



## AGENDA

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

### IMPORTANT NOTICE REGARDING October 24, 2022 MEETING

This meeting will be conducted in a hybrid fashion, utilizing teleconference, electronic, and in-person means consistent with the **State of California Executive Order N-29-20** dated March 17, 2020, regarding the COVID-19 pandemic and Altadena Library District Board of Trustees' Resolution 2021-05. The live stream of the meeting may be viewed by visiting the Altadena Library District's YouTube channel at the following URL  
<https://www.youtube.com/c/AltadenaLibrary>

**SUBMISSION OF PUBLIC COMMENT:** For those wishing to make Public Comments at the October 24, 2022 Meeting, you may present your comments in-person during the meeting, or submit by email to be read aloud at the meeting. For emailed comments, 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. If you would like to make your comment virtually, you may also select on the form "*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, online, or attend the meeting in-person, you can call in to (626) 798-0833 ext. 103, 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 x103 at least 48 hours prior to the meeting so the Altadena Library District may make reasonable arrangements to ensure accessibility to the meeting.

**LAND ACKNOWLEDGEMENT:** 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, through our collection development, resources, and program offerings.

- I. Call to Order
  - a. Land Acknowledgement
  
- 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
  - a. The Board of Library Trustees hereby approves the items and recommended actions in the Consent Calendar listed below:  
  
Approval of Minutes – Regular Meeting held September 27, 2022 [Pages 4-13](#)
  
- IV. Consideration of Items Removed from the Consent Calendar  
*Items removed from the Consent Calendar discussed individually at this time.*
  
- V. Department Updates & Special Presentations (Informational)
  - a. Department Update Reports – September 2022 [Pages 14 - 29](#)
  
- VI. Reports (Informational)
  - a. Support Groups
    - i. Altadena Library Foundation [pages 30 - 34](#)
    - ii. Friends of the Altadena Library
  - b. District Director's Report [Pages 35 - 43](#)
  - c. Financial Reports – September 2022 [Pages 44 - 55](#)
  - d. Board of Trustees Standing Committee Reports
    - i. CFD Committee Report [Page 56](#)
  - e. Board of Trustees Ad Hoc Committee Reports
    - i. Facilities Committee [Page 57](#)
  - f. Liaison Reports
    - i. Government Liaison Report [Pages 58 - 59](#)
  - g. Trustee Reports
  
- VII. Unfinished Business
  
- VIII. New Business
  - a. Review and Approval of RFP for HR Consulting Services **(Action)** [Pages - 60 -90](#)
  - b. Review and Approval of Extension of Professional Development Consulting

Services **(Action)** [Pages 91 - 95](#)

- c. Review and Approval of RFP for Vending Machines **(Action)** [Pages 96 - 125](#)
- d. Review and approval to set-up CEPPT for the District **(Action)** [Pages 126 - 171](#)
- e. Review and approval of the Holidays and Closures calendar **(Action)** [Pages 172 - 173](#)
- f. Review and approval of the Board of Trustees Meeting Calendar **(Action)** [Page 174](#)
- g. Review and Approval of Resolution 2022-19 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 November 1, 2022 – November 30, 2022 **(Action)** [Pages 175 - 177](#)

*IX.* Governance

- a. Board Nominations Closing (Registrar-Recorder/County Clerk Notice) [Pages 178 - 179](#)
- b. Board Vacancy Update
- c. Upcoming Special Meeting date(s) in November
- d. LAFCO Voting Member ballot [Pages 180 - 189](#)

*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 – September 27, 2022 – 5:00 p.m.

### IMPORTANT NOTICE REGARDING September 27, 2022 MEETING

This meeting will be conducted in a hybrid fashion, utilizing teleconference, electronic, and in-person 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  
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I. Call to Order

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

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

a. Land Acknowledgement

Trustee Cervantes read the Land Acknowledgment.

II. Consideration of Urgency items to be added to Closed Session

a. Approval/Reordering of Closed Session Agenda Items

Trustee Cervantes proposed an amendment to the closed session agenda to include an item regarding a former employee claiming possible personnel violations by the District. Trustee Cervantes called for a vote to include this item in closed session, pursuant to Government Code § 54956.9(d)(2)

**Moved by Trustee Capell to amend the closed session agenda.**

**Seconded by Trustee Wilkerson**

**Trustee Cervantes opened the floor for discussion.**

**No discussion followed.**

**Trustee Andruess: Aye**

**Trustee Capell: Aye**

**Trustee Clark: Aye**

**Trustee Cervantes: Aye**

**Motion passed**

b. Adoption of Closed Session Agenda

**Moved by Trustee Capell to adopt the closed session agenda.**

**Seconded by Trustee Wilkerson**

**Trustee Cervantes opened the floor for discussion.**

**No discussion followed.**

**Roll Call Vote:**

**Trustee Andruess: Aye**

**Trustee Capell: Aye**

**Trustee Clark: Aye**

**Trustee Cervantes: Aye**

**Motion passed**

III. Closed Session Public Comment – This is an opportunity for members of the public to

address the Board on any subject matter within the Closed Session. Please address the Board, as a whole, through the Chair. Individuals will be given three (3) minutes to address the board.

No public comment made.

IV. Closed Session – 5:00 pm

- a. Motion to convene to Closed Session
- b. The Board of Trustees will recess into closed session pursuant to the Ralph M. Brown Act (Government Code Section 54960 et.seq.) for the purposes of discussing and/or taking action on the following items:
  - i. Public Employee Performance Evaluation Pursuant to Government Code Section 54957 Title: District Director
  - ii. Conference with Labor Negotiator  
Pursuant to Government Code Section 54957.6 District Designated Negotiator: Roger Crawford, Chair Unrepresented employee: District Director
  - iii. Reconvene to Open Session

V. Open Session

The meeting reconvened to open session by Trustee Cervantes at 5:42 pm.

Trustee Cervantes provided the Closed Session Report stating there was no reportable Action.

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 Andruess to adopt the agenda.**

**Seconded by Trustee Capell**

**Trustee Cervantes opened the floor for discussion. No discussion followed.**

**Roll Call Vote:**

**Trustee Andruess: Aye**

**Trustee Capell: Aye**

**Trustee Clark: Aye**

**Trustee Cervantes: Aye**  
**Motion passed**

d. Public Comment on Non-Agenda Items

No public comment made.

VI. Consent Calendar

**Moved by Trustee Clark to adopt the Consent Calendar.**

**Seconded by Trustee Andruess.**

**Trustee Cervantes opened the floor for discussion. No discussion followed.**

**Roll Call Vote:**

**Trustee Andruess: Aye**

**Trustee Capell: Aye**

**Trustee Cervantes: Aye**

**Trustee Wilkerson: Aye**

**Trustee Clark: Aye**

**Motion passed.**

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

a. Approval of Minutes – Regular Meeting held August 22, 2022

VII. Consideration of Items Removed from the Consent Calendar

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

No items were removed.

VIII. Department Updates & Special Presentations (Informational)

a. Department Update Reports – August 2022

Trustee Andruess was an attendee of the Poets Laureate event and applauded the event's high attendance. Trustee Wilkerson thanked the staff for including the patron success story in the Adult Services report, regarding a patron assisted by staff in preparing to return to the workforce. Trustee Wilkerson also expressed thanks for the Altadena indigenous history display, and for the inclusion of the literacy student article included in the Bob Lucas report. Trustee Clark thanked staff for their continuing extensive reports each month.

IX. Reports (Informational)

a. Support Groups

i. Altadena Library Foundation

Foundation president Bridget Brewster provided the Foundation report. The Foundation adopted an official vision statement. The Foundation is looking into how they can sustainably exist far into the future, and will hold a special meeting in October to review considerations put forth. Taste of

Dena, the Foundation's seminal fundraising event, raised \$33K. There were 200 registered guests.

ii. Friends of the Altadena Library

Friends president Tom Ruffner was not present. Trustee Cervantes referred the Board to the Friends report included in the Board package.

b. District Director's Report

District Director Winslow reported on the agenda item.

Of note:

Mylinh Hamlington was thanked for her contributions and service in the role of Youth and Family Services manager. The District is actively recruiting for the vacancy of this role. Fin Lee was also thanked for their service as assistant librarian in Youth and Family Services. They accepted a full-time position with the City of Alhambra library working with tween-aged youth. At this time, the District does not plan to pursue filling the vacancy of the assistant librarian position, but will recruit for a library clerk.

The District was awarded over \$7.5 million from the California State Library. These funds will go toward the building projects for the Main Library. District Director Winslow thanked Facilities manager Jonathan Arevalo, IT/TS manager David Zearbaugh, former Youth and Family Services manager Mylinh Hamlington, and Jennifer Pearson of Rachlin Partners for their contributions in drafting and submitting the grant application to the state.

c. Financial Reports – July and August 2022

District director Winslow reported on the agenda item.

The District Director was pleased to announce that the report included the previous month's financials for the first time, as well as a variance analysis. The inclusion of the previous month's financial reports will now be included in all future Board reports. Trustee Andruess expressed gratitude for the inclusion of the most recent month's report and variances going forward.

d. Board of Trustees Standing Committee Reports

i. CFD Committee

No report provided. The September CFD committee has been rescheduled to October 3<sup>rd</sup>.

ii. Budget Committee

Trustee Clark reported on the agenda item.

e. Board of Trustees Ad Hoc Committee Reports

i. Facilities Committee

Trustee Capell provided the report. Trustee Capell expressed excitement for how the building projects are moving forward. Trustee Capell inquired regarding the time limit for the spending of the bonds for the building projects once they are issued. District Director Winslow will take this inquiry to Doug Anderson for clarification.

ii. Evaluation Committee

Trustee Clark provided the report. The Board was set to vote on this item under new business (Agenda Item XI.D).

f. Liaison Reports

i. Government Liaison Report

Trustee Andruess provided the report. Trustee Andruess provided an update regarding the Taxpayer Protection and Government Accountability Act. The signature collection for the ballot initiative was due September 27<sup>th</sup>, and as of Trustee Andruess's reporting, there are not enough signatures for the initiative to be placed on the ballot. Trustee Andruess repealed the recommendation to object this potential ballot initiative using the CSDA template, on the grounds that it is not likely to be placed on the ballot.

g. Trustee Reports

i. Trustee Katie Clark

Trustee Clark provided the report. Trustee Clark thanked District Director Winslow and Assistant Director Watts for walking through the book challenge process for the library. Trustee Clark included in her Trustee report a thorough overview of the current climate regarding initiatives to ban and censor books across the nation. Included also are recommendations for what actions can be taken against book banning initiatives.

X. Unfinished Business

None.

XI. New Business

a. Review and Approval to Amend the District Director's Employment Contract and/or Compensation **(Action)**

Trustee Cervantes introduced agenda item XI.A.

**Moved by Trustee Capell to Amend the District Director's Employment Contract.**

**Seconded by Trustee Andruess.**

**Trustee Cervantes opened the floor for discussion. No discussion followed.**

**Roll Call Vote:**

**Trustee Andruess: Aye**

**Trustee Capell: Aye**

**Trustee Cervantes: Aye**

**Trustee Wilkerson: Aye**

**Trustee Clark: Aye**

**Motion passed.**

- b. Review and Approval of Evaluation Facilitator Provider for District Director Annual Evaluation **(Action)**

Trustee Clark introduced agenda item XI.B.

**Moved by Trustee Clark to approve the recommended Evaluation Facilitator Provider for the District Director Annual Evaluation.**

**Seconded by Trustee Capell.**

**Trustee Cervantes opened the floor for discussion. Trustee Wilkerson inquired if the proposed Evaluation Facilitator Provider as part of the District Director's annual evaluation needed to be specified in the District Director's contract. Trustee Clark responded that the means by which the District Director is evaluated does not need to be explicitly specified in the contract**

**Roll Call Vote:**

**Trustee Andruess: Aye**

**Trustee Capell: Aye**

**Trustee Cervantes: Aye**

**Trustee Wilkerson: Aye**

**Trustee Clark: Aye**

**Motion passed.**

- c. Review and Approval of the Bob Lucas Memorial Library Design Plans **(Action)**  
District Director Winslow introduced agenda item XI.C.

**Moved by Trustee Capell to approve the Bob Lucas Memorial Library Design Plans.**

**Seconded by Trustee Andruess.**

**Trustee Cervantes opened the floor for discussion. No discussion followed.**

**Roll Call Vote:**

**Trustee Andruess: Aye**

**Trustee Capell: Aye**

**Trustee Cervantes: Aye**

**Trustee Wilkerson: Aye**

**Trustee Clark: Aye**  
**Motion passed.**

- d. Review and Approval of RFP for Accounting and Financial Consulting Services  
**(Action)**

District Director Winslow introduced agenda item XI.D.

**Moved by Trustee Capell to approve the RFP for Accounting and Financial Consulting Services.**

**Seconded by Trustee Andruess.**

**Trustee Cervantes opened the floor for discussion. No discussion followed.**

**Roll Call Vote:**

**Trustee Andruess: Aye**

**Trustee Capell: Aye**

**Trustee Cervantes: Aye**

**Trustee Wilkerson: Aye**

**Trustee Clark: Aye**

**Motion passed.**

- e. Review and Approval of Staff Accountant Job Description **(Action)**

District Director Winslow introduced agenda item XI.E.

**Moved by Trustee Clark to approve the Staff Accountant Job Description.**

**Seconded by Trustee Capell.**

**Trustee Cervantes opened the floor for discussion. No discussion followed.**

**Roll Call Vote:**

**Trustee Andruess: Aye**

**Trustee Capell: Aye**

**Trustee Cervantes: Aye**

**Trustee Wilkerson: Aye**

**Trustee Clark: Aye**

**Motion passed.**

- f. Review and Approval of Resolution 2022-16 to Establish Authorized Signatures  
**(Action)**

District Director Winslow introduced agenda item XI.F.

**Moved by Trustee Wilkerson to approve Resolution 2022-16 to Establish Authorized Signatures.**

**Seconded by Trustee Capell.**

**Trustee Cervantes opened the floor for discussion. No discussion followed.**

**Roll Call Vote:**

**Trustee Andruess: Aye**  
**Trustee Capell: Aye**  
**Trustee Cervantes: Aye**  
**Trustee Wilkerson: Aye**  
**Trustee Clark: Aye**  
**Motion passed.**

- g. Review and Approval of Library Closure October 13 and 14, for commercial facility rental. **(Action)**

District Director Winslow introduced agenda item XI.G.

**Moved by Trustee Andruess to approve Library Closure on October 13 and 14 for commercial facility rental.**

**Seconded by Trustee Wilkerson.**

**Trustee Cervantes opened the floor for discussion. No discussion followed.**

**Roll Call Vote:**

**Trustee Andruess: Aye**

**Trustee Capell: Aye**

**Trustee Cervantes: Aye**

**Trustee Wilkerson: Aye**

**Trustee Clark: No**

**Motion passed.**

- h. Review and Approval of Resolution 2022-17 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 October 1, 2022 – October 31, 2022 **(Action)**

**Moved by Trustee Clark to approve Resolution 2022-17.**

**Seconded by Trustee Andruess.**

**Trustee Cervantes opened the floor for discussion. No discussion followed.**

**Roll Call Vote:**

**Trustee Andruess: Aye**

**Trustee Capell: Aye**

**Trustee Cervantes: Aye**

**Trustee Wilkerson: Aye**

**Trustee Clark: No**

**Motion passed.**

## XII. Governance

- a. Election Update

District Director Winslow provided an update for the upcoming Board Vacancy application process. A special meeting date will be set in the month of November



to appoint for the vacancy.

b. Upcoming Special Meeting dates (November)

District Director Winslow reported on the Strategic Planning Special Meeting A special meeting date will be set in the month of November to appoint for the vacancy.

XIII. Announcements & Planning

a. Correspondence

None.

b. Proposed Future Agenda Items

District Director Winslow notified the Board of the recommendation to establish CEPTT was postponed until the October 2022 regular Board meeting.

XIV. Adjournment

a. Adjourn Meeting

**Moved by Trustee Capell to adjourn the meeting.**

**Seconded by Trustee Andruess.**

**Trustee Cervantes opened the floor for discussion. No discussion followed.**

**Roll Call Vote:**

**Trustee Andruess: Aye**

**Trustee Capell: Aye**

**Trustee Cervantes: Aye**

**Trustee Wilkerson: Aye**

**Trustee Clark: No**

**Motion passed.**

The meeting adjourned at 6:56 pm.



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

**DEPARTMENT:** Adult Services

**MEETING DATE:** October 24, 2022

**PREPARED BY:** Ashley Watts

**LOCATION:** Hybrid Meeting

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### **Mobile Library**

The Mobile Library unfortunately had to miss the final concert at Farnsworth Park this year due to the event's cancellation. The library looks forward to a return to the concerts next summer. The Curiosity Connection played its part as the location of the Taste of 'Dena Wine Pull during the night of that celebration.



Additionally, the Mobile Library had three storytime outings during the month at Charles White Park, continuing that tradition with 12 attendees.

### **Fab Lab**

The Fab Lab resumed programming in September. The first offerings at this new version of the Fab Lab were a biweekly series of classes called "Fab Lab Foundations" that introduce patrons to the equipment and tools that are available for use for Lab Members. The first two sessions for September focused on using the space's Cricut cutting machine.

Registrations for the program were full and attendance for the first session was excellent. The assembled group of 6 had very positive feedback from the session and embraced the spirit of the new Fab Lab where participants are invited to explore their creativity and learn from each other. One of these early Lab Members has already returned to use the Cricut to prepare Quinceañera decorations for her niece. Further Fab Lab Foundations series are forthcoming in October and November.

## Library of Things

The Library of Things Team showed off forthcoming procedural enhancements for the circulation of Library of Things collection items. These improved procedures were part of an internal “petting zoo” where staff were able to familiarize themselves with the newest items in the collection. Shortly after the petting zoo new items became available for checkout:

### At Bob Lucas:

1. Birding Kit with binoculars and field guides
2. Gardening Kit with hand tools



### At the Main Library:

1. Bocce Kit
2. Pickleball Kit
3. Polaroid Instant Camera Kit
4. Steel Drum Kit
5. Mahjong Game Kit



## Seed Library

For September, we held our annual roundtable meet up. This informal information sharing circle is a favorite with our SLOLA members. Everyone comes with questions and shares advice, tricks, and what has worked for them in the garden. The casual conversation style of a roundtable highlights that everyone is an expert in what they have experienced, and we each have knowledge to bring to the table. We had 30+ people attend along with several master gardeners 4+ to help answer the tough questions.



### Art at the Library

For the month of September, we displayed the Altadena Historical Society exhibit, *Theatre Americana Remembered*. Neighbors got to learn about the history of the Davies Memorial Building in Charles Farnsworth Park — where Theatre Americana performed for many decades.



**ON EXHIBIT**

**THEATRE AMERICANA REMEMBERED**

September 3 to 29, 2022

Presented by the Altadena Historical Society  
on display at the Altadena Main Library Community Room



Built by unemployed Altadenans under the flag of the Works Progress Administration (WPA), the Davies Memorial Building — where Theatre Americana performed for many decades — was completed in 1934. The achievement was the result of extensive community partnerships, including some of note, such as: Mrs. Ruth Thurber, William D. Davies (building was named in his honor), Altadena Women's Circle, Altadena Women's Club, author Zane Grey, and others.

*"Theatre Americana was never just a building - nor was it just a little community theatre. Over time, it filled many other roles: a place to learn play-writing, stage production, decorating, set design, make-up/ costumes, acting and everything else that helped create an entertaining performance."*  
Altadena Historical Society, *The Echo*, v. 90, no. 2



a

### Art Curation Team

6 students spent 20+ hours together in the month of September learning, creating, connecting, and exploring through a four-class Series on *Understanding the Differences among Fibers & Fixative (Mordants)*. Botanical Printing opens conversations around science, art, and nature. Everyone learns from each other and leaves each class with something they made through experimentation!





Feedback from some of the participants from both the August & September workshops around the prompt:

***What did you like most about the program?***

*“Having the opportunity to meet other folks who enjoy art from the local area.”*

*“Connecting with other crafts people and learning from each other.”*

*“Foundational course on mordants, dye, iron, blankets – achieving clear prints.”*

*“I enjoyed the subject and learning in a small group with an incredibly knowledgeable professor.”*

*“Making and exploring prints on different fabrics. Thanks Linda, for providing all the wonderful supplies and fabrics.”*

*“The teacher is very knowledgeable in the area. Great class! Great instructor!”*

*“The knowledge and clear direction from the instructor which gave us the opportunity to explore many creative avenues.”*

*“Hands-on making & exploring. Thankful for all the materials supplied!”*

*“Being outside – Linda’s energy & knowledge – the students and their willingness to learn & experiment.”*

*“The opportunity to learn from Linda, possibly the most knowledgeable botanical dyer in the U.S.!! She is a rockstar!”*

**Author Talk and Book Signing with Khentru Lodro**

Author and Tibetan Buddhist monk, Khentrul Rinpoche discussed and signed his latest book, "The Power of Mind: A Tibetan Monk's Guide to Finding Freedom in Every Challenge". There was 45+ people in attendance. This program was planned in partnership with an individual community member and was a powerful and special experience for all in attendance.

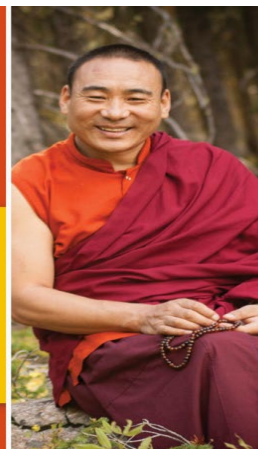
## Author Talk: Khentrul Lodrö T'hayé Rinpoche on "The Power of Mind"

**SATURDAY, SEPTEMBER 17, 2022**  
**11:30am – 3:00pm**  
**Main Library Community Room**

**600 E. Mariposa Street**  
**Altadena, CA 91001**

Author and Tibetan Buddhist monk Khentrul Rinpoche will discuss and sign his latest book, "The Power of Mind: A Tibetan Monk's Guide to Finding Freedom in Every Challenge."

"The Power of Mind" provides the proven path of lojong, or mind training, for changing our experience from the inside out. Regardless of what's happening in our lives, Khentrul Rinpoche teaches that our route to freedom lies in our minds.



