATION METHOD**

All proposals shall be reviewed to verify that the Proposer has met the minimum requirements. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the General Terms and Conditions, may be eliminated from further consideration. Proposals will be reviewed and evaluated by an evaluation committee comprised of District personnel and the CFD Committee. Award will be made in the best interest of the Altadena Library District.

### 5.1 **EVALUATION CRITERIA**

Evaluation and award will be based on factors that are not limited to acquisition cost. These factors may include, but are not limited to:

- a. Experience/Past Performance/References** - Consideration will be given based upon the firm's experience, years in business, past and current client references; technical expertise and professional competence in areas directly related to this RFP; number of years of experience in performing similar work in performing bond counsel and/or disclosure counsel services for government agencies in California concerning issuance of bonds and bond issuance related to the formation, maintenance, and dissolution of community facilities districts. Proposer shall include five (5) external client references from clients who received similar services to those proposed for this solicitation.
- b. Personnel** - Proposer shall submit resumes of all primary professional staff members who will be performing services under the contract. Proposer should demonstrate that all key personnel have been successfully involved with projects of similar scope and magnitude.
- c. Proposer Qualifications** - This category will evaluate the proposer's ability to take upon itself the responsibilities set forth in the Scope of Work and produce the required outcome in a timely manner. Consideration will be given for the overall quality of the proposal, including a demonstrated understanding of the purpose, scope and objective of the services to be performed. It is the intention of the Altadena Library District to award a contract to the Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience and ability to enable the Proposer to execute the work successfully and properly, and to complete services in a timely manner. To determine the degree of responsibility to be credited to the Proposer, the Altadena Library District will weigh the evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.
- d. Total Cost** - As reflected herein, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the District. After evaluating the proposals and discussing them further with the finalists or the tentatively selected Proposer, the District reserves the right to further negotiate the proposed work and/or method and amount of compensation.



- e. **Non-Discrimination** - The Altadena Library District hereby notifies all proposers that it will affirmatively ensure that minority, women-owned and local business enterprises will be afforded full opportunity and consideration when submitting proposals in response to this invitation when reviewing the plans for award of contract. The District does not discriminate in regard to actual or perceived characteristic of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, gender, gender identity or expression, age, physical or mental disability, medical condition, marital status, citizenship status, military or veteran status, or other bases protected by state or federal law.
- f. **Optional Interview** - In the event the District decides that interviews are necessary, Proposers who are finalists will be notified as promptly as possible. Each interview will consist of either an in-person or virtual presentation of no longer than one (1) hour. Notice of confirmation of the interview date/time will be given by telephone or in writing.

**SECTION VI  
PROPOSAL INSTRUCTIONS AND FORMAT**

**6.0 INTRODUCTION**

To be considered responsive to this RFP, Proposer must submit proposals in the format identified in this section. All requirements and questions in the RFP must be addressed and all requested data must be supplied. The Altadena Library District reserves the right to request additional information that, in District's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to contract.

**6.1 DELIVERY OF PROPOSALS**

The Proposer must submit their proposal through the online portal at:  
<https://www.bidnetdirect.com/california/ald> by the established deadline.

**6.2 PREPARATION**

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform work of this type.

**6.3 PROPOSAL FORMAT**

Proposals shall adhere to the following format for organization and content. Proposals must be divided into the individual sections listed below, indexed, and tabbed.

- a. **Cover Letter** - The cover letter shall include a statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter should include a brief summary of Proposers' qualifications and Proposers' willingness to enter into a contract under the terms and conditions prescribed by the Altadena Library District Professional Services Agreement. Any and all exceptions to the RFP must be listed on an item by- item basis and cross-referenced with the RFP document. If there are no exceptions, Proposer must expressly state that no exceptions are taken. The letter should be signed by an individual who can bind the Proposer contractually.
- b. **Table of Contents** - The table of contents shall identify the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

## **6.4 PROPOSAL CONTENT**

### **a. SECTION I – EXPERIENCE**

This section shall contain a general overview of the proposer's qualifications and shall include, but not be limited to, the following information:

- 1) Company name, address, telephone number, and authorized representative(s).
- 2) Identify the number of years of experience in providing bond counsel and/or disclosure counsel, similar in size and scope to that requested in the RFP.
- 3) Proposer References: Provide five (5) client references for which the proposer has provided similar services. References shall include date and description of service, project location, completion dates, organization's name, contact person, title, address, and telephone number.
- 4) Proposer shall describe the role of the bond and disclosure counsel in the firm and attach a copy of the firm's organizational structure.
- 5) List all disciplinary actions, administrative proceedings, malpractice claims or other like proceedings against your firm or any of its personnel relating to your firm's services as bond or disclosure counsel, whether current, pending, or occurring in the last five (5) years. Please indicate disposition of each claim.

### **b. SECTION II – PERSONNEL**

Proposer shall provide the names, proposed roles, background and experience, office location and availability of personnel that would work on the District's account, and specifically identify the primary person(s) who will be responsible for managing the relationship with the District. Identify who will provide any additional legal services related to this work.

### **c. SECTION III – QUALIFICATIONS**

Proposer shall provide a clear understanding of the services required by the District in response to Section IV - Scope of Work. Does the Proposer have the character, integrity, reputation, judgment, experience, and efficiency required by the contract? Has the Proposer performed satisfactorily in previous contracts of similar size and scope, or otherwise demonstrated its capability to perform the contract the District seeks to establish through this RFP?

### **d. SECTION IV – COST SECTION**

Proposer is expected to quote a firm, fixed, fully-loaded cost for the services identified in Section IV Scope of Work, subject to a fee cap for each series of bonds. All costs associated with the services of this contract must be identified on the Cost Sheet (Section VII). Any additional work that falls under an hourly rate will include travel to and from the off-site workplace to the on-site workplace. Projected hours for completion of the project shall also be included. For each bond issue proposed, Proposer shall present and have approved by District staff. Additionally, include a fee schedule for possible additional services. The completed Cost Sheet shall be signed and submitted.

**SECTION VII  
COST SHEET**

**7.0 INTRODUCTION**

Proposer shall complete cost sheet to include all costs in accordance with the Scope of Work defined in Section IV. Proposer will submit detailed cost sheets on reimbursable costs, as back up to this summary page; however, total costs must be reflected on this summary page.

**7.1 COST FOR SCOPE OF WORK. SECTION IV**

**a. Fee Schedule For Bond and Disclosure Counsel Services For Term Of Contract**

Type of Issuance	Proposer's Cost
Each series of CFD Bonds	

**b. Hourly Rates**

Provide hourly rates for the lead and any backup attorneys, and any other staff involved in providing the special services to the District. Special services shall only be those services authorized by the ALD District Director.

Position	Hourly Rate				
	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year

This proposal submitted by: \_\_\_\_\_

Company Name

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Business License Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

## PROFESSIONAL SERVICES AGREEMENT - **SAMPLE**

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into this \_\_\_day of \_\_\_\_\_202\_, (the “Effective Date”) by and between the Altadena Library District, a California Public Utilities District (“District”), and \_\_\_\_\_ (“Consultant”). District and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties.”

### RECITALS

A. District has determined that consultant services are required for \_\_\_\_\_ (the “Project”).

B. Consultant has submitted a proposal to District that includes a scope of proposed consultant services, attached hereto and incorporated herein by this reference, and described more fully in **Exhibit A** (“Services”).

C. Consultant represents that it is qualified, willing and able to provide the Services to District, and that it will perform Services related to the Project according to the rate schedule included in the scope of proposed consultant services attached hereto and incorporated herein as **Exhibit B** (the “Rates”).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

### AGREEMENT

**1. Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 20 of this Agreement, Section 1 through 20 shall prevail.

**2. Consulting Services.** Consultant agrees, during the term of this Agreement, to perform the Services for District in connection with the Project. Any request for services in addition to the Services described in **Exhibit A** will be considered a request for additional consulting services and not compensated unless the Parties otherwise agree in writing. No subcontract shall be awarded or an outside consultant engaged by Consultant unless prior written approval is obtained from District.

**3. Compensation.** District shall pay Consultant according to the fee schedule set forth in **Exhibit B** for a time and materials cost not to exceed \_\_\_\_\_, as full remuneration for the performance of the Services. Consultant agrees to maintain a log of time spent in connection with performing the Services. On a monthly basis, Consultant shall provide District, in reasonable and understandable detail, a description of the Services rendered pursuant to the Agreement and in accordance with the Rates. If the work is satisfactorily completed, District shall pay such invoice within thirty (30) days of its receipt. If District disputes any portion of any invoice, District shall

pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

**4. Additional Work and Compensation.** Any additional services approved and performed pursuant to this Agreement shall be designated as “Additional Services” and shall identify the number of the authorized change order, where applicable, on all invoices. If changes in the work seem merited by Consultant or the District, and informal consultations with the other Party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

**5. Term.** This Agreement shall become effective on the Effective Date and will continue in effect for five (5) years, unless terminated earlier as provided in Section 6 or 7 below (the “Term”).

**6. Termination.** District may terminate this Agreement prior to the expiration of the Term (“Termination”), without cause or reason, by providing Consultant fourteen (14) days’ notice in writing of District’s desire to terminate this Agreement (the “Termination Notice”). Upon receipt of a Termination Notice, Consultant shall immediately cease performing the Services. Consultant will be entitled to compensation, as of the date Consultant receives the Termination Notice, only for Services actually performed.

**7. Termination for Cause.** Notwithstanding Section 6 above, this Agreement may be terminated by District for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Consultant’s malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve District from compensating Consultant.

**8. Confidential Information.** Consultant understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District (“Confidential Information”).

Consultant shall not, unless required by law, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of District. If District gives Consultant written authorization to make any such disclosure, Consultant shall do so only within the limits and to the extent of that authorization. Such authorization does not guarantee that the District will grant any further disclosure of Confidential Information. Consultant may be directed or advised by the District’s General Counsel on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project, and in such event, Consultant agrees that it will treat all communications between the District’s General Counsel and itself, its employees and its subcontractors as Confidential Information and subject to

the restrictions of this Section.

**9. Performance by Key Employee.** Consultant has represented to District that \_\_\_\_\_ (“Key Employee”) will be the person primarily responsible for the performance of the Services and all communications related to the Services. District has entered into this Agreement in reliance on that representation by Consultant. The Key Employee shall not be removed from the Project or reassigned without the prior written consent of the District.

**10. Property of District.** The following will be considered and will remain the property of District:

A. **Documents.** All reports, drawings, graphics, working papers and Confidential Information furnished by District in connection with the Services (“Documents”).

Nothing herein shall be interpreted as prohibiting or limiting District’s right to assign all or some of District’s interests in the Documents.

B. **Data.** All data collected by Consultant and produced in connection with the Services including, but not limited to, drawings, plans, specifications, models, flow diagrams, visual aids, calculations, and other materials (“Data”). Nothing herein shall be interpreted as prohibiting or limiting District’s right to assign all or some of District’s interests in the Data.

C. **Delivery of Documents and Data.** Consultant agrees, at its expense and in a timely manner, to return to District all Documents and Data upon the conclusion of the Term or in the event of Termination.

**11. Work Product and Intellectual Property Rights.** Consultant agrees, warrants and represents to District as follows:

A. That upon termination of this Agreement, Consultant assigns to District all intellectual property rights which may arise or have arisen from Consultant’s performance of services to District. In addition, Consultant grants District a perpetual, irrevocable, royalty-free license to the intellectual property Consultant has been contracted to create, compose, write, sketch, draw or design for District.

B. In exchange for the compensation paid under this Agreement, all works created, composed, written, sketched, drawn, or designed by Consultant under this Agreement (hereafter “Work Product”) or in previous services to District shall be owned by District.

C. Consultant will relinquish to District all original or derivative materials in all media created by Consultant pursuant to Consultant’s service to District and agrees that the fee paid includes the intellectual property and other rights to the materials as specified in this subsection.

