



## AGENDA

Board of Library Trustees | Altadena Library District  
Virtual – Zoom – February 28, 2022 – 5:00 p.m.

### IMPORTANT NOTICE REGARDING FEBRUARY 28, 2022 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 February 28, 2022 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](mailto:hello@altadenalibrary.org) with the subject line: "Public Comment". Electronic Comments may also be submitted online at [www.altadenalibrary.org/publiccomment](http://www.altadenalibrary.org/publiccomment). If you wish to make your public comment during the live meeting, please state so in your email or select "Yes – I want to provide this comment in real-time and need the Zoom link" in the online form.

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

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

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

In compliance with the Americans with Disability Act, if you need special assistance to participate in the meeting, please contact Library Administration at (626) 798-0833 x118 at least 48 hours prior to the meeting so the Altadena Library District may make reasonable arrangements to ensure accessibility to the meeting.

#### I. Call to order

#### II. Open Session

- a. Roll Call
- b. Approval/Reordering of Agenda Items
- c. Adoption of Agenda
- d. Public Comment on Non-Agenda Items

#### III. Consent Calendar

*The Board of Library Trustees hereby approves the items and recommended actions*

*in the Consent Calendar listed below:*

- a. Approval of Minutes – Regular Meeting held January 24, 2022 [Pages 4-7](#)

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

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

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

- a. Special Presentation – The Next Chapter for Altadena Libraries (Building Projects) Update presented by Rachlin Partners and Anderson-Brulé Associates [Pages 8-15](#)
- b. Department Update Reports – January 2022 [Pages 16-23](#)

#### **VI. Reports (Informational)**

- a. Support Groups
  1. Altadena Library Foundation [Page 24](#)
  2. Friends of the Altadena Library [Page 25](#)
- b. District Director's Report [Pages 26-31](#)
- c. Financial Reports – December 2021 [Pages 32-39](#)
- d. Board of Trustees Standing Committee Reports
  1. Budget Committee [Page 40](#)
  2. CFD Committee [Pages 41-42](#)
- e. Board of Trustees Ad Hoc Committee Reports
  1. Facilities Committee [Pages 43-44](#)
  2. Redistricting Committee [Pages 45-46](#)
- f. Liaison Reports [Pages 47-50](#)
- g. Trustee Reports

#### **VII. Unfinished Business**

#### **VIII. New Business**

- a. Review and Approval of ALD's Unfunded Accrued Liability (UAL) Policy **(Action)** [Pages 51-83](#)
- b. Review and Approval of ALD's Fiscal Year 2021-2022 Mid-Year Budget Adjustments **(Action)** [Pages 84-90](#)
- c. Review and Approval of Resolution 2022-02 to Adopt an Official Altadena Library District Land Acknowledgement **(Action)** [Pages 91-94](#)
- d. Review and Approval of ALD's Request for Qualifications and Proposals for California Environmental Quality Act (CEQA) Services **(Action)** [Pages 95-123](#)
- e. Review and Approval of ALD's Request for Proposals for Copier Services **(Action)** [Pages 124-154](#)
- f. Review and Approval of ALD's Purchase of Library Vehicle for Mobile Library Services and Community Outreach **(Action)** [Page 155](#)
- g. Review and Presentation of ALD's 2020-2021 Annual Report **(Informational)** [Pages 156-167](#)
- h. Review and Approval of Resolution 2022-03 to Extend the Provisions of Resolution 2021-05 Authorizing Remote Teleconference Meetings of the Legislative Bodies of the Altadena Library District for the Period of March 1, 2022 – March 30, 2022 **(Action)** [Pages 168-172](#)

#### **IX. Governance**

- a. Board Communication Strategy [Pages 173-174](#)

#### **X. Announcements & Planning**

- a. Correspondence
- b. Proposed Future Agenda Items

#### **XI. Adjournment**

a. Adjourn Meeting



## MINUTES

Board of Library Trustees | Altadena Library District  
Virtual – Zoom – January 24, 2022 – 5:00 p.m.

### IMPORTANT NOTICE REGARDING JANUARY 24, 2022 MEETING

This meeting was conducted utilizing teleconference and electronic means consistent with the **State of California Executive Order N-29-20** dated March 17, 2020, regarding the COVID-19 pandemic 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>

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#### I. Call to order

The meeting was called to order by Trustee Rushmore Cervantes at 5:03 pm.

#### II. Open Session

##### a. Roll Call

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

##### b. Approval/Reordering of Agenda Items

No adjustments were made.

- c. Adoption of Agenda  
**Moved by Trustee Clark to adopt the Agenda.**  
**Seconded by Trustee Wilkerson.**  
**Roll Call Vote:**  
**Trustee Andruess: Aye**  
**Trustee Capell: Aye**  
**Trustee Clark: Aye**  
**Trustee Wilkerson: Aye**  
**Trustee Cervantes: Aye**  
**Motion passed**
- d. Public Comment on Non-Agenda Items  
 No public comment made.

**III. Consent Calendar**

- Moved by Trustee Andruess to adopt the Consent Calendar.**  
**Seconded by Trustee Clark. Trustee Cervantes opened the floor for discussion.**  
**No discussion followed.**  
**Roll Call Vote:**  
**Trustee Andruess: Aye**  
**Trustee Capell: Aye**  
**Trustee Clark: Aye**  
**Trustee Wilkerson: Aye**  
**Trustee Cervantes: Aye**  
**Motion passed.**

*The Board of Library Trustees hereby approves the items and recommended actions in the Consent Calendar listed below:*

- a. Approval of Minutes – Regular Meeting held December 20, 2021
- b. Approval of Minutes – Special Meeting held January 7, 2022

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

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

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

- a. Special Presentation – Altadena Library District Annual Financial Report for Fiscal Year 2020/21, conducted by Nigro & Nigro **(Action)**  
 District Director Nikki Winsolow introduced Paul Kaymark from Nigro & Nigro. Paul presented the Altadena Library District Annual Financial Report for Fiscal Year 2020/21. The Board discussed and asked questions.
- b. Department Update Reports – December 2021  
 Multiple Trustees provided kudos and comments of appreciation for Altadena Library staff's work.

**VI. Reports (Informational)**

- a. Support Groups
  - 1. Altadena Library Foundation  
 President Bridget Brewster provided report.
  - 2. Friends of the Altadena Library  
 President Sallie Cruise provided report.

- b. District Director's Report  
District Director Nikki Winslow provided report.
- c. Financial Reports – November 2021  
District Director Nikki Winslow provided report.
- d. Board of Trustees Standing Committee Reports
  - 1. Budget Committee  
Trustee Clark provided report.
  - 2. CFD Committee  
No report.
- e. Board of Trustees Ad Hoc Committee Reports
  - 1. Facilities Committee  
Trustee Capell provided report.
  - 2. Redistricting Committee  
Trustee Wilkerson and Trustee Clark provided report.
- f. Liaison Reports  
Trustee Andruess provided the Government Relations Liaison report.
- g. Trustee Reports  
No reports.

**VII. Unfinished Business**

**VIII. New Business**

- a. Review of ALD's 2021 Operational Plan **(Informational)**  
District Director Nikki Winslow introduced the agenda item. The Board discussed and asked questions. No action taken.
- b. Review and Approval of ALD's Updated Telework Policy **(Action)**  
District Director Nikki Winslow introduced the agenda item. The Board discussed and asked questions.  
**Moved by Trustee Capell to approve ALD's Updated Telework Policy. Seconded by Trustee Clark. Trustee Cervantes opened floor for discussion. No discussion followed.**  
**Roll Call Vote:**  
  - Trustee Andruess: Aye**
  - Trustee Capell: Aye**
  - Trustee Clark: Aye**
  - Trustee Wilkerson: Aye**
  - Trustee Cervantes: Aye****Motion passed**
- c. Review and Approval of Resolution 2022-01 to Extend the Provisions of Resolution 2021-05 Authorizing Remote Teleconference Meetings of the Legislative Bodies of the Altadena Library District for the Period of January 31, 2022 – February 28, 2022 **(Action)**  
Trustee Cervantes introduced the agenda item.  
**Moved by Trustee Andruess to approve Resolution 2022-01. Seconded by Trustee Wilkerson. Trustee Cervantes opened floor for discussion. No discussion followed.**

**Roll Call Vote:**  
**Trustee Andruess: Aye**  
**Trustee Capell: Aye**  
**Trustee Clark: Aye**  
**Trustee Wilkerson: Aye**  
**Trustee Cervantes: Aye**  
**Motion passed**

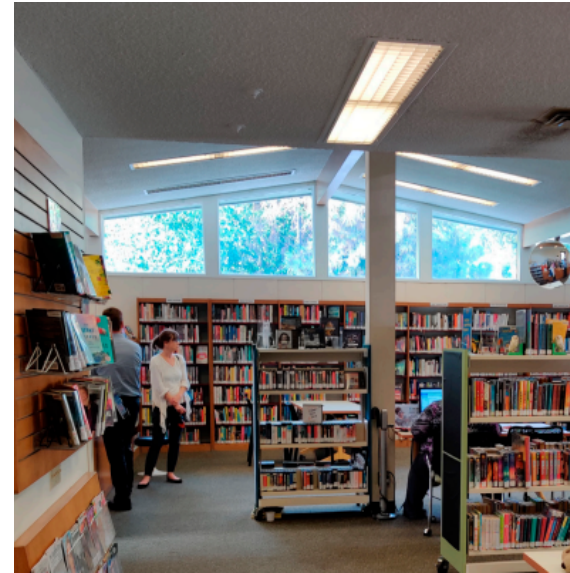
**IX. Governance**

**X. Announcements & Planning**

- a. Correspondence
- b. Proposed Future Agenda Items  
The Board requested to include in the next agenda a place to discuss follow-up and updates that came from the Board Retreat's discussions.

**XI. Adjournment**

- a. Adjourn Meeting  
Trustee Cervantes adjourned the meeting at 6:36 pm.



# Bob Lucas Memorial Library & Literacy Center Schematic Update

2/28/2022



What is the experience of the library today?

Claustrophobic

Does a lot in little space

Parking is wasteful

What Are Your Expectations?

Make main entry more prominent

Distinguish from homes - dramatic color and interesting outdoors that draw folks in

Reduce parking

What is the experience of the library in the future?

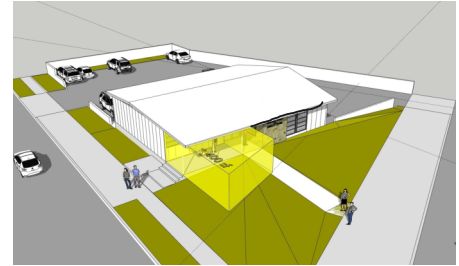
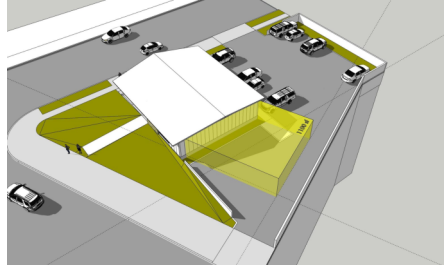
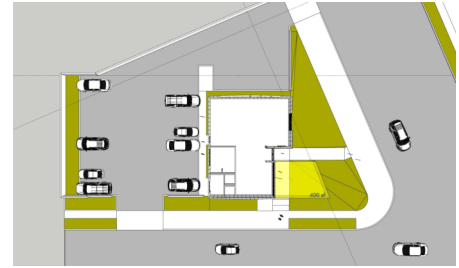
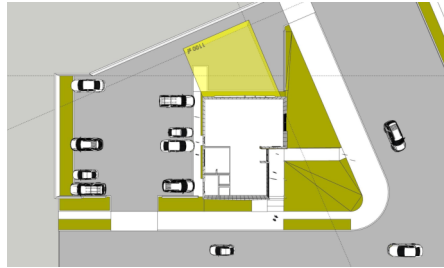
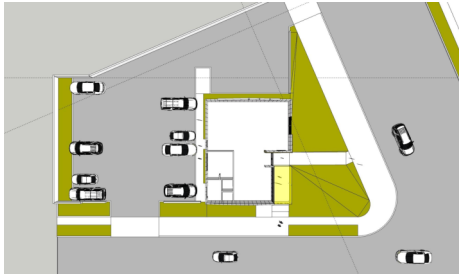
Reading room expanded outdoors - Get more regular programming with flex space that could be outdoors

Create intentional space for literacy programs

Would like to see interiors expanded to accommodate program.

Increase street visibility

# 01 What We Heard

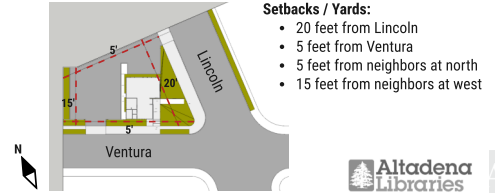


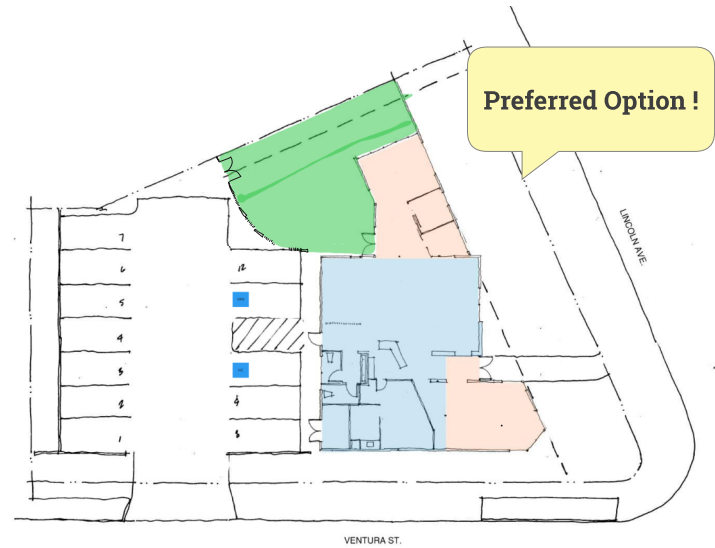
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# 02 Expansion Ideas





Option 1 - Always Right

Option 2 - Don't be a Square

**Occupant Count:**

50% area with stacks	12 occupants
50% of remainder area	24 occupants
<b>Total</b>	<b>36 occupants</b>

**Total Parking Spaces:**

- 1 space per 3 occupants per zoning code
- Total number of spaces = ~12

EXISTING  
 NEW

# 03 Expansion Options



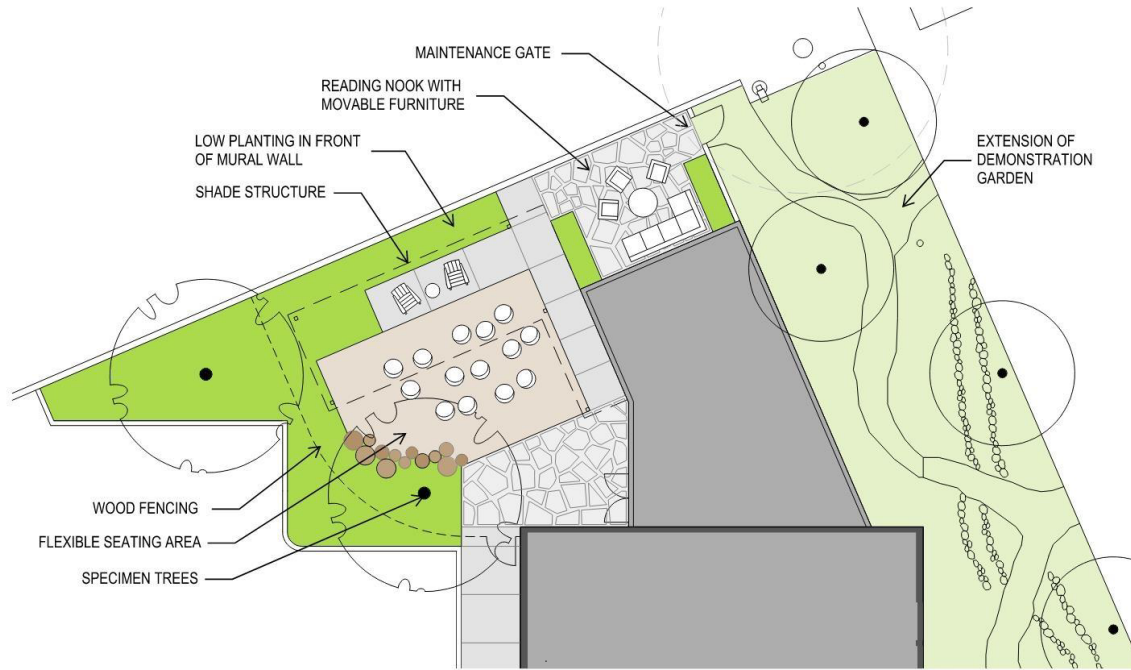
VENTURA ST.

LINCOLN AVE.

- EXISTING
- NEW



# 04 Don't be a Square - Space Layout



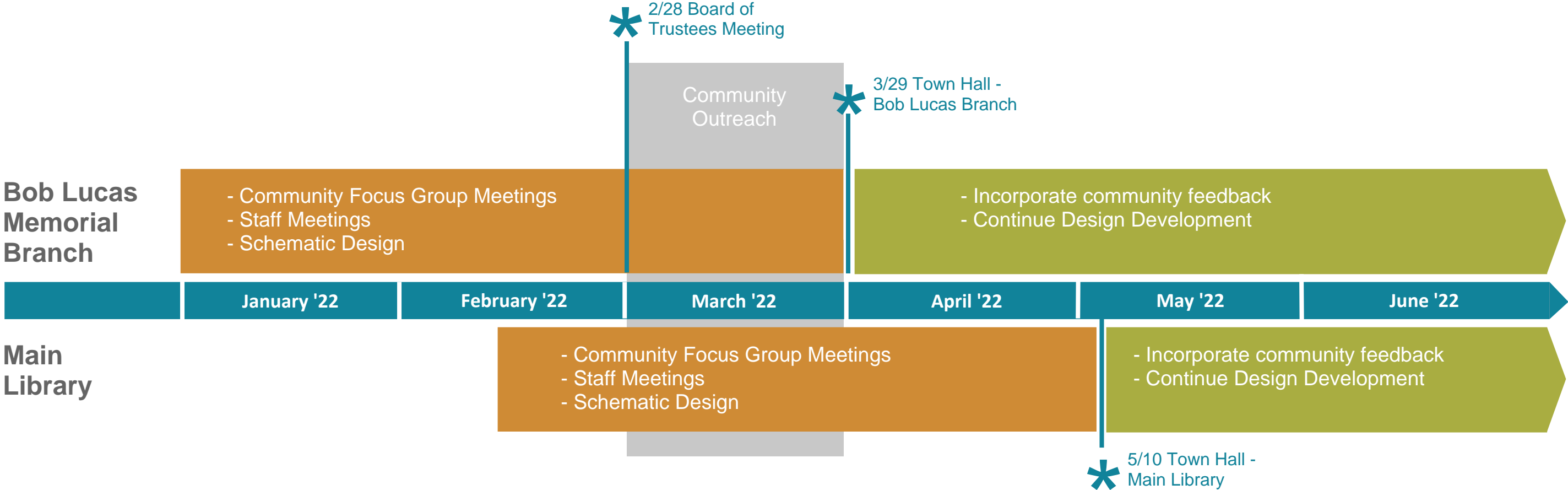
# 07 Site Concept - Reading Garden



## 05 Don't be a Square - Perspective Views

# Timeline Snapshot

## Schematic Design and Design Development





**BOARD OF LIBRARY TRUSTEES  
ADULT SERVICES REPORT FOR JANUARY 2022**

**DEPARTMENT:** Adult Services

**MEETING DATE:** February 28, 2022

**PREPARED BY:** Ashley Watts

**LOCATION:** Virtual Meeting

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### Curbside

- The AS and YFS team came back to start the New Year, ready for curbside in January.
- On Wednesday, Jan. 5th, we came back into the building, and we had 169 holds to pull, check in five days' worth of returned items, and pack up 30 curbside orders for the next day.
- Within those three weeks of being closed, we had 351 curbside orders.

### Homebound Services and Little Free Library

Thursday, January 13 – Homebound drop off on Bellaire Dr. Items that were due were picked up, as well.



Friday, January 21 (same address) – Dropped off the PIP request: [The 1619 Project : a new origin story](#) by [Hannah-Jones, Nikole](#); [Roper, Caitlin](#). [The New York Times Magazine](#)





Saturday, January 29 – Pick up of a very full curated box of Friends donations for patron’s Little Free Library.

Patron’s response:

“Another note of thanks! It is so much fun to bring the box home and look inside to see what you chose. Just like opening Christmas presents - such fun and joy. Thanks again and some are already on their way to readers' hands.

Love what you all do at the library.”

-Mary Lou Langedyke

## Recurring Programs

- No Guilt Book club met to discuss *The Kitchen Front* by Jennifer Ryan and *It's Not About the Gun: Lessons from my global career as a female FBI agent* by Stearman, Kathy.
- True Crime Book Club met to discuss *Hidden Valley Road: inside the mind of an American family* by Kolker, Robert.
- Most programming was canceled due to the Library’s closure and suspension of in-person programming



**BOARD OF LIBRARY TRUSTEES  
CHILDREN'S SERVICES REPORT FOR JANUARY 2022**

**DEPARTMENT:** Youth and Family Services

**MEETING DATE:** February 28, 2022

**PREPARED BY:** Mylinh Hamlington

**LOCATION:** Virtual Meeting

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**CHILDREN'S SERVICES - Yvette Casillas, YFS Librarian**

**General Updates**

- Youth and Family Services Manager, Mylinh Hamlington, celebrated her 2-year anniversary with Altadena Library District.
- Youth and Family Services Library Assistant, Fin Lee, celebrated their 6-month anniversary at ALD – their enthusiasm for programming makes them a great asset to our team.

**Programs and Services**

- Winter/Spring programming 2022 was put on hold due to a surge in Covid cases until January 30<sup>th</sup>.
- Youth and Family Services Library Assistant Heather Honig hosted her first library program, Baby and Toddler Storytime on Monday, January 30<sup>th</sup>.

**Outreach**

- Youth and Family Services Librarian, Yvette Casillas met with Jackie Stevens, Regional Director of Creative Living at MonteCedro Retirement Community to discuss a deposit library for residents who volunteer to read to students at Altadena Arts Magnet Elementary School. They are establishing a process for residents to request items and delivery of the items to MonteCedro. The service will likely start in the next few months.

**Professional Development**

- Yvette and Mylinh started a training course called “Creating Inclusive Storytime Programs” sponsored by the California State Library.
- Fin attended a 2-day forum “Path to Leadership: National Forum on Advancing Asian/Pacific Islander American Librarianship” hosted by Asian/Pacific American Librarians Association & the Chinese American Librarians Association

## TEEN SERVICES – Isabelle Briggs, Teen Librarian

### Programming

- Due to District building closures, many Teen Services programs were cancelled for the month of January. Teen Leadership Council was offered virtually through Zoom but there were no attendees for this month's meeting.
- The deadline for submissions to "Shared Landscapes: Mapping Teen Altadena" was extended to March, also due to building closures. The digital exhibition website was launched this month, and can be found at [www.sharedlandscapes.org](http://www.sharedlandscapes.org). This site, which was funded by a California Humanities grant, will be the digital home of the project and the place where the public can view teen contributions.

### Collection

- We have created a complete running spreadsheet of all the young adult graphic novel and manga series that we own. This will help current and future selectors maintain the collection by making sure series are complete and up to date.

### Outreach

- Through previous work with the California State Library and the "Building Equity Based Summers" co-design project, the Teen Services Librarian was invited to participate in a series of trainings on equity in libraries for recipients of the CSL's Shared Vision grants. On January 27<sup>th</sup>, they met virtually with the training cohort and helped facilitate discussions on bias and equity. Isabelle will also be assisting with a second discussion on February 24<sup>th</sup>.

# Shared Landscapes: Mapping Teen Altadena



*Shared Landscapes: Mapping Teen Altadena* is a virtual  
multimedia exhibition documenting the emotional  
geographies of teens in Altadena and beyond.

Do you have landmarks of your own you would like to add?  
Submit your work and learn more ways to contribute.

PARTICIPATE



**BOARD OF LIBRARY TRUSTEES  
BOB LUCAS BRANCH REPORT FOR January 2022**

**DEPARTMENT:** Bob Lucas Branch

**MEETING DATE:** February 28, 2022

**PREPARED BY:** Diana Wong

**LOCATION:** Virtual Meeting

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**BOB LUCAS LIBRARY & LITERACY UPDATES**

- BL staff quickly shifted over to offer Curbside Services and totaled to 45 appointments over a period of 3-weeks at the start of the new year. Our branch resumed in-person library and literacy services on Monday, January 24<sup>th</sup> with new hours opening from 10am-6pm.
- We were scheduled to offer a larger, public event with LA Compost staff facilitating a *Compost 101* program at the end of January. With the combination of Covid case numbers and the program advertised as a public event, we pushed back the program to March 19th. We still have spots for those who are interested in signing up to use the compost hub.
- Main folks came together with BL to work on rearranging and improving the Library of Things displays at both locations. To highlight and better communicate LoT offerings, Isabelle and Fin created bookmarks to detail contents of items and loan rules, which are now adorning the LoT shelves, luring in passer-byers.
- In honor of Black History Month, BL staff contributed to the weekly online biographies of local African American heroes with a life account and photos on Bob Lucas. Many thanks to the Lucas family for providing the images.
- We prepared for Margaret Hatanaka and Aaron Kimbrell to switch branches scheduled for early February. We will miss Aaron, but are jazzed about having Margaret over at BL.
- Our long-time Library Assistant, **Michelle Hoskins**, will be retiring from the District at the end of February after **42 years of service**. One of the most dedicated staff members, started in 1979 and has served several roles and worked at both library branches. The District will be holding a retirement reception for her before she leaves to celebrate her many contributions to the ALD family.
- On the literacy forefront, our program participants continue on with tutoring. Those who were meeting in-person at the library prior to the most recent closure were excited about the District re-opening for public access this month. A total of 71 hours were logged during January.

- Modesta and Diana have put together a list of business and community-based organizations where they plan to reach out to promote the literacy program. We are also working with Aaron on plans to take out the Curiosity Connection for a literacy-focused outreach event.
- Modesta and Diana are reviewing and updating the program's online tutor training program. We also spent time reviewing and comparing training programs provided by other literacy programs.



**BOARD OF LIBRARY TRUSTEES  
I.T. & TECHNICAL SERVICES REPORT FOR JANUARY 2022**

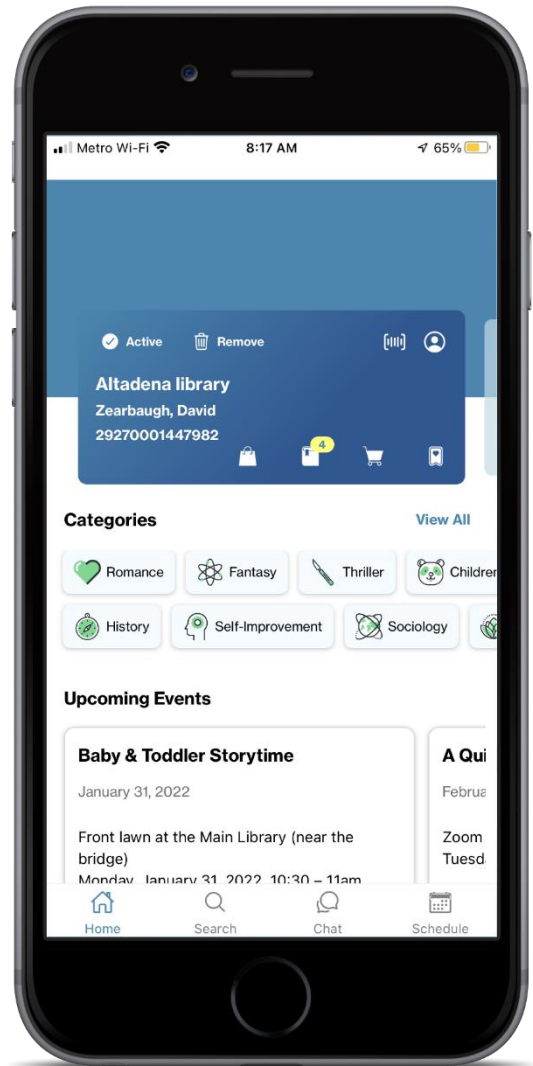
**DEPARTMENT:** Technical Services

**MEETING DATE:** February 28, 2022

**PREPARED BY:** David Zearbaugh

**LOCATION:** Virtual Meeting

- First quarterly software updates are slated for April 2022. IT Manager will establish a complete software update checklist and perform quarterly updates throughout the month.
- While Baker and Taylor experienced shipping delays due extreme weather conditions, processing and delivery speeds overall have improved. The test rush order proved successful with turnaround time being only 8 days. Meanwhile, T.S is still working to establish relationships with other vendors in order to provide alternatives in the event that ALD sees future processing and shipping delays.
- Our current copier lease contract is set to end in June 2022. ALD has decided it would be best to elicit proposals via RFP in order to secure the best value for copier services for the district. With board approval of the RFP, the ALD will secure a new copier vendor contract and have devices in place for a seamless cutover.
- Work continues with Coversight.ai for our myLIBRO mobile app. Staff have been alpha testing and providing feedback to ensure app functionality is up to par for our next phase. Beta testing is likely to start the beginning of March with library power users and slowly roll out to the general public. As we roll out the app, more features and integrations will be added for access to Electronic Content like eBooks, eAudiobooks, and more.