### ABOUT THE AUTHOR

Khentrul Lodrö T'hayé Rinpoche is the abbot of a monastery in Tibet and oversees meditation groups across North America, Australia, and South Africa. Since 2002, Rinpoche has traveled year-round teaching seminars and leading retreats. During the COVID pandemic, Rinpoche held

### First to Go: The Story of the Kataoka Family

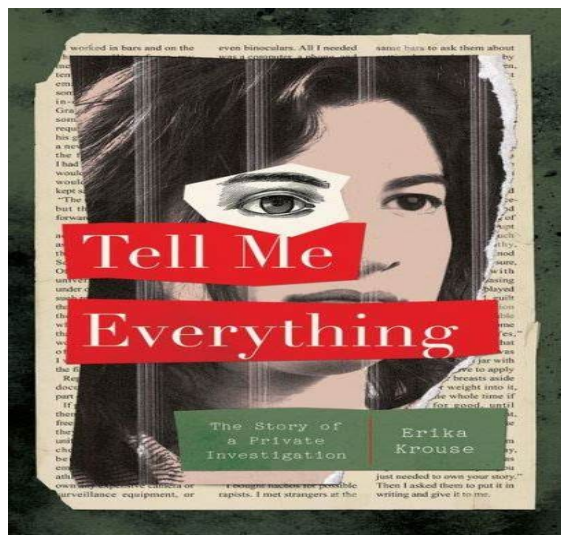
Director Miles Matsuno's film screening was a smashing success. 35 people attended a short film screening and Q&A in the Community Room on September 24<sup>th</sup>. There were many shared stories about people's experiences with Japanese internment.

### Chess Night

Chess night continued this month with a total attendance of 36 patrons!

### True Crime Book Club

Book: Tell Me Everything by Erika Krouse. 7 patrons were in attendance on Zoom.





*Email from book club member:*

I really enjoy these sessions and you choose great books!!!

I would never have read this book otherwise. What a great read. I recommended it to a friend.

*Feedback received during the session:*

Sherrie couldn't wait to listen to it.

Lisa said she couldn't put it down.

Highly recommended by the whole group.

**Displays**

For the display in September, to help spread the word for our annual Taste of Dena fundraiser, the team put up a cookbook display and giant flyer for the event on our main glass window. Like always, we try to help our support groups in any way we can!



**BOARD OF LIBRARY TRUSTEES  
YOUTH & FAMILY SERVICES REPORT FOR  
SEPTEMBER 2022**

**DEPARTMENT:** Youth & Family Services

**MEETING DATE:** October 24, 2022

**PREPARED BY:** Ashley Watts

**LOCATION:** Hybrid Meeting

***Children's Services***

**Storytime is Back!**

Storytime started again in September! We are offering weekly outdoor Baby/Toddler Storytime and Preschool Storytime and have added a new monthly Bilingual Storytime, "Cuentos and Canciones!". Our September Storytime's were all well attended, averaging 30+ participants.

**Family Jam Session**

Our new series, Family Jam Session invites families to explore different instruments that make all types of sounds and learn about basic rhythms. This month's jam session focused on shakers and maracas. We had a great turnout of 50 participants.



*Picture of families learning about playing on the beat*

**Sew Fun!**

Our sewing series for children **Sew Fun!** has been well received with registration filling up for this month's two workshops where participants learned how to sew a library card holder in celebration of



National Library Sign up Month and sew a felt bookmark. Families have shared positive feedback for this program with the Youth and Families Team. A mother shared with us that she brought her daughters to the program since she wanted them to learn sewing basics like she did at her Public Library as a young girl!



*Picture of family sewing their felt bookmarks*



*Picture of families at first Sew Fun program*

### **Hispanic & Latino Heritage Month**

September 15<sup>th</sup> to October 10<sup>th</sup> is Hispanic and Latino Heritage Month! We celebrated at the library with programs and a book display encouraging families to explore and learn more about Hispanic and Latino Heritage.

We hosted storyteller Barbara Wong, who shared with us folk stories from Puerto Rico, Cuba, and Mexico.



The book display in the Children's Room is inspired by Salvadorean artist Fernando Llort and features books about and by Latino and Hispanic authors and illustrators.



### **School is back in session!**

Two elementary school classes from Waldorf School visited the main library this month. We signed up new students for library cards and have set up a monthly visit to continue through the rest of the school year.

Our picture book deposit library at MonteCedro is back for the new school year. The Youth and Family Services librarian hosted a storytime workshop for volunteer readers at MonteCedro and we are excited to continue this partnership in the new school year. The volunteer readers use the picture books provided by the library to read to Preschool to 4<sup>th</sup> grade students at Altadena Arts Elementary School.

### **Teen Services**

#### **Programming**

This month, teen programming restarted after the August break. There were 8 teen programs offered, all repeats of successful summer programs, with a total of 36 attendees.

Art Lab is weekly drop-in open studio hours for teens and tweens in the Fab Lab. On the first Friday it was offered we had some students from a school visit stop by and they gave great feedback: "This is heaven" and "Can we just stay here and do this all night?" Several of the students returned with their parents the following week. Needle felting has been the biggest hit of Art Lab!





### **Gardening Club**

Gardening Club continues to care for the indoor plants and outdoor vegetable beds. This month was primarily focused on the indoor plants, since the heat waves made it unpleasant to work outdoors. Participants set up a small greenhouse in the Teen Space to start seedlings: there are now pumpkins, beets, carrots, lettuce, and chives getting ready for transplant to the outdoor beds.



### **Teen Leadership Council**

Teen Leadership Council is now meeting monthly and structured around a four-month long commitment. Three members joined this fall, and in the first meeting discussion focused on the purpose of teen library services and different areas of engagement including programming, marketing, collection development, and Teen Space design.

### **Outreach**

Teen Librarian Isabelle Briggs was accepted into PUSD's Engagement Team, a volunteer group working on drafting recommendations for the districts' strategic planning committee in charge of the upcoming 5-year strategic plan. This group includes PUSD stakeholders from throughout the district including parents, students, teachers, and community groups. The group meets twice a month from now

until December. It's been a great opportunity for the library to build stronger relationships with schools and their support groups.

### **Volunteers**

Here are a few statistics from our teen volunteer program this month:

- 8 new volunteer applications this month and 5 new volunteers who completed orientation
- 29 volunteers were active in the month of September, completing a total of 141 hours across 26 events.
- The most active volunteer this month completed 12.5 hours of volunteer service.
- This month volunteers completed 17 hours of the Young Adult fiction collection diversity audit. Volunteers also completed 22 hours in support of the annual Taste of 'Dena fundraiser.
- 

### **Professional Development**

Teen Librarian Isabelle Briggs has rejoined the California State Library's Building Equity Based Summer Co-Design project she previously participated in from Fall 2020-Spring 2021. This fall, the cohort is comprised of selected past attendees who are working on creating training materials for library staff to use in leading their teams towards more equitable summer programming. The cohort will meet bi-monthly from September through December.



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

**DEPARTMENT:** Bob Lucas Branch

**MEETING DATE:** October 24, 2022

**PREPARED BY:** Diana Wong

**LOCATION:** Hybrid

**BOB LUCAS LIBRARY & LITERACY UPDATES**

It is hard to believe we are in back-to-school season!

This September, our branch offered 11 programs and they were attended by 197 patrons. Our programs included our weekly story times at the park, gardening, youth and adult crafts, as well as, some special activities.

- Adult Craft at Loma Alta Park returned September 16<sup>th</sup> after a program break in August. We had nine total participants, including five people who had never attended the craft before! Crafters designed and assembled felt succulent wall hangings, which were cut out in preparation for this event using our Fab Lab Cricut Maker. Participants noted in their program evaluations that they really value having a space to meet new people and to participate in an adult level craft, since most free crafting programs are aimed at children and families.



- September was Self-Care Awareness Month, and we took the opportunity to spread awareness about the importance of regular self-care with a 3-week long virtual meditation program. We brought back the fabulous Amy Rutledge to facilitate the evening meditations. Additionally, staff created a September calendar that was made available at the public service desks that offered daily tips and ideas to help manage stress, improve physical well-being and make self-care a priority.



- We celebrated Hispanic Heritage Month with a special after-hours *Loteria Night* at Bob Lucas branch where we had over 25 patrons who enjoyed an evening of chance. Our Marketing Specialist and Children’s Librarian worked together to create specially designed Altadena Library themed cards that were a hit with our participants. The pan dulce and hot chocolate helped too.



- On Saturday, September 24<sup>th</sup>, our From the Garden program started off the season with the hot topic of seed saving. Jessica Yarger of SLOLA led the event and shared information on the basics of seed saving, pollination, harvest and storage.
- ChapCare certified enrollment counselors made their monthly visit to the Bob Lucas library to help families and individuals enroll for health insurance. They visit the Bob Lucas branch in the mornings and the Main branch in the afternoons. For those interested in learning about health insurance coverage, make an appointment or drop-in for service on the 3<sup>rd</sup> Tuesday of every month through December 2022.
- We started planning for a Diversity Audit of the Main and Bob Lucas collections earlier this summer and this month, we are finalizing the plans to roll out the audit project. A sub-committee consisting of Main and BL staff worked together to review and adapt the audit tool used by the YFS team to complete their audit, discussed a procedure for the project and divided collection areas between staff (just a preview--the Main’s print collection is over 27,000 titles). In the coming months, all Adult Services and Bob Lucas staff will engage in the audit to learn about the diversity and gaps in our collections. More to come!
- On the Adult Literacy front, our tutoring pairs logged in 39 hours of tutoring and ESL 21 hours of instruction for the month.





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

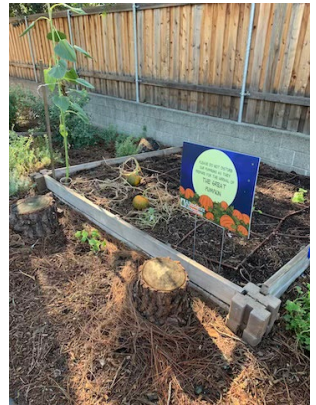
**DEPARTMENT:** Facilities  
**PREPARED BY:** Jonathan Arevalo

**MEETING DATE:** October 24, 2022  
**LOCATION:** Hybrid Meeting

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

- Annual carpet cleaning service was done at the Main Library
- Air condition repair on both units done at main library. North unit running at 100% and South unit running at 60% on the AC side 100% on the heating side
- Compost bin installed at the main library for teen gardening program
- Facilities support for various programs during the month of September
- Irrigation repairs and upgrades done by the facilities team at the Main Library
- Continued General maintenance of both libraries







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

**DEPARTMENT:** IT & Technical Services

**MEETING DATE:** October 24, 2022

**PREPARED BY:** David Zearbaugh

**LOCATION:** Virtual Meeting

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- **Phones System** – Small changes were made to the phones system to make internal calls, finding staff, and systems operate in a much more favorable fashion. Some of the recent changes include full employee name and title, pushing changes to the devices, and updating or moving hardware to improve phone connectivity and call quality.
- **Open+** – ALD met with Bibliotheca to discuss next steps for implementing Open+. While initial request from Altadena were that we be supplied with materials for both public entrances, the grant only offered funding for one single entrance. Due to retrofitting costs for both doors, the additional door controller costs, and the pending renovation, staff opted for requesting materials and retrofitting only one library entrance. The sliding door will be used as the Open+ entrance as it is ADA compliant. Door controller systems and peripherals were sent by Bibliotheca necessary in preparation for changes to the existing sliding doors.
- **Reports** – The Assistant Director, library staff, and IT Manager worked together to reinstate automated library collection materials reports to ensure the collection is being reviewed. These reports include checking the shelves for missing materials, reviewing materials reported lost to decide if the item should be re-added into the system, and many system cleanup reports for overall data integrity. In total, approximately 20 separate reports were created and will automatically distribute to the correct individuals for review.
- **Separation Checklist** – The IT & TS Manager worked with the Management and Administrative Team on instating a new Separation Checklist internal document which will ensure all proper systems and personnel actions are completed upon the separation of an employee. This has already proved valuable for Managers, IT, and Administration. The team expects to review the current Onboarding checklist as well.



**MISSION:** *Bringing people, ideas and resources together through fundraising and advocacy in support of our Altadena Libraries.*

**VISION:** *Our Altadena Libraries fully resourced. Our community fully engaged.*

## **FOUNDATION REPORT**

October 2022

**SUBMITTED BY:** Bridget Brewster, *President*

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To be prepared for our Planning Retreat in November, we held a special meeting in October to discuss how we see ourselves moving forward. The attached diagram is a simple synthesis of our conversation. We unanimously voted to continue our current path with the hope for unifying into one support organization with the Friends in order to best serve the library district. We recognize that we can do more together than might be possible as separate entities. Additionally, we want to continue conversations around major gifts, naming opportunities and building our endowment.

As a result of our receipt of a \$20,000 grant from Pasadena Community Foundation for *Fablab*, we asked for a revised Request for Funding from the library and approved the request for support in the amount of \$37,500 for the calendar year 2023.

We accepted the resignation of our Foundation Manager, Chloe Cavelier, effective October 28, 2022. Chloe has made the decision to concentrate fully on the completion of her Masters degree. We wish her all the best and know she has vastly improved our operations and will leave us in a better place. Please see the attached Job Description and share with whomever you think might be interested. We hope to fill the position quickly.

To end on a happy note, we cleared \$35,000 at Taste of 'Dena this year . . . surpassing our expectations and set a record for us! We are so grateful for the tremendous community support as well as staff, teen volunteers and Friends . . .indeed, it takes a village!



## REQUEST FOR FINANCIAL SUPPORT

### **\$16,500 – Mobile Library Unit(s) Operations (CURIOUS, CONNECTORS)**

Based on expenditures related to maintenance, gas, regular cleaning, insurance and registration, and staffing the mobile library unit, we have estimated the annual expense to operate this outreach and engagement vehicle to cost between \$15,000-20,000. This will increase our footprint and allow us to continue to operate outside of our four walls, especially as we are closed in the next few years during renovations. The Curiosity Connection vehicle attends community events on a monthly basis, including visits to the Night Market, Farmer's Market, school outings/events, and much more! We also hope to enhance our Homebound Service and establish more frequent visits to our deposit and Little Free Libraries (LFLs) around the town. In addition, this funding will support a new project that will utilize the Curiosity Connection to transport a portable Seed Library from the Seed Library of Los Angeles (SLOLA), which will include native plants and culturally-significant Indigenous seeds to be explored by the community.

### **\$8,000 – Mini Grants (CURIOUS, CONNECTORS, NEIGHBORS)**

To support staff throughout the year as new opportunities arise and encourage them to plan strategically, the ALD would offer an internal grant application process. These mini grants will allow all staff the ability to be creative and collaborate across departments/branches to offer a wide variety of programming and events. ALD celebrates the diverse community we serve and are always striving to provide offerings to all.

### **\$5,000 – Poets Laureate/Art Programming/Mt. Lowe Chamber (CURIOUS, CONNECTORS, NEIGHBORS)**

In 2022, ALD inducted 2 new Poets Laureate to the team! Both poets are energetic and enthusiastic for a full season of monthly events that are each unique and inspiring! With the help of our support groups, the poets will be able to invite writers/speakers and offer engaging workshops for all. In addition, this portion of the request will support the Mt. Lowe Chamber concerts which are very popular in the Altadena community. These concerts will offer a variety of small ensembles including strings, winds, and mixed ensembles as well as feature Altadena composers. Each concert will be curated and hosted by musicians who will connect the audience (both adults and students) with the music. Lastly, this portion of the request will support art programming, which will help ALD staff bring in local artists to bring art exhibits and more programming to both branches.

**\$5,000 - Permanent Storywalk Frames (CURIOUS, NEIGHBORS)** - As we plan Winter and Spring programming, we would like to revisit the *StoryWalk®* project at the Main Library. The Youth and Family Services Department is requesting funding for the purchase of twenty permanent Storywalk Frames to be installed around the Main Library grounds. The *StoryWalk®* Project was created by Anne Ferguson of Montpelier, VT and developed in collaboration with the Kellogg-Hubbard Library with the goal of getting families to move and read outdoors. The *StoryWalk®* is mounted on stakes around the library garden and allows families to practice reading skills and exercise as a family. The Altadena Library District first participated in the *StoryWalk®* project during our building closure in 2020 – through this project the Youth and Families Services department provided families an opportunity to safely leave their homes and enjoy their library during the 2020 Covid Pandemic. The funding of this project would allow us to provide families in our community with a monthly *StoryWalk®* with a lower

plastic carbon footprint while enhancing the charm and discoverability of the unique grounds of the library encouraging families to indulge their curiosity together!

**\$3,000 – Little Free Libraries (CURIOUS, NEIGHBORS)**

In 2021, the Altadena Libraries connected with MANY owners of Little Free Libraries (LFLs) across Altadena. Donations from the Friends of the Altadena Libraries have been supporting the inventory of LFLs. In 2022, we installed 2 units with the most recent one being at the ChapCare clinic on Lincoln which receives lots of traffic daily. We want to continue nurturing these relationships so that LFLs remain mobile library unit stops, and additional places in the community to promote our library programs, services and events. Once new guidelines are established, we would like to increase the momentum on this initiative, with a goal of building and installing at least another three LFLs in 2023 and providing inventory at even more locations throughout the community.

**TOTAL 2023 REQUEST: \$37,500**

**REQUEST FOR ENGAGEMENT**

***Library Events and Pop-Ups (CURIOUS, CONNECTORS)***

There is always a need for volunteers to attend and assist with library programming and events. This could include sitting at a table greeting people coming into a Second Saturday (or other larger events), standing outside of the van at a pop-up program, or just mingling with attendees to advocate for the Foundation and the Library District to create awareness of all that we have to offer. Often times our staff are busy handling the logistical side of events and could use these types of volunteers to interact and be our biggest cheerleaders with our neighbors!

This would also provide an opportunity for staff to get a chance to meet you and personally thank you for all that you do!



**POSITION DESCRIPTION:**

**ALTADENA LIBRARY FOUNDATION | PART-TIME FOUNDATION MANAGER**

The Altadena Library Foundation is a non-profit organization whose mission is to *bring people, ideas and resources together through fundraising and advocacy in support of our Altadena Libraries*. The Foundation seeks a **Foundation Manager** to support board directors with fundraising and other foundation activities.

The position is part-time, requiring 10-15 hours weekly. The individual may work remotely but, will require some time weekly at the Altadena Library. This individual will report to the Foundation Board president. Occasional nights/weekends for select events required.

**Salary:** \$24.00-\$28.00 hourly

***Qualifications***

- Two years of college
- Experience with non-profit fundraising and administration preferred
- Data entry and reporting skills using online donor database Network for Good
- Marketing skills (writing, basic graphic design, social media, email marketing)
- Working knowledge of nonprofit budgeting
- Proficiency in Microsoft Office (Word, Excel, PowerPoint) and Google Drive
- Excellent organizational, communication, interpersonal and technology skills, with ability to learn new software platforms quickly
- Detail oriented and self-motivated
- Ability to meet deadlines while managing multiple projects
- Ability to work independently and as part of a team
- Flexible, adaptable, and resourceful
- Committed to the mission and work of the Altadena Library Foundation
- Familiarity with Altadena community

***Responsibilities***

1. Operational oversight and compliance:
  - a. Develop, maintain, and oversee implementation of an effective, collaborative operational plan.
  - b. Ensure compliance with annual nonprofit legal and financial requirements.
  
2. Data entry and donation processing:
  - a. Updates and maintains donor and prospect constituent records in the database.
  - b. Manages donation entry processes, including depositing checks, tracking donor responses, running financial reports, and reconciling deposits.
  - c. Oversees online transactions (e.g., sign-ups, profile updates, donations, and event registrations) from online giving systems and implements appropriate follow-up.

- d. Provides regular analytical reports from the fundraising software.
  - e. Files all donation-related paperwork and maintains organized filing system (both digital and print).
3. Budgetary oversight and management:
    - a. Support creation and monitoring of annual budget.
    - b. Prepare and review regular finance reports and keep Treasurer informed of status and/or issues.
    - c. Prepares, routes, and files accounts payable check requests.
    - d. Tracks expenses in budget monitoring system and submits quarterly expense reports.
    - e. Assists Treasurer with budget reconciliation and other financial tasks.
  4. Donor Relations:
    - a. Manages donation acknowledgement process.
    - b. Responds to Foundation inquiries (or directs to President).
    - c. Implements ways to engage prospective donors and enhance relationships.
  5. Mailings and Mailing List Maintenance:
    - a. Ensures data integrity and database performance.
    - b. Assists with solicitations and other Foundation mailings.
    - c. Posts mailings, works with mail house or volunteers.
  6. Special Event Management:
    - a. Manage elements of planning, preparation, implementation, and wrap-up for annual fundraiser event
    - b. Oversee and implement mailings, phone inquiries, in-kind gift tracking, ticket sales, corporate sponsorships and other event management duties as designated by project managers of special events.
    - c. Attendance and management at special events.
  7. Marketing and Community Engagement
    - a. Draft quarterly newsletter and coordinate with ALD Marketing Specialist to maintain email lists and implement publication
    - b. Provide graphic design as needed for Foundation collateral
    - c. Develop opportunities for Foundation community outreach
  8. General clerical support for Foundation Directors as assigned by the Board President.

This is an 'at-will' position with periodic performance reviews. Background checks will be conducted.

**Qualified candidates should** forward a resume with references and cover letter to:

President, Altadena Library Foundation  
 600 East Mariposa Street  
 Altadena, CA 91001-2211  
 or email to: [admin@altadenalibraryfoundation.org](mailto:admin@altadenalibraryfoundation.org)





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

**DEPARTMENT:** Administration

**MEETING DATE:** October 24, 2022

**PREPARED BY:** Nikki Winslow

**LOCATION:** Virtual Zoom Meeting

**Staffing Updates:**

- a) Hires/Promotions: None
- b) Appointments: None
- c) Transfers: None
- d) Resignations/Retirements/Terminations: None

**Hiring Update**

Our vacant Youth & Family Services position closed on Friday, October 14. We are scheduling the external interview panel for the first week of November and hope to conduct second/final round of interviews the second week of November. We are pleased with the candidate pool and hopeful we will be hiring a fantastic new manager soon!

**Staff Development Day and Update to our 2020 Strategic Plan**



Thank you to the Board of Trustees for their continued commitment to staff professional development and training. We again closed on Indigenous Peoples Day to provide a full day of training and team building for all of the ALD Staff. We had a fantastic Staff Development Day on Monday 10/10! We had some excellent conversations around three questions that we asked to come prepared to discuss about the update to our 2020 Strategic Plan that we are in the process of completing. Another shout out to the Staff Recognition Team for organizing a FUN team scavenger hunt, as well as music and board games in the afternoon. Overall, it was a success!



The next steps for updating the Strategic Plan are community stakeholder interviews that our Strategic Planning Consultant Danielle Milam is conducting on October 18 and 19. We are also sending these same questions from the interviews to a robust list of community stakeholders and leaders to collect their feedback and opinions on how our updated Strategic Plan should reflect this mid-to-post pandemic world. Following that, Ms. Milam will meet with Trustees to share the data she has compiled so far and get their thoughts and suggestions for this update as well. At that point, we may hold Board of Trustees Special Meeting to gather even more community input before putting together the final report that will hopefully be presented to the Board for approval in December.

