MEETING AGENDA
Board of Library Trustees | Altadena Library District
Main Library Community Room
600 E. Mariposa St
Altadena, CA 91001
January 22, 2024 – 5:00 p.m.

IMPORTANT NOTICE REGARDING THE JANUARY 22, 2024 MEETING

This meeting will be available to view in a hybrid fashion, utilizing teleconference, electronic, and in-person means to allow for a variety of public viewing and public commenting options. The public is invited to attend the meeting in-person, or livestream the meeting. 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:
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If you wish your comments to be read aloud by a staff member during the meeting, please indicate so in your email, the online public comment form, or the physical comment card available at the meeting. If you submit more than one, only the first comment received will be read aloud. The District reserves the right to summarize comments if necessary for the orderly and timely flow of the meeting. All written comments in their entirety will become part of the meeting record and will be forwarded to the legislative body.

Comments are limited to two (2) minutes and will be timed.

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. Consideration of Urgency items to be added to Closed Session  
   a. Approval/Reordering of Closed Session Agenda Items  
   b. Adoption of Closed Session Agenda

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.

IV. Closed Session  
   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. Conference with Legal Counsel – Anticipated Litigation (GOVT CODE § 54956.9(d)(2)) – one case  
      ii. Reconvene to Open Session

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

VI. Consent Calendar

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

Approval of Minutes –

DECEMBER 18, 2023 REGULAR MEETING

JANUARY 12, 2024 SPECIAL MEETING

VII. Consideration of Items Removed from the Consent Calendar

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

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

a. Department Update Reports – December 2023

IX. Reports *(Informational)*

a. Support Groups
   i. Altadena Library Foundation
b. Administrative Update
c. Financial Reports – November 2023 and December 2023
d. Board of Trustees Standing Committee Reports
   i. None
e. Board of Trustees Ad Hoc Committee Reports
f. Liaison Report
   i. Government Liaison Report

X. Unfinished Business

None
XI. New Business
   a. Bob Lucas RFP for Construction Inspection and/or Soils Engineering Services On-Call Services (Action)
   b. Bob Lucas RFP for Library and Literacy Center Construction Project (Action)
   c. Personnel Policies Update (Action)
   d. 2023 Operational Plan Update (Informational)

XII. Governance
   a. 2024 Elections – ad hoc committee first meeting date

XIII. Announcements & Planning
   a. Correspondence
   b. Proposed Future Agenda Items

XIV. Adjournment
   a. Adjourn Meeting
IMPORTANT NOTICE REGARDING THE DECEMBER 18, 2023 MEETING

This meeting will be available to view in a hybrid fashion, utilizing teleconference, electronic, and in-person means to allow for a variety of public viewing and public commenting options. The public is invited to attend the meeting in-person, or livestream the meeting. The live stream of the meeting may be viewed by visiting the Altadena Library District’s YouTube channel at the following URL https://www.youtube.com/c/AltadenaLibrary

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I. Call to Order
   a. Land Acknowledgement
      Trustee Capell read the Land Acknowledgement

II. Consideration of Urgency items to be added to Closed Session
   a. Approval/Reordering of Closed Session Agenda Items
   b. Adoption of Closed Session Agenda

   **Moved by Trustee Wilkerson to adopt the Closed Session Agenda.**
   **Seconded by Trustee Clark. Roll Call Vote:**
   Trustee Andruex: Aye
   Trustee Capell: Aye
   Trustee Clark: Aye
   Trustee Lim: Aye
   Trustee Wilkerson: Aye

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.

IV. Closed Session
   a. Motion to convene to Closed Session
      **Moved by Trustee Wilkerson to convene to Closed Session. Seconded by Trustee Clark. Roll Call Vote:**
Trustee Andrues: Aye
Trustee Capell: Aye
Trustee Clark: Aye
Trustee Lim: Aye
Trustee Wilkerson: Aye
Motion passed.

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

iv. Reconvene to Open Session

V. Reconvene to Open Session

Open session reconvened at 5:11 pm.
Reportable action is an agenda item under New Business.

VI. Roll Call

Trustee Capell called Roll. Trustee Andrues, Capell, Clark, Lim, and Wilkerson responded as present. Quorum confirmed.

a. Approval/Reordering of Agenda Items

b. Adoption of Agenda

Moved by Trustee Clark to adopt the agenda. Seconded by Trustee Wilkerson. Roll Call Vote:
Trustee Andrues: Aye
Trustee Capell: Aye
Trustee Clark: Aye
Trustee Lim: Aye
Trustee Wilkerson: Aye
Motion passed.

c. Public Comment on Non-Agenda Items

None

VII. Consent Calendar

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

Moved by Trustee Andrues to approve the Special Meeting Minutes. Seconded by Trustee Clark. Roll Call Vote:
Trustee Andrues: Aye
Trustee Capell: Aye
Trustee Clark: Aye
Trustee Lim: Aye
Trustee Wilkerson: Aye
Motion passed.

Approval of Minutes – NOVEMBER SPECIAL MEETING

VIII. Consideration of Items Removed from the Consent Calendar

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

None removed.

IX. Department Updates & Special Presentations (Informational)

a. Service Awards

Adult Services Manager Danielle Guererro presented a 10 year Service Award to Mikayla Arevalo.

IT/TS Manager David Zearbaugh presented a 5 year Service Award to Lori Newfang.

b. 2023 Financial Audit presented by Eide Bailly (Informational)

Paul J. Kaymark provided the report.

c. Department Update Reports – November 2023

X. Reports (Informational)

a. Support Groups

i. No reports this month

b. Administrative Update

Director Winslow provided the report.

c. Financial Reports – November 2023

i. Will be presented at January 2023 Regular Board Meeting

d. Board of Trustees Standing Committee Reports
None

e. Board of Trustees Ad Hoc Committee Reports
   i. Facilities Committee
      Trustee Clark provided the report

f. Liaison Reports
   None

g. Trustee Reports
   None

XI. Unfinished Business
   None

XII. New Business

   a. Review and Approval of District Director’s Performance Evaluation (Action)

      Moved by Trustee Clark to approve the District Director’s performance evaluation and contract amendment. Seconded by Trustee Wilkerson. Roll Call Vote:
      Trustee Andrues: Aye
      Trustee Capell: Aye
      Trustee Clark: Aye
      Trustee Lim: Aye
      Trustee Wilkerson: Aye
      Motion passed.

   b. Review and approval for Extension of the IT & Facilities Consultant contract with the District (Action)

      Moved by Trustee Clark to approve the Extension of the IT & Facilities contract with the District. Seconded by Trustee Lim. Roll Call Vote:
      Trustee Andrues: Aye
      Trustee Capell: Aye
      Trustee Clark: Aye
      Trustee Lim: Aye
      Trustee Wilkerson: Aye
      Motion passed.

   c. Annual Report (Informational)

      Director Winslow provided the report.
d. 2024 Operational Plan (Action)

Moved by Trustee Lim to approve the 2024 Operational Plan. Seconded by Trustee Andrues. Roll Call Vote:
Trustee Andrues: Aye
Trustee Capell: Aye
Trustee Clark: Aye
Trustee Lim: Aye
Trustee Wilkerson: Aye
Motion passed.

e. HVAC Recommendation (Action)

Moved by Trustee Clark to approve the HVAC contract recommendation. Seconded by Trustee Andrues. Roll Call Vote:
Trustee Andrues: Aye
Trustee Capell: Aye
Trustee Clark: Aye
Trustee Lim: Aye
Trustee Wilkerson: Aye
Motion passed.

XIII. Governance

a. Election of Officers for 2024

Moved by Trustee Clark to nominate Trustee Wilkerson for president. Seconded by Trustee Andrues. There were no other nominations or objections. Roll call vote:
Trustee Andrues: Aye
Trustee Capell: Aye
Trustee Clark: Aye
Trustee Lim: Aye
Trustee Wilkerson: Aye
Motion passed.

Trustee Andrues nominated Trustee Lim for secretary. Trustee Clark seconded. There were no other nominations or objections. Roll call vote:
Trustee Andrues: Aye
Trustee Capell: Aye
Trustee Clark: Aye
Trustee Lim: Aye
Trustee Wilkerson: Aye
Motion passed.

Trustee Wilkerson, now president, appointed the 2024 Board Liaisons.

Trustee Andrues was appointed as Government Liaison.
Trustee Clark was appointed Liaison to the Altadena Library Foundation. Trustee Capell was appointed Liaison to the Friends of the Altadena Library.

To the Facilities ad hoc committee, Trustee Wilkerson appointed Trustee Clark as Chair, and Trustee Capell as member.

To the Budget Standing Committee, Trustee Wilkerson appointed Trustee Lim as Chair, and Trustee Wilkerson as member.

To the Community Facilities District Committee, Trustee Wilkerson appointed Trustee Andrues as Chair, and Trustee Lim as member.

b. 2024 Board Retreat

The Board determined there would be a 2024 board retreat focused on the building projects.

XIV. Announcements & Planning

a. Correspondence

None

b. Proposed Future Agenda Items

None.

XV. Adjournment

a. Adjourn Meeting

Trustee Wilkerson adjourned the meeting at 6:47 pm.
MEETING AGENDA
Board of Library Trustees | Altadena Library District
Main Library Community Room
600 E. Mariposa St
Altadena, CA 91001
January 12, 2024 – 9:00 a.m.

IMPORTANT NOTICE REGARDING THE JANUARY 12, 2024 BOARD RETREAT
The public is invited to attend this Special Meeting at the Main library, located at 600 E. Mariposa St., Altadena, CA 91001.

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I. Call to Order
   a. Land Acknowledgement

   Trustee Wilkerson read the Land Acknowledgement.

II. Convene to Open Session
   a. Roll Call

   Trustee Wilkerson called roll. Trustee Andrues, Trustee Capell, Trustee Clark, Trustee Lim, and Trustee Wilkerson responded as present. Quorum confirmed.

   b. Approval/Reordering of Agenda Items

   None.

   c. Adoption of Agenda

   Trustee Clark moved to adopt the agenda. Seconded by Trustee Lim. Roll call vote:
   Trustee Andrues: Aye
   Trustee Capell: Aye
   Trustee Clark: Aye
   Trustee Lim: Aye
   Trustee Wilkerson: Aye
   Motion passed

   d. Public Comment on Non-Agenda Items

   None

III. New Business
   a. Bob Lucas Overview (Informational)
Jennifer Pearson of Rachlin Partners and architect Mark Schoeman of Anderson Brulé Architects provided this presentation.

b. Main Overview and Design Documents (Informational)

Jennifer Pearson of Rachlin Partners and architect Mark Schoeman of Anderson Brulé Architects provided this presentation.

