



AGENDA

Regular Meeting Board of Library Trustees | Altadena Library District
Virtual – Zoom – August 23, 2021 – 5:00 p.m.

IMPORTANT NOTICE REGARDING AUGUST 23, 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 August 23, 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 118, 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 July 26, 2021 [Pages 3-7](#)

IV. Consideration of Items Removed from the Consent Calendar

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

- V. **Department Updates & Special Presentations (Informational)**
 - a. Department Update Reports – July 2021 [Pages 8-15](#)
 - b. Bond Issuance Presentation – Doug Anderson | Urban Futures, Inc. [Pages 16-24](#)

- VI. **Reports (Informational)**
 - a. Support Groups
 - Altadena Library Foundation
 - Friends of the Altadena Library [Page 25](#)
 - b. District Director's Report [Pages 26-32](#)
 - Library Operations
 - Statistics
 - c. Financial Reports – June 2021 [Pages 33-44](#)
 - d. Board of Trustees Standing Committee Reports
 - Budget Committee
 - CFD Committee [Page 45](#)
 - e. Board of Trustees Ad Hoc Committee Reports
 - Facilities Committee [Pages 46-76](#)
 - Redistricting Committee
 - f. Liaison Reports [Pages 77-81](#)
 - g. Trustee Reports

- VII. **Unfinished Business**
 - a. None

- VIII. **New Business**
 - a. Resolution and Approval of Resolution to Adopt a Debt Policy and Disclosure and Tax Policies and Procedures and accompanying materials **(Action)** [Pages 82-99](#)
 - b. Review and Approval of Janitorial Services Request for Proposals (RFP) **(Action)** [Pages 100-126](#)
 - c. Review and Approval of Landscaping Services RFP **(Action)** [Pages 127-154](#)
 - d. Review and Approval of ALD's Project 3rd Ray MyLibro App Collaboration and Resulting Expenditures **(Action)** [Pages 155-157](#)
 - e. Discussion regarding ALD COVID-19 Vaccination Policies and Procedures **(Informational)** [Page 158](#)

- IX. **Governance**

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

- XI. **Adjournment**
 - a. Adjourn Meeting



MINUTES

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

IMPORTANT NOTICE REGARDING JULY 26, 2021 MEETING

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

SUBMISSION OF PUBLIC COMMENT: Public Comments at the July 26, 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 118, during the corresponding item of the agenda. Public comment on any non-agenda item, called at 5:00 p.m.

PUBLIC REQUESTS FOR DOCUMENTS: The District provides a public inspection copy of all materials included in the agenda packet distributed to the Board members. Members of the public who wish to obtain a copy of any document may do so by completing a Request for Public Document form and submitting it to Administration who will arrange for the documents to be copied at a charge of 15¢ per page. Request forms are available at the District Administration offices.

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

I. Call to order

The meeting was called to order by Trustee Katie Clark at 5:02 pm.

II. Open Session

a. Roll Call

Trustee Clark called roll. Trustee Andruess, Trustee Capell, and Trustee Wilkerson responded as present. Trustee Cervantes joined the meeting at 5:13 pm.

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 Capell.

Roll Call Vote:

Trustee Andruess: Aye
Trustee Capell: Aye
Trustee Cervantes: Not present
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 Wilkerson to approve the Consent Calendar.
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: Not present
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 June 28, 2021

IV. Consideration of Items Removed from the Consent Calendar

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

****Trustee Cervantes joined the meeting at 5:13 pm****

V. Department Updates & Special Presentations (Informational)

- a. Department Update Reports – May 2021

Multiple Trustees provided kudos and comments of appreciation for Altadena Library staff's work, specifically: including pictures in the department reports, seeing the van out in the community, and all the gardening efforts.

VI. Reports (Informational)

- a. Support Groups

- Altadena Library Foundation
President Bridget Brewster provided report.
- Friends of the Altadena Library
President Sallie Cruise provided report.

- b. District Director's Report
District Director Nikki Winslow provided report.

- c. Financial Reports – May 2021
District Director Nikki Winslow provided report.

- d. Board of Trustees Standing Committee Reports
- Budget Committee
No report.

- CFD Committee
No report.
- e. Board of Trustees Ad Hoc Committee Reports
 - Facilities Committee
Trustee Capell provided report.
 - Redistricting Committee
No report.
- f. Liaison Reports
Trustee Cervantes provided the Altadena Library Foundation Report. Trustee Andrues provided the Government Liaison report.
- g. Trustee Reports
Trustee Clark provided an oral report.

VII. Unfinished Business

- a. None

VIII. New Business

- a. Review of ALD 2021 Operational Plan Mid-Year Update **(Informational)**
 - Mid-Year ALD Operating Plan Review – Presentation
Viktor Sjöberg, Assistant Library Director, presented the Mid-Year ALD Operating Plan Review. The Board of Trustees discussed and asked questions regarding the update. No action was taken.
- b. Review and Approval of ALD’s Code of Conduct **(Action)**
Viktor Sjöberg, Assistant Library Director, introduced the agenda item by providing an overview of the agenda item report. The Board discussed and asked questions.
Moved by Trustee Wilkerson to approve ALD’s Updated Code of Conduct. Seconded by Trustee Cervantes. Trustee Katie Clark opened floor for discussion. No discussion followed.
Roll Call Vote:
 - Trustee Andrues: Aye**
 - Trustee Capell: Aye**
 - Trustee Cervantes: Aye**
 - Trustee Wilkerson: Aye**
 - Trustee Clark: Aye****Motion passed.**
- c. Resolution and Adoption of ALD’s Community Facilities District No. 2020-01 Declaration of Intent to Use Tax-Exempt Bonds for Reimbursement of Expenditures Prior to Bond Issuance **(Action)**
Nikki Winslow, District Director, introduced the agenda item by providing an overview of the agenda item report. The Board discussed and asked questions.
Moved by Trustee Cervantes to approve Resolution 2021-03 in order that we might reimburse the Library District with the proceeds from the CFD 2020-01 bonds for any hard costs incurred. Seconded by Trustee Andrues. Trustee Katie Clark opened floor for discussion. No discussion followed.
Roll Call Vote:
 - Trustee Andrues: Aye**
 - Trustee Capell: Aye**
 - Trustee Cervantes: Aye**
 - Trustee Wilkerson: Aye**

Trustee Clark: Aye
Motion passed.

- d. Review and Approval of ALD's Project Emergency Connectivity Fund Technology Purchase **(Action)**

Christopher Kellermeyer, I.T. and Technical Services Manager, introduced the agenda item by providing an overview of the agenda item report. The Board discussed and asked questions.

Moved by Trustee Andruess to approve an expenditure up to, or not to exceed, \$45,000 for Project ECF to replace end of life equipment. 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 Salary Schedule **(Action)**

Nikki Winslow, District Director, introduced the agenda item by providing an overview of the agenda item report.

Moved by Trustee Cervantes to approve the updated Salary Schedule. Seconded by Trustee Capell. Trustee Katie Clark opened floor for discussion. No discussion followed.

Roll Call Vote:

Trustee Andruess: Aye

Trustee Capell: Aye

Trustee Cervantes: Aye

Trustee Wilkerson: Aye

Trustee Clark: Aye

Motion passed.

- f. Review and Approval of Professional Development Consultant **(Action)**

Nikki Winslow, District Director, introduced the agenda item by providing an overview of the agenda item report. The Board discussed and asked questions.

Moved by Trustee Capell to authorize the District Director to contract with NorthStar Consulting for professional development service in an amount not to exceed \$26,500. Seconded by Trustee Wilkerson. Trustee Katie Clark opened floor for discussion. No discussion followed.

Roll Call Vote:

Trustee Andruess: Aye

Trustee Capell: Aye

Trustee Cervantes: Aye

Trustee Wilkerson: Aye

Trustee Clark: Aye

Motion passed.

IX. Governance

Trustee Clark gauged the Board's interest and willingness to begin having Board meetings in person at the Community Room. Although the majority of the Board was willing to meet in person, since it was not a unanimous agreement, the Board will

continue to meet virtually, until further notice.

X. Announcements & Planning

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

XI. Adjournment

- a. Adjourn Meeting
Trustee Clark adjourned the meeting at 7:11 pm.



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

DEPARTMENT: Adult Services

MEETING DATE: August 23, 2021

PREPARED BY: Viktor Sjöberg

LOCATION: Virtual Meeting

Altadena Poetry Review

What started as a small reading of just a dozen local poets one spring afternoon in 2003 at the Altadena Library has grown into a poetry movement in the community of Altadena and beyond. Every year after 2003, the annual reading called Poetry & Cookies, grew to include more and more poets and eventually expanded to feature a printed anthology of local poets and writers called the Altadena Poetry Review.

By 2020 the Altadena Literary Review featured the work of over 115 poets and writers in Altadena, Pasadena, and greater Los Angeles County.



Just as poetry itself must evolve by nature of creative growth and inclusion of new voices, so must the format through which we honor and celebrate poetry in our community. The future of Altadena poetry includes digital avenues for publication to ensure easier access for more to enjoy and programs and publications that highlight the voices of poets that are Black, Indigenous, LGBTQ+, people of color, and from a diverse range of age groups and backgrounds. Built into the name of our unique community is “Alta,” Latin for “growth” or “high.” Together, Altadena Poets Laureate Jessica Abughattas and Khadija Anderson lift high the unique tapestry of creative voices that shape our community and inspire future generations of poets. New poems are posted every week at <https://www.altadenapoetryreview.com> and submissions are open.

Shred Day

We brought back our annual Shred Day for the community, and it was a huge hit! We had about 56 people attend, and we shredded about 5,000 pounds of paper. Patrons are already asking when the next one will be and everyone that attended expressed how thankful they were that we provided this for the community. Our staff would like to extend a

big thank you to J & P Papers Company and to Darrel, who drives out and does all the shredding!

Concerts in the Park

The concerts in Farnsworth Park resumed this year! The Altadena Library staff is so excited that we are able to bring our “Curiosity Connection” to the park and join the fun. We’ve hand out kits and flyers for upcoming programs and talked to community members about their aspirations. Patrons are able to check out books and leave with an adorable little Altadena Library plush owl.



We are so pleased that we can support and participate with the Rotary Club. In addition to our presence at the concerts, library staff members are also responsible for the design and printing of the weekly concert programs. These concerts are a wonderful way for our community to connect and enjoy our beautiful Altadena summer nights.



Into the Body: Stay Active Class

Over the course of monthly meetings (with an additional virtual option), community members can connect with fellow locals to explore simple lifestyle changes to improve their health and avoid or reduce your risk for Type 2 Diabetes. The sessions are led by Altadena Town Council Member, Nic Arnzen.

At July’s Stay Active Class, we learned about the health benefits of being active and strategized around how to bring more movement into our lives. A local community dance group came and visited, and we all got to do some hip-hop line dances. The class will be featured in the September issue of the Altadena Neighbors magazine. Learn more about upcoming sessions at <https://www.altadenalibrary.org/intothebody>.





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

DEPARTMENT: Youth and Family Services

MEETING DATE: August 23, 2021

PREPARED BY: Mylinh Hamlington

LOCATION: Virtual Meeting

CHILDREN'S SERVICES - Yvette Casillas, YFS Librarian

General Updates

- We hired Heather Honig to fill our open part-time Library Assistant position. She started August 9th, and everyone is excited to have her join our team!
- We said goodbye to Helen Cate and thanked her for her four years of service at ALD. She will be greatly missed but will be a true asset to any school or library organization that she joins in the future.

Programs and Services

- The Virtual Programming grant programs, First Page Fridays and Family Book Club continued in July. The Family Book Club was held outdoors with participation from a returning family.
- The Mario Kart and Animal Crossing Nintendo Switch programs have continued to get consistent attendance throughout July. The Mario Kart grand prize tournament was hosted on July 23rd – the 1st and 2nd place winners received “Nintendo amiibos” with great excitement. The Mario Kart Nintendo Switch program ended on July 31st, Fin Lee co-hosted with Helen Cate in preparation for our Switch fall programming.
- OurStory Elementary Writers Workshop hosted by Isabelle Briggs was well attended throughout July and was co-hosted by Fin on July 15th. This virtual writer’s workshop gave tweens an opportunity to express their creativity through a variety of writing prompts.
- Outdoor Family Storytime was very well attended in July and has averaged around 30 attendees a week.
- Yvette Casillas hosted our first Bilingual Storytime of the summer on July 14th which had 15 attendees. Patrons were happy to see Spanish Storytime on our Summer schedule and asked when we would be hosting our next Bilingual Storytime.
- Aaron Kimbrell and Yvette took the Curiosity Connecting to Loma Alta Park for a Youth and Family Services park pop-up. We set up a “Pumpkin Planting” station where families had the opportunity to plant pumpkin seeds in biodegradable pots to take home. We also talked to a few patrons, gave out owls, and checked out books to families and kids. Patrons reported that they had found out about our event through social media and our website.
- On July 24th we hosted African Drummer Chazz Ross for our end of summer program. We had an exciting morning of drumming and singing, enjoyed by adults, families, and children.
- We installed a new StoryWalk at the main library featuring *Family Reunion* by Chad & Dad Richardson.

Children's Area and Collection

- The Children's Area has been busy throughout the summer. Many new families have visited and gotten new library cards.
- We are continuing our work on creating French language Read with Me Kits to add to our collection at the end of summer.
- We have received items through a Growing Together Pasadena grant for early learning STEAM Kits.

Community

- A tween patron that attended our Loma Alta Pop Up returned to a different program and was excited to report that her pumpkin seed starter has successfully grown into a plant. She is looking forward to harvesting her pumpkin in October.

TEEN SERVICES – Isabelle Briggs, Teen Librarian

Programming

- July was the final month of Our Summer programming! Teen Services hosted D&D on Discord every Saturday, two Instagram Live videos for "All Around Altadena" featuring episodes on Christmas Tree Lane and the Bob Lucas Branch, a Teen Zine Workshop, and the final Vibe Picnic. There were a total of 36 program participants this month.
- The highlight was the Vibe Picnic, with a department record of 15 attendees thanks in large part to a teen who attended the first Vibe Picnic and shared about the second one on his social media accounts. Even better than the number of participants were the connections and good vibes: teens enjoyed free frozen treats from Happy Ice, a Black-owned shaved ice store in Los Angeles, initiated spontaneous group games and icebreakers, picked up Our Summer Adventure books, exchanged phone numbers and social media handles, and library staff connected with administration from Marshall High School who happened to be patronizing the library that day!

Our Summer

- Over the course of the summer 173 Our Summer Adventure books were given out and 15 teens returned the evaluations to enter the final prize raffle, most from the ages 11-13.
- The evaluations asked for feedback on the book itself and the responses were all positive. Most users' favorite part of the book was the "What to Read Next" quiz.
- Responses to the question about their favorite parts of summer centered mostly around the break from school, spending time with friends and family, traveling, free time, and going to the pool.
- When asked about their least favorite thing about the summer, 10 responses commented on the extreme heat and weather conditions, while 2 responses mentioned being bored or restless and 1 person mentioned the coronavirus.

Outreach

- We received great feedback about our partnership with Five Acres where we provided support for a summer reading program initiated by volunteers with the Children's Guild. The reading program at the Five Acres cottages had 21 total participants! They even had

to adapt the planned structure of the program which initially had alternating groups of 5-6 kids doing the program for two weeks at a time, because none of the participants wanted to stop coming after their two weeks were up! Staff and volunteers at Five Acres said It seemed like a really rewarding experience for the participants, and they are looking forward to working with the Altadena Library again soon!



Chazz Ross's drumming program



Instagram post shared by Marshall Fundamental of Vibe Picnic attendees



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

DEPARTMENT: Bob Lucas Branch

MEETING DATE: August 23, 2021

PREPARED BY: Diana Wong

LOCATION: Virtual Meeting

Bob Lucas Branch Services

- **From the Garden** brought in Jessica Handy, a registered dietician to the Bob Lucas library for another in-person gardening program. She spoke specifically on nutrition and how to incorporate home-grown herbs into the diet. 12 participants attended this event. The gardening-focused program will return in Fall for more presentations and two hands-on workshops with plantings beginning in September.
- Two sessions of **Stories in Motion** at Charles White park saw 70 participants in July. With the park being a prime location for outreach and delivery of outdoor library services, the Branch librarian will continue to offer storytimes at the park in September. The August break will be spent preparing and rehearsing for Cantonese-English storytime for families.
- **Craft Hour with Michelle** took place at Loma Alta Park again with 8 folks in attendance this month. August will be used to break and preparing for Fall crafting that will continue to be held at the park starting in September.
- Only a month into establishing our **Deposit Library** at Lucy's Place, BL staff paid a follow-up visit to the diner to check on the crate of books. It looks like it has been a welcome addition to the business as staff had to replenish the inventory with over 40 more books. The BL crew is currently working on setting up a second location.

Adult Literacy Services

- California State Library will be making funds available for libraries with active and new ESL programs. Similar to Adult Literacy funding, the branch librarian will need to apply for funding to support ESL activities. As literacy programs across the state wait for guidelines on applying, Diana has been working with our ESL facilitator Modesta Nava on pre-work exercises to prepare for the application.
- The Branch librarian is currently working on consolidating data and information for annual report that is required for all recipients of the CLLS grant. The Adult Literacy Final report is scheduled to be turned in mid-September.



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

DEPARTMENT: Technical Services

MEETING DATE: August 23, 2021

PREPARED BY: Christopher Kellermeyer

LOCATION: Virtual Meeting

- 12 New Chromebooks have been deployed; these Chromebook are replacing our old units and come to us via SCLC – Cares grant. The total market value of this hardware as a benefit to the Library District is a cash equivalent of \$7,000.
- 40 New laptops and 16 new 5G mobile hotspots will be purchased and deployed in August.
- T.S. will seek board approval for project 3rd Ray—partner with MyLibro to develop an app as a point of confluence for all our digital resources such as:

Service / Database	
Trumba Calendar - Public and Library Event Calendars	Ebsco
Koha ILS 20.05	atozworldfood
Flipster	Brainfuse
Proquest	Tumblebooks
CloudLibrary	Gale
Hoopla	SenseSource -People Counter
Enki	Facebook
Novelist	Instagram
Tawk.to - chat	Twitter
Website - www.altadenalibrary.org	

- T.S. is reviewing potential language databases to improve and convert physical to virtual our language learning offerings to the public; this could decrease administrative overhead, loss, and spatial footprint.



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

DEPARTMENT: Facilities
PREPARED BY: Jonathan Arevalo

MEETING DATE: August 23, 2021
LOCATION: Virtual Meeting

Facilities Highlights for July:



The demonstration vegetable gardens at both libraries are continuing to grow beautifully. The facilities department would like to thank our volunteers and library staff for coming out to help maintain the gardens and harvest the vegetables.

Also, in July:

- Carpet cleaning was done at the Main library
- Irrigation upgrades are done at Main and Bob Lucas libraries
- Planning for future facilities projects in the coming months
- Continued General maintenance of both libraries

Altadena Library District

Community Facilities District No. 2020-1



CFD Bond Issuance Process

August 2021

16 of 158

PRESENTATION OVERVIEW

- Community Facilities District Fundamentals
- Finance Team Members
- Bond Issuance Procedures
- Annual CFD Administration
- Annual Reporting Requirements

WHAT IS A COMMUNITY FACILITIES DISTRICT (CFD) ?

- A specific geographic area that levies a Special Tax
- Self-sufficient – Administrative expenses paid by Taxpayers
- CFD may issue debt (bonds) supported by Special Taxes

CFD FUNDAMENTALS

CFD rates are set and controlled by a Rate and Method of Apportionment (RMA)

- Defines the methodology used to calculate the special taxes
- Sets the maximum tax allowed
- Is the administration roadmap

CFDs can be categorized into two types – Facilities & Services

A Facilities CFD will pay for public improvements, while a Services CFD can pay for annual maintenance costs of ongoing services. Both components may be incorporated into one CFD.

FINANCE TEAM MEMBERS

- Issuer
- Municipal Advisor
- Bond Counsel
- Disclosure Counsel
- Underwriter
- Special Tax Consultant
- Fiscal Agent (or Trustee) Bank

BOND ISSUANCE PROCEDURES

1. Initial Steps

- Select Finance Team Members
- Prepare
 - Bond documents
 - Preliminary official statement
- Solicit Bond Rating and Bond insurance (fully developed CFDs only)

2. Legislative Body Adopts Resolutions Approving

- Bond documents
- Bond purchase contract
- Preliminary and final official statement
- Continuing disclosure agreements

BOND ISSUANCE PROCEDURES (CONT.)

3. Bond Sale

- Negotiate pricing
- Price, terms, and maturity schedule finalized
- Bond purchase contracts signed
- Closing date set
- Official statement finalized

4. Bond Closing

- Agreements executed and delivered
- Bond purchase price wired from Underwriter to Fiscal Agent
- Bonds released to purchasers
- Bond proceeds used for eligible public facilities

ANNUAL CFD ADMINISTRATION

1. Special tax calculation
 - Traditional approach uses budgeted cost accounting:
 - Debt service payment
 - + Administration expense
 - + Delinquency reserve
 - = **Special Tax requirement**
2. Annual reporting
 - CDIAC
 - Continuing disclosure
3. Arbitrage calculation
4. Property owner services

ANNUAL REPORTING REQUIREMENTS

CDIAC (October 30)

Required by the State

- *Outstanding Bonds*
- *Assessed Values*
- *Delinquencies and Foreclosure*
- *Fund Balances*

Now must be posted City's website

Continuing Disclosure

Required by SEC to Update Secondary Bond Market

- *Development Status*
- *Value to Lien*
- *Fund Balances*
- *Delinquencies and Foreclosures*

Other Reports

-SB 165

Receive and File for the City Council by Jan 1

- *Collections and Expenditures of the CFD*

-SB 1029

Jan 31, for bonds issued after January 21, 2017

- *State Controller's report*



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

REPORT: Friends of the Altadena Library

MEETING DATE: August 23, 2021

PREPARED BY: Sallie Cruise, *President*

LOCATION: Virtual Meeting

On July 31, the Friends had their first book sale, which got our toes back in the water. It was a small sale, but it pointed out how things have changed and our new weaknesses and strengths in a pandemic world. One thing that highlights this was the socially distancing of tables. This was Jonathon's excellent idea, and it made us all feel safer. However, looking forward to a big sale, it makes me wonder whether it will all fit.

If you haven't yet, I encourage you to take a look at the Bookstore, which has been restored by Phyllis and Lois and looks really beautiful. That's upstairs, downstairs like the proverbial swan's feet, Kathy works 5 or 6 days a week to inspect and assess every single book that is donated to sell the better books online or Phyllis takes them for the Store. Fred works out in the hot sun several days a week sorting the donations so that Kathy receives the best books first. Nina comes in most days to sort the rest into categories and box them. I am in awe of these people who do some pretty hard work just because they love The Libraries, and books in general.