**BOARD OF LIBRARY TRUSTEES  
FACILITIES REPORT FOR JANUARY 2022**

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

**MEETING DATE:** February 28, 2022  
**LOCATION:** Virtual Meeting

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

- Tree maintenance was done at the Main library.
- Both libraries were prepped by facilities staff for re-opening back to the public in the middle of January.
- Continued general maintenance of both facilities.



**BOARD OF LIBRARY TRUSTEES  
ALTADENA LIBRARY FOUNDATION REPORT FOR FEBRUARY 2022**

**REPORT:** Altadena Library Foundation

**MEETING DATE:** February 28, 2022

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

**LOCATION:** Virtual Meeting

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The Altadena Library didn't meet in February, so there was no formal business handled. We used this time to organize our three standing committees: Board Affairs, Development and Finance. With assistance and expertise from our Foundation Manager, we reviewed our Operational Plan and created internal structures to ensure our progress.

Director Ann Donahue is preparing a grant proposal for Tournament of Roses Foundation to help fund ongoing needs of Curiosity Connection.

The Leadership Team, comprised of Nikki Winslow, Rushmore Cervantes, Sallie Cruise and myself, participated in our first meeting of the year. It was a very energizing and productive meeting pointing us in the direction of greater collaboration.

In the coming weeks, we will create a video to be shared with our neighbors in backyard gatherings to help us present our case for support and extend an invitation to consider legacy gifts to our permanent endowment fund at Pasadena Community Foundation. As always, if you would like to host a small gathering of your friends and neighbors to learn more about the Foundation and how they can support the library, please let us know.





**BOARD OF LIBRARY TRUSTEES  
FRIENDS OF THE ALTADENA LIBRARY REPORT FOR FEBRUARY 2022**

**REPORT:** Friends of the Altadena Library

**MEETING DATE:** February 28, 2022

**PREPARED BY:** Sallie Cruise, *President*

**LOCATION:** Virtual Meeting

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Good Evening,

This month the Friends have organized our Membership Drive and that is taking up all our energies.

Talks go on to find a better solution to the donation of books from the public.

Sallie Cruise  
President



**BOARD OF LIBRARY TRUSTEES  
DIRECTOR'S REPORT for FEBRUARY 2022**

**DEPARTMENT:** Administration

**MEETING DATE:** February 28, 2022

**PREPARED BY:** Nikki Winslow

**LOCATION:** Virtual Zoom Meeting

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**Staffing Updates:**

- a) Hires/Promotions: None
- b) Appointments: None
- c) Transfers: None
- d) Resignations/Retirements/Terminations: Michelle Hoskins – Library Assistant – February 28, 2022; Diego Gamboa – Administrative Assistant – March 4, 2022



***Farewell to our wonderful Library Assistant, Michelle Hoskins***

After 42 years of devoted service with the Altadena Library District, Ms. Michelle Hoskins has announced that she will be retiring from her position on Friday, February 25, 2022. We greet Michelle's retirement with sadness, but we are more joyous for her as she can now enjoy her own time and spend it making memories with her beautiful family.

Michelle has had a long career with our District, starting out as a Library Page in 1979. Her dependability and strong work ethic led her to move up and hold Clerk and Library Tech positions before being promoted to Circulation Supervisor in 2003, where she was responsible for training, supervising and scheduling desk staff. In 2008, she transitioned to the Bob Lucas branch, where she has since then overseen the daily operations and customer service. The smooth functioning of our west side branch was no coincidence, but rather evidence of Michelle's unparalleled people skills, positive nature and her dedication to the community. Over the recent years, she took on



programming responsibilities and facilitated a highly popular adult crafts program that brought together neighbors to connect and learn from each other.

Her bright spirit is a rare commodity and she will be missed by the entire District staff. At Bob Lucas, we will definitely miss her humor and her smile.

As a tribute, the library will be organizing a farewell reception to honor and congratulate Michelle for her service. The date and time will be forthcoming. Meanwhile, please join me in extending warm wishes to Michelle for a very healthy, happy and rewarding retirement.

We also got the bittersweet news that our fantastic **Administrative Assistant Diego Gamboa** has accepted a promotional opportunity at the City of Long Beach with the Department of Health & Human Services as their Latinx Health Equity Program Coordinator. I want to express my extreme gratitude to Diego for a very dedicated and productive year of service to ALD and say how much I am going to miss him! His last day with us will be Friday, March 4, 2022.

### **Hiring Update**

- **Office Manager:** I posted the position again on CSDA's website and had several new candidates apply for the position in January and February. Cindy Byerrum and I conducted several interviews and found an excellent candidate who accepted the position and is tentatively scheduled to start with us on March 7, 2022. More info to come!
- **Library Assistant:** We posted the vacancy at the Bob Lucas branch on February 17<sup>th</sup> with a plan to review applications in the first week of March. We are planning to schedule the external panel for the second week of March and would like to have this new staff member in place at Bob Lucas by late March or early February.
- **Administrative Assistant:** We posted this vacancy on February 18<sup>th</sup>, again with a plan to review applications the first week of March and hold interviews shortly thereafter. Diego is going to train me on the things I need to know in terms of making sure the agenda packages are ADA compliant online and the MANY other things we will need to take care of until we can start someone in that position.

### **New Service Hours in the New Year!**

We opened on **January 24<sup>th</sup>** with our updated service hours. We foresee these hours remaining indefinitely. They are:

**Main Library:** Monday – Tuesday: 10am – 8pm  
 Wednesday – Friday: 10am – 6pm  
 Saturday: 10am – 4pm

**Bob Lucas Library:** Monday – Friday: 10am – 6pm

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

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

If anyone has feedback on these new hours, please don't hesitate to email us at [hello@altadenalibrary.org](mailto:hello@altadenalibrary.org).

**Statistical Update  
FY20-21 and FY21-22 Comparison**

<b>System-Wide Statistics</b>	<b>Jul-20</b>	<b>Jul-21</b>	<b>Aug-20</b>	<b>Aug-21</b>	<b>Sep-20</b>	<b>Sep-21</b>	<b>Oct-20</b>	<b>Oct-21</b>	<b>Nov-20</b>	<b>Nov-21</b>	<b>Dec-20</b>	<b>Dec-21</b>	<b>Jan-21</b>	<b>Jan-22</b>	<b>Feb-21</b>	<b>Mar-21</b>	<b>Apr-21</b>	<b>May-21</b>	<b>Jun-21</b>
E-Resource Checkouts	6313	5,232	5,897	5,104	5,587	5,596	5,215	5,291	5,058	5,053	3,635	5,356	4,852	5,577	4,959	4,657	4,589	4,373	5,691
Reference Sessions	60	249	123	422	123	310	332	410	231	424	114	279	128	117	128	133	163	244	311
Live Chat Sessions	52	21	61	15	56	29	56	26	35	26	23	19	14	53	14	38	29	17	21
No. of Curiosity Connection Programs/Outreach		6		2		1		3		6		3							
Curiosity Connection Program Attendance		281		110		50		210		106		150							
<b>Main Library Statistics</b>																			
Physical Collections Checkouts	3263	13,427	4,650	13,069	7,111	13,394	6,467	13,133	5,543	14,012	1,234	10,129	1	9,873	1	4,891	5,348	6,173	12,040
Library of Things	22	22	34	53	30	55	21	72	40	50	22	15	0	22	0	40	88	78	64
New Patrons	73	183	59	153	53	160	71	181	48	187	44	119	47	89	62	68	98	120	211
Visitor Count		4,663		4,616		4,758	1,156	5,138	683	4,879		4,291		2,168			1,200	1,200	4,115
No. of Adult Programs/Outreach		2		1		2		4		5		7							
Adult Program Attendance		61		9		19		193		75		160							
Number of Youth Programs/Outreach		16		0		10		15		12		0							
Youth Program Attendance		211		0		164		356		293		0							
Number of Teen Programs/Outreach		7		2		5		8		4		3							
Teen Program Attendance		42		17		103		51		36		57							
<b>Bob Lucas Statistics</b>																			
Physical Collection Checkout	186	862	382	707	622	679	603	697	786	766	101	713	101	340	1	207	676	1,002	1,062
Library of Things	6	6	10	13	7	13	6	13	6	14	4	5	0	2	0	1	24	26	19
New Patrons	0	22	0	9	0	3	0	13	0	17	0	4	0	7	0	0	7	13	20
Visitor Count		471		457		469	137	314	122	312		293		94			348	303	441
No. of Bob Lucas Programs/Outreach		23		21		25		9		16		0							
Bob Lucas Program Attendance		104		88		104		516		104		0							
<b>Passport Services</b>																			
Passports Processed		161		161		128		104	60	83		78		94		116	115	105	121
Passport Photo Sessions		0		0		0		0	0	0		0		0		0	0	0	0
Phone Calls Received		655		564		386		371	150	425		431		498		609	917	945	823

With us moving back to Curbside Services on January 6<sup>th</sup> and making the decision to suspend all in-person programming for January, we do not have statistics to report on programming, as we have for the past six months. We did resume programming again in February so should be able to provide those to the Board again next month.

## ***Bond Issuance Process Update***

The Board of Trustees voted on December 20, 2021 to issue bonds in the amount of \$21.125 million in hopes of netting \$24 million in proceeds for our two building renovations. It was explained that we would net more than the amount we were bonding our because our Bond Issuance Team was confident we would get a great credit rating from Standard & Poor's which would allow us to sell Premium Bonds, where buyers actually pay more to purchase these tax free municipal bonds.

As a reminder, our Bond Issuance Team consisted of (all hired through RFP in 2021):

- Urban Futures – Doug Anderson, Municipal Advisor
- Hilltop Securities – Mike Cavanaugh, Bond Underwriter
- Best, Best & Kreiger – Mrunal Shah, Bond & Disclosure Council
- NBS – Sara Mares and Nick Dayhoff, Special Tax Consultants

On January 19, 2022, with excellent preparation by Hilltop Securities, the Bond Issuance Team presented to Standard and Poor's about the bond sale and attain a credit rating ahead of that process. The meeting went extremely well, with Mike Cavanaugh letting us know that it was the fastest meeting he's ever had like that. On February 2<sup>nd</sup>, we were given the credit rating of AA-, which is very strong.

Once we had the credit rating, the team was able to finalize the Preliminary Official Statement, which is the document shared with potential bond buyers with all the information and disclosures they should be aware of before purchasing the bonds. This was finalized and send to staff on the afternoon of February 4<sup>th</sup>. We also discovered that day that potential buyers would need to have an established account with Hilltop Securities AHEAD of the bond sale, which was scheduled for the morning of February 17<sup>th</sup>.

We knew we needed to get all of this information out as soon as possible to our residents in case they would be interested in purchasing bonds. I worked with our Marketing Specialist, Brin Wall put out an email blast to our entire email list, the Altadena Connections list and a few others to reach as many people as possible on February 7<sup>th</sup>. I also forwarded the blast to our Board of Trustees and our 16 Town Council members to share the information with their constituent lists as well.

I also presented to the Altadena Town Council at their February 15<sup>th</sup> meeting, along with Doug Anderson and Mike Cavanaugh, about the impending bond sale, emphasizing the need to have an account set up by the next day, February 16<sup>th</sup>. Brin and I put out another email blast the night of February 15<sup>th</sup> to again remind everyone to set up accounts.

The bond sale took place from 8am-10am on Thursday, February 17<sup>th</sup>. It was extremely successful sale! The sale produced \$22.9 in proceeds for the capital improvements, with that number reflecting all the costs associated with the issuance already deducted. This is less than the \$24 million that we'd hoped for in December when the bond amount was set, but that was due to increasing interest rates and some volatility in the market.

We will be meeting with the CFD Committee on March 9<sup>th</sup> at 3pm to review all of these numbers with them, as well as what capital expenditures have already been spent to date.

Overall this was a very successful process and the District has been very fortunate to work with such a talented team of consultants!

## Partnerships & Programming Update:

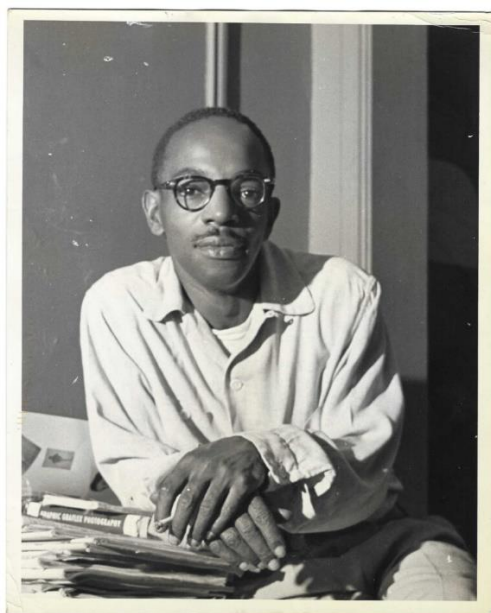
### Altadena Library District Celebrates Black History Month!

Celebrating and Learning about Black History & Culture

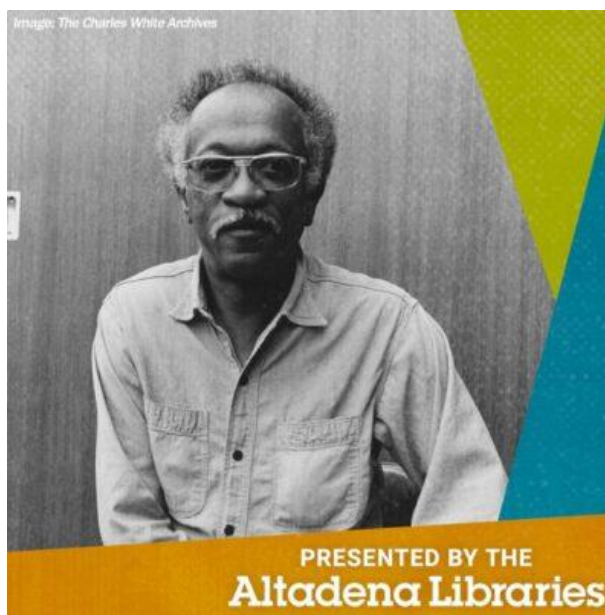


Our Library Collection Selectors provided many great suggestions for books celebrating Black History month and culture that streamed on our homepage throughout the month.

In addition to that, ALD looked to honor and celebrate the work, accomplishments, and lives of just a few of the African Americans, both past and present, who are making or have made a significant impact on or contribution to Altadena and the local community. These featured community members included:



[Bob Lucas](#)



[Charles White](#)



[Ellen Garrison Clark](#)

Please follow the links to watch videos and learn even more information about this influential black Altadenans. Although it was posted when I wrote this report, we also featured our employee, Michelle Hoskins (see information above) for her 42 years of dedicated library service to the Altadena community.



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

**DEPARTMENT:** Administration

**MEETING DATE:** February 28, 2022

**PREPARED BY:** Nikki Winslow

**LOCATION:** Virtual Meeting

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

**DECEMBER 2021 FINANCIAL STATEMENTS**

The following financial reports present unaudited results through December 2021, 50% of the budgeted fiscal year.

The General Fund Revenue & Expense (Unaudited) report shows year-to-date (YTD) expenses of \$2,282,366 and YTD revenues of \$4,094,560, resulting in net revenues of \$1,812,194.

Total Cash and Investments is \$3,222,451. District Operating Reserve Policy is satisfied with \$1,941,850, or six months (50%) of annual budgeted operating expenses.

Total District assets are \$7,443,516.

**GENERAL FUND REVENUE HIGHLIGHTS**

- Line 2 Property Taxes & Assessments were levied in December for a total of \$3,718,346. The District has exceeded the FY 2021/22 budget due to a combination of rising property values and increased sales turnover.
- Line 3 Fines & Fees revenue of \$4,141 due to Passport Services.

**GENERAL FUND EXPENSES**

- Line 29 Fees expenses of \$37,591 due to LA County tax collection fees incurred.
- Line 31 Facilities, Grounds & Maintenance spent \$14,076 due to a combination of monthly cleaning services and \$8.1k in one-time landscaping services with Phil and Sons Tree Service.
- Line 39 Audit and Financial Consulting spent \$8.1k in consulting services from Eide Bailly, \$5k in final billings for audit services, \$2.5k in NBS quarterly administration fees and \$1.9k in consulting services from JMB Solutions.
- Line 55 Electronic Databases / Subscriptions spent \$14,583 for the MyLIBRO subscription for period 12/1/2021-6/31/2022.

**CAPITAL FUND EXPENSES**

Capital Fund expenditures combined to be \$27,259 related to the building projects. This includes payments of \$10.5k to Holmes Structures, \$10.1k to Rachlin Partners, \$3.8k to ATC Group and \$2.8k to NBS Government Finance Group.

**FUNDING FROM SUPPORT ORGANIZATIONS**

None to report.





# Revenue & Expense (Unaudited)

## General Fund December 2021

	December 2021	YTD	FY 2021/22 Adopted Budget	Over / (Under) Budget	YTD Target 50%
<b>1 REVENUES</b>					
2 Property Taxes & Assessments*	\$ 3,718,346	\$ 3,759,784	\$ 3,748,200	\$ 11,584	100%
3 Fines & Fees	4,141	27,803	97,000	(69,197)	29%
4 Interest Income*	1,756	2,241	4,400	(2,159)	51%
5 Other Revenues	412	5,732	62,000	(56,268)	9%
6 Transfer In from Capital	-	299,000	299,000	-	100%
<b>7 TOTAL REVENUES</b>	<b>3,724,655</b>	<b>4,094,560</b>	<b>4,210,600</b>	<b>(116,040)</b>	<b>97%</b>
<b>8 EXPENSES</b>					
<b>9 Salaries &amp; Benefits</b>					
<b>10 Wages</b>					
11 Salaried	71,366	414,113	808,500	(394,387)	51%
12 Hourly	61,915	493,171	1,246,200	(753,029)	40%
<b>13 Total Wages</b>	<b>133,281</b>	<b>907,284</b>	<b>2,054,700</b>	<b>(1,147,416)</b>	<b>44%</b>
<b>14 Benefits, Retirement &amp; Taxes</b>					
15 Health Insurance - Employee	10,444	64,735	158,400	(93,665)	41%
16 Health Insurance - Retiree	5,765	35,592	77,000	(41,408)	46%
17 Dental Insurance	1,061	6,740	14,500	(7,760)	46%
18 Vision Insurance	778	2,655	5,000	(2,345)	53%
19 Life Insurance	122	698	1,600	(902)	44%
20 Workers' Compensation	-	42,354	40,300	2,054	105%
21 CalPERS Retirement (Normal Costs)	9,701	66,058	150,600	(84,542)	44%
22 CalPERS UAL Minimum Payment	-	197,825	197,900	(75)	100%
23 Payroll Taxes (District-Paid)	10,662	64,137	164,200	(100,063)	39%
<b>24 Total Benefits, Retirement &amp; Taxes</b>	<b>38,534</b>	<b>480,793</b>	<b>809,500</b>	<b>(328,707)</b>	<b>59%</b>
<b>25 Total Salaries &amp; Benefits</b>	<b>171,814</b>	<b>1,388,078</b>	<b>2,864,200</b>	<b>(1,476,122)</b>	<b>48%</b>
<b>26 Operating Expenses</b>					
27 Insurance (Liability, Earthquake)	-	96,571	96,100	471	100%
28 Utilities	4,613	32,978	61,500	(28,522)	54%
29 Fees	37,591	48,776	54,200	(5,424)	90%
30 Other Operating	5,683	47,223	77,000	(29,777)	61%
31 Facilities, Grounds & Maintenance	14,076	47,550	53,000	(5,450)	90%
32 Structures & Improvements	-	7,509	25,000	(17,491)	30%
33 Equipment, Furniture & Fixtures	-	-	15,000	(15,000)	0%
34 Staff Development, Training & Travel	2,777	8,679	26,500	(17,821)	33%
35 Advertising & Marketing	720	4,175	9,000	(4,825)	46%
36 Miscellaneous Expense	-	250	-	250	0%
<b>37 Total Operating Expenses</b>	<b>65,460</b>	<b>293,711</b>	<b>417,300</b>	<b>(123,589)</b>	<b>70%</b>
<b>38 Professional Services</b>					
39 Audit and Financial Consulting	17,549	69,019	60,000	9,019	115%
40 Legal Fees	2,963	8,577	45,000	(36,423)	19%
41 Consultants - Other	-	6,225	30,000	(23,775)	21%
<b>42 Total Professional Services</b>	<b>20,512</b>	<b>83,821</b>	<b>135,000</b>	<b>(51,179)</b>	<b>62%</b>



# Revenue & Expense (Unaudited)

## General Fund December 2021

	December 2021	YTD	FY 2021/22 Adopted Budget	Over / (Under) Budget	YTD Target 50%
<b>43 Information Technology (IT)</b>					
44 Internet Service / E-Rate	13,122	26,244	53,000	(26,756)	50%
45 Technology Equipment	396	18,409	35,000	(16,591)	53%
46 Technology Maintenance Fees	729	18,115	25,000	(6,885)	72%
47 Technology Consulting	-	-	17,000	(17,000)	0%
48 Telecommunications	739	4,408	9,500	(5,092)	46%
49 Website Development	-	52	500	(448)	10%
<b>50 Total Information Technology (IT)</b>	<b>14,986</b>	<b>67,228</b>	<b>140,000</b>	<b>(72,772)</b>	<b>48%</b>
<b>51 Library Materials</b>					
52 Books	8,291	62,665	130,000	(67,335)	48%
53 Downloadables	7,669	32,409	69,000	(36,591)	47%
54 DVD's & Videogames	1,684	5,712	33,000	(27,288)	17%
55 Electronic Databases / Subscriptions	14,583	23,756	17,000	6,756	140%
56 Periodicals	18	4,403	13,500	(9,097)	33%
57 Audio CD	191	4,824	8,000	(3,176)	60%
58 Purchase Suggestions	1,614	4,525	7,000	(2,475)	65%
59 Library of Things	-	1,850	6,000	(4,150)	31%
60 Mobile Library Collection	-	-	5,000	(5,000)	0%
<b>61 Total Library Materials</b>	<b>34,050</b>	<b>140,144</b>	<b>288,500</b>	<b>(148,356)</b>	<b>49%</b>
<b>62 Programs</b>					
63 Adult Services	-	-	15,000	(15,000)	0%
64 Mobile Library	-	-	-	-	0%
65 Summer Reading	-	-	-	-	0%
66 Youth Services	40	5,565	11,000	(5,435)	51%
67 Teen Services	268	1,821	6,000	(4,179)	30%
68 Bob Lucas Branch Services	5	2,789	5,700	(2,911)	49%
69 Literacy Services	-	-	-	-	0%
70 Volunteer Services	-	210	1,000	(790)	21%
<b>71 Total Programs</b>	<b>313</b>	<b>10,385</b>	<b>38,700</b>	<b>(28,315)</b>	<b>27%</b>
72 Transfer Out to Capital	-	299,000	299,000	-	100%
73 Addition to Reserves	-	-	27,900	(27,900)	0%
<b>74 TOTAL EXPENSES</b>	<b>307,136</b>	<b>2,282,366</b>	<b>4,210,600</b>	<b>(1,928,234)</b>	<b>54%</b>
<b>75 NET REVENUES / (EXPENSES)</b>	<b>\$ 3,417,519</b>	<b>\$ 1,812,194</b>	<b>\$ -</b>	<b>\$ 1,812,194</b>	



# Revenue & Expense (Unaudited)

## YTD Donations & Grants Fund

December 2021

	Altadena Library Foundation	Friends of Altadena Library	CA Library Literacy Services	Emergency Connectivity Fund	FY 2021/22 Adopted Budget	YTD Target 50%
<b>1 REVENUES</b>						
<b>2 Donations &amp; Grants</b>						
3 Altadena Library Foundation	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000	100%
4 Friends of the Library	-	15,000	-	-	15,000	100%
5 CA Library Literacy Services	-	-	21,648	-	20,000	108%
6 Designated	-	-	-	25,712	-	0%
<b>7 Total Donations &amp; Grants</b>	<b>30,000</b>	<b>15,000</b>	<b>21,648</b>	<b>25,712</b>	<b>65,000</b>	<b>142%</b>
<b>8 TOTAL REVENUES</b>	<b>30,000</b>	<b>15,000</b>	<b>21,648</b>	<b>25,712</b>	<b>65,000</b>	<b>142%</b>
<b>9 EXPENSES</b>						
<b>10 Wages</b>						
11 Salaried	-	-	15,000	-	15,000	100%
<b>12 Total Wages</b>	<b>-</b>	<b>-</b>	<b>15,000</b>	<b>-</b>	<b>15,000</b>	<b>100%</b>
<b>13 Operating Expenses</b>						
14 Staff Recognition	3,119	-	-	-	4,000	78%
<b>15 Total Operating Expenses</b>	<b>3,119</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,000</b>	<b>78%</b>
<b>16 Programs</b>						
17 Adult Services	8,957	-	-	-	10,000	90%
18 Mobile Library	5,860	-	-	-	16,000	37%
19 Summer Reading	-	2,661	-	-	15,000	18%
20 Literacy Services	-	-	3,425	-	5,000	68%
<b>21 Total Programs</b>	<b>14,817</b>	<b>2,661</b>	<b>3,425</b>	<b>-</b>	<b>46,000</b>	<b>45%</b>
<b>22 Information Technology (IT)</b>						
23 Technology Consulting	-	-	-	1,800	-	0%
24 Technology Equipment	-	-	-	19,628	-	0%
25 Technology Maintenance Fees	-	168	-	4,284	-	0%
<b>26 Total Information Technology (IT)</b>	<b>-</b>	<b>168</b>	<b>-</b>	<b>25,712</b>	<b>-</b>	<b>0%</b>
<b>27 TOTAL EXPENSES</b>	<b>17,936</b>	<b>2,829</b>	<b>18,425</b>	<b>25,712</b>	<b>65,000</b>	<b>100%</b>
<b>28 NET REVENUES / (EXPENSES)</b>	<b>\$ 12,064</b>	<b>\$ 12,171</b>	<b>\$ 3,223</b>	<b>\$ -</b>	<b>\$ -</b>	



# Revenue & Expense (Unaudited)

## Capital Fund December 2021

	December 2021	YTD	FY 2021/22 Adopted Budget	YTD Target 50%
<b>1 REVENUES</b>				
2 Use of Capital Reserves	-	-	299,000	0%
3 Transfer In From General	-	299,000	299,000	100%
<b>4 TOTAL REVENUES</b>	<b>-</b>	<b>299,000</b>	<b>598,000</b>	<b>50%</b>
<b>5 EXPENSES</b>				
<b>6 Professional Services</b>				
7 Audit and Financial Consulting	-	11,088	15,000	74%
8 Legal Fees	-	-	-	0%
<b>9 Total Professional Services</b>	<b>-</b>	<b>11,088</b>	<b>15,000</b>	<b>74%</b>
<b>10 CFD Bond</b>				
11 CFD Bond Issuance Consulting	-	9,100	102,000	9%
12 CFD Administration	2,811	5,622	15,000	37%
13 CFD Banking Fees	-	-	7,000	0%
14 CFD Project Management	24,448	142,457	160,000	89%
<b>15 Total CFD Bond</b>	<b>27,259</b>	<b>157,179</b>	<b>284,000</b>	<b>55%</b>
16 Transfer Out to General	-	299,000	299,000	100%
<b>17 TOTAL EXPENSES</b>	<b>27,259</b>	<b>467,267</b>	<b>598,000</b>	<b>78%</b>
<b>18 NET REVENUES / (EXPENSES)</b>	<b>(27,259) \$</b>	<b>(168,267) \$</b>	<b>-</b>	