D. All Work Product produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies or which have been made available without copyright in the public domain by District, shall be deemed solely the property

of District. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Work Product. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to District all such original Work Product in Consultant's possession or control.

E. Consultant shall be entitled to rely upon the accuracy and completeness of the information provided by District and its agents.

F. Consultant will be entitled to use documentation or representations of work undertaken for District for Consultant's own business purposes, including publication or marketing.

**12. Duties of District.** In order to permit Consultant to render the Services required hereunder, District shall, at its expense and in a timely manner:

A. Provide such information as Consultant may reasonably require to undertake or perform the Services;

B. Promptly review any and all documents and materials submitted to District by Consultant in order to avoid unreasonable delays in Consultant's performance of the Services; and

C. Promptly notify Consultant of any fault or defect in the performance of Consultant's Services hereunder.

**13. Representations of Consultant.** District relies upon the following representations by Consultant in entering into this Agreement:

A. **Qualifications.** Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses, permits and registrations required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Consultant represents and warrants to District that Consultant shall, at Consultant's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and registrations that are legally required for Consultant to practice Consultant's profession at the time the Services are rendered.

B. **Consultant Performance.** Consultant represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Consultant shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to District.



**14. Compliance with Laws and Standards.** Consultant shall insure compliance with all applicable federal, state, and local laws, ordinances, regulations and permits, including but not limited to federal, state, and county safety and health regulations. Consultant shall perform all work according to generally accepted standards within the industry. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District pertaining to the work.

**15. Independent Contractor; Subcontracting.** Consultant will employ, at its own expense, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents and employees will represent and conduct themselves as independent contractors and not as employees of District. Consultant has no authority to bind or incur any obligation on behalf of District. Except as District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever. Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by District in writing.

**16. Insurance.** Consultant and all of Consultant's contractors and subcontractors shall obtain and maintain insurance of the types and in the amounts described in this paragraph and its subparagraphs with carriers reasonably satisfactory to District.

A. **General Liability Insurance.** Consultant shall maintain occurrence version commercial general liability insurance or an equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) for each occurrence.

B. **Workers' Compensation Insurance.** Consultant shall carry workers' compensation insurance as required by the State of California under the Labor Code. Consultant shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

C. **Automobile Insurance.** Consultant shall carry automobile insurance for the vehicle(s) Consultant uses in connection with the performance of this Agreement in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

D. **Errors and Omissions Liability.** Consultant shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence or greater if appropriate for the Consultant's profession. Architects and engineers' coverage is to be endorsed to include contractual liability. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, elected and appointed councils, commissions, directors, officers, employees, agents, and

representatives (“District’s Agents”); or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration and defense expenses.

E. **Other Insurance Requirements.** Within five (5) days of the Effective Date, Consultant shall provide District with certificates of insurance for all of the policies required under this Agreement (“Certificates”), excluding the required worker’s compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Consultant shall be responsible for providing updated copies and notifying District if a policy is cancelled, suspended, reduced, or voided. With the exception of the worker’s compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days’ prior written notice to District of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name District, and District’s Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant, or automobiles owned, leased, or hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District; (c) be primary with respect to any insurance or self-insurance programs covering District or District’s Agents and any insurance or self-insurance maintained by District or District’s Agents shall be in excess of Consultant’s insurance and shall not contribute to it; (d) contain standard separation of insured provisions; and (e) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to the District.

**17. Indemnification.** To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its elected and appointed officials, officers, employees, agents, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, “Claims”) in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant’s Services, the Project, or this Agreement, including without limitation the payment of all damages, expert witness fees, attorneys’ fees and other related costs and expenses. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the District. Consultant’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, the Board of Trustees, members of the Board of Trustees, its employees, or authorized volunteers. Consultant’s indemnification obligation shall survive the expiration or earlier termination of this Agreement.

If Consultant’s obligation to defend, indemnify, and/or hold harmless arises out of Consultant’s performance as a “design professional” (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant’s indemnification obligation shall be limited to the extent which the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct

of the Consultant in the performance of the services or this Agreement, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

**18. Consequential Damages.** Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

**19. Litigation.** In the event that either Party brings an action under this Agreement for the breach or enforcement hereof, or must incur any collection expenses for any amounts due hereunder the prevailing Party in such action shall be entitled to its costs including reasonable attorney's fees, whether or not such action is prosecuted to judgment.

**20. Notices.** Any notice or communication required hereunder between District or Consultant must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices given by registered or certified mail shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt issued by the courier, or (c) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to District:

Altadena Library District  
600 E Mariposa Street  
Altadena, CA 91001  
Attention: District Director

If to Consultant:

Attention:

**21. Time of Performance.** Consultant shall perform its Services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to proceed. Consultant shall complete the Services required hereunder within Term.

**22. Delays in Performance.**

A. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety.

B. Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.

C. Notwithstanding the foregoing, the District may still terminate this Agreement in accordance with the termination provisions of this Agreement.

**23. Conflicts of Interest.** During the term of this Agreement, Consultant shall at all times maintain a duty of loyalty and a fiduciary duty to the District and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the District.

**24. California Labor Code Requirements.** Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the

Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

**25. Verification of Employment Eligibility.** By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

**26. Prohibited Employment.** Consultant shall not employ any current employee of District to perform the work under this Agreement while this Agreement is in effect.

**27. Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

**28. General Provisions.**

A. **Modification.** No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

B. **Waiver.** The waiver by any Party of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

C. **Assignment.** No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

D. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California.

E. **Venue.** Venue for all legal proceedings shall be in the Superior Court of California for the County of Los Angeles.

F. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.



G. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

H. **Severability.** If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

I. **Audit.** District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to District under this Agreement. Records of Consultant's Services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to District for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement Term and for four (4) years from the date of final payment under the Agreement for inspection by District.

J. **Entire Agreement.** This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

K. **Headings Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

L. **Time is of the Essence.** Time is of the essence in this Agreement for each covenant and term of a condition herein.

M. **Drafting and Ambiguities.** Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement as each Party was involved in the drafting of this Agreement.

N. **District's Right to Employ Other Consultants.** District reserves its right to employ other consultants, including but not limited to engineers, in connection with this Project or other projects.

O. **Prohibited Interests.** Consultant maintains and warrants that it has neither employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

P. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

Q. **Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

R. **Electronic Signatures.** The Parties hereto hereby agree that electronic signatures are acceptable and that they shall have the same force and effect as original wet signatures.

SAMPLE

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the last day and date below written.

**DISTRICT:**  
ALTADENA LIBRARY DISTRICT

**CONSULTANT:**

\_\_\_\_\_  
By: Nikki Winslow, District Director

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard Egger, General Counsel

SAMPLE



**EXHIBIT A**  
**Services**

SAMPLE

**EXHIBIT B**  
**Rates**

SAMPLE



**BOARD OF LIBRARY TRUSTEES  
FILMING POLICY STAFF REPORT**

**DEPARTMENT:** Administration

**MEETING DATE:** February 22, 2021

**PREPARED BY:** Natalya Romo

**LOCATION:** Virtual Meeting

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**TITLE:** Review and Approval of the updated Filming Policy

**BACKGROUND:**

The Filming Policy was last updated and approved by the Board of Trustees on May 20, 2019. After receiving multiple requests for filming and photography at our Main library we found there was little capacity for negotiating pricing and the policy was not reflective our building's capacity for filming and photography.

Some of the substantial changes to the updated policy include:

- Inclusion of language reflective of negotiated fees and additional fees.
- Inclusion of fee for Still Photography.
- Inclusion of multiple day use option.
- Adjustment of additional hours of use fees to be reflective of hourly rate of use.
- Inclusion of "severability" and "counterparts" clauses in the agreement per the direction of BB & K.

We sent this policy to BB & K for legal compliance review and updated it with the changed they suggested.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Staff recommends that the Board of Trustees review and approve the updated Filming Policy



## **ALTADENA LIBRARY DISTRICT | POLICY AND PROCEDURE MANUAL**

**SUBJECT:** Filming and Photography

**SECTION:** General Administration

**BOARD APPROVED:** 5/20/2019

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### **PURPOSE:**

The Altadena Library District (“District”) prides itself on providing a safe and enjoyable experience to all its patrons, offering an atmosphere conducive to everyone’s right to unimpeded and enjoyable library use. Filming and photography that require the rental use of District property is allowed only following the execution of the Rental Use Agreement (“Agreement”) attached to this Policy, and to the extent that it does not interfere with the delivery of library services and is consistent with the Library’s mission. Staff will make every effort to work with agencies and individuals to determine the most appropriate and reasonable timeframes. This Policy controls filming and photography where a rental license is required, and in no way abridges any First Amendment rights that would restrict public access.

### **POLICY:**

#### **Still Photography and Videography**

Recording, photographing, or filming persons, interiors, collections, etc. in the library is allowed if appropriate conditions set forth in the Agreement for such usage contained herein can be met and approval is gained by the District. Approved activities will not interfere with the library’s ability to conduct business, prevent patrons from using the library, or compromise public safety or security. Still photography or video recording of copyrighted or otherwise protected materials for the purpose of redistribution is not allowed.

#### **Motion Picture, Television and Commercial Filming**

The District will allow use of its facilities for commercial entertainment projects as-long-as filming does not interfere with the library’s ability to conduct business, prevent patrons from using the library, or compromise public safety or security. Film crews must conform to other established conditions of facility use. As required, the Board of Library Trustees must take formal actions as to Library closures. Library closures will be approved on a limited basis.

An application, with a non-refundable application fee, must be submitted to the District Director for review. Application fee may be waived upon the determination of the Altadena Library District. Upon initial approval by the District, all necessary permits must be obtained from Los Angeles County through Film L.A. Inc.

**STILL PHOTOGRAPHY RENTAL USAGE FEES:**

<b>Location</b>	<b>Available Hours</b>	<b>Use Fee</b>	<b>Fee Description</b>
<i>Interior and/or Exterior</i>	Closed Hours	\$250/hr.	Plus, the hourly rate for at least 1 staff on site for a minimum of 2 hours.

**FILMING RENTAL USAGE FEES:**

<b>Location</b>	<b>Available Hours</b>	<b>Use Fee</b>	<b>Fee Description</b>
<i>Exterior Only</i>	Closed Hours	\$2,000 Minimum of 4 Hours	\$500 for each additional hour plus hourly rate for at least 1 staff on site during filming.
<i>Interior &amp; Exterior</i>	Closed Hours	\$3,500 Minimum of 4 hours	\$600 for each additional hour plus hourly rate for at least 2 staff on site during filming
<i>Exterior Only</i>	Open Hours Requires Closure	\$2,000 Minimum of 4 hours	\$400 for each additional hour Plus \$5,000 premium to close library
<i>Interior &amp; Exterior</i>	Open Hours Requires Closure	\$5,000 Minimum of 8hours	\$625 for each additional hour plus \$5,000 premium to close library *Subject to additional fees for daily cleaning cost, daily lost revenue of library, and on-site staff
<i>Parking Lot/ No Filming Full Lot</i>	Closed Hours	\$1000 Minimum of 4 hours	\$250 for each additional hour plus hourly rate for at least 1 staff on site

<i>Parking Lot/ No Filming Full Lot Restricted to designated spaces.</i>	Open Hours	\$2000 Maximum of 9 hours	Overtime rate for at least 1 staff on site
<i>Application Fee</i>		\$250	Non-Refundable *Unless otherwise stated.
<i>Multiple Day Use</i>	Open Hours/Closed Hours	To be assessed on case-by-case basis.	

## **RENTAL USE AGREEMENT FOR DISTRICT PROPERTY FOR FILM PRODUCTION AND RELATED ACTIVITIES**

The Altadena Library District (“Owner”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to [REDACTED] (“Producer”), the right to enter the property owned by the Altadena Library District, listed under the “Location of Filming” portion of the accompanying Application and Agreement for Filming and Photography (“Application”), attached hereto as Attachment A (the “Premises”), for the purposes of photographing and/or filming at the Premises.