This month Kathy sent 42 boxes of books to be sold online

May I also take this time to thank Diego and Isabelle for organizing and coordinating excellent volunteers for us, we could not have pulled off this event without them and they were a delightful bunch. We even came out of it with a new permanent volunteer so that was very pleasing. And of course, I really want to publicly thank Jonathon for his untiring, always cheerful and totally invaluable help.

The next Friends Board Meeting is on September 4 when we will decide on our next Book Sale, which will be a full, large scale event..



**BOARD OF LIBRARY TRUSTEES
DIRECTOR'S REPORT FOR AUGUST 2021**

DEPARTMENT: Administration

MEETING DATE: August 23, 2021

PREPARED BY: Nikki Winslow

LOCATION: Virtual Zoom Meeting

Staffing Updates:

- a) Hires/Promotions: Heather Honig – Youth & Family Services Assistant – August 8, 2021
- b) Appointments: None
- c) Transfers: None
- d) Resignations/Retirements/Terminations: None



Welcome to our new Youth & Family Services (YFS) Part-Time Assistant Heather Honig! She started with ALD on Monday, August 8th and has been busy getting to know her coworkers and the Altadena community.

Heather is a Southern California native and has lived in the San Gabriel Valley for 10 years. She attended Smith College where she studied Education and Sociology. While at Smith she worked in the children's department at the local library and loved their holistic approach to serving the community. After college she served two AmeriCorps service terms, where she led a literacy intervention program for elementary students in Pasadena public schools. She hopes to combine her passions for education equity, service, and literacy by pursuing an MLIS in the near future. Outside of work she enjoys trying new recipes, watching reality TV, and spending time with her dog Stella.

Hiring Updates:

- Marketing Specialist Vacancy: We held our first round of interviews with an external panel on Thursday, 8/12. They scored the candidates, and we have the second/final round of interviews scheduled with the top three candidates on Tuesday, 8/17. We are hopeful that we will select someone and have them starting in the position in early to mid-September.
- Administrative Services Manager Vacancy: We had to extend the deadline for this vacancy to 8/13 and promote it more thoroughly to get more qualified applicants. After an initial screening by our accountant Cindy Byerrum and I, we held interviews with two candidates on Monday 8/16 and are confident we will be offering the position to someone this week.
- Community Partnership Librarian Vacancy: As of writing this report, we have had many applicants for this position and plan to do the initial screening of applications on Friday, 8/20. We will have an external panel conduct the first round of interviews and conduct the next round of interviews based on their scoring.
- Part-Time Library Clerk Vacancy: We posted this vacancy in the beginning of August, with a closing deadline of Friday, 8/20.

COVID-19 Safety Protocol Updates

It feels like we are constantly updating our safety protocols based on guidance from LA County and the State of California. At the beginning of July, protocols had changed to allow vaccinated staff that provided proof of vaccination to choose to wear a mask when indoors or not. Unvaccinated staff had to continue to wear a mask and also fill out the Daily Health Declaration Form at the beginning of each shift, including taking their temperature before entering the buildings. Within two weeks, guidance dictated that all people, regardless of vaccination status, were required to wear a mask when indoors. We updated our COVID Prevention Plan to reflect this on July 16.

Another update was released by LA County on August 9 that recommended more stringent entry screening practices for Businesses and Employers so starting August 10 all staff are again required to fill out the Daily Health Declaration Form and take their temperatures before entering the libraries. We will continue to monitor COVID related symptoms to limit exposure as much as possible. I am very grateful to the staff for their patience with these changes and compliance with all protocols.

Statistical Update:

System-Wide Statistics	Jul-20	Jul-21	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
E-Resource Checkouts	6,313	5,232	5,897	5,587	5,215	5,058	3,635	4,852	4,959	4,657	4,589	5,821	0
Reference Sessions	60	60	108	123	332	231	114	128	114	133	163	244	311
Live Chat Sessions	52	21	37	61	56	35	23	14	34	38	29	17	
Main Library Statistics													
Physical Collections Checkouts	3,263	13,427	4,650	7,111	6,467	5,543	1,234	1	1	4,891	5,348	6,173	0
Library of Things	22	22	34	30	21	40	22	0	0	40	88	78	
New Patrons	73	73	59	53	71	48	44	47	62	68	98	120	0
Bob Lucas Statistics													
Physical Collection Checkout	186	862	382	622	603	786	101	1	1	207	676	1,002	0
Library of Things	6	2	10	7	6	6	4	0	0	1	24	26	
New Patrons	1	22	3	2	4	1	1	1	1	0	7	13	0
Passport Services						Open 11/1-24							
Passports Processed		161				60				116	115	105	
Passport Photo Sessions		0				0				0	0	0	
Phone Calls Received		655				150				609	917	945	

A Day in the Passport Services Office



At 8:15am Monday through Saturday, the Altadena Library Passport Services office promptly opens for business. Staff members **Toni Aguilar** and **Natalie Herrera** turn on the lights, set up their outdoor waiting area, restock the applications and instructions to get the day started for the many visitors they will see. They see that there are voicemails that came in since they left the day before and return these 5-10 calls before they start taking the calls for that day. On average, they have **70 calls** that come per day.

Before their first appointment shows up at 8:45am, they check the USPS website to ensure all applications being delivered out of their office are reaching their destination. If they notice any problems, they contact the Travel State Department to open an investigation. They aren't required to do this but take on this additional work so they can answer any questions that may come in from

past appointments. They also clean and sanitize the passport office before their first applicant comes in and does this again between every appointment throughout the day.

Our first appointment is a first-time Passport applicant and he's very excited to get his U.S. Passport!! He chooses to expedite his passport so he can try to travel and visit his family for the holidays. Due to the very high demand for passports right now, expedited passports are taking **12 weeks** to process and up to **18 weeks** for regular delivery so this applicant has allowed enough time to make the travel happen.



For every appointment we check the DS-11 form to make sure applications are filled out in black ink and all questions are answered correctly. They also must check for original U.S Citizenship, make photocopies of necessary documents, check validity of identifications or driver's licenses, and then collect payments for the U.S. Department of State and to Altadena Library District.

While Toni was handling that appointment, Natalie answered and returned phone calls and booked new appointments. They are currently booked out for the next 6 weeks and we don't see that pace changing anytime soon! Toni and Natalie trade duties each hour or two – one handling appointments and the other on phones to avoid burning out on the same tasks. They receive all types of phone calls throughout the day – some with very nice, understanding patrons but sometimes more aggressive types expecting an appointment and their passport yesterday. Both of our staff members always maintain their patience and professionalism and give high quality service to everyone they interact with, even if they have to refer them to a different site.

In conclusion, when patrons pay using a credit card, they have the option of leaving a comment about their experience with the Passport Services office. In just the last month, we have had the following comments left:



- “Friendly and efficient staff! Great experience!”
- “Toni was a fantastic person that helped us through the passport process for a newborn and a new citizen. She was really professional and attentive. It made this administrative task a real breeze.”
- “Great personnel- professional, knowledgeable and courteous. I can tell they’re happy to help the public/customers.”
- “Great experience! Natalie is a true professional; very helpful! Passport application process was totally painless!”
- “Our whole family get our passports here. We love the friendliness of the staff which made the whole process easy and pleasant.”

These comments demonstrate how lucky ALD is to have such dedicated, knowledgeable, and compassionate Passport Services staff like Toni and Natalie. I wanted to tell their story to the Board of Trustees and community to recognize this and formally thank them for all that they do!

Partnerships:

Rotary Club of Altadena:

The ALD has been a member of the Rotary Club of Altadena in the past. When I started in November 2019, I was invited to attend a luncheon in an effort to introduce me to the members and explore membership with the group again. Unfortunately, with the pandemic hitting shortly thereafter, these in-person networking opportunities ceased. This summer past-President Mark Mariscal reached out to see if we were ready to join the group and we have decided to do so. Assistant Director Viktor Sjöberg and I are going to attend as many of the weekly lunch meetings as possible and find ways to partner with the Rotary on future programs and activities.

Altadena Chamber of Commerce:

The ALD is a member of our local Chamber and has been especially active with the group in the last 18 months due to the pandemic. Our former Marketing and Community Engagement Manager Chloé Cavelier worked extensively with the group to facilitate and create content for several virtual events, including a Holiday Mixer, Women Making a Difference event and more. We want to continue partnering with the Chamber and have asked us to serve on their Board to stay abreast of what is going on with the group. Viktor has agreed to take on this new role and attend their monthly Board meetings on our behalf. I’m sure there will be more information to come about future collaborations soon.

The most updated Financing Schedule for the Bond Issuance Process:



**Financing Schedule (As of August 3, 2021)
Altadena Library District
Community Facilities District No. 2020-1
Special Tax Bonds, Issue of 2021**

JULY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Jul. 12	Kick-off call (via Zoom)	All
Jul. 16	Agenda deadline for July 26 th Board meeting	BC/ALD
Jul. 26	Board meeting – approval of reimbursement resolution	BC/ALD
Wk. of Jul. 26	Initial draft tax and disclosure policies distributed to the District	BC/DC
Wk. of Aug. 2	Initial draft legal documents distributed (Reso. of Issuance, Bond Indenture/Fiscal Agent Agreement, Bond Purchase Agreement)	BC / UC
Wk. of Aug. 9	Draft CFD data tables distributed	STC
Aug. 13	Agenda deadline for August 23 rd Board meeting	BC/MA/ALD
Wk. of Aug. 16	Initial draft POS and documents distributed	BC/DC
Aug. 23	Board meeting – approval of Debt Policy, Tax and Disclosure policies	BC/MA/ALD
Wk. of Aug. 23	Draft Credit Presentation distributed	UW/MA
Wk. of Sept. 13	Agenda ready POS/CDA and legal documents distributed	BC/DC
Wk. of Sept. 13	Presentation to Rating Agency	All
Wk. of Sept. 13	CFD Committee meeting to review documents	BC/MA/ALD
Sept. 17	Agenda deadline for September 27 th Board meeting	BC/MA/UW/ALD
Sept. 27	Board meeting – approval of bond issuance and documents	BC/MA/UW/ALD
Sept. 29	Due Diligence call (Time TBD)	DC/ALD/MA
Wk. of Oct. 4	Print/Post POS	UW/MA/ALD/DC
Wk. of Oct. 11	Pre-pricing and Pricing	All
Wk. of Oct. 25	Pre-closing and Closing	All

ALD – Altadena Library District BC/DC – Best Best & Krieger STC – NBS UW – Hilltop Securities MA – Urban Futures, Inc.
UC – Kutak Rock

Bountiful Gardens!!

I am seriously amazed and awed at the beautiful gardens we have planted at both library locations this year! If you haven't had a chance to visit them lately, I strongly encourage you to do so. Here are a few photos from the Bob Lucas garden beds along the west side of the parking lot...



Both libraries have had a bounty of produce that has been shared with staff and volunteers. This has included squash blossoms, tomatoes, eggplant, zucchini, cucumber and more. The Facilities staff, the Bob Lucas staff, and a group of dedicated volunteers are pruning and harvesting regularly. I am AMAZED at the growth of these plants – they love it in both locations! I especially want to thank Paulina Arevalo for her continued maintenance of these gardens – we are so lucky to have her knowledge and expertise! Here are some photos from the Main Library’s garden beds, located on the south side of the parking lot.





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

DEPARTMENT: Administration

MEETING DATE: August 23, 2021

PREPARED BY: Nikki Winslow

LOCATION: Virtual Meeting

TITLE: Summary Report of Financial Statements for June 2021

June 2020 FINANCIAL STATEMENTS

The following financial reports are for the month of June 2021. The financial statements are unaudited. Currently we are at 100% of our budget year.

As indicated on this report, actual year-to-date expenditures exceed actual year-to-date revenues reflecting a net income of -\$366,530. ALD cash and cash equivalents are \$3,766,562.

Total cash with the County is \$2,739,135. 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 \$5,580,243.

REVENUE HIGHLIGHTS

Property Taxes – the District saw an overall addition of \$39,362 to our property tax income.

4340 – a total of \$3,895 was received in Passports revenue for both checks and deferred credit card payments.

EXPENDITURE HIGHLIGHTS

In June 2021 the District spent \$24,627 on performers, supplies and other materials to support programming efforts for OurSummer. There was also \$75,100 spent on library materials to finish out the fiscal year, most of which was spent on physical books and downloadable resources.

7155 – Consultants – Other: Rachlin Partners was paid \$39,522.50 as our Capital Project Managers in June 2021. This money will be reimbursed to the general fund once bond proceeds are dispersed. There was an additional \$8,067.50 paid to Koff & Associates and Dentons for additional consulting services.

PAYMENTS FROM SUPPORT ORGANIZATIONS

No payments to report.

Altadena Library District
Balance Sheet
As of June 30, 2021

	Jun 30, 21
ASSETS	
Current Assets	
Checking/Savings	
Cash & Cash Equivalents	
Cash in Banks	
1001 - Pacific West - Checking	1,010,172
1002 - Pacific West - MMA	15,765
1046 - PayPal	640
Total Cash in Banks	1,026,577
Cash on Hand	850
Cash with County	
1010.00 - Cash in County Treasury	2,754,590
1013 - FMV - COLA Funds	(15,455)
Total Cash with County	2,739,135
Total Cash & Cash Equivalents	3,766,562
Total Checking/Savings	3,766,562
Other Current Assets	
Property Tax Receivables (COLA)	
1400 - PT Receivable-Current Secured	85,595
1410 - PT Receivable-Current Unsecured	(1,179)
Total Property Tax Receivables (COLA)	84,416
1430 - Parcel Assessment Receivable	35,255
Total Other Current Assets	119,671
Total Current Assets	3,886,233
Fixed Assets	
Capital Assets	
Accumulated Depreciation	(1,273,520)
Depreciable Assets	
1550 - Structures & Improvements	1,722,478
1700 - Furniture, Fixtures & Equipment	202,498
Total Depreciable Assets	1,924,976
Non-Depreciable Assets	
1500 - Land	77,280
1510 - Artwork	102,500
Total Non-Depreciable Assets	179,780
Total Capital Assets	831,237
Total Fixed Assets	831,237
Other Assets	
Deferred Outflows of Resources	862,773
Total Other Assets	862,773
TOTAL ASSETS	5,580,243
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	98,694
Credit Cards	41,880

Altadena Library District
Balance Sheet
As of June 30, 2021

	<u>Jun 30, 21</u>
Other Current Liabilities	
2005 · Accrued Expenses - Other	4,190
2050 · Accrued Vacation Payable	108,057
2100 · Payroll Payable	11,898
	<hr/>
Total Other Current Liabilities	124,145
	<hr/>
Total Current Liabilities	264,719
	<hr/>
Long Term Liabilities	
Deferred Inflows of Resources	557,604
	<hr/>
2700 · Net Pension Liability	2,504,038
2701 · Net OPEB Liability	1,024,083
	<hr/>
Total Long Term Liabilities	4,085,725
	<hr/>
Total Liabilities	4,350,444
	<hr/>
Equity	
3300 · Retained Earnings	1,124,703
Net Income	105,095
	<hr/>
Total Equity	1,229,798
	<hr/>
TOTAL LIABILITIES & EQUITY	5,580,243
	<hr/> <hr/>

Altadena Library District Profit & Loss Budget vs. Actual

July 2020 through June 2021

	Jul '20 - Jun 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Property Taxes & Assessments				
4010 · Current-Year Secured				
4010.00 · Current Secured	2,756,589	2,704,000	52,589	102%
4010 · Current-Year Secured - Other				
Total 4010 · Current-Year Secured	2,756,589	2,704,000	52,589	102%
4010.03 · SB 813 Supplemental	34,211			
4020 · Current-Year Unsecured				
4020.00 · Current Unsecured	88,920			
4020 · Current-Year Unsecured - Other		86,900	(86,900)	
Total 4020 · Current-Year Unsecured	88,920	86,900	2,020	102%
4030 · Prior-Year Secured				
4030.00 · Prior Secured	(16,284)			
4030.05 · Secured Tax Refunds	(26,564)			
Total 4030 · Prior-Year Secured	(42,848)			
4030.03 · SB 813 Redemption	5,079			
4040 · Prior-Year Unsecured	(10,885)			
4050 · Homeowners Exemption	12,853	15,300	(2,447)	84%
4060 · Special Assessments				
4060.01 · Per Parcel Benefit Assessment	880,068	875,400	4,668	101%
4060 · Special Assessments - Other				
Total 4060 · Special Assessments	880,068	875,400	4,668	101%
4080 · Penalties, Interest & Costs-Ref	13,754	10,000	3,754	138%
4200 · Interest Income - County of LA	10,633	6,000	4,633	177%
Total Property Taxes & Assessments	3,748,374	3,697,600	50,774	101%
Fines & Fees				
4305 · Fees	1,015	1,000	15	101%
4310 · MFM / Printer Revenue	1,098	1,000	98	110%
4340 · Passport Services Fees	17,265	25,000	(7,735)	69%
4350 · Sales of Products	52	1,000	(948)	5%
4810 · Community Room Fees				
Total Fines & Fees	19,429	28,000	(8,571)	69%
Donations & Grants				
4705 · Altadena Library Foundation	32,000	32,000		100%
4710 · Friends of the Library	28,000	28,000		100%
4730 · Undesignated	440		440	100%
4735 · Designated	378,855	346,000	32,855	109%
4740 · CA Library Literacy Services	21,219	21,000	219	101%
4750 · Cal State Library				
Total Donations & Grants	460,514	427,000	33,514	108%
Interest & Investments				
4210 · Interest Income (Savings)	3		3	100%
4221 · FMV COLA	(24,913)			
Total Interest & Investments	(24,910)		(24,910)	100%
Other Revenues				
4910 · Miscellaneous Income	1,585			
4915 · Film Rental Revenue	16,893	7,000	9,893	241%
4930 · E-Rate Revenue		36,000	(36,000)	
4999 · Credit Card Rebates		10,000	(10,000)	
Total Other Revenues	18,478	53,000	(34,522)	35%
4940 · Use / (Addition) from Reserves		25,950	(25,950)	
Total Income	4,221,886	4,231,550	(9,664)	100%
Expense				
Personnel				
5000 · Salaries & Wages				
5010 · Salaried	761,208	783,300	(22,092)	97%
5020 · Hourly	1,081,693	1,099,100	(17,407)	98%
Total 5000 · Salaries & Wages	1,842,901	1,882,400	(39,499)	98%

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

	Jul '20 - Jun 21	Budget	\$ Over Budget	% of Budget
5100 · Employer-Portion Taxes/Benefits				
5120 · Payroll Taxes (ER)	145,829	155,600	(9,771)	94%
5210 · PERS Retirement				
5210.01 · CalPers CLASSIC (ER Contr)	27,368	25,300	2,068	108%
5210.02 · CalPers PEPRA (ER Contr)	96,671	99,300	(2,629)	97%
5218 · PERS Unfunded	168,617	168,700	(83)	100%
Total 5210 · PERS Retirement	292,656	293,300	(644)	100%
5222 · OPEB Trust Contributions		60,000	(60,000)	
Total 5100 · Employer-Portion Taxes/Benefits	438,486	508,900	(70,414)	86%
5200 · Insurance				
5220 · Health Insurance	121,770	132,000	(10,230)	92%
5221 · Health Insurance - Retirees	73,748	71,700	2,048	103%
5230 · Dental Insurance	13,479	12,200	1,279	110%
5240 · Vision Insurance	5,002	4,900	102	102%
5260 · Life Insurance	1,464	1,400	64	105%
5270 · Workers' Compensation	49,826	49,850	(24)	100%
Total 5200 · Insurance	265,289	272,050	(6,761)	98%
Total Personnel	2,546,676	2,663,350	(116,674)	96%
Library Materials				
6110 · Cataloging Expenses	3,388	6,000	(2,612)	56%
6115 · Electronic Databases & Subscrip	15,367	28,000	(12,633)	55%
6120 · Books	177,132	127,200	49,932	139%
6125 · Audio CD	15,703	9,500	6,203	165%
6130 · DVD's & Videogames	20,614	19,950	664	103%
6140 · Periodicals	19,320	15,000	4,320	129%
6150 · Downloadables	92,047	77,350	14,697	119%
6155 · Library of Things	1,707	4,000	(2,293)	43%
6160 · Mobile Library Collection				
6165 · Purchase Suggestions				
Total Library Materials	345,278	287,000	58,278	120%
Programs				
6200 · Youth Services	17,828	4,600	13,228	388%
6210 · Teen Services	5,938	5,500	438	108%
6220 · Adult Services	10,863	10,000	863	109%
6230 · Bob Lucas Branch Services	6,302	6,400	(98)	98%
6240 · Literacy Services	7,512	7,550	(38)	99%
6250 · Volunteer Services	825	1,000	(175)	82%
6260 · Summer Reading	7,218	10,000	(2,782)	72%
6270 · Mobile Library	10,882	2,750	8,132	396%
Total Programs	67,368	47,800	19,568	141%
Operating				
Advertising & Marketing				
6618 · Recruitment	1,657	1,500	157	110%
6627 · Advertising / Marketing	5,634	7,000	(1,366)	80%
Total Advertising & Marketing	7,291	8,500	(1,209)	86%
Fees				
6745 · Banking & Service Fees	357	1,000	(643)	36%
6746 · Payroll Fees				
6746-2 · Payroll Processing Fees	10,855	10,200	655	106%
Total 6746 · Payroll Fees	10,855	10,200	655	106%
7530 · County Tax Collection Fees	41,460	36,400	5,060	114%
Total Fees	52,673	47,600	5,073	111%
Insurance				
6430 · Insurance-Gen, Prop, Liab, Eq	50,017	48,800	1,217	102%
6432 · Earthquake Insurance	33,102	33,100	2	100%
Total Insurance	83,119	81,900	1,219	101%

