



AGENDA

Regular Meeting Board of Library Trustees | Altadena Library District
Virtual – Zoom – September 27, 2021 – 5:00 p.m.

IMPORTANT NOTICE REGARDING SEPTEMBER 27, 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: For those wishing to make Public Comments at the September 27, 2021 Meeting, please submit your comments by email to be read aloud at the meeting. If multiple comments are submitted, only the first comment will be read aloud during the meeting. Email and Electronic Comments submitted online will be accepted up to two (2) hours prior to the start of the meeting. Email comments can be submitted to hello@altadenalibrary.org with the subject line: "Public Comment". Electronic Comments may also be submitted online at www.altadenalibrary.org/publiccomment. If you wish to make your public comment during the live meeting, please state so in your email or select "Yes – I want to provide this comment in real-time and need the Zoom link" in the online form.

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

If you are unable to submit via email or the online, you can call in to (626) 798-0833 ext. 118, during the corresponding item of the agenda. For public comment on any non-agenda item, please plan to call at 5:00 pm.

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

In compliance with the Americans with Disability Act, if you need special assistance to participate in the meeting, please contact Library Administration at (626) 798-0833 x118 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 August 23, 2021 [Pages 3-6](#)
 - b. Approval of Minutes – Special Meeting held September 7, 2021 [Pages 7-22](#)
- 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 – August 2021 [Pages 23-31](#)
- VI. Reports (Informational)**
- a. Support Groups
 - Altadena Library Foundation
 - Friends of the Altadena Library [Page 32](#)
 - b. District Director’s Report [Pages 33-37](#)
 - c. Financial Reports – July 2021 [Pages 38-45](#)
 - d. Board of Trustees Standing Committee Reports
 - Budget Committee
 - CFD Committee
 - e. Board of Trustees Ad Hoc Committee Reports
 - Facilities Committee [Page 46](#)
 - Redistricting Committee [Page 47](#)
 - f. Liaison Reports [Pages 48-52](#)
 - g. Trustee Reports [Pages 53-54](#)
- VII. Unfinished Business**
- a. Review and Approval of ALD COVID-19 Vaccination Update and COVID-19 Testing Procedure **(Action)** [Pages 55-62](#)
 - b. Review and Approval of ALD’s Project 3rd Ray MyLibro App Collaboration and Resulting Expenditures **(Action)** [Pages 63-67](#)
- VIII. New Business**
- a. Review and Approval of Updated ALD Computer and Internet Policy **(Action)** [Pages 68-72](#)
 - b. Review and Approval of Architectural Services Request for Proposals (RFP) **(Action)** [Pages 73-119](#)
 - c. Review and Approval of Recommendation for ALD’s Janitorial Services RFP **(Action)** [Pages 120-148](#)
 - d. Review and Approval of CalPERS Open Enrollment **(Action)** [Pages 149-151](#)
 - e. Review and Approval of Resolution 2021-05 to Make Findings Relating to a Declared State of Emergency and Authorize Remote Teleconference Meetings of the Legislative Bodies of the Altadena Library District for the Period of September 27 – October 27, 2021 **(Action)** [Pages 152-155](#)
- 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 – August 23, 2021 – 5:00 p.m.

IMPORTANT NOTICE REGARDING AUGUST 23, 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 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.

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- I. **Call to order**
- II. The meeting was called to order by Trustee Katie Clark at 5:05 pm.
- III. **Open Session**
 - a. Roll Call
Trustee Clark called roll. Trustee Andruess, Trustee Capell, and Trustee Wilkerson responded as present.
 - b. Approval/Reordering of Agenda Items
No adjustments were made.
 - c. Adoption of Agenda
Moved by Trustee Andruess to adopt the Agenda.
Seconded by Trustee Capell.
Roll Call Vote:

Trustee Andrues: 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.

IV. Consent Calendar

Moved by Trustee Andrues to approve the Consent Calendar.
Seconded by Trustee Capell. Trustee Katie Clark opened floor for discussion. No discussion followed.

Roll Call Vote:

Trustee Andrues: 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 July 26, 2021

V. Consideration of Items Removed from the Consent Calendar

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

VI. Department Updates & Special Presentations (Informational)

- a. Department Update Reports – July 2021
Multiple Trustees provided kudos and comments of appreciation for Altadena Library staff's work.
- b. Bond Issuance Presentation – Doug Anderson | Urban Futures, Inc.
Doug Anderson presented the Bond Issuance Overview for the Board and answered questions of the process.

VII. Reports (Informational)

- a. Support Groups
- Altadena Library Foundation
President Bridget Brewster provided report.
 - Friends of the Altadena Library
District Director Nikki Winslow provided report.
- b. District Director's Report
District Director Nikki Winslow provided report.
- c. Financial Reports – June 2021
District Director Nikki Winslow provided report.
- d. Board of Trustees Standing Committee Reports
- Budget Committee
No report.

- CFD Committee
Trustee Andrues provided report.
- e. Board of Trustees Ad Hoc Committee Reports
 - Facilities Committee
Trustee Capell provided report.
 - Redistricting Committee
No report.
- f. Liaison Reports
Trustee Andrues provided the Government Liaison report.
- g. Trustee Reports

VIII. Unfinished Business

- a. None

IX. New Business

- a. Resolution and Approval of Resolution to Adopt a Debt Policy and Disclosure and Tax Policies and Procedures and accompanying materials **(Action)**
Nora O'Brien, Bond & Disclosure Counsel, introduced the agenda item by providing an overview of the agenda item report. The Board discussed and asked questions.
Moved by Trustee Capell to approve Resolution 2021-04 thus approving the Debt Policy and Disclosure and Tax Policy. 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: Not present
 - Trustee Wilkerson: Aye
 - Trustee Clark: Aye**Motion passed.**
- b. Review and Approval of Janitorial Services Request for Proposals (RFP) **(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 Wilkerson to approve the RFP for Janitorial Services. 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: Not present
 - Trustee Wilkerson: Aye
 - Trustee Clark: Aye**Motion passed.**
- c. Review and Approval of Landscaping Services RFP **(Action)**
The Board provided comment.
Moved by Trustee Capell to approve the RFP for Landscaping Services. 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: Not present
Trustee Wilkerson: Aye
Trustee Clark: Aye

Motion passed.

- d. Review and Approval of ALD's Project 3rd Ray MyLibro App Collaboration and Resulting Expenditures **(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 Andrues to postpone this action item for the September Regular Meeting. Seconded by Trustee Wilkerson. Trustee Katie Clark opened floor for discussion. No discussion followed.

Roll Call Vote:

Trustee Andrues: Aye
Trustee Capell: Aye
Trustee Cervantes: Not present
Trustee Wilkerson: Aye
Trustee Clark: Aye

Motion passed. Item postponed.

- e. Discussion regarding ALD COVID-19 Vaccination Policies and Procedures **(Informational)**

Nikki Winslow, District Director, provided background regarding the item, including staff feedback. The Board discussed the background information and provided ALD administration with the direction to draft an ALD COVID-19 Vaccination Policy for ALD staff and schedule a special meeting for the Board to review and take action on the drafted COVID-19 policy.

X. Governance

XI. Announcements & Planning

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

XII. Adjournment

- a. Adjourn Meeting
Trustee Clark adjourned the meeting at 7:02 pm.



MINUTES – SPECIAL MEETING

Board of Library Trustees | Altadena Library District
Virtual – Zoom – September 7, 2021 – 5:00 p.m.

IMPORTANT NOTICE REGARDING SEPTEMBER 7, 2021 SPECIAL BOARD MEETING

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

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

If you are unable to submit via email or the online, you can call in to (626) 798-0833 ext. 118, during the corresponding item of the agenda. For public comment on any non-agenda item, please plan to call at 5:00 pm.

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I. Call to order

The meeting was called to order by Trustee Katie Clark at 5:07 pm.

II. Open Session

a. Roll Call

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

b. Approval/Reordering of Agenda Items

No adjustments were made.

- c. Adoption of Agenda
Moved by Trustee Cervantes 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. Unfinished Business

IV. New Business

- a. Review and Approval of ALD's COVID-19 Vaccination Policy (**Action**)
Nikki Winslow, District Director, introduced and provided background for the agenda item. Katie Clark, Board Chair, allowed public comment on the agenda item to be read into the record before Board discussion.

Public Comment (In order presented to the Board):

- As someone who has enjoyed various Altadena Library ("Library") Concerts and has close friends that are employed by the Library, I am disappointed and saddened to hear that the Library is attempting to set forth a mandate that requires its employees to receive the Covid-19 "vaccine".

As you consider whether to mandate the "vaccine", I politely request that you consider the following questions and predicaments:

1. Studies suggest that natural Covid-19 antibodies are more effective in fighting the Covid-19 virus than the vaccine. In addition, studies have also suggested that those who have had Covid are at higher risk of experiencing adverse effects from the "vaccine". Why then would one require its employees to receive the "vaccine", without considering the potential adverse effects of some of its employees' unique predicaments?
2. If an employee experiences adverse effects that either hinders their ability to perform daily necessary functions or leads to their death, will the Library compensate that employee for those repercussions? Will the Library then provide for that individual's family? Can the Library take away the pain and suffering of that individual or their family? All in all, will the Library hold responsibility for mandating that individual to receive a "vaccine" when they otherwise would not have received the "vaccine"?

Thank you for your consideration, and we all hope you make the right decision.

Sincerely,
AJ Gudino

- *Submitted via email by AJ Gudino and read into the record by Diego Gamboa, ALD Administrative Assistant.*
- I am opposed to this policy; it encroaches upon free will, and I will not stand by an organization, city, county, state, or country dishing out ultimatums, especially pertaining to what people do with their own bodies. Want to know how an ultimatum feels? If you approve this, I will polish my resume and apply to organizations that respect basic human rights.
 - *Submitted via online public comment form by Christopher Kellermeyer and read into the record by Diego Gamboa, ALD Administrative Assistant.*
- Dear Altadena Board of Directors,
Thank you for the opportunity to share our comments and concerns regarding the September 7, 2021 Board Meeting on COVID-19 and vaccinations. I have worked in healthcare and medical research for many years. The key component of research is the Informed Consent process, where a patient is given all the information on both benefits and risks of a treatment and is allowed to make their own choice to take the treatments or not based on what they feel is best for them without any loss of care or benefits. The Nuremberg code of ethics was created to avoid the horrors of Nazi Germany where victims were experimented on with different treatments against their will. Also, the U.S. Health Department unethically conducted the Tuskegee Syphilis study in which black men with Syphilis were lied to and were not given treatment for their disease. The informed consent laws for medical treatment were designed to prevent unethical treatment of people like was done in these situations and to make sure that treatment a person gets is voluntary and not forced against their will. Therefore, either manipulating and forcing people to be vaccinated in order to keep their jobs is both immoral and unethical.
Please also consider that while the COVID vaccine is meant to be a help, it can also be harmful. The CDC uses VAERS (Vaccine Adverse Event Reporting system) to help find out some of bad adverse reactions that people have to the vaccine. The reports so far show (reference: <https://openvaers.com/>) approximately over 650,000 adverse reactions, 56,000 hospitalizations, 1700 miscarriages, and 13,000 deaths associated with the vaccine. So, while the vaccine may benefit some, it could also cause serious harm or even death to others. It should be a personal choice what risks a person is willing to take for their body and life.
I hope you will seriously consider the above information and Not require vaccines for employees. If vaccines are made to be required for employees, I would end my support for the library and tell others to do the same.
Sincerely,

Janelle Miller

- *Submitted via online public comment form and presented in real-time to the Board by Janelle Miller.*

- As an employee of the Altadena Library District I want to state my full support of the proposed vaccination requirement for staff. The library should be a leader in taking this step to protect staff - especially those working with unvaccinated children. Furthermore, a required vaccination for staff members diminishes risk of transmission to people visiting the library. This is sound community-centered policy that affirms the library as a provider and consumer of important information.
 - *Submitted via online public comment form by Aaron Kimbrell and read into the record by Diego Gamboa, ALD Administrative Assistant.*
- This is a message from Viktor Sjöberg, Assistant Library Director of the Altadena Library District.

The proposed policy includes a statement defining the District's "primary function" as "protecting the health and safety of the Altadena community while also meeting its obligation to provide a safe and healthy workplace for employees". I would like to remind the Board that this is in fact not the primary function of the District. The primary function of the District is to fulfill its mission of "bringing people and ideas together". In terms of questions of health and safety, our library has - and will continue to - follow direction from Public Health officials. It is very important that the people chosen to make these decisions are the ones that get to make them. I am not qualified to make any decision about what an individual should put in their body. Neither is our Director or our Trustees.

I believe in every individual's right to make their own medical decisions, and as such, I cannot justify acting in a leadership position in an organization that mandates vaccination.

The proposed policy does not make the library any safer. With an 85% vaccination rate on staff and a 75% community vaccination rate, getting an additional 4 or 5 staff members will not have a demonstrable effect on the level of safety. Please consider that the libraries had close to 4,700 visits during the month of July 2021.

That the board would even discuss the concept of requiring vaccination for patrons is highly problematic and a violation of the American Library Association's Bill of Rights.

I also urge the Board to keep in mind the various motivations for not wanting to get vaccinated, such as being medically vulnerable. Sending these employees to get tested once a week is not a safe option for individuals or the employer.



You are sending your “most vulnerable” into the one environment where they are most likely to get exposed to an active transmission of COVID-19, from vaccinated and unvaccinated individuals. That puts the unvaccinated staff member in danger, and it may increase transmission in the workplace.

I urge the Board to give up the idea of a COVID-19 Vaccination Policy and to instruct staff to continue following public health orders through ongoing updates to the District’s COVID Prevention Plan. Once again: I believe in every individual’s right to make their own medical decisions, and as such, I cannot justify acting in a leadership position in an organization that mandates vaccination.

- *Submitted via online public comment form by Viktor Sjöberg and read into the record by Diego Gamboa, ALD Administrative Assistant.*

- I’m grateful that the Altadena Library District is addressing the need for a Vaccination Mandate to promote a healthy and compassionate community for all of us.

My comments are specific to Section 4 of the proposed policy. There is no question that the science of this vaccination is proven to slow the spread of Covid and lower hospitalizations and deaths. I strongly encourage the Trustees to consider a very clear mandate that keeps us all safe: vaccinate or terminate . . . the freedom of choice is in the hands of every employee. I’m opposed to the concept of paying for the testing and paid time to leave work, get tested and remain home while waiting for results. What kind of message does that send to the staff members who have complied and show up for work . . . taking a risk every day they work along side those who don’t get vaccinated? I think it bears consideration that our tax dollars are being used to cover the cost of those who choose to put others at risk. I hope you will consider strengthening this policy to fully address your concerns for the healthy of our library staff and patron.

- *Submitted via online public comment form and presented in real-time to the Board by Bridget Brewster.*

- I am writing to urge you to reconsider the policy presented to you as it is written, specifically, section 2, the “Vaccination Requirement” for employees of ALD, which is essentially a vaccine mandate, by stating that “all ALD employees must be fully vaccinated for Covid-19 as a condition of employment no later than Monday, September 27, 2021”. There is no need for a vaccine mandate if the District is allowing those who wish to remain unvaccinated the options presented in Section 4 of the policy, (testing and masking).

The policy before you states that “those in the community who are high-risk and medically vulnerable, both of which are not eligible to be vaccinated at this time”, however, offers no definition for “high-risk” or “medically vulnerable”, and seems to be contradictory to the CDC’s current recommendation of a third dose of the Pfizer vaccine to immunocompromised individuals. The policy states that

its purpose is to “protect the health and safety of the ALD employees and the public we serve”. While the CDC states that the Covid-19 vaccines are effective at helping protect against severe disease and death, the CDC also states that “even if you are fully vaccinated, you can become infected and you can spread the virus to others.”

Not only is this requirement illogical, vaccine mandates have no place in our society and no one, especially staff of ALD, should be subjected to them. The policy states that 76% of Altadenans have received at least one dose of a COVID-19 vaccine and 87% of the Altadena Library District Staff are fully vaccinated.” Since the data is available, I encourage you to review vaccination rates by ethnicity and see that mandates such as the one you are considering impact people of color the most. In addition, although the CDC has not yet established the “population immunity” number for Covid yet, a review of other communicable diseases will show that if 87% of the District staff is already vaccinated, it can be assumed that they are at or near a number of vaccinated individuals sufficient for “population immunity” among staff. In order to keep my comment brief, I would like to encourage the Board, staff and even members of the public to review available data from the FDA, the vaccine manufacturers and the CDC, as sources of important and relevant information.

I am urging the ALD Board to respect body autonomy and recognize that personal medical decisions should be made by individuals, without coercion. Thank you for your time.

- *Submitted via online public comment form by Kylynn Chaney and read into the record by Diego Gamboa, ALD Administrative Assistant.*

- Dear Altadena Library Board of Trustees,

I am writing this letter to show my support for the Library’s COVID-19 Vaccination Policy. I appreciate the consideration and work that went into this Policy which will ensure a safe workplace for the staff and protect the health of our library patrons. I believe that the protocols listed in the Policy are a logical step in improving the Library’s safety measures in response to the COVID-19 virus and the deadly Delta variant. By requiring employees to be vaccinated we continue to minimize the risk for all of us and the Library Board will be supporting the health and safety of all who work inside the library facilities as well as protect our library patrons.

One point in the proposed Vaccination Policy that the Library Board may ponder is the option for vaccinated employees to also have the opportunity offered to the unvaccinated employees - free weekly COVID-19 testing on work time. As stated in the proposed Vaccination Policy, unvaccinated employees may undergo weekly COVID-19 testing for free and on work time. If the Board approves the Policy, it would be fair and reasonable to also offer this benefit to the vaccinated employees who are concerned for their health and have taken measures to protect themselves and others.



Thank you,

Margaret Hatanaka
Adult Services Librarian
Altadena Library District

- *Submitted via online public comment form by Margaret Hatanaka and read into the record by Diego Gamboa, ALD Administrative Assistant.*

- First off, I would like to thank the ALD board and the district director for the opportunity to voice my objection on having staff mandated to be vaccinated.

This decision that is being made is very emotionally charged and driven by fear. And this fear has divided many of the staff, patrons, community members, and ultimately the whole country. You cannot make a sound decision based on fear. If history shows us anything, and we should learn from our past mistakes, those decisions made in fear have caused harm to many people. We have monuments dedicated to those mistakes, Dachau and Manzanar come to mind.

I am not an anti-vaccination person. I believe that those who want to get vaccinated whether it be for Covid or other illnesses is up to the individual. And it is none of my business to find out if they got vaccinated or not. There are laws in place that prevent me from getting that information. We must respect those boundaries.

Now to force a vaccination upon individuals in my opinion is tyrannical. Those who choose not to get the vaccine are being called stupid, shunned, ignored, discriminated upon. When a differing opinion that is not in lockstep with this form tyranny, it is dismissed as ignorant, uneducated or from a different political faction. This is all based in fear.

Your decision tonight is to have all staff vaccinated or go through testing. But the endgame is to have everyone vaccinated which also will include our patrons. The door was open last week at the board meeting when a letter was read out to have patrons also vaccinated to enter the building. For those patrons of the Altadena area that are not vaccinated, and that voted on the bond measure to support this library renovation process, are you going to deny them entry but just take their money? Are you going to have them tested also? Who is going to pay for it? Have you counted the cost?

There are studies coming out every day that are showing that the vaccinated are getting just as sick as those that are not vaccinated with this new strain. Studies just came out recently from Israel that showed that 95% of the people that were vaccinated got the new Delta strain and it was transmitted from other vaccinated individuals. That being said, and if you want to follow our EDI standards, then everyone should be tested whether vaccinated or not. They're

doing that at USC now.

If staff is forced to get the vaccine, and something detrimental happens to them because of the vaccine, are you going to support their families and be responsible for their financial well-being if something happens to them?

My suggestion is that the board table this decision until a rational decision can be made not based on fear but on the truth. As I said before, count the cost.

Thank you.

- *Submitted via online public comment form and email and presented in real-time to the Board by Jonathan Arevalo.*

- I am writing in support of the ALD COVID-19 Vaccination Policy. As drafted, this is a common sense policy that is very much in line with policies that are being implemented elsewhere, including by the State of California and the Federal Government. For those employees that are not vaccinated, the policy is also generous providing coverage for testing and allowing it to be done during work hours. Accommodations are being made for those that do not wish to be vaccinated, and it is thus hard to understand resistance to this policy.

Beyond this and while I'm aware of the debate surrounding the vaccines, what exactly is the proposed alternative to this policy here? Vaccines are not being required, so is the opposition to testing? To the extent that there is opposition to this policy, I struggle to understand it.

Finally, with a significant portion of the ALD patronage still unable to be vaccinated (those younger than 12 years old), it is simply irresponsible and dangerous to not have this or a similar policy in place. My wife works for the ALD. She also has two young children at home. This policy helps keep our kids safe in the same way that it does the other kids that visit the library. The implications of not adopting this policy and the message it would send to families in our community would potentially cause lasting damage and a loss of trust from those that ALD serves.

Ben Hamlington

- *Submitted via online public comment form by Ben Hamlington and read into the record by Diego Gamboa, ALD Administrative Assistant.*

- To the Altadena Board of Directors,
For the entire year of 2020 employees worked safely and successfully within all the guidelines of masking and social distancing. So, there's no reason that an unvaccinated person following the same guidelines would have any negative impact on their job duties. Additionally, the current data and studies show that unvaccinated people who have already had COVID already have antibodies and strong immune responses. So, there would be no need for a person who had COVID to get a vaccine if they don't want to, as their body already has



antibodies to the virus.

Finally, the COVID vaccine is meant to help decrease the severity of COVID symptoms. BUT, a vaccinated person can BOTH get and spread COVID to another person. So, to require all employees to be vaccinated does NOT prevent anyone from contracting COVID themselves or spreading it to others. Please review this professional testimony by Dr. Christina Parks and other physicians (Dr Christina Parks testimony4 - YouTube) regarding the vaccines and transmission. So it's unreasonable to put unnecessary employee mandates to be vaccinated in place, as it will not stop COVID infections from occurring. Please do NOT start mandatory COVID vaccine requirements for employees. If you do, I will tell all my family and friends NOT to support the Altadena Library in any way moving forward.

Sincerely,

Adam Roberts

- *Submitted via online public comment form by Adam Roberts and read into the record by Diego Gamboa, ALD Administrative Assistant.*

- Good evening.

I'm here to talk about COVID-19 Vaccination Policy.

I do not believe it is right for this organization to mandate workers to take a vaccine and issue weekly tests and even be put on unpaid administrative leave if one refuses to be tested. I believe covid 19 vaccinations are an individual choice. Therefore this policy is unlawful and unconstitutional to enforce.

I have questions for you to consider....

If one were mandated to receive a Covid-19 vaccination, will the employee health insurance plan provide complete coverage should one experience an adverse reaction, or complications?

As an employee, will ALD be providing Workers' Compensation, disability insurance, or other resources if one were to have complications due to Covid-19 vaccination?

In my research, some life insurance policies do not provide any coverage in the event that one dies from receiving a Covid-19 vaccination. Does our policy provide that?

It would be detrimental if Employees and or their families file a civil suit against ALD should an employee suffer an adverse reaction, death, or termination from their place of employment.

Now I ask you how far are you willing to go?

First, you start with the staff, then what? Are you going to require that volunteers, performers, vendors, or any outside company we hire Be vaccinated?

And what about patrons? We have hundreds of people coming into this building daily. Are you going to require staff to take a record of every patron vaccination status?

Who is now going to keep all of this personal information?

Can you please explain your obligation to me, under HIPAA law, and how you are going to protect personal health information for staff, volunteers, vendors and patrons - both with respect to your requirement that one receive this vaccination to work or come to the ALD?

Not only are you opening up yourself to liability, you are also going against what our current EDI team is teaching us.

This is from the EDI's guiding document made on June 11th 2020 and I quote

The purpose of the EDI Team at the Altadena Libraries is to continually evaluate the Altadena Library District's operations through the lens of the District's values "Equity, Empathy, and Innovation" and guide efforts to dismantle explicit and implicit discrimination that may exist in the District's policies, programming, operations, and service model.

In addition, part of the EDI's vision is that the district is:

- Representative of all and explicitly anti-discriminatory
- A safe space for people experiencing oppression
- A leader in our community in facilitating conversations about equity

Are you now saying that the ALD is not going to let patrons, vendors, performers, and or even hire potential future staff members due to their vaccination status? That is discrimination and segregation.

Our Mission at the Altadena Library is "The Altadena Library District brings people and ideas together."

You are no longer living up to that mission if you are going to put this policy in place. You are now going to start to segregate and discriminate all those who are unvaccinated.

So I leave you with this question..... who are you going to exclude from the Altadena Library- to begin with, its employees? If employees, then you have to place that same policy to the community at large. Are you going to discriminate and segregate all unvaccinated and keep them from using Altadena Public

Library?

Thank you!