## Shared Expense (Unaudited)

### District Total

### December 2021

	YTD General	YTD Donations & Grants	YTD Capital Fund	YTD Combined	FY 2021/22 Adopted Budget	YTD Target 50%
<b>1 EXPENSES</b>						
<b>2 Wages</b>						
3 Salaried	414,113	15,000	-	429,113	823,500	52%
4 Hourly	493,171	-	-	493,171	1,246,200	40%
<b>5 Total Wages</b>	<b>907,284</b>	<b>15,000</b>	<b>-</b>	<b>922,284</b>	<b>2,069,700</b>	<b>45%</b>
<b>6 Operating Expenses</b>						
7 Staff Recognition	-	3,119	-	3,119	4,000	78%
8 Other Operating	47,223	-	-	47,223	77,000	61%
<b>9 Total Operating Expenses</b>	<b>47,223</b>	<b>3,119</b>	<b>-</b>	<b>50,342</b>	<b>81,000</b>	<b>62%</b>
<b>10 Professional Services</b>						
11 Audit and Financial Consulting	69,019	-	11,088	80,107	75,000	107%
12 Legal Fees	8,577	-	-	8,577	45,000	19%
<b>13 Total Professional Services</b>	<b>77,596</b>	<b>-</b>	<b>11,088</b>	<b>88,684</b>	<b>120,000</b>	<b>74%</b>
<b>14 Library Materials</b>						
15 Books	62,665	-	-	62,665	130,000	48%
16 Downloadables	32,409	-	-	32,409	69,000	47%
17 DVD's & Videogames	5,712	-	-	5,712	33,000	17%
18 Electronic Databases / Subscriptions	23,756	-	-	23,756	17,000	140%
19 Periodicals	4,403	-	-	4,403	13,500	33%
20 Audio CD	4,824	-	-	4,824	8,000	60%
21 Purchase Suggestions	4,525	-	-	4,525	7,000	65%
22 Library of Things	1,850	-	-	1,850	6,000	31%
23 Mobile Library Collection	-	-	-	-	5,000	0%
<b>24 Total Library Materials</b>	<b>140,144</b>	<b>-</b>	<b>-</b>	<b>140,143</b>	<b>288,500</b>	<b>49%</b>
<b>25 Programs</b>						
26 Adult Services	-	8,957	-	8,957	25,000	36%
27 Mobile Library	-	5,860	-	5,860	16,000	37%
28 Summer Reading	-	2,661	-	2,661	15,000	18%
29 Youth Services	5,565	-	-	5,565	11,000	51%
30 Teen Services	1,821	-	-	1,821	6,000	30%
31 Bob Lucas Branch Services	2,789	-	-	2,789	5,700	49%
32 Literacy Services	-	3,425	-	3,425	5,000	68%
33 Volunteer Services	210	-	-	210	1,000	21%
<b>34 Total Programs</b>	<b>10,385</b>	<b>20,903</b>	<b>-</b>	<b>31,288</b>	<b>84,700</b>	<b>37%</b>
<b>35 Information Technology (IT)</b>						
36 Internet Service / E-Rate	26,244	-	-	26,244	53,000	50%
37 Technology Equipment	18,409	19,628	-	38,037	35,000	109%
38 Technology Maintenance Fees	18,115	4,452	-	22,567	25,000	90%
39 Technology Consulting	-	1,800	-	1,800	17,000	11%
40 Telecommunications	4,408	-	-	4,408	9,500	46%
41 Website Development	52	-	-	52	500	10%
<b>42 Total Information Technology (IT)</b>	<b>67,228</b>	<b>25,880</b>	<b>-</b>	<b>93,108</b>	<b>140,000</b>	<b>67%</b>
<b>43 TOTAL EXPENSES</b>	<b>1,249,860</b>	<b>64,902</b>	<b>11,088</b>	<b>1,325,849</b>	<b>2,783,900</b>	<b>48%</b>



# Balance Sheet (Unaudited)

District Total  
December 2021

1	<b>ASSETS</b>		
2	<b>Cash &amp; Investments</b>		
3	Cash - LA County (Operating Reserve)	\$	1,941,850
4	Cash - LA County		890,392
5	Checking		373,028
6	Money Market		15,767
7	Paypal		815
8	Cash on Hand		600
9	<b>Total Cash &amp; Investments</b>		<b>3,222,451</b>
10	<b>Other Current Assets</b>		
11	Prepaid Items & Deposits		37,884
12	Property Tax & Assessments Receivable		2,232,658
13	Miscellaneous Receivable		26,229
14	Interest Receivable		-
15	<b>Total Other Current Assets</b>		<b>2,296,771</b>
16	<b>Long-Term Assets</b>		
17	Fixed Assets (Net of Depreciation)		1,148,586
18	Deferred Outflows of Resources		775,707
19	<b>Total Long-Term Assets</b>		<b>1,924,293</b>
20	<b>TOTAL ASSETS</b>		<b>7,443,516</b>
21	<b>LIABILITIES</b>		
22	<b>Current Liabilities</b>		
23	Accounts Payable		87,461
24	Credit Card (UMB)		13,234
25	Payroll and Retirement Liabilities		1,649
26	<b>Total Current Liabilities</b>		<b>102,345</b>
27	<b>Long-Term Liabilities</b>		
28	Vacation Payable		95,837
29	Deferred Inflows of Resources		418,185
30	Net Pension Liability		2,718,477
31	Net OPEB Liability		1,001,372
32	<b>Total Long-Term Liabilities</b>		<b>4,233,871</b>
33	<b>TOTAL LIABILITIES</b>		<b>4,336,216</b>
34	<b>FUND BALANCE</b>		
35	Retained Earnings		1,435,914
36	Net Revenues / (Expenses)		1,671,385
37	<b>TOTAL FUND BALANCE</b>		<b>3,107,299</b>
38	<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$</b>	<b>7,443,516</b>



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**BOARD OF LIBRARY TRUSTEES  
STANDING COMMITTEE REPORT FOR FEBRUARY 2022**

**COMMITTEE:** Budget Committee

**MEETING DATE:** February 28, 2022

**PREPARED BY:** Trustee Katie Clark

**LOCATION:** Virtual Meeting

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The Budget Committee met on Thursday, February 2nd for a thorough, line-by-line review of the mid-year budget adjustment as prepared by staff. We were joined by Director Winslow and Ian Berg from Eide-Bailey. Trustee Wilkerson and I were impressed by the thoroughness of the preparation and pleased to see that the District will be ending the fiscal year in a net positive position. Several suggested adjustments and clarifications to various line items were suggested and have been incorporated in the final version as presented to the full Board.

**Suggested Action:**

The Budget Committee recommends that the Board approve and adopt the mid-year budget adjustment as presented.





**BOARD OF LIBRARY TRUSTEES  
CFD COMMITTEE REPORT FOR FEBRUARY 2022**

**COMMITTEE:** Community Facilities District    **MEETING DATE:** February 28, 2022

**PREPARED BY:** Trustee Terry Andrues    **LOCATION:** Virtual Meeting

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The Community Facilities District (CFD) Committee convened via ZOOM at 3:00 pm on February 9, 2022.

Committee members in attendance were Terry Andrues, Kim Kenne and Rushmore Cervantes. Others attending were Library Director Nikki Winslow, Doug Anderson of Urban Futures and Mike Cavanaugh from Hilltop Securities.

Doug Anderson gave an overview of the activities to date including the finalization of the preliminary official statement by BB&K, which is needed before the bond sale and pricing. Over the last several months, the CFD Committee took the initial steps of screening and recommending specialists for vital roles in the sale and management of the bonds and related activities. Based on these activities, the Library Board has approved the following team:

- Municipal Advisor—Urban Futures
- Fiscal Agent—US Bank
- Bond underwriter—Hilltop Securities
- Bond Counsel—Best, Best and Kreiger
- Continuing Disclosure Agreement—NBS

Mike Cavanaugh of Hilltop then gave an overview of what to expect regarding the bond sale, which is scheduled for February 17 from 8-10 am. The bond sale is expected to raise about \$21 million in funds. An additional bond premium may raise the total to slightly less than \$24 million.

The library bonds have been rated at AA minus, which is better than 95% of the ratings given to public entities such as ours. The high rating will probably eliminate the need for bond insurance to raise the rating. However, Mike reported that insurance still may be needed if the bond market becomes especially volatile in the days before the sale.

Bond pricing is set on the sale date on 2-17-22. Bond terms and yields are variable and determined by maturity dates. One and two year bonds, for example have lower returns than bonds with much longer terms of 20 or 30 years. A campaign to market the bond sale to residents of Altadena is underway. Interested parties must register with Hilltop Securities prior to the sale date.

Following these presentations, the committee had a brief discussion about its future schedule and function. There was general agreement that it can take a step back from CFD formation and

meet less frequently to monitor CFD activities. This will be discussed at the next meeting. The meeting was adjourned at 3:48 pm.



**BOARD OF LIBRARY TRUSTEES  
AD-HOC FACILITIES COMMITTEE REPORT FOR JANUARY 2022**

**COMMITTEE:** Ad-hoc Facilities Committee

**MEETING DATE:** February 28, 2022

**PREPARED BY:** Rachlin Partners

**LOCATION:** Virtual Meeting

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

- a. Community Focus Group – On January 19, Anderson-Brulé Architects (ABA) presented expansion options and schematic floor plans for the Bob Lucas Memorial Library to the Community Focus Group. At the time of writing, a follow-up meeting is scheduled for February 23 for ABA to present the next iteration of the design, taking into account the group’s feedback from the January 19 meeting. The first schematic design concepts for the Main Library will be presented to the group on March 2, with a follow-up meeting scheduled for March 30.
- b. Offsite Facilities – Nikki Winslow and Rachlin Partners have had an initial meeting with Doug Colliflower to discuss offsite facility needs.
- c. Architectural Services – Schematic design is underway, and ABA is conducting regular meetings with library staff, the Facilities Committee, the Community Focus Group, and other stakeholders to gather information and feedback to inform the designs.
- d. Coordination with County departments – The County has shared three street parking/road diet options that had previously been under consideration for Mariposa Street. These will be discussed with the Community Focus Group when the schematic design for the Main Library is presented.
- e. Universal Design – ABA has provided the committee with additional background on their expertise and approach to inclusive design. The committee remains committed to keeping inclusive design at the forefront as the projects are developed, and is planning additional outreach to the community in an effort to identify underserved groups, as well as to better serve the current library users.
- f. Main Library as Emergency Shelter / Seismic Upgrade Risk Category – The committee met with Rick Byrd of R.M. Byrd Associates, the structural engineer for the Main Library project. Mr. Byrd compared the effort required for Risk Category II vs Risk Category IV seismic upgrades. He emphasized that the most significant difference between Risk Category II and Risk Category IV is not in the structural framing but in the treatment of building services such as power, sewer, and communications systems. Risk Category IV buildings (typically hospitals, fire stations, police stations) are expected to have continuation of building services, even immediately after a major seismic event, so these services have to be designed to be more resilient. These additional measures are costly, and given that the Red Cross does not consider the library a suitable emergency shelter for the general public, he recommended treating the building as Risk Category II –

which is typical for libraries – and selecting options for enhanced seismic performance where they make sense. The committee agrees with this recommendation.

- g. Site surveys – Rachlin Partners has procured title reports for both sites and is obtaining quotes site surveying. Once the site surveys are complete, the utility surveys will proceed.
- h. Communications and Community Outreach – The committee has developed a communications plan to keep the public informed about the projects, as well as to gather feedback from community members. The communications plan includes:
  - i. A new website landing page where project updates and FAQs will be posted and community members can provide feedback.
  - ii. A one-page fact sheet that will be distributed at public library events
  - iii. An online survey that will collect information about library users and how the library renovations can better serve their needs
  - iv. Email blasts to keep stakeholders informed about project
- i. Geotechnical Investigations – Rachlin Partners is obtaining proposals for Geotechnical Engineering firms to conduct investigations at the Bob Lucas Branch and to provide recommendations to the architect and engineers on seismic, foundation, and stormwater management design.
- j. CEQA Services – As the designs for the library projects have developed, it has become clear that expansion of the Bob Lucas Branch is necessary to accommodate the programmatic needs of the library. Likewise, expansion of the Main Library is being explored in order to provide adequate community meeting space. It was originally anticipated that these projects would qualify for Categorical Exemptions under the California Environmental Quality Act (CEQA), due to the minimal modification of the structures. While this is still a possibility, the Facilities Committee now feels it is prudent to engage a CEQA consultant to advise on the appropriate course of action for each renovation project, to conduct any necessary supporting studies, and to prepare any necessary documents. Accordingly, the Facilities Committee, including our Capital Project Management firm Rachlin Partners, have prepared a RFQ/P for CEQA Services for approval.



**BOARD OF LIBRARY TRUSTEES  
AD-HOC REDISTRICTING COMMITTEE REPORT FOR JANUARY 2022**

**COMMITTEE:** Ad-hoc Redistricting Committee      **MEETING DATE:** February 28, 2022

**PREPARED BY:** Rachlin Partners      **LOCATION:** Virtual Meeting

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The Redistricting Committee met on Thursday February 5.

- Discussed barriers in moving forward with communicated plan to proceed with the redistricting process of drafting redistricting maps and presenting draft maps to the Altadena community.
  - Barriers included communication challenges with Douglas Johnson of the National Demographics Corporation.
  - Barriers also included overlap with outreach plans for the capital projects (building improvements) at both locations; the committee was concerned that trying to conduct parallel sets of outreach would result in poor outcomes for both.
- Due to these obstacles, the Redistricting Committee does not recommend moving forward with schedule of original plans.

The original plan was to move forward with the completion of the overall redistricting **process**, with the goal of utilizing the newly drawn district lines for the 2024 election rather than the 2022 election. To that end, the committee projected some dates in which to hold the community hearings to apprise them of the plans and process of the committee. The community hearings were planned for January 24, 2022, a special Board of Trustees meeting in mid-February of 2022, a special “Town Hall” style meeting in March of 2022 and a final hearing at the BOT meeting on April 25, 2022. The goal was to have the maps reviewed by the community, finalized, and submitted as required by May 12, 2022.

As this timeline is no longer attainable, the committee discussed how to proceed with redistricting process: (1) continue to move forward with initial plan with modified timelines or (2) delay redistricting process.

The risk factor of financial liability associated with a delay in redistricting continues to be minimal and unlikely. Committee discussed challenges associated with moving forward with the process now, including confusion around the election process and division of focus and labor from the library redesign.

**Outcomes:**

- Suggestions to reschedule start of Redistricting process to begin late Fall and hold the 2022 elections “At Large” as originally planned. Trustees Wilkerson and Clark and Director Winslow agree that this is the best course of action.
- Was able to reach Douglass Johnson of the NDC to schedule a planning meeting for May 6th.

- Will meet with NDC on May 6th with the intention of also calendaring all future meetings.



**BOARD OF LIBRARY TRUSTEES  
LIAISON REPORT FOR FEBRUARY 2022**

**REPORT:** Government Liaison

**MEETING DATE:** February 28, 2022

**PREPARED BY:** Trustee Terry Andrues

**LOCATION:** Virtual Meeting

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State Legislators have hurriedly proposed hundreds of new laws before the February 18 bill introduction deadline. A list of active bills may be found at [csda.net/bill-tracking](https://csda.net/bill-tracking). CSDA is reviewing each and every one of them and will begin taking positions at its March 4 Legislative Committee meeting.

The only bill that applies directly to Library Districts is SB 34. This bill has passed through the Senate and has been ordered to the Assembly for a vote. It has been circulating for 2 years and was originally opposed by the CSDA. The current version of the bill, however, has changed the CSDA recommendation to neutral because it drops a mandate for Library Districts to enter into agreements for all the schools in its boundaries.

**SB 34 (Umberg D) Libraries: student success cards.**

Current Text: Amended: 5/20/2021 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 1/24/2022-Read third time. Urgency clause adopted. Passed. (Ayes 30. Noes 4.)

Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

Location: 1/24/2022-A. DESK

Summary:

Would require the State Department of Education to develop and implement a competitive grant program to award one-time funding to local educational agencies, as defined, library districts, and public libraries for the purpose of providing every public school pupil enrolled in the local educational agency with a student success card. The bill would require a local educational agency, library district, or public library that applies for grant funding to submit a grant application, as specified, and would require grant recipients to enter into a memorandum of agreement or memorandum of understanding, as specified.

**Chris Holden, our Assembly member in District 41, has introduced the following bills before the 2/28 deadline. More information can be found at his website:**

<https://a41.asmdc.org/>

Friday, February 18, 2022

Sacramento, CA – Today, Assemblymember Chris Holden introduced AB 2644- Juvenile Custodial Interrogations bill which prohibits the use of statements made by youth (25 years of age or younger) as evidence in criminal or juvenile court proceedings if they were made during interrogations where law enforcement used threats, physical harm, deception, or psychologically manipulative

Friday, February 18, 2022

Digital Infrastructure and Video Competition Act of 2006 Reform

Sacramento, CA – Today, Assemblymember Chris Holden introduced AB 2748 that will update the Digital Infrastructure and Video Competition Act (DIVCA) of 2006, an outdated state law, to directly address modern issues with broadband connectivity, subscriber discrimination by telecommunications providers, and other digital equity barriers that effect Californian's ability to access

Friday, February 18, 2022

Sacramento, CA – Today, Assemblymember Chris Holden introduced AB 2632, the California Mandela Act on Solitary Confinement. The bill, named after Nelson Mandela seeks to protect the human rights of everyone in California from the damaging effects of solitary confinement.

Thursday, February 17, 2022

Sacramento, CA – Today, Assemblymember Chris Holden introduced AB 2446, the Carbon Intensity of Construction and Building Materials Act, a measure which would require the State to develop a framework for measuring and then reducing greenhouse gas emissions in the construction of new buildings, including those for residential uses.

Monday, February 14, 2022

Sacramento, CA – Today, Assemblymember Chris Holden's resolution, [ACR 104](#), that establishes a sister state relationship between California and province of Punjab, Pakistan passed the Senate Floor.

**Anthony Portantino, our Assembly member in Senate District 25, has introduced the following bills. More information can be found at his website:**  
<https://sd25.senate.ca.gov/>

[Senators Umberg & Portantino Introduce Legislation to Combat the Rise of Catalytic Converters Thefts](#)

Tuesday, February 22 2022

Sacramento, CA - State Senator Anthony J. Portantino (D – La Cañada Flintridge) joined Senator Tom Umberg to announce the introduction of Senate Bill 986, a measure that combats catalytic converter theft by requiring dealers to apply a vehicle identification number (VIN) to the catalytic converter of each vehicle listed for sale. Los Angeles County District Attorney George Gascón and LAPD Chief Michel Moore joined Senators Portantino and Umberg today during a press conference to announce the bill

[Senator Anthony Portantino Introduces Bill to Support Student Wellness](#)

Tuesday, February 22 2022

Sacramento, CA - State Senator Anthony J. Portantino (D – La Cañada Flintridge) introduced Senate Bill 1302, a measure that will provide grants to high schools to establish or improve wellness and mental health support centers on campus.

[Senator Anthony Portantino Introduces Bill Initiated by the Glendale Environmental Coalition to Tackle Waste Reduction in School Food Delivery](#)

Thursday, February 17 2022



Sacramento, CA - State Senator Anthony J. Portantino (D – La Cañada Flintridge) introduced Senate Bill 1255, a measure that establishes a dishwasher grant program to reduce waste in K–12 schools and community colleges to address the state’s single-use trash and waste crisis

[Senator Anthony Portantino Introduces Legislation to Create Regional Housing Trust & Increase Affordable Housing Opportunities for Burbank, Glendale & Pasadena](#)

Thursday, February 17 2022

Sacramento, CA - State Senator Anthony J. Portantino (D – La Cañada Flintridge) introduced Senate Bill 1177, a measure that creates a regional housing trust between the cities of Burbank, Glendale, and Pasadena in order to increase much needed affordable housing opportunities.

[Senator Anthony Portantino Introduces Bill to Expand Health Care Coverage for Follow-up Mammograms](#)

Thursday, February 17 2022

Sacramento, CA - State Senator Anthony J. Portantino (D – La Cañada Flintridge) introduced Senate Bill 974, a measure that would expand health care coverage for diagnostic breast imaging following an abnormal mammography. The idea for the bill was suggested by 25th District resident Gayaneh Pezeshkian Avanes. The Senator, who is the father of two daughters, thought the idea had merit and the issue needed to be addressed.

[Senator Portantino Introduces STEM/Dual Language Immersion Collaboration Bill to Address Teach Shortages and Improve Student Learning Outcomes](#)

Wednesday, February 9 2022

Sacramento, CA - State Senator Anthony J. Portantino (D – La Cañada Flintridge) introduced Senate Bill 941, a measure that seeks to improve student learning environments through a locally determined inter-district collaboration for courses related to STEM and dual language immersion.

[Senator Portantino Introduces Bill to Improve Pedestrian & Cyclist Safety](#)

Monday, February 7 2022

Sacramento, CA - State Senator Anthony J. Portantino (D – La Cañada Flintridge) introduced Senate Bill 932, a strong measure to prioritize pedestrian and cyclist safety by requiring California cities to take concrete steps to reduce traffic collisions and fatalities.

Another bill that could have implications for our Community Facilities District is listed here:

**[AB 119 \(Salas D\) County auditor: direct levies.](#)**

Current Text: Amended: 1/26/2021 [html](#) [pdf](#)

Introduced: 12/18/2020

Status: 2/1/2022-From committee: Filed with the Chief Clerk pursuant to Joint Rule 56.

Location: 1/14/2022-A. DEAD

Summary:

Current law requires each county to have certain offices, including the office of auditor who is designated to perform certain duties, including apportioning property tax revenue to each jurisdiction according to tax rate area. Current law defines tax rate areas for the purpose of property tax allocation. This bill would require the county auditor, or other county officer designated by the county, to make publicly available on their internet website information about direct levies, as defined, including the range of combined direct levies assessed on real property. The bill would require a website posting that identifies contact information for each direct levy assessed within their jurisdiction, to also include the range of fees assessed on individual parcels of real property subject to the special district’s assessment.

Position: Watch  
Assigned: ATannehill  
District Type: General  
Subject Area: Revenue  
Issues: Property Taxes  
Working Group: Budget  
Public Notes: 3/5/2021 A-1/26/2021 to: Watch



**BOARD OF LIBRARY TRUSTEES  
AGENDA ITEM VIII.A REPORT FOR FEBRUARY 2022**

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

**MEETING DATE:** February 28, 2022

**PREPARED BY:** Nikki Winslow

**LOCATION:** Virtual Meeting

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**TITLE:** Review and Approval of Unfunded Accrued Liability (UAL) Policy Development

**BACKGROUND**

I received an email from Weist Law and CalMuni in November 2021 asking if we would like to meet with them and watch a presentation about developing a UAL policy. I reached out to our accountants Cindy Byerrum and Ian Berg with Eide Bailly to see if they thought we should meet with them and they confirmed that we should. Ian and I met with them and watched their presentation on December 20, 2021 where they provided detailed information on our current UAL obligation and the importance of developing a plan to pay that down if possible to save ourselves interest on the larger amount.

They provided the following presentation to the Budget Committee at their meeting on February 3<sup>rd</sup>. The slides from the presentation are following this report, as well as their standard agreement for UAL policy development. The Budget Committee asked many questions and we ask that the Board of Trustees watch the presentation on [our YouTube page](#) starting at minute 4:20 and ending at 44:00. **Please review this ahead of our meeting on February 28<sup>th</sup>.**

Andrew Flynn from CalMuni will be attending the meeting and able to ask any additional questions that the Trustees may have about this policy development.

**FISCAL IMPACT**

UAL Policy Development will cost the District \$5,700. Scope of Services are outlined in the attached agreement on pages A1-4.

**RECOMMENDATION**

The Budget Committee recommends that the Board of Trustees review and approve authorization of the District Director to contract with CalMuni to develop a UAL Policy.



# Altadena Library District

## Preliminary Pension Overview

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BUDGET COMMITTEE MEETING  
FEBRUARY 3, 2021



# Presenters

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- Andrew Flynn, Managing Director  
California Municipal Advisors LLC – Independent Registered Municipal Advisor (Fiduciary)

- Assures District’s financial and policy interests are protected
- Intermediary between Broker/Dealer or Placement Agent and District
- Manages financial transaction details on behalf of District



- Cameron Weist, Partner  
The Weist Law Firm – Bond Counsel (Fiduciary)

- Special legal counsel to District; assures District’s legal interests are protected
- Prepares all resolutions and legal and closing documentation;
- assures bonds are “valid and legally binding obligations”

# Pension Funding Status

Description	Miscellaneous*	Misc - 2nd	PEPRA - Misc	Combined
Total Accrued Liability	\$9,016,368	\$23,619	\$791,776	\$9,831,763
Market Value of Assets	\$6,145,620	\$20,304	\$709,577	\$6,875,501
<b>Unfunded Actuarial Liability (UAL)</b>	<b>\$2,870,748</b>	<b>\$3,315</b>	<b>\$82,199</b>	<b>\$2,956,262</b>
<b>% Funded</b>	<b>68.2%</b>	<b>86.0%</b>	<b>89.6%</b>	<b>69.9%</b>

Source: CalPERS Actuarial Valuation as of June 30, 2020

\* Included in analysis

## Definitions:

- Total Accrued Liability = What You Need
- Market Value of Assets = What You Have
- Unfunded Actuarial Liability = What You Owe

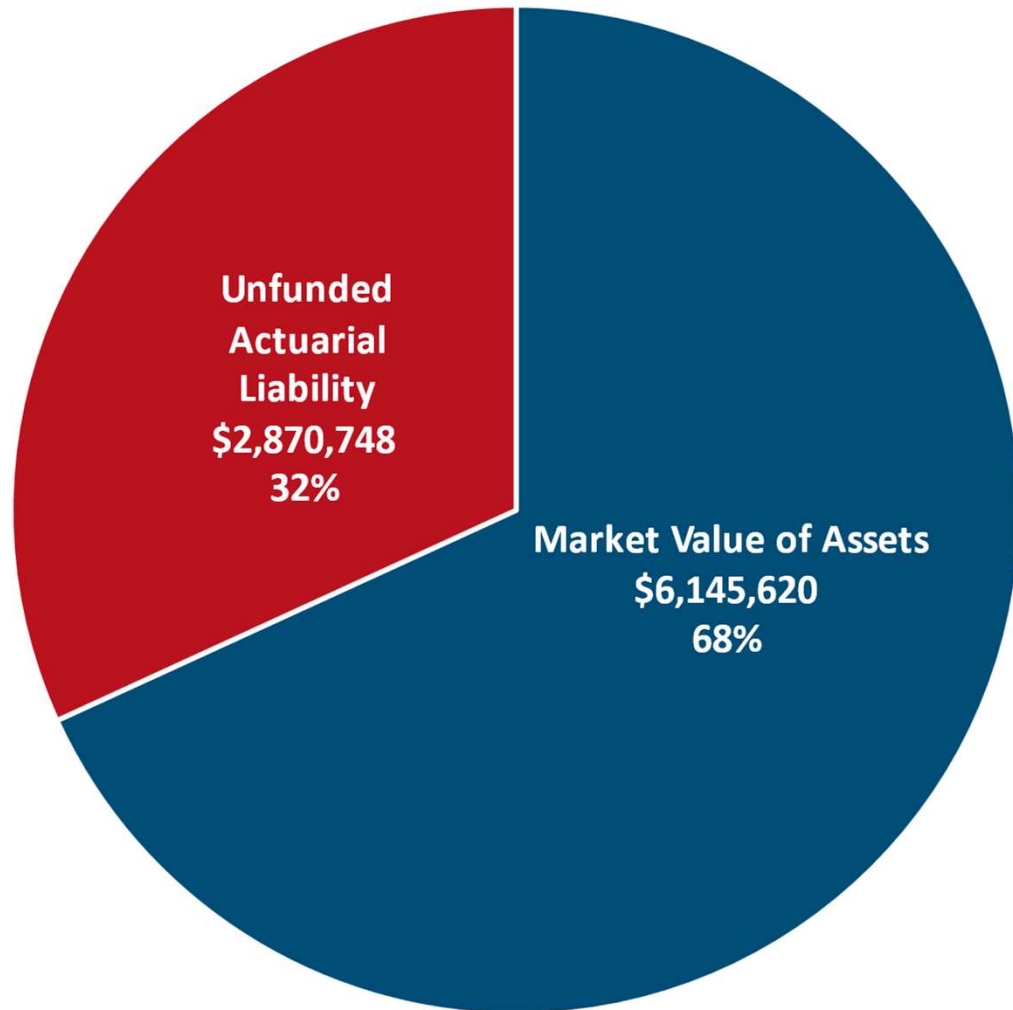
## Three Pension Plans:

- Classic: Miscellaneous & Miscellaneous 2<sup>nd</sup>
- PEPRA: Miscellaneous

**Classic Miscellaneous**

represents a significant savings opportunity

# Pension Funding Status



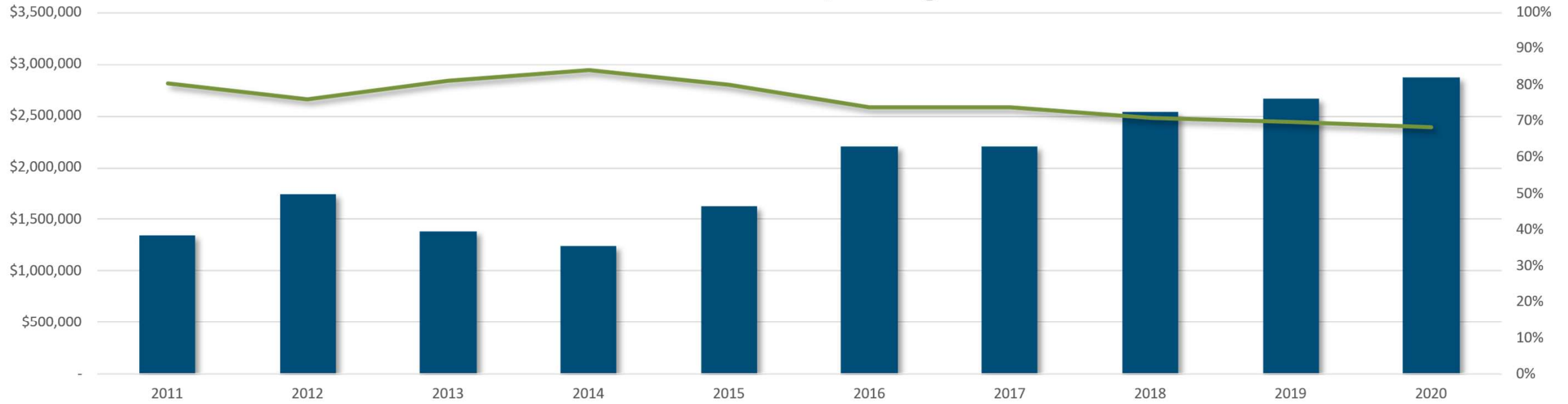
- Total Pension Obligations = \$9.0M
- Pension Assets = \$6.1M
- Shortfall = \$2.9M (31.8% of what is needed)
  - Accrues interest at 7% interest rate = \$2.2M interest
  - Total Unfunded Liability with interest = \$5.1M