1. Authorization to Use. In consideration of Producer’s performance of its obligations under this Agreement, Owner confers to Producer a revocable, personal, non-exclusive and non-possessory license to enter upon Premises and the right to photograph, film and record the Premises (including, without limitation, any signs and logos located on the Premises) and to use all of the photographs, films and recordings made on the Premises in any and all media, now known and/or hereafter devised throughout the world in perpetuity (the “Permitted Uses”). The rights herein granted include without limitation the right to record all structures and signs located on the Premises, the right to record any and all activities, conduct, and conditions occurring or existing on the Premises, and the right to refer to the Premises by its correct name or any fictitious name. Producer is subject to the terms, conditions and restrictions set forth below. Producer shall bear all costs or expenses of any kind in connection with its use of the Premises. This Agreement does not constitute a grant of any ownership, leasehold, easement or other property interest or estate in Premises to Producer.
2. Use of Premises. Producer may enter and use Premises in the manner prescribed by this Agreement, during the times specified in the Application, and shall comply with all conditions to approval as may be required by Owner. Owner reserves the right, at its sole discretion, to change such guidelines as necessary to promote or protect the public safety, health or convenience. Producer shall keep the Premises free and clear of any liens or claims of lien arising out of Producer’s use of the Premises and Producer shall use commercially reasonable efforts to minimize any disruption that its activities may cause to the Premises or its general vicinity. Producer’s use of Premises shall be subject and subordinate to Owner’s necessary uses of the Premises for library services and Owner’s public health and safety obligations. Owner retains the right to use or allow other persons to use the Premises in a manner that does not unreasonably interfere with Producer’s activities hereunder.
3. Restrictions on Use. Producer shall not use, and Producer shall prohibit any of its Agents (defined as follows) or Invitees (defined as follows) from using the Premises for any activities other than the Permitted Uses. The term “Agents” shall mean Producer’s officers, directors, members, agents, employees, invitees, contractors, subcontractors, and any employees of such parties. The term “Invitees” shall mean Producer’s invitees, guests or business visitors. By way of example only and without limitation, the following uses of the Premises by Producer, or any of its Agents or Invitees, are prohibited:
  - A. Producer shall not construct or place any permanent structures, signs or improvements on the Premises, nor shall Producer alter any existing structures,

signs or improvements on the Premises.

- B. Producer shall not conduct any unauthorized activities on or about the Premises that constitute waste or nuisance.
  - C. Producer shall not damage any of Owner's real or personal property.
  - D. Producer shall not cause any Hazardous Material (defined as follows) to be brought upon, kept, used, stored, released, generated, or disposed of in, on or about the Premises, or transported to or from the Premises; provided, however, that Producer may bring gasoline and petroleum products on the Premises to run generators and propane for catering activities, provided such products are in commercially reasonable amounts and stored in a commercially reasonable manner.
    - i. Producer shall immediately notify Owner of any release or suspected release of Hazardous Material. Producer shall comply with all laws requiring notice of such releases or threatened releases to governmental agencies and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event of a release of Hazardous Material, Producer shall, without cost to Owner and in accordance with all laws and regulations, return the Premises to the condition immediately prior to the release. Producer shall allow Owner to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material.
    - ii. For purposes of this Agreement, "Hazardous Material" includes, without limitation, the following: any material defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials; and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids.
4. Term of Agreement. The privilege given to Producer pursuant to this Agreement is temporary only. This Agreement shall become effective upon execution hereof and shall expire on \_\_\_\_\_ p.m. on \_\_\_\_\_ unless amended or sooner terminated pursuant to the terms hereof.

Surrender and Repair of Damage. Upon the cancellation, expiration, or termination of this Agreement, Producer shall surrender the Premises in the same condition as received free from hazards and clear of all debris and of all property of Producer or its Agents or Invitees, including but not limited to all location sets, structures, or other matter placed on the Premises by the Producer. Producer shall promptly, at its sole cost, repair any and all damage to the Premises and any personal property located thereon caused by Producer or its Agents or Invitees. Producer shall obtain Owner's prior approval of any party to be used by Producer to conduct such repair work. If Producer damages any of Owner's personal or real property, the final repair costs owed by Producer shall be determined by the Owner, and shall be paid by Producer within five (5) days of Owner's demand therefor.



Producer's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.

5. Owner's Right to Cancel. Owner reserves the right to suspend all activities or to cancel or terminate this Agreement upon the happening of any of the following conditions:
  - A. Producer fails to promptly pay all fees or charges under this Agreement when due.
  - B. Producer fails to cure any non-compliance of any of the terms or conditions of this Agreement within twenty-four (24) hours of receiving Owner's notification of such failure, or if such failure cannot be reasonably cured within twenty-four (24) hours, if Producer fails to commence to cure such failure within such twenty-four (24) hour period and to diligently pursue such cure to completion. Notwithstanding anything to the contrary in the foregoing, Owner reserves the right to cancel this Agreement immediately and without prior notice, if, in the Owner's sole judgment such action is warranted by such default or breach.
  - C. The Owner determines that there is an emergency requiring cancellation or termination of the Agreement.
  - D. Producer fails to obtain all necessary approvals, including any permits from FilmLA.
  - E. Failure of Producer to provide all Insurance provisions included herein.
6. Compliance with Laws; Regulatory Approvals. Producer shall, at its sole expense, conduct and cause to be conducted all activities on the Premises in compliance with all laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity, and whether or not in the contemplation of the parties. Such laws shall include, but are not limited to, local, state and federal laws prohibiting discrimination in employment and public accommodations. Producer agrees to conduct the Permitted Uses at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of the Owner and other government agencies responsible for public safety. Producer shall, at its sole expense, procure and maintain in force at all times during its use of the Premises any and all licenses or approvals necessary to conduct the Permitted Uses.
7. Parking. If parking is required on Premises, the Producer will be required to post no parking signs 30-48 hours prior to when it is needed. All no parking signs shall be removed by Producer immediately after the time authorized by the permit.
8. Deposit. A \$250 non-refundable application fee is required prior to obtaining any permits required from FilmLA and prior to execution of this Agreement.
9. Rental Usage Charges. Upon execution of this Agreement, Producer shall pay all required rental usage charges as contemplated by the Owner's Filming and Photography at the Altadena Library District Policy, which reflect the market rate for such usage.
10. As Is Condition of Premises, Disclaimer of Representations. PRODUCER ACCEPTS THE USE OF THE PREMISES IN ITS "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY OWNER, ITS OFFICERS, AGENTS OR EMPLOYEES,

INCLUDING, WITHOUT LIMITATION, THE SUITABILITY OR SAFETY OF THE PREMISES OR ANY OF ITS FACILITIES FOR PRODUCER'S USE.

11. Insurance. Prior to entry, Producer shall provide Owner with a Certificate of Insurance showing evidence of commercial liability coverage in connection with Producer's activities at the Premises with minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and evidence of commercial automobile liability coverage with limits not less than \$1,000,000 per occurrence for owned, non-owned and hired automobiles. To the extent required by law, Producer shall further maintain worker's compensation coverage for any employees who are working at the Premises. The commercial liability and commercial automobile liability insurance policies shall name as additional insureds the Owner, its officers, agents, employees and volunteers, shall be considered primary insurance as it relates to the additional insureds, and shall apply separately to each insured against whom claim is made or suit is brought.
  - A. All insurance policies shall prohibit cancellation, termination, or reduction of the insurance afforded under the policy unless a 30-day notice of cancellation, termination, or reduction has been mailed to the Altadena Library District. In order for the insurance to be effective, it must be accompanied by one of the following:
    - i. An additional insured endorsement, with policy number on endorsement and signed by the insurance company or an authorized representative; or
    - ii. A binder attached to the insurance certificate to the same effect.
12. Consents. Producer acknowledges that Producer, and not Owner, shall have the responsibility to obtain any consents, releases or other waivers necessary for any individual's name, voice, signature, photograph, or likeness. Notwithstanding any other provision contained herein or any name or likeness release signed by an officer, employee or elected official of Owner, the Producer expressly acknowledges that Owner is a public agency and agrees that Producer shall not film elected officials and employees of the Owner without such individuals' consent or in a defamatory manner.
13. Indemnity. Producer shall indemnify, defend, reimburse and hold harmless Owner, its officers, agents, employees and contractors from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (collectively, "Losses"), arising in any manner out of: (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the Premises or any part thereof, regardless of whether the person or property of Owner, any of its Agents and Invitees, or third persons, relates in any manner to any use or activity under this Agreement; (b) any failure by Producer, or any of its Agents or Invitees, to faithfully observe or perform any of the terms, covenants or conditions of this Agreement; (c) the use of the Premises or any activities conducted thereon by Producer, its Agents or Invitees; (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Producer, its Agents or Invitees, on, in, under or about the Premises, any improvements permitted thereon, or into the environment; or (e) any and all Losses arising in connection with this Agreement, including but not limited to, any such Losses relating to any alleged infringement of the patent rights, trademark, copyright, trade secret, privacy or other personal or other proprietary right of any person or persons.

The foregoing indemnity shall include, without limitation, reasonable attorneys' and

consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the Premises and claims for damages or decreases in the value of adjoining property. Producer shall have an immediate and independent obligation to defend Owner from any claim which actually or potentially falls within this indemnity provision. Producer's obligations under this Section shall survive the expiration or termination of this Agreement.

14. **No Assignment.** Neither this Agreement nor any duties or obligations hereunder may be assigned, conveyed or delegated by the Producer prior to completion of filming on the Premises unless first approved by the Owner by written instrument executed and approved in the same manner as this Agreement.
15. **Notices.** Except as otherwise provided herein, any notices given under this Agreement shall be addressed as follows:

**To Owner:** Altadena Library District  
Attn: District Director  
600 E. Mariposa Street  
Altadena, CA 91101

**To Producer:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice shall be deemed (a) the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first-class mail on such date.

16. **Location Credit.** Producer shall expressly give credit to the "Altadena Library District" in the credits of any film resulting from the activities under this Agreement. Said credit shall be accorded on screen, with size, placement and all other aspects thereof determined in Producer's sole discretion but consistent with other "thank-you" type credits accorded to locations of filming, if any. Producer's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.
17. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter and cannot be amended except by a written instrument signed by the parties hereto. This Agreement reflects a negotiation between the parties, each of whom has had access to counsel, if desired.
18. **Venue.** This Agreement shall be a contract governed by the laws of the State of California. Venue shall be in the state courts of Los Angeles County, California.
19. **Severability.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, unconstitutional, or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force and effect as

if no invalid or unenforceable provisions had been part of this Agreement.

20. Counterparts. This Agreement may be executed in counterparts and each such signed copy shall be deemed an original thereof. A signature sent by fax or email shall be deemed an original wet ink signature. Individuals signing on behalf of entities represent and warrant that they are authorized to sign on behalf of the entity and that their signature binds the entity to the Agreement

PRODUCER

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

OWNER

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ATTACHMENT A**  
**ALTADENA LIBRARY DISTRICT APPLICATION AND AGREEMENT FOR FILMING**  
**AND PHOTOGRAPHY**

**APPLICATION:**

Date:

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Company Name:

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Contact Name, Address, Email and Phone:

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Location Manager, Name, Title, Email and Phone:

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Location of Filming:

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Filming Schedule:

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Type of Film or Photography: Television, Motion Picture, Commercial, Commercial Stills

Production Title:

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Number and type of vehicles:

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Special Effects:

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Description of Filming Activity:

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Talent Name(s):

\_\_\_\_\_  
Person and Title on location responsible for company's adherence to terms and conditions of  
Altadena Library District Agreement and permit.

