



AGENDA

Regular Meeting Board of Library Trustees | Altadena Library District
Virtual – Zoom – June 28, 2021 – 5:00 p.m.

IMPORTANT NOTICE REGARDING JUNE 28, 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 June 28, 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. Electronic Comments could also be submitted online at 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 May 24, 2021 [Pages 4-8](#)
- b. Approval of Minutes – Special Meeting held June 10, 2021 [Pages 9-11](#)

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 – May 2021 [Pages 12-20](#)
- b. California Library Association – Presentation

VI. Reports (Informational)

- a. Support Groups
 - Altadena Library Foundation [Page 21](#)
 - Friends of the Altadena Library [Page 22](#)
- b. District Director's Report [Pages 23-26](#)
 - Library Operations
 - Statistics
- c. Financial Reports – April 2021 [Pages 27-46](#)
- d. Board of Trustees Standing Committee Reports
 - Budget Committee
 - CFD Committee [Page 47](#)
- e. Board of Trustees Ad Hoc Committee Reports
 - Facilities Committee [Page 48](#)
 - Redistricting Committee
- f. Liaison Reports [Pages 49-51](#)
- g. Trustee Reports

VII. Unfinished Business

- a. None

VIII. New Business

- a. Review and Approval of Recommendation for Bond Underwriting Services Request for Proposals (RFP) **(Action)** [Pages 52-80](#)
- b. Review and Approval of Recommendation for Community Facilities District (CFD) Administration RFP **(Action)** [Pages 81-112](#)
- c. Review and Approval of Tier 3 Seismic Evaluation Services RFP **(Action)** [Pages 113-141](#)
- d. Review and Approval of Hazardous Material Consulting Services RFP **(Action)** [Pages 142-172](#)
- e. Review and Approval of ALD's Driver Policy **(Action)** [Pages 173-175](#)
- f. Resolution to Prepare New Tax Roll **(Action)** [Pages 176-177](#)
- g. Review and Approval of ALD's Property and Earthquake Insurance **(Action)** [Pages 178-181](#)
- h. Review and Approval of ALD's Gann Appropriations Limit **(Action)** [Pages 182-247](#)
- i. Review and Approval of ALD's Salary Schedule for Fiscal Year 2021-2022 **(Action)** [Page 248](#)
- j. Review and Approval of Updated ALD's Information Technology Manager's Job Description and New Marketing Specialist Position and Job Descriptions **(Action)** [Page 249-260](#)
- k. Review and Approval of Main Library Closure for Filming between July 14th and August 2nd **(Action)** [Page 261](#)
- l. Review and Approval of Board of Trustees Meeting Calendar for Fiscal Year 2021-2022 **(Action)** [Page 262](#)

IX. Governance

- a. Review and Provide Feedback on Board Report Template [Pages 263-264](#)

- X. Announcements & Planning**
 - a. Correspondence
 - b. Proposed Future Agenda Item

- XI. Adjournment**
 - a. Adjourn Meeting



MINUTES

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 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 5:03pm.

II. Open Session

a. Roll Call

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

b. Approval/Reordering of Agenda Items

No adjustments were made.

c. Adoption of Agenda

Moved by Trustee Cervantes to adopt the Agenda.

Seconded by Trustee Andruess.

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 Items
No public comment made.

III. Consent Calendar

Moved by Trustee Andruess to approve the Consent Calendar.

Seconded by Trustee Cervantes. 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 April 26, 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 – April 2021
Multiple Trustees provided kudos and comments of appreciation for Altadena Library staff's work.
- b. Summer Reading Program Promotion – Presentation
Youth & Family Services Manager, Mylinh Hamilton, presented this year's teens and children's programs, known as Our Summer at the Altadena Libraries. This change in name was to be inclusive of the non-reading or book-related summer programming.

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
District Director Nikki Winslow provided report.
- c. Financial Reports – March 2021
Administrative Services Manager Nicole Fabry provided report.
- d. Board of Trustees Standing Committee Reports
- Budget Committee

- Trustee Cervantes provided report.
- CFD Committee
 - Trustee Andrues 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 Andrues provided Government Liaison report. Trustee Rushmore provided Altadena Library Foundation Liaison report.
- g. Trustee Reports
 - No report.

Board of Trustees took a recess at 6:47 pm and reconvened at 6:55 pm.

VII. Unfinished Business

- a. None

VIII. New Business

- a. Review and Approval of Bond Underwriting Services Request for Proposals (RFP) **(Action)**
 - District Director, Nikki Winslow introduced the item by reviewing the process for the recommendation and main points of the report. Trustee Clark asked for clarification on who of the contractors need to complete Form 700. District Director will investigate it and report back.
 - Moved by Trustee Cervantes to approve the RFP to hire a Bond Underwriter as it appears in Board Package. Seconded by Trustee Wilkerson. Trustee Katie Clark opened floor for discussion. Trustee Wilkerson asked about the proposal timeline and District Director mentioned that it is a normal timeline based on the recommendation of Doug Anderson, the District's Municipal Advisor.**
 - Roll Call Vote:**
 - Trustee Andrues: Aye**
 - Trustee Capell: Aye**
 - Trustee Cervantes: Aye**
 - Trustee Wilkerson: Aye**
 - Trustee Clark: Aye**
 - Motion passed.**
- b. Review and Approval of Community Facilities District (CFD) Administration Services RFP **(Action)**
 - District Director, Nikki Winslow introduced the item by reviewing the process for the recommendation and main points of the report. The Board discussed the timeline for the contract as stated in the sample professional services agreement and confirmed that the contract would last 5 years unless terminated early.
 - Moved by Trustee Andrues to approve the RFP for Community Facilities District Administrative Services. 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.

- c. Review and Approval of ALD's Lost and Found Policy **(Action)**
Assistant Library Director, Viktor Sjöberg introduced the action item explaining that the Altadena Libraries did not have a Lost and Found Policy and staff wanted a policy to guide their decisions on items left behind.

Moved by Trustee Wilkerson to approve the Lost and Found Policy. 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.

- d. Resolution to Update ALD's Board of Library Trustees' Policies and Procedures **(Action)**

Administrative Assistant, Diego Gamboa introduced the action item explaining that the Board of Trustees had previously approved changes to their policies for the Government Liaison duties and upon further examination of the policies, he Trustee Clark, and District Director Winslow reviewed and made some updates that need to be approved by resolution per the Board of Library Trustees' Policies and Procedures. He also noted that there was a mistake to the Assistant Library Director.

Moved by Trustee Cervantes to approve the Resolution 20-21 with the amendment to correctly reflect the organizational chart. 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.

- e. Review and Approval of ALD's Purchase of Additional Services from Paychex, ALD's current Payroll and Human Resources Service Provider **(Action)**
District Director, Nikki Winslow introduced the item by reviewing the process for the recommendation and main points of the report.

Moved by Trustee Wilkerson to authorize the District Director to contract with Paychex for Human Resources solutions. 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.

- f. Review and Approval of Altadena Library District's (ALD) Proposed Fiscal Year 2021-2022 Budget **(Action)**

Administrative Services Manager, Nicole Fabry introduced the item by reviewing the main points of the report.

Moved by Trustee Andruess to approve Fiscal Year 2021-2022 Budget as it appears in the agenda package. 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.

- g. Review of the Art Appraisal Report for the George Gardner Symons Painting **(Informational)**
District Director Winslow provided an overview and discussed the main points of the Art Appraisal Report for the George Gardner Symons Painting. No action was taken.
- h. Review of the Adopted Fiscal Year 2021-2022 Budget for the Local Agency formation Commission for the County of Los Angeles (LAFCO) **(Informational)**
Administrative Assistant Diego Gamboa provided an overview and discussed the main points of the staff report for this item. No action was taken.

IX. Governance

X. Announcements & Planning

- a. Correspondence
b. Proposed Future Agenda Items

XI. Adjournment

- a. Adjourn Meeting
Trustee Clark adjourned the meeting at 7:58 pm.



MINUTES– SPECIAL MEETING

Board of Library Trustees Capital Projects Discussion | Altadena Library District
Virtual – Zoom – June 10, 2021 – 2:00 p.m.

IMPORTANT NOTICE REGARDING JUNE 10, 2021 CAPITAL PROJECTS DISCUSSION

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

If you wish to make public comment during the live meeting, you can call in to (626) 798-0833 ext. 118, during the corresponding item of the agenda. For public comment on any non-agenda item, please plan to call at 2:00 pm.

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I. Call to order

The meeting was called to order by Trustee Katie Clark at 2:05 pm.

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 Cervantes.

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 Items
No public comment made.

III. Introductions (Informational)

- a. Nikki Winslow, District Director & Session Facilitator – [Minute 4:02](#)
District Director Nikki Winslow provided an overview of the purpose of the meeting.
- b. Board of Trustees – [Minute 5:56](#)
Each Library Trustee introduced themselves and the committees they serve on.
- c. Community Facilities District (CFD) Committee & Associates – [Minute 8:20](#)
The CFD Committee members, ALD staff, Bond & Disclosure Counsel (Best, Best & Krieger), and Municipal Advisor (Urban Futures, Inc.) introduced themselves and their roles.
- d. Ad-Hoc Facilities Committee & Associates – [Minute 11:24](#)
The Ad-Hoc Facilities Committee members, ALD staff, Capital Projects Managers (Rachlin Partners) introduced themselves and their roles.

IV. Roles & Responsibilities (Informational/Discussion)

- a. Review of Capital Projects Information Flow Diagram – [Minute 14:45](#)
District Director Winslow reviewed the current information flow between the Board of Trustees, the CFD and Ad-hoc Facilities Committees, the CFD associates and vendors, and ALD staff.
- b. Review of Capital Projects Road Map – [Minute 17:32](#)
Jennifer Pearson provided an overview of the Capital Projects Road Map and its different phases.
- c. CFD and Ad-Hoc Facilities Committee Roles & Responsibilities – [Minute 22:34](#)
District Director Winslow introduced the discussion with a few questions. Trustee Capell and Andruess provided their understanding of their committee roles and responsibilities. The group discussed the committees' roles and Rachlin Partners answered questions the committees and Board had about the Capital Programs Project Road Map.

V. Timelines (Informational)

- a. Urban Futures, Inc. Report on Bond Issuance Schedule – [Minute 59:20](#)
Doug Anderson provided an overview of the Bond Issuance schedule.
- b. Rachlin Partners Report on Capital Projects Schedule – [Minute 1:08:40](#)
Andrew Ulmen provided an overview of the Capital Projects schedule.

- VI. Reporting & Communication Best Practices (Discussion) – [Minute 1:18:01](#)**
District Director Winslow introduced the discussion with a few questions. The group discussed the type of information that should be included in the reporting templates between the committees and the BOT, as well as communication with the public.
- VII. Future Meetings (Discussion) – [Minute 1:34:26](#)**
District Director Winslow introduced the discussion with a few questions. The group discussed their thoughts on frequency and structure of future meetings. Through the discussion, there seemed to be consensus to have quarterly meetings in this first year. ALD staff will send a meeting poll for something in September, possibly October.
- VIII. Adjournment**
Trustee Clark adjourned the meeting at 3:46 pm.



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

DEPARTMENT: Adult Services

MEETING DATE: June 28, 2021

PREPARED BY: Viktor Sjöberg

LOCATION: Virtual Meeting

In-Person Programming is Back!

In-person programming (pre-pandemic known as simply “programming”) is finally bringing neighbors together again. As far as adult programming at the Main Library, we started out by offering outdoor editions of two of our regular monthly programs.

Our first outdoor event in our “pocket park area” by the Main Library parking lot was the No Guilt Book Club meeting on May 8. Both No Guilt and the True Crime book club have been meeting monthly throughout the pandemic and while the True Crime book club prefers to continue meeting in person for the time being, those that attended No Guilt enjoyed being back in person again. Book club facilitator Helen Milner reported: “it was excellent! There were 7 of us and we agreed to meet outside FOREVER!”



May also saw the return of our Crochet Club craft program. This program had a regular following pre-COVID and we were happy to see that our May 15 event gathered the biggest number of participants to date and that nine of the eleven attendees were beginners. Library Assistant Mikayla Arevalo provided Start-Up Kits on how to make a scarf for beginners. The participants were excited to learn a new skill and are looking forward to the next gathering. Crochet Club meets every 3rd Saturday of the month from 10 am - 12 pm.

Pop Culture Pop-Up (Free Comic Books & Baby Yoda Craft)

Library Assistant Mark Parsons interviewed Joe Field, the originator of the national event Free Comic Book Day (FCBD) and a pioneering pop culture retailer. This interview is [available on our YouTube channel](#) and was timed to coincide with an outdoor event Mark organized with Youth Services Librarian Yvette Casillas in honor of May the Fourth Be With You Day, in tandem with our own "free comic book day 2021" comics giveaway. Due to the pandemic, the national Free Comic Book Day event did not take place in May this year, but we wanted to keep the tradition going. We had over 75 patrons, kids, teens and adults, come for their Baby Yoda craft kit made by Yvette. Mark shared: "I have had MANY fun and rewarding experiences in my 4 years at ALD but this one was just gangbusters with lovely, energetic exchanges with everyone who stopped by."

Little Free Library Connections Continue

In late May, a community member shared a post on a popular Altadena Facebook group where she explained how her Little Free Library had been vandalized. I reached out to her and asked if there is anything that the Altadena Library District can do to support her and her Little Free Library. She shared that "my wife and I are dedicated to adding BIPOC and LGBTQ books and comics to its shelves because we believe representation matters in all forms of media". Library Assistant Helen Milner was quick to follow up and put together a large box of expertly curated materials that corresponded perfectly with the Little Free Library steward's preferences. She was delighted and we were happy to be able to turn a negative situation into an opportunity for connection and continued support.



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

DEPARTMENT: Youth and Family Services

MEETING DATE: June 28, 2021

PREPARED BY: Mylinh Hamlington

LOCATION: Virtual Meeting

General Updates

- Amanda Toledo's last day with ALD was June 4th. She was an integral part of the district and YFS team and she will be greatly missed.
- Interview for a replacement full time Library Assistant will start June 17th.
- We spent much of May preparing for Our Summer and for the expanded reopening of the library

Grant Updates

- Amanda's Panel to Page books were printed and given out to participants. Copies of the book are available for checkout at Main and Bob Lucas. She also finished up her final report for the Ezra Jack Keats mini-grant which funded the project.
- Yvette has purchased the books and hardware for the State Library Virtual Programming grant. First Chapter Fridays and Family Book Club, two programs that are funded through this grant, start at the beginning of June
- With a lot of help from Technical Services, Yvette and I have completed putting together and cataloging the Read With Me kits. Each kit includes an Early Literacy tip sheet which were created by the YFS team and Diana. We decided to create four more Spanish Language kits, so we are waiting to roll out the kits in the branches until then. Kits for outreach/partner locations/mobile library are ready to go and we already have a few on the Curiosity Connection for checkout.

OurSummer

- During the month of May we finished all the planning and prep for Our Summer:
 - YFS staff recorded craft videos to go along with the craft supplies in each Summer Kit
 - Programs were planned and prepped, the Beanstack challenge was created, and Chloe helped us create all of the paper collateral.
 - We put together approximately 475 children's Summer Kits.
 - 108 kits were given to Pacific Clinics Early Head Start students and 25 were provided to 5 Acres for their residents.
 - 196 kits were distributed at Main the first Saturday of Our Summer, June 5th.
 - 88 kits were distributed during our 2-hour window of drive by pickup on Monday, June 7th.
 - The remainder of the kits were gone by the end of the week. A few families had heard about the kits from their neighbors and more than a couple heard about

the kits on NextDoor. There have still been requests for kits after running out, but we are unable to provide additional kits this year.

- Outdoor programs have been well attended and families are excited to have programs to participate in in-person.

Other Fun News

- Yvette encountered a rising 3rd grader from Aveson Elementary who was looking for community locations to post his Climate Change poster. She was happy to assist him and created a display on Climate Change in the children's area based on his poster. His design was inspired by his favorite animal, penguins, and his hope that their habitat does not disappear.



Climate Change display



Our Summer display created by Yvette



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

DEPARTMENT: Teen Services

MEETING DATE: June 28, 2021

PREPARED BY: Isabelle Briggs

LOCATION: Virtual Meeting

HIGHLIGHTS:

- May was the programming break before the start of Our Summer, so no programs were officially offered. D&D on the Discord server continued to meet independently of library facilitation and it was great seeing leadership and initiative from those participants.
- Teen Services had meetings with two of the short term residential therapeutic programs (STRTP) in Altadena, Five Acres and Bourne Family Services, to discuss plans for collaboration and mutual support. Both facilities are taking Our Summer kits for their residents totaling 53 kits delivered to youth. Through partnership with the Children's Guild of Pasadena, the YFS Team is delivering a customized summer reading program to elementary and middle schoolers at Five Acres' STRTP. Not only are these conversations and collaborations meeting an operational goal for the Teen Services department, but they have been exceedingly rewarding and informative. It is the hope that these relationships continue to grow so that the library can better serve all area youth, no matter their length of stay in Altadena. Both contacts at Five Acres and Bourne Family Services have expressed gratitude at being able to work with the library, and I am grateful to Michelle Hoskins at the Bob Lucas Branch for helping connect me with BFS.
- The "Our Summer Adventure Book" was sent to the printers! This summer, in lieu of a standard reading tracker, Teen Services produced an original activity book for teens in Altadena with the help of Chloe Cavelier and Aaron Kimbrell. The book includes a reading log, drawing and journal prompts, information on local representatives, quizzes, activity ideas, book recommendations, maps, a library event calendar, information on native plants found at the Bob Lucas Demo Garden, and more!





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

DEPARTMENT: Bob Lucas Branch

MEETING DATE: June 28, 2021

PREPARED BY: Diana Wong

LOCATION: Virtual Meeting

Bob Lucas Branch Services

- **Michelle and Modesta** traveled along Lincoln, Ventura, Harriet, Mendocino, Calaveras, Casitas and Tola this month distributing flyers house-to-house to promote the June 17th **Inspire Harmony** event at the Bob Lucas. Event is a full capacity with over 60 people anticipated to attend!
- **Modesta and Diana** signed up Los Primos, a restaurant serving up Michoacán specialties for the Read Local Shop Local program. They will be providing the food for the BL dinner conversation event.
- The **Virtual Tots Playdate** series comes to an end this May with 10 participants attending the final activity. The program was held monthly from January through May and a regular group of caregivers and their children attended each month.
- **Craft Hour with Michelle** will be back in-person this summer. She will be stationed with craft supplies up at Loma Alta park, near the equestrian area in June and July.
- The **Curiosity Connection** will make its first community appearance during the **Stories in Motion** at the Charles White Park. As Diana engages children and families with books and movement, Aaron will be meeting and talking to park-goers about the library and current offerings.

Adult Literacy Services

- The **Career Online High School** program has enrolled 1 participant into the program and she is working diligently at the library and at home to complete each module of the program.
- **ESL** is experiencing an uptick in participants this month. Over the past year, Modesta has been working regularly with 2-3 students. But, regular attendance grew to 8 participants in the past couple of months. And, the weekly Conversation group recently split into two pods, where our Literacy volunteer, Steve is working with the advanced group.

- **Reading Brings Joy**, a summer reading group for Adult Literacy participants will be starting next month. Diana will be meeting literacy participants at the Charles White Park every Friday morning through June and July for a reading and discussion of *Marley & Me*. This is the first reading group in the history of the Literacy program and Diana is excited to be more active in our learner's journey. We have high hopes for the activity to cultivate a sense of community and encourage other adult learners of the program.

Demonstration Gardens

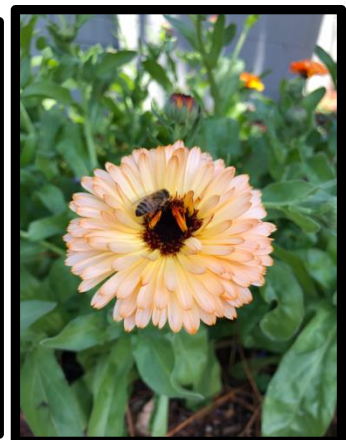
- Flowers, squash, peppers and cucumbers are coming in and some will soon be ready to pick! With regular watering, healthy soil and daily dotting on these guys, the plants in our edible garden are thriving. On the horizon is a volunteer crew run by Master Gardeners to perform regular maintenance to help keep the front and rear gardens at the BL in tip top shape.
- BL will continue to offer more gardening and educational experience for novice and expert gardeners alike. Starting in June, we proudly welcome Kat High, a Native Californian of Hupa descent, who will present on the cultural uses of CA native plants on Saturday, June 26. RSVP to claim a spot today!



Late-April



One month later





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

DEPARTMENT: Technical Services

MEETING DATE: June 28, 2021

PREPARED BY: Christopher Kellermeyer

LOCATION: Virtual Meeting

- Project AIO– still in discussion with cellular providers regarding their plans, infrastructure, upcoming government subsidies, and partnerships. We are going to touch base with cities and school districts implementing their towers.
- New Info. Desk computers were purchased for YFS; expected deployment in May.
- T.S. is evaluating savings opportunities and expanded services with Cloud Library's fresh newspaper/magazine feature.
- T.S. signed up for the Better World Books buyback program.
- Koha system has been upgraded to 20.05.
- Working with other departments to develop acquisition and weeding parameters for our Library of Things.
- Evaluating 360 VR camera for multimedia and streaming live events in 360 degrees.
- Purchased T Mobile 5G hotspot to provide wireless access to the public via the Mobile Library.
- Deployed 2 printers outside of print contract to proof of concept / prepare for contract expiration next year; this was paid using a grant for \$3,333 awarded to Youth and Family Services.



**BOARD OF LIBRARY TRUSTEES
DEPARTMENT REPORT FOR JUNE 2021**

DEPARTMENT: Facilities
PREPARED BY: Jonathan Arevalo

MEETING DATE: June 28, 2021
LOCATION: Virtual Meeting

Facilities Highlights for the Month of May:

The facilities team added an irrigation system to the vegetable planter boxes at both the Bob Lucas and Main Libraries. Drip lines were installed for water conservation. Additional irrigation lines were added to the South side of the Bob Lucas Library.



Tree maintenance was completed for the season at both the Main and Bob Lucas Libraries. This will help with the health of our trees and prevent any safety issues that could occur due to the weather conditions or other factors.

The ALD Mobile library was wrapped and shelving installed in preparation for our June launch. More to come about our mobile Library in the Facilities June report.





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

REPORT: Altadena Library Foundation

MEETING DATE: June 28, 2021

PREPARED BY: Bridget Brewster, *President*

LOCATION: Virtual Meeting

We've had a very good month since we met in May.

- We hosted a Donor Appreciation Event Sunday, June 13 in the library parking lot. In spite of the heat, Altadena library donors came out to celebrate the reveal our the Curiosity Connection. We were please to recognize all our donors and to offer special recognition from Supervisor Kathryn Barger's office to Cynthia Kumanchik's family. The event closed with positive remarks from Assemblymember Chris Holden.
- We have completed the position description for Foundation Manager and hope to post it in the next week, pending professional review.
- In addition to our award of the Tournament of Roses Foundation grant to support *Curiosity Connection*, we received \$5,000 from Supervisor Kathryn Barger and Assemblymember Chris Holden. We are hoping to hear positive news from State Senator Anthony Portantino and Congresswoman Judy Chiu.
- As you may have seen in our May newsletter, boy scouts from Troop #351 have committed to building 5 Little Libraries and to help raise funds to help with the costs.
- Plans are in the making for an information meeting for individuals who might wish to serve as a Director on our Foundation Board.

So, it's onward and upward for the Altadena Library Foundation. We are excited to begin planning for our 2021 Taste of 'Dena, which will be outdoors in our parking lot Saturday, September 28.

Photos of our Donor Appreciation Event:





**BOARD OF LIBRARY TRUSTEES
FRIENDS OF THE ALTADENA LIBRARY REPORT FOR JUNE 2021**

REPORT: Friends of the Altadena Library

MEETING DATE: June 28, 2021

PREPARED BY: Sallie Cruise, *President*

LOCATION: Virtual Meeting

The Friends held their Annual Meeting on June 5th and brought on a new slate of Office Holders. Claire Newman was elected Recording Secretary, Jannette Allen remained as Treasurer, Joy Strayer was elected Vice President, Marne Brown is now standing in for her as Joy is not available at the moment, and Sallie Cruise was elected President.

After the election the Friends were treated to a presentation of the CEO, Ann Miskey and the Senior Director, Shawn Morrissey of Union Station Homeless Services. The talk was enlightening, shocking, heartwarming and of great importance. It is now on the Library's YouTube channel and I would urge everyone to see it as it was marvelous.

During the meeting a virtual check of \$15,000.00 was handed virtually to Assistant Director, Viktor Sjoberg, which was a lot of fun. The physical check has now been delivered to Director, Nikki Winslow.

This amount is smaller than usual as the Pandemic shut us out of our three main earning streams. The Book Store, the Book Sales and sale of the books online. It is our main focus to get those three streams back in service as quickly as possible and will be holding a Book Sale very soon.



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

DEPARTMENT: Administration

MEETING DATE: June 28, 2021

PREPARED BY: Nikki Winslow

LOCATION: Virtual Zoom Meeting

Staffing Updates:

- a) Hires/Promotions: None
- b) Appointments: None
- c) Transfers: None
- d) Terminations: Ricardo Loza – Facilities Maintenance Worker – June 18, 2021
- e) Resignations/Retirements: Amanda Toledo – Youth and Family Services Library Assistant – June 4, 2021; Nicole Fabry – Administrative Services Manager – June 25, 2021; Chloé Cavalier d'Escavalles – Marketing & Community Engagement Manager – July 2, 2021

ALD was very sad to say goodbye to three **amazing** employees in June and early July. Amanda Toledo, our full-time Youth and Family Services Library Assistant (extraordinaire!) resigned her position so she can pursue her Master's Degree of Library and Information Science full time. She has been admirably juggling her very busy job and degree since last fall but decided she needed to fully devote herself to school. We are so grateful to Amanda for her leadership of the Youth and Family Services Department in 2019 when we were without a manager for several months. She was also a driving force in our EDI work in the last year and a half, leading the EDI Team and making sure we have been integrating these concepts in to all of the work that we do. We wish her the best of luck and know she is going to have a great impact on public librarianship in the near future!

Nicole Fabry, our Administrative Services Manager, resigned her position in pursuit of other opportunities. She was with ALD just over five years, starting with us as a part-time Staff Accountant, and progressively took on more work to eventually oversee our financial and human resources functions. She was integral to navigating the global pandemic this last year as well as helping us update many policies and procedures (and many more tasks!). As the Board is fully aware, Nicole has oversaw our budgeting processes for the last several years and has done a yeoman's job of it. She also led our Staff Recognition Team, including planning two Professional Development Days in the last year and organizing many staff morale boosting events to get us through a crazy year. She is going to be greatly missed by the staff and community. We also wish her great success in the next chapter of her story.

Our wonderful Marketing & Community Engagement Manager Chloé Cavalier resigned her position and her last day with us will be Friday, July 2nd. Chloé joined the team as a consultant back in 2016 and was hired on part-time in July 2017 as the Marketing & Communications Coordinator, with that being made a full-time position less than a year later. She was promoted to her current role by Interim Director Cindy Cleary in the summer of 2019 and has proved to be an integral member of our Management Team. If there is something that ALD is planning or involved in, you know Chloé has played some part in it, whether it was promotional materials, social media posting, leading the effort and more. Her enthusiasm and expertise are going to be sorely missed. We wish her the best as she pursues a Master's degree and everything else that is going to be part of her exciting future!

In-Person Services Continue

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

Passport Services will be expanding hours to include Saturdays starting on July 10. They continue to be booked out for weeks in advance due to the high demand for passports with travel restrictions being lifted in many places. In the month of May they had passport appointments with people from Altadena, Burbank, Canyon Country, Fresno, Gardena, Highland Park, La Canada, La Crescenta, Long Beach, Los Angeles, Monterrey Park, Pasadena, Pomona, South Pasadena, Sunland and Tujunga.

Statistical Update:

System-Wide Statistics FY20-21	July	August	September	October	November	December	January	February	March	April	May	
E-Resource Checkouts	6,313	5,897	5,587	5,215	5,058	3,635	4,852	4,959	4,657	4,589	5,821	
3-D Printouts	41	24	20	20	0	0	0	0	0	0	0	
Reference Sessions	60	108	123	332	231	114	128	114	133	163	128	
Live Chat Sessions	52	37	61	56	35	23	14	34	38	29	17	
Main Library Statistics												
Physical Collections Checkouts	3,263	4,650	7,111	6,467	5,543	1,234	1	1	4,891	5,348	6,173	
Library of Things	22	34	30	21	40	22	0	0	40	88	78	
Print from Home Transactions	0	0	0	0	1	0	0	0	0	0	0	
New Patrons	73	59	53	71	48	44	47	62	68	98	120	
Bob Lucas Statistics												
Physical Collection Checkout	186	382	622	603	786	101	1	1	207	676	1,002	
Library of Things	6	10	7	6	6	4	0	0	1	24	26	
Print from Home Transactions	0	0	0	0	1	0	0	0	2	1	0	
New Patrons	1	3	2	4	1	1	1	1	0	7	13	
Passport Services												
	CLOSED				Open 11/1-24		CLOSED					
Passports Processed					60				116	115	105	
Passport Photo Sessions					0				0	0	0	
Phone Calls Received					150				609	917	945	

Programs & Engagement

Mobile Library Unit Unveiled!

During the Altadena Library Foundation's Donor Recognition Event on Sunday, June 13, our wonderful Curiosity Connection Mobile Library Unit was officially revealed! Thank you so much to the Foundation Board of Directors and ALD staff that put together such a lovely event to recognize those that contribute to ALF and were pivotal in funding our library on wheels! We were also excited to have Assemblymember Chris Holden stop by to congratulate us on this new initiative and make a commitment to continue getting funding for our District.



Donors enjoying wine, food and conversation – such a beautiful setting for an event!



The Curiosity Connection about to be revealed!



The Bohland-Kumanchik Family honored for all of their Foundation support over the years!



Thanks to the Friends of the Altadena Libraries for their yearly contribution!



Assemblymember Holden and his wife Melanie With Town Council Member Veronica Jones

Inspire Harmony Events

Assistant Director Viktor Sjöberg and his Adult Services team organized three amazing in-person programs in June to bring the community back together outside and in a socially distanced way. I know he will cover it in his report next month so thought I would just share some photos from the first two events – they have received such amazing feedback!

MAIN LIBRARY – JUNE 10th



ALD Staff Welcoming Guests



Rhythms of the Village



El Patron Mexican Restaurant



Miss Mylinh entertaining our many kids in attendance



Margaret taking down aspirations

BOB LUCAS LIBRARY – JUNE 17th



Delicious food (and decoration) from Los Primos



Allan Wasserman Jazz Ensemble



Guests enjoying food & music



Miss Helen doing storytime



More community conversations



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

DEPARTMENT: Administration

MEETING DATE: June 28, 2021

PREPARED BY: Nicole Fabry

LOCATION: Virtual Meeting

TITLE: Summary Report of Financial Statements for April 2021

APRIL 2021 FINANCIAL STATEMENTS

The following financial reports are for the month of April 2021. The financial statements are unaudited. Currently we are at 83.33% 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 \$661,269.79. District cash and cash equivalents are \$3,892,797.79.

Total cash with the County is \$3,595,552.62. 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 \$6,106,273.66.

REVENUE HIGHLIGHTS

Property Taxes – the District saw an overall addition of \$5,594.37 to our property tax income.

4735 Designated – in April the District received \$6,500 from California State Library for a copycat grant for Youth & Family Services programming. The District also received \$7,085.11 in grant funding from Foothill Municipal Water District as reimbursement for work completed on the Demonstration Garden at Bob Lucas Branch.

4340 – a total of \$6,090 was received in Passports revenue for both checks and deferred credit card payments.

4915 Film Rental Revenue – a total of \$9,750 was received from two film production companies for the rental of the Main parking lot.

EXPENDITURE HIGHLIGHTS

Account 7320 – a final payment of \$6,819.19 was made to NIC partners for grant-funded Internet upgrades.

Account 7180 – a total of \$6,581.94 was paid to Apple to replace end-of-life staff laptops and equipment needed as a result of expanded telework due to the pandemic.

Account 6260 – a total of \$2,659.09 was spent on Our Summer kit supplies for Youth & Family services.

PAYMENTS FROM SUPPORT ORGANIZATIONS

None to report.

Altadena Library District

Balance Sheet

As of April 30, 2021

	Apr 30, 21
ASSETS	
Current Assets	
Checking/Savings	
Cash & Cash Equivalents	
Cash in Banks	
1001 · Pacific West - Checking	280,085.20
1002 · Pacific West - MMA	15,764.48
1046 · PayPal	545.49
Total Cash in Banks	296,395.17
Cash on Hand	
1080 · Petty Cash	500.00
1081 · Cash Register - Main	150.00
1082 · Petty Cash - Branch	100.00
1083 · Cash Register - Branch	100.00
Total Cash on Hand	850.00
Cash with County	
1010.00 · Cash in County Treasury	3,586,094.93
1013 · FMV - COLA Funds	9,457.69
Total Cash with County	3,595,552.62
Total Cash & Cash Equivalents	3,892,797.79
Total Checking/Savings	3,892,797.79
Other Current Assets	
Property Tax Receivables (COLA)	
1400 · PT Receivable-Current Secured	388,248.00
1410 · PT Receivable-Current Unsecured	(1,179.01)
Total Property Tax Receivables (COLA)	387,068.99
1430 · Parcel Assessment Receivable	132,396.79
Total Other Current Assets	519,465.78
Total Current Assets	4,412,263.57
Fixed Assets	
Capital Assets	
Accumulated Depreciation	
1800 · Accum Depr (S & I)	(1,163,680.68)
1900 · Accum Depr (FF & E)	(109,838.88)
Total Accumulated Depreciation	(1,273,519.56)
Depreciable Assets	
1550 · Structures & Improvements	1,722,477.96
1700 · Furniture, Fixtures & Equipment	202,498.41
Total Depreciable Assets	1,924,976.37
Non-Depreciable Assets	
1500 · Land	77,280.28
1510 · Artwork	102,500.00
Total Non-Depreciable Assets	179,780.28
Total Capital Assets	831,237.09
Total Fixed Assets	831,237.09

Altadena Library District

Balance Sheet

As of April 30, 2021

	Apr 30, 21
Other Assets	
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
Total Other Assets	862,773.00
TOTAL ASSETS	6,106,273.66
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	25,108.49
Total Accounts Payable	25,108.49
Credit Cards	
2009 · UMB Credit Card	79,625.89
Total Credit Cards	79,625.89
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)	28.93
2100.04 · CalPers PEPRA (EE Ded)	3,338.09
2100.07 · CalPers 457 (EE Contribution)	1,643.92
2100.08 · CalPers 457 (EE Loan Repayment)	0.36
2100.09 · Disability Insurance	(232.54)
Total 2100 · Payroll Payable	17,594.75
Total Other Current Liabilities	129,841.62
Total Current Liabilities	234,576.00
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	4,320,301.00
Equity	
3300 · Retained Earnings	1,124,702.87
Net Income	661,269.79
Total Equity	1,785,972.66
TOTAL LIABILITIES & EQUITY	6,106,273.66

Altadena Library District
Profit & Loss Budget v.s. Actual
July 2020 through April 2021

	Jul '20 - Apr 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
DONATIONS AND GRANTS				
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	360,219.88	346,000.00	14,219.88	104.1%
4740 · CA Library Literacy Services	21,219.00	21,000.00	219.00	101.0%
Total DONATIONS AND GRANTS	441,488.88	427,000.00	14,488.88	103.4%
FINES & FEES				
4305 · Fees	656.41	1,000.00	(343.59)	65.6%
4310 · MFM / Printer Revenue	160.47	1,000.00	(839.53)	16.0%
4340 · Passport Services Fees	9,275.00	25,000.00	(15,725.00)	37.1%
4350 · Sales of Products		1,000.00	(1,000.00)	
Total FINES & FEES	10,091.88	28,000.00	(17,908.12)	36.0%
INTEREST INCOME & ADJUSTMENTS				
4210 · Interest Income (Savings)	2.54		2.54	100.0%
Total INTEREST INCOME & ADJUSTMENTS	2.54		2.54	100.0%
OTHER REVENUE & ADJUSTMENT				
4910 · Miscellaneous Income	227.00			
4915 · Film Rental Revenue	16,892.80	7,000.00	9,892.80	241.3%
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)	
Total OTHER REVENUE & ADJUSTMENT	17,119.80	78,950.00	(61,830.20)	21.7%
PROPERTY TAXES				
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			
Total 4010 · Current-Year Secured	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)	
Total 4020 · Current-Year Unsecured	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	(22,643.98)			
Total 4030 · Prior-Year Secured	(46,066.83)			
4040 · Prior-Year Unsecured				
4040.00 · Prior Unsecured	(10,884.62)			
4040 · Prior-Year Unsecured - Other	0.01			
Total 4040 · Prior-Year Unsecured	(10,884.61)			
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	875,400.00	2,912.10	100.3%
Total 4060 · Special Assessment	878,312.10	875,400.00	2,912.10	100.3%
4070 · Supplemental Current				
4010.03 · SB 813 Supplemental	13,297.09			
Total 4070 · Supplemental Current	13,297.09			

Altadena Library District
Profit & Loss Budget v.s. Actual
July 2020 through April 2021

	Jul '20 - Apr 21	Budget	\$ Over Budget	% of Budget
4075 · Supplemental Prior				
4030.03 · SB 813 Redemption	4,354.59			
Total 4075 · Supplemental Prior	4,354.59			
4080 · Penalties, Interest & Costs-Ref	11,242.74	10,000.00	1,242.74	112.4%
4200 · Interest Income - County of LA	8,032.68	6,000.00	2,032.68	133.9%
Total PROPERTY TAXES	3,679,674.67	3,697,600.00	(17,925.33)	99.5%
Total Income	4,148,377.77	4,231,550.00	(83,172.23)	98.0%
Expense				
CAPITAL EXPENSE				
7310 · Equipment, Furniture & Fixtures	69,195.41	76,000.00	(6,804.59)	91.0%
7320 · Structures & Improvements	366,976.69	385,000.00	(18,023.31)	95.3%
Total CAPITAL EXPENSE	436,172.10	461,000.00	(24,827.90)	94.6%
FACILITIES, GROUNDS & MAINT.				
7205 · Maintenance Contracts	9,282.31	14,000.00	(4,717.69)	66.3%
7210 · Building Maint & Repairs	7,740.87	20,000.00	(12,259.13)	38.7%
7220 · Landscape	18,859.32	24,000.00	(5,140.68)	78.6%
Total FACILITIES, GROUNDS & MAINT.	35,882.50	58,000.00	(22,117.50)	61.9%
LIBRARY MATERIALS				
6110 · Cataloging Expenses	3,388.01	6,000.00	(2,611.99)	56.5%
6115 · Electronic Databases & Subscrip	14,968.60	28,000.00	(13,031.40)	53.5%
6120 · Books	115,406.02	127,200.00	(11,793.98)	90.7%
6125 · Audio CD	7,806.41	9,500.00	(1,693.59)	82.2%
6130 · DVD's & Videogames	15,869.36	19,950.00	(4,080.64)	79.5%
6140 · Periodicals	11,851.82	15,000.00	(3,148.18)	79.0%
6150 · Downloadables	55,711.17	77,350.00	(21,638.83)	72.0%
6155 · Library of Things	1,101.65	4,000.00	(2,898.35)	27.5%
Total LIBRARY MATERIALS	226,103.04	287,000.00	(60,896.96)	78.8%
MISCELLANEOUS EXPENSE				
7510 · Miscellaneous Expense	400.00			
7540 · Trustee Election	94,297.50	120,000.00	(25,702.50)	78.6%
Total MISCELLANEOUS EXPENSE	94,697.50	120,000.00	(25,302.50)	78.9%
OPERATING EXPENSES				
ADVERTISING & MARKETING				
6618 · Recruitment	716.25	1,500.00	(783.75)	47.8%
6627 · Advertising / Marketing	5,446.42	7,000.00	(1,553.58)	77.8%
Total ADVERTISING & MARKETING	6,162.67	8,500.00	(2,337.33)	72.5%
FEES				
6745 · Banking & Service Fees	483.43	1,000.00	(516.57)	48.3%
6746 · Payroll Fees	7,888.46	10,200.00	(2,311.54)	77.3%
7530 · County Tax Collection Fees	41,460.33	36,400.00	5,060.33	113.9%
Total FEES	49,832.22	47,600.00	2,232.22	104.7%
INSURANCE				
6430 · Insurance-Gen, Prop, Liab, Eq	50,017.18	48,800.00	1,217.18	102.5%
6432 · Earthquake Insurance	33,102.25	33,100.00	2.25	100.0%
Total INSURANCE	83,119.43	81,900.00	1,219.43	101.5%

Altadena Library District
Profit & Loss Budget v.s. Actual
July 2020 through April 2021