The Board recessed from 10:42am – 10:55am

c. Building Projects Budget Review (Informational)

Jennifer Pearson of Rachlin Partners and architect Mark Schoeman of Anderson Brulé Architects provided this presentation.

d. Main Library Design Document Approval (Action)

Trustee Clark moved to approve the Main Library Design Documents. Seconded by Trustee Andrues. Roll call vote:
Trustee Andrues: Aye
Trustee Capell: Aye
Trustee Clark: Aye
Trustee Lim: Aye
Trustee Wilkerson: Aye
Motion passed

The Board recessed to lunch at 12:00pm, and returned at 1:00pm

e. 2024 Election Discussion (Informational)

The trustees discussed the upcoming election season and tentative intentions to run or not run. Trustee president Wilkerson appointed a new ad hoc committee, a 2024 Elections Ad Hoc committee. Trustee Wilkerson was appointed as chair, and Trustee Capell as a member.

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

a. Approval/Reordering of Closed Session Agenda Items

None

b. Adoption of Closed Session Agenda
Trustee Clark moved to adopt the closed session agenda. Seconded by Trustee Andrues. Roll call vote:
Trustee Andrues: Aye
Trustee Capell: Aye
Trustee Clark: Aye
Trustee Lim: Aye
Trustee Wilkerson: Aye
Motion passed

V. 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.
None.

VI. Closed Session

a. Motion to convene to Closed Session

   Trustee Lim moved to convene to Closed Session. Seconded by Trustee Andrues. Roll call vote:
   Trustee Andrues: Aye
   Trustee Capell: Aye
   Trustee Clark: Aye
   Trustee Lim: Aye
   Trustee Wilkerson: Aye
   Motion passed.

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. Conference with Legal Counsel – Anticipated Litigation (GOVT CODE § 54956.9(d)(2)) – one case
   ii. Reconvene to Open Session
Reconvened to open session at 1:54 pm.

There was no reportable action.

VII. Announcements & Planning

   a. Correspondence

       None

   b. Proposed Future Agenda Items

       None.

VIII. Adjournment

   a. Adjourn Meeting

       The meeting was adjourned at 1:57pm.
Adult Services Staff

In December, Adult Services embarked on a month of learning!

The team successfully completed the "From Compassion to Action: Serving those with Mental Health Challenges in the Library" webinar series, offered on behalf of the California State Library. This mental health training aimed to deepen the staff's understanding of mental health and related challenges. The goal was to empower ALD staff to provide compassionate and meaningful library resources and services to all patrons.

In addition, ALD staff underwent extensive technology training during the month. The team engaged in hands-on vending machine instruction, equipping them with the skills necessary for the new responsibility of weekly vending machine deliveries. Furthermore, a new print management system was installed in early December. This system was swiftly adopted by staff, enhancing their ability to address patron inquiries and assisting with printing, copying, and faxing requirements.

Mobile Library

December proved to be another active month for the Curiosity Connection. The Mobile Library actively participated in numerous outreach events, engaging with well over 619 individuals in the community. The events were centered around community holiday-themed activities in Altadena, featuring ornament decorating and various other festivities:

- Sip & Shop
- Parks After Dark
- Holiday Night Market
- Christmas Tree Lighting
Fab Lab

In December 2023, the Fab Lab marked its one-year anniversary, and it emerged as the busiest month to date for our community of makers, artists, and crafters. The Fab Lab orchestrated a highly popular bookmaking workshop in the middle of the month, featuring collaboration with local artist Selena Matranga.

Furthermore, the Fab Lab commemorated the conclusion of Rachel Curry’s residency with an evening of songs and stories. This event served as the launch for the artist-in-residence installation, which will be on display through the end of January 2024.

Fab Lab: Patron Highlights

In December, two notable instances of community knowledge-sharing unfolded within the Fab Lab. Diana, a Fab Lab member, independently pursued a challenging multicolor embroidery project and generously shared her newfound skills with fellow Fab Lab members. Additionally, the month saw the
arrival of new members interested in exploring 3D printing. With the guidance of staff and a fellow Fab Lab member, Jonathan, a 9-year-old, and his mother experienced their inaugural 3D printing endeavor. Both are wonderful examples of fostering a collaborative learning environment in ALD.

Art at the Library

Art on Display
During November and December, the Art Curation Team presented the group show "Independent Expressions," featuring the works of seven selected artists from over 25 applicants. The exhibition showcased the diverse and unique talents of our local artists, contributing to the cultural richness of our community. The captivating robot sculptures by Sabine were particularly popular, drawing enthusiastic reactions from visitors, especially the younger audience. The exhibition highlighted the abundance of talent within our community, creating an engaging and visually appealing experience for all library visitors.

Art Workshops: Relief Print Workshop for Beginners
In December, the Art Curation Team conducted a Relief Print Workshop for Beginners, drawing a participation of over 20 students. Utilizing tortilla presses, participants crafted unique prints under the guidance of local artist Liz Espinoza. Liz, a versatile visual artist, explores various mediums, including chalk pastels, acrylics, watercolor, ink, graphite, wood burning, mixed media, Papel Picado/Chino, and botanical printmaking.

Programming

3 Seasonal Adult Craft: Clay Coasters or Ornaments
In the latest installment of the 2023 three Seasonal Adult Crafts, ALD staff facilitated a session on creating Clay Coasters or Ornaments for the holiday season. The program attracted 15 attendees, showcasing the community's creativity. Attendees provided positive feedback:
"Fun project, relaxing, and a chance to meet new friends."
"Appreciate the Altadena Library for the wonderful programs, especially beneficial for me and my mother with cognitive issues. It's been a blessing. Thank you to all who make this possible."
Cookie and Mocktails Recipe Swap
During December, the Bob Lucas Library, in collaboration with the Main Library, organized a cookie and mocktail swap at the Bob Lucas library. More than 7 households participated in this community event, providing an opportunity for attendees to meet new neighbors, exchange recipes, and enjoy each other's company. Expressing gratitude for the experience, all attendees valued the time spent meeting new neighbors. The positive response led to requests for the event to become a regular neighborhood gathering opportunity for West Altadena!

Huntington Health: CPR workshop and Health Screening
This month, ALD staff partnered with Huntington Hospital to provide hands-on CPR training for the community. Twelve attendees participated, expressing gratitude for the opportunity. In addition, nine individuals attended the monthly health screening, contributing to the ongoing commitment to community well-being.

Succulent Plant Swap
In a community-focused initiative, ALD staff organized a Succulent Plant Swap, drawing in 15 attendees. The event provided an opportunity for participants to appreciate the diverse array of succulents and connect with new community members.

Holiday Tunes with Upstream
ALD staff delighted the community by hosting a holiday-themed concert featuring Upstream, an Altadena favorite. The event, attended by 210 individuals, offered a night filled with excellent music and enjoyment.
**Gingerbread House Build**

In a successful inaugural event, ALD staff hosted the first Gingerbread House Build for adults, drawing in 20 attendees. The festive evening included holiday music, snacks, and the creative activity of making gingerbread houses.

Attendees shared their thoughts on the event:
"Community-building with other local Altadena residents, music selection/curation, snacks."
"The Altadena Library is something for which I am very grateful!"
"Very grateful for these classes. Great way to meet new people in the neighborhood."

**Adult Craft Wine Glass Charms**

For this month's adult craft, ALD staff organized a session to create wine glass charms, and the eight attendees thoroughly enjoyed the experience.
Open Mic Night
The last Open Mic Night of 2023 proved to be a success with 22 attendees enjoying the popular event. A notable highlight was the enjoyment of both performers and audience members, and a special mention goes to a very cool accordionist who added to the evening's entertainment.

Chess Night
The weekly chess night at the Altadena Library continued, drawing in 35 participants for the session.

True Crime All The Time Virtual Book Club
ALD staff and a group of 5 true crime enthusiasts convened to discuss "Smalltime: A Story of My Family and the Mob" by Russell Shorto. The book proved to be an overall success, captivating the audience with its compelling narrative of the American immigrant experience and providing a thought-provoking exploration of the impact of a lawless lifestyle on a family.

Displays

Glass Display Case
During the months of November and December, the Glass Display Case was curated to showcase Indigenous LA, featuring local Indigenous resources and organizations such as Pikuu, Haramokngna American Indian Cultural Center, Chia Café Collective, and the Tongva Taraxat Paaavxa Conservancy. The exhibit also incorporated the Tongva language, emphasizing its significance as an integral part of the local environment. This initiative aimed to contribute to a broader understanding and appreciation of the Indigenous heritage of the region.

Main Book Display
For the December Main Book Display, ALD staff curated a collection themed "Winter in LA," featuring books on LA history, geography, and activities. The display incorporated snowy Altadena hills and palm tree backdrop, creating a visually engaging representation. A small passive station allowed patrons to share their favorite memories of Los Angeles in the winter.
Homebound
In December, ALD staff continued the Homebound Delivery service, ensuring crucial deliveries to Altadena residents.

Got Comments?

Please open on Sundays for extended access!

Although extended access is a self-service operation, it still requires some staff assistance. It is difficult to arrange for staff assistance on days that we are closed. However, we hear this comment as a need to consider opening on Sundays. We plan to examine our hours of operation as we continue to work on the upcoming renovation projects.
Children’s Services

As December is a programming break, this month was used to complete trainings, plan for upcoming programs, and continue to provide reference at service points. YFS hosted less in-person programs and instead provided passive programs, take-home kits, and interactive displays to engage patrons during their visits at the library, along with giving activities to keep little ones busy at home with their families.

Our community really enjoyed the Winter BINGO Beanstack Challenge. We provided the complete challenge virtually on Beanstack, however we had a paper-version of the BINGO card available so patrons could choose what worked best for their families. The Challenge ran from December 1 – January 7. The BINGO Challenge had 24 activities that children 12 and under could complete throughout the month. There were a mix of reading activities along with fun activities, such as staff’s favorite – tell a librarian a joke! Library staff had a lot of laughs this month hearing children’s cute and funny jokes. By completing a row, children could pick up an age-specific craft to complete at home. When a child finished all activities, they would receive their pick of an adorable winter themed stuffed animal.
Patrons could pick up prizes at both library locations. By the end of the challenge, we had 123 children registered!

During the week of December 18th through the 23rd, children could visit the Children’s room to pick up a take-away craft bag. The kit included all supplies to create a snowman ornament using a tea candle. On December 11, YFS hosted a Noteworthy Puppets performance called Holiday Hijinks. There was a total of 119 people that attended the event. Several families let YFS staff know how excited they were to see this performer at the library!
A crowd of patrons watching the Noteworthy Puppet Show.

Displays

This month the Children’s area displayed books celebrating winter holidays of different traditions. On our wall, staff created a “How Do You Celebrate” passive display where children were encouraged to share! In our glass display cabinet, we highlighted the different prizes available to those that participated in the Winter BINGO challenge.
Outreach

The Youth and Family Services department participated in several outreach events. This included Lil' Learners programs at Families Forward Learning Center, Altadena’s Sip & Shop event,
AS and YFS staff at the Sip & Shop event.

