



AGENDA – SPECIAL MEETING

Board of Library Trustees | Altadena Library District
Virtual – Zoom – October 8, 2021 – 4:00 p.m.

IMPORTANT NOTICE REGARDING OCTOBER 8, 2021 SPECIAL BOARD 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 and Altadena Library District Board of Trustees' Resolution 2021-05. 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 October 8, 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 4:00 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. **Unfinished Business**

- a. Review and Approval of ALD's Project 3rd Ray My Libro App Collaboration and Resulting Expenditures **(Action)** [Pages 3-20](#)

IV. New Business

- a. Review and Approval Additional Funds for the Tier 3 Seismic Study **(Action)** [Pages 21-49](#)
- b. Review and Approval of Resolution 2021-06 Authorizing the Establishment of Authorized Signatures for Pacific Western Bank **(Action)** [Pages 50-54](#)

V. Adjournment



**BOARD OF LIBRARY TRUSTEES
AGENDA ITEM III.A. REPORT FOR OCTOBER 2021**

REPORT: Agenda Item III.a.

MEETING DATE: October 8, 2021

PREPARED BY: Christopher Kellermeyer

LOCATION: Virtual Meeting

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

BACKGROUND:

The Altadena Library District (ALD) has been collaborating with ConverSight.ai, +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.

At the September 27th Board Meeting, the Trustees had additional questions about the terms and conditions of the agreement we would be going into with the vendor. They asked that it be brought back to them for review using the District's standard Professional Services Agreement (PSA). Director Winslow and Christopher Kellermeyer used our PSA in coordination with ConverSight.ai, and then had it reviewed and approved by Rich Egger, our General Counsel.

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 for the following two years. 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, and then up to an additional \$15,000 for the following two years of service.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this XX day of October 2021, (the “Effective Date”) by and between the Altadena Library District, a California Public Utilities District (“District”), and ConverSight.ai (“Consultant”). District and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. District has determined that consultant services are required for MyLIBRO Patron App Development (the “Project”).

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

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

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

AGREEMENT

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

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

3. Compensation. District shall pay Consultant according to the fee schedule set forth in **Exhibit B** for a time and materials cost not to exceed \$25,000 through October 2022 as a flat fee, and not to exceed those amounts set forth on Exhibit C for the period of time from October 15, 2022 through October 14, 2024 as full remuneration for the performance of the Services described in **Exhibit A**.

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

5. Term. This Agreement shall become effective on the Effective Date and will continue in effect for three (3) years, unless terminated earlier as provided in Section 6 or 7 below (the “Term”).

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

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

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

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

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

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

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

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

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

A. Consultant will relinquish to District all original or derivative materials in all media created by Consultant pursuant to Consultant’s service to District and agrees that the fee paid includes the intellectual property and other rights to the materials as specified in this subsection. See Exhibit B for licensing & SaaS documentation.

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

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

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

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

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

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

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

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

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

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

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

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

A. **General Liability Insurance.** Consultant shall maintain occurrence version commercial general liability insurance or an equivalent form with a limit of not less than

One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) for each occurrence.

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

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

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

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

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

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

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

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

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

given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to District:

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

If to Consultant:

ConverSight.ai
1220 Waterway Blvd
Indianapolis, IN 46202
Attention: Mike Rosetti

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

22. Delays in Performance.

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

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

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

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

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

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

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

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

28. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:
ALTADENA LIBRARY DISTRICT

CONSULTANT:

By: Nikki Winslow, District Director

By: _____
Name: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Richard Egger, General Counsel

DRAFT

EXHIBIT A Services

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. **Months 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.

DRAFT

Exhibit B

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ConverSight.ai myLIBRO - SAAS SERVICES ORDER FORM