## Shortfall (UAL) = DEBT:

- Amortizes over time (currently 24 years)
- Reduced or delayed payments not allowed
- District's most expensive debt
- No prepayment restrictions or penalties

# Pension Funding History

Unfunded Actuarial Liability & Funding Level



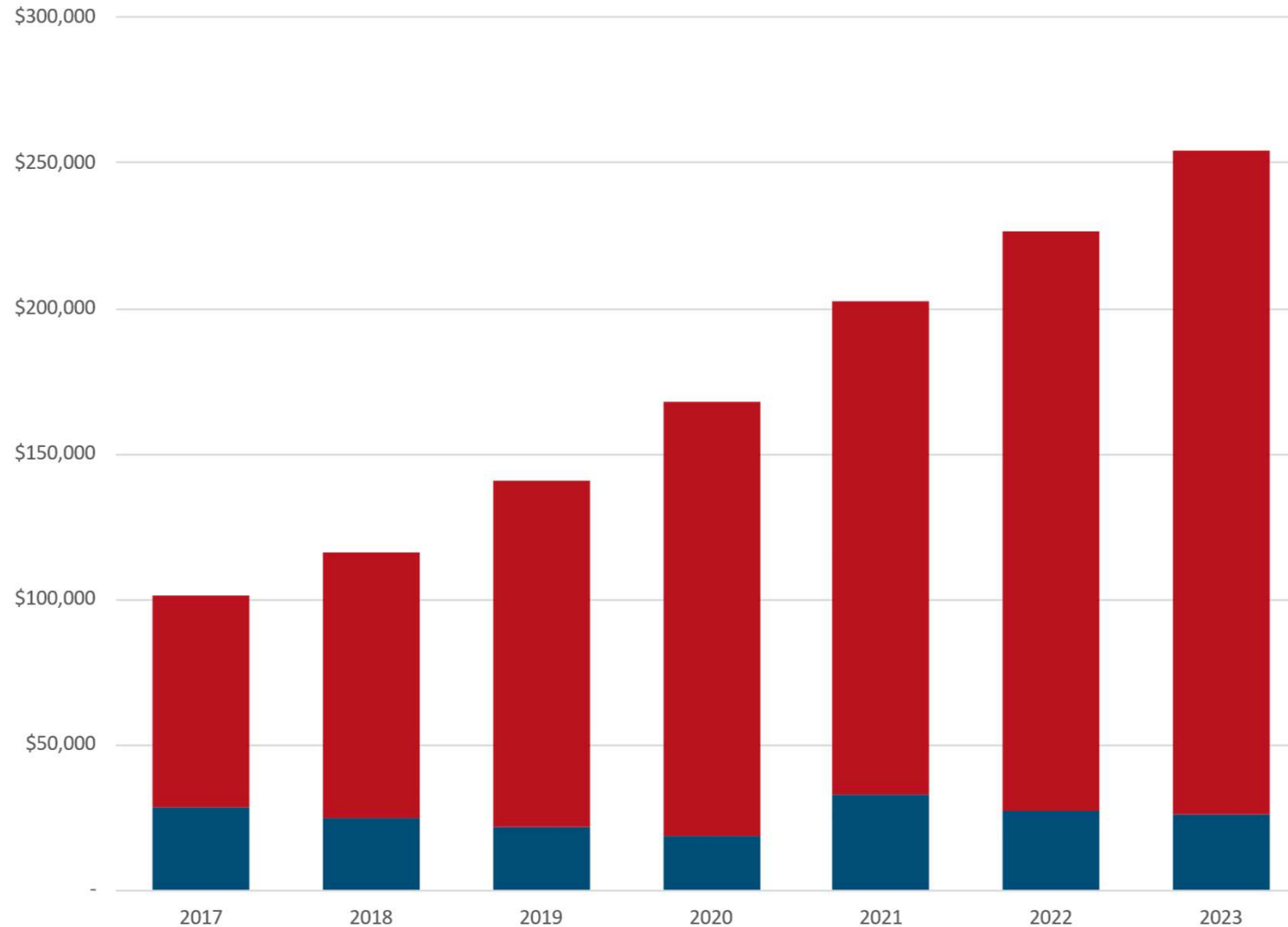
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Miscellaneous	\$1,347,012	\$1,744,976	\$1,388,607	\$1,245,248	\$1,628,485	\$2,203,595	\$2,206,768	\$2,539,938	\$2,662,702	\$2,870,748
% Funded	80.48%	76.00%	81.27%	84.17%	80.01%	73.67%	73.88%	71.08%	69.63%	68.16%

Owe  
**\$1.5M**  
 more

Funded Level  
**12.3%**  
 lower



# Pension Payments



	2017	2018	2019	2020	2021	2022	2023
■ UAL - Miscellaneous	72,492	91,502	119,187	148,762	169,674	199,512	227,754
■ Normal - Miscellaneous	28,757	24,925	21,868	19,002	33,087	27,106	26,422

Annual Pension Payment Increase

**\$153K**

in seven years

UAL as a Percent of Total Payments

2017

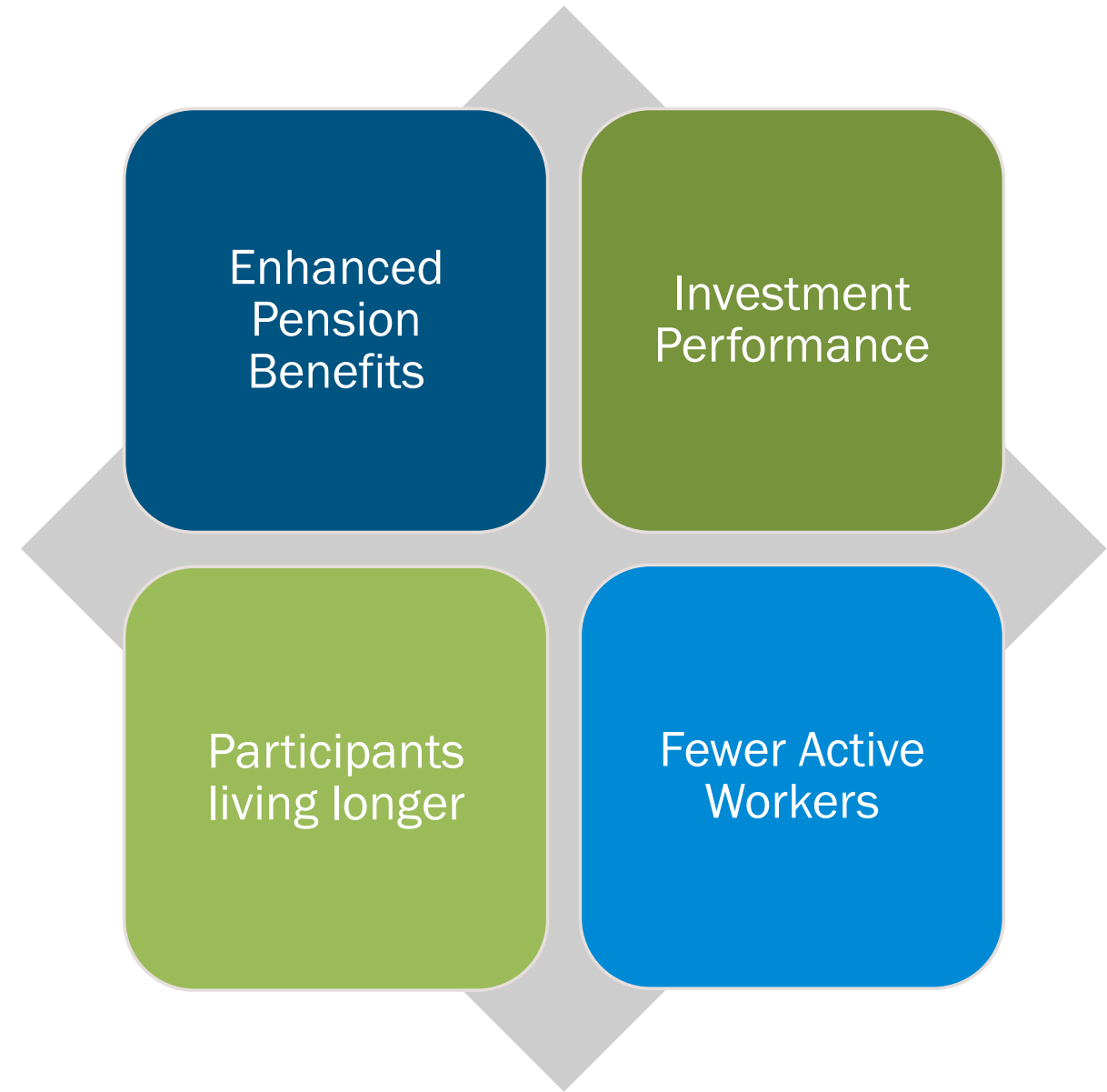
**71.6%**

2022

**89.6%**

# Pension Cost Increase Drivers

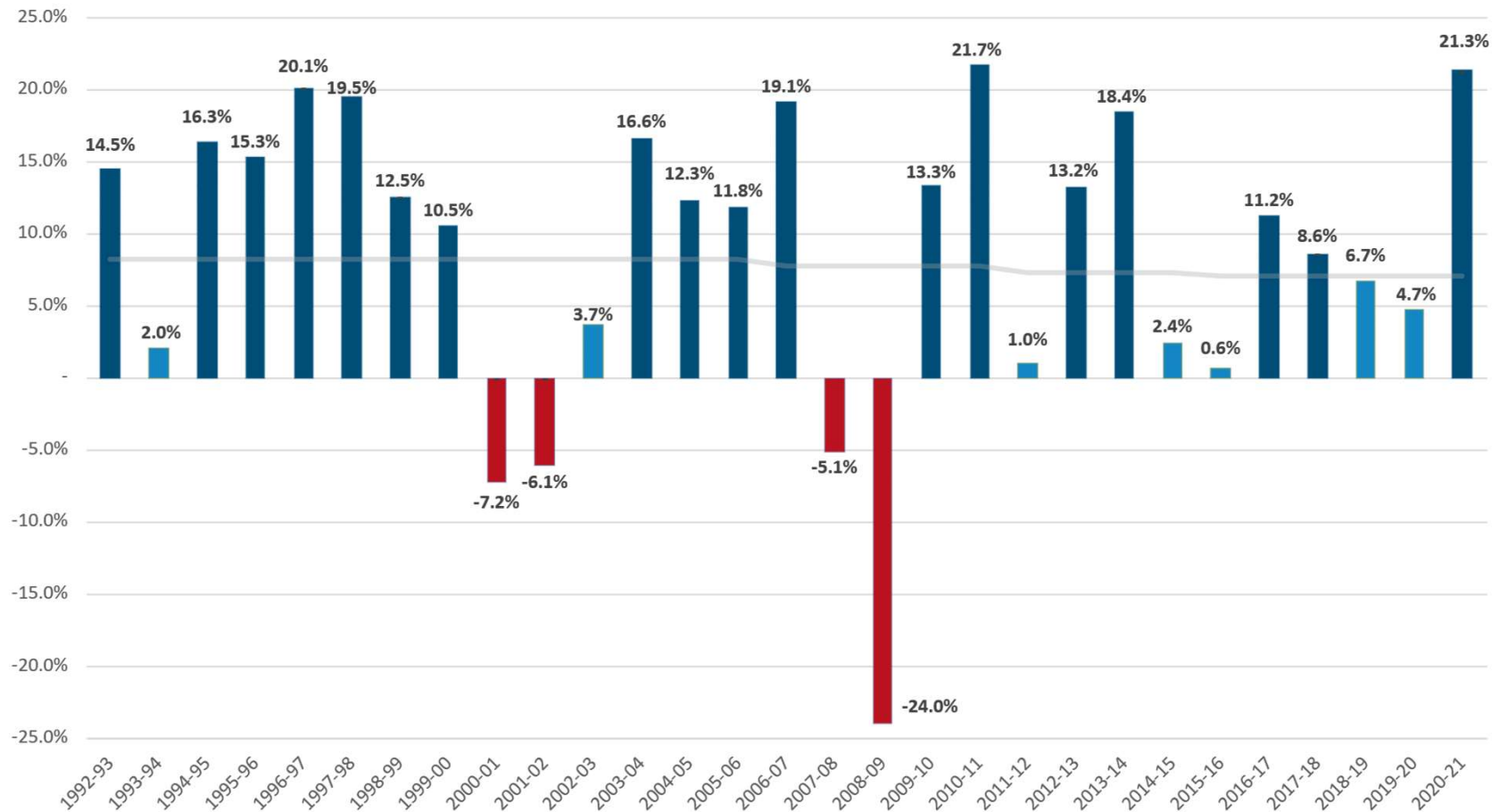
- Enhanced Pension Benefits (SB 400 / AB 616)
- Investment Performance vs Overly Optimistic Return Expectations
- People Living and Drawing Pensions Longer
- Fewer Active Workers for Each Retiree
- CalPERS Assumption Changes
  - Discount rate reduction
  - Actuarial Amortization Policy
  - Mortality rates



# Investment Risk and Returns

CalPERS Historical Average Rates of Return through 2019-20:

Past: 5 years – 10.5%    10 years – 8.8%    20 years – 7.6%    30 years – 8.8%



2050: 55% of pension benefits funded by investment returns

CalPERS manages pension investments

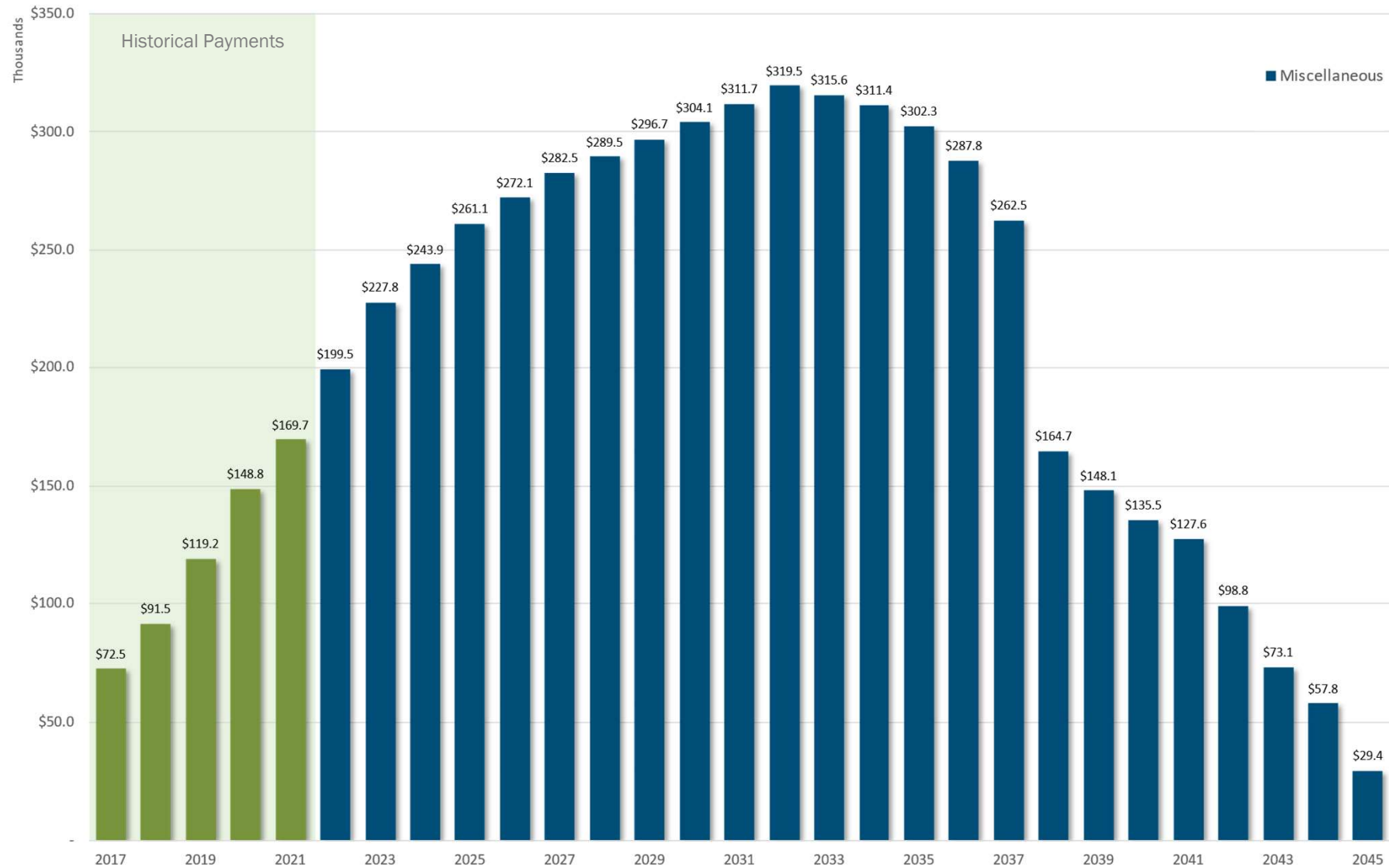
**District bears all investment risk**

Failure by CalPERS to achieve target investment returns does not relieve District from pension benefit guarantees to employees and retirees

Lower returns => higher UAL and higher pension payments by District

# Where Things Currently Stand

Current UAL Amortization Schedule



06/30/2020 Actuarial Valuation

INCLUDES:

- UAL Payments Only

DOES NOT INCLUDE:

- Misc – Normal Cost (11.6% of salaries)

As of 2020

Principal **\$2.9M**

Interest **\$2.2M**

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Total Due **\$5.1M**

# Pension Strategy Objectives

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Pension costs cannot be viewed in a vacuum

Strategy must incorporate reserves, cash flow constraints, policy objectives, and current political dynamics

- Normal Cost - can only be reduced thru labor practices
- UAL Payments – can be reduced thru multiple strategies

Two approaches to pension cost management:

## SHORT-TERM CASH FLOW MANAGEMENT

- Achieve budget predictability
- Extend UAL payments over longer term

## LONG-TERM COST MANAGEMENT

- Reduce overall interest cost for the District
- Prepay or accelerate UAL payments

# Pension Liability Management Policy

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The development of a robust Pension Liability Management Policy is one of the key building blocks to maintaining a healthy funding status for the District's pension plans.

- Establishes long-term targets for plan funding levels and a roadmap for annual review and action.
- Provides direction and prioritization for the use of surplus funds for developing, maintaining, and utilizing District reserves.
- Develops a comprehensive waterfall framework for current and future staff to manage reserves for current and future liability management.

# How We Can Help

- Step 1: Develop Pension Liability Management Plan/Policy
- Step 2: Implement Initial Pension Liability Management Initiatives
  - Additional Discretionary Payments Strategies and Calculations
- Step 3: Refunding Strategies and Debt Issuance Management
- Step 4: Provide On-Going Pension Liability Management Support
  - Review of Annual CalPERS Valuation Reports
  - Reserve Contribution Calculations
  - Additional Discretionary Payments Strategies and Calculations
  - Update Fee and Rate Studies to Reflect True Pension Costs



# QUESTIONS?

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Andrew Flynn

California Municipal Advisors LLC

(415) 310-1255

[andrew.flynn@calmuniadvisors.com](mailto:andrew.flynn@calmuniadvisors.com)

Cameron Weist

The Weist Law Firm

(831) 438-7900

[cameron@weistlaw.com](mailto:cameron@weistlaw.com)





# AGREEMENT FOR CONSULTING SERVICES

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**CALIFORNIA MUNICIPAL ADVISORS LLC**  
**AGREEMENT FOR CONSULTING SERVICES**

**THIS AGREEMENT** (the “Agreement”), made and entered into this \_\_\_th day of \_\_\_\_\_ 2021, by and between the Altadena Library District, a political subdivision, organized and existing under the Constitution and laws of the State of California, with its principal place of business at 600 E. Mariposa Street, Altadena, California 91001 (the “District”), and California Municipal Advisors LLC, a California Limited Liability Company, with its principal place of business at 20 South Santa Cruz Avenue, Suite 300, Los Gatos, CA 95030 (“CalMuni”), sets forth the terms and conditions under which CalMuni shall provide consulting services to the District.

**WHEREAS**, as a financial consultant and municipal advisor to cities and other local government agencies throughout the State of California, CalMuni regularly works with agencies to clarify and implement pension cost mitigation techniques and strategies (the “Cost Mitigation Strategies”) in relation to the Unfunded Accrued Liability (the “UAL”) associated with their respective CalPERS pension plans (the “Pension Plans”); and

**WHEREAS**, once the applicable Cost Mitigation Strategies have been determined and synthesized, CalMuni regularly assists public agencies with the development of a comprehensive pension management policy (the “Pension Management Policy”); and

**WHEREAS**, the District wishes to obtain the services of CalMuni to assist the District with development of a Pension Management Policy; and

**WHEREAS**, the District is also interested in exploring various refinancing alternatives available to the District pertaining to the UAL, and desires to have CalMuni assist with the development of a customized financing plan, including recommendations as to the method of sale, timing, sizing and structure of municipal debt obligations (the “Debt Obligations”) to be transacted based on optimized savings opportunities, projected cash flow requirements, bonding capacity, and targeted revenue / rate threshold (the “Financing Plan”); and

**WHEREAS**, CalMuni is duly licensed and has the necessary qualifications, experience, and personnel necessary to properly provide the Scope of Services attached hereto as Exhibit A (the “Scope of Services”); and

**WHEREAS**, the District desires to retain CalMuni to provide the Scope of Services; and

**WHEREAS**, the Board of Trustees, hereby authorizes the District Director to enter into this Agreement on behalf of the District; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, and intending to be legally bound hereby, the District and CalMuni agree as follows:

## **SECTION I. SCOPE OF SERVICES**

A. CalMuni shall provide the services described in Exhibit A to this Agreement (hereinafter referred to interchangeably as the “Services” or “Scope of Services”). Any material changes in or additions to the Scope of Services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by CalMuni which are not specifically referenced in the Scope of Services shall be completed as agreed in writing in advance between the District and CalMuni. Upon request of the District, CalMuni or an affiliate of CalMuni may agree to additional services to be provided by CalMuni or an affiliate of CalMuni, by a separate agreement between the District and CalMuni or its respective affiliate.

B. CalMuni shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. CalMuni shall provide corrective services without charge to the District for work which fails to meet these standards, and which is reported to CalMuni in writing within sixty (60) days of discovery.

C. The District shall cooperate with CalMuni and will furnish all information, data, records, and reports existing and available to the District to enable CalMuni to carry out work outlined in the Scope of Services. CalMuni shall be entitled to reasonably rely on information, data, records, and reports furnished by the District, however, the District makes no warranty as to the accuracy or completeness of any such information, data, records, or reports available to it and provided to CalMuni which were furnished to the District by a third party. CalMuni shall have a duty to bring to the District’s attention any deficiency or error it may discover in any information provided to CalMuni by the District or a third party.

D. CalMuni shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. The District shall furnish to CalMuni no facilities or equipment, unless the District otherwise agrees in writing to provide the same.

E. CalMuni shall, at CalMuni’s sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.

F. Upon the District’s request, CalMuni shall provide, in a form acceptable to the District, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to CalMuni’s performance of the Services.

## **SECTION II. WORK SCHEDULE**

The services of CalMuni are to commence as soon as practicable after the execution of this Agreement. CalMuni shall thereafter diligently perform the Services through to completion unless otherwise directed by the District or unless earlier terminated.

### **SECTION III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES**

A. CalMuni is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. This Agreement designates CalMuni as the District’s independent registered municipal advisor (“IRMA”) with regard to the attached Scope of Services for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA Exemption”). CalMuni shall not be responsible for, or have any liability in connection with, verifying that CalMuni is independent from any other party seeking to rely on the IRMA Exemption (as such independent status is required pursuant to the IRMA Exemption, as interpreted from time to time by the SEC). The District acknowledges and agrees that any reference to CalMuni, its personnel, and its role as IRMA, including in the written representation of the District required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by CalMuni. The District further agrees not to represent that CalMuni is the District’s IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the attached Scope of Services or without CalMuni’s prior written consent.

B. MSRB Rule G-42 requires that municipal advisors make written disclosures to its Districts of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in CalMuni’s Disclosure Statement delivered to the District together with this Agreement as Exhibit C.

### **SECTION IV. COMPENSATION**

A. For the Services provided under this Agreement, CalMuni’s professional fees shall be paid as provided in Exhibit B to this Agreement. Any services which are not included in the Scope of Services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

B. Invoice(s) in a format and on a schedule acceptable to the District shall be submitted to and be reviewed and verified by the District. The District shall notify CalMuni of exceptions or disputed items and their dollar value within fifteen (15) days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty (30) days after the invoice is received by the District.

C. CalMuni will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. CalMuni shall make available to the representative of the District all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon three (3) business days’ notice for a period of two (2) years from the date of final payment under this Agreement.

## SECTION V. TERM AND TERMINATION

A. Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on the following dates as to the scope of work set forth in the referenced exhibits unless extended by amendment or terminated earlier as provided herein.

<b>Exhibit</b>	<b>Termination</b>
A-I – Pension Management Policy Development	June 30, 2022
A-II - Annual Monitoring and Maintenance Services	June 30, 2027
A-III - Issuance of Debt Obligations	June 30, 2024
A-IV - Annual CDIAC Debt Transparency Reporting	June 30, 2027
A-V - MSRB Continuing Disclosure Compliance	June 30, 2027

B. The District may suspend this Agreement and CalMuni’s performance of the Services, wholly or in part, for such period as it deems necessary in the District’s sole discretion. CalMuni will be paid for satisfactory services performed through the date of suspension.

C. If CalMuni at any time refuses or neglects to perform its Services in a timely fashion or in accordance with the schedule identified in Exhibit A, or is declared bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without District’s consent, or fails to make prompt payment to persons furnishing labor, equipment, materials or services, or fails in any respect to properly and diligently perform its Services, or otherwise fails to perform fully any and all of the Agreements herein contained, this Agreement shall be terminated.

D. If CalMuni fails to cure the default within seven (7) days after written notice from the District, the District may, at its sole option, demand possession of any documents or other materials (in paper and electronic form) prepared or used by CalMuni in connection with the provision of Services and (1) provide any such work, labor, materials or services as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to CalMuni under this Agreement; or (2) terminate this Agreement.

E. This Agreement and all Services to be rendered under it may be terminated upon ten (10) days written notice from either party, with or without cause. In the event District elects to terminate this Agreement, CalMuni shall be paid for all services rendered, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. This continuing right to receive full compensation shall survive the term of this Agreement.

## SECTION VI. ASSIGNMENT

CalMuni shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the District.

## **SECTION VII. INFORMATION TO BE FURNISHED TO AND BY CALMUNI**

A. All information, data, reports, and records (“Data”) in the possession of the District or any third-party agent to the District necessary for carrying out any services to be performed under this Agreement shall be furnished to CalMuni, and the District shall cause its agent(s) to cooperate with CalMuni in its conduct of reasonable due diligence in performing the services.

B. Unless otherwise provided for herein, all documents, materials, data, computer data files, basis for calculations, and reports originated and prepared by CalMuni under this agreement shall be and remain the property of the District for its use in any manner it deems appropriate. CalMuni agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the District and waives and relinquishes all claims to copyright or intellectual property rights in favor of the District. CalMuni shall deliver the work product to the District in the PDF format electronically. CalMuni shall use all reasonable efforts to ensure that any electronic files provided to the District will be compatible with the District’s current computer hardware and software. CalMuni makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the District at the commencement of this Agreement. CalMuni shall be permitted to maintain copies of all such data for its files. The District acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Services and, should the District use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to CalMuni, CalMuni makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Services and shall have no liability or responsibility whatsoever in connection with such use which shall be at the District’s sole risk. Any and all liability arising out of changes made by the District to CalMuni’s deliverables is waived against CalMuni unless the District has given CalMuni prior written notice of the changes and has received CalMuni’s written consent to such changes.

C. To the extent the District requests that CalMuni provide advice with regard to any recommendation made by a third party, the JPA will provide to CalMuni written direction to do so as well as any Data it has received from such third party relating to its recommendation. The District acknowledges and agrees that while CalMuni is relying on the Data in connection with its provision of the services under this Agreement, CalMuni makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

D. In the course of performing services under this Agreement CalMuni may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the District. Should CalMuni undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Services, it is expressly agreed by CalMuni that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of the District’s other clients, or to any other third party, without the District’s prior express written consent.

## **SECTION VIII. NOTICES**

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit:

*Altadena Library District*

600 E. Mariposa Street, Altadena, California 91001  
Attention: District Director

*California Municipal Advisors LLC*

20 South Santa Cruz Avenue, Suite 300  
Los Gatos, CA 95030  
Attention: Andrew Flynn

## **SECTION IX. LIMITATION OF LIABILITY**

Except to the extent caused by willful misconduct, bad faith, negligence, or reckless disregard of obligations or duties under this Agreement on the part of CalMuni or any of its associated persons, neither CalMuni nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from the District's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of CalMuni or any of its associated persons, upon any advice or recommendation provided by CalMuni to the District.

## **SECTION X. INDEMNIFICATION**

To the fullest extent allowed by law, CalMuni shall indemnify, defend with counsel acceptable to the District, and hold harmless the District and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, suits, actions, arbitrations proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, taxes, expenses and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of CalMuni's performance of the Services, its misclassification of its employees (as independent contractors) who provide services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, except to the extent such Liability caused by the sole negligence or willful misconduct of the District or its officers, officials, employees, agents or volunteers.