**Teen Services**

Teen Services were strong this month, with several outreach events at local high schools, fun programs, an engaging display, and lastly fun social media presence! The Teen Librarian also continued teen services presence through social media using our Instagram account. Our 'Dena Book Crawl continued this month! This month, staff visited Lost Books and created a post about the store to share with followers. There was quite an increase in social media interactions on our 'Dena Book Crawl program. The video reached 327 accounts and was play 584 times within the month. The video had 38 'likes' and re-shared seven times!

On December 5th, our Teen Librarian hosted a program for teens and adults, called DIY Memory Box. The turnout was great, and patrons were very engaged. We were able to use a donation of cigar boxes and turn them into beautiful memory boxes!

The Teen Holiday Party on December 16th was led by two YFS staff and had a total of 14 teens in attendance. They enjoyed a movie, games, and food!

**DIY Memory Box program creations.**
Outreach:

Since attendance of teens coming to our programs isn’t always as high as we would like, our Teen Librarian has made an effort to connect with local high school librarians to bring library programs to the school. On December 8th, our Teen Librarian visited Pasadena High School to lead a holiday card creating program where 38 students participated. Teen Librarian also attended Pasadena High School’s Wellness Wednesday on December 13th where they provided fun games and the opportunity to get a library card. They had 77 interactions with teens.
Special Project:

After the DIY Holiday Card program at a school outreach, our Teen Librarian put out card supplies for Teens to make in the Teen Space. Many Teens created the cards but then left it (after drawing some nice designs on the cover). The idea to send these cards to seniors at the Senior Center came up so we had other Teen volunteers fill out the cards inside to wish people a nice holiday season/etc.! We gave it to the staff at the Senior Center!

Teen Holiday cards created.

Display

This month – Teens were encouraged to come by the Teen Space to see the advent calendar-inspired display. Each day the library was open, they were able to see a book recommendation that centers the idea of the “gift” - and in each envelope there were random giveaways that were first come, first served ($5 gift cards to Café de Leche, stickers, pins, etc.). This led to fun posts on social media that gained interest in visiting the Teen Space.
Teen Volunteers

Aveson Externship October-December 2023

In the past 10 weeks, ALD has had a high school student from Aveson as our first “teen extern. Their name is Naomi. Within that span of time, they have been able to help with assisting with various programs (including kit making, participating, assisting, prepping): Annular Lunar Eclipse, Spooky Teen Laser Tag, Craft series with Adult Services, Art & Chill Block Printing, Teen Holiday Party, and preparing giveaways for various outreach events. They helped contribute some design work in the Teen Space and had many conversations of how to enhance services/resources for Teens. They have helped with collection organization by shelf reading in the Children’s Room. They have also assisted with the Fab Lab Resident Rachel Curry to put up an art installation. They were willing to do different tasks and adapted accordingly. We want to thank Naomi for their time, energy, and contribution to Library Services here at the Altadena Library!
BOB LUCAS LIBRARY & LITERACY UPDATES

Over the month of December, Bob Lucas offered seasonal programs that saw strong participation and attendance. We are grateful to our community for their support over the past year, and even more so, the enthusiasm for all the things we have planned for 2024.

- We offered two **Youth Craft** events at the start of the month with 47 people attending the programs. We receive positive feedback related to the activities and books selected. The highlight of these programs would definitely be the creativity with which our young participants approached the winter-themed activities. It is great to see parents getting involved and having fun at the same time.
• The game of Loteria is traditionally played around the holidays, and we have made it available for the community to come together and play over the past couple of years. The program continues to be a popular event this year with 25 people visiting the Bob Lucas branch on a Friday night! Our version of loteria actually has an ALD twist, with the game cards being related to Altadena and the District.

• December’s Adult Craft program had folks making their own wine glass charms and it was well-received by our attendees. We had new people show up who felt supported to make something they hadn't tried before. Camaraderie amongst attendees continues to grow.

• Bob Lucas offered an after-hours Cookie and Recipe Exchange program that brought together local residents. This was a great program where community members got to come together in the spirit of sharing cookies, mocktails, and conversation with each other. There were people who were regular patrons who came and then there were also people who we have not seen before who are new to the neighborhood. We got to sign them up for library cards and get them oriented with how to keep up with library happenings. We received great feedback from
everyone and hopes that we would do something similar again in the future.

• We offered a modest **Giftwrap Station** for those who needed some secrecy to wrap those surprise gifts. This passive program gained interest from the public but was mostly a grab and go activity as opposed to people actually coming in with their gifts to wrap. While the number of takers was low, it's an easy enough activity to set up and is another way of showing that we value sustainability.

• The District had the pleasure of attending **Farnsworth Park’s Annual Holiday in the Park** event, which brought gifts, crafts and food to the community. The District set up a table with information and a seasonal craft for the kiddos. We saw many new and familiar faces at this event and are thankful for our growing partnership with LA County Parks and Recreation.
Adult Literacy

- While we typically see a dip with tutoring hours during this time a year as literacy learners and tutors head into the holidays, they still managed to log 36 hours of tutoring this month. ESL classes and conversation maintains weekly meetings and we have provided 19.5 hours of instruction.

- As mentioned in the previous report, our ESL group has organized a book club last month. Together, they are reading a short novel called *Tuesdays with Morrie* with the help of a literacy volunteer. The group hopes to finish the book by mid-January so they start writing a piece to enter into the annual Writer to Writer challenge. Good luck learners!
December was a slow month for IT and Technical Services due to leave and holiday closures. Aside from standard operations, ordering, cataloging, receiving materials, and help ticket review, there is not a significant amount to report.

- **Vending Machines**
  - IT and Facilities installed the ALD fabricated Sunscreen onto the Vending Machine at Prime Pizza. Since the installation, usage has increased as the screen visibility during the day was limited.
    - Thank you to Aaron and Mikayla for using their expertise and the tools in the FabLab to create this wonderful addition which has already made the vending machine much more user-friendly.
  - IT Services provided an additional training to the Adult Services Team, who will be managing the loading and unloading of the machines as part of Homebound Services.
The Christmas Tree Lane (CTLA) Lighting Ceremony and Winterfest took place on Saturday, 12/9. The CTLA Lighting Ceremony and event was a success. Lights were on every evening from 5:30pm – midnight, 12/9/23 to 1/7/24.

Volume II, our second library outreach van, is currently having shelving and a liftgate ramp installed. It is slated to return to the district sometime in January. Once the van is back, work will begin on the wrap detail, which will feature a design put together by our Marketing Specialist Brin Wall.

PPE supplies were recently replenished – standard masks, KN95s, gloves, and other supplies.

We additionally expect tree maintenance service sometime in January.
Date: January 16, 2024

To: Board of Trustees, Altadena Library District

From: Mark Mariscal, President, ALF

Subject: Update on ALF to Trustees For January 2024

The Foundation started the new year with a goodbye to Bridget Brewster and Renee Hines whose terms were up last month. We welcomed new Board members Kristin W. Anderson and Carol Higa.

The ALF Board approved

1) an operating budget for 2024,
2) approved the date of September 28, 2024 for the next Taste of Dena event to be held in the parking lot of the library
3) approved moving forward on the Capital Campaign and Naming Opportunities for the upcoming renovations of the two ALD properties

The ALF Board is excited about the challenges ahead with the fundraising needs of the Foundation. Board members have been encouraged to attend more events at the library and in the local community this year.

The public is always encouraged to visit www.altadenalibraryfoundation.org for more information.
Staffing Updates:

a) New Hires: None

b) Promotions: None

c) Resignations/Retirements/Terminations: Jonathan Arevalo – Facilities Manager – January 5, 2024

Jonathan Arevalo has resigned from his position as Facilities Manager with the District after over six years of service. His last day with us was January 5. We are grateful for the contributions he has made during his tenure with the District and wish him the best in his future endeavors.

As we are embarking on two very significant facilities improvement projects that will modernize our spaces and enhance the level of service we provide our patrons, we are currently recruiting a Facilities Manager who will play a key role in overseeing these projects, and we will begin working on a plan to fill this position right away. The recruitment was posted on the website on January 18, 2024 and we plan to review the first round of applications in mid-February. Please spread the word about this incredible opportunity to join the ALD team during this exciting time in the District!

Marketing Update:

We are finalizing the annual report/year-end video that we will use in social and on YouTube to spotlight our operational highlights from the past year. This video (the first of many) will help develop community awareness of the libraries and their impact as we prep for the building projects and roll out a communication plan this spring.

A story about the Altadena Libraries’ innovative technology and services appeared in the Altadena Neighbors’ January edition. The Altadena poets laureate story is finalized and has been sent to the Altadena Neighbors magazine for publication (hopefully) in the March issue. We also share select events with the magazine for potential inclusion in its monthly calendar.

We created a special social post at the end of the year in remembrance of two Friends of the Altadena Library who passed away last year, Dianne Moore and Marilyn Commodore.

A [KCBS2/KCAL9 segment](#) about the library aired on January 4. We shared
the segment (with a thank you to reporter in Kara Finnstrom) in social channels and with community leaders. The segment inspired an entertainment production company that creates videos for Al Arabiya Dubai TV to reach out, and they are scheduled to have a reporter & camera crew at the Main Library on Friday, Jan. 19, to create a 3-minute piece about our vending machines and possibly other innovations.

**Board of Trustees Annual Retreat**

We held the annual Board Retreat on Friday, January 12. This is a publicly posted, open meeting, but was not recorded or livestreamed so Trustees could explore the issues being discussed in more depth than at regularly scheduled meetings.

This year the focus was on the upcoming building projects and the 2024 Trustee elections. The building projects took up about the first three hours of the retreat, being presented by our capital project manager Jennifer Pearson and architect Mark Schoeman. The first topic that was reviewed was the Bob Lucas Branch project, including the history, general overview of the project, status, projected timeline of construction, and the next steps to keep the project moving forward. Next, the consultants provided the history and a general overview of the Main Library, its current status, projected timeline of design completion and construction, and the next steps to keep that renovation on track as well. Lastly, they gave a budget update about the Bob Lucas Project, the Main Library Project and then an overall look at the budget, including bond proceeds, grants and other sources of revenue. This included some feedback from our accountant Kristi Even. Overall, it was an excellent review of how we got to the place we are and what to anticipate in the next year or two for all five Trustees.

Following that, the trustees reviewed the Main Library Design Documents that we recommended they approve so we can move into the Construction Document phase and keep this project on track to start in mid-2025. The Design Development plans include information beyond the aesthetics and functions of the building, including systems design, (structural, mechanical, plumbing, and electrical), as well as furthering the civil and landscape plans. The Board unanimously approved the Design Documents at the meeting.

That afternoon, we had a conversation about the 2024 Election that will take place this year. We will have three open seats, and this will be the first time we will be using the by-area boundary maps that the Board adopted in 2023. That map can be viewed at [this link](#) on page 8.