Customer: Altadena District Library	Contact:
Address:	Phone:
E-Mail:	
<p>Services: ConverSight.ai myLIBRO - Voice & Text based conversational solution to empower patrons and students to connect with library resources.</p> <p>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.</p> <ul style="list-style-type: none"><input checked="" type="checkbox"/> Contactless curbside pickup<ul style="list-style-type: none">○ Schedule Pickup○ Manage pickup queue○ Analyze performance <input checked="" type="checkbox"/> In-Library Scheduling Services<ul style="list-style-type: none">○ Schedule In-library services like Rooms, Computer, Printing and Passport Photos○ Manage In-library reservation queue○ Analyze performance <input checked="" type="checkbox"/> Integrate with ILS System and provide voice & text based interaction<ul style="list-style-type: none">○ 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 <input checked="" type="checkbox"/> Self-Checkout<ul style="list-style-type: none">○ Ability to scan items and add to cart○ Review, Remove and Checkout items from the cart <input checked="" type="checkbox"/> Search & Reserve events<ul style="list-style-type: none">○ Integrate with Events/Calendar System○ Search Events by date, subject, trainer○ Reserve and Cancel for events <input checked="" type="checkbox"/> Audiobook Integration<ul style="list-style-type: none">○ 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): \$ <u>\$10,000</u> <i>(Discounted from \$20,000 implementation fee)</i>				
Notes: <i>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</i>				

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

DocuSigned by:
 By: Mike Rossetti
EB13C6B85E4340A...
 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: _____

EXHIBIT C
Rates

Term of 10/15/21-10/14/22**

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

Term of 10/15/22-10/14/24 (Based on a three-year contract)**

Standard Pricing for Identified Scope of Work		Altadena Price
Annual Subscription (Insights) =	\$10,000	\$ 5,000
Annual Subscription (myLIBRO app) =	\$15,000	\$10,000
Year Two and Year Three Total =	\$25,000	\$15,000

Annual fees following year three will be negotiated with **ConverSight.ai** for subsequent years based on satisfactory usage of the application.

****Will be adjusted depending on date passed by the Board of Trustees and agreement is signed.**



**BOARD OF LIBRARY TRUSTEES
AGENDA ITEM IV.A. REPORT FOR OCTOBER 2021**

REPORT: Agenda Item IV.a.

MEETING DATE: October 8, 2021

PREPARED BY: Nikki Winslow

LOCATION: Virtual Meeting

TITLE: Review and Approval of Additional Funds for the Tier 3 Seismic Study

BACKGROUND

The Board of Trustees reviewed and approved the Request for Proposals to hire a firm to do a Tier 3 Seismic Study of the Main Library. They also authorized the District Director to hire a firm to do the work, with a not to exceed expenditure of \$40,000. Holmes Structures was selected to perform this study and began this work in September 2021.

The Facilities Committee, including our Capital Project Management firm Rachlin Partners, met with staff from Holmes Structures to review their preliminary findings on September 30, 2021. During the meeting there was discussion about expanding the study to include a Risk Category IV Evaluation. The cost of this additional work was included in their proposal (see page 25 of the proposal below) to fall between \$12,000-16,000.