Name, Title: \_\_\_\_\_

Signature: \_\_\_\_\_



**BOARD OF LIBRARY TRUSTEES  
FOOD & DRINK POLICY STAFF REPORT**

**DEPARTMENT:** Administration

**MEETING DATE:** February 22, 2021

**PREPARED BY:** Viktor Sjöberg

**LOCATION:** Virtual Meeting

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**TITLE:** Review and Approve the New Food & Drink Policy

**BACKGROUND:**

As our team is continuing to review Library Operations Policies, we have found that the language covering food and drink in the Code of Conduct was insufficient. We also found the Code of Conduct to be unnecessarily lengthy, and we are in the process of rewriting it. As a result of this, our committee has reached the conclusion that a separate Food & Drink policy is required. The Food & Drink policy is clearer and easier to understand. It is also more inclusive as it expands allowed food beyond small snacks.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Staff recommends that the Board of Trustees review and approve the Food & Drink Policy



## ALTADENA LIBRARY DISTRICT | POLICY AND PROCEDURE MANUAL

**SUBJECT: FOOD & DRINK POLICY**

**SECTION: GENERAL ADMINISTRATION**

**BOARD APPROVED:**

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### **Food & Drink Policy**

Food and drink are allowed in the library and should be consumed in a considerate and responsible manner.

- All liquids and beverages must be in covered containers.
- Per the Computer Use Policy, no drinks or food are allowed at computer stations.
- Large meals, messy, and odorous food may only be consumed outside the library building.
- Alcoholic beverages are not permitted on library premises, except during library sponsored events.
- Patrons are expected to dispose of trash, promptly clean up any spills or messes, and to notify staff if clean up assistance is needed.

The library reserves the right to ask any patron in violation of this policy to remove or dispense of their food or beverage at the discretion of staff. Unattended food and beverages will be disposed of by staff.





**BOARD OF LIBRARY TRUSTEES  
FY 2020-21 MID-YEAR BUDGET ADJUSTMENTS STAFF REPORT**

**DEPARTMENT:** Administration

**MEETING DATE:** February 22, 2021

**PREPARED BY:** Nicole Fabry

**LOCATION:** Virtual Meeting

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**BACKGROUND:** This Midyear Budget Adjustment Report presents an overview of the District's operating revenues and expenditures for the first six months (July 2020 – December 2020) of the 2020-2021 Fiscal Year. The attached "Altadena Libraries 2020-21 Proposed Midyear Budget" compares the July – December 2020 actuals against the adopted Fiscal Year 20-21 budget, indicates any adjustments made to the adopted budget, and presents a Revised 20-21 budget.

**REPORT HIGHLIGHTS:**

**REVENUES**

**Donations & Grants**

Account 4705 – Altadena Library Foundation was increased by \$22,000 to reflect actual income received. \$20,000 has been allocated to the purchase of a Mobile Library vehicle; \$11,000 to the restoration of George Gardner Symons' *Millard Canyon at Granite Gate* Oil Painting, and \$1,000 is allocated to Literacy materials.

Account 4710 – Friends of the Library was increased by \$3,000 to reflect actual income received.

Account 4735 – Designated was increased by \$346,000 to reflect grant income received for Internet upgrades, programs and staff scholarships.

Account 4740 – CA Library Literacy Services was increased by \$3,000 to reflect actual income received.

**Fines & Fees**

All accounts under this heading were reduced for a total decrease of \$75,500 to reflect COVID-related loss of income.

**Other Revenue & Adjustment**

Account 4915 – Film Rental Revenue was increased by \$6,000 to reflect actual income received.

Account 4940 – Transfer in from Reserves was reduced by \$168,600. Total budget adjustments result in a net income of that same amount, which has been used to reduce the amount needed to be transferred from reserves to only \$25,950.

### **Property Taxes**

Account 4010 – Current Secured was increased by \$128,000 to reflect actual income received.

Account 4060 – Special Assessment was increased by \$29,000 to reflect actual income received.

Account 4200 – Interest Income - County of LA was reduced by \$15,000 to reflect actual and anticipated income.

## **EXPENSES**

### **Capital Expense**

Account 7310 – Equipment, Furniture & Fixtures was decreased by \$10,000 as projects are unable to be completed this fiscal year. \$36,000 was then added from Foundation donations and Technical Services contracts renegotiating for the purchase of the Mobile Library vehicle. \$11,000 was added for the Symons' art restoration.

Account 7320 – Structures & Improvements was reduced by \$30,000 for E-Rate upgrades that were superseded by the added \$345,000 for grant-funded Internet upgrades.

### **Facilities, Grounds & Maintenance**

All accounts in this category were adjusted to reflect actual and anticipated spending.

### **Library Materials**

Account 6110 – Cataloging Expenses was reduced by \$16,000 due to a services adjustment with vendor OCLC and these funds were added to 7310 for the Mobile Library vehicle purchase.

### **Miscellaneous Expense**

Account 7540 – Trustee Election was increased by \$50,000 from Account 7140 Architectural & Engineering to reflect anticipated actual cost based on estimates from the County.

## **OPERATING EXPENSES**

### **Staff Costs & Professional Development**

Four of five accounts in this section were reduced by a total of \$20,500 due to lack of training opportunities and cost related to COVID-19. We intend to replenish these budgets next fiscal year.

Other accounts in this section were either reduced or increased to reflect actual and anticipated spending.

## **PERSONNEL RELATED EXPENSES**

**Salaries & Wages** – Accounts 5010 and 5020 were adjusted to reflect actual and anticipated costs. Hourly expenses have trended higher due to an increase in Vacation payouts upon termination or when reaching maximum accrual. Salaried expenses were adjusted accordingly.

**PERS Retirement** – Account 5210.01 and 5210.02 were adjusted to reflect actual and anticipated costs. Two of the District’s newest hires are Classic members, requiring us to increase that line item and decrease PEPRA accordingly.

**Information Technology**

Account 7135 – Technology Consulting was reduced by \$7,000 as services were not needed for E-Rate consulting this year with the reception of the Internet grant. These funds were added to Account 7180 for Mobile Library vehicle hardware.

Account 7180 – Technology Equipment was increased by \$10,000 with funds from Accounts 6775, 6780 and 7135 for Mobile Library vehicle hardware.

**Professional Services**

Account 7125 – Audit & Financial Consulting received a transfer from Consultants-Other in the amount of \$30,000 for actual and anticipated spending on CFD-related financial services.

Account 7130 – Legal Fees was reduced by \$15,000 to reflect actual and anticipated spending.

**Programs**

Account 6200 – Youth & Family Services was decreased by \$6,400. \$400 was transferred to 6230 for additional supplies, \$1,000 to 6270 for programming, and a total of \$5,000 to 6120 and 6150 for additional Youth books and e-materials.

Account 6220 – Adult Services was decreased by \$15,000. \$1,500 was transferred to 6230 for additional programming and \$1,000 was added to 6270 for anticipated programming expenses. This large reduction is due to the higher costing programs, such as Second Saturday, being canceled due to COVID-19.

Account 6240 – Literacy Services transferred \$750 to Account 6270 for anticipated programming expenses.

Account 6250 – Volunteer Services was reduced by \$1,000 due to a lack of in-person volunteer events as a result of COVID-19.

Account 6270 – Mobile Library was created with an initial budget of \$2,750 in anticipated programming expenses.

**FISCAL IMPACT:**

The above changes result in a net zero impact to the budget and restore \$168,600 to our reserve balance.

**STAFF RECOMMENDATION:** That the Board of Trustees approve the proposed Midyear Budget Amendment for the 2020-21 Fiscal Year.



## 2020-21 PROPOSED MID-YEAR BUDGET

	YTD Actuals (July 2019- Feb. 2021)	Original 2020-21 Budget	Increases/ (Decreases)	Revised 2020-21 Budget	Over/(Under) Revised Budget	YTD % of Revised Budget
<b>1 INCOME</b>						
<b>2 DONATIONS AND GRANTS</b>						
3 4705 · Altadena Library Foundation	\$ 32,000	\$ 10,000	\$ 22,000	\$ 32,000	\$ -	320.0%
4 4710 · Friends of the Library	28,000	25,000	3,000	28,000	-	112.0%
5 4730 · Undesignated	50	-	-	-	50	100.0%
6 4735 · Designated	346,635		346,000	346,000	635	100.0%
7 4740 · CA Library Literacy Services	21,219	18,000	3,000	21,000	219	117.88%
<b>8 TOTAL DONATIONS AND GRANTS</b>	<b>427,904</b>	<b>53,000</b>	<b>374,000</b>	<b>427,000</b>	<b>904</b>	<b>100.21%</b>
<b>9 FINES &amp; FEES</b>						
10 4305 · Fees	567	4,000	(3,000)	1,000	(433)	14.18%
11 4310 · MFM / Printer Revenue	34	8,000	(7,000)	1,000	(966)	0.43%
12 4340 · Passport Services Fees	2,100	90,000	(65,000)	25,000	(22,900)	2.33%
13 4350 · Sales of Products		1,500	(500)	1,000	(1,000)	0.0%
<b>14 TOTAL FINES &amp; FEES</b>	<b>2,701</b>	<b>103,500</b>	<b>(75,500)</b>	<b>28,000</b>	<b>(25,299)</b>	<b>9.65%</b>
<b>15 INTEREST INCOME &amp; ADJUSTMENTS</b>						
16 4210 · Interest Income (Savings)	1	400	(400)	-	1	100.0%
<b>17 TOTAL INTEREST INCOME &amp; ADJUSTMENTS</b>	<b>1</b>	<b>400</b>	<b>(400)</b>	<b>-</b>	<b>1</b>	<b>100.0%</b>
<b>18 OTHER REVENUE &amp; ADJUSTMENT</b>						
19 4910 · Miscellaneous Income	227				227	100.0%
20 4915 · Film Rental Revenue	7,143	1,000	6,000	7,000	143	714.28%
21 4930 · E-Rate Revenue	-	36,000	-	36,000	(36,000)	0.0%
22 4940 · Transfer in from Reserves	-	194,550	(168,600)	25,950	(25,950)	0.0%
23 4999 · Credit Card Rebates	-	10,000	-	10,000	(10,000)	0.0%
<b>24 TOTAL OTHER REVENUE &amp; ADJUSTMENT</b>	<b>7,370</b>	<b>241,550</b>	<b>(162,600)</b>	<b>78,950</b>	<b>(71,580)</b>	<b>9.34%</b>
<b>25 PROPERTY TAXES</b>						
26 4010 · Current-Year Secured	2,704,867	2,576,000	128,000	2,704,000	867	100.03%
27 4020 · Current-Year Unsecured	88,920	86,900	-	86,900	2,020	102.33%
28 4030 · Prior-Year Secured	(34,395)	-	-	-	(34,395)	100.0%
29 4040 · Prior-Year Unsecured	(14,502)	-	-	-	(14,502)	100.0%
30 4050 · Homeowners Exemption	1,928	15,300	-	15,300	(13,372)	12.6%
31 4060 · Special Assessment	875,979	846,400	29,000	875,400	579	103.5%
32 4070 · Supplemental Current	(11,649)	-	-	-	(11,649)	100.0%
33 4075 · Supplemental Prior	3,539	-	-	-	-	100.0%
34 4080 · Penalties, Interest & Costs-Ref	9,269	10,000	-	10,000	(731)	92.69%
35 4200 · Interest Income - County of LA	3,136	21,000	(15,000)	6,000	(2,864)	14.93%
<b>36 TOTAL PROPERTY TAXES</b>	<b>3,627,091</b>	<b>3,555,600</b>	<b>142,000</b>	<b>3,697,600</b>	<b>(70,509)</b>	<b>102.01%</b>
<b>37 TOTAL INCOME</b>	<b>4,065,067</b>	<b>3,954,050</b>	<b>277,500</b>	<b>4,231,550</b>	<b>(166,483)</b>	<b>96.07%</b>
<b>38 EXPENSE</b>						
<b>39 CAPITAL EXPENSE</b>						
40 7310 · Equipment, Furniture & Fixtures	23,972	50,000	26,000	76,000	(52,028)	47.94%
41 7320 · Structures & Improvements	133,376	70,000	315,000	385,000	(251,624)	190.54%
<b>42 TOTAL CAPITAL EXPENSE</b>	<b>157,348</b>	<b>120,000</b>	<b>341,000</b>	<b>461,000</b>	<b>(303,652)</b>	<b>34.13%</b>
<b>43 FACILITIES, GROUNDS &amp; MAINT.</b>						
44 7205 · Maintenance Contracts	6,954	12,000	2,000	14,000	(7,046)	57.95%
45 7210 · Building Maint & Repairs	6,842	30,000	(10,000)	20,000	(13,158)	22.81%
46 7220 · Landscape	11,291	19,000	5,000	24,000	(12,709)	59.43%
<b>47 TOTAL FACILITIES, GROUNDS &amp; MAINT.</b>	<b>25,087</b>	<b>61,000</b>	<b>(3,000)</b>	<b>58,000</b>	<b>(32,913)</b>	<b>41.13%</b>
<b>48 LIBRARY MATERIALS</b>						
49 6110 · Cataloging Expenses	3,388	22,000	(16,000)	6,000	(2,612)	15.4%
50 6115 · Electronic Databases & Subscrip	14,371	30,000	(2,000)	28,000	(13,629)	47.9%
51 6120 · Books	55,877	130,000	5,000	135,000	(79,123)	42.98%
52 6125 · Audio CD	1,940	10,000	-	10,000	(8,060)	19.4%
53 6130 · DVD's & Videogames	920	45,000	-	45,000	(44,080)	2.05%
54 6140 · Periodicals	11,595	15,000	-	15,000	(3,405)	77.3%
55 6150 · Downloadables	16,045	43,000	1,000	44,000	(27,955)	37.31%
56 6155 · Library of Things	927	2,000	2,000	4,000	(3,073)	46.36%
<b>57 TOTAL LIBRARY MATERIALS</b>	<b>105,063</b>	<b>297,000</b>	<b>(10,000)</b>	<b>287,000</b>	<b>(181,937)</b>	<b>35.38%</b>