The following seats are up for the 2024 election:
- District 1, Trustee Boon Lim
- District 2, Trustee Kameelah Wilkerson
- District 5, Trustee Terry Andrues and Trustee Katie Clark

We asked the incumbents in those seats to consider whether or not they will file for their seats again, so staff know how actively we need to pursue potential candidates in the new district areas. We will, of course, advertise the election as we normally do but want to make sure we are being more strategic in spreading the word to those specific areas.

We will update the elections webpage on the ALD website and continue to update the Board on deadlines or any other information important to having a robust and democratic election for these three open seats.
Second Saturday is back!
We kicked off the new year with Jumpin’ Joz on January 13th! This swing band drew a crowd of over 145 people and lots of fun was had by all! Be on the lookout for these concerts the next four/five months! Here’s a few photos from that night – the swing bands always bring out lots of dancers!

Rotary Holiday Event
Ashley attended the Rotary Club of Altadena’s Holiday Event at the Town & Country Club. It was a wonderful event filled with holiday cheer and carols! The Club thanked the District for its contributions to their summer concert series, where we assisted them with band selections, marketing, concert attendance and more!
Building Equity Based Summers (BEBS) with the State Library

The first of 3 community conversations took place on January 10, 2024 with 3 community members in attendance. Although that may seem like a small number, we received loads of feedback from them! We look forward to the other 2 conversations scheduled throughout the rest of the month. We also continue to share a weekly question board on the main floor. During the first week of February, a mini BEBS team will analyze all information to help us shape some of our summer events.

Aside from the conversations, the State Library BEBS Team creates a monthly podcast that Ashley and Fin were interviewed for! The Team is impressed with how dedicated Ashley and Fin are to these efforts and wanted to hear more about their plans. Furthermore, Ashley will be joining their co-facilitation team to help other library systems begin to make changes to their services.

Lunch at the Library

We are so excited to receive funding from the State Library to participate in the Lunch at the Library program! Our award amount has been increased to $46,750 and will allow us to offer meals and enrichment to families! Ashley and YFS Manager Sofia Araya have worked together to submit a proposed budget breakdown, which will allow us to bring in teen interns and offer additional programming for youth.

Hiking Backpacks

The Southern California Library Cooperative (SCLC) and the State Library have awarded the District with 4 hiking backpacks that we applied for in November. SCLC worked with Big5 Sporting Goods to acquire kit components from various manufacturers. Some of the contents include a pocket
microscope, a mosquito head net, binoculars, a compass, and more! We can’t wait to receive the backpacks and start circulating them!

On a personal note from Nikki…
As I have shared a few times lately, I am SO excited to have completed my master’s degree in Public Administration from Claremont Lincoln University at the end of December 2023! I found out that commencement will be in June 2024 so excited to attend and received my degree with many others.

Thank you so much to everyone for your support and encouragement throughout the two years of school work, reading, research and more! I appreciated bouncing ideas off of all of you when I had to come up with topics for papers and more. And thanks for the little gathering to help me celebrate and the adorable decorative grad cap!!

I’m also looking forward to having a little more free time in 2024, although I tend to fill all of my time with something so we’ll see how it goes!

On a personal note from Ashley…
The holidays are over and I’m looking forward to 2024! Here’s one last look at 2023 with a photo of my family from Christmas Day and a first look into 2024 as my husband and I celebrated 15 years on January 3rd!
### Statistical Update

#### FY22-23 and FY23-24 Comparison – Page 1 of 2

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#### Main Library Statistics

| Physical Collections Checkouts                      | 17,193 | 18,668 | 17,780 | 18,948 | 16,910 | 18,668 | 16,458 | 18,912 | 15,177 | 17,664 | 13,914 | 15,240 |
| Library of Things                                   | 137    | 111    | 137    | 94     | 135    | 72     | 94     | 105    | 111    | 83     | 140    | 120    |
| New Patrons                                         | 311    | 304    | 378    | 335    | 283    | 397    | 276    | 348    | 232    | 257    | 211    | 224    |
| Visitor Count                                       | 7,287  | 9,715  | 8,096  | 9,810  | 8,145  | 8,846  | 8,202  | 9,446  | 7,926  | 8,669  | 7,260  | 8,423  |
| Self-Service Extended Usage                         | 13     | 15     | 10     | 16     | 16     | 14     | 10     |        |        |        |        |        |
| No. of Adult Programs/Outreach                      | 14     | 26     | 19     | 16     | 16     | 17     | 25     | 21     | 22     | 25     | 11     | 15     |
| Adult Program Attendance                            | 334    | 566    | 693    | 509    | 200    | 341    | 572    | 675    | 479    | 360    | 184    | 388    |
| Number of Youth Programs/Outreach                   | 27     | 29     | 2      | 5      | 19     | 21     | 28     | 32     | 14     | 33     | 5      | 6      |
| Youth Program Attendance                            | 1,133  | 1,085  | 137    | 150    | 325    | 695    | 778    | 1982   | 26     | 1367   | 158    | 282    |
| Number of Teen Programs/Outreach                    | 12     | 17     | 0      | 2      | 8      | 7      | 7      | 5      | 7      | 3      | 8      |        |
| Teen Program Attendance                             | 92     | 61     | 0      | 13     | 36     | 73     | 84     | 122    | 74     | 131    | 9      | 492    |

#### Bob Lucas Statistics

| Physical Collection Checkout                       | 797    | 731    | 731    | 792    | 612    | 771    | 744    | 801    | 715    | 854    | 515    | 826    |
| Library of Things                                  | 1      | 5      | 13     | 20     | 19     | 17     | 29     | 16     | 16     | 10     | 13     | 14     |
| New Patrons                                        | 15     | 14     | 15     | 27     | 21     | 15     | 19     | 18     | 25     | 19     | 13     | 13     |
| Visitor Count                                      | 1,949  | 2,055  | 2,137  | 2,037  | 1,871  | 1,899  | 2,183  | 1,950  | 1,867  | 1,933  | 1,747  | 1,503  |
| No. of Bob Lucas Programs/Outreach                 | 18     | 21     | 19     | 21     | 20     | 21     | 16     | 27     | 17     | 18     | 16     | 18     |
| Bob Lucas Program Attendance                       | 152    | 153    | 103    | 160    | 150    | 158    | 96     | 238    | 100    | 124    | 111    | 153    |

#### Passport and Notary Services

| Passports Processed                                | 131    | 173    | 131    | 142    | 118    | 128    | 133    | 92     | 129    | 103    | 98     | 106    |
| Passport Photo Sessions                            | 0      | 37     | 8      | 37     | 16     | 32     | 46     | 21     | 52     | 32     | 45     | 18     |
| Phone Calls Received                               | 531    | 520    | 591    | 492    | 548    | 425    | 452    | 361    | 344    | 348    | 348    | 312    |
| Notary Appointments                                 | 10     | 20     | 17     |        |        |        |        |        |        |        |        | 8      | 26     |
### System-Wide Statistics

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<td>Volunteer Hours</td>
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</tbody>
</table>

### Main Library Statistics

<table>
<thead>
<tr>
<th></th>
<th>Jan-22</th>
<th>Jan-23</th>
<th>Feb-22</th>
<th>Feb-23</th>
<th>Mar-22</th>
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<th>Apr-23</th>
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<th>May-23</th>
<th>Jun-22</th>
<th>Jun-23</th>
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<tbody>
<tr>
<td>Physical Collections Checkouts</td>
<td>9,873</td>
<td>16,891</td>
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<td>85</td>
<td>15</td>
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<td>17</td>
<td>85</td>
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<tr>
<td>New Patrons</td>
<td>89</td>
<td>268</td>
<td>178</td>
<td>235</td>
<td>208</td>
<td>356</td>
<td>222</td>
<td>257</td>
<td>231</td>
<td>216</td>
<td>280</td>
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<td>4,703</td>
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<td>No. of Adult Programs/Outreach</td>
<td>19</td>
<td>21</td>
<td>23</td>
<td>10</td>
<td>22</td>
<td>11</td>
<td>17</td>
<td>12</td>
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<td>Adult Program Attendance</td>
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<td>480</td>
<td>561</td>
<td>612</td>
<td>869</td>
<td>673</td>
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<tr>
<td>Number of Youth Programs/Outreach</td>
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<td>31</td>
<td>18</td>
<td>23</td>
<td>15</td>
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<td>Youth Program Attendance</td>
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<td>Number of Teen Programs/Outreach</td>
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<td>12</td>
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<tr>
<td>Teen Program Attendance</td>
<td>105</td>
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<td>69</td>
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### Bob Lucas Statistics

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<th>Feb-22</th>
<th>Feb-23</th>
<th>Mar-22</th>
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<th>Apr-22</th>
<th>Apr-23</th>
<th>May-22</th>
<th>May-23</th>
<th>Jun-22</th>
<th>Jun-23</th>
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<tr>
<td>Physical Collection Checkout</td>
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<td>704</td>
<td>665</td>
<td>642</td>
<td>698</td>
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<td>11</td>
<td>2</td>
<td>7</td>
<td>2</td>
<td>13</td>
</tr>
<tr>
<td>New Patrons</td>
<td>7</td>
<td>9</td>
<td>6</td>
<td>12</td>
<td>14</td>
<td>18</td>
<td>16</td>
<td>20</td>
<td>29</td>
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<td>1,666</td>
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<td>2,130</td>
<td>2,064</td>
<td>1,876</td>
<td>1,998</td>
<td>2,342</td>
<td>2,177</td>
<td>1,943</td>
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<td>No. of Bob Lucas Programs/Outreach</td>
<td>23</td>
<td>25</td>
<td>17</td>
<td>27</td>
<td>18</td>
<td>26</td>
<td>19</td>
<td>21</td>
<td>21</td>
<td>22</td>
<td>18</td>
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<tr>
<td>Bob Lucas Program Attendance</td>
<td>205</td>
<td>107</td>
<td>157</td>
<td>210</td>
<td>133</td>
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<td>172</td>
<td>173</td>
<td>139</td>
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### Passport and Notary Services

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<th>Jan-22</th>
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<th>Feb-22</th>
<th>Feb-23</th>
<th>Mar-22</th>
<th>Mar-23</th>
<th>Apr-22</th>
<th>Apr-23</th>
<th>May-22</th>
<th>May-23</th>
<th>Jun-22</th>
<th>Jun-23</th>
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</thead>
<tbody>
<tr>
<td>Passports Processed</td>
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<td>110</td>
<td>122</td>
<td>134</td>
<td>183</td>
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<td>99</td>
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<td>18</td>
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<td>23</td>
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<td>Phone Calls Received</td>
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<td>1033</td>
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<td>952</td>
<td>912</td>
<td>723</td>
<td>750</td>
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<td>12</td>
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</tr>
</tbody>
</table>
BOARD OF LIBRARY TRUSTEES  
FINANCE REPORT for November 2023

DEPARTMENT: Administration          MEETING DATE: January 22, 2024
PREPARED BY: Nikki Winslow          LOCATION: Main Library Community Room

TITLE: Summary Report of Financial Statements for November 2023

NOVEMBER 2023 FINANCIAL STATEMENTS
The following financial reports include unaudited statements for the month ended November 30, 2023. The District is currently at 42% of the 2023-24 budget year.