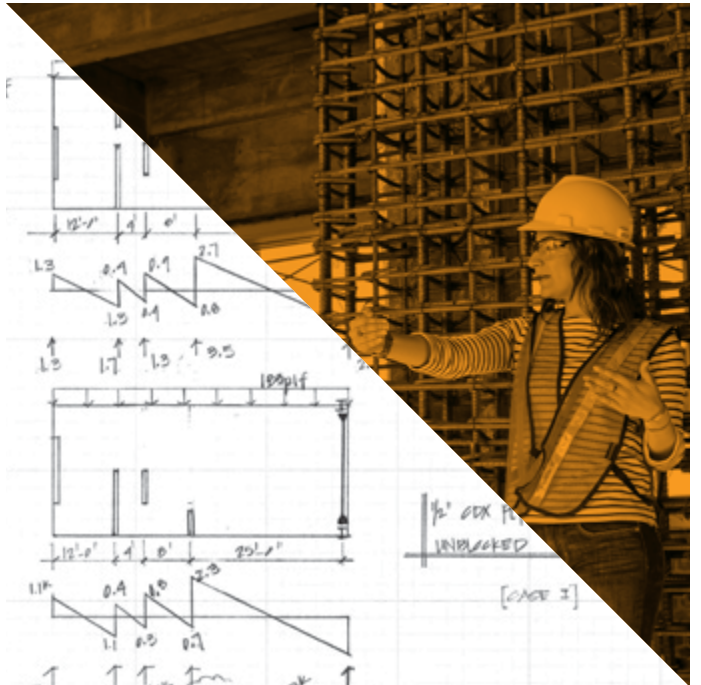
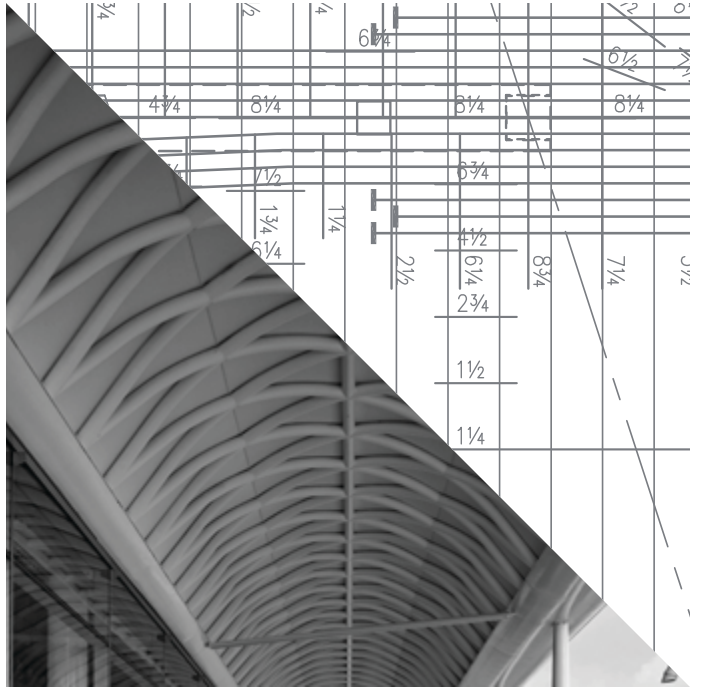
The current approved fee covers a seismic evaluation based on the Main Library being considered as a Risk Category II, which includes most building types. However, the Facilities Committee is interested in exploring ways in which the Main can serve the community in the event of an emergency. An expanded seismic evaluation including Risk Category IV will provide insight into the level of structural and non-structural upgrades necessary for the Main to be designated as an essential facility, with the capacity to serve the community following a major seismic event. With this information, the Facilities Committee will be able to perform a cost-benefit analysis and determine the extent of upgrades needed to achieve the ALD's goals.

FISCAL IMPACT

As part of the planning phase of the capital projects, a budget of \$175,000 has been estimated (representing 0.8% of the total potential budget) for all necessary initial reports and studies. This budget includes the Tier III Seismic Evaluation, as well as other studies, like the Hazardous Materials Consulting Services survey work and other potential studies and reports seeking to identify problems or needs, all of which will inform the larger scope of work. This budget also includes a contingency of \$75,000 to cover additional services such as this. As with the original fee amount, the additional services fee will be initially paid by the District and reimbursed from future bond sales.

RECOMMENDATION

The Ad-Hoc Facilities Committee recommends that the Board authorizes the District Director to expand the Tier 3 Seismic Study with Holmes Structures to include a Risk Category IV evaluation, not to exceed \$16,000.



Altadena Main Library

Tier 3 Seismic Evaluation Services

600 E. Mariposa Street
Altadena, California

Proposal for Structural Engineering Services

23 July, 2021
21362.10



July 23, 2021

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

RE: Altadena Main Library, Tier 3 Seismic Evaluation Services

Dear Ms. Pearson,

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

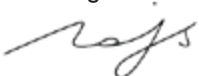
Holmes is an industry leader in the seismic evaluation and retrofit of existing structures. Approximately half our work involves existing building evaluations and renovations. In addition, we are actively involved in the development of standards and guidelines for the evaluation and retrofit of existing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

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

- Amend Section 13.B. – “All work or products completed by Consultant shall be completed using ~~the best practices available for the profession and shall be free from any defects~~ appropriate standard practices.”
- Holmes requests that a limit of liability, proposed at five times the agreed fee, be incorporated into the terms of the contract.