	YTD Actuals (July 2019- Feb. 2021)	Original 2020-21 Budget	Increases/ (Decreases)	Revised 2020-21 Budget	Over/(Under) Revised Budget	YTD % of Revised Budget	
58	<b>MISCELLANEOUS EXPENSE</b>						
59	7510 · Miscellaneous Expense	400	-	-	400	100.0%	
60	7540 · Trustee Election	-	70,000	50,000	120,000	(120,000)	
61	<b>TOTAL MISCELLANEOUS EXPENSE</b>	400	70,000	50,000	120,000	(119,600)	0.33%
62	<b>OPERATING EXPENSES</b>						
63	<b>ADVERTISING &amp; MARKETING</b>						
64	6618 · Recruitment	319	2,500	(1,000)	1,500	(1,182)	12.74%
65	6627 · Advertising / Marketing	2,171	7,000	-	7,000	(4,830)	31.01%
66	<b>TOTAL ADVERTISING &amp; MARKETING</b>	2,489	9,500	(1,000)	8,500	(6,011)	29.28%
67	<b>FEES</b>						
68	6745 · Banking & Service Fees	302	2,000	(1,000)	1,000	(698)	15.08%
69	6746 · Payroll Fees	4,500	10,200	-	10,200	(5,700)	44.12%
70	7530 · County Tax Collection Fees	35,366	33,700	2,700	36,400	(1,034)	104.94%
71	<b>TOTAL FEES</b>	40,167	45,900	1,700	47,600	(7,433)	87.51%
72	<b>INSURANCE</b>						
73	6430 · Insurance-Gen, Prop, Liab, Eq	49,028	48,800	-	48,800	228	100.47%
74	6432 · Earthquake Insurance	33,102	33,100	-	33,100	2	100.01%
75	<b>TOTAL INSURANCE</b>	82,130	81,900	-	81,900	230	100.28%
76	<b>STAFF COSTS &amp; PROF. DEVELOPMENT</b>						
77	6623 · Trustee Prof. Development	47	3,000	(2,500)	500	(453)	1.56%
78	6625 · Training & Education	2,353	15,000	(10,000)	5,000	(2,647)	15.69%
79	6626 · Staff Recognition	1,258	2,000	-	2,000	(742)	62.91%
80	6710 · Meetings & Travel	1,347	10,000	(7,000)	3,000	(1,653)	13.47%
81	6730 · Mileage & Parking Reimbursement	-	2,000	(1,000)	1,000	(1,000)	0.0%
82	<b>TOTAL STAFF COSTS &amp; PROF. DEVELOPMENT</b>	5,004	32,000	(20,500)	11,500	(6,496)	15.64%
83	<b>UTILITIES</b>						
84	6920 · Electricity	23,934	40,000	2,000	42,000	(18,066)	59.84%
85	6930 · Natural Gas	722	4,000	(2,000)	2,000	(1,278)	18.05%
86	6940 · Water & Sewage	4,243	8,000	-	8,000	(3,757)	53.04%
87	6950 · Refuse	3,259	7,000	-	7,000	(3,741)	46.56%
88	<b>Total UTILITIES</b>	32,158	59,000	-	59,000	(26,842)	54.51%
89	6620 · Membership Dues & Subscriptions	9,458	14,000	-	14,000	(4,542)	67.56%
90	6740 · Postage & Delivery	359	7,000	(5,000)	2,000	(1,641)	5.12%
91	6750 · Printing & Reproduction	2,910	5,000	1,000	6,000	(3,090)	58.2%
92	6755 · Small Equipment	1,997	7,000	(3,000)	4,000	(2,003)	28.53%
93	6765 · Janitorial Supplies	2,052	6,000	3,000	9,000	(6,948)	34.2%
94	6770 · Operating Supplies	9,080	15,000	4,000	19,000	(9,920)	47.79%
95	6775 · Technical Services Supplies	1,261	5,000	(1,500)	3,500	(2,239)	36.03%
96	6780 · Operating Software	-	1,500	(1,500)	-	-	0.0%
97	6960 · Sales of Products	-	200	-	200	(200)	0.0%
98	6970 · Equipment Lease & Rental	10,625	20,000	-	20,000	(9,375)	53.12%
99	<b>TOTAL OPERATING EXPENSES</b>	199,689	309,000	(22,800)	286,200	(86,511)	69.77%
100	<b>PERSONNEL RELATED EXPENSES</b>						
101	<b>5000 · SALARIES &amp; WAGES</b>						
102	5010 · Salaried	392,649	908,300	(125,000)	783,300	(390,651)	50.13%
103	5020 · Hourly	561,211	974,100	125,000	1,099,100	(537,889)	51.06%
104	<b>TOTAL 5000 · SALARIES &amp; WAGES</b>	953,860	1,882,400	-	1,882,400	(928,540)	50.67%
105	<b>5100 · Employer-Portion Taxes/Benefits</b>						
106	5120 · Payroll Taxes (ER)	71,980	155,600	-	155,684	(83,704)	46.24%
107	<b>5210 · PERS Retirement</b>						
108	5210.01 · CalPers CLASSIC (ER Contr)	10,901	20,300	5,000	25,300	(14,399)	43.09%
109	5210.02 · CalPers PEPPRA (ER Contr)	41,634	104,300	(5,000)	99,300	(57,666)	41.93%
110	5218 · PERS Unfunded	168,617	168,700	-	168,700	(83)	99.95%
111	<b>Total 5210 · PERS Retirement</b>	221,152	293,300	-	293,300	(72,148)	75.4%
112	5222 · OPEB Contribution	-	60,000	-	-	-	-
113	<b>Total 5100 · Employer-Portion Taxes/Benefits</b>	293,132	508,900	-	508,900	(215,768)	57.6%
114	<b>5200 · Insurance</b>						
115	5220 · Health Insurance	54,433	132,000	-	132,000	(77,567)	41.24%
116	5221 · Health Insurance - Retirees	36,089	71,700	-	71,700	(35,611)	50.33%
117	5230 · Dental Insurance	5,331	13,200	-	13,200	(7,869)	40.39%
118	5240 · Vision Insurance	2,146	3,900	-	3,900	(1,754)	55.03%

	YTD Actuals (July 2019- Feb. 2021)	Original 2020-21 Budget	Increases/ (Decreases)	Revised 2020-21 Budget	Over/(Under) Revised Budget	YTD % of Revised Budget	
119	5260 · Life Insurance	693	1,400	-	1,400	(707)	49.53%
120	5270 · Workers' Compensation	49,826	47,050	2,800	49,850	(24)	105.9%
121	<b>Total 5200 · Insurance</b>	<b>148,519</b>	<b>269,250</b>	<b>2,800</b>	<b>272,050</b>	<b>(123,531)</b>	<b>55.16%</b>
122	<b>TOTAL PERSONNEL RELATED EXPENSES</b>	<b>1,395,510</b>	<b>2,660,550</b>	<b>2,800</b>	<b>2,663,350</b>	<b>(1,267,840)</b>	<b>52.4%</b>
123	<b>PROFESSIONAL &amp; TECHNICAL</b>						
124	INFORMATION TECHNOLOGY (IT)						
125	7135 · Technology Consulting	-	7,000	(7,000)	-	-	0.0%
126	7170 · Telecommunications	4,772	10,000	(500)	9,500	(4,728)	47.72%
127	7175 · Internet Service / E-Rate	10,212	53,000	-	53,000	(42,788)	19.27%
128	7180 · Technology Equipment	11,936	15,000	10,000	25,000	(13,064)	79.58%
129	7185 · Technology Maintenance Fees	15,027	18,000	500	18,500	(3,473)	83.48%
130	7190 · Website Development	162	500	-	500	(338)	32.45%
131	Total INFORMATION TECHNOLOGY (IT)	42,110	103,500	3,000	106,500	(64,390)	39.54%
132	PROFESSIONAL SERVICES						
133	7125 · Audit and Financial Consulting	45,264	60,000	30,000	90,000	(44,736)	50.29%
134	7130 · Legal Fees	18,844	60,000	(15,000)	45,000	(26,156)	41.88%
135	7140 · Architectural & Engineering	-	50,000	(50,000)	-	-	0.0%
136	7155 · Consultants - Other	27,273	100,000	(30,000)	70,000	(42,727)	38.96%
137	Total PROFESSIONAL SERVICES	91,381	270,000	(65,000)	205,000	(113,619)	44.58%
138	<b>TOTAL PROFESSIONAL &amp; TECHNICAL</b>	<b>133,492</b>	<b>373,500</b>	<b>(62,000)</b>	<b>311,500</b>	<b>(178,008)</b>	<b>42.85%</b>
139	<b>PROGRAMS</b>						
140	6200 · Youth Services	1,491	11,000	(6,400)	4,600	(3,109)	32.42%
141	6210 · Teen Services	3,580	5,500	-	5,500	(1,920)	65.09%
142	6220 · Adult Services	2,132	25,000	(15,000)	10,000	(7,868)	21.32%
143	6230 · Bob Lucas Branch Services	4,147	4,500	1,900	6,400	(2,253)	64.79%
144	6240 · Literacy Services	1,478	5,000	(750)	4,250	(2,772)	34.78%
145	6250 · Volunteer Services	376	2,000	(1,000)	1,000	(624)	37.63%
146	6260 · Summer Reading	1,101	10,000	-	10,000	(8,899)	11.01%
147	6270 · Mobile Library	-	-	2,750	2,750	(2,750)	0.0%
148	<b>TOTAL PROGRAMS</b>	<b>14,305</b>	<b>63,000</b>	<b>(18,500)</b>	<b>44,500</b>	<b>(48,695)</b>	<b>32.15%</b>
149	<b>TOTAL EXPENSE</b>	<b>2,030,894</b>	<b>3,954,050</b>	<b>277,500</b>	<b>4,231,550</b>	<b>(1,923,156)</b>	<b>47.99%</b>
150	<b>NET INCOME</b>	<b>\$ 2,034,173</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,034,173</b>	<b>100.0%</b>



**BOARD OF LIBRARY TRUSTEES  
EMERGENCY PREPAREDNESS MANUAL STAFF REPORT**

**DEPARTMENT:** Administration

**MEETING DATE:** February 22, 2020

**PREPARED BY:** Nikki Winslow

**LOCATION:** Virtual Meeting

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**TITLE:** Emergency Preparedness Manual Update

**BACKGROUND:**

ALD established an Emergency Action and Safety Team (EAST) in early 2020 to develop and implement Emergency Preparedness practices and procedures. There were especially focused on fire drills, earthquake drills and other emergency protocols so staff would feel prepared to handle these issues if there were to ever arise.