The General Fund Budget to Actual report presents $161,531 of revenue and $2,024,939 of expenses, utilizing $1,863,408 of operating reserves to date. The District will continue to operate from its reserves until property taxes are apportioned by the County in December.

The Balance Sheet presents total assets of $32,854,883.

Total cash and investments are $28,946,741, of which $25,891,021 represents bond proceeds and grant funds restricted for the library renovation project and invested with U.S. Bank and the Cooperative Liquid Assets Securities System (CLASS) fund.

The combined total of General Funds held with CLASS, Los Angeles County, and Checking is $3,057,511. The District reserve requirement of 50% of the operating expense budget is $2,277,850.

REVENUE HIGHLIGHTS
See Variance Report for details on the revenue.

GENERAL FUND EXPENSES
See Variance Report for details on the expenditures.

DONATIONS & GRANT FUND HIGHLIGHTS
See Variance Report for details on the expenditures.

CAPITAL FUND HIGHLIGHTS
None.
# Budget to Actual (Unaudited)

## General Fund

For the Period July 1, 2023 to November 30, 2023

## REVENUE

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D = B/C</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>November 2023</strong></td>
<td><strong>YTD</strong></td>
<td><strong>FY 2023/24 Adopted Budget</strong></td>
<td><strong>YTD Target 42%</strong></td>
</tr>
<tr>
<td><strong>Property Taxes &amp; Assessments</strong></td>
<td>$48,642</td>
<td>$52,714</td>
<td>$4,302,900</td>
</tr>
<tr>
<td>Library Fees</td>
<td>4,571</td>
<td>27,023</td>
<td>66,500</td>
</tr>
<tr>
<td>Grant Reimbursements</td>
<td>-</td>
<td>2,330</td>
<td>-</td>
</tr>
<tr>
<td>Interest Income</td>
<td>14,361</td>
<td>78,843</td>
<td>128,000</td>
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<tr>
<td>Other Revenue</td>
<td>-</td>
<td>621</td>
<td>64,900</td>
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<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>67,574</td>
<td>161,531</td>
<td>4,562,300</td>
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</table>

## EXPENSES

### Salaries & Benefits

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D = B/C</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Wages</strong></td>
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</tr>
<tr>
<td>Salaried</td>
<td>122,013</td>
<td>549,895</td>
<td>1,262,400</td>
</tr>
<tr>
<td>Hourly</td>
<td>65,459</td>
<td>379,374</td>
<td>902,500</td>
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<tr>
<td><strong>Total Wages</strong></td>
<td>187,471</td>
<td>929,269</td>
<td>2,164,900</td>
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</table>

### Benefits, Retirement & Taxes

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D = B/C</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Health Insurance - Employee</strong></td>
<td>14,600</td>
<td>71,868</td>
<td>188,900</td>
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<tr>
<td><strong>Health Insurance - Retiree</strong></td>
<td>6,171</td>
<td>30,856</td>
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<tr>
<td><strong>Other Medical Insurance</strong></td>
<td>2,441</td>
<td>10,559</td>
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<tr>
<td><strong>Workers’ Compensation</strong></td>
<td>-</td>
<td>14,980</td>
<td>15,500</td>
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<tr>
<td><strong>CalPERS Retirement (Normal Costs)</strong></td>
<td>17,149</td>
<td>59,543</td>
<td>150,900</td>
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<tr>
<td><strong>CalPERS UAL Minimum Payment</strong></td>
<td>-</td>
<td>214,434</td>
<td>220,600</td>
</tr>
<tr>
<td><strong>CalPERS UAL Discretionary Payment</strong></td>
<td>-</td>
<td>-</td>
<td>225,000</td>
</tr>
<tr>
<td><strong>Payroll Taxes (District-Paid)</strong></td>
<td>13,057</td>
<td>69,794</td>
<td>173,000</td>
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<tr>
<td><strong>Total Benefits, Retirement &amp; Taxes</strong></td>
<td>53,418</td>
<td>472,034</td>
<td>1,064,000</td>
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</table>

### Total Salaries & Benefits

<table>
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<tr>
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<th>B</th>
<th>C</th>
<th>D = B/C</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Salaries &amp; Benefits</strong></td>
<td>240,889</td>
<td>1,401,303</td>
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### Operating Expenses

<table>
<thead>
<tr>
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<th>C</th>
<th>D = B/C</th>
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</thead>
<tbody>
<tr>
<td><strong>Insurance</strong></td>
<td>-</td>
<td>177,415</td>
<td>144,600</td>
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<tr>
<td><strong>Utilities</strong></td>
<td>5,330</td>
<td>34,794</td>
<td>95,000</td>
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<tr>
<td><strong>County Tax Collection Fees</strong></td>
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<td>1,275</td>
<td>41,700</td>
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<tr>
<td><strong>Other Operating</strong></td>
<td>6,236</td>
<td>40,585</td>
<td>81,300</td>
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<tr>
<td><strong>Facilities, Grounds &amp; Maintenance</strong></td>
<td>7,170</td>
<td>50,014</td>
<td>118,800</td>
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<tr>
<td><strong>Structures &amp; Improvements</strong></td>
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<td>-</td>
<td>10,000</td>
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<tr>
<td><strong>Vehicles &amp; Equipment Maintenance</strong></td>
<td>384</td>
<td>1,545</td>
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<td><strong>Staff Development, Training &amp; Travel</strong></td>
<td>5,649</td>
<td>11,860</td>
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<tr>
<td><strong>Advertising &amp; Marketing</strong></td>
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<td>9,530</td>
<td>38,600</td>
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<td><strong>Miscellaneous Expenses</strong></td>
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<td>3,013</td>
<td>8,200</td>
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<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>$33,610</td>
<td>$330,032</td>
<td>$571,000</td>
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</table>

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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.
## Budget to Actual (Unaudited)
### General Fund
For the Period July 1, 2023 to November 30, 2023

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D = B/C</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>November 2023</strong></td>
<td><strong>YTD</strong></td>
<td><strong>FY 2023/24 Adopted Budget</strong></td>
<td><strong>YTD Target 42%</strong></td>
</tr>
<tr>
<td><strong>Professional Services</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audit &amp; Financial Consulting</td>
<td>$20,103</td>
<td>$57,191</td>
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<tr>
<td>Legal Fees</td>
<td>-</td>
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<td>Consultants - Other</td>
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<tr>
<td>Internet Service / E-Rate</td>
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<td>32,232</td>
<td>50,000</td>
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<tr>
<td>Technology Maintenance Fees</td>
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<td>Downloadables</td>
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<td>DVDs &amp; Videogames</td>
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<td>5,670</td>
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<tr>
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<td>Periodicals</td>
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<td>Audio CD</td>
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<td>Purchase Suggestions</td>
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<td>6,000</td>
</tr>
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<tr>
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<tr>
<td>Teen Services</td>
<td>633</td>
<td>1,505</td>
<td>5,500</td>
</tr>
<tr>
<td>Youth Services</td>
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</tr>
<tr>
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<td>-</td>
<td>2,195</td>
<td>11,000</td>
</tr>
<tr>
<td>Bob Lucas Branch Services</td>
<td>623</td>
<td>3,697</td>
<td>5,500</td>
</tr>
<tr>
<td>Literacy Services</td>
<td>-</td>
<td>-</td>
<td>800</td>
</tr>
<tr>
<td>Volunteer Services</td>
<td>-</td>
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<td>200</td>
</tr>
<tr>
<td>Outreach Services</td>
<td>2,218</td>
<td>2,473</td>
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<tr>
<td><strong>Total Programs</strong></td>
<td><strong>9,827</strong></td>
<td><strong>30,859</strong></td>
<td><strong>60,000</strong></td>
</tr>
<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td><strong>342,345</strong></td>
<td><strong>2,024,939</strong></td>
<td><strong>4,555,700</strong></td>
</tr>
<tr>
<td><strong>NET REVENUE / (EXPENSES)</strong></td>
<td>(274,770)</td>
<td>(1,863,408)</td>
<td>6,600</td>
</tr>
<tr>
<td><strong>Use Of / (Addition To) Reserves / Fund Balance</strong></td>
<td>274,770</td>
<td>1,863,408</td>
<td>(6,600)</td>
</tr>
<tr>
<td><strong>NET BALANCE</strong></td>
<td>-</td>
<td>-</td>
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</tr>
</tbody>
</table>

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.
## Budget to Actual (Unaudited)

### Donations / Grants Fund

**For the Period July 1, 2023 to November 30, 2023**

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G = E/F</th>
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</thead>
<tbody>
<tr>
<td>Altadena Library Foundation</td>
<td>Friends of Altadena Library</td>
<td>Califa (Stay and Play)</td>
<td>California Library Grants</td>
<td>Total</td>
<td>FY 2023/24 Adopted Budget</td>
<td>YTD Target 42%</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
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<td>--------</td>
</tr>
<tr>
<td>1</td>
<td>REVENUE</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>2</td>
<td>Donations &amp; Grants</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td>Altadena Library Foundation</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Friends of the Library</td>
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<td>-</td>
<td>20,000</td>
</tr>
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<td>5</td>
<td>California State Library Literacy Services</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>37,976</td>
<td>37,976</td>
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<tr>
<td>6</td>
<td>California State Library Facilities &amp; Equipment</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>192,947</td>
<td>192,947</td>
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<td>-</td>
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<td>4,500</td>
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<td>Total Donations &amp; Grants</td>
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<td>4,500</td>
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<td>255,423</td>
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<td>TOTAL REVENUE</td>
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<td>4,500</td>
<td>230,923</td>
<td>255,423</td>
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<tr>
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<td>Wages</td>
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<td>Salaried</td>
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<td>10,008</td>
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<td>13</td>
<td>Hourly</td>
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<td>-</td>
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<td>4,870</td>
<td>4,870</td>
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<td>Total Wages</td>
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<td>-</td>
<td>-</td>
<td>14,878</td>
<td>14,878</td>
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<tr>
<td>15</td>
<td>Operating Expenses</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
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<td>16</td>
<td>Staff Recognition</td>
<td>-</td>
<td>1,742</td>
<td>-</td>
<td>-</td>
<td>1,742</td>
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<tr>
<td>17</td>
<td>Staff Development, Training &amp; Travel</td>
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<td>1,391</td>
<td>-</td>
<td>-</td>
<td>1,391</td>
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<td>18</td>
<td>Equipment, Furniture &amp; Fixtures</td>
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<td>7,402</td>
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<td>Vending Machine Supplies</td>
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<td>873</td>
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<td>20</td>
<td>Total Operating Expenses</td>
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<td>3,132</td>
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<td>8,275</td>
<td>11,407</td>
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<td>Adult Services</td>
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<tr>
<td>24</td>
<td>Youth Services</td>
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<tr>
<td>25</td>
<td>Summer Reading</td>
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<td>389</td>
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<td>26</td>
<td>Bob Lucas Branch Services</td>
<td>-</td>
<td>-</td>
<td>-</td>
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</tr>
<tr>
<td>27</td>
<td>Literacy Services</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,080</td>
<td>1,080</td>
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<tr>
<td>28</td>
<td>All Ages</td>
<td>765</td>
<td>-</td>
<td>-</td>
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<td>765</td>
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<td>29</td>
<td>Poets Laureate</td>
<td>1,757</td>
<td>1,813</td>
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<td>3,570</td>
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<td>Ode to the Land</td>
<td>982</td>
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<tr>
<td>31</td>
<td>Total Programs</td>
<td>3,840</td>
<td>2,366</td>
<td>-</td>
<td>1,080</td>
<td>7,286</td>
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<tr>
<td>32</td>
<td>Library Materials</td>
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<td></td>
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<tr>
<td>33</td>
<td>Mobile Library Collection</td>
<td>-</td>
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<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>34</td>
<td>Total Library Materials</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>35</td>
<td>Information Technology (IT)</td>
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<td>36</td>
<td>Website Development</td>
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<td>-</td>
<td>-</td>
<td>7,379</td>
<td>7,379</td>
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<tr>
<td>37</td>
<td>Total Information Technology (IT)</td>
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<td>-</td>
<td>7,379</td>
<td>7,379</td>
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<tr>
<td>38</td>
<td>TOTAL EXPENSES</td>
<td>3,840</td>
<td>5,498</td>
<td>-</td>
<td>31,612</td>
<td>40,950</td>
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<tr>
<td>39</td>
<td>NET REVENUE / (EXPENSES)</td>
<td>$ (3,840)</td>
<td>$ 14,502</td>
<td>$ 4,500</td>
<td>$ 199,312</td>
<td>$ 214,473</td>
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</tbody>
</table>