***Library Special District Directors Reunite!***

For the first time since before the global pandemic, I was able to attend a lunch meeting with my three fellow Southern California Library Special District Directors. They are Jennifer Addington from Palos Verdes, Jeanette Contreras from Placentia and Helen Medina from Buena Park. As we know, being a Director of a Special District is much different than being a library director that belongs to a city or county government system, so it was great to catch up with these ladies after two and a half years of navigating the COVID-19 pandemic and all that has come along with it. We plan to meet quarterly so I look forward to our next conversation.

***Another Grant for the ALD!***

Big thanks to the Altadena Library Foundation for putting together a last-minute grant application to get an award from the Pasadena Community Foundation (PCF). One of the projects public services staff asked for from the Foundation next year was to fund a rejuvenation of the equipment needed for our Fab Lab. They found out about this grant, which PCF says will be funding for unique projects that benefit the whole community, which our Makerspace will definitely do! ALF applied for \$20,000, and we received the full amount! Thank you again to our wonderful ALF support group!

***Special Tax Rates***

Altadena property owners have started receiving their FY22-23 property tax bills in the first two weeks of October. I have fielded a few phone calls about the tax, still most of which are related to real estate transactions rather than residents expressing concern about it. Thank you to Trustees Capell and Clark for monitoring our social media channels to provide information or answer questions about this new tax.

The rates for the FY22-23 Tax Roll are:

<b>Property Type</b>	<b>Per</b>	<b>Maximum Special Tax Rate</b>	<b>Approved Special Tax Rate</b>
Single Family Residential Property	Building Square Foot	\$0.102	\$0.049
Apartment Property	Unit	117.54	56.87
Commercial Property less than 10,000 Square Feet	Assessor's Parcel	347.74	168.23
Commercial Property greater than 10,000 Square Feet	Assessor's Parcel	470.19	227.47

Single family residential properties will pay \$.049 per square foot, so a home that is 1,500 square feet will see a tax bill, that will be listed as a “Special Tax Lien”, of \$73.50. All other property types will have a flat rate as listed above.



The Parcel Tax Rates (which stem from a ballot measure passed as Measure A in 2014) are as follows:

Parcel Tax Rates:

	FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23
Single Family	\$49.32	\$49.59	\$49.59	\$50.79	\$52.16	\$54.05	\$55.40	\$57.26	\$57.82	\$62.09
Apartment Unit	33.81	33.99	33.99	34.81	35.75	37.05	37.97	39.25	39.63	42.56
Commercial < 10,000 square feet	100.01	100.55	100.55	102.98	105.77	109.60	112.35	116.12	117.25	125.92
Commercial > 10,000 square feet	135.22	135.96	135.96	139.24	143.01	148.19	151.91	157.01	158.52	170.25

If residents have any questions or concerns about these taxes, please don't hesitate to reach out to me either by calling 626-798-0833, ext. 103 or emailing me at [nwinslow@altadenalibrary.org](mailto:nwinslow@altadenalibrary.org).

**Board of Trustees Seat Vacancy**

The Board of Trustees will need to appoint a candidate to fill the vacant seat, which is a two-year unexpired term that is currently filled by Trustee Rushmore Cervantes. We are posted the application process on our website on the [Board Vacancy Page](#) the week of October 10, with the deadline to apply on **Wednesday, November 9, 2022 at 5:00 pm**. Applicants will be required to fill out the **Certification of Qualifications** and provide a statement of interest and resume. The deadline to submit a name to L.A. County is November 28, 2022, so there will be **Special Board Meeting** to appoint the new Trustee in mid-November. Please spread the word to those that want to get more involved with the ALD!

**Partnerships & Programming Update:**

**Taste of Dena Fundraiser was a HUGE SUCCESS!**

The Altadena Library Foundation's 6<sup>th</sup> Annual Taste of Dena provided Altadena library supporters and neighbors to enjoy a fun and inspiring evening together – and raised more money than ever before! The online silent auction was popular, with people bidding on items until the last second. I heard from several people that they got outbid with only seconds to spare!

ALF Treasurer Mark Mariscal did a fantastic job of emceeding the night and also did a great job of promoting the auction to keep those bids coming in. We were also fortunate to have our State Senator Anthony Portantino in attendance again this year – he has let me know that it is an event that he really enjoys and looks forward to every year. Thank you to our fantastic ALF Board of Directors for their work on this event, and the ALF President Bridget Brewster and Manager Chloé Cavelier for their tireless efforts putting this amazing event together. I would also like to thank Teen Librarian Isabelle Briggs for her inspiring presentation about our wonderful teen volunteers, who also did a great job helping with set up and clean-up of the fundraiser. So much to be thankful for!



### ***Friends of the Altadena Libraries Pop-Up Book Sale***

Although October 15 turned out to be one of the rainiest days of the year, the resilient Friends of the Altadena Library held its semi-annual book sale that Saturday. Thank you to Facilities Manager Jonathan Arevalo, the Boy & Girl Scouts and our teen volunteers for assisting the Friends volunteers in moving all of the items for sale into the Community Room. The sale featured fiction, children's and holiday books, and thousands of books, DVDs, CDs, Blu-rays and more. Although it was a tight space, I heard it was well attended and flowed very smoothly.





### ***Poets Laureate Program***

The Altadena Poets Laureate 2022-2023 Season of Events, which kicked off with two very successful programs in August and September, continues with three remaining events this calendar year. On Saturday, October 22, Laureate Peter J. Harris and guest poets will host a reading from 11 a.m. to 1 p.m. in the Main Library Community Room.



Then, on Saturday, November 19, Laureate Peter J. Harris and special guests will lead a Workshop: Synergies from 11 a.m. to 1 p.m. at the Main Library in the Community Room. These events will also be livestreamed on the library YouTube channel.

In addition, on Thursday, November 3, Laureate Peter J. Harris will lead a special program, See You: Photos of Joy Writing Workshop at Bob Lucas Memorial Library from 10:30 to 11:30 a.m. Participants will bring a historical family photo and new portrait and write inspiring words that bring the two together. The workshop will culminate in a future exhibition.

### ***Recognizing Native American History Month***

In recognition of National Native American Heritage Month, ALD will host two family friendly programs. Tina Calderon – a Culture Bearer of Gabrielino Tongva, Chumash, and Yoeme descent – will share stories, songs and history of the Gabrielino Tongva peoples on Wednesday, November 9, from 6 to 7:30 p.m. in the Main Library Community Room. On Saturday, November 19, Terry Goedel will teach the Altadena community about Native American Hoop Dance, which he has been sharing with audiences around the world for more than 50 years. This event will take place beginning at 11 a.m. on the front lawn of the Main Library.



**Statistical Update**  
**FY21-22 and FY22-23 Comparison – Page 1 of 2**

<b>System-Wide Statistics</b>	<b>Jul-21</b>	<b>Jul-22</b>	<b>Aug-21</b>	<b>Aug-22</b>	<b>Sep-21</b>	<b>Sep-22</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>
E-Resource Checkouts	5,232	4,254	5,104	3,941	5,596	3,748	5,215	5,291	5,058	5,053	3,635	5,356
Reference Sessions	249	575	422	2,182	310	1,421	332	410	231	424	114	279
Live Chat Sessions	21	10	15	20	29	14	56	26	35	26	23	19
No. of Curiosity Connection Programs/Outreach	6	13	2	5	1	3		3		6		3
Curiosity Connection Program Attendance	281	620	110	260	50	12		210		106		150
<b>Main Library Statistics</b>												
Physical Collections Checkouts	13,427	17,193	13,069	17,780	13,394	16,910	6,467	13,133	5,543	14,012	1,234	10,129
Library of Things	22	45	53	44	55	71	21	72	40	50	22	15
New Patrons	183	311	153	378	160	283	71	181	48	187	44	119
Visitor Count	4,663	7,287	4,616	8,096	4,758	8,145	1,156	5,138	683	4,879		4,291
No. of Adult Programs/Outreach	2	14	1	19	2	16		4		5		7
Adult Program Attendance	61	334	9	693	19	200		193		75		160
Number of Youth Programs/Outreach	16	27	0	2	10	19		15		12		0
Youth Program Attendance	211	1,133	0	137	164	325		356		293		0
Number of Teen Programs/Outreach	7	12	2	0	5	8		8		4		3
Teen Program Attendance	42	92	17	0	103	36		51		36		57
<b>Bob Lucas Statistics</b>												
Physical Collection Checkout	862	797	707	731	679	612	603	697	786	766	101	713
Library of Things	6	1	13	2	13	13	6	13	6	14	4	5
New Patrons	22	15	9	15	3	21	0	13	0	17	0	4
Visitor Count	471	1,949	457	2,137	469	1,871	137	314	122	312		293
No. of Bob Lucas Programs/Outreach	23	18	21	19	25	20		9		16		0
Bob Lucas Program Attendance	104	152	88	103	104	150		516		104		0
<b>Passport Services</b>												
Passports Processed	161	131	161	131	128	118		104	60	83		78
Passport Photo Sessions	0	0	0	8	0	16		0	0	0		0
Phone Calls Received	655	531	564	591	386	548		371	150	425		431

The number of Library of Things circulation jumped quite a bit this month! In the past, we included kits as an item type but realize that these items such as book + audiobook don't fit the criteria of Library of Things. BUT, we have also now included that stats for Computers and Park Passes, since both of these types of items live in the Library of Things category but have different set of checkout rules which is why they were not included before.

**Statistical Update**  
**FY21-22 and FY22-23 Comparison – Page 2 of 2**

<b>System-Wide Statistics</b>	Jan-21	Jan-22	Feb-21	Feb-22	Mar-21	Mar-22	Apr-21	Apr-22	May-21	May-22	Jun-21	Jun-22
E-Resource Checkouts	4,852	5,577	4,959	5,433	4,657	3,421	4,589	4,360	4,373	4,819	5,691	4,870
Reference Sessions	128	117	128	303	133	451	163	443	244	669	311	703
Live Chat Sessions	14	53	14	28	38	28	29	17	17	14	21	12
No. of Curiosity Connection Programs/Outreach				4		9		12		3		9
Curiosity Connection Program Attendance				239		334		584		237		192
<b>Main Library Statistics</b>												
Physical Collections Checkouts	1	9,873	1	11,141	4,891	15,734	5,348	15,104	6,173	15,136	12,040	15,851
Library of Things	0	22	0	33	40	25	88	21	78	15	64	17
New Patrons	47	89	62	178	68	208	98	222	120	231	211	280
Visitor Count		2,168		4,703		6,066	1,200	6,409	1,200	7,413	4,115	7,927
No. of Adult Programs/Outreach				21		10		11		12		10
Adult Program Attendance				82		294		480		612		673
Number of Youth Programs/Outreach				11		18		15		2		29
Youth Program Attendance				314		635		697		67		595
Number of Teen Programs/Outreach				19		6		8		10		11
Teen Program Attendance				31		118		22		39		50
<b>Bob Lucas Statistics</b>												
Physical Collection Checkout	101	340	1	679	207	714	676	665	1,002	698	1,062	774
Library of Things	0	2	0	10	1	2	24	2	26	2	19	2
New Patrons	0	7	0	6	0	14	7	15	13	29	20	4
Visitor Count		94		400		492	348	2,064	303	1,998	441	2,177
No. of Bob Lucas Programs/Outreach				25		27		26		21		22
Bob Lucas Program Attendance				107		210		133		173		132
<b>Passport Services</b>												
Passports Processed		94		122	116	183	115	146	105	165	121	129
Passport Photo Sessions		0		0	0	0	0	0	0	0	0	0
Phone Calls Received		498		521	609	1033	917	1220	945	912	823	750







**BOARD OF LIBRARY TRUSTEES  
FINANCE REPORT FOR SEPTEMBER 2022**

**DEPARTMENT:** Administration

**MEETING DATE:** October 24, 2022

**PREPARED BY:** Nikki Winslow

**LOCATION:** Hybrid Meeting

**TITLE: Summary Report of Financial Statements for September 2022**

**September 2022 FINANCIAL STATEMENTS**

The following financial reports are for the month of September 2022. The financial statements are unaudited. Currently we are at 25% of our budget year.

As indicated on the Revenue & Expense report, actual year-to-date expenditures are \$1,167,139, with year-to-date revenues at \$41,212, reflecting a net income of -\$1,125,927. The District receives the first installment of property tax revenue in December, which will then generate a positive net income. Cash and investments are \$25,341,422 – this is due to the bond proceeds. Note these funds are considered restricted cash, liquid funds are \$3,207,539.

Total cash with the County is \$2,531,328. The total amount required to satisfy District policy of six months' (50%) operating expenses held in reserves is \$2,045,350.

Total assets are \$27,804,563.

**REVENUE HIGHLIGHTS**

There can be a variance from month to month on the taxes and assessments received by the County. This is due to the reversal of property tax receivable at year-end and the delay in recording receipts in the current year. As Line 2 shows, the District is at a net gain of \$21,235 thus far for Fiscal Year 2022-23.

**EXPENDITURE HIGHLIGHTS**

Line 17 – The District was refunded \$2,312 by our Workers' Compensation insurance carrier due to the actual staffing and salaries numbers reported being lower than those estimated before the end of the close of Fiscal Year 2021-22.

Line 34 – Miscellaneous expenses includes a reimbursement to Altadena Library Foundation (ALF) for receipt of a Network for Giving contribution that belongs to ALF. This will be reclassified for the next report.

**DONATIONS & GRANT FUND HIGHLIGHTS**

None.

**CAPITAL FUND HIGHLIGHTS**

None.



# Revenue & Expense (Unaudited)

## General Fund

For the Period Ended September 30, 2022

	A	B	C	D = B/C
	September 2022	YTD	FY 2022/23 Adopted Budget	YTD Target 25%
<b>1 REVENUE</b>				
2 Property Taxes & Assessments*	\$ (55,618)	\$ 21,235	\$ 3,955,000	1%
3 Fines & Fees	4,535	14,530	52,500	28%
4 Interest Income*	2,758	(1,461)	5,100	
5 Other Revenue	461	6,908	59,000	12%
<b>6 TOTAL REVENUE</b>	<b>(47,864)</b>	<b>41,212</b>	<b>4,071,600</b>	<b>1%</b>
<b>7 EXPENSES</b>				
<b>8 Salaries &amp; Benefits</b>				
<b>9 Wages</b>				
10 Salaried	91,793	281,324	1,282,900	22%
11 Hourly	65,552	205,921	893,300	23%
<b>12 Total Wages</b>	<b>157,343</b>	<b>487,245</b>	<b>2,176,200</b>	<b>22%</b>
<b>13 Benefits, Retirement &amp; Taxes</b>				
14 Health Insurance - Employee	13,730	41,044	154,000	27%
15 Health Insurance - Retiree	6,024	17,071	66,700	26%
16 Other Medical Insurance	873	5,203	22,000	24%
17 Workers' Compensation	(2,312)	17,672	45,400	39%
18 CalPERS Retirement (Normal Costs)	10,487	32,348	153,400	21%
19 CalPERS UAL Minimum Payment	-	226,006	226,000	100%
20 Payroll Taxes (District-Paid)	11,749	36,208	172,900	21%
<b>21 Total Benefits, Retirement &amp; Taxes</b>	<b>40,551</b>	<b>375,552</b>	<b>840,400</b>	<b>45%</b>
<b>22 Total Salaries &amp; Benefits</b>	<b>197,894</b>	<b>862,797</b>	<b>3,016,600</b>	<b>29%</b>
<b>23 Operating Expenses</b>				
24 Insurance (Liability, Earthquake)	-	127,771	98,500	130%
25 Utilities	9,385	22,083	68,000	32%
26 County Tax Collection Fees	-	-	42,400	0%
27 Other Operating	6,404	15,803	53,700	29%
28 Facilities, Grounds & Maintenance	13,376	31,111	110,000	28%
29 Structures & Improvements	-	-	10,000	0%
30 Vehicles & Equipment Maintenance	129	654	20,000	3%
31 Staff Development, Training & Travel	2,066	5,503	20,500	27%
32 Advertising & Marketing	1,163	1,738	9,500	18%
33 Website Development	-	-	100	0%
34 Miscellaneous Expenses	1,060	1,308	2,600	50%
35 Trustee Election	-	-	75,000	0%
<b>36 Total Operating Expenses</b>	<b>33,582</b>	<b>204,663</b>	<b>510,300</b>	<b>40%</b>
<b>37 Professional Services</b>				
38 Audit & Financial Consulting	-	21,947	60,000	37%
39 Legal Fees	2,264	2,226	15,000	15%
40 Consultants - Other	2,269	7,155	45,000	16%
<b>41 Total Professional Services</b>	<b>4,533</b>	<b>31,328</b>	<b>120,000</b>	<b>26%</b>
<b>42 Information Technology (IT)</b>				
43 Internet Service / E-Rate	-	-	58,000	0%
44 Technology Equipment	48	5,361	20,000	27%

No assurance is provided on these financial statements. Financials do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.

# Revenue & Expense (Unaudited)

## General Fund

For the Period Ended September 30, 2022

	A	B	C	D = B/C
	September 2022	YTD	FY 2022/23 Adopted Budget	YTD Target 25%
45 Technology Maintenance Fees	688	5,402	33,000	16%
46 Technology Consulting	-	300	1,800	17%
47 Telecommunications	731	3,162	8,500	37%
48 <b>Total Information Technology (IT)</b>	<b>1,467</b>	<b>14,225</b>	<b>121,300</b>	<b>12%</b>
49 <b>Library Materials</b>				
50 Books	915	13,738	139,300	10%
51 Downloadables	4,540	11,990	69,300	17%
52 DVDs & Videogames	66	3,672	12,600	29%
53 Electronic Databases / Subscriptions	2,159	9,844	29,000	34%
54 Periodicals	-	-	12,000	0%
55 Audio CD	73	2,018	9,100	22%
56 Purchase Suggestions	220	1,283	11,200	11%
57 Library of Things	44	197	6,000	3%
58 <b>Total Library Materials</b>	<b>8,017</b>	<b>42,742</b>	<b>288,500</b>	<b>15%</b>
59 <b>Programs</b>				
60 Adult Services	1,567	4,801	12,000	40%
61 Youth Services	13	327	10,000	3%
62 Teen Services	442	1,455	5,500	26%
63 Bob Lucas Branch Services	159	2,102	5,500	38%
64 Volunteer Services	-	-	200	0%
65 All Ages	-	350	-	0%
66 Poets Laureate	800	800	-	0%
67 <b>Total Programs</b>	<b>2,981</b>	<b>10,076</b>	<b>34,000</b>	<b>30%</b>
68 <b>TOTAL EXPENSES</b>	<b>248,475</b>	<b>1,167,139</b>	<b>4,090,700</b>	<b>29%</b>
69 <b>NET REVENUE / (EXPENSES)</b>	<b>(296,339)</b>	<b>(1,125,927)</b>	<b>(19,100)</b>	
70 Use Of / (Addition To) Reserves	296,339	1,125,927	19,100	
71 <b>NET BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

\* As of September 2022, property taxes & assessments and interest revenues are negative due to timing of receipts and year-end reporting for cash held with the County of Los Angeles.

# Revenue & Expense (Unaudited)

## Donations & Grants Fund

For the Period Ended September 30, 2022

	A	B	C	D	E	F = Total/E
	Altadena Library Foundation	Friends of Altadena Library	Emergency Connectivity Fund	CA Library Grants *	FY 2022/23 Adopted Budget	YTD Target 25%
<b>1 REVENUE</b>						
<b>2 Donations &amp; Grants</b>						
3 Altadena Library Foundation	\$ 15,000	\$ -	\$ -	\$ -	\$ 35,000	43%
4 Friends of the Library	-	28,000	-	-	22,000	127%
5 CA Library Literacy Services	-	-	-	-	24,400	0%
6 Emergency Connectivity Fund	-	-	-	-	8,000	0%
7 CA Library Expanding our Footprint	-	-	-	250,000	200,000	125%
<b>8 Total Donations &amp; Grants</b>	<b>15,000</b>	<b>28,000</b>	<b>-</b>	<b>250,000</b>	<b>289,400</b>	<b>101%</b>
<b>9 TOTAL REVENUE</b>	<b>15,000</b>	<b>28,000</b>	<b>-</b>	<b>250,000</b>	<b>289,400</b>	<b>101%</b>
<b>10 EXPENSES</b>						
<b>11 Wages</b>						
12 Salaried	-	-	-	-	20,400	0%
<b>13 Total Wages</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>20,400</b>	<b>0%</b>
<b>14 Operating Expenses</b>						
15 Staff Recognition	1,429	-	-	-	4,500	32%
16 Staff Development, Training & Travel	250	-	-	-	-	0%
17 Equipment, Furniture & Fixtures	-	-	-	-	162,500	0%
18 Facilities, Grounds & Maintenance	-	-	-	-	15,000	0%
<b>19 Total Operating Expenses</b>	<b>1,679</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>182,000</b>	<b>1%</b>
<b>20 Programs</b>						
21 Adult Services	-	1,407	-	-	18,000	8%
22 Vehicles & Equipment Maintenance	-	-	-	-	10,000	0%
23 Summer Reading	-	1,007	-	-	13,000	8%
24 Youth Services	-	-	-	-	1,000	0%
25 Teen Services	-	-	-	-	500	0%
26 Bob Lucas Branch Services	-	-	-	-	500	0%
27 Literacy Services	-	-	-	263	4,500	6%
28 Volunteer Services	-	-	-	240	-	0%
29 All Ages	-	-	-	-	6,000	0%
<b>30 Total Programs</b>	<b>-</b>	<b>2,413</b>	<b>-</b>	<b>503</b>	<b>53,500</b>	<b>5%</b>
<b>31 Library Materials</b>						
32 Mobile Library Collection	-	-	-	-	3,000	0%
<b>33 Total Library Materials</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,000</b>	<b>0%</b>
<b>34 Information Technology (IT)</b>						
35 Internet Service / E-Rate	-	-	-	-	2,500	0%
36 Technology Equipment	-	-	-	-	6,000	0%
37 Technology Maintenance Fees	-	-	-	-	2,000	0%
38 Website Development	-	-	-	6,287	20,000	0%
<b>39 Total Information Technology (IT)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>10,500</b>	<b>0%</b>
<b>40 TOTAL EXPENSES</b>	<b>1,679</b>	<b>2,413</b>	<b>-</b>	<b>6,790</b>	<b>289,400</b>	<b>2%</b>
<b>41 NET REVENUE / (EXPENSES)</b>	<b>\$ 13,321</b>	<b>\$ 25,587</b>	<b>\$ -</b>	<b>\$ 243,210</b>	<b>\$ -</b>	

\* Budget reflects \$200,000 revenue received in the prior fiscal year, to be spent this fiscal year.