CalMuni's obligation to defend and indemnify shall not be excused because of CalMuni's inability to evaluate Liability or because CalMuni evaluates Liability and determines that CalMuni is not liable to the claimant. CalMuni must respond within thirty (30) days to the tender of any claim for defense and indemnity by the District, unless this time has been extended by the District. If CalMuni fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any

other remedy authorized by law, so much of the money due CalMuni under and by virtue of this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the claim or suit for damages, or until CalMuni accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against CalMuni, CalMuni waives any and all rights of any type to express or implied indemnity against the Indemnitees.

If any term of portion of this section is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, said section shall be interpreted to allow the broadest indemnity permitted by law.

This obligation to defend and indemnify the District set forth here is binding on the successors, assigns or heirs of CalMuni and shall survive the termination or completion of this Agreement or this section or final payment to the fullest extent and duration allowed by law.

## **SECTION XI. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY**

A. CalMuni, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of the District by virtue of this Agreement or any actions or services rendered under this Agreement. This Agreement shall not be construed as an agreement for employment. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy, or claim under or in respect of this Agreement or any provisions contained herein.

B. CalMuni acknowledges that CalMuni: (1) is free from the control and direction of the District in connection with the performance of the Services; (2) performs Services outside the usual course of the District's business; and (3) is customarily engaged in an independently established trade, occupation, or business of the same nature as CalMuni performs for the District, and has the option to perform such work for other entities. CalMuni shall have no authority to contract for or otherwise bind the District.

## **SECTION XII. DISPUTE RESOLUTION**

A. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty (30) days after



issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the District of Santa Clara.

B. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

### **SECTION XIII. APPLICABLE LAW**

This Agreement shall be construed, enforced, and administered according to the laws of the State of California. CalMuni and the District agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

### **SECTION XIV. ENTIRE AGREEMENT; SEVERABILITY**

This Agreement represents the entire agreement between the District and CalMuni and may not be amended or modified except in writing signed by both parties. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

### **SECTION XV. EXECUTION; COUNTERPARTS**

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

*[Signature Page to Follow on Next Page]*

IN WITNESS THEREOF, the District and CalMuni have executed this Agreement as of the day and year herein above written.

**Altadena Library District**

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

Name:

Title:

**CALIFORNIA MUNICIPAL ADVISORS LLC**

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

Name: Andrew Flynn

Title: Managing Director

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **A-I. Pension Management Policy Development.**

Policy Development services shall include:

- Attend meetings and/or conference calls with the District Board of Trustees (the “Board of Trustees”), staff, District Counsel, and other as requested by the District to provide information through presentations and general discussions pertaining to the existing Altadena Library District CalPERS pension plans.
- Work closely with staff to identify pension liability management tools (as covered in the initial presentation).
- Determine preferred pension liability management scenarios and determine key variables (e.g., desired pension plan funding levels, target reserve levels, priorities for immediate vs. overall cash flow savings, etc.).
- Based upon Board of Trustees direction in coordination with staff, prepare a draft Pension Management Policy for Board consideration and approval.

#### **A-II. Annual Monitoring and Maintenance Services.**

CalMuni will provide annual pension policy monitoring and maintenance services to the District, including the review of the District’s Pension Management Policy, review of the most recent CalPERS Valuation Report, review of the 115 Trust and other Pension Reserve Funds, review of other relevant financial and operational data.

Based upon our review of all relevant data, CalMuni will produce a detailed “Pension Policy Compliance Report” that, among other things, (i) estimates the upcoming CalPERS UAL bases (i.e., the increase or decrease in UAL debt for the ensuing Fiscal Year), (ii) updates available fund balances that have been pledged or set-aside (such as 115 Trust monies or other pension stabilization funds or reserves established pursuant to the Pension Management Policy) to make discretionary payment to your Pension Plans, (iii) reviews the Pension Management Policy for compliance as well as opportunities to further mitigate Pension Plan costs, and (iv) concludes with specific recommendations.

#### **A-III. Issuance of Debt Obligations.**

Should the Issuance of a Debt Obligation be deemed appropriate by the District, CalMuni will provide debt issuance advisory services including the creation of the Financing Plan, development of a pricing strategy, management of the financing schedule and coordination of required pre-and-

post sale documentation. As municipal advisor, CalMuni will successfully perform the following duties on behalf of the District, as required:

- *Financing Schedule.* Manage the financing process and coordinate activities of financing team members. Prepare a schedule of activities and ensure the financing is completed in a timely manner.
- *Method of Sale, Timing, Sizing and Structure of Debt Obligations.* Assist the District in creating a customized Financing Plan for the Debt Obligations including method of sale (private placement vs. public offering), timing, sizing, and structure.
  - a. *Method of Sale.* Advise as to the appropriate method of sale for the Debt Obligations.
  - b. *Assist in the Preparation of Lender Request for Proposals.* If private placement is determined the best method of sale, assist the District (and any placement agent) with the preparation and distribution of Request for Proposals to banks and assist the District with analysis the responses of the responding banks.
  - c. *Timing of Issuances.* Advise as to the timing for each series of Debt Obligations to be sold based upon the District's historical and projected revenues and expenses, market interest rate environment, and other factors.
  - d. *Sizing of Issues.* Advise as to the sizing of the Debt Obligations to be sold based on the nature of the financing, federal tax law limitations, state regulatory restrictions, targeted tax rates, goals of the financing program, and other matters.
  - e. *Structure of Debt Obligations.* Advise as to the repayment structure of the Debt Obligations to be sold based on targeted tax rates, impact on interest costs, prudent debt management practices, and other considerations.
- *Rating Agency Preparation.* Prepare the rating strategy and rating agency credit presentation to optimize the credit rating assigned to the Debt Obligations, if applicable.
- *Evaluation of Credit Enhance Opportunities.* Evaluate potential cost effectiveness of credit enhancement options.
- *Lender/Underwriter Due Diligence Assistance.* Assist the District in providing due diligence information requested by lenders/underwriters, as applicable.
- *Authorizing Documentation.* Provide bond counsel with information necessary for the preparation of authorizing documentation. Review authorizing documentation prior to their approval.
- *Review of Debt Policy.* Review and provide any necessary updates to the District's debt policy to ensure compliance with SB 1029 prior to issuance.

- *Board Presentations.* Assist District in presenting all related financing matters to the Board of Trustees, as requested.
- *Pricing Strategy.* CalMuni will assist the District throughout the sales negotiation process with the Underwriter / Placement Agent.
  - a. Advise the District on the propriety of the Underwriter's or Placement Agent's proposed pricing and compensation relative to the current market conditions;
  - b. Negotiate to provide the lowest available rates and costs to the District;
  - c. Provide the District with a pricing analysis of proposed financing alternatives; and
  - d. Provide quantitative schedules showing the results of the final pricing.
- *Closing Documentation.* Review closing documents and otherwise assist in the closing of the transaction.

#### **A-IV. Annual CDIAC Debt Transparency Reporting (SB 1029)**

In the case of financing transactions, Effective January 1, 2017, state and local issuers are required to submit an annual debt transparency report for any issue of debt for which they have submitted a Report of Final Sale to CDIAC during the reporting period. The annual debt transparency report is due to CDIAC no later than January 31st of each year (beginning January 31, 2018) for any debt outstanding at any point during the prior fiscal year. At a minimum, the annual debt transparency report will require issuers to include:

- Debt authorized during the reporting period, which shall include:
  - Debt authorized at the beginning of the reporting period
  - Debt authorized and issued during the reporting period
  - Debt authorized but not issued at the end of the reporting period
  - Debt authority that has lapsed during the reporting period
- Debt outstanding during the reporting period, which shall include the following:
  - Principal balance at the beginning of the reporting period
  - Principal paid during the reporting period
  - Principal outstanding at the end of the reporting period
- The use of proceeds of issued debt during the reporting period, which shall include the following:
  - Debt proceeds available at the beginning of the reporting period
  - Proceeds spent during the reporting period and the purposes for which it was spent
  - Debt proceeds remaining at the end of the reporting period

CalMuni will work with the District to complete the Annual Debt Transparency reports and submit them on behalf of the District.

#### **A-V. MSRB Continuing Disclosure Compliance (Rule 15c2-12)**

If the District chooses to publicly offer bond transactions, required annual continuing disclosure reports (“Annual Reports”) must be filed on the Electronic Municipal Market Access (“EMMA”) system. Each obligation has distinct disclosure requirements. The primary reporting requirements generally include the filing of:

- Audited financial statements
- Other financial information and operating data
- Other material information
- Notices of Significant Events

CalMuni will provide the following services:

- Prepare Annual Reports
- Supervise and direct the District on issues related to its disclosure obligations
- Notify the District of pending due dates
- Assist in the tracking of rating changes and other Significant Events
- Prepare Significant Events notices, as necessary
- Post Annual Reports, notices, and other required documentation to EMMA

**EXHIBIT B**  
**COMPENSATION FOR SERVICES**

For the Services described in Section A-I (Pension Management Policy Development) of Exhibit A, CalMuni will be compensated on a time and materials basis, not to exceed total budget, as shown below. The invoices and additional documentation requested by District, as applicable, will be submitted to the District monthly.

In no case shall the total compensation under this Agreement exceed the “not-to-exceed” amount specified below without prior written authorization of the District Director or other authorized officer.

If there are material changes to the Scope of Services, a revised budget may be determined by mutual written agreement between CalMuni and the District.

<b>Task</b>	<b>Description</b>	<b>Hours [1]</b>	<b>Amount @ \$285/hr [1]</b>
1	Pension Management Policy Development	15	\$4,275
2	Pension Management Presentations	<u>5</u>	<u>\$1,425</u>
<b>TOTAL</b>		<b>20</b>	<b>\$5,700</b>

[1] Time and cost are estimates and will vary. Billings will be done on a T&M basis for actual amount of time required, not to exceed the total amount shown.

For the Services described in Section A-II (Annual Monitoring and Maintenance Services) of Exhibit A, CalMuni will be compensated on the basis an annual flat fee of \$1,750, plus reasonably incurred out of pocket expenses, including travel, conference calls, printing, data services, and other reimbursable expenses not to exceed \$1,150. The invoice for these services will be submitted upon release of the Pension Policy Compliance Report.

For the Services described in Section A-III (Issuance of Debt Obligations) of Exhibit A, CalMuni will be compensated on a contingent (i.e., only if Debt Obligations successfully issued) basis a flat fee of \$35,000 for private placements and \$45,000 for public offerings, plus reasonably incurred out of pocket expenses, including travel, conference calls, printing, data services, and other reimbursable expenses not to exceed \$2,150. All fees and expenses associated with the issuance of debt Obligations shall be paid from the proceeds of such Debt Obligations.

For the Services described in Section A-IV (Annual CDIAC Debt Transparency Reporting) of Exhibit A, CalMuni will be compensated on the basis an annual flat fee of \$450 per annual transaction report, plus reasonably incurred out of pocket expenses, including printing, data services, and other reimbursable expenses not to exceed \$250. The invoice for these services will be submitted upon completion and submission of the Report to CDIAC.

For the Services described in Section A-V (Annual CDIAC Debt Transparency Reporting) of Exhibit A, CalMuni will be compensated on the basis an annual flat fee of \$1,250 per annual transaction report, plus reasonably incurred out of pocket expenses, including printing, data services, and other reimbursable expenses not to exceed \$500. The invoice for these services will be submitted upon completion and submission of the reports to the MSRB.



## EXHIBIT C

### DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION CALIFORNIA MUNICIPAL ADVISORS LLC

#### I. Introduction

California Municipal Advisors LLC (hereinafter, referred to as “CalMuni”) is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). CalMuni employs a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

#### *How We Identify and Manage Conflicts of Interest*

**Code of Ethics.** CalMuni requires all of its employees to conduct all aspects of our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and our clients.

**Policies and Procedures.** CalMuni has adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allow us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to our analysis of potential conflicts of interest.

**Supervisory Structure.** CalMuni has both a compliance and supervisory structure in place that enables us to identify and monitor employees’ activities, both on a transaction and firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows us to evaluate any situations that may be an actual or potential conflict of interest.

**Disclosures.** CalMuni will disclose to clients those situations that it believes would create a material conflict of interest, such as:

1. any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work of CalMuni;
  2. any payment made to obtain or retain a municipal advisory engagement with a client;
  3. any fee-splitting arrangement with any provider of an investment or services to a client;
  4. any conflict that may arise from the type of compensation arrangement we may have with a client;
- and

5. any other actual or potential situation that CalMuni is or becomes aware of that might constitute a material conflict of interest that could reasonably be expected to impair our ability to provide advice to or on behalf of clients consistent with regulatory requirements.

If CalMuni identifies such situations or circumstances, we will prepare meaningful disclosure describing the implications of the situation and how we intend to manage the situation. CalMuni will also disclose any legal or disciplinary events that are material to a client's evaluation or the integrity of our management or advisory personnel. CalMuni will provide this disclosure (or a means to access this information) in writing prior to starting our proposed engagement and will provide such additional information or clarification as the client may request. CalMuni will also advise clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, its plan to manage that situation, and any additional information such client may require.

## **II. General Conflict of Interest Disclosures**

### *Disclosure of Conflicts Concerning the Firm's Affiliates*

CalMuni's affiliates offer a wide variety of financial and legal services, and our clients may be interested in pursuing an affiliate's services separately. The affiliate's business with the client could create an incentive for CalMuni to recommend a course of action designed to increase the level of the client's business activities with the affiliate or to recommend against a course of action that would reduce the client's business activities with the affiliate. In either instance, CalMuni may be perceived as recommending services for a client that are not in the best interests of our clients, but rather are in our interests or the interests of our affiliates. Accordingly, CalMuni mitigates any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, CalMuni receives no compensation from its affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, we require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

### *Disclosure of Conflicts Related to the Firm's Compensation*

From time to time, CalMuni may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since we may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, CalMuni may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest if the transaction ultimately requires less work than contemplated and we are perceived as recommending a more economically friendly pay arrangement. Finally, CalMuni may contract with clients on an hourly fee basis. If CalMuni and the client do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as we would not have a financial incentive to recommend an alternative that would result in fewer hours. CalMuni manages and mitigates all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction

or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives, and financial circumstances.

#### *Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients*

CalMuni regularly provides financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees our engagement with any other particular client as a conflict, we will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes a "firewall" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, we will withdraw from the engagement.

#### *Disclosure Related to Legal and Disciplinary Events*

As registered municipal advisors with the SEC and the MSRB, pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, our legal, disciplinary and judicial events are required to be disclosed on our forms MA and MA-I filed with the SEC, in 'Item 9 Disclosure Information' of form MA, 'Item 6 Disclosure Information' of form MA-I, and if applicable, the corresponding disclosure reporting page(s). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access CalMuni filed forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed.

### **III. Specific Conflicts of Interest Disclosures – Client**

The principal of Weist Law LLP ("WeistLaw"), Cameron Weist, is also a principal of CalMuni. We do not believe that this dual representation creates a conflict because the California Rules of Professional Conduct governing the ethical standards imposed on lawyers are aligned with and equal or exceed the fiduciary duties imposed on municipal advisors, and also because CalMuni receives no compensation from WeistLaw, or vice versa, and both firms are independently engaged under separate contracts which have been vetted in light of various factors, including the client's needs, objectives and legal and financial circumstances, to ensure that each such client has made an independent, informed, evaluation of the type and quality of services offered by each entity. If you believe this creates a conflict, please do not sign this Agreement.

To our knowledge, following reasonable inquiry, we are not aware of any other actual or potential conflict of interest that could reasonably be anticipated to impair our ability to provide advice to or on behalf of the Client in accordance with applicable standards of conduct of MSRB Rule G-42.



**BOARD OF LIBRARY TRUSTEES  
AGENDA ITEM VIII.B. REPORT FOR FEBRUARY 2022**

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

**MEETING DATE:** February 28, 2022

**PREPARED BY:** Nikki Winslow

**LOCATION:** Virtual Meeting

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**BACKGROUND:** The Proposed Budget Amendments reports present District revenues and expenses during the first six months of the fiscal year (July-December 2021) with proposed amendments to originally adopted budgets by funding source. Attached reports outline District performance through December 2021 of the fiscal year, the originally adopted budget, proposed amendments to the adopted budget as well as Year-To-Date (YTD) progress of actual performance to the proposed amended budget.

**REPORT HIGHLIGHTS:**

**GENERAL FUND**

- **Line 2 Property Taxes & Assessments** – increased to reflect actual taxes and assessments levied as of December 2021.
- **Line 3 Fines & Fees** – decreased mainly due to decreased passport operating activity.
- **Line 5 Other Revenues** – decreased due to lower credit card rebates estimated.
- **Line 6 Transfer In From Capital** – increased by the amount expected to be repaid from the Capital Fund after CFD bond proceeds are received.
- **Line 11 Salaried** – increased due to a shift in personnel structure between salaried and hourly employees.
- **Line 12 Hourly** – decreased due to a shift in personnel structure between salaried and hourly employees.
- **Line 15 Health Insurance Employee** – decreased due to various position vacancies experienced during the fiscal year.
- **Line 18 Vision Insurance** – increased to reflect accurate cost of insurance.
- **Line 19 Life Insurance** – decreased to reflect accurate cost of insurance.
- **Line 20 Workers' Compensation** – increased due to billing incurred for prior year payroll reconciliation costs.
- **Line 21 CalPERS Retirement (Normal Costs)** – decreased due to various position vacancies experienced during the fiscal year.
- **Line 22 Payroll Taxes (District Paid)** – decreased due to various position vacancies experienced during the fiscal year.
- **Line 27 Insurance (Liability, Earthquake)** – increased to reflect actual cost of annual policy.
- **Line 28 Utilities** – increased due to higher costs for electricity and other utilities.
- **Line 29 Fees** – increased due to outsourcing human resources services through Paychex Flex.
- **Line 30 Other Operating** – increased due to higher costs for copier equipment leasing than originally anticipated.

- **Line 31 Facilities, Grounds & Maintenance** – increased due to updates in janitorial services provided through Verde Facilities.
- **Line 32 Structures & Improvements** – reduced by \$15K as all major structures and improvements future spending will be funded through CFD Bond proceeds received in the Capital Fund.
- **Line 33 Equipment, Furniture & Fixtures** – reduced to a zero budget as no purchases are anticipated for the remainder of the fiscal year.
- **Line 34 Staff Development, Training & Travel** – reduced due to lower travel and training costs experienced due to circumstances surrounding the ongoing COVID-19 pandemic.
- **Line 35 Advertising & Marketing** – increased for additional recruitment costs as the District searches to fill vacant positions.
- **Line 36 Miscellaneous Expense** – increased to \$500 to allow for unexpected miscellaneous expenses that do not belong to another expense line item.
- **Line 39 Audit and Financial Consulting** – increased for additional finance services required throughout the fiscal year due to the vacant administrative manager position.
- **Line 40 Legal Fees** – decreased due to reduced legal services required during the fiscal year.
- **Line 44 Internet Service / E-Rate** – increased due to higher than expect costs for internet services.
- **Line 45 Technology Equipment** – decreased due to reduced technology equipment purchases.
- **Line 47 Technology Consulting** – reduced to zero due as technology consulting services are not anticipated for the remainder of the fiscal year.
- **Line 61 Total Library Materials** – individual budget line items within the Library Materials category have been re-allocated for specific department requirements. The overall net change in the category results in no increase or decrease to expenses.
- **Line 70 Volunteer Services** – reduced by \$500 due to less volunteer service activity due to the ongoing circumstances surrounding the COVID-19 pandemic.
- **Line 72 Transfer Out to Capital** – increased by the amount needed to supplement Capital Fund spending before CFD bond proceeds are received.
- **Line 73 Transfer Out to Reserves** – increased by the amount expected to be added to General Fund reserves after all amendments to the budget have been considered. The District anticipates that \$19,750 will be added to General Fund reserves at the end of Fiscal Year 2021/22.

### **DONATIONS & GRANTS FUND**

- **Line 6 Designated** – increased to reflect \$25.7K in ECF funding previously received from the State and \$250K in State funding to be received for purposes of expanding the District's footprint within the community. The \$250K will be used for the purchase of another mobile library unit as well as District vending machines to be placed around the community for access to various library materials.
- **Line 14 Equipment, Furniture & Fixtures** – increased by \$161K for library vending machines purchase and installation as well as \$51.5K for an additional mobile library unit.
- **Line 15 Facilities, Grounds & Maintenance** – increased by \$15K due to expected maintenance costs related to the newly acquired vending machines.
- **Line 16 Staff Recognition** – increased for additional staff recognition. This \$1K of funding was provided by the adjustment to Line 20 Mobile Library.

- **Line 20 Mobile Library** – reduced to fund budget amendments in Line 16 Staff Recognition and Line 25 Mobile Library Collection.
- **Line 25 Mobile Library Collection** – increased for additional materials for the mobile library unit. This \$3K of funding was provided by the adjustment from Line 20 Mobile Library.
- **Line 28 through Line 31** – these various information technology line items were adjusted to reflect expenses incurred with the use of ECF funding received by the State. This accounts for \$25.7K in funding mentioned in Line 6 Designated revenues.
- **Line 32 Website Development** – increased by \$20K for expenses related to District website development that will be paid for by State funding related to “expanding the District footprint” mentioned in Line 6 Designated revenues.

### **CAPITAL FUND**

- **Line 2 Transfer In From Reserves** – increased to reflect the actual amount of Capital Fund reserves expected to be used during Fiscal Year 2021/22.
- **Line 3 Transfer In From General** – increased to reflect the actual amount of Transfers In from General Fund reserves to be used before CFD bond proceeds are received.
- **Line 13 CFD Project Management** – increased to reflect additional project management services required during Fiscal Year 2021/22.
- **Line 15 Transfer Out To General** – increased to reflect the increased reserves borrowing to be paid back to the General Fund after CFD bond proceeds are received.

### **FISCAL IMPACT:**

The above changes result in a net zero impact to the District budget and restores \$19,750 to our General Fund reserve balance.

**STAFF RECOMMENDATION:** That the Board of Trustees approve the Mid-Year Proposed Budget Amendments for Fiscal Year 2021/22.

## FY 2021/22 Mid-Year Proposed Budget Amendments General Fund

	Dec 2021 YTD Actual	FY 22 Adopted Budget	Proposed Amendment	FY22 Amended Budget	YTD % Amended Budget
<b>1 REVENUES</b>					
2 Property Taxes & Assessments	\$ 3,759,784	\$ 3,748,200	40,600	\$ 3,788,800	99%
3 Fines & Fees	27,803	97,000	(43,000)	54,000	51%
4 Interest Income	2,241	4,400	-	4,400	51%
5 Other Revenues	5,732	62,000	(5,000)	57,000	10%
6 Transfer In from Capital	299,000	299,000	36,000	335,000	89%
<b>7 TOTAL REVENUES</b>	<b>4,094,560</b>	<b>4,210,600</b>	<b>28,600</b>	<b>4,239,200</b>	<b>97%</b>
<b>8 EXPENSES</b>					
<b>9 Salaries &amp; Benefits</b>					
<b>10 Wages</b>					
11 Salaried	414,113	808,500	236,500	1,045,000	40%
12 Hourly	493,171	1,246,200	(271,200)	975,000	51%
<b>13 Total Wages</b>	<b>907,283</b>	<b>2,054,700</b>	<b>(34,700)</b>	<b>2,020,000</b>	<b>45%</b>
<b>14 Benefits, Retirement &amp; Taxes</b>					
15 Health Insurance - Employee	64,735	158,400	(3,400)	155,000	42%
16 Health Insurance - Retiree	35,592	77,000	-	77,000	46%
17 Dental Insurance	6,740	14,500	-	14,500	46%
18 Vision Insurance	2,655	5,000	500	5,500	48%
19 Life Insurance	698	1,600	(100)	1,500	47%
20 Workers' Compensation	42,354	40,300	2,100	42,400	100%
21 CalPERS Retirement (Normal Costs)	66,058	150,600	(8,600)	142,000	47%
22 CalPERS UAL Minimum Payment	197,825	197,900	-	197,900	100%
23 Payroll Taxes (District-Paid)	64,137	164,200	(4,200)	160,000	40%
<b>24 Total Benefits, Retirement &amp; Taxes</b>	<b>480,794</b>	<b>809,500</b>	<b>(13,700)</b>	<b>795,800</b>	<b>60%</b>
<b>25 Total Salaries &amp; Benefits</b>	<b>1,388,077</b>	<b>2,864,200</b>	<b>(48,400)</b>	<b>2,815,800</b>	<b>49%</b>
<b>26 Operating Expenses</b>					
27 Insurance (Liability, Earthquake)	96,571	96,100	450	96,550	100%
28 Utilities	32,978	61,500	6,500	68,000	48%
29 Fees	48,776	54,200	12,100	66,300	74%
30 Other Operating	47,223	77,000	7,600	84,600	56%
31 Facilities, Grounds & Maintenance	47,550	53,000	45,500	98,500	48%
32 Structures & Improvements	7,509	25,000	(15,000)	10,000	75%
33 Equipment, Furniture & Fixtures	-	15,000	(15,000)	-	0%
34 Staff Development, Training & Travel	8,679	26,500	(7,400)	19,100	45%
35 Advertising & Marketing	4,175	9,000	1,500	10,500	40%
36 Miscellaneous Expense	250	-	500	500	50%
<b>37 Total Operating Expenses</b>	<b>293,711</b>	<b>417,300</b>	<b>36,750</b>	<b>454,050</b>	<b>65%</b>
<b>38 Professional Services</b>					
39 Audit and Financial Consulting	69,019	60,000	30,000	90,000	77%
40 Legal Fees	8,577	45,000	(25,000)	20,000	43%
41 Consultants - Other	6,225	30,000	2,000	32,000	19%
<b>42 Total Professional Services</b>	<b>83,821</b>	<b>135,000</b>	<b>7,000</b>	<b>142,000</b>	<b>59%</b>

## FY 2021/22 Mid-Year Proposed Budget Amendments General Fund

	Dec 2021 YTD Actual	FY 22 Adopted Budget	Proposed Amendment	FY22 Amended Budget	YTD % Amended Budget
<b>43 Information Technology (IT)</b>					
44 Internet Service / E-Rate	26,244	53,000	5,000	58,000	45%
45 Technology Equipment	18,409	35,000	(10,000)	25,000	74%
46 Technology Maintenance Fees	18,115	25,000	-	25,000	72%
47 Technology Consulting	-	17,000	(17,000)	-	0%
48 Telecommunications	4,408	9,500	-	9,500	46%
49 Website Development	52	500	-	500	10%
<b>50 Total Information Technology (IT)</b>	<b>67,228</b>	<b>140,000</b>	<b>(22,000)</b>	<b>118,000</b>	<b>57%</b>
<b>51 Library Materials</b>					
52 Books	62,665	130,000	5,000	135,000	46%
53 Downloadables	32,409	69,000	-	69,000	47%
54 DVD's & Videogames	5,712	33,000	(11,500)	21,500	27%
55 Electronic Databases / Subscriptions	23,756	17,000	9,500	26,500	90%
56 Periodicals	4,403	13,500	-	13,500	33%
57 Audio CD	4,824	8,000	-	8,000	60%
58 Purchase Suggestions	4,525	7,000	2,000	9,000	50%
59 Library of Things	1,850	6,000	-	6,000	31%
60 Mobile Library Collection	-	5,000	(5,000)	-	0%
<b>61 Total Library Materials</b>	<b>140,143</b>	<b>288,500</b>	<b>-</b>	<b>288,500</b>	<b>49%</b>
<b>62 Programs</b>					
63 Adult Services	-	15,000	-	15,000	0%
64 Mobile Library	-	-	-	-	0%
65 Summer Reading	-	-	-	-	0%
66 Youth Services	5,565	11,000	-	11,000	51%
67 Teen Services	1,821	6,000	-	6,000	30%
68 Bob Lucas Branch Services	2,789	5,700	-	5,700	49%
69 Literacy Services	-	-	-	-	0%
70 Volunteer Services	210	1,000	(500)	500	42%
<b>71 Total Programs</b>	<b>10,385</b>	<b>38,700</b>	<b>(500)</b>	<b>38,200</b>	<b>27%</b>
72 Transfer Out to Capital	299,000	299,000	36,000	335,000	89%
73 Transfer Out to Reserves	-	27,900	19,750	47,650	0%
<b>74 TOTAL EXPENSES</b>	<b>2,282,366</b>	<b>4,210,600</b>	<b>28,600</b>	<b>4,239,200</b>	<b>54%</b>
<b>75 NET REVENUES / (EXPENSES)</b>	<b>\$ 1,812,194</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	



## FY 2021/22 Mid-Year Proposed Budget Amendments Donations & Grants Fund

	Dec 2021 YTD Actual	FY 22 Adopted Budget	Proposed Amendment	FY22 Amended Budget	YTD % Amended Budget
<b>1 REVENUES</b>					
<b>2 Donations &amp; Grants</b>					
3 Altadena Library Foundation	\$ 30,000	\$ 30,000	\$ 4,000	\$ 34,000	88%
4 Friends of the Library	15,000	15,000	-	15,000	100%
5 CA Library Literacy Services	21,648	20,000	-	20,000	108%
6 Designated	25,712	-	275,800	275,800	9%
<b>7 Total Donations &amp; Grants</b>	<b>92,360</b>	<b>65,000</b>	<b>279,800</b>	<b>344,800</b>	<b>27%</b>
<b>8 TOTAL REVENUES</b>	<b>92,360</b>	<b>65,000</b>	<b>279,800</b>	<b>344,800</b>	<b>27%</b>
<b>9 EXPENSES</b>					
<b>10 Wages</b>					
11 Salaried	15,000	15,000	-	15,000	100%
<b>12 Total Wages</b>	<b>15,000</b>	<b>15,000</b>	<b>-</b>	<b>15,000</b>	<b>100%</b>
<b>13 Operating Expenses</b>					
14 Equipment, Furniture & Fixtures	-	-	212,500	212,500	0%
15 Facilities, Grounds & Maintenan	-	-	15,000	15,000	0%
16 Staff Recognition	3,119	4,000	1,000	5,000	62%
<b>17 Total Operating Expenses</b>	<b>3,119</b>	<b>4,000</b>	<b>228,500</b>	<b>232,500</b>	<b>1%</b>
<b>18 Programs</b>					
19 Youth Services	-	-	4,000	4,000	0%
20 Adult Services	8,957	10,000	-	10,000	90%
21 Mobile Library	5,860	16,000	(4,000)	12,000	49%
22 Summer Reading	2,661	15,000	-	15,000	18%
23 Literacy Services	3,425	5,000	-	5,000	68%
<b>24 Total Programs</b>	<b>20,902</b>	<b>46,000</b>	<b>-</b>	<b>46,000</b>	<b>45%</b>
<b>25 Library Materials</b>					
26 Mobile Library Collection	-	-	3,000	3,000	0%
<b>26 Total Library Materials</b>	<b>-</b>	<b>-</b>	<b>3,000</b>	<b>3,000</b>	<b>0%</b>
<b>28 Information Technology (IT)</b>					
29 Technology Consulting	1,800	-	1,800	1,800	100%
30 Internet Service / E-Rate	-	-	2,500	2,500	0%
31 Technology Equipment	19,628	-	19,600	19,600	100%
32 Technology Maintenance Fees	4,452	-	4,400	4,400	101%
33 Website Development	-	-	20,000	20,000	0%
<b>34 Total Information Technology (IT)</b>	<b>25,880</b>	<b>-</b>	<b>48,300</b>	<b>48,300</b>	<b>54%</b>
<b>35 TOTAL EXPENSES</b>	<b>64,902</b>	<b>65,000</b>	<b>279,800</b>	<b>344,800</b>	<b>19%</b>
<b>36 NET REVENUES / (EXPENSES)</b>	<b>\$ 27,458</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>

## FY 2021/22 Mid-Year Proposed Budget Amendments Capital Fund

	Dec 2021 YTD Actual	FY 22 Adopted Budget	Proposed Amendment	FY22 Amended Budget	YTD % Amended Budget
<b>1 REVENUES</b>					
2    Use of Capital Reserves	-	299,000	36,000	335,000	0%
3    Transfer In From General	299,000	299,000	36,000	335,000	89%
<b>4 TOTAL REVENUES</b>	<b>299,000</b>	<b>598,000</b>	<b>72,000</b>	<b>670,000</b>	<b>45%</b>
<b>5 EXPENSES</b>					
<b>6 Professional Services</b>					
7    Audit and Financial Consulting	11,088	15,000	-	15,000	74%
<b>8 Total Professional Services</b>	<b>11,088</b>	<b>15,000</b>	<b>-</b>	<b>15,000</b>	<b>74%</b>
<b>9 CFD Bond</b>					
10   CFD Bond Issuance Consulting	9,100	102,000	-	102,000	9%
11   CFD Administration	5,622	15,000	-	15,000	37%
12   CFD Banking Fees	-	7,000	-	7,000	0%
13   CFD Project Management	142,457	160,000	36,000	196,000	73%
<b>14 Total CFD Bond</b>	<b>157,179</b>	<b>284,000</b>	<b>36,000</b>	<b>320,000</b>	<b>49%</b>
15   Transfer Out to General	299,000	299,000	36,000	335,000	89%
<b>16 TOTAL EXPENSES</b>	<b>467,267</b>	<b>598,000</b>	<b>72,000</b>	<b>670,000</b>	<b>70%</b>
<b>17 NET REVENUES / (EXPENSES)</b>	<b>(168,267) \$</b>	<b>- \$</b>	<b>- \$</b>	<b>- \$</b>	<b>-</b>



**BOARD OF LIBRARY TRUSTEES  
AGENDA ITEM VIII.C. REPORT FOR FEBRUARY 2022**

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

**MEETING DATE:** February 28, 2022

**PREPARED BY:** Ashley Kilian

**LOCATION:** Virtual Meeting

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**TITLE:** Altadena Library District Land Acknowledgement.