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.
Budget to Actual (Unaudited)
Capital Fund
For the Period July 1, 2023 to November 30, 2023

<table>
<thead>
<tr>
<th></th>
<th>A November 2023</th>
<th>B YTD</th>
<th>C FY 2023/24 Adopted Budget</th>
<th>D = B/C YTD Target 42%</th>
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<tbody>
<tr>
<td>1</td>
<td>REVENUE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Grant Reimbursements</td>
<td>$ -</td>
<td>$ 36,214</td>
<td>$ -</td>
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<tr>
<td>3</td>
<td>Interest Income</td>
<td>10,458</td>
<td>62,848</td>
<td>295,000</td>
</tr>
<tr>
<td>4</td>
<td>TOTAL REVENUE</td>
<td>10,458</td>
<td>99,062</td>
<td>295,000</td>
</tr>
<tr>
<td>5</td>
<td>EXPENSES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>CFD Bond</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Community Facilities District Project Management</td>
<td>-</td>
<td>6,358</td>
<td>192,000</td>
</tr>
<tr>
<td>8</td>
<td>Contingencies</td>
<td>-</td>
<td>-</td>
<td>192,000</td>
</tr>
<tr>
<td>9</td>
<td>Total CFD Bond</td>
<td>-</td>
<td>6,358</td>
<td>384,000</td>
</tr>
<tr>
<td>10</td>
<td>Capital Project Expenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Bob Lucas Memorial Library</td>
<td>23,557</td>
<td>122,042</td>
<td>1,238,500</td>
</tr>
<tr>
<td>12</td>
<td>Main Library</td>
<td>47,115</td>
<td>244,083</td>
<td>2,477,100</td>
</tr>
<tr>
<td>13</td>
<td>Total Capital Project Expenses</td>
<td>70,672</td>
<td>366,125</td>
<td>3,715,600</td>
</tr>
<tr>
<td>14</td>
<td>TOTAL EXPENSES</td>
<td>70,672</td>
<td>372,483</td>
<td>4,099,600</td>
</tr>
<tr>
<td>15</td>
<td>NET REVENUE / (EXPENSES)</td>
<td>(60,214)</td>
<td>$ (273,421)</td>
<td>$ (3,804,600)</td>
</tr>
<tr>
<td>16</td>
<td>Use Of (Addition To) Bond Proceeds</td>
<td>60,214</td>
<td>273,421</td>
<td>3,804,600</td>
</tr>
<tr>
<td>17</td>
<td>NET BALANCE</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

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.
# Capital Fund Proceeds
March 1, 2022 through November 30, 2023

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D = A+B+C</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Capital Revenue</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Measure Z Bond Net Proceeds</td>
<td>$22,940,593</td>
<td>$(11)</td>
<td>-</td>
</tr>
<tr>
<td>3</td>
<td>Grant Proceeds</td>
<td>3,789,833</td>
<td>-</td>
<td>3,789,833</td>
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<tr>
<td>4</td>
<td>Interest Income</td>
<td>(16,947)</td>
<td>230,437</td>
<td>151,030</td>
</tr>
<tr>
<td>5</td>
<td>Unrealized Gain/(Loss)</td>
<td>(157,458)</td>
<td>100,705</td>
<td>179,272</td>
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<td>6</td>
<td>Net Proceeds</td>
<td>22,766,188</td>
<td>4,120,963</td>
<td>330,302</td>
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<tr>
<td>7</td>
<td>Administrative CFD Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Administration</td>
<td>(26,598)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>9</td>
<td>Salaries and Financial Consulting</td>
<td>(12,835)</td>
<td>(5,861)</td>
<td>(2,330)</td>
</tr>
<tr>
<td>10</td>
<td>Total Administrative Costs</td>
<td>(39,432)</td>
<td>(5,861)</td>
<td>(2,330)</td>
</tr>
<tr>
<td>11</td>
<td>Direct Renovation Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Project Management</td>
<td>(186,042)</td>
<td>(22,728)</td>
<td>(6,358)</td>
</tr>
<tr>
<td>13</td>
<td>Contractor Fees</td>
<td>(21,723)</td>
<td>(27,560)</td>
<td>(58,806)</td>
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<tr>
<td>14</td>
<td>Architect and Design</td>
<td>(205,092)</td>
<td>(446,447)</td>
<td>(306,378)</td>
</tr>
<tr>
<td>15</td>
<td>Legal Fees</td>
<td>-</td>
<td>(1,021)</td>
<td>(942)</td>
</tr>
<tr>
<td>16</td>
<td>Total Direct Renovation Costs</td>
<td>(412,857)</td>
<td>(497,756)</td>
<td>(372,483)</td>
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<tr>
<td>17</td>
<td>Net Activity</td>
<td>22,313,899</td>
<td>3,617,346</td>
<td>(44,511)</td>
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<td>18</td>
<td>Capital Fund Ending Balance</td>
<td>$22,313,899</td>
<td>$25,931,245</td>
<td>$25,886,734</td>
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<tr>
<td>19</td>
<td>Bond Proceeds Balance</td>
<td>$22,313,899</td>
<td>$22,128,823</td>
<td>$22,038,961</td>
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<td>20</td>
<td>Grant Proceeds Balance</td>
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<td>$3,802,422</td>
<td>$3,847,774</td>
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</table>

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.
# Balance Sheet (Unaudited)
## District Total
### As of November 30, 2023

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<thead>
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<tbody>
<tr>
<td>1. ASSETS</td>
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<td></td>
</tr>
<tr>
<td>2. Cash &amp; Investments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Cash - Los Angeles County</td>
<td>$ 169,106</td>
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</tr>
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<td>4. Checking</td>
<td>109,531</td>
<td></td>
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<tr>
<td>5. Special Tax Bonds</td>
<td>21,943,997</td>
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</tr>
<tr>
<td>6. CLASS - General</td>
<td>2,778,874</td>
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</tr>
<tr>
<td>7. CLASS - CA State Library Building Forward</td>
<td>3,852,060</td>
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</tr>
<tr>
<td>8. CLASS - Capital Projects</td>
<td>94,967</td>
<td></td>
</tr>
<tr>
<td>9. CLASS - FMV</td>
<td>(1,794)</td>
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<tr>
<td>10. Total Cooperative Liquid Assets Securities System Investments</td>
<td>6,724,107</td>
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<tr>
<td>Total Cash Investments</td>
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<td>11. Other Current Assets</td>
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<tr>
<td>12. Prepaid Items and Deposits</td>
<td>5,426</td>
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<td>13. Prepaid Insurance and Surety Bond</td>
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<td>14. Property Tax and Assessments Receivable</td>
<td>377</td>
<td></td>
</tr>
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<td>15. Miscellaneous Receivable</td>
<td>61,560</td>
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<td>16. Total Other Current Assets</td>
<td>203,863</td>
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<tr>
<td>17. Long-Term Assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Fixed Assets (Net of Depreciation)</td>
<td>1,866,825</td>
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<td>19. Deferred Outflows of Resources</td>
<td>1,837,454</td>
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<td>20. Total Long-Term Assets</td>
<td>3,704,279</td>
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<tr>
<td>21. TOTAL ASSETS</td>
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<table>
<thead>
<tr>
<th>LIABILITIES</th>
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</thead>
<tbody>
<tr>
<td>22. LIABILITIES</td>
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</tr>
<tr>
<td>23. Current Liabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24. Accounts Payable</td>
<td>34,932</td>
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<tr>
<td>25. Credit Card Payable</td>
<td>18,133</td>
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</tr>
<tr>
<td>26. Payroll and Retirement Liabilities</td>
<td>2,900</td>
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<td>27. Total Current Liabilities</td>
<td>55,965</td>
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<tr>
<td>28. Long-Term Liabilities</td>
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<td>29. Vacation Payable</td>
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<td>30. Deferred Inflows of Resources</td>
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<td>32. Net OPEB Liability</td>
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<td>33. Community Facilities District Bond Payable</td>
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</tr>
<tr>
<td>34. Total Long-Term Liabilities</td>
<td>28,871,598</td>
<td></td>
</tr>
<tr>
<td>35. TOTAL LIABILITIES</td>
<td>28,927,562</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FUND BALANCE</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>36. FUND BALANCE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37. Fund Balance</td>
<td>2,422,230</td>
<td></td>
</tr>
<tr>
<td>38. Net Revenue / (Expenses)</td>
<td>1,505,091</td>
<td></td>
</tr>
<tr>
<td>39. Total Fund Balance</td>
<td>3,927,321</td>
<td></td>
</tr>
<tr>
<td>40. TOTAL LIABILITIES &amp; FUND BALANCE</td>
<td>$ 32,854,883</td>
<td></td>
</tr>
</tbody>
</table>

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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
November 2023 – 42% Year to Date (YTD)

General Fund Budget to Actual

Revenue

**Line 2 – Property Taxes & Assessments** includes Ad Valorem tax revenue and a redevelopment tax levied by Los Angeles County in December. Minor adjustments will be presented throughout the year until December when the majority of revenue will be recognized. YTD is $52,714

**Line 3 – Library Fees** includes printing fees, video game rentals, community room fees, and passport services. YTD is trending in line with budget.

**Line 4 – Grant Reimbursements** includes funding from the California State Library Building Forward grant for salaries and benefits. YTD is $2,330.

**Line 5 - Interest Income** includes earnings from cash and investments held with the County of Los Angeles and the California Cooperative Liquid Assets Securities System investment account (CLASS). YTD is trending over budget at 62% due to a larger investment balance at the beginning of the fiscal year. This balance will be drawn down to cover District expenses until the property tax assessments are collected from December through April.

**Line 6 – Other Revenue** is generated from film rentals, e-rate reimbursement (internet), credit card rebates, and other miscellaneous revenue. YTD is $621.

Expenses

**Line 11 - Salaried** includes employee wages and an annual wellness stipend for salaried employees, less a small portion funded from donations and grants. YTD is trending in line with budget.

**Line 12 – Hourly** includes employee wages and an annual wellness stipend for hourly employees, less a small portion funded for donations and grants. YTD is trending in line with budget.

**Line 15 – 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 $1,100 per month per full-time employee. YTD is trending under budget at 38% due to the addition of new full-time employee. Adjustments to the bill should account for this moving forward.

**Line 16 – Health Insurance - Retiree** includes health benefits for retired employees. YTD is trending in line with budget.

**Line 17 – Other Medical Insurance** includes the District’s contribution toward dental, vision, and life insurance for full-time employees. YTD is trending over budget at 59% due to some insurance premiums paid in advance and insurance premiums being higher than anticipated.

**Line 18 – Workers’ Compensation** insurance based on employee wages by risk category and is paid in full at the beginning of the fiscal year. YTD is 97% of budget.
Line 19 – CalPERS Retirement (Normal Costs) is the District’s portion of employee retirement costs. YTD is trending in line with budget.

Line 20 – 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 97% of budget.

Line 21 – CalPERS UAL Discretionary Payment is a voluntary payment to CalPERS to reduce the unfunded accrued liability of approximately $2.1 M. There is no YTD activity.

Line 22 – Payroll Taxes include the District’s portion of federal and state taxes. YTD is trending in line with budget.

Line 26 – Insurance includes property, liability, earthquake and other types of insurance paid in full at the beginning of the fiscal year. YTD is over budget due to a higher Library valuation after the established budget and the payment of an insurance deductible.

Line 27 – Utilities includes electricity, gas, and water for the main library and the Bob Lucas branch. YTD is trending under budget at 37% due to much lower gas bills than anticipated.

Line 28 – County Tax Collection Fees are paid to the County at approximately 1% of property taxes collected in Line 2. Fees will be recorded as taxes are collected in the second half of the fiscal year. YTD is $1,275.

Line 29 – Other Operating includes membership dues & subscriptions, postage, printing, supplies, software, and non-capitalized office equipment. YTD is trending over budget at 50% due to LAFCO dues and the CSDA membership paid in full at the beginning of the fiscal year.

Line 30 – Facilities, Grounds & Maintenance includes maintenance contracts, building maintenance and repairs, and landscaping services. YTD is trending in line with budget.

Line 31 – Structures & Improvements includes emergency funds for unanticipated expenses. There is no YTD activity.

Line 32 – Vehicles & Equipment Maintenance includes operating costs of mobile library van, vending machine, and other equipment. Appropriate expenses include car washes, gas, fan, hot spots, vending machine internet, etc. YTD is trending under budget at 31%.

Line 33 – Staff Development, Training & Travel is budgeted for staff conferences, training, and related expenses. YTD is trending in line with budget.

Line 34 – Advertising & Marketing includes general marketing for the District. YTD is trending under budget at 25%.

Line 35 – Miscellaneous Expenses includes banking, payroll processing and timekeeping, and miscellaneous expenses not accounted for in other lines. YTD is trending under budget at 37%.
Altadena Library District  
Monthly Variance Analysis  
November 2023 – 42% Year to Date (YTD)

**Line 38 – Audit & Financial Consulting** includes external consulting services and annual audit services. YTD is trending over budget at 53% due to the timing of audit services.

**Line 39 – Legal Fees** are for general District matters. YTD is trending under budget at 4% due to less legal than anticipated.

**Line 40 – Consultants - Other** includes consulting services for information technology (IT), human resources, and miscellaneous services. YTD is trending under budget at 32% due to the timing of services.

**Line 43 – Internet Service / E-Rate** includes the total cost of providing internet service to the main library and the Bob Lucas branch. The majority of expenses are recorded quarterly and the e-rate reimbursement is recorded separately in Other Revenue. There is no YTD activity.

**Line 44 – Technology Equipment** includes office computers and misc. equipment. YTD is trending over budget at 64% due to the purchases of replacement computers at the beginning of the fiscal year.

**Line 45 – Technology Maintenance Fees** includes maintenance contracts for a printer, copier, and multi-functional machines. YTD is trending over budget at 66% due to multiple annual contract renewals paid through fiscal year end.

**Line 46 - Telecommunications** includes phone charges for the main library and the Bob Lucas branch. YTD is trending under budget at 24% due to lower monthly bills than anticipated.

**Lines 49 - 57 – Library Materials** include items available for library members such as: books, downloadables, DVDs, videogames, electronic databases, periodicals, audio CDs, purchase suggestions from members, Library of Things, and the mobile library collection – seed library. Total Library material expenses are trending under budget at 36%.

**Lines 60 – 67 – Programs** includes program costs for adult, teen, and youth services. It also supports the Summer Reading program, programs for the Bob Lucas Branch, literacy services, outreach services, and volunteer services. Total program expenses are trending over budget at 51% due to the timing of the Adult Services and events.

**Line 69 - Net Revenue / (Expenses)** is the year-to-date use of or (addition to) Operating Reserves. YTD is $1,863,408 use of reserves. This will fluctuate throughout the year based on the timing of revenue and expenses.
Donations / Grants Budget to Actual

Revenue

**Line 3 – Altadena Library Foundation** includes a grant to support operating and program services. Funds will be received in Spring 2024.

**Line 4 – Friends of the Library** includes a grant to support operating and program services. Total funds have been received.

**Line 5 – California Library Literary Services** includes annual grant funding to support literacy programs and English as a second language services. Total funds have been received.

**Line 6 - California State Libraries Facilities & Equipment** includes a carryover from FY 23 for a vending machine and related expenses and website development. Total carryover is greater than projected at the time the budget was established.

**Line 7 - Califa** includes Stay and Play grant used to support youth services. **YTD is $4,500.**

Expenses

**Line 12 – Salaried** includes a portion of salaries at the Bob Lucas Branch paid for by the California Library Literary Services grant. **YTD is trending in line with budget.**

**Line 13 – Hourly** includes a portion of hourly wages at the Bob Lucas Branch funded by the California Library Literary Services grant for English as a second language services. **YTD is trending in line with budget.**

**Lines 16-19 – Operating Expenses** includes staff recognition, development and training, and miscellaneous furniture and equipment funded by the Altadena Library Foundation and Friends of the Altadena Library. It also includes the purchase of a vending machine and related expenses carried over from FY 23 funding from the Expanding our Footprint grant. **YTD is trending under budget at 6% due to the vending machine purchase that will occur later in the year.**

**Lines 22-30 – Programs** includes programming for adults, teens, youth, and all ages, the summer reading program, literacy services, and the Poet's Laureate. **YTD is trending under budget at 21% due to the timing of programs.**

**Line 33 – Library Materials** includes the Mobile Library Collection - Seed Library. **There is no YTD activity.**

**Line 37 – Information Technology** includes website development carried over from FY 23 funding from the Expanding our footprint grant. **YTD is trending over budget at 92% due to an annual subscription paid at the beginning of the fiscal year.**
Line 38 Net Revenue / (Expenses) is the year-to-date balance of unused donations and grant funds. YTD is $214,473 due to the timing of grant expenses which will be incurred throughout the fiscal year.
BOARD OF LIBRARY TRUSTEES
FINANCE REPORT for December 2023

DEPARTMENT: Administration
PREPARED BY: Nikki Winslow
MEETING DATE: January 22, 2024
LOCATION: Main Library Community Room

TITLE: Summary Report of Financial Statements for December 2023

DECEMBER 2023 FINANCIAL STATEMENTS
The following financial reports include unaudited statements for the month ended December 31, 2023.
The District is currently at 50% of the 2023-24 budget year.

The General Fund Budget to Actual report presents $4,422,795 of revenue and $2,382,212 of expenses, adding $2,040,583 to operating reserves to date.

The Balance Sheet presents total assets of $38,099,145.

Total cash and investments are $30,862,168, of which $25,913,729 represents bond proceeds and grant funds restricted for the library renovation project and invested with U.S. Bank and the Cooperative Liquid Assets Securities System (CLASS) fund.

The combined total of General Funds held with CLASS, Los Angeles County, and Checking is $4,942,792. The District reserve requirement of 50% of the operating expense budget is $2,277,850.

REVENUE HIGHLIGHTS
See Variance Report for details on the revenue.

GENERAL FUND EXPENSES
See Variance Report for details on the expenditures.

DONATIONS & GRANT FUND HIGHLIGHTS
See Variance Report for details on the expenditures.

CAPITAL FUND HIGHLIGHTS
None.
## Budget to Actual (Unaudited)