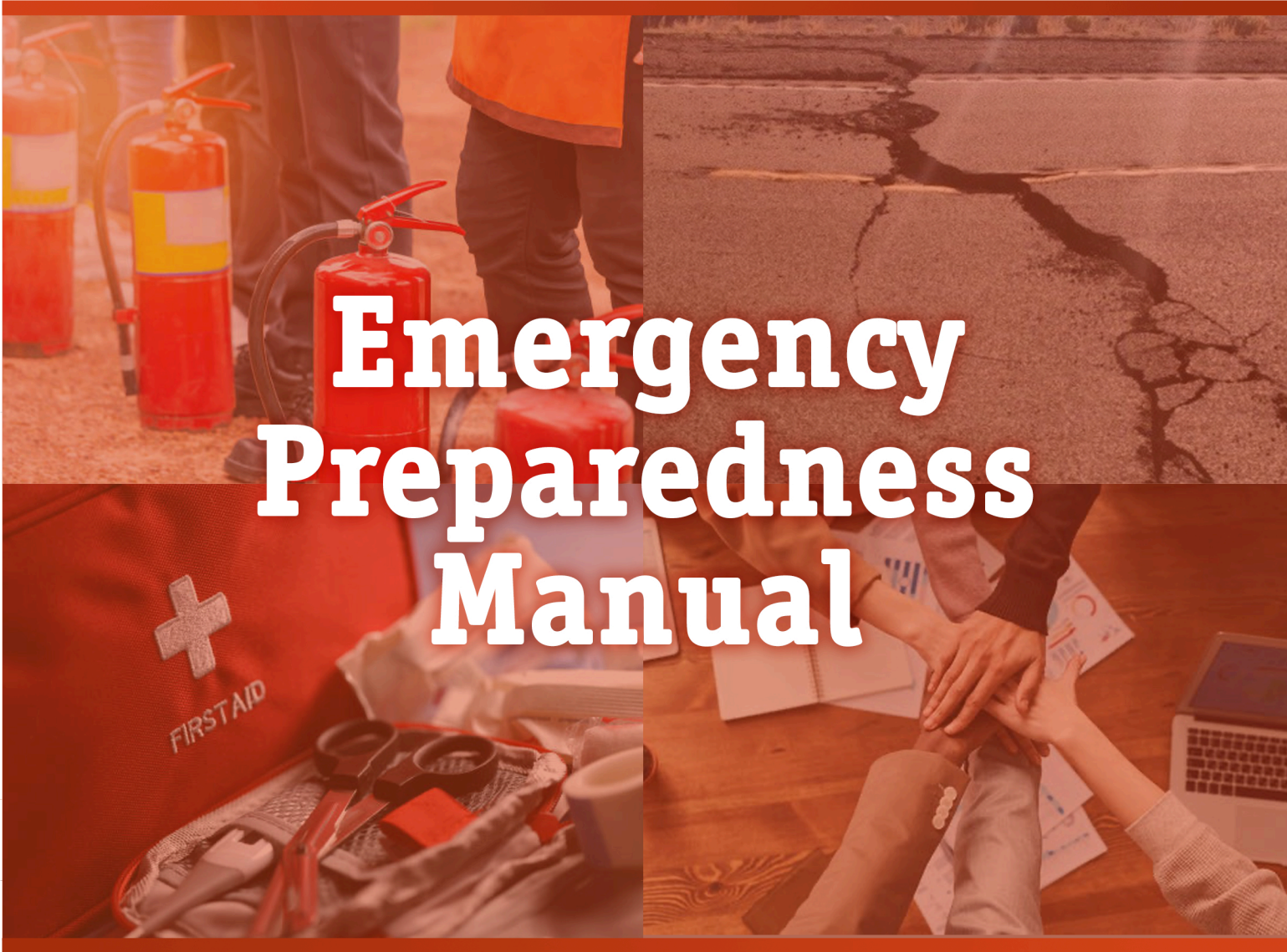
Due to the global pandemic and our closure of the libraries, the EAST changed its focus to writing a comprehensive Crisis Communication Plan that includes a leveled response to opening and closing the library in the case of an emergency that was utilized throughout 2020 in response to the ever-changing issues surrounding the pandemic.

EAST went back to work on the Emergency Preparedness Manual in the fall of 2020. This included review of our former manual, research of other plans in libraries and other institutions and regular meetings to discuss and revise this important resource.

One of the key additions to the Manual is a schedule of drills that will be completed throughout the year, so management and staff feel prepared in the event of a fire, earthquake, or missing child. Management will work with those assigned with being in charge of the building to ensure they feel prepared to lead a drill or actual emergency.

I would like to thank the staff for their thoughtful and detailed work on putting together the Emergency Preparedness Manual, especially Helen Milner that led the EAST this past year. I would also like to thank Chloé for her help drafting the maps and editing the document to make it so visually appealing.





# Emergency Preparedness Manual



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1. Emergency Reference Sheet
2. Building Maps and Safety Instructions
3. Emergency Drill and Preparedness Plan
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7. Contamination, Explosion, Chemical Accident, Flammable Liquid Spill, Gas Leak
8. Earthquake
9. Fire
10. Suspicious Package
11. Weather-Related Incident

# 1. EMERGENCY REFERENCE SHEET

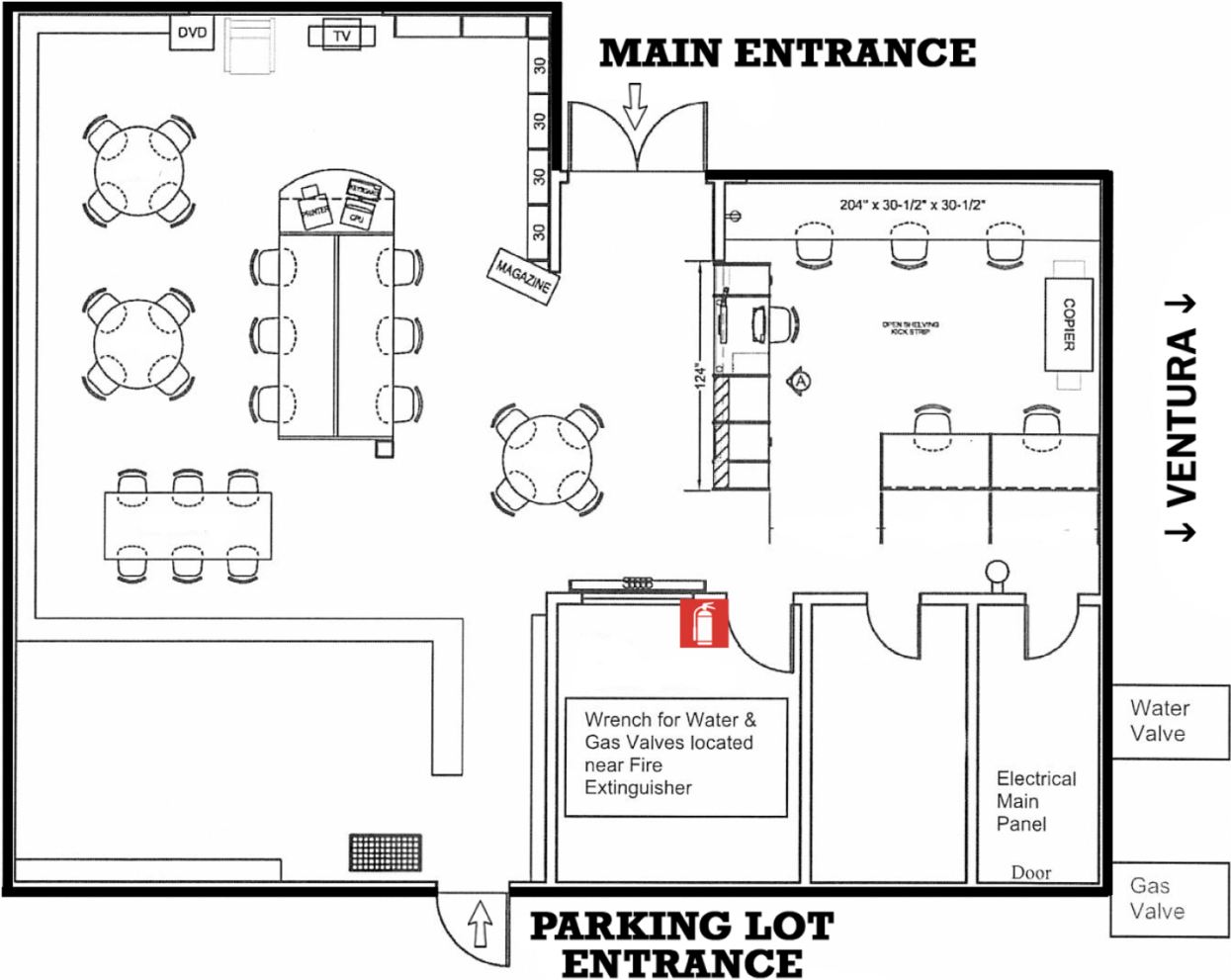
## FIRST PROTECT LIBRARY STAFF AND PATRONS; AND THEN PROTECT COLLECTION AND EQUIPMENT

<p><b>IMPORTANT PHONE NUMBERS</b></p> <p>Emergency: 911</p> <p>Sheriff Non-Emergency: 626-798-1131</p> <p>Fire Non-Emergency: 626-797-0379</p> <p>Library Director Cell: 626-316-0431</p> <p>Facilities Manager Cell: 626-497-9463</p> <p>IT Manager Cell: 626-316-0997</p>	<p><b>EARTHQUAKE</b></p> <p>If you feel the building begin to shake or jolt, shout for everyone to take cover immediately. Get under a table or desk if possible. Get as far away from the book stacks as possible. Crouch down with your back to any window.</p>
<p><b>POWER FAILURE</b></p> <p>If the power fails in the building, emergency lighting will automatically light. Notify the Facilities Manager 626-798-9463 and inform them of the problem. Call Library Administration at 626-798-0833, ext. 118, to inform of the situation.</p>	<p><b>CODE ADAM</b></p> <p>When a child is reported missing, announce “Code Adam” over the walkie-talkies provided at each service desk. Send staff to all exits to prevent anyone from leaving. Get a description from the parent or caregiver and search the restrooms and other areas of the building to see if the child can be located. If not found in 10 minutes, call the 911.</p>
<p><b>FIRE</b></p> <p>If you discover a fire, detect smoke or are informed of a fire, sound the nearest fire alarm, which is found on the alarm panel and call 911. Once alarm has been sounded, evacuate the building as quickly as possible.</p>	<p><b>BOMB THREAT</b></p> <p>If you receive a bomb threat by phone or by note, keep calm and notify Administration right away and call 911. Wait for further instructions from Emergency Personnel on what measures to take next. Be prepared to leave the building in an orderly manner.</p>
<p><b>MEDICAL EMERGENCY</b></p> <p><b>Call 911</b></p> <p>Notify supervisor.</p> <p>If unconscious, staff will perform CPR/AED machine if applicable.</p>	<p><b>SUSPICIOUS PACKAGE/MAIL</b></p> <p>Anything out of place which cannot be accounted for, any item suspected of being an explosive device, or if you find a suspicious object anywhere on the premises – Call 911. Keep everyone away from the item.</p>