## Revenue & Expense (Unaudited)

### Capital Fund

#### For the Period Ended September 30, 2022

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D = B/C</b>
	September 2022	YTD	FY 2022/23 Adopted Budget	YTD Target 25%
<b>1 REVENUE</b>				
2 Interest Income	18,256	44,488	110,000	40%
3 Unrealized Gain/Loss	(117,790)	(165,655)	-	0%
<b>4 TOTAL REVENUE</b>	<b>(99,534)</b>	<b>(121,167)</b>	<b>110,000</b>	
<b>5 EXPENSES</b>				
<b>6 CFD Bond</b>				
7 CFD Administration	5,833	11,174	-	0%
8 CFD Project Management	-	1,201	199,000	1%
9 Contingencies	-	-	146,400	0%
<b>10 Total CFD Bond</b>	<b>5,833</b>	<b>12,374</b>	<b>345,400</b>	<b>4%</b>
<b>12 Capital Project Expenses</b>				
13 Bob Lucas Memorial Library	3,227	36,979	2,500,000	1%
14 Main Library	1,291	14,791	1,000,000	0%
<b>15 Total Capital Project Expenses</b>	<b>4,518</b>	<b>51,770</b>	<b>3,500,000</b>	<b>1%</b>
<b>16 TOTAL EXPENSES</b>	<b>10,350</b>	<b>64,144</b>	<b>3,845,400</b>	<b>2%</b>
<b>17 NET REVENUE / (EXPENSES)</b>	<b>(109,884) \$</b>	<b>(185,311) \$</b>	<b>(3,735,400)</b>	<b>5%</b>
18 Use Of Bond Proceeds	109,884	185,311	3,735,400	
<b>19 NET BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

# Revenue & Expense (Unaudited)

## CFD

September 2022

	A	B	C	D = B/C
	September 2022	YTD	FY 2021/22 Adopted Budget	YTD Target 25%
<b>1 REVENUE</b>				
2     CFD 2020-1 Special Assessment	\$ -	\$ -	\$ 1,247,500	0%
<b>3 TOTAL REVENUE</b>	<b>-</b>	<b>-</b>	<b>1,247,500</b>	<b>0%</b>
<b>4 EXPENSES</b>				
5     Debt Service Principal	-	-	-	0%
6     Debt Service Interest	151,206	151,206	878,500	17%
7     Administration Expenses	-	-	-	0%
<b>7 TOTAL EXPENSES</b>	<b>151,206</b>	<b>151,206</b>	<b>878,500</b>	<b>17%</b>
<b>9 NET REVENUE / (EXPENSES)</b>	<b>\$ (151,206)</b>	<b>\$ (151,206)</b>	<b>\$ 369,000</b>	
10    Use Of / (Addition To) Reserves	151,206	151,206	(369,000)	
<b>11 NET BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	



## Revenue & Expense (Unaudited)

### Combined

#### For the Period Ending September 30, 2022

	A	B	D	D = B/C
	YTD General	YTD Donations & Grants	FY 2022/23 Adopted Budget	YTD Target 25%
<b>1 REVENUE</b>				
2 Property Taxes & Assessments	\$ 21,235	\$ -	\$ 3,955,000	1%
3 Fines & Fees	14,530	-	52,500	28%
4 Interest Income	(1,461)	-	5,100	-29%
5 Other Revenue	6,908	-	59,000	12%
6 Donations & Grants	-	293,000	289,400	101%
<b>7 TOTAL REVENUE</b>	<b>41,212</b>	<b>293,000</b>	<b>4,361,000</b>	<b>8%</b>
<b>8 EXPENSES</b>				
<b>9 Salaries &amp; Benefits</b>				
<b>10 Wages</b>				
11 Salaried	281,324	-	1,303,300	22%
12 Hourly	205,921	-	893,300	23%
<b>13 Total Wages</b>	<b>487,245</b>	<b>-</b>	<b>2,196,600</b>	<b>22%</b>
<b>14 Benefits, Retirement &amp; Taxes</b>				
15 Health Insurance - Employee	41,044	-	154,000	27%
16 Health Insurance - Retiree	17,071	-	66,700	26%
17 Other Medical Insurance	5,203	-	22,000	24%
18 Workers' Compensation	17,672	-	45,400	39%
19 CalPERS Retirement (Normal Costs)	32,348	-	153,400	21%
20 CalPERS UAL Minimum Payment	226,006	-	226,000	100%
21 Payroll Taxes (District-Paid)	36,208	-	172,900	21%
<b>22 Total Benefits, Retirement &amp; Taxes</b>	<b>375,552</b>	<b>-</b>	<b>840,400</b>	<b>45%</b>
<b>23 Total Salaries &amp; Benefits</b>	<b>862,797</b>	<b>-</b>	<b>3,037,000</b>	<b>28%</b>
<b>24 Operating Expenses</b>				
25 Insurance (Liability, Earthquake)	127,771	-	98,500	130%
26 Utilities	22,083	-	68,000	32%
27 County Tax Collection Fees	-	-	42,400	0%
28 Other Operating	15,803	-	53,700	29%
29 Facilities, Grounds & Maintenance	31,111	-	125,000	25%
30 Structures & Improvements	-	-	10,000	0%
31 Vehicles & Equipment Maintenance	654	-	30,000	2%
32 Staff Development, Training & Travel	5,503	250	20,500	28%
33 Staff Recognition	-	1,429	4,500	32%
34 Equipment, Furniture & Fixtures	-	-	162,500	0%
35 Advertising & Marketing	1,738	-	9,500	18%
36 Miscellaneous Expenses	1,308	-	2,600	50%
37 Trustee Election	-	-	75,000	0%
<b>38 Total Operating Expenses</b>	<b>205,970</b>	<b>1,679</b>	<b>702,200</b>	<b>30%</b>
<b>39 Professional Services</b>				
40 Audit & Financial Consulting	21,947	-	60,000	37%
41 Legal Fees	2,226	-	15,000	15%
42 Consultants - Other	7,155	-	45,000	16%
<b>43 Total Professional Services</b>	<b>31,328</b>	<b>-</b>	<b>120,000</b>	<b>26%</b>
<b>44 Information Technology (IT)</b>				
45 Internet Service / E-Rate	-	-	60,500	0%

No assurance is provided on these financial statements. Financials do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.

## Revenue & Expense (Unaudited)

### Combined

#### For the Period Ending September 30, 2022

	A	B	D	D = B/C
	YTD General	YTD Donations & Grants	FY 2022/23 Adopted Budget	YTD Target 25%
46 Technology Equipment	5,361	-	26,000	21%
47 Technology Maintenance Fees	5,402	-	35,000	15%
48 Technology Consulting	300	-	1,800	17%
49 Telecommunications	3,162	-	8,500	37%
50 Website Development	-	6,287	20,100	31%
51 <b>Total Information Technology (IT)</b>	<b>14,225</b>	<b>-</b>	<b>151,900</b>	<b>9%</b>
52 <b>Library Materials</b>				
53 Books	13,738	-	139,300	10%
54 Downloadables	11,990	-	69,300	17%
55 DVDs & Videogames	3,672	-	12,600	29%
56 Electronic Databases / Subscriptions	9,844	-	29,000	34%
57 Periodicals	-	-	12,000	0%
58 Audio CD	2,018	-	9,100	22%
59 Purchase Suggestions	1,283	-	11,200	11%
60 Library of Things	197	-	6,000	3%
61 <b>Total Library Materials</b>	<b>42,742</b>	<b>-</b>	<b>291,500</b>	<b>15%</b>
62 <b>Programs</b>				
63 Adult Services	4,801	1,407	30,000	21%
64 Summer Reading	-	1,007	13,000	8%
65 Youth Services	327	-	11,000	3%
66 Teen Services	1,455	-	6,000	24%
67 Bob Lucas Branch Services	2,102	-	6,000	35%
68 Literacy Services	240	263	5,300	9%
69 Volunteer Services	-	240	200	120%
70 All Ages	350	-	6,000	6%
71 Poets Laureate	800	-	-	100%
72 <b>Total Programs</b>	<b>10,076</b>	<b>2,916</b>	<b>77,500</b>	<b>17%</b>
73 <b>TOTAL EXPENSES</b>	<b>1,167,139</b>	<b>10,882</b>	<b>4,380,100</b>	<b>27%</b>
74 <b>NET REVENUE / (EXPENSES)</b>	<b>(1,125,927)</b>	<b>282,118</b>	<b>(19,100)</b>	
75 Use Of / (Addition To) Reserves / Fund Balance	1,125,927	(282,118)	19,100	
76 <b>NET BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

## Balance Sheet (Unaudited)

District Total

As of September 30, 2022

<b>1</b>	<b>ASSETS</b>		
<b>2</b>	<b>Cash &amp; Investments</b>		
<b>3</b>	Cash - LA County	\$	2,531,328
<b>4</b>	Checking		658,853
<b>5</b>	Special Tax Bonds		22,133,884
<b>6</b>	Money Market		15,774
<b>7</b>	Paypal		984
<b>8</b>	Cash on Hand		600
<b>9</b>	<b>Total Cash &amp; Investments</b>		<b>25,341,422</b>
<b>10</b>	<b>Other Current Assets</b>		
<b>11</b>	Prepaid Items & Deposits		23,561
<b>12</b>	Prepaid BAM Insurance & Surety		141,180
<b>13</b>	Property Tax & Assessments Receivable		29,055
<b>14</b>	Miscellaneous Receivable		50,085
<b>15</b>	<b>Total Other Current Assets</b>		<b>243,881</b>
<b>16</b>	<b>Long-Term Assets</b>		
<b>17</b>	Fixed Assets (Net of Depreciation)		1,431,945
<b>18</b>	Deferred Outflows of Resources		787,315
<b>19</b>	<b>Total Long-Term Assets</b>		<b>2,219,260</b>
<b>20</b>	<b>TOTAL ASSETS</b>		<b>27,804,563</b>
<b>21</b>	<b>LIABILITIES</b>		
<b>22</b>	<b>Current Liabilities</b>		
<b>23</b>	Accounts Payable		8,250
<b>24</b>	Credit Card (UMB)		10,550
<b>25</b>	Payroll and Retirement Liabilities		31,851
<b>26</b>	<b>Total Current Liabilities</b>		<b>50,652</b>
<b>27</b>	<b>Long-Term Liabilities</b>		
<b>28</b>	Vacation Payable		92,537
<b>29</b>	Deferred Inflows of Resources		2,166,188
<b>30</b>	Net Pension Liability		1,737,243
<b>31</b>	Net OPEB Liability		871,885
<b>32</b>	CFD Bond		23,731,400
<b>33</b>	<b>Total Long-Term Liabilities</b>		<b>28,599,253</b>
<b>34</b>	<b>TOTAL LIABILITIES</b>		<b>28,649,905</b>
<b>35</b>	<b>FUND BALANCE</b>		
<b>36</b>	Fund Balance		334,984
<b>37</b>	Net Revenue / (Expenses)		(1,180,326)
<b>38</b>	<b>TOTAL FUND BALANCE</b>		<b>(845,342)</b>
<b>39</b>	<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$</b>	<b>27,804,563</b>

No assurance is provided on these financial statements. Financials do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.

**Altadena Library District**  
**Monthly Variance Analysis**  
**September 2022 - 25% Year to Date (YTD)**

## Profit & Loss

### Revenue

**Line 2 – Property Taxes & Assessments** includes Ad Valorem tax revenue and a redevelopment tax levied by Los Angeles County in November and December. The county remits payment for collections throughout the year. This will trend behind expected budget until December, when the majority of revenue is recognized. YTD is 1%.

**Line 3 – Fines & Fees** includes library fines, printing fees, video game rentals, community room fees, and passport services. YTD is in line with budget at 28%.

**Line 4 – Interest Income** includes earnings from cash and investments held with the County of Los Angeles and checking and money market accounts at Pacific West Bank. YTD interest revenues are negative due to timing of interest receipts and year-end reporting for cash held with the County of Los Angeles.

**Line 5 – Other Revenue** is generated from film rentals, E-Rate reimbursement (internet), credit card rebates, and other miscellaneous revenue. YTD is 12% due to timing of receipt of E-rate reimbursement.

### Expenses

**Line 10 – Salaried** includes employee wages and an annual wellness stipend of \$400 for salaried employees, less a small portion funded from donations and grants. The budget includes vacant positions for an office manager and 2 library clerks. YTD is in line with the budget at 22%.

**Line 11 – Hourly** includes employee wages and an annual wellness stipend of \$400 for hourly employees. YTD is in line with the budget at 23%.

**Line 14 – Health Insurance - Employee** includes the District's contribution toward health benefits for full-time employees. The total contribution from the District for health and other medical insurance is \$650 per month per employee. YTD is in line with the budget at 27%.

**Line 15 – Health Insurance - Retiree** includes health benefits for retired employees. YTD is in line with the budget at 26%.

**Line 16 – Other Medical Insurance** includes the District's contribution toward dental, vision, and life insurance for full-time employees. YTD is in line with budget at 24%.

**Line 17 – Workers' Compensation** insurance is paid in full at the beginning of the fiscal year. YTD is 39% due to lower premiums based on reduced claims in recent years.

**Line 18 – CalPERS Retirement (Normal Costs)** is the District's portion of employee retirement costs. YTD is slightly below budget at 21%.

**Altadena Library District**  
**Monthly Variance Analysis**  
**September 2022 - 25% Year to Date (YTD)**

**Line 19 – CalPERS UAL Minimum Payment** is the annual required payment toward the unfunded accrued liability. This is paid in full at the beginning of the fiscal year to take advantage of a 3% discount. YTD is 100%.

**Line 20 – Payroll Taxes** include the District’s portion of federal and state taxes. YTD is slightly below budget at 21%.

**Line 24 – Insurance** includes Property, Liability and Earthquake insurance paid in full at the beginning of the fiscal year. YTD is over budget due to higher than anticipated insurance premium renewals.

**Line 25 – Utilities** includes electricity, gas, and water for the main library and the Bob Lucas branch. YTD is 32% due to higher usage during summer months.

**Line 26 – County Tax Collection Fees** are paid to the County at approximately 1% of property taxes collected above in Line 2. The majority of taxes are collected in the second half of the fiscal year. There is no activity YTD.

**Line 27 – Other Operating** includes membership dues & subscriptions, postage, printing, supplies, software, and non-capitalized office equipment. YTD is at 29% due to equipment lease rentals paid in the beginning of the fiscal year.

**Line 28 – Facilities, Grounds & Maintenance** includes maintenance contracts, building maintenance and repairs, and landscaping services. A portion is also funded from donations and grants. YTD is in line with budget at 28%.

**Line 29 – Structures & Improvements** includes emergency funds for unanticipated expenses. There is no activity YTD.

**Line 30 – Vehicles & Equipment Maintenance** includes the cost of vehicle purchases and related maintenance. The budget also includes a one-time set-up/conversion fee for a new mobile library van. YTD is 3%.

**Line 31 – Staff Development, Training & Travel** is budgeted for staff conferences, training, and related expenses. YTD is in line with budget at 27%.

**Line 32 – Advertising & Marketing** includes general marketing for the District. YTD is 18%.

**Line 33 - Website Development** includes work on the District’s website. There is no activity YTD.

**Line 34 – Miscellaneous Expenses** includes immaterial expenses not accounted for in other lines. YTD is 50%.

**Line 35 – Trustee Election** accounts for expenses necessary to hold a biannual election. This year’s budget includes three open seats. The election is held in November and there is no activity YTD.



**Altadena Library District**  
**Monthly Variance Analysis**  
**September 2022 - 25% Year to Date (YTD)**

**Line 38 – Audit & Financial Consulting** includes external/consulting services and annual audit services. YTD is at 37% due to audit services being done at the beginning of the fiscal year.

**Line 39 – Legal Fees** are for general District matters. YTD is 15%.

**Line 40 – Consultants** include other miscellaneous consulting services. YTD is 16%.

**Line 43 – Internet Service / E-Rate** includes the total cost of providing internet service to the main library and the Bob Lucas branch. The E-Rate reimbursement is recorded separately in Other Revenue. This is recorded quarterly and will trend behind expected budget in other months. There is no activity YTD.

**Line 44 – Technology Equipment** includes the purchase of an office copier that replaces the leased copier from previous years. A portion is also funded from donations and grants. YTD is in line with budget at 27%.

**Line 45 – Technology Maintenance Fees** includes maintenance contracts for a printer, copier, and multi-functional machines. YTD is at 16%.

**Line 46 – Technology Consulting** includes miscellaneous consulting expenses for technology. YTD is 17%.

**Line 47 - Telecommunications** includes phone charges for the main library and the Bob Lucas branch. YTD is 37% due to the annual wireless hotspot renewal paid in July.

**Lines 50 - 57 – Library Materials** include items available for library members such as: books, downloadables, DVDs, videogames, electronic databases, periodicals, audio CDs, purchase suggestions from members, and Library of Things. Total Library material expenses YTD is 15%.

**Lines 60– 66 – Programs** includes program costs for adult, teen, and youth services. It also supports programs for the Bob Lucas Branch, Literacy services, and volunteer services. Total program expenses YTD is 30%.

**Line 69 - Net Revenue / (Expenses)** is the year-to-date use of or (addition to) Operating Reserves. YTD is \$(1,125,927) due to property tax revenue that will not be received until December and April. This will fluctuate throughout the year based on the timing of revenue and expenses.



**BOARD OF LIBRARY TRUSTEES  
AGENDA ITEM VI.D.I. CFD COMMITTEE REPORT FOR OCTOBER 2022**

**REPORT:** Agenda Item VI.D.i.

**MEETING DATE:** October 24, 2022

**PREPARED BY:** Trustee Terry Andrues

**LOCATION:** Hybrid Meeting

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The Community Facilities District (CFD) Committee convened via ZOOM at 3:02 pm on October 3, 2022.

Committee members in attendance were Terry Andrues, Kim Kenne, Rushmore Cervantes and Amy Lyford. Others attending were Library Director Nikki Winslow, Catalina Theodoros and Doug Anderson of Urban Futures.

The CFD committee had not met in nearly 4 months and Doug Anderson gave a progress report on the bond sale and how the proceeds have been invested while we wait for construction to begin at the Bob Lucas Library. The net bond proceeds of \$22, 939, 286 have earned \$47,483.33 as of August 31 on a series of investments made by the fiscal agent, U.S. Bank Trust Company.

The investments were designed to match up with the estimated project expenditures over a 3-year period. This includes \$5.9 million in money market funds that are immediately available to the district without market risk adjustments.

Doug provided an answer for a question posed by Jason Capell at the 9/24 Trustee meeting regarding the time limit for spending the bond money. 85% of the proceeds must be spent or obligated within 3 years of the bond sale date of March 3, 2022. Doug did not think that delays caused by the Bob Lucas Conditional Use Permit would hamper our ability to have the funds spent or obligated by 3/3/25.

Nikki announced the California State Library grant of \$7.5 million. She noted that this grant is designated for infrastructure repair and it means we will have over \$30 million in the capital fund for improvements.

Nikki gave an illustrated overview of the plans for the Bob Lucas Library. She also spoke briefly about the property tax assessments that would go out to homeowners and landlords in the next few weeks. She reminded the committee members to send any questions from the public to her.

The two-year term for citizen committee members expires early next year. The sole action item on the agenda was to vote on the Committee's membership structure going forward. After discussion, a motion was passed unanimously to continue meeting quarterly as a standing CFD committee with one appointed citizen member, hopefully from the Altadena Town Council.

The CFD committee would like to offer its sincere thanks to citizen members Kim Kenne, Amy Lyford and Jim Vitale. Their contributions, ideas and hard work over the last 2 years are greatly appreciated.



**BOARD OF LIBRARY TRUSTEES  
ITEM VI.E.I. FACILITIES AD HOC COMMITTEE REPORT FOR OCTOBER 2022**

**REPORT:** Agenda Item VI.e.i.

**MEETING DATE:** October 24, 2022

**PREPARED BY:** Jennifer Pearson

**LOCATION:** Hybrid Meeting

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Ad Hoc Facilities Committee Report

- a. Since our last board meeting the team has continued our weekly Monday meetings with a focus on the following:
- b. Community Focus Group – The committee is planning meetings for mid-November and mid-December to obtain feedback from the Community Focus Group members on the design of the Main Library renovation.
- c. Offsite Facilities – The committee continues to explore options for offsite facilities and is in contact with Pasadena Unified School District to explore any space they may have available. The committee is also in discussions with the Senior Center regarding the potential use of space for passport appointments and computer room spillover.
- d. Architectural Services – Design work and coordination with Regional Planning continues for the Bob Lucas Branch. Design work for the Main Library is also underway.
- e. Coordination with County departments – The design team continues to work with Regional Planning to provide all necessary information to move the CUP forward.
- f. Universal Design – The Library staff continues to seek feedback from the community to identify underserved groups, as well as to better serve the current library users. This feedback will be used to inform design decisions to create a more inclusive built environment for the community to enjoy.
- g. Communications and Community Outreach – In addition to ongoing efforts to get survey responses from community members, the Library has also posted boards about the projects and is soliciting feedback on them. A presentation to the Town Council is planned for November 15 to share design progress for the Main Library.
- h. CEQA Services – Chambers Group is working on the Initial Study for the Bob Lucas Memorial Library, as well as a historic resource study of the Main Library. Additional CEQA studies for the Main Library will be started after the project scope has been defined.
- i. Bob Lucas Historical Preservation: Two initiatives are underway to ensure that the Bob Lucas Memorial Branch improvements maintain the important history of the branch. (1) A comprehensive historical investigation of the BLMB's architecture, infrastructure, surroundings, and community context as part of the CEQA process has been undertaken in partnership with Chambers Group. (2) Investigations are underway on how to best preserve and maintain the outdoor mural at the BLMB while also ensuring that the wall is structurally sound. The committee has sought input from multiple muralists and restorers.



**BOARD OF LIBRARY TRUSTEES  
GOVERNMENT LIASION REPORT – OCTOBER 2022**

**DEPARTMENT:** Trustee Reports

**MEETING DATE:** October 24, 2022

**PREPARED BY:** Trustee Terry Andrues

**LOCATION:** Hybrid Meeting

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### **Old Business**

**The Taxpayer Protection and Government Accountability Act** barely made the deadline for a voter signature validation which could have placed it on the November ballot. But rather than compete in a crowded field of ballot initiatives for 2022, it has been postponed to the 2024 election.

### **Literacy and Voting**

A recent article by *ProPublica* provides some interesting information about the importance of literacy in voting. It provides a variety of links to various government agencies that measure literacy rates on a county-by-county basis for the over 3,000 counties in the U.S. The article is a great reminder that the Altadena Library's commitment to adult literacy can make it easier for our patrons to participate in the democratic process.