**BACKGROUND:**

A land acknowledgment is a formal statement, a public recognition, of the Indigenous Peoples who have been dispossessed and displaced from their ancestral homelands and territories due to a variety of colonial and historical reasons. This statement acknowledges that an organization, a city, a park, or any other structure was built, and operates, on Indigenous Peoples' ancestral homelands.

Ensuring that a Land Acknowledgement is presented at official Board of Trustees meetings furthers the District's commitment towards advancing racial equity by fostering an environment that is aware and actively working towards integrating Indigenous People and their history of local lands into decision-making processes. In doing so, the District will be acknowledging the oppressive systems Indigenous people have experienced and continue to experience and will bring us in solidarity to break down those barriers and create a culture that celebrates and protects the heritage of Indigenous Peoples.

The Altadena Library District presents the attached Land Acknowledgment as Resolution 2022-02 to be implemented by the District's Directors, staff, and legislative bodies.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Staff recommends that the Board review and approve Resolution 2022-02 that establishes an official Altadena Library District Land Acknowledgement to be read aloud at the beginning of every meeting of the Altadena Library District's Board of Trustees, its committees and bodies.

**RESOLUTION NO. 2022-02**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALTADENA LIBRARY DISTRICT ESTABLISHING A LAND ACKNOWLEDGEMENT**

**WHEREAS**, The Altadena Library District (Library District) acknowledges that the Gabrielino Tongva are the original peoples of the Los Angeles County and the Library District is located on the stolen homelands of the Xaxaamonga (Hahamongna) tribal band; and

**WHEREAS**, The Library District acknowledges that the Gabrielino Tongva peoples have survived the brutalities of colonialism, genocide, displacement, enslavement, discrimination, racism, cultural and linguistic erasure, theft, forced assimilation, and other atrocities driven by local, federal, state government and non-Native peoples; and

**WHEREAS**, The Library District acknowledges that the gaps in history of the community is caused by colonization, and that Gabrielino Tongva peoples as original caretakers and storytellers of the traditional territory of Tovaangar have maintained balance with nature for millennia; and

**WHEREAS**, The Library District acknowledges that it is impossible to fully understand the history of Altadena without acknowledging, recording and understanding the traditional history and knowledge and practices of the Gabrielino Tongva people; and

**WHEREAS**, The Library District acknowledges that Gabrielino Tongva peoples are not a population of the past, but an important and active community in present-day Los Angeles County and beyond, whose ongoing exclusion and invisibility denied the greater Native American community's inclusion and respect in Altadena; and

**WHEREAS**, The Library District acknowledges that Altadena and the County of Los Angeles was founded on unceded territory, and that the existence of the Community and County on this land continues to contribute to the erasure and exclusion of the Gabrielino Tongva peoples, the American Indian community, and their history; and now therefore be it

**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 in this Resolution by this reference.

Section 2. Land Acknowledgement and Altadena Library District Commitment. The Altadena Library District and its Board of Trustees acknowledge the truth of the lands and peoples history is a human right and a demonstration of honor and respect for the contributions and sacrifices of the Gabrielino Tongva ancestors that inhabit and care for this land before us. The Altadena Library District will state the following land acknowledgement at the beginning of each board meeting:

The Altadena Library District acknowledges its presence on the traditional, ancestral, and unceded land of the Gabrielino Tongva peoples. Altadena is located on the stolen homelands of the Xaxaamonga (Hahamongna) tribal band. The traditional territory of the Gabrielino Tongva is referred to as Tovaangar, which includes the areas currently known as Los Angeles County, Riverside County, West San Bernardino County, parts of Orange County as well as the four southern Channel Islands.

Entities such as the U.S. government and non-Native settlers have subjected the Gabrielino Tongva peoples to historic and continuing injustices, including genocide, forced displacement, and cultural and linguistic erasure.

Altadena Library commits to learning, educating, and informing its staff and residents of present-day Altadena about the rich histories, vibrant communities, and culture of Gabrielino Tongva people, present and past.

The Library District's land acknowledgement is just the first step in acknowledging and honoring the land, culture, history, and contributions of the Gabrielino Tongva peoples throughout Los Angeles County.

Section 3. Policies for the Land Acknowledgement. The Directors, staff, and legislative bodies of the Altadena Library District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution with the following policies:

1. The Altadena Library District will develop a protocol for when or how an adapted version of this acknowledgement might be read at Department meetings and events both public and internally.
2. The Altadena Library District will establish a relationship with the Gabrielino Tongva peoples to engage in a meaningful consultation process to understand their unique needs, concerns, and knowledge as the original caretakers of Tovaangar.
3. The Altadena Library District will engage with the Los Angeles City/County Native American Indian Commission and other American Indian stakeholders to inform the public about American Indian resources available at the Library as well as elevate American Indian knowledge, concerns and expertise through materials, public programming, exhibits and displays both at the library and digitally.
4. The Altadena Library District will engage with the Gabrielino Tongva peoples, Los Angeles City/County Native American Indian Commission and other American Indian stakeholders to review library resources, identify those damaging to the image of the American Indian, educate staff about these discrepancies and promote resources that portray an accurate representation of American Indian culture, especially as it is related to the local community.

- 5. The Altadena Library District urges all boards and Commissions in Altadena to begin each meeting with a land acknowledgement.

PASSED AND ADOPTED by the Board of Trustees of the Altadena Library District, this 28<sup>th</sup> day of February, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Kameelah Waheed Wilkerson, Board Secretary

\_\_\_\_\_  
Rushmore Cervantes, Board President

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard Egger, General Counsel



**BOARD OF LIBRARY TRUSTEES  
AGENDA ITEM VIII.D. REPORT FOR FEBRUARY 2022**

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

**MEETING DATE:** February 28, 2022

**PREPARED BY:** Nikki Winslow

**LOCATION:** Virtual Meeting

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**TITLE:** Review and Approval of Request for Qualifications and Proposals for CEQA Services

**BACKGROUND**

Design is underway for the renovations of the Altadena Main Library and the Bob Lucas Memorial Branch Library. As the designs have developed, it has become clear that expansion of the Bob Lucas Branch is necessary to accommodate the programmatic needs of the library. Likewise, expansion of the Main Library is being explored in order to provide adequate community meeting space.

It was originally anticipated that these projects would qualify for Categorical Exemptions under the California Environmental Quality Act (CEQA), due to the minimal modification of the structures. While this is still a possibility, the Facilities Committee now feels it is prudent to engage a CEQA consultant to advise on the appropriate course of action for each renovation project, to conduct any necessary supporting studies, and to prepare any necessary documents.

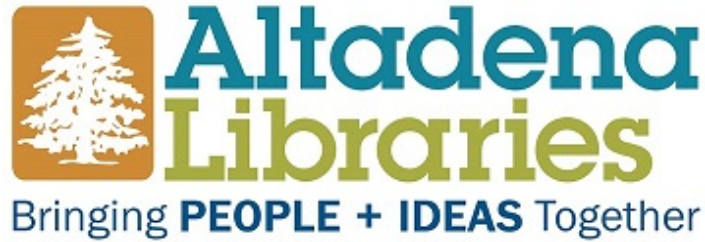
Accordingly, the Facilities Committee, including our Capital Project Management firm Rachlin Partners, have prepared the attached RFQ/P for CEQA Services.

**FISCAL IMPACT**

There is no fiscal impact of issuing an RFQ/P for CEQA Services. The responses to the RFQ/P will provide more information on the potential cost of the CEQA services for these projects.

**RECOMMENDATION**

Staff recommends that the Board authorizes the District Director to issue the RFQ/P for CEQA Services.



**REQUEST FOR  
QUALIFICATIONS AND  
PROPOSALS  
CALIFORNIA ENVIRONMENTAL  
QUALITY ACT (“CEQA”)  
SERVICES  
Altadena Library District**

**RFQ/P ISSUE DATE** March 1, 2022

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

**PROPOSAL DUE** March 22, 2022 by 5:00 PM

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

**CONTENTS**

Section I	Purpose of Request for Proposals and General Terms and Conditions
Section II	Schedule of Events
Section III	Scope of Work
Section IV	Evaluation and Award Criteria
Section V	Proposal Instructions, Format, and Submittal Requirements
Section VI	Cost Sheet
Attachment A	Professional Services Agreement Sample

Note: This RFQ/P does not constitute an order for the goods or services specified.



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

**1.0 PURPOSE OF REQUEST FOR PROPOSAL (RFQ/P)**

The Altadena Library District (ALD) is requesting submission of statement of qualifications and proposals from qualified firms to prepare the California Environmental Quality Act ("CEQA") clearance documentation and other CEQA consulting services as directed by the District for certain projects.

**1.1 QUESTIONS REGARDING THE RFQ/P**

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

**1.2 ERRORS AND OMISSIONS**

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

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

**1.3 ADDENDA**

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

**1.4 SUBMISSION OF PROPOSAL**

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

**1.5 PROPOSER'S COST**

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

**1.6 EXCEPTIONS**

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

**1.7 DELIVERY OF PROPOSALS**

All proposals must be submitted at: <https://www.bidnetdirect.com/california/ald> by not later than **March 22, 2022 at 5:00 pm**. The Altadena Library District assumes no responsibility for delay in delivery. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

**1.8 PROPOSALS BECOME THE PROPERTY OF ALTADENA LIBRARY DISTRICT**

Proposals become the property of Altadena Library District and information contained therein shall become public property subject to disclosure laws after Notice of Intent to Award. Altadena Library District reserves the right to make use of any information or ideas contained in the proposal.

**1.9 CONFIDENTIAL MATERIAL**

Proposer must notify Altadena Library District in advance of any proprietary or confidential material contained in the proposal and provide justification for not making such material public. Altadena Library District shall have sole discretion to disclose or not disclose such material subject to any protective order which Proposer may obtain.

**1.10 REJECTION OF PROPOSALS**

Altadena Library District may reject any or all proposals and may waive any deviation in a proposal. Altadena Library District's waiver of a defect shall in no way modify the RFQ/P documents or excuse the Proposer from full compliance with the specifications if they are awarded the contract. Proposals referring to terms and conditions other than Altadena Library District's terms and conditions may be rejected as being non-responsive.

Altadena Library District may make investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to Altadena Library District all such information and data for this purpose as requested by Altadena Library District. Altadena Library District reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy Altadena Library District that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work specified.

**1.11 CANCELLATION**

This solicitation does not obligate the Altadena Library District to enter into an agreement. Altadena Library District retains the right to cancel this RFQ/P at any time. No obligation, either expressed or implied, exists on the part of the Altadena Library District to make an award or to pay any cost incurred in the preparation or submission of a proposal.

## 1.12 **INSURANCE REQUIREMENTS**

The Altadena Library District requires a certificate of insurance prior to commencement of any work. An underwriter's endorsement is also required with additional insured verbiage.

**Commercial General Liability (CGL):** Insurance written on an occurrence basis to protect Proposer and the Altadena Library District against liability or claims of liability which may arise out of this order in the amount of One million (\$1,000,000) per occurrence and subject to an annual aggregate of One million (\$1,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**Vehicle Liability Insurance:** Proposer shall also procure and shall maintain during the term of this order vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than \$1,000,000 for each accident, and property damage insurance in an amount of not less than \$1,000,000.

**Workers' Compensation Insurance:** For all of Proposer's employees who are subject to this order and to the extent required by applicable state or federal law, Proposer's shall keep in full force and effect a Workers' Compensation policy. That policy shall provide a minimum of One million (\$1,000,000) of employers' liability coverage, and Proposer shall provide an endorsement that the insurer waives the right of subrogation against the Altadena Library District and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against the Altadena Library District by a bona fide employee of Proposer participating under this Agreement, Proposer agrees to defend and indemnify the Altadena Library District from such claim.

**Professional Liability:** For all of Proposer's employees who are subject to this order, Proposer shall keep in full force and effect Professional Liability coverage for professional liability with a limit of One Million (\$1,000,000) per claim and One Million (\$1,000,000) annual aggregate. Proposer shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the services under the Agreement; and (2) the policy will be maintained in force for a period of time defined above, there will be no changes or endorsements to the policy that increase the District's exposure to loss.

## 1.13 **DISPUTES/PROTESTS**

The Altadena Library District encourages Proposers to resolve issues regarding the requirements or the procurement process through written correspondence and discussions during the period in which clarifying addenda may be issued. The Altadena Library District wishes to foster cooperative relationships and to reach a fair agreement in a timely manner.

Proposers filing a protest must do so within five (5) calendar days after Notice of Intent to Award. The protesting Proposer shall submit a full and complete written statement detailing the facts in support of the protest. Protest must be sent by certified or registered mail or delivered in person to the District Director, or designee.

The Altadena Library District will provide a decision on the matter. The decision must be in writing and sent by certified or registered mail, faxed, or delivered in person to the protesting Proposer. The decision of Altadena Library District is final.

**1.14 AWARD CRITERIA**

Award, if any, will be to the Proposer whose proposal, in the sole discretion of the Altadena Library District, will best meet the needs of the Altadena Library District. Evaluation methodology and basis for award are described in Section IV – Evaluation and Award Criteria.

**1.15 CONTRACTUAL DOCUMENTS**

In the event of a conflict between documents the following order of precedence shall apply:

1. Altadena Library District Agreement
2. Altadena Library District Request for Proposal
3. Proposer's Proposal

**1.16 EXECUTION OF THE AGREEMENT**

The Agreement shall be signed by the Proposer and returned, along with the required attachments to the Altadena Library District within 10 working days. The period for execution may be changed by mutual agreement of the parties. Agreements are not effective until approved by the appropriate Altadena Library District officials. Any work performed prior to receipt of a fully executed Agreement shall be at Proposer's own risk.

**1.17 FAILURE TO EXECUTE THE AGREEMENT**

Failure to execute the Agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the successful Proposer refuses or fails to execute the Agreement, the Altadena Library District may award the Agreement to another Proposer.

**1.18 NON-ENDORSEMENT**

If a proposal is accepted, the Proposer shall not issue any news releases or other statements pertaining to the award or servicing of the agreement which state or imply Altadena Library District endorsement of Proposer's services.

**1.19 CONFLICT OF INTEREST**

The District may require a Statement of Economic Interests (Form 700) to be filed by any proposer who is involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any District financial interest [reference Government Code § 82019].

The District reserves the right to prohibit participation by the proposer in submitting a proposal for or providing services, goods or supplies, or any other related action, which is required, suggested or otherwise deemed appropriate in the end product of this contract.

**SECTION II  
SCHEDULE OF EVENTS**

Release of Request for Proposal	March 1, 2022
Last Day for Submission of Questions	March 15, 2022
District Response to Questions	March 18, 2022
Deadline for Receipt of Proposals	March 22, 2022
Evaluation and Optional Interview if Required	March 24, 2022
Selection made	March 25, 2022
Tentative Start Date	April 11, 2022

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

## **SECTION III SCOPE OF WORK**

### **3.0 THE COMMUNITY**

Altadena Library District (the District) is a small public agency organized under the Education Code of the State of California. A California Special District, The District is a public library system that operates two libraries serving the approximately 43,000 residents of Altadena. The District collaborates with its community to create environments for learning and inspiration, serves as a community center, and brings residents together to share the unique history of Altadena and the San Gabriel Valley.

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

### **3.1 PROJECT DESCRIPTION**

#### ***Bob Lucas Memorial Branch Renovation***

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

Planned improvements include an expansion of the building footprint and reconfiguration of all interior spaces to improve function and flow. In addition to interior upgrades to all the existing spaces, the project is planned to include a new exterior reading court with landscaping, a water feature, shade structures, and seating options.

#### ***Altadena Main Library Renovation***

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

Planned improvements include the reconfiguration of all interior spaces to improve function and flow, as well as limited expansion of the building footprint. The improvements will include reconfiguration of the building's rear parking lot entrance and vertical circulation core to provide enhanced wayfinding and access to all levels.

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

### **3.2 SCOPE OF WORK**

The scope of services is to provide CEQA services related to the Altadena Main Library and Bob Lucas Memorial Library construction projects. Services, although not all-inclusive, may include:

- The Consultant shall be the District's advisor regarding the Projects' compliance with CEQA.
- The Consultant shall be responsible for ensuring that the District complies with CEQA's procedural requirements including, without limitation, all required notices.
- The Consultant shall coordinate its work with the District's other consultants.
- The Consultant shall assist the District with responding to public comments concerning the environmental impacts of the Project.
- The Consultant shall assist the District with CEQA related public hearings and meetings, which may require the Consultant's attendance and participation.
- The Consultant shall prepare documents necessary for the Project to comply with CEQA and shall prepare documents that facilitate CEQA compliance.

### **3.3 MEETINGS**

Consultant will attend meetings requested by and or approved by the District on an hourly basis.

### **3.4 PAYMENT OF INVOICE**

Payment shall be made monthly upon the receipt and acceptance of an invoice and a detailed time log of work performed. The time log shall indicate the on-site and off-site service hours performed by date, deliverable and the name of the individual performing the services. All other expenses shall be approved by the District before they are incurred.

## SECTION IV EVALUATION AND AWARD CRITERIA

### 4.0 **EVALUATION METHOD**

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

### 4.1 **EVALUATION CRITERIA**

Evaluation and award will be based on factors that are not limited to acquisition cost. These factors may include, but are not limited to:

- a. Experience/Past Performance/References** - Consideration will be given based upon the firm's experience, years in business, past and current client references; technical expertise and professional competence in areas directly related to this RFQ/P; number of years of experience in performing similar work. Proposer shall include five (5) external client references from clients who received similar services to those proposed for this solicitation.
- b. Personnel** - Proposer shall submit resumes of all primary professional staff members who will be performing services under the contract. Proposer should demonstrate that all key personnel have been successfully involved with projects of similar scope and magnitude.
- c. Proposer Qualifications** - This category will evaluate the proposer's ability to take upon itself the responsibilities set forth in the Scope of Work and produce the required outcome in a timely manner. Consideration will be given for the overall quality of the proposal, including a demonstrated understanding of the purpose, scope and objective of the services to be performed. It is the intention of the Altadena Library District to award a contract to the Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience and ability to enable the Proposer to execute the work successfully and properly, and to complete services in a timely manner. To determine the degree of responsibility to be credited to the Proposer, the Altadena Library District will weigh the evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.
- d. Cost** - As reflected herein, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the District. After evaluating the proposals and discussing them further with the finalists or the tentatively selected Proposer, the District reserves the right to further negotiate the proposed work and/or method and amount of compensation.



- e. Non-Discrimination** - The Altadena Library District hereby notifies all proposers that it will affirmatively ensure that minority, women-owned and local business enterprises will be afforded full opportunity and consideration when submitting proposals in response to this invitation when reviewing the plans for award of contract. The District does not discriminate in regard to actual or perceived characteristic of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, gender, gender identity or expression, age, physical or mental disability, medical condition, marital status, citizenship status, military or veteran status, or other bases protected by state or federal law.
- f. Optional Interview** - in the event the District decides that interviews are necessary, Proposers who are finalists will be notified as promptly as possible. Each interview will consist of either an in-person or virtual presentation of no longer than one (1) hour. Notice of confirmation of the interview date/time will be given by telephone or in writing.

**SECTION V  
PROPOSAL INSTRUCTIONS AND FORMAT**

**5.0 INTRODUCTION**

To be considered responsive to this RFQ/P, Proposer must submit proposals in the format identified in this section. All requirements and questions in the RFQ/P must be addressed and all requested data must be supplied. The Altadena Library District reserves the right to request additional information that, in District's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to contract.

**5.1 DELIVERY OF PROPOSALS**

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

**5.2 PREPARATION**

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ/P. Responses should emphasize the Proposer's demonstrated capability to perform work of this type.

**5.3 PROPOSAL FORMAT**

Proposals shall adhere to the following format for organization and content. Proposals must be divided into the individual sections listed below, indexed, and tabbed.

- a. Cover Letter** - The cover letter shall include a statement of intent to perform the services and confirm that all elements of the RFQ/P have been reviewed and understood. The letter should include a brief summary of Proposers' qualifications and Proposers' willingness to enter into a contract under the terms and conditions prescribed by the Altadena Library District Professional Services Agreement. Any and all exceptions to the RFQ/P must be listed on an item by- item basis and cross-referenced with the RFQ/P document. If there are no exceptions, Proposer must expressly state that no exceptions are taken. The letter should be signed by an individual who can bind the Proposer contractually.
- b. Table of Contents** - The table of contents shall identify the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

## 5.4 **PROPOSAL CONTENT**

### **a. SECTION I – EXPERIENCE**

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

- 1) Company name, address, telephone number, and authorized representative(s).
- 2) Identify the number of years of experience in providing seismic evaluation services similar in size and scope to that requested in the RFQ/P.
- 3) Proposer References: Provide five (5) client references for which the proposer has provided similar services. References shall include date and description of service, project location, completion dates, organization's name, contact person, title, address, and telephone number.
- 4) Proposer shall attach a copy of the firm's relevant filings, licenses or certifications as needed.
- 5) List all disciplinary actions, administrative proceedings, malpractice claims or other like proceedings against your firm or any of its personnel relating to your firm's services, whether current, pending, or occurring in the last five (5) years. Please indicate disposition of each claim.

### **b. SECTION II – PERSONNEL**

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

### **c. SECTION III – QUALIFICATIONS**

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

### **d. SECTION IV – COST SECTION**

Proposer is expected to quote a firm, fixed, fully-loaded hourly rate (or flat rate depending on the scope of work) for the services identified in Section III Scope of Work. All costs associated with the services of this contract must be identified on the Cost Sheet (Section VI). The hourly rate will include travel to and from the off-site workplace to the on- site workplace. Projected hours for completion of the project shall also be included. Additionally, include a fee schedule for possible additional services. The completed Cost Sheet shall be signed and submitted.

**SECTION VI  
COST SHEET**

**6.0 INTRODUCTION**

Proposer shall complete cost sheet to include all costs, including travel and per diem in accordance with the Scope of Work defined in Section III.

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

**a. Fee Schedule:**

Position	Hourly Rate

**b. Additional Costs:**

Item	Cost

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

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

---

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

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

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

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

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

## ATTACHMENT A

### PROFESSIONAL SERVICES AGREEMENT **SAMPLE**

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

#### RECITALS

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

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

#### AGREEMENT

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

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

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

PROFESSIONAL SERVICES AGREEMENT  
[PROJECT NAME]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to District:

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

If to Consultant:

Attention:

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

**22. Delays in Performance.**

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

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

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

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

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

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

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

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

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

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

**28. General Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





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

**DISTRICT:**  
ALTADENA LIBRARY DISTRICT

**CONSULTANT:**

\_\_\_\_\_  
By: Nikki Winslow, District Director

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

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard Egger, General Counsel

**EXHIBIT A**  
**Services**

**EXHIBIT B**  
**Rates**



**BOARD OF LIBRARY TRUSTEES  
AGENDA ITEM VIII.E. REPORT FOR FEBRUARY 2022**

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

**MEETING DATE:** February 28, 2022

**PREPARED BY:** David Zearbaugh

**LOCATION:** Virtual Meeting

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**TITLE:** RFP for Copier Services at both the Main and Bob Lucas Libraries.

**BACKGROUND:**

The Altadena Library District signed a 5 year contract with copier services provider CBE Office Solutions that is set to expire in June 2022. This copier services contract with CBE was a lease contract which included 4 copiers – 2 for public use and 2 for staff use, supplies (except for paper), and service and maintenance. Current fiscal year allocations are approximately \$20,000 to cover the lease contract costs.

While CBE has provided adequate service to us during the life of the lease contract, it is important that the ALD evaluate the current and future copier service needs for staff and patron and elicit bids from multiple vendors. This will help ALD to ensure we are getting the best value for the resources provided in the new contract. We are asking vendors to provide options to either purchase or lease in order to evaluate the best model for procuring copiers for the next 5 years.

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

- Delivery, Installation, and Configuration of 4 total devices at 2 different library locations by June 1, 2022.
- Separate Costs for Lease Option or Purchase Option
- Onsite Administration Training for IT Manager.
- Onsite End User Training for Library Staff.
- Drivers with finishing settings for both Windows and MacOS.
- Device Support and Maintenance
  - Include response times and communication
- Device Warranty
  - 5 year warranty regardless of purchase or lease option. Will also include option to add additional years of warranty after end of 5 years.

**FISCAL IMPACT:**

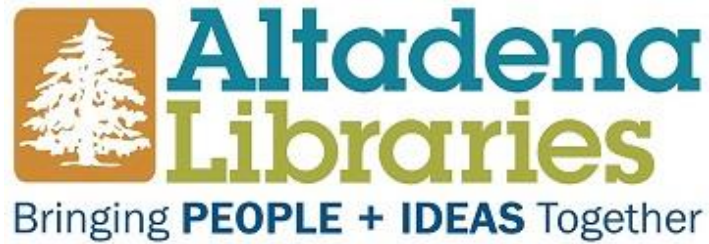
Fiscal Impacts will depend on whether it is decided to purchase the copiers with service and warranty outright or sign a 5 year lease contract paid annually.

If a 5 year lease contract is selected, we will likely see around a \$3,500 reduction in annual costs due to new government discount rates and a slow decline in need for print services.