## 2. BUILDING MAPS & SAFETY INSTRUCTIONS

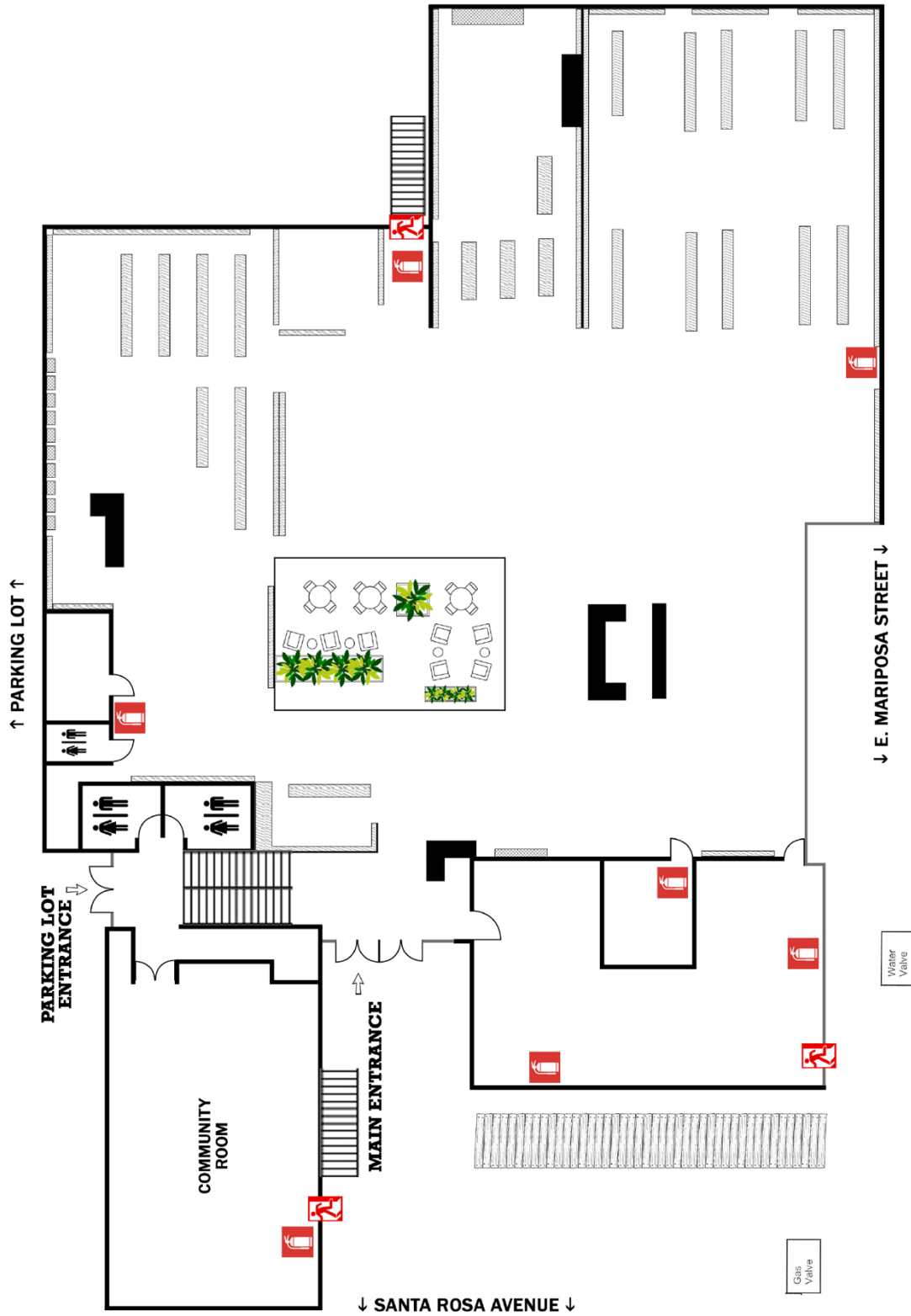
Bob Lucas Memorial Library & Literacy Center  
2659 Lincoln Avenue, Altadena, CA 91001

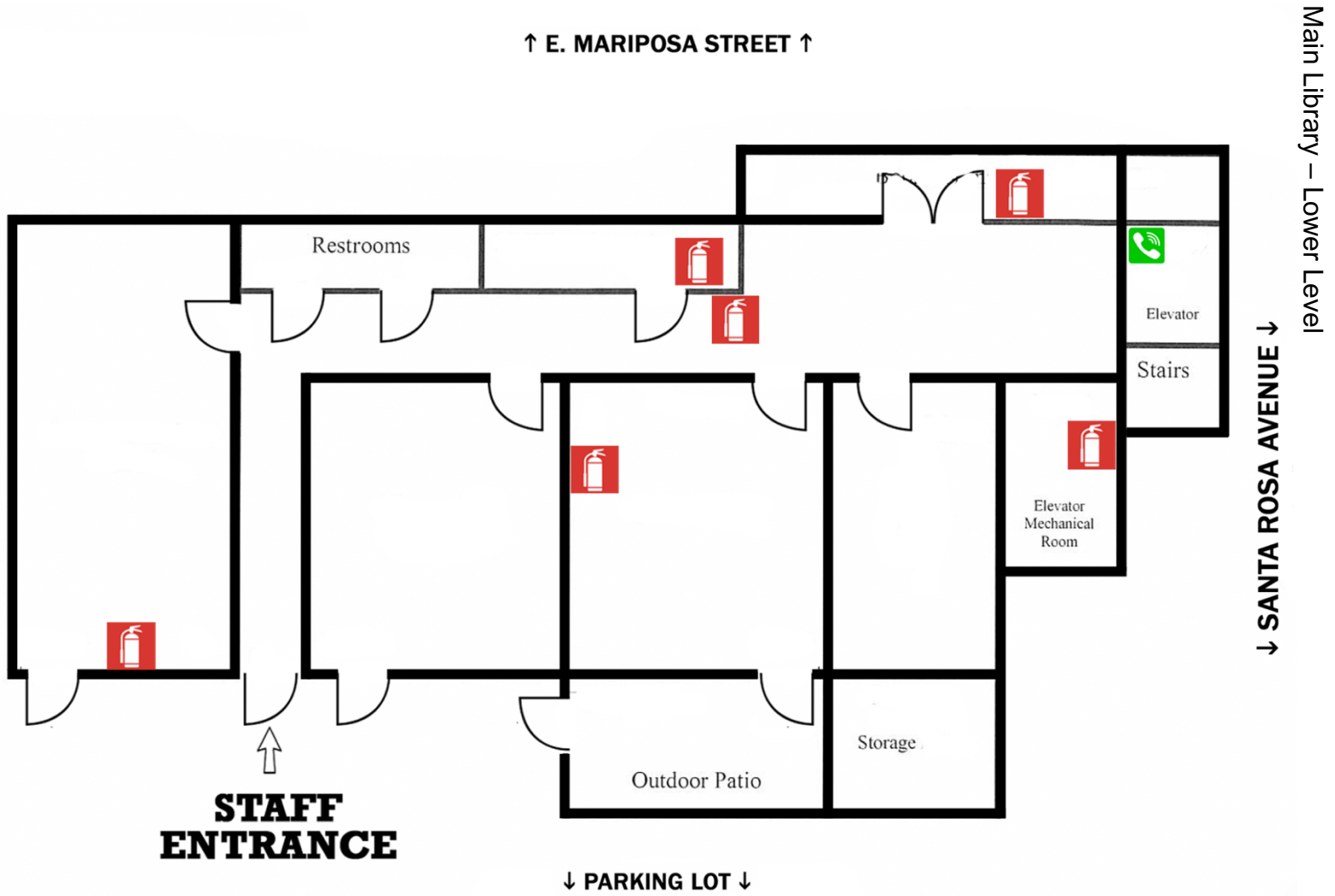
↑ LINCOLN AVENUE ↑



↓ PARKING LOT ↓

Main Library – Upper Level  
600 E. Mariposa Street, Altadena, CA 91001





# 3. EMERGENCY DRILL & PREPAREDNESS PLAN

## Fire Drills

	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Assigned PIC				
Date/Time				
Duration of the drill				
# of Patrons/ Staff evacuated				

## Earthquake

The Great Shakeout is scheduled for \_\_\_\_\_ this year. Assigned PIC \_\_\_\_\_ will oversee this drill.

## Code Adam

	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Assigned PIC				
Date/Time				
Duration of the drill				
Staff person who located the child				

## 4. ACTIVE SHOOTER PROCEDURE

Profile: An Active Shooter is an individual actively engaged in killing or attempting to kill people in a confined and populated area, typically through the use of firearms.

### Characteristics of an active shooter situation:

- Victims are selected at random
- The event is unpredictable and evolves quickly
- Law enforcement is usually required to end an active shooter situation

### Coping with an active shooter situation:

- Be aware of your environment and any possible dangers
- Take note of the two nearest exits at both the Main Library and Bob Lucas Branch
- If you are in an office, stay there and secure the door
- Attempt to take the active shooter down as a last resort

In the event of an active shooter situation, one of the following ACTIONS is recommended: (ANY STAFF MEMBER IN PROXIMITY TO THE PANIC BUTTON SHOULD ACTIVATE)

1. EVACUATE (RUN)
  - a. Have an escape route and plan in mind
  - b. Leave your belongings behind
  - c. Keep your hands visible
2. HIDE OUT (HIDE)
  - a. Hide in an area out of the shooter's view
  - b. Lock the doors and block entry to your hiding place
  - c. Silence your cell phone
3. TAKE ACTION (FIGHT)
  - a. As a last resort and only when your life is in imminent danger
  - b. Attempt to incapacitate the shooter
  - c. Act with physical aggression and throw items at the shooter

### Call 911 when it is safe to do so.

After the threat has passed, let your supervisor know that you are OK.

### Information you should provide to law enforcement or the 911 Operator:

- Location of the active shooter
- Number of shooters
- Physical description of shooters

- Number and type of weapons held by shooters
- Number of potential victims at the location
- Clarify what floor of the building you are calling from

How to respond when law enforcement arrives:

- Remain calm and follow instructions
- Put down any items in your hands (i.e., bags, jackets)
- Raise hands and spread fingers
- Keep hands visible at all times
- Avoid quick movements toward officers such as holding on to them for safety
- Avoid pointing, screaming or yelling
- Do not stop to ask officers for help or direction when evacuating



## 5. BOMB THREAT PROCEDURES

Most bomb threats are received by phone. Bomb threats are serious until proven otherwise. Act quickly and remain calm. Below is a list of procedures to follow in certain bomb threat situations.

### If a bomb threat is received by phone:

1. Remain calm do not hit the panic button. Keep the caller on the line as long as possible and **DO NOT HANG UP EVEN IF THE CALLER DOES\***
2. Listen carefully, be polite and show interest.
3. Try to keep the caller talking to learn as much information as possible.
4. If possible, write a note to another staff member to call the authorities (911) immediately and inform administration or, as soon as the caller hangs up, you do it yourself.
5. If your phone has the caller ID, copy the number or letters and have it ready to hand over to the authorities. Also remember to write down the **DATE, TIME, TIME CALLER HUNG UP, PHONE NUMBER WHERE CALL WAS RECEIVED.**
6. Remember to write as much detail as possible to the following questions:
  - a. Where is the bomb located?
  - b. When will it go off?
  - c. What does the bomb look like?
  - d. What will make it explode?
  - e. Did you place the bomb?
  - f. Why?
  - g. What is your name?
7. Immediately after phone call ends, **DO NOT HANG UP THE PHONE\***, call from a different phone the appropriate authorities and wait for further instructions from said authorities.

### If the bomb threat is received by a hand-written note:

1. Call 911 and notify Library Administration
2. Handle note as minimally as possible
3. Put note in some type of envelope and give to proper authorities.