It can be found at the following link:

<https://www.propublica.org/article/voter-participation-literacy-accessibility>

The article opens with the following information:

***“One in five Americans struggles to read English at a basic level, and without the necessary reading and writing skills, everyday tasks can be insurmountable. The routine challenges of low literacy take a toll on individual livelihoods as well as this country’s collective democracy. For people who struggle to read, the electoral process can become its own form of literacy test — creating impenetrable barriers at every step, from registration to casting a ballot.*”**

***Our reporting has found that helping people with low literacy skills to read their ballots at the polls enables them to understand what and who they are voting for and ensures that their votes are counted.”***

The article contains interesting links to:

--Program for the International Assessment of Adult Competencies (PIAAC)

--National Center for Education Statistics

--U.S. Census Bureau





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

**REPORT:** Agenda Item VIII.A.

**MEETING DATE:** October 24, 2022

**PREPARED BY:** Nikki Winslow

**LOCATION:** Virtual Zoom Meeting

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**TITLE:** Review and Approval of RFP for Human Resources Consulting Services

**BACKGROUND:**

Over the past several years the District has utilized a combination of in house and consultant services to meet its human resources management needs, which include:

- Recruiting and onboarding
- Labor law compliance
- Workplace safety
- Compensation and benefit management
- Personnel policy development and management
- Employee relations
- Payroll
- Leave program management
- Personnel records administration
- Employee support and assistance
- Employee discipline and separation
- Employee training and development
- Employee engagement
- Succession planning

Since 2019, various positions have taken on HR related responsibilities, including the Business Manager and Administrative Services Manager. Both included District finance and accounting responsibilities. Based on feedback from incumbents in those positions, the workload involved with handling HR and finance responsibilities is not sustainable over the long term.

Due to high turnover in this position and the feedback from the incumbents, the District created an Office Manager position to handle finance and other related responsibilities while resourcing HR needs through a combination of management staff, consultants and vendors.

**Current resourcing plan**

Director/Assistant Director

- Recruiting and onboarding
- Workplace safety
- Personnel policy development and management
- Employee discipline and separation

- Employee relations

#### Supervisors

- Employee discipline and separation
- Employee relations

#### Best, Best, & Krieger

- Labor law compliance
- Employee relations
- Employee discipline and separation

#### Paychex

- Compensation and benefit management
- Payroll
- Leave program management
- Employee support and assistance (HR subconsultant to Paychex)
- Employee relations (HR subconsultant to Paychex)

#### North Star Consulting

- Employee training and development
- Employee engagement
- Succession planning

This approach is ensuring the District's HR needs are met, however, it comes with some disadvantages:

- Paychex is utilizing a subconsultant to handle employee relations, and that role is filled with a team of HR specialists. District employees have provided feedback that they would feel more comfortable with a consistent point of contact to discuss issues, which can, at times, be sensitive.
- Likewise, with the Director, Assistant Director and supervisors helping to full the employee relations role, employees have said they might not always feel comfortable raising issues with high level managers in the organization. At times, they would prefer to speak to a dedicated consultant rather than District employee.
- The Director, Assistant Director and supervisors are not experts in human resources, and they have other duties requiring their attention.
- State and federal labor laws are complex and evolving. Spreading the HR functions across multiple staff and consultants increases the chances of a gap emerging, which could be harmful to employees and subject the District to liability.

#### **Proposed resourcing plan**

To better meet the District's HR needs while making efficient use of resources, the Director is proposing to streamline the delivery of HR services with a certified human resources consultant. Under this approach, HR services would be provided through the following structure:

#### HR consultant



- Recruiting and onboarding
- Labor law compliance
- Workplace safety
- Compensation and benefit management
- Personnel policy development and management
- Employee relations
- Leave program management
- Personnel records administration
- Employee support and assistance
- Employee discipline and separation

#### Best, Best, & Krieger

- Legal support as needed

#### Paychex

- Payroll

#### North Star Consulting

- Employee training and development
- Employee engagement
- Succession planning

The cost of this approach is significantly less than the cost of a full-time manager, and it will provide a higher level of expertise over multiple areas of specialty. It also recognizes the changing state of the HR field, which has become more technical in nature. By assigning the personnel related functions to a firm with that expertise and keeping the employee training and development function with a specialist in that area, the District's staff will be supported throughout every stage of their employment, resulting in a higher level of engagement and even higher level of performance to those we serve.

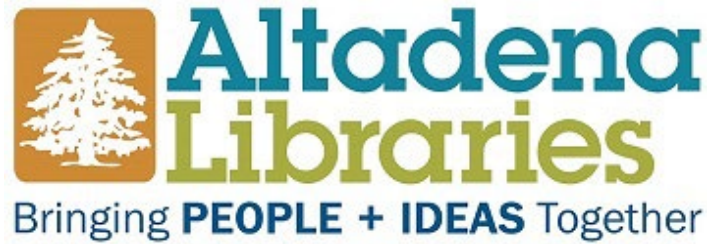
The Request for Proposals being presented was reviewed by the ALD Management Team and General Counsel to ensure accuracy, completeness and legal compliance.

#### **FISCAL IMPACT:**

None.

#### **RECOMMENDATION:**

Staff recommends that Board of Trustees approve the Request for Proposals for Human Resources Consulting Services.



**REQUEST FOR PROPOSALS  
HUMAN RESOURCES  
CONSULTING SERVICES  
Altadena Library District**

**RFP ISSUE DATE**      **October 25, 2022**

**CONTACT**                Nikki Winslow, District Director  
Email: [nwinslow@altadenalibrary.org](mailto:nwinslow@altadenalibrary.org)  
Phone Number: 626-798-0833 x 103

**PROPOSAL DUE**        **November 18, 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        Proposer Qualifications
- Section IV        Scope of Work
- Section V         Evaluation and Award Criteria
- Section VI        Proposal Instructions, Format, and Submittal Requirements
- Section VII       Cost Sheet

Attachment A    Professional Services Agreement Sample

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 human resources consulting services as described throughout this RFP. Our intent is to receive proposals from qualified vendors demonstrating the capability to provide the full scope of services to support the District's personnel and performance management, recruitment and updates to human resources rules, regulations, laws and policies.

**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:** Nikki Winslow, Altadena Library District Director at [nwinslow@altadenalibrary.org](mailto:nwinslow@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 **November 18, 2022**. 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	October 25, 2022
Last Day for Submission of Questions	November 4, 2022
District Response to Questions	November 8, 2022
Deadline for Receipt of Proposals	November 18, 2022
Evaluation	November 21-28, 2022
Optional Interview if Required	November 30, 2022
Selection presented to Board of Trustees	December 19, 2022
Tentative Start Date	January 3, 2023

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

**SECTION III  
PROPOSER QUALIFICATIONS**

- 3.0** In addition to meeting all other requirements of this RFP, all responding Proposers shall furnish verifiable evidence that their firm and personnel, at a minimum, meet the following qualifications.
- a.** Proposer must have at least one Society for Human Resources Management (SHRM) Certified Professional with an active SHRM certification.
  - b.** Proposer must provide a list of other governmental agencies in California for which the firm is presently providing similar services. The District reserves the right to human resources consulting services performed by Proposer.
  - c.** Add additional qualifications – what requirements are there with HR consultants?



## **SECTION IV SCOPE OF WORK**

### **4.0 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.

### **4.1 SCOPE OF WORK**

The scope of services is to provide human resources consulting services on an as-needed basis, and may include services related to the personnel and performance management, recruitment and updates to human resources rules, regulations, laws and policies. Services, although not all-inclusive, may include:

#### **Recruitment and Selection**

- Review job description and duties for possible updates
- Prepare recruitment plan and outreach
- Assist in the review process and candidate communications

#### **Human Resources Technology review**

- Review current programs and software
- Identify, research and recommend applicable programs
- Assist and implement a recruitment platform as needed (e.g., Paychex, CalOpps, NeoGov or other systems)

#### **Classification and Compensation Analysis**

- Conduct job analysis, needs analysis and reclassification evaluations
- Train staff on Classification and Compensation general practices
- Analyzing data and information related to salary and compensation
- Develop new, compliant job descriptions and related application materials, if necessary

#### **Performance Management and Employee Retention**

- Consider implementation of Coaching program associated with performance evaluation systems
- Developing and administering performance improvement plans
- Review current progressive discipline, employee, and agency documents to prepare disciplinary documentation

## **Organizational Assessments/Change Management**

- Department review for functional efficiencies, compliance, and best practice recommendations
- Providing assistance with Personnel Policy changes, updates, and research, including information on changes to HR laws and regulations
- Prepare and facilitate an internal customer service survey to assess the effectiveness of a department
- Review the departmental structure, compare benchmarks to similar agencies
- Assist in the messaging and strategic planning for Change Management in an agency to align with Executive mission and vision

## **Workplace Investigations**

- Recommend initial intake and analysis of complaint to determine if an investigation is warranted. Review with ALD Administration determine the best course of action
- Coordinate with HR contact to schedule interviews with assigned investigator
- Debrief with HR for post-investigation conflict resolution

### **4.2 MEETINGS**

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

### **4.3 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 V EVALUATION AND AWARD CRITERIA

### 5.0 **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.

### 5.1 **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 in performing human resources consulting services. 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 VI  
PROPOSAL INSTRUCTIONS AND FORMAT**

**6.0 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.

**6.1 DELIVERY OF PROPOSALS**

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

**6.2 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.

**6.3 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.



## **6.4 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 human resources consulting services, similar in size and scope to that requested in the RFP.
- 3) Proposer References: Provide five (5) client references for which the proposer has provided similar services. References shall include date and description of service, project location, completion dates, organization's name, contact person, title, address, and telephone number.
- 4) Proposer shall describe the role of the human resources 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 human resources consultants, whether current, pending, or occurring in the last five (5) years. Please indicate disposition of each claim.

### **b. SECTION II – PERSONNEL**

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

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

Proposer shall provide a clear understanding of the services required by the District in response to Section 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, fully-loaded hourly rate (or flat rate depending on the scope of work) 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.

**SECTION VII  
COST SHEET**

**7.0 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 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.**

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

**a. Fee Schedule For Human Resources Consulting Services For Term Of Contract**

Position	Hourly Rate				
	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year

**b. Identify costs cap as necessary.**

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

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

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

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

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

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

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

## ATTACHMENT A

### PROFESSIONAL SERVICES AGREEMENT **SAMPLE**

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

#### RECITALS

- A. District has determined that consultant services are required for \_\_\_\_\_ (the “Project”).
- B. Consultant has submitted a proposal to District that includes a scope of proposed consultant services, attached hereto and incorporated herein by this reference, and described more fully in **Exhibit A** (“Services”).
- C. Consultant represents that it is qualified, willing and able to provide the Services to District, and that it will perform Services related to the Project according to the rate schedule included in the scope of proposed consultant services attached hereto and incorporated herein as **Exhibit B** (the “Rates”).
- NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

#### AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to District:

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

Attention:

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

**22. Delays in Performance.**

A. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Consultant's

performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety.

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

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

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

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



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

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

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

**28. General Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**  
ALTADENA LIBRARY DISTRICT

**CONSULTANT:**

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

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

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

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

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

APPROVED AS TO FORM:

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

**EXHIBIT A**  
**Services**

**EXHIBIT B**  
**Rates**





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

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

**MEETING DATE:** October 24, 2022

**PREPARED BY:** Nikki Winslow

**LOCATION:** Hybrid Meeting

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**TITLE: Review and Approval of Contract for a Professional Development Training Consultant**

**BACKGROUND**

The Altadena Library District depends on its professional staff to provide a very high level of service to the community. To help ensure the District is attracting, cultivating and retaining a talented and diverse workforce, the Board of Trustees made professional development a priority during the 2019 Strategic Planning process.

District staff subsequently incorporated professional development into the District's 2020-22 Operational Plans. In July 2021, the Board of Trustees authorized me to contract with North Star Consulting to provide a customized professional development program, which has included the following elements:

- Designed and delivered two rounds of workshops with the ALD Management Team
- Facilitated Staff Development Days for all ALD staff in October 2021 and May 2022
- Offered individualized executive and leadership coaching for directors and managers
- Trustee coaching
- Board retreat facilitation

Employees, teams and the District as a whole have already begun to benefit from these enhanced professional development opportunities. For example, I have seen employees grow their skills and confidence and teams collaborate more effectively after just 14 months of implementation.

The initial scope of work has now been completed. We would like to enter into a new contract with North Star Consulting to build on the momentum that has been created and continue the District's investment in a high performing and highly engaged workforce. A scope of work is attached for your consideration.

**FISCAL IMPACT**

As outlined in page 2 of the North Star Scope Proposed Services FY2022/23, the estimated expense for all training provided is \$20,450. We have budgeted \$25,000 for Staff Training and

Education so staff would ask that the services provided by NorthStar Consulting not exceed \$25,000 for Fiscal Year 2022/23.

**RECOMMENDATION**

Staff recommends that the Board authorize the District Director to continue to contract with North Star Consulting for professional development services as outlined.

Altadena Libraries District  
Proposed Services FY 2022/23  
Training, Consulting, Coaching

Thank you for the opportunity to support the Altadena Libraries District team in reaching optimal performance. I am honored that you are considering a continued partnership - it is truly my pleasure.

As we look to the future, I suggest a continuation of our staff development training, along with consulting/coaching to support professional development and organizational health. The following maps out this suggested direction.

**Staff Development Workshop - ½ day program**

Topic(s) TBD

**Recommended Training Format: In person/on-site**

**Consulting Services**

North Star Consulting has several areas of functional expertise; when requested and relevant, we will provide consulting support to the ALD organization. These areas of functional expertise include:

- Onboarding programs
- Recruitment
- Mission, vision, values identification
- Service excellence initiatives
- Employee engagement
- Team alignment through various personality profiles
- Leadership development
- Performance metrics
- Strategic planning

**Coaching**

We will partner with individual members of the management team on an as needed or as requested basis, in one-on-one coaching engagements to help them take their leadership to the next levels. The following are common areas of focus these types of engagements.

- Developing transformative leadership aligned with strengths, values, and business needs
- Building strong teams based on trust, positivity, and purpose
- Crafting winning cultures emphasizing people development, learning, and growth

- Raising confidence, self-awareness, and emotional intelligence
- Exhibiting effective communication, active listening, and conflict resolution skills
- Reducing stress, and Increasing productivity, prioritization, and efficiency
- Developing thoughtful and compassionate decision-making skills

### Pricing per Component

½ Day training fee	\$2000
Coaching	\$ 250/hour
Consulting	\$ 250/hour

In deference to our valued relationship, I am pleased to offer you a 20+% discount on our services. For comparison, our standard full-day training fee for 2022/23 is \$5000; ½ day is \$2500. Pricing includes customization, pre-work, handouts and presentation materials. For reference, our standard fee for coaching and consulting for public sector clients is currently \$350/hour; private sector fee is \$500/hour.

### Peripheral Expenses

In the case of in person training, any out-of-pocket travel expenses (i.e., mileage, air fare, rental car, meals while traveling) will be invoiced. Rest assured that we understand the importance of cost-containment and will always keep an eye to the budget when making any travel plans. As a matter of routine, we look for “piggyback” opportunities to split the expense cost between agencies, as we have done for ALD in the past.

Based on the training outline above, I suggest the following estimate for travel expenses: \$950 per workshop

### 2022/23 Estimate

One (1) ½ Day Training Workshop	\$ 2,000
<ul style="list-style-type: none"> <li>• Professional Development - ALD team</li> </ul>	
Individual coaching - 50 hours	\$12,500
<ul style="list-style-type: none"> <li>• 1-2 hours/month for identified managers, as needed/requested</li> </ul>	
Consulting - 20 hours	\$ 5,000
Travel related expenses	\$ 950
<b>ESTIMATE TOTAL</b>	<b>\$20,450</b>

*Note: this estimate is predicated on the above projections. Final cost will be based on actual number of hours and training days utilized.*

**North Star Consulting**

North Star Consulting is a full-service management and leadership development firm providing highly customized coaching and training solutions, including:

- Leadership and alignment training
- Executive coaching & consulting
- Staff development
- Team alignment/conflict management
- Onboarding program design and implementation
- Comprehensive service excellence initiatives
- Process improvement initiatives

**Jennifer Coyle**

With a proven track record of helping companies, teams and individuals achieve their highest levels of performance, Jennifer Coyle brings a unique mix of experience to her role as founder and president of North Star Consulting.

Jennifer’s approach focuses on working collaboratively with her clients to achieve outcomes that are measurable and sustainable, typically in the areas of improved leadership performance, increased team alignment and cohesion, process improvement and, ultimately, enhanced organizational excellence.

**Education & Training**

- B.A in Philosophy/Theology - Georgetown University
- MS Ed. in Training & Development - Florida International University
- Essentials of Executive Leadership - University of Chicago’s Booth School Business
- Lean/Six Sigma Black Belt
- “Five Behaviors” Facilitator
- Quality Service Expert - Disney
- Innovation - Northwestern/Kellogg School of Management

**Coaching Credentials**

- MS Ed. in Executive Coaching - University of Miami
- Executive Coaching Certificate - Harvard University
- Coaching Mastery Certification - Accelerating Coach Excellence
- Journey to Mastery Facilitator - Work alongside Google’s former Head of Leadership and Talent Development (David Peterson) to develop senior business coaches around the world
- International Coaching Federation - Professional Certified Coach
- Virtuoso Coach Member - invitation only executive coach mentor group dedicated to elevating the caliber of the global professional coaching industry towards excellence



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

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

**MEETING DATE:** October 24, 2022

**PREPARED BY:** David Zearbaugh

**LOCATION:** Hybrid Meeting

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**TITLE:** RFP for Library Materials Vending Machines to be placed at locations to be determined in Altadena.

**BACKGROUND:**

The Altadena Library District received funding to the tune of \$250,000 from the State through AB129 and SB129 to help fund library programs and services. Part of this funding was planned to continue in expanding the library's footprint by installing library materials vending machine(s) in key locations in the Altadena Community.

With the pending closures of the Bob Lucas Memorial Branch Library and later the Altadena Main Library for renovations, the Altadena Library District seeks to extend access and services into the community. During the closures of the brick and mortar buildings for renovations, it will be especially important to provide locations where patrons may have access to library materials and services. ALD has reviewed various ways to extend access and has identified library materials vending machines as one avenue to accomplish this goal. While this will be even more important during the renovations, ALD intends to continue providing extended access services post renovation. This plan includes placing at least one (1) library materials vending machine permanently in a key location within the community.

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

- Delivery, Installation, and Pre-Configuration of device(s) at library designated locations.
- Capacity: At least 150 number of items
- Electrical: Ability to plug into standard 110v outlet
- Network: Both Wired and Wireless Ethernet Options
- Connectivity: Koha API or SIP2 Integration
- Checkout, Return and ability to place holds on items in machine.
- General:
  - RFID ISO 28560 Compatible
  - Read 2D Barcodes with codabar symbology
  - Ability to Customize Receipt
  - ADA accessible and compliant
  - Ability to withstand limited adverse weather conditions
  - Onsite Administration Training for IT Manager and staff training as needed



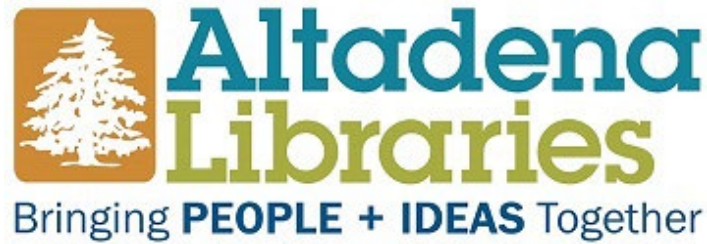
- Support
- Include response times and communication
- Service, Support & Maintenance
- Yearly service, support, and maintenance costs should be listed a separate line item so the district may determine annual costs beyond five (5) years.
- Devices should be covered by service, support, and maintenance and should incur no additional charges for the replacement of any equipment.

**FISCAL IMPACT:**

Because ALD has already received a grant from the State Library, costs for the purchase of the devices, support, and maintenance will have no immediate fiscal impact on the general budget for the next 5 years. Beyond the initial service contract, anticipated to be covered by the grant at 5 years, yearly service, support, and maintenance will need to be allocated for in the general budget. Based on relationships with other technology equipment vendors we are working with, these annual maintenance costs are estimated to be from \$2,000 to \$5,000 per year. This information will be finalized and shared upon receipt of the RFPs responses.

**RECOMMENDATION:**

That the Board of Trustees approve the use of an RFP to solicit bids for Library Materials Vending Machines to be placed in key locations within the Altadena community.



**REQUEST FOR PROPOSALS  
LIBRARY MATERIALS  
VENDING MACHINE SERVICES  
Altadena Library District**

**RFP ISSUE DATE**     **October 25, 2022**

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

**PROPOSAL DUE**     **November 30, 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

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 a library materials vending machine and support and maintenance 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 sections – unit purchase price and yearly service, support, and maintenance costs. 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 **November 30, 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 a five (5) year term with option to renew yearly after the five (5) year term. 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	October 25, 2022
Last Day for Submission of Questions	November 8, 2022
District Response to Questions	November 11, 2022
Deadline for Receipt of Proposals	November 30, 2022
Evaluation	December 1-5, 2022
Optional Interview if Required	December 8, 2022
Selection presented to Board of Trustees	December 19, 2022
Tentative Start Date	January 9, 2023

\*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 library materials vending equipment, maintenance, and support to the Altadena Library District. The Altadena library seeks at least one (1) library materials vending machines for purchase including yearly service, support and maintenance with expectations as follows:

1. Delivery, Installation, and Pre-configuration of device(s) at library designated locations.
2. Capacity: At least 150 number of items
3. Electrical: Ability to plug into standard 110v outlet
4. Network: Both Wired and Wireless Ethernet Options
5. Connectivity: Koha API or SIP2 Integration
  - Checkout, Return and ability to place holds on items in machine.
6. General:
  - RFID ISO 28560 Compatible
  - Read 2D Barcodes with codabar symbology
  - Ability to Customize Receipt
7. ADA accessible and compliant
8. Supports Multiple Languages
9. Ability to withstand limited adverse weather conditions
10. Onsite Administration Training for IT Manager and staff training as needed
11. Support
  - Include response times and communication
12. Service, Support & Maintenance
  - Yearly service, support, and maintenance costs should be listed a separate line item so the district may determine annual costs beyond five (5) years.
  - Devices should be covered by service, support, and maintenance and should incur no additional charges for the replacement or repair of any equipment.

### **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 for device(s) and five (5) years of service, support, and maintenance will be made upon successful delivery, installation, and requested training. 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 library materials vending 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 library materials vending 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 library materials vending 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 library materials vending 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 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.