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

	Jul '20 - Jun 21	Budget	\$ Over Budget	% of Budget
Staff Expense & Pro Development				
6623 · Trustee Prof. Development	522	500	22	104%
6625 · Training & Education	5,861	5,000	861	117%
6626 · Staff Recognition	1,827	2,000	(173)	91%
6710 · Meetings & Travel	3,270	3,000	270	109%
6730 · Mileage & Parking Reimbursement	101	1,000	(899)	10%
Total Staff Expense & Pro Development	11,581	11,500	81	101%
Utilities				
6920 · Electricity	38,507	41,000	(2,493)	94%
6930 · Natural Gas	5,652	5,500	152	103%
6940 · Water & Sewage	7,747	7,000	747	111%
6950 · Refuse	5,375	5,500	(125)	98%
Total Utilities	57,282	59,000	(1,718)	97%
6620 · Membership Dues & Subscriptions	17,566	14,000	3,566	125%
6740 · Postage & Delivery	1,551	2,000	(449)	78%
6750 · Printing & Reproduction	6,895	6,000	895	115%
6755 · Small Equipment	3,891	4,000	(109)	97%
6765 · Janitorial Supplies	5,267	9,000	(3,733)	59%
6770 · Operating Supplies	15,910	19,000	(3,090)	84%
6775 · Technical Services Supplies	2,214	3,000	(786)	74%
6780 · Operating Software	535	500	35	107%
6960 · Sales of Products		200	(200)	
6970 · Equipment Lease & Rental	23,649	20,000	3,649	118%
Total Operating	289,425	286,200	3,225	101%
Facilities, Grounds & Maint.				
7205 · Maintenance Contracts	14,388	14,000	388	103%
7210 · Building Maint & Repairs	8,659	20,000	(11,341)	43%
7220 · Landscape	22,950	24,000	(1,050)	96%
Total Facilities, Grounds & Maint.	45,997	58,000	(12,003)	79%
Professional & Technical				
Professional Services				
7125 · Audit and Financial Consulting	67,845	90,000	(22,155)	75%
7130 · Legal Fees	38,531	45,000	(6,469)	86%
7140 · Architectural & Engineering				
7145 · Collection Agency				
7155 · Consultants - Other	75,361	66,700	8,661	113%
Total Professional Services	181,737	201,700	(19,963)	90%
Information Technology (IT)				
7135 · Technology Consulting				
7170 · Telecommunications	9,188	9,500	(312)	97%
7175 · Internet Service / E-Rate	45,203	53,000	(7,797)	85%
7180 · Technology Equipment	30,216	25,000	5,216	121%
7185 · Technology Maintenance Fees	23,761	18,500	5,261	128%
7190 · Website Development	245	500	(255)	49%
Total Information Technology (IT)	108,614	106,500	2,114	102%
Total Professional & Technical	290,351	308,200	(17,849)	94%
Miscellaneous				
7510 · Miscellaneous Expense	400			
7540 · Trustee Election	94,298	120,000	(25,703)	79%
Total Miscellaneous	94,698	120,000	(25,303)	79%
Capital				
7310 · Equipment, Furniture & Fixtures	70,021	76,000	(5,979)	92%
7320 · Structures & Improvements	366,977	385,000	(18,023)	95%
Total Capital	436,998	461,000	(24,002)	95%
Total Expense	4,116,790	4,231,550	(114,760)	97%
Net Ordinary Income	105,095	105,095	105,095	100%
Net Income	105,095	105,095	105,095	100%

Altadena Library District
Profit & Loss
June 2021

	Jun 21
Ordinary Income/Expense	
Income	
Property Taxes & Assessments	
4010 · Current-Year Secured	
4010.00 · Current Secured	30,549
Total 4010 · Current-Year Secured	30,549
4010.03 · SB 813 Supplemental	5,267
4030 · Prior-Year Secured	
4030.05 · Secured Tax Refunds	
Total 4030 · Prior-Year Secured	
4030.03 · SB 813 Redemption	
4050 · Homeowners Exemption	1,928
4060 · Special Assessments	
4060.01 · Per Parcel Benefit Assessment	
Total 4060 · Special Assessments	
4080 · Penalties, Interest & Costs-Ref	
4200 · Interest Income - County of LA	1,618
Total Property Taxes & Assessments	39,362
Fines & Fees	
4305 · Fees	325
4310 · MFM / Printer Revenue	937
4340 · Passport Services Fees	3,895
4350 · Sales of Products	52
Total Fines & Fees	5,209
Donations & Grants	
4730 · Undesignated	390
4735 · Designated	865
Total Donations & Grants	1,255
Interest & Investments	
4210 · Interest Income (Savings)	0
4221 · FMV COLA	(24,913)
Total Interest & Investments	(24,912)
Total Income	20,914
Expense	
Personnel	
5000 · Salaries & Wages	
5010 · Salaried	65,658
5020 · Hourly	95,555
Total 5000 · Salaries & Wages	161,213
5100 · Employer-Portion Taxes/Benefits	
5120 · Payroll Taxes (ER)	11,551
5210 · PERS Retirement	
5210.01 · CalPers CLASSIC (ER Contr)	2,273
5210.02 · CalPers PEPRA (ER Contr)	8,304
Total 5210 · PERS Retirement	10,578
Total 5100 · Employer-Portion Taxes/Benefits	22,129

Altadena Library District
Profit & Loss
June 2021

	Jun 21
5200 · Insurance	
5220 · Health Insurance	12,462
5221 · Health Insurance - Retirees	6,265
5230 · Dental Insurance	1,417
5240 · Vision Insurance	392
5260 · Life Insurance	123
	20,660
Total 5200 · Insurance	
Total Personnel	204,002
Library Materials	
6115 · Electronic Databases & Subscrip	199
6120 · Books	41,528
6125 · Audio CD	6,867
6130 · DVD's & Videogames	4,745
6140 · Periodicals	594
6150 · Downloadables	21,167
	75,100
Total Library Materials	
Programs	
6200 · Youth Services	10,700
6210 · Teen Services	312
6220 · Adult Services	4,588
6230 · Bob Lucas Branch Services	388
6240 · Literacy Services	1,482
6250 · Volunteer Services	36
6260 · Summer Reading	257
6270 · Mobile Library	6,865
	24,627
Total Programs	
Operating	
Advertising & Marketing	
6618 · Recruitment	800
6627 · Advertising / Marketing	62
	862
Total Advertising & Marketing	
Fees	
6745 · Banking & Service Fees	100
6746 · Payroll Fees	
6746-2 · Payroll Processing Fees	2,153
	2,153
Total 6746 · Payroll Fees	
	2,253
Total Fees	
Staff Expense & Pro Development	
6625 · Training & Education	246
6626 · Staff Recognition	140
6710 · Meetings & Travel	1,113
6730 · Mileage & Parking Reimbursement	91
	1,589
Total Staff Expense & Pro Development	
Utilities	
6920 · Electricity	3,217
6930 · Natural Gas	251
6940 · Water & Sewage	1,284
6950 · Refuse	367
	5,118
Total Utilities	

Altadena Library District
Profit & Loss
June 2021

	Jun 21
6620 · Membership Dues & Subscriptions	250
6740 · Postage & Delivery	24
6750 · Printing & Reproduction	1,000
6755 · Small Equipment	50
6765 · Janitorial Supplies	405
6770 · Operating Supplies	1,636
6775 · Technical Services Supplies	149
6780 · Operating Software	50
6970 · Equipment Lease & Rental	4,017
Total Operating	17,403
Facilities, Grounds & Maint.	
7205 · Maintenance Contracts	88
7210 · Building Maint & Repairs	282
7220 · Landscape	2,687
Total Facilities, Grounds & Maint.	3,056
Professional & Technical	
Professional Services	
7125 · Audit and Financial Consulting	9,006
7130 · Legal Fees	2,082
7155 · Consultants - Other	47,590
Total Professional Services	58,678
Information Technology (IT)	
7170 · Telecommunications	733
7180 · Technology Equipment	78
7185 · Technology Maintenance Fees	3,011
7190 · Website Development	(72)
Total Information Technology (IT)	3,751
Total Professional & Technical	62,429
Capital	
7310 · Equipment, Furniture & Fixtures	826
Total Capital	826
Total Expense	387,444
Net Ordinary Income	(366,530)
Net Income	(366,530)

Altadena Library District Profit & Loss Prev Year Comparison

July 2020 through June 2021

	Jul '20 - Jun 21	Jul '19 - Jun 20	\$ Change	% Change
Ordinary Income/Expense				
Income				
Property Taxes & Assessments				
4010 · Current-Year Secured				
4010.00 · Current Secured	2,756,589	2,581,313	175,277	7%
4010.01 · Revenue Residual		47,028	(47,028)	(100)%
Total 4010 · Current-Year Secured	2,756,589	2,628,340	128,249	5%
4010.03 · SB 813 Supplemental	34,211	71,613	(37,403)	(52)%
4020 · Current-Year Unsecured				
4020.00 · Current Unsecured	88,920	109,674	(20,753)	(19)%
Total 4020 · Current-Year Unsecured	88,920	109,674	(20,753)	(19)%
4030 · Prior-Year Secured				
4030.00 · Prior Secured	(16,284)	(6,535)	(9,749)	(149)%
4030.05 · Secured Tax Refunds	(26,564)	(35,819)	9,254	26%
Total 4030 · Prior-Year Secured	(42,848)	(42,354)	(495)	(1)%
4030.03 · SB 813 Redemption	5,079	4,219	860	20%
4040 · Prior-Year Unsecured	(10,885)	(6,056)	(4,828)	(80)%
4050 · Homeowners Exemption	12,853	13,272	(419)	(3)%
4060 · Special Assessments				
4060.01 · Per Parcel Benefit Assessment	880,068	849,325	30,743	4%
4060.02 · Direct Assessments		402	(402)	(100)%
Total 4060 · Special Assessments	880,068	849,727	30,341	4%
4080 · Penalties, Interest & Costs-Ref	13,754	10,320	3,434	33%
4200 · Interest Income - County of LA	10,633	41,449	(30,815)	(74)%
Total Property Taxes & Assessments	3,748,374	3,680,204	68,170	2%
Fines & Fees				
4305 · Fees	1,015	3,937	(2,922)	(74)%
4310 · MFM / Printer Revenue	1,098	8,415	(7,318)	(87)%
4340 · Passport Services Fees	17,265	85,185	(67,920)	(80)%
4350 · Sales of Products	52	1,252	(1,200)	(96)%
Total Fines & Fees	19,429	98,789	(79,360)	(80)%
Donations & Grants				
4705 · Altadena Library Foundation	32,000	10,800	21,200	196%
4710 · Friends of the Library	28,000	34,500	(6,500)	(19)%
4730 · Undesignated	440	22	418	1,885%
4735 · Designated	378,855	6,333	372,522	5,882%
4740 · CA Library Literacy Services	21,219	18,000	3,219	18%
Total Donations & Grants	460,514	69,655	390,859	561%
Interest & Investments				
4210 · Interest Income (Savings)	3	48	(44)	(94)%
4221 · FMV COLA	(24,913)	12,387	(37,299)	(301)%
Total Interest & Investments	(24,910)	12,434	(37,344)	(300)%
Other Revenues				
4910 · Miscellaneous Income	1,585	7,139	(5,554)	(78)%
4915 · Film Rental Revenue	16,893		16,893	100%
4930 · E-Rate Revenue		36,855	(36,855)	(100)%
4999 · Credit Card Rebates		10,000	(10,000)	(100)%
Total Other Revenues	18,478	53,994	(35,516)	(66)%
Total Income	4,221,886	3,915,077	306,808	8%
Expense				
Personnel				
5000 · Salaries & Wages				
5010 · Salaried	761,208	352,682	408,526	116%
5020 · Hourly	1,081,693	1,348,815	(267,122)	(20)%
5030 · Change in Vacation Payable		45,934	(45,934)	(100)%
Total 5000 · Salaries & Wages	1,842,901	1,747,430	95,471	6%
5100 · Employer-Portion Taxes/Benefits				
5120 · Payroll Taxes (ER)	145,829	139,936	5,894	4%

Altadena Library District Profit & Loss Prev Year Comparison

July 2020 through June 2021

	Jul '20 - Jun 21	Jul '19 - Jun 20	\$ Change	% Change
5210 · PERS Retirement				
5210.01 · CalPers CLASSIC (ER Contr)	27,368	23,184	4,184	18%
5210.02 · CalPers PEPRA (ER Contr)	96,671	79,976	16,695	21%
5218 · PERS Unfunded	168,617	147,894	20,723	14%
5219 · Pension Expense / (Income)		226,538	(226,538)	(100)%
Total 5210 · PERS Retirement	292,656	477,592	(184,936)	(39)%
5222 · OPEB Trust Contributions		60,000	(60,000)	(100)%
5223 · OPEB Expense		9,785	(9,785)	(100)%
Total 5100 · Employer-Portion Taxes/Benefits	438,486	687,313	(248,827)	(36)%
5200 · Insurance				
5220 · Health Insurance	121,770	121,361	409	0%
5221 · Health Insurance - Retirees	73,748	65,872	7,875	12%
5230 · Dental Insurance	13,479	16,258	(2,778)	(17)%
5240 · Vision Insurance	5,002	4,506	496	11%
5260 · Life Insurance	1,464	1,520	(55)	(4)%
5270 · Workers' Compensation	49,826	31,233	18,593	60%
Total 5200 · Insurance	265,289	240,750	24,539	10%
Total Personnel	2,546,676	2,675,493	(128,817)	(5)%
Library Materials				
6110 · Cataloging Expenses	3,388	21,669	(18,281)	(84)%
6115 · Electronic Databases & Subscrip	15,367	21,928	(6,561)	(30)%
6120 · Books	177,132	122,338	54,794	45%
6125 · Audio CD	15,703	4,680	11,023	236%
6130 · DVD's & Videogames	20,614	30,860	(10,246)	(33)%
6135 · Processing of Materials		41,227	(41,227)	(100)%
6140 · Periodicals	19,320	15,066	4,255	28%
6150 · Downloadables	92,047	62,310	29,737	48%
6155 · Library of Things	1,707	10	1,697	17,245%
Total Library Materials	345,278	320,087	25,191	8%
Programs				
6200 · Youth Services	17,828	11,034	6,794	62%
6210 · Teen Services	5,938	1,748	4,189	240%
6220 · Adult Services	10,863	17,291	(6,428)	(37)%
6230 · Bob Lucas Branch Services	6,302	2,685	3,617	135%
6240 · Literacy Services	7,512	4,172	3,340	80%
6250 · Volunteer Services	825	1,457	(632)	(43)%
6260 · Summer Reading	7,218	11,712	(4,493)	(38)%
6270 · Mobile Library	10,882		10,882	100%
Total Programs	67,368	50,099	17,269	35%
Operating				
Advertising & Marketing				
6618 · Recruitment	1,657	2,029	(373)	(18)%
6627 · Advertising / Marketing	5,634	6,610	(975)	(15)%
Total Advertising & Marketing	7,291	8,639	(1,348)	(16)%
Fees				
6745 · Banking & Service Fees	357	1,761	(1,404)	(80)%
6746 · Payroll Fees				
6746-2 · Payroll Processing Fees	10,855	8,730	2,125	24%
Total 6746 · Payroll Fees	10,855	8,730	2,125	24%
7530 · County Tax Collection Fees	41,460	38,986	2,474	6%
Total Fees	52,673	49,477	3,196	7%
Insurance				
6430 · Insurance-Gen, Prop, Liab, Eq	50,017	33,011	17,006	52%
6432 · Earthquake Insurance	33,102	30,370	2,732	9%
Total Insurance	83,119	63,381	19,738	31%

Altadena Library District Profit & Loss Prev Year Comparison

July 2020 through June 2021

	Jul '20 - Jun 21	Jul '19 - Jun 20	\$ Change	% Change
Staff Expense & Pro Development				
6623 · Trustee Prof. Development	522	240	282	117%
6625 · Training & Education	5,861	11,745	(5,884)	(50)%
6626 · Staff Recognition	1,827	3,051	(1,224)	(40)%
6710 · Meetings & Travel	3,270	9,560	(6,291)	(66)%
6730 · Mileage & Parking Reimbursement	101	1,749	(1,647)	(94)%
Total Staff Expense & Pro Development	11,581	26,345	(14,764)	(56)%
Utilities				
6920 · Electricity	38,507	38,892	(384)	(1)%
6930 · Natural Gas	5,652	4,104	1,548	38%
6940 · Water & Sewage	7,747	7,704	44	1%
6950 · Refuse	5,375	5,810	(435)	(8)%
Total Utilities	57,282	56,509	772	1%
6620 · Membership Dues & Subscriptions	17,566	13,585	3,981	29%
6740 · Postage & Delivery	1,551	8,019	(6,468)	(81)%
6750 · Printing & Reproduction	6,895	2,210	4,686	212%
6755 · Small Equipment	3,891	3,401	490	14%
6765 · Janitorial Supplies	5,267	6,366	(1,099)	(17)%
6770 · Operating Supplies	15,910	14,844	1,066	7%
6775 · Technical Services Supplies	2,214	3,893	(1,679)	(43)%
6780 · Operating Software	535	1,632	(1,098)	(67)%
6960 · Sales of Products		87	(87)	(100)%
6970 · Equipment Lease & Rental	23,649	24,283	(634)	(3)%
Total Operating	289,425	282,671	6,754	2%
Facilities, Grounds & Maint.				
7205 · Maintenance Contracts	14,388	11,223	3,165	28%
7210 · Building Maint & Repairs	8,659	28,730	(20,071)	(70)%
7220 · Landscape	22,950	15,565	7,385	48%
Total Facilities, Grounds & Maint.	45,997	55,518	(9,520)	(17)%
Professional & Technical				
Professional Services				
7125 · Audit and Financial Consulting	67,845	35,966	31,880	89%
7130 · Legal Fees	38,531	82,600	(44,069)	(53)%
7140 · Architectural & Engineering		63,870	(63,870)	(100)%
7145 · Collection Agency		2,005	(2,005)	(100)%
7155 · Consultants - Other	75,361	131,871	(56,509)	(43)%
Total Professional Services	181,737	316,311	(134,574)	(43)%
Information Technology (IT)				
7135 · Technology Consulting		3,500	(3,500)	(100)%
7170 · Telecommunications	9,188	10,086	(898)	(9)%
7175 · Internet Service / E-Rate	45,203	42,264	2,940	7%
7180 · Technology Equipment	30,216	10,425	19,791	190%
7185 · Technology Maintenance Fees	23,761	22,488	1,273	6%
7190 · Website Development	245	361	(116)	(32)%
Total Information Technology (IT)	108,614	89,124	19,490	22%
Total Professional & Technical	290,351	405,435	(115,084)	(28)%
Miscellaneous				
7510 · Miscellaneous Expense	400	597	(197)	(33)%
7540 · Trustee Election	94,298		94,298	100%
Total Miscellaneous	94,698	597	94,100	15,751%
Capital				
7310 · Equipment, Furniture & Fixtures	70,021	23,487	46,535	198%
7320 · Structures & Improvements	366,977	58,482	308,495	528%
7399 · Capitalized Expenditures		(50,756)	50,756	100%
7700 · Depreciation Expense		68,219	(68,219)	(100)%
Total Capital	436,998	99,431	337,567	340%
Total Expense	4,116,790	3,889,330	227,460	6%
Net Ordinary Income	105,095	25,747	79,348	308%
Net Income	105,095	25,747	79,348	308%



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

COMMITTEE: Community Facilities District

MEETING DATE: August 23, 2021

PREPARED BY: Trustee Terry Andrues

LOCATION: Virtual Meeting

The Community Facilities District (CFD) Committee convened via ZOOM at 3:00 pm on August 11, 2021.

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

Doug Anderson presented an overview of the bond issuance process, which will also be presented at full Board Meeting on 8/23/21. He gave a detailed description of the Bond Finance Team members and their roles. In addition to the Library Director and select staff, the Finance Team members now include:

- Municipal Advisor: Urban Futures
- Bond Counsel and Disclosure: BB&K
- Bond Underwriter: Hilltop Securities
- Special Tax Consultant/CFD Administration: NBS
- Fiscal Agent: U.S. Bank

The committee members asked a wide variety of questions related to the bond process. Questions focused largely on the roles of the bond team members, the steps required for issuing the bonds and methods of transparency for the spending of taxpayer money. Doug's presentation was followed by Nora O'Brien, who presented a draft Board resolution to adopt "... procedures and guidelines that are intended to provide a framework of compliance by the Library District with federal securities laws and federal tax laws."

This important compliance document (Resolution No. 2021-4) establishes Library debt policy and disclosure and tax policy. After a thorough Q&A session, the CFD Committee voted to advance the resolution for full Board consideration at the next Board meeting. Nora also gave a brief timeline for the Preliminary Official Statement (POS), which will be ready in the coming weeks. This describes the bond offering to the public and is a necessary step in the issuance process. All business being concluded, the committee adjourned at 4:20 pm.



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

COMMITTEE: Ad-hoc Facilities Committee

MEETING DATE: August 23, 2021

PREPARED BY: Rachlin Partners

LOCATION: Virtual Meeting

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

- a. Community Focus Group – The Committee would like to thank the following individuals and community groups who have volunteered to participate in the Community Focus Group:

Altadena Heritage: Rob Bruce

Altadena Historical Society: Veronica Jones

Altadena Library Foundation: Bridget Brewster

Altadena Library Staff: Viktor Sjöberg

Altadena Town Council: Chris O'Malley

Friends of the Altadena Libraries: Sallie Cruise

There remain two vacant positions for at-large community members.

The committee anticipates holding its first Focus Group meeting by the end of August. The agenda for the initial meeting will include introductions, an overview of the program scope, a timeline of activities, an update of the current status of planning, and an opportunity for input from the group on programming and priorities.

- b. Tier 3 Seismic Evaluation RFP – Six proposals were received and one firm, Holmes Structures, was selected based on criteria including experience, personnel qualifications, and costs. See enclosed scoring matrix and proposal. The committee anticipates having a signed agreement and the project started prior to the Board of Trustees meeting.
- c. RFQ for HazMat evaluation and study – Four responsive proposals were received, and all four were determined by the review panel to be qualified for the pool of consultants:

A-Tech Consulting, Inc.

Atlas Technical Consultants

Group Delta

MECA Consulting, Inc.

The committee anticipates finalizing the initial hazardous material survey scope shortly, at which time fee proposals for the work will be solicited from the consultant pool.