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

Sincerely,



Nina Mahjoub
PRINCIPAL

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



Table of Contents

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

01 Experience



1.0 Experience

FIRM NAME

Holmes

MANAGING PRINCIPAL

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

ADDRESS

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

SEISMIC EVALUATION BACKGROUND

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

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

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

FIRM SIZE

78

REGISTRATION STATUS

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

PROFESSIONAL AND CIVIC INVOLVEMENT

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

LITIGATION

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

References



RICHARD YEN

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

Reference Project: Confidential Utility Portfolio

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

Project Dates: 2018 - Present



ROB WALLACE

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

Reference Project: The Presidio, Buildings 101, 103

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

Project Dates: 2008 - 2010



STEVE SIMONSON

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

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

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

Project Dates: 11/2019 - 1/2020



MELISSA ANGELES

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

Reference Project: Goleta Community Center

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

Project Dates: 4/2019 - 9/2019



MICHAEL SIMMONS

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

Reference Project: Midtown Park Apartments

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

Project Dates: 1/2019 - 9/2020

Licenses

Business License

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

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

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



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

ISSUED BY:
Clavi Bartels
DIRECTOR OF FINANCE

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

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

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

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

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



BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

LICENSING DETAILS FOR: 78947

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

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

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS

THE GREAT SEAL OF THE STATE OF CALIFORNIA

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

Dion James Marriott

IS DULY CERTIFIED AS A

Structural Engineer

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

WITNESS OUR HAND AND SEAL

Certificate No. **S 6749**

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

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS


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

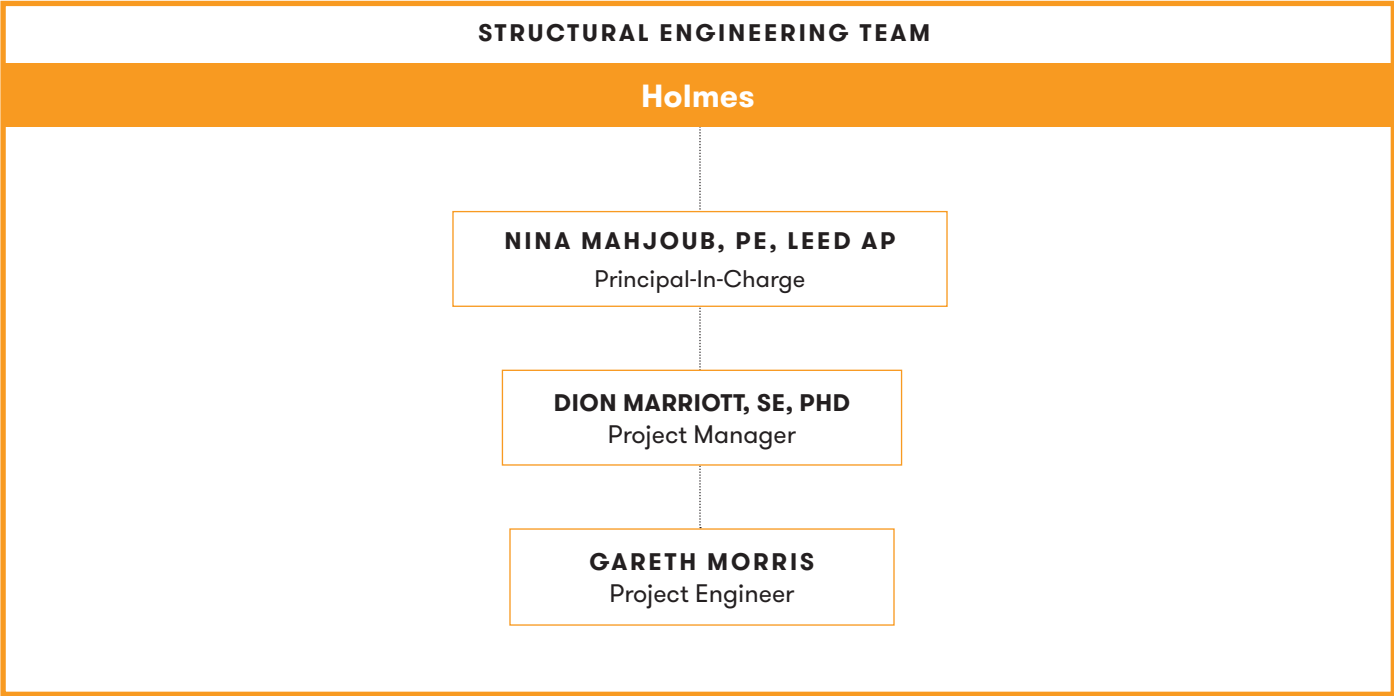
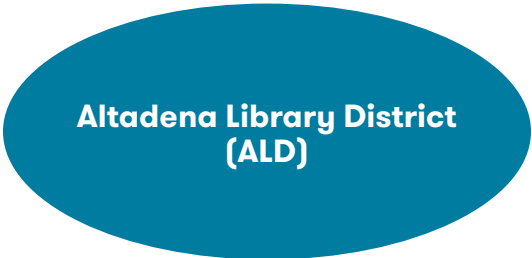