The proposal should include the cost of purchasing all library materials vending equipment and five (5) years of service, support, and maintenance of the machines. The proposal and costs should be broken down as follows:

- Base cost of library materials vending machine including configuration, delivery and installation.



- Line item costs for additional features provided OR costs for additional feature package with line items of what package includes. E.G. Additional touch screen
- Cost for five (5) years of annual service, support, and maintenance for the machine(s).
- Anticipated annual service, support, and maintenance costs after five (5) year contract term.

**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**

**a. Fee Schedule For Purchase of Library Vending equipment and Service, Support, and Maintenance**

	<b>Cost</b>
Base Library Materials Vending Machine	
5 Years of Service, Support, & Maintenance	
Annual service, support, & maintenance (after initial 5 years)	
Line item add-ons or additional packages below	
<b>Able To:</b>	<b>Yes or No</b>
Read ISO 28560 RFID Tags	
Read 1D & 2D Barcode (digital barcodes)	
Read 14 Digit Codabar Symbology Barcodes with check digit	
Communicate with KOHA ILS via API or SIP2	
-Please indicate which or both	
Checkout, Return, and Hold items in Machine	
Customize Receipt	
Withstand limited adverse weather conditions	
ADA accessible and compliant	
List Supported Languages	
<b>Price Includes:</b>	<b>Yes or No</b>
Configuration, Delivery, and Installation	

IT and Staff Training	
Service, Support, and Maintenance	

**Total Machine Purchase Cost** \_\_\_\_\_  
**Five (5) years of Service, Support & Maintenance Cost** \_\_\_\_\_  
**Total Combined Cost** \_\_\_\_\_  
**Anticipated Annual Service, Support, & Maintenance Costs\*** \_\_\_\_\_  
**Guaranteed turnaround time for service request** \_\_\_\_\_

\*After first five (5) years of service, support & maintenance

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

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

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

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

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

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

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

## ATTACHMENT A

### PROFESSIONAL SERVICES AGREEMENT SAMPLE

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

#### RECITALS

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

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

#### AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

If to District:

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

Attention:

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

**22. Delays in Performance.**

A. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Consultant's

performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety.

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

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

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

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

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

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

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

**28. General Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**  
ALTADENA LIBRARY DISTRICT

**CONSULTANT:**

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

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

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

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

APPROVED AS TO FORM:

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



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

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

**MEETING DATE:** October 24, 2022

**PREPARED BY:** Nikki Winslow

**LOCATION:** Hybrid Meeting

**TITLE:** Update on CalPERS California Employers Retiree Benefit Trust (CERBT) account and recommendation to adopt a Resolution establishing an agreement through the California Employers' Pension Prefunding Trust (CEPPT) Program

**BACKGROUND:**

In February of 2022, the District was authorized to contract with CalMuni to draft a new Unfunded Accrued Liability (UAL) Policy. This policy was approved by the Board on May 23, 2022. The purpose of the policy is to develop a plan to pay down our debt obligation to CalPERS for pension benefits to reduce the amount of interest paid on these funds.

Section 4B of the Policy permits the District to establish a Section 115 trust fund managed by a third-party investment manager. This is one of the various options presented in the UAL policy that address paying down the District's debt obligations. The Section 115 trust fund allows for the District to contribute Sequestered Savings and Sequestered Surplus as well as any other funds deposited into it at the discretion of the Board of Trustees, based on recommendations made by the District staff. These funds in the Section 115 Trust Fund are used to manage the District's pension benefits costs.

Staff have explored options available to administer a Section 115 Trust and are recommending the CalPERS California Employers' Pension Prefunding Trust (CEPPT) program be utilized.

At a special meeting held on September 12, 2022, the Budget Committee approved presenting before the Board of Trustees the staff recommendation to adopt the attached Resolution Authorizing the Altadena Library District to enter into an agreement with CalPERS via the California Employers' Pension Prefunding Trust (CEPPT).

The CEPPT is a self-funded not-for-profit fund where all the costs are paid by the participating employers. There are no profits generated by CalPERS through the operation of this program. There are no implementation or one-time fees for this as well. The District is not charged any fees until funds are deposited into the account. The administrative fees will be paid from the assets in the fund itself.

Included for your review is Resolution 2022-18, the CEPPT Prefunding Agreement form, and an update from CalPERS on the status of the California Employers Retiree Benefit Trust (CERBT) that is already established to fund retiree health benefit costs, as well as an overview of the CEPPT and the benefits of establishing this account.



**FISCAL IMPACT:**

Administrative fees to be determined.

**RECOMMENDATION:**

Staff recommends the Board of Trustees adopt Resolution 2022-18 Authorizing the Altadena Library District to enter into an agreement with the CalPERS via the California Employers' Pension Prefunding Trust (CEPPT), a Section 115 Irrevocable Trust, and delegate authority to the District Director to request disbursements through the budgeting process.

**RESOLUTION NO. 2022-18**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALTADENA LIBRARY DISTRICT AUTHORIZING THE DISTRICT DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM'S (CalPERS) CALIFORNIA EMPLOYERS' PENSION PREFUNDING TRUST (CEPPT) PROGRAM TO ESTABLISH A SECTION 115 TRUST.**

**WHEREAS**, it is determined to be in the best interest of the District to set aside funds for the pre-funding of its CalPERS pension obligation to be held in trust for the exclusive purpose of making future contributions of the District's required pension contributions and any employer contributions in excess of such required contributions at the discretion of the District; and,

**WHEREAS**, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code (as amended) and the Regulations issued thereunder, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and,

**WHEREAS**, the District's establishment of the Section 115 trust does not require a minimum initial or annual contribution: and,

**WHEREAS**, Staff evaluated several options available to establish and administer a Section 115 Trust; and,

**WHEREAS**, the CEPPT program offered by CalPERS was determined to offer the best combination of member agencies, assets under management, fee schedule, and annualized returns; and,

**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.     Authorizations.   The Altadena Library District authorizes and directs the District Director to execute an agreement with CalPERS to establish a Section 115 Trust Fund, to include administrative, trustee/custodian, and investment advisory services.

Section 3.     Effective Date of Resolution.   This Resolution shall take effect immediately upon its adoption and shall be effective until the Board of Trustees adopts a resolution superseding or amending this resolution.

PASSED AND ADOPTED by the Board of Trustees of the Altadena Library District, this 24th day of October 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

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

**CALIFORNIA EMPLOYERS' PENSION PREFUNDING TRUST PROGRAM**

**AGREEMENT AND ELECTION  
OF**

---

(NAME OF EMPLOYER)

**to Prefund Employer Contributions to a Defined Benefit  
Pension Plan**

WHEREAS (1) Government Code (GC) Section 21711(a) establishes in the State Treasury the California Employers' Pension Prefunding Trust Fund (CEPPT), a special trust fund for the purpose of allowing eligible employers to prefund their required pension contributions to a defined benefit pension plan (each an Employer Pension Plan) by receiving and holding in the CEPPT amounts that are intended to be contributed to an Employer Pension Plan at a later date; and

WHEREAS (2) GC Section 21711(b) provides that the California Public Employees' Retirement System (CalPERS) Board of Administration (Board) has sole and exclusive control of the administration and investment of the CEPPT, the purposes of which include, but are not limited to (i) receiving contributions from participating employers; (ii) investing contributed amounts and income thereon, if any, in order to receive yield on the funds; and (iii) disbursing contributed amounts and income thereon, if any, to pay for costs of administration of the CEPPT and to deposit employer contributions into Employer Pension Plans in accordance with their terms; and

WHEREAS (3) \_\_\_\_\_  
(NAME OF EMPLOYER)

(Employer) desires to participate in the CEPPT upon the terms and conditions set by the Board and as set forth herein; and

WHEREAS (4) Employer may participate in the CEPPT upon (i) approval by the Board and (ii) filing a duly adopted and executed Agreement and Election to Prefund Employer Contributions to a Defined Benefit Pension Plan (Agreement) as provided in the terms and conditions of the Agreement; and

WHEREAS (5) The CEPPT is a trust fund that is intended to perform an essential governmental function (that is, the investment of funds by a State, political subdivision or 115 entity) within the meaning of Internal Revenue Code (Code) Section 115 and Internal Revenue Service Revenue Ruling 77-261, and as an Investment Trust Fund, as defined in Governmental Accounting Standards Board (GASB) Statement No. 84, Paragraph 16, for accounting and financial reporting of fiduciary activities from the

external portion of investment pools and individual investment accounts that are held in a trust that meets the criteria in Paragraph 11c(1).

WHEREAS (6) The CEPPT is not a Code Section 401(a) qualified trust and the assets held in the CEPPT are not assets of any Employer Pension Plan or any plan qualified under Code Section 401(a).

NOW, THEREFORE, BE IT RESOLVED THAT EMPLOYER HEREBY MAKES THE FOLLOWING REPRESENTATION AND WARRANTY AND THAT THE BOARD AND EMPLOYER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

A. Employer Representation and Warranty

Employer hereby represents and warrants that it is the State of California or a political subdivision thereof, or an entity whose income is excluded from gross income under Code Section 115(1).

B. Adoption and Approval of the Agreement; Effective Date; Amendment

(1) Employer's governing body shall elect to participate in the CEPPT by adopting this Agreement and filing with the Board a true and correct original or certified copy of this Agreement as follows:

Filing by mail, send to: CalPERS  
CEPPT  
P.O. Box 1494  
Sacramento, CA 95812-1494

Filing in person, deliver to: CalPERS Mailroom  
CEPPT  
400 Q Street  
Sacramento, CA 95811

(2) Upon receipt of the executed Agreement, and after approval by the Board, the Board shall fix an effective date and shall promptly notify Employer of the effective date of the Agreement. Employer shall provide the Board such other documents as the Board may request, including, but not limited to a certified copy of the resolution(s) of the governing body of Employer authorizing the adoption of the Agreement and documentation naming Employer's successor entity in the event that Employer ceases to exist prior to termination of this Agreement.

(3) The terms of this Agreement may be amended only in writing upon the agreement of both the Board and Employer, except as otherwise provided herein. Any such amendment or modification to this Agreement shall be adopted and executed in the same manner as required for the Agreement. Upon receipt of the executed amendment or modification, the Board shall fix the effective date of the amendment or modification.

(4) The Board shall institute such procedures and processes as it deems necessary to administer the CEPPT, to carry out the purposes of this Agreement, and to maintain the tax-exempt status of the CEPPT. Employer agrees to follow such procedures and processes.

#### C. Employer Reports Provided for the Board's Use in Trust Administration and Financial Reporting and Employer Contributions

(1) Employer shall provide to the Board a defined benefit pension plan cost report on the basis of the actuarial assumptions and methods prescribed by Actuarial Standards of Practice (ASOP) or prescribed by GASB. Such report shall be for the Board's use in trust administration and financial reporting and shall be prepared at least as often as the minimum frequency required by applicable GASB Standards. This defined benefit pension plan cost report may be prepared as an actuarial valuation report or as a GASB compliant financial report. Such report shall be:

- 1) prepared and signed by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board;
- 2) prepared in accordance with ASOP or with GASB; and
- 3) provided to the Board prior to the Board's acceptance of contributions for the reporting period or as otherwise required by the Board.

(2) In the event that the Board determines, in its sole discretion, that Employer's cost report is not suitable for the Board's purposes and use or if Employer fails to provide a required report, the Board may obtain, at Employer's expense, a report that meets the Board's trust administration and financial reporting needs. At the Board's option, the Board may recover the costs of obtaining the report either by billing and collecting such amount from Employer or through a deduction from Employer's Prefunding Account (as defined in Paragraph D(2) below).

(3) Employer shall notify the Board in writing of the amount and timing of contributions to the CEPPT, which contributions shall be made in the manner established by the Board and in accordance with the terms of this Agreement and any procedures adopted by the Board.

(4) The Board may limit Employer's contributions to the CEPPT to the amount necessary to fully fund the actuarial present value of total projected benefit payments not otherwise prefunded through the applicable Employer Pension Plan (Unfunded PVFB), as set forth in Employer's cost report for the applicable period. If Employer's contribution would cause the assets in Employer's Prefunding Account to exceed the Unfunded PVFB, the Board may refuse to accept the contribution. If Employer's cost report for the applicable period does not set forth the Unfunded PVFB, the Board may

refuse to accept a contribution from Employer if the contribution would cause the assets in Employer's Prefunding Account to exceed Employer's total pension liability, as set forth in Employer's cost report.

(5) No contributions are required. Contributions can be made at any time following the effective date of this Agreement if Employer has first complied with the requirements of this Agreement, including Paragraph C.

(6) Employer acknowledges and agrees that assets held in the CEPPT are not assets of any Employer Pension Plan or any plan qualified under Code Section 401(a), and will not become assets of such a plan unless and until such time as they are distributed from the CEPPT and deposited into an Employer Pension Plan.

#### D. Administration of Accounts; Investments; Allocation of Income

(1) The Board has established the CEPPT as a trust fund consisting of an aggregation of separate single-employer accounts, with pooled administrative and investment functions.

(2) All Employer contributions and assets attributable to Employer contributions shall be separately accounted for in the CEPPT (Employer's Prefunding Account). Assets in Employer's Prefunding Account will be held for the exclusive purpose of funding Employer's contributions to its Employer Pension Plan(s) and defraying the administrative expenses of the CEPPT.

(3) The assets in Employer's Prefunding Account may be aggregated with the assets of other participating employers and may be co-invested by the Board in any asset classes appropriate for a Code Section 115 trust, subject to any additional requirements set forth in applicable law, including, but not limited to, subdivision (d) of GC Section 21711. Employer shall select between available investment strategies in accordance with applicable Board procedures.

(4) The Board may deduct the costs of administration of the CEPPT from the investment income of the CEPPT or from Employer's Prefunding Account in a manner determined by the Board.

(5) Investment income earned shall be allocated among participating employers and posted to Employer's Prefunding Account daily Monday through Friday, except on holidays, when the allocation will be posted the following business day.

(6) If, at the Board's sole discretion and in compliance with accounting and legal requirements applicable to an Investment Trust Fund and to a Code Section 115 compliant trust, the Board determines to its satisfaction that all obligations to pay defined benefit pension plan benefits in accordance with the applicable Employer Pension Plan terms have been satisfied by payment or by defeasance with no remaining risk regarding the amounts to be paid or the value of assets held in the

CEPPT, then the residual Employer assets held in Employer's Prefunding Account may be returned to Employer.

#### E. Reports and Statements

(1) Employer shall submit with each contribution a contribution report in the form and containing the information prescribed by the Board.

(2) The Board, at its discretion but at least annually, shall prepare and provide a statement of Employer's Prefunding Account reflecting the balance in Employer's Prefunding Account, contributions made during the period covered by the statement, investment income allocated during such period, and such other information as the Board may determine.

#### F. Disbursements

(1) Employer may receive disbursements from the CEPPT not to exceed, on an annual basis, the amount of the total annual Employer contributions to Employer's Pension Plan for such year.

(2) Employer shall notify the Board in writing in the manner specified by the Board of the persons authorized to request disbursements from the CEPPT on behalf of Employer.

(3) Employer's request for disbursement shall be in writing signed by Employer's authorized representative, in accordance with procedures established by the Board, and the Board may rely conclusively upon such writing. The Board may, but is not required to, require that Employer certify or otherwise demonstrate that amounts disbursed from Employer's Prefunding Account will be used solely for the purposes of the CEPPT. However, in no event shall the Board have any responsibility regarding the application of distributions from Employer's Prefunding Account.

(4) No disbursement shall be made from the CEPPT which exceeds the balance in Employer's Prefunding Account.

(5) Requests for disbursements that satisfy the above requirements will be processed on at least a monthly basis.

(6) The Board shall not be liable for amounts disbursed in error if it has acted upon the written instruction of an individual authorized by Employer to request disbursements, and is under no duty to make any investigation or inquiry about the correctness of such instruction. In the event of any other erroneous disbursement, the extent of the Board's liability shall be the actual dollar amount of the disbursement, plus interest at the actual earnings rate but not less than zero.



## G. Costs of Administration

Employer shall pay its share of the costs of administration of the CEPPT, as determined by the Board and in accordance with Paragraph D.

## H. Termination of Employer's Participation in the CEPPT

(1) The Board may terminate Employer's participation in the CEPPT if:

- (a) Employer's governing body gives written notice to the Board of its election to terminate; or
- (b) The Board determines, in its sole discretion, that Employer has failed to satisfy the terms and conditions of applicable law, this Agreement or the Board's rules, regulations or procedures.

(2) If Employer's participation in the CEPPT terminates for either of the foregoing reasons, all assets in Employer's Prefunding Account shall remain in the CEPPT, except as otherwise provided below, and shall continue to be invested and accrue income as provided in Paragraph D, and Employer shall remain subject to the terms of this Agreement with respect to such assets.

(3) After Employer's participation in the CEPPT terminates, Employer may not make further contributions to the CEPPT.

(4) After Employer's participation in the CEPPT terminates, disbursements from Employer's Prefunding Account may continue upon Employer's instruction or otherwise in accordance with the terms of this Agreement.

(5) After Employer's participation in the CEPPT terminates, the governing body of Employer may request either:

- (a) A trustee to trustee transfer of the assets in Employer's Prefunding Account to a trust dedicated to prefunding Employer's required pension contributions; provided that the Board shall have no obligation to make such transfer unless the Board determines that the transfer will satisfy applicable requirements of the Code, other law and accounting standards, and the Board's fiduciary duties. If the Board determines that the transfer will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the transfer. The amount to be transferred shall be the amount in Employer's Prefunding Account as of the date of the transfer (the "transfer date") and shall include investment earnings up to an investment earnings allocation date preceding the transfer date. In no event shall the investment earnings allocation date precede the transfer date by more than 150 days.

- (b) A disbursement of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such disbursement unless the Board determines that, in compliance with the Code, other law and accounting standards, and the Board's fiduciary duties, all of Employer's obligations for payment of defined benefit pension plan benefits and reasonable administrative costs of the Board have been satisfied. If the Board determines that the disbursement will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the disbursement. The amount to be disbursed shall be the amount in Employer's Prefunding Account as of the date of the disbursement (the "disbursement date") and shall include investment earnings up to an investment earnings allocation date preceding the disbursement date. In no event shall the investment earnings allocation date precede the disbursement date by more than 150 days.

(6) After Employer's participation in the CEPPT terminates and at such time that no assets remain in Employer's Prefunding Account, this Agreement shall terminate. To the extent that assets remain in Employer's Prefunding Account, this Agreement shall remain in full force and effect.

(7) If, for any reason, the Board terminates the CEPPT, the assets in Employer's Prefunding Account shall be paid to Employer to the extent permitted by law and Code Section 115 after retention of (i) an amount sufficient to pay the Unfunded PVFB as set forth in a current defined benefit pension plan(s) cost report prepared in compliance with ASOP and the requirements of Paragraph C(1), and (ii) amounts sufficient to pay reasonable administrative costs of the Board. Amounts retained by the Board to pay the Unfunded PVFB shall be transferred to (i) another Code Section 115 trust dedicated to prefunding Employer's required pension contributions, subject to the Board's determination that such transfer will satisfy applicable requirements of the Code, other law and accounting standards, and the Board's fiduciary duties or (ii) Employer's Pension Plan, subject to acceptance by Employer's Pension Plan.

(8) If Employer ceases to exist but Employer's Prefunding Account continues to exist, and if no provision has been made to the Board's satisfaction by Employer with respect to Employer's Prefunding Account, the Board shall be permitted to identify and appoint a successor to Employer under this Agreement, provided that the Board first determines, in its sole discretion, that there is a reasonable basis upon which to identify and appoint such a successor and provided further that such successor agrees in writing to be bound by the terms of this Agreement. If the Board is unable to identify or appoint a successor as provided in the preceding sentence, then the Board is authorized to appoint a third-party administrator or other successor to act on behalf of Employer under this Agreement and to otherwise carry out the intent of this Agreement with respect to Employer's Prefunding Account. Any and all costs associated with such appointment shall be paid from the assets attributable to Employer's Prefunding Account. At the Board's option, and subject to acceptance by Employer's Pension Plan,

the Board may instead transfer the assets in Employer's Prefunding Account to Employer's Pension Plan and terminate this Agreement.

(9) If the Board determines, in its sole discretion, that Employer has breached the representation and warranty set forth in Paragraph A., the Board shall take whatever action it deems necessary to preserve the tax-exempt status of the CEPPT.

I. Indemnification

Employer shall indemnify, defend, and hold harmless CalPERS, the Board, the CEPPT, and all of the officers, trustees, agents and employees of the foregoing from and against any loss, liability, claims, causes of action, suits, or expense (including reasonable attorneys' fees and defense costs, lien fees, judgments, fines, penalties, expert witness fees, appeals, and claims for damages of any nature whatsoever) not charged to the CEPPT and imposed as a result of, arising out of, related to or in connection with (1) the performance of the Board's duties or responsibilities under this Agreement, except to the extent that such loss, liability, suit or expense results or arises from the Board's own gross negligence, willful misconduct or material breach of this Agreement, or (2) without limiting the scope of Paragraph F(6) of this Agreement, any acts taken or transactions effected in accordance with written directions from Employer or any of its authorized representatives or any failure of the Board to act in the absence of such written directions to the extent the Board is authorized to act only at the direction of Employer.

J. General Provisions

(1) Books and Records

Employer shall keep accurate books and records connected with the performance of this Agreement. Such books and records shall be kept in a secure location at Employer's office(s) and shall be available for inspection and copying by the Board and its representatives.

(2) Notice

(a) Any notice or other written communication pursuant to this Agreement will be deemed effective immediately upon personal delivery, or if mailed, three (3) days after the date of mailing, or if delivered by express mail or e-mail, immediately upon the date of confirmed delivery, to the following:

For the Board:

Filing by mail, send to:  
CalPERS  
CEPPT  
P.O. Box 1494  
Sacramento, CA 95812-1494

Filing in person, deliver to:  
CalPERS Mailroom  
CEPPT  
400 Q Street  
Sacramento, CA 95811

For Employer:

(b) Either party to this Agreement may, from time to time by notice in writing served upon the other, designate a different mailing address to which, or a different person to whom, all such notices thereafter are to be addressed.

### (3) Survival

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of this Agreement shall survive the termination of this Agreement.

### (4) Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

### (5) Necessary Acts; Further Assurances

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

### (6) Incorporation of Amendments to Applicable Laws and Accounting Standards

Any references to sections of federal or state statutes or regulations or accounting standards shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

(7) Days

Wherever in this Agreement a set number of days is stated or allowed for a particular event to occur, the days are understood to include all calendar days, including weekends and holidays, unless otherwise stated.

(8) No Third Party Beneficiaries

Except as expressly provided herein, this Agreement is for the sole benefit of the parties hereto and their permitted successors and assignees, and nothing herein, expressed or implied, will give or be construed to give any other person any legal or equitable rights hereunder. Notwithstanding the foregoing, CalPERS, the CEPPT, and all of the officers, trustees, agents and employees of CalPERS, the CEPPT and the Board shall be considered third party beneficiaries of this Agreement with respect to Paragraph I above.

(9) Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

A majority vote of Employer's Governing Body at a public meeting held on the \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year \_\_\_\_\_, authorized entering into this Agreement.

Signature of the Presiding Officer: \_\_\_\_\_

Printed Name of the Presiding Officer: \_\_\_\_\_

Name of Governing Body: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

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

BOARD OF ADMINISTRATION  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
MELODY BENAVIDES  
DIVISION CHIEF, PENSION CONTRACTS AND PREFUNDING PROGRAMS  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

To be completed by CalPERS  
The effective date of this Agreement is: \_\_\_\_\_

# CERBT Account Update

Altadena Library District

October 20, 2022

# CERBT Account Summary

As of August 31, 2022	Strategy 3
Initial contribution <small>(4/17/2013)</small>	\$50,000
Additional contributions	\$559,221
Disbursements	(\$73,922)
CERBT expenses	(\$3,706)
Investment earnings	\$158,123
Total assets	\$689,717
Money-weighted annualized net rate of return <small>(4/17/2013 – 8/31/2022= 9.4 Years)</small>	3.99%

In PEMHCA: Yes  
 CERBT agreement effective date: 2/12/2013



# Total Participation Cost Fee Rate

- All-inclusive cost of participation
  - CERBT: 10 basis points (bps) fee on asset balance
  - CEPPT: 25 basis points (bps) fee on asset balance
  - Combines administrative, custodial, and investment fees
  - Self-funded, not-for-profit, fee rate may change in the future
- Zero cost to join and setup account

## Fee Rate Illustration

Asset Value on Deposit*	All-Inclusive Fee Rate	Annual Cost
\$1,000,000	10 Basis Points (0.10%)	\$1,000
\$1,000,000	25 Basis Points (0.25%)	\$2,500

\*Asset values shown assume the amount is deposited on the first day of a 12-month calendar year and remains constant the entire 12 months ending on the last day with the exact same amount. No investment gains/losses, or contribution additions/withdrawals are experienced at any time during the 12 months.

There are **no** additional fees of any kind. No set-up, joining, renewal, contribution, disbursement, termination fees. No minimum contribution amount.

# CEPPT/CERBT Consistently Low Fee Rate History

Fiscal Year	CERBT	CEPPT
2007-2008	2.00 basis points	-
2008-2009	6.00 basis points	-
2009-2010	9.00 basis points	-
2010-2011	12.00 basis points	-
2011-2012	12.00 basis points	-
2012-2013	15.00 basis points	-
2013-2014	14.00 basis points	-
2014-2015	10.00 basis points	-
2015-2016	10.00 basis points	-
2016-2017	10.00 basis points	-
2017-2018	10.00 basis points	-
2018-2019	10.00 basis points	-
2019-2020	10.00 basis points	25.00 basis points
2020-2021	10.00 basis points	25.00 basis points
2021-2022	10.00 basis points	25.00 basis points
<b>2022-2023</b>	<b>10.00 basis points</b>	<b>25.00 basis points</b>

# Prefunding Program Employers

620 contracting employers (598 CERBT and 76 CEPPT)



State of California



157 Cities or Towns



10 Counties

81 School Employers



32 Courts



338 Special Districts &  
Public Agencies



# Pension Cost Considerations & Outlook

## Cost Considerations

- **Normal Cost**
  - Ongoing perpetual cost
  - Naturally rises due to payroll & headcount
- **Unfunded Accrued Liability (UAL)**
  - Exists for most agencies
  - Will reoccur if plan is negative
  - 6.8% interest

## Outlook

- Likely to increase for the next 5 to 15 years
- Fluctuating volatile costs
- Employers will need to budget more

# CalPERS Pension Plans Summary

Plan	Funded Status (6/30/2020)	Unfunded Liability (7% Interest)	UAL Payment 2022-23	Normal Cost 2022-23	Total Contribution 2022-23
Miscellaneous Plan	68.2%	\$2,870,748	\$227,754	\$22,021	\$249,775
Miscellaneous Second Tier Plan	86.0%	\$3,315	\$609	\$0	\$609
PEPRA Miscellaneous Plan	89.6%	\$82,199	\$5,419	\$99,696	\$105,115
Totals	69.9%	<b>\$2,956,262</b>	<b>\$233,782</b>	<b>\$121,717</b>	<b>\$355,499</b>

# Pay Down Your Misc Classic Pension Debt Faster and Save

Date	<u>Current Amortization Schedule</u>		<u>Alternate Schedules</u>			
	Balance	Payment	15 Year Amortization		10 Year Amortization	
			Balance	Payment	Balance	Payment
6/30/2022	2,892,544	227,754	2,892,544	307,022	2,892,544	398,134
6/30/2023	2,859,434	243,906	2,777,436	307,022	2,683,189	398,134
6/30/2024	2,807,295	261,094	2,654,270	307,022	2,459,179	398,134
6/30/2025	2,733,729	272,098	2,522,483	307,022	2,219,489	398,134
6/30/2026	2,643,630	282,536	2,381,471	307,022	1,963,020	398,134
6/30/2027	2,536,429	289,525	2,230,588	307,022	1,688,598	398,134
6/30/2028	2,414,492	296,705	2,069,143	307,021	1,394,967	398,134
6/30/2029	2,276,594	304,085	1,896,398	307,022	1,080,782	398,135
6/30/2030	2,121,407	311,666	1,711,560	307,021	744,603	398,135
6/30/2031	1,947,516	319,454	1,513,784	307,022	384,891	398,134
6/30/2032	1,753,395	315,647	1,302,163	307,021		
6/30/2033	1,549,626	311,414	1,075,729	307,021		
6/30/2034	1,335,972	302,330	833,445	307,022		
6/30/2035	1,116,758	287,826	574,200	307,021		
6/30/2036	897,202	262,515	296,809	307,022		
6/30/2037	688,459	164,736				
6/30/2038	566,248	148,130				
6/30/2039	452,658	135,545				
6/30/2040	344,136	127,567				
6/30/2041	236,267	98,819				
6/30/2042	150,587	73,124				
6/30/2043	85,489	57,787				
6/30/2044	31,697	29,375				
6/30/2045	3,530	3,651				
<b>Total</b>		<b>5,127,289</b>		<b>4,605,325</b>		<b>3,981,342</b>
<b>Interest Paid</b>		<b>2,234,745</b>		<b>1,712,781</b>		<b>1,088,798</b>
<b>Estimated Savings</b>				<b>521,964</b>		<b>1,145,947</b>

# Pension Contribution Investment Tools

Portfolios	CalPERS Pension	CEPPT Strategy 1	CEPPT Strategy 2	LAIF
Expected Return	6.8%	4.5%	3.5%	~1%
Risk	11.4%	8.8%	6.1%	Lowest
Time Horizon	Longest Term	Employer Determined		Shortest Term
Liquidity	No	Yes		Yes

# Why Prefund Pension Contributions?

Grow assets for future pension contributions (Normal cost, UAL, ADP)

Earn higher than LAIF or County Treasury

Stabilize future budgets

Create rainy day fund

Preserve liquidity



# 10 Year Compounding Interest Scenario

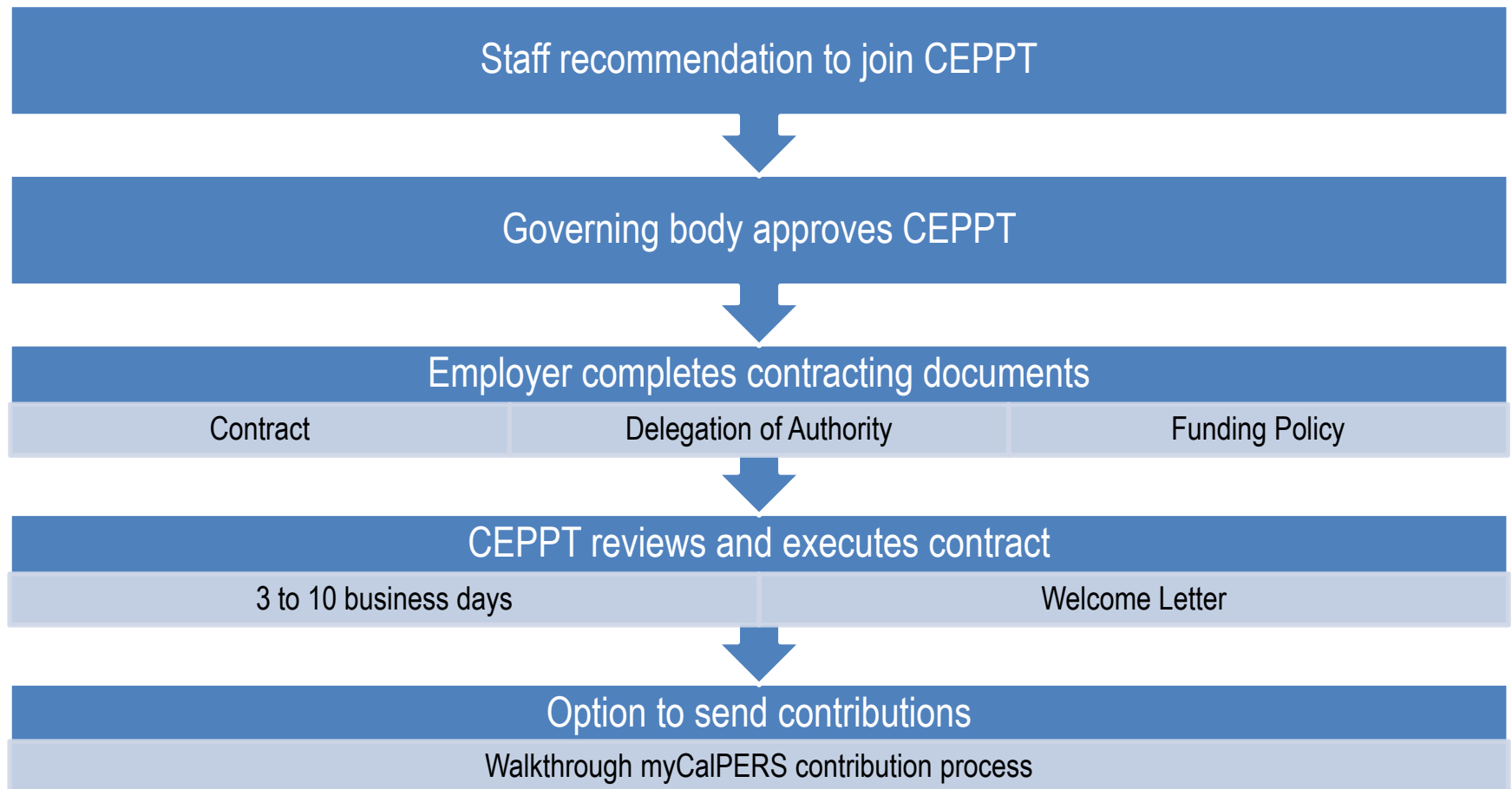
Investment Duration (Years)	1	2	3	4	5	6	7	8	9	10
Expected Compounded Annualized Rate of Investment Return	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%
Cumulative Expected Compounded Rate of Investment Return	4%	9%	14%	19%	25%	30%	36%	42%	49%	55%
Future Value of \$1	\$1.04	\$1.09	\$1.14	\$1.19	\$1.25	\$1.30	\$1.36	\$1.42	\$1.49	\$1.55
Required Investment Principal Contribution Needed to Generate \$1M	\$957K	\$916K	\$876K	\$839K	\$802K	\$768K	\$735K	\$703K	\$673K	\$644K

# CEPPT Purpose #2 – Rainy Day Fund

- Will likely outperform LAIF and earn more interest
- Will allow for greater budgetary stability

Plan	3 Months Pension Cost
Miscellaneous	\$62,444
Miscellaneous Second Tier	\$152
Miscellaneous PEPRA	\$26,279
Total	\$88,875

# Uncomplicated Contracting Process



# Contracting Documents

## Governing Body

Contract Agreement

Delegation of Authority  
to Request Disbursements

## Agency

Funding Policy

# Next Steps

## Continue Pay-As-You-Go Option

- Most expensive approach
- Rely 100% on current & future operating budget
- Increasing pension costs may stress future budget

## Setup CEPPT Option

- ✓ Higher investment income than LAIF/Treasury
- ✓ Stabilize future cash flow & reduce budget dependency
- ✓ Rainy day fund
- ✓ Voluntary contributions & retain liquidity

# Questions? Where to Get Trust Fund Information?

Name	Title	E-mail	Desk	Mobile
Matt Goss	Outreach & Support Program Manager	<a href="mailto:Matthew.Goss@calpers.ca.gov">Matthew.Goss@calpers.ca.gov</a>	(916) 795-9071	(916) 382-6487
Karen Lookingbill	Outreach & Support Manager	<a href="mailto:Karen.Lookingbill@calpers.ca.gov">Karen.Lookingbill@calpers.ca.gov</a>	(916) 795-1387	(916) 501-2219
Colleen Cain-Herrback	Administration & Reporting Program Manager	<a href="mailto:Colleen.Cain-Herrback@calpers.ca.gov">Colleen.Cain-Herrback@calpers.ca.gov</a>	(916) 795-2474	(916) 505-2506
Robert Sharp	Assistant Division Chief	<a href="mailto:Robert.Sharp@calpers.ca.gov">Robert.Sharp@calpers.ca.gov</a>	(916) 795-3878	(916) 397-0756

Program E-mail Addresses	Prefunding Programs Webpages
<a href="mailto:CERBT4U@calpers.ca.gov">CERBT4U@calpers.ca.gov</a> – Questions & Document Submittal	<a href="http://www.calpers.ca.gov/CERBT">www.calpers.ca.gov/CERBT</a>
<a href="mailto:CEPPT4U@calpers.ca.gov">CEPPT4U@calpers.ca.gov</a> – Questions & Document Submittal	<a href="http://www.calpers.ca.gov/CEPPT">www.calpers.ca.gov/CEPPT</a>
<a href="mailto:CERBTACCOUNT@calpers.ca.gov">CERBTACCOUNT@calpers.ca.gov</a> – Online Record Keeping System	

# OPEB Valuation Report Summary

## OPEB Actuarial Valuation Report by Total Compensation Systems

Valuation Date	06/30/2019	06/30/2021
Total Participants (Active + Retirees w/ Benefits + Retirees w/o Benefits = Total)	19 + 4 + 1 = 34	23 + 15 + 0 = 38
Present Value of Benefits (PVB)	\$2,395,513	\$2,412,210
<b>Total OPEB Liability (TOL)</b>	<b>\$1,603,724</b>	<b>\$1,639,527</b>
Valuation Assets	\$579,671	\$767,642
Net OPEB Liability (NOL)	\$1,024,053	\$871,885
Funded Status	36%	47%
<b>Actuarially Determined Contribution (ADC)</b>	<b>\$151,196 (fye 2021)</b>	<b>NA</b>
Normal Cost	\$81,401 (fye 2021)	NA
Amortization of Net OPEB Liability	\$61,777 (fye 2021)	NA
Projected Retiree Premiums (Pay-Go Cost)	\$78,670 (fye 2022)	\$72,275 (fye 2023)
Implicit Rate Subsidy Credit	\$8,310 (fye 2022)	\$5,238 (fye 2023)
CERBT Asset Allocation Strategy	Strategy 3	Strategy 3
Discount Rate	5.70%	5.75%

# Cash Flow Summary by Fiscal Year

Fiscal Year	Contributions	Disbursements	Cumulative Net Contributions	Cumulative Investment Gains (Losses)	Cumulative Fees	Cumulative Ending Assets	Fiscal Year Net Rate of Return	Cumulative Net Rate of Return
2012-13	\$75,000	\$0	\$75,000	(\$1,840)	(\$15)	\$73,145	-	-
2013-14	\$60,516	\$0	\$135,516	\$11,758	(\$163)	\$147,111	13.29%	10.22%
2014-15	\$75,001	\$0	\$210,517	\$11,094	(\$339)	\$221,273	-0.38%	3.92%
2015-16	\$139,700	\$0	\$350,217	\$27,062	(\$576)	\$376,703	5.69%	4.77%
2016-17	\$140,004	\$0	\$490,221	\$45,970	(\$948)	\$535,243	4.38%	4.61%
2017-18	\$0	(\$73,922)	\$416,299	\$71,290	(\$1,418)	\$486,172	4.73%	4.65%
2018-19	\$59,000	\$0	\$475,299	\$106,678	(\$1,835)	\$580,142	7.27%	5.23%
2019-20	\$60,000	\$0	\$535,299	\$143,736	(\$2,342)	\$676,693	6.36%	5.45%
2020-21	\$0	\$0	\$535,299	\$235,705	(\$2,957)	\$768,048	13.6%	6.85%
2021-22	\$0	\$0	\$535,299	\$153,413	(\$3,604)	\$685,108	-10.72%	3.99%
as of 8/31/22	\$0	\$0	\$535,299	\$158,123	(\$3,706)	\$689,717	-	3.99%



# Funded Status Comparison

Measurement Date	Total OPEB Liability	CERBT Assets	Funded Status
6/30/2012	\$1,270,004	\$0	0%
7/1/2013	\$1,253,745	\$0	0%
6/30/2017	\$1,625,147	\$535,377	33%
6/30/2019	\$1,603,724	\$579,671	36%
6/30/2021	\$1,639,527	\$767,642	47%

# CERBT Portfolios

2022 Capital Market Assumptions	CERBT Strategy 1	CERBT Strategy 2	CERBT Strategy 3
Expected Return	6.3%	5.9%	<b>5.5%</b>
Risk	12.1%	9.9%	<b>8.4%</b>

# CERBT Portfolio Details

Asset Classification	Benchmark	CERBT Strategy 1	CERBT Strategy 2	CERBT Strategy 3
Global Equity	MSCI All Country World Index	49% ±5%	34% ±5%	<b>23%</b> <b>±5%</b>
Fixed Income	Bloomberg Capital Long Liability Index	23% ±5%	41% ±5%	<b>51%</b> <b>±5%</b>
Global Real Estate (REITs)	FTSE EPRA/NAREIT Developed Liquid Index	20% ±5%	17% ±5%	<b>14%</b> <b>±5%</b>
Treasury Inflation Protected Securities (TIPS)	Bloomberg Capital Global Real: US TIPS Index	5% ±3%	5% ±3%	<b>9%</b> <b>±3%</b>
Commodities	S&P GSCI Total Return Index	3% ±3%	3% ±3%	<b>3%</b> <b>±3%</b>
Cash	3-Month Treasury Bill	0% +2%	0% +2%	<b>0%</b> <b>+2%</b>

# CERBT Investment Returns Outperform Benchmarks

Periods Ended July 31, 2022

Fund	Assets	1 Month	3 Months	FYTD	1 Year	3 Years	5 Years	10 Years	ITD
CERBT Strategy 1 (Inception June 1, 2007)	\$13,707,208,616	5.97%	-1.18%	5.97%	-9.35%	6.52%	6.41%	7.29%	5.23%
Benchmark		5.93%	-1.34%	5.93%	-9.58%	6.23%	6.12%	6.92%	4.82%
CERBT Strategy 2 (Inception October 1, 2011)	\$1,841,247,699	5.23%	-0.64%	5.23%	-9.39%	5.00%	5.40%	6.02%	6.74%
Benchmark		5.19%	-0.74%	5.19%	-9.53%	4.79%	5.17%	5.69%	6.47%
CERBT Strategy 3 (Inception January 1, 2012)	\$782,129,463	4.63%	-0.25%	4.63%	-8.33%	3.99%	4.60%	4.80%	5.22%
Benchmark		4.59%	-0.34%	4.59%	-8.40%	3.83%	4.42%	4.46%	4.94%
<b>CERBT Total</b>	<b>\$16,330,585,778</b>								

Time weighted return reports the performance of the investment vehicle, not of the employer assets. Returns are gross. Historical performance is not necessarily indicative of actual future investment performance or of future total program cost. Current and future performance may be lower or higher than the historical performance data reported here. Investment return and principal value may fluctuate so that your investment, when redeemed, may be worth more or less than the original cost. The value of an employer's fund shares will go up and down based on the performance of the underlying funds in which the assets are invested. The value of the underlying funds' assets will, in turn, fluctuate based on the performance and other factors generally affecting the securities market.