### If bomb threat is received by email:

1. Call 911 and notify Library Administration
2. **DO NOT DELETE THE EMAIL\***

### **\*DO NOT:**

1. Use two-way radios or cellular phones. Radio signals have the potential to detonate the bomb.

2. Evacuate the building until the proper authorities evaluate the threat.
3. Activate the Fire Alarm
4. Touch or move a suspicious package (**Follow procedures for suspicious packages**)

If staff are threatened on personal cell – do not hang up – tell coworker to **use landline to alert authorities (911)**

## 6. CODE ADAM (MISSING CHILD)

**STEP 1** If a patron approaches you and says that a child is missing, find a Manager or Person-In-Charge (PIC) who will quickly get a detailed description. Description will include:

- Name, age, hair color, eye color, and gender
- Approximate weight and height
- What the child is wearing, such as color and type of clothing and, more importantly, **shoe color and style** (although the clothes may be changed, an abductor does not usually remove or change shoes)

**STEP 2** The PIC will go to the nearest in-house phone and page “Code Adam”. PIC will give the description of missing child via the Walkie-Talkie provided at each service desk. (**Do not announce the child’s name**)

- The PIC will direct one staff person to each exit of the building and not allow any patrons to leave until the child is located.
- The PIC will have the parent, guardian, or caregiver of the missing child assist the PIC in monitoring the entrances and in identifying the lost child. This includes checking the public restrooms for any children.
- After hearing the “Code Adam,” all library staff will get their Walkie-Talkie and listen for description of the missing child. The PIC will give description of child via Walkie-Talkie.
- One person in each department will check the assigned areas of responsibility: Refer to evacuation procedures for area to check. PIC will assign staff person and/or a 2<sup>nd</sup> security guard to check the parking lot.

**STEP 3** If the child is not found within 10 minutes, call the police. Don’t hesitate, the police would rather get a second call saying the child has been found, rather than to discover too late that the child has been abducted.

**STEP 4** If the child is found and appears to have been lost and unharmed **reunite the child** with the searching family member.

**STEP 5** If the child is found accompanied by someone **other than the parent or legal guardian**:

- Use reasonable efforts to delay the departure of the adult with the child, but do not put anyone---yourself, the staff, or other customers at risk.
- Call the police and identify the person accompanying the child.
- Try to note the details of the person with the child as much as possible – gender, hair, clothing, car details, license plate. Collect as much identifying information as possible, including photos with a cell phone if available.

**STEP 6** Conclude the incident by saying “Code Adam Canceled” on the PA.

- Complete incident report even if the child was just lost or hiding.

## 7. CONTAMINATION, EXPLOSION, CHEMICAL ACCIDENT, FLAMMABLE LIQUID SPILL, GAS LEAK, OR FALLEN AIRCRAFT

**Profile:** Hazardous materials come in the form of explosives, flammable and combustible substances, poisons, and radioactive materials. These substances are most often released as a result of transportation accidents or because of chemical accidents at work.

### All Staff:

1. Remain calm.
2. If there is time, call 911.
3. If phones are not working, send for help.

### If a chemical or toxic spill occurs within the building:

1. If toxic chemicals come in contact with your skin, immediately flush the affected area with clear water.
2. Notify your supervisor or PIC of the extent and location of the spill.
3. If there is any possible danger, evacuate your area.

### If a chemical fire occurs within the building:

1. Remain calm.
2. Call the Fire Department.
3. If the fire is small, attempt to put it out with a fire extinguisher. Do not jeopardize your personal safety.
4. Never allow the fire to come between you and an exit.
5. Notify your supervisor or PIC of the location and extent of the fire.
6. Evacuate your area if you are unable to put out the fire.
  - Do not run.
  - Give assistance as needed to children, the elderly, and the differently abled.
  - Close doors behind you to contain the fire.
  - Go to a designated area. Main floor evacuees should go to the North side of Mariposa Street. Lower-level evacuees should assemble in the SE garden area of the parking lot.
7. Do not break windows. Oxygen feeds a fire.
8. Do not attempt to save possessions at the risk of personal injury.
9. Do not return to the area until cleared by emergency personnel. Remain in place until told to leave by law enforcement personnel.
10. Follow the instructions of the Building Supervisor, Security Monitor, PIC, Library Director or Branch Manager if incident occurs at Bob Lucas.

**If toxic vapors are present outside the building, stay in the building, closing all windows and doors.**

**All chemical spills and fires, no matter how small, must be reported to a supervisor.**

## 8. EARTHQUAKE

### In the case of a major earthquake:

1. At beginning of shaking, Staff on duty at public desks (Info, Teens, Children's) announces loudly: "Drop, cover and hold-on!"

### Following the earthquake:

1. After the tremors stop, staff announces to patrons "Remain where you are until we can assess a safe exit route". Do not use the elevator.
2. Staff on duty at public desks (Info, Teens, Children's) will look to their nearest exit and act as leader to evacuate patrons. Look out for fallen glass, light fixtures, bookshelves. Staff in offices should grab emergency duffle bags and exit the building. Be prepared for aftershocks.
3. When evacuating outside, assemble away from buildings and trees.
4. Administer First Aid from duffle bags outdoors, if needed.
5. Call 911 for individuals who are injured and need medical attention.
6. Remain alert for aftershocks.
7. Facilities Manager/Director/PIC will assess for damages and shut off utilities:
  - a. water pipes
  - b. shorting electrical circuit
  - c. gas leak

### After evacuating:

8. DO NOT RETURN to the building for any reason until the building is declared safe.
9. Minors without an adult present - staff keep underage patrons together and calm. Find phone for minors to contact parent/guardian.
10. If the building is declared unsafe - Director and Board President will make the determination to close.

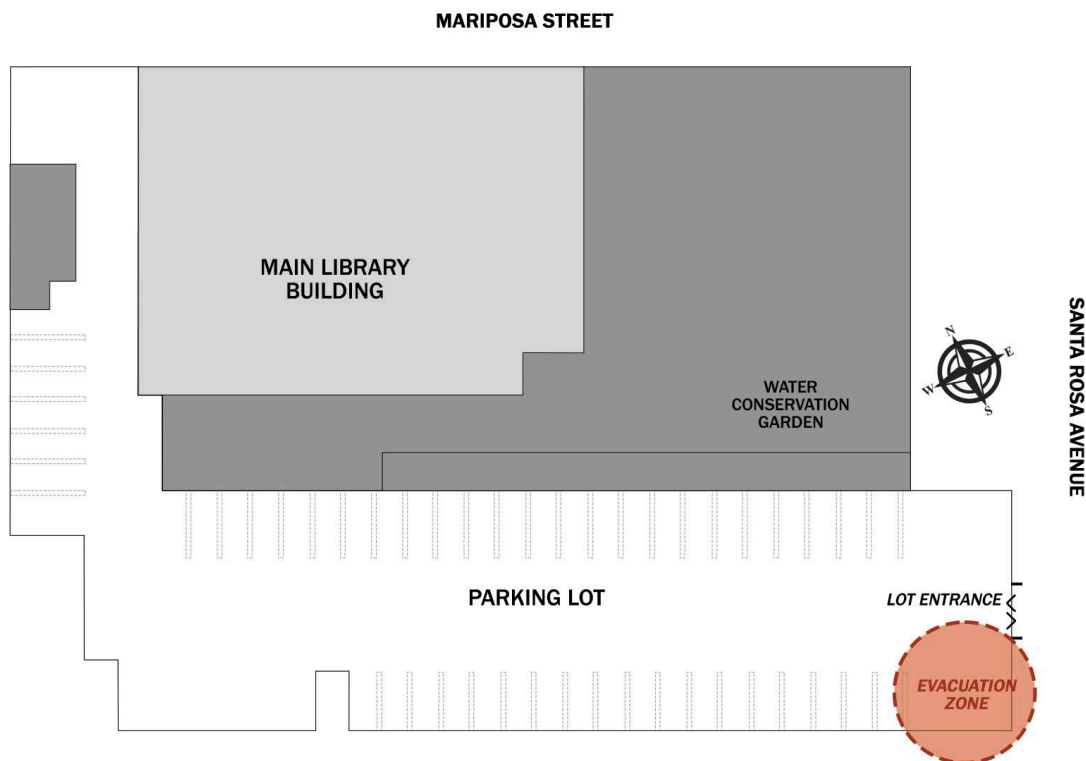
## 9. FIRE

### If you see smoke or discover a fire:

1. Sound nearest fire alarm and evacuate the building immediately via the nearest exit to the parking lot.
2. When the fire alarm sounds, PIC will use phone intercom to instruct staff and patrons to evacuate the building using the nearest exit.
3. PIC will contact fire department by calling 911. If possible, call from outside the building.
4. Library staff proceeding to evacuate will direct and guide patrons to the nearest exit. Close doors as you exit the building to slow the spread of the fire.
5. Staff will direct patrons to assemble in the designated evacuation zone in the SE garden area of parking lot (see map below). Once FD arrives, PIC will identify him/herself to fire crew and answer any questions they have.
6. If patrons insist on leaving – let them.
7. No one is allowed to return to building until FD has given clearance.

### If a small/localized fire occurs:

1. Locate the nearest fire extinguisher and attempt to put out the fire.
2. Notify Manager or PIC of the extent of the fire after it has been extinguished.
3. DO NOT at any point jeopardize your safety.



## 10. SUSPICIOUS PACKAGE OR MAIL

A suspicious item is defined as anything which is out of place and cannot be accounted for or any item suspected of being an explosive device. If you receive a written threat or a suspicious parcel, or if you find a suspicious object anywhere on the premises keep anyone from handling it or going near it.

### Signs of a suspicious package:

- No return address
- Misspelled words
- Strange order
- Restrictive notes
- Poor handwriting
- Stains
- Foreign postage
- Unexpected delivery
- Excessive postage
- Incorrect titles
- Strange sounds
- Left in unusual location

### For suspicious packages and letters:

- Isolate it — Don't handle it
- Do not open it
- Treat it as suspect
- Ensure all persons who have touched it wash their hands with soap and water
- Notify your supervisor immediately
- Call the police department - 911
- Call U.S. Postal Inspection Service if it came in the U.S. mail - 877-876-2455 or fill out report online: [U.S. Post Inspection Service \(USPIS\)](#)

### What to do if a **SUBSTANCE** is received in the mail:

- Isolate the damaged or suspicious mail piece or package. Cordon off the immediate area.
- Ensure everyone who has handled the mail piece wash their hands with soap and warm water.
- Notify your supervisor immediately.
- Call the police department by dialing - 911 if not already done.
- List all persons who have touched the mail piece. Including contact information and have this available for authorities. Provide the list to the U.S. Postal Inspection Service.
- Place all items worn when in contact with the suspected mail piece in plastic bags and have them available for law enforcement agents.
- Shower with soap and water as soon as practical.
- Call a Postal Inspector at 877-876-2455 or at the number provided by a Postal Inspector contact to report that you have received a letter or parcel in the mail that may contain harmful substances.

## 11. WEATHER-RELATED INCIDENT

### **High Wind:**

If on a particular day the weather conditions become extreme and the safety of library patrons and staff cannot be maintained, the Director will make the determination to close after consulting NOAA weather predictions and the closing plans of neighboring libraries.

If winds are as high as 40 miles per hour, call the Director to see if you can close the library.

If people are in the library, and it is too dangerous to leave, move them to a safe room until it is safe to leave.

Evacuate the library once it is safe to leave.

### **Shelter in place**

In the event patrons and employees need to shelter at the library, the PIC will direct them to safe areas (Community Room – no windows).

### **If it is deemed safe to evacuate by officials or if there is a power outage:**

Follow evacuation procedures:

Evacuate via the nearest Exit or by following the posted evacuation route(s) unless it is unsafe.

Tell the public to leave and go home or to a safe place.

Check all areas of the building to be certain everyone is notified.

Allow people to stay in the building if they feel it is unsafe to leave (unless there is a power outage)

Allow children and others to stay in the building if they cannot leave on their own and arrange for them to be picked up by their family. (see unattended children policy)

The PIC will allow patrons who do not have a cell phone to use the library phone to make emergency arrangements. Staff will assist with transportation issues.

Assign staff to stay with people without transportation in the building.

### **Library is closed**

Make sure patrons and staff are evacuated safely.

The Marketing and Communications Manager will update the public by posting necessary signage, social media, website, and telephone messages to announce the closing of the library building.

Staff will be notified that the library is closed.