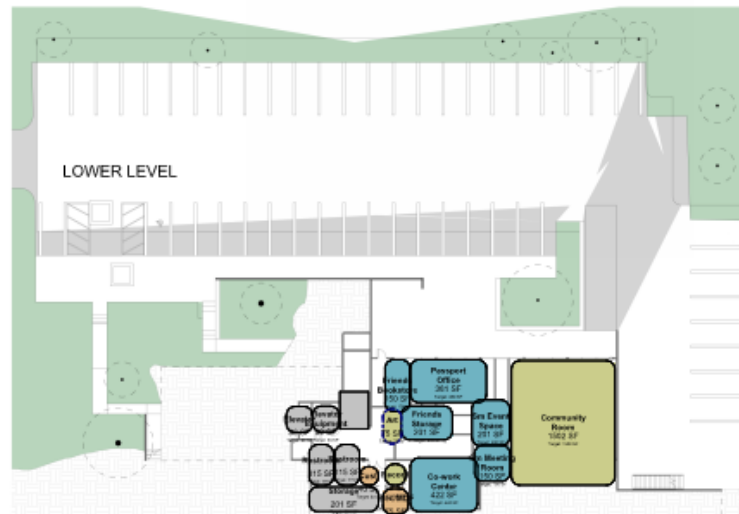
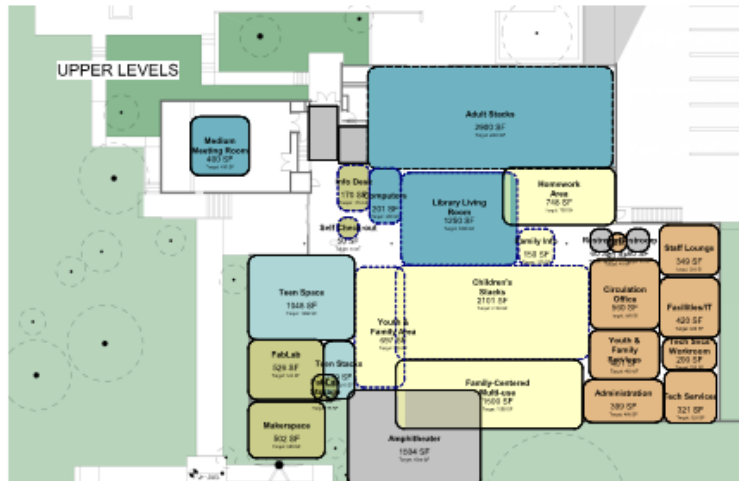
- d. Offsite Facilities – The committee continues to discuss and plan for potential temporary facilities if either library needs to be closed for a significant amount of time during construction we look forward to involving the Community Focus Group in this discussion in the near future.

- e. Programming – The committee has completed its initial programming meetings for both library facilities. Space planning diagrams are enclosed. The following scope items were identified:

Main Library

- Accessibility upgrades
- Health & safety upgrades: seismic, fire alarm, hazardous materials abatement, exterior safety repairs
- Electrical, plumbing, and mechanical systems upgrades throughout
- Exterior repairs: roofing
- Interior reconfiguration throughout the building to better accommodate functional needs
- Vehicular access for deliveries to the northwest end of the upper level
- Exterior activity areas for makerspace, potential amphitheater

PROGRAMMING EXERCISE
July 16, 2021



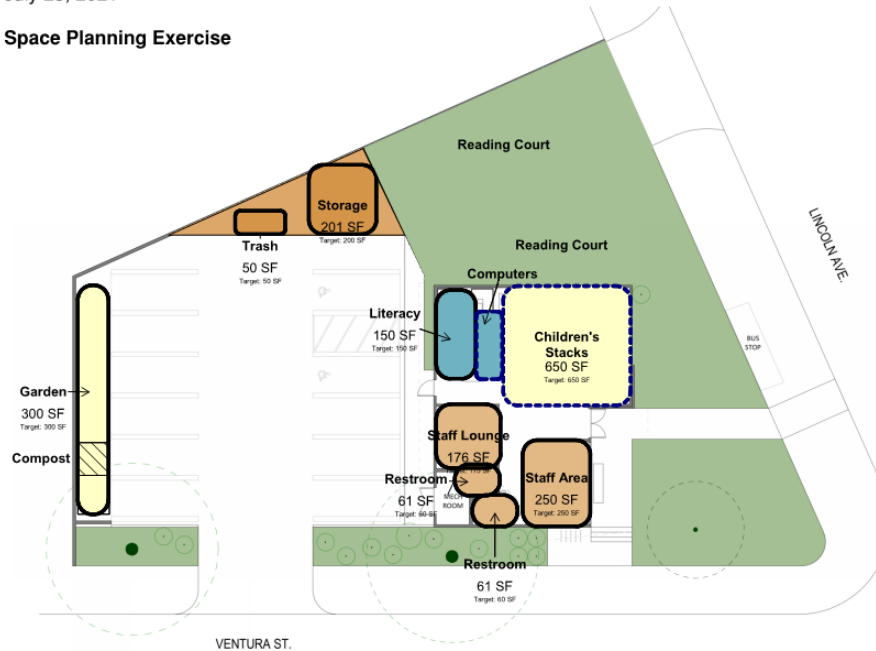
- f. Bob Lucas Memorial Branch

- Accessibility upgrades, including restrooms
- Safety upgrades: fire alarm, exit signs

- Electrical and mechanical systems upgrades throughout
- Exterior repairs/upgrades: roofing, parking lot paving, paint, doors, windows, hardware
- Interior reconfiguration throughout the building to better accommodate functional needs
- Site reconfiguration, including extending the proposed reading court to the north property line and eliminating the driveway off Lincoln Avenue

Programming Meeting
July 23, 2021

Space Planning Exercise



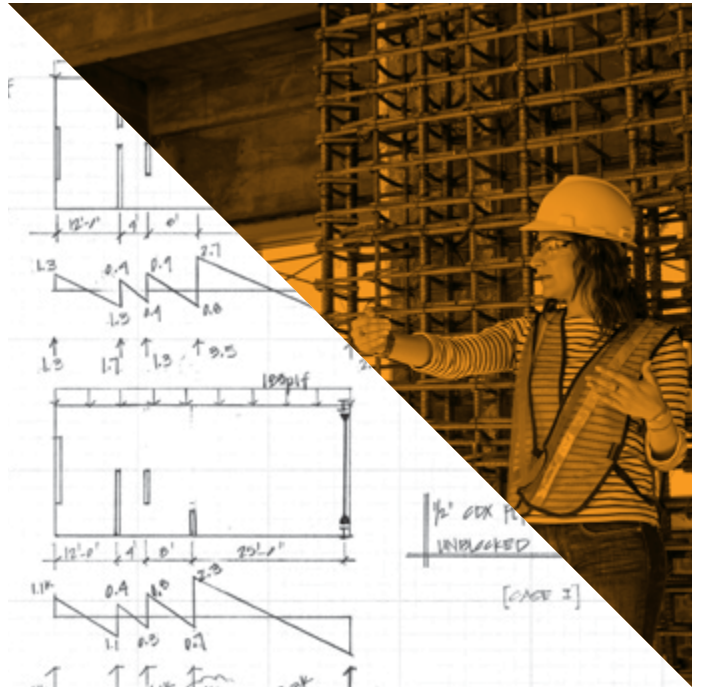
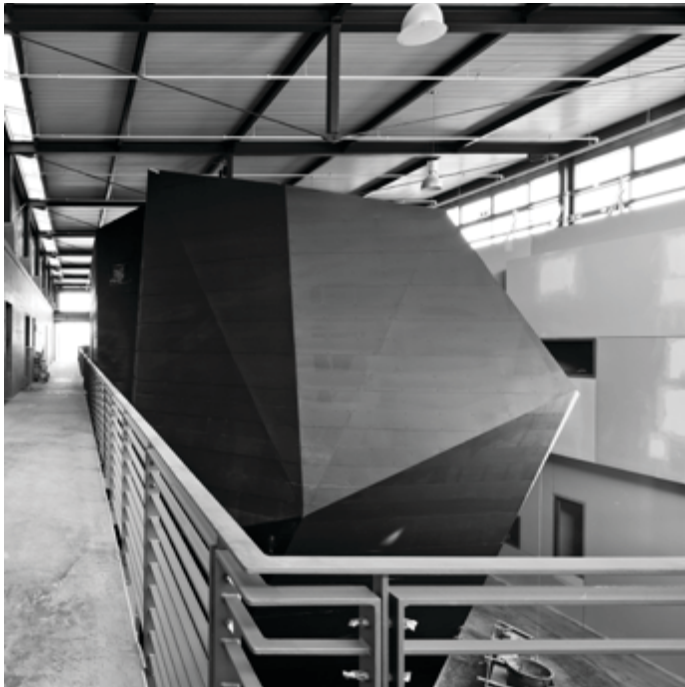
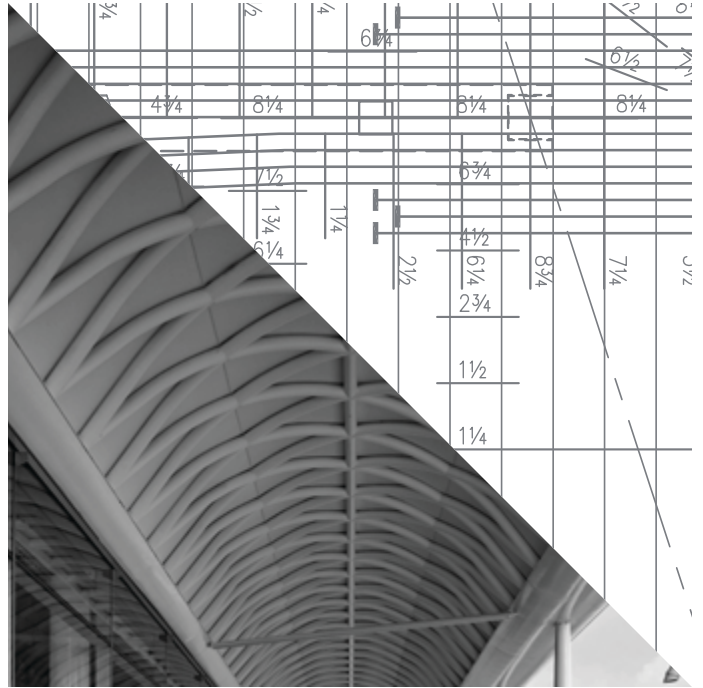
These findings will be shared with the Community Focus Group and feedback will be solicited. Rachlin Partners is developing an updated cost estimate based on the programming discussions.

- RFP for Architectural Services – As the project scopes and budgets continue to be developed, the committee is beginning to draft an RFP for architectural services, with the intent to submit the RFP for Board approval at the September meeting, and issue the RFP by the end of September.
- Coordination with County departments – Rachlin Partners has begun outreach to the County Planning, Department of Public Works, and Department of Building and Safety to discuss issues such as: a desire for diagonal street parking at the Main Library, the possibility of a new driveway on Mariposa for the Main Library, the reduction of parking and potential elimination of a driveway at the Bob Lucas Memorial Branch, and new fire water service for the Main Library.
- Universal Design – The committee is interested in learning more about how the design of the library facilities can enhance the experience of all users, including members of the disabled community. Rachlin Partners is exploring options for bringing a Universal Design consultant into conversations with the Community Focus Group.



TIER 3 SEISMIC EVALUATION SERVICES RFP PROPOSAL SCORING

For this round, please score each proposal out of the total possible points.			Firm: ABSG Consultin	Firm: Hohbach-Lewin	Firm: Holmes	Firm: IMEG	Firm: KPFF	Firm: NOUS
CRITERIA	TOTAL POINTS POSSIBLE	SCORING CONSIDERATIONS	TOTAL POINTS AWARDED	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	Yes
Experience	125	- Provided a list of at least 5 client references that the firm has provided similar services. - Years of experience in providing seismic evaluation services - Disciplinary actions, administrative proceedings, claims, etc. in last 5 years?	93	110	117	93	94	97
Personnel	50	- Have key personnel been successfully involved with projects of similar scope and magnitude?	39	40	49	38	44	42
Qualifications	125	- Demonstrated understanding of the purpose, scope and objective of the services to be performed - Ability and capacity to perform the work (including key personnel committed to project and local presence)	80	102	115	90	85	90
Costs	200	- Pricing schedule is transparent, responsive, and reasonable, including the thorough breakdown of costs	76	181	181	166	159	120
Likelihood of Success	125	-Does the proposer have a high likelihood of success in performing the work with the ALD? -Is the proposer a good fit for the ALD?	56	93	109	81	78	80
TOTAL POINTS	625		344	526	571	468	460	429
		FINAL RANKINGS	6	2	1	3	4	5



Altadena Main Library

Tier 3 Seismic Evaluation Services

600 E. Mariposa Street
Altadena, California

Proposal for Structural Engineering Services

23 July, 2021
21362.10



July 23, 2021

Jennifer Pearson
Program Manager, Rachlin Partners
8640 National Boulevard
Culver City, CA 90232

RE: Altadena Main Library, Tier 3 Seismic Evaluation Services

Dear Ms. Pearson,

It is with great enthusiasm that Holmes submits our proposal to provide Tier 3 seismic evaluation services for the Altadena Main Library. Having completed the initial Tier 1 seismic evaluation for the library in 2020, we see it as an exciting opportunity to build upon our successful work and provide a beneficial continuity of services for the Altadena Library District (ALD). In the preparation of this proposal, our team has reviewed all RFP documents¹ listed below. We fully understand the scope of services set forth in the RFP and are confident in our abilities to provide the necessary services for the project.

Holmes is an industry leader in the seismic evaluation and retrofit of existing structures. Approximately half our work involves existing building evaluations and renovations. In addition, we are actively involved in the development of standards and guidelines for the evaluation and retrofit of existing buildings, including ASCE 41. We have successfully completed seismic evaluations for all kinds of buildings for a variety of clients, including local and federal government, institutions, building owners, and utilities. As an industry advocate of resiliency, Holmes has utilized the ASCE 41 methodology to perform evaluations and design retrofits, and to help clients implement cost-effective programs to make their buildings safer.

We have reviewed the RFP, including the Altadena Library District Professional Services Agreement. Holmes requests to amend the following sections as such.

- Amend Section 13.B. – “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~~ appropriate standard practices.”
- Holmes requests that a limit of liability, proposed at five times the agreed fee, be incorporated into the terms of the contract.

We are excited by the prospect of building upon the strong working relationship between Holmes and the ALD. Should you have any questions during the proposal review process, please do not hesitate to reach out. Thank you for your time and consideration.

Sincerely,



Nina Mahjoub
PRINCIPAL

¹Tier 3 Seismic Evaluation Services RFP.pdf, Tier 3 Seismic Evaluation Services - Addendum 1.pdf



Table of Contents

01 Experience	04
02 Personnel	09
03 Qualifications	15
04 Cost	24

01 Experience

1.0 Experience

FIRM NAME

Holmes

MANAGING PRINCIPAL

Nina Mahjoub
Nina.Mahjoub@holmes.us
T: (424) 202-1571

ADDRESS

523 W 6th St #1122
Los Angeles, CA 90014

SEISMIC EVALUATION BACKGROUND

With over 50 years in business as an international structural engineering firm, Holmes has experience in the detailed application of all relevant codes and have participated in the development of numerous building codes.

Throughout its history our firm has focused on the evaluation and mitigation of existing structures in high seismic regions. **Our experience performing seismic evaluations in the United States stretches back 20+ years.** We have completed retrofit projects throughout California, Oregon, and Utah. Holmes engineers have been involved in post-earthquake reconnaissance, recovery and repair following the recent earthquakes affecting Christchurch and Wellington in New Zealand, the Napa Earthquake in California, and the Mexico City earthquake in 2018.

In addition, several of our principles are voting members of ASCE 41 development committees, and involved in local existing building committees through SEAOSC and SEAONC. Nina Mahjoub, proposed Principal-in-Charge of this project, is a Board Member of SEAOSC. We are deeply involved in shaping how the engineering community evaluates existing structures. Holmes is committed to improving the resilience of our communities through robust and efficient engineering solutions.

FIRM SIZE

78

REGISTRATION STATUS

Holmes is registered and licensed to perform business in the states of Oregon, California, and Washington.

PROFESSIONAL AND CIVIC INVOLVEMENT

Holmes finds a deep sense of purpose and pride in our contributions to the field of structural engineering at-large. Our professional and civic involvement has spanned risk assessment for FEMA in the wake of seismic events, the development of building codes for local jurisdictions including the City and County of Los Angeles and the Port of San Francisco, the preservation of historic structures that build a city's character, and the implementation and installation of public art works. As an international firm, we have a vested interest in making a difference on the global scale as well: Holmes participated in the Earthquake Engineering Research Institute's Reconnaissance program to study the impact of the Amatrice earthquake in central Italy, and we opened an office in the Netherlands in response to increased seismic activity and structural damage in the region.

LITIGATION

Holmes is not undergoing any pending or contemplated legal proceedings, nor has the firm been involved in any pending or contemplated legal proceedings within the last five years, related to business activities involving the Company, any current or former Affiliates, or any current and former Principals.

References



RICHARD YEN

Founding Principal, Richard Yen & Associates
4747 Morena Boulevard, Suite 101
San Diego, CA 92117
(619) 224-3605

Reference Project: Confidential Utility Portfolio

Services: ASCE 41-17 Tler 1, 2, and 3 services for over 20 buildings

Project Dates: 2018 - Present



ROB WALLACE

Associate Director of Building Rehabilitation, Presidio Trust
103 Montgomery Street
San Francisco, CA 94129
(415) 693-1600

Reference Project: The Presidio, Buildings 101, 103

Services: Seismic strengthening using Fiber-Reinforced Polymers (FRP) to provide stability to the existing unreinforced brick masonry walls

Project Dates: 2008 - 2010



STEVE SIMONSON

Senior Project Manager, Portland Public Schools
501 N Dixon Street
Portland, OR 97227
(503) 916-2000

Reference Project: Lent (K-8) School, Portland, OR

Services: ASCE 41 seismic evaluations, used for a state grant application, for multiple buildings on a campus in the Portland Public Schools district

Project Dates: 11/2019 - 1/2020



MELISSA ANGELES

Senior Engineering Technician, City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117
(805) 690-5122

Reference Project: Goleta Community Center

Services: Full seismic retrofit design of the historic Goleta Community Center

Project Dates: 4/2019 - 9/2019



MICHAEL SIMMONS

Project Manager, Michael Simmons Property Development
2370 Market Street, Suite 458
San Francisco, California 94114
(415) 845-5527

Reference Project: Midtown Park Apartments

Services: Voluntary ASCE 41 evaluation and improvements to six existing buildings and design of a new community center

Project Dates: 1/2019 - 9/2020

Licenses

Business License

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX			ISSUED: 5/13/2019	
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0002840903-0001-4	L049	Professions / Occupations	7/1/2015	Active



ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

ISSUED BY:
Clavi Bartels
DIRECTOR OF FINANCE

ISSUED TO:
HOLMES STRUCTURES
NENNETTE STEGMANN
523 W 6TH ST STE 1122
LOS ANGELES CA 90014-1219

523 W 6TH STREET SUITE #1122
LOS ANGELES, CA 90014-1219

"No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner."

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - Office of Finance, P.O. Box 53200, Los Angeles CA 90053-0200

FORM 2000 (Rev 11/15) IMPORTANT - READ REVERSE SIDE



BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

LICENSING DETAILS FOR: 78947

NAME: MAHJUB, NINA AZADEH
LICENSE TYPE: CIVIL ENGINEER
LICENSE STATUS: CLEAR

ADDRESS
21409 BURBANK BLVD 114
WOODLAND HILLS CA 91367
LOS ANGELES COUNTY
[MAP](#)

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS

THE GREAT SEAL OF THE STATE OF CALIFORNIA

This Is To Certify That Pursuant
To The Provisions of Chapter 7, Division 3 of the Business and Professions Code

Dion James Marriott

IS DULY CERTIFIED AS A

Structural Engineer

In The State of California, and Is Entitled To All the Rights and
Privileges Conferred In Said Code

WITNESS OUR HAND AND SEAL

Certificate No. **S 6749**

This 21st day of June, 2019, at Sacramento, California.

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS


Richard B. Moore, P.L.S. – Executive Officer

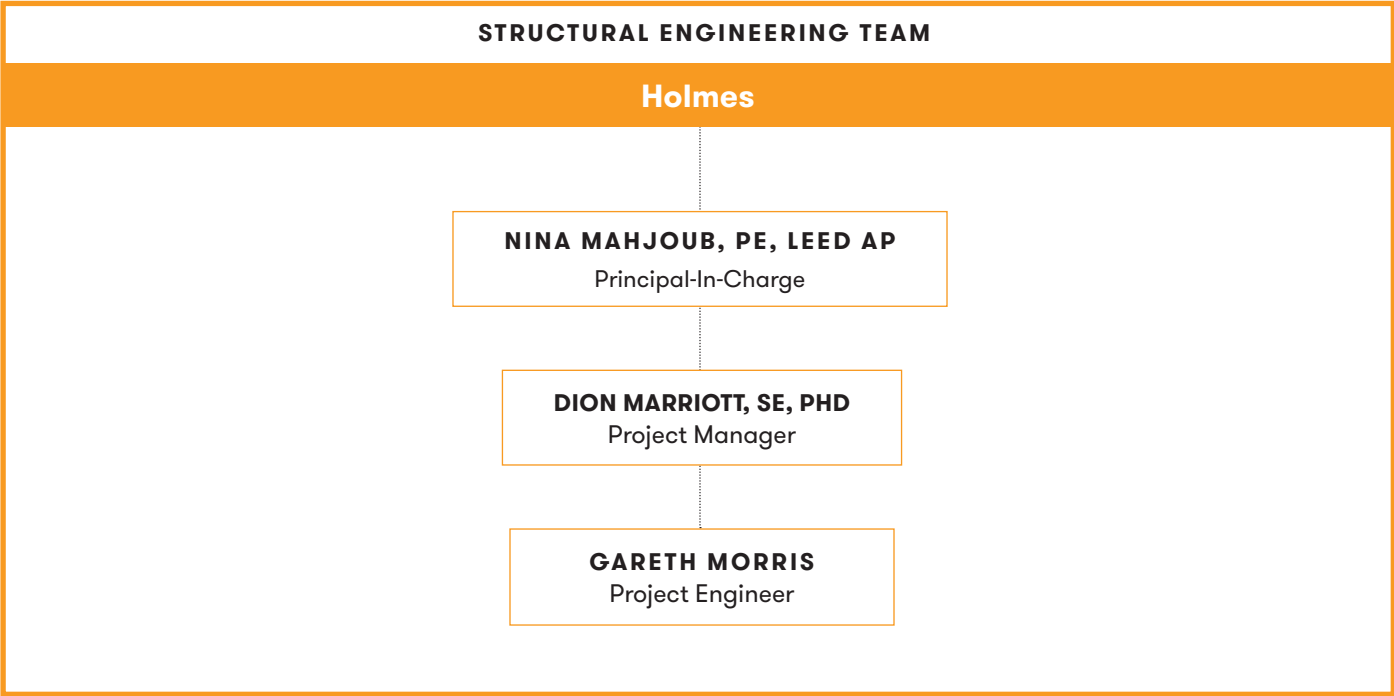
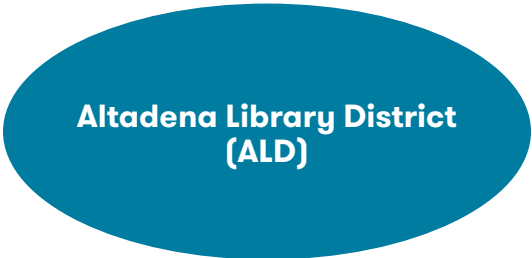

Mohammad Qureshi, P.E. – Board President

DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

THIS CERTIFICATE IS THE PROPERTY OF THE STATE OF CALIFORNIA. IN THE EVENT OF ITS SUSPENSION, REVOCATION, OR INVALIDATION FOR ANY REASON IT MUST, UPON DEMAND, BE RETURNED TO THE BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS.

02 Personnel





ROLES AND RESPONSIBILITIES



Nina Mahjoub, PE, LEED AP // Principal

Role on Project: Principal-in-Charge

Nina will take overall responsibility for the evaluation and delivery of Holmes's work product. At the start of the project, she will meet with all stakeholders to ensure Holmes understands all the project goals. Nina will provide input throughout the evaluation phases and maintain a constant involvement with the project to ensure its successful completion.



Dion Marriott, SE, PHD // Senior Engineer & Technical Director

Role on Project: Project Manager

Dion will be the project manager and day-to-day point of contact for Altadena Library District. He will coordinate all internal resourcing required to achieve the required deliverables and meet the project schedule. Dion has successfully completed many structural evaluations in the Southern California area, ranging in building size and material.



Gareth Morris // Project Engineer

Role on Project: Project Engineer

Gareth will be the lead design engineer for Holmes. Gareth will undertake a significant portion of the evaluation scope. He will be responsible for site visits, providing site observations, evaluating the structure using ASCE 41 methodology, and preparing the final evaluation report.

Nina Mahjoub, PE, LEED AP

Principal

T: 213 293 1782
523 West 6th Street Suite 1122
Los Angeles, California 90014
nina.mahjoub@holmesstructures.com



Nina leads the Holmes Structures Los Angeles office. She is experienced in a variety of new building construction projects but likes to focus on the seismic strengthening and structural changes to existing structures. Nina completed the seismic retrofit of 140 New Montgomery, one of the tallest historic preservation seismic retrofits. During the height of the project, she was on site full-time for three months. Nina recently obtained one of the first non-ductile concrete building retrofit permitted under the newly adopted Los Angeles ordinance. Nina is committed to the preservation of historic structures. She obtained a Masters in World Heritage & Cultural Projects for Development through UNESCO in 2015.

Her expertise in high performance structures and the preservation of historic buildings has been invaluable in the analysis and design of seismic retrofit solutions for numerous seismic retrofit designs. Nina joined Holmes Structures in 2011, after working in New York City on a multitude of structural retrofits and renovations.

EDUCATION:

Master of Engineering, High Performance Structures Massachusetts Institute of Technology

Master in World Heritage & Cultural Projects for Development Universita de Torino and UNESCO

Bachelors of Science, Civil Engineering University of California, Los Angeles

LICENSES:

Registered Civil Engineer, State of California License No. C78947

U.S. Green Building Council, LEED AP

PROFESSIONAL AFFILIATIONS:

Board Member, Structural Engineers Association of Southern California (SEAOSC)

USGBC, Los Angeles Chapter

The Association for Preservation Technology International

California Preservation Foundation

CREW-LA

UCLA Alumni Southern California

MIT Club of Southern California

Altadena Main Library // Altadena, CA

22,000 SF, Seismic Evaluation, Civic

Holmes performed an ASCE 41-17 Tier 1 evaluation of the Main Library, reviewed architectural conceptual plans and provided feedback on structural impact and opportunities to coordinate interdisciplinary upgrades. Engineers recommended additional evaluation in the form of a Tier 3 assessment, with the possibility of a future seismic retrofit.

Westside Neighborhood School // Los Angeles, CA

22,000 SF, Seismic Retrofit, Education and Recreation

Conversion of former steel, timber and masonry warehouse into a gym, child care center, and classroom/maker space. Significant design changes were required to remove steel columns to allow for the open gymnasium and seismic strengthening to accommodate the new use.

Brentwood Public Library // Brentwood, CA

22,500 SF, New Construction, Education/Community

A new two-story library which features an exposed Cross-Laminated Timber ceiling and exposed steel framing. The facility provides book storage as well as community engagement activities.

The MacArthur // Los Angeles, CA

190,000 SF, Historic Renovation and Seismic Retrofit, Mixed Use

Full seismic retrofit of an art deco, 1920's historic-cultural monument to satisfy the Los Angeles non-ductile concrete ordinance. Implementing performance-based engineering to minimize impact on historic components and to optimize the capacity of the existing structure, including the 2003 partial retrofit.

UCLA Nimoy Theater // Los Angeles, CA

7,500 SF, Renovation, Education

Full seismic retrofit and renovation of a 1940s movie theater to host interdisciplinary performances for CAP UCLA. Since the building is listed as a Historic-Cultural Monument by the City, structural strengthening for lobby and theater modifications will accommodate the building's defining historic fabric.

Goleta Community Center // Goleta, CA

22,000 SF, Seismic Retrofit, Education, Civic

Full seismic retrofit for the former Goleta Union School, which now provides local community meetings, classes, and activities for the adult and youth communities. The Building is eligible to be listed on the National Register of Historic Places and, as such, careful consideration is given to the proposed retrofit to limit disruption to historic fabric.



Originally from New Zealand, Dion has been working with structural engineering and seismic design for over a decade. He completed his doctorate in seismic design focusing on advancing the design of post-tensioned rocking systems. Dion's design experience covers a vast breadth of project types including new structures as well as the retrofit and assessment of existing buildings. While predominately involved with building structures, Dion's expertise also extends to bridge design, designing a number during his career. His deep technical knowledge and practical experience strengthen his project designs.

Dion was directly involved with post-earthquake building evaluations following the 2017 Mexico City, 2013 Wellington and 2011 Christchurch earthquakes. He is an active member of the Holmes Technical Development Group, which identifies and develops in-house technical improvements, disseminating the advancements through the group. He is also a voting member of the existing building committee of SEAOSC.

LICENSES

Registered Civil Engineer,
State of California License No. C85079

Chartered Professional Engineer
(CPEng. 1006056)

International Professional Engineer
(IntPE(NZ))

EDUCATION

Ph.D. Seismic Design
University of Canterbury, New Zealand

B.E. (Honours 1st class), Civil Engineering
University of Canterbury, New Zealand

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of
California (SEAOSC)

SEAOSC Existing Building Committee
(Voting Member)

SEAOC Resilient Design Committee
(Participating Member)

ASCE7-22 Main Committee
(Associate Member) + Seismic Sub-
Committee (Task Group Member)

SEAOSC Existing Building Committee
Nonductile Concrete Building Design Guide

SEAOSC Strengthening Our Cities Summit
Organization Committee

Wilshire Ocean Terrace // Los Angeles, CA

110,000 SF, Structural Evaluation, Multi-Family Residential

Working with the homeowners association to fulfill the requirements of the City of Santa Monica seismic safety ordinance. Provide valuable information related to the vulnerabilities and potential remediations to improve the seismic performance of the structure.

Wilshire Royale // Los Angeles, CA

154,000 SF, Seismic Evaluation and Analysis, Multi-Family Residential

Evaluation of a twelve-story Beaux Arts luxury apartment building using an ASCE-41 procedure that assessed its overall life safety. Included in-depth analysis of the building to reveal its inherent strengths and pinpoint areas of significant weakness.

Caltex, The Kerckhoff Marine Lab // Corona Del Mar, CA

11,000 SF, Seismic Retrofit, Education

Designed to preserve and restore this historic ocean-side research facility of 1925, as well as the aging adjacent residential building added in 1965. Careful planning of the renovation provides needed seismic strengthening and restoration of historic elements.

AltaSea // Port of Los Angeles, CA

60,000 SF, Historic Preservation & Seismic Retrofit, Marine

Seismic retrofit of existing pier structure and warehouse shed to house multi-campus marine biology research center. A new facility on site will hold research water tanks, an educational center and public assembly spaces.

1305 Second Street // Santa Monica, CA

25,000 SF, Seismic Retrofit, Commercial

Full seismic retrofit of an unreinforced brick masonry building from 1914 for a creative office space. The design includes a low impact scheme with renovations kept within the existing building envelope and maintaining the original window layout.

419 S. Spring Street // Los Angeles, CA

120,000 SF, Historic Renovation and Seismic Retrofit, Seismic Retrofit, Hospitality

Full seismic retrofit of historic 14-story tower built in 1927, to be converted to a luxury hotel. Major changes include change in occupancy, removing and replacing ramps and a new multi-floor light-well.

MacArthur Hotel // Los Angeles, CA

190,000 SF, Historic Renovation and Seismic Retrofit, Mixed Use

Full seismic retrofit of an art deco, historic-cultural monument to satisfy the Los Angeles non-ductile concrete ordinance. Implementing performance-based engineering to minimize impact on historic components and to optimize the capacity of the existing structure.



Gareth Morris

Project Engineer

T: 213 634 3780
523 West 6th Street Suite 1122
Los Angeles, California 90014
gareth.morris@holmes.us



As a Project Engineer with the Holmes Los Angeles team, Gareth brings an efficient and thorough work ethic to all of his projects. Originally from New Zealand, he has developed a diverse portfolio of projects with an emphasis on seismic evaluations and improvements to existing buildings. Gareth began his professional career dedicated to the response to the damaging 2010-2011 Canterbury Earthquake Sequence and working through the seismic evaluations and seismic retrofit of reinforced concrete and masonry buildings in Christchurch.

His experience in working on high importance buildings means he understands how higher levels of building performance can mitigate seismic risk. Gareth collaborates with building owners to understand their needs, and to develop feasible retrofit solutions that meet the performance targets. Outside of his projects, Gareth participates in SEAOC working groups specifically focused on resilience, and improving post-earthquake re-occupancy and functional recovery.

EDUCATION

Master of Earthquake Engineering
University of Canterbury

Bachelor of Engineering (1st Class Hons)
Civil Engineering
University of Canterbury

PROFESSIONAL AFFILIATIONS

Industry Affiliate, QuakeCoRE Ground
Motion Simulation

Member, Engineering New Zealand (ENZ)

Member, Structural Engineering Society of
New Zealand (SESOC)

Member, New Zealand Society for
Earthquake Engineering (NZSEE)

Former Christchurch Regional Chair of
NZSEE

SCE Alhambra // Los Angeles, CA

80,000 SF, Seismic Evaluation, Retrofit, Utility

Seismic Evaluation of Essential Risk Category IV buildings (constructed in 1950-1960s) against the Immediate Occupancy performance level, defined by ASCE 41-17, and using Tier 1 and Tier 2 procedures as part of a voluntary seismic evaluation and retrofit program and master planning initiative, involving a large portfolio of buildings and large number of stakeholders involved with the asset management.

El Bethel Arms // San Francisco, CA

200,000 SF, Seismic Evaluation, Retrofit, Multi-Family Residential

Seismic Evaluation of 3 existing residential towers (ranging from 5 to 13 story) which are older concrete and reinforced masonry structures that were constructed early 1970s. This voluntary evaluation follows the Basic Performance Objective for Existing Buildings (BPOE) defined in ASCE 41. Tier 1 initial screening was completed to prioritize the next phases of the evaluation and confirm approach using Tier 2 and 3 procedures. Concept retrofit design will be developed, with the building owners and tenants needs in mind, as the complex provides affordable housing to seniors living in in San Francisco.

180 Montgomery // San Francisco, CA

345,000 SF, Seismic Evaluation, Retrofit, Commercial

Seismic performance and risk assessment of a 25-story building that provides A-grade office space in San Francisco's financial district. Evaluation of the existing pre-Northridge Steel Moment frame structure was based on ASCE 41 Tier 3 procedures, with Nonlinear Dynamic Analysis used for systematic evaluation of the building. The evaluation report included {3} preliminary retrofit options, as well as Probable Maximum Loss assessment of the existing and retrofit structure per the FEMA P-58 seismic loss assessment methodology.

Wilshire Ocean Terrace // Los Angeles, CA

110,000 SF, Structural Evaluation, Multi-Family Residential

Working with the homeowners association to fulfill the requirements of the City of Santa Monica seismic safety ordinance. Provide valuable information related to the vulnerabilities and potential remediations to improve the seismic performance of the structure.

Goleta Community Center // Goleta, CA

22,000 SF, Seismic Retrofit, Education, Civic

Full seismic retrofit for the former Goleta Union School, which now provides local community meetings, classes, and activities for the adult and youth communities. The Building is eligible to be listed on the National Register of Historic Places and, as such, careful consideration is given to the proposed retrofit to limit disruption to historic fabric.

03 Qualifications

Project Understanding

Holmes Structures is excited to respond to the Altadena Library District's RFP requesting ASCE 41 Tier 3 services for the Altadena Library as recommended by our Tier 1 report issued in 2020. Holmes has experience with the building, and working with the district, from development of the Tier 1 evaluation and look forward to continuing this relationship into the next phases of remediating this important structure for the community. We understand that the district would like to discuss potential higher performance objectives and agree with this approach to both increase the building's role in community resiliency, as well as expanding the building's role in emergency response. We have experience with these conversations with clients in many different business sectors and context, and look forward to bringing this experience to this project.

The Altadena Library is an existing two-story building with a mezzanine structure designed and constructed circa 1965. The floor and roof system is comprised of a combination of steel and wood joists spanning to steel beams supported by concrete columns, steel posts, or CMU walls. The Tier 1 evaluation identified several common deficiencies for a building of this construction and vintage, including inadequate wall anchorage and roof diaphragm transfer issues. The Tier 1 also identified more unique deficiencies to this building's unique configuration, including load path and vertical irregularities associated with the discontinuous lateral elements. The retrofit strategies laid out in our original report provide a strong basis to move into Tier 3, but we will work with the district to identify best retrofit configurations considering the building's occupancy.

We approach our analysis with a collaborative spirit, and look forward to discussing different target outcomes early in the project before finalizing a retrofit concept. From our experience, we typically layout a Tier 3 evaluation with the following scope of work, but are open to discussion to meet the district's expectations.

POTENTIAL AREAS TO ADD VALUE

- 20+ years of experience evaluating existing buildings, including with ASCE 41.
- Holmes actively participates in the development of ASCE 41, including voting participation in committees.
- Holmes has an established working relationship with the Altadena Library District.
- Holmes has an understanding of the building's strengths and deficiencies, having completed the 2020 Tier 1 Seismic Evaluation for the Altadena Main Library.

SCOPE OF SERVICES

Holmes will evaluate the building using the ASCE 41 Tier 3 Linear Dynamic Procedure (LDP). The Tier 3 approach is a systematic evaluation of the building intended to evaluate the full building's capacity to resist earthquake demands.

- Review available documentation for the building, including information provided by the Client and publicly available seismic hazard data.
- Meet with the Client to discuss target project goals and outcomes (assumed single meeting). During this meeting it is assumed that a decision will be made for the target Performance Objective (Risk Category II or Risk Category IV). Anticipated fee to evaluate at Risk Category IV is included as an add alternate.
- Perform a site visit to the building. The purpose of the site visit will be to verify existing documentation, observe key structural components, and verify overall structural condition and integrity. Non-structural elements will also be assessed.
- Use the ASCE41 Tier 3 procedure to evaluate the structural seismic performance of the existing building against the structural Basic Performance Objective for Existing Buildings (BPOE) for a Risk Category II building, unless a different performance objective is decided by the Client. The Tier 3 evaluation will include development of 3D structural model and Linear Dynamic Procedure (LDP) analyses.
- Use the ASCE 41 Tier 3 procedure, as well as guidance from FEMA E-74, to evaluate typical non-structural deficiencies to determine appropriate mitigation approaches. The non-structural evaluation will not attempt to quantify all non-structural items in the building, but rather identify typical issues, as well as specific critical hazards.
- Develop high-level conceptual sketches showing retrofit measures needed for the structure to comply with the BPOE. The sketches will be sufficiently detailed to allow preliminary pricing by a suitably experienced General Contractor or Cost Estimator.
- Provide a ROM cost estimate for the proposed retrofit scope. Note this will be provided by a cost estimator.
- Present the findings of the Tier 3 procedure, the conceptual retrofit sketches, and ROM estimate in a report format.

- Attend a final meeting with the Client to discuss findings, the retrofit concept, and recommendations for next steps. This will be presented in a PowerPoint or similar format presentation which will be submitted as a PDF after the meeting.

The deliverable for this task will be the report described above as well as a summary presentation in PDF format. The report will contain a summary confirmation of Tier 1 findings, the results of the Tier 3 analysis, and a high-level description of the retrofit concepts. The proposed retrofit measures will be presented in appended PDF plans including plans and representative details with conceptual level information.

The above scope would also be appropriate for a higher Performance Objective (i.e., Immediate Occupancy), but would require additional effort. A cost for this additional effort has been included in the RFP response.

We look forward to continuing our collaboration with the district to increase the resiliency of this important structure.

ASSUMPTIONS AND EXCLUSIONS

This proposal has the following assumptions and exclusions:

- Assumes that there will be complete and unrestricted access to the building and site.
- Assumes that any intrusive openings, or material testing, required for structural investigation will be opened and repaired by a contractor provided by the Client. Intrusive investigation and material testing not anticipated for Risk Category II but may be part of a Risk Category IV scope.
- Assumes the retrofit is being developed as voluntary per the California Existing Building Code.
- Excludes a detailed review of geological conditions, hazards, or any other geological data.
- Excludes review of existing site utilities or any identification of vulnerabilities or hazards related to utilities.
- Excludes development of as-built documentation
- Excludes preparation of documents (drawings, specifications, calculations) for Building Permit submittal or Construction.

Past Relevant Projects



Preliminary Read Of a Community Treasure

Altadena Main Library

Designed by famed architect Boyd Georgi and built in 1967, the Altadena Main Library provides literary and educational services to Altadena residents and surrounding communities. The two-story mid-century modern building is a relatively complex structure for its size, with a reinforced masonry shear wall system, a tiered roof, and a partial height lower level.

Location: Altadena, CA

Size: 22,000 SF

Completion: 2020

Holmes was commissioned by Architectural Resources Group (ARG) to perform an ASCE 41-17 Tier 1 evaluation of the Main Library. Our engineers reviewed architectural conceptual plans and provided feedback on structural impact and opportunities to coordinate interdisciplinary upgrades. Holmes's final structural evaluation report summarized the results of the assessment and indicated that the building's seismic deficiencies were significant and needed further review. In lieu of a Tier 2 assessment, engineers recommended additional evaluation in the form of a Tier 3 assessment, with the possibility of a future seismic retrofit.

Architect:
Architectural Resources Group



Ensuring Safety of Services

Holmes is a key participant in a major utility company's voluntary seismic retrofit program, which evaluates buildings in their portfolio under the ASCE 41 Tier 1 and Tier 2 methodology. Typical projects include multi-story office buildings, service centers, maintenance facilities, garages, and regional control centers.

For each project Holmes performs a site visit, reviews available documentation, and provides a Tier 1 analysis report with a follow up presentation. If warranted, the evaluation continues to Tier 2 to confirm deficiencies. Conceptual retrofit plans are provided after the Tier 2 intended to be priced by an experienced cost estimator. Projects after the ASCE 41 assessment are carried through into retrofit design and construction. To date Holmes has completed evaluation of over 20 buildings under this program.

Confidential Utility Portfolio

Location: Southern California

Number of Buildings: 20+

Evaluation Approach:
ASCE 41 Tier 1 and 2

Collaborators:
Richard Yen + Associates
Cumming



Wilshire Ocean Terrace

A Preliminary Seismic Prognosis

Wilshire Ocean Terrace is an existing six-story condominium building located blocks away from Santa Monica's vibrant oceanfront attractions. Under the seismic safety ordinance for non-ductile concrete buildings, the City of Santa Monica has deemed the structure as potentially vulnerable, requiring further assessment. The city's concern of non-ductile concrete buildings safety is based on the knowledge that these types of structures are likely to be damaged or collapse during an earthquake.

Holmes Structures is working with the homeowners association to fulfill the requirements of the ordinance. In addition, Holmes provides valuable information related to the vulnerabilities and potential remediations to improve the seismic performance of the structure.

Holmes' process includes conducting a Tier I evaluation to identify key deficiencies and determine which additional evaluations are necessary. Holmes reviews original drawings and site information to expose possible deficiencies in conflict with the City's seismic strengthening ordinance. A full Tier 1 Evaluation Report, in accordance with ASCE41, summarizes results and provides next-step recommendations. In addition to meeting the city's requirements, the homeowners association will decide which recommendations they will follow through in construction based on desired resiliency, budget and phasing.

Location: Santa Monica, CA

Size: 110,000 SF

Completion: 2019



At the Cross Section of Community

The City of Brentwood's new public library serves as a central community hub, located just steps from City Hall. This project has paved the way for the innovative use of Cross-Laminated Timber (CLT), a material gaining traction in the US for its inviting aesthetic and sustainable qualities. Holmes provided structural design for the project.

Holmes met the architect's request to use CLT (FOG Studio was the first architectural firm to use CLT in California and sought to push the material's potential). ~21,300 SF of CLT panels were rapidly crane-dropped into place within seven days. A CLT diaphragm on the roof and floor plates uses plywood splines and screws to drag an earthquake's lateral load into steel moment-resisting frames. Additionally, a double-height space over the lobby draws visitors' gazes to an exposed CLT ceiling and exposed steel framing.

The two-story main building includes a children's area and storytime nook on the ground floor as well as additional library space on the upper level. The main building is organized around a central double-height space with a feature stair. There is also a seismically separate one-story community room adjacent to the main building. Areas are connected with a central exterior courtyard featuring plants native to California, in filtration planters, to help with storm water mitigation.

Public Library

Location: Brentwood, CA

Size: 22,500 SF

Cost: \$11M

Completion: 2018

Panel Installation: Seven days

Architects: FOG Studio
Mark Davis Design

Contractor:
Lathrop Construction

Mass Timber Supplier:
Structurlam



Goleta Community Center

Revitalizing a Historic Community Resource

For more than 50 years, Goleta Union School operated as a local high school until its closure in 1976. In 2013, the City of Goleta purchased the property and leased it to the Goleta Valley Community Center (GVCC), a California nonprofit which today provides residents with community meetings, classes, and activities. The complex is comprised of three structures which include the community center and two classroom buildings.

In 2016, the City of Goleta commissioned Page & Turnbull to perform a historic resource evaluation of the Community Center and educational buildings. The evaluation concluded that the community center is eligible to list in the national or state historic resource registries.

Holmes Structures will provide a full seismic retrofit design of the community center, which will include initial document research of past studies and reports on the existing structures, field investigation, and design calculations.

Location: Goleta, CA

Size: 22,000 SF

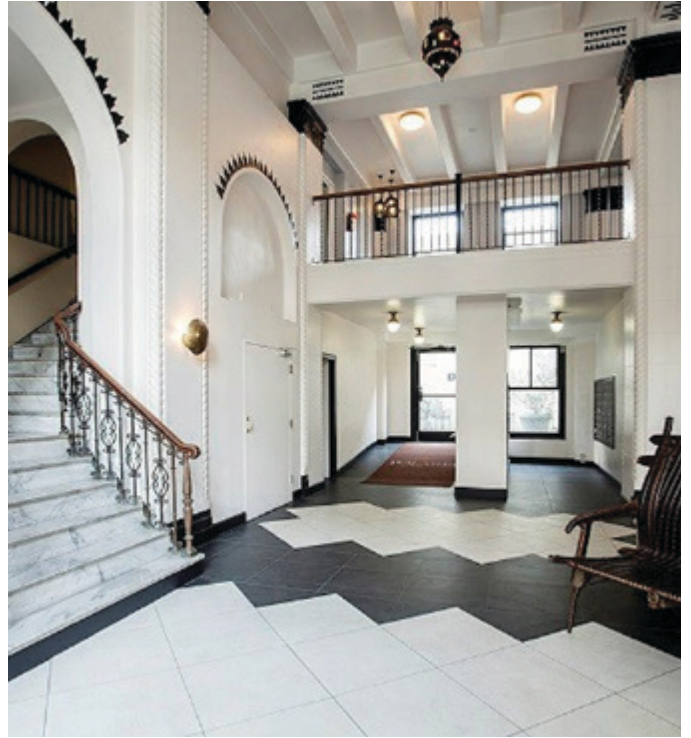
Cost: \$95,000

Completion: 2019

Architect: Page & Turnbull

Cost Estimation: Cumming

Owner: City of Goleta



Assessing Beaux Arts Apartments on Wilshire

Wilshire Royale

Wilshire Royale is a twelve-story Beaux Arts luxury apartment building at the junction of Wilshire and Rampart Boulevards, steps from important civic institutions (such as the Housing Authority of the City of Los Angeles) and the popular Wi Spa. Originally constructed in 1927 as a jewel of the MacArthur Park neighborhood, Wilshire Royale is listed as a historic cultural monument of the City of Los Angeles. Altogether, Wilshire Royale furnishes 193 apartment units ranging from studio to two-bedroom layouts. Its defining neoclassical features include patterned marbled floors, gilded columns, and dramatic staircases.

Location: Los Angeles, CA

Size: 154,000 SF

Completion:

Seismic Evaluation - 2019

Seismic Analysis - 2019

Owners:

M West Holdings

Polaris Property Management

The structure falls under the Los Angeles Non-Ductile Concrete Ordinance, requiring the mandatory evaluation of all pre-1978 concrete buildings in the city. The building owner engaged Holmes Structures to evaluate Wilshire Royale using an ASCE-41 procedure that assessed its overall life safety. The evaluation was followed by an in-depth analysis of the building's existing, predominantly non-ductile and reinforced concrete structure through Performance-Based Engineering. In addition the building contains unreinforced masonry elements including terracotta hollow-clay-tiles (HCT) partitions. Holmes Structures ran the building's existing structural layout through state-of-the-art computer modeling to reveal its inherent strengths and pinpoint areas of significant weakness. If deemed necessary for ordinance compliance, Holmes Structures will provide the owner with a concept retrofit scheme and initial cost estimations.

04 Cost

**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:

Base Risk Category II: \$27,500 Engineering Fee
\$12,000 Cost Estimator
\$39,500 Total

b. Reimbursable Costs:

Assume maximum \$200. Note expenses submitted with
1.125x mark up.

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

Added fee for additional structural concepts: \$8,865
Added fee for Risk Category IV Evaluation: \$12,000 to
\$16,000 depending on final agreed scope.

This proposal submitted by: Holmes Structures
Company Name


Address: 523 W. 6th Street, #1122
 Los Angeles, CA 90014

Telephone Number: (213) 481-5630

Fax Number: (213) 481-5630

Business License Number: 0002840903-0001-4

Contact Name: Nina Mahjoub

Authorized Signature: 

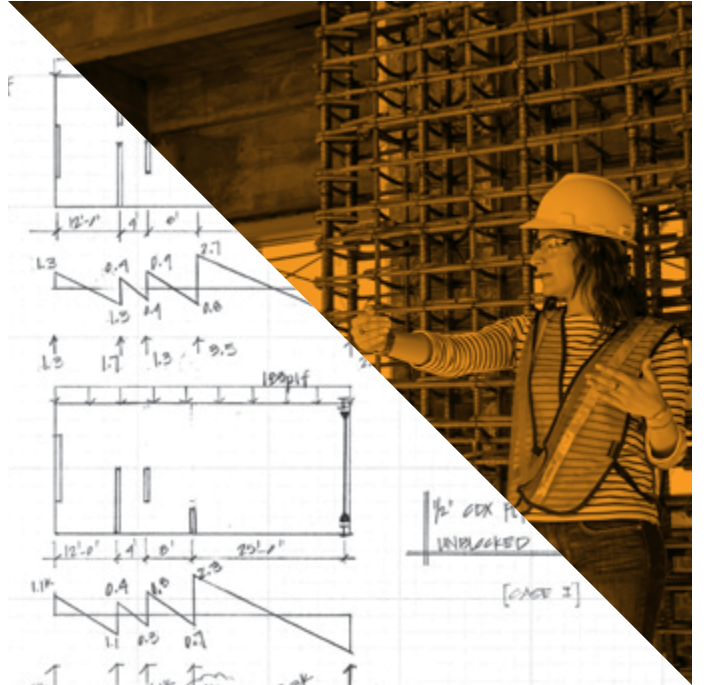
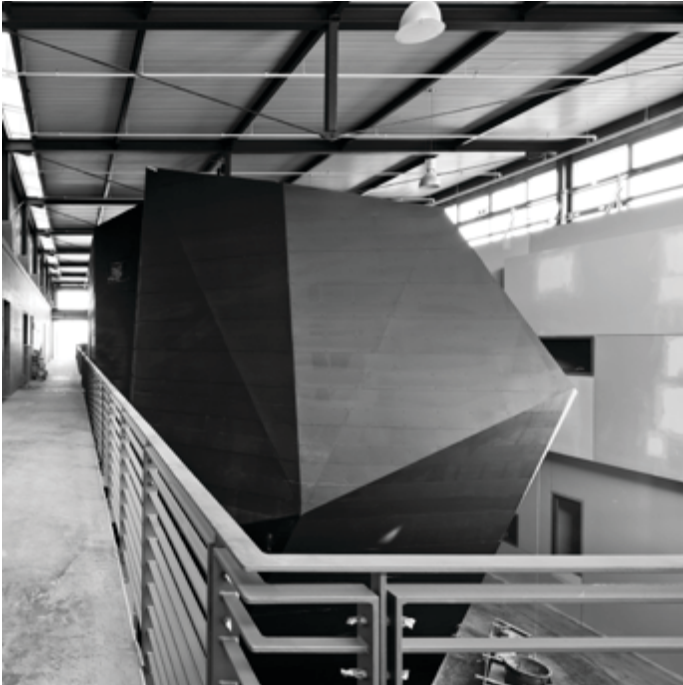
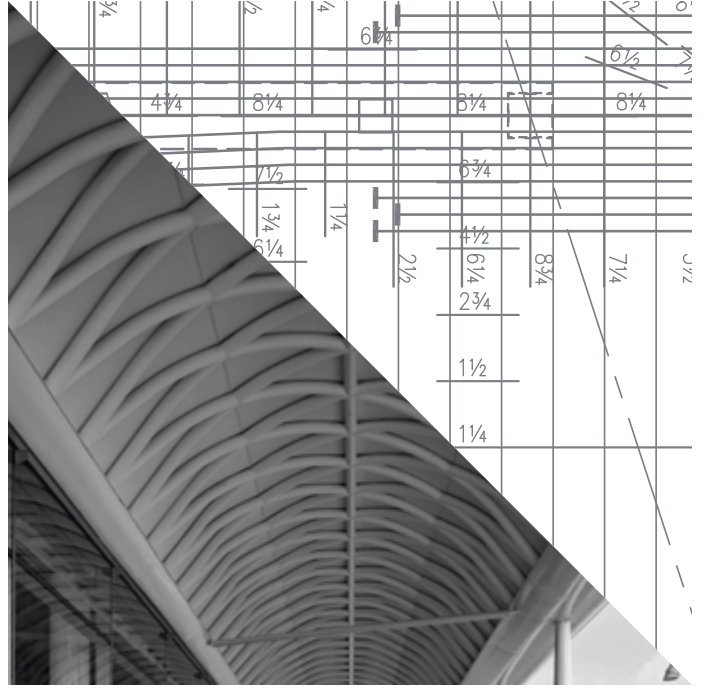


Project : Altadena Library Tier 3
 Project No: 21362.10
 By : JR
 Date : 07/30/21

Task Description	Rate:	Principal \$ 260 Hours	Senior Engineer \$ 195 Hours	Project Engineer \$ 135 Hours	QAQC \$ 280 Hours	Revit Specialist \$ 135 Hours	Cost Estimator \$ 200 Hours	Total Total Fee
Task 1 - ASCE 41 Tier 3 - Risk Category II								
1 Project Management		2	2					\$ 910
1.1 Document Review			2	4				\$ 930
1.2 Site Visit			8	8				\$ 2,640
1.3 ASCE 41 Tier 3 Methodology			16	40				\$ 8,520
1.4 ASCE 41 Non-Structural Evaluation			8	16				\$ 3,720
1.5 Concept Retrofit Drawings			4	16				\$ 2,940
1.5 Report			4	24				\$ 4,020
1.6 QAQC			2	2	2			\$ 1,220
1.7 Client Meetings (10 hours assumed)		10						\$ 2,600
1.8 Cost Estimate							60	\$ 12,000
							Task Total:	\$ 39,500
Project Total:								\$ 39,500
Project Total Hours:		12	46	110	2	0	60	

Task Description	Rate:	Principal \$ 260 Hours	Senior Engineer \$ 175 Hours	Project Engineer \$ 135 Hours	QAQC \$ 280 Hours	Revit Specialist \$ 135 Hours	Total Total Fee	
Task 1a - ASCE 41 Tier 3 - Risk Category IV Additions								
2 Project Management			1				\$ 195	
2.1 Material Testing Scope			1	4			\$ 735	
2.2 Material Testing Onsite Involvement			8	16			\$ 3,720	
2.3 Added ASCE 41 Tier 3 Methodology			8	16			\$ 3,720	
2.4 Added ASCE 41 Non-Structural Evaluation			4	8			\$ 1,860	
2.5 Concept Retrofit Drawings			2	8			\$ 1,470	
2.6 Report			2	4			\$ 930	
2.7 QAQC					2		\$ 560	
							\$ -	
							Task Total:	\$ 13,190
Project Total:								\$ 13,190
Project Total Hours:		0	26	56	2	0	0	

Task Description	Rate:	Principal \$ 260 Hours	Senior Engineer \$ 175 Hours	Project Engineer \$ 135 Hours	QAQC \$ 280 Hours	Revit Specialist \$ 135 Hours	Total Total Fee	
Task 1b - Additional Schemes								
3 Project Management			1				\$ 195	
3.1 Added ASCE 41 Tier 3 Methodology			8	20			\$ 4,260	
3.2 Concept Retrofit Drawings			4	16			\$ 2,940	
3.3 Report (Supplemental Memo)			2	8			\$ 1,470	
							Task Total:	\$ 8,865
Project Total:								\$ 8,865
Project Total Hours:		0	15	44	0	0	0	



Australia Netherlands New Zealand USA

holmes.us



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

REPORT: Government Liaison

MEETING DATE: August 23, 2021

PREPARED BY: Trustee Terry Andrues

LOCATION: Virtual Meeting

I. Public Health Guidance: Masking and Proof of Vaccination

State and county level guidance on mask-wearing and vaccination is changing rapidly with the rise of the Delta variant of COVID-19. On July 30, the LA County Department of Public Health released new guidance, entitled "Responding Together at Work and in the Community: Beyond the Blueprint for a Safer Economy, High Transmission - Encouraging COVID-19 Vaccination Coverage with Moderate Risk Reduction Measures," ([full text of the order is here](#)).

That order, in addition to other measures, reiterated that because the County is currently experiencing high rates of community transmission, all persons in indoor public settings must wear a face mask regardless of vaccination status, guidance which the Altadena Library District has adopted and implemented.

On August 5, 2021, the California Department of Public Health issued an updated order putting in place a vaccine mandate for healthcare workers ([full text here](#)). Following that, on August 11, a vaccine mandate was issued for all workers in schools ([full text here](#)). No order has presently been issued for libraries or institutions of higher learning, although many institutions, jurisdictions, and public agencies - including [Pasadena City College](#), the entire [University of California system](#), the City of Pasadena (policy still in development at the time of this report's writing), and the [US federal government](#) - have instituted similar mandates for their employees, students, and workers. These mandates are all similar in that they require either proof of vaccination or consistent, regular testing for those individuals who are unvaccinated.

The August 11 Vaccine Verification Order for Workers in Schools reads as follows:

State of California—Health and Human Services Agency
California Department of Public Health

August 11, 2021

TO:
All Californians

SUBJECT:
Vaccine Verification for Workers in Schools

[State Public Health Officer Order of August 11, 2021](#)

The COVID-19 pandemic remains a significant challenge in California. COVID-19 vaccines are effective in reducing infection, serious disease, hospitalization, and death. At present, 63% of Californians 12 years of age and older are fully vaccinated with an additional 10% partially vaccinated. Children under the age of 12 are not currently eligible for any authorized vaccines.

California is currently experiencing the fastest increase in COVID-19 cases during the entire pandemic with 22.7 new cases per 100,000 people per day, with case rates increasing tenfold since early June. The Delta variant, which is two times more contagious than the original virus, is currently the most common variant causing new infections in California.

Unvaccinated persons are more likely to get infected and spread the virus, which is transmitted through the air. Most current hospitalizations and deaths are among unvaccinated adults. Almost all K-6th graders are unvaccinated and will not be eligible for vaccines at the outset of the 2021-22 school year. Additionally, although some 7-12th grade students will be fully vaccinated by the start of the school year, many will not. As of August 10, 2021, less than 41% of Californians 12 to 17 years old were fully vaccinated.

California is committed to safe, full, in-person learning for all in K-12 schools, following strong public health science. For example, California has implemented a universal masking requirement in all K-12 schools, as well as recommendations around testing strategies for K-12 schools, to support the successful return to full in-person instruction at the outset of the school year, as well as minimizing missed school days.

Vaccination against COVID-19 is the most effective means of preventing infection with the COVID-19 virus, and subsequent transmission and outbreaks. Current CDPH K-12 guidance strongly recommends vaccination for all eligible individuals, thereby reducing COVID-19 rates throughout the community, including in schools, and creating a wrap-around safety layer for unvaccinated students. This Order, consistent with this recommendation, requires verification of vaccination status among eligible K-12 school workers, and establishes diagnostic screening testing of unvaccinated workers to minimize the risk that they will transmit while on K-12 school campuses, where a majority of students are not vaccinated and younger students are not yet eligible for vaccines.

Schools may use funds received from multiple sources to address costs associated with employee vaccination verification and COVID-19 diagnostic screening testing, including Elementary and Secondary School Emergency Relief Fund (ESSER) I, II, and III; Governor's Emergency Education Relief Fund (GEER) I and II; and In-Person Instruction Grants (AB 86). Additionally, the California Department of Public Health provides access to subsidized COVID-19 testing for schools through specified partners.

For these reasons, in order to prevent the further spread of COVID-19 in K-12 schools, the following temporary and limited public health measures are necessary at this time.

I, as State Public Health Officer of the State of California, order

- I. This Order applies to the following facilities: public and private schools serving students in transitional kindergarten through grade 12, inclusive, except that it does not apply to home schools. Further, it does not apply to child care or to higher education.
- II. All schools identified in this Order must verify vaccine status of all workers.
 - a. Pursuant to the [CDPH Guidance for Vaccine Records Guidelines & Standards](#), only the following modes may be used as proof of vaccination:
 - i. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO

- Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
- ii. a photo of a Vaccination Record Card as a separate document; OR
- iii. a photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
- iv. documentation of COVID-19 vaccination from a health care provider; OR
- v. digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; OR
- vi. documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, a school may accept the documentation presented as valid.

- b. Schools must have a plan in place for tracking verified worker vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.
 - c. Workers who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.
- III. Testing requirements:
- a. Asymptomatic **unvaccinated** or incompletely vaccinated workers are **required to undergo** diagnostic screening testing.
 - b. Workers may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested **at least once weekly** with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.
 - c. Unvaccinated or incompletely vaccinated workers must also observe all other infection control requirements, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, **do not** waive this requirement for testing.
 - d. Schools with workers required to undergo workplace diagnostic screening testing should have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments. There are IT platforms available that can facilitate these processes for schools.
- IV. Definitions: For purposes of this Order, the following definitions apply:
- a. "Fully Vaccinated" means individuals who are considered fully vaccinated for COVID-19: two weeks or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson [J&J]/Janssen). COVID-19 vaccines that are currently authorized for emergency use:
 - i. By the US Food and Drug Administration (FDA) , are listed at the [FDA COVID-19 Vaccines webpage](#)
 - ii. By the World Health Organization (WHO), are listed at [WHO COVID-19 Vaccines webpage](#)

- b. "Incompletely vaccinated" means persons who have received at least one dose of COVID-19 vaccine but do not meet the definition of **fully vaccinated**.
 - c. "Transitional Kindergarten" means the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate.
 - d. "Unvaccinated" means persons who have not received any doses of COVID-19 vaccine or whose status is unknown.
 - e. "WHO Yellow Card" refers to the original World Health Organization International Certificate of Vaccination or Prophylaxis issued to the individual following administration of the COVID-19 vaccine in a foreign country.
 - f. "Worker" refers to all paid and unpaid adults serving in the school settings described in Section I. Workers include, but are not limited to, certificated and classified staff, analogous staff working in private school settings, and volunteers who are on-site at a school campus supporting school functions.
- V. The Terms of this Order supersede any conflicting terms in any other CDPH orders, directives, or guidance.
 - VI. Except to the extent this Order provides otherwise, all other terms in my [Order of June 11, 2021](#) remain in effect and shall continue to apply statewide.
 - VII. This Order shall take effect on August 12, 2021, at 12:01 am. Facilities must be in full compliance with the Order by October 15, 2021.
 - VIII. This Order is issued pursuant to Health and Safety Code sections 120125, 120140, 120175, 120195 and 131080 and other applicable law.

[signed]

Tomás J. Aragón, MD, DrPH
Director and State Public Health Officer
California Department of Public Health

II. The United States Census Bureau has begun to release results from the 2020 decennial census, including population data that will determine the reapportionment of congressional districts. There will be periodic updates and reports added to the Census Bureau website, which is listed below. The site has a wealth of information and is recommended reading for those who wish to learn more about how the U.S. population was counted.

<https://www.census.gov/programs-surveys/decennial-census/decade.2020.html>

Because of the impact of Covid on data collection, there were changes in the normal timetable and methods of census data collection. The link below discusses these impacts and some surprising findings about changes in the racial makeup of the U.S. population.

<https://www.pbs.org/newshour/show/america-is-becoming-more-urban-more-diverse-and-less-white-2020-census-reveals>

III. The California Special District Association is promoting a chance to attend the Special District Leadership Academy as a 3 day program in Lake Tahoe from September 26-29. There are 4 course modules that explore the fundamentals of Special District governance. The modules were previously available as individual virtual programs during the first half of 2021. A

call to CSDA confirmed that the program will be repeated in the virtual format in the coming months. The schedule is TBD.

Early Bird Pricing for the conference is in effect until Friday, August 27, 2021

Details are contained in the link below.

[Home - Special Districts Leadership Academy \(csda.net\)](http://csda.net)

Credit incentive points can be earned based on an agency's attendance at the Special District Leadership Academy Conference. Incentive points reduce SDRMA members' annual contribution amount.



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

DEPARTMENT: Administration

MEETING DATE: August 23, 2021

PREPARED BY: Nikki Winslow

LOCATION: Community Room

TITLE:

RESOLUTION OF THE ALTADENA LIBRARY DISTRICT BOARD OF TRUSTEES, ACTING FOR ITSELF AND IN ITS CAPACITY AS THE LEGISLATIVE BODY OF ALTADENA LIBRARY DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2020-1 (FACILITIES AND SERVICES) ADOPTING A DEBT POLICY AND DISCLOSURE AND TAX POLICIES AND PROCEDURES

BACKGROUND:

The Altadena Library District (the “Library District”) formed Altadena Library District Community Facilities District No. 2020-1 (Facilities and Services) (“CFD No. 2020-1”) for the purpose of financing certain facilities and services and authorized the issuance of bonds of CFD No. 2020-1 in an amount not to exceed \$24,000,000 (“CFD No. 2020-1 Bonds”). The Library District Board of Trustees (the “Board”) will in the future consider the issuance of CFD No. 2020-1 Bonds and a portion of the proceeds will be used to finance the structural improvements, repairs to building systems, upgrades to meet current building codes, and accessibility for seniors, people with disabilities, and strollers at both the Main Library and the Bob Lucas Memorial Branch.

There are federal tax law, federal securities law, State of California and contractual requirements that apply to the CFD No. 2020-1 Bonds and any future bond issues. California Government Code Section 8855 (“Section 8855”) requires public agencies to certify to the California Debt and Investment Advisory Commission on their report of proposed debt issuance submitted prior to the issuance of any debt that they have adopted local debt policies concerning the use of debt and that the contemplated debt issuance is consistent with those debt policies. Under federal securities laws, the Library District must exercise reasonable care to avoid material misstatements or omissions in preparing the offering documents that will be used to sell the CFD No. 2020-1 Bonds and any future bond issues, and it may not knowingly or recklessly include material misstatements or misleading statements in disclosure documents while the CFD No. 2020-1 Bonds and any future bonds are outstanding. Under federal tax law, a number of different requirements must be met for the CFD No. 2020-1 Bonds and any future bond issues to qualify as tax-exempt bonds and such requirements apply not only on the date of issuance, but also continuously during the term of a bond issue.

The Altadena Library District Debt Policy (the “Debt Policy”) attached to Resolution No. 2021-04 as Exhibit A conforms to the requirements of Section 8855 and includes: (a) the purposes for which debt proceeds may be used; (b) the types of debt that may be issued; (c) the relationship of the debt to, and integration with, the Library District’s capital improvement program; (d) policy goals related to the Library District’s planning goals and objectives; and (e) internal control

procedures that the Library District will implement to ensure that debt proceeds will be directed to their intended use.

The Altadena Library District Disclosure and Tax Policies and Procedures (together, the "Disclosure and Tax Policy") attached to Resolution No. 2021-04 as Exhibit B includes: (1) the disclosure policies and procedures (the "Disclosure Policy") and (2) the tax policy and post-issuance compliance procedures (the "Tax Policy"). The Disclosure Policy establishes policies and procedures regarding compliance with federal securities laws relating to disclosure in order to: (a) comply with law and contract; (b) reduce liability; (c) reduce borrowing costs; and (d) protect the public. The Tax Policy describes the courses of action to be taken by the Library District to: (a) maximize the Library District's compliance with the federal tax law requirements applicable to tax-exempt bonds; and (b) identify and resolve any noncompliance matters, on a timely basis, to preserve the tax-exempt status of tax-exempt bonds.

FISCAL IMPACT:

None. Approval of Resolution No. 2021-04 will adopt the Debt Policy and the Disclosure and Tax Policy relating to the issuance of bonds which will not commit any funds of the Library District.

RECOMMENDATION:

Approve Resolution No. 2021-04 so the Debt Policy and the Disclosure and Tax Policy will be adopted.

RESOLUTION NO. 2021-04

A RESOLUTION OF THE ALTADENA LIBRARY DISTRICT BOARD OF TRUSTEES, ACTING FOR ITSELF AND IN ITS CAPACITY AS THE LEGISLATIVE BODY OF ALTADENA LIBRARY DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2020-1 (FACILITIES AND SERVICES) ADOPTING A DEBT POLICY AND DISCLOSURE AND TAX POLICIES AND PROCEDURES

WHEREAS, the Altadena Library District (the “Library District”) Board of Trustees (the “Board”) will in the future consider the issuance of special tax bonds of Altadena Library District Community Facilities District No. 2020-1 (Facilities and Services) (“CFD No. 2020-1”) for the purpose of financing certain facilities; and

WHEREAS, Senate Bill 1029 has amended California Government Code Section 8855 (“Section 8555”), which now requires public agencies to certify to the California Debt and Investment Advisory Commission on their report of proposed debt issuance submitted prior to the issuance of any debt that they have adopted local debt policies concerning the use of debt and that the contemplated debt issuance is consistent with those debt policies; and

WHEREAS, the Library District expects to issues such bonds in the public debt markets and, in connection therewith to issue offering documents and to enter into continuing disclosure undertakings to update financial and operating information contained in the offering documents and to file timely notices of certain events and under federal securities laws, the Library District must exercise reasonable care to avoid material misstatements or omissions in preparing such documents; and

WHEREAS, the Library District expects to issue such bonds as tax-exempt bonds, such that the interest on the bond will be excluded from “gross income” to the bondholder under federal tax law, and under federal tax law, a number of different requirements must be met for bonds to qualify as tax-exempt bonds, including restrictions on use of bond-financed property and restrictions on investment of bond proceeds and many of these requirements apply not only on the date of issuance of a bond issue, but also continuously during the term of a bond issue; and

WHEREAS, the Board desires to adopt the Altadena Library District Debt Policy attached as Exhibit A hereto (the “Debt Policy”), which conforms to the requirements of Section 8855; and

WHEREAS, the Board desires to adopt the Altadena Library District Disclosure and Tax Policies and Procedures attached as Exhibit B hereto (the “Disclosure and Tax Policy”) to set forth procedures and guidelines that are intended to provide a framework for compliance by the Library District with federal securities laws and federal tax laws.

NOW, THEREFORE, the Altadena Library District Board of Trustees, acting for itself and in its capacity as the legislative body of Altadena Library District Community Facilities District No. 2020-1 (Facilities and Services) hereby finds, determines, and resolves as follows:

Section 1. Recitals. The above recitals are true and correct.

Section 2. Approval of Debt Policy. The Board hereby adopts the Debt Policy set forth in Exhibit A attached hereto and incorporated herein by this reference.

Section 3. Approval of Disclosure and Tax Policy. The Board hereby adopts the Disclosure and Tax Policy set forth in Exhibit B attached hereto and incorporated herein by this reference.

Section 4. Effective Date. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 23rd day of August, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Jason Capell, Board Secretary

Katie Clark, Board President

APPROVED AS TO FORM:

Richard Egger, General Counsel

EXHIBIT A
DEBT POLICY
(ATTACHED)

ALTADENA LIBRARY DISTRICT DEBT POLICY

Section 1. Introduction.

The purpose of this debt policy (the “Policy”) is to establish guidelines and parameters for the effective governance, management and administration of debt and other financing obligations issued by Altadena Library District (the “Library District”) and its related entities (such as Altadena Library District Community Facilities District No. 2020-1 (Facilities and Services)) and is intended to comply with California Government Code Section 8855(i).

As used in this Policy, the “Library District” shall mean the Library District and/or its related entities, as the context may require. As used in this Policy, “debt” shall be interpreted broadly to mean bonds, notes, certificates of participation, financing leases, or other financing obligations, but the use of such term in this Policy shall be solely for convenience and shall not be interpreted to characterize any such obligation as indebtedness or debt within the meaning of any statutory or constitutional debt limitation where the substance and terms of the obligation fall within exceptions to such legal limitation. This Policy shall govern all debt issued by the Library District.

The Library District and its related entities are committed to fiscal sustainability by employing long-term financial planning efforts, maintaining appropriate reserve levels and employing prudent practices in governance, management, budget administration and financial reporting. This Policy is intended to improve the quality of decisions, assist with the determination of the structure of debt issuance, identify policy goals, and demonstrate a commitment to long-term financial planning. Adherence to a local debt policy signals to rating agencies and the capital markets that a government is well managed and should meet its obligations in a timely manner.

Section 2. Purposes For Which Debt Proceeds May Be Used.

Debt may be issued to: (a) finance the acquisition, rehabilitation, replacement, or expansion of capital assets (including but not limited to capital improvements, facilities and equipment), for the following purposes: (i) acquisition or improvement of land, right-of-way or long terms easements; (ii) acquisition of a capital asset with a useful life of five or more years; (iii) construction or reconstruction of a facility; (iv) although not the primary purpose of the financing effort, project reimbursables that include project planning design, engineering and other preconstruction efforts, project-associated furniture fixtures and equipment, capitalized interest, original issue discount, underwriter’s discount, other costs of issuance and other costs as permitted by law and (b) refund, refinance or restructure debt, subject to refunding objectives and legal parameters.

The proceeds of any debt obligation shall be expended only for the purpose for which it was authorized. Debt may only be issued under Library District Board of Trustees (the “**Board**”) authorization and when the Library District has identified sufficient funds to pay the obligation of principal and interest. No debt shall be issued with a maturity date greater than the expected useful life of the facilities or improvements being financed.

Section 3. Types Of Debt That May Be Issued.

Debt is to be issued pursuant to the authority of and in full compliance with provisions, restrictions and limitations of the Constitution and the laws of the State of California (the “**State**”). Various types of debt may be issued, including, but not limited to special tax bonds, special tax refunding bonds, revenue bonds, revenue refunding bonds, certificates of participation and lease-purchase obligations. Debt shall be issued as fixed rate debt unless the Library District makes a specific determination as to why variable rate debt would be beneficial to the Library District in a specific circumstance.

Section 4. Relationship Of Debt To Capital Improvement Program.

The Library District shall issue debt for the purposes set forth in this Policy and to implement policy decisions incorporated in the Library District’s capital budget and capital improvement plan (the “**Master Plan**”). The Library District shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of general funds of the Library District, available revenues from the Library District’s parcel tax and the services component of the CFD No. 2020-1 special tax.

Section 5. Policy Goals Relating To Planning Goals And Objectives.

The Library District is committed to following sensible practices in governance, management and budget administration. The Library District will issue debt for the purposes stated in this Policy and to implement policy decisions incorporated into the Library District’s budget. It is a policy goal of the Library District to protect taxpayers by utilizing conservative financing methods and techniques. The Library District will comply with applicable State and federal law as it pertains to the maximum term of debt.

Section 6. Internal Control Procedures.

One of the Library District’s priorities in the management of debt is to ensure that debt proceeds will be directed to the intended use for which they were issued. In furtherance of this priority, the following procedures shall apply:

A. The Library District Director or the designee of the Library District Director shall retain a copy of each annual report filed with the California Debt and Investment Advisory Commission (“**CDIAC**”) pursuant to Section 8855(k) of the California Government Code conserving (i) debt authorized during the applicable reporting period (whether or not issued), (ii) debt outstanding during the reporting period, and (iii) the use during the reporting period of proceeds of issued debt.

B. In connection with the preparation of each annual report to be filed with CDIAC pursuant to Section 8855(k) of the California Government Code, the Library District Director or the designee of the Library District Director shall keep a record of the original intended use for which the debt has been issued, and indicate whether the proceeds spent during the applicable one-year reporting period for such annual report comport with the intended use (at the time of original issuance or as modified pursuant to the following sentence). If a change in intended use has been authorized subsequent to the original issuance of the debt, the Library District Director or the

designee of the Library District Director shall indicate in the record when the change in use was authorized and whether the Board has authorized the change in intended use. The Library District Director shall consult with legal counsel and report apparent deviations from the intended use in debt proceeds to the Board.

When debt has been issued to finance a capital project and the project timeline or scope of project has changed in a way that all or a portion of the debt proceeds cannot be expended on the original project, the Library District Director shall consult with legal counsel as to available alternatives for the expenditure of the remaining debt proceeds (including repayment of the debt).

Proceeds of debt will be held either (a) by a third-party trustee or fiscal agent, which will disburse such proceeds to or upon the order of the Library District upon the submission of one or more written requisitions by the Library District, or (b) by the Library District, to be held and accounted for in a separate fund or account, the expenditure of which will be carefully documented by the Library District.

When issuing debt, in addition to complying with the terms of this Policy, the Library District shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment and expenditure of debt proceeds. The Library District will periodically review the requirements of and remain in compliance with the following: (i) any federal tax compliance requirements; (ii) any State requirements related to debt issuance; (iii) any continuing disclosure undertakings entered into by the Library District in accordance with Securities and Exchange Commission Rule 15c2-12; and (iv) the Library District's investment policies as they relate to the use and investment of debt proceeds.

EXHIBIT B
DISCLOSURE AND TAX POLICY
(ATTACHED)

**ALTADENA LIBRARY DISTRICT
DISCLOSURE AND TAX
POLICIES AND PROCEDURES**

The disclosure policy and procedures (the “**Disclosure Policy**”) establishes a framework for compliance by Altadena Library District and its related entity (Altadena Library District Community Facilities District No. 2020-1 (Facilities and Services)) (together, the “**District**”) with its disclosure and/or contractual obligations with respect to the municipal securities it issues pursuant to the requirements of the Securities Exchange Act of 1934, as amended (the “**1934 Act**”), and the Securities Act of 1933, as amended, including, in particular, Rule 15c2-12, as amended, promulgated under the 1934 Act, and other applicable rules, regulations, and orders.

The tax policy and post-issuance compliance procedures (the “**Tax Policy**”) describes the courses of action to be taken by the District to: (i) maximize the District’s compliance with the federal tax law requirements applicable to tax-exempt bonds; and (ii) identify and resolve any noncompliance matters, on a timely basis, to preserve the tax-exempt status of tax-exempt bonds.

Definitions.

Certain terms used in the Disclosure Policy and the Tax Policy have the meanings specified below.

“**Annual Filing**” means an annual report of the District filed pursuant to a Disclosure Agreement.

“**Board of Trustees**” means the Board of Trustees of the District.

“**Bond Counsel**” means a firm of nationally recognized bond counsel engaged from time to time by the District to give advice to the District with respect to the Tax Policy.

“**Bond Documents**” means documents relating to Bonds, including, but not limited to the fiscal agent agreement and tax certificate.

“**Bonds**” means bonds, notes, certificates of obligation, certificates of participation, and other debt obligations or securities of the District, or the payment of which the District is obligated to support by a lease, contract, or other arrangement, that are sold to or otherwise held or traded in by the public.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Continuing Disclosure Documents**” means financial and operating data and event notices filed with the MSRB through EMMA pursuant to Disclosure Agreements

“**Disclosure Agreement**” means the provisions of each agreement of the District by which the District undertakes to provide financial and operating data periodically, and timely notices of certain events, to the MSRB, whether expressly or as the only nationally recognized municipal securities information repository under SEC Rule 15c2-12.

“**Disclosure Counsel**” means counsel engaged from time to time by the District to give advice to the District in accordance with the Disclosure Policy and assist the District in preparing Disclosure Documents.

“**Disclosure Documents**” means Offering Documents, Continuing Disclosure Documents or Other EMMA Filings.

“**Disclosure Officer**” means the officer(s) of the District charged with exercising the responsibilities of a Disclosure Officer under the Disclosure Policy, i.e., the District Director or another employee of the District specifically designated by the District Director.

“**Disclosure Working Group**” for any Disclosure Documents means the officers or employees of the District charged with exercising the responsibilities of the Disclosure Working Group in preparing or checking the Disclosure Documents under the Disclosure Policy, as described in Section 4 of the Disclosure Policy.

“**Dissemination Agent**” means a consultant engaged by the District to assist with the ongoing continuing disclosure filings required under the Disclosure Agreement.

“**District Director**” means the Library District Director.

“**EMMA**” means the Electronic Municipal Market Access System maintained by the MSRB.

“**Material**” when used with respect to a fact included in a Disclosure Document means, generally, that a reasonable investor likely would attach significance to it in making a decision to buy, hold, or sell Bonds of the District. When questions of materiality arise, Disclosure Counsel should be consulted.

“**MSRB**” means the Municipal Securities Rulemaking Board.

“**Municipal Advisor**” means person or firm registered with the SEC engaged by the District from time to time to provide advice to or on behalf of the District with respect to municipal financial products or the issuance of municipal securities.

“**Offering Documents**” means preliminary and final Official Statements and other documents by which Bonds are offered to the public by the District as well as solicitation statements by which the District offers to purchase its Bonds or requests consents or waivers regarding Bonds.

“**Other EMMA Filings**” means other information filed with the MSRB through EMMA.

“**Oversight Committee**” means the Community Facilities District (CFD) Committee to of the Library District.

“**SEC**” means the United States Securities and Exchange Commission.

“**State**” means the State of California.

DISCLOSURE POLICY

Section 1. Background.

The District expects to issue Bonds in the public debt markets and, in connection therewith, to issue offering documents and to enter into continuing disclosure undertakings to update financial and operating information contained in the offering documents at least annually and to file timely notices of certain events with the MSRB through EMMA. Investors in the District's Bonds rely on the filings in deciding whether to buy, hold, or sell the District's Bonds.

Under federal securities laws, the District must exercise reasonable care to avoid material misstatements or omissions in preparing Official Statements that are used to sell Bonds in primary offerings, and it may not knowingly or recklessly include material misstatements or misleading statements in Disclosure Documents while its Bonds are outstanding. Knowledge of any officer or employee of the District as well as information in files of the District may be imputed to the District. Disclosure Counsel opinions may help to establish care, but are no defense to an action for failing to disclose or misstating a known material fact.

Section 2. Purpose.

The purpose of the Disclosure Policy is to establish policies and procedures regarding compliance with federal securities laws relating to disclosure in order to:

A. Comply with Law and Contract. To facilitate compliance with applicable law when preparing and distributing Disclosure Documents in connection with Bond offerings and Continuing Disclosure Documents;

B. Reduce Liability. To reduce exposure (of the District and its officials and employees) to liability for damages and enforcement actions based on misstatements and omissions in Disclosure Documents by reducing the risk that actual material misstatements and omissions occur and make it less likely that any misstatement or omission that does occur was a result of intentional, reckless or negligent conduct;

C. Reduce Borrowing Costs. To reduce borrowing costs by promoting good investor relations; and

D. Protect the Public. To avoid damage to residents of the District and other third parties from misstatements or omissions in Disclosure Documents.

Section 3. Policy.

It is the policy of the District to comply fully with applicable securities law regarding disclosure in connection with the issuance of Bonds and with the terms of its Disclosure Agreements.

Section 4. Procedures.

The following officials and employees of the District shall implement the following procedures in preparing, checking, or issuing the following Disclosure Documents.

A. Official Statements.

(i) Working Group. The Disclosure Working Group for preliminary and final official statements (collectively, “**Official Statement**”) issued in primary offerings shall consist of the following: the District Director and Disclosure Counsel and the Municipal Advisor, each acting in an advisory capacity.

(ii) Establishing Scope and Process. At the beginning of the disclosure process, the Disclosure Working Group will (a) determine (with input from the District’s underwriter(s), in the case of a negotiated offering) what information should be disclosed in the Official Statement to present fairly a description of the source of repayment and security for the securities being offered, including related financial and operating information (which may include a discussion of material risks related to investment in the securities), (b) assign responsibilities for assembling and verifying the information, and (c) establish a schedule for producing the information and the Official Statement that will afford sufficient time for final review by the Disclosure Working Group and the Disclosure Officer and the approvals required by the Disclosure Policy.

(iii) Review for Accuracy, and Completeness. The members of the Disclosure Working Group shall review the Official Statement drafts to determine whether, based on information known or reported to them, (a) the material facts in the Official Statement appear to be consistent with those known to the members of the Disclosure Working Group, and (b) the Official Statement omits any material fact that is necessary to be included to prevent the Official Statement from being misleading to investors. The Disclosure Officer shall take such action as may be necessary, based on feedback from the Disclosure Working Group, to enable the Disclosure Working Group to conclude that the Disclosure Policy was followed and that the Official Statement is accurate and complete in all material respects.

(iv) Final Approval. The Oversight Committee and the Board of Trustees shall approve a substantially final form of the preliminary Official Statement. The Disclosure Working Group shall approve the preliminary and final Official Statement.

(v) Documentation of Procedures. The Disclosure Officer shall compile and retain a file of the actions taken to prepare, check, and approve the Official Statement.

B. Annual Filing.

(i) Working Group. The Disclosure Working Group for the Annual Filing shall consist of the District Director and the Dissemination Agent with Disclosure Counsel review, if necessary.

(ii) Preparation, Review and Approval. The Disclosure Officer, with the assistance of the Dissemination Agent, shall prepare a draft Annual Filing no later than [30 days] prior to the deadline for filing the Annual Filing. The members of the Disclosure Working Group

shall review the Annual Filing drafts to determine whether, based on information known or reported to them, (a) the Disclosure Policy was followed, (b) the material facts in the Annual Filing appear to be consistent with those known to the members of the Disclosure Working Group, and (c) the Annual Filing omits any material fact that is necessary to be included to prevent the Annual Filing from being misleading to investors. The Disclosure Working Group shall conclude that the Disclosure Policy was followed and that the Annual Filing is accurate and complete in all material respects.

The Disclosure Working Group shall approve the final draft of the Annual Filing. The Annual Filing shall not be issued until approved by the Disclosure Working Group.

(iii) Posting and Documentation. The Dissemination Agent, on behalf of the District, shall file the Annual Filing with the MSRB through EMMA by the deadline established by the Disclosure Agreements. The Dissemination Agent, on behalf of the District, shall exercise reasonable care to file the Annual Filing in the format and with the identifying information required by the Disclosure Agreements, including applicable CUSIP numbers for the District's Bonds. The Disclosure Officer shall compile and retain a file of the actions taken to prepare, check, and approve the Annual Filing, and approvals of the Disclosure Working Group.

C. Event Notices.

(i) Identification of Reportable Events and Preparation of Event Notices. The Disclosure Officer shall maintain a list of events of which the District is required to provide notice to the MSRB pursuant to the Disclosure Agreements. The Disclosure Officer shall assess the materiality of any reported event with the assistance of legal counsel (reportable under the Disclosure Agreements only if material) and, if notice of the event must be given (or if no materiality standard applies to that particular event and prepare, or cause to be prepared, an Event Notice giving notice of the event.

(ii) Posting and Documentation. The Disclosure Officer or Dissemination Agent shall file the Event Notice with the MSRB through EMMA by the deadline established by the Disclosure Agreements or, if the facts cannot be correctly and fairly described by the deadline, then as soon thereafter as possible. The Disclosure Officer or Dissemination Agent shall exercise reasonable care to file the Event Notice in the format and with the identifying information required by the Disclosure Agreements, including CUSIP numbers for the applicable Bonds. The Disclosure Officer shall compile and retain a file of the actions taken to report each event and prepare, check, and approve the notice of the event.

Section 5. Training.

The Disclosure Officer and each officer or employee designated as a source of data for a Disclosure Document pursuant to the Disclosure Policy shall undergo initial training prior to each Bond issue and periodic training as necessary to address any changes in law. The training program and materials shall be prepared by or with the assistance of Disclosure Counsel. The training program shall impart the requirements of federal and State securities laws and the Disclosure Agreements, the meaning of "material," and the duties of such officers and employees under the Disclosure Policy.

Section 6. Updates to Policies and Procedures.

The Disclosure Policy shall be reviewed annually by the Disclosure Officer. In addition, at any time all officers and employees of the District are invited and encouraged to make recommendations for changes to the Disclosure Policy so that it fosters better compliance with applicable law, results in better information to investors, or makes the procedures required by the Disclosure Policy more efficient.

The Disclosure Officer, with advice from Disclosure Counsel, shall make any revisions to the Disclosure Policy determined to be advisable. Any revisions to the Disclosure Policy shall be presented to and approved by the Board of Trustees.

Section 7. Miscellaneous.

A. Internal Use Only. The Disclosure Policy is intended for the internal use of the District only and is not intended to establish any duties in favor of or rights of any person other than the District.

B. Waiver of Procedures. The officers and employees charged by the Disclosure Policy with performing or refraining from any action may depart from the Disclosure Policy when they and the Disclosure Officer in good faith determine that such departure is in the best interests of the District and consistent with the duties of the District under federal and State securities laws. Any deviation from the Disclosure Policy shall be reported to the Oversight Committee and the Board of Trustees.

TAX POLICY

The approval of the Tax Policy by the District will be treated by the District as the establishment of written procedures to: (i) ensure that any Bonds that no longer qualify for tax-exempt status are identified and remediated in accordance with the requirements of the Code and applicable regulations, including the remediation provisions of Treas. Reg. Sec. 1.141-12 or other remedial actions authorized by the Commissioner of the Internal Revenue Service under Treas. Reg. Sec. 1.141-12(h); and (ii) monitor compliance with the requirements of Section 148 of the Code (which include arbitrage, yield restriction and rebate requirements) and related regulations.

Section 1. Designation of Responsible Officer.

The District Director, or another employee of the District specifically designated by the District Director, will be responsible for ensuring post-issuance and remedial action compliance with the requirements of any tax and financing documents for the District's outstanding Bonds. The District Director will consult with Bond Counsel and other professionals as needed and may delegate certain duties, such as assisting with arbitrage compliance, to professionals as needed.

Section 2. Compliance with Covenants in Bond Documents and Regular Due Diligence Reviews.

The District Director will ensure compliance with all covenants made by the District in the Bond Documents which must be complied with to maintain the preferential tax status of the Bonds, including, but not limited to use of Bond-financed facilities, timely completion of arbitrage rebate calculations, required filings and restrictions on investment of Bond proceeds. The District Director will review the Tax Policy and the Bond Documents at least annually for the purposes of identifying any possible violation of federal tax requirements related to Bonds and to ensure timely correction of any possible violations. If any possible violation is identified, the District Director will notify Bond Counsel so any expected or existing violation can be corrected.

Section 3. Federal Tax Law Compliance.

A. Proper Use of and Allocation of Bond Proceeds. The District Director will ensure that Bond proceeds are allocated to expenditures in a manner that is consistent with the purpose for each Bond issue as set forth in the Bond Documents. The District Director will also ensure that allocations of Bond proceeds to expenditures are timely made in accordance with the applicable tax regulations. As of the date of adoption of the Tax Policy, for each Bond issue, allocations of Bond proceeds to expenditures must be made within 18 months after the later of the date the expenditure was made or the date the project was placed in service, but not later than the earlier of five years after the Bonds were issued or 60 days after the Bond issue is retired.

B. Investment of Bond Proceeds. The District Director will ensure that Bond proceeds are invested in investments that are permissible under the Bond Documents, and any applicable State laws and federal tax laws (e.g., federal tax law requires that investments purchased with Bond proceeds must be purchased and sold at fair market value).

C. Arbitrage Calculations. The District Director will ensure the timely completion of arbitrage yield restriction and rebate calculations and filings for each issue of Bonds. The District Director shall retain a rebate calculation agent to perform the rebate calculations.

D. Yield Reduction/Rebate Payments. The District Director will ensure the timely payment, if applicable, of yield reduction payments and/or rebate, for each issue of Bonds. As of the date of adoption of the Tax Policy, rebate payments are due as follows: (i) 60 days after the end of the fifth Bond year; (ii) 60 days after the end of every fifth bond year thereafter; and (iii) 60 days after retirement of the last Bond of an issue.

E. Use of Bond-financed Facilities. The District Director will review any agreement or other arrangement for the sale, lease or use of any portion of any Bond-financed facilities, including, but not limited to service, vendor and management contracts, research agreements, licenses to use Bond-financed property or naming rights agreements for compliance with federal tax laws and the Bond Documents. The District Director shall consult with Bond Counsel for further guidance if deemed necessary.

F. Post-Issuance Transactions. A significant modification of the terms of Bonds may result in Bonds being deemed refunded or “reissued.” Such an event will require, among other things, the filing of new information returns with the federal government and the execution of a new arbitrage certificate. The District Director will consult with Bond Counsel before making any changes or amendments to Bond Documents for a Bond issue, including, but not limited to entering into investment agreements; making any change in security for the Bonds; terminating or appointing a successor trustee; releasing any liens; or reissuing a Bond issue.

G. Remedial Action. If at any time during the life of a Bond issue, the District Director discovers that a violation of federal tax law requirements applicable to that issue may have occurred, the District Director shall consult with Bond Counsel to determine whether any such violation actually has occurred. If the District Director determines that a violation has in fact occurred, the District Director will inform the Board of Trustees of the same and will take prompt action to accomplish an available remedial action under applicable regulations or to enter into a closing agreement with the Internal Revenue Service under the Voluntary Closing Agreement Program or other future published guidance.

Section 4. Record Retention.

Management and retention of records related to the District’s Bonds will be supervised by the District Director. The District Director will retain for the life of Bonds plus the life of any refunding Bonds plus three years records relating to: (i) general information regarding the Bond issue; (ii) expenditure of Bond proceeds; (iii) use, ownership and disposition of Bond-financed facilities; and (iv) investment of gross proceeds of Bonds. Records may be in the form of documents or electronic copies of documents, appropriately indexed to specific Bond issues and compliance functions.

Section 5. Training.

Training for the District Director and for any persons at the District to whom the District Director specifically delegates any duties in the Tax Policy to will undergo initial training with

Bond Counsel prior to each Bond issue and periodic training as necessary to discuss monitoring compliance with applicable federal tax laws relating to Bonds.

Section 6. Updates to Policies and Procedures.

The Tax Policy shall be reviewed annually by the District Director. The District Director, with advice from Bond Counsel, shall make any revisions to the Tax Policy determined to be advisable. Any revisions to the Tax Policy shall be presented to and approved by the Board of Trustees.



**BOARD OF LIBRARY TRUSTEES
AGENDA ITEM VIII.B. REPORT FOR AUGUST 2021**

REPORT: Agenda Item VIII.b.

MEETING DATE: August 23, 2021

PREPARED BY: Jonathan Arevalo

LOCATION: Virtual Meeting

TITLE: RFP for Janitorial Services at both the Main and Bob Lucas Library's

BACKGROUND:

Many improvements have been made within the past few years at both the Main and Bob Lucas Library's and continued upkeep is necessary to keep the ALD viable for both patrons and the community at large. We have been able to maintain both locations to the best of our ability with the limited amount of facility staff on hand but are finding that it will be more difficult and time consuming to maintain the facilities with the future upgrades that will be made to the district.

That being stated, we find it necessary at this time to seek out an outside janitorial service for the future sustainability of the ALD.

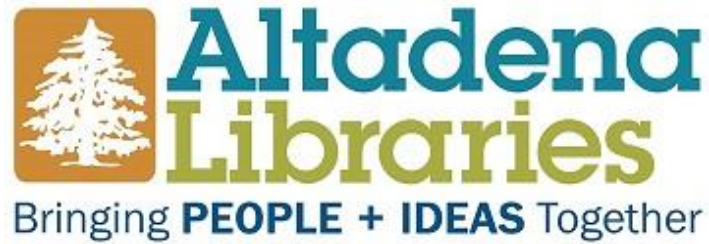
An RFP has been created to help us meet those current and future needs. The scope of work that is needed at both locations consists of the following:

- Cleaning and disinfecting of workspaces, common areas, offices and hallways (remove cobwebs, clean wall spots weekly)
- Sweep, mop, all LVT flooring (polish LVT floors monthly)
- Vacuum carpeted areas and furniture (spot clean when needed)
- Clean sinks, counters, and kitchen areas
- Dust and polish various surfaces
- Empty all interior trash bins
- Cleaning of all bathrooms (7 bathrooms at Main Library / 2 at Branch Library)
- Inform Facilities Manager of any minor or major repairs needed at both facilities and supply needs

FISCAL IMPACT: Based on research I have done concerning this project, I anticipate the proposal amounts to come in between \$25,000.00 and \$65,000.00 per year. The amounts may vary due to the number of times the service provider will be on site maintaining our library buildings. The funding will come out of our Maintenance Contracts account number 7205.

RECOMMENDATION:

That the Board of Trustees approve the use of an RFP to solicit bids from a Janitorial Firm for the maintenance of both the Main and Bob Lucas Library's.



**REQUEST FOR PROPOSALS
JANITORIAL SERVICES
Altadena Library District**

RFP ISSUE DATE **August 24, 2021**

CONTACT **Altadena Library District**
Jonathan Arevalo, Facilities Manager
Email: jarevalo@altadenalibrary.org
Phone Number: 626-798-0833, ext.110

PROPOSAL DUE **September 17, 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 janitorial services firms to provide cleaning and custodial services for the Altadena Main Library, located at 600 E. Mariposa Street, and the Bob Lucas Memorial Library, located at 2659 Lincoln Ave, both in Altadena, California.

The Main Library is a two-story building that is approximately 26,000 square feet. It consists of seven bathrooms, Community room, small conference room, six offices, children's book stack area, teen books stack area, adult book stack area, and staff kitchen area. The Bob Lucas Library is approximately 1600 square feet. It consists of 2 bathrooms, main library stack area, and staff kitchen area.

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:** Jonathan Arevalo, Facilities Manager at jarevalo@altadenalibrary.org.

1.2 ERRORS AND OMISSIONS

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

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

1.3 ADDENDA

The Altadena Library District may modify this RFP, any of its key action dates, or any of its attachments. Addenda will be numbered consecutively as a suffix to the RFP. 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 **September 17, 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	August 24, 2021
Last Day for Submission of Questions	September 3, 2021
District Response to Questions	September 10, 2021
Deadline for Receipt of Proposals	September 17, 2021
Evaluation and Optional Interview if Required	September 20, 2021
Selection made	September 27, 2021
Tentative Start Date	October 4, 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 work is to provide janitorial services at both libraries. Services, although not all-inclusive, may include:

- Cleaning and disinfecting of workspaces, common areas, offices and hallways (remove cobwebs, clean wall spots weekly)
- Sweep, mop, all LVT flooring (polish LVT floors monthly)
- Vacuum carpeted areas and furniture (spot clean when needed)
- Clean sinks, counters, and kitchen areas
- Dust and polish various surfaces
- Empty all interior trash bins
- Cleaning of all bathrooms (7 bathrooms at Main Library / 2 at Branch Library) which include:
 - Spot-Clean Walls (deep clean walls monthly)
 - Clean all dispensers
 - Clean toilet bowls and urinals
 - Clean toilet seats, top and bottom
 - Clean all mirrors and sinks
 - Clean and polish stainless steel
 - Clean and disinfect restroom floors (deep cleaning once a month)
 - Empty wastepaper and sanitary napkin containers
 - Refill all soap, paper towel, toilet tissue, and seat cover dispensers
- Inform Facilities Manager of any minor or major repairs needed at both facilities and supply needs

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 Management and staff. 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 janitorial 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). 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 Schedule for Janitorial Services for Term of Contract

Position	Hourly Rate				
	1x Per Week	2x Per Week	3x Per Week	4x Per Week	5x Per Week

b. Identify costs cap as not to exceed.

This proposal submitted by: _____
Company Name

Address: _____

Telephone Number: _____

Fax Number: _____

Business License Number: _____

Contact Name: _____

Authorized Signature: _____

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT **SAMPLE**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this day of _____ 202_, (the “Effective Date”) by and between the Altadena Library District, a California Public Utilities District (“District”), and _____ (“Consultant”). District and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. District has determined that consultant services are required _____ for _____ (the “Project”).
- B. Consultant has submitted a proposal to District that includes a scope of proposed consultant services, attached hereto and incorporated herein by this reference, and described more fully in **Exhibit A** (“Services”).
- C. Consultant represents that it is qualified, willing and able to provide the Services to District, and that it will perform Services related to the Project according to the rate schedule included in the scope of proposed consultant services attached hereto and incorporated herein as **Exhibit B** (the “Rates”).

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

AGREEMENT

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

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

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

PROFESSIONAL SERVICES AGREEMENT
[PROJECT NAME]

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

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

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

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

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

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

9. Performance by Key Employee. Consultant has represented to District that _____ (“Key Employee”) will be the person primarily responsible for the performance of the Services and all communications related to the Services. District has entered into this

Agreement in reliance on that representation by Consultant. The Key Employee shall not be removed from the Project or reassigned without the prior written consent of the District.

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

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

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

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

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

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

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

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

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

D. All Work Product produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies or which have been made available without copyright in the public domain by District, shall be deemed solely the property of District. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Work Product. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to District all such original Work Product in Consultant’s possession or control.

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

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

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

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

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

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

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

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

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

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

all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District pertaining to the work.

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

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

A. **General Liability Insurance.** Consultant shall maintain occurrence version commercial general liability insurance or an equivalent form with a limit of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) for each occurrence.

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

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

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

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

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

If Consultant’s obligation to defend, indemnify, and/or hold harmless arises out of Consultant’s performance as a “design professional” (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant’s indemnification obligation shall be limited to the extent which the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant in the performance of the services or this Agreement, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant’s liability for such claim, including the cost to defend, shall not exceed the Consultant’s proportionate percentage of fault.

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

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

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

If to District:

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

Attention:

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

22. Delays in Performance.

A. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of

governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, “orders of governmental authorities,” includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety.

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

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

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

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

25. Verification of Employment Eligibility. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration

Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

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

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

28. General Provisions.

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

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

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

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

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

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

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

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

I. **Audit.** District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:
ALTADENA LIBRARY DISTRICT

CONSULTANT:

By: Nikki Winslow, District Director

By: _____

Name: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Richard Egger, General Counsel

EXHIBIT A
Services

EXHIBIT B
Rates



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

REPORT: Agenda Item VIII.c.

MEETING DATE: August 23, 2021

PREPARED BY: Jonathan Arevalo

LOCATION: Virtual Meeting

TITLE: RFP for Gardening Services at both the Main and Bob Lucas Library's.

BACKGROUND:

Many improvements have been made within the past few years at both the Main and Bob Lucas Library's and continued upkeep is necessary to keep the ALD viable for both patrons and the community at large. We have been able to maintain both locations to the best of our ability with the limited amount of facility staff on hand but are finding that it will be more difficult and time consuming to maintain the facilities with the future upgrades that will be made to the district.

That being stated, we find it necessary at this time to seek out an outside gardening service for the future sustainability of the ALD.

An RFP has been created to help us meet those current and future needs. The scope of work that is needed at both locations consists of the following:

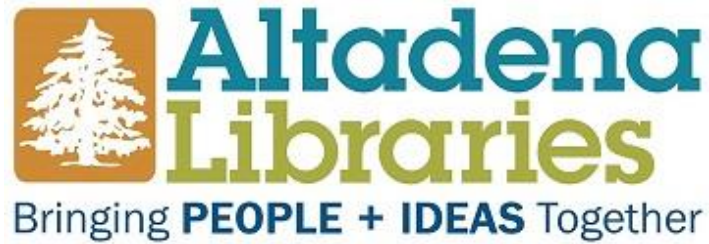
- Removal of weeds and weed prevention
- Trimming of hedges
- Weeding planted areas
- Lawn maintenance (Mowing, etc. at Main Library only)
- Pruning plants to promote healthy growth
- Leaf and debris removal
- Mulching
- Irrigation repair (when needed)
- **Must use electric gardening equipment** (no 2-cycle gas equipment, lawn mower is exception)
- Inform Facilities Manager of any minor or major gardening maintenance needs (including supplies) at both facilities

FISCAL IMPACT:

Based on the research I have done concerning this project, I anticipate proposal amounts to come in between \$750.00 and \$3,500.00 per month. The amounts may vary due to the number of times the service provider will be on site maintaining the landscape and scope of work they will provide for us. The funding will come out of our Maintenance Contracts account number 7205.

RECOMMENDATION:

That the Board of Trustees approve the use of an RFP to solicit bids from a Gardening Firm to maintain our landscape areas at both the Main and Bob Lucas Library's



**REQUEST FOR PROPOSALS
GARDENING SERVICES
Altadena Library District**

RFP ISSUE DATE **August 24, 2021**

CONTACT **Altadena Library District**
Jonathan Arevalo, Facilities Manager
Email: jarevalo@altadenalibrary.org
Phone Number: 626-798-0833, ext.110

PROPOSAL DUE **September 17, 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 Gardening firms to provide gardening maintenance services for the Altadena Main Library, located at 600 E. Mariposa Street, and the Bob Lucas Memorial Library, located at 2659 Lincoln Ave, both in Altadena, California.

The Main Library Garden area is approximately 35,000 sqft.
The Bob Lucas Garden area is approximately 2729 sqft.

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:** Jonathan Arevalo, Facilities Manager at jarevalo@altadenalibrary.org.

1.2 ERRORS AND OMISSIONS

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

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

1.3 ADDENDA

The Altadena Library District may modify this RFP, any of its key action dates, or any of its attachments. Addenda will be numbered consecutively as a suffix to the RFP. 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 **September 17, 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 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	August 24, 2021
Last Day for Submission of Questions	September 3, 2021
District Response to Questions	September 10, 2021
Deadline for Receipt of Proposals	September 17, 2021
Evaluation and Optional Interview if Required	September 20, 2021
Selection made	September 27, 2021
Tentative Start Date	October 4, 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 work is to provide gardening services for both libraries. Services, although not all-inclusive, may include:

- Removal of weeds and weed prevention
- Trimming of hedges
- Weeding planted areas
- Lawn maintenance (Mowing, etc. at Main Library only)
- Pruning plants to promote healthy growth
- Leaf and debris removal
- Mulching
- Irrigation repair (when needed)
- **Must use electric gardening equipment** (no 2-cycle gas equipment, lawn mower is exception)
- Inform Facilities Manager of any minor or major gardening maintenance needs (including supplies) at both facilities

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 Management and staff. 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 janitorial 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). 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 Schedule for Gardening Services for Term of Contract

Position	Hourly Rate				
	1 x Per week	2 x Per week	Irrigation repair	Seasonal planting	Debris hauling (if needed)

b. Identify costs cap as not to exceed.

This proposal submitted by: _____
Company Name

Address: _____

Telephone Number: _____

Fax Number: _____

Business License Number: _____

Contact Name: _____

Authorized Signature: _____

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT **SAMPLE**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this day of _____ 202_, (the “Effective Date”) by and between the Altadena Library District, a California Public Utilities District (“District”), and _____ (“Consultant”). District and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. District has determined that consultant services are required _____ for _____ (the “Project”).
- B. Consultant has submitted a proposal to District that includes a scope of proposed consultant services, attached hereto and incorporated herein by this reference, and described more fully in **Exhibit A** (“Services”).
- C. Consultant represents that it is qualified, willing and able to provide the Services to District, and that it will perform Services related to the Project according to the rate schedule included in the scope of proposed consultant services attached hereto and incorporated herein as **Exhibit B** (the “Rates”).

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

AGREEMENT

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

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

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

PROFESSIONAL SERVICES AGREEMENT
[PROJECT NAME]

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 FOR AUGUST 2021**

REPORT: Agenda Item VIII.d.

MEETING DATE: August 23, 2021

PREPARED BY: Christopher Kellermeyer

LOCATION: Virtual Meeting

TITLE: Report of Agenda Item VIII.d. – Project 3rd Ray (Library APP)

BACKGROUND:

The Altadena Library District (ALD) has been collaborating with an app developer to create an application (app) with as many library services as possible under one application, entitled **Project 3rd Ray**. This trailblazing project will be revolutionary in the library world upon completion. There is no all-encompassing application on the app marketplace, forming a confluence of nearly every digitally connected service. Additionally, this application would support and improve our Read Local, Shop Local initiative by providing GPS-based notifications to patrons when they are close to a Read Local, Shop Local partner. Furthermore, all data, except for a couple of databases, would automatically be collected under one storehouse and accessible via a push user interface based on machine learning algorithms. Because Altadena Library District would collaborate on this project with a well-established app development company with a foothold in the library app marketplace, deep discounts apply. Project outcome: One-stop app for nearly all library digital services. See quote on the subsequent page for more details.

PERCENT COMPLETE: 0%

Estimated purchase date: September 6, 2021

Estimated deployment: See quote for estimated phase intervals.

BARRIERS & SOLUTIONS:

The phased deployment intervals are estimates only and may not represent actual deployment phases. Bugs will undoubtedly arise but will receive priority attention from the developer. In addition, this project was not budgeted initially and will require adjustment to account 7185 in the mid-year budget review.

FISCAL IMPACT:

The cost to the District is ~ \$25,000 for the first year and ~ \$15,000 annually in subsequent years for app subscription. If approved, the budget adjustment will appear on account 7185.

RECOMMENDATION:

The I.T. & Technical Services Director recommends that the ALD Board of Trustees approve up to \$25,000 for the Library App's implementation and subscription in the fiscal year 2021-2022. Additionally, the I.T. & Technical Services Director recommends that the ALD Board of Trustees approved the future annual subscription renewal fees, at the discretion of the I.T. & Technical Services Director.



myLIBRO

July 19, 2021

Proposal for myLIBRO Development Partnership (App & Insights) for Altadena Public Library

myLIBRO by ConverSight.ai agrees to provide data insights & patron-facing app services to Altadena Public Library for the periods listed below, with mutually agreeable renewal options for subsequent periods thereafter.

Services provided to include the following:

- Development of full-service myLIBRO app for Altadena Public Library patrons & staff
- Connection of myLIBRO Insights to Altadena’s transactional data & development of the myLIBRO Insights platform for staff and admin use
- Data from software platforms not directly connected will be uploaded via extracted Excel sheets
- Dedicated login for up to 10 users
- Ongoing technical support, integration of additional datasets as proposed below
- Periodic meetings to review on-going development & discuss opportunities
- Preferred rates for subsequent years

Scope of Work (Proposed Stages) – Estimated one-month timeline for connection and testing of each stage in the scope of work below.

1. **Month 1 – App:** Implementation & launch of myLIBRO app for Altadena’s Koha ILS
 - **Insights:** Connection to Koha ILS & SenseSource data
2. **Month 2 – App:** Addition of Trumba calendar, Blogs, Social Media, Live Chat, Library FAQs & CloudLibrary
 - **Insights:** Connection to patron usage statistics data (Ebsco, Gale, CloudLibrary, etc.)
3. **Month 3 – App:** Development of GPS-based library partner offers in-app and via push notification
 - **Insights:** Connection to social media & website analytics data
4. **Mos. 4-8 – App:** Addition of other library content providers to the mobile app as available through API (Flipster, ProQuest, Hoopla, Enki, Novelist, EBSCO, Brainfuse, Tumblebooks, Gale)
 - **Insights:** Connection to remaining platforms
5. Other integrations as determined. Custom implementation/development may incur additional charges determined by scope of work. Above scope includes up to three million records within the Insights module.

Term of 8/1/21-7/31/22

Standard Pricing for Identified Scope of Work

Partnership Price

Implementation Fee (one-time fee) =	\$20,000	\$10,000
Annual Subscription (Insights) =	\$10,000	\$ 5,000
Annual Subscription (myLIBRO app) =	\$15,000	\$10,000
Year One Total =	\$45,000	\$25,000

Christopher Kellermeyer, Altadena Public Library

Mike Rossetti

Mike Rossetti, Director of Sales, myLIBRO

Date

6/24/21

Date



**BOARD OF LIBRARY TRUSTEES
AGENDA ITEM VIII.E. REPORT FOR AUGUST 2021**

REPORT: Agenda Item VIII.e.

MEETING DATE: August 23, 2021

PREPARED BY: Nikki Winslow

LOCATION: Virtual Meeting

TITLE: Discussion regarding ALD COVID-19 Vaccination Policies and Procedures

BACKGROUND

Since the beginning of the pandemic, it has been the top priority of the Board of Trustees and ALD Administration to develop and implement policies, procedures, and protocols to keep our staff and the public as safe and healthy as possible.

As was outlined in the Government Liaison report, multiple local and state governments, such as the Cities of Pasadena and Los Angeles, are requiring employees to be vaccinated, and the State of California recently mandated that all school workers be vaccinated as well. These recent happenings and current vaccination policies across the state for government and public sector employees have set the foundation for the Board of Trustees to discuss and provide ALD Administration direction regarding the possible development and implementation of an ALD COVID-19 vaccination policy.

FISCAL IMPACT

No current fiscal impact. If the Board provides direction to develop and implement an ALD COVID-19 Vaccination Policy, staff will estimate District costs for the required, District-paid COVID-19 weekly tests for unvaccinated employees.

RECOMMENDATION

Staff asks the Board of Trustees to provide direction regarding the possible development and implementation of an ALD COVID-19 vaccination policy that requires staff to be vaccinated for COVID-19.