# CERBT Employer Funded Status by Strategy

Funded Status (TOL)	Strategy 1	Strategy 2	Strategy 3	Total
0-25%	86	47	29	162
26-50%	68	22	10	100
51-75%	83	21	7	111
76-100%	49	16	13	78
> 100%	85	41	21	147*
Total	371	147	80	598

Funded status based on Employers' most recent OPEB Cost Reports. \*63 superfunded employers

# You Control Your Participation

## Investment portfolio

- 3 investment options
- Choose a strategy based on yield, risk tolerance and time horizon

## Voluntary contributions

- Never required
- Full control of amount and schedule

## Reimbursement/Liquidity

- Reimburse current year OPEB expense (Pay-go + Implicit subsidy)

## Choose OPEB actuary

- Discount rate
- Amortization schedule

# CERBT Disbursement Frequency

31%

- Percentage of employers that have requested disbursements

69%

- Percentage of employers that have not requested disbursements

# Financial Reporting

- CEPPT is reported in compliance with GASB 84
- CERBT provides audited and compliant GASB 74 report in a Schedule of Changes in Fiduciary Net Position (FNP)
  - Published in February each year

CERBT FNP Fiscal Year	Availability
<a href="#">2018-19</a> <a href="#">2019-20</a> <a href="#">2020-21</a>	Available at <a href="https://www.calpers.ca.gov/cerbt">https://www.calpers.ca.gov/cerbt</a>
2021-22	February 2023



# CalPERS IRC Section 115 Trust Funds

## California Employers' Retiree Benefit Trust (CERBT - OPEB)

- Voluntarily prefund non-pension, other post-employment benefits (OPEB)
- Established 2007
- 597 employer participants
- \$16.3B invested assets
- 3 Investment Portfolio choices

## California Employers' Pension Prefunding Trust (CEPPT - Pension)

- Voluntarily prefund required pension contributions
- Established 2019
- 77 employer participants
- \$92.6M invested assets
- 2 Investment Portfolio choices

# Tools to Proactively Manage Pension Costs

## ADP (Additional Discretionary Payment)

- Makes up past underperformance
- Reduces pension UAL
- Catch up strategy
- Liquidity consideration

## CEPPT Sec 115 Trust

- Stabilizes future cash flow
- Improves future capacity to pay
- Catch up and keep up strategy

# CEPPT Purpose #1 – Grow Your Pension Assets

## Prefund future pension costs in advance

- Normal Costs: FYE23: \$121,717 and increasing each year
- UAL Payment: FYE23: \$233,782 and increasing each year
- ADPs to reduce Pension UAL: \$2,956,262

## Take advantage of time and compounding interest

## Use this approach to dollar cost average ADPs

- Mitigate market timing and large single contribution risks

# Contribution Prefunding Scenario – Estimated Normal Cost

Fiscal Year	Normal Cost Contribution	Investment Duration (Years)											
		1	2	3	4	5	6	7	8	9	10	11	
2022-23	\$122K	\$116K											
2023-24	\$125K	\$120K	\$115K										
2024-25	\$129K	\$123K	\$118K	\$113K									
2025-26	\$132K	\$126K	\$121K	\$116K	\$111K								
2026-27	\$136K	\$130K	\$124K	\$119K	\$114K	\$109K							
2027-28	\$139K	\$133K	\$128K	\$122K	\$117K	\$112K	\$107K						
2028-29	\$143K	\$137K	\$131K	\$126K	\$120K	\$115K	\$110K	\$105K					
2029-30	\$147K	\$141K	\$135K	\$129K	\$123K	\$118K	\$113K	\$108K	\$103K				
2030-31	\$151K	\$145K	\$138K	\$133K	\$127K	\$121K	\$116K	\$111K	\$106K	\$102K			
2031-32	\$155K	\$149K	\$142K	\$136K	\$130K	\$125K	\$119K	\$114K	\$109K	\$105K	\$100K		
2032-33	\$160K	\$153K	\$146K	\$140K	\$134K	\$128K	\$123K	\$117K	\$112K	\$107K	\$103K	\$98K	

# CEPPT Pension Employer Strategy Distribution

Strategy 1	Strategy 2	Concurrent Participation	Total
31	23	22	76



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

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

**MEETING DATE:** October 24, 2022

**PREPARED BY:** Nikki Winslow

**LOCATION:** Hybrid Meeting

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**TITLE:** Review and approval of the District Holidays and Closures Calendar for 2023

**BACKGROUND:**

Of note for the 2023 District Holidays and Closures Calendar:

- Juneteenth

Every calendar year, the District must determine a flexible holiday date. Moving forward, the District will observe Juneteenth utilizing the District's flexible holiday, aligning with the recognition of Juneteenth as a federal holiday.

- Christmas Eve Observance

December 24<sup>th</sup> falls on a Sunday in 2023. This date is the beginning of a pay period. As the pay period schedule for 2023 will not align if the holiday is observed the Friday before Christmas, December 22<sup>nd</sup>, the holiday will be observed the following Saturday, December 30<sup>th</sup>.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

Staff recommends the Board of Trustees approve the District Holidays and Closures Calendar for 2023.



## HOLIDAYS AND CLOSURES FOR 2023

<b>New Year's Day</b>	<b>Monday</b>	<b>January 2</b>
<b>Martin Luther King Jr. Day</b>	<b>Monday</b>	<b>January 16</b>
<b>Presidents' Day</b>	<b>Monday</b>	<b>February 20</b>
<b>Memorial Day</b>	<b>Monday</b>	<b>May 29</b>
<b>Juneteenth</b>	<b>Monday</b>	<b>June 19</b>
<b>Independence Day</b>	<b>Tuesday</b>	<b>July 4</b>
<b>Labor Day</b>	<b>Monday</b>	<b>September 4</b>
<b>Indigenous Peoples Day (Staff Development Day)</b>	<b>Monday</b>	<b>October 9</b>
<b>Veterans Day</b>	<b>Saturday</b>	<b>November 11</b>
<b>Thanksgiving</b>	<b>Thursday</b>	<b>November 23</b>
<b>Day after Thanksgiving</b>	<b>Friday</b>	<b>November 24</b>
<b>Christmas Eve Holiday</b>	<b>**Observed the following Saturday</b>	<b>December 30**</b>
<b>Christmas Day Holiday</b>	<b>Monday</b>	<b>December 25</b>

### Early Closure

<b>Christmas Tree Lane Lighting Festival</b>	<b>Saturday</b>	<b>December 9 at 2pm</b>
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## Board of Library Trustees

Meetings are held the fourth Monday of the Month (unless otherwise noted)

Location: Altadena Library District Barbara J. Pearson Community Room  
Room Time: 5:00 p.m. (unless otherwise noted)

Agendas are posted 72 hours prior to the meetings.

### Meeting Dates for 2023

<b>January 23, 2023</b>
<b>February 27, 2023</b>
<b>March 27, 2023</b>
<b>April 24, 2023</b>
<b>May 22, 2023</b>
<b>June 26, 2023</b>
<b>July 24, 2023</b>
<b>August 28, 2023</b>
<b>September 26, 2023</b> (Observed fourth Tuesday due to Yom Kippur)
<b>October 23, 2023</b>
<b>November 27, 2023</b>
<b>December 18, 2023</b> (Third Monday due to Christmas Holiday)



**RESOLUTION NO. 2022-19**

**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 NOVEMBER 1, 2022 – NOVEMBER 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) November 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 24th day of October, 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



I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, do hereby certify that, at the close of nominations, only two persons were nominated for the two of the three offices of Trustee for the

**ALTADENA LIBRARY DISTRICT**

for the full term ending December 4, 2026, namely:

**JASON D. CAPELL**

**KATIE CLARK**

Pursuant to Section 10515 of the Elections Code, there being only two candidates nominated for the three offices to be filled, and no petition having been filed, the election scheduled for the 8th day of November, 2022 shall not be held. The Board of Supervisors, therefore, shall at a regular or special meeting held prior to December 2, 2022 appoint to the office of Trustee, the persons nominated and any qualified person. Such persons shall take office and serve exactly as if elected at a general district election.

Dated this 19th day of September, 2022.



*Dean C. Logan*  
DEAN C. LOGAN  
Registrar-Recorder/County Clerk  
County of Los Angeles





**LOS ANGELES COUNTY  
REGISTRAR-RECORDER/COUNTY CLERK**

**DEAN C. LOGAN**

Registrar-Recorder/County Clerk

September 19, 2022

Nikki Winslow, District Director  
Altadena Library District  
600 East Mariposa Street  
Altadena, California 91001

Dear District Director:

This is to inform you that for the election scheduled, to be held in your District on November 8, 2022, only two persons have been nominated for the two offices of Trustee for the full term ending December 4, 2026 and that no one has been nominated for the unexpired term ending December 6, 2024.

Attached is a copy of the certificate pursuant to Section 10515 stating that no election will be held, but that the Board of Supervisors will appoint the persons nominated and any qualified person to such office.

Please call Sonia Corona, Head of the Election Planning Section at (562) 462-2323 if you have any questions.

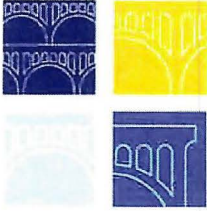
Sincerely,

DEAN C. LOGAN  
Registrar- Recorder/County Clerk

SONIA CORONA, Head  
Election Planning Section

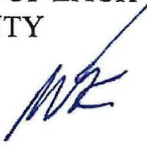
Enclosure

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**MEMORANDUM**

TO: PRESIDING OFFICER OF EACH INDEPENDENT SPECIAL DISTRICT IN  
LOS ANGELES COUNTY

FROM: WILLIAM F. KRUSE 

RE: BALLOT; SPECIAL DISTRICT LAFCO REPRESENTATIVE

DATE: September 26, 2022

Enclosed is the Ballot and the supplementary materials submitted for each of the candidates for Special District LAFCO **VOTING MEMBER** for the term expiring in May 2026. Nominations closed as of 5:00 p.m. on September 21, 2022.

Please vote for ONE candidate for the position. The marked ballots should be placed in the envelope marked "Ballot Envelope" and sealed. Please write the name of your agency and sign your name on the outside of the ballot envelope and return the completed ballots by mail to:

**William F. Kruse, Esq.**  
**Lagerlof, LLP**  
**155 N. Lake Avenue, 11th Floor**  
**Pasadena, CA 91101.**

**No ballot will be counted if it is missing the name of the voting agency and the signature of the Presiding Officer on the ballot envelope.**

The candidate receiving the highest number of votes will be declared the special district **voting member** to LAFCO.

**Ballots must be returned by 5:00 p.m. on November 30, 2022.**

WFK/dc  
Enclosures

cc: Paul Novak, w/enc.

**Lagerlof LLP**  
155 N Lake Avenue, 11th Flr  
Pasadena, CA 91101

**Lagerlof.com**  
**Email:** wkruse@lagerlof.com

**T:** (626)-793-9400  
**F:** (626)-793-5900

# BALLOT

## SPECIAL DISTRICT LAFCO **VOTING MEMBER**

**Please vote for no more than one candidate.**

**STEVEN APPLETON**

Occupation: Board of Trustee Member

Sponsor: Greater Los Angeles County Vector Control District

**ROBERT W. LEWIS**

Occupation: Water District Director

Sponsor: Rowland Water District

**SHARON RAGHAVACHARY**

Occupation: Water District Director

Sponsor: Crescenta Valley Water District

**YVETTE STEVENSON-RODRIGUEZ**

Occupation: Board President

Sponsor: Orchard Dale Water District

NOMINATION  
OF  
INDEPENDENT SPECIAL DISTRICT **VOTING MEMBER**  
TO THE  
LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION

To: Independent Special District Selection Committee

From: **GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT**

Date: **SEPTEMBER 21, 2022**

Name of Candidate: **STEVEN APPLETON**

**GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT** is pleased to nominate **STEVEN APPLETON** as a candidate for appointment as special district **voting member** to the Los Angeles Local Agency Formation Commission. The nominee is an elected official or a member of the board of an independent special district appointed for a fixed term. For your consideration, we submit the following additional information together with a resume of the candidate's qualifications.

Elective office: **BOARD OF TRUSTEE, LOS ANGELES CITY**

Agency: **GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT**

Type of Agency: **SPECIAL DISTRICT**

Term Expires: **JANUARY 6, 2025**

Residence Address: **2825 BENEDICT STREET**

**LOS ANGELES, CA 90039**

Telephone: **310-740-7294**

PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

**GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT**

(Name of Agency)

By: *Mary-Joy Coburn*

Its: **Mary-Joy Coburn, Communications Director / Board Liaison**





Steve Appleton

**I am running for the position of Special District Voting Member on LAFCO. If I am elected, you can trust that I will be an effective and engaged representative for Special Districts.**

As the Trustee for the City of Los Angeles and former President of the Greater Los Angeles County Vector Control District, I have participated in annexation decisions that gave me a small window into one aspect of LAFCO's work.

Mosquitoes do not read "City Limit" signs. Spheres of influence for vector control are often better drawn by physical and social bounds versus municipal lines. When we have considered annexations, our board and staff took a scientific approach. Would extending our outreach, prevention and treatment area increase efficiency of regional control of mosquito-borne disease? To approve an annexation request we also considered if eliminating isolated pockets of vectors reduced our net cost per parcel or area. As the new environmental control of Sterile Insect Technique (SIT) emerges, our board and staff have created cooperative agreements with adjacent vector control districts to help fund initial development.

Such agreements may harken the new future of regional cooperation and technology sharing in an era where climate change is affecting all levels of government services. Water resources, fire suppression and park equity all require new thinking. In this context LAFCO's role may shift from facilitating "orderly growth" to the more nuanced idea of "sustainable growth." I am poised to be a student of the issues who listens to all sides of any issue and represents Special Districts in this process.

*Resume:*

- Public artist who has created award-winning civic art works for LA Metro, the Los Angeles Community Redevelopment Agency, City of Denver, City of Seattle, and internationally.
- Founder of *Water Institute of Science Policy (WISP)* in 2019 to focus academic and community discussion on sustainable urban park, habitat, and water issues. Affiliated with the Institute for Sustainability, California State University, Northridge.
- 2021-2022 organized five events that brought together academic researchers with local communities. Sponsors included: Cal State University Northridge, Berggruen Institute, California State University's 13th Annual Conference, "*Water Connects: Justice, Resilience, and Innovation.*"
- Founder of LA River Kayak Safari (LARKS) that has led more than 12,000 people on tours of a naturalized section of our urban waterway. Leading a native plant restoration project with indigenous collaborators. Technical stakeholder for recreational water testing of LA City Sanitation (LA San) and the "State of the Watershed" report of the "Council for Watershed Health."

NOMINATION  
OF  
INDEPENDENT SPECIAL DISTRICT **VOTING MEMBER**  
TO THE  
LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION

To: Independent Special District Selection Committee

From: Rowland Water District

Date: September 6, 2022

Name of Candidate: Robert W. Lewis

Rowland Water District is pleased to nominate  
Robert W. Lewis as a candidate for appointment as special district **voting**

**member** to the Los Angeles Local Agency Formation Commission. The nominee is an elected official or a member of the board of an independent special district appointed for a fixed term. For your consideration, we submit the following additional information together with a resume of the candidate's qualifications.

Elective office: Director, Division IV

Agency: Rowland Water District

Type of Agency: Special District Water Agency

Term Expires: December 2, 2022

Residence Address: 2231 S. Fullerton Road Unit #8, Rowland Heights, CA 91748

Telephone: (626) 964-0875

PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

Rowland Water Agency

(Name of Agency)

By: Tom Coleman

Its: General Manager











# LAFCO Candidate Statement: Robert W. Lewis

As the longest-serving board member at Rowland Water District, I understand the need for effective oversight and informed decision making to best serve the public. With this knowledge and my extensive experience in local government, I respectfully seek appointment as the special district representative to the Local Agency Formation Commission of Los Angeles County.

One of my first political positions was on the City of Fullerton’s Redevelopment Commission. Since then, I have committed nearly 30 years to Rowland Water District and its customers. I endeavor to represent my community the way I would want to be represented. Beyond my board of directors experience I represent Rowland Water District on numerous other public agencies, including:

-  Association of California Water Agencies (ACWA) Region 8 Board Member; ACWA is a statewide industry group that monitors and influences legislation and policies affecting water supply
-  ACWA/Joint Powers Insurance Authority Alternate Voting Representative
-  Puente Basin Water Agency Board of Commissioners; this commission coordinates and secures supplemental funding for projects that improve regional water quality
-  California Municipal Utilities Association (CMUA); this association represents its members’ interests on energy and water issues before the California Legislature, the Governor’s Office, and regulatory bodies
-  San Gabriel Valley Regional Chamber of Commerce Government Affairs Committee Member
-  Several LAFCO Committees. Of importance, I was a member of the Special Districts Ad Hoc Committee in the 1990’s which worked in establishing the LAFCO Special Districts seat.

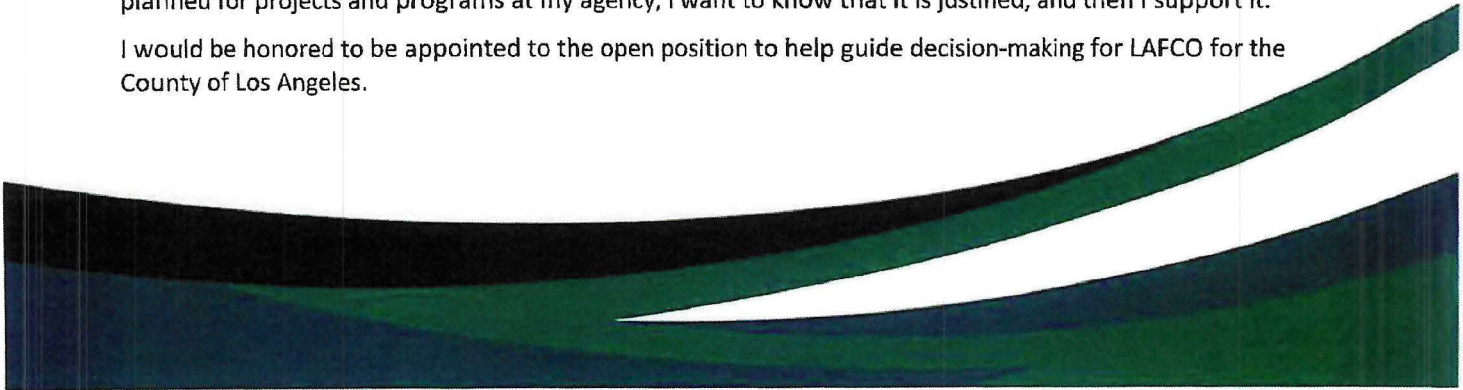


During my Board tenure, I advocated for expanding the water supply by tapping into a local groundwater source to be used for irrigation and saving drinking water. This commitment has reduced Rowland’s dependence on water that is imported hundreds of miles to our area.

Supply and reliability are pressing issues facing my District. Upon my re-election this fall, my goals at Rowland are to meet the challenge of a drier California future, expand water supply sources, and educate customers about the value of water and conservation to stretch water supplies. I work with my fellow board members, general manager and leadership team in a cohesive and effective manner, which I would like to do in a larger capacity with LAFCO.

I take pride in contributing to my community. My pledge to my constituents will always be that when money is planned for projects and programs at my agency, I want to know that it is justified, and then I support it.

I would be honored to be appointed to the open position to help guide decision-making for LAFCO for the County of Los Angeles.



NOMINATION  
OF  
INDEPENDENT SPECIAL DISTRICT **VOTING MEMBER**  
TO THE  
LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION

To: Independent Special District Selection Committee

From: President James D. Bodnar and Member of the Board of Directors

Date: July 23, 2022

Name of Candidate: Sharon S. Raghavachary

The Board of Directors of the Crescenta Valley Water District is pleased to nominate Sharon S. Raghavachary as a candidate for appointment as special district **voting member** to the Los Angeles Local Agency Formation Commission. The nominee is an elected official or a member of the board of an independent special district appointed for a fixed term. For your consideration, we submit the following additional information together with a resume of the candidate's qualifications.

Elective office: Director of the Board of Directors of

Agency: Crescenta Valley Water District

Type of Agency: Water and Sewer District

Term Expires: December 2025

Residence Address: 2209 Maurice

La Crescenta, CA 91214

Telephone: 818 541-9071

PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

Crescenta Valley Water District

(Name of Agency)

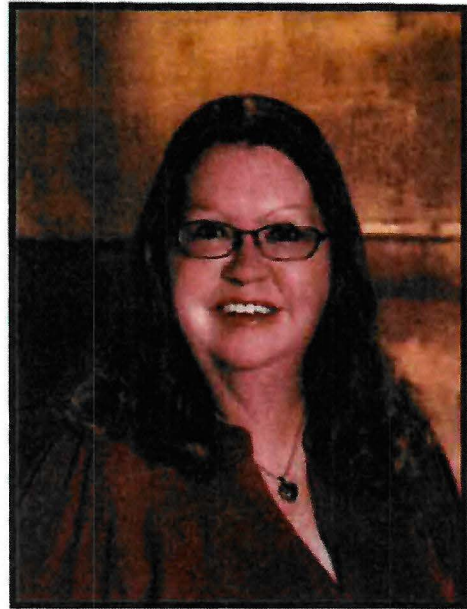
By: 

Its: Chairman of the Board of Directors



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## **Sharon S. Raghavachary**



Director Raghavachary has been active in the La Crescenta Community for 20 years and has a background in accounting and computer systems.

Ms. Raghavachary has been a member of the Crescenta Valley Water District Board of Directors since June of 2019 and served as President in 2021.

Ms. Raghavachary is a founder of the Crescenta Valley Community Association. She served for seven years on the Crescenta Valley Town Council, during which time she was co-chair of the Foothill Design Committee that wrote design standards for Foothill Boulevard and was a member of Supervisor Antonovich's Library Committee. She also served as Council Vice President and Land Use Committee Chair.

Additionally, Director Raghavachary served three years on the Parent Advisory Council for Children's Hospital Los Angeles, providing input for the new hospital tower. She has been a volunteer for the Los Angeles County Sheriff's Department and Treasurer of the Crescenta Valley Arts Council, as well as a Girl Scout troop leader for ten years. For over five years she wrote a featured column for the Glendale News Press and the Crescenta Valley Weekly. She is currently serving her second year on the Clark Magnet High School's School Site Council.

Ms. Raghavachary has teenage twins, a boy, and a girl, who attend Clark Magnet High School and Crescenta Valley High School.



L.A. 40763

NOMINATION  
OF  
INDEPENDENT SPECIAL DISTRICT VOTING MEMBER  
TO THE  
LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION

To: Independent Special District Selection Committee

From: Orchard Dale Water District

Date: September 7, 2022

Name of Candidate: YVETTE STEVENSON-RODRIGUEZ

Orchard Dale Water District is pleased to nominate

YVETTE STEVENSON-Rodriguez as a candidate for appointment as special district voting member to the Los Angeles Local Agency Formation Commission. The nominee is an elected official or a member of the board of an independent special district appointed for a fixed term. For your consideration, we submit the following additional information together with a resume of the candidate's qualifications.

Elective office: LAFCO Special District Representative

Agency: Orchard Dale Water District

Type of Agency: Special District

Term Expires: 11 / 2024

Residence Address: 14036 Mystic St. Whittier,

CA 90604

Telephone: 562-447-6909 / 562-941-0114

PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

Orchard Dale Water District

(Name of Agency)

By: 

Its: \_\_\_\_\_



Yvette Stevenson Rodriguez  
LAFCO Candidate, 2022

[ysr@odwd.org](mailto:ysr@odwd.org)  
(562)447-6909  
Whittier, California

Director, President, Orchard Dale Water District  
Member of the Board

Currently, I preside as President of the Board, with 15+ years as a Member of the Board with various achievements completed as follows:

- Achieved completion of two regional multi-million dollar water reliability projects on behalf of Orchard Dale Water District in collaboration with LA County and Water Replenishment District.
- Authored the first Investment policy for Orchard Dale Water District and developed additional policies such as the Safety Work Boots program for field staff and Education Enrichment program for all eligible employees.
- Assessed water resources, reviewed financials and constructed scenarios with executive staff to develop a water resource plan to mitigate interruptions of service due to infrastructure and prolong droughts.

Director, Development, Non Profit Education TCS Foundation

Directed and Managed a Non Profit Education Foundation established for K-12 grade students to provide both academic enrichment programs, a summer school program and an experiential learning grant program for classroom teachers.

- Developed and executed a successful citywide fundraising program, contributions raised from this campaign funded 200 experiential learning grants awarded to Teachers for classroom enrichment.
- Collaborated and assisted with developing Summer School Programs,

Education  
University of Phoenix

Memberships  
California Special Districts Association  
Central Basin Municipal Water Association

Notables  
Proud Mom of Bosco Brave student