Mohammad Qureshi, P.E. – Board President

DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

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

02 Personnel





ROLES AND RESPONSIBILITIES



Nina Mahjoub, PE, LEED AP // Principal

Role on Project: Principal-in-Charge

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



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

Role on Project: Project Manager

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



Gareth Morris // Project Engineer

Role on Project: Project Engineer

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

Nina Mahjoub, PE, LEED AP

Principal

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



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

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

EDUCATION:

Master of Engineering, High Performance Structures Massachusetts Institute of Technology

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

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

LICENSES:

Registered Civil Engineer, State of California License No. C78947

U.S. Green Building Council, LEED AP

PROFESSIONAL AFFILIATIONS:

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

USGBC, Los Angeles Chapter

The Association for Preservation Technology International

California Preservation Foundation

CREW-LA

UCLA Alumni Southern California

MIT Club of Southern California

Altadena Main Library // Altadena, CA

22,000 SF, Seismic Evaluation, Civic

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

Westside Neighborhood School // Los Angeles, CA

22,000 SF, Seismic Retrofit, Education and Recreation

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

Brentwood Public Library // Brentwood, CA

22,500 SF, New Construction, Education/Community

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

The MacArthur // Los Angeles, CA

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

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

UCLA Nimoy Theater // Los Angeles, CA

7,500 SF, Renovation, Education

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

Goleta Community Center // Goleta, CA

22,000 SF, Seismic Retrofit, Education, Civic

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



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

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

LICENSES

Registered Civil Engineer,
State of California License No. C85079

Chartered Professional Engineer
(CPEng. 1006056)

International Professional Engineer
(IntPE(NZ))

EDUCATION

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

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

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of
California (SEAOSC)

SEAOSC Existing Building Committee
(Voting Member)

SEAOC Resilient Design Committee
(Participating Member)

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

SEAOSC Existing Building Committee
Nonductile Concrete Building Design Guide

SEAOSC Strengthening Our Cities Summit
Organization Committee

Wilshire Ocean Terrace // Los Angeles, CA

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

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

Wilshire Royale // Los Angeles, CA

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

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

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

11,000 SF, Seismic Retrofit, Education

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

AltaSea // Port of Los Angeles, CA

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

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

1305 Second Street // Santa Monica, CA

25,000 SF, Seismic Retrofit, Commercial

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

419 S. Spring Street // Los Angeles, CA

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

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

MacArthur Hotel // Los Angeles, CA

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

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



Gareth Morris

Project Engineer

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



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

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

EDUCATION

Master of Earthquake Engineering
University of Canterbury

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

PROFESSIONAL AFFILIATIONS

Industry Affiliate, QuakeCoRE Ground
Motion Simulation

Member, Engineering New Zealand (ENZ)

Member, Structural Engineering Society of
New Zealand (SESOC)

Member, New Zealand Society for
Earthquake Engineering (NZSEE)

Former Christchurch Regional Chair of
NZSEE

SCE Alhambra // Los Angeles, CA

80,000 SF, Seismic Evaluation, Retrofit, Utility

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

El Bethel Arms // San Francisco, CA

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

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

180 Montgomery // San Francisco, CA

345,000 SF, Seismic Evaluation, Retrofit, Commercial

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

Wilshire Ocean Terrace // Los Angeles, CA

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

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

Goleta Community Center // Goleta, CA

22,000 SF, Seismic Retrofit, Education, Civic

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

03 Qualifications

Project Understanding

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

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

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

POTENTIAL AREAS TO ADD VALUE

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

SCOPE OF SERVICES

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

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

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

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

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

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

ASSUMPTIONS AND EXCLUSIONS

This proposal has the following assumptions and exclusions:

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

Past Relevant Projects



Preliminary Read Of a Community Treasure

Altadena Main Library

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

Location: Altadena, CA

Size: 22,000 SF

Completion: 2020

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

Architect:

Architectural Resources Group



Ensuring Safety of Services

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

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

Confidential Utility Portfolio

Location: Southern California

Number of Buildings: 20+

Evaluation Approach:
ASCE 41 Tier 1 and 2

Collaborators:
Richard Yen + Associates
Cumming



Wilshire Ocean Terrace

A Preliminary Seismic Prognosis

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

Location: Santa Monica, CA

Size: 110,000 SF

Completion: 2019

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

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



At the Cross Section of Community

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

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

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

Public Library

Location: Brentwood, CA

Size: 22,500 SF

Cost: \$11M

Completion: 2018

Panel Installation: Seven days

Architects: FOG Studio
Mark Davis Design

Contractor:
Lathrop Construction

Mass Timber Supplier:
Structurlam



Goleta Community Center

Revitalizing a Historic Community Resource

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

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

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

Location: Goleta, CA

Size: 22,000 SF

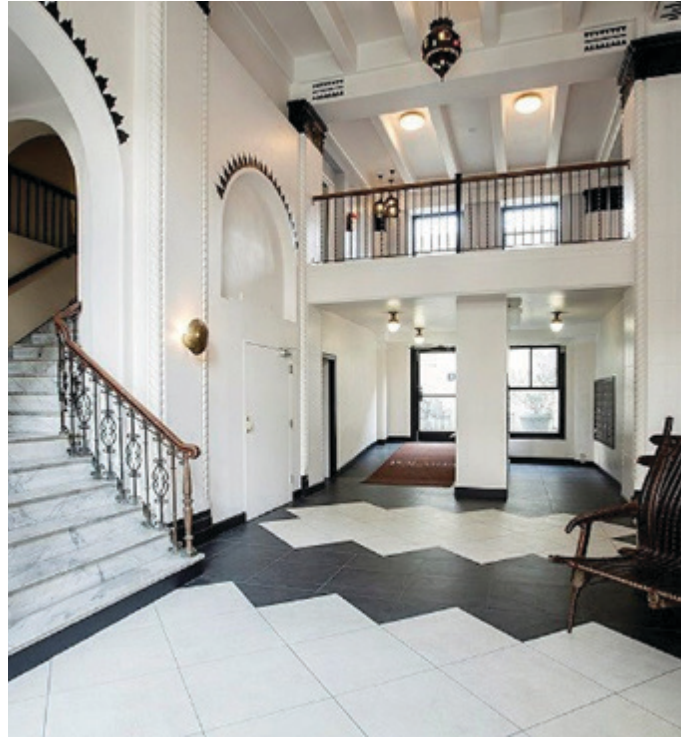
Cost: \$95,000

Completion: 2019

Architect: Page & Turnbull

Cost Estimation: Cumming

Owner: City of Goleta



Assessing Beaux Arts Apartments on Wilshire

Wilshire Royale

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

Location: Los Angeles, CA

Size: 154,000 SF

Completion:

Seismic Evaluation - 2019

Seismic Analysis - 2019

Owners:

M West Holdings

Polaris Property Management

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

04 Cost

**SECTION VI
COST SHEET**

6.0 INTRODUCTION

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

6.1 COST FOR SCOPE OF WORK, SECTION III

a. Fee for Tier 3 Seismic Evaluation Services:

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

b. Reimbursable Costs:

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

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

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

This proposal submitted by: Holmes Structures
Company Name


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

Telephone Number: (213) 481-5630

Fax Number: (213) 481-5630

Business License Number: 0002840903-0001-4

Contact Name: Nina Mahjoub

Authorized Signature: 