For a purchase contract, costs would require a reallocation from budget line item: 6970 - Equipment Lease & Rental to Equipment 7180 – Technology Equipment to reflect the appropriate fund type. Additionally, more funding would likely be needed for Fiscal Year 2022/23 in order to purchase copiers outright. Purchase costs are hard to estimate for copiers because there is not a high level of transparency in price for these high ticket items. Costs are not likely to exceed two years of current leasing contract (approximately \$40,000). After purchase during first Fiscal Year 2022/23, subsequent fiscal years would see monthly and annual costs reduce to \$0. After the 5 year service and warranty support ends, there may be additional yearly costs if the Altadena Library District chooses to extend service and warranty. These costs would be built in to pricing sheet in the RFP.

**RECOMMENDATION:**

That the Board of Trustees approve the use of an RFP to solicit bids for Copier Services to replace copiers at both the Main and Bob Lucas Libraries.



**REQUEST FOR PROPOSALS  
COPIER EQUIPMENT  
Altadena Library District**

**RFP ISSUE DATE**     **March 1, 2022**

**CONTACT**             David Zearbaugh, Information Technology Manager  
Email: [dzearbaugh@altadenalibrary.org](mailto:dzearbaugh@altadenalibrary.org)  
Phone Number: 626-798-0833 x 113

**PROPOSAL DUE**     **March 15, 2022 by 5:00 PM**

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

**BID CONTENTS**

- |              |   |
|--------------|---|
| Section I    | Purpose of Request for Proposals and General Terms and Conditions |
| Section II   | Schedule of Events  |
| Section III  | Scope of Work   |
| Section IV   | Evaluation and Award Criteria                                     |
| Section V    | Proposal Instructions, Format, and Submittal Requirements         |
| Section VI   | Cost Sheet  |
| Attachment A | Professional Services Agreement Sample                            |
| Exhibit A    | Library Copiers Summary and Additional Information                |

Note: This bid does not constitute an order for the goods or services specified.

**SECTION I  
PURPOSE OF REQUEST FOR PROPOSAL  
AND GENERAL TERMS AND CONDITIONS**

**1.0 PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The Altadena Library District is seeking to establish a contract with one qualified vendor who will provide copier services as described throughout this RFP. Our intent is to receive proposals from qualified vendors demonstrating the capability to provide quality products and services required to meet expectations, needs, and objectives outlined by the Altadena Library District in this RFP.

The Altadena Library District seeks a comprehensive, quality solution for the staff and the patrons of the library. This solution should be broken down into two pricing options - either to purchase or lease. Details of purchase and lease options are outlined in scope or work.

**1.1 QUESTIONS REGARDING THE RFP**

Any questions, interpretations or clarifications, either administrative or technical, about this RFP must be requested in writing prior to the date indicated in Section II. All pertinent questions will be answered in writing and conveyed to all Proposers. Oral statements concerning the meaning or intent of the contents of this RFP by any person is unauthorized and invalid. **All questions either technical, commercial or contractual in nature shall be directed to:** David Zearbaugh, Altadena Library IT Manager at [dzearbaugh@altadenalibrary.org](mailto:dzearbaugh@altadenalibrary.org).

**1.2 ERRORS AND OMISSIONS**

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

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

**1.3 ADDENDA**

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

**1.4 SUBMISSION OF PROPOSAL**

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

**1.5 PROPOSER'S COST**

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

**1.6 EXCEPTIONS**

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

**1.7 DELIVERY OF PROPOSALS**

All proposals must be submitted at: <https://www.bidnetdirect.com/california/ald> by not later than **March 15, 2022 at 5:00pm**. The Altadena Library District assumes no responsibility for delay in delivery. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

**1.8 PROPOSALS BECOME THE PROPERTY OF ALTADENA LIBRARY DISTRICT**

Proposals become the property of Altadena Library District and information contained therein shall become public property subject to disclosure laws after Notice of Intent to Award. Altadena Library District reserves the right to make use of any information or ideas contained in the proposal.

**1.9 CONFIDENTIAL MATERIAL**

Proposer must notify Altadena Library District in advance of any proprietary or confidential material contained in the proposal and provide justification for not making such material public. Altadena Library District shall have sole discretion to disclose or not disclose such material subject to any protective order which Proposer may obtain.

**1.10 REJECTION OF PROPOSALS**

Altadena Library District may reject any or all proposals and may waive any deviation in a proposal. Altadena Library District's waiver of a defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the specifications if they are awarded the contract. Proposals referring to terms and conditions other than Altadena Library District's terms and conditions may be rejected as being non-responsive.

Altadena Library District may make investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to Altadena Library District all such information and data for this purpose as requested by Altadena Library District. Altadena Library District reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy Altadena Library District that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work specified.

**1.11 CANCELLATION**

This solicitation does not obligate the Altadena Library District to enter into an agreement. Altadena Library District retains the right to cancel this RFP at any time. No obligation, either expressed or implied, exists on the part of the Altadena Library District to make an award or to pay any cost incurred in the preparation or submission of a proposal.



### 1.12 **INSURANCE REQUIREMENTS**

The Altadena Library District requires a certificate of insurance prior to commencement of any work. An underwriter's endorsement is also required with additional insured verbiage.

**Commercial General Liability (CGL):** Insurance written on an occurrence basis to protect Proposer and the Altadena Library District against liability or claims of liability which may arise out of this order in the amount of One million (\$1,000,000) per occurrence and subject to an annual aggregate of One million (\$1,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**Vehicle Liability Insurance:** Proposer shall also procure and shall maintain during the term of this order vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than \$1,000,000 for each accident, and property damage insurance in an amount of not less than \$1,000,000.

**Workers' Compensation Insurance:** For all of Proposer's employees who are subject to this order and to the extent required by applicable state or federal law, Proposer's shall keep in full force and effect a Workers' Compensation policy. That policy shall provide a minimum of One million (\$1,000,000) of employers' liability coverage, and Proposer shall provide an endorsement that the insurer waives the right of subrogation against the Altadena Library District and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against the Altadena Library District by a bona fide employee of Proposer participating under this Agreement, Proposer agrees to defend and indemnify the Altadena Library District from such claim.

**Professional Liability:** For all of Proposer's employees who are subject to this order, Proposer shall keep in full force and effect Professional Liability coverage for professional liability with a limit of One Million (\$1,000,000) per claim and One Million (\$1,000,000) annual aggregate. Proposer shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the services under the Agreement; and (2) the policy will be maintained in force for a period of time defined above, there will be no changes or endorsements to the policy that increase the District's exposure to loss.

### 1.13 **DISPUTES/PROTESTS**

The Altadena Library District encourages Proposers to resolve issues regarding the requirements or the procurement process through written correspondence and discussions during the period in which clarifying addenda may be issued. The Altadena Library District wishes to foster cooperative relationships and to reach a fair agreement in a timely manner.

Proposers filing a protest must do so within five (5) calendar days after Notice of Intent to Award. The protesting Proposer shall submit a full and complete written statement detailing the facts in support of the protest. Protest must be sent by certified or registered mail or delivered in person to the District Director, or designee.

The Altadena Library District will provide a decision on the matter. The decision must be in writing and sent by certified or registered mail, faxed, or delivered in person to the protesting Proposer. The decision of Altadena Library District is final.

**1.14 AWARD CRITERIA**

Award, if any, will be to the Proposer whose proposal, in the sole discretion of the Altadena Library District, will best meet the needs of the Altadena Library District. Evaluation methodology and basis for award are described in Section V – Evaluation and Award Criteria.

**1.15 TERM OF THE AGREEMENT**

The period of services shall be three years with the option to renew for two additional, one year periods. Annual renewals shall be automatic and based on satisfactory performance of service and unless terminated by either party with thirty (30) days written notice prior to the expiration of each annual renewal. In addition, the District shall have the right to terminate for convenience upon (90) days written notice.

**1.16 CONTRACTUAL DOCUMENTS**

In the event of a conflict between documents the following order of precedence shall apply:

1. Altadena Library District Agreement
2. Altadena Library District Request for Proposal
3. Proposer's Proposal

**1.17 EXECUTION OF THE AGREEMENT**

The Agreement shall be signed by the Proposer and returned, along with the required attachments to the Altadena Library District within 10 working days. The period for execution may be changed by mutual agreement of the parties. Agreements are not effective until approved by the appropriate Altadena Library District officials. Any work performed prior to receipt of a fully executed Agreement shall be at Proposer's own risk.

**1.18 FAILURE TO EXECUTE THE AGREEMENT**

Failure to execute the Agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the successful Proposer refuses or fails to execute the Agreement, the Altadena Library District may award the Agreement to another Proposer.

**1.19 NON-ENDORSEMENT**

If a proposal is accepted, the Proposer shall not issue any news releases or other statements pertaining to the award or servicing of the agreement which state or imply Altadena Library District endorsement of Proposer's services.

**1.20 CONFLICT OF INTEREST**

The District may require a Statement of Economic Interests (Form 700) to be filed by any proposer who is involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any District financial interest [reference Government Code § 82019].

The District reserves the right to prohibit participation by the proposer in submitting a proposal for or providing services, goods or supplies, or any other related action, which is required, suggested or otherwise deemed appropriate in the end product of this contract.

**SECTION II  
SCHEDULE OF EVENTS**

Release of Request for Proposal	March 1, 2022
Last Day for Submission of Questions	March 15, 2022
District Response to Questions	March 22, 2022
Deadline for Receipt of Proposals	March 31, 2022
Evaluation	April 5, 2022
Optional Interview if Required	April 8, 2022
Selection presented to Board of Trustees	April 25, 2022
Tentative Start Date	June 1, 2022

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

## **SECTION III SCOPE OF WORK**

### **3.0 THE COMMUNITY**

Altadena Library District (the District) is a small public agency organized under the Education Code of the State of California. A California Special District, The District is a public library system that operates two libraries serving the approximately 43,000 residents of Altadena. The District collaborates with its community to create environments for learning and inspiration, serves as a community center, and brings residents together to share the unique history of Altadena and the San Gabriel Valley.

### **3.1 SCOPE OF WORK**

The scope of services is to provide copier equipment, maintenance, and support to the Altadena Library District. The Altadena library seeks to replace four (4) existing copiers by either purchasing new copiers outright or leasing for a 5-year contract. Regardless of lease or purchase, service expectations are as follows:

1. Delivery, Installation, and Configuration of 4 total devices at 2 different library locations by June 1, 2022.
2. 4 Total Copiers in comparable models to the models listed in Exhibit A.
3. Onsite Administration Training for IT Manager.
4. Onsite End User Training for Library Staff.
5. Drivers with finishing settings for both Windows and MacOS.
6. Support
  - Include response times and communication
7. Warranty & Maintenance
  - For all devices installed, vendor agrees to provide warranty for the life of the contract if leased or for 5 years with the option to extend at a cost if purchased. Maintenance is an integral part of the lease contract but may be required for purchased devices in event of warranty claim. Option to purchase additional years of extended warranty must be included.

#### **COPIER REQUIREMENTS**

- Two public copiers must include connectivity for coin and bill acceptors to release jobs after payment received.
- Production copier must include Secure Copy/Print Release.
- All devices must have the ability to scan to searchable PDF.
- All devices must have the ability to scan to email.
- All devices must have the ability to scan to cloud apps, especially OneDrive.
- All devices must have the ability to internet fax.

### **3.2 MEETINGS**

Consultant will attend meetings requested by and or approved by the District on an hourly basis with an estimated ten (10) hours at the principal rate.

**3.3 PAYMENT OF INVOICE**

Payment shall be made monthly upon the receipt and acceptance of an invoice and a detailed time log of work performed. The time log shall indicate the on-site and off-site service hours performed by date, deliverable and the name of the individual performing the services. The Proposer shall not be reimbursed for any travel or per diem expenses. All other expenses shall be approved by the District before they are incurred.

## SECTION IV EVALUATION AND AWARD CRITERIA

### 4.0 **EVALUATION METHOD**

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

### 4.1 **EVALUATION CRITERIA**

Evaluation and award will be based on factors that are not limited to acquisition cost. These factors may include, but are not limited to:

- a. Experience/Past Performance/References** - Consideration will be given based upon the firm's experience, years in business, past and current client references; technical expertise and professional competence in areas directly related to this RFP; number of years of experience in performing similar work with copier equipment. Proposer shall include five (5) external client references from clients who received similar services to those proposed for this solicitation.
- b. Personnel** - Proposer shall submit resumes of all primary professional staff members who will be performing services under the contract. Proposer should demonstrate that all key personnel have been successfully involved with projects of similar scope and magnitude.
- c. Proposer Qualifications** - This category will evaluate the proposer's ability to take upon itself the responsibilities set forth in the Scope of Work and produce the required outcome in a timely manner. Consideration will be given for the overall quality of the proposal, including a demonstrated understanding of the purpose, scope and objective of the services to be performed. It is the intention of the Altadena Library District to award a contract to the Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience and ability to enable the Proposer to execute the work successfully and properly, and to complete services in a timely manner. To determine the degree of responsibility to be credited to the Proposer, the Altadena Library District will weigh the evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.
- d. Total Cost** - As reflected herein, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the District. After evaluating the proposals and discussing them further with the finalists or the tentatively selected Proposer, the District reserves the right to further negotiate the proposed work and/or method and amount of compensation.

- e. Non-Discrimination** - The Altadena Library District hereby notifies all proposers that it will affirmatively ensure that minority, women-owned and local business enterprises will be afforded full opportunity and consideration when submitting proposals in response to this invitation when reviewing the plans for award of contract. The District does not discriminate in regard to actual or perceived characteristic of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, gender, gender identity or expression, age, physical or mental disability, medical condition, marital status, citizenship status, military or veteran status, or other bases protected by state or federal law.
- f. Optional Interview** - in the event the District decides that interviews are necessary, Proposers who are finalists will be notified as promptly as possible. Each interview will consist of either an in-person or virtual presentation of no longer than one (1) hour. Notice of confirmation of the interview date/time will be given by telephone or in writing.

**SECTION V  
PROPOSAL INSTRUCTIONS AND FORMAT**

**5.0 INTRODUCTION**

To be considered responsive to this RFP, Proposer must submit proposals in the format identified in this section. All requirements and questions in the RFP must be addressed and all requested data must be supplied. The Altadena Library District reserves the right to request additional information that, in District's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to contract.

**5.1 DELIVERY OF PROPOSALS**

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

**5.2 PREPARATION**

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform work of this type.

**5.3 PROPOSAL FORMAT**

Proposals shall adhere to the following format for organization and content. Proposals must be divided into the individual sections listed below, indexed, and tabbed.

- a. Cover Letter** - The cover letter shall include a statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter should include a brief summary of Proposers' qualifications and Proposers' willingness to enter into a contract under the terms and conditions prescribed by the Altadena Library District Professional Services Agreement. Any and all exceptions to the RFP must be listed on an item by- item basis and cross-referenced with the RFP document. If there are no exceptions, Proposer must expressly state that no exceptions are taken. The letter should be signed by an individual who can bind the Proposer contractually.
- b. Table of Contents** - The table of contents shall identify the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.



## 5.4 **PROPOSAL CONTENT**

### **a. SECTION I – EXPERIENCE**

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

- 1) Company name, address, telephone number, and authorized representative(s).
- 2) Identify the number of years of experience in providing copier equipment, similar in size and scope to that requested in the RFP.
- 3) Proposer References: Provide five (5) client references for which the proposer has provided similar services. References shall include date and description of service, project location, completion dates, organization's name, contact person, title, address, and telephone number.
- 4) Proposer shall describe the role of the copier equipment department in the firm and attach a copy of the firm's relevant filings, licenses or certifications as needed.
- 5) List all disciplinary actions, administrative proceedings, malpractice claims or other like proceedings against your firm or any of its personnel relating to your firm's services as a copier equipment vendor, whether current, pending, or occurring in the last five (5) years. Please indicate disposition of each claim.

### **b. SECTION II – PERSONNEL**

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

### **c. SECTION III – QUALIFICATIONS**

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

### **d. SECTION IV – COST SECTION**

Proposer is expected to quote a firm, fixed, flat rate for the services identified in Section IV Scope of Work. All costs associated with the services of this contract must be identified on the Cost Sheet (Section VII). The hourly rate will include travel to and from the off-site workplace to the on-site workplace. Projected hours for completion of the project shall also be included. Additionally, include a fee schedule for possible additional services. The completed Cost Sheet shall be signed and submitted.

Proposer should present two separate cost sheets – one which outlines proposed costs for leasing equipment and all that ensues as broken down below and one which outlines proposed costs for purchasing equipment outright and all that ensues and broken down below. The Altadena Library District will review cost sheets and choose whether to purchase or lease based on provided proposals.

1. Lease Cost - The proposal should include the cost of leasing all copiers, support and maintenance of the machines, along with all operating supplies. (i.e. all toner, developer, fuser oil, etc. with the only exception to this being paper and staples). The proposal and costs should be for a contract life of 5 years broken down annually.

- Quarterly maintenance schedule for life of the contract
- Warranty and Support for the life of the contract
- Costs to extend warranty and support past life of contract.
- Supply refill schedule for life of contract
- Cost breakdown
  - By Device
  - B&W/Color Impression cost per page
    - Specify if costs differ per paper size
- Total Impression Allowance for all devices as follows:
  - B&W - 9,500
  - Color - 13,000
- Specification Sheets for all proposed devices

2. Purchase Cost - The proposal would include the cost of purchasing all copiers outright.

- Cost breakdown
  - By Device
- Warranty and Support for 5 years
- Costs to extend warranty and support past life of contract.
- Specification Sheets for all proposed devices

**SECTION VI  
COST SHEET**

**6.0 INTRODUCTION**

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

**Proposer shall also include a Fee Schedule for additional services that may be requested.**

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

See Exhibit A for current copier make and model information.

**a. Fee Schedule For Lease Copier equipment For Term Of Contract**

<b>2 x Public Copier/Printer/Scanner/Fax</b>	<b>Proposed Make/Model #</b>
Printing Speed - minimum of 30 ppm	
Minimum 2 x 550-sheet paper trays letter/legal	
Minimum 600 dpi resolution	
Scanning speed - minimum of 200 ipm	
Page sizes: 8 1/2" x 11" & 8 1/2" x 14"	
<b>Special Setup</b>	
Connector to Coin & Bill Acceptor	
<b>Price Includes</b>	
Delivery and Setup	
IT and Staff Training	
Quarterly Maintenance	
Supply Refills (except paper)	

<b>1 x Production Staff Copier/Printer/Scanner/Fax</b>	<b>Proposed Make/Model #</b>
Printing Speed - minimum of 65 ppm	
Minimum 3 x 550-sheet paper trays letter/legal/tabloid	
Minimum 600 dpi resolution	
Scanning speed - minimum of 200 ipm	
Page sizes: 8 1/2" x 11", 8 1/2" x 14", & 11" x 17"	
<b>Finishing</b>	
Stapling	
3 Hole Punch	

<b>Price Includes</b>	
Delivery and Setup	
IT and Staff Training	
Quarterly Maintenance	
Supply Refills (except paper and staples)	

<b>1 x Standard Staff Copier/Printer/Scanner/Fax</b>	<b>Proposed Make/Model #</b>
Printing Speed - minimum of 40 ppm	
Minimum 2 x 500-sheet paper trays letter/legal	
Minimum 200 dpi resolution	
Scanning speed - minimum of 50 ipm	
Page sizes: 8 1/2" x 11" & 8 1/2" x 14"	
<b>Price Includes</b>	
Delivery and Setup	
IT and Staff Training	
Quarterly Maintenance	
Supply Refills (except paper)	

**Total Yearly Lease Cost** \_\_\_\_\_  
**Total Contract Cost** \_\_\_\_\_  
**Cost per page – Black/White\*** \_\_\_\_\_  
**Cost per page – Color\*** \_\_\_\_\_  
**Guaranteed turnaround time for service request** \_\_\_\_\_  
**Guarantee delivery by June 1, 2022**

\*Indicate if cost differs by page size

**b. Fee Schedule For Purchase Copier equipment For Term Of Contract**

<b>2 x Public Copier/Printer/Scanner/Fax</b>	<b>Proposed Make/Model #</b>
Printing Speed - minimum of 30 ppm	
Minimum 2 x 550-sheet paper trays letter/legal	
Minimum 600 dpi resolution	
Scanning speed - minimum of 200 ipm	
Page sizes: 8 1/2" x 11" & 8 1/2" x 14"	
<b>Special Setup</b>	
Connector to Coin & Bill Acceptor	
<b>Price Includes</b>	
Delivery and Setup	
IT and Staff Training	
Warranty and Support	

<b>1 x Production Staff Copier/Printer/Scanner/Fax</b>	<b>Proposed Make/Model #</b>
--	------------------------------

Printing Speed - minimum of 30 ppm	
550-sheet paper drawer letter/legal	
Minimum 600 dpi resolution	
Internet Fax capability	
Scanning speed - minimum of 200 ipm	
Connector to Coin & Bill Acceptor	
<b>Price Includes</b>	
Delivery and Setup	
IT and Staff Training	
Warranty and Support	

<b>1 x Standard Staff Copier/Printer/Scanner/Fax</b>	<b>Proposed Make/Model #</b>
Printing Speed - minimum of 30 ppm	
550-sheet paper drawer letter/legal	
Minimum 600 dpi resolution	
Internet Fax capability	
Scanning speed - minimum of 200 ipm	
Connector to Coin & Bill Acceptor	
<b>Price Includes</b>	
Delivery and Setup	
IT and Staff Training	
Warranty and Support	

Total Purchase Cost \_\_\_\_\_

Guaranteed turnaround time for warranty/service request \_\_\_\_\_

Guarantee delivery by June 1, 2022

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

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

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

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

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

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

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

## ATTACHMENT A

### PROFESSIONAL SERVICES AGREEMENT SAMPLE

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

#### RECITALS

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

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

#### AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

A. **General Liability Insurance.** Consultant shall maintain occurrence version commercial general liability insurance or an equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) for each occurrence.

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

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

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

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

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

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

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

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

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

If to District:

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

Attention:

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

**22. Delays in Performance.**

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

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

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

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

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

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

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

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

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

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

**28. General Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





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

**DISTRICT:**  
ALTADENA LIBRARY DISTRICT

**CONSULTANT:**

\_\_\_\_\_  
By: Nikki Winslow, District Director

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

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard Egger, General Counsel

**EXHIBIT A**  
**Library Copiers Summary and Additional Information**

The Altadena Library District has four total copiers in the two library branches.

In the main library, there are two staff use copiers and one public use copier. All devices used currently offer printing, copying, scanning to email, and faxing. The monthly use estimates are as follows and should be used for total impressions on lease contract.

<b>Current Device</b>	<b>Location</b>	<b>Device Use</b>	<b>B&amp;W – Monthly</b>	<b>Color – Monthly</b>
Sharp MX-7580N	Main Library	Staff	3,000	10,000
Sharp MX-B402SC	Main Library	Staff	1,500	N/A
Sharp MX-3570N	Main Library	Public	3,500	200
Sharp MX-3570N	Branch Library	Dual Use	1,500	1,000



**BOARD OF LIBRARY TRUSTEES  
AGENDA ITEM VIII.F. FOR FEBRUARY 2022**

**REPORT:** Agenda Item VIII.f.

**MEETING DATE:** February 28, 2022

**PREPARED BY:** Jonathan Arevalo

**LOCATION:** Virtual Meeting

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**TITLE:** Altadena Library District Library Vehicle Purchase

**BACKGROUND:**

This document represents the formal request to Altadena Library District (ALD) Board of Trustees to authorize the ALD Facilities Manager to expend up to \$50,000.00 on a van, including tax, title, and warranty.

The District currently owns one (1) mobile library unit, referred to as the Curiosity Connection, that participate in community outreach, programming and other services throughout Altadena. As the District embarks on the renovations of both library sites there will be a need for expanded mobile services and community outreach. Much like the Curiosity Connection, this additional library vehicle will enhance the District's ability to participate in outreach events across all Census Tracts in our community. Equipped with technology and materials in the vehicle, these events will build cohesion between community members around engaging activities in their neighborhoods, offer regular hours for Wi-Fi access in areas in need, increase library card signups and circulation of educational materials through mobile check-outs, and facilitate a spirit of service through volunteer opportunities, all operated out of a modified 2022 Ford Transit cargo van. The 2022 Ford Transit cargo van, like the Curiosity Connection, is the most recent model available on the market that will meet the libraries needs.



**FISCAL IMPACT:**

The State of California, through the office of Assemblymember Chris Holden, has graciously granted \$250,000 towards the cost of the Mobile Library Van and other library building projects, infrastructure, and other renovation preparations and needs. Thus, the purchase of a new Ford Transit van will result in zero fiscal impact to the budget.

**RECOMMENDATION**

Staff recommends that the Board review and approve the purchase of a library vehicle up to \$50,000.00, covering van, tax, title, and warranty.



# Altadena Library District

**Annual Report**  
July 1, 2020 - June 30, 2021

# MESSAGE FROM THE DIRECTOR



Let me begin this letter to you with my sincere gratitude for your support of the Altadena Library District. Our libraries are a reflection of you and this amazing community we call Altadena.

As I look back at the days, weeks and months that comprised July 2020 through June 2021, I'm both thrilled and astonished. Not even a global pandemic could stand in the way of our staff's commitment to serving the community of Altadena. In fact, we found new ways to serve as a valuable resource by working closely with the Altadena Town Council, Chamber of Commerce and other civic groups to help create necessary virtual communication tools and strategies. We also expanded partnerships with local businesses through the establishment of our Read Local, Shop Local program. Throughout the tumultuous turns of the past year, we have endeavored to do everything we could to help keep us all vital, while always focused on serving you, our steadfast patrons.

Following the passage of Measure Z, which you supported wholeheartedly, we began to work in earnest, preparing for the myriad issues that are critical to ensure responsible and transparent oversight and planning for the imminent library renovations and programming. We engaged a topnotch Capital Project Management Team, Rachlin Partners, and assembled a highly qualified Bond Issuance Team to help us generate the bond proceeds needed for these capital improvements. These teams have made amazing progress and ongoing efforts will prove invaluable.

We have enlisted Anderson Brule Architects, an architectural firm with years of experience working on both historical and library buildings, to create designs for the Bob Lucas branch and Main Library based upon informed ideas from the community. To ensure that we have a strong community voice as part of the design process, we have established a Community Focus Group comprised of local Altadenans, who meet regularly and talk to their neighbors and members of the many local organizations they represent.

All of this work is possible and successful because of you . . . a talented staff who is ever-present, the Friends and Foundation who advocate tirelessly for us, volunteers who help us help others, community businesses and organizations that partner with us and the thousands of Altadenans who proudly support our libraries and all we do.

Thank you for making the Altadena Library District a place where *all are learning, growing, and thriving together.*

Respectfully,

Nikki Winslow  
District Director

**ALTADENA LIBRARY  
BOARD OF TRUSTEES**

during FISCAL YEAR 2020-2021

**Terry Andruess**

**Jason Capell**

**Rushmore Cervantes**

**Katie Clark**

**Kameelah Waheed Wilkerson**



We are...  
**CURIOUS.**  
**CONNECTORS.**  
**NEIGHBORS.**

# Highlights of the Year

The Altadena Library District's strategic framework helps guide our operations, programs and services as we prioritize the community's needs and work toward an Altadena *where all are learning, growing and thriving together*. These highlights of just a handful of the District and its staff's tireless efforts during our 2020-2021 fiscal year.

## July 2020

The Altadena Libraries wrapped up its **Summer Reading program**, in which more than 600 Altadena readers participated.

The Altadena community was invited to share its reactions to national social injustice through **Altadena Voices**, an art collaboration/partnership with Altadena Library, Altadena Town Council, LA County Parks & Recreation, and Pasadena Unified School District. The outpouring of community voices – close to 100 entries were submitted – culminated in

a digital collection that can be viewed on the Altadena Library website.



## August 2020

Partnering with Levi Brewster from One Earth Garden and Leigh Adams of the LA Arboretum, the District began work on the **Demonstration Garden at Bob Lucas Memorial Library**.

The Zine collection became available at the Main Library.



## Library of Things (LoT)

The District launched its Library of Things (LoT) collection with laptops and mobile hotspots. These items can be checked out to patrons with Good Neighbor status.

### September 2020

Altadena Library Foundation held its Taste of 'Dena virtually and raised more than \$20,000 for a mobile library.

The first season of the Open Book On Location video series, a partnership with Pasadena Literary Alliance, featuring conversations with world-famous authors from crime fiction writer Naomi Hirahara to fantasy novelist Patrick Rothfuss, concluded. All episodes can be found on the Altadena Library YouTube channel.

Digging for the bioswale was completed at Bob Lucas Memorial Library.

### October 2020

Adult Services distributed civic engagement kits with the help of local community partner Rhythms of the Village.

Bob Lucas Library staff distributed family civic engagement kits to help parents and caregivers teach children about civic responsibilities, the U.S. government and elections.

The Community Room of the Main Library and the Bob Lucas Memorial Library opened for holds, browsing, and computer use.

Fifty-seven volunteers attended workshops and learned about regenerative practices while helping plant the Bob Lucas Library Demonstration Garden.



Volunteers & library staff work on the Bob Lucas Memorial Library Demonstration Garden.