	Jul '20 - Apr 21	Budget	\$ Over Budget	% of Budget
STAFF COSTS & PROF. DEVELOPMENT				
6623 · Trustee Prof. Development	521.70	500.00	21.70	104.3%
6625 · Training & Education	5,480.48	5,000.00	480.48	109.6%
6626 · Staff Recognition	1,623.12	2,000.00	(376.88)	81.2%
6710 · Meetings & Travel	2,027.17	3,000.00	(972.83)	67.6%
6730 · Mileage & Parking Reimbursement		1,000.00	(1,000.00)	
Total STAFF COSTS & PROF. DEVELOPMENT	9,652.47	11,500.00	(1,847.53)	83.9%
UTILITIES				
6920 · Electricity	35,290.80	41,000.00	(5,709.20)	86.1%
6930 · Natural Gas	5,020.56	5,500.00	(479.44)	91.3%
6940 · Water & Sewage	5,991.63	7,000.00	(1,008.37)	85.6%
6950 · Refuse	4,640.52	5,500.00	(859.48)	84.4%
Total UTILITIES	50,943.51	59,000.00	(8,056.49)	86.3%
6620 · Membership Dues & Subscriptions	17,316.25	14,000.00	3,316.25	123.7%
6740 · Postage & Delivery	748.50	2,000.00	(1,251.50)	37.4%
6750 · Printing & Reproduction	5,395.46	6,000.00	(604.54)	89.9%
6755 · Small Equipment	3,811.67	4,000.00	(188.33)	95.3%
6765 · Janitorial Supplies	4,555.81	9,000.00	(4,444.19)	50.6%
6770 · Operating Supplies	13,553.88	19,000.00	(5,446.12)	71.3%
6775 · Technical Services Supplies	1,423.47	3,000.00	(1,576.53)	47.4%
6780 · Operating Software	434.85	500.00	(65.15)	87.0%
6960 · Sales of Products		200.00	(200.00)	
6970 · Equipment Lease & Rental	17,897.31	20,000.00	(2,102.69)	89.5%
Total OPERATING EXPENSES	264,847.50	286,200.00	(21,352.50)	92.5%
PERSONNEL RELATED EXPENSES				
5000 · SALARIES & WAGES				
5010 · Salaried	627,815.38	783,300.00	(155,484.62)	80.2%
5020 · Hourly	899,924.76	1,099,100.00	(199,175.24)	81.9%
Total 5000 · SALARIES & WAGES	1,527,740.14	1,882,400.00	(354,659.86)	81.2%
5100 · Employer-Portion Taxes/Benefits				
5120 · Payroll Taxes (ER)	122,613.90	155,600.00	(32,986.10)	78.8%
5210 · PERS Retirement				
5210.01 · CalPers CLASSIC (ER Contr)	21,410.80	25,300.00	(3,889.20)	84.6%
5210.02 · CalPers PEPRA (ER Contr)	76,080.19	99,300.00	(23,219.81)	76.6%
5218 · PERS Unfunded	168,617.00	168,700.00	(83.00)	100.0%
Total 5210 · PERS Retirement	266,107.99	293,300.00	(27,192.01)	90.7%
5222 · OPEB Contribution		60,000.00	(60,000.00)	
Total 5100 · Employer-Portion Taxes/Benefits	388,721.89	508,900.00	(120,178.11)	76.4%
5200 · Insurance				
5220 · Health Insurance	97,889.37	132,000.00	(34,110.63)	74.2%
5221 · Health Insurance - Retirees	61,216.98	71,700.00	(10,483.02)	85.4%
5230 · Dental Insurance	10,646.69	12,200.00	(1,553.31)	87.3%
5240 · Vision Insurance	4,135.49	4,900.00	(764.51)	84.4%
5260 · Life Insurance	1,208.69	1,400.00	(191.31)	86.3%
5270 · Workers' Compensation	49,825.96	49,850.00	(24.04)	100.0%
Total 5200 · Insurance	224,923.18	272,050.00	(47,126.82)	82.7%
Total PERSONNEL RELATED EXPENSES	2,141,385.21	2,663,350.00	(521,964.79)	80.4%

Altadena Library District
Profit & Loss Budget v.s. Actual
 July 2020 through April 2021

	Jul '20 - Apr 21	Budget	\$ Over Budget	% of Budget
PROFESSIONAL & TECHNICAL				
INFORMATION TECHNOLOGY (IT)				
7170 · Telecommunications	7,692.83	9,500.00	(1,807.17)	81.0%
7175 · Internet Service / E-Rate	25,567.78	53,000.00	(27,432.22)	48.2%
7180 · Technology Equipment	28,568.05	25,000.00	3,568.05	114.3%
7185 · Technology Maintenance Fees	16,094.01	18,500.00	(2,405.99)	87.0%
7190 · Website Development	316.92	500.00	(183.08)	63.4%
Total INFORMATION TECHNOLOGY (IT)	78,239.59	106,500.00	(28,260.41)	73.5%
PROFESSIONAL SERVICES				
7125 · Audit and Financial Consulting	55,281.60	90,000.00	(34,718.40)	61.4%
7130 · Legal Fees	35,529.63	45,000.00	(9,470.37)	79.0%
7155 · Consultants - Other	27,771.15	66,700.00	(38,928.85)	41.6%
Total PROFESSIONAL SERVICES	118,582.38	201,700.00	(83,117.62)	58.8%
Total PROFESSIONAL & TECHNICAL	196,821.97	308,200.00	(111,378.03)	63.9%
PROGRAMS				
6200 · Youth Services	6,899.32	4,600.00	2,299.32	150.0%
6210 · Teen Services	4,264.53	5,500.00	(1,235.47)	77.5%
6220 · Adult Services	4,609.36	10,000.00	(5,390.64)	46.1%
6230 · Bob Lucas Branch Services	5,721.88	6,400.00	(678.12)	89.4%
6240 · Literacy Services	5,370.51	7,550.00	(2,179.49)	71.1%
6250 · Volunteer Services	376.30	1,000.00	(623.70)	37.6%
6260 · Summer Reading	3,759.73	10,000.00	(6,240.27)	37.6%
6270 · Mobile Library	196.53	2,750.00	(2,553.47)	7.1%
Total PROGRAMS	31,198.16	47,800.00	(16,601.84)	65.3%
Total Expense	3,427,107.98	4,231,550.00	(804,442.02)	81.0%
Net Ordinary Income	721,269.79		721,269.79	100.0%
Net Income	721,269.79		721,269.79	100.0%

Altadena Library District
 Profit & Loss
 April 2021

	<u>Apr 21</u>
Ordinary Income/Expense	
Income	
DONATIONS AND GRANTS	
4735 · Designated	13,585.11
Total DONATIONS AND GRANTS	<u>13,585.11</u>
FINES & FEES	
4305 · Fees	88.95
4310 · MFM / Printer Revenue	126.02
4340 · Passport Services Fees	6,090.00
Total FINES & FEES	<u>6,304.97</u>
INTEREST INCOME & ADJUSTMENTS	
4210 · Interest Income (Savings)	0.26
Total INTEREST INCOME & ADJUSTMENTS	<u>0.26</u>
OTHER REVENUE & ADJUSTMENT	
4915 · Film Rental Revenue	9,750.00
Total OTHER REVENUE & ADJUSTMENT	<u>9,750.00</u>
PROPERTY TAXES	
4030 · Prior-Year Secured	
4030.00 · Prior Secured	
4030.05 · Secured Tax Refunds	(394.43)
Total 4030 · Prior-Year Secured	<u>(394.43)</u>
4040 · Prior-Year Unsecured	0.01
4060 · Special Assessment	
4060.01 · Per Parcel Benefit Assessment	
Total 4060 · Special Assessment	
4070 · Supplemental Current	
4010.03 · SB 813 Supplemental	4,516.51
Total 4070 · Supplemental Current	<u>4,516.51</u>
4075 · Supplemental Prior	
4030.03 · SB 813 Redemption	
Total 4075 · Supplemental Prior	
4080 · Penalties, Interest & Costs-Ref	(0.09)
4200 · Interest Income - County of LA	1,472.37
Total PROPERTY TAXES	<u>5,594.37</u>
Total Income	35,234.71
Expense	
CAPITAL EXPENSE	
7320 · Structures & Improvements	6,819.19
Total CAPITAL EXPENSE	<u>6,819.19</u>
FACILITIES, GROUNDS & MAINT.	
7205 · Maintenance Contracts	431.51
7210 · Building Maint & Repairs	262.98
7220 · Landscape	758.31
Total FACILITIES, GROUNDS & MAINT.	<u>1,452.80</u>

Altadena Library District

Profit & Loss

06/08/21

April 2021

Accrual Basis

	Apr 21
LIBRARY MATERIALS	
6115 · Electronic Databases & Subscrip	199.33
6120 · Books	26,447.36
6125 · Audio CD	426.85
6130 · DVD's & Videogames	151.94
6140 · Periodicals	257.22
6150 · Downloadables	28,407.16
Total LIBRARY MATERIALS	55,889.86
OPERATING EXPENSES	
ADVERTISING & MARKETING	
6618 · Recruitment	46.25
6627 · Advertising / Marketing	430.68
Total ADVERTISING & MARKETING	476.93
FEES	
6745 · Banking & Service Fees	181.91
6746 · Payroll Fees	1,138.46
7530 · County Tax Collection Fees	6,094.43
Total FEES	7,414.80
INSURANCE	
6430 · Insurance-Gen, Prop, Liab, Eq	989.40
Total INSURANCE	989.40
STAFF COSTS & PROF. DEVELOPMENT	
6623 · Trustee Prof. Development	175.00
6625 · Training & Education	526.00
6626 · Staff Recognition	234.84
6710 · Meetings & Travel	426.82
Total STAFF COSTS & PROF. DEVELOPMENT	1,362.66
UTILITIES	
6920 · Electricity	7,402.32
6930 · Natural Gas	2,034.62
6940 · Water & Sewage	501.35
6950 · Refuse	367.23
Total UTILITIES	10,305.52
6620 · Membership Dues & Subscriptions	205.00
6740 · Postage & Delivery	22.16
6750 · Printing & Reproduction	701.44
6755 · Small Equipment	24.08
6765 · Janitorial Supplies	1,431.14
6770 · Operating Supplies	2,187.46
6775 · Technical Services Supplies	85.54
6780 · Operating Software	74.97
6970 · Equipment Lease & Rental	1,792.88
Total OPERATING EXPENSES	27,073.98
PERSONNEL RELATED EXPENSES	
5000 · SALARIES & WAGES	
5010 · Salaried	59,088.00
5020 · Hourly	83,580.33
Total 5000 · SALARIES & WAGES	142,668.33
5100 · Employer-Portion Taxes/Benefits	
5120 · Payroll Taxes (ER)	10,581.98

Altadena Library District
Profit & Loss
 April 2021

	<u>Apr 21</u>
5210 · PERS Retirement	
5210.01 · CalPers CLASSIC (ER Contr)	3,425.30
5210.02 · CalPers PEPRA (ER Contr)	11,999.51
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Total 5210 · PERS Retirement	15,424.81
5222 · OPEB Contribution	60,000.00
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Total 5100 · Employer-Portion Taxes/Benefits	86,006.79
5200 · Insurance	
5220 · Health Insurance	10,591.32
5221 · Health Insurance - Retirees	6,265.31
5230 · Dental Insurance	1,466.28
5240 · Vision Insurance	1,372.83
5260 · Life Insurance	272.78
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Total 5200 · Insurance	19,968.52
Total PERSONNEL RELATED EXPENSES	248,643.64
PROFESSIONAL & TECHNICAL	
INFORMATION TECHNOLOGY (IT)	
7170 · Telecommunications	789.49
7180 · Technology Equipment	6,581.94
7185 · Technology Maintenance Fees	73.12
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Total INFORMATION TECHNOLOGY (IT)	7,444.55
PROFESSIONAL SERVICES	
7125 · Audit and Financial Consulting	1,770.50
7130 · Legal Fees	3,802.80
7155 · Consultants - Other	400.00
	<hr/>
Total PROFESSIONAL SERVICES	5,973.30
Total PROFESSIONAL & TECHNICAL	13,417.85
PROGRAMS	
6200 · Youth Services	1,341.01
6210 · Teen Services	663.81
6220 · Adult Services	232.70
6230 · Bob Lucas Branch Services	633.63
6240 · Literacy Services	334.93
6260 · Summer Reading	2,659.09
6270 · Mobile Library	102.03
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Total PROGRAMS	5,967.20
Total Expense	359,264.52
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Net Ordinary Income	(324,029.81)
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Net Income	<u>(324,029.81)</u>

Altadena Library District
Profit & Loss Prev Year Comparison
July 2020 through April 2021

	Jul '20 - Apr 21	Jul '19 - Apr 20	\$ Change	% Change
Ordinary Income/Expense				
Income				
DONATIONS AND GRANTS				
4705 · Altadena Library Foundation	32,000.00	10,800.00	21,200.00	196.3%
4710 · Friends of the Library	28,000.00	34,500.00	(6,500.00)	(18.8)%
4730 · Undesignated	50.00	22.17	27.83	125.5%
4735 · Designated	360,219.88		360,219.88	100.0%
4740 · CA Library Literacy Services	21,219.00	18,000.00	3,219.00	17.9%
Total DONATIONS AND GRANTS	441,488.88	63,322.17	378,166.71	597.2%
FINES & FEES				
4305 · Fees	656.41	3,873.59	(3,217.18)	(83.1)%
4310 · MFM / Printer Revenue	160.47	8,415.43	(8,254.96)	(98.1)%
4340 · Passport Services Fees	9,275.00	85,015.00	(75,740.00)	(89.1)%
4350 · Sales of Products		1,252.00	(1,252.00)	(100.0)%
Total FINES & FEES	10,091.88	98,556.02	(88,464.14)	(89.8)%
INTEREST INCOME & ADJUSTMENTS				
4210 · Interest Income (Savings)	2.54	43.20	(40.66)	(94.1)%
Total INTEREST INCOME & ADJUSTMENTS	2.54	43.20	(40.66)	(94.1)%
OTHER REVENUE & ADJUSTMENT				
4910 · Miscellaneous Income	227.00	5,850.41	(5,623.41)	(96.1)%
4915 · Film Rental Revenue	16,892.80		16,892.80	100.0%
4930 · E-Rate Revenue				
4999 · Credit Card Rebates		5,000.00	(5,000.00)	(100.0)%
Total OTHER REVENUE & ADJUSTMENT	17,119.80	10,850.41	6,269.39	57.8%
PROPERTY TAXES				
4010 · Current-Year Secured				
4010.00 · Current Secured		2,576,019.39	(2,576,019.39)	(100.0)%
4010 · Current-Year Secured - Other	2,726,040.40		2,726,040.40	100.0%
Total 4010 · Current-Year Secured	2,726,040.40	2,576,019.39	150,021.01	5.8%
4020 · Current-Year Unsecured				
4020.00 · Current Unsecured	88,920.24	86,918.20	2,002.04	2.3%
Total 4020 · Current-Year Unsecured	88,920.24	86,918.20	2,002.04	2.3%
4030 · Prior-Year Secured				
4030.00 · Prior Secured	(23,422.85)	(9,374.33)	(14,048.52)	(149.9)%
4030.05 · Secured Tax Refunds	(22,643.98)	(29,110.92)	6,466.94	22.2%
Total 4030 · Prior-Year Secured	(46,066.83)	(38,485.25)	(7,581.58)	(19.7)%
4040 · Prior-Year Unsecured				
4040.00 · Prior Unsecured	(10,884.62)	(6,056.28)	(4,828.34)	(79.7)%
4040 · Prior-Year Unsecured - Other	0.01		0.01	100.0%
Total 4040 · Prior-Year Unsecured	(10,884.61)	(6,056.28)	(4,828.33)	(79.7)%
4050 · Homeowners Exemption	6,426.27	6,635.78	(209.51)	(3.2)%
4060 · Special Assessment				
4060.01 · Per Parcel Benefit Assessment	878,312.10	848,347.37	29,964.73	3.5%
4060.02 · Direct Assessments		402.45	(402.45)	(100.0)%
Total 4060 · Special Assessment	878,312.10	848,749.82	29,562.28	3.5%
4070 · Supplemental Current				
4010.03 · SB 813 Supplemental	13,297.09	17,522.67	(4,225.58)	(24.1)%
Total 4070 · Supplemental Current	13,297.09	17,522.67	(4,225.58)	(24.1)%

Altadena Library District
Profit & Loss Prev Year Comparison
July 2020 through April 2021

	Jul '20 - Apr 21	Jul '19 - Apr 20	\$ Change	% Change
4075 · Supplemental Prior				
4030.03 · SB 813 Redemption	4,354.59	3,890.06	464.53	11.9%
Total 4075 · Supplemental Prior	4,354.59	3,890.06	464.53	11.9%
4080 · Penalties, Interest & Costs-Ref	11,242.74	8,938.24	2,304.50	25.8%
4200 · Interest Income - County of LA	8,032.68	24,402.80	(16,370.12)	(67.1)%
Total PROPERTY TAXES	3,679,674.67	3,528,535.43	151,139.24	4.3%
Total Income	4,148,377.77	3,701,307.23	447,070.54	12.1%
Expense				
CAPITAL EXPENSE				
7310 · Equipment, Furniture & Fixtures	69,195.41	20,232.30	48,963.11	242.0%
7320 · Structures & Improvements	366,976.69	58,481.86	308,494.83	527.5%
Total CAPITAL EXPENSE	436,172.10	78,714.16	357,457.94	454.1%
FACILITIES, GROUNDS & MAINT.				
7205 · Maintenance Contracts	9,282.31	11,058.88	(1,776.57)	(16.1)%
7210 · Building Maint & Repairs	7,740.87	22,662.97	(14,922.10)	(65.8)%
7220 · Landscape	18,859.32	15,177.13	3,682.19	24.3%
Total FACILITIES, GROUNDS & MAINT.	35,882.50	48,898.98	(13,016.48)	(26.6)%
LIBRARY MATERIALS				
6110 · Cataloging Expenses	3,388.01	10,375.21	(6,987.20)	(67.4)%
6115 · Electronic Databases & Subscrip	14,968.60	20,532.92	(5,564.32)	(27.1)%
6120 · Books	115,406.02	113,641.94	1,764.08	1.6%
6125 · Audio CD	7,806.41	1,498.42	6,307.99	421.0%
6130 · DVD's & Videogames	15,869.36	28,859.63	(12,990.27)	(45.0)%
6135 · Processing of Materials		41,226.63	(41,226.63)	(100.0)%
6140 · Periodicals	11,851.82	15,065.60	(3,213.78)	(21.3)%
6150 · Downloadables	55,711.17	13,916.52	41,794.65	300.3%
6155 · Library of Things	1,101.65	9.84	1,091.81	11,095.6%
Total LIBRARY MATERIALS	226,103.04	245,126.71	(19,023.67)	(7.8)%
MISCELLANEOUS EXPENSE				
7510 · Miscellaneous Expense	400.00	560.21	(160.21)	(28.6)%
7540 · Trustee Election	94,297.50		94,297.50	100.0%
Total MISCELLANEOUS EXPENSE	94,697.50	560.21	94,137.29	16,803.9%
OPERATING EXPENSES				
ADVERTISING & MARKETING				
6618 · Recruitment	716.25	1,924.19	(1,207.94)	(62.8)%
6627 · Advertising / Marketing	5,446.42	4,292.66	1,153.76	26.9%
Total ADVERTISING & MARKETING	6,162.67	6,216.85	(54.18)	(0.9)%
FEES				
6745 · Banking & Service Fees	483.43	1,581.90	(1,098.47)	(69.4)%
6746 · Payroll Fees	7,888.46	7,150.00	738.46	10.3%
7530 · County Tax Collection Fees	41,460.33	38,986.24	2,474.09	6.4%
Total FEES	49,832.22	47,718.14	2,114.08	4.4%
INSURANCE				
6430 · Insurance-Gen, Prop, Liab, Eq	50,017.18	33,011.34	17,005.84	51.5%
6432 · Earthquake Insurance	33,102.25	30,370.00	2,732.25	9.0%
Total INSURANCE	83,119.43	63,381.34	19,738.09	31.1%

Altadena Library District
Profit & Loss Prev Year Comparison
 July 2020 through April 2021

	Jul '20 - Apr 21	Jul '19 - Apr 20	\$ Change	% Change
STAFF COSTS & PROF. DEVELOPMENT				
6623 · Trustee Prof. Development	521.70	240.00	281.70	117.4%
6625 · Training & Education	5,480.48	11,744.94	(6,264.46)	(53.3)%
6626 · Staff Recognition	1,623.12	2,594.80	(971.68)	(37.5)%
6710 · Meetings & Travel	2,027.17	9,488.60	(7,461.43)	(78.6)%
6730 · Mileage & Parking Reimbursement	—	1,748.94	(1,748.94)	(100.0)%
Total STAFF COSTS & PROF. DEVELOPMENT	9,652.47	25,817.28	(16,164.81)	(62.6)%
UTILITIES				
6920 · Electricity	35,290.80	29,535.94	5,754.86	19.5%
6930 · Natural Gas	5,020.56	2,342.79	2,677.77	114.3%
6940 · Water & Sewage	5,991.63	5,655.43	336.20	5.9%
6950 · Refuse	4,640.52	5,254.83	(614.31)	(11.7)%
Total UTILITIES	50,943.51	42,788.99	8,154.52	19.1%
6620 · Membership Dues & Subscriptions	17,316.25	10,149.61	7,166.64	70.6%
6740 · Postage & Delivery	748.50	8,007.10	(7,258.60)	(90.7)%
6750 · Printing & Reproduction	5,395.46	2,209.77	3,185.69	144.2%
6755 · Small Equipment	3,811.67	2,969.75	841.92	28.4%
6765 · Janitorial Supplies	4,555.81	5,803.03	(1,247.22)	(21.5)%
6770 · Operating Supplies	13,553.88	12,200.55	1,353.33	11.1%
6775 · Technical Services Supplies	1,423.47	3,866.26	(2,442.79)	(63.2)%
6780 · Operating Software	434.85	1,632.38	(1,197.53)	(73.4)%
6960 · Sales of Products	—	86.78	(86.78)	(100.0)%
6970 · Equipment Lease & Rental	17,897.31	17,918.28	(20.97)	(0.1)%
Total OPERATING EXPENSES	264,847.50	250,766.11	14,081.39	5.6%
PERSONNEL RELATED EXPENSES				
5000 · SALARIES & WAGES				
5010 · Salaried	627,815.38	282,689.46	345,125.92	122.1%
5020 · Hourly	899,924.76	1,129,691.30	(229,766.54)	(20.3)%
Total 5000 · SALARIES & WAGES	1,527,740.14	1,412,380.76	115,359.38	8.2%
5100 · Employer-Portion Taxes/Benefits				
5120 · Payroll Taxes (ER)	122,613.90	117,896.81	4,717.09	4.0%
5210 · PERS Retirement				
5210.01 · CalPers CLASSIC (ER Contr)	21,410.80	18,495.57	2,915.23	15.8%
5210.02 · CalPers PEPPRA (ER Contr)	76,080.19	60,962.19	15,118.00	24.8%
5218 · PERS Unfunded	168,617.00	147,894.00	20,723.00	14.0%
Total 5210 · PERS Retirement	266,107.99	227,351.76	38,756.23	17.1%
Total 5100 · Employer-Portion Taxes/Benefits	388,721.89	345,248.57	43,473.32	12.6%
5200 · Insurance				
5220 · Health Insurance	97,889.37	99,560.32	(1,670.95)	(1.7)%
5221 · Health Insurance - Retirees	61,216.98	54,910.28	6,306.70	11.5%
5230 · Dental Insurance	10,646.69	12,322.79	(1,676.10)	(13.6)%
5240 · Vision Insurance	4,135.49	3,273.55	861.94	26.3%
5260 · Life Insurance	1,208.69	1,253.54	(44.85)	(3.6)%
5270 · Workers' Compensation	49,825.96	31,233.41	18,592.55	59.5%
Total 5200 · Insurance	224,923.18	202,553.89	22,369.29	11.0%
Total PERSONNEL RELATED EXPENSES	2,141,385.21	1,960,183.22	181,201.99	9.2%

Altadena Library District
Profit & Loss Prev Year Comparison
 July 2020 through April 2021

	Jul '20 - Apr 21	Jul '19 - Apr 20	\$ Change	% Change
PROFESSIONAL & TECHNICAL				
INFORMATION TECHNOLOGY (IT)				
7135 · Technology Consulting		3,500.00	(3,500.00)	(100.0)%
7170 · Telecommunications	7,692.83	8,347.37	(654.54)	(7.8)%
7175 · Internet Service / E-Rate	25,567.78	20,934.84	4,632.94	22.1%
7180 · Technology Equipment	28,568.05	8,375.17	20,192.88	241.1%
7185 · Technology Maintenance Fees	16,094.01	17,979.95	(1,885.94)	(10.5)%
7190 · Website Development	316.92	361.45	(44.53)	(12.3)%
Total INFORMATION TECHNOLOGY (IT)	78,239.59	59,498.78	18,740.81	31.5%
PROFESSIONAL SERVICES				
7125 · Audit and Financial Consulting	55,281.60	26,781.01	28,500.59	106.4%
7130 · Legal Fees	35,529.63	49,151.64	(13,622.01)	(27.7)%
7140 · Architectural & Engineering		51,503.75	(51,503.75)	(100.0)%
7145 · Collection Agency		2,004.80	(2,004.80)	(100.0)%
7155 · Consultants - Other	27,771.15	57,790.51	(30,019.36)	(52.0)%
Total PROFESSIONAL SERVICES	118,582.38	187,231.71	(68,649.33)	(36.7)%
Total PROFESSIONAL & TECHNICAL	196,821.97	246,730.49	(49,908.52)	(20.2)%
PROGRAMS				
6200 · Youth Services	6,899.32	2,125.12	4,774.20	224.7%
6210 · Teen Services	4,264.53	1,028.75	3,235.78	314.5%
6220 · Adult Services	4,609.36	15,613.56	(11,004.20)	(70.5)%
6230 · Bob Lucas Branch Services	5,721.88	2,682.76	3,039.12	113.3%
6240 · Literacy Services	5,370.51	2,494.76	2,875.75	115.3%
6250 · Volunteer Services	376.30	1,240.80	(864.50)	(69.7)%
6260 · Summer Reading	3,759.73	4,258.41	(498.68)	(11.7)%
6270 · Mobile Library	196.53		196.53	100.0%
Total PROGRAMS	31,198.16	29,444.16	1,754.00	6.0%
Total Expense	3,427,107.98	2,860,424.04	566,683.94	19.8%
Net Ordinary Income	721,269.79	840,883.19	(119,613.40)	(14.2)%
Net Income	721,269.79	840,883.19	(119,613.40)	(14.2)%

Altadena Library District Proposed Budget Fiscal Year 2021/22

	FY 2020/21 Adopted Budget (Operating)	FY 2021/22 Proposed Budget (Operating)	FY 2021/22 Proposed Budget (CFD & Grants)	\$ Difference	% Difference	Notes
1 REVENUES						
2 Use / (Addition) of Reserves	\$ (28,966)	\$ (29,428)	\$ 299,000	\$ (462)	2%	Monies that are either used or (added) to the District's reserve account (The District is required to maintain 50% operating expenses in its reserve account)
3 Transfer In from Other Funds	-	299,000	299,000			Funds required to be transferred in to cover CFD expenses prior to cashing out bonds
4 CFD Proceeds	-	-	-			Funds expected from the cashing out of bonds
5 Donations & Grants						
6 4705 · Altadena Library Foundation	32,000	30,000	-	(2,000)	-6%	Donations assigned to particular projects or programs
7 4710 · Friends of the Library	28,000	15,000	-	(13,000)	-46%	Donations assigned to particular projects or programs
8 4735 · Designated	346,000	-	-	(346,000)	-100%	Donations or grants assigned to particular projects or programs
9 4740 · CA Library Literacy Services	21,000	23,878	-	2,878	14%	State funds allocated specifically to Literacy needs
10 Total Donations & Grants	427,000	68,878	-	(358,122)	-84%	
11 Fines & Fees						
12 4305 · Fees	1,000	2,000	-	1,000	100%	Fees collected from lost or damaged items
13 4310 · MFM / Printer Revenue	1,000	4,000	-	3,000	300%	Multi-function Machine Revenue: printing, copying
14 4340 · Passport Services Fees	25,000	90,000	-	65,000	260%	Revenue from Passport services, including photos
15 4350 · Sales of Products	1,000	1,000	-	-	0%	Revenue for items we sell to patrons, such as flash drives, earbuds
16 Total Fines & Fees	28,000	97,000	-	69,000	246%	
17 Interest Income						
18 4200 · Interest Income - County of LA	6,000	4,400	-	(1,600)	-27%	Interest accrued on ALD's property tax revenue held in the County's pool
19 Total Interest Income	6,000	4,400	-	(1,600)	-27%	
20 Other Revenues						
21 4915 · Film Rental Revenue	7,000	15,000	-	8,000	114%	Revenue generated from rental of facilities or parking lot for filming
22 4930 · E-Rate Revenue	36,000	42,000	-	6,000	17%	Grant funds for reimbursement of Internet expenses
23 4999 · Credit Card Rebates	5,000	5,000	-	-	0%	Statement credits for District credit card expenditures
24 Total Other Revenues	48,000	62,000	-	14,000	29%	
25 Property Taxes & Assessments						
26 4010 · Current Secured	2,704,000	2,753,300	-	49,300	2%	Secured property is anything that can't be physically moved, like a house or land
27 4020 · Current Unsecured	86,900	89,800	-	2,900	3%	Unsecured tax comes from things not secured by land, like a boat
28 4050 · Homeowners Exemption	15,300	13,200	-	(2,100)	-14%	State contributions of \$70 for Property Tax bill for residential taxes Measure A, which supplements property tax revenue to provide library services
29 4060.01 · Per Parcel Benefit Assessment	875,400	879,300	-	3,900	0%	
30 4080 · Penalties, Interest & Costs	10,000	12,600	-	2,600	26%	Late payments or delinquencies subject to penalties
31 Total Property Taxes & Assessments	3,691,600	3,748,200	-	56,600	2%	
32 TOTAL REVENUES	4,171,634	4,250,050	598,000	78,416	2%	

Altadena Library District Proposed Budget Fiscal Year 2021/22

	FY 2020/21 Adopted Budget (Operating)	FY 2021/22 Proposed Budget (Operating)	FY 2021/22 Proposed Budget (CFD & Grants)	\$ Difference	% Difference	Notes
33 EXPENSES						
34 Salaries & Benefits						
35 Wages						
36 5010 · Salaried	783,300	823,500	-	40,200	5%	Director and Management-Level staff
37 5020 · Hourly	1,099,100	1,246,200	-	147,100	13%	Most District staff are classified as hourly
38 Total Wages	1,882,400	2,069,700	-	187,300	10%	
39 Payroll Taxes / Benefits						
40 5120 · Payroll Taxes (District-Paid)	155,684	164,200	-	8,516	5%	Social Security, Medicare, Federal & State Unemployment, Employee Training Tax
41 Insurance						
42 5220 · Health Insurance	132,000	158,400	-	26,400	20%	Full-time staff receive a monthly benefit of \$500 towards their health plan premium
43 5221 · Health Insurance - Retirees	71,700	77,000	-	5,300	7%	Staff who are vested and retire from the District receive the same benefit as full-time staff for the remainder of their lives
44 5230 · Dental Insurance	13,200	14,500	-	1,300	10%	All full-time staff receive fully-funded dental insurance
45 5240 · Vision Insurance	3,900	5,000	-	1,100	28%	All full-time staff receive fully-funded vision insurance
46 5260 · Life Insurance	1,400	1,600	-	200	14%	All full-time staff receive fully-funded life insurance
47 5270 · Workers' Compensation	49,850	40,300	-	(9,550)	-19%	
48 Total Insurance	272,050	296,800	-	24,750	9%	
49 CalPERS Retirement						
50 5210.01 · CalPers CLASSIC	25,300	33,200	-	7,900	31%	Retirement plan for District staff hired prior to 2013
51 5210.02 · CalPers PEPRA	99,300	117,400	-	18,100	18%	Retirement plan for District staff hired after 2013
52 5218 · PERS Unfunded	168,700	197,900	-	29,200	17%	actually funded
53 Total CalPERS Retirement	293,300	348,500	-	55,200	19%	
54 5222 · OPEB Contribution	-	-	-	-	0%	Contributions to a trust account used to fund the District's Other Post-Employment Benefits. Our OPEB benefit is retiree health insurance.
55 Total Payroll Taxes / Benefits	721,034	809,500	-	88,466	12%	
56 Total Salaries & Benefits	2,603,434	2,879,200	-	275,766	11%	
57 Operating Expenses						
58 Advertising & Marketing						
59 6618 · Recruitment	1,500	1,500	-	-	0%	Recruitment of new hires, including advertising and background checks.
60 6627 · Advertising / Marketing	7,000	7,500	-	500	7%	Marketing District programs, including paper and Internet ads as well as banners and signage.
61 Total Advertising & Marketing	8,500	9,000	-	500	6%	
62 Fees						
63 6745 · Banking & Service Fees	1,000	1,000	-	-	0%	Includes service fees paid to payment processing vendors such as Square and PayPal
64 6746 · Payroll Fees	10,200	13,000	-	2,800	27%	Annual fee to process District payroll with Paychex
65 7530 · County Tax Collection Fees	36,400	40,200	-	3,800	10%	Fees assessed by the County to collect District property taxes

Altadena Library District Proposed Budget Fiscal Year 2021/22

	FY 2020/21 Adopted Budget (Operating)	FY 2021/22 Proposed Budget (Operating)	FY 2021/22 Proposed Budget (CFD & Grants)	\$ Difference	% Difference	Notes
66	Total Fees	47,600	54,200	-	14%	
67	Insurance					
68	6430 · Insurance-Gen, Prop, Liab	48,800	60,050	-	23%	The District is insured through Special District Risk Management Association (SDRMA)
69	6432 · Earthquake Insurance	33,100	36,500	-	10%	The District is currently insured with Lloyd's
70	Total Insurance	81,900	96,550	-	18%	
71	Staff Costs & Prof. Development					
72	6623 · Trustee Prof. Development	500	2,000	-	300%	Training for District Trustees, such as Special District Leadership Academy
73	6625 · Training & Education	5,000	15,000	-	200%	Staff training opportunities, including California Library Association conference
74	6626 · Staff Recognition	2,000	4,000	-	100%	Staff milestone awards, retirement and recognition gifts and staff events
75	6710 · Meetings & Travel	3,000	7,500	-	150%	District-related travel and other reimbursable expenses
76	6730 · Mileage & Parking Reimbursement	1,000	2,000	-	100%	District-related mileage reimbursement, paid at the current IRS rate
77	Total Staff Costs & Prof. Development	11,500	30,500	-	165%	
78	Utilities					
79	6920 · Electricity	42,000	43,000	-	2%	Southern California Edison is the District's electricity provider
80	6930 · Natural Gas	3,000	4,200	-	40%	SoCalGas is the District's natural gas provider
81	6940 · Water & Sewage	8,000	8,000	-	0%	Rubio Canon Land & Water Association provides water for Main; Lincoln Avenue Water Company provides service for the Branch
82	6950 · Refuse	6,000	6,300	-	5%	Athens is the District's refuse management provider
83	Total Utilities	59,000	61,500	-	4%	
84	Other Operating Expenses					
85	6620 · Membership Dues & Subscriptions	14,000	16,400	-	17%	District and staff memberships, such as California Special Districts Association (CSDA) and American Library Association (ALA)
86	6740 · Postage & Delivery	2,000	2,000	-	0%	Includes certified mailings, bill pay, and interlibrary loans (ILL)
87	6750 · Printing & Reproduction	6,000	6,400	-	7%	In-house District printing
88	6755 · Small Equipment	4,000	4,500	-	13%	District tools and equipment
89	6765 · Janitorial Supplies	9,000	5,000	-	-44%	District cleaning and toiletry supplies
90	6770 · Operating Supplies	19,000	18,000	-	-5%	District office supplies and other essentials
91	6775 · Technical Services Supplies	3,500	3,000	-	-14%	Materials needed to process new materials or repair existing ones
92	6780 · Operating Software	-	1,500	-	0%	Software for District staff use
93	6960 · Cost of Sales of Products	200	200	-	0%	Expense for products for resale
94	6970 · Equipment Lease & Rental	20,000	21,900	-	10%	Rental of multi-function machines (MFM) and postage machine
95	Total Other Operating Expenses	77,700	78,900	-	2%	
96	Total Operating Expenses	286,200	330,650	-	16%	
97	Professional & Technical					

Altadena Library District Proposed Budget Fiscal Year 2021/22

		FY 2020/21 Adopted Budget (Operating)	FY 2021/22 Proposed Budget (Operating)	FY 2021/22 Proposed Budget (CFD & Grants)	\$ Difference	% Difference	Notes
98	Professional Services						
99	7125 · Audit and Financial Consulting	90,000	60,000	15,000	(30,000)	-33%	Fees for CPA, Municipal Advisors, Auditors and Actuaries
100	7130 · Legal Fees	45,000	45,000	-	-	0%	District legal fees for employment and governmental needs
101	7155 · Consultants - Other	70,000	30,000	-	(40,000)	-57%	Other outside consultants as budgeted
102	Total Professional Services	205,000	135,000	15,000	(70,000)	-34%	
103	Information Technology (IT)						
104	7135 · Technology Consulting	-	17,000	-	17,000	0%	Consultants for E-Rate (Internet reimbursement) and on-call technology assistance
105	7170 · Telecommunications	9,500	9,500	-	-	0%	District cell phones, local and long-distance service, public payphone
106	7175 · Internet Service / E-Rate	53,000	53,000	-	-	0%	Internet service, some of which is reimbursed through E-Rate
107	7180 · Technology Equipment	25,000	35,000	-	10,000	40%	Equipment for both staff and patron use
108	7185 · Technology Maintenance Fees	18,500	25,000	-	6,500	35%	Recurring subscription fees
109	7190 · Website Development	500	500	-	-	0%	Additions to District website
110	Total Information Technology (IT)	106,500	140,000	-	33,500	31%	
111	Total Professional & Technical	311,500	275,000	15,000	(36,500)	-12%	
112	Library Materials						
113	6110 · Cataloging Expenses	6,000	-	-	(6,000)	-100%	Account eliminated due to restructuring agreement with primary materials vendor
114	6115 · Electronic Databases & Subscriptions	28,000	17,000	-	(11,000)	-39%	Online databases such as EBSCO, brainfuse, JobNow, etc
115	6120 · Books	135,000	130,000	-	(5,000)	-4%	Physical copies of books
116	6125 · Audio CD	10,000	8,000	-	(2,000)	-20%	Audiobook and music CDs
117	6130 · DVD's & Videogames	45,000	33,000	-	(12,000)	-27%	DVDs, BluRays, videogames for all consoles
118	6140 · Periodicals	15,000	13,500	-	(1,500)	-10%	Physical and electronic newspapers, magazines
119	6150 · Downloadables	44,000	69,000	-	25,000	57%	Electronic books, audiobooks, music, movies
120	6155 · Library of Things	4,000	6,000	-	2,000	50%	Sewing machines, telescopes, hiking backpacks, etc
121	6160 · Mobile Library Collection	-	5,000	-	5,000	0%	Materials purchased for the Mobile Library Unit
122	6165 · Purchase Suggestions	-	7,000	-	7,000	0%	Materials purchased based on patron suggestion
123	Total Library Materials	287,000	288,500	-	1,500	1%	
124	Facilities, Grounds & Maintenance						
125	7205 · Maintenance Contracts	14,000	12,000	-	(2,000)	-14%	Service for elevator maintenance, pest control, building alarms, etc
126	7210 · Building Maint & Repairs	20,000	21,000	-	1,000	5%	Repairs and ongoing maintenance to both library buildings
127	7220 · Landscape	24,000	20,000	-	(4,000)	-17%	Services and supplies for landscaping, gardening, tree trimming, irrigation
128	Total Facilities, Grounds & Maintenance	58,000	53,000	-	(5,000)	-9%	
129	Programs						
130	6200 · Youth Services	4,600	11,000	-	6,400	139%	Supplies and materials for Youth Programming
131	6210 · Teen Services	5,500	6,000	-	500	9%	Supplies and materials for Teen Programming
132	6220 · Adult Services	10,000	25,000	-	15,000	150%	Supplies and materials for Adult Programming
133	6230 · Bob Lucas Branch Services	6,400	5,700	-	(700)	-11%	Supplies and materials for Branch Programming

Altadena Library District Proposed Budget Fiscal Year 2021/22

	FY 2020/21 Adopted Budget (Operating)	FY 2021/22 Proposed Budget (Operating)	FY 2021/22 Proposed Budget (CFD & Grants)	\$ Difference	% Difference	Notes
134	6240 · Literacy Services	4,250	5,000	-	750	18% Supplies and materials for Literacy Programming
135	6250 · Volunteer Services	1,000	1,000	-	-	0% Supplies and materials for Volunteer Services
136	6260 · Summer Reading	10,000	15,000	-	5,000	50% Supplies and materials for Summer Reading Programming
137	6270 · Mobile Library	2,750	16,000	-	13,250	482% Supplies and materials for Mobile Library Programming
138	Total Programs	44,500	84,700	-	40,200	90%
139	Election Expense & Misc.					
140	7540 · Trustee Election	120,000	-	-	(120,000)	-100% Trustee elections are held every two years
141	Total Election Expense & Misc.	120,000	-	-	(120,000)	-100%
142	Capital Expenditures					
143	7310 · Equipment, Furniture & Fixtures	76,000	15,000	-	(61,000)	-80% Includes office and library furniture, vehicle modifications
144	7320 · Structures & Improvements	385,000	25,000	-	(360,000)	-94% Includes structural upgrades to both buildings and properties
145	Total Capital Expenditures	461,000	40,000	-	(421,000)	-91%
146	CFD Bond Expenses					
147	8020 · CFD Bond Issuance Consulting	-	-	102,000	-	0% Municipal Advisor, Bond Underwriter and Bond Disclosure Counsel
148	8030 · CFD Administration	-	-	15,000	-	0% CFD Administrator
149	8040 · CFD Banking Fees	-	-	7,000	-	0% Bank for bond proceeds
148	8060 · CFD Project Management	-	-	160,000	-	0% Capital Projects Management
151	Total CFD Bond Expenses	-	-	284,000	-	0%
152	Transfer Out to Other Funds		299,000	299,000		
153	TOTAL EXPENSES	\$ 4,171,634	\$ 4,250,050	\$ 598,000	\$ 78,416	2%
154	NET BUDGET	\$ -	\$ -	\$ -	\$ -	0%
155	Projected Cash - July 1st		\$ 3,455,000			
156	(Drawdown) / Addition To Reserves		\$ 29,428			
157	Projected Ending Cash - June 30th		\$ 3,484,428			



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

COMMITTEE: Community Facilities District

MEETING DATE: June 28, 2021

PREPARED BY: Trustee Terry Andrues

LOCATION: Virtual Meeting

The Community Facilities District (CFD) Committee convened via ZOOM at 4:15 pm on June 15, 2021. This Special Meeting replaced a standing meeting that had been scheduled for 6/9/21.

Members in attendance were Terry Andrues, Kim Kenne and Amy Lyford. Also attending were Library Director Nikki Winslow, Doug Anderson of Urban Futures and Nicole Fabry. The Committee's main goal was to discuss and approve the vendors for Bond underwriter and Community Facilities District Administrator. RFP's for these services had been approved by the Board previously. They were posted on May 25 and due by June 8. There were 5 applicants for each position.

A work group comprised of Nikki Winslow, Doug Anderson, Nicole Fabry and Terry Andrues met on June 10 and 11 to discuss the vendors and compare their numerical scores. On a blended ranking sheet, the top scores went to Hilltop Securities for Bond underwriter and NBS for CFD Administrator.

The committee members asked many questions about the methods and operating profiles of the top-scoring vendors. After considerable and careful examination, the CFD Committee is recommending that these companies be retained.

Previously, the CFD committee recommended a Municipal Services Advisor and Bond Counsel to the Board. Both have been approved and are now retained. The addition of a Bond Underwriter and a CFD Administrator will complete the major vendors needed to proceed with bond sales and administration for our facilities improvement program.

Once the CFD team is completely assembled, public sale of bonds could launch sometime in the fall of this year, which might be a favorable window for bond issues.

No other business was discussed. The Committee adjourned at 4:58 pm.



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

COMMITTEE: Ad-hoc Facilities Committee

MEETING DATE: May 24, 2021

PREPARED BY: Trustee Jason Capell

LOCATION: Virtual Meeting

Unfortunately, I missed a couple of this month's meetings with my full-time work getting back to more of a normal schedule and increased travel and want to thank Board President, Katie Clark, for stepping in and doing some heavy lifting on reviewing documents, facilitating committee meetings, and maintaining communication between committee members.

Since our last board meeting the team has continued our weekly Monday meetings with a focus on the following:

- a. Finalizing a description of and application procedure for our Community Focus Group (information item tonight)
- b. Tier 3 Seismic Evaluation RFP (action item tonight)
- c. RFQ for HazMat evaluation and study (action item tonight)
- d. The team wrapped up our robust discussion around including the installation of solar panels as part of the facilities upgrade and decided that at this time our budget just doesn't allow for it, especially after evaluating the return on investment, but we are looking to ensure the buildings are "solar ready" as part of our priority to ensure the buildings are "future proof" and to also allow us to move forward if additional grant money were to be identified specifically for solar installation.
- e. Offsite Facilities – the committee continues to discuss and plan for potential temporary facilities if either library needs to be closed for a significant amount of time during construction, we look forward to involving the Community Focus Group in this discussion in the near future.
- f. Began initial discussions of incorporating programming needs into design and facilities planning. The Ad Hoc committee plans to develop 2-3 options, including our "non-negotiable" items, to bring to the Community Focus Group for further input. The idea here is to put together all of the necessary ingredients in order to ensure an effective and efficient conversation with the Community Focus Group. In order to get this done we will begin meeting just on these plans apart from our weekly meetings and have set Friday June 9th for our first meeting.

We also enjoyed our first joint meeting with the Community Facilities District committee on June 10th where the two committees were able to discuss each other's progress, clarify each committee's responsibilities, and discuss plans for future joint meetings and the frequency of such meetings. Our next joint meeting is expected to be scheduled for some time in September.



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

REPORT: Government Liaison

MEETING DATE: June 28, 2021

PREPARED BY: Trustee Terry Andrues

LOCATION: Virtual Meeting

Special District funding moving quickly through CA Legislature

June 10, 2021 Funding In Legislative Version of the 2021-22 State Budget For Special Districts --- Last week, Assembly and Senate Budget committees unveiled the Legislative Version of the 2021-22 State Budget that included a new \$100 million proposal for one-time General Fund relief funding for special districts who can demonstrate fiscal impacts incurred related to COVID-19 response. Additionally, the Legislative Version of the Budget included proposals for relief that will be accessible to some special districts, including funding for utility arrearages, economic assistance to ports, and priority local transit projects.

This funding is in direct response to CSDA's efforts over the past year -- and a reflection of the tireless advocacy hundreds of special districts and stakeholders have engaged in over the same time. CSDA quickly moved to adopt a support position on the proposed funding, approved by CSDA's CEO, and sent a letter to the Governor and legislative leadership in strong support.

June 15, 2021 Sacramento, CA. – Over 40 State Legislators and nine Congressional Representatives have signed letters to Governor Gavin Newsom urging his approval of a \$100 million COVID-19 relief fund for special districts and the communities they serve, which passed both houses of the State Legislature yesterday as part of the 2021-22 State Budget within Assembly Bill 128.

The [State Legislature's bipartisan letter](#) organized by Senator Melissa Hurtado, D-Sanger, argues that, "When special districts are excluded from relief, frontline workers and community residents are excluded from relief."

In response to the Legislature's passage of COVID-19 relief funding for special districts, Senator Hurtado stated, "Special districts, like the Lamont Public Utility District, continued to provide vital services throughout the pandemic, but weren't eligible for relief funding, even though other government entities were. I am thankful that the state's special districts will not be left out of funding, and will find some relief-allowing them to continue to serve our most vulnerable communities."

The [Congressional letter to Governor Newsom](#) points out that, "Unlike cities and counties, these [special district] local governments providing critical and essential services have not received direct allocations from programs providing relief to state and local governments. However, Congress passed the American Rescue Plan Act and gave states the authority to transfer State

Coronavirus Fiscal Recovery Fund monies to special districts in need of pandemic assistance, as we encouraged you to consider in our May 11 letter to you." Representative Salud Carbajal, D-Santa Barbara, organized the Congressional letter and stated, "Special districts provide essential government services that protect our public health, safety, and quality of life. Despite their important role, special districts on the Central Coast and across the country have been left out of federal assistance designed to assist local governments. As a result, 42 percent of special districts have had to scale back the essential services they provide and one out of three special districts have reduced their frontline workforce."

In response to passage of the State Budget and its included COVID-19 relief funding for special districts, California Special Districts Association Chief Executive Officer Neil McCormick issued the following statement:

"On behalf of California's 2,000 independent special districts providing essential services, including fire protection, water, sanitation, parks, ports, healthcare, and much more, CSDA applauds the State Legislature's approval of \$100 million in COVID-19 relief funding for special districts, their 120,000 front-line workers, and the communities they serve. CSDA appreciates the thoughtful and considered work of ProTem Toni Atkins, Speaker Anthony Rendon, Budget Chairs Nancy Skinner and Phil Ting, and the more than 40 Legislators who signed a letter urging Governor Gavin Newsom to sign this necessary relief funding into law."

Green Bonds now being monitored by Debtwatch

DebtWatch, the California State Treasurer's online data portal, now contains data on environmental, social impact, and sustainability bonds issued by state and local agencies.

In July 2020, California Debt and Investment Advisory Commission (CDIAC) staff began identifying these type of bonds¹ through information supplied either in the CDIAC filing process or by obtaining the information from official statements. Financings filed with CDIAC that are issued, labeled, or marketed as green bonds, social impact bonds, or sustainability bonds are now flagged as environmental/social impact bonds in DebtWatch. Under this category, each bond is further identified as the specific type of bond.

Financings identified as "green," are often referred to as green bonds or environmental bonds, and the proceeds finance climate-related or environmentally beneficial projects. "Social impact" bonds, or social bonds, finance projects that provide social benefits, such as affordable housing, food security improvements, access to education, and healthcare. "Sustainability" bonds finance projects with elements of both green and social projects.

CDIAC's environmental/social impact bonds information dates back to 2014 when CDIAC received the first filing of this type of bond. As of May 18, 2021, CDIAC has identified 151 proposed and sold environmental/social impact bonds: 129 green bonds (\$24.5 billion), 18 social impact bonds (\$2.4 billion), 4 sustainability bonds (\$539.2 million). This information, as well as other debt-related data reported to CDIAC,

CSDA Southern Network Board candidates:

- 1. Jo MacKenzie (Incumbent)**—Vista Irrigation District
29 years with Vista Irrigation, proven leadership experience with CSDA/LAFCO
- 2. Jan Bissell**—Valley-wide Recreation and Park District
Long experience with parks/recreation. 15 years on Board
- 3. Kelly Gregg**—Director, Hesperia Recreation and Park District

9 years as Director. Involved with CSDA programs.

4. **Rickey Manbahal—CFO, Interim GM of West Valley Water District**
Credited with financial improvement at WVWD
5. **Jo-Anne Martin—Board Pres. Placentia Library District**
LOS unknown. Numerous volunteer positions in the community.
6. **Paulina Martinez-Perez—Director-Div. 2, So. Bay Irrigation District**
Recently elected—is also delegate to Association of California Water Agencies
7. **Rachel Mason—Fallbrook Regional Health District**
Short tenure with FRHS. Is engagement officer for CSDA
8. **David E. Raley—Director San Bernardino Valley Water Conservation District**
11 years service. Experience in finance has aided water conservation efforts
9. **John Skerbelis –Director, Rubidoux Community Services District**
8 years service. CSD provides 35,000 residents with water, sewer, fire trash.

Recommend vote for Jo MacKenzie



**BOARD OF LIBRARY TRUSTEES
AGENDA ITEM VIII.A. REPORT FOR JUNE 2021**

REPORT: Agenda Item VIII.a.

MEETING DATE: June 28, 2021

PREPARED BY: Nikki Winslow

LOCATION: Virtual Zoom Meeting

TITLE: Bond Underwriting Services Recommendation

BACKGROUND:

The Altadena Library District is assembling a team of experts to drive the bond issuance process. This includes a firm to perform Bond Underwriting Services. The Board of Trustees approved a Request for Proposals (RFPs) to hire Bond Underwriting Services at their meeting on May 24, 2021. The RFP was posted on May 25, 2021 and closed on June 8, 2021.

ALD staff organized a working group to review the proposals received for this RFP. The working group included District Director Nikki Winslow, Trustee Terry Andrues, Municipal Advisor Doug Anderson and Bond Counsel Nora O'Brien. Director Winslow worked with Doug Anderson to develop the scoring criteria that was approved by the CFD Committee at their May 25 Special Meeting and came to consensus on what considerations would be applied for each of the criteria.

Director Winslow emailed the five proposals that were received after the June 8 deadline for review and scoring. The five firms that submitted proposals were:

- D. A. Davidson
- Hilltop Securities
- Stifel Public Finance
- Wells Fargo Securities
- Ziegler Public Finance

The working group met on June 10 to share their scoring of the proposals and discuss which firm they felt was most qualified to perform this work for ALD. Based on the scoring of the proposals, Hilltop Securities received the overall highest score (see scoring table following this report). The most weighted part of the scoring was the pricing and Hilltop came in significantly lower than the other firms at \$4.08 per bond issuance. The next highest score went to D.A. Davidson who offered a \$5.00 rate per bond issuance, with the difference in these two prices saving the District over \$22,000. Hilltop also emphasized their strategy to market the bonds to local residents throughout their proposal, which was identified as a priority by the CFD Committee. Hilltop also introduced the concept of pursuing "Green Bonds", which was another strength in their proposal.

FISCAL IMPACT:

Hilltop Securities provided a Cost Sheet on page 16 of their proposal for review. At an overall rate of \$4.08 total gross spread per bond (“bond” = \$1,000), their fee would be \$97,920, based on an assumed bond issuance size of \$24 million.

RECOMMENDATION:

The CFD Committee and staff recommend that Board approve and allow the District Director to hire **Hilltop Securities** to provide Bond Underwriting Services for the District.



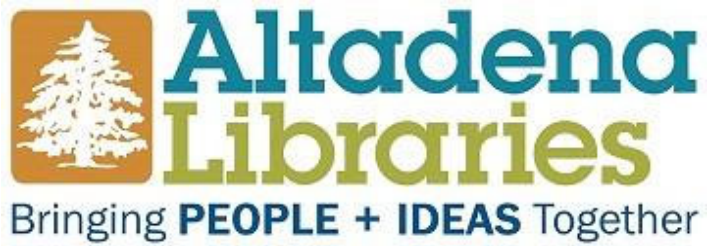
BOND UNDERWRITING SERVICES RFP PROPOSAL SCORING

For this round, please score each proposal out of the total possible points.			Firm: D.A. Davidson	Firm: Hilltop Securities	Firm: Stifel	Firm: Wells Fargo	Firm: Ziegler
CRITERIA	TOTAL POINTS POSSIBLE	SCORING CONSIDERATIONS	TOTAL POINTS AWARDED	TOTAL POINTS AWARDED	TOTAL POINTS AWARDED	TOTAL POINTS AWARDED	TOTAL POINTS AWARDED
Complete proposal package	Yes No	A no disqualifies	Yes	Yes	Yes	Yes	Yes
Registered with Securities & Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB) and the Financial Industry Regulatory Authority (FINRA).	Yes No	A no disqualifies	Yes	Yes	Yes	Yes	Yes
Provided firm's relevant filings, licenses or certifications.	Yes No	A no disqualifies	Yes	Yes	Yes	Yes	Yes
Provided list of at least 5 client references that the firm has provided similar services for.	40	Experience with local agencies; also with mid-to-large agencies (should	32	33	39	27	22
Described the firm's marketing and distribution capabilities specific to the Altadena CFD.	40	What resources and strategies they would approach the bond issuance process and market to local and regional buyers	36	38	34	31	29
Pricing schedule is transparent, responsive, and reasonable, including the thorough breakdown of costs	180	Lowest cost = 45, second lowest = 44, third lowest = 43, etc.	172	180	164	176	168
Does the proposal present a grasp of District priorities, project scope, intent, and timeline?	40	Mention of ALD Strategic Plan, ARG reports w/cost estimating, understands our needs and will be able to represent the District in a knowledgeable and professional manner. Emphasis on fiscal responsibility to the	34	36	33	30	26
Ability and capacity to perform the work (including key personnel committed to project and local presence)	40	Who will be the point person that we will work directly to lead the process as the expert. Sufficient experience to provide necessary guidance and leadership; availability to staff	37	38	37	38	37
Proposal has demonstrated a likelihood of success as District's Bond Underwriting Firm	60	Attention to detail throughout the proposal	56	56	50	47	41
TOTAL POINTS	400		299	310	284	291	272
	FINAL RANKINGS		2	1	4	3	5

Qualifications to Provide Bond Underwriting Services

Altadena Library District

June 8, 2021, 5:00 p.m. PT



Altadena Library District

CONTACT:

Mike Cavanaugh, Managing Director
mike.cavanaugh@hilltopsecurities.com

2533 South Coast Highway 101, Suite 250, Cardiff, CA 92007

Phone: 760.632.6824

June 8, 2021, 5:00 pm PT
Qualifications to Provide
Bond Underwriting Services



June 8, 2021

Electronic Portal Submission via BidNet Direct:

Attn: Nikki Winslow, District Director
Email: nwinslow@altadenalibrary.org
Phone Number: 626-798-0833 x 103

Dear Selection Committee:

Hilltop Securities Inc. ("HilltopSecurities") is pleased to have this opportunity to submit its proposal to serve as underwriter for the Altadena Library District (the "District") in connection with the potential issuance of approximately \$24 million in Community Facilities District No. 2020-1 Bonds (the "Bonds").

Distribution. One of the keys to the successful completion of a Bond financing is the underwriter's marketing and distribution strategies. HilltopSecurities' distribution capabilities include Tier I, Tier II and Tier III institutional coverage and retail, with special emphasis on California retail investors. As outlined in this proposal, HilltopSecurities is very effective at marketing and selling to all levels of institutional accounts and traditional retail investors. As an underwriter, HilltopSecurities will provide the District with the strongest marketing outlet for its Bonds. We will also work with the District to facilitate purchase of Bonds by District residents including information on the sale of the Bonds, including posting of the Preliminary Official Statement and contacts for additional information on the District's website at least one week in advance of the Bond sale in accordance with our regulatory agency guidelines.

Strong In-House California Retail Capability. Our firm can add value through our strong in-house California retail sales capability. Our California retail sales team is made up of 70 brokers serving nearly 11,700 retail accounts with almost \$4.3 billion in California municipal assets under custody. HilltopSecurities maintains California municipal retail sales offices in Encino, Cardiff by the Sea, Monterey, Roseville, San Diego, San Francisco and Sherman Oaks, and arguably offers the strongest California as well as national retail distribution capability of any regional firm. We would suggest providing District residents with priority to buy the proposed Bonds during the order period.

Unparalleled CFD Experience. HilltopSecurities is not the largest underwriter in California in either volume or financings sold but we do believe that on a per-banker basis we compare favorably to any firm. Our Public Finance banking experience with land-based financing in California is diverse and deep, especially when you consider that all the transactions were completed by our four-person Cardiff by the Sea banking team. As discussed herein, our bankers are some of the most experienced in this sector.

We will be involved with the transaction from start to finish and responsible for all work generated by HilltopSecurities. We pledge our availability as well as accessibility and will work in tandem with the District, Municipal Advisor and other members of the financing team to ensure the District's financing goals are reached. Our team is well-qualified to provide the District with the highest level of underwriting services.

HilltopSecurities will perform the services described herein and all elements within this proposal have been reviewed and understood. HilltopSecurities is willing to enter a contract under the terms and conditions prescribed by the Altadena Library District Professional Services Agreement, including the certificate of insurance described in Section 1.12 of the request for proposal, without exception.

Please note that HilltopSecurities meets the minimum qualifications presented in Section 3.0.a of the District's RFP. HilltopSecurities is registered with the MSRB, SEC and FINRA and is in full compliance with the requirements associated with such registration (MSRB ID: A1290; Dealer SEC ID: 8-45123; Municipal Advisor SEC ID: 867-00632, FINRA CRD Number: 6220). Please refer to a copy of the firm's MSRB Form A12 attached immediately after this cover letter.

HilltopSecurities acknowledges receipt of the Questions and Answers posted on June 4 and June 7, 2021.

Please contact us directly with any questions, comments or concerns.

Sincerely yours,



Mike Cavanaugh
Managing Director



Robin Thomas
Managing Director

MSRB Registration - Form A-12: Preview

FIRM/SOLE PROPRIETORSHIP IDENTIFIERS

MSRB ID: A1290

Firm Name: Hilltop Securities Inc.

Dealer SEC ID: 8-45123

Municipal Advisor SEC ID: 867-00632

CRD Number: 6220

Legal Entity Identifier: 5493001XU82PMU6XZT45

Written notice to FINRA or Bank Regulator (Fed, OCC or FDIC) as applicable

Document: HTS DE Certified Amended and Restated COI 10.5.2015.pdf

BUSINESS INFORMATION

Firm Address: 1201 Elm Street, Suite #3500

City: Dallas State: TX Zip: 75270

Firm Website: hilltopsecurities.com

TYPE OF ORGANIZATION

Organization Type: Corporation City: Dallas State: TX

BUSINESS ACTIVITIES

Municipal Advisor

- Issuance Advice
- Guaranteed Investment Contracts Advice
- Investment Advice - Proceeds of Municipal Securities
- Investment Advice - Funds of Municipal Entity
- Municipal Derivatives Advice
- Solicitation of Business - Investment Advisory
- Municipal Escrow Investment Advice
- Municipal Escrow Investment Brokerage
- Solicitation of Business - Other than Investment Advisory
- Municipal Advisor/Underwriter Selection Advice
- Other (specify):
- GENERAL CONSULT NOT RELATED TO SECURITIES OFFERING

Broker/Dealer - MFS

- 529 Plan Sales
- Local Government Investment Pool Distributor/Sales

Broker/Dealer - Sales/Trading

- Retail Sales
- Institutional Sales
- Trading " Proprietary
- Trading " Inter-Dealer
- Online Brokerage

Broker/Dealer - Other

- Underwriting
- Clear and settle transactions as an NSCC participant
- Remarket VRDOs

DESIGNATED CONTACTS

Master Account Administrator

Name	Phone	Email
RENEE CHAVERA	(214) 859-9324	renee.chavera@hilltopsecurities.com

Primary Regulatory Contact

Name	Phone	Email
Mike Hilltop Securities Inc. Cogliano	(214) 859-6687	mike.cogliano@hilltopsecurities.com

Billing Contact

Name	Phone	Email
Serana Robertson	(214) 859-9311	AccountsPayable@hilltopsecurities.com

Compliance Contact

Name	Phone	Email
RAY HUIE	(214) 859-1721	ray.huie@hilltopsecurities.com

Primary Data Quality Contact

Name	Phone	Email
ROSEANNA M JIMENEZ	(214) 859-9370	rose.jimenez@hilltopsecurities.com

Optional Regulatory Contact

Name	Phone	Email
Brett Weaver	(214) 953-8883	brett.weaver@hilltopsecurities.com

Optional Data Quality Contact

Name	Phone	Email
Michael D McAllister	(214) 859-6713	Michael.Mcallister@hilltopsecurities.com

Optional Technical Contact

Name	Phone	Email
Michael D McAllister	(214) 859-6713	Michael.Mcallister@hilltopsecurities.com

TRADE REPORTING IDENTIFIERS**Executing Broker Symbol (EBS) assigned by NASDAQ**

EBS	Broker's Broker	Error Feedback Email
FSWC	No	tradereporting@hilltopsecurities.com
SWST	No	MSRBReportingAlerts@swst.com

Participant ID assigned by NSCC

Participant	Error Feedback Email
0279	Tradereporting@hilltopsecurities.com

SUBMISSION AND FEEDBACK**Identify the manner in which transactions will be reported**

- Report own trades using message-based trade portal operated by National Securities Clearing Corporation (NSCC) and RTTM Web
- Trades will be reported by another dealer acting as agent
- RTRS Web only

Method of receiving error feedback

- Email - Review trade status emails sent to the email address(es) identified in the Trade Reporting Identifiers section
- Messaging - Process MT509 messages containing trade status information (Note: DTCC participants only)
- RTRS Web - Review trade status information using RTRS Web

Table of Contents

Section I – Experience 1

Section II – Personnel 10

Section III – Qualifications 12

APPENDIX A Spreads to MMD on recent transactions

Section VII Cost Sheet is uploaded separately into BidNet Direct, pursuant to RFP instructions.

DISCLOSURE: HilltopSecurities Inc. (“HilltopSecurities”) is providing the information contained in this document for discussion purposes only in anticipation of serving as underwriter to the Altadena Library District (the “District”). As an underwriter, HilltopSecurities’ primary role is to purchase securities for resale to investors in an arm’s length transaction between the District and HilltopSecurities. HilltopSecurities’ financial and other interests will differ from those of the District, and therefore, HilltopSecurities will not serve as a municipal advisor, financial advisor, or fiduciary to the District or any other person or entity on such transaction, regardless of whether HilltopSecurities or its representatives or affiliates have advised or are advising any such parties on other matters. The information provided herein is not intended to be and should not be construed as “advice” within the meaning of Section 15B of the Securities and Exchange Act of 1934. The District should consult with its financial, municipal, legal accounting, tax and/or other advisors, as applicable, to the extent it deems appropriate. HilltopSecurities will not have any duties or liability to any person or entity in connection with the information being provided herein. The information provided in this document is indicative only and constitutes our judgment as of this date based on current market conditions and other information available to us.

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.

HilltopSecurities maintains a leading position in underwriting and pioneering of innovative land-based financing structures. HilltopSecurities personnel serve on or have participated in the Committee on Assessments, Special Taxes and Other Financing Facilities (CASTOFF) and California Debt and Investment Advisory Commission assisting in the development of appraisal guidelines for land-secured bonds. Furthermore, California bankers from HilltopSecurities have worked collaboratively with the State of New Mexico in developing the land secured financing market in that State, where the passage of new legislation created the Public Improvement District (PID) concept – a hybrid of the assessment district and Mello-Roos district. In 2005, HilltopSecurities was the first to complete a PID in New Mexico. In addition, because of our land-based experience in California and New Mexico, HilltopSecurities (with Mr. Cavanaugh and Todd Smith) co-managed the first land secured financing in the State of Massachusetts. The \$12,550,000 financing for South Shore Tri-Town Development Corporation, Infrastructure Development Revenue Bonds closed on August 12, 2010. This district was non-rated and had a single owner, LNR, who made headlines earlier in the year for possible bankruptcy. This unusual and unique financing is an example of our national and respected experience. The following are California issues that demonstrate our abilities.



We have successfully underwritten community facility district (CFD) bonds for issuers across the credit spectrum, from non-rated raw land CFDs for River Island Public Financing Authority to built-out undergrounding utility assessment districts for the Cities of Solana Beach, Laguna Beach and Newport Beach and everything in between. In addition, HilltopSecurities assisted the City of Monrovia in the financing and refinancing of their library through the use of a City-wide parcel tax. Our California retail is a well primed investor in land secured bonds and these issuances comprise a significant portion our \$4.6 billion municipal assets under management. Our distribution network has relationships with the Tier I, II and III (including SMAs) investors along with our strong retail support can jointly and efficiently sell any type of municipal security. HilltopSecurities has a strong focus on land secured issuances, specifically where other firms shy away. The following is a summary of 80 land secured transactions totaling over \$1.1 billion in par amount issued since 2015. In an effort to find the lowest cost of borrowing, we have been using Private Placement loans as an alternative to a Public Offering and in many cases were hired on a Public Offering but demonstrated to the Issuer and Municipal Advisor a private placement worked more cost effectively and closed the financing as such. Thus, we include our Private Placement loan experience as senior managed transactions when we provide our qualifications. There are a few firms in California that have more volume and a larger number of financings, but on a per-banker basis we compare favorably to any. The following transactions was completed by four team members in our Cardiff by the Sea office, all assigned to your financing team.

HilltopSecurities Land Secured Experience in California								
	Senior Manager		Co-Manager		Placement Agent		Total	
	Transactions	Par Value	Transactions	Par Value	Transactions	Par Value	Transactions	Par Value
2015	6	341,825,000	1	27,090,000	5	59,858,425	12	428,773,425
2016	8	191,945,000			3	19,219,455	11	211,164,455
2017	2	24,155,000			8	100,196,664	10	124,351,664
2018	6	49,350,000	1	9,615,000	3	13,744,143	10	72,709,143
2019	8	95,935,000			3	14,014,563	11	109,949,563
2020	9	184,128,493		-	4	20,158,435	13	204,286,928
2021	2	8,495,000		-		-	13	8,495,000
Total	41	895,833,493	2	36,705,000	26	\$ 227,191,685	80	\$ 1,159,730,178

The following are the authorized representatives of HilltopSecurities. The firm and the individuals do not have any conflicts of interest in acting as underwriter for the District.



Mike Cavanaugh
Managing Director
Public Finance Banking

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Mike.Cavanaugh@hilltopsecurities.com



Robin Thomas
Managing Director
Public Finance Banking

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Cardiff by the Sea, California 92007

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Fax 760.632.8621
Robin.Thomas@hilltopsecurities.com

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.

Ms. Thomas and Mr. Cavanaugh have been providing California issuers with bond underwriting services on similar structures and transactions for over seventy- years of combined experience. The following is a list of all sole managed (public and private) California CFD issued by HilltopSecurities in the past 24 months. This list contains 22 separate transactions totaling over \$284,000,000.

HilltopSecurities California Sole Managed Land Secured Transactions within 24 months					
7/10/2019	5,315,000	Upland, City of	5/20/2020	3,038,475	Calimesa, City of
7/10/2019	3,845,000	Upland, City of	6/16/2020	66,503,493	River Islands Public Financing Authority
7/11/2019	9,855,000	Stockton, City of	6/16/2020	34,980,000	Western Placer USD
8/1/2019	4,007,977	Cotati, City of	6/16/2020	18,545,000	Western Placer USD
8/21/2019	38,430,000	River Islands Public Financing Authority	7/6/2020	2,000,000	River Islands Public Financing Authority
11/25/2019	7,000,000	River Islands Public Financing Authority	7/8/2020	7,080,000	Tejon Ranch PFFA
12/4/2019	3,006,586	Hercules, City of	9/2/2020	14,325,000	Calimesa, City of
1/8/2020	8,335,000	County of Yuba	12/10/2020	5,780,000	Capistrano Unified School District
1/23/2020	9,435,000	Hawthorne, City of	12/10/2020	2,790,000	Capistrano Unified School District
2/19/2020	8,000,000	River Islands Public Financing Authority	2/25/2021	3,490,000	Upland, City of
5/20/2020	23,435,000	San Joaquin Area Flood Control Agency	2/25/2021	5,005,000	Upland, City of
22 transactions totaling \$284,204,531 in par amount					

Per your request see **Appendix A** for a table with spreads to MMD.

3) Provide a description of your firm’s marketing and distribution capabilities.

The marketing and subsequent distribution process starts with an initial financing team meeting amongst the District and its financing team to establish financing goals and objectives. In addition, the meeting should cover basic financing information which will guide the process of developing legal documents, the preliminary official statement and to determine the credit qualities of the financing. The marketing and distribution will be guided in some part by the credit of the financing, whereas the process would be different depending on where the financing stands in the credit spectrum. Our primary goals in working with the District will be to make sure you receive the highest credit rating possible, which will lead to the lowest borrowing costs. HilltopSecurities is one of the few underwriting firms active in the State of California that has a full-time credit analyst on staff to assist our clients with credit-related issues. Our analyst has over 30 years’ worth of experience in public finance, including working at Standard and Poor’s Rating Group (S&P). S&P would be our recommendation to provide a bond rating

on the District's financing. We believe your bond rating will be in the "AA" rating category based on our experience, a comparative analysis and other assumptions. The following table has seven other similar land secured districts that all have ratings in the AA- or better category. The rating is subject to several items, but mainly local economies and social factors, development status, property tax delinquency, debt service coverage, taxpayer concentration and value to lien analysis. HilltopSecurities believes the proposed Bond financing will receive high grades in all these sectors of the rating process and even though the District has never been rated, the District should expect a very high credit rating in the AA category by S&P.

	<i>Mountains Rec, CA Special Assessments AD1</i>	<i>Los Angeles Cnty Comnty Facs Dist #3, CA</i>	<i>Poway Unif Sch Dist Comnty Fac Dist #6,</i>	<i>South Orange Cnty Pub Fin Auth, CA CFD 02-1 and 03-1</i>	<i>Lancaster Fincg Auth, CA Special Assessments</i>	<i>Roseville Fin Auth, CA CFD 1</i>	<i>Capistrano Unif Sch Dist Comnty Facs Dist No. 90-2 (Talega)</i>
Fiscal Year End Dat	6/30/2018	6/30/2020	6/30/2018	6/30/2020	6/30/2019	6/30/2020	6/30/2020
RATINGS							
Security Rating	AAA	AA+	AA+	AA	AA	AA-	AA-
Rating Date	4/13/2018	7/31/2018	1/17/2019	5/16/2018	10/11/2016	6/12/2018	5/31/2018
Last Review Date	3/29/2021	3/29/2021	3/29/2021	3/25/2021	3/29/2021	3/29/2021	3/31/2021
CreditWatch/ Outloc	Stable	Stable	Stable	Stable	Stable	Stable	Stable
CreditWatch/ Outloc	4/13/2018	7/31/2018	1/17/2019	5/16/2018	10/11/2016	6/12/2018	5/31/2018
ECONOMIC & REAL ESTATE FUNDAMENTALS							
Median Household E	43,949	77,800	86,604	84,471	44,692	70,438	86,761
Median EBI/ U.S. I	94	153	180	167	88	139	171
Unemployment Rate	4.7	4.4	3.4	2.8	4.6	3.2	2.8
Median Home Price/	12.3	6.5	8.0	8.0	4.4	5.9	9.6
Population (actual)	3,969,959	187,818	208,300	97,193	172,237	134,257	372,382
FINANCIAL DATA: ADJUSTED							
District Characteristics							
Top 10 Tax/ All Tax	1.1	1.0	0.7	12.1	3.6	5.0	1.7
Top 5 Tax/ All Tax (%	0.8	0.7	0.4	10.9	2.3	4.6	1.0
Top 2 Tax/ All Tax (%	0.6	0.3	0.2	6.5	1.3	4.2	0.7
Top 1 Tax/ All Tax (%	0.4	0.1	0.1	4.1	0.8	2.8	0.4
Parcels Developed/	33,527	1,627	3,751	2,560	37,946	3,179	1,838
Parcels Developed (i	33,527	1,627	3,871	2,560	37,946	3,131	1,838
Projected Parcels at	33,527	1,627	3,871	2,560	37,946	3,179	1,838
Parcels Developed/	100.0	100.0	100.0	100.0	100.0	98.5	100.0
Total Assessed Valt	43,527,905	1,052,289	2,757,106	2,029,818	9,799,005	1,821,850	1,855,120
Total Direct Debt (\$	9,640	10,305	99,265	89,580	12,640	27,830	36,660
Overlapping Debt (\$)	NA	NA	83,352	NA	402,571	8,661	NA
Direct and Overlappi	9,640	10,305	182,617	89,580	415,211	36,491	36,660
Overall Value-to-Lier	47.00	37.15	15.10	14.44	23.60	40.18	19.47
Levy Parcels Overall	0.0	0.0	0.3	0.4	0.0	1.0	0.5
Revenue & Debt Service							
Annual Revenue (\$)	1,061,616	2,452,665	4,079,700	7,672,416	4,633,249	3,932,162	3,321,249
Annual Debt Service	846,289	2,396,000	4,079,400	4,852,000	980,656	2,978,756	3,297,141
Annual Rev/ Annual	1.25	1.02	1.00	1.58	4.72	1.32	1.01
Maximum Revenue (1,061,616		4,510,363	7,760,800	10,913,876	NA	3,942,108	5,712,023
Maximum Annual D	850,000	2,396,000	7,760,000	6,277,000	NA	2,988,000	4,131,000
Maximum Revenue/	1.25	1.88	1.00	1.74	NA	1.32	1.38
Maximum Annual D	2027	2024	2035	2033	2036	2030	2032
Maturity Year	2033	2026	2036	2034	2036	2033	2032
Maximum Loss to I	25.1	64.6	29.6	46.5	79.9	31.2	15.6
Maximum Loss to R	46.8	64.6	65.5	67.7	85.8	50.8	46.7

Credit.

- **Location.** As with anything having to do with real estate, location is always key. S&P stated on a recent Pasadena rating report, “We consider Pasadena’s economy to be very strong. The city, with an estimated population of 146,312, is in Los Angeles County in the Los Angeles-Long Beach-Anaheim, Calif., MSA, which we consider broad and diverse. The city has a projected per capita effective buying income of 149% of the national level and per capita market value of \$223,541. The city’s market value grew by 5.8% over the past year, to \$32.7 billion in 2020. The county unemployment rate was 4.7% in 2018.” HilltopSecurities will demonstrate to S&P and to bond investors that Altadena and the District should be included in these social and economic categories which aid in a higher bond rating and increased marketability.
- **Development Status.** The CFD is town-wide which means essentially all parcels are developed, which is another key credit point with S&P and investors. This will also lead to higher metrics in value to lien and positives in concentration and delinquency.
- **Delinquency.** Special Taxes will be levied town-wide and therefore have limited delinquency rate potential expected and at a decreased delinquent amount
- **Concentration.** The taxpayer concentration is an issue if you have a single or multiple taxpayers’ ownership of over 5%, we expect the top 10 taxpayer ownership to be under 5%, so there should be no concentration issues.
- **Required Coverage.** The Bonds will need to have at least 1.10x debt service coverage on the Maximum Special Tax revenues to be received.
- **Value to Lien.** The RFP does not provide an estimated value to lien (VTL) of properties in the District, but HilltopSecurities has assumed it is in excess of 40 to 1, which will garner a higher credit rating and strong interest from buyers as a fully developed and mature district. Having VTL at or over 7 to 1 is acceptable to most all investors and anything over 10 to 1 VTL is considered “strong”. We have completed financings as low as 2 to 1 VTL but the market is most accepting of 6 to 1 or higher. 40 to 1 VTL is just one of the reasons to expect an AA rating.



The District will most likely qualify for debt to be declared an **Environmental, Social and Governance (“ESG”) and/or Green Bonds**. The concept of accounting for green bonds originated in the corporate sector dating back to 2004 with an impetus from the UN. The idea is to align corporate behavior with investor expectations in areas such as climate change, clean water, protecting workers against economic exploitation, and promoting diversity in the workforce to name a few. Green bonds have now been adapted to the Municipal Bond Sector. This is evidenced by the increasing number of mutual funds and investment advisors using green bonds as a description of their investment focus in municipal bonds. ESG factors are also now incorporated into ratings along with more traditional credit factors such as economic base, finances, debt and management.



We are increasingly seeing evidence that designated Green Bonds are drawing more investor interest in the market, and we believe it will be a good opportunity for the District to attract investors and lower borrowing costs.

- In December 2020, the City of Boston sold a green bond series alongside an identical non-green series, and reported three basis point pricing advantage for the green bonds.
- Also last fall, Seattle offered a green bond designation as a “bidder’s option” in a competitive sale of municipal light system bonds, and the winning bidder, Wells Fargo, opted to pay a fee for the independent green bond status and include that cost in their TIC bid. Seattle Green Bonds OS: <https://emma.msrb.org/IssueView/Details/RE401796>

We would recommend evaluating the potential for green bond self-designation and/or marketing the District's bonds with the BAM Green Bonds designation. To self-designate the District must agree to project eligibility, reporting, project tracking, and a separate investment of proceeds until they are used, based on International Capital Market Association Green Bonds Principles. We do believe expanding the potential investor base lays the foundation for a potential pricing benefit. Another benefit some issuers have noted is the goodwill and public relations benefit of a designation that furthers or confirms their own mission or policy objectives. While maybe not a cost saving measure, such benefits have been viewed positively by those issuers and their clients.

Finally, it should be noted that over the past few years several major institutional investor clients of HilltopSecurities, based on investor demand, have expressed an interest in green bonds/ESG. These include BlackRock, Credit Suisse Asset Management, Goldman Asset Management, Northern Trust, Nuveen, PIMCO, State Street and Vanguard. Some have gone step further and have set up Green Bond Funds.

Targeted Buyers of District Green or ESG Bonds			
Blackrock	Credit Suisse	Goldman Asset	Northern Trust
Nuveen	PIMCO	State Street	Vanguard

HilltopSecurities goes through an extensive and tailored marketing process for all its underwriting clients based on each credit and rating. Our underwriting desk is in constant contact and discussion with the investor community so that we know what the market is asking for and what the market is pushing back against. This will be instrumental in structuring a financing that is well received by market.

The marketing process begins when a rating is received and the Preliminary Official Statement ("POS") is complete. We would recommend that the POS be posted two weeks prior to pricing to allow ample time for investors to conduct their credit analyses and receive approval to participate in the transaction, **especially since the District is a new issuer**. From the moment the POS is released, HilltopSecurities will be dedicated to marketing the transaction. We will begin with holding a salesforce teach-in to educate our entire salesforce on the structure of the transaction, the Town of Altadena and the credit. The next step will be to hold investor calls to provide an overview of the transaction and allow investors to ask questions directly to Town principals, the underwriter and municipal advisor. One-on-one calls will be scheduled as requested with investors over the ensuing days. Information and support will also be made available to residents of the District interested in purchasing Bonds.

Additionally, HilltopSecurities instituted Peer Group Marketing, which has proven to be a powerful tool in managing and expanding the institutional investor base for issuers that we serve as underwriter. As we near pricing, we will identify the top holders of a peer group of issuers with similar characteristics to the credit. By comparing the holders of the peer group's bonds, HilltopSecurities is better able to identify and target investors that are likely candidates for purchasing the Bonds and can, therefore, market directly to those investors that would be most receptive.

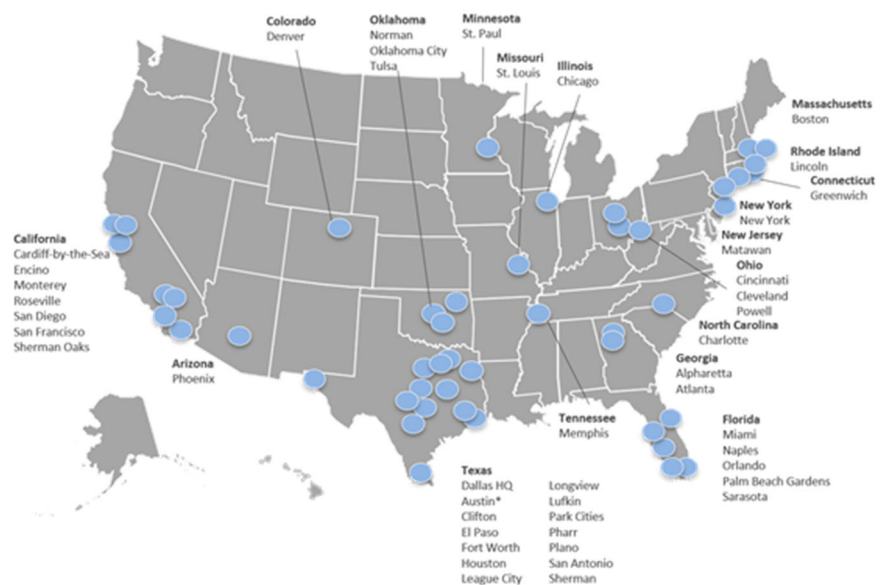
Overview of Marketing Plan

Post POS	Sales Force Teach-In	Peer Group Analysis	Investor Call/Presentation	One-on-One Investor Calls
Recommend posting for non-rated transaction 2 weeks prior to pricing to allow investors time for review and credit approvals	Educates our sales professionals on the project, the structure and the credit so they can more effectively communicate with their investor clients	Identifies investors who are underweight in the bonds or those who would be likely purchasers based upon their holdings of bonds with similar characteristics	Conduct open investor call with interested investors, principals and advisor to provide an overview of the transaction and allow investors to ask questions	Follow up with one-on-one investor calls as needed or requested to answer any final questions they may have prior to the sale

We do not foresee any marketing challenges or issues for this transaction and are confident we can fully educate our salesforce and potential investors on the structure, the project and the credit to successfully distribute the transaction across the investor community. **We can structure the syndicate policy to give priority to District residents during the order period.** Retail buyers are important to provide the lowest cost of capital. HilltopSecurities will target retail buyers and individuals who have a history of buying comparable bonds.

Interest Rate (Coupon) Structure. One of our goals is to avoid 5% coupons as much as possible. The use of 5% coupons costs as much as 30 basis points (bps) higher vs 4% coupons. A recent land secured interest rate scale in 2043 using 5% coupons is pricing at +130 spread to MMD which costs the issuer a 4.53% yield, whereas the 4% coupon in the same year yields only a 4.29%. An additional value to discount coupons, such as those recommended by HilltopSecurities, is more flexible call provisions. Our pricing models assume a 7-year 103 call optional call provision, but this could be changed to be more aggressive and not affect pricing on lower coupon or discount bonds. The use of discount bonds will allow for more flexible optional call provisions without any cost increase. HilltopSecurities is proposing to only use 5% coupons with bonds that are not callable avoiding the yield penalty to the issuer. Under such a scale, none of our maturities would price to the call, thus creating the most efficient borrowing in today's market. HilltopSecurities has a great understanding of the market and buyers who will desire the discount bonds. Our proposed couponing structure will save the District money versus any structure that uses 5% coupon bonds and HilltopSecurities has in house retail and going away buyers for these bonds.

Secondary Market Makers. Selecting firms that are active secondary market participants (like HilltopSecurities) may help the District improve its pricing in both the primary and secondary markets. As a market maker in the secondary market, HilltopSecurities' municipal traders have \$207.5 million of dedicated capital. This capital is used to ensure we can provide liquidity for our investor clients. Giving our investor and issuer clients confidence that an issuer's bonds will remain marketable can translate into lower interest costs for issuers in the primary market and provide liquidity for investors that may want the option of selling bonds prior to maturity. As a market maker, HilltopSecurities provides extensive secondary market support for new issues over an extended period. Investors know and trust that HilltopSecurities will make an active secondary market which helps optimize our primary market distribution and pricing efforts when we serve as underwriter.



HilltopSecurities' bond sales and trading capabilities.

HilltopSecurities has a strong California direct retail presence, with more than 60 retail sales personnel up and down the state, representing more than 13,000 accounts and assets of \$4.7 billion under management in California accounts. Additionally, we have a very strong focus within the professional retail business with SMAs, trust accounts, and prime brokerage accounts. For years, we have been underwriting CFD bonds and trading them extensively in the secondary market. We have a complete understanding of buyers of the bonds. Our underwriting contribution to the District would be a combination of the two, as retail will provide strong support in the current market, which is very favorable to the overall cost

of borrowing. Institutional business with our Tier I, and to a higher degree our II and III accounts will provide the depth of distribution required for your underwriting. The strengths of our distribution platforms are described in detail below.

**Fixed Income Sales, Trading & Underwriting Personnel
As of June 1, 2021**

Location	Underwriters	Traders	Institutional Sales	Bank Sales	Total
Atlanta			1		1
Austin			1		1
Boston	1	1	1		3
Charlotte		2	5		7
Chicago		3	17		20
Cincinnati			1		1
Cleveland			1		1
Dallas	3	4	3		10
Denver	1		1		2
Encino		4	2		6
Houston	1		2	7	10
Memphis			2		2
New York		7	8		15
Palm Beach Gardens		3	4		7
Phoenix		1			1
San Francisco			1		1
St. Paul		1	3		4
Total	6	26	53	7	92

*Plus 141 Retail Sales Professionals =
233 Total Municipal Institutional Sales, Trading,
Underwriting and Retail Sales Personnel*

Institutional Distribution Capabilities. HilltopSecurities has developed one the largest and most effective regionally based institutional sales efforts in the industry. The firm has 60 regional institutional salespeople assigned to cover the United States and California providing our clients access to the largest and most active regional and California institutional investors, including trading accounts.

Retail Distribution Capabilities. Our distribution network includes approximately 62 California based municipal retail brokers serving high-net-worth clients with over \$4 billion in tax free assets under custody in nearly 12,000 accounts. The firm has retail sales offices in Encino, Sherman Oaks, Sacramento, Beverly Hills, Monterey, Cardiff by the Sea, San Diego and San Francisco (the combined firm has 47 offices). HilltopSecurities can structure the syndicate policy to give priority to residents during the order period. Retail buyers are important in this sector because they provide the lowest cost of capital.

Additionally, HilltopSecurities provides securities clearing services to over 170 securities brokerage firms (“Correspondent Firms”) located in 32 states employing 2,500 brokers with over 200,000 brokerage accounts. Clearing services include maintaining accounts, processing securities and transactions, extending margin loans, and performing a variety of administrative services as agent for our Correspondent Firms and their clients. At present, the firm averages some 70,000 trades daily.

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.

HilltopSecurities believes that strong recommendations from our clients are the most accurate indications of our firm’s level of service and expertise. Following are our references:

City of Monrovia	City of Upland	City of Calimesa
Buffy J Bullis, Admin Services	Londa Bock-Helms, Finance	Bonnie Johnson, City Manager
Library Parcel Tax S Ivy Ave, Lease/Pension Monrovia, CA 91016 RD/SA (626) 932-5513 Bbullis@ci.monrovia.ca.us Client since 1984	CFDs 460 N Euclid Housing Upland, CA 91785 (909) 931-4172 lhelms@ci.upland.ca.us Client since 1997	908 Park Ave 6 CFDs Calimesa, CA 92320 (909) 795-9801 bjohnson@cityofcalimesa.net Client since 2014

River Islands Public Financing Authority

Herb Moniz, Director

\$600,000,000+ 2222 Camino Ramon
 CFDs Bonds San Ramon, CA 94583
 (925) 973-2531

herbmoniz@sbcglobal.net
 Client since 2011

City of Rio Vista, CA

Rob Hickey, City Manager

2 CFDs One Main Street
 2 Leases Rio Vista, CA 94571
 (707) 374-6451

rhipkey@ci.rio-vista.ca.us
 Client since 2017

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.

The underwriting department role is to price the Bonds to the widest range of investors, which leads to the lowest cost of borrowing of an issuer. The underwriting and public finance banking department works in sync to find the highest investor demand while keeping interest rates and yields as low as possible.

Investor Diversification. The most diverse purchasers of the District's Bonds will ensure more interest in not only the primary market, but the secondary market as well. Additionally, the inclusion of Tier II and Tier III investors will keep larger Tier I investors from dictating pricing should they decide to do the credit work. The adjacent list is those who HilltopSecurities knows or believes are prospective buyers of the District's CFD Bonds. This list includes buyers for 3%, 4% and 5% coupons. Including all these coupons in the pricing will keep all buyers engaged, producing a higher demand for your Bonds.

Targeted Buyers of Altadena Library CFD			
Allince Bernstein	AMI Asset	AR Asset	American Century
Baum	Bellehaven	Bellvale	Boston Company
Bridge Harbor	Blackrock	Bluefin Trading	CFG Cap
Charles Fish	Churchill	City National	Columbia
Capital Group	Eagle Asset	Eaton Vance	Envision
Franklin	Goldman Sachs	Guggenheim	Gurtin
Highmark	Hopwood	Investco	JP Morgan
Lancer Global	Loews	Lord Abbot	Macay Shields
MFS Invst	Midland	Northern Trust	Nueveen
Old Orchard	Orix	Oppenheimer	Payden Rygel
Pimco	Principal	RBC Arb	Susquehana
Templeton	Thornberg	UMB Bank	Union Bank
USAA	Van Eck	Vanguard	Waddell
Wall Street	WAMCO	Watermill	Wells Capital
William Jones	HilltopSecurities Retail		

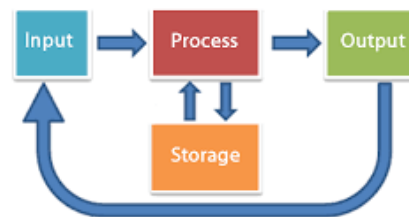
The marketing strategy will focus on original issue discount bonds which are lower coupon bonds, but the inclusion of all coupons will ensure the ability to access the 5% coupon buyers, if needed.

HilltopSecurities would structure the Bonds to sell to the widest investor base possible that allows for the lowest cost of borrowing. Currently, selling Bonds through a retail structure (or with original issue discount) on Bonds after the call date provides the most cost benefit to the District. Most institutional investors want pricing with 5% coupons, which increases your debt service costs. HilltopSecurities believes we can structure this financing at levels that are attractive to both institutions and professional retail investors and at the lowest borrowing cost to the District. Structuring the financing to attract both professional retail and institutional investor interest will provide the lowest cost of borrowing.

HilltopSecurities would propose to work closely with the District, Municipal Advisor and other members of the District's financing team to determine the best course of action, such as structure, takedowns, couponing and call provisions. The current market at the time of pricing will guide some details, but HilltopSecurities will work to achieve your goals. We will help devise a suggested priority (such as below) and to achieve the lowest cost of borrowing with a mix of couponing to reach institutional investors and retail clients. As follows:

Marketing / Order Period:

- Mail POS Day 1
- Pre-pricing call Day 10-14
- Order period - Day 15 (Retail and Institutional orders)
- Sale date and execution of Purchase Agreement -Day 15



Priority of Orders:

- First priority **Retail going away (Local residents)**
- Second priority Retail going away (all others)
- Third priority Member

HilltopSecurities, if selected, will be as accommodating as possible to residents to assist in their efforts to buy the District's Bonds. The objective will be to market and sell your Bonds as aggressively as possible into local area markets. To the extent that orders are not filled due to an oversubscription in any maturity, we will attempt to reallocate unfilled orders to maturities that are undersubscribed and fill those orders.

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.

From time to time in the ordinary course of its business, HilltopSecurities is called upon to respond to inquiries or is subject to investigations or proceedings by federal, state or industry self-regulatory organizations. The firm is also involved, from time to time, in civil legal proceedings and arbitration proceedings concerning matters arising in connection with the conduct of its business. To the best of our knowledge, information and belief based upon the facts available at this time, there is no threatened or pending inquiry, investigation, litigation, arbitration or regulatory proceeding that we believe would have a material adverse impact on the ability of HilltopSecurities to perform public finance investment banking services. The Financial Industry Regulatory Authority (FINRA) maintains a public database known as BrokerCheck® that discloses reportable regulatory matters for HilltopSecurities. BrokerCheck® may be found at www.FINRA.org.

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.



HilltopSecurities ensures accessibility of key personnel to the District during the engagement through the utilization of a team approach, which provides a higher level of experience, proficiency, and client service by matching our individual talents to the tasks. As Day-to-Day Project Managers, Mr. Mike Cavanaugh and Ms. Robin Thomas will provide redundant coverage to the District that allows us to provide in-person coverage on relatively short notice and ensures work is completed in a timely and efficient manner. Todd Smith and Ryan Cunningham will work with Mike and Robin to provide banking support. Ryan will have primary responsibility for analytics and financial analysis. They have extensive experience in California with similar projects and will provide added benefit. Bill Evans serves as lead underwriter on all California investment grade transactions; he will work in tandem with Kelly Jocoy, who has over 40 years of California municipal bond experience. Both Kelly and Bill will work closely with the banking team to ensure maximum market acceptance for the District. Brief resumes can be found below.

Mike Cavanaugh, Managing Director, Lead Banker, started his career in Public Finance in 1991 as a financial analyst and has over twenty years of senior management banking experience. Mike will serve as the day-to-day contact for this engagement and will attend meetings, as necessary. **Since 2018, Mike has completed 13 CFD transactions totaling over \$100,000,000.** Mr. Cavanaugh holds a Bachelor of Science Degree in Business Administration from the University of Southern California. He is a Registered Representative with the Financial Industry Regulatory Authority (FINRA) (Series 7). Mr. Cavanaugh is an active member of the Committee on Assessments, Special Taxes and Other Financing Facilities (CASTOFF) and California Society of Municipal Finance Officers (Statewide and the San Diego Chapter).



Mike Cavanaugh
Managing Director
Public Finance Banking

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Fax 760.632.8621
Mike.Cavanaugh@hilltopsecurities.com



Robin Thomas
Managing Director
Public Finance Banking

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Cardiff by the Sea, California 92007

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Fax 760.632.8621
Robin.Thomas@hilltopsecurities.com

Robin Thomas, Managing Director, is a Managing Director at HilltopSecurities, having joined the firm in 2012. Robin is in the firm’s Cardiff, California office and will work closely with Mike on this transaction. Ms. Thomas has been active in the California public finance community for 40 years, starting her career in Public Finance in 1981. As such, she has underwritten in excess of \$6 billion in debt over her career, working with pension, revenue bonds, redevelopment agencies, cities, special districts, non-profit organizations, community facilities districts and various financing authorities. **Since 2018, Robin has completed 6 CFD transactions totaling over \$26,000,000.** Ms. Thomas’ professional registrations include General Securities Representative (Series 7), Municipal Securities Principal (Series 53) and Uniform Securities Agent State Law (Series 63) licenses.

Todd Smith, Managing Director, has been involved in the underwriting of over \$3.5 billion in public finance transactions since 1996, including revenue bonds, COPs, lease revenue bonds, land secured transactions, tax allocation bonds, affordable housing projects, enterprise revenue bonds, and general obligation bonds. **Since 2018, Todd has completed 15 CFD financings totaling over \$250,000,000.** In 2008 and 2009, Mr. Smith was the lead banker on the Far West Region Bond Buyer Deal of the Year for the Yuba County Levee Improvement Authority and Chawanakee Unified School District, respectively, each a lease transaction. Mr. Smith holds a Bachelor of Arts Degree from California State University Fullerton in Economics. Mr. Smith has the Series 7 and Series 63 licenses.



Todd Smith
Managing Director
Public Finance Banking

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Todd.Smith@hilltopsecurities.com



Ryan Cunningham
Director
Public Finance Banking

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Fax 760.632.8621
Ryan.Cunningham@hilltopsecurities.com

Ryan Cunningham, Director, served as a public finance banker for Southwest Securities from 2006-2012. His experience includes cities, counties, school districts, water districts, utility districts, economic development corporations, and tax increment financing. He has also been a consultant for the United Nations in the areas of sustainable/environmental finance and worked as a Fitch credit analyst for infrastructure project finance transactions. Mr. Cunningham holds a BS from Saint Vincent College in Political Science, an MPA with a concentration in public finance and MA in Latin American Studies from

Indiana University, and a certificate in Climate and Renewable Energy Finance from the Frankfurt (Germany) School of Banking & Management. Mr. Cunningham joined HilltopSecurities in 2018. Mr. Cunningham holds SIE, Series 52, and Series 63 licenses.

William Evans, Managing Director, will serve as lead underwriter for the team. Mr. Evans has worked in the public finance industry since 2002 and joined HilltopSecurities in 2020. Bill earned an Executive MBA from Fordham University and is a graduate of Northeastern University with a BS/BA in Finance and Accounting. He is a Registered Representative of FINRA with the Series 3, 7, and 63 licenses. Bill has been lead underwriter on all California water and sewer deals since arriving at HilltopSecurities.

Kelly Jocoy, Managing Director, will serve as lead trader for the District and work closely with Bill Evans on pricing and structuring of your Bonds. He works out of our Encino, CA office. Mr. Jocoy has over 34 years of experience in the municipal bond markets. Mr. Jocoy joined HilltopSecurities in October 2015 coming from Citibank, where he was director of municipal trading and oversaw all the firm's competitive and negotiated underwriting for California and the Northwest. In addition, he was responsible for all secondary block trading for revenue bonds in California including those of the District. Mr. Jocoy focuses on expanding the underwriting business for the firm's Western Region, while overseeing the firm's immense retail trading demands. He works closely with our banking team and Bill Evans on municipal financing structures. He holds the professional registrations of General Securities Representative (Series 7), Uniform Securities Agent State Law (Series 63) and Municipal Securities Principal (Series 53) licenses.



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?



HilltopSecurities traces its roots in municipal finance to two firms: FirstSouthwest and Southwest Securities. Southwest Securities, Inc., was founded in 1972 (48 years ago) and was a pioneer in the securities clearing business, becoming the “back office” for several other brokerage houses. In addition to developing clearing as a core business, the firm made strategic acquisitions and added complementary lines of business, entering the public finance and municipal underwriting business in 1987. M.L. Stern & Co. became part of Southwest Securities in 2008. It had California municipal finance offices since 1980.

First Southwest Company, LLC (“FirstSouthwest”), founded in 1946 (74 years ago), was dedicated to serving the financing needs of local municipalities and, over the years, grew into a national firm with expertise in every sector of public finance. In 2015, HilltopSecurities and FirstSouthwest became common control affiliates under Hilltop Holdings Inc., a financial holding company with operations in underwriting, financial advisory, commercial banking, and mortgage origination through its wholly owned subsidiaries.

HilltopSecurities is headquartered in Dallas, Texas; the firm has approximately 770 employees in 47 offices in 18 states. HilltopSecurities currently has eight offices in California, employing a total of 88:

- Cardiff - 7 employees
- Encino - 13 employees
- Monterey - 14 employees
- Roseville - 13 employees
- San Diego - 9 employees
- San Francisco - 9 employees
- Sherman Oaks - 23 employees



PrimeLending, a mortgage subsidiary of Hilltop Holdings, has 34 additional branches in the state.

HilltopSecurities is known for its integrity, a reputation molded by strict adherence to regulations. As one of only a few financial advisory firms that is also a registered broker/dealer, HilltopSecurities is subject to the rules and regulations of various governmental bodies such as the U.S. Securities and Exchange Commission (“SEC”) and the Financial Industry Regulatory Authority (“FINRA”), among others, and we adhere to the rules of the Municipal Securities Rule Making Board (“MSRB”). Our stringent compliance to regulation reinforces the high standards to which we adhere in all our roles and relationships, creating an atmosphere of trust for our clients. If privileged to serve the District, HilltopSecurities would have a responsibility, as an underwriter to deal always with both the District and investors, a responsibility we take extremely seriously and are dedicated to upholding.



As a course of our everyday business, we have provided a summary version of our scope of services, which will hold true for all deals or any size for any issuer. Our services to the District will include, but not be limited to, the following:

PRELIMINARY

- Meet with Town Staff, Municipal Advisor and others to ascertain the Town's financing goals and objectives
- Assess feasibility of possible financing
- Help the Town and Municipal Advisor oversee assembly of financing team
- Regularly interface with financing team members
- Attend Council or staff meetings as deemed necessary or appropriate
- Attend financing team meetings as deemed necessary or appropriate
- Analyze numerous financing structures through computer modeling
- Provide illustrative financial models to assess all possible financing alternatives
- Advise on implications of various structuring provisions such as:
 - Call features (length, price)
 - Additional Bonds tests
 - Subordinate debt
 - Debt service reserve funds, surety bonds, capitalized interest
 - First coupon and principal payment
 - Cash flow/ special tax analysis
 - Serial bonds, term bonds and sinking funds redemption
- Advise on the attainability and/or desirability of credit enhancements, such as bond insurance, letters of credit, etc.
- Advise on the desirability of obtaining a municipal bond rating

PRE-PRICING

- Assist in legal document (official statements, indenture, etc.) preparation/revision
 - Assure structuring features are accurately expressed
 - Assure compliance with continuing disclosure rules
 - Assure compliance with industry standards
 - Solicit bond insurance bids (if bond insurance is deemed advisable)
 - Prepare supporting documentation and credit analyses
 - Develop and deliver presentations as necessary
- Provide point of contact for agencies
- Solicit a municipal bond rating on the issue (if a rating is deemed advisable)
 - Prepare supporting documentation and credit analyses
 - Develop and deliver presentations as necessary
 - Provide point of contact for agencies
- Assist in printing and distribution of preliminary official statement
- Assess current market conditions and advise the agency accordingly
- Develop comprehensive marketing plan to ensure the most efficient sale
- Alert various institutions to the upcoming sale
- Advise regularly the Town and team members as to market timing issues
- Hold a pre-pricing conference call with potential bidders the day before pricing
 - Discuss current market, advise accordingly
 - Illustrate the pricing levels recommended
 - Explain implications and illustrate the effects

- Obtain clearance from agency before we go into the market
- Pre-apply for CUSIP numbers
- Pre-apply for DTC eligibility
- Conduct a pre pricing phone call complete with comparable issues to assure correct bond pricing

PRICING DAY

- Monitor the progress of the pricing
- Determine if lower interest rates are obtainable
- Advise Town and Municipal Advisor as to the success of the pricing
- Obtain verbal confirmation from Town or FA of the acceptance of the pricing
- Help distribute bond purchase contract to be signed by the Town and the Underwriter
- Update preliminary official statement to final status based on the pricing
- Prepare comprehensive reports detailing the new bond issue and the entire transaction, such as:
 - Comprehensive debt service schedules
 - Sources and uses of funds
- Alert Bond Counsel that the issue has priced and provide the necessary information
- Alert CDIAC of the bond issue

PRE-DELIVERY

- Obtain wiring instructions from the trustee and prepare for funds transfer
- Finalize arrangements with credit enhancer (if any)
- Arrange for the printing and distribution of the final official statement
- Participate in the final revisions of all legal documents
- Prepare and distribute instructions for events to occur on closing day
- Attend pre-closing session to ensure all documents are in order
- Assure delivery of the bond certificates to DTC

DELIVERY

- Check wire transfer of proceeds to the trustee
- Verify the receipt of the wire by trustee
- Release bonds through DTC

POST DELIVERY

- Monitor market conditions and developments relating to the Town and its bonds
- Assist if necessary, in the provision of continuing disclosure
- Provide ongoing advice and market insight for the Town@@
- Avail ourselves to questions or concerns regarding any financial matter with which the Town may need assistance
- Prepare post closing pricing summary

The real value HilltopSecurities will bring to your financing is the ability to find the lowest cost of capital. This could come in many forms, high rating, low coupons, tight spreads to MMD or a combination. We look forward to working with the District in any way you determine beneficial to your financing needs. HilltopSecurities is ready to accept the challenge and demands of being your Underwriter.

**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)
\$3.25	\$0.83	\$0.0	\$4.08

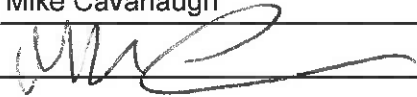
This proposal submitted by: Hilltop Securities, Inc.
Company Name

Address: 2533 South Coast Highway 101, Suite 500 Cardiff, CA

Telephone Number: 760-632-6824

Fax Number: _____

Contact Name: Mike Cavanaugh

Authorized Signature: 

Altadena Library District

Appendix A

Spreads to MMD on recent transactions

Appendix A



HilltopSecurities

Comparable Transactions

Sale Date	7/10/19 PRICING						7/10/19 PRICING						6/19/2019								
Issuer	City of Upland						City of Upland						City of Stockton								
Issue Type	CFD No. 2015-1 - Sycamore Hills						CFD No. 2015-1 - Sycamore Hills						CFD No. 2005-1								
Par	\$5,315,000						\$3,845,000						\$9,855,000								
U/L Ratings (M/SP/F)	NR						NR						NR								
Maturity	September 1 09/01/26 @ 103 09/01/27 @ 102						September 1 09/01/26 @ 103 09/01/27 @ 102						September 1 09/01/26 @ 103 09/01/27 @ 102								
Call Feature	09/01/28 @ 101 09/01/29 @ 100						09/01/28 @ 101 09/01/29 @ 100						09/01/28 @ 101 09/01/29 @ 100								
	MMD					YTM	Tsy					MMD					YTM				
Maturity	7/9	Coupon	Yield	YTM	Spread	Spread	7/10	Coupo n	Yield	Spread	Tsy	7/9	Spread	MMD	6/18	Coupon	Yield	YTM	Spread	YTM	Spread
2020	1.190											1.190			1.310	3.000	1.410			0.100	
Interpolated 2021	1.220											1.220			1.330	3.000	1.630			0.300	
Interpolated 2022	1.230											1.230			1.340	5.000	1.740			0.400	
Interpolated 2023	1.240											1.240			1.350	5.000	1.850			0.500	
Interpolated 2024	1.290											1.290			1.370	2.000	2.120			0.750	
Interpolated 2025	1.350						1.938	4.000	4.120	2.182	1.350	2.770			1.410	2.000	2.210			0.800	
Interpolated 2026	1.410											1.410			1.470	2.250	2.370			0.900	
Interpolated 2027	1.480											1.480			1.540	2.250	2.540			1.000	
Interpolated 2028	1.550											1.550			1.610	2.375	2.660			1.050	
Interpolated 2029	1.620	2.500	2.620		1.000							1.620			1.680	2.500	2.780			1.100	
Interpolated 2030	1.690						2.065	4.500	4.540	2.475	1.690	2.850			1.750	5.000	2.500	3.000	0.750	1.250	
Interpolated 2031	1.730											1.730			1.810	2.750	3.000			1.190	
Interpolated 2032	1.790											1.790			1.860	3.000	3.060			1.200	
Interpolated 2033	1.840											1.840			1.900	3.000	3.100			1.200	
2034	1.890											1.890			1.950	3.000	3.150			1.200	
2035	1.930						2.574	5.000	5.120	2.546	1.930	3.190			1.990	3.000	3.190			1.200	
2036	1.970											1.970			2.030						
2037	2.010	3.125	3.200		1.190							2.010			2.070	3.125	3.270			1.200	
2038	2.050											2.050			2.110						
2039	2.090						2.574	5.000	5.170	2.596	2.090	3.080			2.150	3.125	3.350			1.200	
2040	2.130											2.130			2.190						
2041	2.170	3.250	3.360		1.190							2.170			2.230	3.250	3.430			1.200	
2042	2.200											2.200			2.260						
2043	2.220											2.220			2.280						
2044	2.230											2.230			2.290						
2045	2.240											2.240			2.300						
2046	2.250											2.250			2.310						
2047	2.260											2.260			2.320						
2048	2.270											2.270			2.330						
2049	2.280	4.000	3.410	3.722	1.150	1.442						2.280			2.340						
2050		3.500	3.580		1.300																
2051																					

Sale Date	2/27/2019						PRICING 1/23/2020						Pricing 5/6/20					
Issuer	River Islands PFA						City of Hawthorne						San Joaquin Area Flood Control Agency					
Issue Type	CFD 2003-1						Special Tax Bonds						Assessment Revenue Bonds					
Par	\$38,490,000						\$9,435,000						\$22,000,000					
U/L Ratings (M/SP/F)	NR						- / A / -						- / A / -					
Maturity	September 1						September 1						October 1					
Call Feature	09/01/26 @ 103 09/01/27 @ 102 09/01/28 @ 101 09/01/29 @ 100						9/1/2027 103 Call DTP in 2030						10/1/30 at par					
	MMD	YTM				MMD	YTM				MMD	YTM						
Maturity	2/26	Coupon	Yield	YTM	Spread	Spread	1/22	Coupon	Yield	YTM	Spread	Spread	5/4	Coupon	Yield	YTM	Spread	Spread
2020	1.580						3.000	0.900					0.770	4.000	1.520		0.750	
Interpolated 2021	1.590						0.860	3.000	0.950	0.090			0.770	4.000	1.570		0.800	
Interpolated 2022	1.610						0.870	3.000	1.050	0.180			0.850	4.000	1.750		0.900	
Interpolated 2023	1.640						0.870	3.000	1.080	0.210			0.890	4.000	1.890		1.000	
Interpolated 2024	1.700						0.890	3.000	1.180	0.290			0.950	5.000	2.050		1.100	
Interpolated 2025	1.770	4.000	2.750		0.980		0.910	3.000	1.270	0.360			1.010	5.000	2.160		1.150	
Interpolated 2026	1.840	4.000	2.820		0.980		0.980	4.000	1.370	0.390			1.070	5.000	2.320		1.250	
Interpolated 2027	1.930	4.000	2.930		1.000		1.060	4.000	1.510	0.450			1.120	5.000	2.370		1.250	
Interpolated 2028	2.020	4.000	3.070		1.050		1.160	4.000	1.630	0.470			1.180	5.000	2.480		1.300	
Interpolated 2029	2.120	4.000	3.220		1.100		1.230	4.000	1.720	1.853	0.490	0.623	1.240	5.000	2.540		1.300	
Interpolated 2030	2.230	3.125	3.430		1.200		1.320	4.000	1.800	2.082	0.480	0.762	1.310	5.000	2.610		1.300	
Interpolated 2031	2.320	3.250	3.520		1.200		1.380	4.000	1.900	2.286	0.520	0.906	1.410	4.000	2.810	2.895	1.400	
Interpolated 2032	2.390	3.375	3.640		1.250		1.420	2.125	2.270		0.850		1.510	3.000	2.910		1.400	
Interpolated 2033	2.440	3.500	3.690		1.250		1.460	2.250	2.340		0.880		1.610	3.000	3.010		1.400	
2034	2.480						1.500	2.250	2.380		0.880		1.640	3.000	3.040		1.400	
2035	2.540						1.550	2.375	2.450		0.900		1.690	3.000	3.090		1.400	
2036	2.600						1.590	2.375	2.490		0.900		1.730					
2037	2.660						1.630						1.780					
2038	2.720	5.000/ 4.000	4.020/ 4.120	4.363/ -	1.300/ 1.400	1.643/ -	1.670						1.820					
2039	2.780						1.710						1.860					
2040	2.820						1.740						1.900	3.250	3.350		1.450	
2041	2.850						1.770						1.940					
2042	2.870						1.800						1.980					
2043	2.890	5.000/ 4.125	4.190/ 4.290	4.537/ -	1.300/ 1.400	1.647/ -	1.830						2.010					
2044	2.900						1.860						2.040					
2045	2.910						1.880						2.060	3.375	3.510		1.450	
2046	2.920						1.890						2.070					
2047	2.930						1.900						2.080					
2048	2.940	5.000	4.240	4.603	1.300	1.663	1.910						2.090					
2049	2.950	4.125	4.350		1.400		1.920						2.100	3.375	3.550		1.450	
2050							1.930						2.110					

Sale Date	Pricing 6/16/20							Pricing 6/16/20							8/19/2020							Pricing 12/9/2020						
Issuer	WPUSD							WPUSD							Calimesa CFD No. 2018-1 (Summerwind Trails)							Capistrano USD						
Issue Type	CFD 1 BAN							CFD 2 BAN							Special Tax Bonds							CFD 98-1A						
Par	\$18,545,000							\$34,980,000							\$14,895,000							\$2,790,000						
U/L Ratings (M/SP/F)	MIG 1							MIG 2							- / - / -							- / A- / -						
Maturity	June 1							June 1							September 1							September 1						
Call Feature	6/1/2023 Par Call							6/1/2023 Par Call							9/1/2027 103 Call DTP in 2030							9/1/27 @ 103 DTP 9/1/30						
Maturity	MMD			YTM				MMD			YTM				MMD			YTM				MMD			YTM			
	6/15	Coupon	Yield	YTM	Spread	Spread	6/15	Coupon	Yield	YTM	Spread	Spread	8/13	Coupon	Yield	YTM	Spread	Spread	12/8	Coupon	Yield	YTM	Spread	Spread				
2020	0.220						0.220																					
Interpolated 2021	0.240						0.240						0.100	4.000	1.400	1.300			0.130	4.000	0.280	0.150						
Interpolated 2022	0.250						0.250						0.110	4.000	1.450	1.340			0.140									
Interpolated 2023	0.300						0.300						0.120	4.000	1.550	1.430			0.160	4.000	0.610	0.450						
Interpolated 2024	0.380	2.000	1.350	1.606	0.970	1.226	0.380	2.000	1.600	1.758	1.220	1.378	0.150	4.000	1.600	1.450			0.180	4.000	0.680	0.500						
Interpolated 2025	0.520						0.520						0.210	4.000	1.700	1.490			0.220	4.000	0.820	0.600						
Interpolated 2026	0.630						0.630						0.300	4.000	1.800	1.500			0.310	4.000	0.960	0.650						
Interpolated 2027	0.700						0.700						0.400	4.000	1.950	1.550			0.400	4.000	1.070	0.670						
Interpolated 2028	0.770						0.770						0.490	4.000	2.100	1.610			0.510	4.000	1.210	0.700						
Interpolated 2029	0.850						0.850						0.570	4.000	2.250	2.290	1.680	1.720	0.620	4.000	1.320	1.550	0.700	0.930				
Interpolated 2030	0.940						0.940						0.640	4.000	2.400	2.543	1.760	1.903	0.700	4.000	1.380	1.807	0.680	1.107				
Interpolated 2031	1.030						1.030						0.690	4.000	2.450	2.686	1.760	1.996	0.790	4.000	1.470	2.037	0.680	1.247				
Interpolated 2032	1.120						1.120						0.760	4.000	2.550	2.837	1.790	2.077	0.850	4.000	1.530	2.211	0.680	1.361				
Interpolated 2033													0.840	4.000	2.700	2.998	1.860	2.158	0.900									
2034													0.890	4.000	2.750	3.081	1.860	2.191	0.940									
2035													0.940	4.000	2.800	3.154	1.860	2.214	0.980	2.000	2.050	1.070						
2036													0.980	4.000	2.850	3.219	1.870	2.239	1.020									
2037													1.020	4.000	2.900	3.276	1.880	2.256	1.060									
2038													1.060						1.100									
2039													1.100						1.140									
2040													1.140						1.180	2.125	2.220	1.040						
2041													1.170						1.220									
2042													1.200						1.260									
2043													1.230						1.290									
2044													1.260						1.320	2.250	2.330	1.010						
2045													1.280	4.000	3.100	3.534	1.820	2.254	1.350									
2046													1.290						1.360									
2047													1.300						1.370									
2048													1.310						1.380									
2049													1.320						1.390									
2050													1.330	4.000	3.150	3.603	1.820	2.273	1.400									

Sale Date	Pricing 12/9/2020							Pricing 2/17/2021							Pricing 2/17/2021			
	Capistrano USD							City of Upland							City of Upland/Taxable			
Issuer	CFD 98-1B							CFD 2016-1 Harvest at Upland IA#2							CFD 2016-1 Harvest at Upland IA#2			
Issue Type	\$5,480,000							\$3,490,000							\$5,005,000			
Par	- / BBB / -							NR							NR			
U/L Ratings (M/SP/F)	September 1							September 1							September 1			
Maturity	9/1/27 @ 103 DTP 9/1/30							9/1/2030 Par Call							9/1/2030 Par Call			
Call Feature																		
	MMD	YTM					MMD	YTM										
	Maturity	12/8	Coupon	Yield	YTM	Spread	Spread	2/16	Coupon	Yield	YTM	Spread	Spread	UST Spot	Coupon	Yield	Spread	
2020																		
Interpolated 2021	0.130	4.000	0.280		0.150													
Interpolated 2022	0.140						0.070	2.000	0.950		0.880							
Interpolated 2023	0.160	4.000	0.660		0.500		0.090	3.000	1.070		0.980							
Interpolated 2024	0.180	4.000	0.730		0.550		0.130	3.000	1.250		1.120							
Interpolated 2025	0.220	4.000	0.870		0.650		0.190	2.000	1.400		1.210							
Interpolated 2026	0.310	4.000	1.010		0.700		0.260	2.000	1.550		1.290							
Interpolated 2027	0.400	4.000	1.120		0.720		0.350	2.000	1.750		1.400							
Interpolated 2028	0.510	4.000	1.260		0.750		0.470	3.000	1.950		1.480							
Interpolated 2029	0.620	4.000	1.370	1.590	0.750	0.970	0.570	3.000	2.090		1.520		1.289	3.250	3.250	1.961		
Interpolated 2030	0.700	4.000	1.430	1.843	0.730	1.143	0.670	4.000	2.190		1.520							
Interpolated 2031	0.790	4.000	1.520	2.071	0.730	1.281	0.750	4.000	2.270	2.406	1.520	1.656						
Interpolated 2032	0.850	3.000	1.780	2.005	0.930	1.155	0.800	4.000	2.320	2.561	1.520	1.761						
Interpolated 2033	0.900						0.850	4.000	2.370	2.693	1.520	1.843	1.289	3.625	3.700	2.411		
2034	0.940						0.890											
2035	0.980	2.000	2.100		1.120		0.930											
2036	1.020						0.970											
2037	1.060						1.010											
2038	1.100						1.050											
2039	1.140						1.090											
2040	1.180	2.125	2.300		1.120		1.130	4.000	2.610	3.193	1.480	2.063	2.064	3.800	3.920	1.856		
2041	1.220						1.170											
2042	1.260						1.210											
2043	1.290						1.240											
2044	1.320						1.270											
2045	1.350	2.250	2.440		1.090		1.300	4.000	2.780	3.388	1.480	2.088						
2046	1.360						1.310											
2047	1.370						1.320											
2048	1.380						1.330											
2049	1.390						1.340											
2050	1.400	2.375	2.520		1.120		1.350											
2051							1.360	4.000	2.840	3.486	1.480	2.126						



**BOARD OF LIBRARY TRUSTEES
AGENDA ITEM VIII.B. REPORT - JUNE 2021**

REPORT: Agenda Item VIII.b.

MEETING DATE: June 15, 2021

PREPARED BY: Nikki Winslow

LOCATION: Virtual Zoom Meeting

TITLE: Community Facilities District (CFD) Administration Services Recommendation

BACKGROUND:

The Altadena Library District is assembling a team of experts to drive the bond issuance process. This includes a firm to perform CFD Administration Services. The Board of Trustees approved a Request for Proposals (RFPs) to hire CFD Administration Services at their meeting on May 24, 2021. The RFP was posted on May 25, 2021 and closed on June 8, 2021.

ALD staff organized a working group to review the proposals received for this RFP. The working group included District Director Nikki Winslow, Trustee Terry Andrues, Municipal Advisor Doug Anderson and Administrative Services Manager Nicole Fabry. Director Winslow worked with Doug Anderson to develop the scoring criteria that was approved by the CFD Committee at their May 25 Special Meeting and came to consensus on what considerations would be applied for each of the criteria.

Director Winslow emailed the five proposals that were received after the June 8 deadline for review and scoring. The five firms that submitted proposals were:

- Cooperative Strategies
- DTA Municipal Solutions
- NBS
- Webb Municipal Finance
- Willdan Financial Services

The working group met on June 11 to share their scoring of the proposals and discuss which firm they felt was most qualified to perform this work for ALD. All five firms presented strong proposals and it was a competitive scoring process. Based on the scoring of the proposals, NBS received the overall highest score (see scoring table following this report). Their proposal demonstrated their in-depth familiarity with ALD, both in terms of scope of work and community engagement and dynamics. They are our current Special Tax Assessment Firm to oversee the funding we receive from Measure A and we are very happy with the work we have done with them on this each year. They were also integral to the CFD Formation process last year, providing expert advice and information. Their cost was also the second lowest presented and also included the optional services we will need to carry out, including mailers to the community about the CFD funding that will be part of their tax bill next fiscal year.

FISCAL IMPACT:

NBS provided a Cost Section on page 13 of their proposal for review. The Not-to-Exceed (NTE) amount for the Bond Issuance is \$12,500. The NTE amount for the Annual Administration of the CFD is \$12,500. They also included an optional one-time service to do required mailing as NTE \$9,500 as well.

RECOMMENDATION:

The CFD Committee and staff recommend that the Board approve and allow the District Director to hire **NBS** to provide CFD Administration Services for the District.



CFD ADMINISTRATION SERVICES RFP PROPOSAL SCORING

For this round, please score each proposal out of the total possible points.			Firm: Cooperative	Firm: DTA	Firm: NBS	Firm: Webb	Firm: Willdan
CRITERIA	TOTAL POINTS POSSIBLE	SCORING CONSIDERATIONS	TOTAL POINTS AWARDED	TOTAL POINTS AWARDED	TOTAL POINTS AWARDED	TOTAL POINTS AWARDED	TOTAL POINTS AWARDED
Complete proposal package	Yes No	A no disqualifies	Yes	Yes	Yes	Yes	Yes
Provided list of other governmental agencies with whom firm is presently under contract.	20	Experience with local agencies; also with mid-to-large agencies	20	20	20	20	20
Described tools for research and analysis for the Special Tax Bond Issuance.	40	What resources and strategies they would approach the bond issuance process	33	35	37	36	34
Pricing schedule is transparent, responsive, and reasonable	40	Who will be the assigned point person and what is their hourly rate or flat fee that is proposed.	33	24	36	30	36
Proposer has completed five (5) similar CFD Administration contracts within the last five (5) years, especially a special district and/or library system contracts.	40	Property tax focused special districts would be more relevant.	33	33	33	34	34
Does the proposal present a grasp of District priorities, project scope, intent, and timeline?	80	Mention of ALD Strategic Plan, ARG reports w/cost estimating, understands our needs and will be able to represent the District in a knowledgeable and professional manner. Emphasis on fiscal responsibility to the taxpayers.	57	54	73	59	63
Demonstrates process for annual assessment preparation, delinquency research and analysis, and annual disclosure requirements.	60	Should recognize they are independent of the District, act as a fiduciary to the District. Should not be tied to the Bond Counsel. Independent in totality.	45	49	58	56	55
Ability and capacity to perform the work (including key personnel committed to project and local presence)	60	Who will be the point person that we will work directly to lead the process as the expert. Sufficient experience to provide necessary guidance and leadership; availability to staff; local office preferable	43	53	60	55	56
Proposal has demonstrated a likelihood of success as District's Special Tax Consultant	60	Attention to detail throughout the proposal	43	43	57	48	51
TOTAL POINTS	400	0	221	232	281	252	259
FINAL RANKINGS			5	4	1	3	2

Aerial view of Altadena Library
via Google Earth



**Altadena
Libraries**
Bringing PEOPLE + IDEAS Together

ALTADENA LIBRARY DISTRICT

Proposal for:

CFD Administration Services

June 8, 2021



nbsgov.com



32605 Temecula Parkway, Suite 100
 Temecula, CA 92592
 Toll free: 800.676.7516

nbsgov.com

COVER LETTER

June 8, 2021

Nikki Winslow
 District Director
 Altadena Library District
Electronic Submittal via BidNetDirect

RE: Proposal for CFD Administration Services

Dear Ms. Winslow and Review Committee,

We studied your RFP and two addenda for Community Facilities District (CFD) Administration, and we fully understand the needs that the Altadena Library District has for this effort. A CFD is a viable and flexible tool for special districts and other public agencies, but that flexibility means proactive care and diligence are needed for bond issuance and annual administration. A long list of one-time and annual tasks are required. Moreover, the approving voters and community at large demand that the funds are well managed, taxes are correctly calculated and collected, and the commensurate tasks are efficiently managed.

Our team at NBS has 25 years of this specific experience. This includes CFDs, bond issuances, ongoing continuing disclosure and, importantly, the annual tax roll management. We have proactively administered such tasks for hundreds of bond issues and millions of parcels. We know LA County systems, data, and the relevant resources. We live and breathe this. Our many references, including CFDs for libraries (such as for the City of Belmont, the Belvedere-Tiburon Library Agency, and the recent successful implementation of Altadena’s Measure A) and a wide-range of other public infrastructure and services will attest to that.

We understand the services as listed in the RFP. We intend on contracting in good faith, if we are awarded this work. NBS accepts the terms, conditions and general form of the Altadena Library District standard Consultant Services Agreement, with acknowledgement that we need to add standard Municipal Advisor disclosures and with the understanding that the Errors and Omissions Liability listed in Section 1.2 of the RFP will be used at time of contracting.

We hope this proposal demonstrates that we have the personnel, systems, experience and qualifications to provide these services, at a fair, reasonable and commensurate cost structure.

Please contact me at 800.676.7516 or via email at smares@nbsgov.com if you have any questions or would like to discuss our professional qualifications further. We would genuinely like to work on this project and help the District move forward successfully.

Sincerely,

Sara Mares
 Director


Michael Rentner
 President

TABLE OF CONTENTS

I EXPERIENCE	1
II PERSONNEL.....	6
III QUALIFICATIONS/SCOPE OF WORK.....	9
IV COST SECTION.....	13
APPENDICES	16
APPENDIX A PROJECT TEAM RESUMES	17
APPENDIX B MUNICIPAL ADVISOR DISCLOSURE.....	25



I | EXPERIENCE





AT-A-GLANCE: HELPING COMMUNITIES FUND TOMORROW

25 YEARS In Business **100% ESOP** NBS is a 100% employee-owned S-Corporation

 **NBS HEADQUARTERS**
32605 Temecula Pkwy | Suite 100
Temecula, CA 92592

SAN FRANCISCO REGIONAL OFFICE
870 Market Street | Suite 1223
San Francisco, CA 94102

 **CONTACT**
Sara Mares | 800.676.7516
smares@nbsgov.com

 **LEGAL NAME** **DBA** **50**
NBS Government NBS **EMPLOYEES**
Finance Group

 **INDIVIDUAL AUTHORIZED TO NEGOTIATE AGREEMENT**
Michael Rentner, President

Since 1996, NBS has supported California municipalities with the implementation and ongoing administration of local funding tools.

While the firm originally focused on Special Financing Districts (SFDs), specifically the formation and administration of special assessments and taxes, we have evolved with our clients' needs and now provide a full range of revenue consulting services. We focus on sustainable water and wastewater utility rate programs, cost allocation plans, cost recovery, and legally-justified fee design. Across all practice areas, we have worked with more than **500 public agencies** to date, including cities, counties, school districts, utilities, and special districts.

District Consulting Group

The NBS District Consulting Group ensures your Special Financing Districts (SFD) and related revenue tools are well-developed from their inception, and then administered robustly over their lifetime.



We act as strong advocates for our public agency clients to ensure that any SFD or other revenue tool is appropriate and well-crafted for the need. Throughout our engagement, we provide sage guidance and recommendations. We are often called upon to present complex issues to councils, boards and interested parties.



We have supported thousands of SFDs including millions of parcels, and have worked through virtually every conceivable challenge in their use. Our experience is with all manners of special assessments, special taxes – including Community Facilities Districts (CFDs) – and other fees.



Whether the need is identifying and funding negative fiscal impacts, financing needed infrastructure, or providing community-desired services, our expert consultants have deep experience and help navigate the challenges.

Firm Experience

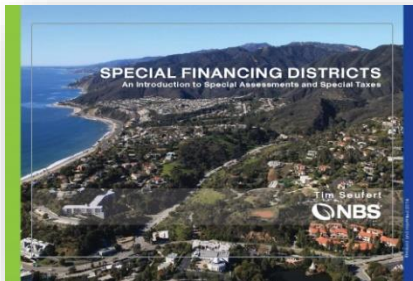
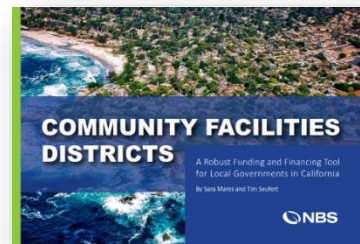
Specifically, for the last three years on average NBS has provided Special Tax Setting and Assessment Levy services to more than 1,000 districts across 180 agencies in 45 counties in 4 states for a total of more than \$2 billion in levies, charged on more than 6.3 million parcels each year.

NBS staff have been leaders in this area for decades. As a firm, NBS has been a sought-after consultant for these tasks for all 25 years of the firm's existence. We have been hired when other cities or agencies were not pleased with their consultant or in-house staffing.

NBS is a 100% employee-owned company whose member-owners are wholly invested in the reputation and longevity of the company. Three groups comprise NBS: our District Consulting Group, our Financial Consulting Group, and our Utility Rate Group. Our District Consulting Group has more than 25 employees dedicated to providing special district formation and administration services to local agencies throughout California. As industry leaders, we have a unique set of qualifications and experience in the work we perform. In that regard, we have published four booklets on related industry topics that can be downloaded at no charge at www.nbsgov.com/publications.

For a hard copy, please call 800.676.7516 or email contactnbs@nbsgov.com

- **Community Facilities Districts (CFDs) (2018)** explains this robust funding and financing tool for local governments in California. In 2019 NBS produced a video titled **An Introduction to Community Facilities Districts in California**, available at <https://www.youtube.com/watch?v=WWzYFAAG5wE&feature=youtu.be>
- **Special Financing Districts (SFDs) (2015)** has been credited as the best publication on SFDs in a decade by prominent industry professionals.
- **Rates, Fees and Charges Compendium (2015)** has received high regard and interest from industry professionals.
- **Stormwater: A Ten-Step Funding Plan (2018)** addresses the spectrum of stormwater needs in California.



References

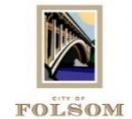
Below is a sampling of five projects and references similar in scope and magnitude to the District’s needs, as noted in the RFP. We can also provide additional references, such as for the City of Belmont and the Belvedere-Tiburon Library Agency CFDs, as desired.

CITY OF ALAMEDA
SPECIAL FINANCING DISTRICT FORMATION AND ADMINISTRATION
Service Dates: 1997 – Ongoing



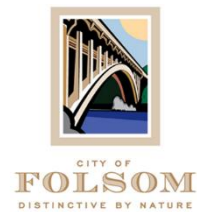
<p>Contact Information Liz Acord Public Works Coordinator 950 West Mall Square Alameda, CA 94501 P: 510.747.7957 E: lacord@alamedaca.gov</p>	<p>NBS administers the City’s Special Financing Districts (SFDs), which include Assessment Districts (ADs), Community Facilities Districts (CFDs), and a Citywide Sewer Charge. NBS has formed both Bonded and Non-Bonded CFDs for the City. NBS has also provided assessment engineering services for several zones of the Landscaping and Lighting District, which allowed for significant increases in revenue and the addition of inflationary factors.</p>
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CITY OF FOLSOM, CA
CFD AND ASSESSMENT DISTRICT FORMATION AND ANNUAL ADMINISTRATION
Service Dates: 2001 – Present



<p>Contact Information John Donoghue Deputy Treasurer 50 Natoma Street Folsom, CA 95630 P: 916.355.7334 E: jdonoghue@folsom.ca.us</p>	<p>Since 2001, NBS has been performing Special Financing District (SFD) annual administration and formation/annexation services for the City of Folsom, which includes CFD and AD administration. NBS formed eight (8) CFDs for the City, one of which has six (6) improvement areas. NBS has also provided bond issuance disclosure services for numerous new and refunding bond issues. We currently administer seventeen (17) CFDs (fifteen of which are bonded CFDs) on behalf of the City, in addition to 1915 Act Assessment Districts and Property and Business Improvement Districts. The City has also trusted NBS to form new districts as well as provide ongoing SFD Formation and Consulting work related to the City’s continued development. For FY 2020-2021, NBS levied \$17.6MM on 11,800 parcels within the City’s CFDs.</p>
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“Quality is paramount in the services NBS provides, and we have faith in your professional abilities, accuracy, timelines and overall integrity.” – John Donoghue, Deputy Treasurer



SFD FORMATION & ANNUAL ADMINISTRATION | 2001 - PRESENT

CITY OF LONG BEACH
SPECIAL TAX AND SPECIAL FINANCING DISTRICT ADMINISTRATION

Service Dates: 1995 – Ongoing



Contact Information

David Nakamoto
Treasurer
333 W. Ocean Blvd., Sixth Floor
Long Beach, CA 90802
P: 562.570.6845
E: david.nakamoto@longbeach.gov

NBS has been providing annual administration services for the City of Long Beach since 1995. These comprehensive services cover the City’s Community Facilities Districts, 1915 Act Assessment Districts, and Property and Business Improvement Districts. The City has also turned to our consultants for the formation of new Special Financing Districts.

CITY OF PALMDALE
ANNUAL ADMINISTRATION, CFD FORMATION AND BOND ISSUE DISCLOSURE SERVICES

Service Dates: May 2004 – Ongoing



Contact Information

Keith Kang
Finance Manager/City Treasurer
38300 North Sierra Highway
Palmdale, CA 93550
P: 661.267.5429
E: kkang@cityofpalmdale.org

The City of Palmdale has numerous assessment and special tax Community Facilities Districts (CFD), some of which have had significant delinquency-associated challenges. NBS has been working with the City for over fifteen years handling the day-to-day administration, including responding to payoff calculation and other informational requests, monitoring and following up on delinquencies, and submitting the correct levy information to the County. NBS has also been the consultant and provider for the Annual Disclosure process, as required for the bonds issued.

In addition to the ongoing administration, NBS has worked with Palmdale on the formation of several CFDs, including some complicated work out financings that helped to resolve some of the delinquency issues mentioned. Along with the CFD formation, NBS has provided bond issuance disclosure services both for new bond issues and bond refundings. Data provided includes special tax levy data, value to lien tables, delinquency data, assessed value history and top owner tables.

CITY OF RIO VISTA

CFD FORMATION, BOND ISSUANCE DISCLOSURE AND ADMINISTRATION

Project Dates: 2004 – Present



Contact Information

Robert Hickey
City Manager
One Main Street
Rio Vista, CA 94571
P: 707.374.6451
E: rhicky@ci.rio-vista.ca.us

NBS is a long term partner with the City, having acted as special tax consultant for many CFD formations and handling the ongoing CFD administration for all of the City's CFDs. Specifically, the City contracted with NBS to provide CFD formation services to fund additional services for their Liberty Community. The significant burden already on the project property by the two existing bonded CFDs quickly made adding the intended services costs too great for the property to bear. NBS recommended changing course slightly to include a bond refunding and restructuring that would allow the Liberty Community to not only fund the additional services, but reduce and reconfigure the bond obligation. The neighboring project, which was also a part of the existing bonded CFDs, saw substantial savings from the bond refunding. NBS played a key role in the restructuring and wrote the rate and method of apportionment for the newly formed Liberty CFD. Following the formation, NBS provided bond issuance disclosure services for the new CFD bonds as well as the refunding bonds of the two existing CFDs. The ongoing administration of the CFDs has been handled by NBS since 2004.

Stability of Firm

NBS is in a strong financial position with little to no debt and is not involved in any bankruptcy proceedings, pending litigation, planned office closures, impending merger or any other situation that would impede our ability to perform the CFD Administration Services for the District.

Registered Municipal Advisor

NBS is registered with the Municipal Securities Rulemaking Board (MSRB) and the U.S. Securities Exchange Commission (SEC) as a Municipal Advisor (MA).

Pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, firms providing advice with respect to municipal financial products or the issuance of municipal securities shall be registered as an MA with the MSRB and the SEC.

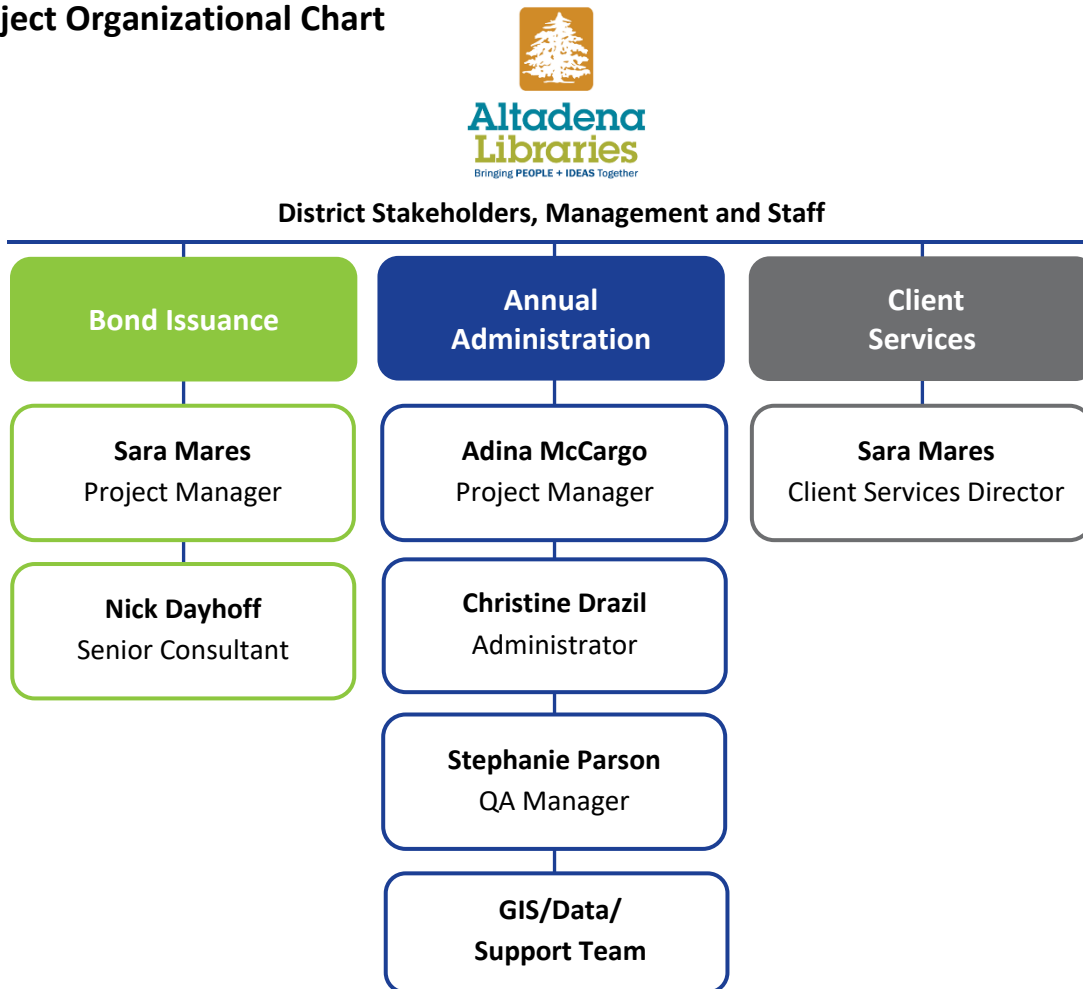
II | PERSONNEL

Key Personnel

NBS' staff of 50 professionals have extensive experience in the fields of finance, management, engineering, and local governance and combine their knowledge to produce a synergy that results in maximum success and minimum risk. We work with our clients as partners by developing an intricate knowledge of their needs and responding with strategic and timely solutions.

The following is a brief overview of the NBS consulting team proposed to manage and complete the work noted for this engagement.

Project Organizational Chart



All work will be performed in-house by the above employee-owners of NBS. As requested in the RFP, Sara Mares and Nick Dayhoff will provide the data tables and analysis for the Bond issuance and Official Statement efforts, while Adina McCargo, Christine Drazil and Stephanie Parson will focus on the annual budgets, tax calculations, delinquencies, and so forth as discussed further below.

ADINA MCCARGO, PROJECT MANAGER | ANNUAL ADMINISTRATION

Role and Responsibilities: Adina McCargo will be the primary day-to-day contact for the annual administration of the CFD. She will work closely with District staff and the team, and be in regular communication with the District and all others involved in the process.

Work Experience: Adina is a Director with NBS and has 20 years of experience working with all aspects of SFD formation, annexation and administration including project management, budget analysis, levy calculation and submittal, continuing disclosure reporting and delinquency management as well as development of special assessment/tax formulas, and presentations.

SARA MARES, PROJECT MANAGER AND CLIENT SERVICES DIRECTOR | BOND ISSUANCE

Roles and Responsibilities: Sara Mares will be the primary contact for the bond issuance functions of this project. She will work closely with staff and be in regular communication with the District, the financing team, and all others involved in the process. As Client Services Director, Sara will act as a representative of our corporate commitment to providing the highest level of service. She will ensure that the District's fundamental objectives are being met at all times.

Work Experience: Sara Mares is a Director with more than 20 years of experience at NBS. She forms Special Financing Districts (SFDs), specializing in Community Facilities Districts and related bond issuance. She also has significant background in forming various types of Benefit Assessment Districts. Sara has experience working with all aspects of the formation and bond issuance process, including planning, project management, budget analysis, rate modeling, financial analyses, formulation of rate and methods of apportionment, and public presentations. She spent many years involved in ongoing special district administration, including working with troubled districts, and brings that experience and perspective to every formation project she works on. She is a registered Municipal Advisor.

NICK DAYHOFF, SENIOR CONSULTANT | BOND ISSUANCE

Role and Responsibilities: Under the direction of the project manager, Nick Dayhoff will be actively involved in the daily management of bond issuance operations.

Work Experience: Nick Dayhoff has been with NBS for more than 15 years. As a Senior Consultant, he forms and administers Special Financing Districts (SFDs), and is actively involved with new district formations and bond issuance/refunding analysis, feasibility studies, as well as daily management of district administration operations. Nick is a registered Municipal Advisor.

CHRISTINE DRAZIL, FINANCIAL ANALYST | ANNUAL ADMINISTRATION

Roles and Responsibilities: Under the direction of the project manager, Christine Drazil will support the completion of the annual administration. She will be directly involved in facilitating data collection and reminders to District staff in order to keep efforts moving along the agreed upon timeline for the completion of each task. She will provide behind the scenes support in NBS' D-FAST software to be sure all records are updated regularly.

Work Experience: Christine has more than a decade of experience in finance, accounting and budget management. As a Financial Analyst with NBS, she administers Special Financing Districts (SFDs) and is actively involved with the daily management of district administration operations. She is knowledgeable in

data analysis, fund analysis, preparation of engineer's reports, preparation of annual reports, as well as continuing disclosure reporting for municipal bond issues.

STEPHANIE PARSON, QUALITY CONTROL/QUALITY ASSURANCE

Role and Responsibilities: Stephanie Parson has extensive experience in database management and will be in charge of the project approach and quality control analysis for the District's needs. As quality control manager, Stephanie's main focus is the accuracy and quality of work produced by NBS with an emphasis on the underlying data.

Work Experience: Stephanie Parson is a Director with NBS where she works with a wide range of annual charges including many for Special Financing Districts, including CFDs, Property and Business Improvement Districts, Landscape and Lighting Districts, Benefit Assessment Districts, 1913 Act Assessment Districts, Water/Sewer charges, and Parcel Taxes. She has 18 years of experience with NBS and is a registered Municipal Advisor.

JEREMY JUNG, GIS DATA ANALYST | ADMINISTRATION SUPPORT TEAM

Role and Responsibilities: Jeremy Jung will provide as needed GIS support services to confirm boundaries and/or map District improvements.

Work Experience: Jeremy has extensive experience as a GIS technician. He creates and analyzes maps and data associated with County Assessor's Parcels, District Boundaries, and custom images utilizing the latest GIS technology. In addition, Jeremy is able to display GIS maps over satellite imagery in order to view properties and maps with a high degree of detail as well as extract GIS parcel data to compare to other data sources, such as county-secured property tax rolls.

MARK PLANAS, DATA ANALYST | ADMINISTRATION SUPPORT TEAM/DATABASE DEVELOPMENT

Role and Responsibilities: Mark Planas provides as needed data analytics support services. He will assist with the initial importing and setup of the property characteristics and billing factors for the parcels subject to the District's charges.

Work Experience: Mark's expertise as a Data Analyst includes the collecting, organizing, and rigorous testing of data. He works very closely with the D-FAST development team and develops logic scripts to automate the creation and updating of data items and billings. He has a strong understanding of databases and data analysis procedures. Mark possesses excellent troubleshooting skills and is skilled at data collection & management, scripting in multiple programming languages, automating workflows, and monitoring data systems performance.

CUSTOMER CARE TEAM | ADMINISTRATION SUPPORT TEAM

Role and Responsibilities: Under the direction of NBS lead staff, our Customer Care team will be readily available to answer all inquiries from third parties related to the District's administration. Customer Care consists of tenured staff members (with decades of combined experience), fully trained and experienced in customer service support to answer all inquiries via toll free phone number and via email. NBS also offers bilingual staff to answer in Spanish.

Full resumes are provided in Appendix A and include project descriptions for similar work performed.

III | QUALIFICATIONS/SCOPE OF WORK

Qualifications Statement

The District requires support and expertise from a firm to provide Administration, Bond Issuance and other services. These projects have many intricacies that require diligent and stable support, as well as an efficient tracking system. Note that we have extensive experience in this arena which can provide for maximum efficiency in the management of these efforts.

Our project team will approach this project as a problem solver. Our aim is to make the District look good in front of its constituents - property owners, Board of Directors and other interested parties. To that end, we are extremely sensitive to the public needs of this project, the timeline, and the issues of data accuracy: On the latter, we have well-tested redundant processes to achieve the best work product possible.

At the inception of the work, our project team will schedule an all-hands meeting and develop a timeline to achieve the goals and deadlines, as needed. Our methodology will be to meet upfront and agree to best practices and appropriate milestones.

The nature and requirements of the District's services are clearly understood by NBS. To ensure full compliance with the District's requirements, we have provided the Scope of Services as noted within the RFP. We have annotated these Scopes below *in italics* for clarity in our response.

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. *Provide analysis to bond team, as needed.*
- 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 (*SPECIAL TAX*) 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 (*special tax*) 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.
- *NBS will develop a comprehensive delinquency management program which includes a discussion and interpretation of the issuer's foreclosure covenant together with a review of the existing policies and procedures of the District.*

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.

F. OTHER ITEMS INCLUDED IN OUR SCOPE OF SERVICES

- *Annual Special Tax Levy reporting to include a parcel listing with levy amounts and other parcel information, the details of the annual Special Tax Requirement, current delinquency information, fund analysis, administrative expenses to be recovered, and status of the project and current issues affecting the district.*
- *Bond calls. NBS will prepare the spread of principal to be called within maturities for all bond calls and coordinate the call with the Paying Agent/Trustee.*
- *Prepare the required reporting to the California State Controller's Office California Government Code, Section 12463.2, enacted as part of AB 2109, and provide to District for inclusion in the annual financial transaction report.*
- *Assist in the filing of the SB 165 report to the Board each year to comply with legislation that enforces additional reporting requirements. California Government Code, Sections 50075.3 or 53411.*

- NBS will provide Notice of Special Tax Disclosure notices to requesting parties as required by §53340.2 and §53341.5 of the Government Code of the State of California. The fee of any Notice of Special Tax shall be billed to the requesting party.

AB 2476 Compliance Mailing Project – Notice of New Special Tax | Optional One-Time Service

The goal of this mailing project (“Project”) is to help the District meet the requirements of Government Code 54930 (“Code”), which was added to the Government Code by Assembly Bill 2476 in September of 2016.

DATA ANALYSIS

- NBS will review the most recent County Assessor’s secured roll data to identify parcels that should receive notice of the new Special Tax. The Code requires notice be sent to *“an owner of a parcel affected by the tax, if that owner does not reside within the [District’s] jurisdictional boundaries.”* Such parcels will be identified by comparing the property owner’s mailing address to addresses within the District’s jurisdiction.

OWNER LIST

- NBS will compile the owner name and mailing address information for the parcels identified in the Data Analysis.

NOTICE

- NBS will prepare a Notice in accordance with the Code. NBS may suggest additional wording for the Notice in order to answer common questions typically asked by property owners. The Notice may be in the form of a letter or a postcard as requested by the District.

MAILING

- NBS will coordinate the mailing of the Notice. Actual printing and postage costs will be invoiced directly to the District.

Additional Postcard Mailing Project | Optional One-Time Service

This scope of services pertains to an additional postcard mailing project for the Special Tax. The goal of this mailing project is to help the District provide additional information to property owners.

DATA ANALYSIS

- NBS will review the most recent County Assessor’s secured roll data and create a database that includes the name and mailing address information for the parcels identified.

POSTCARD

- NBS will prepare, with additional input from the District, a Postcard to include information about the Special Tax.

MAILING

- NBS will coordinate the mailing of Postcard. Actual printing and postage costs will be invoiced directly to the District.

D-FAST Online Software | Optional Service



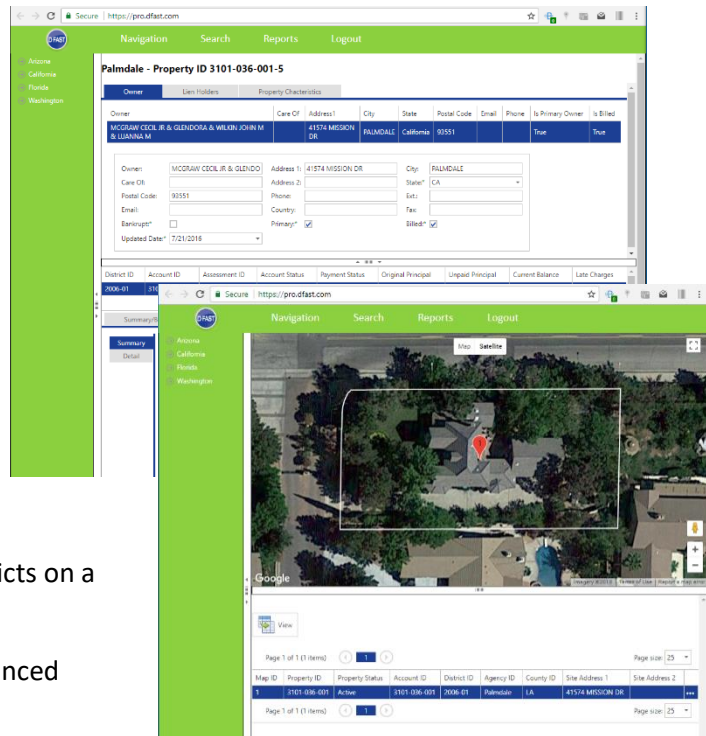
D-FAST® Software

NBS has developed premium, industry-leading software, called D-FAST® (for District Fees, Assessments, and Special Taxes). We use this powerful administrative tool in-house to administer a wide range of special taxes, special assessments, and other parcel charges for our clients. It is also licensed to public agencies across the United States for their internal

use.

Our D-FAST® web portal, called **D-FAST® Online Pro**, is available to our clients (small annual subscription fee) and uniquely combines real-time D-FAST data with County parcel boundaries and Google Maps. It provides “real-time” access to districts and underlying parcel data, allowing the District to:

- Gain enhanced insight with integrated Google Map’s satellite imagery, street maps, and 360° street view
- View ownership, property information, and boundaries for each parcel
- See detailed billing & payment history for each account
- Understand a particular parcel’s background and status
- Confirm if there are overlapping districts on a single parcel



With **D-FAST® Online Pro**, District staff have enhanced access to the data while NBS still provides the full administration and toll-free phone support.

IV | COST SECTION

NBS has provided the following proposed costs based on the information provided and our understanding of the overall level of effort required. Should NBS be selected as the most qualified firm to work with the District, we will endeavor to set up a final fee and billing schedule in a contract that is commensurate with the tasks required that meets the needs of the District and NBS.

In summary, we propose these fees, as detailed further below:

- I) One-time Bond Issuance Effort (Portion of Scope item A): Not-to-exceed \$12,500 fee plus expenses up to \$2,000 at actual cost (such expenses could be for data purchases, maps, copies, etc.)
- II) One-time Optional Service: The AB 2476 mailing and additional postcard mailing effort fee is not-to-exceed \$9,500 plus actual printing and mailing expenses which can be billed directly to the District.
- III) Annual Administration of CFD (All other scopes): Not-to-exceed \$12,500 per year including full administration scope (\$11,000), bond continuing disclosure (one bond issuance, \$1,475, plus \$25 Dissemination) and SB 1029 reporting. Additional efforts for Arbitrage Rebate services or Delinquency Management services (and optional D-FAST[®] online) are unknown at this time, so no total annual estimate can be provided. (For any contract, we can calculate a not-to-exceed total in discussions with the District.)

Fee Schedule for CFD Administration Services for Term of Contract

As requested in the RFP and for transparency, we have provided the following fully-loaded hourly rate schedule for the NBS team. However, as discussed, we have provided the proposed annual detailed costs for CFD Administration below the following table.

Position	Hourly Rate *				
	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
Director	\$225	\$225	\$225	\$225	\$225
Associate Director	\$210	\$210	\$210	\$210	\$210
Senior Consultant/ Engineer/Manager	\$175	\$175	\$175	\$175	\$175
Consultant	\$155	\$155	\$155	\$155	\$155
Analyst	\$130	\$130	\$130	\$130	\$130
Clerical/Support	\$105	\$105	\$105	\$105	\$105

* Hourly Rates for the 2nd through 5th year are subject to annual increases as noted in the Annual Fee Increases section below.

Bond Issuance

One-time Consulting/Analysis Fee \$12,500
 Expenses NTE \$2,000

AB 2476 Compliance Mailing Project and Additional Postcard Mailing Project | Optional

Consulting Fee	\$9,500
Estimated Printing and Mailing Expenses	Billed Directly to District

Bonded Community Facilities District Administration

Annual Fee	\$11,000
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Delinquency Management (Optional, as needed)

Reminder Letters ⁽¹⁾	\$15
Demand Letters ⁽¹⁾	\$30
Lienholder Letters ^(1, 2)	\$40
Lienholder Research (Notice of Default Not Filed).....	Hourly
Foreclosure Letters	\$50
Payment Plan Administration.....	\$300
Tax Roll Removal ^(3, 4)	\$75
Removal of the Notice of Intent to Remove Delinquent Installments ⁽⁴⁾	\$25
Subsequent Foreclosure Fees ⁽⁴⁾	\$100

All fees are based on a per-parcel/per-district basis, except as noted below.

1. This fee will be recovered as part of the next levy.
2. Letter is sent to lienholders where public Notice of Default has been filed. Fee reduced to \$20 when sent jointly with Foreclosure Letter to same parcel.
3. This fee includes filing of the "Notice of Intent to Remove Delinquent Installments" but does not include County fees for removal from the tax roll.
4. This fee is per parcel/per district/per year from the initiation of the foreclosure.

Continuing Disclosure

ANNUAL REPORT FEE

Report Fee, First Bond Issue	\$1,475
Significant Event Notification (as needed)	Hourly or \$250 per event

DISSEMINATION SERVICES

Report Dissemination	\$25
Significant Event Dissemination (per recipient)	\$25

Senate Bill 1029 CDIAC Reporting

Annual Reporting Fee	included
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Arbitrage Rebate Reporting

The following fees are for typical bond issues and analysis required. If there are unusual issues or commingled funds, there could be additional fees. We will recommend strategies to minimize the effort and fees for this work.

BASE FEES

Commitment Fee: \$Waived
Report Fee (per report): \$2,250

ADDITIONAL SERVICE FEES

Computation Periods in Excess of 18 Months (per year): \$500
Commingle Funds Analysis (as appropriate) \$500
Transferred Proceeds Analysis (as appropriate) \$500
Variable Rate Issues..... \$500

D-FAST Online Pro Web Portal | Optional

Setup Fee Waived
Annual Fee \$950

Annual Fee Increases

We proposed that cost of living increases be applied to the annual Administration services and/or hourly rates as listed above in October each year, beginning with October 2022, should the District extend for additional year(s). The increase would be the actual cost of living increase based on the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (CPI) for all urban consumers for the District’s area.

Expenses

Customary out-of-pocket expenses will be billed to the District at actual cost to NBS. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

This proposal submitted by: NBS Government Finance Group, DBA: NBS
Company Name

Address: 32605 Temecula Parkway, Suite 100
Temecula, CA 92592

Telephone Number: 800.676.7516

Fax Number: 951.296.1998

Business License Number: Not applicable

Contact Name: Michael Rentner, President and CEO

Authorized Signature: 

APPENDICES

The appendices contain:

- Appendix A: Full resumes for our proposed project team
- Appendix B: Municipal Advisor Disclosure

APPENDIX A | PROJECT TEAM RESUMES

EDUCATION

- Master of Public Administration, Public Sector Management and Leadership, California State University Northridge
- Bachelor of Science, Accounting, DeVry University

HIGHLIGHTS

- Seasoned professional and project manager for Special Financing District (SFD) consulting projects
- Nearly two decades of experience actively managing formations, annexations and ongoing administration
- District Formation
- District Administration
- Proposition 218
- Financial Projects
- Continuing Disclosure
- Special District Refunding

AFFILIATIONS

- CSMFO
- Served for seven years on CSMFO’s Annual Conference Planning Committee
- Featured speaker at several CSMFO chapter luncheons



“Adina went above and beyond as a consultant with assisting the City through a difficult Proposition 218 process. She was always available to provide valuable insight, analysis, and technical information to the City and at Community meetings, whenever and wherever called upon. We greatly appreciate the level of expertise NBS provided.”

Shandy Dittman, Senior Management Analyst, Pomona

BIOGRAPHY

Adina McCargo is a Director with NBS where she oversees the District Administration practice area for NBS. Her team administers over 1,100 different Fees, Charges and Special Financing Districts (SFDs) including Property and Business Improvement Districts (BIDs), Landscape Maintenance Districts (LMDs), 1913/1915 Act Assessment Districts, and Community Facilities Districts (CFDs).

Adina has extensive experience with district formations and bond issuance/refunding analysis, as well as the ongoing management of district administration operations. She has also performed feasibility studies and related audits and financial projects. She has worked directly with more than 100 agencies administering over 500 districts.

RECENT PROJECT EXPERIENCE

- **City of San Jacinto SFD Formation and Administration.** The City of San Jacinto utilizes a number of Special Financing Districts (SFDs) to support infrastructure and services. NBS provides formation, administration, Proposition 218 compliance and support services to the City for numerous assessment and Community Facilities Districts (CFDs). NBS administers the City’s 1972 Act Landscape & Lighting Districts and 1982 Act Benefit Assessment District, including more than 65 zones used mainly for maintenance of the City’s many neighborhood parks as well as other landscape and lighting and street improvements throughout the City. In addition to administration services, NBS also assists the City in the formation and annexation services for various SFDs.
- **City of Alameda SFD Financing Formation and Administration.** NBS administers the City’s Special Financing Districts (SFDs), which include Assessment Districts, Community Facilities Districts, and a Citywide Sewer Charge. NBS has formed both Bonded and Non-Bonded CFDs for the City. NBS has also provided assessment engineering services for several zones of the Landscaping and Lighting District, which allowed for significant increases in revenue and the addition of inflationary factors.
- **City of Eastvale SFD Formation and Annual SFD Administration.** The City of Eastvale in Riverside County utilizes Special Financing Districts (SFDs) including Landscape Maintenance Districts, Benefit Assessment Districts and Community Facilities Districts to support infrastructure and services. NBS provides a full range of annual administration and support services for the City and is an integral part of this function. The eighteen SFDs represent approximately 6,000 parcels and \$325,000 in revenue. In addition, NBS has formed several SFDs for the City.

EDUCATION

- Bachelor of Arts, with honors, Economics, Mills College
- Continuing education from UC Davis, UCLA, CDIAC, etc.

HIGHLIGHTS

- Registered Municipal Advisor Representative
- 20 years of experience
- Expert Special Tax Consultant
- District Formations
- Reassessment Consulting
- Proposition 218

AFFILIATIONS

- California Society of Municipal Finance Officers (CSMFO)
- California Special Districts Association (CSDA)
- Committee on Special Assessments, Taxes and Other Financing Facilities (CASTOFF)
- Women in Public Finance (WPF)

SPEAKING / MEDIA

- Financing New Projects with New Revenues: CFD and Assessment District Planning, Implementation and Compliance. 2019 CSDA Annual Conference
- Special Financing District Update, 2018 CSACA Property Tax Managers Meeting
- "Community Facilities Districts, A Robust Funding and Financing Tool for Local Governments in California." Published by NBS, 2018
- "An Introduction to Community Facilities Districts." NBS video 2019

BIOGRAPHY

Sara Mares is a Director with NBS. She forms Special Financing Districts (SFDs), including Community Facilities Districts, Property and Business Improvement Districts, 1913 Act Assessment Districts, Landscape and Lighting Districts, Benefit Assessment Districts and Fire Assessments. Sara has experience working with all aspects of the formation process, including planning and feasibility, project management, budget analysis, development of Rate and Method of Apportionment and Engineer's Reports and presentations. She also has significant experience with ongoing SFD administration including levy submittal, delinquency management and continuing disclosure.

RELEVANT PROJECT EXPERIENCE

- **City of Palmdale Bond Issuance Disclosure.** In 2021, there was an opportunity to refund existing bonds to realize future savings for property owners. NBS prepared the data tables that were provided to the bond investor as they performed their due diligence related to the investment. Data provided included special taxes, delinquency data, ownership information and value to lien data.
- **City of Rio Vista CFD Formation,** Complex Workout including refinancing existing CFD debt, formation of a new CFD to restructure a portion of the existing CFD debt and funding of additional services. CFD Formation and Bond Issuance completed in 2018.
- **City of Patterson CFD Formation.** Formation of services CFD with Future Annexation Area, Subsequent Annexations. CFD funds maintenance and operation of streetlights, landscaping storm drainage, etc., for residential property in the City. Formation completed in 2018, subsequent annexations through 2020.
- **City of Lincoln CFD 2019-1 (Independence).** Formation of facilities CFD that transitions to a services CFD. CFD finances transportation, water system, recycled water system, drainage, wastewater, and park improvements and will transition to fund park maintenance and capital replacement. Formation completed in 2019.
- **Other Projects. Desert Recreation District,** City of Alameda, City of Elk Grove, City of Hesperia, City of Vacaville, City of Carson, East Bay Regional Park District



"You sure made the job easier and more pleasant over the past few years. Throughout this project, you provided huge input and guidance, and helped us through those unknown waters."

John Stewart, Los Carneros Water District

EDUCATION

- Bachelor of Arts, Finance, California State University, San Diego

HIGHLIGHTS

- Registered Municipal Advisor Representative
- 15 years with NBS
- Seasoned Professional in District Administration
- District Formations, including PBIDs/CBDs and CFDs
- Sewer Charge Administration
- Continuing Disclosure
- Proposition 218 Compliance and Notification



“I really appreciated the touch-base meeting we had recently, and look forward to working with you in the coming fiscal year.”

Felicia Newhouse, Assistant General Manager, Ross Valley Sanitary District

BIOGRAPHY

Nick Dayhoff is a Senior Consultant with NBS where he forms and administers Special Financing Districts (SFDs). He is actively involved with a broad range of new district formations, bond issuance/refunding analysis, and feasibility studies, as well as the daily administration of various types of SFDs over seven agencies, 22 SFDs, and approximately 1.15 million parcels.

RELEVANT PROJECT EXPERIENCE

- **East Bay Regional Park District, CFD No. AC-3:** Formation of CFD, subject to voter approval on November 6, 2018. CFD funds maintenance of parks, trails, open space, public safety services, recreation and open space program services, flood and storm protection services, etc. Formation completed in 2018.
- **Valley-Wide Recreation and Park District:** Multiple ongoing CFD Formations. CFDs fund park and landscape maintenance. Formations completed 2015-2020.
- **Uptown Long Beach PBID.** Renewal of existing PBID. Assessment funds sidewalk maintenance, security, and marketing. Formation completed in 2018.
- **San Diego County Citrus Pest Control District:** Formation of a citrus pest control assessment district. Formation completed in 2018.
- **Union Square CBD.** Renewal of existing CBD. Assessment funds sidewalk maintenance, security, and marketing. Formation completed in 2019.
- **City of Culver City:** Formation of a benefit assessment district, completed in 2019.
- **Additional CFD Formations in Progress:** Valley-Wide Recreation and Park District, City of Carson and City of Belmont.
- **Additional AD Formation in Progress:** Castro Community Benefit District (San Francisco).

EDUCATION

- Bachelor of Science, Business Administration, Finance, Ione College, New Rochelle, New York

HIGHLIGHTS

- Experienced Financial Analyst providing support to NBS' District Consulting Group
- Extensive experience in accounting, budget management and financial reporting
- District Administration for more than 200 different SFDs
- Continuing Disclosure



“Thank you NBS team for finalizing our revised assessments so quickly. I was glad to have your support for our team on this one.”

Simon Bertrang, Tenderloin Community Benefit District

BIOGRAPHY

Christine Drazil is a Financial Analyst with NBS where she administers Special Financing Districts (SFDs) and is actively involved with district formations, bond issuance/refunding analysis, data analysis, as well as daily administration of various SFDs. Christine is experienced in the administration of multiple types of SFDs which include 1913/1915 Act Assessment Districts (ADs), Benefit Assessment Districts (BADs), Business Improvement Districts (BIDs), Landscape and Lighting Districts (LLDs), and Mello-Roos Community Facilities Districts (CFDs) and other parcel-based charges.

RELEVANT PROJECT EXPERIENCE

- **Hesperia Recreation and Park District:** Annual preparation of Resolutions, Engineer’s Reports, and other documentation in relation to two (2) Lighting and Landscape districts with more than fifty (50) zones. Conducts in-depth analysis of funds and makes recommendations for annual levy rates. Annual database preparation includes over 36,000 parcels.
- **City of Calabasas:** Annual levy preparation and administration services for two (2) Community Facilities Districts. Administrative work includes annual reports, continuing disclosure reporting, delinquency management, and annual submittal of levy files to the County.
- **Olivenhain Municipal Water District:** Annual preparation and ongoing administration services for a 1915 Act Assessment District to fund a portion of the Olivenhain Water Storage Project, which encompasses approximately 24,000 parcels. Full administration services provided include levy calculation, apportionments, direct billing of assessments not on the County Tax Roll, delinquency management, and annual continuing disclosure.
- **City of Carlsbad:** Annual administration of special assessments associated with three (3) 1915 Act Assessment Districts, as well as special taxes associated with two (2) Community Facilities Districts. Ongoing administration services, including assessment apportionments, delinquency management, and continuing disclosure.
- **City of Fontana:** Annual preparation of the levy submittal of approximately one hundred (100) districts, including Community Facilities Districts, bonded and non-bonded, as well as Lighting and Landscaping Districts. Additional services include delinquency management and support for foreclosure proceedings.

EDUCATION

- Certified Downtown Professional, California State University San Bernardino
- Master of Business Administration/Accounting, University of Phoenix
- Bachelor of Science, Business Administration/Finance, Montana State University

HIGHLIGHTS

- District Formation and Annexation Consulting
- Fiscal Impact Analysis and mitigation of negative fiscal impacts
- Formation, refunding and annexation of a variety of Special Financing Districts
- Proposition 218 compliance
- Bond Issuance Consulting
- Ongoing District administration services
- More than 18 years of experience
- Extensive quality control and auditing experience utilizing GIS and database management skills for analysis and presentation.



I'm confident the City has made the correct choice with NBS moving forward. I have to add, the level of service we have received from the NBS team in just the last several months has completely outclassed the service I had previously experienced.

Tim Carney, Collection System Superintendent, City of Palmdale

BIOGRAPHY

Stephanie Parson is a Director with NBS where she oversees quality control for administration efforts, and works on a variety of revenue-focused projects including the data analysis, evaluation, feasibility, formation, and refunding for many types of special tax and special assessment districts.

RELEVANT PROJECT EXPERIENCE

- **City of Folsom – Folsom Plan Area.** Ongoing consulting services, including the feasibility, formation, bond issuance disclosure, and administration related to the use of Community Facilities Districts as part of the \$877 million backbone infrastructure and public facilities plan needed to serve the Folsom Plan area at buildout. The Folsom Plan Area is a 3,500 acre development that will include over 10,000 residential dwelling units and more than 5 million building square feet of non-residential space.
- **Town of Mammoth Lakes Consulting Services.** Formed a variety of Assessments Districts to fund ongoing services related to landscape maintenance and snow removal services. Provide formation and annexation consulting services for several Community Facilities Districts to fund public infrastructure, ongoing landscape maintenance, snow removal services, and transit services.
- **Business Improvement Districts/Community Benefit Districts within the City of San Francisco.** Provided consulting and analysis for many BIDs within San Francisco, including Union Square BID, Civic Center CBD and Mid-Market CBD.
- **City of Manteca CFD Formation and Annexations.** Completion of multiple Community Facilities District formations and annexations to fund the ongoing maintenance of streetscapes, streetlights, parks and other open space improvements needed to serve future development within the City.
- **City of Livermore Fiscal Impact and Community Facilities District Feasibility of Proposed Downtown Development.** Evaluated the fiscal impact of several mixed-use development alternatives and provided Community Facilities District feasibility findings. Completed in early 2018, updated in 2019, and Community Facilities District formation in progress.
- **Other Special Financing District Consulting Engagements,** including the City of Carlsbad, City of Oxnard, County of Placer, and the City of San Leandro.

EDUCATION

- Bachelor of Science, Political Science, California Polytechnic State University, Pomona
- Certificate, Geospatial Technician, Victor Valley College
- Certificate, Geographic Information Systems, San Bernardino Valley College

HIGHLIGHTS / TECHNICAL

- Configure and maintain ESRI ArcGIS applications (web maps, Dashboards, StoryMaps, Survey123, Collector, QuickCapture)
- Prepare numerous boundary maps, diagrams, and 1915 Act lien apportionments
- ArcDesktop, ArcSDE, ArcGIS Server, ArcGIS Online, Survey 123, Collector
- Python Software experience
- SQL for data manipulation and analysis
- Autodesk AutoCAD



Our staff appreciates the expertise, guidance and experience that the NBS teams bring to our special assessments.”

Mike Gow, General Manager / Chief Engineer, Lake Hemet Municipal Water District

BIOGRAPHY

Jeremy Jung is a Geographic Information Systems (GIS) Data Analyst for NBS. He has more than five years of experience in the design and maintenance of GIS Geodatabases in a SDE environment, including reconciling/posting and QA/QC. He has developed new workflows and utilized Model Builder for processing parcel data that removed the need to purchase the data on a quarterly basis. Jeremy has performed spatial analysis to identify restricted areas for Cannabis Delivery Services, and utilized basic Python scripts to edit and automate GIS workflows. He has updated and maintained numerous map services for GIS applications (Cityworks, CRW Trakit, Granite XP, Internal Geoviewer, Public Viewer).

As a GIS Data Analyst, Jeremy creates maps and analyzes data associated with county assessor’s parcels, district boundaries, public facilities and improvements as well as captures custom images utilizing the latest in GIS technology. In addition, he is able to create custom web-based GIS applications for internal and external use by NBS clients.

RELEVANT PROJECT EXPERIENCES

- **CivicMic** – Successfully completed a variety of projects for CivicMic including the creation of surveys, web maps, web apps, and testing ESRI Hubs. The web applications assist with facilitating community outreach and public engagement opportunities to determine the level of public support.
- **Los Angeles County Metropolitan Transportation Authority** – Accomplished creating a quarter mile and half mile buffers around approximately 60 stations to help identify assessed values for each parcel within the buffer zones.
- **East Contra Costa Fire Protection District** – Calculated fire stations distance drive times and half mile buffer distances within ECCFPD boundary to determine best response times for each parcel. Utilizing network analysis was instrumental in determining the calculation of special general benefit and proportionality for ECCFPD.

EDUCATION

- Bachelor of Science
Business Administration
California State University
East Bay
- Master of Science
Business Analytics
University of California, Irvine

HIGHLIGHTS

- Supports NBS' Special Financing District Annual Administration Group
- Responsible for collecting, organizing and rigorously testing data
- Well versed in data visualization methods and techniques
- Supplements the development and upkeep NBS' proprietary software, D-FAST®

CERTIFICATION

- Tableau Desktop Certified Associate

BIOGRAPHY

Mark Planas is a Data Analyst at NBS where he is actively involved with developing and maintaining accurate databases, writing robust scripts to automate the creation and updating of data, performing rigorous logic-oriented testing, and creating high quality documentation. With more than 14 years as an information technology solutions professional, Mark is capable of communicating data into consumable information and actionable points.

RELEVANT PROJECT EXPERTISE

- **Data Ingestion and Processing.** Responsible for maintaining county property data pipeline. Coordinated with external data sources to obtain, verify, and process county data and standardize disparate data sources for use within D-FAST® SFD administration software.
- **Levy Classification by Property.** Developed a data classification process for county property records. Wrote scripts using SQL to classify individual property data based on standard characteristics to apply levies appropriately. Translated special district legislation into abstract and tangible criteria for categorization purposes.
- **External Reporting Efficiencies.** Researched and automated report submissions to state agencies on behalf of NBS' clients. This included data capture and aggregation to assist clients in submitting California Debt and Investment Advisory Commission (CDIAC) reports, reducing overall effort by 80%.
- **Data Mining.** Implemented data mining techniques to provide insights into property and assessment data. Explored historical data to reveal how parcel data has changed and aggregated it by special district, demonstrating changes over time.

APPENDIX B | MUNICIPAL ADVISOR DISCLOSURE

Disclosure of Conflicts of Interest and Legal or Disciplinary Events

Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients and potential clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of NBS and its associated persons.

CONFLICTS OF INTEREST

Compensation

NBS represents that in connection with the issuance of municipal securities, NBS may receive compensation from an Issuer or Obligated Person for services rendered. Any such compensation may be contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, NBS hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding NBS’ ability to provide unbiased advice to enter into such transaction. This conflict of interest does not impair NBS’ ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

It should be noted that other forms of compensation (i.e., hourly or fixed-fee based) may also present a potential conflict of interest regarding NBS’ ability to provide advice regarding a municipal security transaction. These other potential conflicts of interest will not impair NBS’ ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

Other Municipal Advisor Relationships

NBS serves a wide variety of other clients who may have interests that could have a direct or indirect impact on the interests of another NBS client. For example, NBS serves as Municipal Advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to your agency. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, NBS could potentially face a conflict of interest arising from these competing client interests. NBS fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with your agency.

If NBS becomes aware of any additional potential or actual conflict of interest after this disclosure, NBS will disclose the detailed information in writing to the issuer or obligated person in a timely manner.

LEGAL OR DISCIPLINARY EVENTS

NBS does not have any legal events or disciplinary history on NBS’ Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Issuer may electronically access NBS’ most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against NBS, NBS will provide complete disclosure to the Issuer in detail allowing the Issuer to evaluate NBS, its management and personnel.



**BOARD OF LIBRARY TRUSTEES
AGENDA ITEM VIII.C. REPORT – JUNE 2021**

REPORT: Agenda Item VIII.c.

MEETING DATE: June 28, 2021

PREPARED BY: Nikki Winslow

LOCATION: Virtual Meeting

TITLE: Review and Approval of Request for Proposals for a Tier 3 Seismic Study

BACKGROUND

A Tier 1 Seismic Study was done on the Main Library by Holmes Structures in February 2020 as part of the Architectural and Design Review completed in early 2020. One of the recommendations of that study was to complete a Tier 3 evaluation as a more comprehensive view of the building's seismic deficiencies.

Our Capital Project Management firm, Rachlin Partners, has suggested to the Facilities Committee and ALD Administration to complete this Tier 3 evaluation as a first step of the building projects process. It will be imperative to identify and estimate costs on any necessary seismic upgrades to the Main Library as early as possible so these costs can be built into the initial budgeting of this building project. (There is no indication of any similar need at the Bob Lucas Branch library, owing to its simpler construction.)

Jennifer Pearson, Program Manager for Rachlin Partners, drafted the attached RFP in coordination with District Director Nikki Winslow. This draft has also been shared with the Facilities Committee for their review and feedback. If approved by the Board of Trustees, the RFP will be posted on June 29, 2021 and proposals will be due by July 23, 2021.

The estimated timeline to perform the evaluation is 4-6 weeks. With the bond issuance process running parallel to this process as well, it is important that we have preliminary costs by early September so that can be built into the potential amount of bonds to be issued for the building projects. Because of this, we are presenting the RFP for approval and asking that the Board also authorize Director Winslow to work with the Facilities Committee and Rachlin Partners to evaluate the proposals submitted and select a firm to perform the Tier 3 Study as soon as possible.

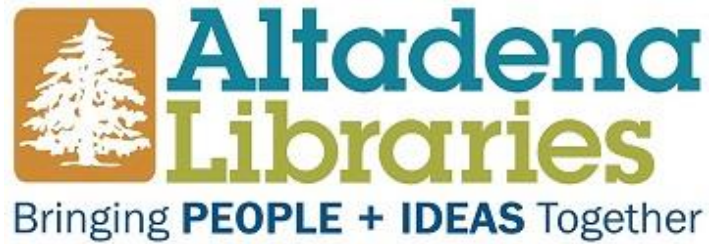
FISCAL IMPACT

As part of the planning phase of the capital projects, a budget of \$150,000 has been estimated (representing 0.6% of the total potential budget) for all necessary initial reports and studies. This budget includes the Tier III Seismic Evaluation, as well as other studies, like the Hazardous

Materials Consulting Services survey work and other potential studies and reports seeking to identify problems or needs, all of which will inform the larger scope of work as well as the selection of an architect(s). While the current cost of the needed Tier III Seismic Evaluation is not established, it is estimated to not exceed \$40,000 and will comprise only a portion of the \$150,000 Reports & Studies budget line item - an amount that will be initially paid by the District and reimbursed from future bond sales.

RECOMMENDATION

Staff recommends that the Board approves the RFP for Tier 3 Seismic Evaluation Services and authorizes the District Director to work with the Facilities Committee and Rachlin Partners to evaluate the proposals and select a firm to complete the scope of work with the contract not to exceed \$40,000.



**REQUEST FOR PROPOSALS
TIER 3 SEISMIC EVALUATION
SERVICES
Altadena Library District**

RFP ISSUE DATE June 29, 2021

CONTACT Rachlin Partners, Capital Project Management
Jennifer Pearson, Program Manager
Email: jpearson@rachlinpartners.com
Phone Number: 310-204-3400

PROPOSAL DUE July 23, 2021 by 5:00 PM

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

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 RFP 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 (ALD) is currently seeking proposals from interested, highly qualified and experienced structural engineering consultant firms with experience and technical qualifications to provide seismic evaluation services for the Altadena Main Library, located at 600 E. Mariposa Street, Altadena, California.

The Main Library building is a two-story structure with a partial lower level and was constructed in 1967. A Tier 1 evaluation has been completed, resulting in the recommendation that a Tier 3 evaluation be performed.

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:** Jennifer Pearson, Program Manager at jpearson@rachlinpartners.com.

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. 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 IV, 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 Proposer 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 **July 23, 2021 at 5:00 pm**. 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 IV – Evaluation and Award Criteria.

1.15 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

1.16 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.

1.17 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.

1.18 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.

1.19 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	June 29, 2021
Last Day for Submission of Questions	July 9, 2021
District Response to Questions	July 16, 2021
Deadline for Receipt of Proposals	July 23, 2021
Evaluation and Optional Interview if Required	July 26, 2021
Selection made	July 30, 2021
Tentative Start Date	August 2, 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 seismic evaluation services and remediation recommendations related to the Altadena Main Library structure. Services, although not all-inclusive, may include:

Evaluation of the facility utilizing the provisions of ASCE 41-17. The Consultant will utilize a Tier 3 Systematic Evaluation Procedure.

The work associated with the evaluation will be performed in accordance with ASCE 41, and will include, but not necessarily be limited to the following:

- Assist the ALD in the determination of the seismic Performance Objectives, including the Structural Performance Level, the Nonstructural Performance Level and the Seismic Hazard Level.
- Obtain and review as-built information in accordance with ASCE 41, Section 3.2, including at least one site visit.
- Evaluate the structure using the Tier 3 procedure.
- Prepare and submit an evaluation report that complies with ASCE 41, Section 1.4.5, with the following additional information:
 - The information described in ASCE 41, Section C1.4.5, Items 1 through 3.
 - Schematic-level drawings, specifications and detailing depicting proposed retrofit schemes.
 - Describe any deviations determined to be required, and the reasoning behind them.
 - If needed, a schematic-level cost estimate for proposed retrofit schemes.

There is also a desire to evaluate whether or not this building can be classified as an essential services building (Risk Category IV) to allow an Emergency Operations Center (EOC) or similar use to be provided and maintained within this building during a catastrophic event. The selected consultant will need to provide a recommendation at the start of the project to determine feasibility and additional costs associated with the evaluation necessary to upgrade this building to Risk Category IV. In accordance with California Existing Building Code (CEBC) Section 407.4, a two-stage Tier 3 evaluation will be required, and will utilize BSE-1N and BSE-2N seismic hazards.

The selected consultant will evaluate the current conditions and research applicable code, ADA, and environmental clearance requirements, and submit a practical and cost-effective retrofit plan. If needed, the Consultant will prepare a schematic level Cost Estimate and prepare all necessary materials to transition into the design development phase of the project. As-built plans will be available upon request.

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. 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 staff, the Facilities Committee and Rachlin Partners. 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. 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 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**

a. SECTION I – EXPERIENCE

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

- 1) Company name, address, telephone number, and authorized representative(s).
- 2) Identify the number of years of experience in providing seismic evaluation 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 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, whether current, pending, or occurring in the last five (5) years. Please indicate disposition of each claim.

b. SECTION II – PERSONNEL

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

c. SECTION III – QUALIFICATIONS

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

d. SECTION IV – COST SECTION

Proposer is expected to quote a firm, fixed, fully-loaded hourly rate (or flat rate depending on the scope of work) for the services identified in Section III Scope of Work. All costs associated with the services of this contract must be identified on the Cost Sheet (Section VI). 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 III. 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.

6.1 COST FOR SCOPE OF WORK, SECTION III

a. Fee for Tier 3 Seismic Evaluation Services:

b. Reimbursable Costs:

c. Fee Schedule for Additional Services that may be requested:

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.D. REPORT – JUNE 2021**

REPORT: Agenda Item VIII.d.

MEETING DATE: June 28, 2021

PREPARED BY: Nikki Winslow

LOCATION: Virtual Meeting

TITLE: Review and Approval of Request for Qualifications for Hazardous Materials Consulting Services

BACKGROUND

As part of the Architectural and Design Review completed in early 2020 by Architectural Resources Group (ARG), they reviewed the minimal hazardous materials studies that were completed in the past and recommended in their report that we “properly evaluate existing conditions for hazardous materials, and abatement of materials as required.” They suspected that hazardous materials to be present in vinyl floor tiles, mastic and supply piping insulation. Further studies need to be conducted to identify where the hazardous materials are in both library buildings and the cost to have these moved as part of the renovations.

Our Capital Project Management firm, Rachlin Partners, has suggested to the Facilities Committee and ALD Administration to put out an RFQ for these hazardous materials consulting services to put together a list of qualified firms to complete these studies as needed.

Jennifer Pearson, Program Manager for Rachlin Partners, drafted the attached RFQ in coordination with District Director Nikki Winslow. This draft has also been shared with the Facilities Committee for their review and feedback. If approved by the Board of Trustees, the RFQ will be posted on July 6, 2021 and proposals will be due by July 30, 2021.

As one can see when reviewing the extensive scope of work that could be part of this hazardous materials abatement process (pages 7-9 of the RFQ), there are various phases of work that may need to be completed throughout the course of the building projects. Until initial studies are completed that identify further consulting work that may need to be done, it will not be clear as to the cost of this work.

FISCAL IMPACT

As part of the planning phase of the capital projects, a budget of \$150,000 has been estimated (representing 0.6% of the total potential budget) for all necessary reports and studies. This budget includes the initial Hazardous Materials Consulting Services work, as well as other studies, like the Tier III Seismic Evaluation and other potential studies and reports that will seek

to identify problems or needs, and that will inform the larger scope of work as well as the selection of an architect(s). While the current cost of the needed Hazardous Materials Consulting work is not established, the initial survey will establish that information, and will comprise only a portion of the \$150,000 Reports & Studies budget line item - an amount that will be initially paid by the District and reimbursed from future bond sales.

RECOMMENDATION

Staff recommends that the Board approves the RFQ for the initial studies of Hazardous Materials Consulting Services and authorizes the District Director to work with the Facilities Committee and Rachlin Partners to compile a list of qualified firms to hire as needed to complete the studies and reports to outline the hazardous materials removal from both libraries, and to contract with them for an initial study, not to exceed \$25,000.



**REQUEST FOR
QUALIFICATIONS
HAZARDOUS MATERIAL
CONSULTING SERVICES
Altadena Library District**

RFQ/P ISSUE DATE July 6, 2021

CONTACT

Rachlin Partners, Capital Project Management

Jennifer Pearson, Program Manager
Email: jpearson@rachlinpartners.com
Phone Number: 310-204-3400

PROPOSAL DUE July 30, 2021 by 5:00 PM

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

CONTENTS

Section I	Purpose of Request for Qualifications and 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

**SECTION I
PURPOSE OF REQUEST FOR
QUALIFICATIONS AND PROPOSALS AND
GENERAL TERMS AND CONDITIONS**

1.0 PURPOSE OF REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P)

The Altadena Library District formed the Altadena Library District Community Facilities District No. 2020-1 in November 2020 and is currently seeking statements of qualifications and proposals from interested, highly qualified and experienced firms to provide Hazardous Material Consulting Services to the Altadena Library District.

This request is not a formal request for bids or an offer by the District to contract with any firm responding to this Request for Statement of Qualifications and Proposals ("RFQ/P"). The District reserves the right to contract with any firm responding to this RFQ/P, to reject any response to this RFQ/P as non-responsive, and not to contract with any firm for the services described herein.

The District reserves the right to contract with any or multiple Firms responding to this RFQ/P for all or portions of the services, assign other duties, and request the successful Firm(s) provide other services to the District.

1.1 QUESTIONS REGARDING THE RFQ/P

Any questions, interpretations or clarifications, either administrative or technical, about this RFQ/P 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 RFQ/P by any person is unauthorized and invalid. **All questions either technical, commercial or contractual in nature shall be directed to:** Jennifer Pearson, Program Manager at jpearson@rachlinpartners.com.

1.2 ERRORS AND OMISSIONS

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ/P 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 RFQ/P 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 RFQ/P 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 RFQ/P, any of its key action dates, or any of its attachments. Addenda will be numbered consecutively as a suffix to the RFQ/P. 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 RFQ/P 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 V, 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 Proposer 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 **July 30, 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 RFQ/P 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 RFQ/P 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(s) whose proposal(s), 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 IV – Evaluation and Award Criteria.

One or more firms may be selected and recommended to the governing board of the District for award of a contract.

The District reserves the right to seek Responses from or to contract with any Firm not participating in this process.

1.15 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

1.16 EXECUTION OF THE AGREEMENT

Upon award of a project, 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.

1.17 FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement within the time frame identified above shall be sufficient cause for voiding the project 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 project to another Proposer.

1.18 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.

1.19 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	July 6, 2021
Last Day for Submission of Questions	July 16, 2021
District Response to Questions	July 23, 2021
Deadline for Receipt of Proposals	July 30, 2021
Evaluation and Optional Interview if Required	August 2, 2021
Selection	August 6, 2021
Tentative Start Date	August 9, 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 Hazardous Material Consulting Services on an as-needed basis, and may include services related to the Altadena Main Library and/or the Bob Lucas Memorial Library. Services, although not all-inclusive, may include:

a **DESIGN PHASE:**

- 1) Prepare a detailed survey/inspection of the Site for the presence of asbestos and lead containing materials, which will include review of available pertinent existing historical documentation/previous reports of proposed areas where materials or areas of ACM and LCM may be located.
- 2) Meet with the District Representatives as needed to decide what abatement steps should be undertaken in connection with the modernization plans for the Site.
- 3) Develop a management plan to identify ACM and LCM.
- 4) Assess, sample and analyze materials for ACM at the Site:
 - a) Visual assessment of accessible areas.
 - b) Preliminary assessment to determine homogeneous area and sampling schemes.
 - c) Non-destructive bulk sampling and analysis by Polarized Light Microscopy (PLM) of suspect ACM.
- 5) Assess, sample and analyze LCM at the respective Project sites:
 - a) Visual assessment of accessible areas.
 - b) Preliminary assessment to determine homogeneous areas and sampling schemes.
 - c) X-ray fluorescence (XRF) sampling of painted surfaces to assess lead content. If inconclusive, sample tests are to be provided.
- 6) Consultant shall provide seventy two (72) hour notice to the designated representative of the District prior to starting any on-site assessment or sampling. The Consultant shall notify the District representative for all work to be performed, including the date and time of the Consultant's visit. Sampling may only be performed when staff and patrons are not present in the areas to be sampled. The Consultant shall not displace staff or patrons for sampling purposes.
- 7) Consultant shall provide a Hazardous Building Material Survey (HBMS) report for the Project site. HBMS reports shall include a summary of findings and recommendations, and individual detailed sections for ACM and LCM.
- 8) District will provide, if available, copies of any available existing hazardous material reports prepared by others, as-built/record drawings, and copies of relevant modernization design drawings currently in progress to the Consultant.

b. PRE-BID PHASE

- 1) Consultant shall prepare a LCM/ACM scope of work and specifications for the Project site as directed by the District, which will include but not be limited to: work procedures, abatement drawings identifying type, extent and location at each building of ACM and LCM and disposal requirements, air sampling criteria and work area preparation.
- 2) Consultant shall assist District in the preparation of other bidding/contract documents for abatement contractors.
- 3) Consultant shall be available to attend Pre-Bid meetings to answer questions from bidding contractors.

c. CONSTRUCTION PHASE

- 1) Consultant shall provide oversight of abatement and remediation activities.
- 2) Consultant shall review contractor submittals, including the contractor's hazardous remediation plan, worker certificates, medical clearances, respirator fit tests and Injury Illness Prevention Plan (IIPP).
- 3) Consultant shall attend and participate in weekly project meetings, and any other meetings, as required.
- 4) Consultant shall monitor construction contractor with regard to monitoring abatement work (asbestos and lead removal), for compliance with abatement scope of work and specifications, as well as all necessary air monitoring, wipe sampling and necessary testing.
- 5) Consultant shall collect asbestos air samples during abatement work and analyze within twenty four (24) hours. Clearance air samples at conclusion of abatement work shall be analyzed in accordance with the requirements of the 40 Code of Federal Regulations (CFR), Environmental Protection Agency (EPA) rules regarding asbestos containing materials and other applicable requirements of responsible regulatory agencies.
- 6) Consultant shall characterize waste materials from lead abatement work. Waste characterization shall be performed in accordance with applicable requirements of responsible regulatory agencies. This includes characterization of wastes as hazardous waste and/or Resource Conservation Recovery Act (RCRA) hazardous waste.

d. CLOSEOUT

- 1) Within thirty (30) days of completion of the abatement work, Consultant shall provide District documentation detailing abatement work completed, results of monitoring and contractor observations, results of clearance sampling, copies of waste manifests for the disposal of hazardous and non-hazardous waste for the Project site, site inspection reports (daily field reports) of abatement activities and summary of abatement activities, abatement activity personnel, and certification that the abatement activities complied with all applicable Health and Safety laws, guidelines, and requirements of Cal/OSHA Title 8, California Department of Education (CDE), and the Department of Toxic Substances Control (DTSC).

e. Work shall be performed in accordance with:

- 1) OSHA General Industry 1910.1001
- 2) OSHA Construction Industry Standard, 29 CFR 1926.1101
- 3) USEPA National Emission Standards for hazardous air pollutants, Asbestos Regulations, 40 CFR Part 61, Subpart M (NESHAP)
- 4) Title 8 of the California Code of Regulations, including Sections 1529 and 1532.1,
- 5) South Coast Air Quality Management District (SCAQMD) Rule 1403
- 6) Health and Safety Code section 25914 et seq.,
- 7) Labor Code Section 6501 et seq., and

8) All applicable local, state and federal laws, all in support of the construction commencing throughout the District.

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. 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 staff, the Facilities Committee and Rachlin Partners. 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 RFQ/P; number of years of experience in performing similar work. 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(s) 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. 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 RFQ/P, Proposer must submit proposals in the format identified in this section. All requirements and questions in the RFQ/P 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 RFQ/P. 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 RFQ/P 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 RFQ/P must be listed on an item by- item basis and cross-referenced with the RFQ/P 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**

a. **SECTION I – EXPERIENCE**

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

- 1) Company name, address, telephone number, and authorized representative(s).
- 2) Identify the number of years of experience in providing hazardous material consulting services, similar in size and scope to that requested in the RFQ/P.
- 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 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 hazardous material consultants, whether current, pending, or occurring in the last five (5) years. Please indicate disposition of each claim.

b. **SECTION II – PERSONNEL**

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

c. **SECTION III – QUALIFICATIONS**

Proposer shall provide a clear understanding of the services required by the District in response to Section III - 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 RFQ/P?

d. **SECTION IV – COST SECTION**

Proposer is expected to quote a firm, fixed, fully-loaded hourly rate (or flat rate depending on the scope of work) for the services identified in Section III Scope of Work. All costs associated with the services of this contract must be identified on the Cost Sheet (Section VI). **The hourly rate will include travel to and from the off-site workplace to the on-site workplace.** 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 III. Proposer will submit detailed cost sheets on reimbursable costs, as back up to 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 III

a. Fee Schedule for Firm Personnel

Position	Hourly Rate		
	1 st Year	2 nd Year	3 rd Year

b. Fee Schedule for Laboratory Analysis

Analysis	24-hour Turnaround Rate		
	1 st Year	2 nd Year	3 rd Year

Attach additional laboratory analysis rates as necessary.

This proposal submitted by: _____
Company Name

Address: _____

Telephone Number: _____

Email Address: _____

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.E. REPORT – JUNE 2021**

REPORT: Agenda Item VIII.e.

MEETING DATE: June 28, 2021

PREPARED BY: Nikki Winslow

LOCATION: Virtual Meeting

TITLE: Review and Approval of our new Driver Policy

BACKGROUND

With the recent purchase of the Ford Transit van to serve as our mobile library unit, the District needed to draft a Driver Policy to outline the rules for operating a District-owned vehicle. I worked with Administrative Services Manager Nicole Fabry and Marketing & Community Engagement Manager Chloé Cavelier to research other Driver Policies and develop the policy we are presenting to the Board for approval.

Additionally, we worked with SDRMA, our insurance company, to implement the Employee Pull Notification (EPN) program. The EPN program ensures that the District is notified if any of the registered drivers in the program do not maintain a good driving record. Implementing the EPN program reduces the District's liability.

This policy has been reviewed and approved by our General Counsel at BB & K.

FISCAL IMPACT

None. The District is implementing the EPN program provided through SDRMA at no cost.

RECOMMENDATION

Staff recommends that the Board review and approve the new Driver Policy.



ALTADENA LIBRARY DISTRICT | POLICY AND PROCEDURE MANUAL

SUBJECT: DRIVER POLICY

SECTION: ADMINISTRATION

BOARD APPROVED:

“District vehicle” refers to any vehicle that is purchased and maintained by the Altadena Library District, including but not limited to, the mobile library van.

A. Driver’s Licenses & Driving Records:

An employee who drives an Altadena Library District vehicle must always have a valid driver’s license in their possession at all times while using that vehicle. The license must be the type required by law for the type of driving.

All employees that drive a District vehicle must maintain a driving record that is acceptable to the District’s insurance company and must understand that off-duty driving in personal vehicles as well as driving on behalf of the District in District vehicles can affect a driver’s driving record and ability to be insured. Employee driving records will be regularly reviewed through enrollment in an Employee Poll Notice (EPN) program through the District’s insurance company, reviewing accidents, moving violations, etc. to determine if an employee’s driving record indicates a pattern of unsafe or irresponsible driving and if their driving privileges need to be suspended or revoked. The District’s insurance company may request that the District revoke driving privileges based on any subsequent convictions, failure to appear, accidents, driver’s license suspensions, driver’s license revocations, or any other actions taken against the driving privilege or certificate, added to the driver’s record. In such a case, the employee will not be able to drive a District vehicle until they reestablish a safe driving record to the satisfaction of the District’s insurance provider.

Employees that operate District vehicles must adhere to the safety protocols in this policy and maintain a valid driver’s license at all times. If an employee’s license is suspended or revoked, all driving of District vehicles will be prohibited. Depending on circumstances of suspension or revocation of license, the District reserves the right to take disciplinary action, up to and including termination of employment.

B. Training:

Employees assigned to drive a District vehicle must complete the District-approved training curriculum, which can include, but is not limited to, online driver safety courses, behind-the-wheel training, and certification. The training must be renewed at the frequency deemed appropriate by District Administration.

C. Safety:

1. All drivers must adhere to all local, state, and federal driving laws while operating a District vehicle.

2. Driving on District business and/or driving a District vehicle while under the influence of intoxicants and any drugs which could impair driving ability is forbidden and is sufficient cause for disciplinary action, up to and including termination of employment.
3. District employees are prohibited from using their phone while driving, including reading, writing, or sending a text message. If your job requires that you keep your cell phone turned on while you are driving, you must use a mounted hands-free device that can be activated or deactivated with a single swipe or tap, and are encouraged to safely pull off the road before conducting District business. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for any liability resulting from such action.
4. No driver shall operate a District vehicle when their ability to do so safely has been impaired by illness, fatigue, injury, or prescription medication.
5. All drivers and passengers operating or riding in a District vehicle must wear seat belts.
6. No unauthorized personnel are allowed to ride in company vehicles.
7. Drivers are responsible for the security of the District vehicles assigned to them. The vehicle engine must be shut off, ignition keys removed, and vehicle doors locked whenever the vehicle is left unattended.
8. If an employee gets into an accident using a District Vehicle, they must immediately notify Administration and be taken for a drug test and medical exam. The employee may not return to work until a negative drug test and medical exam results are confirmed and the employee is deemed fit to work. Accidents involving the employee's personal injury must also be reported immediately for workers' compensation purposes.
9. Drivers must report all ticket violations received while operating a District vehicle immediately and will be responsible for any liability resulting from any violation.

D. Documentation:

The driver is responsible for completing pre- and post-trip inspections, following documentation required by the District. This includes notifying the Facilities Manager or other manager of any urgent issues with the vehicle, including, but not limited to, a dashboard indicator light, faulty equipment observed, and needing gasoline. Employees are responsible for filling in the appropriate entries in the Vehicle Log, located inside the vehicle. Blank copies of all required documentation for each trip will be provided in the vehicle at all times.

E. Appropriate Use:

District vehicles are non-smoking vehicles and are to be used for District business only, not for personal use. While it is necessary for some employees to drive a vehicle to and park at a private residence for District business, after-hours use (except for District purposes) is prohibited. If the District vehicle is taken to out-of-town meetings, events, conferences, or workshops, the driving employee may use the vehicle for reasonable purposes if they have no other form of transportation without incurring unnecessary and additional District and/or personal expense.



**RESOLUTION OF THE BOARD OF TRUSTEES NO. 2021-02
OF THE ALTADENA LIBRARY DISTRICT
TO ASK AUDITOR/CONTROLLER OF LOS ANGELES COUNTY
TO PREPARE NEW TAX ROLL FOR ACCOUNT #57.12
ALTADENA LIBRARY DISTRICT TAX**

WHEREAS, The Altadena Library District had undergone severe revenue reductions requiring cuts in staff, services, hours, and materials purchases, and

WHEREAS, The State of California eliminated the Special District Augmentation Fund in June 1993, and the Altadena Library District relied on those funds for one-third of its budget, and

WHEREAS, The State of California transferred ten percent of the Altadena Library District's property tax revenue to the schools of California for fiscal years 1992-1993 and 1993-94, and

WHEREAS, There was a need to replace lost revenue to maintain good library service, and

WHEREAS, The Altadena Library District called for a Per Parcel Election to tax owners of real property in the Altadena Library District for library services, November 4, 2014, and

WHEREAS, The Altadena Library District has complied with all laws pertaining to the per parcel levy, and

WHEREAS, The election was won with 10,113 voters voting YES and 1,712 voters voting NO representing a 85.52% YES vote, and

WHEREAS, There is a cost of living clause after the 2016-17 fiscal year

RESOLVED, That the Altadena Library District asks the Los Angeles County Auditor/Controller to prepare the new tax roll for account #57.12 – Altadena Library Tax for billing of direct charges for **Fiscal Year 2021-22 and to increase each parcel by 0.97%**

DATED: _____, 2021

BOARD OF LIBRARY TRUSTEES

Katie Clark, President

Jason Capell, Secretary

ALTADENA LIBRARY DISTRICT
CALCULATION OF PARCEL TAX
FISCAL YEAR 2021/22

February 2021 CPI:	281.347
February 2020 CPI:	278.657
<u>Change in Index:</u>	<u>2.69</u>

Calculation (% Change in Index): **0.00965**

Rate Increase: **0.97%**

Parcel Tax Rates:

	FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22
Single Family	\$49.32	\$49.59	\$49.59	\$50.79	\$52.16	\$54.05	\$55.40	\$57.26	\$57.82
Apartment Unit	33.81	33.99	33.99	34.81	35.75	37.05	37.97	39.25	39.63
Commercial < 10,000 square feet	100.01	100.55	100.55	102.98	105.77	109.60	112.35	116.12	117.25
Commercial > 10,000 square feet	135.22	135.96	135.96	139.24	143.01	148.19	151.91	157.01	158.52



**BOARD OF LIBRARY TRUSTEES
AGENDA ITEM VIII.G. REPORT for JUNE 2020**

REPORT: Agenda Item VIII.g.

MEETING DATE: June 28, 2021

PREPARED BY: Nicole Fabry

LOCATION: Virtual Meeting

TITLE: Review and approval of Earthquake Insurance Quote for FY21-22.

BACKGROUND:

Our insurance broker, IOA Insurance Services, has provided us with a quote from our current Earthquake Insurance carrier for next fiscal year's coverage. IOA was unable to offer bids from admitted carriers for the limits we require and stated that with a noticeable increase across the market in earthquake coverage, Lloyd's remains the most competitive carrier.

Attached is a comparison of this and next year's rates as well as the quote from Lloyd's.

A brief explanation about admitted versus non-admitted carriers:

Admitted Carrier: An insurance company that is "admitted" means it has been approved by a state's insurance department and that...

- The company must comply with all state insurance regulations.
- In the event the insurance company fails, the state will step in as necessary to make claim payments. With a non-admitted insurance carrier, there is no such protection. In addition, buying from an admitted carrier means that customers don't have to pay certain fees and taxes as part of the policy; admitted status makes those expenses unnecessary. Buying insurance from an admitted carrier also guarantees customers have a path for recourse if they believe a claim has been handled improperly; they can appeal to the state insurance department.

Non-Admitted Carrier: "Non-admitted" status means an insurance carrier has not been approved by the state's insurance department and that...

- The insurance company doesn't necessarily follow state insurance regulations.
- In case of insolvency, no guarantee exists that claims will be paid, even if a case is active at the time of business failure.
- If a policyholder thinks his or her case was handled improperly, there is no recourse available to the state insurance department.

FISCAL IMPACT:

The fiscal impact is an increase of \$3,419.00.

RECOMMENDATION:

Staff recommends that the Board review and approve the quote from Lloyd's for FY21-22.



**BOARD OF LIBRARY TRUSTEES
AGENDA ITEM VIII.G. REPORT for JUNE 2020**

REPORT: Agenda Item VIII.g.

MEETING DATE: June 28, 2021

PREPARED BY: Nicole Fabry

LOCATION: Virtual Meeting

DIC including Earthquake, excluding Flood and EQSL*		
	07/01/20-21	07/01/21-22
	Lloyds	Lloyds
600 E Mariposa St, Altadena, CA, 91001		
Building	\$14,125,000	\$14,125,000
Business Personal Property	\$5,500,000	\$6,000,000
Business Income	\$500,000	\$500,000
2659 Lincoln Ave, Altadena, CA, 91001		
Building	\$1,313,000	\$1,313,000
Business Personal Property	\$120,000	\$188,000
Tenants Improvements	\$23,611	\$23,611
Total Limits	\$ 21,581,611	\$ 22,149,611
Deductible	15% - 25K Min.	15% - 25K Min.
Loss Valuation		
Building	Replacement Cost	Replacement Cost
Contents	Replacement Cost	Replacement Cost
Tenant Improvements	Replacement Cost	Replacement Cost
Business Income	Actual Loss Sustained	Actual Loss Sustained
Total Premium	\$31,300.00	\$34,500.00
Taxes & Fees	\$1,802.25	\$2,021.25
Final Total	\$33,102.25	\$36,521.25

*EQSL = Earthquake Sprinkler Leakage

R-T SPECIALTY INSURANCE SERVICES

QUOTE # 34633 A

Page 1 of 2

TO: Insurance Office of America, Inc. - Pasadena
ATTN: Christine Phillips

Renewal of: 752808

RE: Altadena Library District

POLICY PERIOD: 07/01/21 to 07/01/22

We are pleased to present the following quotation :

COMPANY: Certain Underwriters at Lloyds Non-Adm

Carrier Participation: Certain Underwriters at Lloyds A XV / A+

Perils: DIC incl Earthquake, excluding Flood and EQSL

Coverage: Building, Contents/Business Personal Property, Business Income

Limits (\$): 22,149,611 Per Occurrence and in the Annual Aggregate subject to the following sublimits:

Sublimits:

- 1,546,000 Building Ordinance or Law Coverage B and C Combined (Coverage A included in Building Limit)
- 2,500 Valuable Papers
- 25 % of Loss for Debris Removal
- 250,000 Newly Acquired Real Property - 30 Days
- 100,000 Newly Acquired Personal Property - 30 Days
- 1,000 Outdoor Property, except Any One Tree Shrub or Plant \$250
- 2,500 Personal Effects
- 10,000 Pollutant Cleanup and Removal
- 10,000 Property Off Premises
- 1,000 Fire Department Charges
- 180 Days - Extended Period of Indemnity
- 25,000 Unintentional Errors and Omissions
- 25,000 Extra Expense
- Included Increased Period of Restoration

Deductible:

- 15 % of Replacement Cost Value, Per Unit of insurance, at the time when such loss shall happen, subject to a minimum of \$25,000 Per Occurrence - EQ
- 25,000 All Other Perils

Valuation: Replacement Cost for Property Damage
Actual Loss Sustained for Time Element

Coinsurance: 100 %

Terms & Conditions: Amrisc Property Endorsement
TRIA Exclusion
1/12 Monthly Limitation for Time Element
Percent deductibles are per occurrence, per unit
50% Building Ordinance Damage threshold waived
Coverage explicitly excludes all flooding, including but not limited to flooding during windstorm events.
Coinsurance to be waived subject to receipt and acceptance of signed property SOV
All buildings with outstanding damage are excluded.
Any AP or RP under \$500 shall be waived, except AP for new perils or coverages added

TIV: 22,149,611 Based upon 100% values per schedule

R-T SPECIALTY INSURANCE SERVICES

QUOTE # 34633 A

Page 2 of 2

Location address: As per schedule on file (see attached)

Subject To:

- Signed D-1
- Signed TRIA
- Signed Flood Notice
- Signed Property Application
- Signed SOV

Exclusions: FloodEQSL
Terrorism (unless purchased)
Per Carrier Form

Terrorism Surcharge: 1,795 Additional premium for Certified Acts of Terrorism (premium not included below)

Warrant: All Risk policy in place equivalent to ISO CP 10 30 Special Causes of Loss

PREMIUM:

\$ 34,500.00
\$ 900.00 Broker Fee - Fully earned at inception
\$ 1,035.00 State Tax
\$ 86.25 CA Stamp Fee
\$ 36,521.25 Total

Payment is due in our office in 20 days from inception of coverage.

35% MINIMUM RETAINED PREMIUM IN THE EVENT OF CANCELLATION. NO FLAT CANCELLATIONS.

This quotation is valid for 28 days, or until inception of coverage, whichever is sooner.

This quotation for coverage is subject to the terms and conditions of the specified insurance company forms currently in use, including any listed amendatory endorsements. This quotation for coverage may not conform to the terms and conditions requested. Should a change in insurance company occur, terms and conditions may vary from those currently in force. A copy of the form to be used is available upon request.



**BOARD OF LIBRARY TRUSTEES
AGENDA ITEM VIII.H. REPORT for JUNE 2021**

REPORT: Agenda Item VIII.h.

MEETING DATE: June 28, 2021

PREPARED BY: Nicole Fabry

LOCATION: Virtual Meeting

Title: Gann Appropriation Limit, FY 2021-2022

Summary:

The Library District's appropriations may increase annually by a factor comprised of the change in population with the change in California per capita personal income.

In 1980, California voters adopted Article XIII B of the California State Constitution, commonly referred to as the Gann Initiative or Gann Appropriations Limit, placing limits on the amount of tax proceeds that State and local agencies can appropriate each year. The District's limit is adjusted each year for inflation, population and other factors.

The calculation of the District's FY 2021-22 Gann Appropriations Limit was computed by using factors provided by the State Department of Finance:

Per Capita Change =	1.0573
Population Change =	0.9886
Calculation Factor =	$1.0573 \times 0.9886 = 1.0452$
2020-21 Gann Limit	\$ 4,260,989

The District's budgeted tax proceeds subject to the FY 2021-22 Gann limit equal \$3,748,200. The GANN limit applies to "all taxes levied by and for" a government entity; other sources of revenue, including certain types of debt service, are excluded. Therefore, the District is within the Gann limitation by \$512,789 and in compliance with state law. The Gann limit worksheet and Department of Finance documentation is attached.

Recommendation: The Board of Library Trustees review and accept the appropriation limit for FY 2021-22.



**ALTADENA LIBRARY DISTRICT
APPROPRIATIONS LIMIT WORKSHEET
FY2021-2022**

	AMOUNT
A. LAST YEAR'S LIMIT	\$4,076,539
B. ADJUSTMENT FACTORS	
1. Population Change %	-1.14
2. Inflation - Per Capita Personal Income %	5.73
Per Capital Cost of Living Change = (0.23)% Population Change = 0.95	
C. CALCULATIONS	
Per Capita Cost of Living converted to a ratio:	$\frac{5.73 + 100}{100} = 1.0573$
Population Converted to a ratio:	$\frac{-1.14 + 100}{100} = 0.9886$
Calculation of factor for FY 2021-2022:	$1.0573 \times 0.9886 = 1.0452$
Total Adjustment %	4.52%
C. ANNUAL ADJUSTMENT \$	
D. TOTAL ADJUSTMENTS	\$184,450 *
E. CURRENT YEAR LIMIT	\$4,260,989 *

Population converted to ratio	0.9886
Inflation converted to ratio	1.0573

GANN LIMIT

BY: TANYA HARRIS, CPA, MPA
GENERAL ACCOUNTING DIVISION CHIEF
RIVERSIDE COUNTY

GANN LIMIT AGENDA

- History of the GANN Limit
- Proposition 98
- Proposition 111
- GANN Limit Summary
- What Local Government Funds are Covered?
- Determining Your Appropriations Limit
- Irregular Alternation to an Appropriations Limit
- Modifying A Limit
- Appropriations Subject to Limitation
- Appropriation Limit Exclusions
- Annual Adjustments to the Appropriation Limit
- Exceeding the Appropriation Limit
- Adoption Procedures and Annual Review
- Appropriation Limit Worksheets

GANN LIMIT - HISTORY

California Proposition 4, the "Gann Limit" Initiative, was on the November 6, 1979 statewide special election ballot in California as an initiated constitutional amendment. It was sponsored by Paul Gann and is sometimes referred to as the 'Spirit of 13' Initiative in reference to Proposition 13, which was approved the previous year. It has also been referred to as SAL for State Appropriations Limit.

The Gann Limit was approved by a whopping 74 percent of California voters. That was during the height of the tax revolt, as just 18 months beforehand Golden State residents enacted Proposition 13, granting themselves some much-needed property tax relief. However, after the passage of Proposition 13, fiscal conservatives were concerned that state spending increases would prompt California lawmakers to increase other taxes to compensate for the reduction in property tax revenues. As such, the Gann Limit was proposed as a mechanism to limit state spending.

GANN LIMIT - HISTORY

Proposition 4 created Article XIII B of the California Constitution which provides a formula for calculating spending limit and also serves to :

- ✓ Places annual limits (or ceilings) on the appropriations of tax proceeds that can be made by the state, school districts, and local governments in California. These limits are based on the amount of appropriations in the 1978-79 "base" year, as adjusted each year for population growth and cost-of-living factors.
- ✓ Require state and local governments to return any funds to taxpayers in excess of the amount appropriated for a given fiscal year.
- ✓ Require the state to reimburse local governments for the cost of complying with state mandates.

GANN LIMIT - HISTORY

Admittedly, the Gann Limit had some flaws. It only limited appropriations of tax revenue and, as a result, the legislature reacted by raising more revenue from non-tax sources. Still, the Gann Amendment proved to be relatively effective at keeping spending in check. Between 1980 and 1991, California's rank in state per-capita expenditures fell from 7th to 16th. Its rank in per-capita revenues showed a similar decline during the same time period. Furthermore, when tax receipts exceeded the Gann Limit in 1987, the state refunded \$1.1 billion in surplus revenues to the taxpayers

GANN LIMIT – PROPOSITION 98

However, the 1987 rebate may have led to the downfall of the Gann Limit. The rebate angered education interests who wanted a portion of the money to be used to increase school spending. California's education lobby responded by working for the 1988 passage of **Proposition 98**, which required that public schools receive a share of any revenues that exceeded the Gann Limit. Perhaps more importantly, Proposition 98 required the state to compensate for any decreases in education spending that occurred when revenues declined.

Proposition 98 specified that the first portion of excess revenues be allocated to schools, up to 4 percent of the minimum funding guarantee. Excess revenues above the 4 percent level (equal to about \$400 million in 1988) continued to be rebated to taxpayers.

GANN LIMIT – PROPOSITION 111

The increases in education spending came at the expense of other state programs and generated more hostility toward the limit. As a result, the transportation lobby was able to enact **Proposition 111** in 1990, which exempted gasoline taxes from the Gann limit. More importantly, Proposition 111 raised the spending limit by tying it to per-capita personal income growth instead of inflation. That set a considerably higher limit. Ever since, the Gann Limit has ceased to be a meaningful constraint on the size of state government in California.

GANN LIMIT – PROPOSITION 111

On June 5, 1990, California voters approved Proposition 111, amending Article XIII B.

In addition to imposing additional taxes on gasoline and modifying Proposition 98's minimum funding formulas, Proposition 111 made several significant changes to the SAL. Chief among these were its changes to (1) the GANN Limits allowed local jurisdictions to choose among measures of inflation and population growth to compute the adjustment factor, and (2) how excess revenues are to be calculated and allocated among school spending and taxpayer rebates.

- **Annual Adjustment Factors.** Proposition 111 modified the statewide population factor to take into account growth in K-14 average daily attendance, instead of just overall statewide population growth. It also modified the cost-of-living factor, basing it strictly on the percent change in California per-capita personal income (instead of the lesser of the percent changes in California per-capita personal income or the U.S. Consumer Price Index). These changes, which were made retroactive to 1986-87, have had the effect of increasing the state's limit by about \$6 billion in 1999-00 from what it would have been had the original factors remained in place.
- **Excess Revenues.** Article XIII B originally required that excess revenues received by the state and local governments be rebated to taxpayers in the following year. Proposition 111 instead provides that excess revenues be established over a two-year period, and that they be divided equally between rebates to taxpayers and Proposition 98 educational spending.

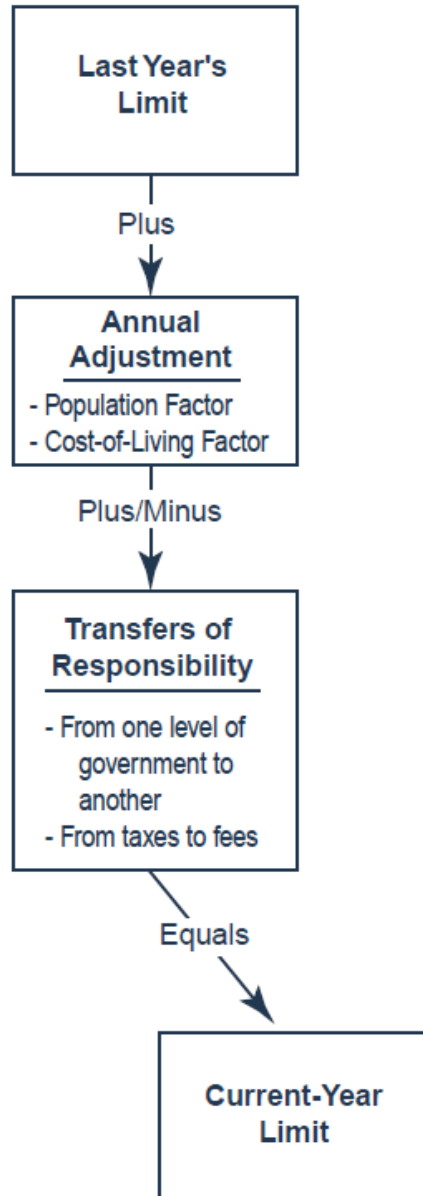
GANN LIMIT – CHANGES MADE BY PROP 98 & 111

Article XIII B: Changes Made by Propositions 98 and 111

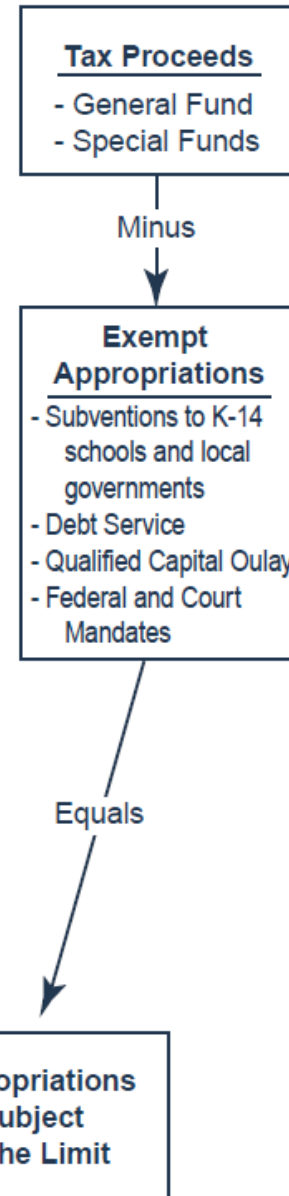
Type of Provision	Original Provisions in Proposition 4	Changes Made by:	
		Proposition 98	Proposition 111
Annual Adjustments to Spending Limit	Statewide population growth plus lesser of U.S. CPI or California per-capita personal income growth.	No changes.	Population growth based on weighted average of population and K-14 school enrollment growth. Cost-of-living based solely on California per-capita personal income growth.
Exempt Appropriations	Includes subventions, debt service, retirement costs, and unemployment insurance compensation.	No changes.	Added qualified capital outlay spending, appropriations supported by increased gas taxes, and appropriations resulting from natural disasters.
Allocation of Excess Revenues	Returned to taxpayers in the following year.	First portion to Proposition 98 (up to 4 percent of the minimum guarantee), with remainder to taxpayers.	Excess revenues determined over a two-year period. Total to be split between taxpayer rebates and Proposition 98 funding.

How the State's Spending Limit Works

Calculation of the Appropriations Limit (SAL)



Calculation of Appropriations Subject to the Limit



GANN LIMIT - SUMMARY

The Appropriations Limit applies only to those revenues defined as “**proceeds of taxes.**” Certain expenditures of tax proceeds do not count as Appropriations Subject to Limit including those for voter approved debt, qualified capital outlay, and the costs of complying with court orders and federal mandates.

In order to ensure that taxes are counted in the Appropriations Limit of one but only one agency of government, the law requires that if the State provides funds to a local government for general purposes, the funds are to be counted as “state subventions” and included in the Appropriations Subject to Limit of the local agency. However, if the Legislature restricts the funds to specific purposes, then the funds are counted in the State – rather than local – Appropriations Subject to Limit.

During any fiscal year, a government entity may not appropriate any proceeds of taxes received in excess of the Appropriations Limit of the entity. If a local government receives excess funds in any one year, it may “carry those excess funds into the subsequent year” for use. Any excess funds remaining after the second year must be returned to taxpayers by reducing tax rates or fees. As an alternative, a majority of the voters may approve an “override” to increase the Appropriations Limit. The law allows such an override to last for a maximum of four years

GANN LIMIT – WHAT LOCAL GOVERNMENT FUNDS ARE COVERED?

Article XIII B attempted to restrict spending at all levels of government in California. The Appropriations Limit applies to **“all taxes levied by and for”** a government entity.

The law applies to the State, as well as to all local governments including “any city, county, city and county, school district, special district, authority, or other political subdivision of or within the State.”

The following local governments are not subject to Appropriations Limit requirements:

- Special districts which did not, as of fiscal year 1977-78, levy a property tax in excess of \$0.125 per \$100 of assessed value.
- Any special district which is entirely funded by other than the proceeds of taxes.
- Redevelopment agency or successor agency property tax increment funds (such agencies do not have the power to levy a property tax).

For most local governments, the funds constrained by Article XIII B will include the General Fund, the Capital Outlay Fund, and Special Revenue Funds. The source of revenues will determine whether a fund requires a separate Appropriations Limit.

GANN LIMIT – DETERMINING YOUR APPROPRIATIONS LIMIT

The total annual appropriations subject to limitation of the State and of each local government shall not exceed the appropriations limit of the entity of government for the prior year adjusted for the change in the cost of living and the change in population, except as otherwise provided in this article.

– CAL. CONST. ART XIII B SEC 1

The Appropriations Limit is:

- The calculated dollar amount which restricts the ability to appropriate proceeds of taxes.
- The Appropriations Subject to Limitation may not exceed the Appropriations Limit.
- The Appropriations Limit for any year is the Appropriations Limit from the previous fiscal year increased for inflation and population growth.
- The Appropriations limit in a given year depends on the Appropriations Limit for the Base Year (first year of calculation) adjusted annually according to specified factors.

GANN LIMIT – BASE YEAR

The appropriations limit for the Article XIII B base year is the sum of the Appropriations Subject to Limitation for that year.

Proposition 111 (1989) established Fiscal Year 1986-87 as the Base Year for all governments, rather than the original 1978-79 base year established by Proposition 4 (1979).

The base year of a local government entity formed or incorporated on or after January 1, 1980 is the Appropriations Subject to Limitation for the first full year of operation of that entity.

GANN LIMIT - IRREGULAR ALTERATIONS TO AN APPROPRIATIONS LIMIT

Other than the annual adjustment, the Appropriations Limit of a local government entity must be altered for any transfer of financial responsibility, and any event of a declared emergency or if voters approve an override temporarily increasing the Appropriations Limit.

Transfer of Financial Responsibility

In addition to the annual inflation and population adjustments, the Appropriations Limit must be adjusted in the event that the financial responsibility for providing services is transferred in whole or in part from:

- One entity of government to another.
- One entity of government to a private entity.
- Proceeds of taxes to licenses or fees.

GANN LIMIT – TRANSFER OF FINANCIAL RESPONSIBILITY

The drafters of Proposition 4 wanted to ensure that public agencies did not **evade** the Appropriations Limit by **shifting programs** to other governments or from tax support to user fees.

Article XIII B requires that a public agency's Appropriations Limit be adjusted whenever there is a transfer of financial responsibility:

1. **Between two or more government agencies** (such as through an annexation or incorporation). Whenever financial responsibility for all or some part of a service is transferred between government agencies, the agencies must increase or decrease their limits “by such reasonable amount as the said entities shall mutually agree....” The amounts adjusted should be the same for the two agencies.

GANN LIMIT – TRANSFER OF FINANCIAL RESPONSIBILITY

2. From the public sector to the private sector. A public agency's Appropriations Limit is to be reduced if the financial responsibility for all or part of services transferred to a private entity. For example, if a city that had been funding refuse collection services all or in part from tax revenues instead issued a franchise contract to a private company for providing the service, the Appropriations Limit would be reduced by the amount of tax/ subvention saved commencing in the year of the transfer.

However, if the service had been funded entirely from user fees, which are not Appropriations Subject to Limit, then the calculations are unaffected and there is no requirement to alter the Appropriations Limit.

GANN LIMIT – TRANSFER OF FINANCIAL RESPONSIBILITY

3. **From other funding to user fees.** A public agency’s Appropriations Limit must be decreased whenever “the financial responsibility of providing services is transferred in whole or in part from other revenues of an entity of government to proceeds from regulatory licenses, user charges, or user fees....”

The adjustment need only be made “when the dollar amount allocated from other revenues ... to the provision of such services is decreased.” That is, if the service funding is maintained (e.g., with a “maintenance of effort”, etc.) with other revenues, then the Appropriations Limit does not have to be reduced.

Consistent with the intent and other provisions of Article XIII B, “other revenues” referred to in this section means proceeds of taxes and/or state subventions.

GANN LIMIT – LOCALLY DECLARED EMERGENCY

Article XIII B allows an entity to exceed its Appropriations Limit by declaring an emergency. In such a case, **the Appropriations Limit in the following three years must be sufficiently reduced so as to recover, in aggregate, the excess spending.**

“An emergency” must reflect an extraordinary occurrence or combination of circumstances that was unforeseen and unexpected at the time a governmental entity adopted its budget...and which requires immediate and sudden action of a drastic but temporary nature.

GANN LIMIT – EMERGENCY DECLARED BY THE GOVERNOR

Article XIII B provides **different rules** for an emergency declared by the Governor. In the event that an emergency is declared by the Governor, the local agency may, by a two-thirds vote of the governing board, appropriate funds into an emergency fund with such appropriations not being subject to limitation.

For this criteria to be met, the emergency, as declared by the Governor, must reflect conditions of disaster or extreme peril to people or property. In an emergency declared by the Governor, **there is no requirement to reduce future year Appropriations Limits to recover the amount spent.**

GANN LIMIT – VOTER OVERRIDE

The appropriations limit imposed on any new or existing entity of government by this Article may be established or changed by the electors of such entity, subject to and in conformity with constitutional and statutory voting requirements. The duration of any such change shall be as determined by said electors, but shall in no event exceed four years from the most recent vote of said electors creating or continuing such change.

– CAL. CONST. ART XIII B SEC 4

The voters of a jurisdiction may, by majority approval, increase the Appropriations Limit of a local government. The override may not exceed four years. (See “Exceeding the Limit” below)

GANN LIMIT - MODIFYING A LIMIT – PRIOR YEAR EFFECTS

Nothing in the law prohibits a government entity from revising its Appropriations Limit; for example, to correct a computational error or to employ a different valid interpretation of Appropriations Subject to Limit.

However, any such modifications must be applied consistently to both the Limit and the Appropriations Subject to Limit from the base year (1986-87) onward. Any such modification should:

- ✓ modify the base year Appropriations Limit accordingly and recalculate the subsequent annual Appropriations Limits up through the current year,
- ✓ modify the Appropriations Subject to Limit for the base year and each subsequent year, and
- ✓ compare the Appropriations Limit and Appropriations Subject to Limit in each year.

Any modification opens a 60-day public challenge period for the recalculated years.

GANN LIMIT - APPROPRIATIONS SUBJECT TO LIMITATION

*“Appropriations subject to limitation” of an entity of local government means any authorization to expend during a fiscal year the **proceeds of taxes** levied by or for that entity and the proceeds of **state subventions** to that entity (other than subventions made pursuant to Section 6)* exclusive of refunds of taxes.*

– CAL. CONST. ART XIII B SEC 8(B)

**state mandate reimbursement*

The Appropriations Subject to Limitation of an entity of local government are those specified appropriated revenue sources to which the Article XIII B limit applies. The particular categories and definitions of revenues included in an entity's Appropriations Subject to Limitation should be consistent across all years and the Base Year.

Step by Step: Determining Appropriations Subject to Limit

1. Assign each revenue account (other than interest earnings) into either proceeds of taxes or non-proceeds. (Worksheet 1)
2. Determine whether any user fees exceed the cost of services. (Worksheet 2. Enter results on Worksheet 1)
3. Determine all allowable exclusions, including debt service, qualified capital outlay, court orders and federal mandates. (Worksheet 3)
4. Pro-rate interest earnings.
 - a. Deduct the exclusions identified in step 3 from the total proceeds of taxes computed in steps 1 and 2.
 - b. Divide the amount determined in step 4 by the total non-interest revenue on Worksheet 1. Multiply this by the total estimated interest earnings to compute the amount of interest earned from the investment of proceeds of taxes. (Worksheet 4) An alternate method of computing interest earned from the investment of proceeds of taxes may be used with adequate justification and documentation.
3. Allocate the interest earnings between proceeds of taxes and non-proceeds on Worksheet 1 and total the columns. Transfer the total proceeds of taxes from Worksheet 1 and the exclusions from Worksheet 3 to Worksheet 8.

GANN LIMIT – PROCEEDS OF TAXES

Proceeds of taxes include:

- All taxes levied by or for a public agency.
- Any revenue from regulatory licenses, user charges, and user fees to the extent that the proceeds exceed the cost of providing the regulation, product, or service.¹³
- State subventions for general purposes.
- Any interest earned from the investment of the proceeds of taxes.

GANN LIMIT – STATE SUBVENTIONS

“State subventions” shall include only money received by a local agency from the state, the use of which is unrestricted by the statute providing the subvention.

– GOV CODE SEC 7903

For the purposes of Article XIII B, state subventions to a local government is money received from the state which is unrestricted as to use. Discretionary funding to local governments from the state has dwindled dramatically since the passage of Proposition 4 in 1979. Consider:

- Motor Vehicle License Fees (VLF) In Lieu funds that are not designated as to use.
- Homeowners Property Tax Relief.

GANN LIMIT – STATE SUBVENTIONS

State moneys provided to local governments with **restricted uses are to be included by the State in its Appropriations Limit computations.**

State subventions provided to local governments **without restriction as to use are excluded from the State’s Appropriations Limit computations.** The same proceeds of taxes may not be included in the Appropriations Limit computations of more than one local jurisdiction or the State.

Motor Vehicle Fuel Tax (Gasoline Tax) revenues allocated to a local government **are not a state subvention** for the purposes of Article XIII B because these **funds are restricted as to use.** The State includes these funds in its calculations.

State mandate reimbursements are specifically excluded from “state subventions.”

GANN LIMIT – USER FEES

Revenue received from regulatory licenses, user charges, and user fees are not considered as proceeds of taxes unless the proceeds exceed the costs reasonably borne in providing the regulation, service, or product.

Note that the following are **NOT** considered “regulatory licenses, user fees or charges” for the purpose of this Article XIII B requirement, nor are they “proceeds of taxes”:

- Rents, concessions, entrance fees, franchise fees such as facility room rentals; equipment rentals; park, museum and zoo entrance fees, golf greens fees, on and off-street parking, and tolls.
- Fines, forfeitures, penalties such as late payment fees, citations, parking fines, code enforcement fees and penalties, interest charges and other charges for violation of the law.
- Assessments on real property or persons for special benefit conferred.

GANN LIMIT – USER FEES

In order to make this determination under Article XIII B, the regulatory license (fees), user charges and fees of the entity should be examined in comparison with the costs of providing the regulation services or products. The analysis may aggregate reasonably related services for this analysis. For example, you may

- group planning and zoning fees and charges for comparison with the costs of providing services for which those fees are charged;
- group building inspection, fire safety inspection, public works inspection, and construction permit fees and charges for comparison with the costs of providing services for which those fees are charged;
- group police department fees and charges for comparison with the costs of providing services for which those fees are charged;
- group parks and recreation fees and charges for comparison with the costs of providing services for which those fees are charged.

If a determination is made that the proceeds from an aggregated group of regulatory licenses, user charges, or user fees exceeds costs, then any such excess is to be considered “proceeds of taxes” under Article XIII B. Such a case requires further analysis to determine compliance of each user fee, regulatory license, and user charge in the aggregated group with Proposition 26 (Cal Const art XIII C, section 1(e)); or, in the case of property-related fees, Proposition 218 (Cal Const art XIII D, section 6). All taxes require voter approval (Cal Const art XIII C, section 2).

GANN LIMIT - EXCLUSIONS

The following are excluded from the Appropriations Subject to Limitation:

- Certain types of debt service costs.
- Qualified capital outlay.
- The costs of complying with court orders and federal mandates which, without discretion, require an expenditure for additional services or which unavoidably make the providing of existing services more costly.
- Appropriations required to refund taxes.
- Local agency loan funds or indebtedness funds, or investment funds in bank accounts.

GANN LIMIT – EXCLUSIONS

Debt Service.

Certain types of debt service costs are not subject to the Appropriations Limit. Excludable debt service is limited to “appropriations required to pay the cost of interest and redemptions charges...on indebtedness existing or legally authorized as of January 1, 1978 or on bonded indebtedness thereafter approved...by a vote of the electors...”

Under certain conditions, a public entity’s contribution to a pension fund may be an “indebtedness” exempt from the Appropriations Limit. Non-voter approved debt used to purchase qualified capital outlays may also be exempted.

GANN LIMIT - EXCLUSIONS

Qualified Capital Outlay

Qualified Capital Outlay is an appropriation for a fixed asset (including land and construction) with a useful life of 10 years or more and a value which equals or exceeds one hundred thousand dollars (\$100,000). This may include:

- ✓ Annual debt service and other financing costs.
- ✓ Certificates of participation.
- ✓ Lease-purchases.
- ✓ Periodic contributions into a capital reserve fund, provided that the funds are used to purchase a qualified capital asset.
- ✓ Purchases or rehabilitation which enhances the value of or extends the life of existing property, provided that the equipment, land, facility, and/or construction costs meet the dollar and life expectancy criteria (ten years and \$100,000). An example would be the addition of \$100,000 sprinkler improvements to enhance an existing park sprinkler system. Another example would be the reconstruction of a deteriorated roadway.
- ✓ Lease of a qualified capital asset.

GANN LIMIT - EXCLUSIONS

Items which are *not* considered Qualified Capital Outlay include:

- Collections of lower-priced assets which, when aggregated total more than \$100,000
- Regular maintenance of assets.

Count only that portion of the asset(s) which are purchased with tax proceeds. An asset with multiple funding sources should be prorated in order to determine how much is exempt from the Appropriations Limitation.

Income from the rent or sale of a qualified capital asset may need to be counted as proceeds of taxes. If the asset was originally obtained using funds which would have been above the Appropriations Limit were it not for the qualified capital outlay exclusion, any revenue gained from the asset under these circumstances should be treated as proceeds of taxes.

GANN LIMIT - EXCLUSIONS

Court Orders

If a court orders a public entity to spend money without discretion for additional services or if a court order unavoidably makes the provision of existing services more costly, the expenditures are not counted as Appropriations Subject to Limitation.

In making a determination, in this area, one should consult legal counsel and consider the meaning of the terms “unavoidably,” “without discretion,” and “additional service.” Some additional cost areas include:

- Costs incurred to comply with court interpretation of an existing state statute or constitutional provision.
- Costs incurred to comply with court mandates imposed on a separate entity of local government to which other entities of government are subject.

GANN LIMIT - EXCLUSIONS

Federal Mandates. The costs of compliance with a federal mandate which, like a court order, unavoidably and without discretion requires an additional service or makes an existing service more expensive may also be exempt from the Appropriations Limit. A federal mandate exists whenever failure to comply with the mandate “would result in substantial monetary penalties of loss of funds to public or private persons.”

Examples of Federal Mandates

- Americans With Disabilities Act
- Clean Air Act
- Clean Water Act and Water Pollution Control Act
- Comprehensive Environmental Response Compensation and Liability Act
- Drug-Free Workplace Act
- Emergency Planning and Community Right-to-Know Act
- The Fair Labor Standards Act
- Family and Medical Leave Act
- Flood Disaster Protection Act
- Health Insurance Portability and Accountability Act
- Help America Vote Act and Voting Rights Language Assistance Act
- Immigration Reform and Control Act
- Job Training Partnership Act
- Justice for All Act (collection of DNA samples from persons convicted of felonies)
- National Historic Preservation Act
- Occupational Safety and Health Act
- Omnibus Transportation Employee Testing Act
- Public Health Service Act
- Residential Lead-Based Paint Hazard Reduction Act
- Resource Conservation and Recovery Act (hazardous wastes sites)
- Safe Drinking Water Act
- Stewart B. McKinney Homeless Assistance Act
- Surface Transportation and Uniform Relocation Assistance Act
- Telecommunications Act (Wireless Antennas)
- Water Quality Act

GANN LIMIT - EXCLUSIONS

Reserve Funds.

Whenever tax proceeds are appropriated *into* a reserve fund (contingency, emergency, unemployment, reserve, retirement, sinking fund, trust, or similar fund) **they are to be counted as Appropriations Subject to Limitation in the year of appropriation.** However, such funds are not included in the computation when they are *withdrawn* (or authorized to be withdrawn). Transfers among eligible reserve funds are also not counted as Appropriations Subject to Limitation.

There are two exceptions to this rule: Reserves created to fund

- 1) the future costs of qualified capital outlay or
- 2) the damages of an eligible emergency may be created and financed outside of the Appropriations Limit. The specific capital outlay project should be clearly stated prior to funding the reserve, and strict accounting should be used for expenditure of the funds.

GANN LIMIT - EXCLUSIONS

Each entity of government may establish such contingency, emergency, unemployment, reserve, retirement, sinking fund, trust, or similar funds as it shall deem reasonable and proper. Contributions to any such fund, to the extent that such contributions are derived from the proceeds of taxes, shall for purposes of this Article constitute appropriations subject to limitation in the year of contribution. Neither withdrawals from any such fund, nor expenditures of (or authorizations to expend) such withdrawals, nor transfers between or among such funds, shall for purposes of this Article constitute appropriations subject to limitation.

– CAL. CONST. ART XIII B SEC 5

GANN LIMIT – CONSISTENCY IS THE KEY

There may be some variance among local governments as to interpretation of the specific funds to be included as Appropriations Subject to Limitation.

The important thing is that those categories of revenues treated as proceeds in the Base Year are consistently treated as such in subsequent years.

Any modification of the treatment of specific revenues must also make that revision in the Base Year (1986- 87) and re-adjust each subsequent year's Appropriations Limit.

GANN LIMIT

Step by Step: Determining Appropriations Subject to Limit

1. Enter the Appropriations Limit for the entity for the prior year on Worksheet 7.
2. Determine the changes in population on Worksheet 5 and select the larger figure for the year. Enter this on Worksheet 7.
3. Determine the change in cost of living under each of the two formulas and select the large figure for the year. Enter this on Worksheet 7.
4. Compute factors and Limits and enter on Worksheet 8.

GANN LIMIT –

ANNUAL ADJUSTMENT OF THE APPROPRIATIONS LIMIT

The total annual appropriations subject to limitation of the State and of each local government shall not exceed the appropriations limit of the entity of government for the prior year adjusted for the change in the cost of living and the change in population, except as otherwise provided in this article. – CAL. CONST. ART XIII B SEC 1

Each year, a local government must adjust its Appropriations Limit for two factors:

1) the change in the cost of living, and 2) the change in population

Annual Adjustment of Appropriations Limit

$$L = L_{py} * (1 + C) * (1 + P)$$

L – Appropriations Limit of a local government for a fiscal year

L_{py} – Appropriations Limit of the public entity for the prior fiscal year

C – Change in cost of living as defined in law and chosen by the public entity for that year

P – Change in population as defined in law and chosen by the public entity for that year

GANN LIMIT – ANNUAL ADJUSTMENT OF THE APPROPRIATIONS LIMIT

The law allows a number of choices to the public entity for each of these factors.

A local government that is not a school or college district may make a choice each year to define the change in the cost of living in either of two ways:

- The change in California per capita personal income, or
- The percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction.

Local governments also have multiple options for defining the change in population. A city may choose either

- The percentage change in population within the city, or
- The percentage change in population within the county in which the city is located (i.e., total population in county meaning incorporated and unincorporated combined).

GANN LIMIT -

Special districts and counties have other choices for adjusting the Appropriation Limit.

	Change in Population ¹⁹	Change in the Cost of Living ²⁰
City	<p>(1) The percentage change in population within the city, or</p> <p>(2) the percentage change in population within the county in which the city is located. (total in county: incorporated and unincorporated combined)</p>	<p>(A) the percentage change in California per capita personal income from the preceding year, or</p> <p>(B) the percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction.</p>
Special District	<p>(1) The percentage change in population within the district, or</p> <p>(2) the percentage change in population within the county in which the district is located.</p> <p>(3) For a special district located in two or more counties, the district may use the percentage change in population in the county in which the portion of the district is located which has the highest assessed valuation.</p>	
County	<p>(1) The percentage change in population within the county, or</p> <p>(2) the percentage change in population within the county, combined with the change in population within all counties having borders that are contiguous to that county, or</p> <p>(3) the percentage change in population within the incorporated portion of the county.</p>	

GANN LIMIT – SOURCES AND CALCULATION METHODS

Percentage changes in population for each year - including for a city, special district, county, or county incorporated area - are available from the California Department of Finance Demographics Unit.

The percentage change in California per capita personal income is defined in law as *California personal income divided by the civilian population of the state...divided by the similarly determined quotient for the next prior year.*” The Department of Finance is required to make this calculation and notify each local agency of the figure no later than May 1 of each year.

The percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction is properly defined as the dollar change in locally assessed non-residential valuation due to new construction from the prior year assessment roll to the most recent assessment roll divided by the total secured and unsecured assessment roll in the prior year.

GANN LIMIT

“Change in the cost of living” for an entity of local government, other than a school district or a community college district, shall be either (A) the percentage change in California per capita personal income from the preceding year, or (B) the percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction. Each entity of local government shall select its change in the cost of living pursuant to this paragraph annually by a recorded vote of the entity’s governing body.

– CAL. CONST. ART XIII B SEC 8(E)(2)

Change in assessment roll due to addition of local nonresidential new construction

$$C_{ar} = \frac{NRAV}{AR_{py}}$$

C_{ar} - Percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction.

$NRAV$ - the dollar value of new nonresidential construction in the jurisdiction during the year following the prior-year assessment roll.

AR_{py} - the total secured and unsecured assessment roll in the jurisdiction in the prior year.

Check with your County Assessor for the elements of this calculation.

GANN LIMIT – EXCEEDING THE LIMIT

All revenues received by an entity of government, other than the State, in a fiscal year and in the fiscal year immediately following it in excess of the amount which may be appropriated by the entity in compliance with this article during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years.

– CAL. CONST. ART XIII B SEC 2(B)

GANN LIMIT – EXCEEDING THE LIMIT

If a government entity ends a fiscal year having more Appropriations Subject to Limit than its Appropriation Limit allows, the entity must return the excess either by reducing taxes or fees.

Excess revenues in a year may be **carried over for one year**. That is, if a government entity exceeds its Appropriations Limit in a fiscal year, it can avoid a refund if it is below its Appropriations Limit in the next succeeding year by at least as much.

The effect of this one year carry-over provision is that the amount of the combined Appropriations Subject to Limit over a two year period in excess of the combined Appropriations Limits for those two years must be returned.

The government entity must return the excess amount by a revision of tax rates or fee schedules within the next two subsequent fiscal years. Alternatively, the electors of a government entity may increase the appropriations limit of the entity. Such a change in an Appropriations Limit may not exceed four years from the most recent vote of the electors.

GANN LIMIT – EXCEEDING THE LIMIT

Overrides

An Appropriations Limit override does not have to specify how the excess proceeds of taxes will be used by the entity (although it may). The amount of increase requested may be in the form of an absolute dollar amount, a percentage increase, an unspecified amount tied to increased revenue from a specific source, or any combination or amount desired by the government entity.

The override may be held any time within the two years allowed to refund the excess funds. However, is risky to wait too long before submitting an override to the voters. The four-year maximum period commences from the date of passage of the override.

GANN LIMIT – ADOPTION PROCEDURES

The law stipulates that each year each local government shall:

- By resolution of the governing board at a regularly scheduled meeting or noticed special meeting, establish its Appropriations Limit and make other necessary determinations pursuant to Article XIII B.
- Fifteen days prior to the meeting establishing the Limit, make available to the public, documentation used in the determination of the Appropriations Limit and other necessary determinations.
- Publish the Appropriations Limit and the Appropriations Subject to Limitation in the annual budget of the government entity.
- Provide the Appropriations Limit and the Appropriations Subject to Limitation to the State Controller's Office on forms included with the filing of the Annual Statement of Financial Transactions.

There is no requirement that a public entity disclose the final amount of proceeds of taxes or Appropriations Subject to Limit. However, some public entities choose to document the actual amount of tax proceeds received and publicly provide notice that the Appropriations Limit has not (or has) been exceeded.

GANN LIMIT – ANNUAL REVIEW AND ENFORCEMENT

The annual calculation of the appropriations limit under this article for each entity of local government shall be reviewed as part of an annual financial audit.

– CAL. CONST. ART XIII B SEC 1.5

The annual calculation of the Appropriations Limit must be reviewed as part of an annual financial audit. The League of California Cities interprets this requirement as follows:

- An annual financial audit of the entity shall include a review of the adjustments made to the Appropriations Limit from the prior year.
- If the government entity alters or modifies its Appropriations Limit, the review will address those changes including any related revision of base year and intervening year calculations.
- The review will evaluate the accuracy of the computations and the adequacy of documentation. Completion of the worksheets in these guidelines or other alternative computations, along with required council motions will provide adequate documentation needed for the review.
- A local government need not conduct an annual audit of its “proceeds of taxes.”

GANN LIMIT – ANNUAL REVIEW AND ENFORCEMENT

The review will include the following procedures:

- ✓ Appropriations Limit was adopted by the governing board of the entity, and that the population and inflation options were selected by a recorded vote of the governing board.
- ✓ The computations correctly compute the current year Appropriations Limit, taking into account the prior year Appropriations Limit, adjustments for the change in the cost of living and the change in population as defined, and any alterations or modifications.
- ✓ Supporting schedules or worksheets that the computations of the components used in the calculation of the Appropriations Limit are correctly calculated.
- ✓ Agree the prior year Appropriations Limit used in this computation to the prior year Appropriations Limit adopted by the governing board during the prior fiscal year.
- ✓ Determination of whether actual revenues exceeded the Appropriations Limit should take place pursuant to other responsibilities of the financial auditor.
- ✓ Review of the Article XIII B computations must be conducted even if an entity does not normally conduct a full financial audit.
- ✓ The auditor should issue an “agreed-upon procedures” report to the governing board of the entity.

Article XIII B was intended by the drafters and the Legislature to be locally enforced by concerned citizens. There is no formal enforcement agency. The law limits challenges to the Appropriations Limitation calculation to a 45-day period, and the complainant must seek remedies in civil court.



May 2015

Dear Fiscal Officer:

Subject: Price and Population Information

Appropriations Limit

The California Revenue and Taxation Code, section 2227, mandates the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2015, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2015-16. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2015-16 appropriations limit. Attachment B provides city and unincorporated county population percentage change. Attachment C provides population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. Consult the Revenue and Taxation Code section 2228 for further information regarding the appropriations limit. Article XIII B, section 9(C), of the State Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this issue should be referred to their respective county for clarification, or to their legal representation, or to the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. Finance will certify the higher estimate to the State Controller by June 1, 2015.

Please Note: Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN

Director

By:

KEELY M. BOSLER
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2015-16 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2015-16	3.82

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2015-16 appropriation limit.

2015-16:

Per Capita Cost of Living Change = 3.82 percent
 Population Change = 0.93 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.82 + 100}{100} = 1.0382$

Population converted to a ratio: $\frac{0.93 + 100}{100} = 1.0093$

Calculation of factor for FY 2015-16:

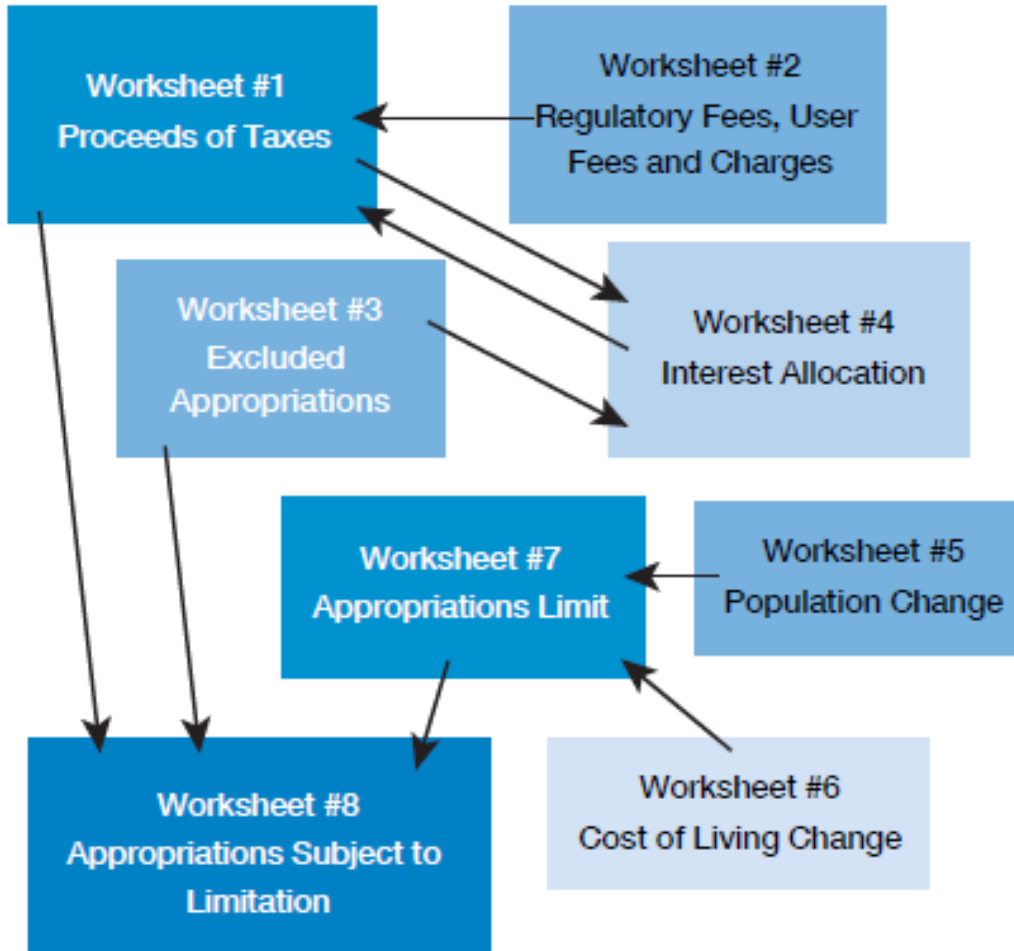
236 of 264

$1.0382 \times 1.0093 = 1.0479$

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2014 to January 1, 2015 and Total Population, January 1, 2015

County City	Percent Change 2014-2015	--- Population Minus Exclusions ---		Total Population
		1-1-14	1-1-15	1-1-2015
Riverside				
Banning	0.61	30,306	30,491	30,491
Beaumont	3.99	40,853	42,481	42,481
Blythe	0.52	13,522	13,592	18,909
Calimesa	1.56	8,225	8,353	8,353
Canyon Lake	0.78	10,817	10,901	10,901
Cathedral City	0.64	52,519	52,854	52,903
Coachella	0.72	43,601	43,917	43,917
Corona	0.74	159,109	160,287	160,287
Desert Hot Springs	0.53	27,986	28,134	28,134
Eastvale	2.51	59,151	60,633	60,633
Hemet	0.90	81,520	82,253	82,253
Indian Wells	1.19	5,133	5,194	5,194
Indio	2.22	82,375	84,201	84,201
Jurupa Valley	1.17	97,738	98,885	98,885
Lake Elsinore	3.07	56,543	58,281	58,426
La Quinta	1.72	39,023	39,694	39,694
Menifee	2.03	83,686	85,385	85,385
Moreno Valley	0.71	199,257	200,670	200,670
Murrieta	0.83	106,393	107,279	107,279
Norco	0.53	23,295	23,418	25,891
Palm Desert	1.25	50,424	51,053	51,053
Palm Springs	1.03	46,135	46,611	46,611
Perris	1.17	72,063	72,908	72,908
Rancho Mirage	0.85	17,739	17,889	17,889
Riverside	0.98	314,162	317,248	317,307
San Jacinto	0.79	45,537	45,895	45,895
Temecula	2.51	106,256	108,920	108,920
Wildomar	1.34	33,696	34,148	34,148
Unincorporated	1.29	363,736	368,441	368,823
		237 of 264		
County Total	1.29	2,270,800	2,300,016	2,308,441

Gann Limit Calculations Worksheet Information Flow



Worksheet #1 Proceeds of Taxes

City FY

Revenue Source	a	b	c
Revenue Source	Proceeds of Taxes	Non-Proceeds of Taxes	Total
Taxes			
Property Tax			-
Sales and Use Tax			-
Transactions and Use Tax			-
Business License Tax			-
Utility User Tax			-
Transient Occupancy Tax			-
Documentary or Real Property Transfer Taxes			-
Parcel Taxes			-
Other Taxes			-
Fees from Worksheet #2 =>	-	-	-
Benefit Assessments			-
Franchises (Cable/Video, Solid Waste, Electric/Gas, etc.)			-
Fines, Forfeitures and Penalties			-
Rents, Royalties and Concessions			-
Gifts			-
Licenses and Permits			
<i>Include regulatory licenses and permits as regulatory fees in Worksheet 2.</i>			
<i>Include public property, facility or equipment rental licenses/permits in "rents" above.</i>			
<i>Include business license taxes in "taxes" above.</i>			
From State			
Motor Vehicle License Fee			-
Homeowners Property Tax Relief Reimb.			-
Williams on Act			-
Motor Vehicle Fuel (gasoline) Tax			-
Proposition 42 Gasoline Sales Tax			-
Citizens Option for Public Safety (COPS)			-
Proposition 172 Public Safety Sales Tax			-
State Mandate Reimbursements			-
Other discretionary state grants and aid			-
Other non-discretionary state grants and aid			-
Repealed Subventions			
Criminal Justice Fee (Booking Fee) Relief			-
Discretionary Local Assistance (1999-00, 2000-01)			-
Police Technology Grants (CLEEP)			-
Liquor License Fees			-
Highway Carriers Uniform Business Tax			-
Financial Aid to Local Agencies			-
Business Inventory Exemption Reimbursement			-
Trailer Coach / Mobile Home VLF			-
1978-79 Bailout Funds			-
Other Governments			
Federal General Revenue Sharing			-
Federal CDBG			-
Housing (HUD)			-
Disaster Reimbursement			-
Other			-
Other Miscellaneous			
Sale of property (See "Qualified Capital Outlays")			-
Interfund transfers			-
	To Worksheet 4		
1 Sub-Total non-interest revenues	-	-	-
2 Interest Earnings from Worksheet #4 =>			-
3 Reserve Withdrawals			-
	To Worksheet 8		
4 Total	-	-	-
239 of 264			To Worksheet 4
Total revenue plus reserve withdrawls (1c + 3c)			-

Worksheet #2 Regulatory Fees, User Fees & Charges

City

FY

	a	i	ii	b=i+ii	c=b-a	d
Program Area	Fee Revenue	Direct Costs	<u>Allocated Overhead</u>	<u>Total Costs</u>	<u>Costs minus Revenues</u>	<u>Revs > Costs? C=negative</u>
1 General Gov't - Management/Support				-	-	-
2 Police - Law Enforcement				-	-	-
3 Transportation - Public Works				-	-	-
4 Planning and Development				-	-	-
5 Building, Construction and Fire Safety				-	-	-
6 Parks and Recreation, museums, etc.				-	-	-
7 Water				-	-	-
8 Sewer				-	-	-
9 Solid Waste				-	-	-
10 Other				-	-	-
11				-	-	-
12				-	-	-
13				-	-	-
14				-	-	-
15				-	-	-

16

To Worksheet 1

Proceeds of Taxes =>
= sum of column d

To Worksheet 1

Non-Proceeds of taxes =>
= a16-d16

Do not include: rents, entrance fees, royalties, concessions, franchises, fines, forfeitures, penalties, or assessments on real property.

light blue shaded cells are computed

"limit"

Worksheet #3 Excluded Appropriations

City - FY -

Amount

Court Orders

sub-total	-

Federal Mandates

sub-total	-

Qualified Capital Outlay

sub-total	-

Qualified Debt Service

sub-total	-

Total Exclusions To Worksheets 4 and 8 -

light blue shaded cells are computed

Worksheet #4 Interest Allocation

City - FY -

	<u>Amount</u>	<u>Source</u>
a) Non-interest Tax Proceeds	-	from Worksheet #1
b) Minus Exclusions	-	from Worksheet #3
c) Net invested proceeds from taxes	-	a-b
d) Total revenue plus reserve withdrawals	-	from Worksheet #1
e) Proceeds of taxes as a percentage of revenues		c / d
f) Interest earnings - Total	<input type="text"/> To Worksheet 1	
g) Amount of interest earned from "proceeds of taxes"	<input type="text"/> To Worksheet 1	e * f

light blue shaded cells are computed

Worksheet #5 Population Changes

City <input style="width: 300px;" type="text" value="-"/>								
<u>For</u>		<u>City</u>	<u>Countywide</u>		<u>City</u>	<u>Countywide</u>	<u>City %</u>	<u>County %</u>
<u>Fiscal Year</u>	<u>Jan 1</u>	<u>Population</u>	<u>Population</u>	<u>Jan 1</u>	<u>Population</u>	<u>Population</u>	<u>Change</u>	<u>Change</u>
1986-87	1985			1986				
1987-88	1986	-	-	1987				
1988-89	1987	-	-	1988				
1989-90	1988	-	-	1989				
1990-91	1989	-	-	1990				
1991-92	1990	-	-	1991				
1992-93	1991	-	-	1992				
1993-94	1992	-	-	1993				
1994-95	1993	-	-	1994				
1995-96	1994	-	-	1995				
1996-97	1995	-	-	1996				
1997-98	1996	-	-	1997				
1998-99	1997	-	-	1998				
1999-00	1998	-	-	1999				
2000-01	1999	-	-	2000				
2001-02	2000	-	-	2001				
2002-03	2001	-	-	2002				
2003-04	2002	-	-	2003				
2004-05	2003	-	-	2004				
2005-06	2004	-	-	2005				
2006-07	2005	-	-	2006				
2007-08	2006	-	-	2007				
2008-09	2007	-	-	2008				
2009-10	2008	-	-	2009				
2010-11	2009	-	-	2010				
2011-12	2010	-	-	2011				
2012-13	2011	-	-	2012				
2013-14	2012	-	-	2013				
2014-15	2013	-	-	2014				
2015-16	2014	-	-	2015				
2016-17	2015	-	-	2016				
2017-18	2016	-	-	2017				
2018-19	2017	-	-	2018				
2019-20	2018	-	-	2019				
2020-21	2019	-	-	2020				

Select highest population for the year (column e or f) to Worksheet 7

light blue shaded cells are computed

Worksheet #6 Cost of Living Adjustment Factors

City

Factors for Fiscal Year	a	published	b	from ...	c	for ...	d
	<u>Percentage Change in Per Capita Personal Income</u>		<u>NRAV Dollar value of New Nonresidential Construction in the jurisdiction</u>		<u>AR_{py} Total secured and unsecured assessment roll in the jurisdiction</u>		<u>= b ÷ c</u>
	Source: Calif Dept of Finance		Source: County Assessor		Source: County Assessor		Change in assessment roll due to addition of local nonresidential new construction
1987-88	3.47%	May 1, 1987		1988 to 1987		1988	
1988-89	4.66%	May 1, 1988		1987 to 1988		1987	
1989-90	5.19%	May 1, 1989		1988 to 1989		1988	
1990-91	4.21%	May 1, 1990		1989 to 1990		1989	
1991-92	4.14%	May 1, 1991		1990 to 1991		1990	
1992-93	-0.64%	May 1, 1992		1991 to 1992		1991	
1993-94	2.72%	May 1, 1993		1992 to 1993		1992	
1994-95	0.71%	May 1, 1994		1993 to 1994		1993	
1995-96	4.72%	May 1, 1995		1994 to 1995		1994	
1996-97	4.67%	May 1, 1996		1995 to 1996		1995	
1997-98	4.67%	May 1, 1997		1996 to 1997		1996	
1998-99	4.15%	May 1, 1998		1997 to 1998		1997	
1999-00	4.53%	May 1, 1999		1998 to 1999		1998	
2000-01	4.91%	May 1, 2000		1999 to 2000		1999	
2001-02	7.82%	May 1, 2001		2000 to 2001		2000	
2002-03	-1.27%	May 1, 2002		2001 to 2002		2001	
2003-04	2.31%	May 1, 2003		2002 to 2003		2002	
2004-05	3.28%	May 1, 2004		2003 to 2004		2003	
2005-06	5.26%	May 1, 2005		2004 to 2005		2004	
2006-07	3.96%	May 1, 2006		2005 to 2006		2005	
2007-08	4.42%	May 1, 2007		2006 to 2007		2006	
2008-09	4.29%	May 1, 2008		2007 to 2008		2007	
2009-10	0.62%	May 1, 2009		2008 to 2009		2008	
2010-11	-2.54%	May 1, 2010		2009 to 2010		2009	
2011-12	2.51%	May 1, 2011		2010 to 2011		2010	
2012-13	3.77%	May 1, 2012		2011 to 2012		2011	
2013-14	5.12%	May 1, 2013		2012 to 2013		2012	
2014-15		May 1, 2014		2013 to 2014		2013	
2015-16		May 1, 2015		2014 to 2015		2014	
2016-17		May 1, 2016		2015 to 2016		2015	
2017-18		May 1, 2017		2016 to 2017		2016	
2018-19		May 1, 2018		2017 to 2018		2017	
2019-20		May 1, 2019		2018 to 2019		2018	
2020-21		May 1, 2020		2019 to 2020		2019	

244 of 264lect highest factor for the year (column a or d) to Worksheet 7

light blue shaded cells are computed

Worksheet #7 Appropriations Limit

City FY

		<u>Amount</u>	<u>Source</u>
a) Prior Year Appropriations Limit		<input style="width: 150px;" type="text"/>	Prior year schedules
b) Adjustment Factors		percent ratio	
1) Population Change	<input style="width: 80px;" type="text"/>	1.000	Select from Worksheet 5 "city" or "county"
Population in city or county?	<input style="width: 150px;" type="text"/>		
2) Cost of Living	<input style="width: 80px;" type="text"/>	1.000	Select from Worksheet 6 "CPI" or "%new non-resid AV"
State CPI or % New non-residential?	<input style="width: 150px;" type="text"/>		
3) Combined adjustment factor		1.000	b1 * b2
c) Adjusted Limit		-	a * b3
d) Alterations			
Transfer of Financial Responsibility	<input style="width: 150px;" type="text"/>		
Transfer to Fees	<input style="width: 150px;" type="text"/>		
Emergency	<input style="width: 150px;" type="text"/>		
Voter Override	<input style="width: 150px;" type="text"/>		
Total Alterations		-	sum of d
e) Appropriations Limit - Current Year		-	c + d

light blue shaded cells are computed

Worksheet #8

Appropriations Subject to Limitation

City FY

	<u>Amount</u>	<u>Source</u>
a) Proceeds of Taxes	-	Worksheet #1
b) Exclusions	-	Worksheet #3
c) Appropriations Subject to Limitation	-	a-b
d) Appropriations Limit (current year)	-	Worksheet #7
e) Under (Over) Limit	-	d-c

light blue shaded cells are computed



THANK YOU

for Your Time and Attention



Altadena Library District Salary Schedule FY21-22
Board Approved 2% COLA
Effective July 1, 2021

District Director	Salary falls into the following range:					
Monthly	11,666.58	-	-	-	-	14,889.84
Annual	139,998.99	-	-	-	-	178,678.13

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Assistant Library Director	47.64	50.02	52.52	55.14	57.90	60.80
Monthly	8256.76	8669.60	9103.08	9558.23	10036.14	10537.95
Annual	99081.09	104035.15	109236.90	114698.75	120433.69	126455.37
IT Manager	46.47	48.80	51.24	53.80	56.49	59.31
Monthly	8055.37	8458.14	8881.05	9325.10	9791.36	10280.92
Annual	96664.48	101497.70	106572.59	111901.22	117496.28	123371.09
Administrative Services Manager / Facilities Manager / Library Manager / Marketing & Community Engagement Manager	37.21	39.07	41.03	43.08	45.23	47.49
Monthly	6450.17	6772.67	7111.31	7466.87	7840.22	8232.23
Annual	77401.99	81272.09	85335.70	89602.48	94082.60	98786.73
Librarian	32.09	33.69	35.38	37.15	39.00	40.95
Monthly	5561.96	5840.06	6132.06	6438.66	6760.59	7098.62
Annual	66743.49	70080.67	73584.70	77263.94	81127.13	85183.49
Administrative Assistant	26.99	28.34	29.76	31.25	32.81	34.45
Monthly	4679.08	4913.04	5158.69	5416.62	5687.45	5971.83
Annual	56148.98	58956.43	61904.25	64999.46	68249.44	71661.91
Facilities Maintenance Worker / Library Assistant	23.86	25.05	26.30	27.62	29.00	30.45
Monthly	4135.63	4342.41	4559.53	4787.50	5026.88	5278.22
Annual	49627.52	52108.89	54714.34	57450.06	60322.56	63338.69
Library Technician	21.62	22.70	23.83	25.02	26.27	27.59
Monthly	3746.67	3934.01	4130.71	4337.24	4554.11	4781.81
Annual	44960.08	47208.09	49568.49	52046.91	54649.26	57381.72
Facilities Monitor / Library Clerk	19.58	20.56	21.59	22.67	23.80	24.99
Monthly	3394.30	3564.02	3742.22	3929.33	4125.79	4332.08
Annual	40731.62	42768.20	44906.61	47151.94	49509.53	51985.01
Library Aide	15.30	16.06	16.87	17.71	18.59	19.52
Monthly	2651.62	2784.20	2923.41	3069.58	3223.06	3384.22
Annual	31819.47	33410.45	35080.97	36835.02	38676.77	40610.61

Updated July 1, 2021



**BOARD OF LIBRARY TRUSTEES
AGENDA ITEM VIII.J. REPORT – JUNE 2021**

REPORT: Agenda Item VIII.j.

MEETING DATE: June 28, 2021

PREPARED BY: Nikki Winslow

LOCATION: Virtual Meeting

TITLE: Updating the IT Manager and Marketing & Community Engagement Job Descriptions

BACKGROUND

The ALD contracted with Koff & Associates in 2020 to complete a Classification and Compensation Study all of positions in the District. All recommendations to both the job classifications, descriptions and recommended salary adjustments were put into effect at the beginning of Fiscal Year 20-21. Since the study's completion, two of our manager positions were in need of updating to reflect the change to the positions. I reached out to Mike Harary with Koff & Associates to assist us in updating these roles.

The first description needing updating is the IT Manager. The previous Assistant Library Director, who resigned and left her position in July 2020, had oversight of the Technical Services Department. I decided to reassign these three staff members and the oversight of the Technical Services work to our IT Manager, Christopher Kellermeyer, and he has supervised this department since July 2020. His current job description did include the ability to supervise staff but did not include the description of that work, as well as the specific tasks related to technical services. These additions to the scope of work have now been incorporated into the updated description following this report.

The second description in need of updating is the Marketing & Community Engagement Manager. With the resignation of the person currently in this position, we felt it was timely to review the job description as we recruit someone to fill this role. It has been clear that oversight of both the marketing work and also outreach and community engagement is a large amount of work for one person. The new Assistant Library Director has shifted much of the latter work to him and his team and we agreed that the person we recruit should be focused on the marketing part of this role. We met with Mike to discuss this as well and agreed that this position should now be a journey level position with a focus on just the marketing and communications work. The updated job classification is Marketing Specialist, with the managerial type of work removed from the position. Moving forward the outreach and community engagement tasks will be overseen by the Assistant Library Director and the public services staff.

FISCAL IMPACT

The updated Information Technology and Technical Services Manager will remain at the same salary scale so there is no fiscal impact. The new Marketing Specialist position will be in the same salary range as the Librarian position, which also requires a degree and experience in the field. The current salary range for the Marketing and Community Engagement Manager is \$75,884.31-96,849.74. The Marketing Specialist range will be \$65,434.80-\$83,513.23, so approximately a \$10,000 decrease in the salary for this position.

RECOMMENDATION

Staff recommends that the Board approves the updated Information Technology and Technical Services Manager and Marketing Specialist job descriptions.

INFORMATION TECHNOLOGY AND TECHNICAL SERVICES MANAGER

DEFINITION

Under general direction, plans, manages, and oversees the daily functions, operations, activities, projects, and programs of the District's information technology, telecommunications, and technical services functions; provides leadership in implementing information technology initiatives; ensures IT programs fulfill the business goals and objectives of the District; performs long-range planning related to the acquisition, maintenance, and replacement of hardware and software throughout the District; supervises and oversees the Technical Services Department; manages the effective use of District resources to improve organizational productivity and customer service; provides complex and responsible support to management in areas of expertise; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the District Director. Exercises direct supervision over professional, paraprofessional, and administrative staff.

CLASS CHARACTERISTICS

This is a deputy department director classification responsible for planning, organizing, and managing the operations and activities of the District's information technology, technical services, and telecommunications functions. Incumbents are responsible for performing diverse, specialized, and complex work involving significant accountability and decision-making responsibilities, which include division budget administration, program evaluation, and recommendation and implementation of policies, procedures, goals, objectives, priorities, and standards related to information technology systems and technical services initiatives. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within broad guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so qualified employees can perform the essential functions of the job.

- Plans, manages, and oversees the daily functions, operations, activities, projects, and programs of the District's information technology (IT), technical services (T.S.), and telecommunications functions; provides leadership in implementing IT and T.S. initiatives; ensures IT and T.S. programs fulfill the business goals and objectives of the District.
- Develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for the utilization, maintenance, repair, and enhancement of the District's information technology and telecommunications systems; plans and manages large-scale maintenance and capital improvement projects; recommends within division policy, appropriate service levels.
- Develops, administers, and oversees the District's information technology, telecommunications maintenance, and capital improvement plan budgets; determines funding needed for staffing,

equipment, materials, and supplies; ensures compliance with budgeted funding; assists staff in preparing grants to secure additional funding.

- Develops and standardizes procedures and methods to improve and continuously monitor the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assesses and monitors workload and administrative and support systems; identifies opportunities and makes recommendations for improvement.
- Analyzes IT and telecommunications needs; determines which functions should be implemented by District staff and which should be contracted out.
- Develops and manages requests for proposals for professional and/or contracted services; prepares scope of work and technical specifications; evaluates proposals and recommends award; negotiates contracts; administers contracts to ensure compliance with District specifications and service quality; directs work of contractors providing services necessary to maintain the District's IT and telecommunications equipment and systems; oversees installation of systems and equipment including computers, telecommunications lines, servers, telephones, and printers.
- Manages, administers, and maintains the District's information technology infrastructure; evaluates, selects, and recommends District-wide information system purchases; develops long-term information system strategies to plan for and control system upgrades and growth; evaluates and recommends new technologies and purchases of equipment and materials to support the District's IT T.S., telecommunications needs; encourages innovation among technical staff in the utilization and implementation of ideas and techniques.
- Resolves computer system problems as they occur; provides direction and technical supervision to external consultants who perform systems related tasks; ensures necessary repairs and maintenance on District IT and telecommunications equipment and systems are carried out in a timely manner, including emergency repairs that may be needed outside of normal business hours; develops preventive maintenance plans and schedules for related equipment.
- Provides high-quality internal customer service to District departments; performs technical support, installation, maintenance, and repair of hardware including computers and other equipment such as radio frequency identification (RFID), remote and virtual computer access systems, building alarm systems, security cameras, telephones, cell phones, voicemail, desktop computers, laptop computers, servers, printers, photocopiers, local and wide area networks, operating systems, enterprise applications, Integrated Library System software, electronic mail, and Internet access.
- Works with District Director and Board of Trustees to develop plans for major information technology expansion and improvement projects; meets with other departments regarding their information technology and computer system needs, projects, and initiatives; determines the scope and priorities of projects; discusses and recommends system capacity and equipment acquisitions.
- Manages security, data accuracy, legal and regulatory compliance, backup, storage, testing, maintenance, and data retrieval functions, as well as network administration, password administration, and time management systems for patron terminals.
- Provides support to end users regarding selection, procurement, installation, training, utilization, and maintenance of all software programs; writes database scripts and queries; generates statistical information and other reports as requested.
- Assists staff with development and maintenance of the District's websites and web-based applications and services; continuously improves and expands services available to customers and employees via the Internet; ensures all web connections are secured; identifies and implements opportunities to use digital technologies to improve the District's customer service, internal and external communication, and the efficiency and effectiveness of internal operations.

- Ensures District staff and volunteers are trained in the operation of telecommunications and computer systems and equipment necessary to carry out their roles; supports the District's bibliographic instruction and other technology-related training programs for library users; assists staff with accessing webinars and other online training services.
- Participates in the selection of, schedules, trains, motivates, mentors, and evaluates assigned personnel; coordinates the daily activities of staff and volunteers assigned to the departments; reviews and approves employee timecards and employee requests for time off; adjusts staff schedules to ensure proper coverage; schedules and conducts meetings for assigned teams; meets with staff to discuss their work and concerns; works with employees to correct deficiencies; recommends and implements discipline and termination procedures.
- Oversees and coordinates acquisitions, cataloging, and library materials processing functions, patron initiated purchases (PIPs), and inter-library loans (ILLs).
- Ensures new items are added to the catalog and circulated in a timely fashion; assists with the development and regular inventory of library collections; creates required reports to support staff in de-selection and reassignment of materials.
- Ensures bibliographic records and items are accurate, validated, and uploaded into the Library's information system; ensures consistency of records by making corrections, merging records, or eliminating records.
- Conducts regular assessment and evaluation of the Library's collections using data and reports; manages and coordinates the collection based on additions, deletions, gaps, and community needs.
- Works with management to develop policies and carry out tactical directions for maintaining the Library's collection, cataloging, metadata, digital collection services, product development, and print acquisitions.
- Evaluates the Library's collection and provides recommendations and implementation for new services, products, policies, procedures, equipment, and staffing; facilitates technical and collection development services projects.
- Coordinates electronic resource management; evaluates use and maintains relationships with vendors.
- Assists the Assistant Library Director with setting up trials, budget management, and negotiating prices for print and digital collections.
- Prepares and presents staff and agenda reports and other necessary correspondence related to assigned activities and services; presents reports to various commissions, committees, and boards; provides highly complex staff assistance to the District Director and Board of Library Trustees.
- Conducts a variety of organizational and operational studies and investigations; recommends modifications to assigned programs, policies, and procedures, as appropriate.
- Attends and participates in professional group meetings; stays abreast of new trends, innovations, and changes to regulations in the fields of information technology, technology-related library services, and telecommunications; researches emerging products and enhancements and their applicability to District needs; recommends improvements and implements changes accordingly.
- Receives, investigates, and responds to difficult and sensitive problems and complaints in a professional manner; identifies and reports findings and takes necessary corrective action; greets and assists internal and external customers in a friendly, prompt, and accessible manner; creates positive experiences for library patrons by effectively and efficiently performing job tasks; presents a positive image of the library in attitude, communications, and appearance while performing duties in both public and staff areas; works in conjunction with Administration, management, and other District staff to respond to the needs of the public.

- Directs the establishment and maintenance of working and official division files.
- Ensures compliance with District and mandated safety rules, regulations, and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles, practices, methods, and techniques of troubleshooting, diagnosing, and resolving computer hardware, software, network, and telecommunication system issues.
- Best practices regarding the development, implementation, and management of information technology and telecommunication systems hardware and software.
- Characteristics of various technology systems and equipment, and a general understanding of system features and their integration capabilities.
- Methods and techniques of installing, configuring, administering, and monitoring a diverse range of physical and virtual systems.
- Methods and techniques of eliciting information and performing diagnostic procedures on technology systems.
- Security and monitoring devices and procedures necessary to maintain the integrity and security of data in networked systems.
- Systems design and development processes, including requirements analysis, feasibility studies, software design, programming, beta testing, installation, evaluation, and operational management.
- Principles and practices of database management and administration.
- Current hardware, software, and programming applications including Voice Over IP, HTML, virtual desktop infrastructure (VDI), remote desktop infrastructure (RDI), firewalls, backup and disaster recovery techniques, and other local network and cloud-based applications.
- Administrative principles and practices, including goal setting, program development, implementation, evaluation, and project management.
- Principles and practices of budget development and administration.
- Principles and practices of leadership.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Principles and practices of ordering library materials and managing collections.
- Principles and practices of cataloging and integrated library catalog systems.
- Standard reference materials and other library tools including online resources.
- Principles, trends, terminology, techniques, and practices of modern library work.
- Library policies, procedures, and administration including the Dewey Decimal system and alphabetical filing systems.
- Broad-based collection development practices.
- Current trends in selection, ordering, patron-driven programs, and vendor services.
- Practice of the national book trade and national standards.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned areas of responsibility.
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Principles and practices of contract administration and management.
- Techniques for effectively representing the District in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.

- Recent and on-going developments, current literature, and sources of information related to information technology and telecommunications.
- Methods and techniques of preparing technical and administrative reports, and general business correspondence.
- Standard library procedures, current information technology, and Internet and database search capabilities.
- Complex mathematical and statistical techniques.
- Principles and practices of research, analysis, reporting methods, and data collection.
- Principles and procedures of record keeping, document processing, and filing systems.
- District and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and District staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Organize, manage, implement, and maintain efficient and effective automated systems to ensure the reliability and integrity of the District's data and system infrastructure.
- Provide administrative, management, and professional leadership for the District's IT and Technical Services programs.
- Conduct complex research projects on a wide variety of information technology topics; analyze statistical data; evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Perform complex duties in the installation, configuration, administration, and maintenance of technology systems hardware and software in assigned program areas.
- Evaluate, research, and diagnose complex user issues and recommend solutions.
- Maintain storage of backup computer files; restore files as needed.
- Create and manage computer user account access.
- Perform the most complex professional Librarian duties.
- Participate in the design, development, testing, and implementation of new technology systems.
- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Prepare and administer an operating budget; allocate limited resources in a cost-effective manner.
- Make accurate arithmetic, financial, and statistical computations.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Evaluate a situation, make effective decisions under pressure, and take appropriate action.
- Analyze, interpret, summarize, and present technical information and data in an effective manner.
- Manage and monitor complex technology projects and contracts on-time and within budget.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.

- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

- Equivalent to a bachelor's degree from an accredited college or university with major coursework in computer science, management information technology, library science, or a related field.

Experience:

- Five (5) years of increasingly responsible experience in the development and administration of a comprehensive technology program, including computer programming and hardware and software support experience, including four (4 years) of progressive responsibility in lead, supervisors, or management capacity and at least two (2) of those years working in a library or on library systems, procedures, and contracts.

Licenses and Certifications:

- Possession of a valid California Driver's License, to be maintained throughout employment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may encounter challenging interpersonal situations in the course of their work.

WORKING CONDITIONS

Occasional evening and weekend work may be required as job duties demand.

MARKETING SPECIALIST**DEFINITION**

Under general supervision, performs a variety of specialized duties related to the District's marketing programs and strategies to increase visibility and awareness of the District's services, resources, and programs; provides content and graphic design for print and online promotional materials; designs and maintains the District's website and social media content; prepares annual budget recommendations and monitors program expenditures; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the District Director. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This journey level classification is responsible for independently performing specialized duties in support of the District's marketing programs and strategies. Positions at this level exercise judgment and initiative in their assigned tasks, receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so qualified employees can perform the essential functions of the job.

- Organizes and coordinates the District's marketing programs and strategies to increase visibility and awareness of the District's services, resources, and programs.
- Develops, produces, executes, and measures success of marketing and public relations campaigns and strategies in line with District objectives; designs, writes, creates, and publishes marketing materials; prepares newsletters, email blasts, graphic design, brochures and handbooks, posters, and promotional videos to promote the mission, values, and strategic goals of the District as well as District programs special events, and related services; disseminates information to and elicits feedback from the community; monitors, analyzes, and reports on the effectiveness of marketing communications; develops and maintains the District's brand.
- Researches, writes, and distributes press releases to targeted media; serves as the District's liaison for media inquiries; prepares related written and marketing material; edits and approves promotional materials generated by other staff to ensure consistency with District branding; maintains effective internal communications to ensure all Library staff are kept informed of marketing objectives and other District activities.
- Creates and maintains the District's digital marketing presence; designs and maintains the District's website to publicize services, programs, and resources; manages and updates information and engages with users on social media sites.
- Prepares and presents staff and agenda reports and other necessary correspondence related to assigned activities and services; presents reports to various commissions, committees, and boards; provides staff support to commissions, committees, and task forces, as necessary.
- Attends and actively participates in staff and professional group meetings, conferences, seminars, workshops, and networking committees; stays abreast of new trends and innovations in marketing;

researches emerging products and enhancements and their applicability to District needs; reviews professional resources and literature.

- Receives, investigates, and responds to difficult and sensitive problems and complaints in a professional manner; identifies and reports findings and takes necessary corrective action; ensures District services are provided with exceptional customer service and the highest levels of ethical standards.
- Creates positive experiences for library patrons by effectively and efficiently performing job tasks; presents a positive image of the library in attitude, communications, and appearance while performing duties in both public and staff areas; greets and assists internal and external customers in a friendly, prompt, and accessible manner; works in conjunction with Administration, managers, and other staff to respond to the needs of the public.
- Represents the District in public forums including, but not limited to, Board of Library Trustee meetings, community group meetings, and community events; develops and maintains positive working relationships and coordinates activities with the Board of Library Trustees, support groups, community groups, non-profits, local schools, local media, and members of the community; works in conjunction with staff and other managers to respond to the public's needs.
- Directs the establishment and maintenance of working and official program files.
- Ensures staff compliance with District and mandated safety rules, regulations, and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Current trends related to marketing, communications, and other areas of responsibility.
- Best practices in marketing of library services.
- Web development and web maintenance applications.
- Graphic design techniques and methods.
- Social media and its application to marketing library programs and services.
- Principles and practices of budget development and administration.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned areas of responsibility.
- Principles and procedures of record keeping.
- Techniques for effectively representing the District in contacts with governmental agencies, community groups, the media, and various business, professional, educational, regulatory, and legislative organizations.
- Recent and on-going developments, current literature, and sources of information related to the operations of marketing programs.
- Methods and techniques of preparing technical and administrative reports, and general business correspondence.
- District and mandated safety rules, regulations, and protocols.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and District staff.

Ability to:

- Perform a variety of specialized duties related to the District's marketing programs.
- Prepare and administer operating budgets; allocate limited resources in a cost-effective manner.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Maintain a personal commitment to providing exceptional customer service.
- Commit to the principles of intellectual freedom and equal access.
- Maintain a safe working environment.
- Hold self and others to the highest level of accountability.
- Demonstrate effective creative writing, creative thinking, time management, attention to detail, and public speaking skills.
- Effectively utilize video editing and graphic design equipment and software programs.
- Work efficiently and calmly under challenging conditions.
- Respond to complaints or inquiries from patrons, staff, and outside organizations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Analyze, interpret, summarize, and present technical information and data in an effective manner.
- Identify problems, research and analyze relevant information, and develop and present recommendations and justification for solutions.
- Effectively represent the District in meetings with governmental agencies, community groups, the media, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Direct the establishment and maintenance of a variety of filing, record-keeping, and tracking systems.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

- Equivalent to a bachelor's degree from an accredited college or university with major coursework in marketing, communications, business administration, or a related field.

Experience:

- Two (2) years of responsible experience in marketing, communications, and/or public relations

Licenses and Certifications:

- Possession of a valid California Driver's License, to be maintained throughout employment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various District sites; vision to read printed materials and a computer screen and color vision to complete graphic and web design requirements of the position; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may encounter challenging interpersonal situations in the course of their work.

WORKING CONDITIONS

May be required to be on-call and to work various shifts or emergencies on evenings, weekends, and holidays.

DRAFT



**BOARD OF LIBRARY TRUSTEES
AGENDA ITEM VIII.K. REPORT – JUNE 2021**

REPORT: Agenda Item VIII.k.

MEETING DATE: June 28, 2021

PREPARED BY: Nikki Winslow

LOCATION: Virtual Meeting

TITLE: Approval for Main Library Closure for Filming

BACKGROUND

ALD was contacted by Rick Poyner, the Location Manager for 20th Century Fox Television, to tour the Main Library and potentially film an episode of *American Crime Story*. After scouting the building, he believes the library might fit their filming location needs. They are hoping to film between July 14th and August 2nd but won't be able to confirm the dates until closer to the actual filming dates. Rick mentioned he would need 3 full days in the library (1 full prep day, 1 filming day, and 1 reshooting/clean-up day).

Library closures must be approved by the Board of Trustees so we are bringing this to the Trustees knowing that the potential filming would most likely take place before their next scheduled meeting on July 26th. With the Main Library currently closed on Sunday and Monday to the public, we have strongly encouraged the studio to try to film on those two days and then only have to close for one day, on either a Saturday or Tuesday.

The base prices we would charge according to our filming policy (not including our \$250 application fee):

- **If closed to the public for 1 day:** ~ \$ 31,100 + hourly rate of one staff person on-site
- **If closed to the public for 2 days:** ~ \$ 36,100 + hourly rate of one staff person on-site
- **If closed to the public for 3 days:** ~ \$ 41,100 + hourly rate of one staff person on-site

It is the goal of Management to have as little impact on library services and operations as possible.

FISCAL IMPACT

The District would generate between **\$31,100-\$41,100** in revenue to allow this three days of filming at the Main Library and use of the parking lot.

RECOMMENDATION

Staff recommends that the Board authorizes the District Director to close the Main Library for up to 3 days between the dates of July 14-August 2, 2021 for filming, with a strong preference for the library only being closed for one day to the public if possible.



BOARD OF LIBRARY TRUSTEES CALENDAR – 2021/2022

JULY	Publicity for Trustees Election – Even Year Filing for Trustees Election – Even Year Mid-Year Operating Plan Review
AUGUST	Quarterly Budget Review of Current Budget
SEPTEMBER	Review CalPERS Benefits/ Open Enrollment
OCTOBER	Health Care Premiums – Resolution – as needed Audit Report for Previous Fiscal Year
NOVEMBER	Annual Report for Previous Fiscal Year (Internal and External) Trustees Election – Even Year Schedule: Board Meetings for Following Year Schedule: Holidays for Following Year Quarterly Budget Review of Current Budget
DECEMBER	Election of Officers Appointment of Liaison to the Friends Board & Foundation Board and Government Relations Liaison Employee Recognition – Anniversaries on Five Year Milestones Operating Plan Objectives for the Coming Calendar Year
JANUARY	Final Review of Previous Year Operating Plan Bank Signature Cards – as needed Board Retreat Trustee Self-Assessment
FEBRUARY	Investment Policy Review Mid-Year Budget Review of current budget
MARCH	Conflict of Interest Forms Annual Review of Strategic Plan Preliminary Review of Operating Plan for Upcoming Year
APRIL	Auditor bids – every three years or as needed National Library Week Event: Volunteer Recognition Event
MAY	Quarterly Budget Review of current budget Preliminary Budget Review of Proposed Budget for forthcoming fiscal year Event: Friends Annual Meeting (June) Review Property and Earthquake Insurance Presentation: Summer Library Program
JUNE	Adoption of Final Budget for Upcoming Fiscal Year Updated Salary Schedule Board of Library Trustees Calendar for Following Fiscal Year Review Gann Appropriations Limit Resolution to ask Auditor/Controller of Los Angeles County to Prepare New tax roll for Account No. 57.12



**BOARD OF LIBRARY TRUSTEES
[TITLE] REPORT FOR [MONTH] 202[]**

REPORT: Report Title

MEETING DATE: Date

PREPARED BY: Report Author

LOCATION: Virtual Meeting

TITLE: [Title of Report – Usually “Report of ‘Agenda Item’” – Clear and Concise]

BACKGROUND:

[Background Information – This section explains the purpose of the report. It should include any information that is pertinent to the recommendation such as:

- Processes – Board decisions, review processes, and procedures that promote transparency;
- Dates/Timelines – any dates or timelines that provide context to the purpose or recommendation;
- Stakeholders – any stakeholders, committees, or other entities involved.]

PERCENT COMPLETE:

[This section is intended for project reports. A short sentence explaining percent complete.]

BARRIERS & SOLUTIONS:

[This section may be used by the Report Author at their discretion. The section explains any barriers to implementation of decisions or project goals with the tried or intended solution. If no solution is found or needs Board engagement, explain so in this section.]

FISCAL IMPACT:

[Fiscal Impact Information – This section explains any and all known, immediate or projected financial impacts to the District. It should include when the monies will be needed (cost) or available (earning).

If there is an indirect financial impact, such as another entity paying for the service, note that here as well.

Example: No fiscal impact. XYZ organization is providing the service at no cost to the District.]

RECOMMENDATION:

[This section explains the recommended action. The statement should be as close to the expected motion as possible.

Example: _____ recommends that the Board votes to approve/resolve/direct staff to {insert expected motion/ask}