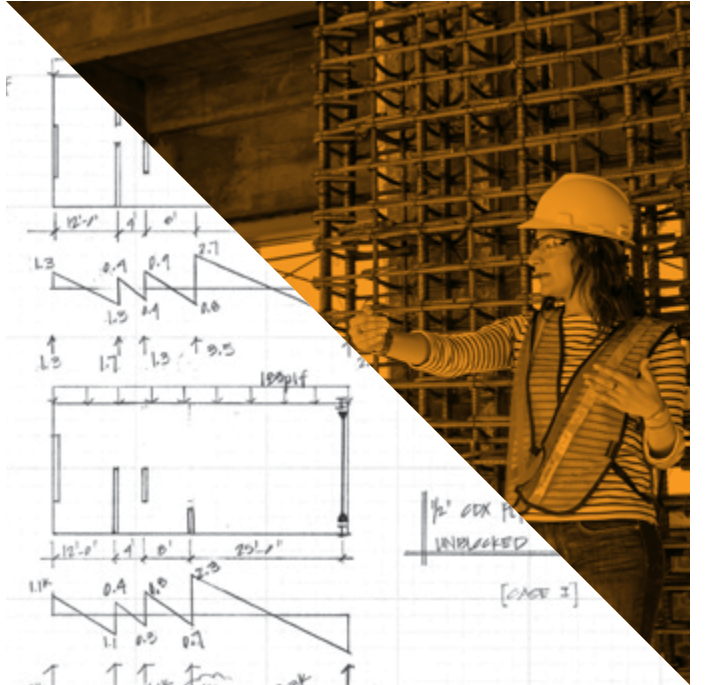
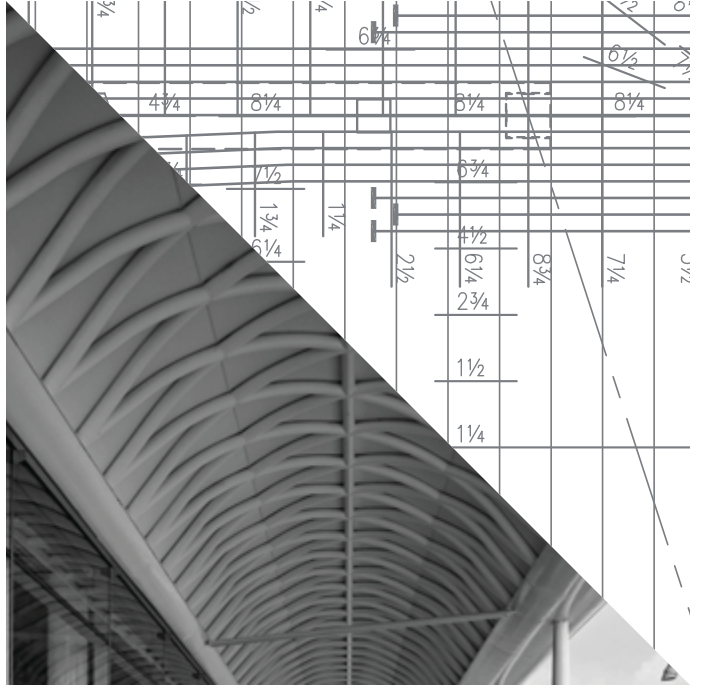


Project : Altadena Library Tier 3
 Project No: 21362.10
 By : JR
 Date : 07/30/21

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

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

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





**BOARD OF LIBRARY TRUSTEES
AGENDA ITEM IV.B REPORT FOR OCTOBER 2021**

REPORT: Agenda Item IV.b.

MEETING DATE: October 8, 2021

PREPARED BY: Nikki Winslow

LOCATION: Virtual Meeting

TITLE: Report for Resolution 2021-06 Authorizing the Establishment of Authorized Signatures for Pacific Western Bank

BACKGROUND:

ALD's bank, Pacific Western Bank, requires a resolution from the governing body of the Altadena Library District listing authorized signers on all bank accounts and safe deposit boxes whenever a change occurs. In the last year, ALD has hired new personnel and has acquired new membership to the Board of Trustees.

To ensure the District's fiscal operations continue without delays, the Pacific Western Bank requires the Board Secretary to sign their Resolution by Legal Entity Customer (Exhibit A).

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the Board of Trustees review and approve Resolution 2021-06 Establishing Authorized Signatures.

RESOLUTION NO. 2021-06

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALTADENA LIBRARY DISTRICT ESTABLISHING AUTHORIZED SIGNATURES.

WHEREAS, the Pacific Western Bank requires a resolution from the governing body of the Altadena Library District listing authorized signers on all bank accounts and safe deposit boxes whenever a change occurs, and

WHEREAS, the Altadena Library District has hired new personnel whose essential job functions require they be authorized to represent and sign on behalf of the Altadena Library District, and

WHEREAS, the Altadena Library District Board of Trustees has acquired new membership and requires changing authorized signers to reflect current Board of Trustees composition, and

WHEREAS, the changes will supersede Pacific Western Bank’s Certified Corporate Resolution approved by the Altadena Library District Board of Trustees at their regular meeting on October 28, 2019.