Mikayla Arevalo

- *Submitted via online public comment form and email and presented in real-time to the Board by Mikayla Arevalo.*

- Good evening and thank you for taking the time hear our comments during this meeting and your consideration of our input to the matter at hand. I come to you as not only a patron of Altadena Public Library since my teenage days in middle school, where an abundance of available literature provided the means to gain knowledge and excel in education, but also in self study of various trade skills, namely automotive mechanics, construction, plumbing, electrical and others which have provided valuable skills to help family, friends and the community. I was hired as a handyman for various repairs and upgrades during the renovation of the library in the year 2017 which included the planter platforms, furniture, and custom wood paneling in the conference room. While these experiences have materially impacted my life, what makes this even more personal are some very dear, long time friends who are on staff and allowed me the to be hired for these contracts.

This brings us to the COVID-19 vaccination policy under current review. The agenda notes state:

"To ensure that the ALD fulfills its primary function of protecting the health and safety of the Altadena community while also meeting its obligation to provide a safe and healthy workplace for employees all ALD employees must be fully vaccinated for COVID-19 as a condition of employment no later than Monday, September 27, 2021."

A majority of Covid-19 vaccines are not approved by the FDA, but rather approved under an Emergency Use Authorization (EUA), for investigational use only. These lack requisite studies and are not approved medical treatment. The FDA is required to "ensure that recipients are informed to the extent practicable given the applicable circumstances ... That they have the option to accept or refuse the EUA product ..." (<https://www.fda.gov/media/97321/download>). The exception is the Pfizer 2 dose vaccine which received FDA approval at the end of August for those aged 16 and older. However, please note it still maintains emergency use authorization for children aged 12 to 15. A logical question arises as to why the FDA left this age category under EUA. Has enough testing been performed to allow staff members to make an informed decision on whether to vaccinate or not, and if yes, perform do diligence on which vaccine to administer given the scientific research and results? Any compulsory EUA vaccination requirement is a violation of federal law. With the board's vaccination requirement, you are legally limiting employees to the Pfizer product. As citizens of this great nation, should we not be able to choose which

medical treatment we receive?

Under the 2005 PREP Act enacted by Congress, pharmaceutical companies that manufacture EUA vaccines are shielded from liability related to injuries and damages caused by their experimental agents. However, any employer, entity or person who mandates experimental vaccines on any human being is not protected from liability for any resulting harm. Is ALD willing to take responsibility to address medical conditions that may potentially result from employees who select one of the EUA's? I urge you to consider the fiscal impact this may cause in the future in medical liability. I will close with this. If an employee is healthy, tested, and poses no risk in spreading COVID-19, why force them to receive an injection which will introduce COVID-19 into their system and potentially be spread to others? Again I thank you for your time and pray for wisdom in the decision that is to be made.

- *Submitted via online public comment form by Raffi Euredjian and read into the record by Diego Gamboa, ALD Administrative Assistant.*

- Hello,

I've been a patron of the Altadena Library my whole life and I've gotten the honor to be a vendor/caterer for some of the ALD events. I love the library and the staff there throughout the years have been so kind, friendly, and helpful to me.

But I am here to state that I am against this policy of o mandate the vaccine to the employees on staff. And your thoughts and hoped of mandating it to the public as well. In my opinion, it is everyone's right to choose what they believe in and what they choose to do. That is why we live in America. We may not agree with each other's beliefs- be it political, religious, or health. But as fellow humans and Americans we are to respect and hear out why others believe different. We are not to force or put people into a corner just because we want them to believe or follow what we believe in. It is their legal right to choose. So you mandating and telling your employees and possibly patrons as well that they can not work or come to the library because they do not believe in your beliefs goes against certain amendments in our constitution. It's unlawful and does not have true American values. For some people, they can't take it for religious or serious health reasons - especially since this is not FDA approved and an experimental vaccine. Will you be ready to be liable should anything happen to your employees since you are telling them take this or lose your job? I understand these times are scary and difficult, but taking the vaccine is not a cure nor does it keep you from getting covid-19 again. I urge you to really do your research and checks the statistics of this vaccine not just what media or others are telling you. Really do your homework and think of what is legally right and moral. Not what you feel pressured to do or what makes you more comfortable cuz or your beliefs and agenda without having done your research properly or consideration of others. Thank you.

- *Submitted via online public comment form by Briana and read into the*

- Thank you to the Trustees and Nikki Winslow for their diligence in keeping staff safe throughout the pandemic and into the future. I did want to make a public statement in regards to our apparent pending policy.

I think it should be acknowledged that vaccinated staff are accepting/bearing additional infection/exposure risk on behalf of those staff members who choose to be unvaccinated.

The risk may be small, but it is real and can have severe consequences for our health and the health of our families. Not acknowledging this will most likely create some resentments: let's just get it out in the open and move on. I do not mean to suggest this should be in the policy itself, just a verbal acknowledgment at a board meeting would suffice.

- *Submitted via online public comment form and presented in real-time to the Board by Mark Parsons.*

- I am the oldest employee at the library. If anyone should be concerned, during this time, it should be me. With that being said, I have taken extra steps with my health so I will minimize my chances of getting sick. Not just from covid but from the flu, cold etc. I have lost weight, I exercise, I eat healthy, and I am taking several vitamins to boost my immune system. By taking these steps, it is not only helping me from getting sick but everyone I come into connect with. If and when I get sick I will stay home. I haven't taken a sick day in 7 plus years so I have plenty sick hours.

If I answer affirmatively to any of the questions on "The Daily Health Declaration Form" that I complete every weekday, then I could see why I should get tested. But to have to get tested every week I think it is a waste of time, money, and my sanity.

2020 California Code

Health and Safety Code - HSC

DIVISION 20 - MISCELLANEOUS HEALTH AND SAFETY PROVISIONS

CHAPTER 1.3 - Human Experimentation

Section 24171.

Testing

Q: What are the testing requirements of the revised ETS?

A: Employers must offer testing at no cost to employees during paid time to:

- Symptomatic unvaccinated employees, regardless of whether there is a known exposure. This is a new requirement.
- Unvaccinated employees after an exposure.
- Vaccinated employees after an exposure if they develop symptoms.
- Unvaccinated employees in an outbreak.

- All employees in a major outbreak.

Thank you for your time,

Michelle Hoskins

- *Submitted via online public comment form by Michelle Hoskins and read into the record by Diego Gamboa, ALD Administrative Assistant.*

- Members of the Board and to the Altadena Library Districts Director,
I am writing you to oppose the proposed policy Covid-19 Vaccination for all ALD staff. I believe the policy is infringing on the rights of employees to exercise their freedom of choice. Enforcing such vaccinations do not guarantee protection from and for the spread of the virus. Nor does the vaccination guarantee protection of any side effects be it mild or severe or even death. There are studies that support that these vaccinations have been counterproductive since injecting the virus in some people have caused ill effects on the vaccinated and also spreading it to others.

In my opinion, the policy is unethical, unjust, and unconstitutional to enforce such vaccinations. Each person should make that choice since it is their own body. Both fully vaccinated and non vaccinated individuals have been noted to contract the Covid -19 Virus. Therefore, to enforce weekly testings to only the non vaccinated is promoting segregation and, moreover, to issue administrative and unpaid leave to those who oppose such testing is discriminatory.

Please consider your decision highly as you might lose some dedicated, hard-working, and vital employees of the district. And perhaps face legal issues in the future.

Thank you for your time.

Sincerely,

Paulina Arevalo

Volunteer of ALD

Patron

- *Submitted via online public comment form by Paulina Arevalo and read into the record by Diego Gamboa, ALD Administrative Assistant.*

- The vaccination policy currently under review by the Board of Trustees at ALD is an entirely reasonable response to current public health concerns and the realities of working in public service. As the two librarians representing Youth and Family Services (YFS), we would like to express our support of this policy as a response to the conditions of working with youth and children, a population that is uniquely at risk for contracting Covid-19.

There is currently no available Covid-19 vaccine for children under the age of



12. While this mandate is offering library staff the choice to get vaccinated or tested, children that enter our buildings do not have this choice. Therefore, the proposed vaccination policy would provide added protection for children and their families in our buildings and would decrease the chances of transmission or serious infection among staff and their own families.

We feel that part of our job requirement to provide public services to teens and children involves a requirement to keep them safe and healthy by keeping ourselves safe and healthy. If approved, this policy would demonstrate to the community of Altadena that this library is committed to the safety of their children by providing a library experience that minimizes health risks. If we agree that ensuring safe and healthy library service is a priority, then it is completely reasonable to have policies which work to deliver that service.

We would also like to address rebuttals to this policy which invoke ideals of bodily integrity and interference with personal liberty and freedom. We strongly disagree. As stated by Lawrence O. Gostin (2021) in Scientific American:

Discrimination is wrong when it is based on irrational reasons or animus, such as discrimination based on race, gender or disability. But vaccine mandates are simply a tool, and they apply equally to everyone. They don't impute blame or seek to shame the unvaccinated. They are intended only to keep the entire population safe.

This policy allows for many choices. This policy allows for all employees to maintain their personal practices around health and safety, but with small provisions to ensure public safety like verifying vaccination or regular testing on company time with no cost to the employee. Currently all public-school staff in California are required to show proof of full vaccination or be tested at least once per week (LA County Department of Health, 2021). Additionally, most K-12 schools are requiring students provide weekly negative tests to attend school in person, the same vaccine alternative that is being asked of library staff. The proposed vaccination policy for ALD is hardly different from other public sector policies or even a Code of Conduct. When you enter a workplace, you make many concessions: to dress a certain way, to act and treat others a certain way. The proposed policy asks that employees come to work in a certain way: with one of two forms of proof that they are not vectors of a viral disease especially contagious for children who do not have the choice to be vaccinated. We are making the personal choice to support protecting the most vulnerable in our community.

Signed,
Isabelle Briggs, Teen Services Librarian
Yvette Casillas, Youth & Family Services Librarian

Works Cited

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Scientific American, Scientific American, 5 Aug. 2021,

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LA County Department of Public Health. "Reopening Protocols for K-12 Schools: Appendix T1." La

County Department of Public Health, 12 Aug. 21AD,

publichealth.lacounty.gov/media/Coronavirus/docs/protocols/reopening_K12schools.pdf.

- *Submitted via online public comment form by Isabelle Briggs and Yvette Casillas and read into the record by Diego Gamboa, ALD Administrative Assistant.*

After public comment, the Board proceeded to discuss the comments and the agenda item. The Board discussion led to proposed amendments to the draft policy to provide clarify the intent of the policy on Section 2, remove the masking language and include reference to the District's COVID Prevention Plan in Section 4, and including language to allow all interested staff to get tested at no cost.

Moved by Trustee Andruess to approve the COVID-19 Vaccination Policy with the outline amendments. Seconded by Trustee Cervantes. Trustee Katie Clark opened floor for discussion. Trustee Capell mentioned that they did not feel comfortable with any indication to testing be on work time. Further discussion ensued. The motion was amended to strike the second sentence from Section 4 anything with costs and be replaced COVID-19 testing will follow the procedure developed by ALD.

Roll Call Vote:

Trustee Andruess: Aye

Trustee Capell: Aye

Trustee Cervantes: Aye

Trustee Wilkerson: Nay

Trustee Clark: Aye

Motion passed.

V. Adjournment

Trustee Clark adjourned the meeting at 7:25 pm.



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

DEPARTMENT: Adult Services

MEETING DATE: September 27, 2021

PREPARED BY: Viktor Sjöberg

LOCATION: Virtual Meeting

The Curiosity Connection Meets People Where They Are

During our official programming break in August, our mobile library continued to make appearances in our community, coordinated by Innovations Librarian Aaron Kimbrell. One of our six outings in August was our first pop up at one of our [Read Local, Shop Local](#) partners, Comics Factory in Pasadena.



The Curiosity Connection also continued to involve the breadth of staff here at ALD with a re-stocking visit on the August 13 to our local Little Free Libraries with Carlene from Technical Services.

We attended three of the Concerts in the Park at Farnsworth Park, presented by the Rotary Club of Altadena. Staff from multiple departments represented the Library and had fun with the community.

A special event in mid-August saw the Curiosity Connection broadening the reach of the Mobile Library into Pasadena. In an event born from Library Assistant Mark Parson's connection with the owner of local comic book store Comics Factory, the Curiosity Connection traveled there for a special family-friendly version of Free Comic Book Day.

This event was a great opportunity to share with young families the joy and approachability of our library. At the Free Comic Book Day Jr event we connected with nearly a hundred



visitors, which made it our busiest Curiosity Connection event to date.

We raffled off six graphic novels and made several library cards. The Mobile Library continues to successfully spread our District's expertise, warmth, and humor in new places and to new audiences.

Altadena Library card holders are able to enjoy a 10% discount on purchases from the Comic Factory as a part of our Read Local, Shop Local program. We look forward to planning similar events with our other local business partners!

Altadena Town Council's Communications Committee

I (Viktor Sjöberg) have joined the Altadena Town Council's Communications Committee. The committee held its first meeting in August and decided to form two separate teams; one focusing on the internal communication of the Town Council and the other focusing on external communication. I am a part of the second team and foresee this being the first use of the Library's Community Asset Map by non-Library staff as the Communications Committee is looking to build a comprehensive list of organizations in Altadena, which something that the Library staff has already completed in our asset map.

Seed Library

We had Anne Kuo give a presentation on Seed Saving. We had 30 people attend. There were great resources, tips & tricks shared and everyone had an opportunity to ask thoughtful questions to improve their gardening skills. [View the archived version.](#)

Into the Body: Stress Management

While the attendance numbers were small for this program, we were able to curtail the curriculum to meet the specific needs of the participants. We had a thoughtful discussion around stress management in the context of intimate relationships and building healthy family dynamics. We also got to practice meditation.

Farmers Market Activities

Library Assistant Mel reached out to Stacey from the Farmers Market and was able to plan our fall schedule. We will be at the Altadena Farmer's Market the Second Wednesday of (Sept-Dec) and we will be joined by the Seed Library. Stacey is a big library supporter and is thrilled to have us be a part of this regular beloved community event.



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

DEPARTMENT: Youth and Family Services

MEETING DATE: September 27, 2021

PREPARED BY: Mylinh Hamlington

LOCATION: Virtual Meeting

CHILDREN'S SERVICES - Yvette Casillas, YFS Librarian

General Updates

- Yvette Casillas and Fin Lee organized the Community Room stage storage with great success.

Programs and Services

- “Our Summer” drawing winners were contacted and successfully picked up their respective prizes: a Nintendo Switch Lite or a \$100 gift card to Kidspace Children’s Museum. The young patron that won the Kidspace Museum Gift Card was excited to meet Yvette. His mother shared with us that he was a big fan of her Straw Rocket Craft Video on YouTube.
- We reviewed “Our Summer” program evaluation results which were mostly positive, and patrons provided feedback and suggestions that the department will consider for future programs.
- The final Virtual Programming grant program, Create with Procreate: An Introduction to Digital Drawing Tools for Teens, was well attended by a diverse group of teen girls. The two-part program was a great success, participants were excited to design and print their own vinyl stickers returning two weeks in a row. This program was led by librarians Yvette Casillas and Isabelle Briggs.
- August is a programming break for the Youth and Family Services team. However, the team is busy preparing for Fall programs. Fin has enthusiastically started preparing for our new Baby ASL Storytime. Yvette and Fin have created marketing materials for the YFS department for all upcoming Fall programs.
- Yvette collaborated with Mark Parsons and Aaron Kimbrell, creating “Make Your Own Comic Book” Kits for their community pop-up event at the Laugh Company for the first ever “Free Comic Book Jr.” event.
- Yvette and Mylinh are wrapping up their reports for their respective grants received from the State Library.

Training

- Fin and Heather completed storytime trainings which included Super Charged Storytime and NYPL Raising the Bar.

- Mylinh and Yvette met with their cohort for their Brazelton Touchpoints in Libraries training.

Children's Area and Collection

- The Children's Area has seen more patrons come in after school and we continue to make new cards.
- Fin and Yvette designed a display to promote our display case to young patrons who might want to display their collection at the library.
- Yvette has cataloged five new learning STEAM Kits which include an Automobile Engineer Kit, Aircraft Engineer Kit, Cubelets Robotic Kit, Music Learning Kit, and Toddler Build and Play Kit. Patrons are excited to see new items in the Library of Things for families and children. These kits were purchased using funds from our participation in Growing Together Pasadena
- We have purchased items to create a Yoga and Wellness Kit and Calming Down Kit to be added to our Library of Things collection.
- In addition to our French language Read With Me Kits we are also expanding our French Juvenile collection due to high patron demand.
- We have purchased three additional Nintendo Switch systems, four Nintendo Switch controllers, three copies of Mario Kart 8, and two copies of Super Smash Bros. for our upcoming Fall Switch Programming and future Library of Things additions. All items funded through the State Library Virtual Programming grant.

TEEN SERVICES – Isabelle Briggs, Teen Librarian

Programming

- The only programs offered for teens this month were part of the California State Library Virtual Programming grant, otherwise programs were suspended for the August break. The ProCreate classes were planned with the Youth & Family Services Librarian and as stated previously they were a great success!

Teen Volunteers

- The Teen Volunteer Program officially launched in August with the first e-blast to all applicants in the system (almost 50). The application and communication process has been streamlined so that all teenage volunteer applicants are under one program. They will receive monthly emails about upcoming library events which need volunteer support and meeting dates for the Teen Leadership Council. Staff requests for volunteers have also been streamlined into a single form where they input dates of programs, number of volunteers needed, and duties. Within 24 hours of the first email being sent we received more than enough sign-ups for the shifts in September at the Arlington x Altadena Garden Party – hopefully the enthusiasm keeps coming! Anyone interested in volunteering, both teen and adult, can sign up on our library website.

Upcoming Programming

- More progress was made on "Shared Landscapes: Mapping Teen Altadena," the upcoming Fall program which received funding support from California Humanities through their Humanities for All Quick Grants program. Marketing collateral needs have been prepared for the new Marketing Specialist. Two digital cameras with microphones

were ordered and received for cataloguing in the Library of Things, with the intention of being used by teens in documenting their surroundings for submission to the project. An informational presentation was also prepared for promotion and sharing with community groups.

Outreach

- An outreach highlight was connecting with the LGBTQ+ Club at John Muir High School through the @AltadenaTeens Instagram account. We are currently working on hosting the club on an upcoming Saturday in September and visiting their regular meetings during the school day at Muir. The Vice President and Social Media Manager for the club has been very communicative and enthusiastic about partnering with the library.



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

DEPARTMENT: Bob Lucas Branch

MEETING DATE: September 27, 2021

PREPARED BY: Diana Wong

LOCATION: Virtual Meeting

Bob Lucas Branch Services

In a blink of an eye, August came and went--the BL team spent the end of summer preparing for the upcoming Fall season programs and activities. We are very excited for all the fun programs we have planned and even more excited for a very special outdoor event scheduled in October!

- **Adult Craft Hour** will continue at Loma Alta Park this Fall. With the program's popularity and the ability of our Library Assistant, Michelle Hoskins to create a welcoming environment for community members to bond, learn and relax, it was a no brainer to bring back the activity. Registrations continue to reach capacity every month.
- **Deposit Libraries** – We have surpassed our 2021 Operational Goal by establishing 3 deposit libraries for children's materials. You will now find 2 deposit libraries on the west side of Altadena at *Lucy's Café* and *Mota's Mexican Restaurant*. The 3rd location can be found at our RLSL partner, *Los Primos Mexican Food*.
- **Library of Things-** Fin (YFS), Carlene (TS), Mel (AS) and Diana (BL) convened this month to discuss Library of Things "things" suggestions submitted by the public and library staff. You can look forward to 2 new additions of 'Things' to the LoT collection in the coming months:
 - *Calm Down Kit* (for youth)- A kit containing various items like noise canceling headphones, visual and auditory stress relievers to help improve concentration and manage anxiety.
 - *TI 84 Graphing Calculators*-This calculator is used in high school math classes or during standardized tests. The library is making this expensive piece of technology available for check out, with hopes that it helps mitigate the financial burden on youth or adults engaged in STEM fields.
- The **From the Garden** series continues strong this season with a combination of virtual and in-person events. These programs are scheduled for the 4th Saturday of each month and we encourage all to register early as spaces fill up quick.
 - September- The very knowledgeable, Yvonne Savio will doing a virtual presentation on repurposing and recycling household items into new gardening tools.

- October- Jessica Yarger from Seed Library will be returning to lead another hands-on planting event for cool season vegetables in our edible garden beds.
- November-Levi Brewster and local Master Gardener Tahereh Sheerazie will lead a hands-on planting event focused on CA natives along the Ventura entrance.
- A new storytime, **Cantonese-English Storytime** will take place at Charles White Park starting next month and will run through the first 2 weeks of November. It is scheduled for most Wednesdays at 10:30am and the Curiosity Connection will also be in attendance. Looking forward to seeing you there.
- On Saturday, October 16 from 10am-3pm, we are celebrating the **30th Anniversary of the reopening of Bob Lucas Library** with an outdoor celebration. We will have free food, games, prizes and entertainment for all to enjoy. The Lucas family will be attending and giving short talk about Bob Lucas and the library.

Adult Literacy Services

- On Monday, September 27, literacy sessions and ESL classes will return to meeting indoors at the Altadena Seventh-day Adventist Church. While our ESL facilitator, Modesta Nava has done a great job making it work with a combination of indoor/outdoor instruction over the past year, she and her learners are looking forward to a quiet (traffic-free) space to teach and study. For tutoring pairs who meet in the mornings, they are able to reserve a classroom for their weekly meetings.



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

DEPARTMENT: Technical Services

MEETING DATE: September 27, 2021

PREPARED BY: Christopher Kellermeyer

LOCATION: Virtual Meeting

- A 360 Degree VR camera has been purchased for use as the District’s regular camera, and will be used to stream 360 degree live footage of our events in 30 minute intervals; this hardware has been deployed to the Innovation Librarian.
- Our Cisco-OpenDNS CIPA compliance platform has been renewed for an additional 3 year interval; renewing on a 3 year term reduced the cost over 3 years by: \$465.
- 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 AUGUST 2021**

DEPARTMENT: Facilities
PREPARED BY: Jonathan Arevalo

MEETING DATE: September 27, 2021
LOCATION: Virtual Meeting

Facilities Highlights for the Month of August:



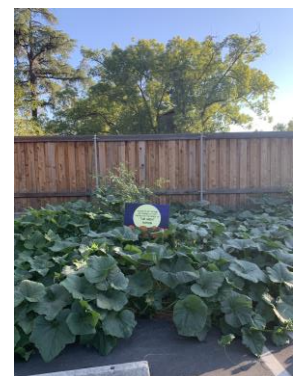
We have made some additions to the mobile library for the safety of staff and our patrons in the form of outside lighting and a retractable sidestep.

Carpet and a upholstery cleaning was completed at the Bob Lucas Branch Library.



Other facilities projects done in the month of August:

- Irrigation upgrades completed at the vegetable garden at the Main Library
- RFPs were posted for janitorial and gardening services for both libraries on BidNet
- Continued General maintenance of both libraries





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

REPORT: Friends of the Altadena Library

MEETING DATE: September 27, 2021

PREPARED BY: Sallie Cruise, *President*

LOCATION: Virtual Meeting

On October 2nd and 3rd the Friends will have their Large Book Sale with all categories being sold. We hope you might come and visit us if you have the chance so you can see the scope of our operation.

The sale will be on Saturday, October 2 from 10am – 4pm and Sunday, October 3 from 10am – 2pm.

I'm afraid that is all I have time for this month, but the sale has taken up all our time!

I apologize for not attending in person, and I hope to see you next month.

Yours sincerely,

Sallie Cruise
President FOAL



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

DEPARTMENT: Administration

MEETING DATE: September 27, 2021

PREPARED BY: Nikki Winslow

LOCATION: Virtual Zoom Meeting

Staffing Updates:

- a) Hires/Promotions: Brin Wall – Marketing Specialist – September 13, 2021; Tony Rainey – Administrative Services Manager – September 20, 2021; Thymie Truong – Library Aide – September 21, 2021
- b) Appointments: None
- c) Transfers: None
- d) Resignations/Retirements/Terminations: Marian Ekweogwu – Library Aide – September 18, 2021

New Hires!!



I am so excited to introduce **Brin Wall, our new Marketing Specialist**, who started with us on Monday, September 13th! She is a strategic communications professional who has worked as a writer, editor, graphic designer, photographer, social media content provider, part-time librarian, and public information officer.

Much of her career has been spent in the business world, first at Toyota Motor and most recently Edwards Lifesciences. At Toyota, she wrote and edited employee communications, ran its North American media website, analyzed social media impact, and helped launch internal digital communication platforms. At Edwards, she and her team supported the IT division with strategic and project communications. Brin also served as a public information officer for Santa Ana College and a part-time public librarian for the City of Burbank.

She holds a master's degree in library and information science from the University of California, Los Angeles, and a bachelor's in journalism from the University of Kansas. She lives in Long Beach with her husband (Jason), twin 8-year-olds, many books, and too much technology. She likes to discuss the Oxford comma and has a slight obsession with squirrels. (see photo below- haha!). 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.

It is also with great pleasure that I introduce our new **Administrative Services Manager Tony Rainey!** He joined our team last Monday, September 20th. Tony's most recent position was serving as is the Interim Finance Manager for the City of Rialto. He has worked for various levels of Federal and Municipal government agencies and has a multifaceted background in Government Finance, Information Technology, Strategic Planning, Public Procurement, and Human Resources.



Tony has a Bachelor of Arts degree in Political Economy of Industrial Societies from the University of California at Berkeley, a Master of Public Administration degree from the University of Washington in Seattle, and a Master of Science in Information Systems Management from Seattle Pacific University.

Tony has served as a Board of Director of the Charles County Libraries in Maryland and is a member of the California Association of Public Procurement Officials (CAPPO), California Society of Municipal Finance Officers (CSMFO), and Municipal Management Association of Southern California (MMASC). He is always learning, open to new ideas and is passionate about sharing his knowledge and experience with others.

I feel very fortunate to bring Tony on board with so many years of relevant experience to this position. We had a great first few days together and I know he is going to help us update our Financial Policies and many more projects!!

Sadly we only had five short months with Marian Ekweogwu, one of the Library Aides we hired in the Spring. She recently completed her MLIS and was offered a position by the organization she had in internship with while getting her degree. Her last day was September 18th. We wish her the best in this exciting new adventure!



Thankfully we still had an eligibility list from the **Library Aide** interviews and was able to offer the vacant position to **Thymie Troung** (pronounced tie-me) and she started with us on September 21st! She is from Rosemead and will soon be earning her MLIS degree from San Jose State University. She spends most of her time reading, playing video games, cooking, doing yoga, going on walks, and playing with my miniature dachshund, Paisley (I am a BarkBox subscriber!). She also has an extensive graphic novel collection at home and read those whenever she has time. She loves getting to know everyone's cultures and learning more about people and looks forward to learning and growing as an ALD employee. Welcome to Thymie!

Hiring Updates:

- Community Partnership Librarian Vacancy: We did another round of interviews for this position the week of September 20th. We are hoping to offer the position soon and hire someone into this role within the next few weeks.
- Part-Time Library Clerk Vacancy: Interviews were conducted for this position on 9/16. We offered the position to one of the candidates and are excited that they accepted! They should be starting with us in early October

Current Library Service Hours

Main Library: Monday, Wednesday – Saturday: 12pm – 5pm
 Tuesday: 12pm – 8pm

Bob Lucas Library: Monday – Friday: 12pm – 5pm

Passport Services: Monday – Saturday: 9am – 4pm **(by appointment only)**

This office is located in the SW corner of the Main Library Building

Statistical Update

Fiscal Year 20-21

System-Wide Statistics FY20-21	July	August	September	October	November	December	January	February	March	April	May	June
E-Resource Checkouts	6,313	5,897	5,587	5,215	5,058	3,635	4,852	4,959	4,657	4,589	4,373	5,691
3-D Printouts	41	24	20	20	0	0	0	0	0	0	0	0
Reference Sessions	60	108	123	332	231	114	128	114	133	163	244	311
Live Chat Sessions	52	37	61	56	35	23	14	34	38	29	17	21
Main Library Statistics												
Physical Collections Checkouts	3,263	4,650	7,111	6,467	5,543	1,234	1	1	4,891	5,348	6,173	12,040
Library of Things	22	34	30	21	40	22	0	0	40	88	78	64
Print from Home Transactions	0	0	0	0	1	0	0	0	0	0	0	0
New Patrons	73	59	53	71	48	44	47	62	68	98	120	211
Bob Lucas Statistics												
Physical Collection Checkout	186	382	622	603	786	101	1	1	207	676	1,002	1,062
Library of Things	6	10	7	6	6	4	0	0	1	24	26	19
Print from Home Transactions	0	0	0	0	1	0	0	0	2	1	0	0
New Patrons	0	0	0	0	0	0	0	0	0	7	13	20
Passport Services												
Passports Processed	CLOSED				Open 11/1-24		CLOSED					
Passport Photo Sessions					60				116	115	105	121
Phone Calls Received					150				609	917	945	823

Fiscal Year 21-22

System-Wide Statistics FY21-22	July	August	September	October	November	December	January	February	March	April	May	June
E-Resource Checkouts	5,232	5,104	0	0	0	0	0	0	0	0	0	0
Reference Sessions	235	421										
Live Chat Sessions	21	15										
Main Library Statistics												
Physical Collections Checkouts	13,427	13,069	0	0	0	0	0	0	0	0	0	0
Library of Things	22	53										
New Patrons	183	153	0	0	0	0	0	0	0	0	0	0
Bob Lucas Statistics												
Physical Collection Checkout	862	707	0	0	0	0	0	0	0	0	0	0
Library of Things	6	13										
New Patrons	22	9	0	0	0	0	0	0	0	0	0	0
Passport Services												
Passports Processed	161	161										
Passport Photo Sessions	0	0										
Phone Calls Received	655	564										

As statistics continue to increase, we can now start to compare the numbers from the previous year to this year. I am going to work on creating one chart that will compare the two in a side-by-side manner. We are pleased to see more and more items being checked out from both buildings as well as utilization of the items from the Library of Things.

Partnerships & Programming:

Annual Taste of Dena Fundraiser

I know this annual experience, held on Saturday, September 25th at 7pm, has already passed but wanted to promote it through this report to those that may read it when the package gets published ahead of the event. Tickets are still available for those that want to attend, being held in the Main Library parking lot. They are \$75 each, \$140 for two. Come enjoy local cuisine, wine and live entertainment, as well as the opportunity to connect with other library supporters.



Dinner with the Director at Bulgarini Gelato Vino Cu...

There will also be the annual “Mystery Wine Pull” and a **virtual silent auction** – both of which can be accessed through the Foundation’s website for those attending or

not able to attend in person. You can even bid on a dinner with me at the delicious Bulgarini or even to play some tennis with me! There are many other amazing items and experiences to bid on so check it out! All of this information and more can be found at:

www.AltadenaLibraryFoundation.org/TasteofDena.



Tennis with the District Director of ALD- Nikki WIns...

Friends of the Altadena Libraries HUGE Book Sale



The work of the Friends of the Altadena Libraries are in full swing again! They have been taking donations for almost two months now and are ready to hold a HUGE Book Sale during the first weekend of October. Similar to past book sales, they will have exclusive browsing hours for Friends members on Saturday, October 2nd from 10a-12p (you can become a member at the door!), and then offer hours to the general public that afternoon from 12p-4p and then again on Sunday, October 3rd from 10a-2p.

They will have a huge stock of fiction, non-fiction, DVDs, CDs, Blu-rays and more! And, of course, all funds raised are to support our Altadena Libraries. Come check it out!

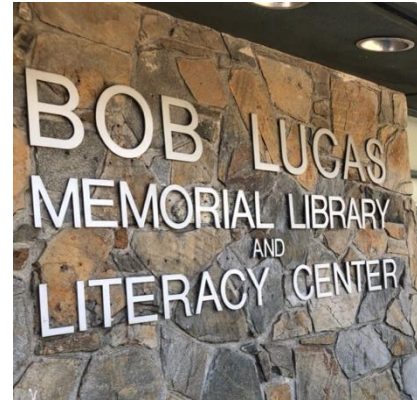
Clean Air Day

We were happy to partner with CHA CHA, Altadena Heritage, Rotary Club of Altadena and several other local organizations to offer an in-person Clean Air Day at the Main Library on Saturday, October 9 from 10am to 2pm. Please drop by to learn about the latest in eco-friendly techniques and tools, try out various types and brands of this equipment, learn how trees clean the air and even get a free tree! All ages are welcome and activities for children will be provided. More information can be found at: www.cleanairday.org.



Bob Lucas Library 30th Anniversary Celebration

On October 16th it will officially be 30 years since the grand re-opening of the Bob Lucas Memorial Library and Literacy Center! ALD staff are planning a very special celebration of this important date to be held at the branch on Saturday, October 16th from 10am – 3pm. Attendees will enjoy free carnival-style games, prizes, crafts, much, and balloon art, as well as a performance by Birdie's Playhouse! There will also be tacos and burritos for sale from Tacos 210 and a sweet treat from Hustle 'N Dough donut truck for the first 150 attendees! A presentation that will include a member of Bob Lucas' family speaking will begin at 11:30am. Please join us in celebrating this wonderful community resource!



Bond Issuance Process Update:

Last month in my Director's report I shared the draft Financing Schedule for the Bond Issuance process. Since that time we have started the work with Holmes Structures, the firm that will be doing the Tier 3 Seismic Study of the Main Library. They shared their timeline to complete this study with Rachlin Partners, our Capital Project Management firm, and the Facilities Committee (which can be found in the Facilities Committee report on page 46, which puts the cost estimates ready for review the week of 11/16.

We need the cost estimates from this study, as well as the Hazardous Materials Study that is also being conducted, to inform the amount we will plan to bond out through the bond issuance. As such, we have had to push back the issuance to either December 2021 or January 2022.

The Bond Issuance Team continues to work on necessary documents for this process. These include the Preliminary Official Statement, Resolution of Issuance and Broker Purchase Agreement. We plan to share these with the CFD Committee at their meeting on October 13 for review and feedback and then take them to the full Board of Trustees closer to the actual bond issuance date.



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

DEPARTMENT: Administration

MEETING DATE: September 27, 2021

PREPARED BY: Anthony Rainey

LOCATION: Virtual Meeting

TITLE: Fiscal Year 2021/2022 Summary Report of Financial Statements for July 2021

We are excited to share this updated and upgraded version of our Financial Statements. We worked with Ian Berg from Eide Bailly to capture our monthly financials in a condensed but easier to read version. We also emailed the draft of these statements to two of our Trustees for their review and feedback, which was incorporated into this final version for review.

A - JULY 2021 FINANCIAL STATEMENTS

The following unaudited financial reports for the month of July 2021 are comprised of 5 parts:

- 1) Revenues & Expenses for the General Fund;
- 2) Revenues & Expenses for the Capital Projects Fund;
- 3) Revenues & Expenses for the Donations and Grants Fund;
- 4) Combined Expenses; and
- 4) the Balance Sheet (Assets – what we own versus Liabilities – what we owe).

For context, 8.33% (1/12th) of Fiscal Year (FY) 2021/2022 has transpired with 91.67% (11/12ths) of the FY remaining. Property taxes and assessments are distributed by Los Angeles County¹. As indicated on the Balance Sheet, ALD Total Fund Balance (Assets minus Liabilities) is \$642,159. Total cash with the Los Angeles County Treasury is \$2,802,658.

The total amount required to satisfy District policy of six months' (50%) operating expenses held in reserves is \$1,941,850.

B - REVENUE HIGHLIGHTS

Property Taxes & Assessments of \$3,338, Fines and fees of \$5,505 and Other Revenues of \$5,000 totaling \$13,843 was received.

C - EXPENDITURE HIGHLIGHTS

Expenses are depicted in two segments:

C1 - PERSONNEL SERVICES - SALARIES & BENEFITS: 93.33% remains for WAGES for both SALARIED and HOURLY Employees. BENEFITS, RETIREMENT & TAXES.

- BENEFITS for health, dental, vision and life insurance as well as workers' compensation 92% is remaining.
- RETIREMENT for the California Public Employees' Retirement System (CalPERS)²
- TAXES for District paid payroll taxes has 93.70% remaining.

¹ The Los Angeles County Auditor-Controller direct deposit payment distribution dates for FY 2021-2022 are 11/19/2021, 12/20/2021, 1/20/2022, 2/18/2022, 3/18/2022, 4/20/2022, 5/20/2022, 6/20/2022, 7/20/2022 and 8/19/2022.

² 93.39% remains for CalPERS Retirement "Normal Costs" and 0.04% remains for the CalPERS Unfunded Accrued Liability (UAL) whose minimum payment was made in July.

C2 - NON-PERSONNEL SERVICES – These spending categories each have the following percentage of their budget for this fiscal year remaining:

- Operating Expenses - 72.92%
- Professional Services - 92.05%
- Information Technology - 93.46%
- Library Materials - 93.86%
- Programs - 91.47%

No transfers to Capital Reserves were made in July.

D – FINANCIAL RESULTS FOR JULY – For the first month of the Fiscal Year, ALD's Total Expense Budget (Salaries & Benefits and Operating Expenses) remaining is at 86.47%.

Revenues & Expenses (Unaudited)

General Fund

July 2021

	July 2021	YTD	FY 2021/22 Adopted Budget	Over / (Under) Budget	YTD Target 8%
1 REVENUES					
2 Property Taxes & Assessments	\$ 3,338	\$ 3,338	\$ 3,748,200	\$ (3,744,862)	0%
3 Fines & Fees	5,505	5,505	97,000	(91,495)	6%
4 Interest Income	0	0	4,400	(4,400)	0%
5 Other Revenues	5,000	5,000	62,000	(57,000)	8%
6 Transfer In from Capital	-	-	299,000	(299,000)	0%
7 Use of Reserves	-	-	-	-	0%
8 TOTAL REVENUES	13,843	13,843	4,210,600	(4,196,757)	0%
9 EXPENSES					
10 Salaries & Benefits					
11 Wages					
12 Salaried	52,138	52,138	808,500	(756,362)	6%
13 Hourly	85,924	85,924	1,246,200	(1,160,276)	7%
14 Total Wages	138,061	138,061	2,054,700	(1,916,639)	7%
15 Benefits, Retirement & Taxes					
16 Health Insurance - Employee	11,600	11,600	158,400	(146,800)	7%
17 Health Insurance - Retiree	6,265	6,265	77,000	(70,735)	8%
18 Dental Insurance	1,118	1,118	14,500	(13,382)	8%
19 Vision Insurance	392	392	5,000	(4,608)	8%
20 Life Insurance	117	117	1,600	(1,483)	7%
21 Workers' Compensation	40,307	40,307	40,300	7	100%
22 CalPERS Retirement (Normal Costs)	9,949	9,949	150,600	(140,651)	7%
23 CalPERS UAL Minimum Payment	197,825	197,825	197,900	(75)	100%
24 Payroll Taxes (District-Paid)	10,338	10,338	164,200	(153,862)	6%
25 Total Benefits, Retirement & Taxes	277,911	277,911	809,500	(531,589)	34%
26 Total Salaries & Benefits	415,972	415,972	2,864,200	(2,448,228)	15%
27 Operating Expenses					
28 Insurance (Liability, Earthquake)	96,571	96,571	96,100	471	100%
29 Utilities	3,999	3,999	61,500	(57,501)	7%
30 Fees	2,617	2,617	54,200	(51,583)	5%
31 Other Operating	4,961	4,961	77,000	(72,039)	6%
32 Facilities, Grounds & Maintenance	3,545	3,545	53,000	(49,456)	7%
33 Structures & Improvements	-	-	25,000	(25,000)	0%
34 Equipment, Furniture & Fixtures	-	-	15,000	(15,000)	0%
35 Staff Development, Training & Travel	1,875	1,875	26,500	(24,625)	7%
36 Advertising & Marketing	357	357	9,000	(8,643)	4%
37 Total Operating Expenses	113,925	113,925	417,300	(303,375)	27%
38 Professional Services					
39 Audit and Financial Consulting	10,365	10,365	60,000	(49,635)	17%
40 Legal Fees	372	372	45,000	(44,628)	1%
41 Consultants - Other	-	-	30,000	(30,000)	0%
42 Total Professional Services	10,737	10,737	135,000	(124,263)	8%



Revenues & Expenses (Unaudited)

General Fund

July 2021

	July 2021	YTD	FY 2021/22 Adopted Budget	Over / (Under) Budget	YTD Target 8%
43 Information Technology (IT)					
44 Internet Service / E-Rate	-	-	53,000	(53,000)	0%
45 Technology Equipment	406	406	35,000	(34,594)	1%
46 Technology Maintenance Fees	7,759	7,759	25,000	(17,241)	31%
47 Technology Consulting	-	-	17,000	(17,000)	0%
48 Telecommunications	985	985	9,500	(8,515)	10%
49 Website Development	-	-	500	(500)	0%
50 Total Information Technology (IT)	9,150	9,150	140,000	(130,850)	7%
51 Library Materials					
52 Books	2,753	2,753	130,000	(127,247)	2%
53 Downloadables	5,341	5,341	69,000	(63,659)	8%
54 DVD's & Videogames	233	233	33,000	(32,767)	1%
55 Electronic Databases / Subscriptions	8,069	8,069	17,000	(8,931)	47%
56 Periodicals	585	585	13,500	(12,915)	4%
57 Audio CD	566	566	8,000	(7,434)	7%
58 Purchase Suggestions	142	142	7,000	(6,858)	2%
59 Library of Things	25	25	6,000	(5,975)	0%
60 Mobile Library Collection	-	-	5,000	(5,000)	0%
61 Total Library Materials	17,715	17,715	288,500	(270,785)	6%
62 Programs					
63 Adult Services	3,652	3,652	15,000	(11,348)	24%
64 Mobile Library	-	-	-	-	0%
65 Summer Reading	-	-	-	-	0%
66 Youth Services	345	345	11,000	(10,655)	3%
67 Teen Services	105	105	6,000	(5,895)	2%
68 Bob Lucas Branch Services	48	48	5,700	(5,652)	1%
69 Literacy Services	-	-	-	-	0%
70 Volunteer Services	210	210	1,000	(790)	21%
71 Total Programs	4,360	4,360	38,700	(34,340)	11%
72 Transfer Out to Capital	299,000	299,000	299,000	-	100%
73 Addition to Reserves	-	-	27,900	(27,900)	0%
73 TOTAL EXPENSES	870,860	870,860	4,210,600	(3,339,740)	21%
75 NET REVENUES / (EXPENSES)	\$ (857,017)	\$ (857,017)	\$ -	\$ (857,017)	



Revenues & Expenses (Unaudited)

Capital Fund

July 2021

	July 2021	YTD	FY 2021/22 Adopted Budget	Over / (Under) Budget	YTD Target 8%
1 REVENUES					
2 Use of Reserves	-	-	299,000	(299,000)	0%
3 Transfer In from General	299,000	299,000	299,000	-	100%
4 CFD Bond Proceeds	-	-	-	-	0%
5 TOTAL REVENUES	299,000	299,000	598,000	(299,000)	50%
6 EXPENSES					
7 Professional Services					
8 Audit and Financial Consulting	-	-	15,000	(15,000)	0%
9 Legal Fees	-	-	-	-	0%
10 Total Professional Services	-	-	15,000	(15,000)	0%
11 CFD Bond					
12 CFD Bond Issuance Consulting	-	-	102,000	(102,000)	0%
13 CFD Administration	-	-	15,000	(15,000)	0%
14 CFD Banking Fees	-	-	7,000	(7,000)	0%
15 CFD Project Management	26,645	26,645	160,000	(133,355)	17%
16 Total CFD Bond	26,645	26,645	284,000	(257,355)	9%
17 Transfer Out to General	-	-	299,000	(299,000)	0%
18 TOTAL EXPENSES	26,645	26,645	598,000	(571,355)	4%
19 NET REVENUES / (EXPENSES)	\$ 272,355	\$ 272,355	\$ -	\$ 272,355	



Revenues & Expenses (Unaudited)

Donations and Grants Fund

July 2021

	July 2021	YTD	FY 2021/22 Adopted Budget	Over / (Under) Budget	YTD Target 8%
1 REVENUES					
2 Donations & Grants					
3 Altadena Library Foundation	-	-	30,000	(30,000)	0%
4 Friends of the Library	15,000	15,000	15,000	-	100%
5 CA Library Literacy Services	-	-	20,000	(20,000)	0%
6 Total Donations & Grants	15,000	15,000	65,000	(50,000)	23%
7 TOTAL REVENUES	15,000	15,000	65,000	(50,000)	23%
8 EXPENSES					
9 Wages					
10 Salaried	-	-	15,000	(15,000)	0%
11 Total Wages	-	-	15,000	(15,000)	0%
12 Operating Expenses					
13 Staff Recognition	166	166	4,000	(3,834)	4%
14 Total Operating Expenses	166	166	4,000	(3,834)	4%
15 Programs					
16 Adult Services	-	-	10,000	(10,000)	0%
17 Mobile Library	464	464	16,000	(15,536)	3%
18 Summer Reading	2,193	2,193	15,000	(12,807)	15%
19 Youth Services	-	-	-	-	0%
20 Teen Services	-	-	-	-	0%
21 Bob Lucas Branch Services	-	-	-	-	0%
22 Literacy Services	210	210	5,000	(4,790)	4%
23 Volunteer Services	-	-	-	-	0%
24 Total Programs	2,867	2,867	46,000	(43,133)	6%
25 TOTAL EXPENSES	3,034	3,034	65,000	(61,966)	5%
26 NET REVENUES / (EXPENSES)	\$ 11,966	\$ 11,966	\$ -	\$ 11,966	



Combined Expenses (Unaudited)

District Total

July 2021

	YTD General	YTD Donations & Grants	YTD Combined	FY 2021/22 Adopted Budget	YTD Target 8%
1 EXPENSES					
2 Wages					
3 Salaried	52,138	-	52,138	823,500	6%
4 Hourly	85,924	-	85,924	1,246,200	7%
5 Total Wages	138,061	-	138,061	2,069,700	7%
6 Operating Expenses					
7 Staff Recognition	-	166	166	4,000	4%
8 Total Operating Expenses	-	166	166	4,000	4%
9 Library Materials					
10 Books	2,753	-	2,753	130,000	2%
11 Downloadables	5,341	-	5,341	69,000	8%
12 DVD's & Videogames	233	-	233	33,000	1%
13 Electronic Databases / Subscriptions	8,069	-	8,069	17,000	47%
14 Periodicals	585	-	585	13,500	4%
15 Audio CD	566	-	566	8,000	7%
16 Purchase Suggestions	142	-	142	7,000	2%
17 Library of Things	25	-	25	6,000	0%
18 Mobile Library Collection	-	-	-	5,000	0%
19 Total Library Materials	17,715	-	17,715	288,500	0%
20 Programs					
21 Adult Services	3,652	-	3,652	25,000	15%
22 Mobile Library	-	464	464	16,000	3%
23 Summer Reading	-	2,193	2,193	15,000	15%
24 Youth Services	345	-	345	11,000	3%
25 Teen Services	105	-	105	6,000	2%
26 Bob Lucas Branch Services	48	-	48	5,700	1%
27 Literacy Services	-	210	210	5,000	4%
28 Volunteer Services	210	-	210	1,000	21%
29 Total Programs	4,360	2,867	7,228	84,700	9%
30 TOTAL EXPENSES	160,137	3,034	163,170	2,446,900	7%



Balance Sheet (Unaudited)

District Total

July 2021

1	ASSETS		
2	Cash & Investments		
3	Cash - LA County (Operating Reserve)	\$	1,941,850
4	Cash - LA County		860,808
5	Checking		369,221
6	Money Market		15,765
7	Paypal		674
8	Cash on Hand		850
9	Total Cash & Investments		3,189,168
10	Other Current Assets		
11	Property Tax & Assessments Receivable		135,607
12	Interest Receivable		3,367
13	Total Other Current Assets		138,974
14	Long-Term Assets		
15	Fixed Assets (Net of Depreciation)		831,237
16	Deferred Outflows of Resources		862,773
17	Total Long-Term Assets		1,694,010
18	TOTAL ASSETS		5,022,152
19	LIABILITIES		
20	Current Liabilities		
21	Accounts Payable		116,492
22	Credit Card (UMB)		32,998
23	Payroll and Retirement Liabilities		36,722
24	Total Current Liabilities		186,212
25	Long-Term Liabilities		
25	Vacation Payable		108,057
26	Deferred Inflows of Resources		557,604
28	Net Pension Liability		2,504,038
29	Net OPEB Liability		1,024,083
30	Total Long-Term Liabilities		4,193,782
31	TOTAL LIABILITIES		4,379,994
32	FUND BALANCE		
33	Retained Earnings		1,214,854
34	Net Revenues / (Expenses)		(572,696)
35	TOTAL FUND BALANCE		642,159
36	TOTAL LIABILITIES & FUND BALANCE	\$	5,022,152



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

COMMITTEE: Ad-hoc Facilities Committee

MEETING DATE: September 27, 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 –There remains one vacant position for an at-large community member. The next meeting date is to be determined, based on need for feedback.
- b. Tier 3 Seismic Evaluation RFP – Holmes Structures is under contract and has provided the following preliminary schedule:
 - 9/7 – Kickoff meeting
 - Approx. 9/21 – Results of feasibility study on Risk Category IV (essential facilities)
 - Week of 11/02 – Draft sketches and report (if Risk Category II is selected)
 - Week of 11/16 – Cost estimate complete
 - Late November/Early December - Final report complete
- c. RFQ for HazMat evaluation and study – Fee proposals for the initial lead and asbestos survey were received from all four approved vendors. Rachlin Partners is coordinating with Atlas, who proposed the lowest fee for this work.
- d. Offsite Facilities – The committee looks forward to involving the Community Focus Group in the discussion of temporary offsite facilities at a future meeting.
- e. RFP for Architectural Services – Attached is the RFP for approval. If approved, the RFP will be posted on September 28, 2021.
- f. Coordination with County departments – Coordination is on hold pending the selection of an architect. When the design is sufficiently developed, Rachlin Partners will work with the architect to arrange a “one-stop” coordination meeting with the appropriate departments.
- g. Universal Design – Rachlin Partners continues to explore options for bringing a Universal Design consultant into conversations with the Community Focus Group.



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

REPORT: Ad-Hoc Redistricting Committee **MEETING DATE:** September 27, 2021

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

The census report came out on Tuesday September 21st. The data is being processed by the National Demographics Corporation. Douglas Johnson of the NDC estimates that it will take approximately two weeks to process and make plans to utilize the data to begin the work of the redistricting process.



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

REPORT: Altadena Library Foundation

MEETING DATE: September 27, 2021

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

The Altadena Library Foundation (ALF) Board of Directors held its regularly scheduled meeting on September 8, 2021, wherein then discussed a number of topics, including:

- Had extensive discussions regarding the upcoming Taste of 'Dena event which will be held on Saturday, September 25th, from 7:00 to 9:30 p.m. in the Altadena Library parking lot.
 - They continue to seek sponsors and are actively developing the program.
 - The ALF is promoting this as a hybrid event, with virtual options for folks who cannot attend (auction, part of the wine pull, and video will be virtual).
 - The silent auction will be virtual and go live Saturday, Sept 18.
 - Gary Rothschild will provide entertainment and Howie Walfish will serve as emcee.
 - ALF continues to market the event via email as well as distributing the event flyer at the library and local events. A press release was provided to local outlets (ran in the Altadena Patch and TBD for the Outlook).
 - The Outlook will run a story about the event in an October issue.
- The ALF will be convening its first-ever ALF Community Huddle on Wednesday, September 15th as a means to ask residents thoughts, opinion, and ideas about the Library as well as share information about the ALF.
- The ALF continues to seek interested candidates to serve on the ALF.
- Reviewed the Foundation's financial assets and their calendar year balance sheet which, as of September 1, 2021, reflects revenues exceeding their expenditures.



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

REPORT: Government Liaison

MEETING DATE: September 27, 2021

PREPARED BY: Trustee Terry Andrues

LOCATION: Virtual Meeting

The following bulletin was contained in the CSDA Advocacy newsletter and describes the reinstatement of certain Brown Act practices that were temporarily suspended by the Governor's prior Executive Orders:

Today, Governor Gavin Newsom issued Executive Order [N-15-21](#) (the "Order") suspending the application of the provisions of [Assembly Bill 361](#) (Rivas) to the meetings of local agencies until October 1. The new Order makes clear that, until September 30, local agencies may conduct open and public remote meetings relying on the authority provided under prior Executive Orders ([N-25-20](#), [N-29-20](#), [N-35-20](#)) issued in response to the COVID-19 pandemic.

However, starting October 1, remote meetings must transition from the authority of the Governor's Executive Orders to that of State law. On and after October 1, all meetings of special district boards and other local agencies:

- Must be conducted under standard Brown Act provisions (i.e., meeting in-person or teleconferencing and [adhering to the requirements of subdivision \(b\) of California Government Code section 54953](#), because all Executive Orders related to the Brown Act are expired after that date),

OR

- Must be conducted under the substantive and procedural requirements of AB 361 to conduct a remote teleconference meeting without adhering to [the requirements of paragraph \(3\) of subdivision \(b\) of 54953](#).

(*NOTE: Today's Order also explicitly permits a local agency to meet pursuant to the procedures provided in AB 361 before October 1, so long as the meeting is conducted in accordance with the requirements of AB 361).

Background:

Late last week, following the Governor's signing of AB 361, the Governor's office contemplated immediately rescinding the remote public meeting authority provided under prior Executive Orders. Such action would have instantly impacted thousands of local agencies – potentially requiring them to cancel meetings or conduct in-person meetings or meetings pursuant to standard Brown Act teleconferencing requirements, notwithstanding the ongoing health directives related to the pandemic. Upon request, CSDA made its membership aware of this anticipated action through CSDA Advocacy News and COVID-19 online community posts.

Following fruitful discussions over the weekend between CSDA, the Governor's office, and other stakeholders on how to best assist local agencies to conduct meetings in an open and public manner, the Governor's office modified its approach and issued today's Order, suspending the provisions of AB 361 until October 1, providing for a clear transition.

CSDA applauds the Administration's action to ensure a smooth and effective transition from the Governor's Executive Orders to State law as enacted by AB 361. Moreover, CSDA appreciates the Administration's time and effort to communicate proactively with CSDA and other stakeholders to facilitate a workable solution for special districts and other local agencies.

What it Means for Special Districts:

All local agencies should be aware that they may not conduct remote teleconference meetings pursuant to the authority in the Governor's prior Executive Orders beyond September 30; after that date, all meetings subject to the Brown Act must comply with standard teleconference requirements (as they existed "pre-pandemic") OR must comply with the newly enacted provisions of AB 361.

Accordingly, if a local agency seeks to continue conducting the meetings of its legislative body in a "remote" teleconference manner (i.e., via Zoom, Teams, etc.) after September 30, it must review AB 361's provisions and adopt a resolution, in consultation with legal counsel, that permits the legislative body of the local agency to conduct remote teleconference meetings in the manner specified by AB 361.

Any local agency that seeks to continue conducting remote teleconference meetings after September 30, but has not taken action to transition to the provisions of AB 361, may hold remote teleconference meetings under the standard requirements found within the Brown Act (i.e., subdivision (b) of Government Code section 54953, with remote meeting locations identified in the meeting agenda, meeting notices and agendas posted at all teleconference locations, teleconference locations accessible to the public, etc.).

Special districts are strongly encouraged to swiftly begin preparations to ensure all Brown Act meetings and board actions taken via remote meetings after September 30 are done in a proper manner.

The California State Budget signed by Governor Newsom included \$100,000,000 for Special Districts that experienced lower revenues due to the COVID pandemic. The state promised to provide rules on how Special Districts could apply for a portion of these funds by the end of September. Some guidance appeared early this month and is listed below.

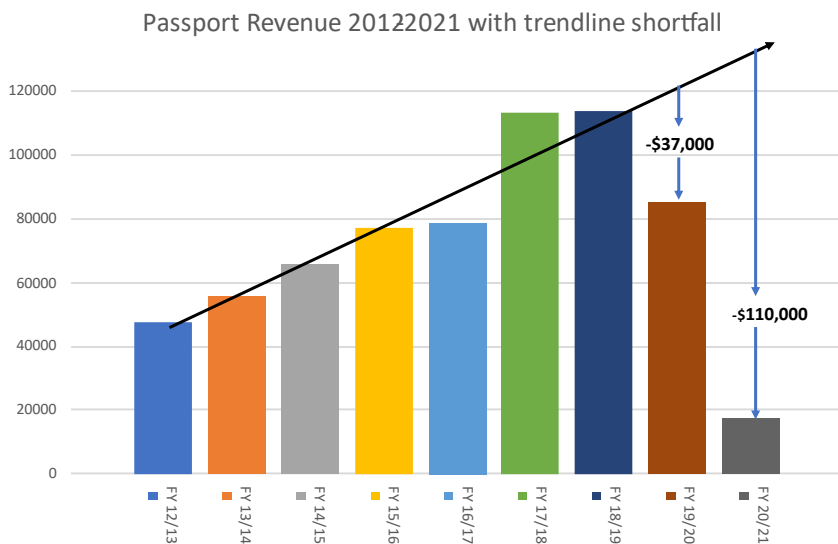
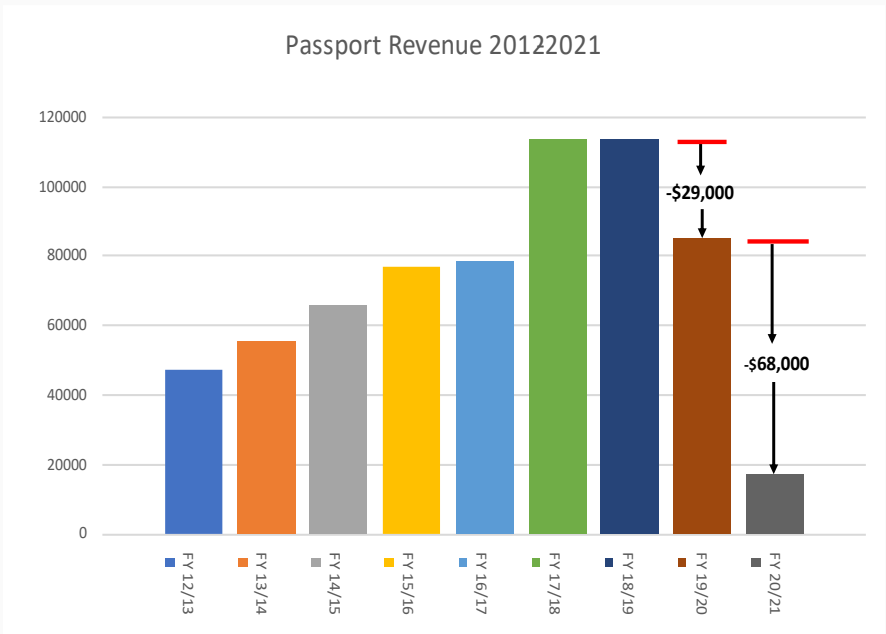
Eligibility: According to the provisional language signed into law in SB 129, this fund is available to provide fiscal relief to special districts that have met all four of the following criteria: 1. The district is an independent special district; 2. The district has encountered unanticipated costs or loss of revenue; 3. The district has fiscal impacts due to the COVID-19 public health emergency; and 4. The district has not received other forms of fiscal relief from the state or federal government.

The Altadena Library District experienced sharp declines in Passport revenue during the pandemic, as shown by the attached charts.

It appears that the Library would be eligible for Special District relief under the first 3 provisions of the SB 129 guidelines. However, provision 4 may exempt the Library from the funding because it will receive a one-time disbursement from the state budget as described below.

(176) \$250,000 for the Altadena Library District for infrastructure improvements and other needs.

However, given that this support is earmarked for “infrastructure and other needs,” it still may be prudent for the financial team to explore the application process to see if the Library would qualify for a Special District disbursement to mitigate the revenue effects of COVID, as addressed by the Bill.





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

REPORT: Friends of the Altadena Library **MEETING DATE:** September 27, 2021

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

The FOAL met for their annual meeting on Saturday September 4th. There was very robust and invested conversation and feedback. Topics included:

- Plans for the next Friends book sale which will be held on Sunday October 3rd.
- A review and discussion of the community focus groups and preliminary library design plans with meaningful feedback offered.
- A review and discussion of current space utilization for the Friend's book store, book sales and book storage.



**BOARD OF LIBRARY TRUSTEES
TRUSTEE REPORT FOR SEPTEMBER 2021**

REPORT: Trustee

MEETING DATE: September 27, 2021

PREPARED BY: Trustee Jason Capell

LOCATION: Virtual Meeting

I hope everyone has had a safe and relaxing month since our last meeting. We've been busy with the Facilities Ad Hoc Committee and I've been doing a lot of road cycling with the closure of our National Forests due to the extreme fire danger.

Unfortunately, I am missing this month's meeting AND the Taste O' Dena as my wife and I venture out of the country on our first vacation since the start of this pandemic. Hopefully everyone had a fun time supporting our libraries and celebrating the last year's accomplishments at this year's Taste O' Dena. Thankyou the our Foundation President , Bridget Brewster, and entire Foundation Board and all of the library staff and volunteers for making this year's even happen.

While I cannot vote on this month's action items or provide other general feedback, I did want to share my position on the matters for the record:

1. COVID-19 Vaccination Policies

I want to first thank everyone who took time to speak up at our special board meeting on this subject. I was, however, saddened by the amount of disinformation that still exists in our community regarding the safety and effectiveness of the vaccines currently approved for use in the US. I just the last week my Union has lost three more healthcare workers to COVID-19; all of them were unvaccinated and leave behind devastated families, friends, and co-workers.

In regards to the specific policy that has been approved and will be implemented I am proud that we have stood with nearly every other public agency across the state on taking this action. I firmly believe it is a necessary step to protect the health and safety of both library staff and library patrons.

I do however, want to state for the record, that I am opposed to the library district paying for weekly testing, or the time to participate in weekly testing, of district employees. I do not believe it is a prudent use of taxpayer dollars to burden our budget with the choices being made by just a few employees.

2. Approval of the ALD's Project 3rd Ray MyLibro App Collaboration and related expenditures

With the edits made after the feedback provided at the last board meeting, I would encourage the board to approve this request. I'm looking forward to our small but mighty libraries continuing to break new ground in providing quality public library services.

3. Approval of RFP request for Architectural Services

This is a critical next step in advancing our work on implementing Measure Z and I would encourage the Board to approve this request. Our project management team at Rachlin Partners has put a lot of effort into this document and included feedback from our library leadership and the Facilities Ad Hoc Committee.



**BOARD OF LIBRARY TRUSTEES
AGENDA ITEM VII.A. REPORT – SEPTEMBER 2021**

REPORT: Agenda Item VII.a.

MEETING DATE: September 27, 2021

PREPARED BY: Nikki Winslow

LOCATION: Virtual Meeting

TITLE: Review and Approval of Updated ALD COVID-19 Vaccination Policy and COVID-19 Testing Procedure

BACKGROUND

Staff was directed to draft a COVID-19 Vaccination Policy by the Library Board of Trustees after discussion at their August 23 meeting. This drafted policy was presented to the Trustees at a Special Meeting on September 7. There were 18 public comments, offered both live on Zoom and through email submission and read into the record. Following the public comments, the Board had a discussion based on the feedback provided and their perspectives on this topic. Some amendments were suggested by the Trustees and were included in the motion to pass the policy, which was passed 4-1 by the Board.

The updated policy with these amendments follows this staff report. The amendments to the policy are highlighted in yellow.

In addition to this updated policy, the Trustees directed staff to create a COVID-19 Testing Procedure to be shared with the Board at this meeting. Based on the approved policy, this procedure requires all unvaccinated ALD staff be tested on a weekly basis.

We feel fortunate to have connected with the Aveson Charter School, who is currently testing all of its students on a weekly basis. They were happy to partner with us to offer testing for the small number of employees that will be required to do this weekly testing. As a quick overview, those getting tested will need to get a testing kit on Friday each week and make an appointment through the testing website for the following Monday. At the beginning of their workday on Monday they will go to the Aveson Charter Lower School, complete their test and drop off the testing kit at the school. Test results will be returned within 48 hours.

I have included this procedure following the updated policy.

FISCAL IMPACT

Staff that are being tested will be required to set up an account on the testing company's website, including providing their insurance company information. There is no cost to the District. The Aveson Charter Lower School is 1.8 miles from the Main Library, 3.5 miles from

the Bob Lucas Library and between a 5-10 minute drive to either library building. Staff will begin their workday on Monday at the Aveson Charter Lower School to drop off their testing kit and then head directly to the library so very minimal staff time will be spent on this process as well.

RECOMMENDATION

Staff recommends review and approval of the Updated ALD COVID-19 Vaccination Policy and COVID-19 Testing Procedure.



ALTADENA LIBRARY DISTRICT | POLICY AND PROCEDURE MANUAL

SUBJECT: COVID-19 VACCINATION POLICY

SECTION: GENERAL ADMINISTRATION

BOARD APPROVED: September 7, 2021 (with amendments)

COVID-19 Vaccination Policy

1. Purpose

The purpose of this policy is to provide a safe work environment and protect the health and safety of the Altadena Library District (ALD) employees, and the public we serve. As a public library, many of our patrons are children under the age of 12, as well as those in the community who are high-risk and medically vulnerable, both of which are not eligible to be vaccinated at this time. Guidance from the State of California and Los Angeles County Department of Public Health reasonably determined that there was an imminent and proximate threat of the introduction of a contagious, infectious, or communicable disease in Los Angeles County and a threat to the public health of Altadena residents. This led to the implementation of a COVID Prevention Plan that has been adhered to by staff and community members visiting the library buildings since February 2021.

Recent updates supporting this information includes:

- The World Health Organization declared the COVID-19 outbreak a "public health emergency of international concern," on January 30, 2020;
- The US Department of Health and Human Services declared a "public health emergency" for the United States on January 31, 2020;
- The US Centers for Disease Control and Prevention (CDC) issued guidance to local health departments, including the Los Angeles County Department of Public Health, that requires the Altadena Library District to make extraordinary efforts to monitor and manage ongoing COVID-19 risk including monitoring individuals who may have been exposed to COVID-19.

The ALD COVID Prevention Plan continues to remain in place and will remain in place until the local health emergency is terminated.

Since June 15, 2021, when most restrictions from the state were lifted, the average daily incident case rate of COVID-19 in Altadena has increased, reaching the "High Transmission" level of the U.S. Centers for Disease Control and Prevention's (CDC) Indicators for Level of Community Transmission. Testing positivity, hospitalizations, and deaths have all increased across LA County, largely due to the significantly more transmissible Delta variant.

The Delta variant of the SARS-CoV-2 virus has become the predominant strain in the US as well as in Los Angeles County and has been detected in specimens collected from Altadena



ALTADENA LIBRARY DISTRICT | POLICY AND PROCEDURE MANUAL

SUBJECT: COVID-19 VACCINATION POLICY

SECTION: GENERAL ADMINISTRATION

BOARD APPROVED: September 7, 2021 (with amendments)

residents with laboratory-confirmed COVID-19, from multiple unrelated households. Research and field evidence indicates that authorized vaccines are highly protective against hospitalization and death from infection with the Delta variant (as well as other current known strains of SARS-CoV-2), and also indicates that people who are fully vaccinated are less likely to be contagious or to transmit the virus to someone else.

A continued increase in the vaccination rate is paramount to stem this rapid increase in COVID-19 transmission. Currently authorized vaccines have proven effective at preventing severe outcomes from the virus causing COVID-19, including the Delta variant. COVID-19 vaccines are free, safe, and widely available. Getting vaccinated is one of the most important ways to help stop COVID-19 spread. The State of California released an order effective August 12, requiring all school workers statewide to be vaccinated to prevent spread. School districts must be in compliance by no later than October 15. Similarly, on July 26, implementing a first-in-the-nation standard to require all state workers and workers in health care and high-risk congregate settings to either show proof of full vaccination or be tested at least once per week, and has encouraged all local government and other employers to adopt a similar protocol. Like school workers, library staff also work closely with children 12 and under, their caretakers and other at-risk populations.

Currently, 76% of Altadenans have received at least one dose of a COVID-19 vaccine and 87% of the Altadena Library District Staff are fully vaccinated.

2. Vaccination Requirement

To ensure that the ALD fulfills its primary function of protecting the health and safety of the Altadena community while also meeting its obligation to provide a safe and healthy workplace for employees, as a condition of employment, all ALD employees must, by no later than September 27, 2021 either

(1) be fully vaccinated for COVID-19, or

(2) undergo weekly testing for COVID-19 following the process laid out in Section 4 of this policy

If for some reason an extension to this deadline is required, a two-week extension may be granted at the discretion of the District Director. ("Fully vaccinated" does not presently include recommended booster vaccination shots as recommended by the CDC and Los Angeles County Department of Public Health but this policy may be revised in future to include them as official guidance changes).

3. Reporting Vaccination Status and Documentation



ALTADENA LIBRARY DISTRICT | POLICY AND PROCEDURE MANUAL

SUBJECT: COVID-19 VACCINATION POLICY

SECTION: GENERAL ADMINISTRATION

BOARD APPROVED: September 7, 2021 (with amendments)

- a. All ALD employees must report their vaccination status to the District Director no later than 5:00 p.m. on September 27, 2021. Employees will certify that they are:
 - i. Fully or partially vaccinated for COVID-19 by providing any of the following documents:
 - a. A screen shot of the digital vaccination record, which is available free and instantly from the state of California, <https://myvaccinerecord.cdph.ca.gov/>.
 - b. A photo of the CDC COVID-19 vaccination record card
 - c. Documentation by the employee's healthcare provider

Employees will certify that the information they provide regarding vaccination status is true and accurate.

4. Weekly COVID-19 Testing

As of September 28, 2021, all employees who are not fully vaccinated (meaning those partially vaccinated or unvaccinated) are required as a condition of employment to be tested weekly for COVID-19 and, as is the case for all employees, must otherwise comply with the provisions of the District's COVID Prevention Plan.

COVID-19 testing for employees will follow a process and timeline determined by the ALD. Failure to comply with this weekly testing schedule will result in the employee being put on unpaid administrative leave. Employees will not be allowed to return to work until a negative COVID-19 is presented and weekly testing is resumed. Request for accommodations must be submitted to the District Director.

Definitions

- a. COVID-19 Vaccine: A COVID-19 vaccine satisfies the requirement of this policy if the U.S. Food and Drug Administration (FDA) has issued Emergency Use Authorization (EUA) or full Licensure for the vaccine. Vaccines that currently meet this requirement include Moderna or Pfizer-BioNTech/Comirnaty (two-dose mRNA COVID-19 vaccine series) and Johnson & Johnson/Janssen (a single-dose COVID-19 vaccine).
- b. "Fully Vaccinated": To be fully vaccinated, 14 days or more must have passed from the date the employee received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer- BioNTech) or a single-dose COVID-19 vaccine (Johnson & Johnson/Janssen).
- c. "Partially Vaccinated": Employees who have received at least one dose of a COVID-19 vaccine but do not meet the definition of fully vaccinated as of the stated deadlines.



Altadena Libraries

ALTADENA LIBRARY DISTRICT | POLICY AND PROCEDURE MANUAL

SUBJECT: COVID-19 VACCINATION POLICY

SECTION: GENERAL ADMINISTRATION

BOARD APPROVED: September 7, 2021 (with amendments)

- d. "Unvaccinated": An employee who has not received any doses of COVID-19 vaccine or whose status is unknown.


Altadena Library District/Aveson Charter School COVID-19 Weekly Testing Procedure

BEFORE CREATING AN ACCOUNT

1. **Do NOT download the GVP mobile app.** You should open GVP in your browser only through the links below.
2. **If you have any issues/questions related to creating your GVP Account or scheduling a test, contact support@globalviruspass.com.**
3. [Click here to watch an instructional video of how to create your account and order your COVID test](#)



CREATE YOUR ACCOUNT (one time process)

- Scan the QR Code to the right or [Click Here to Create Your Account](#)
- Enter in your Email Address, First Name, and Last Name
- Create a password then click **Create Account**
- You will be sent an email to **confirm your account**
- Confirm account via email and Log in.
- Once logged in, click on your name or  icon in the upper right and select **My Profile**
- Complete your information as requested in the **General Information** tab
- Add your Insurance Information in the **Insurance** tab
- Once all requested information been added, click confirm.
- **Once your account is created you can take the step to MAKE AN APPOINTMENT by following the instructions below.**

MAKING AN APPOINTMENT

Click [Login](#)

- When logged into your GVP account, click on My Schedule, then click By Facility.
- Click on the location that you wish to schedule testing:
 - **Aveson School of Leaders**
- Click on PCR Test.
- Select the date of testing **(the next Monday)**
- Select an appointment time.
- Answer all health questions.
- Once all steps are completed, you will receive an on-screen confirmation of your appointment. Click "Confirm and Send" and you will receive an email confirmation.
- If you need to schedule another appointment for yourself or a My Circle user, click on My Schedule and By Facility once again to go back to your location's scheduling page and repeat.
- You can view your scheduled appointments by clicking on My Schedule and then clicking History.

Monday (Day of Testing)

- **Testing kits** will be available in the **District Director's office** at the beginning of their workshift.
- Staff should **immediately proceed** to the **Aveson Lower School**. Once they arrive, follow testing kit instructions. This must be completed no later than 11:00am each Monday morning.

- **They must write their name, date of birth and collection date on the sticker on the tube.**
- Put the tube in a specimen bag and submit it to an Aveson staff person or nurse on location.
- If anyone arrives to the test site without a prior appointment scheduled on GVP, the Aveson school staff or nurse will have a QR code available that you can scan which links directly to GVP to create your account and/or schedule your test. You will need your patient insurance card available to upload if not already done prior.

Accessing Results

- Results will be available within 48 hours in your GVP account and/or through the LSA Patient Portal via email to the primary user of your GVP account. The primary user is an Aveson employee that will contact District Director Nikki Winslow if any test results are positive.



**BOARD OF LIBRARY TRUSTEES
AGENDA ITEM VII.B. REPORT FOR SEPTEMBER 2021**

REPORT: Agenda Item VII.b.

MEETING DATE: September 27, 2021

PREPARED BY: Christopher Kellermeier

LOCATION: Virtual Meeting

TITLE: Report of Agenda Item VII.b. – 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.

At the August 23rd Board Meeting, the Board discussed and provided direction to seek further information and request an amended scope of work and a draft contract. The Board was most concerned with branding and negotiation of annual maintenance fees. ALD brought the feedback and requests back to MyLibro and received the following responses:

1. Branding - Full branding is not currently possible due to app store install package sprawls for all 400+ current libraries utilizing their product; however, the vendor will optimize searches for Altadena and permutations of Altadena that MyLibro app will appear in the results. We will continue to discuss branding pathways.
2. Annual Maintenance Fees - Discussions in the reduction of annual maintenance fees will ensue if it is discovered the GPS development yields an increase in contracted customers.

After these responses, ALD and MyLibro were able to agree on the attached amended scope of work and contract.

PERCENT COMPLETE: 0%

Estimated purchase date: October 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

September 13, 2021

Proposal for myLIBRO Development for Altadena Libraries

myLIBRO by ConverSight.ai agrees to provide data insights & patron-facing app services to Altadena Libraries 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 Libraries’ 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 (held rate in 2022-23, opportunity to negotiate rate and apply rebate should myLIBRO integrate the Shop Local GPS capabilities to the library market)**

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. **MyLIBRO to work with Altadena District Library on search optimization of the app in the App & Play stores**
6. 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 10/1/21-9/30/22

Standard Pricing for Identified Scope of Work

Altadena 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

ConverSight.ai myLIBRO - SAAS SERVICES ORDER FORM

Customer: Altadena District Library	Contact:
Address:	Phone:
	E-Mail:

Services: ConverSight.ai myLIBRO - Voice & Text based conversational solution to empower patrons and students to connect with library resources.

myLIBRO delivers non-user specific insights like availability of a book, general enquiry on information related to events, hours, facility information. Libro Actions allows user actions like reserving & renewing and also scheduling curbside pickup. Selected modules will be in scope of this implementation.

Contactless curbside pickup

- Schedule Pickup
- Manage pickup queue
- Analyze performance

In-Library Scheduling Services

- Schedule In-library services like Rooms, Computer, Printing and Passport Photos
- Manage In-library reservation queue
- Analyze performance

Integrate with ILS System and provide voice & text based interaction

- Voice and Text Chat in the Mobile App
- Amazon Alexa based Voice Search
- Search books, DVDs and digital materials published through ILS
- Availability, Hours, Frequently asked questions
- Check Fees, Overdue
- Reserve, Cancel a reserved item
- Renew one or all items

Self-Checkout

- Ability to scan items and add to cart
- Review, Remove and Checkout items from the cart

Search & Reserve events

- Integrate with Events/Calendar System
- Search Events by date, subject, trainer
- Reserve and Cancel for events

Audiobook Integration

- Integrate with Voice Books Repository System (Ex: Overdrive, CloudLibrary)
- Search Books/Materials
- Read books from Mobile and/or Alexa based on availability

Service Capacity: Based on the current functionalities and server capacity planning, ConverSight.ai has planned the infrastructure for ConverSight.ai myLIBRO. The service fee is fully dependent on the Server, Network bandwidth requirements to support the users.

Initial Service Term: One Year, extendable with amendment on fees based on usage.

Services Fees:

Period	# Users	Service Fee (Full Year)	Discount (If Applicable)	Service Fee (Full Year)
October 2021 - September 2022	# Patrons/FTE : <u>15,000</u>	25,000	40%	\$15,000

Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work (“SOW”) attached as Exhibit A hereto (“Implementation Services”), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.

Implementation Fee (one-time): \$ **\$10,000** *(Discounted from \$20,000 implementation fee)*

Notes:

Annual Subscription includes myLIBRO Patron App and myLIBRO Insights data solution. Scope of Work and other details of the agreement are outlined in the Scope of Work Document accompanying this agreement

SAAS SERVICES AGREEMENT – Terms of services, Taxes and other special terms

This SaaS Services Agreement (“Agreement”) is entered into on this 13 day of September, 2021 and effective for the agreed period between **ConverSight.ai INC.** with a place of business at 571 Monon Blvd, Suite 200, Room 131, Carmel, IN 46032 (“Company”), and the Customer listed above (“Customer”).

Once this Order is executed by both Parties, the following terms (collectively, the “Agreement”) govern your use of the ConverSight.ai MyLIBRO Services: (a) this Order (b) the ConverSight.ai MyLIBRO Terms of Service which can be found at <https://www.mylibro.com/terms-and-conditions/>.

By executing this Order, Customer acknowledges having (i) accessed online and/or been provided a copy of the MyLIBRO Terms of Service, and (ii) read and accepted the ConverSight.ai MyLIBRO Terms of Service. Any capitalized terms in this Order that are not defined herein have the meaning indicated in the ConverSight.ai MyLIBRO Terms of Service. The Agreement is the Parties' entire agreement regarding this subject matter, and supersedes and prevails over any and all other discussions, understandings and agreements (including, without limitation, any purchase order or other unilateral document) related to the subject matter of the Agreement. In the event of any inconsistency or conflict between this Order, on the one hand, and the ConverSight.ai MyLIBRO Terms of Service, on the other hand, this Order will take precedence and prevail.

ConverSight.ai MyLIBRO's fees are exclusive of all taxes, levies or duties imposed by taxing authorities. The Parties' respective tax obligations will be as provided in their ConverSight.ai MyLIBRO Terms of Service and applicable law.

ConverSight.ai Authorised Signatory Only

By: DocuSigned by: Mike Rossetti
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Date: 9/13/2021

Name: Mike Rossetti

Title: Director of Sales

Email: mike.rossetti@conversight.ai

Phone: Phone Number

Customer Authorised Signatory Only

By: _____

Date: _____

Name: _____

Title: _____

Email: _____

Phone: _____



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

REPORT: Agenda Item VIII.a.

MEETING DATE: September 27, 2021

PREPARED BY: Viktor Sjöberg

LOCATION: Virtual Zoom Meeting

TITLE: Review and Approve the revised Computer and Internet Policy

BACKGROUND:

We have revised the recently updated (current version was approved September 2019) Computer and Internet Policy to bring it into alignment with the Code of Conduct and to reflect operational changes made as a result of the COVID-19 closures.

- Under General Electronic/Internet Policy - The current policy necessitates those 14 and under to be accompanied by adults at all times while using internet. As Youth ages 10 and older are allowed in the library without adult supervision, a clause under the Bob Lucas branch was revised to reflect this practice.
- Under Laptop Lending Policy - Amendment to Laptop Lending policy to reflect updated borrowing policy that allows those with Good Neighbor, Teacher and Staff status to use laptops outside of the library.
- Under Internet Use and Safety Policy - Included a link to the Children's Internet Protection Act (CIPA).
- Under Appeals Process - Updated email to hello@altadenalibrary.org and included a physical mailing address for those requesting administrative review.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the Board of Trustees review and approve the updated Computer and Internet Policy.



ALTADENA LIBRARY DISTRICT | POLICY AND PROCEDURE MANUAL

SUBJECT: COMPUTER AND INTERNET POLICY

SECTION: GENERAL ADMINISTRATION

BOARD APPROVED:

Computer and Internet Policy

Purpose

In keeping with its mission of providing opportunities for lifelong learning, the Altadena Library District (hereinafter referred to as the Library) offers public access to computers, laptops, and Internet free of charge under the following policy and guidelines.

General Electronics/Internet Policy

1. Computer use is free on a first come, first served basis.
2. It is recommended that patrons use their library card to access the desktops and print services.
3. Patrons without a library card may request a guest card for one-day use.
4. Patrons should not use another person's library card.
5. Patrons unable to borrow items from the Library due to excess charges on their Library account will be unable to login to computers or checkout a laptop.
6. Main Library
 - a. There is no time limit for use of the computers in the adult section of the Main library.
 - b. There is a two-hour time limit in the Children's Room if someone is waiting.
 - c. Computers in the adult section of the Main Library are available to all ages, but children under the age of fourteen must be accompanied by an adult.
 - d. Children's Room computers are available only to patrons under the age of fourteen and their guardians.
7. Bob Lucas Library
 - a. Patrons are allotted a two-hour daily usage for public stations.
 - b. Extension of time beyond the two-hours is based on availability.
 - c. All computers are available to patrons of any age.
8. Violations of this policy or other library policies including abuse, modification, misuse of equipment, and misuse of software will be grounds for suspension of library and computer privileges.
9. When using any sound emitting device, patrons must wear headphones or ear buds. These may be purchased at the Information Desk.
10. Downloading or viewing obscene or illegal material is prohibited. The Library does not condone, authorize, or permit any person to send or receive materials over the Internet that may be classified as indecent, obscene, incitement to riot, or which have otherwise been declared unlawful or unconstitutional by any state, local or federal court of law.



ALTADENA LIBRARY DISTRICT | POLICY AND PROCEDURE MANUAL

SUBJECT: COMPUTER AND INTERNET POLICY

SECTION: GENERAL ADMINISTRATION

BOARD APPROVED:

11. Users should not use the Library's computers and/or internet access for any illegal purpose including, but not limited to violating copyright laws, intellectual property or software licensing agreements. The Library is not responsible for an individual's violation of copyright laws regarding material found on the Internet
12. There are printing costs for both greyscale and color prints. The Library is not responsible for reimbursement of print credits on lost or stolen library cards, or for print copies made in error.
13. Cached and saved information on a computer is cleared upon reboot. It is recommended to use private browsing mode and to store files using a flash drive or cloud storage. The Library is not responsible for compromised information.
14. The Library does not retain information from personal or Library computer activities beyond a time log that a patron used the Libraries internet during a span of time and what hardware was used.
15. No food or drink while using Library electronics.
16. A maximum of two people are allowed at a computer at one time.

Laptop Lending Policy

1. Laptops may be checked out at the Information Desk on a first come first served basis. A valid Altadena Library District library card is required.
2. Patrons who have Good Neighbor, Teacher, or Staff card status may check out computers for use outside the Library. For patrons who do not meet these parameters, laptops must be used inside the Library only and must be returned thirty minutes before the Library closes.
3. Users must immediately report any hardware or software problems to the library staff.
4. A laptop must remain with the person who has checked it out. Users are responsible for any loss or damage. There is a replacement fee for a lost, stolen, or damaged Laptop.

Internet Use and Safety Policy

The following policy is to establish the appropriate use of the Altadena Library District Internet connection and computer network and prevent unauthorized access and other unlawful online activity.

Statement of Policy

It is the policy of Altadena Library District to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct



ALTADENA LIBRARY DISTRICT | POLICY AND PROCEDURE MANUAL

SUBJECT: COMPUTER AND INTERNET POLICY

SECTION: GENERAL ADMINISTRATION

BOARD APPROVED:

electronic communications: (b) prevent unauthorized access and other unlawful online activity; (c) prevent un-authorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the [Children's Internet Protection Act \(CIPA\)](#) [Sec. 1701-1741 of Title XVII of the United States Code]

Internet Filters

To the extent practical, technology protection measures (or "internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as minimally required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.

In the event a website which contains no material in violation of CIPA compliance is flagged by the content filter, please give the uniform resource locator (URL) to staff, and a staff member will submit a request to unblock the website to the Library technology department for review. If the website passes review, it will be unblocked; this process usually takes less than 24 hours.

CIPA compliance permits anyone 17 years of age or older to request unfiltered internet access for bona fide research or other lawful purposes. Patrons may ask Library staff to send an e-mail on their behalf to the Library technology department, and the unfiltered access will be granted in a timely manner.

Inappropriate Network Usage

To the extent practical, steps shall be taken to promote the safety and security of users of the Altadena Library District online computer network when using electronic mail, chat rooms, instant messaging, and other form of direct electronic communications. Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes (a) unauthorized access, including so-called 'hacking,' and other unlawful activities, and (b) unauthorized disclosure, usage, and dissemination of personal identification information regarding minors.

Disclaimer

The Library expressly disclaims any liability for injuries and/or damages of any kind whatsoever, including consequential damages, arising out of the use of Public Computers/Laptops, the obtaining of any materials from or over any Internet connection and the fitness for use or purpose of any materials, programs or information obtained through access to the Internet.



ALTADENA LIBRARY DISTRICT | POLICY AND PROCEDURE MANUAL

SUBJECT: COMPUTER AND INTERNET POLICY

SECTION: GENERAL ADMINISTRATION

BOARD APPROVED:

The accessing or use of the Public Computers through any equipment or service offered by the Library shall constitute acknowledgement of this waiver and disclaimer and shall be deemed acceptance of its terms and conditions. All users shall expressly assume the risk of receiving incorrect, inaccurate, defective, fraudulent or unlawful information while accessing the Public Computers/Laptops through any equipment or service offered by the Library.

Enforcement

- The Altadena Library District reserves the right to restrict the use of its facilities and premises to persons who do not abide by this Policy.
- Library staff may ask persons who are exhibiting behavior that does not adhere to this Policy to modify their behavior appropriately.
- Library patrons violating this Policy and failing to comply after one warning will be required to leave the Library for the remainder of the day. Individuals who are asked to leave shall do so within five (5) minutes.
- Based on the severity of the situation, the Library may revoke library or computer privileges or suspend access to all library services and property for multiple days or up to one year or may result in criminal prosecution if the conduct constitutes a violation of local, state or federal law.

Appeal Process

A person suspended from the library for a period of more than one (1) day may appeal the decision in writing to the District Director within ten (10) days from the date of suspension/revocation of library privileges. Submit requests for administrative review to hello@altadenalibrary.org or by mail to Altadena Library District, 600 E Mariposa St., Altadena, CA 91001. Suspension of privileges will remain in force during the review period.



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

REPORT: Agenda Item VIII.b.

MEETING DATE: September 27, 2021

PREPARED BY: Rachlin Partners

LOCATION: Virtual Meeting

TITLE: Review and Approval of Request for Proposal (RFP) for Architectural Design Services.

BACKGROUND:

Architectural Design Services are required to meet the goals of the community and the needs of the ALD facilities associated with the passage of Measure Z.

The Request for Proposal (RFP) for qualified Architectural design professionals with experience in the design of libraries or multi-functional/hybrid programmed buildings (such as community centers, student centers, or civic centers) to provide services that encompass the Altadena Main Library (Main) and Bob Lucas Memorial Branch Library & Literacy Center (Branch) will be used to review and preliminarily select an architectural design firm that will work in partnership with the ALD to complete Measure Z. The preliminary selection of the Architect is expected to take place in early November with a final recommendation presented to the Board of Trustees for consideration at a future Board Meeting.

Jennifer Pearson and Andrew Ulmen, Program Managers for Rachlin Partners, drafted the attached RFP in coordination with District Director Nikki Winslow and the Ad Hoc Facilities Committee.

If approved by the Board of Trustees, the RFP for Architectural Design Services will be posted on September 28, 2021 and proposals will be due by October 29, 2021.

FISCAL IMPACT:

None.

RECOMMENDATION:

The CFD Committee and staff recommends that the Board of Trustees review and approve the Request for Proposals for Architectural Design Services.



**REQUEST FOR PROPOSALS
ARCHITECTURAL DESIGN
SERVICES
Altadena Library District**

RFP ISSUE DATE **September 28, 2021**

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

PROPOSAL DUE **October 29, 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 Services
Section IV Evaluation and Award Criteria
Section V Proposal Instructions, Format, and Submittal Requirements

Attachment A Design 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 requesting proposals from qualified Architectural design professionals with experience in the design of libraries or multi-functional/hybrid programmed buildings (such as community centers, student centers, or civic centers) to provide services that encompass the Altadena Main Library (Main) and Bob Lucas Memorial Branch Library & Literacy Center (Branch).

1.1 QUESTIONS REGARDING THE RFP

Any questions, interpretations or clarifications, either administrative or technical, about this RFP must be requested in writing prior to the date indicated in Section II. All pertinent questions will be answered in writing and conveyed to all Proposers. Oral statements concerning the meaning or intent of the contents of this RFP by any person is unauthorized and invalid. **All questions either technical, commercial or contractual in nature shall be directed to:** Jennifer Pearson, Program Manager at jpearson@rachlinpartners.com

1.2 ERRORS AND OMISSIONS

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

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

1.3 ADDENDA

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

1.4 SUBMISSION OF PROPOSAL

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

1.5 PROPOSER'S COST

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

1.6 EXCEPTIONS

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

1.7 DELIVERY OF PROPOSALS

All proposals must be submitted at: <https://www.bidnetdirect.com/california/ald> by not later than **October 29, 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 (\$2,000,000). 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 One million (\$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 One million (\$1,000,000) for each accident, and property damage insurance in an amount of not less than One million (\$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 Design Services 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	September 28, 2021
Last Day for Submission of Questions	October 19, 2021
District Response to Questions	October 22, 2021
Deadline for Receipt of Proposals	October 29, 2021
Proposal Evaluation	November 1, 2021
Interviews	November 8, 2021
Final Selection	November 12, 2021
Board Approval	November 22, 2021
Tentative Start Date	January 3, 2022

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

SECTION III SCOPE OF SERVICES

3.0 **PROJECT BACKGROUND**

Altadena Library District (the ALD) is a small public agency organized under the Education Code of the State of California. A California Special District, The ALD is a public library system that operates two libraries serving the approximately 45,000 residents of Altadena. The ALD collaborates with its community to create environments for learning and inspiration, serves as a community center, and brings residents together to share the unique history of Altadena and the San Gabriel Valley.

In 2020, ballot Measure Z was passed, establishing the Altadena Library District Community Facilities District and authorizing a property tax levy to generate stable local funding for the repair and upgrade of the Altadena Libraries.

3.2 **PROJECT DESCRIPTION**

Project 1 – Bob Lucas Memorial Branch Renovation

The Branch was designed by Robert G. Smith in 1957, and since its completion there have been minimal changes to the building and site's physical characteristics. The 1,600 square foot site accommodates library and literacy services. The building is one story, painted concrete with a structural concrete superstructure, timber roof framing, and a sloped built-up roof.

Planned improvements include the reconfiguration of all interior spaces to improve function and flow. The improvements will include new finishes, plumbing, electrical, technology and mechanical distribution as well as accessible restrooms, along with a new fire alarm system and exit signage.

In addition to interior upgrades to all the existing spaces, the project is planned to include the following exterior improvements: a new reading court with landscaping, a water feature, shade structures, and seating options; storage for gardening equipment; a reconfigured trash enclosure; parking lot paving and lighting; a new monument sign and flagpole; new roofing; new exterior paint; accessibility upgrades; and an enhancement to the building entrance off of the parking lot.

The construction budget for this project is \$1,088,986, not including escalation beyond August 16, 2021.

Project 2 – Altadena Main Library Renovation

The Main's distinctive Mid-Century style was designed by noted local Architect Boyd Georgi, AIA, and completed in 1967. Since its completion, there have been minimal changes to the building and site's physical characteristics.

Planned improvements include the reconfiguration of all interior spaces to improve function and flow. The improvements will include reconfiguration of the building's vertical circulation to provide access to all levels, new Architectural finishes, plumbing, electrical, technology and mechanical systems as well as accessible restrooms.

In additional to interior upgrades to all the existing spaces, the project includes a series of new exterior activity areas and improvements. These areas include a new

exterior makerspace directly adjacent to a similar interior component, a new amphitheater and a reading court. The exterior improvements also include repairs to the iconic bridge that leads from Mariposa Avenue to the main entrance as well as new accessible ramps and walkways to ensure that all members of the community can enjoy this facility.

The project scope will also include health, safety and infrastructure upgrades. The health and safety upgrades include a seismic retrofit, the identification and removal of all hazardous materials as well as new fire protection consisting of a fire alarm system and facility-wide fire sprinklers. The infrastructure upgrades are planned to include a new electrical service, sewer and plumbing repairs and upgrades, roofing, landscaping and site lighting.

The construction budget for this project is \$12,856,818, not including escalation beyond August 16, 2021.

3.3 SCOPE OF SERVICES

The Scope of Services presented below is intended only to illustrate the services likely needed.

The ALD requires a licensed Architect to provide complete design services for the renovation of the Altadena Main Library and the Bob Lucas Memorial Branch Library. The Architect will be working collaboratively with the ALD's staff, the Ad Hoc Facilities Committee, the District's Capital Projects Manager, the Community Focus Group, and the community. The selected Architect shall conduct and coordinate all tasks related to the design of the library renovations.

In addition to the design of the facilities, the Architect or appropriate representative shall attend all necessary public and private meetings and make presentations, including presentations to the Board of Trustees, as necessary.

Any sub-consultants required to perform services shall work directly for the Architect, and the Architect shall be responsible for directing and coordinating their work.

Services shall be completed in the following phases:

1 – Conceptual / Schematic Design

During this phase, the Architect will meet with ALD staff, Library staff, the Ad Hoc Facilities Committee, the Capital Projects Manager and other stakeholders to receive their input. The Architect will conduct an initial Schematic Design/Scope Validation work session. Based on the input received, the Architect will then develop a schematic design. The schematic design documents shall incorporate the information gathered through existing information and site measurements, and shall represent the scale and relationship of the project components. These documents shall be used to determine areas, area relationships, volume, or other units necessary to calculate the project requirements. At a minimum, this will include the following:

1. Space plan including area square feet calculations
2. ADA analysis
3. Architectural drawings (site plan, floor plans, sections, elevations)
4. Proposed material boards (material samples, color strike offs, renderings, perspectives)
5. Preliminary landscaping and parking plans

6. Minimum of 3 renderings depicting overall look and feel of exterior and interior renovations
7. Estimated project construction cost

The ALD anticipates three (3) community meetings, as well as presentations to the Board of Trustees of the draft schematic design during this phase. Based on input, the Architect will incorporate changes to the design and present the final schematic design to the Board of Trustees.

2 – Design Development

Upon approval of the schematic design by the ALD, the Architect shall update all schematic design documents, including estimated project construction cost, and prepare design development documents consisting of drawings and other necessary documents which describe the size and character of the interior design, the appropriate engineering for the project and all other systems and components which are appropriate for the building.

Detailed Architectural drawings, including floor plans, roof plans, elevations, sections, and schedules (windows, finish, etc.) shall be provided at the 65% and 90% completion milestones. At the 90% completion milestone, the Architect shall furnish an updated construction cost estimate.

The Architect shall provide recommendations for furniture, fixtures, equipment and layout. The Architect shall prepare outline specifications, including an index and technical sections. The Architect shall conduct a meeting with the ALD team to review all documents. Meetings with the Community Focus Group and Board of Trustees are also anticipated during this phase. At this phase, the Architect shall complete informative meetings with all agencies associated with final permitting and project approval.

3 – Construction Documents

Upon approval of the design development documents by the ALD, the Architect shall update all of the design development documents, and prepare the construction documents. These documents shall include plans and specifications that in detail set forth the requirements for construction. The Architect shall provide all drawings and specifications, including but not limited to civil, landscape, architectural, structural, plumbing, mechanical, electrical, fire alarm, fire protection, and technology. Structural, mechanical, and electrical calculations and energy analysis shall be included. At the 90% completion milestone, the Architect shall furnish an updated construction cost estimate.

4 – Plan Review and Permits

At various review and approval stages or phases of the design effort, the Architect shall deliver copies of all documentation needed to complete the plan review and/or approval, as applicable. Following written approval of the construction documents by the ALD, the Architect shall submit stamped plans for permit and other governing approvals. Following the plan review process, the Architect shall incorporate any required changes/comments into the Construction Documents and shall issue such updated documents to the ALD.

5 – Bidding Phase

The Architect (with the ALD and Capital Projects Manager’s input) shall prepare a complete set of Bidding Documents for Public Bid. The Architect shall be responsible for preparing any clarifications or addenda during the bidding process. The ALD shall arrange for the distribution of the construction documents to the general contractors during the bidding process. The Architect shall assist the ALD in the review and evaluation of the bids, if requested by the ALD. The Architect and consultants shall attend pre-bid conferences and site visits with potential bidders, as requested.

The documents produced by the Architect for the project shall become the property of the ALD.

6 – Construction Administration

The Architect shall provide weekly construction observation reports during the course of the Construction Phase, shall review and comment on all submittals, respond to contractor requests for information (RFI’s), review change order requests for accuracy and pricing (in conjunction with their consultants), attend weekly construction meetings, and perform other services as required by the ALD to complete the Project. The Architect shall prepare, monitor, and follow through on completion of outstanding items (punch list), and shall utilize software which allows for organized documentation, sharing and verification of these items (e.g. Bluebeam Revu). The Architect shall provide as-built drawings in digital format. The Architect shall also attend the 11-month warranty walk-through.

7 – Commissioning

The Library may retain the services of a Building Commissioning Agent during the design and construction phase. If the Library elects to execute such an option, the Architect shall cooperate with the Commissioning Agent in all matters relating to the design including a peer review of all items related to building commissioning. The Library does not intend that the new library facility be LEED certified, however they do desire that it be designed and built in a manner that follows best practices regarding sustainability and operational efficiency.

All work shall, at all times, comply with applicable State, federal, and local laws and requirements. The Architect shall comply with all insurance requirements of the ALD.

3.4 MEETINGS

Sub-consultants shall be represented at all review meetings, meetings with the County Building and Safety Department, the Fire Department and other County agencies as required or as applicable. Coordination meetings will be led by the Architect, including working with utility companies, County agencies, and user groups.

3.5 PAYMENT OF INVOICE

Payments to the Architect shall be made on a monthly basis and shall be in proportion to services performed. The Architect shall not be reimbursed for travel expenses associated with work on this project unless the ALD specifically authorizes certain out-of-town travel. Travel to the project sites, material manufacturers, and jurisdictional agencies are not considered “out of town” travel.

SECTION IV EVALUATION AND AWARD CRITERIA

4.0 EVALUATION METHOD

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

4.1 EVALUATION CRITERIA

The Facilities Committee, in preparation for a recommendation to the Board, will review and evaluate all proposals. In order to qualify as responsible, a prospective consultant must, in the opinion of the Facilities Committee, meet the following standards as they relate to this Request for Proposal. The ALD may use all or some of the following criteria in its evaluation and comparison of submittals:

- Completeness and Quality of Submittal
- Have the necessary experience, organization, technical qualifications, skills and facilities, or have the ability to obtain them, including any sub-contractor arrangements.
- Availability of key project personnel
- Compatibility and communication
- Soundness of design process
- Demonstrated design innovation and creativity
- Experience with libraries and or multi-functional or hybrid program buildings
- Experience with renovations of historically significant buildings
- Universal Design experience and expertise
- Total Cost to ALD
- Ability to meet ALD insurance requirements
- References
- Be an Equal Opportunity Employer
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations

Selection will be based on the qualifications of the firm and assigned personnel and on the quality of the proposal. Primary consideration will also be given to experience with libraries or similar facilities, compatibility, and design innovation and creativity as demonstrated in the proposal.

ALD reserves the right, at its sole discretion, to waive minor irregularities in submittal requirement, to request modifications of the response, to accept or reject any or all responses received, and/or cancel all or part of this Request for Proposal at any time prior to awards.

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.

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.

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 a 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 Design 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 Architectural design 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 (including title, address, telephone number and email address), total construction value, project images, and the name of the construction contractor, Highlight your proposed team's experience on these projects. Align your proposed team's experience with firm's most relevant projects being presented. Identify if you teamed with another firm and clearly define what the roles and responsibilities were.

b. SECTION II – PROJECT TEAM

Provide a description of the architect's proposed team, the organization, and general expertise. Include specific experience of lead architect and team staff. Indicate the length of time the lead architect has been employed by your firm. Provide a listing of each key staff member who will be assigned to the project, their role, and background information demonstrating their capabilities and qualifications to perform their assigned task. For each individual, provide current professional registrations, related experience, educational background, and years of service with the team. Expertise applicable to work specified in the scope of services should be emphasized.

c. SECTION III – PROJECT APPROACH

Briefly state the approaches and methodologies the architect proposes to undertake. Discuss the methods of management, quality control, and coordination that will be used. Demonstrate understanding of the project, including identification of key issues and critical items to be addressed. Indicate what work the Architect will self-perform and what work will be performed by sub-consultants.

d. SECTION IV – TERMINATIONS AND LEGAL PROCEEDINGS

List all contract terminations, 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.

e. SECTION V – COST

All costs associated with the services of this contract must be identified in the following format:

- Fee for Architectural Services (inclusive of all sub-consultants):

Project 1 – Branch: _____

Project 2 – Main: _____

- Reimbursable Costs (inclusive of all sub-consultants):

Project 1 – Branch: _____

Project 2 – Main: _____

- Hourly Rate Schedule for Additional Services that may be requested:
- Exclusions

ATTACHMENT A

ALTADENA LIBRARY DISTRICT DESIGN SERVICES AGREEMENT (SAMPLE)

1. PARTIES AND DATE.

This Agreement is made and entered into as _____, 20____ by and between the Altadena Library District, a public agency organized and operating under the laws of the State of California with its principal place of business at 600 E. Mariposa Street, Altadena, California 91001 ("District"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Designer"). District and Designer are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 District. District is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Designer. Designer desires to perform and assume responsibility for the provision of certain professional design services required by the District on the terms and conditions set forth in this Agreement. Designer warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Designer is a corporation or other organization, the Project Designer designated pursuant to Section 3.2, and not the Designer itself, shall be fully licensed to practice as an architect and/or engineer in the State of California.

2.3 Project. District desires to engage Designer to render such services for the [INSERT PROJECT NAME] ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Designer.

3.1.1 Scope of Services. Designer promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional design and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Designer shall be subject to the sole and discretionary approval of the District, which approval shall not be unreasonably withheld. [INSERT IF FEDERAL FUNDS WILL BE USED; OTHERWISE ALWAYS DELETE: Additionally, Designer shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I."]

3.1.2 Term. The term of this Agreement shall be from [INSERT DATE] to [INSERT DATE], unless earlier terminated as provided herein. [***INSERT THE FOLLOWING SENTENCE FOR MULTI-YEAR, AUTOMATIC RENEWAL NOT TO EXCEED THREE

CONSECUTIVE YEARS; OTHERWISE, ALWAYS DELETE: The District shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than **[INSERT NUMBER]** additional one-year terms.***] Designer shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Project Designer; Key Personnel.

3.2.1 Project Designer. Designer shall name a specific individual to act as Project Designer, subject to the approval of District. Designer hereby designates **[INSERT NAME OF INDIVIDUAL DESIGNER]** (License No. **[INSERT NUMBER]**) to act as the Project Designer for the Project. The Project Designer shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Designer for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Designer shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Project Designer shall be of at least equal competence as the prior Project Designer. In the event that District and Designer cannot agree as to the substitution of a new Project Designer, District shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Project Designer, Designer has represented to the District that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Designer may substitute others of at least equal competence upon written approval of the District. In the event that District and Designer cannot agree as to the substitution of key personnel, engineers or consultants, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Designer at the request of the District. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: **[INSERT NAMES, AND TITLES OF KEY PERSONNEL, AND LICENSE NUMBERS, IF APPLICABLE]**.

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Designer shall have the option, unless District objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Designer may delegate without relieving Designer from administrative or other responsibility under this Agreement. Designer shall be responsible for the coordination and cooperation of Designer's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by District in its sole and reasonable discretion. Designer shall notify District of the identity of all consultants at least fourteen (14) days prior to their commencement of work to allow District to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Designer in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Designer shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, Designer's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Designer shall promptly obtain written District approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Designer's consultants and key personnel shall be subject to approval by District.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Designer at Designer's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Designer shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to District for damages sustained by the District and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Designer shall be fully responsible to the District for any increased costs incurred by the District as a result of any such delays in the design or construction of the Project. Designer represents and maintains that it is skilled in the professional calling necessary to perform the Services. Designer warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Designer represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Designer shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Designer's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Designer and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Designer shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Designer by law. Designer shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Designer performs any work knowing it to be contrary to such laws, rules and regulations, Designer shall be solely responsible for all costs arising therefrom. Designer shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Designer shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not known or reasonably should not have been known by Designer. Designer shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Designer shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Designer and District.

3.5.3 Americans with Disabilities Act. Designer will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Designer shall inform District of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the District with its interpretation of such inconsistencies and conflicting interpretations. Unless Designer brings such inconsistencies and conflicting interpretations to the attention of the District and requests District's direction on how to proceed, the Designer's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Designer, and the Designer shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Designer request's District's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Designer shall be responsible to the District only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Designer shall provide District with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Designer shall then assist the District in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the District.

3.5.5 Water Quality Management and Compliance.

(a) Compliance with Water Quality Laws, Ordinances and Regulations. Designer shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be

implicated by the performance of the Services including, without limitation, all applicable provisions of the District's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Designer shall additionally comply with the lawful requirements of the District, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

(b) Standard of Care. Designer warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.5.5(a) of this Agreement. Designer further warrants that it, its employees and subcontractors will receive adequate training, as determined by the District, regarding these requirements as they may relate to the Services.

(c) Liability for Non-compliance.

(i) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.5.5(a) of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Designer agrees to indemnify and hold harmless the District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers.

(ii) Defense: District reserves the right to defend any enforcement action or civil action brought against the District for Designer's failure to comply with any applicable water quality law, regulation, or policy. Designer hereby agrees to be bound by, and to reimburse the District for the costs associated with, any settlement reached between the District and the relevant enforcement entity.

(iii) Damages: District may seek damages from Designer for delay in completing the Services caused by Designer's failure to comply with the laws, regulations and policies described in Section 3.5.5(a) of this Agreement, or any other relevant water quality law, regulation, or policy.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. District retains Designer on an independent contractor basis and Designer is not an employee of District. Designer is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to District's employees. Any additional personnel performing the Services under this Agreement on behalf of Designer shall also not be employees of District, and shall at all times be under Designer's exclusive direction and control. Designer shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Designer shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income

tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Designer Services. Designer shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Designer shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Designer shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the District and within any completion schedules adopted for the Project. Designer agrees to coordinate with District's staff, contractors and consultants in the performance of the Services, and shall be available to District's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Designer shall prepare an estimated time schedule for the performance of Designer's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the District's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for District's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If District and Designer cannot mutually agree on a performance schedule, District shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Designer without the prior written approval of District. If the Designer's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the District will suffer damage for which the Designer will be responsible pursuant to the indemnification provision of this Agreement.

3.7.4 Excusable Delays. Any delays in Designer's work caused by the following shall be added to the time for completion of any obligations of Designer: (1) the actions of District or its employees; (2) the actions of those in direct contractual relationship with District; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Designer; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Designer. Neither the District nor the Designer shall be liable for damages, liquidated or otherwise, to the other on account of such delays. Designer's only remedy for such delays shall be a non-compensable extension of time to complete the Services.

3.7.5 Request for Excusable Delay Credit. The Designer shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the District in writing of the causes of delay (unless District grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). District will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Designer for extensions of time shall be an extension of the performance time at

no cost to the District. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Designer make an application for an extension of time, Designer shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Designer Services.

3.8.1 Request for Services. At District's request, Designer may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted design practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Designer to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Designer shall not perform, nor be compensated for, Additional Services without prior written authorization from District and without an agreement between the District and Designer as to the compensation to be paid for such services. District shall pay Designer for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Designer pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Designer was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to District, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Designer to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Designer.

(e) Legal Proceedings. Serving as an expert witness on District's behalf or attending legal proceedings to which the Designer is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Designer's services for the Project.

3.9 District Responsibilities. District's responsibilities shall include the following:

3.9.1 Data and Information. District shall make available to Designer all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the District shall provide the Designer with a preliminary construction budget ("District's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Designer, District shall furnish Designer with, or direct Designer to procure at District's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 District's Representative. The District hereby designates the [District Official With Representative Authority], or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. The [District Official With Representative Authority] hereby designates [INSERT NAME AND TITLE], or his or her designee, as the District's contact for the implementation of the Services hereunder. Contractor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Designer, including change orders and other matters requiring approval by the District Council or other officials. District shall advise Designer of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Designer's Compensation for Basic Services. District shall pay to Designer, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **[INSERT WRITTEN AMOUNT]** Dollars (**[\$[INSERT NUMERICAL AMOUNT]**) ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, District may request that Designer perform Additional Services. As used herein, Additional Services means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the District. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. If District requires Designer to hire consultants to perform any Additional Services, Designer shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. District shall have the authority to review and approve the rates of any such consultants. In addition, Designer shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Designer shall not be reimbursed for any expenses unless authorized in writing by District, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Designer in the interest of the Project. Designer shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of \$1,000; and (5) other costs, fees and expenses in excess of \$1,000.

3.10.4 Payment to Designer. Designer's compensation and reimbursable expenses shall be paid by District to Designer no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Designer shall present to District an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Designer shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. District shall, within thirty (30) days of receiving such statement, review the statement and pay all

approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Designer shall present to District an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Designer shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Designer. The District may withhold payment, in whole or in part, to the extent reasonably necessary to protect the District from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which Designer is liable under the Agreement or state law. Payments to the Designer for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Designer shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within the Designer's reasonable control.

3.10.6 Prevailing Wages. Designer 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, and if the total compensation is \$1,000 or more, Designer agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. District shall provide Designer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Designer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Designer's principal place of business and at the Project site. Designer shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Designer or its consultants to comply with the Prevailing Wage Laws. It shall be mandatory upon the Designer and all subconsultants 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). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.10.7 Registration. 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 Designer and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Designer shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.10.8 Labor Compliance. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Designer’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Designer or any subcontractor that affect Designer’s performance of Services, including any delay, shall be Designer’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Designer caused delay and shall not be compensable by the District. Designer shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Designer or any subcontractor.

3.11 Notice to Proceed.

Designer shall not proceed with performance of any Services under this Agreement unless and until the District provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Designer’s Termination for Cause. District hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Designer shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Designer shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by District as a result of the default, if any, by Designer. Designer hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Designer may terminate this Agreement for substantial breach of performance by the District such as failure to make payment to Designer as provided in this Agreement.

3.12.2 District’s Suspension of Work. If Designer’s Services are suspended by District, District may require Designer to resume such Services within ninety (90) days after written notice from District. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the District and Designer.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Designer shall provide to District all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which District would have been entitled at the completion of Designer's Services under this Agreement. Upon payment of the amount required to be paid to Designer pursuant to the termination provisions of this Agreement, District shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Designer under this Agreement. Designer shall make such documents available to District upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Designers. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, design presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of District. Although the official copyright in all Project Documents shall remain with the Designer or other applicable subcontractors or consultants, the Project Documents shall be the property of District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Designer shall provide to District copies of all Project Documents required by District. In addition, Designer shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Designer shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.13.2 Right to Use. Designer grants to District the right to use and reuse all or part of the Project Documents, at District's sole discretion and with no additional compensation to Designer, for the following purposes:

- (a) The construction of all or part of this Project.
- (b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;
- (c) The construction of another project by or on behalf of the District for its ownership and use;

District is not bound by this Agreement to employ the services of Designer in the event such documents are used or reused for these purposes. District shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Designer or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit District's right to recover for latent defects or for errors or omissions of the Designer.

Any use or reuse by District of the Project Documents on any project other than this Project without employing the services of Designer shall be at District's own risk with respect to third parties. If District uses or reuses the Project Documents on any project other than this Project, it shall remove the Designer's seal from the Project Documents and hold harmless Designer and its officers, directors, agents and employees from claims arising out of the negligent use or reuse of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Designer shall require any and all subcontractors and consultants to agree in writing that District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Designer represents and warrants that Designer has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Designer prepares or causes to be prepared pursuant to this Agreement. Designer shall indemnify and hold District harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Designer makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Designer and provided to Designer by District.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Designer in connection with the performance of this Agreement, shall be held confidential by Designer to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of District, be used or reproduced by Designer for any purposes other than the performance of the Services. Designer shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Designer which is otherwise known to Designer or is generally known, or has become known, to the related industry shall be deemed confidential. Designer shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of District.

3.14 Indemnification.

3.14.1 To the fullest extent permitted by law, Designer shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Designer, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Designer's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Designer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Designer, the District, its officials, officers, employees, agents, or volunteers.

3.14.2 If Designer's obligation to defend, indemnify, and/or hold harmless arises out of Designer's performance of "design professional" services (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, Designer's indemnification obligation shall be limited to claims that

arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Designer, and, upon Designer obtaining a final adjudication by a court of competent jurisdiction, Designer's liability for such claim, including the cost to defend, shall not exceed the Designer's proportionate percentage of fault.

3.15 Insurance. [DISTRICT RISK MANAGER TO REVIEW PRIOR TO USE] Designer shall not commence work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In addition, Designer shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the District that the subconsultant has secured all insurance required under this section.

3.15.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Designer shall, at its expense, procure and maintain in full force and effect for the duration of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Designer agrees to amend, supplement or endorse the policies to do so.

3.15.2 Additional Insured. The District, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Designer's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.15.3 Commercial General Liability

(a) The Designer shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(b) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage

(9) Independent Contractors Coverage

(c) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(d) The policy shall give District, the District Council and each member of the District Council, its officers, employees, agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(e) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

3.15.4 Automobile Liability

(a) At all times during the performance of the work under this Agreement, the Designer shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(b) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(c) The policy shall give District, the District Council and each member of the District Council, its officers, employees, agents and District designated volunteers additional insured status.

(d) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

3.15.5 Workers' Compensation/Employer's Liability

(a) Designer certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(b) To the extent Designer has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Designer shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Designer shall require all subconsultants to obtain and maintain, for the period required by this

Agreement, workers' compensation coverage of the same type and limits as specified in this Section.

3.15.6 Professional Liability (Errors and Omissions)

(a) At all times during the performance of the work under this Agreement the Designer shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Designer. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.15.7 Minimum Policy Limits Required

(a) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(b) Defense costs shall be payable in addition to the limits.

(c) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

3.15.8 Evidence Required

(a) Prior to execution of the Agreement, the Designer shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

3.15.9 Policy Provisions Required

(a) Designer shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Designer shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Designer shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Designer's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.

(c) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Designer shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Designer shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(d) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Designer or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Designer hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(e) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Designer from liability in excess of such coverage, nor shall it limit the Designer's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

3.15.10 Qualifying Insurers

(a) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements: Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.15.11 Additional Insurance Provisions

(a) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Designer, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise

assumed by the Designer pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(b) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Designer or District will withhold amounts sufficient to pay premium from Designer payments. In the alternative, District may cancel this Agreement.

(c) The District may require the Designer to provide complete copies of all insurance policies in effect for the duration of the Project.

(d) Neither the District nor the District Council, nor any member of the District Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.15.12 Subconsultant Insurance Requirements

(a) Designer shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Designer, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.16 Records.

Designer shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Designer shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Designer shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Designer shall cooperate and consult with District in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to District's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other District site, will be covered by, and be the subject of, a separate Agreement for design services between District and the designer chosen therefor by District.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.20 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Designer shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

3.21 Asbestos Certification.

Designer shall certify to District, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Designer prepares for the Project. Designer shall require all consultants who prepare any other documents for the Project to submit the same written certification. Designer shall also assist the District in ensuring that contractors provide District with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Designer shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Los Angeles County.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.27 Safety.

Designer shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Designer shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Designer shall provide a copy of the District's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Designer shall submit to the District's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of District's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the District that any of Designer's employees has harassed a District employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at District's request.

3.29 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:

Altadena Library District
600 E. Mariposa Street
Altadena, California 91001

CONSULTANT:

INSERT NAME, ADDRESS & CONTACT PERSON

Attn: ***INSERT NAME & DEPARTMENT***

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.30 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

3.31 District's Right to Employ Other Consultants.

District reserves right to employ other consultants, including designers, in connection with this Project or other projects.

3.32 Prohibited Interests.

3.32.1 Solicitation. Designer maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Designer, to solicit or secure this Agreement. Further, Designer 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 Designer, 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.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, 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.

3.33 Equal Opportunity Employment.

Designer 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 any other classification protected by federal or state law. 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. Designer shall also comply with all relevant provisions of District's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Labor Certification.

By its signature hereunder, Designer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.35 Subcontracting.

As specified in this Agreement, Designer shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.36 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.37 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT
BETWEEN THE ALTADENA LIBRARY DISTRICT
AND [***INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

ALTADENA LIBRARY DISTRICT

[INSERT NAME OF DESIGNER]

By: _____
[INSERT NAME]
[INSERT TITLE]

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
[INSERT TITLE]

EXHIBIT “A”

DESIGNER’S SCOPE OF SERVICES

1. GENERAL REQUIREMENTS.

1.1 Basic Services. Designer agrees to perform all the necessary professional design, engineering (e.g. mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services mutually agreeable to the parties) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 Exclusions from Basic Services. The following services shall be excluded from the basic services listed above: **[INSERT IF APPLICABLE] [COMMON EXCLUSIONS: civil engineering, landscape architectural, soils engineering, geotechnical services, hazardous waste or toxic substances engineering or other SERVICES.]**

1.3 Additional Services. Designer shall perform the following Additional Services for the Project: **[INSERT ADDITIONAL SERVICES OR “N/A” IF NOT APPLICABLE]**

1.4 Communication with District. Designer shall participate in consultations and conferences with authorized representatives of District and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the District. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor’s warranty period. Designer shall take direction only from the District’s Representative, or any other representative specifically designated by the District for this Project, including any construction manager hired by the District.

1.5 Coordination and Cooperation with Construction Manager. The District may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the District does so, it shall provide a copy of its agreement with the construction manager so that the Designer will be fully aware of the duties and responsibilities of the construction manager. The Designer shall cooperate with the construction manager and respond to any requests or directives authorized by the District to be made or given by the construction manager. The Designer shall request clarification from the District in writing if the Designer should have any questions regarding the authority of the construction manager.

2. INITIAL PLANNING PHASE.

During the initial planning phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

2.1 Project Feasibility. Provide advice and assistance to District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.

2.2 Meeting Budget and Project Goals. Designer shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and time line, including the District’s Preliminary Construction Budget. Designer shall use its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project’s budget and construction

allowance. It shall be the duty of the Designer to design the Project within budget. As discussed herein, including in Section 7.3, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated amount, Designer may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.3 Permits, Approvals and Authorizations. As indicated in Section 3.5.4 of the Agreement, Designer shall assist District in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

3. SCHEMATIC PLAN PHASE.

During the schematic plan phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

3.1 Funding Documents. Designer shall provide a site plan and all other Project-related information necessary and required for an application by District to any federal, state, regional, or local agencies for funds to finance the construction Project.

3.2 Schematic Plans. In cooperation with District, Designer shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed design concept of the buildings ("Schematic Plans"). Designer shall incorporate the functional requirements of District into the Schematic Plans. The Schematic Plans shall meet all laws, rules and regulations of the State of California. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by District or by any federal, state, regional or local agency having jurisdiction over the Project. All design drawings for the Project shall be in a form suitable for reproduction.

3.3 Preliminary Project Budget. Designer shall use the District's Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by District ("Designer's Preliminary Project Budget"). The purpose of the Designer's Preliminary Project Budget is to show the probable Project cost in relation to District's Preliminary Construction Budget and the construction standards of any applicable funding agency. If Designer perceives site considerations which render the Project expensive or cost prohibitive, Designer shall disclose such conditions in writing to District immediately. As discussed herein, including in Section 7.3, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated amount, Designer may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget Designer shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.4 Copies of Schematic Plans and Other Documents. Designer, at its own expense, shall provide a complete set of the Schematic Plans described herein for District's review and approval. Additionally, at District's expense, Designer shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by District shall be provided at actual cost to District.

4. DESIGN DEVELOPMENT PHASE.

During the design development phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

4.1 Design Development Documents. Once District provides Designer with specific written approval of the Schematic Plans described herein, Designer shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; and (3) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the size and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the District Council for approval.

4.2 Copies of Design Development and Other Documents. Designer, at its own expense, shall provide a complete set of the Design Development Documents described herein for District's review and approval. Additionally, at District's expense, Designer shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by District shall be provided at actual cost to District.

4.3 Updated Project Budget. Designer shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein ("Designer's Updated Project Budget").

4.4 Timetable. Designer shall provide a written timetable for full and adequate completion of the Project to District.

4.5 Application for Approvals. Designer shall assist District in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project. Designer shall furnish and process all design and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.6 Color and Other Aesthetic Issues. Designer shall provide, for District's review and approval, a preliminary schedule of all color materials and selections of textures, finishes and other matters involving an aesthetic decision about the Project.

5. FINAL WORKING DRAWINGS AND SPECIFICATIONS.

During the final working drawings and specifications phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

5.1 Final Working Drawings and Specifications. Once District provides Designer with specific written approval of the Design Development Documents described herein, Designer shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work in an efficient and thorough manner ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by District. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and

equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.9.2 of the Agreement, District may be requested to supply Designer with the necessary information to determine the proper location of all improvements on and off site, including record drawings (“as-built drawings”) in District’s possession. Designer will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. District shall also make a good-faith effort to verify the accuracy of the as-built drawings and provide any supplemental information to Designer which may not be shown on the as-built drawings.

5.2 Form. The Final Working Drawings and Specifications must be in such form as will enable Designer and District to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project. In addition, the Final Working Drawings and Specifications must be in such form as will enable District to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Designer.

5.3 Approval and Revisions. District shall review, study, and check the Final Working Drawings and Specifications presented to it by Designer, and request any necessary revisions or obtain any necessary approvals by the District Council, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Designer shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Designer’s professional judgment. Designer shall bring any such conflicts and/or inconsistencies to the attention of District. The parties agree that Designer, and not the District, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the District reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent designer or other consultant to perform such reviews. Any such independent constructability review shall be at District’s expense. Designer shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the District, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Designer’s professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior District direction, Designer shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.4 Costs of Construction. It is understood by Designer that should the Final Working Drawings and Specifications be ordered by District, District shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Designer’s fees. Should it become evident that the total construction cost will exceed the specified sum, Designer shall at once present a statement in writing to the District’s Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.5 Copies of Final Working Drawings and Specifications and Other Documents. Designer, at its own expense, shall provide a complete set of the Final Working Drawings and

Specifications described herein for District's review and approval. Additionally, at District's expense, Designer shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by District shall be provided at actual cost to District.

6. CONSTRUCTION CONTRACT DOCUMENTS.

During the construction contract documents phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

6.1 Bid and Contract Documents. If so required by District, Designer shall assist District in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by District), Contract, General Conditions, Supplementary General Conditions, Special Conditions, DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of District and District's legal counsel.

6.2 Final Estimate. At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Designer shall provide District with its final estimate of probable construction cost ("Designer's Final Estimate"). As discussed herein, including in Section 7.3, it shall be the Designer's duty to design the Project within budget.

7. BID PHASE.

During the bid phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

7.1 Reproducible Construction Documents. Once District provides Designer with specific written approval of the Construction Documents and Designer's Final Estimate, Designer shall provide to District one set of reproducible Construction Documents.

7.2 Distribution of Contract Documents and Review of Bids. Designer shall assist District in distributing the Construction Documents to bidders and conducting the opening and review of bids for the Project.

7.3 Over Budget. If the apparent lowest responsive and responsible bid on the Project exceeds the Designer's Final Estimate by more than five percent (5%), District may request Designer to amend, at Designer's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid equal to or less than the Designer's Final Estimate. All revisions necessary to bring the lowest responsive and responsible bid within the Designer's Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the District.

8. CONSTRUCTION PHASE.

During the construction phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

8.1 Observation. The Project Designer shall observe work executed from the Final Working Drawings and Specifications in person, provided that District may, in its discretion, consent to such observation by another competent representative of Designer.

8.2 General Administration. Designer shall provide general administration of the Construction Documents and the work performed by the contractors.

8.3 Pre-Construction Meeting. Designer shall conduct one or more pre-construction meetings, as the District determines is needed for the Project, with all interested parties.

8.4 Site Visits of Contractor's Work. Designer shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the District's sole discretion, but in no event less than weekly.

8.5 Site Visits of Inspector's Work. Designer shall conduct site visits to communicate and observe the activities of the District inspectors. Such site visits shall be conducted as often as is mutually acceptable to Designer and District. Designer shall direct the District inspectors and the Project contractors to coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.6 Coordination of Designer's Consultants. Designer shall cause all architects, engineers and other consultants, as may be hired by Designer or District, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

8.7 Reports. Designer shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project.

8.8 Construction Meetings; Minutes. Designer shall attend all construction meetings and provide written reports/minutes to the District after each construction meeting in order to keep District informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the District's sole discretion, but no less than weekly.

8.9 Written Reports. Designer shall make written reports to District as necessary to inform District of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work.

8.10 Written Records. Designer shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and District of any deviations from the time schedule which could delay timely completion of the Project.

8.11 Material and Test Reports. Designer shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Designer shall

provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors and District.

8.12 Review and Response to Submissions. Designer shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Designer's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.13 Rejection of Work. Designer shall promptly reject, as discussed with District, work or materials which do not conform to the Construction Documents. Designer shall immediately notify the District and contractor(s) of such rejections. Designer shall also have the authority to recommend to the District that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

8.14 Substitutions. Designer shall consult with District, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the District's final written approval of such substitutions. Designer's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.15 Revised Documents and Drawings. Designer shall prepare, at no additional expense to District, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

8.16 Change Requests and Material Changes. Designer shall evaluate and advise District, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Designer shall provide the District with its opinion as to whether such change requests should be approved, denied or revised. If the District has not hired a construction manager or other person to do so, the Designer shall prepare and execute all change orders and submit them to the District for authorization. If the District has designated a construction manager or other person to prepare all change orders, the Designer shall review all change orders prepared by such person, execute them and deliver them to the District for authorization if they meet with the Designer's approval, or submit them to the District with recommendations for revision or denial if necessary. Designer shall not order contractors to make any changes affecting the contract price without approval by District of such a written change order, pursuant to the terms of the Construction Documents. Designer may order, on its own responsibility and pending District Council approval, changes necessary to meet construction emergencies, if written approval of District's Representative is first secured.

8.17 Applications for Payment. Designer shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the District's inspector.

8.18 Final Color and Product Selection. Designer shall coordinate final color and product selection with District's original design concept.

8.19 Substantial Completion. Designer shall determine the date of substantial completion, in consultation with the District.

8.20 Punch List. After determining that the Project is substantially complete, Designer shall participate in the inspection of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor (“Punch List Items”). Designer shall notify contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Designer shall also notify District of all Punch List Items.

8.21 Warranties. Designer shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners’ manuals, instruction books, diagrams, record “as built” drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Designer shall coordinate and provide these materials to the District.

8.22 Certificate of Completion. Designer shall participate in any further inspections of the Project necessary to issue Designer’s Certificate of Completion and final certificate for payment.

8.23 Documents for Project Close-Out. Designer shall cause all other architects, engineers and other consultants, as may be hired by Designer, to file any and all required documentation with the District or other governmental authorities necessary to close out the Project. Designer shall assist the District in obtaining such documentation from all other architects, engineers, or other consultants.

9. AS-BUILT DRAWINGS.

During the as-built drawings phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

9.1 As-Built Drawings and Specifications. Not later than thirty (30) days after substantial completion of the Project, before receipt of final payment, Designer shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an “as-built” set of Final Working Drawings and Specifications (“As-Built Drawings and Specifications”). The As-Built Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Designer shall personally review and certify that the As-Built Drawings and Specifications are a correct representation of the information supplied to Designer by any inspectors and the contractor, and shall obtain certifications from any inspectors and the contractor that the drawings are correct.

9.2 Approval. Once District provides Designer with specific written approval of the As-Built Drawings and Specifications, Designer shall forward to District the complete set of original As-Built Drawings and Specifications or a complete set of reproducible duplicate As-Built Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

9.3 Documents for Final Payment. Prior to the receipt of Designer’s final payment, Designer shall forward to District all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the As-Built Drawings and Specifications as required herein; and (4) Designer’s Certificate of Completion.

10. WARRANTY PERIOD.

During the warranty period phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

10.1 Advice. Designer shall provide advice to District on apparent deficiencies in the Project during any applicable warranty periods for the Project.



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

REPORT: Agenda Item VIII.c.

MEETING DATE: September 27, 2021

PREPARED BY: Nikki Winslow

LOCATION: Virtual Meeting

TITLE: Review and Approval for Janitorial Services Vendor Recommendation

BACKGROUND:

A Request for Proposals (RFP) to contract with a Janitorial Services vendor was approved by the Board of Trustees on August 23. The RFP was posted on BidNet on August 24 and closed on September 17. We received two proposals by the deadline.

A scoring matrix was created based on the evaluation criteria in the RFP by Facilities Manager Jonathan Arevalo and me. The scoring team was composed of the two of us and also our new Administrative Services Manager Tony Rainey and our Administrative Assistant Diego Gamboa. One proposal was incomplete and got an overall failing score. The other proposal was complete and scored well overall with the team.

The vendor that scored well was Verde Facilities Services. The one area that scored the lowest was the overall cost of the contract (see page 25 of the proposal following this report). With our Main Branch open 6 days a week, we would prefer service all six days if possible. We agreed that just having a night cleaning at both libraries would satisfy our janitorial needs. I spoke to Areli Barlow from Verde Facilities Services and she confirmed that we could set up a contract with only the night cleaning services. Any daytime cleaning needs can be taken care of by Facilities Department staff.

Their proposal also mentioned that they provide their own cleaning supplies so this would also reduce expenditures on these supplies as well.

FISCAL IMPACT:

The monthly cost to have night cleaning six days a week for six hours each night between both library buildings is \$4,353.12, with a yearly estimated cost of \$52,237.44. The contract will be primarily funded by the salary savings of the vacant part-time Facilities Maintenance Worker that will not be filled and supplemented by our Maintenance Contracts budget (account number 7205). The Maintenance Contracts account will be adjusted at mid-year to reflect this increase.

RECOMMENDATION:

Staff recommend that the Board of Trustees vote to authorize the District Director to contract with **Verde Facilities Services** for Janitorial Services Firm for the maintenance of both the Main and Bob Lucas Library buildings, not to exceed \$55,000 for yearly services.



Custodial Service RFP

September 17, 2021



Areli Barlow

Business Development Director

(602) 481-8942 | areli@verdefacilities.com

COVER LETTER

With over 45 years of cumulative experience Verde has worked together to build partnerships focused on delivering green cleaning, standardization, innovation, and soft services solutions that yield optimal outcomes aligned Altadena Library Mission. As a Minority Business Owned Enterprise It would be a privilege to work alongside Altadena Libraries in support of your daily operations; it is a responsibility we would not take lightly.

Our proven systems and processes consistently deliver excellent performance results. Our steadfast dedication to continuous improvement means we are never satisfied with maintaining the status quo. We proactively make process improvements by implementing new technologies like our mobile applications that drive quality at all levels.

In an effort to hire and maintain tenured staff and reduce turnover, we are paying fair market value wages. These wages are higher than the minimum wage. This will help ensure we can continue to provide the most effective, highly trained (including COVID 19 protocol disinfecting), and dedicated frontline team at Altadena Libraries.

Verde will continue to refine our proven approach with a focus on innovation and technology, employee empowerment, skilled management, and data-driven performance transparency. We will build and strengthen our partnership with open communication and collaboration to identify further efficiencies and process improvements.

Our executive summary and proposal response will highlight and demonstrate how our commitment to excellence produces the industry's best results in staff retention, safety, and sustainability.

Sincerely,

Areli Barlow

Business Development Director

1 (602) 481-8942 | areli@verdefacilities.com



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Experience and Capabilities

Company Overview

Areli Barlow

Business Development Director

1 (602) 481-8942 | areli@verdefacilities.com

2323 Mescal St. #205, Phoenix, AZ 85205

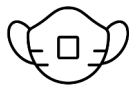
45 years of cumulative experience serving Fortune 500 companies, it would be our honor to partner with Altadena Libraries and assist in achieving its mission.

Verde is changing the way cleaning services are delivered through experience, process, and technology. Our documented processes and quality assurance programs reduce cleaning complaints and eliminate disruptions, bringing peace of mind to Facility Managers and enabling everyone to optimize productivity.

Verde Core Services & Competencies



Janitorial Services



COVID Response and Sanitization



Green Cleaning



cGMP



Vendor Management



Cleanroom & Lab Sanitizing



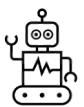
Pressure Washing



Parking Lot Sweeping



Window Cleaning



Autonomous Cleaning



Recycling & Waste Management



Maintenance & Repairs

States Served

- Arizona
- California
- Colorado
- Idaho
- Nevada
- Utah
- Wyoming

Space Types Served

- Education
- Labs
- Class A Office
- Headquarters
- High-Tech
- Manufacturing
- Life Science
- Healthcare
- Data Center
- Sports Venues
- Distribution
- Construction

References

Don't take our word for it!

Trane

Deb Knodell

(Area Service Manager)

- Address: 2416 Donella Ct. Fort Collins, CO
- Relationship: 3 months
- Description: Janitorial Service
- Phone: 630-400-4362
- Email: Daknodell@trane.com

SAIC

Wyatt Rask

(Owner)

- Address: 105 Technology Dr, Broomfield, CO
- Relationship: 6 months
- Description: Janitorial Service
- Phone: 303-404-6290
- Email: wyatt.a.rask@saic.com

ABB

Rob Whittle

(Facilities Manager)

- Address: 4050 E Cotton Center Blvd, AZ
- Relationship: 2 years
- Descriptions: Janitorial Service
- Phone: 562-320-3000
- Email: Robert.whittle@us.abb.com

"I have been using Verde as my primary service provider to maintain my 400K square foot distribution center. Paul and his team have been a true Partner and Asset. I truly value what they bring to the table. During our start up one year ago things were hectic and Verde came in with their sleeves rolled up and lent a much needed hand. The quality of work is absolutely commendable. I continually receive accolades regarding the cleanliness of my facility. Bottom line is that I have always been satisfied with their performance. They do an excellent job, always punctual and offer the most competitive rates in the area."

-Robert Whittle

References

Don't take our word for it!

CPR

Patrick Maez (owner)

- Address: 3317 Higley Rd, Gilbert, AZ
- Relationship: 2 years
- Description: Janitorial Service
- Phone: 602-300-5906
- Email: Patrick@cprclean.com

"Verde is the janitorial team to go with! I have had the opportunity to work with the Verde team for the last 2 years and they are a tier 1 cleaning company. I highly recommend Verde Clean for all your janitorial needs!"

-Patrick Maez

Wells Fargo / Verde Scott Iten (VP of Operations)

- Address: 100 W Washington St, Phoenix, AZ
- Relationship: 2 years
- Description: Janitorial Service
- Phone: 630-400-4362
- Email: siten@Verdecorp.com

"I've had the pleasure to work with Verde as a Soft Service provider for our custodial needs. They are currently providing janitorial cleaning services with some of our major clients and I am pleased to work with a provider that we trust and can lean on to get things done! Timely, responsive, and overall willingness to partner with my organization to care for our customers. Cleaning services is not the easiest job duty to conduct with customers that consistently engage and push for more and they have met the challenge every time.

It is my pleasure to work with a business partner that is willing to go the extra mile!"

-Scott Iten

Business Certificate

See Attachment A

Disciplinary Legal Actions

None

Personnel

Local Management

Altadena Libraries will have local Verde operations experts to assist in establishing operations and ensure ongoing account success. Verde has a well-established presence in and around the Southern California area, with many of our current service locations just a few minutes away. Verde has local assets that we can draw from to ensure successful delivery of our cleaning services.

Verde management teams consist of site level, regional, and corporate staff who serve as a multi-tiered network in place to support our clients' soft service programs. Altadena Libraries will have a dedicated operations team led by President of Operations, Paul Sarzoza and Cesar Mayorga. Verde's management team is committed to program alignment, driving program improvements, and seeing Altadena service level goals achieved.

Every individual on our team is committed to serving the best interests of Altadena Libraries. We deeply value our client partnerships and are confident that our dedication to service excellence, willingness to collaborate and drive improvements, will strengthen our relationship with Altadena Libraries into a valued partnership.



Altadena Library Mission

The Altadena Library District brings people and ideas together.

Personnel

Paul Sarzoza President of Operations

Experience: Paul is based out of Phoenix, AZ and has over 25 years of custodial and building service experience. Paul will be providing computer financial analysis services. He has successfully transitioned and managed multiple large accounts. Paul specializes in developing and motivating teams to deliver excellence. Paul is highly skilled in effective customer communication and offering quick resolutions that are customer focused. Paul has held positions as an Operations Manager, Site Manager, Area Manager, National Account Director, and Regional Operations Director.

Areas of Responsibility:

- Manages and establishes strong relationships across the accounts with internal and external customers while developing strategic goals to drive cost savings for the customer and enhance the employee/end user experience.
- Conducts site audits with the customer and internal teams to ensure compliance with customers' expectations and safety requirements by OSHA and address any concerns the customer may have.
- Collaborates with team members across the accounts at all sites to form standardization and provide excellent solutions to create a motivated environment.
- Expands business by managing costs and revenues to meet the customer's financial goals through strategic contract negotiation, cost reductions and oversee changes in processes.
- Develops and conducts QBRs (Quarterly Business Reviews) with customers.

Career Highlights:

- Has consistently achieve and improved KPI and Customer Satisfaction results.
- Helped develop Managers in Training and Direct Reports.
- Developed innovations and Best Known Methods that have been implemented throughout the organization.

Education and Professional Affiliations:

- Bachelors of Science in Business Management from Northern Arizona University

Personnel

Cesar Mayorga Regional Ops Manager

(Assigned Altadena Libraries Main Point of Contact)

Experience: Cesar is based out of Orange County, California and has been a valued member of the Verde team. During his career, he has served as a Site Supervisor, Site Manager, Area Manager and now serves as the Regional Ops Manager overseeing the Southern California area. He has worked with and supported some of Verde's largest clients including Charles Schwab, Wells Fargo, Trane and Uber. With his proactive and enthusiastic leadership, he ensures that our services exceed client expectations and employees are satisfied and motivated with positive communication.

Areas of Responsibility:

- Currently oversees operations in Southern California .
- Supports daily operations, growth, client relations, budgets and reporting.
- Supervises numerous direct reports including site supervisors.
- Resolves customer complaints by actively listening to fully understand the problem and select effective solutions to ensure customer satisfaction.
- Actively ensures that all task/assignments are performed in compliance with safety procedures.

Career Highlights:

- Currently oversees operations in Southern California, where he has improved customer satisfaction and quality scores.
- Helped develop Site Supervisors, Leads and Direct Reports.
- Extensive knowledge of maintaining facilities including subject matter expert in floor care.
- Excellent leadership skills .

Qualifications

PROPOSED STRATEGY

Altadena Libraries can completely eliminate the innumerable risks associated with service provider transition. As best in class service provider, Verde can guarantee a green cleaning program aligned with Gold LEED certification with no impact to operations.

With our established California Area front-line team, we can focus on service level alignment and driving efficiencies instead of a new service provider navigating the uncertainty of recruiting and training.

Our approach is to build and establish a partnership to deliver proactive quality management systems and processes with the use of our award-winning technology.

We can collaborate to realize service efficiencies, implement innovative technologies, and drive cost savings, while providing Altadena Libraries with performance and financial reporting transparency.

Benefits

- Green Cleaning
- Zero impact to operations
- Proven operational success
- Established relationship with dedicated account management
- Transparent financial reporting with actionable data
- Access to industry-renowned subject matter experts in Safety, Sustainability, Quality, and more

Through Verde, Altadena Libraries will benefit from the following:



Eliminate Transitional Risk



Established Relationship and Governance



Dedicated Altadena Account Leadership



Established and proven systems and processes



Verde tools, technology, and continuous improvement initiatives



Performance transparency and reporting

Qualifications

Phase 1: Pre-Transition (First 30 Days)

Verde's objective is to understand all of Altadena Libraries operations and develop KPIs for each facility. The transition team will be at Altadena Libraries 30 days before the contracted start date to become familiar with the facilities, assess risk, audit service areas, and evaluate operations.

- A transition checklist that details frequencies and time frames of actionable items will be created in collaboration with the Altadena Library points-of-contact to ensure transparency and alignment.
- The timeline will create tasks that are assigned to each transition team member and will be managed by the transition manager holding the team accountable for completing each task on time.
- The transition team will adjust the current workflows or develop new workflows that will outline roles and responsibilities of each team member.
- This information will be reported in a Pre-Transition Review presentation in order to establish baseline quality measurements.
- Altadena Libraries will also receive informative Weekly Transition Reviews to throughout the transition process. These reviews will include progress updates, safety chats, equipment innovations, and audit updates.
- Verde's customized Gantt chart will outline the full 90-day transition with action items assigned to time frames of completion.

Staffing

One of the most important steps in our transition planning is staffing. Verde does our best to provide continuing employment opportunities to incumbent staff. In the event that not all incumbent staff pass our rigorous hiring qualifications, we may use several sources to obtain qualified candidates. We will utilize several recruiting techniques, including but not limited to, referrals, local community service organizations, internal job postings, advertisements and job fairs. Verde completes all pre-employment screening per local laws. Verde has an established presence region-wide and can draw on our internal resources to fill positions with highly qualified staff.

Qualifications

Baseline Audits

Additionally, Verde's site and transition managers will conduct baseline audits at Altadena Libraries. The baseline audit is performed using the mutually agreed upon audit scale and key performance indicators (KPIs) created with the site point of contact. The results of the baseline audits will be reviewed and compared to audits conducted throughout the full 90-day transition.

End-User Communication

Upon award of the contract, Verde will provide end-user education materials to advise members of Altadena Libraries community of the shift to a new janitorial service provider. We will work with you to identify opportunities to create communication pieces that fit the specific needs and/or concerns that may be expressed.

Phase 2: Implementation (Next 30 Days)

The implementation phase encompasses the time during which Altadena Libraries is now fully staffed by Verde—typically 30 days from the contract start date. This phase is our initial delivery of services outlined in the scope of work (SOW). Verde's transition team will stay on-site during this phase to ensure the sustaining staff is fully trained, support any changes in workflow or scheduling, and provide additional support as needed to ensure a seamless transition.

Phase 3: Sustaining (Last 30 Days)

The remaining 30 days of transition comprises Phase 3, during which time Verde is in full operation of the project, including ownership of all day-to-day duties, operational functions, and executing deliverables.

- Sites are audited regularly to ensure that key processes have been properly implemented and fundamental operations are sustained.
- Verde also examines areas of opportunity for continuous improvement to our services.

Space and Access

- Badging and access for the facility for transition team at the time of transition start
- Provide Verde with small space to operate (office space)
- Secure Storage for new equipment arriving the week prior to Go Live
- Space for Welcome Orientation and New Employee Orientation

Qualifications

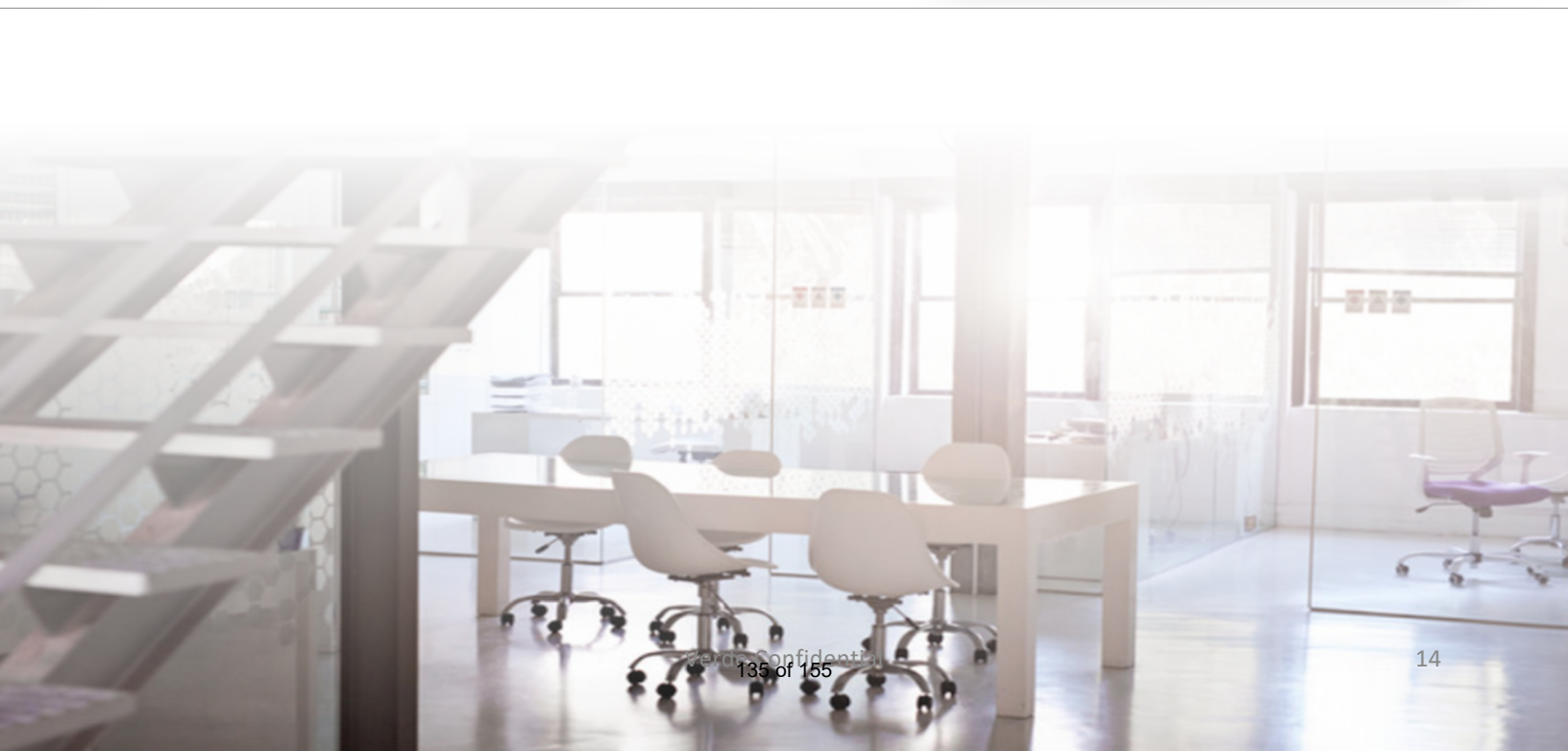
PANDEMIC PREPAREDNESS

Verde's dedicated Pandemic Response team is always prepared and ready to deploy our documented Pandemic Plan. Altadena Libraries will have full access to Verde's plan, including resources and subject matter experts to support pandemic response needs and return-to-work efforts.

- Dedicated Verde COVID-19 leadership panel representing each key department
- Progressively tiered response procedures for each stage of risk
- Utilization of proper PPE and disinfecting chemicals
- Internal document development and distribution
- Activating supply chain task force to identify and communicate product alternatives
- Employee push notifications through Mobile App Messaging

Sample Client Communications

- Weekly Updates
- COVID-19 Customer Handbook
- Cleaning & Disinfection Protocol
- Resuming Workplace Operations Handbook



Qualifications

INDUSTRY-BEST TRAINING

All Verde team members are assigned individual course requirements based on position type.

Verde team members receive safety training, orientation, classroom/video training, and on-the-job training. Our training program includes access to industry-specific and task-specific education through Learning Management System, or LMS, training.

Each team member receives a custom training transcript to track assigned, completed courses, and verify training compliance.

Soft Skills Training Reinforces:

- The importance of professionalism and pleasant customer engagement
- Making a positive first impression
- Verde's lasting positive and interactive workplace for employees, customers, and general building end users

Our Training program ensures:

- Employees are trained to safely perform their job functions
- Compliance with on-site requirements
- Knowledge retention
- Customized site and client-specific courses

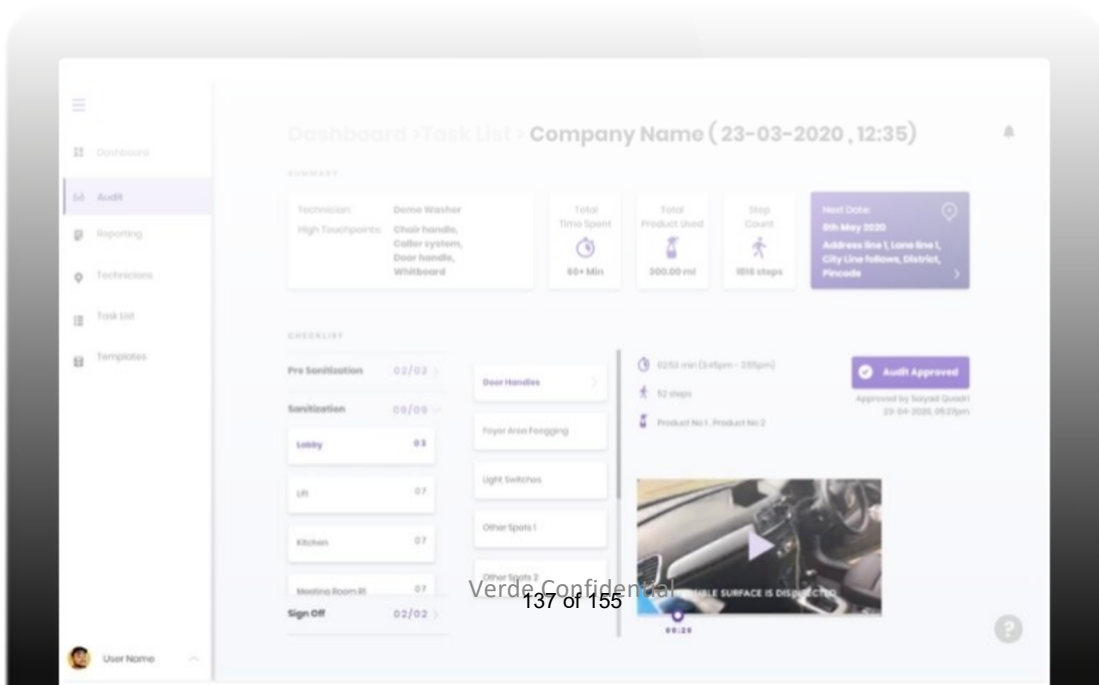
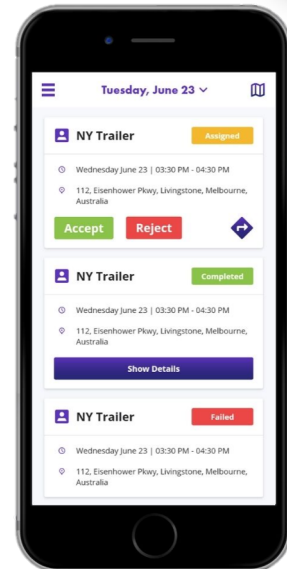
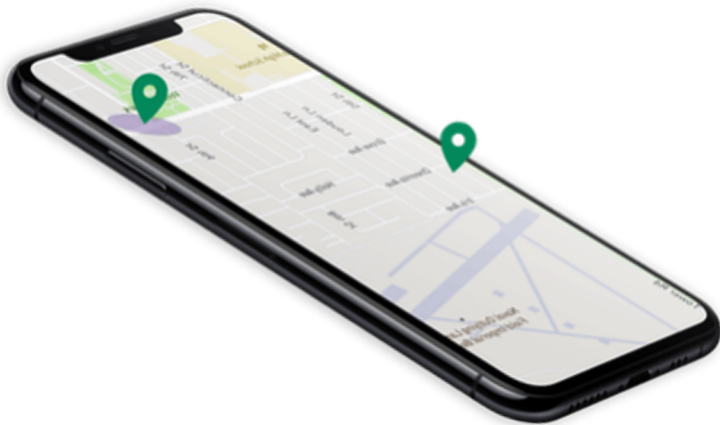


Qualifications

Systems & Processes - Technology

Our performance management technology validates process compliance and training retention with 24/7 visibility from anywhere. Our platform incorporates real-time KPI reporting.

Our technology drives measurable quality and operational improvements across single sites and complex portfolios, with applications and specific features for every operational stakeholder.



Qualifications

Employee Vetting

Equal Opportunity Employer

Verde provides equal employment opportunity regardless of age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions. All matters relating to employment are based upon ability to perform the job, as well as dependability and reliability once hired. Where practical, all positions are posted internally within the company prior to seeking external sources.

Drug and Background Screening

Verde requires all new hires to successfully complete a pre-employment background search, drug test and reference check. Drug tests and background screenings are completed by Jungle Source Inc and Secure-Test., which may include criminal background history, including state records and a Department of Homeland Security EVP review. All Verde employees are bonded. Verde is able to perform periodic background checks after our pre-employment screening if required by client.

I-9 Compliance

As an extension of your staff, we are committed to bringing only the most qualified and legally authorized employees onto your site. Within the facilities industry, customers depend on our team to ensure we take the necessary precautions to eliminate the possibility of utilizing undocumented workers. Our hiring standards significantly reduce the potential for negative public affairs issues at your site. We take into consideration the compliance matters our customers consider when hiring outside suppliers, including the increasing concern with right-to-work status of their contractors' employees.

It is Verde's policy to strictly follow all requirements, policy guidelines and restrictions set forth in the completion and retention of the Employment Eligibility Verification Form I-9 for all employees. No employee will be able to commence employment without first meeting and completing the requirements of Form I-9.

Qualifications

Verde Recruits and Retains the Best In Class

For Verde, just like Altadena Library, employee experience is paramount to our success and reputation as the industry employer of choice. As a result of this commitment, Verde's companywide turnover is nine times better than industry average, with current rates at just **20%** compared to an industry-wide rate of 180%.

To maintain our skilled frontline team at Altadena Libraries, we are paying fair market value wages. These wages are higher than the minimum wage. It is a privilege to provide our associates the tools they need to be equipped for whatever they encounter at work – or in life. We take care of our team because that's what we've committed to do. We also know that happy employees are more dedicated and provide a higher level service for our clients.

Our organization gives back through community service outreach opportunities, team building, and employee experience initiatives including our interactive safety reward program, employee scorecard bonus program, back-to-school backpack program, and turkey giveaway program.

1 & 2: Safety Lunch | **3:** Thank you gift card for COVID-19 Response | **4:** Back Pack Giveaway | **5:** Turkey Giveaway



Qualifications

SAFETY EXCELLENCE

Our safety culture is supported from the top of the company all the way to our front line. As a company core value, Verde is invested in our employees returning home safely to their families each and every day.

Each team member knows they can prevent safety incidents by proactively identifying risks and working safely at and away from work. Our team acts as the eyes and ears of our customer facilities and captures potential safety and maintenance issues using our Good Catch and Report-It processes. All employees are empowered to Stop the Job whenever they encounter an unsafe situation. This companywide commitment to safety has resulted in safety records more than six times better than industry average!



Qualifications

CROSS CONTAMINATION

Our emphasis on a preventative safety culture reinforces our associates the importance of proactively identifying and mitigating potential safety concerns.

Color-Coded Equipment Program

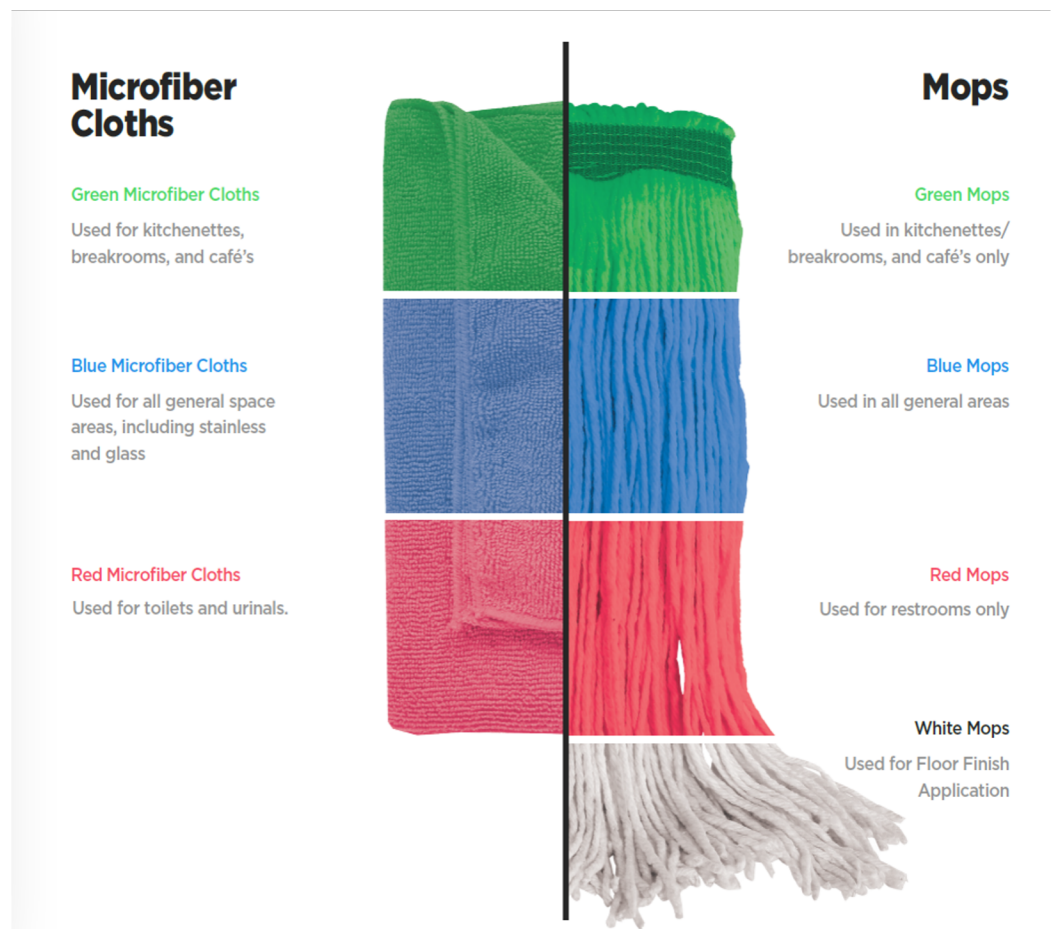
To continue to deliver best in class service by streamlining our cleaning process, we implement a Color-Coded Equipment Program.

Benefits to the Program

Verde's goal is to mitigate the spread of germs and bacteria and increase hygiene at our clients facilities.

The absence of a color-coded system increases the probability of cross contamination resulting in a hazardous work environment. Eliminating the spread of germs and bacteria from cross-contamination results in less absenteeism and higher productivity.

The Color-Coded Equipment Program reduces the risk of Pandemic Outbreak at a facility by reducing the spread of germs and bacteria throughout the facility



Qualifications

Making a First Impression

Verde associates are an extension of our clients operations. To maintain a professional appearance, they are expected to always adhere to our uniform standards.



HAIR

Hair must remain well groomed. Should not pose a potential safety hazard.

MAKEUP & SCENTS

Must be workplace appropriate and not excessive. Use discretion as some scents are an irritant and can be offensive.

SHIRTS & JACKETS

Company issued shirt must be tucked in. Long sleeves can be worn under uniform shirt when additional warmth is necessary. Jackets must be presentable and non-offensive.

BELT

Plain black belt with no studs, phrases, or additional markings.

PANTS

Khaki or black pants (depends on site). Pants should be presentable, free from holes and must fit securely.

SHOES

Black non-slip shoes only. Professional and completely enclosed. No sandals, clogs, or high-heeled shoes. Manager will inform employee if safety shoes are required.

Qualifications

Minority Business Enterprise

Verde is a Minority Business Enterprise certified by the National Minority Supplier Development Council (NMSDC) as a Minority Business Enterprise (MBE). Verde has demonstrated a proven capability to provide services on a regional and national basis.

100%

Of spends with Verde can be credited towards your Diversity Goals



Qualifications

Sustainability Excellence

Verde Management is an environmental proponent within the facilities maintenance industry.

With a focus on promoting sustainable practices, increasing its customers' diversion rates, and developing innovative programs to reduce our impact on the environment, Verde has achieved many successes through its recycling and diversion efforts.

Verde's Sustainability team, helps our clients meet their environmental goals. Our team is composed of Certified Sustainable Resource Management Professionals who understand the requirements of sustainability rating systems and develop programs to support our clients in achieving or maintaining certification while upholding sustainability values and policies.

Environmental Stewardship

As a forward-thinking partner, Verde proactively finds more sustainable ways to do business.

- Sustainable Sourcing
- Sustainable Operations
- Sustainable Solutions

Our team of accredited professionals customize our clients' programs to meet their specific environmental goals.



100%

Of our process are compliant with LEED Standards

90%

Average on green certified cleaning products used to clean facilities

98%

Of our cleaning equipment is green

Qualifications

INNOVATION: Robotics

Striving for innovation - Robots in the janitorial workforce help increase productivity by offloading routine and repetitive cleaning tasks to free up cleaning staff focus on higher value, more detailed tasks.

Brain Corp's EMMA

Deliver higher quality, more efficient cleans

- Increase cleaning consistency and frequency
- Standardize cleaning routes across teams

Expand services scope and capability

- Increase staff efficiency and productivity
- Offload routine cleaning routes
- Use data to improve speed and performance

Reduce the impact of absenteeism and turnover

- Reduce repetitive and injury-inducing activities
- Never skip vacuuming, regardless of callouts
- Implementation: Timeline can vary based on customer approval process, site survey/qualification and deployment.



Softbank Whiz Robotic Vacuums

Verde has introduced the Softbank Whiz Robotic Vacuums at some of our largest client's facilities. The implementation of the Softbank Whiz Robotic Vacuums will drive efficiencies and team productivity.



- 2019 ISSA Innovation Award Winner
- Offers additional disinfecting and sanitizing services
- Provides "Proof of Clean" and "Proof of Performance" data



We are excited to research and implement innovative equipment to help us continually deliver service excellence to Altadena Library.

Cost Section

Fee Schedule for Janitorial Services

a. Hourly Rates

Positions	Hourly Rate					
	1x Per Week	2x Per Week	3x Per Week	4x Per Week	5x Per Week	6x Per Week
Day Porter	\$ 34.61	\$ 31.98	\$ 31.11	\$ 30.67	\$ 30.40	\$ 30.23
Night Cleaner	\$ 34.61	\$ 31.98	\$ 31.11	\$ 30.67	\$ 30.40	\$ 30.23

b. Monthly Fixed Fee

Position	Service Weekly Frequency	Hours per Week	Monthly Fixed Price
Day Porter	5x Week	30	\$ 8,669.00
Night Cleaner	6x Week	36	

c. Additional Rates for Above Scope Service

<u>Description of Additional Janitorial Services To Be Provided By Contractor Upon Request</u>		
1	<u>\$0.25</u>	per square foot for sealing or waxing non-carpeted surfaces.
3	<u>\$37/hr</u>	per hour for emergency labor (i.e. weather emergencies, water damage, blood spills)
5	<u>\$15/panel</u>	per panel for window cleaning all windows, which are only on the first floor (both exterior and interior).
6	<u>\$0.30</u>	per square foot for stripping wax and waxing floors.
7	<u>\$0.25</u>	per square foot for scrubbing and re-coating uncarpeted floors.
8	<u>\$0.17</u>	per square foot for carpet extraction

Cost Section

This proposal submitted by : Verde Facilities Services LLC

Address: 2323 Mescal St. #205, Phoenix, AZ 85205

Telephone: 602-481-8942

Business License Number: 23148170

Contact Name: Areli Barlow

Authorized Signature:

Exceptions to the RFP and Conditions

See Attachment B



**BOARD OF LIBRARY TRUSTEES
AGENDA ITEM VIII.D. REPORT FOR SEPTEMBER 2021**

REPORT: Agenda Item VIII.d.

MEETING DATE: September 27, 2021

PREPARED BY: Nikki Winslow

LOCATION: Virtual Meeting

TITLE: Review of CalPERS 2022 Monthly Premiums for Contracting Agencies Los Angeles Area Region, effective January 1, 2022 through December 31, 2022.

BACKGROUND:

Beginning September 20 through October 15, 2021, Altadena Library Employees will have the opportunity to change Health Plans during Open Enrollment. This year there are two health plans that fall below the district contribution of \$600 per employee, resulting in a small savings for the District.

Attached is the CalPERS 2022 Monthly Premiums for Contracting Agencies Los Angeles Area Region rates for Actives and Annuitants. Below is a chart indicating the percentage increase in premiums from 2021 to 2022.

Basic Plans	% Premium Change
Anthem HMO Select	+5.94%
Anthem HMO Traditional	-1.82%
Blue Shield Access+ HMO and EPO	-4.13%
Blue Shield Trio	+2.79%
Health Net Salud y Más	+14.47%
Health Net SmartCare	+8.95%
Kaiser Permanente	+5.65%
PERS Gold PPO (from PERS Select)	+23.32%
PERS Platinum PPO (from PERS Choice)	+11.49%
PERS Platinum PPO (from PERSCare)	-14.85%
Sharp	+10.59%
United Healthcare Alliance	+8.26%
United Healthcare Harmony*	N/A
Western Health Advantage	-2.08%
Total Basic Weighted Average Change	+5.65%

FISCAL IMPACT:

District contribution towards employee premiums has been increased to \$600 a month for current employees. Retired staff will continue to get up to \$500 a month towards their monthly premiums. Additional increase in premium will fall on Altadena Library District employees. The District does not reimburse staff if the cost of their Health Plan is below the \$600 contribution.

RECOMMENDATION:

Staff recommends that the Board review and file the attached "CalPERS 2022 Monthly Premiums for Contracting Agencies Los Angeles Area Region rates for Actives and Annuitants".

Employee Contributions	Employee Cost MONTHLY	Employee Cost BI-WEEKLY
ANTHEM BLUE CROSS TRADITIONAL HMO		
Employee Only	\$335.57	\$154.88
Employee + 1 dependent	\$1,271.14	\$586.68
Employee + 2 or more dependents	\$1,832.48	\$845.76
ANTHEM BLUE CROSS SELECT HMO		
Employee Only	\$76.48	\$35.30
Employee + 1 dependent	\$752.96	\$347.52
Employee + 2 or more dependents	\$1,158.85	\$534.85
BLUE SHIELD ACCESS+ HMO		
Employee Only	\$179.87	\$83.02
Employee + 1 dependent	\$959.74	\$442.96
Employee + 2 or more dependents	\$1,427.66	\$658.92
BLUE SHIELD TRIO HMO		
Employee Only	\$68.13	\$31.44
Employee + 1 dependent	\$736.26	\$339.81
Employee + 2 or more dependents	\$1,137.14	\$524.83
HEALTH NET SMARTCARE HMO		
Employee Only	\$164.96	\$76.14
Employee + 1 dependent	\$929.92	\$429.19
Employee + 2 or more dependents	\$1,388.90	\$641.03
HEALTH NET SALUD Y MAS HMO		
Employee Only	\$0.00	\$0.00
Employee + 1 dependent	\$327.74	\$151.26
Employee + 2 or more dependents	\$606.06	\$279.72
KAISER PERMANENTE HMO		
Employee Only	\$119.78	\$55.28
Employee + 1 dependent	\$839.56	\$387.49
Employee + 2 or more dependents	\$1,271.43	\$586.81
UNITED HEALTHCARE SIGNATUREVALUE ALLIANCE HMO		
Employee Only	\$171.85	\$79.32
Employee + 1 dependent	\$943.70	\$435.55
Employee + 2 or more dependents	\$1,406.81	\$649.30
PERS PLATINUM PPO		
Employee Only	\$263.37	\$121.56
Employee + 1 dependent	\$1,126.74	\$520.03
Employee + 2 or more dependents	\$1,644.76	\$759.12
PERS GOLD PPO		
Employee Only	\$0.00	\$0.00
Employee + 1 dependent	\$551.12	\$254.36
Employee + 2 or more dependents	\$896.46	\$413.75
DELTA DENTAL PPO PLAN		
Employee Only	\$0.00	\$0.00
Employee + 1 dependent	\$48.98	\$22.61
Employee + 2 or more dependents	\$103.49	\$47.76
VSP VISION PLAN		
Employee Only	\$0.00	\$0.00
Employee + dependent(s)	\$18.80	\$8.68



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

REPORT: Agenda Item VIII.e.

MEETING DATE: September 27, 2021

PREPARED BY: Nikki Winslow

LOCATION: Virtual Meeting

TITLE: Review and Approval of Resolution 2021-05 to Make Findings Relating to a Declared State of Emergency and Authorize Remote Teleconference Meetings of the Legislative Bodies of the Altadena Library District for the Period of September 27 – October 27, 2021

BACKGROUND:

Governor Newsom passed the [State of California Executive Order N-29-20](#) on March 17, 2020 that has allowed governing boards to conduct meetings utilizing teleconference and electronic means due to the COVID-19 global pandemic. This order remained in effect throughout the last year and a half and is set to expire on September 30, 2021.

The California State Assembly passed [AB 361](#) and Governor Newsom approved it on September 16, 2021. This bill extends the flexibilities provided in the Governor's prior executive order to local and state bodies to hold public meetings electronically beyond the executive order's September 30, 2021 expiration date. The only significant change to this bill, as compared to the previous executive order, is that governing bodies cannot enforce public comment be submitted ahead of the meeting, and must allow for live public comment even in a virtual setting. Since starting our virtual open meetings in April 2020, we have always had an option for members of the public to call in during the meeting and give live public comment so are in compliance with AB 361.

AB 361 also does not expire until January 1, 2024, and is able to be utilized when there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing. The bill requires a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

We have drafted Resolution 2021-05 that authorizes the ALD Board of Trustees to continue conducting their meetings virtually as long as there is a continued state of emergency. This resolution will need to be voted on at each regular Board meeting to extend this virtual option for all open meetings.

For more background and information, CSDA has released a [AB 361 Implementation Guide](#).

FISCAL IMPACT:

None

RECOMMENDATION:

Staff recommends that the Board review and approve Resolution 2021-05 that authorizes the Board to continue meeting virtually for the next 30 days.

RESOLUTION NO. 2021-05

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALTADENA LIBRARY DISTRICT MAKING FINDINGS RELATING TO A DECLARED STATE OF EMERGENCY AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE ALTADENA LIBRARY DISTRICT FOR THE PERIOD OF SEPTEMBER 27 - OCTOBER 27, 2021 PURSUANT TO GOVERNMENT CODE SECTION 54953(E).

WHEREAS, the Altadena Library District is committed to preserving and nurturing public access and participation in meetings of the Board of Trustees; and

WHEREAS, all meetings of the Altadena Library District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, an ongoing state of emergency has been proclaimed due to the persistence of the COVID-19 pandemic; and

WHEREAS, California State health officials as well as those in Los Angeles County continue to characterize Los Angeles County as a region of high transmission, meaning that the risk to the health and safety of participants and attendees remains serious, and State and LA County health officials continue to recommend social distancing measures under certain circumstances to reduce the risk of transmission of COVID-19; and

WHEREAS, the Board of Trustees does hereby find that the COVID-19 pandemic has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and finds that there continues to be state of emergency declared by the Governor of the State of California, and desires to remain consistent with recommendations from State and LA County public health officials; and

WHEREAS, as a consequence of the local emergency, the Board of Trustees does hereby find that the legislative bodies of Altadena Library District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of

section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, members of the public are encouraged to watch a livestream of all public meetings via YouTube, and are invited to make public comment on any agendized or non-agendized topic via a variety of fashions, both written and oral, including live options as described in each publicly-posted agenda.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE ALTADENA LIBRARY DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Finding of Governor's Proclamation of a State of Emergency and Recommended Social Distancing Measures; Further Findings. The Board hereby finds that the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020, remains in effect, and that State and LA County health officials continue to recommend social distancing measures under certain circumstances. The Board further finds and determines that holding meetings in person at this time would pose an imminent risk to the health, safety, and well-being of participants by requiring participants to gather in an enclosed space where there is a risk of COVID-19 transmission.

Section 3. Remote Teleconference Meetings. The Directors, staff, and legislative bodies of the Altadena Library District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) October 27, 2021, or such time the Board of Trustees adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the Altadena Library District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Trustees of the Altadena Library District, this 27 day of September, 2021 by the following vote:

AYES:

NOES:

ABSENT: None

ABSTAIN: None