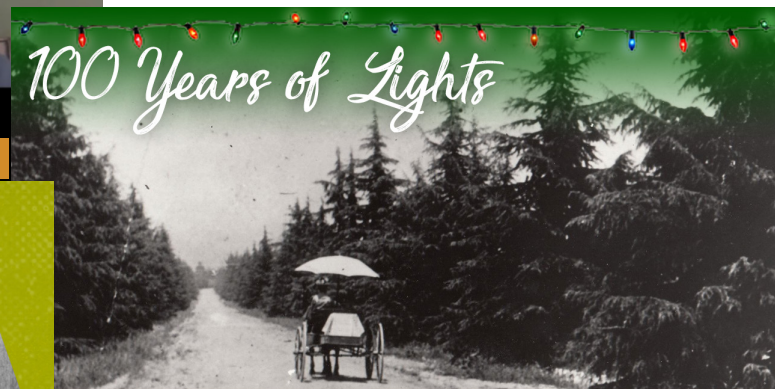
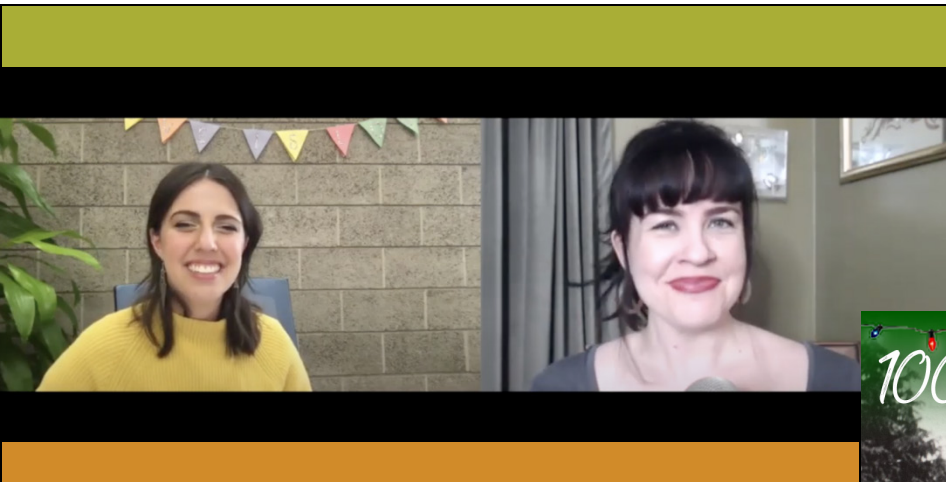
Teen Librarian Isabelle Briggs virtually interviewed author and mortician Caitlin Doughty, focusing on her career path and asking advice for youth interested in mortuary science or other uncommon careers. The video has received more than 18,000 views.

The library also posted on its YouTube channel, "Outdoor Cannabis Cultivation for Beginners," which has garnered more views than any other library video to date.

**December 2020**

Teen Services, in partnership with Pasadena Unified School District, established the Homework Helper program.

Altadena Library, Altadena Historical Society and Christmas Tree Lane Association partnered to produce a series of videos to celebrate **100 Years of Lights, the story of Christmas Tree Lane.**



**THE STORY OF ALTADENA'S CHRISTMAS TREE LANE**

Youth and Family Services created a series of Storytime Snippet videos for YouTube.

**January 2021**

The Library of Things continued to grow as hiking backpacks were added to the collection.

**November 2020**

Altadena Library hosted the first episode of the **This is Altadena** podcast, which included conversations with community leader and Altadena Town Council member Veronica Jones, local artist Keni Arts, and Altadena Arts advocate Eugene Hutchins about the famous artist Charles White, for which a park in Altadena is named.

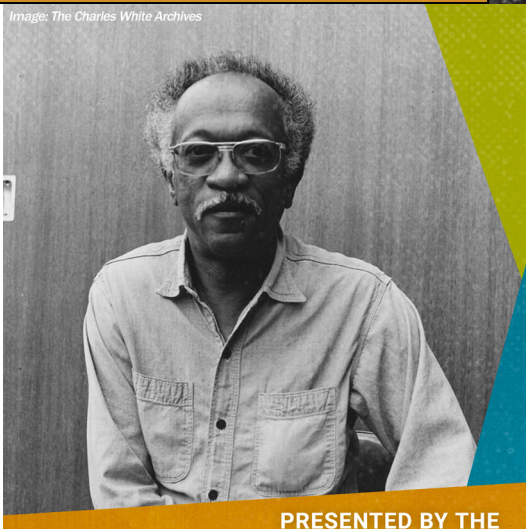


Image: The Charles White Archives

**PRESENTED BY THE**

# Passage of Measure Z

In August 2020, the Board of Trustees adopted resolutions establishing the Altadena Library District Community Facility District and calling a special election to submit the levy of special taxes and incurring bonded indebtedness to finance the capital improvements to qualified voters residing within the District.

In November 2020, the registered voters of the District, by more than a two-thirds vote (72.35%), authorized the District to incur bonded indebtedness in the aggregate principal amount not to exceed \$24,000,000 to be secured by the levy of special taxes on taxable property within the District.

Thanks to the incredible support of local residents, organizations, and businesses through the passage of Measure Z, the Altadena Library District will be able to embark on an ambitious project to repair, modernize, and improve the Main and the Bob Lucas Memorial Library over the next several years.



### January 2021 (contd)

Working with Arlington Garden, the District submitted a grant to fund the installation of a publicly accessible compost bin and programming at the Bob Lucas Memorial Library.

Bookdrops at both locations received an update with the



District's brand colors, and a van was purchased for mobile library services.

### February 2021

The publicly accessible WiFi at both locations received an upgrade to provide patrons and staff with much faster internet speeds.

**A StoryWalk® celebrating Black History Month** debuted at the Main Library featuring "Thank You, Omu!" by Oge Mora.



Altadena Library District became the first library system in the United States to become Green Zone Certified through the American Green Zone Alliance.

### March 2021

The National Wildlife Federation certified the garden at Bob Lucas Memorial Library as a Certified Wildlife Habitat.

California State Library accepted the District to participate in the Career Online High School Program in which adults can earn an accredited high school diploma.

Youth and Family Services established a partnership with Jackson Elementary School PTA members to create a Read-A-Thon challenge for their students.



The District launched the Read Local, Shop Local community building initiative with local businesses, which offers library patrons the opportunity to access special benefits by showing their library card at participating businesses.

### April 2021

In honor of National Library Week, both libraries hosted a Neighbor-to-Neighbor scavenger hunt with clues hidden at local businesses and neighbors.

Partnering with Trustee Kameelah Wilkerson and teen members of the Masjid Al-Taqwa, the District shared



a series of virtual storytimes, crafts, and tutorial programs promoting patron fun and learning about the month of Ramadan.

Youth and Family Services had a grant proposal funded by the California State Library for Virtual Youth Programming. The funds allowed the District to purchase programming kits of iPads and Apple pencils for families, teens and tweens to use in the library and at home, if needed.

California Humanities awarded Teen Services grant funding to create a program called "Shared Landscapes: Mapping Teen Altadena," a multimedia documentary project that asks local teens to map sentiment to place and answer the question: "What does it feel like to be a teen navigating the geography of the San Gabriel Valley and beyond?"



**May 2021**

Youth and Family Services and Adult Services led a **Free Comic Book Day**, providing more than 75 patrons with free comic books and Baby Yoda craft kits.

**June 2021**

The District hosted three Inspire Harmony community events. More than 200 community gathered to enjoy dinner and music, and share their aspirations for the community, current challenges and their vision of Altadena Libraries.

Youth and Family Services prepared English and Spanish language Read with Me kits. Available for check out, the kits contain 5 to 8 librarian selected picture books, featuring diverse authors, illustrators, and characters.

The District kicked off its summer reading challenge and launched the Curiosity Connection, its new mobile library, rolling out to pop-up events at community programs and parks.

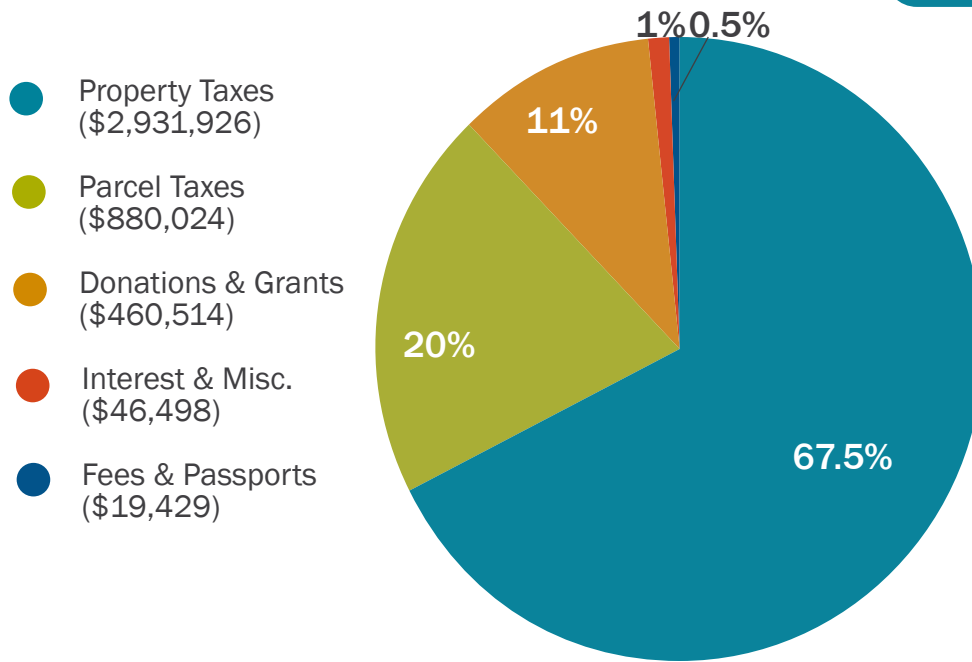


# Finances

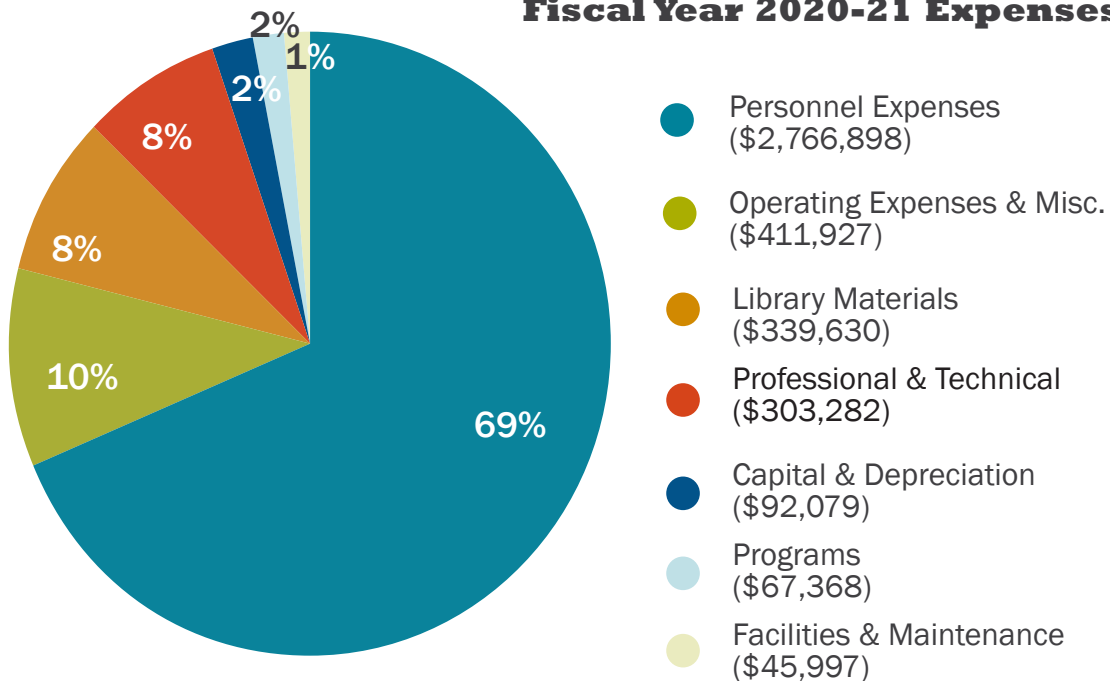
## Financial Highlights

Total revenues from all sources increased by 10.81%, while total expenses for the District's operations increased by 3.54%. The District's net position increased 27.67%.

### Fiscal Year 2020-21 Revenue



### Fiscal Year 2020-21 Expenses



# By the Numbers

## CIRCULATION

**128,818**

Circulation statistics measure the amount of checkouts (books, movies, music, etc.) throughout the year.

## HOLDS PLACED ON ITEMS

**15,086**

## VISITORS TO LIBRARIES

**9,271**

## NEW LIBRARY CARDS ISSUED

**1,034**

## TOTAL EVENTS/PROGRAMS

**211**

## ATTENDANCE AT EVENTS/PROGRAMS

**2,026**

## REFERENCE QUESTIONS ANSWERED

**1,523**



**160,114**

Virtual Visits to Library Website

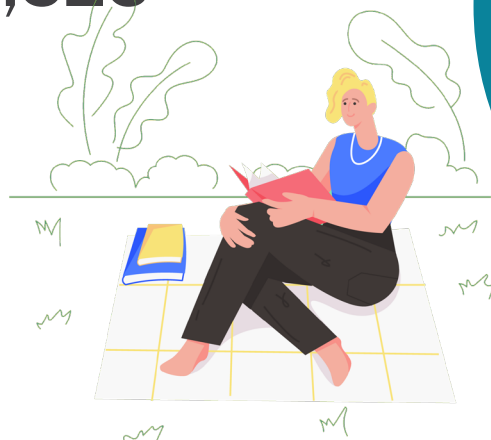
**5,069**

Monthly Average Digital Circulation

**100,000+** YOUTUBE VIDEO VIEWS

**17,196** HOURS OF WATCH TIME

**185** YOUTUBE VIDEOS PUBLISHED OF ACTIVITIES, LITERARY READINGS AND MORE!



# Friends of the Altadena Library

Established in 1959, the Friends of the Altadena Library is an organization committed to the support of the Altadena Libraries. The organization stimulates public interest in the District, assists with funding to purchase materials, and supports cultural and educational programs. We thank the many Friends from July 2020 to June 2021 for their generosity, enthusiasm, and passion for our libraries!

Hafsah Abdus-Shakur	Susan Chorpensing & Ken Okuno	Robert B. Gounley & Paula J. Delfosse	Kathy Kobayashi & Hal Barron	Jane Murphy, MFT	Timothy Rutt
Christopher Acone	Ken Okuno	Paula J. Delfosse	Barron	Kathy Musial	Roberto Salgado
Jamie Albertson	Katie Clarke	Jackson Gourdikian	William & Kathy Korn	Steve & Louisa	Alvarez
Senem Alkac	Theodore Clarke	Phillip & Susan Grant	Jim Vitale & Dale	Nagler	Nicole Sanchez
Tolga Alkac	Cindy Cleary	John & Janice Green	Lacasella	Rocio Nava	G. Sanchez
Jannette Allen	Chad Cliburn	Jennetta Gregorio	Timothy LaForge	Carol Neilson	Mauricio Santa Cruz
Alvis Alverado	Julia Collins	Edwin Gregorio	Vicki Laidig	Dannielle Nelson	Nick Santangelo
Gretchen Anderson	Marilyn Commodore	Ramona Guerra	Mary Lou Langedyke	June Newberry	Julie Sauter
Warner Anderson	John M. Cox	Maria Guillen	Alfonso Larde	Claire Newman	Len Schaustal
Terry Andruess	Kelly Cozy	Jon and Marcia	Dr. Sharon & Andrew	Lam Nguyen	Scott Siegal
Anne Armbrust	Marcus Crawford	Hallrasmussen	Mishlein Laubach	Karen Nishimoto	Nancy Yamauchi-Siu
Kimberly Ashley-Robinson	Francesca Creed	Louise Hamlin	Natalie Lennon	Cynthia & George	& Roland Siu
Sally Asmundson	Sallie Cruise	Cameell Hanna	Timothy Lennon	Null	R. Skinner
Robert Ballou	Steve & MaryAnne	Sayuri Hanna	Joshua Li	Chris O'Malley	Diana Spagnoli
Lois Bascom	Cunningham	Bob & Lisa Harrison	Lin Li	Bryant Ortiz	Marie & Robert
Priscilla & Richard Benson	Tawny Curtis	Larrisa Hart	Elaine Lissy	Robert Oventile	Spencer
Stephen Berkman	Gretchen Dalton	Lynn & Daryl	Richard Long	Rosa Palencia	Clark Stevens
Jeanette Bernabe	Dave Datz & Marla	Haselton	Michael Loria	Phyllis & Dorai Paris	Victoria Stratman
David Berry & Erika Schickel	Knutsen	Robert Hecksher	Elpidio Loveranes	Matthew Parker	Joy and Don Strayer
Jack & Alexis	Bronwyn Dawson	Jill Henley	Marcos Luna	Helen Parker	Sabrina Sulelman
Bilheimer, Jr.	Derrick Deane	Mary Herbert	Karen & Robert Lynn	Isabel Parrott	Dale Sumida
Bobby Binissa	David Domingus	Rubin Hernandez	Barbara Madden	Carla Partma	Susan Sundberg
Adrienne Bratton	Pauline Dutton	Rainell Hernandez	Marilyn Madsen	Robert Pendleton	Chris & Lisa Swan
Bridget Brewster	Mary Elgalalawi	Tomi Horn	Kathy Mahaffey	Alice Peterson	Erik Tapia
Marne Brown	Jordan & Judith Ellis	Monica & Tom	Vahe Mankerian	Phi Phan	Peggy Taylor
Anne Browne	Theosophical	Hubbard	Chuck Manning	Nancy Pine	Warren Telting
Marie & David	Endowment Corp.	Dr. Barbara Hunt	Melinda Marangi	Nancy O'Neill c/o	William Tema
Buccolo	Jesse Espinoza	Stewart Hunter	Robert Marin	Hoopla Pine	Kenny Thomas
George Buck	Janet Fahey	Bev. A. Huntsberger	Mark & Paula	Gerald Redus	Vickie & Evan
Jean Lynn & L. Albert	Rosa Maria Zaldivar	Valeria Hurtado	Mariscal	Rachel & James	Thompson
Buennagel	Farrer	Maurizio Iacono	Sharon Marsh	Rehwald-Merriam	Alice Thompson
Jared Burton	Justene Fernandez	Janet Jarvits	Bob Maschi	Eric Wm. Reid	Constance Thornton
Gary Bush	James & Elizabeth	Renato Jimenez	Anita Mawer	Christopher	Benjamin Townsend
Wm. Louis & Edith	Flemming	Jesse Johnson	Rex Mayreis & Joan	Richardson	James Truitt
Byerly	Marlane Forsberg	Brian Johnston	Kaplan	Charles Richardson	Sharon Uretz
Reynolds Cafferata	Mie & Steven	Laura Jones-Barr	Laureen A. McCoy	Brian Rico	Adam Van Der
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Dr. Sharon M.	Jacqueline Freeman	Ruth Judkins	Tommy & Gwendolyn	Ritchie	Wesley Velez
Carnicke	Jerry Friedman	Betsy Kahn	McMullins	Ruth Rivas	Kameelah Waheed
Ellen Carroll	Marcy Froehlich	Debbie Kaplan	Jon and Marcia Miller	Gilbert Rivera	Ken Walz
Colby Carter	Steven Furlanetto	James Keane	Beth Miller	Marianna Rivinus	William J. Warren
Michelle Chan	Melvin Galvez	Frances Keane	Rebecca Mitsuse	Allen Robateau	David Welch
Don Chaput	Steven Hawkins & Anne Garrett	Eric Kessler	Dianne Moore	Walter & Linda	Patricia Willis
Amy Chen	Karen Gibson & Gerry	Natasha Khawja	Robert Moses	Roberts	Nikki Winslow
Michel Choban, Jr.	Rothschild	Jason Kim	Margaret Mostue	Delta Robinson	John Wood
Anne Chomyn	Tamra Goins	Carole King	Mark Mueller	Eva Rosales Huezio	Dmitri Yniguez
	Dr. Bruce Goldberg	Daniel Kirya	Justin Mulry	Myke Rost	
		Alan Kita	Robert & Patricia	Nancy & George	
			Murar	Rothwell	

Learn more and get involved at [www.altadenalibrary.org/friends](http://www.altadenalibrary.org/friends)

# Altadena Library Foundation

The Altadena Library Foundation is a nonprofit organization dedicated to supporting and enriching the facilities, services and resources of the Altadena Libraries. We offer our most sincere gratitude and appreciation to Fiscal Year 2020-2021 donors.

Emily Abbott  
Altadena Ale House  
Altadena Hardware  
Altadena Real Estate  
Company  
Mary and Terry Andrues  
Anonymous  
Alma Apodaca  
Steve Aranda  
Jeff Austin  
Bacchus' Kitchen  
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Andrew Boada  
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Neil Brown  
David Buccolo  
Bulgarini Gelato Vino Cucina  
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Elisa Callow  
Jason Capell  
Chloé Cavelier  
Lisa and Bruno Cavelier  
Rushmore Cervantes  
Kyllyn Chaney  
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Cindy Cleary  
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Maggie Cortez  
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Erin Delawari  
Leslie Denk and Dan  
Kaufman

Paula Dersom  
Dawn Digrius Smith  
Brenda Dillon  
Peter Doms  
Pauline Dutton  
Grace Dyrness  
El Patron Mexican  
Restaurant  
Fair Oaks Car Wash  
Raymond Francis  
Gnaulati and Chunn  
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Market  
Lucinda Haagenson  
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Nora Hampton  
Renee Hines  
Michael Holland  
Hoopla! An Emporium of  
Good Things  
Monica Hubbard  
Eugene Hutchins  
Marjorie Jacobs  
Veronica Jones  
Michele Judd  
Betsy and Howard Kahn  
Robert Karatsu  
Christopher Kellermeyer  
Steve Kerekes  
Carole King  
Mindy Kittay  
Victoria Knapp  
Kevin Koga  
Cynthia Kumanchik  
The Kumanchik-Bohland  
Family  
The Langham,  
Huntington, Pasadena  
Nora Lee

Katherin Loughrey  
Ouida Lujan  
Anita and Vince Lawler  
Paula and Mark Mariscal  
David Mayo  
Gwendolyn McMullins  
Gail Meltzer  
Helen Milner  
Robert Moses  
Patricia and Robert Murar  
Judith Nelson  
Claire Newman  
Michael Noll  
Mary Novak  
Evelyn Novello  
Nuccio's  
Nurseries  
Paula and Jim  
Orlandini  
Christopher Oze  
Pasadena  
Community  
Foundation  
Pasadena  
Tournament of  
Roses Foundation  
Patticakes  
Patricia Pengra  
Willianne Perry  
Claire Philips  
Photography by Walt  
Stephanie Pinto  
Pizza of Venice  
James Potter  
Mikala Rahn  
Rachel Rehwald-Merriam  
Fox's Restaurant  
Rhythms of the Village  
Jessica Robinson  
Natalya Romo  
Rotary Club of Altadena  
Gerry Rothschild  
Elizabeth Seffel  
Scott Siegal  
Sarah Soifer

Southern California  
Children's Museum  
Wendy Storch  
Martha Strain  
Victoria Stratman  
Sunrise Meadow Farm  
Sweeter Than Honey  
Edward Jones  
Sandra Tully  
Cheryl and Ron Turkal  
Twin Cities Digital, Inc.  
Unbound Dance Studio  
Unincorporated Coffee  
Urban Homestead  
Institute

The Altadena Library Foundation's mission is to bring people, ideas, and resources together through fundraising and advocacy. To learn more about our efforts and to get involved, please visit [www.altadenalibraryfoundation.org](http://www.altadenalibraryfoundation.org).

Julia Valencia  
Rae Vavra  
A. Vijayaraghavan  
Lola Warlick-Bryant  
Webster's Community  
Pharmacy  
Stephnie Weir  
Briegh Winderbaum  
Buena Vista Winery  
Nikki and Jarrad Winslow  
Melissa Wu  
Michele Zack

We apologize for any errors or omissions in this acknowledgement of gifts. If you have a correction, please email us at [manager@altadenalibraryfoundation.org](mailto:manager@altadenalibraryfoundation.org).



### **Main Library**

600 E. Mariposa Street, Altadena, California 91001  
Phone: (626) 798-0833

#### **Hours**

Monday & Tuesday: 10:00am – 8:00pm  
Wednesday – Friday: 10:00am – 6:00pm  
Saturday: 10:00am – 4:00pm  
Sunday: Closed



### **Bob Lucas Memorial Branch & Literacy Center**

2659 Lincoln Avenue, Altadena, California 91001  
Phone: (626) 798-8338

#### **Hours**

Monday – Friday: 10:00am – 6:00pm  
Saturday & Sunday: Closed

[www.AltadenaLibrary.org](http://www.AltadenaLibrary.org)





**BOARD OF LIBRARY TRUSTEES  
AGENDA ITEM VIII.H. REPORT FOR FEBRUARY 2022**

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

**MEETING DATE:** February 28, 2022

**PREPARED BY:** Nikki Winslow

**LOCATION:** Virtual Meeting

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**TITLE:** Review and Approval of Resolution 2022-03 to Extend the Provisions of Resolutions 2021-05 Authorizing Remote Teleconference Meetings of the Legislative Bodies of the Altadena Library District for the Period of March 1, 2022 – March 30, 2022

**BACKGROUND:**

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

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

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

We have drafted Resolution 2022-03 that re-authorizes the ALD Board of Trustees to continue conducting their meetings virtually as long as there is a continued state of emergency. This resolution will need to be voted on at each regular Board meeting to extend this virtual option for all open meetings.

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



**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Staff recommends that the Board review and approve Resolution 2022-03 that authorizes the Board to continue meeting virtually for the next 30 days.

**RESOLUTION NO. 2022-03**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALTADENA LIBRARY DISTRICT RE-MAKING FINDINGS RELATING TO A DECLARED STATE OF EMERGENCY AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE ALTADENA LIBRARY DISTRICT FOR THE PERIOD OF MARCH 1, 2022 – MARCH 30, 2022 PURSUANT TO GOVERNMENT CODE SECTION 54953(E).**

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

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

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

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

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

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

**WHEREAS**, the Board of Trustees previously adopted Resolution 2021-05 on September 27, 2021 finding that the requisite conditions exist for the legislative bodies of Altadena Library District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

**WHEREAS**, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

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

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

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

**WHEREAS**, as a consequence of the local emergency, the Board of Trustees does hereby find that the legislative bodies of Altadena Library District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

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

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

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

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

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

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) March 30, 2022, or such time the Board of Trustees adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the Altadena Library District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Trustees of the Altadena Library District, this 28th day of February, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Kameelah Waheed Wilkerson, Board Secretary

\_\_\_\_\_  
Rushmore Cervantes, Board President

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard Egger, General Counsel

**Altadena Library District  
Board of Trustees  
Communication Plan Discussion Summary +  
Follow-Up**

On 1/19/22, Rushmore Cervantes, Nikki Winslow and Jennifer Coyle (consultant) met to discuss potential next steps arising from the recent Board Retreat. The following is a summary of the meeting.

The group discussed first steps for a communication plan. We agreed there are many options for this, and a phased approach is best (impossible to do it all at once). The group acknowledged the current board is so robust and effective (and this wasn't always the case). We talked about how important it is to maintain and expand the health of the Board. This was our north star as we thought about potential first step objectives:

1. Develop compelling messaging for the various districts to encourage participation and Board involvement
2. Identify barriers to entry (to Board participation) and take them down whenever and wherever feasible
3. Create points of entry to Board leadership - all along the pipeline

Recommendation: work with the Board to 1) get input on above objectives and once finalized, 2) get everything out on the table and then prioritize based on what's happening now (construction? etc.?) and what's coming in the not-too-distant future (districting?); use that to guide your prioritization and pacing.

**Additional Follow-Up**

Since we talked about personalizing the ALD "Meet the Board" page of your website (videos, etc.), I wanted to offer an interesting option that might be easier/faster to implement than video. On the Board page, each Trustee could have both a formal and more casual picture (consider the "flipping" format seen in the following websites), with answers to questions (Board related questions on the professional image side, something more personal linked to the casual photo). Here are some links to websites that use some version of this approach on their "meet the team" pages.

[Digital Marmalade](#) - if you click on the people on their "Meet the Team" page, you will see the picture flips and provides some interesting stats. I know that's not exactly what we're discussing; I'm sharing this more so that you can see the mechanism.

[Bolden](#) - here, on the "About" page, you will see an example of dual images (hold your cursor over the team member and you will see another pose/side)

Here are some ideas for questions to get the creative juices flowing (thank you, Kameelah!):

Professional/Board related questions	Personal questions
How long have you served?	Where were you born?
What's your role/what committees are you on?	What is something you love about Altadena (this could also be a Board-related question)?
Why do you serve? What drew you into service?	What are you currently reading/listening to?
What's your favorite part of being a Trustee?	Favorite quote? Favorite movie quote?

Finally, during our meeting we talked about developing several answers to the "why do I serve on the Board" question. Since one of the goals that came from the Retreat was to develop messages that speak to a wide range of people, this is a start. Again, feel free to add/edit.

- I love the Altadena community; I live here, work here and want to serve.
- This is a great way for me to learn about local government; I have an interest in growing my involvement in government and this is such a great place to start and learn.
- I am developing my leadership skills; I enjoy working with this group of people and each one of them brings something very different to the table. I'm constantly learning from this wonderful group.
- I am grateful for all that I have; I want to give back to my community.
- I am a big supporter of the library's mission of lifelong learning and service; I want to be an advocate for that.
- I felt I could help this agency build trust with the community.
- I want to increase representation for all.
- I want to be part of ensuring transparency and accountability within my community's local government.