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. Establishment of Authorized Signatures. The Pacific Western Bank is authorized to pay out funds from the following accounts with any two (2) signatures of the individuals whose names and titles are listed below on behalf of the Altadena Library District:

	<u>Account Type</u>	<u>Account Number</u>
1.	Business Checking	On file
2.	Business Savings	On file

	<u>Authorized Representatives</u>	<u>Title</u>
1.	Nikki Winslow	District Director
2.	Anthony Rainey	Administrative Services Manager

	<u>Authorized Signers</u>	<u>Title</u>
1.	Nikki Winslow	District Director
2.	Anthony Rainey	Administrative Services Manager
3.	Katie Clark	Trustee
4.	Terry Andruess	Trustee

Section 3. Completion and Signing of Pacific Western Bank's Resolution by Legal Entity Customer. The Altadena Library District Director and Board Secretary are authorized to complete, sign, and submit Exhibit A - Pacific Western Bank's Resolution by Legal Entity Customer on the Altadena Library District's behalf.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the Board of Trustees adopts a resolution superseding or amending this resolution.

PASSED AND ADOPTED by the Board of Trustees of the Altadena Library District, this 8th day of October 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Jason Capell, Board Secretary

Katie Clark, Board President

APPROVED AS TO FORM:

Richard Egger, General Counsel

EXHIBIT A

PACIFIC WESTERN BANK'S RESOLUTION BY LEGAL ENTITY

(ATTACHED)



Resolution by Legal Entity Customer

Altadena Library District

95-6005335

Entity Name ("Customer")

Taxpayer Identification Number

Entity Type: Corporation Limited Liability Company (LLC) Partnership Unincorporated Association

I/We, the undersigned do hereby certify to Pacific Western Bank ("Bank") that I am/we are (select only one):

- The duly elected and qualified Corporate Secretary
- All of the LLC's Managing Manager(s)/Managing Member(s)
- All of the General Partners of the Partnership
- The duly elected and qualified Unincorporated Association Officers

And that the following resolutions were, or hereby are, duly adopted in accordance with the procedures set forth in the governing instruments of Customer or a special meeting of Customer and that said resolutions have not been amended, rescinded or revoked, and are in no way in conflict with any of the provisions of the governing instruments of Customer.

RESOLVED, that the following constitute the Authorized Corporate Officers, LLC Managers or Managing Members, Authorized Partners or Unincorporated Association Officers (each individually, a "Company Designated Officer" and collectively the "Company Designated Officers") of Customer:

<u>Terry Andrues</u> Printed Name	<u>Trustee</u> Title
<u>Katie Clark</u> Printed Name	<u>Trustee-Board President</u> Title
<u>Nicole Jean Winslow</u> Printed Name	<u>District Director</u> Title
<u>Anthony Harold Rainey</u> Printed Name	<u>Administrative Services Manager</u> Title
<u>XX</u> Printed Name	<u>XX</u> Title
<u>XX</u> Printed Name	<u>XX</u> Title

And, that any one of the above are hereby authorized and empowered on behalf of Customer to (i) execute any Master Account Agreement(s), and execute all other cash management agreements and other account related agreements (collectively "Customer Agreements"); (ii) acknowledge and agree to the terms set forth in Bank's Deposit Account Agreement and Disclosure and Customer Agreements, and (iii) perform the functions of an authorized account signer set forth in the Bank's Deposit Account Agreement and Disclosure.

FURTHER RESOLVED, that the authority conferred herein shall continue in full force and effect until written notice of modification or revocation is received and accepted by Bank. Bank may rely upon any form of written notice, which it in good faith believes to be genuine or what it purports to be.

FURTHER RESOLVED, that the following individuals be and are hereby authorized and empowered to certify (i) the foregoing Resolutions to the Bank, (ii) that the names appearing herein represent the Company Designated Officers who are hereby empowered to so act, and (iii) the specimen signatures of any of the Company Designated Officers.

For Corporations, the Corporate Secretary may certify alone. For LLCs, all LLC Managers or LLC Managing Members must sign below. For Partnerships, all General Partners must sign below. For Unincorporated Associations, at least two Authorized Officers must sign below.

<u>X</u> Signature	<u>Jason Capell</u> Printed Name	<u>Secretary</u> Title	<u></u> Date
<u>X</u> Signature	<u></u> Printed Name	<u></u> Title	<u></u> Date
<u>X</u> Signature	<u></u> Printed Name	<u></u> Title	<u></u> Date
<u>X</u> Signature	<u></u> Printed Name	<u></u> Title	<u></u> Date
<u>X</u> Signature	<u></u> Printed Name	<u></u> Title	<u></u> Date
<u>X</u> Signature	<u></u> Printed Name	<u></u> Title	<u></u> Date

INTERNAL USE ONLY – Supersedes

Supersedes Resolution Dated: 11/05/2019 Effective Date: Superseded by Resolution Dated: