



## AGENDA

Regular Meeting Board of Library Trustees | Altadena Library District  
Virtual – Zoom – May 24, 2021 – 5:00 p.m.

### IMPORTANT NOTICE REGARDING MAY 24, 2021 MEETING

This meeting will be 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 May 24, 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

#### 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 April 26, 2021 [Pages 3-7](#)

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

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

- V. Department Updates & Special Presentations (Informational)**
  - a. Department Update Reports – April 2021 [Pages 8-18](#)
  - b. Summer Reading Program Promotion - Presentation [Pages 19-28](#)
  
- VI. Reports (Informational)**
  - a. Support Groups
    - Altadena Library Foundation [Page 29](#)
    - Friends of the Altadena Library [Page 30](#)
  - b. District Director's Report [Pages 31-33](#)
    - Library Operations
    - Statistics
  - c. Financial Reports – March 2021 [Pages 34-44](#)
  - d. Board of Trustees Standing Committee Reports
    - Budget Committee [Pages 45-46](#)
    - CFD Committee [Page 47](#)
  - e. Board of Trustees Ad Hoc Committee Reports
    - Facilities Committee [Pages 48-49](#)
    - Redistricting Committee [Page 50](#)
  - f. Liaison Reports [Pages 51-56](#)
  - g. Trustee Reports
  
- VII. Unfinished Business**
  - a. None
  
- VIII. New Business**
  - a. Review and Approval of Bond Underwriting Services Request for Proposals (RFP) **(Action)** [Pages 57-83](#)
  - b. Review and Approval of Community Facilities District (CFD) Administration Services RFP **(Action)** [Pages 84-110](#)
  - c. Review and Approval of ALD's Lost and Found Policy **(Action)** [Pages 111-112](#)
  - d. Resolution to Update ALD's Board of Library Trustees' Policies and Procedures **(Action)** [Pages 113-150](#)
  - e. Review and Approval of ALD's Purchase of Additional Services from Paychex, ALD's current Payroll and Human Resources Service Provider **(Action)** [Pages 151-161](#)
  - f. Review and Approval of Altadena Library District's (ALD) Proposed Fiscal Year 2021-2022 Budget **(Action)** [Pages 162-171](#)
  - g. Review of the Art Appraisal Report for the George Gardner Symons Painting **(Informational)** [Pages 172-183](#)
  - h. Review of the Adopted Fiscal Year 2021-2022 Budget for the Local Agency formation Commission for the County of Los Angeles (LAFCO) **(Informational)** [Pages 184-186](#)
  
- IX. Governance**
  
- X. Announcements & Planning**
  - a. Correspondence
  - b. Proposed Future Agenda Items
  
- XI. Adjournment**
  - a. Adjourn Meeting



## MINUTES

Regular Meeting Board of Library Trustees | Altadena Library District  
Virtual – Zoom – April 26, 2021 – 5:00 p.m.

### IMPORTANT NOTICE REGARDING APRIL 26, 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>

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#### I. Call to order

The meeting was called to order by Trustee Katie Clark at 5:01pm.

#### 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 Andruess to adopt the Agenda.**

**Seconded by Trustee Wilkerson.**

**Roll Call Vote:**

**Trustee Andruess: Aye**  
**Trustee Capell: Aye**  
**Trustee Cervantes: Aye**  
**Trustee Wilkerson: Aye**  
**Trustee Clark: Aye**  
**Motion passed.**

- d. Public Comment on Non-Agenda Item  
No public comment made.

**III. Consent Calendar**

**Moved by Trustee Cervantes to approve the Consent Calendar.**  
**Seconded by Trustee Capell. Trustee Katie Clark opened floor for discussion.**

**Roll Call Vote:**

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

**Motion passed.**

*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 March 22, 2021

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

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

**V. Department Updates & Special Presentations (Informational)**

- a. Department Update Reports – March 2021  
Multiple Trustees provided kudos and comments of appreciation for Altadena Library staff's work.
- b. Read Local, Shop Local Program Presentation  
Assistant District Director, Viktor Sjöberg, presented regarding the new Read Local, Shop Local Program as well as National Library Week happenings and partnerships being developed in the community to promote and support equity.

**VI. Reports (Informational)**

- a. Support Groups
- Altadena Library Foundation  
President Bridget Brewster provided report.
  - Friends of the Altadena Library  
President Marne Brown provided report.
- b. District Director's Report  
Director Nikki Winslow provided report.
- c. Financial Reports – February 2021  
Administrative Services Manager Nicole Fabry provided report.
- d. Board of Trustees Standing Committee Reports
- Budget Committee



- No report.
  - CFD Committee  
Trustee Andruess provided report.
- e. Board of Trustees Ad Hoc Committee Reports
  - Facilities Committee  
Trustee Capell provided report.
  - Redistricting Committee  
Trustee Wilkerson provided report.
- f. Liaison Reports  
Trustee Andruess provided Government Liaison report.
- g. Trustee Reports  
Trustee Capell and Trustee Clark provided reports.

**VII. Unfinished Business**

- a. None

**VIII. New Business**

- a. Approval of Updated Collections Development Policy (**Action**)  
Assistant District Director, Viktor Sjöberg introduced the action item explaining that the Altadena Libraries updated the Collection Development Policy to include diversity audits, best practices, and formalize a collection reconsideration procedure.  
**Moved by Trustee Wilkerson to approve the Updated Collections Development Policy. Seconded by Trustee Andruess. Trustee Katie 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  
**Motion passed.**
- b. Implementation of New Payroll System – Paychex Flex (**Informational**)  
Administrative Services Manager, Nicole Fabry reported on the implementation of the District’s new payroll system – Paychex Flex.  
**No action taken.**
- c. Review and Approval of the Fiscal Year 20-21 Budget Reallocation (**Action**)  
Administrative Services Manager, Nicole Fabry reported that library collection selectors requested reallocations from physical materials to downloadables (e-books, magazines, Hoopla, CloudLibrary – i.e. items patrons can check-out online). The reallocation has a zero-net budget impact.  
**Moved by Trustee Cervantes to approve the Fiscal Year 20-21 Budget Reallocation. Seconded by Trustee Andruess. Trustee Katie 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**  
**Motion passed.**

- d. Review and Approval of Municipal Advisory Services Recommendation from Community Facilities District (CFD) Committee **(Action)**  
District Director, Nikki Winslow introduced the item by reviewing the process for the recommendation and main points of the report.

**Moved by Trustee Capell to authorize the District Director to contract with Urban Futures, Inc. for Municipal Advisory Services for the duration of the bond issuance process and any post-issuance guidance as needed. Seconded by Trustee Cervantes. Trustee Katie 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**

**Motion passed.**

- e. Review and Approval of Bond & Disclosure Counsel Services Recommendation from CFD Committee. **(Action)**  
District Director, Nikki Winslow introduced the item by reviewing the process for the recommendation and main points of the report.

**Moved by Trustee Cervantes to authorize the District Director to hire Best, Best & Krieger as Bond & Disclosure Counsel with the caveat that additional legal services might be retained to review their pronouncements. Seconded by Trustee Capell. Trustee Katie 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**

**Motion passed.**

- f. Discussion and Motion to Join the California Special Districts Association's Special District COVID-19 Relief Funding Coalition **(Action)**  
Trustee Andruess introduced the item and explained the purpose of joining the COVID-19 Relief Funding Coalition.

**Moved by Trustee Wilkerson to approve the District joining the California Special Districts Association's Special District COVID-19 Relief Funding Coalition by adding us as a signatory to the letter to Governor Newsom. Seconded by Trustee Cervantes. Trustee Katie 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**

**Motion passed.**

**IX. Governance**

**X. Announcements & Planning**

- a. Correspondence  
No items to discuss.
- b. Proposed Future Agenda Items  
Trustee Andrues mentioned a joint meeting with the Community Facilities District and Ad-hoc Facilities committees. Special Meeting to be scheduled once we have the Municipal Advisor and Bond & Disclosure Counsel are onboarded.

**XI. Adjournment**

- a. Adjourn Meeting  
Trustee Andrues moved to adjourn the meeting. Seconded by Trustee Capell.  
Trustee Clark called for objections. No objections to adjourn were made.

Meeting adjourned at 6:45pm.



**BOARD OF LIBRARY TRUSTEES  
ASSISTANT DIRECTOR'S REPORT FOR APRIL 2020**

**DEPARTMENT:** Adult Services

**MEETING DATE:** May 24, 2021

**PREPARED BY:** Viktor Sjöberg

**LOCATION:** Virtual Meeting

### Getting Our Space Ready

In addition to offering in-person services in the Community Room, our staff has also been preparing the floor of the Main Library for the expansion of services on May 18. One of the final steps is establishing an official space for the Altadena Zine Library collection. The collection, which launched this past summer, will be browsable in its entirety for time ever in our magazine area, displayed next to our conventionally published magazines. Learn more about the Zine Library and watch archived zine programming through its [Instagram account](#). Our team is excited to welcome our neighbors back!



### Scavenger Hunts

As a part of our National Library Week celebration, we presented two Neighbor-to-Neighbor scavenger hunts. The Main Library and the Bob Lucas Library each had their own hunt with clues hidden throughout local businesses and local neighbors. Community members were able to come and pick up the guide at the libraries and from there, start the hunt. Once they finished the scavenger hunt, they won a gift card to one of our Read Local, Shop Local partner businesses! In total, we had 12 winners.

The scavenger hunts were a new way for us to try safe outdoor programming. They served to activate participants and further connect them to their neighborhoods. One neighbor shared that “it was nice to go around and explore the cute places of Altadena, and the clues were great!” and several participants commented that the scavenger hunt helped them discover businesses and places in the community that they were previously not familiar with.

## Seed Library

The April Seed Library featured Nancy Chin, aka Farmer Nancy. Nancy maintains Nancy's Garden, an urban farm in Hacienda Heights where she grows some of the most beautiful certified organic produce you will ever see on less than an acre of land.

Nancy started putting in the garden at age six when her grandmother, an avid gardener, recruited her help. Today, it's how she makes her living. In 2020, Nancy achieved a longtime goal by becoming a Master

Gardener through the University of California Cooperative Extension program. Nancy shared her expertise on how to get your seedlings safely into the ground and thriving. [Watch the archived recording here.](#)



## A Quiet Space – Meditate with the Altadena Library continues

The Altadena Library District presented weekly mid-day meditations in March, where community members joined library staff, who lead by example by attending on work time. The response to the series was incredibly positive and we are bringing back our weekly meditations, facilitated by certified meditation instructor Amy Rutledge, for May and June. Those interested in participating in the virtual sessions can [sign up here](#). (Wednesdays, May 5 – June 30, 12:30 – 1:00 p.m.)



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

**DEPARTMENT:** Youth and Family Services    **MEETING DATE:** May 24, 2021

**PREPARED BY:** Mylinh Hamlington    **LOCATION:** Virtual Meeting

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### **General Updates**

- Shawnee Downing and Marian Ekweogwu started as our new Library Aides this month. They are already getting a good handle on things and have been great additions to our staff team.
- Helen Cate's [Spoon Puppet kits](#) have gotten high circulation and praise during their first month of availability.
- The diversity audit is continuing slowly but surely. I am interested in hearing back from Adult Services what they have learned during the Diversity Audit course that a few of them have started.

### **Programming**

- Helen Cate coordinated a series of videos for teens and children for Ramadan that were edited by Yvette and posted on our YouTube page. A [read-a-long](#) of *Golden Domes and Silver Lanterns: A Muslim Book of Colors* by Hena Khan read by teen volunteer Yahya Abdur-Rahim was the most viewed children's video this month with a current total of 151 views!
- With the added addition of the April Ramadan series videos and our regular early literacy videos we had a total of 327 YouTube views of our Children's videos this month.
- Amanda completed her Panel to Page program series which started February 2020. She has put together a printed hardcover book of original comics created by 10 tween (9-12 year old) artists. Two of these books will be in circulation for check-outs from our libraries.

### **Grants**

- Yvette and I have made good progress on building our Read With Me picture book kits which are being funded through a grant from the California State Library. We have purchased all the books and received most of them. The bags have been designed, printed, and procured. The entire YFS team is working on creating early literacy tip sheets that will be included in each kit. Once the final books are received and the kits are cataloged, they will be available for check-out from each of our library branches including the Bookmobile.

- Yvette was also notified this month that her proposal for a Virtual Youth Programming grant from the California State Library will be funded. The funds from this grant will allow us to purchase circulating kits of iPads and Apple pencils for school-age children to check out and then use in a series of programs for tweens and teens using the app Procreate. Additional programs will include a recurring family book club and a regular readers advisory series that introduces readers to new juvenile chapter books.

### **Outreach**

- The Jackson Elementary Read-a-thon was held in April. We partnered with a group of parents from the school to provide a giveaway book to all the students at Jackson and the creation and facilitation of their read-a-thon challenge on Beanstack. A total of 102 students registered for the April event. As the lead for this project, Yvette created a fun and interactive challenge and built strong connections with the Jackson community.
- Isabelle and I have been in communication with a volunteer from 5 Acres who works with the foster youth that reside in their cottages. We are planning on working with her to create an online summer reading challenge specifically for the 5 Acres youth. We will also provide them with OurSummer kits and do a few virtual visits to their reading groups over the summer.
- Yvette will be meeting with the librarian for Washington and Elliot middle schools in May to discuss some possible partnership ideas. Our hope is to be able to create library accounts for each of the students in both schools and create a holds service where we will bring any holds requested by the students to their schools on a regular basis. The school librarian will help the students place and receive their holds. Because these middle schools do not have large library collections, we think that this will be a great way to facilitate getting books into the students' hands.

### **Training and Presentations**

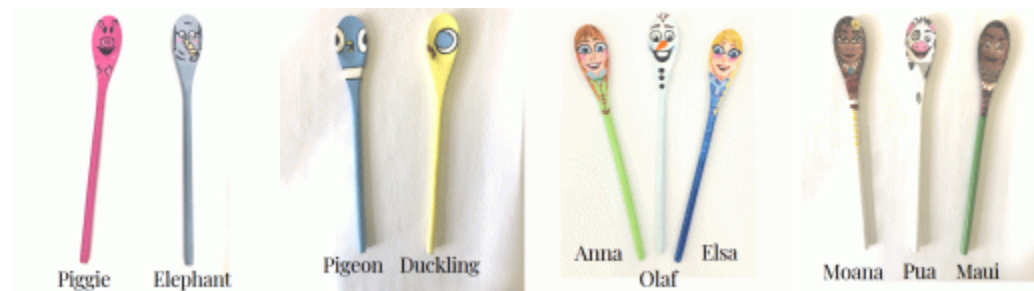
- Amanda is preparing to participate on a panel of Latinx library staff in May. The title of the discussion is [“The Problem with Latinidad.”](#) This discussion is being organized by [WeHere](#), an online group for people in the BIPOC library and information science profession.
- Amanda, Yvette and I are participating in a professional development course on Brazelton Touchpoints in Libraries. The Brazelton Touchpoints are a framework that supports effective family and caregiver interactions in the library. The course includes seven online modules with live discussions followed by six monthly reflective discussions.
- I and a few other members of the management team are also completing an InfoPeople course provided by California Libraries Learn called “Cultivating Civility, Resilience, and Reflection in the Library Workplace.” The course started in April and will run through the month of May.

### **OurSummer with Altadena Libraries**

- This year’s summer program for PreK – 5<sup>th</sup> graders will consist of three distinct elements:

- Each participant will receive an OurSummer kit which includes supplies to create up to 8 suggested crafts, a paper log (badge book) to track their reading and provide other activity suggestions, and free books appropriate for their age range. We have English and Spanish/English bilingual kits available.
- Participants have the option to participate in our online challenge – which they can also follow along with using their paper tracker. Completions and submission of final evaluations will provide entries into our final summer drawing.
- Staff and outside presenters will provide a mix of virtual and in-person programming for children and families.

A few of the painted spoons that are a part of our [Spoon Puppet kits](#)







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

**DEPARTMENT:** Teen Services

**MEETING DATE:** May 24, 2021

**PREPARED BY:** Isabelle Briggs

**LOCATION:** Virtual Meeting

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**HIGHLIGHTS:**

- Teen Services offered 5 programs this month with a total of 26 live participants and 250 asynchronous views. April marks the end of the Winter/Spring programming season. Of the programs offered in this season D&D and “Radical Rest” were the most consistently attended and the programs I am most proud of. The D&D Discord server has been slowly growing in membership and it was really exciting to see new members join and make new friends, and to see teens step into leadership roles as Dungeon Masters and moderators. “Radical Rest” was my first time planning a cohesive and structured series of videos for Instagram. There were 8 videos in total which covered topics including time management, healthy relationships with food, setting boundaries, and meditating.
- Teen Services has officially begun its Library of Things collection! The ghost hunting materials that were used last October for programming videos have been added to the Library of Things as a complete “Ghost Hunters Kit.” The kit includes a Ouija board, dowsing rods, EMF meter, P-SB7 Spirit Box, a book on ghost hunting, 2 headlamps, and notepads for recording observations. I made plans with Micol Issa, the librarian at John Muir High School to film a ghost hunting video at the library there which would coincide with the release of the kit to the public. We had to reschedule the video due to personal schedules, but we hope to meet up again soon!



- With help from Trustee Kameelah Wilkerson, Teen Services released a “Ramadan Nom Nom” video on April 30 which was made by a teen volunteer Rahwish Siddiqi. The video features a tutorial on how to make mango lassi and complements the Ramadan Story Time videos from Youth & Family Services which also feature teen volunteers sourced by Kameelah!

- On April 15, Assistant Director Viktor Sjöberg and I presented in a webinar hosted by Summer at Your Library and the California State Library on “Planning for Equity Based Library Summer Services and Decision Making.” This webinar was highlighting the work done by libraries participating in the “Building Equity Based Summers” codesign project, and we received a lot of very positive feedback. Around 75 people attended the session.
- This month I was notified that the Altadena Library was awarded the full amount of grant funding we requested from California Humanities through the Humanities for All Quick Grants for the program Aaron Kimbrell and I created called “Shared Landscapes: Mapping Teen Altadena.” It is a huge honor to be recognized by California Humanities and to have their support for our project. More details to come soon!

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

**DEPARTMENT:** Bob Lucas Branch

**MEETING DATE:** May 24, 2021

**PREPARED BY:** Diana Wong

**LOCATION:** Virtual Meeting

**Bob Lucas Library April Highlights**

- The 1<sup>st</sup> winner of our District-side Neighbor-to-Neighbor Scavenger Hunt was patron, Joyce Locatell, who completed the activity on the west side. Within 20 minutes of picking up her clue sheet from the BL branch, Joyce solved the anagram to win a gift card to one of our *Read Local Shop Local* partners, Unincorporated Coffee.

**Winners of the Scavenger Hunt!**



- A 2-day workshop held at the end of the month, welcomed 24 participants who built and installed an edible plant garden. A small crew of people dug soil and cleared space for the urbanite and hügelkultur raised beds, as well as a more traditional wood planter. On the following day, novice and expert gardeners planted over 40 types of vegetables and herbs in the newly constructed spaces.







- We are thrilled to have our Innovations Librarian, Aaron Kimbrell transition to working full-time this month. He is based out of Bob Luca branch but will work outside library walls to conduct outreach and special events with the mobile library unit. He is also working closely with Chloé with marketing and social media.

### **BL Staff Activity**

- **Aaron, Modesta, Yvette and Mel** presented on the virtual Seguimos Creando Enlaces 2021 conference they attended last month. They highlighted five conference sessions and connected ideas learned from these conferences to our work at ALD.
- **Michelle's** virtual Adult Craft program continues to go strong with her regular 10 crafters attending. She will be back in person starting in June, where she will host the program in-person at Loma Alta Park. Registration for the event has already begun!
- We had 8 participants attend the **Tots Virtual Playdate** this month who made colorful Play-Doh creatures! May's playdate will be the last meeting for this virtual meet-up series. Our Summer outdoor youth programming will begin in June and BL staff will be hosting Stories in Motion for children and families at Charles White park, where participants will engage with stories and high energy activities.
- **Modesta, Diana, Viktor, Mikayla and Chloé** have been planning for several Community Conversation Dinner events in June. One of the events will be held at Bob Lucas and BL staff have been conducting targeted outreach to local business owners and organizations to invite them to the event.

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

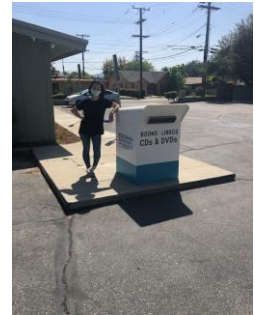
**DEPARTMENT:** Facilities  
**PREPARED BY:** Jonathan Arevalo

**MEETING DATE:** May 24, 2021  
**LOCATION:** Virtual Meeting

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

The book drops at both libraries have been updated with new signage. Thanks again to Chloe for the great artwork.



Three different styles of planter boxes were installed at the Bob Lucas Library for a vegetable garden. With the assistance of volunteers, Seed Library of Los Angeles (SLOLA), and library staff, the garden is a great addition to landscape work that has already been done at the library.

Also in the month of April:

- Semi annual Preventative Maintenance (PM) was performed on our Air Handler Units (AHU) at both library locations
- Irrigation upgrades done at Main Library
- Continued General maintenance of both libraries



**BOARD OF LIBRARY TRUSTEES  
I.T. & TECHNICAL SERVICES REPORT FOR MARCH 2021**

**DEPARTMENT:** Technical Services

**MEETING DATE:** April 26, 2021

**PREPARED BY:** Christopher Kellermeyer

**LOCATION:** Virtual Meeting

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- Project AIO– still in discussion with cellular providers regarding their plans, infrastructure, upcoming government subsidies, and partnerships. We are partnering with T Mobile on Emergency Broadband funding and will encourage our userbase to sign up through T Mobile’s subsidized program: <https://www.fcc.gov/broadbandbenefit>
- \$7 billion has been set aside for ERate community broadband initiatives and we are keeping abreast of program requirements as they are released.
- We are researching Citizen’s Broadband Radio Services, evaluating capacity, geographic coverage, and hardware to seek grants for setting up a private LTE network.
- Purchased replacement laptops for staff using older MacBook Pro’s.
- We will be receiving 12 new Chromebook via SCLC for free ETA April – May; these will be added to our Chromebook fleet available for checkout to ‘Good Neighbor’ patrons.
- Working with other departments to develop acquisition and weeding parameters for our Library of Things.

## OUR SUMMER *at the* ALTADENA LIBRARIES



# Children's OurSummer Plans

- ▶ OurSummer Kits
- ▶ Beanstack/Badge Book Challenge
- ▶ Programming - Virtual and In-Person





# OurSummer Kits



- ▶ Materials to create suggested crafts
- ▶ Age range appropriate books
- ▶ Badge Books for tracking reading and other fun activities
- ▶ Sidewalk chalk

# Beanstack/Badge Book Challenge



- ▶ Participate online and/or on paper
- ▶ Track suggested activities, days that you read, or both
- ▶ Participants can create their own goals or follow along with our challenge
- ▶ Complete OurSummer challenge by earning at least five badges



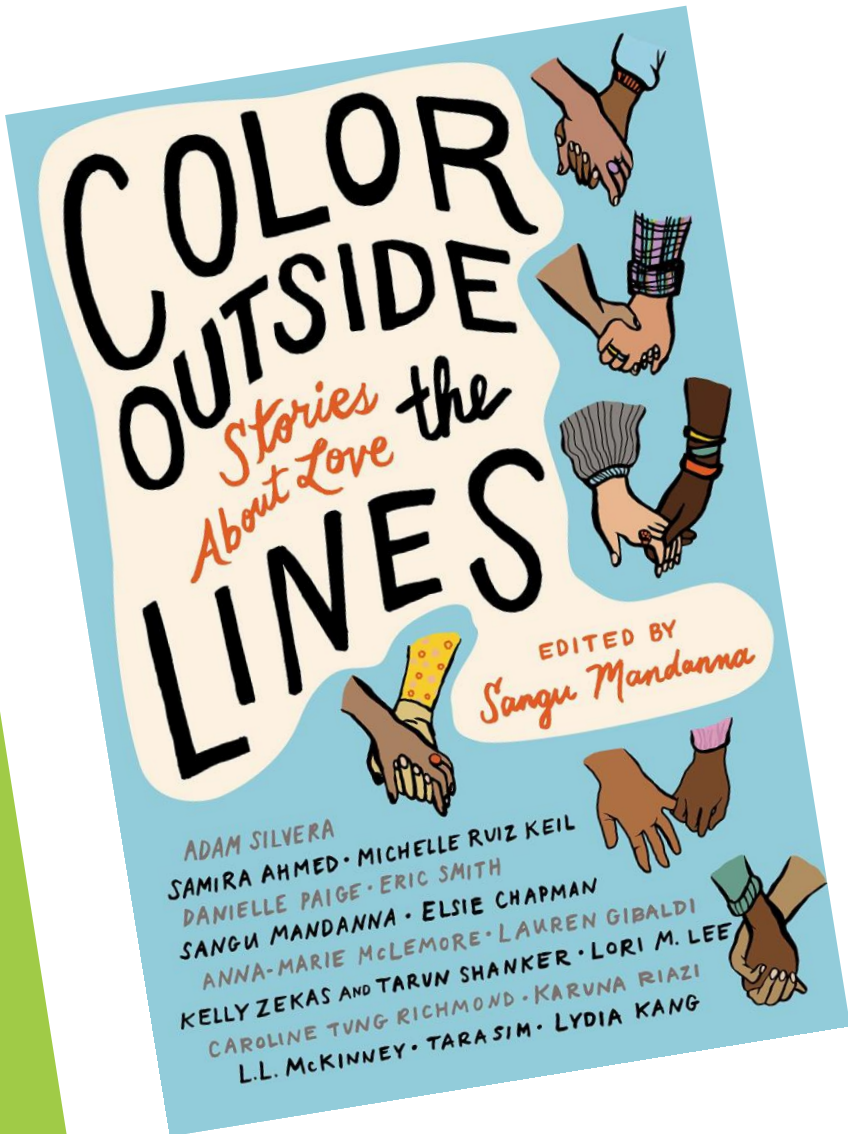
# Programming

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	June 1	2	3	4	5
<b>Our Summer Events</b>					11am Christopher T. Magician Main Library Front Lawn
7	8	9	10	11	12
4pm Animal Crossing Hour Nintendo	10:30am Family Story Time Main Library Front Lawn			First Page Fridays YouTube 4pm Mario Kart Tournament Nintendo	10:30am Building Resilience Through Self-Control Zoom
14	15	16	17	18	19
4pm Animal Crossing Hour Nintendo	 10:30am Stories in Motion Charles White Park	11am Leo Carrillo State Park Virtual Field Trip Zoom	4pm OurStory Writer's Workshop Virtual	4pm Mario Kart Tournament Nintendo	3pm Virtual Family Book Club Zoom
21	22	23	24	25	26
4pm Animal Crossing Hour Nintendo	10:30am Family Story Time Main Library Front Lawn		 3-5pm Park Pop-Up Charles White Park	First Page Fridays YouTube 4pm Mario Kart Tournament Nintendo	10:30am Building Resilience Through Empathy & Connection Zoom
28	29	30	 <b>CURIOSITY CONNECTION</b> Keep an eye out for the third Altadena Library on wheels... the Curiosity Connection! Events marked with the van will be held at stops around Altadena!		
4pm Animal Crossing Hour Nintendo	 10:30am Stories in Motion Charles White Park				
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				July 1	2
Everyone in attendance at in-person Altadena Library programs must comply with safety guidelines: <ul style="list-style-type: none"> <li>• Maintain social distancing</li> <li>• Wear a face mask that covers the nose and mouth</li> <li>• Confirm that they are not experiencing symptoms of COVID, flu, or other contagious illness</li> </ul>				4pm OurStory Writer's Workshop Virtual	4pm Mario Kart Tournament Nintendo
5	6	7	8	9	10
LIBRARIES CLOSED	10:30am Family Story Time Main Library Front Lawn		 3-5pm Park Pop-Up Farnsworth Park	First Page Fridays YouTube 4pm Mario Kart Tournament Nintendo	3pm Virtual Family Book Club Zoom
12	13	14	15	16	17
4pm Animal Crossing Hour Nintendo	 10:30am Stories in Motion Charles White Park	10:30am Bilingual Story Time Main Library Front Lawn	4pm OurStory Writer's Workshop Virtual	4pm Mario Kart Tournament Nintendo	3-5pm Parent Café: Back to School, Back IN School Location TBA
19	20	21	22	23	24
4pm Animal Crossing Hour Nintendo	10:30am Family Story Time Main Library Front Lawn		 3-5pm Park Pop-Up Lower Loma Alta Park	First Page Fridays YouTube 4pm Mario Kart Tournament Nintendo	11am Discover the Universal Rhythm w/ Chazz Ross Main Library Front Lawn
26	27	28	29	30	31
4pm Animal Crossing Hour Nintendo	 10:30am Stories in Motion Charles White Park		4pm OurStory Writer's Workshop Virtual	4pm Mario Kart Tournament Nintendo	

Find full event details and sign up for virtual events at [www.altadenalibrary.org/programs](http://www.altadenalibrary.org/programs)



# OurSummer for Teens



# Teen Altadena Guidebook



- ▶ “About Me” page
- ▶ Reading log
- ▶ 5 pages journaling prompts w/lined pages
- ▶ 5 pages drawing prompts
- ▶ ~8 pages demo garden plant IDs
- ▶ Calendar of library events
- ▶ Map of Altadena
- ▶ Activity ideas for the bored teen
  - ▶ Naturalist scavenger hunt
- ▶ Resource Guide
  - ▶ Emergencies
  - ▶ Representatives
  - ▶ Food/housing
  - ▶ Job prep
- ▶ Reading lists
  - ▶ New Own Voices releases
  - ▶ Climate justice/environmentalism
  - ▶ Health & wellness
- ▶ Readers’ advisory genre quiz
- ▶ Book club tips/discussion questions for the giveaway book
- ▶ Tearaway postcard/evaluation

# Teen Programming

- ▶ Instagram live series
- ▶ Strange Avenues interviews
- ▶ “Shared Landscapes” info/training events
- ▶ Teen Zine workshops
- ▶ Procreate classes
- ▶ Outdoor socially distant picnics



# The Mobile Library Begins this Summer!

Our Summer will see the first outings of the Mobile Library unit.

- ❖ Plans for Phase I are closely tied to YFS
- ❖ Stories in Action at Charles White Park
- ❖ YFS Pop-ups at Farnsworth



# Final Drawings

- OurSummer Evaluations!



**kidspace**  
children's museum





**BOARD OF LIBRARY TRUSTEES  
ALTADENA LIBRARY FOUNDATION REPORT FOR MAY 2021**

**REPORT:** Altadena Library Foundation

**MEETING DATE:** May 24, 2021

**PREPARED BY:** Bridget Brewster, *President*

**LOCATION:** Virtual Meeting

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Drum roll, please . . . we received a grant of \$9,000 from Tournament of Roses Foundation to support work on the *Curiosity Connection!* We have also requested funding support from Congresswoman Judy Chu, County Supervisor Kathryn Barger, State Senator Anthony Portantino and State Assemblyman Chris Holden. No matter what happens with these requests, we will have our van in our neighborhoods in a month! Dreams really do come true. A huge thanks goes to the indefatigable Chloe Cavalier for gathering the necessary information and to Foundation Directors Leslie Denk and Dawn Smith for preparing the detailed proposal.

At our May board meeting, we made some significant decisions to enhance our work and continue to grow our possibilities for raising funds and awareness of our support of the library.

- We will appoint/elect a Vice President to ensure a successful leadership transition into the presidency of the Foundation.
- The Executive Team was granted approval to begin the process of hiring a part-time Foundation Assistant/Manager. We see this as an important investment in our future as we recognize the vital responsibility for maintaining a robust donor base and creating effective outreach for support. We also discussed the idea of sharing this work with the Friends as we continue to look for ways to work together in service to the library.
- We are scheduling interviews with a few individuals who have expressed interest in serving on our Foundation Board.
- We will be attending the **Serving with a Purpose** mini-conference on fundraising scheduled for Wednesday, June 9.
- We also agreed to change our meeting date to the 2nd Wednesday to better accommodate our reporting to the Trustees.

We are looking forward to the opportunity to thank our generous donors who make all we do possible, and, of course, we hope each of you Trustees will join us for this celebration and inaugural reveal of the *Curiosity Connection*.

As always, we thank you for your service and welcome your ideas and comments for helping us live our mission of *bringing people, ideas and resources together through fundraising and advocacy in support of our Altadena Libraries*.

**FRIENDS OF THE ALTADENA LIBRARY**

# Virtual Annual Meeting

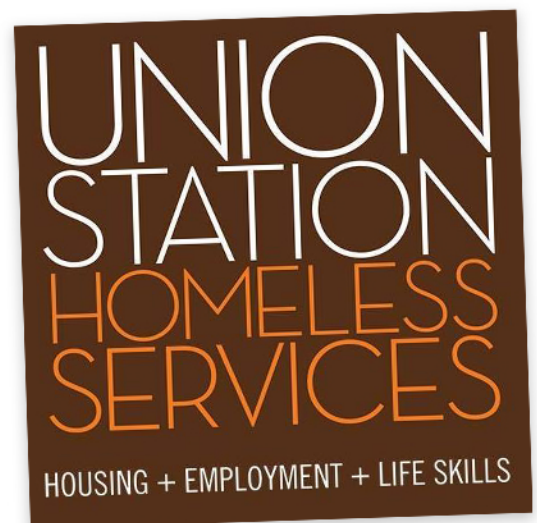
**Saturday, June 5<sup>th</sup>, 12:00 pm, via Zoom**

**Featuring honored speakers**

Chief Executive Officer  
**Anne Miskey**

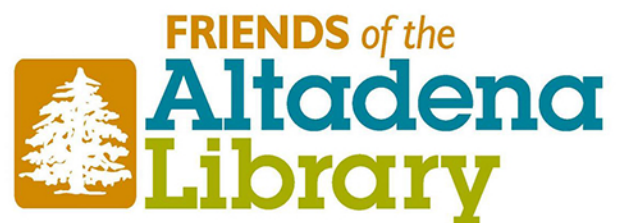
Senior Director  
**Shawn Morrissey**

**of Pasadena-based  
nonprofit Union Station  
Homeless Services**



CEO Anne Miskey and Sr. Director Shawn Morrissey of Union Station Homeless Services will join us to talk about homelessness in our community, the challenges and changes of the past year, and how we can all make a difference.

***PLUS the Friends' Board  
elections and annual donation  
to the Altadena Libraries!***



To RSVP and get access to the virtual event, please email  
**[friends\\_altadenalibrary@yahoo.com](mailto:friends_altadenalibrary@yahoo.com)**

*Established in 1959, the Friends of the Altadena Library (FOAL) is committed to the support of the Altadena Library District and its programs and services. The Friends' purpose is to stimulate public interest in the District, assist with funding to purchase library materials, and to support its cultural and educational programs.*

*Learn more about how to get involved at [www.altadenalibrary.org/friends/](http://www.altadenalibrary.org/friends/)*



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

**DEPARTMENT:** Administration

**MEETING DATE:** May 24, 2021

**PREPARED BY:** Nikki Winslow

**LOCATION:** Virtual Zoom Meeting

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**Staffing Updates:**

- a) Hires/Promotions: None
- b) Appointments: None
- c) Transfers: None
- d) Resignations/Terminations/Retirements: Hector Acosta – Library Clerk – May 13, 2021

***Services Continue to Expand!***

- **In-Person Services**

As LA County guidelines have continued to expand the number of patrons allowed in public libraries, ALD reopened the top floor at the Main Library on Tuesday, May 18<sup>th</sup>. Bob Lucas Library also expanded its open hours to the public during that same week. Patrons are now able to browse the stacks and check out materials, use public computers, and utilize printing and scanning. Curbside appointments are still available for those that prefer contactless service, by appointment only.

**Main Library**

- Phones
  - Monday – Saturday, 10 am – 6 pm
- Public Areas (holds, browsing, computers)
  - Tuesday – Saturday, 12 – 5 pm
- Passport Services
  - Monday – Friday by appointment only
  - No Passport Photos taken at this time
- Curbside Services
  - Monday – Saturday by appointment only

**Bob Lucas Branch**

- Literacy/ESL tutoring
  - Monday – Friday, 10 am – 12 pm by appointment only
- Open for holds, browsing and computers
  - Monday – Friday 12 – 5 pm
- Curbside
  - Monday – Friday by appointment only

**CLA President’s Award Recipient – Board President Katie Clark!**

Earlier in the year, we nominated our enthusiastic and driven Board President Katie Clark for the CLA President’s Award and she was selected for this prestigious honor! The CLA President’s Award is given annually to recognize the outstanding contributions, leadership and achievement in support of California libraries by a Trustee, Friend, Elected Official or other lay person(s) who has given his or her time and talents to further the advancement of California libraries.

The awards ceremony was held during the 2021 Annual CLA Virtual Conference on May 13, 2021. Big thanks to Katie and Chloé for producing an impactful and informative acceptance video for all to view! Feel free to watch it [here](#).

Congratulations to Katie and thank you to her and the entire Board of Trustees for the amazing work that has been accomplished in the last year!!

**Statistical Update:**

<b>System-Wide Statistics FY20-21</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	
E-Resource Checkouts	6,313	5,897	5,587	5,215	5,058	3,635	4,852	4,959	4,657	4,589	
3-D Printouts	41	24	20	20	0	0	0	0	0	0	
Reference Sessions	60	108	123	332	231	114	128	114	133	163	
Live Chat Sessions	52	37	61	56	35	23	14	34	38	29	
<b>Main Library Statistics</b>											
Physical Collections Checkouts	3,263	4,650	7,111	6,467	5,543	1,234	1	1	4,891	5,348	
Library of Things	22	34	30	21	40	22	0	0	40	88	
Print from Home Transactions	0	0	0	0	1	0	0	0	0	0	
New Patrons	73	59	53	71	48	44	47	62	68	98	
<b>Bob Lucas Statistics</b>											
Physical Collection Checkout	186	382	622	603	786	101	1	1	207	676	
Library of Things	6	10	7	6	6	4	0	0	1	24	
Print from Home Transactions	0	0	0	0	1	0	0	0	2	1	
New Patrons	1	3	2	4	1	1	1	1	0	7	
<b>Passport Services</b>											
Passports Processed	<b>CLOSED</b>				Open 11/1-24	<b>CLOSED</b>				116	115
Passport Photo Sessions					0					0	0
Phone Calls Received					150					609	917

It is nice to see the upward trend of checkouts in pretty much all areas of our collections. Something that really stood out to me was the increase in Library of Things items. We went from 41 circulations in March to 112 in April! That is an increase of 280%! According to IT Manager Christopher Kellermeyer, 39 of those were Mobile Hot Spots, 29 were Chromebook or Windows Laptops, and 10 were our new hiking backpacks. Our telescope checked out 3 times in April as well- the community is really using this new collection!

**Community Facilities District – Special Tax Lien Information**

With the passing of Measure Z in November 2020, the District has formed a Community Facilities District to fund the two library building renovation projects and eventually replace the Measure A Parcel Tax funding when it sunsets in fiscal year 24-25.

Per state law, a Notice of Special Tax Lien is required to be recorded on properties subject to Measure Z. The Measure Z Special Tax Lien was recorded with LA County on January 26, 2021. It appears on the property documents as “Community Facilities District (CFD) No. 2020-01”. The Notice of Special Tax Lien is NOT a traditional financial lien and DOES NOT mean that any amount of property tax is delinquent or has not been paid. The lien does not apply to individuals but to the



property itself and acts as the funding mechanism for the CFD and protects the District's financial interests in the property.

ALD Administration has received many phone calls about the Special Tax Lien, as it also comes up when Altadena property owners are buying, selling or refinancing their property. We have also been meeting with local realtors to provide more information about the tax lien so they are aware of this as they are assisting home sellers and buyers in the community.

There is a very low-income exemption built into the CFD. An application will be available in spring of 2022 to file for the exemption, with the deadline to do so as June 30, 2022. More information will be provided to the Board and the community in early 2022.

Those with more questions can visit our website on the [Special Tax Lien](#) page or email me at [nwinslow@altadenalibrary.org](mailto:nwinslow@altadenalibrary.org).

## Programs, Partnerships, & Engagement

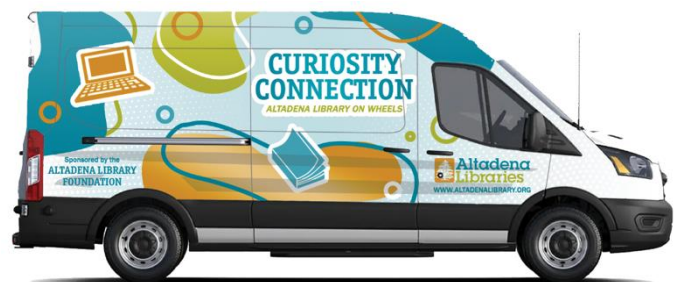
### ***Career Online High School***

Branch Manager Diana Wong and I attended two trainings this month to prepare for the launch of our new Career Online High School program. I am very happy to announce that officially launched this new initiative on **Monday, May 17<sup>th</sup>**! If you are aware of anyone in the community 18 or older that would like to attain their high school diploma, please refer them to Diana and her awesome staff at the Bob Lucas Library.



### ***Mobile Library Unit***

Modifications are being finalized for our new bookmobile, the Curiosity Connection! Functional changes like a safety step for staff and the installation of shelving and storage inside the van are underway. Our Altadena Library Foundation recently received a \$9,000 grant from the Tournament of Roses Foundation that will help fund some of the final needed modifications like the decorative van wrap and the purchase of laptops and the start of a special collection in the vehicle. The finished bookmobile will be unveiled in mid-June, with pop-ups around town starting the week of June 14.



Internally, Chloé (our Marketing & Community Engagement Manager) and our new Innovations Librarian Aaron have been working to put together a phased launch of mobile library services to ensure we have time to train staff and adequately evaluate our processes in this new service along the way. Some of the summer offerings include pop-ups at the local parks, refilling local Little Free Libraries, storytimes, and more. More information will be available soon with our Our Summer promotional efforts!



**BOARD OF LIBRARY TRUSTEES  
FINANCE REPORT for May 2021**

**DEPARTMENT:** Administration

**MEETING DATE:** May 24, 2021

**PREPARED BY:** Nicole Fabry

**LOCATION:** Virtual Meeting

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**TITLE: Summary Report of Financial Statements for March 2021**

**MARCH 2021 FINANCIAL STATEMENTS**

The following financial reports are for the month of March 2021. The financial statements are unaudited. Currently we are at 75% of our budget year.

As indicated on the Balance Sheet, actual year-to-date revenues exceed actual year-to-date expenditures reflecting a net income of \$985,599.60. District cash and cash equivalents are \$3,173,430.82.

Total cash with the County is \$3,006,103.33. 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 \$6,476,856.04.

**REVENUE HIGHLIGHTS**

Property Taxes – the District saw an overall addition of \$8,301.39 to our property tax income.

**EXPENDITURE HIGHLIGHTS**

Account 7220 – a total of \$6,738.09 was spent on annual tree trimming and maintenance at Main and Branch locations, as well as irrigation supplies at Branch.

Account 7540 – \$94,297.50 was paid to Los Angeles County Registrar-Recorder for 2020 election fees, less than our budgeted amount by \$25,702.50.

Account 6625 – a total of \$1,961.76 was paid for staff trainings and Managerial/Librarian attendance at California Library Association 2021 conference; most District staff were able to attend at no cost.

Account 6200 – a total of \$3,732.17 was spent on Summer Reading Program prize books, and materials for picture book kits funded by a California State Library copycat grant awarded to Youth Services programming.

Account 6240 – \$3,285.00 was paid to Califa Group for three scholarships for Career Online High School as part of our Literacy programming. Three additional scholarships were provided at no cost by California State Library.

**PAYMENTS FROM SUPPORT ORGANIZATIONS**

None to report.

**Altadena Library District**  
**Balance Sheet**  
As of March 31, 2021

	Mar 31, 21
<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	150,258.50
1002 · Pacific West - MMA	15,764.22
1046 · PayPal	454.77
<b>Total Cash in Banks</b>	166,477.49
<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>	850.00
<b>Cash with County</b>	
1010.00 · Cash in County Treasury	2,996,645.64
1013 · FMV - COLA Funds	9,457.69
<b>Total Cash with County</b>	3,006,103.33
<b>Total Cash &amp; Cash Equivalents</b>	3,173,430.82
<b>Total Checking/Savings</b>	3,173,430.82
<b>Other Current Assets</b>	
<b>Property Tax Receivables (COLA)</b>	
1400 · PT Receivable-Current Secured	1,226,079.02
1410 · PT Receivable-Current Unsecured	(1,179.01)
<b>Total Property Tax Receivables (COLA)</b>	1,224,900.01
1430 · Parcel Assessment Receivable	384,515.12
<b>Total Other Current Assets</b>	1,609,415.13
<b>Total Current Assets</b>	4,782,845.95
<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>	(1,273,519.56)
<b>Depreciable Assets</b>	
1550 · Structures & Improvements	1,722,477.96
1700 · Furniture, Fixtures & Equipment	202,498.41
<b>Total Depreciable Assets</b>	1,924,976.37
<b>Non-Depreciable Assets</b>	
1500 · Land	77,280.28
1510 · Artwork	102,500.00
<b>Total Non-Depreciable Assets</b>	179,780.28
<b>Total Capital Assets</b>	831,237.09
<b>Total Fixed Assets</b>	831,237.09



**Altadena Library District**  
**Balance Sheet**  
As of March 31, 2021

	Mar 31, 21
<b>Other Assets</b>	
Deferred Outflows of Resources	
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
Total Deferred Outflows of Resources	862,773.00
<b>Total Other Assets</b>	862,773.00
<b>TOTAL ASSETS</b>	<b>6,476,856.04</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	123,445.09
Total Accounts Payable	123,445.09
Credit Cards	
2009 · UMB Credit Card	23,875.13
Total Credit Cards	23,875.13
Other Current Liabilities	
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)	769.74
2100.04 · CalPers PEPRA (EE Ded)	7,074.83
2100.07 · CalPers 457 (EE Contribution)	811.96
2100.08 · CalPers 457 (EE Loan Repayment)	0.36
2100.09 · Disability Insurance	(211.40)
Total 2100 · Payroll Payable	21,261.48
Total Other Current Liabilities	133,508.35
Total Current Liabilities	280,828.57
Long Term Liabilities	
Deferred Inflows of Resources	
2601 · DIR - Pension Related	216,988.00
2602 · DIR - OPEB Related	340,616.00
Total Deferred Inflows of Resources	557,604.00
2700 · Net Pension Liability	2,504,038.00
2701 · Net OPEB Liability	1,024,083.00
Total Long Term Liabilities	4,085,725.00
Total Liabilities	4,366,553.57
Equity	
3300 · Retained Earnings	1,124,702.87
Net Income	985,599.60
Total Equity	2,110,302.47
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>6,476,856.04</b>

**Altadena Library District**  
**Profit & Loss**  
 March 2021

	Mar 21
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>FINES &amp; FEES</b>	
4305 · Fees	0.42
4340 · Passport Services Fees	1,085.00
<b>Total FINES &amp; FEES</b>	1,085.42
<b>INTEREST INCOME &amp; ADJUSTMENTS</b>	
4210 · Interest Income (Savings)	0.27
<b>Total INTEREST INCOME &amp; ADJUSTMENTS</b>	0.27
<b>PROPERTY TAXES</b>	
4030 · Prior-Year Secured	
4030.00 · Prior Secured	
4030.05 · Secured Tax Refunds	(358.06)
<b>Total 4030 · Prior-Year Secured</b>	(358.06)
4040 · Prior-Year Unsecured	
4040.00 · Prior Unsecured	3,617.38
<b>Total 4040 · Prior-Year Unsecured</b>	3,617.38
4060 · Special Assessment	
4060.01 · Per Parcel Benefit Assessment	
<b>Total 4060 · Special Assessment</b>	
4070 · Supplemental Current	
4010.03 · SB 813 Supplemental	4,225.18
<b>Total 4070 · Supplemental Current</b>	4,225.18
4075 · Supplemental Prior	
4030.03 · SB 813 Redemption	
<b>Total 4075 · Supplemental Prior</b>	
4080 · Penalties, Interest & Costs-Ref	(0.22)
4200 · Interest Income - County of LA	817.11
<b>Total PROPERTY TAXES</b>	8,301.39
<b>Total Income</b>	9,387.08
<b>Expense</b>	
<b>CAPITAL EXPENSE</b>	
7310 · Equipment, Furniture & Fixtures	157.69
<b>Total CAPITAL EXPENSE</b>	157.69
<b>FACILITIES, GROUNDS &amp; MAINT.</b>	
7205 · Maintenance Contracts	852.51
7210 · Building Maint & Repairs	898.46
7220 · Landscape	6,738.09
<b>Total FACILITIES, GROUNDS &amp; MAINT.</b>	8,489.06
<b>LIBRARY MATERIALS</b>	
6115 · Electronic Databases & Subscrip	199.33
6120 · Books	5,429.03
6125 · Audio CD	42.65
6130 · DVD's & Videogames	224.09
<b>Total LIBRARY MATERIALS</b>	5,895.10

**Altadena Library District**  
**Profit & Loss**  
 March 2021

	Mar 21
<b>MISCELLANEOUS EXPENSE</b>	
7540 · Trustee Election	94,297.50
<b>Total MISCELLANEOUS EXPENSE</b>	94,297.50
<b>OPERATING EXPENSES</b>	
<b>ADVERTISING &amp; MARKETING</b>	
6618 · Recruitment	351.50
6627 · Advertising / Marketing	2,362.54
<b>Total ADVERTISING &amp; MARKETING</b>	2,714.04
<b>FEES</b>	
6746 · Payroll Fees	750.00
7530 · County Tax Collection Fees	
<b>Total FEES</b>	750.00
<b>STAFF COSTS &amp; PROF. DEVELOPMENT</b>	
6625 · Training & Education	1,961.76
6710 · Meetings & Travel	138.34
<b>Total STAFF COSTS &amp; PROF. DEVELOPMENT</b>	2,100.10
<b>UTILITIES</b>	
6940 · Water & Sewage	341.45
6950 · Refuse	508.38
<b>Total UTILITIES</b>	849.83
6740 · Postage & Delivery	4.80
6750 · Printing & Reproduction	784.02
6755 · Small Equipment	16.50
6765 · Janitorial Supplies	178.50
6770 · Operating Supplies	1,139.63
6970 · Equipment Lease & Rental	1,734.21
<b>Total OPERATING EXPENSES</b>	10,271.63
<b>PERSONNEL RELATED EXPENSES</b>	
5000 · SALARIES & WAGES	
5010 · Salaried	59,090.38
5020 · Hourly	84,935.15
<b>Total 5000 · SALARIES &amp; WAGES</b>	144,025.53
5100 · Employer-Portion Taxes/Benefits	
5120 · Payroll Taxes (ER)	11,453.43
5210 · PERS Retirement	
5210.01 · CalPers CLASSIC (ER Contr)	2,361.46
5210.02 · CalPers PEPRA (ER Contr)	7,950.20
<b>Total 5210 · PERS Retirement</b>	10,311.66
<b>Total 5100 · Employer-Portion Taxes/Benefits</b>	21,765.09
5200 · Insurance	
5220 · Health Insurance	10,617.85
5221 · Health Insurance - Retirees	6,265.31
5230 · Dental Insurance	1,216.21
5240 · Vision Insurance	(68.42)
5260 · Life Insurance	(1.48)
<b>Total 5200 · Insurance</b>	18,029.47
<b>Total PERSONNEL RELATED EXPENSES</b>	183,820.09

## Altadena Library District

## Profit &amp; Loss

March 2021

05/10/21

Accrual Basis

	<u>Mar 21</u>
<b>PROFESSIONAL &amp; TECHNICAL</b>	
<b>INFORMATION TECHNOLOGY (IT)</b>	
7170 · Telecommunications	734.96
7175 · Internet Service / E-Rate	15,355.95
7180 · Technology Equipment	5,014.00
7185 · Technology Maintenance Fees	353.12
	<hr/>
<b>Total INFORMATION TECHNOLOGY (IT)</b>	21,458.03
<b>PROFESSIONAL SERVICES</b>	
7125 · Audit and Financial Consulting	2,426.09
7155 · Consultants - Other	98.15
	<hr/>
<b>Total PROFESSIONAL SERVICES</b>	2,524.24
<b>Total PROFESSIONAL &amp; TECHNICAL</b>	23,982.27
<b>PROGRAMS</b>	
6200 · Youth Services	3,732.17
6220 · Adult Services	1,026.04
6230 · Bob Lucas Branch Services	105.80
6240 · Literacy Services	3,334.55
6270 · Mobile Library	94.50
	<hr/>
<b>Total PROGRAMS</b>	8,293.06
<b>Total Expense</b>	335,206.40
	<hr/>
<b>Net Ordinary Income</b>	(325,819.32)
	<hr/>
<b>Net Income</b>	<b>(325,819.32)</b>
	<hr/> <hr/>

**Altadena Library District**  
**Profit & Loss Budget vs. Actual**  
 July 2020 through March 2021

	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
<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	28,000.00		100.0%
4730 · Undesignated	50.00		50.00	100.0%
4735 · Designated	346,634.77	346,000.00	634.77	100.2%
4740 · CA Library Literacy Services	21,219.00	21,000.00	219.00	101.0%
<b>Total DONATIONS AND GRANTS</b>	427,903.77	427,000.00	903.77	100.2%
<b>FINES &amp; FEES</b>				
4305 · Fees	567.46	1,000.00	(432.54)	56.7%
4310 · MFM / Printer Revenue	34.45	1,000.00	(965.55)	3.4%
4340 · Passport Services Fees	3,185.00	25,000.00	(21,815.00)	12.7%
4350 · Sales of Products		1,000.00	(1,000.00)	
<b>Total FINES &amp; FEES</b>	3,786.91	28,000.00	(24,213.09)	13.5%
<b>INTEREST INCOME &amp; ADJUSTMENTS</b>				
4210 · Interest Income (Savings)	2.28		2.28	100.0%
<b>Total INTEREST INCOME &amp; ADJUSTMENTS</b>	2.28		2.28	100.0%
<b>OTHER REVENUE &amp; ADJUSTMENT</b>				
4910 · Miscellaneous Income	227.00			
4915 · Film Rental Revenue	7,142.80	7,000.00	142.80	102.0%
4930 · E-Rate Revenue		36,000.00	(36,000.00)	
4940 · Transfer in from Reserves		25,950.00	(25,950.00)	
4999 · Credit Card Rebates		10,000.00	(10,000.00)	
<b>Total OTHER REVENUE &amp; ADJUSTMENT</b>	7,369.80	78,950.00	(71,580.20)	9.3%
<b>PROPERTY TAXES</b>				
4010 · Current-Year Secured				
4010.00 · Current Secured		2,704,000.00	(2,704,000.00)	
4010 · Current-Year Secured - Other	2,726,040.40			
<b>Total 4010 · Current-Year Secured</b>	2,726,040.40	2,704,000.00	22,040.40	100.8%
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	(23,422.85)			
4030.05 · Secured Tax Refunds	(22,249.55)			
<b>Total 4030 · Prior-Year Secured</b>	(45,672.40)			
4040 · Prior-Year Unsecured				
4040.00 · Prior Unsecured	(10,884.62)			
<b>Total 4040 · Prior-Year Unsecured</b>	(10,884.62)			
4050 · Homeowners Exemption	6,426.27	15,300.00	(8,873.73)	42.0%
4060 · Special Assessment				
4060.01 · Per Parcel Benefit Assessment	878,312.10			
4060 · Special Assessment - Other		875,400.00	(875,400.00)	
<b>Total 4060 · Special Assessment</b>	878,312.10	875,400.00	2,912.10	100.3%
4070 · Supplemental Current				
4010.03 · SB 813 Supplemental	8,780.58			
<b>Total 4070 · Supplemental Current</b>	8,780.58			

**Altadena Library District**  
**Profit & Loss Budget vs. Actual**  
**July 2020 through March 2021**

	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
4075 · Supplemental Prior				
4030.03 · SB 813 Redemption	4,354.59			
<b>Total 4075 · Supplemental Prior</b>	<b>4,354.59</b>			
4080 · Penalties, Interest & Costs-Ref	11,242.83	10,000.00	1,242.83	112.4%
4200 · Interest Income - County of LA	6,560.31	6,000.00	560.31	109.3%
<b>Total PROPERTY TAXES</b>	<b>3,674,080.30</b>	<b>3,697,600.00</b>	<b>(23,519.70)</b>	<b>99.4%</b>
<b>Total Income</b>	<b>4,113,143.06</b>	<b>4,231,550.00</b>	<b>(118,406.94)</b>	<b>97.2%</b>
<b>Expense</b>				
<b>CAPITAL EXPENSE</b>				
7310 · Equipment, Furniture & Fixtures	69,195.41	76,000.00	(6,804.59)	91.0%
7320 · Structures & Improvements	360,157.50	385,000.00	(24,842.50)	93.5%
<b>Total CAPITAL EXPENSE</b>	<b>429,352.91</b>	<b>461,000.00</b>	<b>(31,647.09)</b>	<b>93.1%</b>
<b>FACILITIES, GROUNDS &amp; MAINT.</b>				
7205 · Maintenance Contracts	8,850.80	14,000.00	(5,149.20)	63.2%
7210 · Building Maint & Repairs	7,477.89	20,000.00	(12,522.11)	37.4%
7220 · Landscape	18,101.01	24,000.00	(5,898.99)	75.4%
<b>Total FACILITIES, GROUNDS &amp; MAINT.</b>	<b>34,429.70</b>	<b>58,000.00</b>	<b>(23,570.30)</b>	<b>59.4%</b>
<b>LIBRARY MATERIALS</b>				
6110 · Cataloging Expenses	3,388.01	6,000.00	(2,611.99)	56.5%
6115 · Electronic Databases & Subscrip	14,769.27	28,000.00	(13,230.73)	52.7%
6120 · Books	88,958.66	127,200.00	(38,241.34)	69.9%
6125 · Audio CD	7,379.56	9,500.00	(2,120.44)	77.7%
6130 · DVD's & Videogames	15,717.42	19,950.00	(4,232.58)	78.8%
6140 · Periodicals	11,594.60	15,000.00	(3,405.40)	77.3%
6150 · Downloadables	27,304.01	77,350.00	(50,045.99)	35.3%
6155 · Library of Things	1,101.65	4,000.00	(2,898.35)	27.5%
<b>Total LIBRARY MATERIALS</b>	<b>170,213.18</b>	<b>287,000.00</b>	<b>(116,786.82)</b>	<b>59.3%</b>
<b>MISCELLANEOUS EXPENSE</b>				
7510 · Miscellaneous Expense	400.00			
7540 · Trustee Election	94,297.50	120,000.00	(25,702.50)	78.6%
<b>Total MISCELLANEOUS EXPENSE</b>	<b>94,697.50</b>	<b>120,000.00</b>	<b>(25,302.50)</b>	<b>78.9%</b>
<b>OPERATING EXPENSES</b>				
<b>ADVERTISING &amp; MARKETING</b>				
6618 · Recruitment	670.00	1,500.00	(830.00)	44.7%
6627 · Advertising / Marketing	5,015.74	7,000.00	(1,984.26)	71.7%
<b>Total ADVERTISING &amp; MARKETING</b>	<b>5,685.74</b>	<b>8,500.00</b>	<b>(2,814.26)</b>	<b>66.9%</b>
<b>FEES</b>				
6745 · Banking & Service Fees	301.52	1,000.00	(698.48)	30.2%
6746 · Payroll Fees	6,750.00	10,200.00	(3,450.00)	66.2%
7530 · County Tax Collection Fees	35,365.90	36,400.00	(1,034.10)	97.2%
<b>Total FEES</b>	<b>42,417.42</b>	<b>47,600.00</b>	<b>(5,182.58)</b>	<b>89.1%</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 2020 through March 2021**

	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
<b>STAFF COSTS &amp; PROF. DEVELOPMENT</b>				
6623 · Trustee Prof. Development	46.70	500.00	(453.30)	9.3%
6625 · Training & Education	4,954.48	5,000.00	(45.52)	99.1%
6626 · Staff Recognition	1,388.28	2,000.00	(611.72)	69.4%
6710 · Meetings & Travel	1,600.35	3,000.00	(1,399.65)	53.3%
6730 · Mileage & Parking Reimbursement		1,000.00	(1,000.00)	
<b>Total STAFF COSTS &amp; PROF. DEVELOPMENT</b>	<b>7,989.81</b>	<b>11,500.00</b>	<b>(3,510.19)</b>	<b>69.5%</b>
<b>UTILITIES</b>				
6920 · Electricity	27,888.48	41,000.00	(13,111.52)	68.0%
6930 · Natural Gas	2,985.94	4,000.00	(1,014.06)	74.6%
6940 · Water & Sewage	5,490.28	8,000.00	(2,509.72)	68.6%
6950 · Refuse	4,273.29	6,000.00	(1,726.71)	71.2%
<b>Total UTILITIES</b>	<b>40,637.99</b>	<b>59,000.00</b>	<b>(18,362.01)</b>	<b>68.9%</b>
6620 · Membership Dues & Subscriptions	17,111.25	14,000.00	3,111.25	122.2%
6740 · Postage & Delivery	726.34	2,000.00	(1,273.66)	36.3%
6750 · Printing & Reproduction	4,694.02	6,000.00	(1,305.98)	78.2%
6755 · Small Equipment	3,787.59	4,000.00	(212.41)	94.7%
6765 · Janitorial Supplies	3,124.67	9,000.00	(5,875.33)	34.7%
6770 · Operating Supplies	11,366.42	19,000.00	(7,633.58)	59.8%
6775 · Technical Services Supplies	1,337.93	3,500.00	(2,162.07)	38.2%
6780 · Operating Software	359.88		359.88	100.0%
6960 · Sales of Products		200.00	(200.00)	
6970 · Equipment Lease & Rental	16,104.43	20,000.00	(3,895.57)	80.5%
<b>Total OPERATING EXPENSES</b>	<b>237,473.52</b>	<b>286,200.00</b>	<b>(48,726.48)</b>	<b>83.0%</b>
<b>PERSONNEL RELATED EXPENSES</b>				
<b>5000 · SALARIES &amp; WAGES</b>				
5010 · Salaried	568,727.38	783,300.00	(214,572.62)	72.6%
5020 · Hourly	816,344.43	1,099,100.00	(282,755.57)	74.3%
<b>Total 5000 · SALARIES &amp; WAGES</b>	<b>1,385,071.81</b>	<b>1,882,400.00</b>	<b>(497,328.19)</b>	<b>73.6%</b>
<b>5100 · Employer-Portion Taxes/Benefits</b>				
5120 · Payroll Taxes (ER)	112,031.92	155,600.00	(43,568.08)	72.0%
<b>5210 · PERS Retirement</b>				
5210.01 · CalPers CLASSIC (ER Contr)	17,985.50	25,300.00	(7,314.50)	71.1%
5210.02 · CalPers PEPRA (ER Contr)	64,080.68	99,300.00	(35,219.32)	64.5%
5218 · PERS Unfunded	168,617.00	168,700.00	(83.00)	100.0%
<b>Total 5210 · PERS Retirement</b>	<b>250,683.18</b>	<b>293,300.00</b>	<b>(42,616.82)</b>	<b>85.5%</b>
5222 · OPEB Contribution		60,000.00	(60,000.00)	
<b>Total 5100 · Employer-Portion Taxes/Benefits</b>	<b>362,715.10</b>	<b>508,900.00</b>	<b>(146,184.90)</b>	<b>71.3%</b>
<b>5200 · Insurance</b>				
5220 · Health Insurance	87,298.05	132,000.00	(44,701.95)	66.1%
5221 · Health Insurance - Retirees	54,951.67	71,700.00	(16,748.33)	76.6%
5230 · Dental Insurance	9,180.41	13,200.00	(4,019.59)	69.5%
5240 · Vision Insurance	2,762.66	3,900.00	(1,137.34)	70.8%
5260 · Life Insurance	935.91	1,400.00	(464.09)	66.9%
5270 · Workers' Compensation	49,825.96	49,850.00	(24.04)	100.0%
<b>Total 5200 · Insurance</b>	<b>204,954.66</b>	<b>272,050.00</b>	<b>(67,095.34)</b>	<b>75.3%</b>
<b>Total PERSONNEL RELATED EXPENSES</b>	<b>1,952,741.57</b>	<b>2,663,350.00</b>	<b>(710,608.43)</b>	<b>73.3%</b>

**Altadena Library District**  
**Profit & Loss Budget vs. Actual**  
**July 2020 through March 2021**

	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
<b>PROFESSIONAL &amp; TECHNICAL</b>				
<b>INFORMATION TECHNOLOGY (IT)</b>				
7170 · Telecommunications	6,903.34	9,500.00	(2,596.66)	72.7%
7175 · Internet Service / E-Rate	25,567.78	53,000.00	(27,432.22)	48.2%
7180 · Technology Equipment	21,986.11	25,000.00	(3,013.89)	87.9%
7185 · Technology Maintenance Fees	16,020.89	18,500.00	(2,479.11)	86.6%
7190 · Website Development	316.92	500.00	(183.08)	63.4%
<b>Total INFORMATION TECHNOLOGY (IT)</b>	<b>70,795.04</b>	<b>106,500.00</b>	<b>(35,704.96)</b>	<b>66.5%</b>
<b>PROFESSIONAL SERVICES</b>				
7125 · Audit and Financial Consulting	53,511.10	90,000.00	(36,488.90)	59.5%
7130 · Legal Fees	31,726.83	45,000.00	(13,273.17)	70.5%
7155 · Consultants - Other	27,371.15	66,700.00	(39,328.85)	41.0%
<b>Total PROFESSIONAL SERVICES</b>	<b>112,609.08</b>	<b>201,700.00</b>	<b>(89,090.92)</b>	<b>55.8%</b>
<b>Total PROFESSIONAL &amp; TECHNICAL</b>	<b>183,404.12</b>	<b>308,200.00</b>	<b>(124,795.88)</b>	<b>59.5%</b>
<b>PROGRAMS</b>				
6200 · Youth Services	5,558.31	4,600.00	958.31	120.8%
6210 · Teen Services	3,600.72	5,500.00	(1,899.28)	65.5%
6220 · Adult Services	4,376.66	10,000.00	(5,623.34)	43.8%
6230 · Bob Lucas Branch Services	5,088.25	6,400.00	(1,311.75)	79.5%
6240 · Literacy Services	5,035.58	7,550.00	(2,514.42)	66.7%
6250 · Volunteer Services	376.30	1,000.00	(623.70)	37.6%
6260 · Summer Reading	1,100.64	10,000.00	(8,899.36)	11.0%
6270 · Mobile Library	94.50	2,750.00	(2,655.50)	3.4%
<b>Total PROGRAMS</b>	<b>25,230.96</b>	<b>47,800.00</b>	<b>(22,569.04)</b>	<b>52.8%</b>
<b>Total Expense</b>	<b>3,127,543.46</b>	<b>4,231,550.00</b>	<b>(1,104,006.54)</b>	<b>73.9%</b>
<b>Net Ordinary Income</b>	<b>985,599.60</b>		<b>985,599.60</b>	<b>100.0%</b>
<b>Net Income</b>	<b>985,599.60</b>		<b>985,599.60</b>	<b>100.0%</b>



**BOARD OF LIBRARY TRUSTEES  
STANDING COMMITTEE REPORT FOR MAY 2021**

**COMMITTEE:** Budget Committee

**MEETING DATE:** May 24, 2021

**PREPARED BY:** Trustee Rushmore Cervantes **LOCATION:** Virtual Meeting

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The Board of Trustees Budget Committee (Kameelah Wilkerson, Rushmore Cervantes) convened at 3:06 p.m. on May 13, 2021 to consider two matters. The review and approval of the proposed Altadena Library District Fiscal Year 2021-22 Budget and the Budget Committee meeting schedule for Fiscal Year 2021-22.

**Altadena Library District Fiscal Year 2021-22 Budget**

Nikki Winslow and Nicole Fabry provided an overview of the various proposed changes to the budget for next fiscal year. As proposed, the \$4,246,300 budget remains relatively the same as the current budget, reflecting a \$74,666 increase (2%) and a transfer of \$33,127 to the Reserve Fund, resulting in \$3,488,127 Reserve Fund balance.

The projected revenues include reimbursements from future bond proceeds for bond related activities for expenses incurred in the current fiscal year (\$299,000) and in FY 2021-22 (\$284,000). Also included is an \$65,000 estimated increase in Passport Service Fees. The revenue estimates derived from grants and donations include decreases from the Altadena Library Foundation (\$2,000) and Friends of the Library (\$13,000) and an increase from Library Literacy Services (\$2,827).

The proposed expenses reflect obligatory increases in Salary & Benefits (\$187,000) for Cost-of-Living Increases and expanded hours, as well as a \$26,400 (20%) increase in Health Insurance and a \$55,200 (19%) increase for CalPERS Retirement contributions. Total insurance expenses are expected to rise nominally by 4% and a new Information Technology Consulting proposal to provide as-needed support at a cost of \$17,000. Aside from a \$19,000 increase in professional development activities for employees physically returning to the libraries, the proposed overall operating expenses reflects minor increases across the standard operating expenses.

Staff is recommending an increase of \$40,200 (90%) to support the critical programs the library provides. The budget also reallocates current funding levels for Library Materials along with a modest increase of \$1,500, within existing categories as well as new categories to support the Mobile Library Collection and Purchase Suggestions.

Of note, the proposed budget also reflects a reduction of Capital Expenditures from \$461,000 to \$40,000, coinciding with the one-time \$385,000 IT grant the library received this fiscal year.

To provide greater clarity and transparency, the staff prepared two easy to read charts displaying budgetary costs by department and the average staff hours dedicated per department. The Budget Committee concurred with the staff's analysis and is recommending that the Altadena Library Board approve the proposed Altadena Library District for Fiscal Year 2021-22 Budget.

### **Budget Meeting Schedule for Fiscal Year 2021-22**

To operate consistent with the District's Financial Policies, staff recommended that the Budget Committee establish quarterly meetings for the upcoming fiscal year. After a short discuss, the Budget established the following Budget Committee schedule for Fiscal Year 2021-22:

- August 5, 2021
- November 4, 2021
- February 3, 2022
- May 5, 2022

Location: Altadena Library District, Barbara J. Pearson Community Room  
Time: 3:00 p.m.

### **Review of the Adopted Fiscal Year 2021-22 Budget for the Local Agency Formation Commission of the County of Los Angeles (LAFCO)**

Diego Gamboa provided a brief overview of LAFCO's adopted budget. There is no fiscal impact to the Library. No action is necessary.

The Budget Committee meeting concluded at 4:10 p.m.



**BOARD OF LIBRARY TRUSTEES  
STANDING COMMITTEE REPORT FOR MAY 2021**

**COMMITTEE:** Community Facilities District

**MEETING DATE:** May 24, 2021

**PREPARED BY:** Trustee Terry Andrues

**LOCATION:** Virtual Meeting

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The Community Facilities District (CFD) Committee convened via ZOOM at 3:00 pm on May 12, 2021.

Members in attendance were Terry Andrues, Rushmore Cervantes, Kim Kenne and Amy Lyford. Also attending were Library Director Nikki Winslow, Doug Anderson from Urban Futures and Nora O'Brien of BB&K.

Doug Anderson summarized the services that will be provided by our new Municipal Advisory firm, Urban Futures. He gave a brief description of the bond issuance process. He estimated that if the CFD team is completely assembled by July, public sale of bonds could launch in September and be completed in October. He said the market for bonds is fairly stable right now and Urban Futures will keep a close eye on rates. We can adjust timetables, as needed, to bring our bond issue to the market at the best time. He anticipates a negotiated sale for our bonds depending on our bond rating, which he guessed could be in the AA- range.

Nora O'Brien gave a summary of what to expect from BB&K as our Bond & Disclosure Counsel. The Board should expect to issue a number of approvals that are needed for the bond process to move forward, including a Report of Bond Issuance (30 days in advance), a Resolution of Issuance that includes a bond purchase agreement and other official preliminary statements. Nora also stated the need for a library debt policy, a special Tax Consultant and a fiscal agent/bank that specializes in bond financing.

So far, the CFD committee has recommended a Municipal Services Advisor and Bond Counsel to the Library. Both have been Board- approved and are now retained.

During this Meeting, the RFPs for Bond Underwriting Services and Community Facilities District Administrative Services were reviewed and approved. If the full Board approves the RFP's, they will be posted on May 25 and due by June 8. We expect a good response from vendors.

Nikki Winslow suggested a special meeting of the CFD Committee to formulate scoring criteria for the applicants. Our goal is to finalize a recommendation for each position to the entire board by the June or July general Board meeting. A secondary goal is to make the process as transparent as possible.

The meeting was adjourned at 3:58 pm.



**BOARD OF LIBRARY TRUSTEES  
AD HOC COMMITTEE REPORT FOR MAY 2021**

**COMMITTEE:** Ad Hoc Facilities Committee

**MEETING DATE:** May 24, 2021

**PREPARED BY:** Trustee Jason Capell

**LOCATION:** Virtual Meeting

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- We began meeting weekly (Trustees Clark and Capell, as well as ALD Director Winslow, Nicole Fabry, and Jonathan Arevalo) with the Rachlin Partners team on Monday, May 3 and have been focused so far on the following:
  - Reviewing existing documents and plans for both buildings
  - Establishing a calendar/time-line for various project phases, focusing primarily on planning and design
  - Identifying stake holders to engage
  - Developing an understanding of the costing process and estimating received from ARG and clarifying/updating the District's known priorities while creating space for additional community feedback
  - Identifying contractors and additional vendors who ought to be engaged early in the planning and design process so that we can ensure an efficient process for getting those Request For Proposals or Request for Qualifications for each vendor drafted and approved by the Board of Trustees, to post in a timely fashion as needed
  
- We've scheduled a joint meeting of the Facilities Ad Hoc committee and the Community Facilities District Committee as a special board meeting for Thursday, June 10<sup>th</sup> at 2:00pm to discuss roles and responsibilities of each committee as it relates to the bond issuance and building projects. Rachlin Partners, our Municipal Advisors (Urban Futures) and Bond & Disclosure Counsel (BB&K) will all be in attendance to outline the planning and conversations thus far, as well as to provide guidance on our next steps and best practices for information flow and decision making between both committees.
  
- Rachlin Partners has also worked with this committee to an outline for a community based "Community Focus Group" to ensure we have input from community stake holders as we move through this process (the final composition of which would be subject to full Board approval). This focus group is envisioned as a small group (fewer than 10 people) who can provide consistent feedback and early reactions; at various inflection points in the planning and design process we would want to seek community input more broadly, via some town hall meetings, online surveys, or other means to solicit community input. We are drafting a scope of work and description for this group so potential members are clear on what their responsibilities would include. Some of the partner groups that have been discussed including in this review team include, but are not limited to:
  - a representative from the ALD Staff
  - a representative from the Friends of the Altadena Library



- a representative from the Altadena Library Foundation
  - a representative from the Altadena Town Council
  - a representative from Altadena Heritage
  - a representative from the Altadena Historical Society
  - at least 2 at-large seats for any interested members of the community
- One recommendation from Rachlin Partners that has been raised was looking at doing a Tier 3 seismic study of the Main Library. The committee agrees that it should be something that is done ahead of the design work (a Tier 2 was already recommended but a Tier 3 study would add more detail and would help identify potential issues or major costs) so that we have a more realistic sense of any kind of seismic retrofitting before we engage an architect. Rachlin is going to put together an RFP for the committee to review and at some point take to the full Board for approval.



**BOARD OF LIBRARY TRUSTEES  
AD-HOC REDISTRICTING COMMITTEE REPORT FOR APRIL 2021**

**COMMITTEE:** Ad-hoc Redistricting Committee    **MEETING DATE:** May 24, 2021

**PREPARED BY:** Trustee Kameelah Wilkerson    **LOCATION:** Virtual Meeting

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As mentioned verbally in the April Board of Trustees (BOT) meeting, the Redistricting Committee met on April 22<sup>nd</sup> to solidify plans to move forward with redistricting plans. Present was ALD Director Nikki Winslow, Douglas Johnson of National Demographic Corporation (NDC), Trustee Wilkerson, and Trustee Clark.

Douglas provided an update on the most recent census data delivery projections from the Census Bureau and state of California. The final data can be expected early October. The committee reviewed its plans to move forward with the completion of the overall redistricting process, with the goal of utilizing the newly drawn district lines for the 2024 election rather than the 2022 election. We want to provide ample time to recruit potential Trustee candidates in the districts that are drawn and felt there would be more success doing this with the additional time.

To that end, the committee projected some dates in which to hold the community hearings to apprise them of the plans and process of the committee. We are required to hold at least four hearings as part of the process. Additional community hearings could be scheduled if there is a demonstrated need to gather more information and feedback.

Two community hearings to gather information **before the proposed districting maps are drawn** are tentatively planned for:

- January 24, 2022 - Regular Board of Trustees meeting
- A Mid-February date - Special Board of Trustees meeting

Two additional community hearings to share the **proposed districting maps once they have been drawn** are also tentatively planned for:

- Mid-to-late March - Special "Town Hall" style meeting
- April 25, 2022 - Regular Board of Trustees meeting.

The goal will be to have the maps reviewed by the community, finalized, and submitted as required by May 12, 2022.



**BOARD OF LIBRARY TRUSTEES  
LIAISON REPORT FOR MAY 2021**

**REPORT:** Government Liaison

**MEETING DATE:** May 24, 2021

**PREPARED BY:** Trustee Terry Andrues

**LOCATION:** Virtual Meeting

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**The good news: California has a large budget surplus**

California Roars Back: Governor Newsom Presents \$100 Billion California Comeback Plan  
Published: May 14, 2021

*A comprehensive plan to attack California's most persistent challenges*

*Provides immediate relief to two-thirds of Californians with Golden State Stimulus checks;  
unprecedented support for small business*

*Proposes major new initiatives and investments to confront: Homelessness and housing  
affordability; disparities in education; aging infrastructure; and wildfires and climate change*

SACRAMENTO – California Governor Gavin Newsom today presented his [\\$100 billion California Comeback Plan](#), **the biggest economic recovery package in California history**. The Governor's Plan outlines comprehensive strategies and major investments in key areas so that California can come roaring back from the pandemic.

The California Comeback Plan has one goal: hit fast forward on our state's recovery by directly confronting California's most stubborn challenges:

- Providing immediate relief for those hit hardest by the COVID-19 pandemic
- Confronting the homelessness and housing affordability crisis
- Transforming public schools into gateways for opportunity
- Building infrastructure for the next century
- Combating wildfires and tackling climate change

"Every Californian has been impacted by this pandemic, and the sacrifices we've all made this past year have resulted in a historic surplus – I'm here to announce that we're investing it in you," said Governor Newsom. "California's economic recovery will leave nobody behind, that's why we're implementing the nation's largest state tax rebate and small business relief programs in history, on top of unprecedented investments we're making to address California's most persistent challenges. This is a jumpstart for our local economies, and it's how we'll bring California roaring back."

**The bad news: It is not being spent on Special Districts**

CSDA advocacy newsletter:

On Friday May 14, California Governor Gavin Newsom unveiled his administration's "\$100 Billion California Comeback Plan." The event also functioned as the traditional May Revise presentation. The Governor's presentation marked a stark departure from the grim financial picture painted the year prior, when the state was facing a projected budget deficit of \$54 billion; this year, the state sits atop a projected \$75.7 billion in surplus funds.

Though touted as the "biggest economic recovery package in California's history," **little of the Governor's revised budget focused on providing economic aid to special districts.** Just like cities and counties, special districts have been hit hard by COVID impacts - but special districts are unique in that they received no direct access to COVID-19 relief funding programs. Absent any direct relief in the revised budget, California's special districts face the potential for layoffs, fewer services, and reverberating impacts on everything from fire prevention and suppression to the delivery of vital water and electricity services, water and resource conservation, accessibility to healthcare and parks, and more.

"The Governor's budget takes some important steps, but still leaves millions of Californians who rely on special districts for everything from fire protection and emergency response to healthcare, parks, libraries, and other essential services with no relief in sight. Just like cities and counties, special districts are local government entities that were hit hard by COVID impacts yet stepped up to deliver the services their communities needed. Unlike cities and counties, however, these districts have had no direct access to COVID relief funding. This is wrong, and we ask the State to make it right. Nearly 60 percent of communities served by special districts throughout California are disadvantaged-it's hard to believe a state with a \$75 billion budget surplus and \$27 billion in federal funds for pandemic relief would leave these communities behind, especially in a year forecasting another catastrophic fire season and one of the driest years on record."

— **Neil McCormick**, Chief Executive Officer, *California Special Districts Association*

### **CSDA Legislative days—May 18-19**

#### Opening Keynote Speaker and Honoree John Garamendi, CA District 3 Congress Member

Rep. Garamendi accepted the Legislator of the year award from CSDA. He spoke about the importance of Special Districts in the country. **There are over 100,000 Special Districts across the nation** and 237 in his District alone. Re. Garamendi has introduced legislation to send more money to Special Districts, as they will be necessary to implement many of the spending allocations for the just-passed American Rescue Plan.

Also, Garamendi says the American Jobs bill, or infrastructure bill, will be passed soon and it will provide more money to states and agencies to replace infrastructure across the U.S. Garamendi used the example of broadband as an essential element of infrastructure. Speaking from his office in Washington DC, he said that he would not be able to participate in the Zoom call if he were in his District office in Northern California because internet service is so unreliable there.

Finally, he expects the Families Act also will be passed during the Biden administration. That bill will provide money to strengthen service and programs to U.S families and education facilities.

In closing, he said Special Districts should play a major role in spending funds for local services and capital projects. He said that the government has so far ignored new Special District

funding and he urges action by special districts to communicate their importance at the local level. Information about the role of Special Districts should be in the form of letters to congressional and state officials.

### Session Highlights

The National Special District Coalition (NSDC) presented some statistics on the effect of the pandemic on Special Districts.

- Between March 2020 and December 2021, U.S. Special Districts experienced \$30.9 billion in fiscal impacts.
- 41% of Special Districts reduced or anticipated reducing their workforce.
- 54% reduced or anticipated reducing services.

The NSDC has formulated a definition of Special Districts that is being used to inform legislators as the call for Special District funding gathers momentum:

*The term 'special district' means a political subdivision, formed pursuant to general law or special act of a State, for the purpose of performing one or more governmental or proprietary functions."*

The NSDC panelists believe the American Jobs Act (infrastructure) will pass, but perhaps in pieces. The bill will be more complicated to fund than the American Rescue Act because it has a more technically challenging pathway to passage.

They presented the "Textbook" Federal Legislative process (below) but noted that this process has become more political and more ponderous to complete.

1. Legislator sponsors/introduces legislation.
2. Bill is referred to a committee. Hearings may be held on the bill, which is "marked up", passed and reported.
3. Floor debates and votes.
4. The chamber that passes the bill sends it to the other chamber for approval.
5. Bill is assigned to committee.
6. Floor debate occurs.
7. If bill is amended, a conference committee negotiates a final version and sends the marked-up bill to both chambers
8. Both chambers vote up or down
9. If passed by both chambers, bill is sent to the President for signature.

The NSDC panelists gave a brief overview of other forms of funding that can be requested by Special Districts:

**Earmarks**—About to be utilized again after being re-instated, earmarks allow legislators to attach up to 10 separate packets of funding for projects in their districts in bills up for passage. Contrary to popular belief, earmarks are not responsible for runaway government spending. They comprise far less than 1% of discretionary spending. Requests for earmarks may be made to a member of Congress but must be supported by proof need in the community.

**Grants**—There are grant funds available at many levels in the Federal Government.

NSDC recommends that all Special District engage their local state and federal representatives to keep them informed of their activities on a regular basis.

**Paul Mitchel, President, Redistricting Partners spoke on the redistricting process and how it has changed over years. What should we expect from the changes. He made the following points:**

- Districting is the initial process of creating election district boundaries. It does not affect how the agency will govern.
- Districts should be roughly equal size and account for the number of people rather than voters.
- For local governments, the population deviation between districts cannot be more than 10%. In federal redistricting, the deviation can only be one person.
- Contiguity of the district should be thought of as literally and functionally contiguous.
- Districting should maintain “communities of interest,” i.e. those with shared culture/characteristics and a common relationship to the entity that is districting.
- Neighborhoods should be identified and protected.
- Districts should be drawn as compact entities; i.e. they should not bypass local populated areas in favor of more distant populated areas.
- Best Practices should be followed in the districting process. These include:
  - Do not consider incumbents or candidates.
  - Do not draw a district for political party advantage.
  - Hold hearings, encourage public engagement (even early in the process).
  - Post information on website.

Mr. Mitchel also gave guidance the mechanics of the districting process and methods to protect a districting plan from judicial challenges. His program was very informative and contained helpful guidance for our own our districting plans.

### State Legislative Briefing

The CSDA “Take Action” page has many tools to help advocate for Special Districts. CSDA members are urged to utilize these tools and to contact their State Legislators directly to press for fiscal assistance for Special Districts.

General overview of this session:

- CSDA position is that Special Districts with impacts should be eligible for funding from federal funds sent to states under the American Rescue Plan.
- There are \$1.92 billion in impacts to California Special Districts because of Covid
- 15 congress members and 2 senators have advocated for SD funds to mitigate losses
- The LAO (Legislative Analyst Office) has a [comprehensive report on the economic condition of local government agencies](#).

A group of panelists reviewed about a dozen pending State Bill that could affect Special Districts. Their comments and recommendations below:

### **SB 219 Support**

This bill would narrow the eligibility of property owners to defer property taxes. Deferrals would be granted to those with documented need. No blanket exemptions.



**SB 594 (Glazer)Support**

Points all special districts to a uniform deadline to establish or redraw their districts 180 days prior to the general election in 2022. This bill is meant to address issues with the late census and local redistricting. It is expected to pass late summer and will take effect immediately upon Governor's signature.

**AB 339 (Lee) Brown Act –Remote Access to Meetings--Oppose**

As amended, this bill no longer applies to special districts. It would require cities and counties with more than 250K residents to provide a call-in or internet-based option to participate in public hearings of their governing boards.

**AB 361 (R. Rivas)**

This bill would allow local agencies to continue to operate and conduct the People's business utilizing remote meetings during declared emergencies. This currently has been in effect with an executive order, which may be cancelled.



**BOARD OF LIBRARY TRUSTEES  
LIAISON REPORT FOR MAY 2021**

**REPORT:** Altadena Library Foundation

**MEETING DATE:** May 24, 2021

**PREPARED BY:** Trustee Rushmore Cervantes **LOCATION:** Virtual Meeting

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The Altadena Library Foundation (ALF) Board of Directors held its regularly scheduled meeting on May 19, 2021, wherein then discussed a wide array of important topics, including:

- **Grants:** the ALF applied for a grant from the Pasadena Tournament of Roses Foundation to support the Altadena Library Districts (ALD) new mobile library and received a \$9,000 grant award.
- **Annual Appeal:** their first annual appeal was sent out in April. A “reminder” will be sent out this month with more direct messaging. ALF board members will be following up with their friends and neighbors, as well as post to their social media platforms.
- **Quarterly E-Newsletter:** They are currently developing content ideas for the May e-newsletter, including news of their grant, a request for volunteers for Taste of ‘Dena, and news of their open board seats.
- **Donor Recognition Event:** the ALF continues its planning and developing the program for the event which will be held on Sunday, June 13, 2021 from 3:30 to 5:00 p.m. in the parking lot of the Main Library.
- **Taste of ‘Dena:** Discussed holding this year’s event at the Bob Lucas Branch Library but decided to wait until the capital improvements have been completed. This year’s event will be held at the Main Library.
- **Community Conversations:** ALF board members continue to host neighborhood events to garner support for the ALF/ALD.
- **ALF Support:** The ALF is considering hiring an administrative assistant to support all their activities. Further, the ALF continues to seek new community-minded residents to join the ALF.
- **Meetings:** The ALF agreed to change their regularly scheduled meetings to the **second Wednesday** of every other month, starting at 5:30 p.m. The next ALF meeting will be held on July 14, 2021.



**BOARD OF LIBRARY TRUSTEES  
AGENDA ITEM VIII.A. REPORT**

**REPORT:** Agenda Item VIII.a.

**MEETING DATE:** May 24, 2021

**PREPARED BY:** Nikki Winslow

**LOCATION:** Virtual Zoom Meeting

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**TITLE:** Review and Approval of Request For Proposal (RFP) for Bond Underwriter

**BACKGROUND:**

Altadena Library District signed a Professional Services agreement with the Municipal Advisory firm Urban Futures on May 3, 2021. District Director Winslow and Administrative Services Manager Nicole Fabry met with Doug Anderson from Urban Futures to discuss next steps and were advised to prepare an RFP for a Bond Underwriter as soon as possible to keep the bond issuance process moving forward.

The RFP was drafted by District Director Winslow and reviewed and updated with feedback from Doug Anderson, including scope of work and how to format the cost sheet. Administrative Services Manager Nicole Fabry and Community Facilities District (CFD) Committee Chair Terry Andrues also reviewed it to provide feedback prior to sharing with the full committee on May 12. The CFD Committee reviewed and passed a motion to recommend the approval and publication of the Bond Underwriter RFP on May 12.

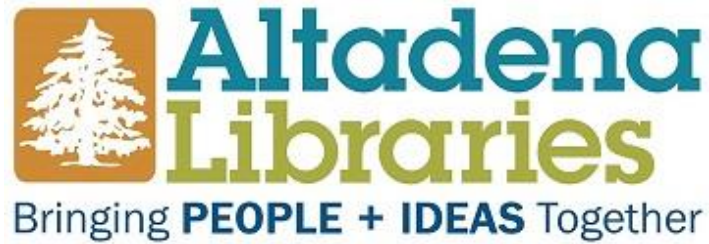
If approved by the Board of Trustees, this RFP will be posted on May 25, 2021, with a closing date of June 8, 2021.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

The CFD Committee and staff recommends that the Board of Trustees review and approve the RFP to hire a Bond Underwriter.



**REQUEST FOR PROPOSALS  
BOND UNDERWRITING SERVICES  
Altadena Library District**

**RFP ISSUE DATE**     **May 25, 2021**

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

**PROPOSAL DUE**     **June 8, 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 Underwriting 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 **June 8, 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	May 25, 2021
Last Day for Submission of Questions	June 2, 2021 at 5:00pm
District Response to Questions	June 4, 2021
Deadline for Receipt of Proposals	June 8, 2021 at 5:00pm
Evaluation	June 11, 2021
Optional Interview if Required	June 14-16, 2021 by appointment
Selection presented to Board of Trustees	June 28, 2021
Tentative Start Date	July 6, 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), the Municipal Securities Rulemaking Board (MSRB), and the Financial Industry Regulatory Authority (FINRA).

## **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 bond underwriting services on an as-needed basis, and may include services related to the sale, promotion and issuance of bonds. Services, although not all-inclusive, may include:

- Providing review and comments on all legal documents related to the financing.
- Proposing and elaborating on the benefits and risks of alternative financing structures.
- Participating in meetings (presentations) to the District Board and Staff.
- Advising the financing team regarding the timing, sizing and structure of the bond issue, including call features and deal structures that enhance pricing.
- Assisting in the preparation and review of the official statement (OS) and disclosure documents.
- Developing a credit package for submittal to the rating agency(s) for the proposed issue.
- Assessing the benefits of credit enhancement.
- Executing a marketing plan for the sale of the bonds. This may include designing a program for advance sales to residents of the District.
- Determining the ideal date/time for the sale of the bonds.
- Selling the bonds directly to investors to ensure the lowest cost of borrowing.
- Providing assistance in closing the bond issue.
- Preparing Post-Sale Analysis for the sale of the bonds, including: investors who purchased the bonds, market conditions at the time of sale, orders, designations, allocations, and results of comparable sales.

The above list is not meant to constitute an exhaustive list of duties. The awarded Firm may be called upon to provide other related services not identified here in connection with a particular transaction.

In addition, the District expects the Underwriter, as part of its responsibilities to investors under the Federal Securities Laws, to conduct such review as is necessary to attain a reasonable basis.

### **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.

## 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 bond underwriting services. 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). Please include a list of any potential conflicts of interest your firm may have in acting as an underwriter for the District.
- 2) Identify the number of years of experience in providing bond underwriting, similar in size and scope to that requested in the RFP. Provide a listing of CFD Special Tax bonds issued over the past 24 months for which your firm was the underwriter, and include the spread to MMD for each transaction.
- 3) Provide a description of your firm's marketing and distribution capabilities.
- 4) 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.
- 5) Proposer shall describe the role of the bond underwriting department in the firm and attach a copy of the firm's relevant filings, licenses or certifications as needed.
- 6) 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 underwriter, whether current, pending, or occurring in the last five (5) years, relating to the municipal industry by the SEC, NASD, MSRB or any other State or Federal organization that oversees, regulates, licenses or is otherwise responsible for the municipal industry. 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?

**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.

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

**a. Fee Schedule For Bond Underwriting Services For Term Of Contract**

Takedown (\$/bond)	Expenses (\$/bond)	Mgmt. Fee (\$/bond)	Total Gross Spread (\$bond)

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

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

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

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

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

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

## ATTACHMENT A

### 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 One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) 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.

**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



**EXHIBIT A**  
**Services**

**EXHIBIT B**  
**Rates**



**BOARD OF LIBRARY TRUSTEES  
AGENDA ITEM VIII.B. REPORT**

**REPORT:** Agenda Item VIII.b.

**MEETING DATE:** May 24, 2021

**PREPARED BY:** Nikki Winslow

**LOCATION:** Virtual Zoom Meeting

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**TITLE:** Review and Approval of Request For Proposal (RFP) for Community Facilities District (CFD) Administration Services

**BACKGROUND:**

Altadena Library District signed a Professional Services agreement with the Municipal Advisory firm Urban Futures on May 3, 2021. District Director Winslow and Administrative Services Manager Nicole Fabry met with Doug Anderson from Urban Futures to discuss next steps and were advised to prepare an RFP for CFD Administration Services as soon as possible to keep the bond issuance process moving forward and offer support with questions about the CFD funding and oversight.

The RFP was drafted by District Director Winslow and reviewed and updated with feedback from Doug Anderson, including scope of work and other details needing clarification. Administrative Services Manager Nicole Fabry also reviewed it to provide feedback prior to sharing with the full committee on May 12. The CFD Committee reviewed and passed a motion to recommend the approval and publication of the CFD Administration Services RFP on May 12.

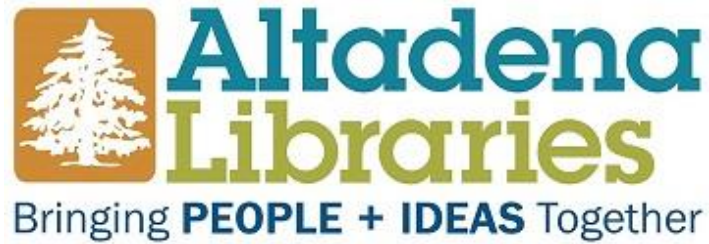
If approved by the Board of Trustees, this RFP will be posted on May 25, 2021, with a closing date of June 8, 2021.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

The CFD Committee and staff recommends that the Board of Trustees review and approve the RFP to hire CFD Administration Services.



**REQUEST FOR PROPOSALS  
COMMUNITY FACILITIES DISTRICT (CFD)  
ADMINISTRATION SERVICES  
Altadena Library District**

**RFP ISSUE DATE**     **May 25, 2021**

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

**PROPOSAL DUE**     **June 8, 2021 at 5:00pm**

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	Scope of Work
Section IV	Evaluation and Award Criteria
Section V	Proposal Instructions, Format, and Submittal Requirements
Section VI	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 (CFD) No. 2020-1 in November 2020 and is currently seeking proposals from interested, highly qualified and experienced firms to provide CFD Administration services to the Altadena Library District in order to assist with the issuance of bonds by the community facilities district and continue offering oversight and analysis of the CFD each year. The CFD No. 2020-1 is authorized to issue up to \$24 million in bonds and will have service and operational funding starting in FY25-26.

**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 **June 8, 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	May 25, 2021
Last Day for Submission of Questions	June 2, 2021 at 5:00pm
District Response to Questions	June 4, 2021
Deadline for Receipt of Proposals	June 8, 2021 at 5:00pm
Evaluation	June 11, 2021
Optional Interview if Required	June 14-16, 2021 by appointment
Selection presented to Board of Trustees	June 28, 2021
Tentative Start Date	July 6, 2021

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

## **SECTION III SCOPE OF WORK**

### **3.0 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.

### **3.1 SCOPE OF WORK**

The scope of services is to provide CFD Administration Services on an as-needed basis, and may include services related to the bond issuance and disclosures, and on-going oversight and analysis of the CFD. Services, although not all-inclusive, may include:

#### **a. Research and Analysis / Special Tax Consultant for Bond Issue**

- Gather and research data necessary for the comprehensive administration services of the CFD.
- Prepare related data tables for inclusion in the Preliminary and Final Official Statements for CFD Bond Issue, including (but not limited to) District assessed valuation, value to lien ratio, and special tax delinquency information.
- Generate audit maps that will depict the current year's levied properties within the CFD. Confirm accuracy in levy and identifying any parcel changes.

#### **b. Annual Assessment Preparation**

- Update and maintain current assessor's maps for all special district parcels. Ensure all building permit information is accurate and updated.
- Review current debt service schedule, request and analyze fund balances and administrative costs, determine budget increases/decreases/CPI adjustments and prepare annual budgets for District review and approval.
- Generate assessment rolls that are to be attached to the levy resolutions and ordinances for Board approval.
- Submit special tax levy to the Los Angeles County Auditor-Controller's office prior to statutory deadline for inclusion on the consolidated property tax bills.
- Monitor any changes to the secured tax roll which necessitate new or adjusted property tax bills and prepare requests to County to prepare such bills.

#### **c. Delinquency Research, Analysis and Administration**

- Review the collection of delinquent special taxes with respect to the foreclosure covenant and/or with the requirements of the bond issue for the CFD.
- Update delinquency history of the parcels located in the CFD based on payment information obtained from the County property tax system.
- Determine payment status of parcels with each CFD, following December 10 and April 10 property tax installment delinquency dates.
- Prepare correspondence to be forwarded by the CFD to the Auditor-Controller's office for removal of special taxes.

- Record notices to remove delinquent installments with exhibits. Prepare strip request for Auditor-Controller's office after recordation. Submit parcel information to foreclosure attorney.

**d. Annual Disclosure Requirements**

- Determine continuing disclosure requirements for each CFD. Prepare updates that comply with SEC rules and report to the California Debt and Investment Advisory Commission (CDIAC).
- Prepare annual and semi-annual continuing disclosure reports in accordance with the Continuing Disclosure Agreement. Transmit to District for review and submission to DAC and/or EMMA.

**e. Other Items as Required**

- Collect data required to calculate prepayment, verify paid/unpaid status, generate prepayment quote, determine use of proceeds, and initiate a recording of a revised Notice of Special Tax Lien.
- Respond to property owner calls regarding the CFD.

The CFD Administrator will report directly to the District's Director and Administrative Services Manager.

**3.2 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.

**3.3 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 IV EVALUATION AND AWARD CRITERIA

### 4.0 **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.

### 4.1 **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 CFD Administration Services. 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 and include any professional licenses or certifications. The description should also include the role and responsibilities of each team member with regard to the CFD administration.
- 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 V  
PROPOSAL INSTRUCTIONS AND FORMAT**

**5.0 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.

**5.1 DELIVERY OF PROPOSALS**

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

**5.2 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.

**5.3 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.



## 5.4 **PROPOSAL CONTENT**

### **c. 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 CFD Administration 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 CFD Administration department in the firm and attach a copy of the firm's relevant filings, licenses or certifications as needed.
- 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 CFD Administration, whether current, pending, or occurring in the last five (5) years. Please indicate disposition of each claim.

### **d. 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.

### **e. 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?

### **f. 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. 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. Additionally, include a fee schedule for possible additional services. The completed Cost Sheet shall be signed and submitted.

**SECTION VI  
COST SHEET**

**6.0 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.**

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

**a. Fee Schedule For CFD Administration 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 as not to exceed.**

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

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

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

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

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

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

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

## ATTACHMENT A

### 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 One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) 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.

**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

**EXHIBIT A**  
**Services**

**EXHIBIT B**  
**Rates**



**BOARD OF LIBRARY TRUSTEES  
AGENDA ITEM VIII.C. REPORT FOR MAY 2021**

**REPORT:** Agenda Item VIII.c.

**MEETING DATE:** May 24, 2021

**PREPARED BY:** Viktor Sjöberg

**LOCATION:** Virtual Zoom Meeting

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**TITLE:** Review and Approve the New Lost and Found Policy

**BACKGROUND:**

The Altadena Library District does not currently have a policy for handling lost items and unattended property. Our team has written a policy that presents a proactive and consistent approach to managing these situations.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Staff recommends that the Board of Trustees review and approve the Lost and Found Policy





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

**SUBJECT: LOST AND FOUND POLICY**

**SECTION: GENERAL ADMINISTRATION**

**BOARD APPROVED:**

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### **Lost and Found Policy**

The Altadena Library District is not responsible for personal items brought onto Library property. It is the responsibility of patrons to always stay in sight of and keep track of all personal belongings.

- Found items will be held for 14 days and any items not claimed within this time will become Library property. As a courtesy to our patrons, the Library staff may make a reasonable attempt to determine and contact the owner.
- Valuable items, including identification documents, driver's licenses, wallets, prescription medications, laptops and cell phones will be brought to the Altadena Sheriff's Station within 24 hours of it being found.
- Perishable items, such as, but not limited to food, disposable beverage containers and personal care items will be disposed of immediately.
- Large unattended items left anywhere on Library property that may obstruct entrances/exits or block usage of public spaces will be removed by staff. If unclaimed, property will be disposed of after 24 hours of being found.
- Any items found to be illegal or dangerous (weapon, chemicals, etc.) should not be handled. Patrons should notify Library staff immediately.
- If an item suspected of being an explosive device is found anywhere on the premises, staff will call 911 and make sure to keep staff and community members away from the object.



**BOARD OF LIBRARY TRUSTEES  
AGENDA ITEM VIII.D. REPORT**

**REPORT:** Agenda Item VIII.d.

**MEETING DATE:** May 24, 2021

**PREPARED BY:** Diego Gamboa

**LOCATION:** Virtual Zoom Meeting

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**TITLE:** Review and Approval of Resolution 2021-01 to Update Altadena Library District's (ALD) Board of Library Trustees' Policies and Procedures

**BACKGROUND:**

The Altadena Library District's Board of Trustees (BOT) last approved the Board Policies and Procedures (Board Policies) on October 28, 2019. Since then, the District has:

- Hired and introduced the Assistant District Director position and its related duties to the BOT;
- Updated the Government Relations Liaison's duties by Board action;
- Received new guidance from Assembly Bill 992 regarding officials' use of social media; and
- Updated language to reflect true intention and implementation of the Board Policies.

The attached resolution document and redlined Attachment A detail the exact updates to the Board Policies that are being recommended. These recommendations were review and approved to be presented to the Board by President Katie Clark, District Director Nikki Winslow, and Administrative Assistant Diego Gamboa.

If approved and adopted by the Board of Trustees, Resolution 2021-01 will take effect immediately.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Staff recommends that the Board of Trustees review, approve, and adopt Resolution 2021-01 to Update Altadena Library District's (ALD) Board of Library Trustees' Policies and Procedures

**RESOLUTION NO. 2021-01**

**A RESOLUTION OF THE ALTADENA LIBRARY DISTRICT BOARD OF TRUSTEES AMENDING BOARD OF TRUSTEES POLICIES AND PROCEDURES**

**WHEREAS**, on October 28, 2019, the Board of Trustees of the Altadena Library District (the “Board”) approved the Board Policies and Procedures (“Board Policies”), which set out the roles and responsibilities of the Altadena Library District’s governing body; and

**WHEREAS**, the Board has approved certain changes to these Board Policies since that time, by taking official Board action to amend the duties of the Government Relations Liaison; and

**WHEREAS**, in order to stay current with intention of the Board Policies, the District desires to adopt an updated Board Policies for proper implementation and alignment with the goals of the District, including amending the policy for the Temporary Absence of the District Director since the addition of the Assistant District Director to District staff; and

**WHEREAS**, in order to stay current with the updated Ralph M. Brown Act regarding officials’ use of social media added by Assembly Bill 992; and

**WHEREAS**, Board Policies Section 16 requires any amendment to the Board Policies be made at a regular Board meeting by written resolution and approved by a majority of the Board; and

**WHEREAS**, the Board now seeks to amend the Board Policies to ensure internal consistency by amending Section 5.1 (Government Relations Liaison).

**NOW, THEREFORE, BE IT RESOLVED** Board of Trustees of the Altadena Library District hereby finds, determines, and resolves as follows:

1. The Board of Library Trustees hereby repeals the District’s existing Altadena Library District Board of Trustees Policies and Procedures, approved by the Board of Library Trustees on October 28, 2019.
2. The redline Altadena Library District Board of Trustees Policies and Procedures, reflecting the amended Board Policies and attached hereto as Exhibit “A”, incorporated herein by reference and made a part hereof, is hereby adopted as the official Board Policies of the District. A finalized version of these Board Policies, with the redline amendment accepted, will be kept on file by the District.
3. The Board Secretary shall certify to the passage and adoption of this Resolution.
4. This Resolution shall be effectively immediately upon its passage and adoption.

PASSED AND ADOPTED this 24th, day of May, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

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Jason Capell, Board Secretary

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Katie Clark, Board President

APPROVED AS TO FORM:

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Ruben Duran, General Counsel

**EXHIBIT “A”**

**REDLINE ALTADENA LIBRARY DISTRICT BOARD OF TRUSTEES POLICIES AND  
PROCEDURES**

[Attached]

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# **Altadena Library District Board of Trustees Policies and Procedures**

## **1. Library Board of Trustees Roles and Responsibilities**

The Board of Trustees of the Altadena Library District is an elected, administrative board of five trustees residing and registered to vote within the District, as formed under CA Ed. Code §§19600-19734, December 1926. Their primary task is defining the mission and vision of the Altadena Library District, and guiding and advising the Library Director in the execution of same.

The Board of Trustees leads in strategic planning, and sets the policies that govern the Altadena Library District. It provides financial oversight and ensures a sustainable financial future for the Altadena Library District. It hires the District Director, to whom it delegates management authority. The Board of Trustees holds the Director accountable through a formal evaluation process.

The Board of Trustees represents and advocates for the Altadena Library District in the community.

The Board of Trustees holds authority only as an aggregate body, not as individual trustees, and works to maintain a unity of purpose among its members as they work in the best interests of the Altadena Library District and the community of Altadena.

As a publicly elected body administering a special district, the Board of Trustees complies with and ensures that the Altadena Library District complies with all legal requirements and ethical standards, and strives to ensure an open and transparent process of governance.

## **2. Election of Library Board of Trustees**

The Board of Trustees consists of five members elected at large from the District, and who serve without pay for four-year staggered terms. Elections are held biennially in even numbered years on the same day as state general elections, the first Tuesday after the first Monday in November. Pursuant to Education Code §19700, Trustees take office the first Friday in December succeeding their election.

### **2.1. Official Tabulation of Votes**

The official tabulation of votes in a Trustee election, furnished by the Registrar-Recorder of Los Angeles County, shall be recorded in the minutes of the next Board meeting following an election (or upon receipt).

### **2.2. Vacancies on the Library Board of Trustees**

If a vacancy should occur on the Library Board of Trustees based on any of the prescribed events contemplated by Gov. Code §1770 occurring before the expiration of a term of office, the District shall notify the county elections official of the vacancy no later than 15 days following either the date on which the district board is notified of the vacancy, or the effective date of the vacancy, whichever is later. The remaining Trustees shall fill that vacancy within 60 days of the date on which the district board is notified of the vacancy, or the effective date of the vacancy, whichever is later (Gov. Code §1780(d)(1)-(e)(1)), either by appointing a new Trustee or by calling an election at the next established election date. Any



individual appointed to a vacancy on the Library Board of Trustees by any means shall assume his or her office at the next regular meeting of the Board.

### **2.3. Appointment to a Vacancy**

If the Board of Trustees decided to appoint someone to fill the vacancy, a notice of said vacancy must be posted in three or more conspicuous places in the district (including the Main Library and the Branch Library), as well as on the District's website, at least 15 days before the appointment is made. The District must then notify the county elections official of the appointment no later than 15 days after the appointment is made, and that appointee shall fill the vacancy under whichever of the following two scenarios applies (Gov. Code §1780(d)(2)):

- A. If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.
- B. If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general district election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office.

At the public meeting at which the vacancy appointment is considered by the Board of Trustees, and in advance of any Board action, the Board shall provide the public with the procedure by which the appointment will be made, including selection criteria, process, timeline, and voting. The Board shall endeavor to make the appointment in line with general principles of transparency and open-government best practices.

### **2.4. Calling an Election to Fill a Vacancy**

In lieu of making an appointment, the remaining members of the Board may within 60 days of the date they are notified of the vacancy or the effective date of the vacancy (whichever is later), call an election to fill the vacancy. The election shall be held on the next established election date that is 130 or more days after the date the District Board calls the election (Gov. Code §1780(e)(2)). Established election dates are defined by Elections Code §1000.

### **2.5. Failure to Act**

If the vacancy is not filled by the Board either via making an appointment or calling a special election within 60 days, then between 60 and 90 days, the Los Angeles County Board of Supervisors may fill the vacancy either by appointing a new Library Trustee or by ordering the District to call an election. The election shall be held on the next established election date that is 130 or more days after the date the Board of Supervisors orders the election.

If the number of remaining members of the Board falls below a quorum, then at the request of the district secretary or a remaining Board Member, the Board of Supervisors may waive the 60 day period during which the Board is allowed to take action (but would be unable to act due to the lack of quorum), and the Board may either appoint immediately to fill the vacancy, or may call an election to fill the vacancy. The election shall be held on the next established election date that is 130 or more days after the date the Board of Supervisors calls the election. The Board of Supervisors shall fill only enough vacancies to provide the Board of Trustees with a quorum.

If within 90 days of the date the Board of Trustees is notified of the vacancy or the effective date of the vacancy (whichever is later), no action has been taken by any governing body to fill the vacancy either by appointment or by calling for a special election, the Altadena Library District must call an election to fill the vacancy (Gov. Code §1780(g)(1)). The election shall be held on the next established election date that is 130 or more days after the date the District Board calls the election.

**2.6. Election**

A person elected at a regular board member election or appointed in lieu of election takes office at noon on the first Friday in December following his or her election in November and shall serve for four years or until his or her successor qualifies and takes office (Elec. Code §§10554, 10507). A special election, should it be required, ordered, or necessary, shall be held in accordance with CA Election Code §1000.

**2.7. Candidate Statements for District Elections**

The District requires payment to the County of Los Angeles in advance of each candidate’s *pro rata* share of the printing, handling, and mailing costs of the candidate’s statement included in the voter’s sample ballot pamphlet. If the actual cost exceeds the estimate, the District will bill each candidate for the coverage after the election. The maximum word limitation for the candidate’s statement is 200 words. The county shall bill any candidate for District office for the actual prorated costs of printing, handling, and translating his statement of qualifications contained in the voter’s pamphlet accompanying the sample ballot (Public Resources Code §9546).

**2.8. Seating of New Members on the Library Board of Trustees**

The presiding officer (or his/her designee) will conduct a brief ceremony at the first meeting of the Library Board of Trustees at which newly elected or newly appointed members of the Board assume office. The ceremony will consist of the newly elected or newly appointed Trustee affirming an oath of allegiance, as written below:

*I, \_\_\_\_\_[name], do solemnly swear (or affirm) that I will support and defend the Constitution of the United States, and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.*

**3. Officers**

At the Board’s first regular meeting called after the last Friday in November, the Board shall elect its President and Secretary for one-year terms (Ed. Code §19424).

**3.1. Election of Officers**

The Library Board of Trustees elects officers at its regular board meeting called after the last Friday in November from among its members, effective immediately. The officers remain in office for a term of one year or until their successors are duly elected.

**3.2. Vacancies**

A resignation, death, or other cause creating a vacancy in one of the offices shall be filled by a majority vote of the Board at the next regular meeting. The term of office shall be for the unexpired term.

**3.3. Duties of Officers**

A. President

- 1. Chairs all Library Board of Trustees meetings;
- 2. Works closely with the District Director (or his or her designee(s)) to facilitate effective communication among the Board of Trustees and the community;
- 3. Works closely with the Director in preparing the agenda for all Board of Trustees meetings;
- 4. Shall sign, with the Secretary, all official documents implementing Board action;
- 5. Appoints Standing Committees (including a chair of each committee), Board Liaisons, and may create Special Committees or Ad-Hoc Committees to perform a specific task; with all appointees requiring an approval by a majority of the Board of Trustees;
- ~~6. Shall be an ex-officio member of all Standing Committees;~~
- ~~7.6.~~ Represents the District in official functions, or designates a representative; and
- ~~8.7.~~ Shall be (or shall designate) the official spokesperson for Board of Trustees actions.

B. Secretary

- 1. Assumes the duties of the President in the absence of the President or in the event that s/he must vacate the chair during the course of a meeting;
- 2. Presides at all regular and special meetings in the absence of the President; and
- 3. Certifies all District documents as may be required by law, and signs, with the President, all official documents implementing Board action.

**3.4 Personal and Individual Liability of Trustees**

The District shall include in its standard insurance policy a Directors & Officers Liability insurance policy, such that Board members are not at risk of joint and several liability for actions taken in the proper exercise of their official duties to the extent permitted by law.

**4. Library Board of Trustees Committees**

Board Committees are constituted to facilitate the effectiveness of the Library Board of Trustees within the powers and authority delegated by the Board as a whole. The creation of committees is discretionary, and may be appointed at any time. Either the President or the Board shall designate the chair and membership of each committee, depending on its nature and composition.

The Board may appoint community members and/or staff to serve on committees. A public statement may be issued asking for volunteers to serve on a committee, if appropriate. Members of the community wishing to serve on the committee shall submit a statement of interest or resume to the Chair of the committee for consideration, and the Chair shall submit a recommendation to the full Board for approval by a simple majority.

Staff may participate in committees in two fashions:

- A. The District Director may forward staff recommendations to the Chair of the committee for membership as s/he sees appropriate, with the understanding that participation in the committee will be on work time, and those recommendations shall be submitted by the Chair to the full Board for approval by a simple majority; or
- B. Members of staff may, of their own volition, submit themselves for membership on a committee as members of the community, but it shall be understood that they are not participating in their role as a District employee nor are they representative of the viewpoints or perspective of the institution nor shall they be paid for their time.

In establishing committees, the Board will comply with all relevant legislation, including the Ralph M. Brown Act.

**4.1. Committees Subject to the Brown Act**

- A. *Standing Committees.* Standing committees may be appointed by the Board to deal with a continuing area of interest for an unspecified duration. No more than two members of the Board shall sit on any standing committee. Standing committees may or may not include other members, including staff or members of the public, and shall have a continuing subject matter and a fixed meeting schedule. All standing committees must operate within the confines of the Ralph M. Brown Act, which dictates that meetings shall be held in a suitable location, be open to the public, have an agenda posted at least 72 hours prior to the meeting, and that items from the public will be heard if they are within the subject-matter jurisdiction of that committee.
- B. *Special Committees.* Special committees may be created at any time to perform a specific task for a specified duration. Membership of a special committee may be composed exclusively of trustees (provided that it is ~~less~~ ~~more~~ than a quorum; i.e., ~~two~~ ~~three~~ or ~~fewer~~ ~~more~~ trustees), or may be composed of trustees, staff, members of the community, or any combination of the aforementioned, and shall have a special area of interest. They may meet on a fixed schedule or on an as-needed basis, but that shall be determined and set forth by the Board when the special committee is composed by the Board. All special committees must operate within the confines of the Ralph M. Brown Act, which dictates that meetings shall be held in a suitable location, be open to the public, have an agenda posted at least 72 hours prior to the meeting, and that items from the public will be heard if they are within the subject-matter jurisdiction of that committee.

**4.2. Committees Not Subject to the Brown Act**

- A. *Ad-hoc Committees.* Ad-hoc Committees, otherwise known as temporary advisory committees, may be created by the President at any time to perform a specific task. Membership of an ad-hoc committee is limited to less than a quorum, *i.e.*, two members of the Board, and shall be comprised exclusively of Board members (no additional members are permitted). Thus composed, a less than quorum ad-hoc committee is not subject to the constraints of the Brown Act (although it is perfectly free to operate according to them should it wish) (Gov. Code §54952(b)). At its creation, the committee shall be given a specific charge, a timeframe for completion of that charge, a designation of the composition of membership (either less than quorum ad-hoc or special), a full description of the functions to be discharged, and the authority that the committee will have. Ad-hoc committees are automatically dissolved once their specific tasks are completed but no later than twelve months following their creation.

### 4.3. Reporting of Committees

The Chair of each committee shall provide a comprehensive (written or oral) report to the Library Board of Trustees at the regular meeting following each committee meeting. A written report is recommended.

## 5. Library Board of Trustees Liaisons

The Board President may appoint designated liaisons between the Board and appropriate Library support groups and/or other governing bodies as applicable. Appointments shall be made by the Board President with the concurrence of a majority of the Board.

Each liaison will provide the Board with a comprehensive (written or oral) report of activities at the regular Board meeting immediately following any relevant activity, including recommendations for Board actions when appropriate.

### 5.1. Government Relations Liaison

The Government Relations Liaison shall:

- A. Monitor current legislative activity at city, county, state, and federal levels that would impact the Altadena Library District;
- B. Provide information to the Board of Trustees regarding legislative issues and their impact on the Altadena Library District;
- C. After consultation with the Board, contact legislators, as appropriate, to advocate for the Altadena Library District's position on individual legislative issues; ~~and~~
- D. Attend legislative days in Sacramento representing the Altadena Library District; and
- ~~D.E.~~ - Speak, decide, and vote on the Board's behalf when representing Altadena Library District and/or the Board of Trustees at meetings, conferences, collaboratives or other convenings within the liaison's jurisdiction.

### 5.2. Friends of the Altadena Library Liaison

The Friends of the Altadena Library Liaison shall:

- A. Attend meetings of the Friends of the Altadena Library;
- B. Represent the Board of Trustees at those meetings; and
- C. Provide context to the Board about any relevant information, activity, or recommended Board action.

### **5.3. Altadena Library Foundation Liaison**

The Altadena Library Foundation Liaison shall:

- A. Attend meetings of the Altadena Library Foundation Board;
- B. Represent the Board of Trustees at those meetings; and
- C. Provide context to the Board about any relevant information, activity, or recommended Board action.

## **6. Library Board of Trustees Representatives**

From time to time, the Board of Trustees may appoint from its members a representative to professional or community-wide committees or organizations to represent the unique interests of the Altadena Library District. Such appointments must be made in compliance with state law.

## **7. Library Board of Trustees Appointments**

The Board of Trustees may call upon members of the community to represent the Altadena Library District as needed with appointments to local, state, or regional boards or committees as a delegate from the Altadena Library District.

### **7.1. Appointment of District Representatives to Local, Regional, State Committees and Boards**

When local, state, or regional committees or boards request a community member as a delegate from the Altadena Library District, the Board directs the District Director to recruit and suggest for appointment such community members. The District Director will submit these recommended appointees, including position and length of term, to the Board of Trustees for approval at a regular meeting.

## **8. Library Board of Trustees and Relationship with the District Director**

The Board of Trustees determines the strategic direction and operating policies of the Altadena Library District, and delegates their implementation to the District Director. Moreover, the Board appropriates all monies to be expended via the approved budget, and works closely with the Director to ensure a well-run library district which fulfills the needs of the community.

While the Board retains authority under the law to conduct all library business, it shall be Board policy to delegate responsibility for the operation of the library to the District Director, and to endorse his/her policies and practices, as long as they continue in the library's best interest.

It is the District Director’s responsibility to keep the Board informed of library activities, and to make recommendations for Board action in all matters as required by law.

**8.1. Appointment of a District Director**

The District Director shall be appointed at a regular meeting from a list of qualified candidates as the result of an open competitive oral and written process. No fewer than four Trustees must be present in a closed session meeting when each applicant is being interviewed for final selection. An applicant must receive at least three affirmative votes from the Board of Trustees to be appointed District Director, which must be announced in compliance with the Ralph M. Brown Act.

**8.2. Temporary Absence of the District Director**

In the temporary absence of the District Director, the Assistant District Director shall serve as Acting Director, without additional compensation. If the Assistant District Director is unable to serve as Acting Director, the District Director shall appoint a qualified current librarian on staff to do so, without additional compensation.~~the District Director shall appoint a qualified current librarian on staff to serve as Acting Director, without additional compensation.~~ A temporary absence is defined as 1 to 10 consecutive business days, wherein the Acting Director shall assume the full range of duties and responsibilities. If the District Director is temporarily incapacitated and unable to appoint an Acting Director, the Board of Trustees shall appoint an Acting District Director by majority vote.

**8.3. Prolonged Absence of the District Director**

In the case of prolonged absence, which shall be understood to be longer than the above defined temporary absence, the Board of Trustees shall immediately appoint an Acting District Director and establish appropriate compensation.

**8.4. Appointment of an Interim Director**

In the case of the resignation, death, or dismissal of the District Director, the Board of Trustees shall immediately appoint an Interim District Director and establish appropriate compensation.

**8.5. Administration Leeway in Absence of Board Policy**

In situations arising where there are no policies or guidelines for administrative action, the Director shall have the power to act in compliance with State law and in consultation with General Counsel, as necessary; however, the Director’s actions shall be subject to review and action by the Board of Trustees at its next regular meeting. It shall be the duty of the Director to immediately inform the Board of such situations, and of the need for policy.

**8.6. Library Board of Trustees Requests of Staff or Legal Counsel**

The Director shall be the line of official communication between the Board and all District personnel, including contractors, vendors, legal counsel, and volunteers. Except for the purpose of inquiry and unless there is reasonable cause to do otherwise, the Board of Trustees shall provide direction to District personnel through the District Director, in compliance with all applicable open meeting and transparency State laws. Neither the Board nor its members shall attempt to influence or to direct any subordinates of the Director.

The Director may, from time to time, assign specific members of the staff or request legal counsel to work directly with a Board member, a Board committee, or on a Board project.

## **8.7. Evaluation of the District Director**

The District Director shall, upon his or her appointment, have an introductory period of 12 months. A series of preliminary evaluations shall take place at three and six months with the Board of Trustees, with a final evaluation and determination upon passage of the introductory period at one year. Thereafter, the Board shall undertake a formal evaluation of the Director annually, and may, at their discretion, undertake special evaluations as needed, if such a special evaluation is approved with the vote of a majority of the Board. All formal evaluation processes must be conducted in compliance with the Ralph M. Brown Act and state law requirements, including the general rule of confidentiality regarding personnel records (Gov. Code §6254(c)) and the closed session procedure set forth for the performance evaluation of District employees (Gov. Code §54957).

## **9. Library Board of Trustees Expense Reimbursement Policy**

The purpose of this policy is to (1) define the types of meetings, conferences, and other activities for which a Library Trustee may receive reimbursement from the District for actual and necessary expenses incurred in attending such meetings, conferences, or activities; and (2) to provide the rate or rates of reimbursement for travel, meals, lodging, and other actual or necessary expenses incurred by Library Trustees in attending those meetings, conferences, and activities; and (3) to provide the procedures and other requirements for seeking reimbursement from the District for those expenses.

This policy is intended to comply with the requirements of Government Code §§53232-53232.4.

### **9.1. Applicability**

This policy applies only to members of the Board of Trustees. Reimbursement for expenses to the District Director and to employees of the Altadena Library District shall be governed by the District's personnel rules and policies.

### **9.2. Authorized Expenses**

A Library Trustee is eligible to receive reimbursement for travel, meals, lodging and other and necessary expenses incurred in attending the following meetings, events and activities, provided the attendance is approved by the Board of Trustees, and includes (but is not limited to) the following categories:

- A.** Conferences, Meetings and Workshops  
Attendance at conferences, meetings and workshops of regional, state and national organizations whose activities benefit or affect the District's activities or interests;
- B.** Special Projects  
Attendance at conferences and meetings regarding special library projects;
- C.** Community Activity or Visibility  
Attendance at community sponsored functions, where the presence of a representative is requested or important;
- D.** Legislative Activity and Meetings with Local, Regional, State or National Officials  
Attendance at meetings with local, regional, state or national officials on legislative issues or District policy or program issues; and
- E.** Ethics, Harassment, Brown Act, or Special District Training



Attendance at a conference, meeting, workshop or organized educational activity conducted in compliance with Government Code §54952.2(c), including but not limited to ethics training required by Government Code §53234.

- F. Educational Conferences and Professional Meetings (as outlined in §10 of this policy). Event categories not subject to reimbursement, and which will not receive Board approval, include social events, District-sponsored employee events, festival and holiday events, and meetings of political organizations.

### 9.3. Library Board of Trustees Budget Approval for Activity

A budget for attendance by a member of the Board at eligible meetings or events as described in Section 9.2 of this policy will be established as a line item in the District's budget. Adoption of the budget by the Board of Trustees will constitute prior approval of such expenses provided the total expenditures do not exceed the approved budget. Expenses which exceed the approved budget must be approved by the Board before they are incurred.

### 9.4. Reimbursement Rates and Amounts

#### A. Transportation

The most economical mode and class of transportation reasonably consistent with scheduling needs, the Trustee's time constraints, and cargo space requirements must be used, using the most direct and time-efficient route. Charges for rental vehicles may be reimbursed under this provision if more than one District official is attending an out of town conference, and it is determined that sharing a rental vehicle is more economical than other forms of transportation. In making such determination, the cost of the rental vehicle, parking and gasoline will be compared to the combined cost of such other forms of transportation. Government and group rates must be used when available.

1. **Airfare.** Airfares that are equal or less than those available through the Enhanced Local Government Airfare Program offered by the State of California shall be, in most normal circumstances, presumed to be the most economical and reasonable for purposes of reimbursement under this policy. The Board recognizes and acknowledges that such airfares are not always practicable or available in certain limited circumstances, and finds that higher airfares may be appropriate in individual cases.
2. **Automobile.** Automobile mileage shall be reimbursed at Internal Revenue Service rates presently in effect (see <http://www.irs.gov/>). These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable. The Internal Revenue Service rates will not be paid for rental vehicles; only receipted fuel expenses will be reimbursed. Mileage for travel to meetings, conferences, and activities with a ten-mile radius shall not be reimbursed by the District.
3. **Car Rental.** Rental rates that are equal or less than those available through the State of California's website (<http://www.catravelsmart.com/default.htm>) shall be considered the most economical and reasonable for purposes of reimbursement under this policy.
4. **Taxis/Ride-Share/Shuttles.** Taxi, ride-sharing, or shuttle fares may be reimbursed, including a 15% gratuity per fare, when the cost of such fare is equal or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time-efficiency.

#### B. Lodging

Lodging expenses will be reimbursed or paid for when travel on official District business reasonably requires an overnight stay.

1. **Conferences/Meetings.** If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, see subparagraph 2 below.
2. **Other Lodging.** Travelers must request government lodging rates, when available. A listing of hotels offering government rates in different areas is available at <http://www.catravelsmart.com/lodguideframes.htm>. Lodging rates that are equal or less than government rates are presumed to be reasonable and hence reimbursable for purposes of this policy. In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed the median retail price for lodging for that area listed on websites like [www.hotels.com](http://www.hotels.com), [www.expedia.com](http://www.expedia.com), or an equivalent service shall be considered reasonable and hence reimbursable if, given the circumstances of the travel, such comparable rates can be found. In unique circumstances, the District Director may approve the reimbursement of reasonable lodging costs that exceed the two standards above, if necessary, under the particular circumstances.

**C. Meals**

Trustees shall, when available, take meals that are provided as part of a seminar or conference registration fee. Reimbursable meal expenses and associated gratuities shall not exceed \$60 per day.

**D. Telephone/Fax/Cellular**

Trustees will be reimbursed for all actual telephone and fax expenses incurred for Altadena Library District business. Telephone bills should identify which calls were made on Altadena Library District business.

**E. Internet**

On out-of-town trips, Trustees will be reimbursed for Internet access connection and/or usage fees away from home, not to exceed \$15 per day, if Internet access is necessary for Altadena Library District related business.

**F. Airport and Other Parking Charges**

The Altadena Library District will reimburse parking costs based on actual costs or the equivalent of long-term parking rates used for travel exceeding 24 hours.

**G. Other**

Baggage handling fees and reasonable gratuities will be reimbursed. Expenses for which Trustees receive reimbursement from another agency are not reimbursable. Any and all expenses that do not fall within the adopted reimbursement policy are required to be approved by the Library Board of Trustees in a public meeting prior to the expense(s) being incurred.

**9.5. Non-Reimbursable Expenses**

Examples of personal expenses for which the Altadena Library District will not reimburse a Trustee include, but are not limited to:

- The personal portion of any trip;
- Political or charitable contributions;
- Family expenses, including partner's expenses when accompanying an official on agency-related business, as well as children or pet-related expenses;
- Entertainment expenses, including theater, movies (either in-room or at the theater), recreational events not related to Altadena Library District business (including gym or massage expenses), cultural events not related to Altadena Library District business;
- Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline;
- Personal losses incurred while on Altadena Library District business; and
- Personal alcohol or bar expenses.

#### **9.6. Expense Report Content and Submission Deadline**

All expense reimbursement requests must be submitted on an expense report form provided by the Altadena Library District. This form shall include the following advisory:

*“All expenses reported on this form must comply with the Altadena Library District’s policies relating to expenses and use of public resources. The information submitted on this form is a public record. Penalties for misusing public resources and violating the Altadena Library District’s policies may include loss of reimbursement privileges, restitution, civil and criminal penalties as well as additional income tax liability.”*

Expense reports must document that the expense in question met the requirements of this policy. Except as required sooner by this policy, Trustees must submit their expense reports within 30 calendar days of an expense being incurred, accompanied by receipts documenting each expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation. The inability to provide such documentation in a timely fashion may result in the expense being borne by the Trustee.

#### **9.7. Verification of Expense Reports**

Trustees shall submit their reimbursement forms to the District Director for review, final approval and payment. Included on the reimbursement form will be an explanation of the Altadena Library District-related purpose for the expenditure(s), and receipts evidencing each expense shall be attached.

The District Director shall review and approve all reimbursement requests. The District Director may request additional documentation or explanation of individual expenditures for which reimbursement is requested by the Trustee. Expenses that do not adhere to the adopted reimbursement policy and that do not receive approval from the Board of Trustees in accordance with the above policies prior to the expense being incurred shall not be eligible for reimbursement.

#### **9.8. Reports to the Public**

At the next subsequent regular Board meeting, each member shall briefly report, orally or in writing, on all meetings attended at District expense. If multiple members of the Board of Trustees attended an event, a joint report or individual report on behalf of all attendees may be made.

#### **9.9. Compliance with Laws**

Trustees should keep in mind that some expenditures could be subject to reporting under the Political Reform Act and other laws. Records of all District expenditures and documentation regarding expense reimbursements are public records subject to disclosure under the Public Records Act, subject to any applicable exemptions.

**9.10. Violation of this Policy**

Failure of District officials to abide by this Policy, following its adoption, may result in disciplinary action, up to and including censure, removal from office (including for designated events constituting a vacancy before expiration of term under Gov. Code §1770) or referral for criminal prosecution.

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: (1) loss of reimbursement privileges, (2) a demand for restitution to the Altadena Library District, (3) the Altadena Library District reporting the expenses as income to the Trustee to state and federal tax authorities, (4) civil penalties pursuant with California state law, or (5) prosecution for misuse of public resources (Penal Code §424).

**10. Training, Education, and Conferences**

Trustees are encouraged to attend educational conferences and professional meetings when the purposes of such activities are to improve Board and/or District operations. Attendance at such educational conference and professional meetings are considered a part of an official’s performance of their official duties for the Altadena Library District. There is no limit as to the number of Trustees attending a particular conference or seminar when it is apparent that their attendance is beneficial to the Library District. “Junkets” (a tour or journey for pleasure at public expense), however, will not be permitted.

It is the policy of Altadena Library District to encourage board development and excellence of performance by reimbursing expenses incurred for tuition, travel, lodging and meals as a result of training, educational courses, participation with professional organizations, and attendance at local, state and national conferences associated with interests of the Altadena Library District. Cash advances are not permitted. All reimbursement of actual and necessary expenses shall be pursuant to the policies outlined in previous sections.

A Trustee shall not attend a conference or training event for which there is an expense to the Library District if it occurs after they have announced their pending resignation, or if it occurs after the election in which it has been determined that they will not retain their seat on the Board. A Trustee shall not attend a conference or training event when it is apparent that there is no significant benefit to the Altadena Library District.

Upon returning from seminars, workshops, conferences, etc., where expenses are reimbursed by the Altadena Library District, the Trustees shall either prepare a written report for distribution to the Board, or make a verbal report during the next regular meeting of the Board. The report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) may be delivered to the District Director to be included in the library for the future use of other staff.

The District Director (or his/her designee) must provide information on available training to the Board as it becomes available, or at least once a year.

**10.1. Ethics Training**

All Trustees and the District Director shall receive two hours of training in general ethics principles and ethic laws relevant to public service within one year of election or appointment to the Library Board of Trustees, and at least once every two years thereafter, pursuant to Government Code §§53234-53235.2.

This policy shall also apply to all staff members that the Board of Trustees designates and to members of all commissions, committees and other bodies operating subject to the Ralph M. Brown Act who receive any type of compensation, salary, or stipend or reimbursement for actual and necessary expenses incurred in the performance of official duties.

Trustees and the District Director shall obtain proof of participation after completing the ethics training. Altadena Library District staff shall maintain records indicating both the dates that the District Director and Trustees completed the ethics training and the name of the entity that provided the training. These records shall be maintained for at least five years after the District Director and the Board of Trustees receive training, and are public records subject to disclosure under the California Public Records Act. Altadena Library District staff shall provide the District Director and Board of Trustees with information on available training that meets the ethics training requirements of this policy at least once every year.

Ethics training may consist of either a training course or a set of self-study materials with tests, and may be taken from home, in person or online. Any Trustee that serves on the board of another agency is only required to take the training once every two years.

## **10.2. Sexual Harassment Prevention Training**

Government Code §§53237-53237.5 requires each local agency official to receive sexual harassment prevention training. Trustees shall receive at least two hours of sexual harassment prevention training and education within the first six months of taking office, and every two years thereafter. Any entity which provides training must also provide the participants with proof of participation, and the Altadena Library District shall maintain records for at least five years detailing the dates on which Trustees fulfilled said training, as well as the entity that provided it.

## **10.3. Brown Act & Special District Training**

Trustees are encouraged within their first six months of tenure on the Board to take advantage of free training from CSDA, the Los Angeles District Attorney's office, or other similar agencies, on board member best practices, the Brown Act, and other issues and concerns applicable to the Altadena Library District. The District shall provide training annually for the Board on the *City of San Jose v. Superior Court* (2017) 2 Cal.5th 608 case and the District's use of electronic communications in line with state statutory and decisional law requirements.

## **11. Board Meetings**

### **11.1. Regular Meetings**

Regular meetings of the Altadena Library District Board of Trustees are generally held the fourth Monday of each month in one of Altadena Library District libraries. The schedule of dates and locations of Board meetings for the next year is determined at the regular November or December meeting of the prior year, although the schedule and location may be modified by Board action, if appropriate.

All meetings are subject to the Ralph M. Brown Act. The Altadena Library District shall post the agenda for its regular meeting at least 72 hours prior to the meeting.

### **11.2. Special Meetings**

Pursuant to the provisions of Government Code §54956, Special Meetings of the Board of Trustees may be called by or at the direction of the President, or by a majority of Board members, with at least 24-hours' notice before the meeting, as required by the Brown Act. Although the Education Code specifies that a special meeting may also be called by a majority of Board members, by written notices served upon each member of the Board at least 12 hours before the time specified for the meeting (Ed. Code §19429), it shall be the policy of this Board to require at least 24-hours' notice in line with Brown Act provisions. Once such a special meeting is called by a majority of Board members, written notice must also be delivered to any newspaper, radio station, or television station that has requested such notice (Gov. Code §54956(a)). The call and notice shall specify the time and place of the special meeting and the business to be transacted. Non-agenda items shall not be considered or discussed at such meetings. Special Meetings must be open to the public.

### **11.3. Emergency Situations**

In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of Library District facilities, the Board may hold an emergency meeting without complying with the 24-hour notice requirement of this section.

For the purposes of this situation, “emergency situation” can be understood to mean any of the following:

- A. Work stoppage of other activity which severely impairs public health, safety, or both, as determined by a majority of the members of the Board;
- B. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a legislative body to provide one-hour notice before holding an emergency meeting may endanger the public health, safety, or both, as determined by a majority of members of the Board (Gov. Code §54956(a)(2)).

However, any local newspaper of general circulation and radio or television station which has requested notice of special meetings pursuant to Government Code §54956 shall be notified by the presiding officer of the Board, or designee thereof, one hour prior to the emergency meeting by telephone.

In the event that telephone services are not functioning, the notice requirements of this section shall be deemed waived, and all reasonable efforts shall be made to notify those media outlets of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

Should a closed session be necessary under the closed session provisions set forth in Gov. Code §54957, notwithstanding emergency closed session provisions as set forth in Government Code §54957, the Board shall not meet in closed session during a meeting called pursuant to this section.

All special meeting requirements, as prescribed above, shall be applicable to a meeting called pursuant to this section, save for the 24-hour notice requirement. The minutes of a meeting called pursuant to this section, a list of persons whom the presiding officer (or designee of the Board) notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

### **11.4. Teleconferencing**

As per Gov. Code §54953, teleconferencing - meaning the connection of members of the Board of

Trustees by electronic means, either through audio or video or both - may be used for the benefit of the public and the District in connection with any meeting or proceeding authorized by law. It may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the Board of Trustees. All votes taken during a teleconferenced meeting shall be by roll call. The following practices must be observed:

- A. No action shall be taken by secret ballot, whether preliminary or final.
- B. The Board shall publicly report any action taken and the vote or abstention on that action of each member present for the action.
- C. At least a quorum of Trustees must be within the District at the time of the teleconferenced meeting (although they may teleconference from locations within the District).
- D. Agendas shall be posted at all teleconference locations, and each teleconference location shall be identified in the notice and agenda of the meeting, and shall be accessible to the public. The agenda shall provide an opportunity for members of the public to address the Board of Trustees directly at each teleconference location.

### **11.5 Closed or Executive Sessions**

The Ralph M. Brown Act allows private executive sessions, or closed sessions, for discussion of anticipated and initiated litigation, certain personnel matters and public employment, and labor and real estate negotiations. The Meyers-Milias-Brown Act also allows executive sessions for discussion of matters related to recognized employee organizations. A member of the Board of Trustees may participate in the discussion via telephone and may vote (by roll call) if needed under the provisions set forth above for teleconferencing. If he/she is within the territorial limits of the agency, that member may be counted toward the quorum, but if he/she is outside the territorial limits of the agency, that member may participate in discussion and vote (by roll call), but may not be counted as part of the quorum. These sessions require the same notice as Special Meetings.

### **11.6 Parliamentary Procedure**

*Robert's Rules of Order* (most current edition) shall govern the parliamentary procedures of the Board of Trustees, with two exceptions:

- A. A Trustee proposing a motion may speak briefly on behalf of the proposal prior to making the formal motion. However, there shall be no further debate or discussion until the motion is properly made and seconded.
- B. While the president must vacate the chair prior to making or seconding a motion (e.g. shall pass the gavel to the Secretary), in all other matters the officers shall be considered equal in privilege and responsibility to one another. They shall be encouraged to participate in debate and discussion and to vote on all matters brought before the Board.

The steps based on *Robert's* for a motion presented to the Board of Trustees are as follows:

- A member is recognized by the Chair;
- That member makes a motion;
- The motion is seconded by another member;
- The motion may be restated by the Chair at his/her discretion or at the request of any member;
- Discussion of the motion

- A vote is taken, and ayes, nays, and abstentions are recorded; and
- The Chair announces the results of the vote and what action shall be taken.

### **11.7. Quorum**

A quorum consists of three members of the Board of Trustees. An affirmative vote by a majority of the members present and voting is required to approve any action. The Chair shall, after calling the meeting to order, recognize the arrival or departure of any member of the Board of Trustees before adjournment. This information shall be included in the minutes of that meeting.

### **11.8. Voting**

All measures shall be passed by a majority of those present and voting. Voting shall be by voice and hand vote unless a member specifically requests a roll call vote, or when a roll call vote is mandated by State law.

### **11.9 Censure and Disciplinary Procedure**

Failure by any member of the Board of Trustees to abide by the requirements set forth in this Policy may result in disciplinary action, up to and including censure, removal from office (including for designated events that constitute a vacancy before expiration of term under Gov. Code §1770 - e.g., failure to perform official duties for three consecutive months) or referral for criminal prosecution.

- A. *Censure Requirements.* To censure any Board member for offending conduct that may violate this policy, any offended Board member may prepare, or may request that legal counsel prepare, a resolution to be brought back to the full Board of Trustees, to be voted upon at the next regularly scheduled Board meeting. The censure resolution shall be placed on the agenda for the next regularly scheduled Board meeting with the same notice otherwise required under the Brown Act, and the item must be considered in open session. The Board member(s) preparing or requesting censure shall include (or direct legal counsel to include) all actions allegedly taken by the offending Board member that are contrary to the legitimate interests of the District, and which were taken without authorization, approval, or ratification by the Board.
  
- B. *Notice to Board member subject.* The Board member subject of the censure resolution shall receive individualized notice of the resolution by mail in advance of the scheduled Board meeting at which the censure resolution is set to be heard. That notice is effective at the date of mailing. At the time the censure resolution is considered, the Board member proposed for censure shall be afforded an opportunity to be heard, although he or she has no right to cross-examine any other Board member. For the alleged offending Board member(s) to be censured, the resolution would need to be adopted by a majority of the Board, excluding the alleged offending Board member(s).

## **12. Presenting Matters to the Board of Trustees**

### **12.1. Agendas**

- A. Every staff member and committee member of the Altadena Library District, and every citizen, individual, corporation, committee, or civic group having reports, communications, proclamations, resolutions or any other matter of business to be presented at a regular meeting, shall notify the District Director of the fact in writing at



least 10 business days prior to the date of that meeting. The District Director and the President of the Board of Trustees shall determine which of such items are to be placed on a future agenda as matter directly related to Altadena Library District business.

- B. All items requested to be placed on an agenda by a member of the Board of Trustees shall appear on the agenda, with a brief general description of the item for inclusion in the agenda.
- C. The District Director shall work closely with the Board President to prepare the agenda. The District Director shall deliver to members of the Board a complete copy of such agenda not later than 72 hours preceding a regular meeting, and 24 hours preceding a special meeting. The agenda shall be prominently displayed at the Board of Trustees meeting, and shall be made publicly available on the District's website in compliance with the Brown Act. The agenda shall contain a brief, general description of each item of business to be transacted or discussed at the meeting. The agenda shall specify the time and location of the meeting and a copy thereof shall be posted on a business day at least 72 hours before any regular meeting in a location that is freely accessible to members of the public and designated by the Board of Trustees.
- C. Each agenda item must be marked ACTION and/or INFORMATIONAL. No matters other than those on the agenda shall be acted upon by the Board of Trustees; provided, however, that the Board of Trustees may take action on a matter not appearing on the posted agenda upon a determination by a majority vote that an emergency situation exists, as defined in Government Code §54956.5.
- D. No action will be taken on agenda items for which there are District-generated or District-provided review attachments unless the attachments have been provided to each member of the Board of Trustees at least 24 hours prior to the Board of Trustees meeting. Documents which are public records, and which are distributed during a public meeting shall be made available for public inspection at the meeting if prepared by the Altadena Library District or after the meeting if prepared by another party, in accordance with the Ralph M. Brown Act.
- E. Any Trustee may add an item at the time of the Board of Trustees meeting for inclusion on a future agenda. No action shall be taken on these future agenda items at the meeting at which they are added.

## **12.2. Order of Business**

The order of business as set forth in the agenda may be adjusted during the meeting with the approval of the Board of Trustees. As a permanent agenda item, there will be an opportunity for communication and comments from the public concerning items not on the agenda.

## **12.3. Minutes**

Minutes of Board of Trustees meetings are a matter of public record. The official written Minutes are filed in the Administrative Office at Main Library and on the Altadena Library District's website and are available for public inspection and review during normal business hours.

## **12.4. Adequate Information to Precede Action**

Except in emergencies, the Board of Trustees shall not attempt to decide upon any question before examining and evaluating information any person requests the Board of Trustees to consider. The District

Director shall be given an opportunity to examine and evaluate all such information and to recommend action before the Board of Trustees attempts to make a decision. All budget considerations shall be presented with adequate financial context from the budget, so the Board of Trustees can give each item adequate consideration.

### **12.5. Trustee Suggestions**

Trustees may individually make suggestions for library services and operations to the District Director for evaluation.

### **12.6. Official Reports**

Whenever a member of the Board of Trustees attends a meeting as an official representative of the Board or of the Altadena Library District, a written or oral report should be made available to the other members of the Board of Trustees. A written report is recommended.

### **12.7. Guidelines for Addressing the Board of Trustees by Members of the Public**

At each regular meeting, time is set aside for oral communications from the public. Members of the audience may speak on any District-related subject which is not included on the agenda under the agenda item "Communication and Comments from the Public Concerning Items Not on the Agenda."

Later, when each agenda item comes before the Board of Trustees, the President (or Chair) will invite those who have filled out request cards to speak on that item before comments from staff and the Board of Trustees.

The Board of Trustees recognizes its responsibility to openness in governing and the importance of public input. However, in order to conduct its business in an orderly and efficient manner, the Board of Trustees will require reasonable policies regarding public presentations to the Board of Trustees.

- A. Those wishing to address the Board of Trustees are requested to fill out a request card for each agenda item or topic they wish to speak on and hand it to an appropriate staff member.
- B. When called to speak, speakers should go to the microphone and are requested to identify themselves by name.
- C. Remarks shall be limited to three minutes per person. This applies to both non-agenda and agenda items.
- D. All remarks are to be directed to the Chair. Dialogue between members of the public and between the public and Trustees is not permitted in a manner that would violate Brown Act principles. Trustees may briefly respond to comments or questions from the public at their discretion. It shall be within the Chair's discretion to ensure that Board members do not engage in dialogue that would impede the orderly conduct of agendizedbusiness.
- E. Remarks by any person addressing the Chair which reflect adversely upon the political or religious views, or character of any person, are not permitted. Derogatory, insulting or abusive remarks directed toward any employee of the Altadena Library District shall not be permitted. The Board of Trustees cannot prohibit public criticism of policies, procedures, programs or services of Altadena Library District or the acts or omissions of the Board of Trustees itself. (Gov. Code §54954.3(c)). (The law provides no immunity for defamatory statements.)

- F. The Chair shall rule on the appropriateness of the subject being presented and whether presentation is within the time limits specified.
- G. Violations of these rules that severely disrupt the meeting may lead to removal of the individual from the meeting. Severe disruption will be categorized as action that renders the meeting proceedings unfeasible, in the Chair's discretion. When an individual or group of persons render the orderly conduct of the meeting unfeasible and order cannot be restored by removal of those individuals willfully interrupting the meeting, the Board may order the meeting room cleared and continue in session in line with the Brown Act procedure laid out in Gov. Code §54957.9.

## **12.8. Agenda Attachments**

All items indicated as attachments to the agenda for any items to be considered by the Board of Trustees will be available via the Altadena Library District's website and in print at least 72 hours prior to the commencement of the meeting at which Board of Trustees deliberation is required, and when possible, at the time of agenda distribution. Documents which are public records, and which are distributed during a public meeting shall be made available for public inspection at the meeting if prepared by the District or after the meeting if prepared by another party, in accordance with the Ralph M. Brown Act.

## **12.9. Support Request**

- There may arise an occasion when an Altadena resident, special interest group, non-government organization, government organization, or other entity will ask the Altadena Library District (ALD) Board of Trustees to support an idea, cause, grant application or other project. Each request will be unique, not only regarding the purpose but implications, and will be treated separately using the following guidelines.
- The initiating person or entity will provide a written request by mail, email, or fax, to the ALD Board of Trustees that includes the specific history or details of the circumstance, incident or cause, or provide details of the grantors other projects and the reason the ALD should consider supporting the request.
- This request will be forwarded to the ALD Director, who will solicit and encourage any additional comments or supporting information to be submitted with the request to the ALD Board of Trustees.
- The request will be presented to the ALD Board of Trustees as "correspondence" on the subsequent monthly meeting agenda. The ALD Board of Trustees will review the request, consider potential implications, and may request additional information to aid deliberations and discussions. The initiating person, representative or entity may be invited to participate in the meeting.
- The ALD Board of Trustees Chair will have the discretion to delegate the decision of support to the ALD Director or set the request as "New Business" at a subsequent monthly meeting for a formal vote.
- If the ALD Board of Trustees agrees to support the request, the ALD Director will communicate this request response and any additional request of the ALD Board of Trustees to the submitting person or entity for their understanding of the ALD position.

## **13. Correspondence**

Members of the Board of Trustees acting in their capacity as an officer, committee chair, or liaison, may issue correspondence on Altadena Library District letterhead stationery as it relates to the office, committee, or liaison function. Members of the Board of Trustees shall provide a copy to the District

Director for file and distribution to the Board of Trustees as required. Correspondence representing or advocating an Altadena Library District position on an issue (e.g., a ballot measure) require prior Board of Trustees approval.

**14. Awards and Honors**

The Board of Trustees may honor and recognize the service of the staff. Recognition of staff five-year milestones (beginning at five years, and every five years thereafter) should be organized in close concert with the District Director.

The Board of Trustees may from time to time of its own accord honor and recognize individuals from the community who have distinguished themselves by service to the Altadena Library District. Such recognition may be in the form of a Certificate of Recognition to be presented, if possible, at a Board of Trustees meeting.

The Board of Trustees may also, from time to time of its own accord, honor and recognize individuals from the community who have distinguished themselves. Such recognition may be in the form of a Certificate of Recognition to be presented, if possible, at a Board of Trustees meeting.

Acting upon recommendations submitted by the District Director, the Board of Trustees will recognize volunteers who have contributed significant hours of service or value to Altadena Library District. Such recognition may be in the form of a Certificate of Recognition to be presented, if possible, at a Board of Trustees meeting.

**15. Communications**

**15.1. Media**

**A. Responsibility**

1. The District Director shall coordinate the release of information concerning Altadena Library District and the actions of the Board of Trustees.
2. The President of the Board of Trustees or his/her designee shall be the official spokesperson for Board of Trustees actions. Individual Board members who speak to media representatives should clarify to media representatives that any comments they choose to make are their own personal viewpoints and do not represent a consensus of or position taken by the Board of Trustees unless such position was passed by a motion of the Board of Trustees. In such a case, the motion should be quoted exactly.
3. Individual Board members should report all relevant media contacts to the District Director, and, in turn, the District Director will keep the Board informed of media activity in the District.
4. Altadena Library District employees and/or volunteers shall refer media inquiries to the District Director. Altadena Library District employees and/or volunteers shall clarify to media representatives that any comments they choose to make are their own personal viewpoints and do not represent the official position of the Altadena Library District. Employees and/or volunteers should report all media contact to the District Director.

**B. Cooperation with Media**

1. The Altadena Library District shall cooperate with media representatives in an

effort to provide accurate information in response to media interests and for dissemination to the public through the media.

2. Media representatives are encouraged to attend meetings of the Board of Trustees and its standing committees and will receive meeting announcements, agendas, and agenda packets upon request.

C. Visits to Altadena Library District Facilities

1. When visiting Altadena Library District facilities in an official capacity, media representatives are requested to notify staff of their presence and activity. Staff so noticed shall inform the District Director of the presence of media representatives at an Altadena Library District facility.
2. Media wishing to photograph Altadena Library District facilities shall adhere to any applicable guidelines and policy regarding video, media, or still photography on District property that is compliant with State or Federal law.

D. Crisis Communications

During crisis situations, all media inquiries shall be routed to the office of the District Director or his/her designee, who shall prepare and update an official statement responding to the situation as events unfold. The Director will keep the Board of Trustees informed.

E. Confidentiality

The Altadena Library District shall not release information which is private or confidential as identified by law.

## 15.2. Email and Personal Devices

### 15.2.1 Purposes

The purpose of this Email and Personal Devices Policy (“Policy”) is to provide clear and concise direction regarding the business of the Altadena Library District (“District”) via electronic communications by the Board of Trustees and any District official, as defined below, and is enacted with reference to broader District operational guidelines for all District employees. Specifically, this Policy is adopted in light of the *City of San Jose v. Superior Court* (2017) 2 Cal.5th 608 case, which held that local agency employees’ communications related to the conduct of public business do not cease to be public records under the California Public Records Act (“PRA”) simply because they were sent or received using a personal email account or personal electronic device.

Existing and emerging electronic communications technologies have become an integral part of the ability of District officials to efficiently and effectively conduct District business. However, with such technology in the work environment, the District must ensure it continues to meet its legal obligations with respect to transparency in the conduct of the people’s business, including in the area of public records disclosure and retention requirements. To that end, the following policies and protocols will be followed.

### 15.2.2. Definitions and Scope

For purposes of this policy, the following definitions shall apply:

- A. “District business” shall be construed broadly to mean topics within the subject matter of

the District’s jurisdiction, including, but not limited to, pending or potential Altadena Library District projects and all past or prospective District agenda items.

- B. “District network” shall mean any Internet access, computer server, computer network, intranet, local area network, wireless network, e-mail system, cloud storage system, or file-sharing system owned or made available by the District.
- C. “District official” shall mean any person elected or appointed to a legislative body, commission, or committee of the Altadena Library District.
- D. “District personnel” shall collectively refer to all District employees, elected officials, appointed officials, and consultants who create, transmit, or retain electronic communications related to Altadena Library District business.
- E. “Electronic communications” includes any and all electronic transmission, and every other means of recording upon any tangible thing in any form of communication or representation, regardless of the manner in which the record has been stored. Without limiting the nature of the foregoing, “electronic communications” include e-mails, texts, voicemails, and also include communications on or within commercial applications (apps) such as Facebook Messenger, Twitter, WhatsApp, etc.
- F. “Electronic device” shall refer to a device depending on the principles of electronics for its operation, including but not limited to cellular telephones, laptops and desktop computers, tablets, pagers, cameras, televisions, and DVD/CD players.
- G. “Electronic messaging account” means any account that creates, sends, receives or stores electronic communications.
- H. “Public record” shall mean any writing, as defined in Government Code §6252(f), that is prepared, owned, used, or retained by the District and that substantively relates to District business.

### **15.2.3 Policy and Procedures: Personal Devices**

- A. All District officials shall be assigned a District electronic messaging account. All electronic communications created, sent, received, deleted, or stored using the District’s network or a District-owned device are the property of the District.
- B. Only District-issued electronic messaging accounts and, if applicable, District-issued electronic devices shall be used to conduct District business. To the greatest extent possible, District officials shall not use personal electronic messaging accounts for the creation, transmission or storage of electronic communications regarding District business.
- C. District electronic messaging accounts and access to the District’s electronic messaging server are solely for the purpose of conducting District business and shall not be used for personal business or political activities. Incidental use of District-issued electronic messaging accounts for personal use by District officials is permissible under state law, though discouraged.
- D. District-provided ethics training, pursuant to AB 1234, should include a discussion of the impacts of the *San Jose* case and this policy. Such training should include information on how to distinguish between public records and personal records.

- E. To avoid greater intrusion into District officials' personal electronic devices and electronic communications than is necessary in response to a Public Records Act request, all District officials should, within 30 days following the adoption of this Policy, search all private, non-governmental electronic messaging accounts and electronic devices to locate any electronic communications that might constitute a public record regarding District business. All such public records should be forwarded to the District-issued electronic messaging account assigned to that District official or to a District-controlled storage system. To the extent the District official believes that any part of such records contains personal matter not related to the District's business, the District official shall consult with District counsel. Newly elected or appointed members of the Board of Trustees shall be required to sign acknowledgement of this Policy within 30 days following their first Board meeting to ensure communications that may be subject to disclosure under the Public Records Act are retained exclusively on a District-issued electronic messaging account to the greatest extent possible.
- F. If a District official receives an electronic message regarding District business on his/her non-governmental electronic messaging account, the District official shall either: (a) copy ("cc") any communication from the District official's personal electronic messaging account to his/her District electronic messaging account; or (b) forward the associated electronic communication to his/her District account as soon as possible. District officials should request persons sending electronic communications regarding District business to utilize that District official's electronic messaging account.
- G. District officials understand they have no expectation of privacy in the content of any electronic communication sent or received on a District electronic messaging account, on communication utilizing District servers, or any District-issued electronic device. District officials understand that electronic communications regarding District business that are created, sent, received or stored on an electronic messaging account, may be subject to the Public Records Act, even if created, sent, received, or stored on a personal electronic messaging account or personal electronic device.

### **Public Records Requests**

- H. In the event that the District receives a Public Records Act request that is specifically seeking public records prepared, owned, used, or retained by District personnel, the request shall promptly be transmitted to the relevant District personnel who may reasonably be in possession of records responsive to the request, along with the date by which any potentially responsive electronic communications need to be transmitted back to the District for review and subsequent transmit to the requesting party.
- I. It shall be the duty of all District officials receiving such a request to promptly conduct a good faith and diligent search of his/her personal electronic messaging accounts and devices for responsive electronic communications, and/or be able and willing to declare that such records being sought are not stored or retained on his/her personal electronic messaging accounts and devices, signed under penalty of perjury, included as Attachment A to this Policy. If any responsive records are located, District officials shall promptly transmit those records to the appropriately designated member of District personnel.
- J. District officials who makes a decision to withhold or redact any electronic communication identified as potentially responsive must submit a declaration, included as Attachment A to this Policy, under penalty of perjury with facts sufficient to show the record is not related to District business. In the event a question arises as to whether or

not a particular communication, or any portion of it, is a public record or purely a personal communication, the District official should consult with District counsel.

- K. This policy does not waive any exemption to disclosure that may apply under the California Public Records Act.
- L. District officials understand that all electronic communications regarding District business are subject to the District's Records Retention policy, regardless of how the communications was transmitted or stored. Since it is unlawful to destroy, alter or falsify a public record, District officials must retain all electronic communications regarding District business in accordance with the District's adopted records retention policy.

#### **15.2.4. Policy and Procedures: Email Usage**

- A. Communication on the District's network should be focused on District business. District officials are not to use email for non-governmental business, including, but not limited to commercial ventures or religious or political causes. The District's network shall not be used for any activity that is a violation of local, state, or federal law.
- B. District officials are prohibited from using the District's network to transmit any electronic communication containing or expressing:
  - 1. Messages of a religious nature or promoting or opposing religious beliefs.
  - 2. Messages containing language that is insulting, offensive, disrespectful, demeaning, or sexually suggestive.
  - 3. Messages containing harassment of any form, sexual or ethnic slurs, obscenities, or any representation of obscenities.
  - 4. Messages that promote, foster, or perpetuate discrimination on the basis of race, creed, color, age, religion, gender, marital status, or status with regard to public assistance, national origin, physical or mental disability or sexual orientation, as well as any other category protected by federal, state, or local laws.
  - 5. Messages used to send or receive copyrighted material, proprietary financial information or similar materials, unless the transmission of such material is directly related to District business.
  - 6. Messages used for gambling or any activity that is a violation of local, state, or federal law.
  - 7. Threats of violence or injury to any person, property, or organization.
  - 8. Messages that conduct or encourage illegal activity.
  - 9. Non-work-related newsletters or other mailers, which may be susceptible to spam or a malicious attack.
- C. District officials are strongly discouraged from using any program, application, or platform to discuss or conduct District business or to exchange electronic communications related to District business other than their District-issued email account, as these communications constitute public records under the Public Records Act.
- D. District officials are responsible for managing their mailboxes, including organizing and deleting any non-District related messages.
- E. District officials are expected to remember that email sent from District email accounts or on behalf of the District is a representation of the District. All District personnel must use normal standards of professional and personal courtesy and conduct when drafting email messages.



- F District officials should avoid “broadcasting” messages and documents unless the message is of interest to all District personnel.
- G. The District reserves the right to retrieve any and all electronic communications transmitted through the District network or on District-owned technology. As a routine matter, the District does not read or monitor the content of electronic communications created, sent, received, deleted, or stored through the District network or on District-owned technology, but may monitor or access such electronic communications as permitted by Federal or State law.
- H. Most communications among District personnel are not confidential communications. However, certain communications such as police investigations, personnel records, or attorney-client communications may contain confidential information under the Public Records Act. Questions about whether communications are confidential, and how they are to be preserved, should be discussed with District counsel. The use of passwords to protect documents does not guarantee confidentiality or security.
- I. District officials shall not forward messages from his/her District-issued electronic messaging account to any non-governmental account(s) for the purpose of creating a personal email archive of any record related to District business.
- J. District officials are responsible for respecting and maintaining the security of District electronic resources and networks, and shall not attempt to access information protected by privacy laws, impersonate other network users or install or use illegal software or files, including unauthorized apps, on any Department-issued electronic devices.
- K. District officials who are leaving the office have no rights to the contents to any electronic communications stored on the District’s network or on a District-owned device.

### **15.2.5 Violations**

- A. Failure of District officials to abide by this Policy, following its adoption, may result in disciplinary action, up to and include censure, removal from official or referral for criminal prosecution.
- B. If a District official uses his or her personal electronic device to send text messages or instant messages to conduct District business he/she must retain the message(s) in accordance with the District’s Records Retention policy, and/or ensure that a copy is forwarded to a District electronic messaging account. The same is true for conducting District business via social media, in line with the District’s Social Media and Online Activity Policy.

### **ATTACHMENT A: DECLARATION**

### **ATTACHMENT B: POLICY ACKNOWLEDGEMENT**

*[attached on following pages]*

In the matter of:

California Public Records Act Request  
Pursuant to Gov. Code §6250 *et seq.*

Re: \_\_\_\_\_

Insert shorthand name of record request, including request number, if applicable

Requester: \_\_\_\_\_  
Print or type name of requester

Declaration of:

\_\_\_\_\_  
Print or type name of official

**Regarding Search of Personal Electronic  
Messaging Account**

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
ALTADENA LIBRARY DISTRICT

I, declare: Print name

1. I received notice of a California Public Records Act (“CPRA”) request regarding a search of my personal electronic messaging account(s).

2. I understand that the CPRA request seeks:

\_\_\_\_\_ Insert  
text of CPRA request.

3. I am the owner or authorized user of the following personal electronic messaging account and have the authority to certify the records:

\_\_\_\_\_ Insert  
description of personal electronic messaging account(s).

4. I have made a good faith, diligent, thorough, and complete search of the above mentioned personal electronic messaging account(s) for all electronic communications potentially responsive to the above mentioned CPRA request.

5. Any responsive electronic communications discovered, and referenced below, were prepared or used by me in the ordinary course of business at or near the time of the act, condition or event.

6. Any responsive electronic communications discovered, and referenced below, are true copies of all records described in the above mentioned CPRA request.

Check the applicable box:

- I certify that I do not possess responsive electronic communications.
- I certify that I cannot reasonably recover responsive electronic communications.

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\_\_\_\_\_ Explain efforts to retrieve responsive electronic communications and why you were unable to recover responsive electronic communications.

- I certify that I discovered potentially responsive electronic communications from my personal electronic messaging account, but I am withholding that information because the information is “personal” business. This is for the following reasons:

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\_\_\_\_\_ Describe with sufficient facts why the contested information is personal business and not subject to the CPRA. Attach additional pages, if necessary.

- I certify that I discovered potentially responsive electronic communications from my personal electronic messaging account. I am providing all responsive information. However, some information is nonresponsive, and I am withholding that information, because the information is personal business. This is for the following reasons:

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\_\_\_\_\_ Describe with sufficient facts why the contested information is personal business and not subject to the CPRA. Attach additional pages, if necessary.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I have personal knowledge of the facts set forth above.

Executed this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, in \_\_\_\_\_, California.

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

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

**POLICY ACKNOWLEDGEMENT**

**District employees who have access to desktop computers, local area networks and the Internet, printers, fax machines, modems, application software, data files, voice mail, electronic mail (e-mail), and data imaging must indicate their acceptance and agreement to comply with this policy in writing. Failure to do so will result in termination of access to the computer resources specified above. Employees wishing to have access are required to indicate their written agreement prior to being given access. Please return this form to your supervisor or administrator to be kept on file.**

**ACKNOWLEDGEMENT OF RECEIPT**

This is to acknowledge that I, \_\_\_\_\_, have received a copy of the District’s Email and Personal Devices Policy. I understand that it contains important information on the District’s policies with regard to the use of the District’s network and District-owned technology, as well as my obligations and responsibilities.

I acknowledge that I have read, understand, and promise to adhere to the District’s Email and Personal Devices Policy. I understand that the provisions in the Policy govern my use of the District’s network and District-owned technology and that the District, in its sole and absolute discretion, may change, rescind, or add to this Policy from time to time, with or without prior notice to me. I further understand that it is my responsibility to regularly review and comply with any changes to the Policy.

Furthermore, I understand that any unlawful use of District’s network and District-owned technology or any violation of this policy may result in discipline up to and including termination, as well as referral for criminal prosecution.

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

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

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

### **15.3. Social Media and Online Activity**

#### **15.3.1. General Purpose**

The purpose of this Social Media Policy ("Policy") is to establish guidelines for the establishment and use by District officials of social media sites as a means of conveying information to members of the public. The District has an overriding interest and expectation in protecting the integrity of the information posted on its social media sites, the content that is attributed to the District and its officials, and compliance with federal and state law.

#### **15.3.2 Definitions**

The following words and phrases whenever used in this Policy shall have the meaning defined in this section:

- A. "District business" shall be construed broadly to mean topics within the subject matter of the District's jurisdiction, including, but not limited to, pending or potential Altadena Library District projects and all past or prospective District agenda items.
- B. "District official" shall mean any person elected or appointed to a legislative body, commission, or committee of the Altadena Library District.
- C. "Posts" or "postings" means information, articles, pictures, videos or any other form of communication posted on a District social media site or social media site maintained by a District official.
- D. "Social media sites" means content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the internet. Examples of social media include, but are not limited to, Facebook, Twitter, Instagram, NextDoor, Blogs, RSS, YouTube, and LinkedIn.

#### **15.3.3 District Officials' Use of Social Media**

- A. While District officials are encouraged to maintain social media accounts in their capacity as elected or appointed officials ("official sites"), which can be used to encourage public participation, disseminate information, and expand transparency, District officials should be aware that a personal social media site that is used for District business can result in that social media site being made public to all, and its postings subject to public records and record retention laws. District officials should keep their personal social media presence ("personal sites") separate from that of the District and should, to the greatest extent feasible, refrain from using personal social media sites to discuss District business.
- B. The District is not responsible for the contents or accuracy of material posted on District

officials' personal or official social media sites, or for any comments made on District's social media pages posted independently and without the District's consent or approval. Publication of such content does not constitute an endorsement by the District.

C. District officials cannot use electronic communications to respond to or deliberate with other District officials serving on the same District legislative body, as doing so with a majority of members would constitute an unlawful serial meeting under the Brown Act. However, District officials are permitted to conduct separate conversations or communications on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body provided that a majority of the members of the legislative body do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body.

1. A member of the legislative body shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.

2. "Discuss among themselves" means communications made, posted, or shared on an internet-based social media platform between members of a legislative body, including comments or use of digital icons that express reactions to communications made by other members of the legislative body.

3. "Internet-based social media platform" means an online service that is open and accessible to the public.

C.4. "Open and accessible to the public" means that members of the general public have the ability to access and participate, free of charge, in the social media platform without the approval by the social media platform or a person or entity other than the social media platform, including any forum and chatroom, and cannot be blocked from doing so, except when the internet-based social media platform determines that an individual violated its protocols or rules.

D. District officials cannot discuss, deliberate or express opinions on current or future items that are set to or might reasonably be expected to come before the legislative body, as doing so could prejudice the public's ability to participate in District business or otherwise lead to the perception that the District does not value public input. District officials may, at their discretion and operating from their official accounts, provide information to the public that is already part of the public record or publicly available from the District or other public sources.

E. During an emergency, District officials should share only confirmed information on personal or official social media sites to avoid confusion, and should refer constituents to the official Altadena Library District website or District social media sites for up-to-date information.

F. A district official will include the following language on their personal and/or official social media sites to prevent confusion and public expectations: "This page is not

operated by the Altadena Library District and is not a reflection of the District's official policies or opinions.”

- G. To the extent that District officials cannot avoid interacting on personal social media sites with constituents on District business, District officials should take a screenshot of that social media correspondence, and forward it to their District electronic messaging account for preservation under the Public Records Act and in line with the District's record retention guidelines as soon as possible.
- H. Any social media posting made by District officials regarding District business shall not contain any of the following:
  - 1. Profane or obscene language or content;
  - 2. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, or status with regard to public assistance, national origin, physical or mental disability or sexual orientation, as well as any other category protected by federal, state, or local laws;
  - 3. Sexual content or links to sexual content;
  - 4. Solicitations of commerce;
  - 5. Conduct or encouragement of illegal activity;
  - 6. Information that may tend to compromise the safety or security of the public or public systems;
  - 7. Content that violates a legal ownership interest of any other party; or
  - 8. Threats of violence or injury to any person, property, or organization.

Failure of District officials to abide by this Policy following its adoption may result in disciplinary action, up to and include censure, removal from official or referral for criminal prosecution.

## **16. Regular Policy Reviews**

The Board of Trustees shall review all District policies, including Board policies herein, on a regular basis, no later than three years after the policy was last approved.

Amendments to these policies may be made at any time. A Trustee shall introduce a suggested amendment at a regular Board meeting by written resolution, and such an amendment shall require a majority vote of the Board, at either a regular or a special meeting to pass.



**BOARD OF LIBRARY TRUSTEES  
AGENDA ITEM VIII.E. REPORT – MAY 2021**

**REPORT:** Agenda Item VIII.e.

**MEETING DATE:** May 24, 2021

**PREPARED BY:** Nikki Winslow

**LOCATION:** Virtual Meeting

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**TITLE: Proposal for HR Solutions Services through Paychex**

**BACKGROUND**

Effective July 1, 2019, Interim District Director Cindy Cleary made the decision to terminate our service agreement with human resources consulting firm HR Network after years of unsatisfactory performance. HR Network did not understand the specific needs of a public agency and their advice often had to be checked by our legal team for accuracy. At that time, almost all administrative Human Resources functions were being managed by the Staff Accountant, Nicole Fabry, in an effort to minimize mistakes and costs associated with legal fees. Cindy Cleary thus expanded the position of Staff Accountant to include these job duties, and as a result of the classification and compensation study performed by Koff & Associates, the title was changed to Administrative Services Manager.

Over the past eighteen months I have worked closely with Nicole on managing our human resources functions in-house, and identifying the most time and cost effective ways of addressing these human resources related tasks and issues. This work was dramatically increased with the global pandemic and ensuring we were adhering to all guidelines and protocols from the county, state and CDC to keep our staff and community safe. We also identified many policies needing updating, or be completely rewritten, as well as other processes or procedures developed to support these policy changes.

In this report I would like to address the needs Nicole and I have identified after a year and a half of in-house HR administration. The District's HR functions and processes have improved dramatically; for example, we now have standardized evaluations that are given on time, an anonymous employee reporting system for workplace concerns, consistently scheduled and administered mandatory staff trainings, and updated and accurate Personnel Policies specific to the District.

However, in that same time frame, Nicole and I have also had to take on a great deal of additional work related to the pandemic and all requirements related to maintaining a safe and healthy workplace, formation and implementation of a Community Facilities District, including the hiring of several consultants to assist with this work, and recruitment of eight positions in the past year due to staff retirements, vacancies and creation of new positions. This has required us to often work extra hours drafting standardized HR forms, advertising and recruiting for these



new and open positions, sourcing staff trainings, and researching, drafting and implementing District policies. Staying current on Covid-19 protocols and procedures alone has taken a tremendous amount of Nicole's time.

While we do have legal counsel to help with some of these areas, the response is never immediate and the cost is considerable. I feel that some outside human resources consultation would be of great benefit to our District and staff, both in terms of meeting staff capacity and lowering our costs and liability. Paychex, whom we have recently hired to perform our payroll and timekeeping, also offers human resources solutions. We became aware of these additional services during our onboarding process with Paychex, and have been highly satisfied not only with the platform but with their timely and knowledgeable support. The additional human resources services include recruiting and onboarding, customized learning and performance management for staff that includes a library of standard trainings, as well as standardized forms that can be easily adapted for District use.

We would also have access to a dedicated, Society for Human Resources (SHRM) certified professional to assist us with any immediate human resources-related needs at a fraction of our attorney's fees. This professional would ensure that we are compliant with all federal and state regulations (including those related to Covid-19), and keep us informed of any updates. Having this dedicated professional would also allow us to respond to any urgent needs in a more timely and cost-effective fashion, both lowering our liability and providing better service to District staff.

Paychex Human Resources Solutions also offers benefits administration with the option of a Health Spending Account (HSA), something we would like to implement next calendar year for all active employees eligible for health benefits. Paychex will also administer all benefits, an option currently not available to us under our current contract with CalPERS, but something we would like to explore in the coming years.

Overall I believe that Paychex Human Resources Solutions would be of great benefit to the District and would streamline even more of our processes related to evaluating staff, scheduling and ensuring we are compliant with the most up-to-date information. It would also lower our potential liability and costs spent with our attorneys on these legal questions.

### **FISCAL IMPACT**

The District currently uses Paychex for Payroll and Timekeeping services. Adding the HR Solutions component would add an additional per pay period cost of \$422.75, or \$10,991.50 annually. Based on research and interviews completed by Nicole Fabry and myself we believe that Paychex is considered a sole source for the comprehensive and all-inclusive payroll, timekeeping and human resources services the District requires.

### **RECOMMENDATION**

Staff recommends that the Board authorize the District to contract with Paychex for Human Resources Solutions.

# Proposal for Services

## HR Solutions



**Prepared for:**  
ALTADENA LIBRARY  
Nicole Fabry  
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ALTADENA, CA 91001  
nfabry@altadenalibrary.org

**Prepared by:**  
Christina Marron  
Sales Representative - HR Services  
cmarron@paychex.com  
+1 3238217881

# Proposal Overview

On behalf of Paychex, I'd like to thank you for the opportunity to discuss your organizational needs and review how we may assist in helping you reach your business goals.

The following proposal addresses your organization's top business initiatives.

## Your Business Initiatives

- Improve business outcomes with personalized HR support and effective recommendations.
- Stay on top of changing Federal & State regulations.



### Your proposal document is organized as follows:

- Custom Solution Overview
- Service & Support
- Investment Summary
- Custom Solution Details
- Additional information

I'm confident Paychex can help drive meaningful results for your organization given our 45+ year history of helping customers like you. Please review the following information and feel free to contact me with any questions or feedback you may have.

I appreciate your consideration and I look forward to discussing next steps.

***Christina Marron***

# Your Custom Paychex Solution

## Business is better with your dedicated HR Professional

Paychex recommends the Total HR Solution. At the core, is an experienced HR professional dedicated to your business. Their goal? Help simplify and streamline the complexities of running your business to improve productivity, reduce risk and reinforce company culture. Count on your HR Professional to use their experience and key insights gained from Paychex Flex® integrated platform to develop a tailored HR action plan and provide ongoing support for your business.

### Hire and Retain Talent

- Implement a strategic hiring and onboarding process specific to your company's goals
- Go paperless and streamline the onboarding experience by using industry-leading technology
- Indeed.com credit to expand recruiting efforts

### Engage and Motivate Your Workforce

- Provide employee development and leadership training with a customized program delivered on-site or online through a Learning Management System
- Implement a Performance Management system that aligns with your company goals and schedule
- Promote a culture of growth with a career path program

### Provide Top-Tier Benefits

- Medical Insurance
- Voluntary benefits; Dental, Vision, Life\*
- 401K Recordkeeping and Administration
- FSA and HSA accounts
- Employee Assistance Program
- Employee Discount Program
- Financial Wellness Program



### Efficiently Manage Critical Processes

- Run Payroll on your schedule
- Tax Processing in compliance with latest regulations
- Time Off Accrual service
- Choice in employee pay options
- Unemployment claim support
- Worker's Compensation service\*\*

### Increase Employee Productivity

- Streamlined user experience with our integrated platform:
  - Single sign-on platform that's mobile-friendly
  - Employee self-service for quick access to information
  - Real-time Analytics and HR Dashboards
- Workflow and Approvals
- Benefits Administration

### Reduce Business Risk

- Help your company stay compliant with federal and state regulations
- Develop company policies and clarify your culture with an Employee Handbook
- Manage safety compliance with OSHA Safety assessment, programs, and training
- Business continuity and data security support

\*Insurance sold and serviced by Paychex Insurance Agency, Inc., 150 Sawgrass Drive, Rochester, NY 14620. CA License #0C28207.

\*\*The Paychex Insurance Agency Workers' Compensation Payment Service is available in all states except Alaska, Hawaii, North Dakota, Ohio, Washington, and Wyoming.

# Next Level HR: Proactive | Qualified | Trusted

## Your Dedicated HR Professional

Count on your dedicated HR professional to support you with effective recommendations based on their experience, knowledge of new and changing regulations, and data insights gained from the Paychex Flex® platform.



### Trusted Process:

1. Help identify opportunities based on an in-depth **HR Assessment** and a clear understanding of your business
2. Develop and assist you in executing an **HR Action Plan** tailored to your company's objectives and needs
3. Provide ongoing **proactive support and effective recommendations** as your business needs evolve

Average  
**7+ Years**  
Tenure\*

**Certified**  
HR Professionals\*

**+600**  
Nationwide

## Unsurpassed Network of Knowledge within Paychex to Support You

### Compliance

Paychex compliance professionals monitoring regulatory changes at the local, state, and federal levels

### Safety

A dedicated safety professional for you to help build an OSHA-compliant program

### Payroll Specialist

A payroll specialist providing flexible, dedicated, U.S.-based support, plus 24/7/365 self-service options including enterprise mobile technology

\* Your HR professional may have different credentials. Please consult with your Paychex Sales Representative for additional information.

# Investment Summary

ALTADENA LIBRARY

Federal ID: 95-6005335

Client ID: 480-5653

Created Date: 05-11-2021

Quote Number: Q-104763

## Per Pay Period - Bi-Weekly

Per Pay Period Fees	Units	Rate / Unit	Total	Discount	Rate / Unit after Discount	Net Total
HR Solutions						
HR Solutions - Per Employee	34	\$19.60	\$666.40	41.0%	\$11.56	\$393.04
Flex Onboarding	34	\$0.75	\$25.50	41.0%	\$0.44	\$14.96
Flex Onboarding Base Fee	1	\$25.00	\$25.00	41.0%	\$14.75	\$14.75
<b>Total</b>						<b>\$422.75</b>

## Annual Fees

Annual Fees	Units	Rate / Unit	Total	Discount	Rate / Unit after Discount	Net Total
W2 Delivery (included with payroll)	1	\$22.50	\$22.50	0.0%	\$22.50	\$22.50
<b>Total</b>						<b>\$22.50</b>

## One-Time Fees

One-Time Fees	Units	Rate / Unit	Total	Discount	Rate / Unit after Discount	Net Total
Implementation Fee	1	\$3,100.00	\$3,100.00	100.0%	\$0.00	\$0.00
Flex Onboarding Implementation	1	\$500.00	\$500.00	100.0%	\$0.00	\$0.00
<b>Total</b>						<b>\$0.00</b>

Please initial to indicate your understanding and agreement with this proposal: \_\_\_\_\_

# Notations

## **Product / Billing**

Totals displayed do not include sales tax where applicable.

Prices are subject to change with advance notice; promotions are excluded from change.

A \$65 fee will be applied to your invoice per each Remote I9 request.

A \$5 fee will be applied to your invoice per each E-Verify request.

Payroll Delivery: Delivery fees charged only if incurred. Delivery fees will apply.

Quarter/Year End Report Delivery: Quarter/YE Report Delivery fees are not included and will be charged if a package is delivered. Additional fees will apply.

## **Promotions**

ASO 2 Months Free: ASO bundle fees will be waived for months 1 & 5. Promotion valid through: 05-27-2021



# Your Custom Paychex Solution - Details

Based on a review of your organization's initiatives and requirements, we recommend PaychexOne HR Solutions. Below is an overview of the services included in this package and any additional solutions we recommend to help you simplify complexities and realize better business outcomes.

## People

Shape a workforce that's engaged, driven, and contributing toward organizational success.

### HR Administration

Reduce turnover and develop your top performers by creating a culture of continuous feedback that empowers professional growth. Provide them with the feedback they need to excel at your organization. Capture, store, and access employee documentation and personnel records in the cloud with unlimited storage and accessible 24/7.

### Employee Handbooks

Build a robust, online employee handbook that meets your company's needs now and in the future. The handbook builder includes hundreds of policies to help keep you compliant with state and federal regulations. Your Paychex HR Professional can help you build a handbook to your specifications.

### Salary Benchmarking

Salary benchmarking reports provide data about various jobs based on position title, company size, geographical location, and industry. This information may help you help establish wage levels and measure pay practices against those of other companies in similar industries.

### Customized Job Descriptions

Tailored descriptions of job requirements can give candidates a clear understanding of job expectations and duties, provide the information needed to help determine exempt or non-exempt job classification, identify any physical requirements of the job, and be used as a tool for conducting performance conversations.

### Employee Onboarding

Enable employees to complete their new-hire documentation, including direct deposit and tax forms, via a paperless and mobile-friendly experience.

### Health Insurance and Administration

Provide access to comprehensive health insurance for your employees, design plans to help suit your organization while helping you to attract and retain talent.

### Voluntary Benefits

Offer your employees robust optional benefits that help them when they need it. Flexible coverage options available whether your business is starting, or if you already have a benefit package. Employee-paid benefits help attract and retain valued employees.

### Retirement Services

Our integrated processes and flexible plan design options can minimize your administrative burden. Services include payroll deductions and the deposit of contributions into participant accounts. We offer Pooled Employer Plans (PEP), traditional 401(k) and safe harbor plans, Roth contributions, and profit-sharing options.

### Paychex Benefit Accounts

Flexible Spending Account (FSA), Health Savings Account (HSA), and Health Reimbursement Arrangement (HRA) – are tax-advantaged financial accounts into which the employer, the employee, or both can contribute pre-tax funds into an account that helps the employee pay for qualified health expenses, such as deductibles and copays, prescriptions, vision and dental care, and many others.



**NexGen EAP:  
Employee Assistance  
Program and Work/Life  
Balance**

NexGen is the enhanced work and family life benefit Paychex contracts through Employee Network, Inc. (eni). Programs include:

- NexGen EAP mobile app
- Wellness Program
- Legal Referral
- Critical Incident Stress Debriefing (CISD)
- Counseling Referrals
- Virtual Concierge
- Prescription Drug Card
- Supervisory Support System

**Employee Discount  
Program**

Paychex has partnered with Working Advantage, LLC, to provide you and your employees with discounted products and services such as Broadway theater tickets, theme parks, movie rentals, and much more.

**Indeed.com**

Post jobs to the world's number one job site right from Paychex Flex®. Paychex customers receive a \$200 credit to sponsor their jobs on Indeed to get more quality applicants fast.\*\*

**Money**

Solutions that can help you manage critical financial processes like running payroll, remitting payments, and managing expenses.

**Payroll Services**

Ability to pay employee's and independent contractors via check, direct deposit, or paycard, and remit payments to third-parties for garnishments or to vendors, automatically.

**Productivity**

Empower your team with tools and insights that save time and enable strategic decisions. Our HR technology aligns with people's lives, so you can provide a streamlined employee experience that reflects your company culture while saving you and your employee's valuable time.

**Dedicated HR Services**

Extend your HR capabilities with the support of a certified HR professional. They can help you refine recruitment strategies, reduce compliance risks and improve employee the overall experience for your people.

**Safety Services**

Our OSHA and safety management experts will assist you in developing a safety program that meets OSHA requirements and helps protect your employees. You will receive:

- Safety assessment to identify applicable OSHA requirements.
- Safety manual specific to your business that meets OSHA regulations.
- Access to required safety trainings.
- Ongoing expertise and support from a dedicated safety expert.

**Time and Attendance**

Paychex time and attendance solutions offers a better way to save time, prevent errors and stay compliant by integrating time and attendance functions with payroll, HR, and other services. Employees have mobile access to punch and transfer between jobs on the go. Options that help with accuracy and budget requirements include: 1) Employee shift swapping, Geofencing and geo location capabilities, and 3) Biometric technology to eliminate buddy punching

**Employee Self-Service &  
Mobile App**

Deliver an employee experience that helps your people complete important HR tasks on their own and in compliance with regulations and company policies. We offer 25 employee self-service actions, enabling client and employee independence, including the ability to update address info, enter life events, fill out tax forms, report hours, and manage retirement accounts.

<b>Performance Management</b>	Communicate feedback on any schedule, not just once a year, with templates that you can align with your organizational goals.
<b>Reporting and Analytics</b>	Gain insight into your business with 160+ reports, create your own custom reports, and access benchmarking tools that leverage industry data of our 600,000+ customers.
<b>HR Events Calendar</b>	Track key milestones and communicate important dates with employees including certification renewals, employee anniversaries, raise dates, and more.
<b>Workflows and Approvals</b>	Define approval procedures for select self-service activities to ensure proper checks and balances for compensation changes and other sensitive processes.

\*\*To receive the \$200 Indeed, Inc., credit, you must be a Paychex, Inc. client and post a sponsored job through Paychex Flex to Indeed. You must have the appropriate user access configured in Paychex Flex to post jobs to Indeed. Only new Indeed customers will be eligible to receive the \$200 credit. The \$200 credit expires after 12 months. The \$200 credit applies to any advertiser in the U.S. who hasn't received a credit in the past 180 days on Indeed, and is applicable only for future spend. Terms, conditions and quality standards apply.



**BOARD OF LIBRARY TRUSTEES AGENDA  
ITEM VIII.F. REPORT for MAY 2021**

**DEPARTMENT:** Agenda Item VIII. f.

**MEETING DATE:** May 24, 2021

**PREPARED BY:** Nicole Fabry

**LOCATION:** Virtual Meeting

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**TITLE: Staff Report for Draft District Fiscal Year 2021-2022 Budget**

**BACKGROUND:**

In consultation with Cindy Byerrum and Ian Berg of Eide Bailly, Director Winslow and I have drafted the District's fiscal year 2021-2022 budget for the committee's review. This budget includes requests from all District department heads for programming and other operational needs, some of which have been adjusted. This budget also includes requests from budget committee members for a breakdown of staffing allocations and costs, as well as adjustments for staffing of the mobile library unit and potential Sunday open hours.

The breakdown of the FY21-22 Budget is as follows:

**Revenues**

- **Use / (Addition) of Reserves** (line 2) – at this time we do not anticipate any drawdown to reserves; budgeted income exceeds budgeted expenses by \$27,900.
- **Transfer In From Other Funds** (line 3) – this line accounts for expected reimbursements for all CFD-related expenses pre-paid by the District.
- **CFD Proceeds** (line 4) – this amount is yet to be determined as bonds have not yet been issued.

Donations & Grants (line 5):

- Anticipated income decreases by \$2,000 for **4705 Altadena Library Foundation. 4710 Friends of the Library** reflects a decrease of \$13,000 from last year due to the current inability to host large book sales. **4740 CA Library Literacy Services** increases by \$2,827.

Fines & Fees (line 11):

- Almost all accounts in this category have been increased since last fiscal year in anticipation of further reopening to the public.

Interest Income and Other Revenues (lines 17, 20):

- **4200 Interest Income – County of LA** has been decreased to reflect the current downturn in interest rates. **4915 Film Rental Revenue** has been increased to \$15,000 as filming has resumed and our facilities are once again in demand.

Property Taxes & Assessments (line 25):

- All property tax income accounts except **4050 Homeowners Exemption** see an overall increase of 2% per the County Assessor.

## Expenses

Salaries & Wages (line 34):

- **5010 Salaried & 5020 Hourly** show an increase of 5 and 13 percent, respectively. These figures include a 2% COLA for all staff, as well as anticipated adjustments to pay based on an updated classification and compensation assessment for two management-level positions. It also includes the addition of a full-time benefited Library Assistant to support Mobile Library Unit service and the ability to have open hours on Sundays.

Payroll Taxes / Benefits (line 39):

- **5120 Payroll Taxes** sees an increase based on the proposed increase to Salaries & Wages.
- **5220 Health Insurance** has been increased to reflect a proposed addition of \$100 per month per active employee to a Health Reimbursement Account effective January 1, 2022.
- **All Other Benefits** see an increase due to anticipated premium increases on January 1, 2022.
- **5270 Workers' Compensation** decreases from last fiscal year based on our invoice from SDRMA dated May 18.

CalPERS Retirement (line 49):

- **5210.01 CalPERS Classic** has been increased after hiring two Classic staff members this fiscal year. **5210.02 CalPERS PEPRA** was increased due to the addition of a full-time librarian and proposed Library Assistant.
- **5218 PERS Unfunded** was increased based on the actual valuation by CalPERS.

Operating Expenses (line 57):

- **6627 Advertising / Marketing** was increased by \$500 for an anticipated increase in marketing materials for the Mobile Library Unit.
- **6746 Payroll Fees** were increased based on the District's agreement with Paychex.
- **7530 County Tax Collection Fees** was increased based on expected increase in tax income.
- **6430 Insurance-Gen, Prop, Liab & 6432 Earthquake Insurance** will need to be adjusted once we receive final numbers and quotes from our broker for earthquake

insurance. An initial estimate from SDRMA of \$61,100 has been included for general liability insurance.

- **Staff Costs & Prof. Development** (line 71) – all accounts in this section were increased in anticipation of expanded in-person training opportunities and necessary travel in the coming fiscal year.
- **Utilities** (line 78) – most accounts in this section were increased in anticipation of holding open hours on Sundays.
- **Other Operating Expenses** (line 84) – all accounts in this section were adjusted based on actual or anticipated spending.

Professional Services (line 98):

- **7125 Audit & Financial Consulting** was decreased for general operating expenses; \$15,000 was added to CFD expenses.
- **7140 Architectural & Engineering** was removed from our general operating budget and will be added to our CFD budget.
- **7155 Consultants – Other** was decreased to accommodate minimal operational consulting work for the upcoming fiscal year.

Information Technology (IT) (line 103):

- **7135 Technology Consulting** was increased by \$17,000, \$7,000 of which is allocated to E-Rate Consulting. The remainder is requested to hire an on-call technology consultant to provide services when our IT Manager is not available.
- **7180 Technology Equipment** was increased by \$10,000 to replace end-of-life public 3D printers, purchase new filament and new public laptops.
- **Accounts 7185 Technology Maintenance Fees** increased by \$6,500 for additional mobile hotspot service.

Library Materials (line 112):

- **6110 Cataloging Expenses** has been eliminated due to a restructuring of our contracts and service with two of our primary vendors: OCLC and Baker & Taylor.
  - **6120 Books, 6125 Audio CD, 6130 DVD's & Videogames, 6140 Periodicals** have all been decreased to allocate more funds to electronic resources and Library of Things.
  - **6150 Downloadables** has been increased due to increased demand for e-content in the wake of COVID-19.
  - **6155 Library of Things** has been increased in anticipation of further reopening and increased circulation of physical items.
  - **6160 Mobile Library Collection** has been added for materials purchased for our Mobile Library Unit with an initial budget of \$5,000.
  - **6165 Purchase Suggestions** has been added for materials purchased at patron recommendation; these items previously came out of the general materials budget.
- 
- **Facilities, Grounds & Maintenance** (line 124) – all accounts have been adjusted based on actual and anticipated spending.

Programs (line 129):

- Programming sees an overall increase to expenditures in anticipation of further reopening and the implementation of our Mobile Library Unit.

Capital Expenditures (line 142):

- **7310 Equipment, Furniture & Fixtures and 7320 Structures & Improvements** have both been decreased to address any potential emergencies. Any other Capital Expenditures will appear in the Capital Expenditure/CFD budget once bonds have been issued.
- **CFD Bond Expenses** (line 146) – these accounts have all been created to address upcoming expenses related to the bond issuance, CFD administration and project management work to be done in the upcoming fiscal year. Other accounts related to Capital Expenses and CFD work will be added as needed.

**FISCAL IMPACT:**

The above changes result in an overall addition to reserves of \$27,900.

**STAFF RECOMMENDATION:**

Staff recommends that the Board review and approve the Draft District Fiscal Year 2021-2022 Budget.

# Altadena Library District Proposed Budget Fiscal Year 2021/22

	<b>A</b>	<b>B</b>	<b>C</b>
	<b>FY 2020/21 Adopted Budget (Operating)</b>	<b>FY 2021/22 Proposed Budget (Operating)</b>	<b>FY 2021/22 Proposed Budget (Capital &amp; Grants)</b>
<b>1 REVENUES</b>			
2 <b>Use / (Addition) of Reserves</b>	\$ (28,966)	\$ (27,900)	\$ 299,000
3 <b>Transfer In from Other Funds</b>	-	299,000	299,000
4 <b>CFD Proceeds</b>	-	-	-
5 <b>Donations &amp; Grants</b>			
6         4705 · Altadena Library Foundation	32,000	30,000	-
7         4710 · Friends of the Library	28,000	15,000	-
8         4735 · Designated	346,000	-	-
9         4740 · CA Library Literacy Services	21,000	20,000	-
10 <b>Total Donations &amp; Grants</b>	427,000	65,000	-
11 <b>Fines &amp; Fees</b>			
12         4305 · Fees	1,000	2,000	-
13         4310 · MFM / Printer Revenue	1,000	4,000	-
14         4340 · Passport Services Fees	25,000	90,000	-
15         4350 · Sales of Products	1,000	1,000	-
16 <b>Total Fines &amp; Fees</b>	28,000	97,000	-
17 <b>Interest Income</b>			
18         4200 · Interest Income - County of LA	6,000	4,400	-
19 <b>Total Interest Income</b>	6,000	4,400	-
20 <b>Other Revenues</b>			
21         4915 · Film Rental Revenue	7,000	15,000	-
22         4930 · E-Rate Revenue	36,000	42,000	-
23         4999 · Credit Card Rebates	5,000	5,000	-
24 <b>Total Other Revenues</b>	48,000	62,000	-
25 <b>Property Taxes &amp; Assessments</b>			
26         4010 · Current Secured	2,704,000	2,753,300	-
27         4020 · Current Unsecured	86,900	89,800	-
28         4050 · Homeowners Exemption	15,300	13,200	-
29         4060.01 · Per Parcel Benefit Assessment	875,400	879,300	-
30         4080 · Penalties, Interest & Costs	10,000	12,600	-
31 <b>Total Property Taxes &amp; Assessments</b>	3,691,600	3,748,200	-
32 <b>TOTAL REVENUES</b>	<b>4,171,634</b>	<b>4,247,700</b>	<b>598,000</b>
33 <b>EXPENSES</b>			
34 <b>Salaries &amp; Benefits</b>			
35 <b>Wages</b>			
36             5010 · Salaried	783,300	823,500	-
37             5020 · Hourly	1,099,100	1,246,200	-
38 <b>Total Wages</b>	1,882,400	2,069,700	-
39 <b>Payroll Taxes / Benefits</b>			
40             5120 · Payroll Taxes (District-Paid)	155,684	164,200	-
41 <b>Insurance</b>			
42             5220 · Health Insurance	132,000	158,400	-

# Altadena Library District Proposed Budget Fiscal Year 2021/22

		A	B	C
		FY 2020/21 Adopted Budget (Operating)	FY 2021/22 Proposed Budget (Operating)	FY 2021/22 Proposed Budget (Capital & Grants)
43	5221 · Health Insurance - Retirees	71,700	77,000	-
44	5230 · Dental Insurance	13,200	14,500	-
45	5240 · Vision Insurance	3,900	5,000	-
46	5260 · Life Insurance	1,400	1,600	-
47	5270 · Workers' Compensation	49,850	40,300	-
48	<b>Total Insurance</b>	272,050	296,800	-
49	<b>CalPERS Retirement</b>			
50	5210.01 · CalPers CLASSIC	25,300	33,200	-
51	5210.02 · CalPers PEPRA	99,300	117,400	-
52	5218 · PERS Unfunded	168,700	197,900	-
53	<b>Total CalPERS Retirement</b>	293,300	348,500	-
54	5222 · OPEB Contribution	-	-	-
55	<b>Total Payroll Taxes / Benefits</b>	721,034	809,500	-
56	<b>Total Salaries &amp; Benefits</b>	2,603,434	2,879,200	-
57	<b>Operating Expenses</b>			
58	<b>Advertising &amp; Marketing</b>			
59	6618 · Recruitment	1,500	1,500	-
60	6627 · Advertising / Marketing	7,000	7,500	-
61	<b>Total Advertising &amp; Marketing</b>	8,500	9,000	-
62	<b>Fees</b>			
63	6745 · Banking & Service Fees	1,000	1,000	-
64	6746 · Payroll Fees	10,200	13,000	-
65	7530 · County Tax Collection Fees	36,400	40,200	-
66	<b>Total Fees</b>	47,600	54,200	-
67	<b>Insurance</b>			
68	6430 · Insurance-Gen, Prop, Liab, Eq	48,800	61,100	-
69	6432 · Earthquake Insurance	33,100	35,000	-
70	<b>Total Insurance</b>	81,900	96,100	-
71	<b>Staff Costs &amp; Prof. Development</b>			
72	6623 · Trustee Prof. Development	500	2,000	-
73	6625 · Training & Education	5,000	15,000	-
74	6626 · Staff Recognition	2,000	4,000	-
75	6710 · Meetings & Travel	3,000	7,500	-
76	6730 · Mileage & Parking Reimbursement	1,000	2,000	-
77	<b>Total Staff Costs &amp; Prof. Development</b>	11,500	30,500	-
78	<b>Utilities</b>			
79	6920 · Electricity	42,000	43,000	-
80	6930 · Natural Gas	3,000	4,200	-
81	6940 · Water & Sewage	8,000	8,000	-
82	6950 · Refuse	6,000	6,300	-
83	<b>Total Utilities</b>	59,000	61,500	-



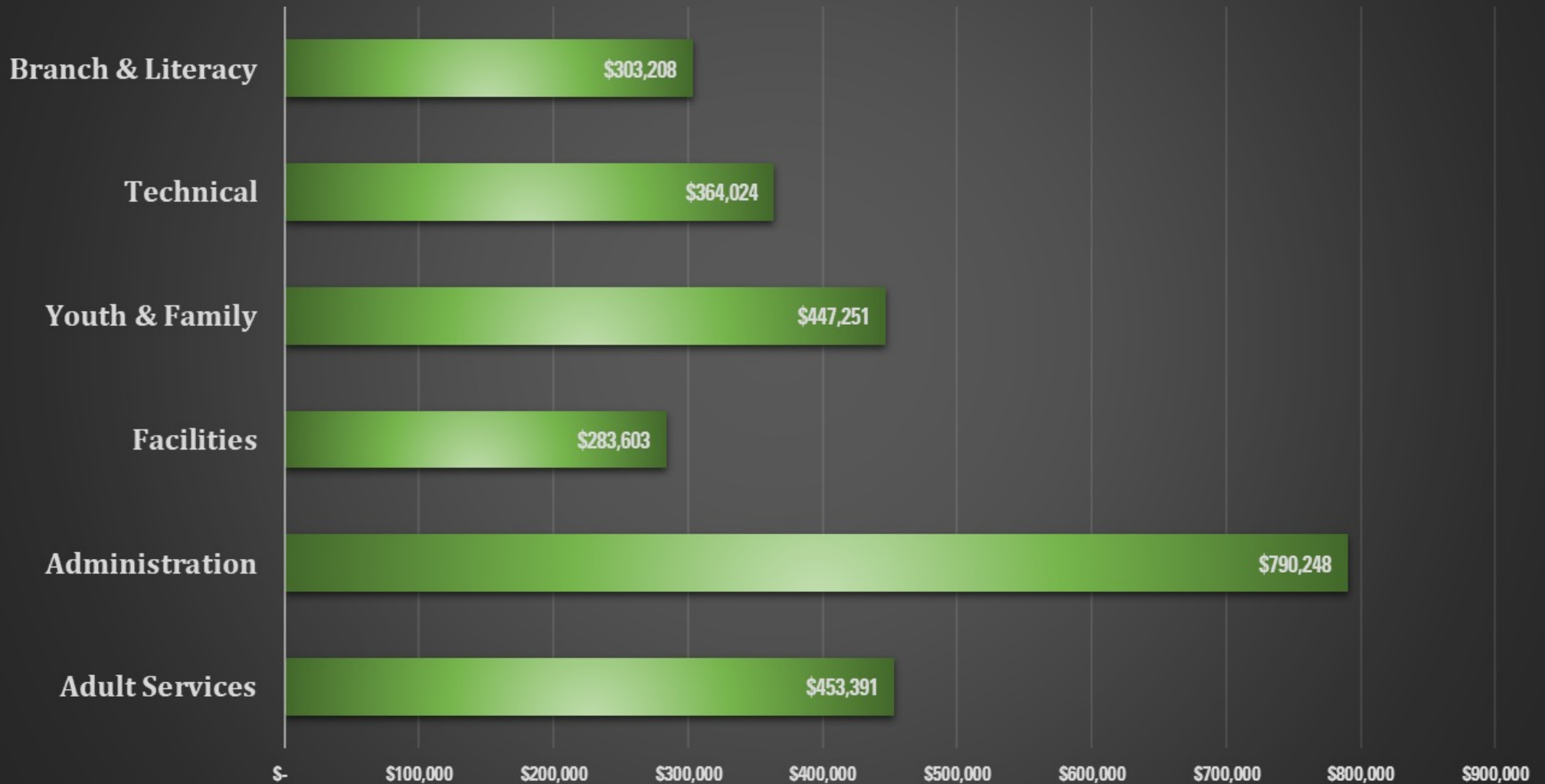
## Altadena Library District Proposed Budget Fiscal Year 2021/22

		A	B	C
		FY 2020/21 Adopted Budget (Operating)	FY 2021/22 Proposed Budget (Operating)	FY 2021/22 Proposed Budget (Capital & Grants)
84	<b>Other Operating Expenses</b>			
85	6620 · Membership Dues & Subscriptions	14,000	14,500	-
86	6740 · Postage & Delivery	2,000	2,000	-
87	6750 · Printing & Reproduction	6,000	6,400	-
88	6755 · Small Equipment	4,000	4,500	-
89	6765 · Janitorial Supplies	9,000	5,000	-
90	6770 · Operating Supplies	19,000	18,000	-
91	6775 · Technical Services Supplies	3,500	3,000	-
92	6780 · Operating Software	-	1,500	-
93	6960 · Cost of Sales of Products	200	200	-
94	6970 · Equipment Lease & Rental	20,000	21,900	-
95	<b>Total Other Operating Expenses</b>	77,700	77,000	-
96	<b>Total Operating Expenses</b>	286,200	328,300	-
97	<b>Professional &amp; Technical</b>			
98	<b>Professional Services</b>			
99	7125 · Audit and Financial Consulting	90,000	60,000	15,000
100	7130 · Legal Fees	45,000	45,000	-
101	7155 · Consultants - Other	70,000	30,000	-
102	<b>Total Professional Services</b>	205,000	135,000	15,000
103	<b>Information Technology (IT)</b>			
104	7135 · Technology Consulting	-	17,000	-
105	7170 · Telecommunications	9,500	9,500	-
106	7175 · Internet Service / E-Rate	53,000	53,000	-
107	7180 · Technology Equipment	25,000	35,000	-
108	7185 · Technology Maintenance Fees	18,500	25,000	-
109	7190 · Website Development	500	500	-
110	<b>Total Information Technology (IT)</b>	106,500	140,000	-
111	<b>Total Professional &amp; Technical</b>	311,500	275,000	15,000
112	<b>Library Materials</b>			
113	6110 · Cataloging Expenses	6,000	-	-
114	6115 · Electronic Databases & Subscriptions	28,000	17,000	-
115	6120 · Books	135,000	130,000	-
116	6125 · Audio CD	10,000	8,000	-
117	6130 · DVD's & Videogames	45,000	33,000	-
118	6140 · Periodicals	15,000	13,500	-
119	6150 · Downloadables	44,000	69,000	-
120	6155 · Library of Things	4,000	6,000	-
121	6160 · Mobile Library Collection	-	5,000	-
122	6165 · Purchase Suggestions	-	7,000	-
123	<b>Total Library Materials</b>	287,000	288,500	-
124	<b>Facilities, Grounds &amp; Maintenance</b>			
125	7205 · Maintenance Contracts	14,000	12,000	-
126	7210 · Building Maint & Repairs	20,000	21,000	-

## Altadena Library District Proposed Budget Fiscal Year 2021/22

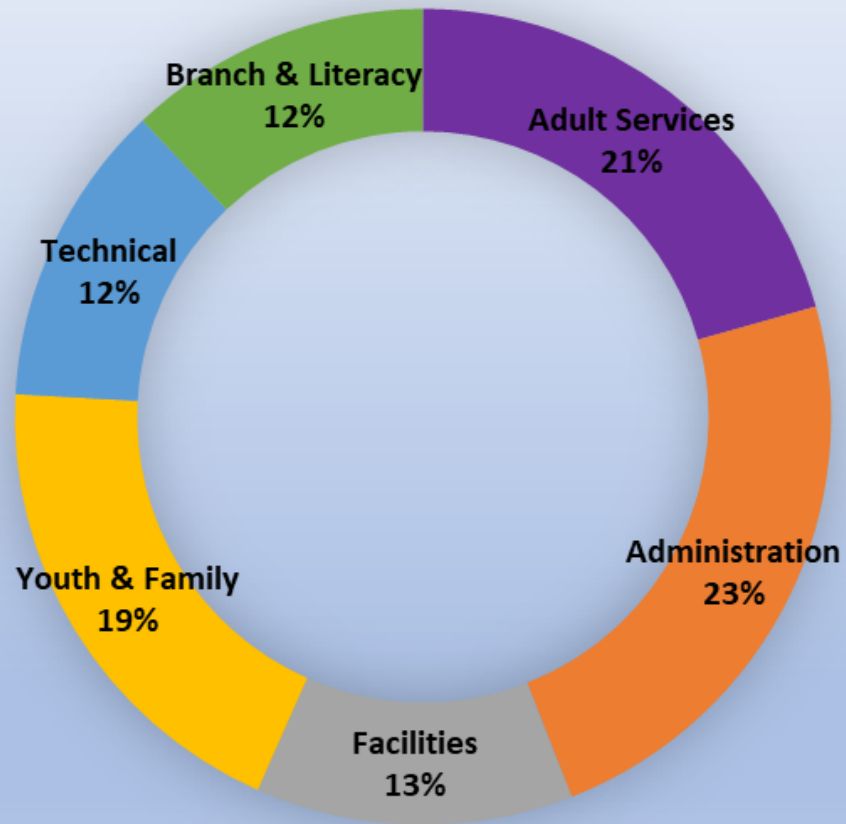
		A	B	C
		FY 2020/21 Adopted Budget (Operating)	FY 2021/22 Proposed Budget (Operating)	FY 2021/22 Proposed Budget (Capital & Grants)
127	7220 · Landscape	24,000	20,000	-
128	<b>Total Facilities, Grounds &amp; Maintenance</b>	58,000	53,000	-
129	<b>Programs</b>			
130	6200 · Youth Services	4,600	11,000	-
131	6210 · Teen Services	5,500	6,000	-
132	6220 · Adult Services	10,000	25,000	-
133	6230 · Bob Lucas Branch Services	6,400	5,700	-
134	6240 · Literacy Services	4,250	5,000	-
135	6250 · Volunteer Services	1,000	1,000	-
136	6260 · Summer Reading	10,000	15,000	-
137	6270 · Mobile Library	2,750	16,000	-
138	<b>Total Programs</b>	44,500	84,700	-
139	<b>Election Expense &amp; Misc.</b>			
140	7540 · Trustee Election	120,000	-	-
141	<b>Total Election Expense &amp; Misc.</b>	120,000	-	-
142	<b>Capital Expenditures</b>			
143	7310 · Equipment, Furniture & Fixtures	76,000	15,000	-
144	7320 · Structures & Improvements	385,000	25,000	-
145	<b>Total Capital Expenditures</b>	461,000	40,000	-
146	<b>CFD Bond Expenses</b>			
147	8020 · CFD Bond Issuance Consulting	-	-	102,000
148	8030 · CFD Administration	-	-	15,000
149	8040 · CFD Banking Fees	-	-	7,000
148	8060 · CFD Project Management	-	-	160,000
151	<b>Total CFD Bond Expenses</b>	-	-	284,000
152	<b>Transfer Out to Other Funds</b>		299,000	299,000
153	<b>TOTAL EXPENSES</b>	<b>\$ 4,171,634</b>	<b>\$ 4,247,700</b>	<b>\$ 598,000</b>
154	<b>NET BUDGET</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
155	<b>Projected Cash - July 1st</b>		<b>\$ 3,455,000</b>	
156	<b>(Drawdown) / Addition To Reserves</b>		<b>\$ 27,900</b>	
157	<b>Projected Ending Cash - June 30th</b>		<b>\$ 3,482,900</b>	

## Altadena Library District Cost by Department



# Altadena Library District

## Hours by Department



■ Adult Services ■ Administration ■ Facilities ■ Youth & Family ■ Technical ■ Branch & Literacy



**BOARD OF LIBRARY TRUSTEES  
AGENDA ITEM VIII.G. REPORT FOR MAY 2021**

**REPORT:** Agenda Item VIII.g.

**MEETING DATE:** May 24, 2021

**PREPARED BY:** Nikki Winslow

**LOCATION:** Virtual Zoom Meeting

**TITLE:** Art Appraisal for the George Gardner Symons Painting

**BACKGROUND:**

The Altadena Library District had a restoration of our painting *Millard Canyon at Granite Gate* completed in the fall of 2020 by Kamila Korbela of LA Art Labs. The painting had not been appraised since June 10, 2002, at which point it was appraised at \$95,000. With the work completed on it last year, it was time to have a new appraisal done.

Administrative Services Manager Nicole Fabry was referred to Stacey Roman with International Fine Art Appraisers through a contact with the California Art Club. Mr. Roman visited the Main Library, adhering to all COVID safety protocols, to inspect the painting on April 20, 2021. He provided us with the following report and his credentials for the Board's review.

I spoke to Mr. Roman on April 22, 2021 after he emailed me his findings. He wanted to explain why the new appraisal is \$75,000, a \$20,000 decline since the appraisal done in 2002. He let me know that many art pieces have dropped substantially in the last 5-8 years, with a significant drop in sales and interest in the last year due to the pandemic. He also said that 30-50 year olds are the primary art collectors currently and that he did not feel this piece would appeal to this group. He also said that this painting by Gardner Symons is drastically different than most of his other work and not what a typical collector of his art would expect.

He recommended that we have the painting appraised every five years to maintain current replacement value for insurance purposes.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

None.

## International Fine Art Appraisers

14 Greenspring  
Dove Canyon, CA 92679

April 22, 2021

Nikki Winslow  
District Director  
The Altadena Library District  
600 East Mariposa Street  
Altadena, CA 91001

Date of Examination: April 20, 2021  
Effective Date of Valuation: April 20, 2021  
Date Submitted: April 22, 2021

This appraisal is submitted for Insurance purposes only. The value under consideration is Market Replacement Value, an amount it would cost to replace an item with one of similar and like quality, purchased in the most appropriate marketplace within a limited amount of time. The marketplace is defined as that arena where such objects are most commonly traded and may include but is not limited to international and regional auction houses, galleries, private dealers or other establishments and individuals engaged in the sale of such items. It is generally the highest valuation figure for personal property.

Comparative Market Data Approach has been used for this appraisal. This is the most commonly applied approach when appraising personal property, in which appraised value is based upon past prices for similar works by the same artist or artisan, or similar works by another artist or artisan of equal standing and related reputation.

I personally inspected the property at The Altadena Library at 600 East Mariposa Street Altadena, CA on April 20, 2021. To the best of my knowledge the facts and data in the report are true and correct. This report is for the sole use of The Altadena Library District and their insurance provider. Any unauthorized change in the content or purpose of this document, or unintended use by others is prohibited. This appraisal is to be used only for the function of Insurance Replacement purposes. Any other use of this appraisal renders it null and void. No change to any item in this appraisal shall be made by anyone other than myself.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions; and are the appraiser's personal, unbiased, professional analyses, opinions, conclusions, and valuations. Education and experience qualify this appraiser in the valuation field. In some instances, galleries, auction houses, artists, private dealers, museums, private collectors, and experts that specialize, exhibit and or own works in the areas that are being appraised have been consulted in the preparation of this appraisal. Unless expressly stated herein, no one provided significant professional assistance to the Appraisal Report. In an exception, the name of each individual providing significant professional assistance will be stated. Any collaborating appraisers issuing a joint appraisal report with us will also sign the report.

## International Fine Art Appraisers

14 Greenspring  
Dove Canyon, CA 92679

Bibliography and research normally includes using internet web sites, auction catalogs from auction houses including Sotheby's, Christies, Bonham's, Phillips, Doyle's, Abells, Profiles In History, etc.; periodicals, as well as specific reference works such as catalog's raisonne, monographs and other volumes considered standard guides by the trade.

Market research consists of gathering both general and specific facts about sales transactions in the appropriate market. By reviewing sales, an appraiser ascertains knowledge about how and where a particular type of property sells to whom. Further established is the range the upper and lower price limit paid for a particular type of property. In addition, the appraiser learns what value characteristics add value and what factors detract from value. When applied, this information allows the appraiser to adjust sales information to make valid comparisons.

These adjusted sales weight the value conclusions. Therefore, factors associated with a sale are important in the analysis. For example, auction sales reveal information about the market, the sellers and the interest level of buyers or collectors. It is an observable fact that a market is active when similar objects sell, and it is possible to note the factors that ignite potential buyers to action. Prices spike when buyers compete for a rare and unusual property. In contrast, a dealer searching for inventory is motivated less to pay a high price. The appraisers' role is to review facts to understand the critical influences of a sale.

The appraiser does not have a personal or business relationship with the client that would lead a reasonable person to question the validity of this report. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this appraisal.

Fees have been billed at an hourly rate or a fixed rate and are not contingent on a percentage or sum of the appraisal. Compensation for completing this appraisal is not contingent upon the development or reporting of a predetermined value that favors the cause of the client, or the amount of the value of the appraisal. The appraiser has no present or prospective financial interest in any of the property appraised at the time of the writing of this appraisal.

The appraiser does not guarantee the authenticity of the works examined. The values are based upon the information received and gathered, with the assumption that if the works were authentic these values would apply. The appraisal is based upon visual inspection. No tests or authentications of any kind have been requested. This works was not examined under a black light.

## International Fine Art Appraisers

14 Greenspring  
Dove Canyon, CA 92679

The appraiser has successfully completed a 15-hour course and a 7-hour update on the Uniform Standards of Professional Appraisal Practice (USPAP), the Congressionally recognized set of appraisal standards promulgated by The Appraisal Foundation. Uniform Standards of Professional Appraisal Practice (USPAP) compliant through December 31, 2022

The analyses, opinions, conclusions and valuation in the report were developed and prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) for the Personal Property Discipline.

The submission of this report completes my assignment and obligations. Any further services and preparation of additional reports, consultation, testimony, court appearances, etc.; will require additional fees.

I regard all information concerning this appraisal as confidential. I retain a copy of this document along with my original notes, and I will not allow others to have access to these records without your written permission unless so ordered by a court of law.

Sincerely,

Stacey Roman  
International Fine Art Appraisers



International Fine Art Appraisers

14 Greenspring  
Dove Canyon, CA 92679

PROPERTY OF  
THE ALTADENA LIBRARY DISTRICT  
600 EAST MARIPOSA STREET  
ALTADENA, CA 91001

## International Fine Art Appraisers

14 Greenspring  
Dove Canyon, CA 92679

### **Insurance Appraisal**

Nikki Winslow  
District Director  
The Altadena Library District  
600 East Mariposa Street  
Altadena, CA, 91001

April 22, 2021

Date of Examination: April 20, 2021  
Effective Date of Valuation: April 20, 2021  
Date Submitted: April 22, 2021

### **Description**

#### **Fine Art**

George Gardner Symons  
(American, 1863-1930)

“Millard Canyon At Granite Gate”, 1896

Framed oil on canvas

Sight size: 70 x 50 ¼ inches

Signed “Gardner Symons” and dated “1896” lower left

“University of Southern California” label on verso

“Lent by Altadena Library” label in verso

“Laguna Art Museum” label on verso

Inscribed “J.W James\_Pasadena” horizontally in black on verso stretcher bar

The work depicts a view of the chasm at Millard Canyon at Granite Gate in the San Gabriel Mountains above Altadena. The painting features intricate geological details hidden in the twilight of sunset. There is a minuscule Mt. Lowe railroad car chugging through Granite Gate in the upper left-hand corner of the painting.

#### **Note:**

This work is atypical of what Gardner Symons is best known for. He had studios in New England and Laguna Beach, California and divided his time between the two. He is remembered for his winter landscapes of the Berkshire Hills and Gloucester, Massachusetts as well as his work in the California plein-air school. Symons also painted annually in Cornwall, England. The value of this painting is its historical depiction onsite in 1896

#### **Condition:**

See attached conservators report

#### **Provenance:**

J.W James, Pasadena, CA No date

Mr. and Mrs. Guy Fisher, Pasadena, CA 1975

#### **Exhibition:**

“Pack-In Painters of The American West”, University of Southern California University Galleries, Los Angeles, CA, November 22, 1976-December 23, 1976

“Loners, Mavericks & Dreamers: Art In Los Angeles Before 1900”, Laguna Art Museum, Laguna Beach, CA, November 26, 1993-February 20, 1994

### **Replacement Value**

International Fine Art Appraisers

14 Greenspring  
Dove Canyon, CA 92679

Sources consulted for basis of value:

Artnet.com

Askart.com

George Stern Fine Arts, Inc., West Hollywood, CA

\$ 75,000.00

International Fine Art Appraisers

14 Greenspring  
Dove Canyon, CA 92679



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International Fine Art Appraisers

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Dove Canyon, CA 92679



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International Fine Art Appraisers

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## International Fine Art Appraisers

14 Greenspring  
Dove Canyon, CA 92679

### Qualifications of Stacey Roman Fine Art Appraiser

The following is a summary of Stacey Roman's experience and qualifications  
Insurance, Estate, Donation, Fair Market, Damage and Loss Appraisals

1993-

Present

President-International Fine Art Appraisers  
President-Stacey Roman Fine Arts, Inc.  
Appraiser/Consultant-Appraisals By Ashby  
Appraiser/Consultant-Braun Appraisers and Auctioneers  
Auctioneer-Profiles In History

1984-1993

Vice President - Butterfield (now Bonham's) Auctioneers  
Director of Los Angeles and San Francisco Fine Art Departments

1982-1984

Director - J.N. Bartfield Galleries, New York  
Specializing in American, Western, Sporting Art  
and Fine Bindings

1981-1982

President - Stacey Roman, Inc., New York  
Specializing in American and European Fine Art

1977-1981

Vice President & Director - Herbert Roman, Inc., New York  
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Long Beach Museum of Art  
Palm Springs Desert Museum  
Historical Society of Southern California  
California Institute of Technology  
The Bowers Museum of Cultural Art  
C.M. Russell Museum  
The Walt Disney Company  
The Ebell Club of Los Angeles  
The Jonathan Club  
Pasadena City College  
Allstate Insurance  
Farmers Insurance  
First American Trust  
Electric Insurance Company  
AIG  
Travelers Insurance  
Citigroup Trust  
Wells Fargo  
Union Bank  
Armory Center for the Arts  
Abell Auctioneers  
Pasadena Tournament of Roses  
The Mission Inn  
The Valley Hunt Club  
Natural History Museum of Los Angeles County  
The Hilbert Museum of California Art  
University of Southern California  
Braun Appraisers and Auctioneers  
Appraisals By Ashby  
Profiles In History  
Entertainment Industry Business Managers  
Private Collectors in Southern California  
Private Collectors Nationally





**BOARD OF LIBRARY TRUSTEES  
AGENDA ITEM VIII.H. REPORT FOR MAY 2021**

**REPORT:** Agenda Item VIII.h.

**MEETING DATE:** May 24, 2021

**PREPARED BY:** Diego Gamboa

**LOCATION:** Virtual Zoom Meeting

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**TITLE:** Review of the Adopted Fiscal Year 2021-2022 Budget for the Local Agency Formation Commission of the County of Los Angeles (LAFCO)

**BACKGROUND:**

Paul Novak, Executive Officer of the Local Agency Formation Commission for the County of Los Angeles (LAFCO), pursuant to Government Code § 56381(a), sent the District a copy of the adopted FY 2021-22 Budget for the Commission (LAFCO). LAFCO adopted the budget at its meeting on Wednesday, April 14, 2020, having conducted the two required public hearings (March 10th and April 14th).

Mr. Novak noted in his email that the assessments upon the County of Los Angeles, the City of Los Angeles, the cities in Los Angeles County, and the independent special districts in Los Angeles County will NOT be increased over the current year (FY 2020-21) Budget. The assessments will be maintained at the \$1,539,753, the same level as the last two fiscal years (FY 2019-20 and FY 2020-21). Including FY 2021-22, LAFCO's increase in its assessments will have occurred in only one of the last five fiscal years. An additional note provided in the email was that the Auditor-Controller allocates the LAFCO assessments upon the cities and the independent special districts based upon annual revenues reported in each agency's Annual Report submitted annually to the State Controller's Office; for this reason, an individual city or district's assessment may be adjusted slightly.

Agenda Item VIII.h. was provided to the Board of Trustees as an informational item, therefore staff has no recommendation for the committee.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

No recommendation.

FINAL BUDGET FOR FISCAL YEAR 2021-22					
ACCT. #	ACCOUNT NAME	ADOPTED FINAL BUDGET 2020-21	ADOPTED FINAL BUDGET 2021-22	\$ Variance From FY 2020-21 Adopted	PYE % Variance From FY 2020-21 Adopted
<b>EXPENSES</b>					
<b>50000</b>	<b>Salaries and Employee Benefits</b>				
50001	Employee Salaries	\$ 691,477	\$ 685,000	\$ (6,477)	-0.9%
50015	Employer Paid Pension Contribution	131,832	142,100	10,268	7.8%
50016	Accrued vacation and sick cashout	10,000	13,000	3,000	30.0%
50017	Commissioner Stipends	20,000	20,000	-	0.0%
50018	Worker's Compensation Insurance	9,500	10,500	1,000	10.5%
50019	Insurance (Health, Disability, Life)	138,000	142,132	4,132	3.0%
50020	Payroll Taxes	13,000	13,000	-	0.0%
50022	OPEB - Existing Retirees	23,000	20,000	(3,000)	-13.0%
50022.2	LACERA OPEB Administratrion Costs	\$ 20,000	\$ 20,000	\$ -	0.0%
	<b>Total Salaries &amp; Employee Benefits</b>	<b>\$ 1,056,809</b>	<b>\$ 1,065,732</b>	<b>\$ 8,923</b>	<b>0.8%</b>
<b>50000A</b>	<b>Office Expense</b>				
50025	Rent	\$ 112,300	\$ 132,571	20,271	18.1%
50026	Communications	10,000	11,000	1,000	10.0%
50027	Supplies	7,400	7,400	-	0.0%
50029	Computer Software	6,200	6,200	-	0.0%
50030	Equipment lease	6,500	6,500	-	0.0%
50031	Employee & Guest Parking Fees	9,200	8,000	(1,200)	-13.0%
50032	Property/Liability Insurance	24,000	14,000	(10,000)	-41.7%
50033	Agency Membership Dues	13,844	14,000	156	1.1%
50040	Information Technology/Programming	7,000	8,000	1,000	14.3%
50052	Legal Notices	4,000	4,000	-	0.0%
50054	Postage	4,000	4,000	-	0.0%
50056	Printing/Copy Charges	4,400	4,400	-	0.0%
50057	Conferences/Travel - Commissioners	13,000	10,000	(3,000)	-23.1%
50058	Conference/Travel - Staff	13,000	10,000	(3,000)	-23.1%
50060	Auto Reimbursement	7,000	7,000	-	0.0%
50061	Various Vendors	11,000	11,000	-	0.0%
50065	Miscellaneous - Other	8,000	7,500	(500)	-6.3%
50067	Computer-Copier-Misc Equipment	2,000	2,000	-	0.0%
	<b>Total Office Expenses</b>	<b>\$ 262,844</b>	<b>\$ 267,571</b>	<b>4,727</b>	<b>1.8%</b>
<b>50000C</b>	<b>Professional Services</b>				
50076	Legal services	80,000	80,000	-	0.0%
50077	Accounting & Bookkeeping	20,000	20,000	-	0.0%
50077.2	Audit/Financial Statements	8,500	7,850	(650)	-7.6%
50077.1	Payroll Service	5,600	5,600	-	0.0%
50078	Contract Services	12,000	12,000	-	0.0%
50081	Municipal Service Reviews	113,000	-	(113,000)	-100.0%
	<b>Total Professional Services</b>	<b>\$ 239,100</b>	<b>\$ 125,450</b>	<b>(113,650)</b>	<b>-47.5%</b>
	<b>TOTAL EXPENDITURES</b>	<b>\$ 1,558,753</b>	<b>\$ 1,458,753</b>	<b>\$ (100,000)</b>	<b>-6.42%</b>
20020	<b>OPEB Liability - Reserves</b>	<b>\$ 100,000</b>	<b>\$ 200,000</b>	<b>100,000</b>	<b>100%</b>
	<b>Total Contingencies and Reserves Set Aside</b>	<b>\$ 100,000</b>	<b>\$ 200,000</b>	<b>100,000</b>	<b>100%</b>
	<b>Total Appropriations</b>	<b>\$ 1,658,753</b>	<b>\$ 1,658,753</b>	<b>\$ -</b>	<b>0.0%</b>

FINAL BUDGET FOR FISCAL YEAR 2021-22						
ACCT. #	ACCOUNT NAME	ADOPTED FINAL BUDGET 2020-21	ADOPTED FINAL BUDGET 2021-22	\$ Variance From FY 2020-21 Adopted	PYE % Variance From FY 2020-21 Adopted	
<b>40000 REVENUES</b>						
40005	Filing Fees	\$ 100,000	\$ 100,000	-	0.0%	
40006	Processing Fees	4,000	4,000	-	0.0%	
40007	Interest Income	15,000	15,000	-	0.0%	
40008	Other Income	500	500	-	0.0%	
<b>Total Revenues</b>		<b>\$ 119,500</b>	<b>\$ 119,500</b>	<b>\$ -</b>	<b>0.0%</b>	
<b>NET OPERATING COSTS</b>		<b>\$ 1,539,253</b>	<b>\$ 1,539,253</b>	<b>\$ -</b>	<b>0.0%</b>	
<b>Local Agency Apportionment</b>		<b>FY 2021-22 Final Budget Estimates*</b>				
40001	City of Los Angeles	236,812	236,812	100%	100%	
40002	County of Los Angeles	592,021	592,021	100%	100%	
40003	Other Cities (87)	355,210	355,210	100%	100%	
40004	Special Districts	355,210	355,210	100%	100%	
<b>Total Local Agency Apportionment</b>		<b>\$ 1,539,253</b>	<b>\$ 1,539,253</b>	<b>100%</b>	<b>100%</b>	

\*Estimates based on FY 2020-21 Billing. Invoices for FY 2021-22 are generated by the County Auditor Controller's Office.