**General Fund**

**For the Period July 1, 2023 to December 31, 2023**

<table>
<thead>
<tr>
<th></th>
<th>A December 2023</th>
<th>B YTD</th>
<th>FY 2023/24 Adopted Budget</th>
<th>C YTD Target 50%</th>
<th>D = B/C</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>REVENUE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Property Taxes &amp; Assessments</td>
<td>$4,241,636</td>
<td>$4,294,349</td>
<td>$4,302,900</td>
<td>99%</td>
</tr>
<tr>
<td>3</td>
<td>Library Fees</td>
<td>4,806</td>
<td>31,829</td>
<td>66,500</td>
<td>48%</td>
</tr>
<tr>
<td>4</td>
<td>Grant Reimbursements</td>
<td>2,150</td>
<td>4,480</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>5</td>
<td>Interest Income</td>
<td>12,673</td>
<td>91,516</td>
<td>128,000</td>
<td>71%</td>
</tr>
<tr>
<td>6</td>
<td>Other Revenue</td>
<td>-</td>
<td>621</td>
<td>64,900</td>
<td>1%</td>
</tr>
<tr>
<td>7</td>
<td>TOTAL REVENUE</td>
<td>$4,261,264</td>
<td>$4,422,795</td>
<td>$4,562,300</td>
<td>97%</td>
</tr>
<tr>
<td>8</td>
<td>EXPENSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Salaries &amp; Benefits</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Wages</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Salaried</td>
<td>112,669</td>
<td>662,564</td>
<td>1,262,400</td>
<td>52%</td>
</tr>
<tr>
<td>12</td>
<td>Hourly</td>
<td>68,202</td>
<td>447,576</td>
<td>902,500</td>
<td>50%</td>
</tr>
<tr>
<td>13</td>
<td>Total Wages</td>
<td>180,871</td>
<td>1,110,140</td>
<td>2,164,900</td>
<td>51%</td>
</tr>
<tr>
<td>14</td>
<td>Benefits, Retirement &amp; Taxes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Health Insurance - Employee</td>
<td>18,723</td>
<td>90,591</td>
<td>188,900</td>
<td>48%</td>
</tr>
<tr>
<td>16</td>
<td>Health Insurance - Retiree</td>
<td>6,171</td>
<td>37,027</td>
<td>72,300</td>
<td>51%</td>
</tr>
<tr>
<td>17</td>
<td>Other Medical Insurance</td>
<td>2,131</td>
<td>12,690</td>
<td>17,800</td>
<td>71%</td>
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<tr>
<td>18</td>
<td>Workers’ Compensation</td>
<td>-</td>
<td>14,980</td>
<td>15,500</td>
<td>97%</td>
</tr>
<tr>
<td>19</td>
<td>CalPERS Retirement (Normal Costs)</td>
<td>11,399</td>
<td>70,543</td>
<td>150,900</td>
<td>47%</td>
</tr>
<tr>
<td>20</td>
<td>CalPERS UAL Minimum Payment</td>
<td>-</td>
<td>214,343</td>
<td>220,600</td>
<td>97%</td>
</tr>
<tr>
<td>21</td>
<td>CalPERS UAL Discretionary Payment</td>
<td>-</td>
<td>-</td>
<td>225,000</td>
<td>0%</td>
</tr>
<tr>
<td>22</td>
<td>Payroll Taxes (District-Paid)</td>
<td>12,821</td>
<td>82,615</td>
<td>173,000</td>
<td>48%</td>
</tr>
<tr>
<td>23</td>
<td>Total Benefits, Retirement &amp; Taxes</td>
<td>51,246</td>
<td>523,280</td>
<td>1,064,000</td>
<td>49%</td>
</tr>
<tr>
<td>24</td>
<td>Total Salaries &amp; Benefits</td>
<td>232,117</td>
<td>1,633,420</td>
<td>3,228,900</td>
<td>51%</td>
</tr>
<tr>
<td>25</td>
<td>Operating Expenses</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>26</td>
<td>Insurance</td>
<td>-</td>
<td>177,415</td>
<td>144,600</td>
<td>123%</td>
</tr>
<tr>
<td>27</td>
<td>Utilities</td>
<td>5,637</td>
<td>40,432</td>
<td>95,000</td>
<td>43%</td>
</tr>
<tr>
<td>28</td>
<td>County Tax Collection Fees</td>
<td>41,705</td>
<td>42,981</td>
<td>41,700</td>
<td>103%</td>
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<tr>
<td>29</td>
<td>Other Operating</td>
<td>9,904</td>
<td>50,489</td>
<td>81,300</td>
<td>62%</td>
</tr>
<tr>
<td>30</td>
<td>Facilities, Grounds &amp; Maintenance</td>
<td>6,328</td>
<td>56,342</td>
<td>118,800</td>
<td>47%</td>
</tr>
<tr>
<td>31</td>
<td>Structures &amp; Improvements</td>
<td>-</td>
<td>-</td>
<td>10,000</td>
<td>0%</td>
</tr>
<tr>
<td>32</td>
<td>Vehicles &amp; Equipment Maintenance</td>
<td>750</td>
<td>2,295</td>
<td>5,000</td>
<td>46%</td>
</tr>
<tr>
<td>33</td>
<td>Staff Development, Training &amp; Travel</td>
<td>2,908</td>
<td>14,768</td>
<td>27,800</td>
<td>53%</td>
</tr>
<tr>
<td>34</td>
<td>Advertising &amp; Marketing</td>
<td>183</td>
<td>9,713</td>
<td>38,600</td>
<td>25%</td>
</tr>
<tr>
<td>35</td>
<td>Miscellaneous Expenses</td>
<td>1,010</td>
<td>4,023</td>
<td>8,200</td>
<td>49%</td>
</tr>
<tr>
<td>36</td>
<td>Total Operating Expenses</td>
<td>$68,426</td>
<td>$398,458</td>
<td>$571,000</td>
<td>70%</td>
</tr>
</tbody>
</table>

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.
Budget to Actual (Unaudited)
General Fund
For the Period July 1, 2023 to December 31, 2023

<table>
<thead>
<tr>
<th></th>
<th>December 2023</th>
<th>YTD</th>
<th>FY 2023/24 Adopted Budget</th>
<th>YTD Target 50%</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td>B</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Professional Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Audit &amp; Financial Consulting</td>
<td>$7,894</td>
<td>$65,084</td>
<td>$108,300</td>
</tr>
<tr>
<td>39</td>
<td>Legal Fees</td>
<td>1,791</td>
<td>2,684</td>
<td>25,000</td>
</tr>
<tr>
<td>40</td>
<td>Consultants - Other</td>
<td>4,769</td>
<td>36,776</td>
<td>100,000</td>
</tr>
<tr>
<td>41</td>
<td>Total Professional Services</td>
<td>14,453</td>
<td>104,544</td>
<td>233,300</td>
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<tr>
<td>42</td>
<td>Information Technology (IT)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Internet Service / E-Rate</td>
<td>10,829</td>
<td>10,829</td>
<td>54,600</td>
</tr>
<tr>
<td>44</td>
<td>Technology Equipment</td>
<td>56</td>
<td>32,288</td>
<td>50,000</td>
</tr>
<tr>
<td>45</td>
<td>Technology Maintenance Fees</td>
<td>12,628</td>
<td>42,944</td>
<td>46,100</td>
</tr>
<tr>
<td>46</td>
<td>Telecommunications</td>
<td>766</td>
<td>6,266</td>
<td>22,500</td>
</tr>
<tr>
<td>47</td>
<td>Total Information Technology (IT)</td>
<td>24,279</td>
<td>92,327</td>
<td>173,200</td>
</tr>
<tr>
<td>48</td>
<td>Library Materials</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>Books</td>
<td>625</td>
<td>42,604</td>
<td>110,000</td>
</tr>
<tr>
<td>50</td>
<td>Downloadables</td>
<td>9,817</td>
<td>38,735</td>
<td>84,100</td>
</tr>
<tr>
<td>51</td>
<td>DVDs &amp; Videogames</td>
<td>1,832</td>
<td>7,501</td>
<td>14,600</td>
</tr>
<tr>
<td>52</td>
<td>Electronic Databases / Subscriptions</td>
<td>-</td>
<td>8,917</td>
<td>29,000</td>
</tr>
<tr>
<td>53</td>
<td>Periodicals</td>
<td>155</td>
<td>7,073</td>
<td>10,000</td>
</tr>
<tr>
<td>54</td>
<td>Audio CD</td>
<td>-</td>
<td>2,908</td>
<td>9,100</td>
</tr>
<tr>
<td>55</td>
<td>Purchase Suggestions</td>
<td>1,454</td>
<td>8,580</td>
<td>14,000</td>
</tr>
<tr>
<td>56</td>
<td>Library of Things</td>
<td>-</td>
<td>2,170</td>
<td>6,000</td>
</tr>
<tr>
<td>57</td>
<td>Mobile Library Collection</td>
<td>-</td>
<td>-</td>
<td>12,500</td>
</tr>
<tr>
<td>58</td>
<td>Total Library Materials</td>
<td>13,882</td>
<td>118,488</td>
<td>289,300</td>
</tr>
<tr>
<td>59</td>
<td>Programs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>Adult Services</td>
<td>1,827</td>
<td>18,263</td>
<td>12,000</td>
</tr>
<tr>
<td>61</td>
<td>Teen Services</td>
<td>466</td>
<td>1,971</td>
<td>5,500</td>
</tr>
<tr>
<td>62</td>
<td>Youth Services</td>
<td>1,112</td>
<td>5,426</td>
<td>10,000</td>
</tr>
<tr>
<td>63</td>
<td>Summer Reading</td>
<td>-</td>
<td>2,195</td>
<td>11,000</td>
</tr>
<tr>
<td>64</td>
<td>Bob Lucas Branch Services</td>
<td>711</td>
<td>4,408</td>
<td>5,500</td>
</tr>
<tr>
<td>65</td>
<td>Literacy Services</td>
<td>-</td>
<td>-</td>
<td>800</td>
</tr>
<tr>
<td>66</td>
<td>Volunteer Services</td>
<td>-</td>
<td>240</td>
<td>200</td>
</tr>
<tr>
<td>67</td>
<td>Outreach Services</td>
<td>-</td>
<td>2,473</td>
<td>15,000</td>
</tr>
<tr>
<td>68</td>
<td>Total Programs</td>
<td>4,117</td>
<td>34,975</td>
<td>60,000</td>
</tr>
<tr>
<td>69</td>
<td>TOTAL EXPENSES</td>
<td>357,273</td>
<td>2,382,212</td>
<td>4,555,700</td>
</tr>
<tr>
<td>70</td>
<td>NET REVENUE / (EXPENSES)</td>
<td>3,903,991</td>
<td>2,040,583</td>
<td>6,600</td>
</tr>
<tr>
<td>71</td>
<td>Use Of / (Addition To) Reserves / Fund Balance</td>
<td>(3,903,991)</td>
<td>(2,040,583)</td>
<td>(6,600)</td>
</tr>
<tr>
<td>72</td>
<td>NET BALANCE</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>
**Budget to Actual (Unaudited)**

**Donations / Grants Fund**

**For the Period July 1, 2023 to December 31, 2023**

<table>
<thead>
<tr>
<th></th>
<th>Altadena Library Foundation</th>
<th>Friends of Altadena Library</th>
<th>Califa (Stay and Play)</th>
<th>California Library Grants</th>
<th>Total</th>
<th>FY 2023/24 Adopted Budget</th>
<th>YTD Target</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>REVENUE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Donations &amp; Grants</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td>Altadena Library Foundation</td>
<td>$37,500</td>
<td>-</td>
<td>-</td>
<td>$37,500</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Friends of the Library</td>
<td>-</td>
<td>20,000</td>
<td>-</td>
<td>20,000</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>California State Library Literacy Services</td>
<td>-</td>
<td>-</td>
<td>37,976</td>
<td>37,976</td>
<td>101%</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>California State Library Facilities &amp; Equipment</td>
<td>-</td>
<td>-</td>
<td>192,947</td>
<td>192,947</td>
<td>174,000</td>
<td>111%</td>
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<tr>
<td>7</td>
<td>Califa</td>
<td>-</td>
<td>4,500</td>
<td>-</td>
<td>4,500</td>
<td>N/A</td>
<td></td>
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<tr>
<td>8</td>
<td>Total Donations &amp; Grants</td>
<td>37,500</td>
<td>20,000</td>
<td>4,500</td>
<td>230,923</td>
<td>292,923</td>
<td>269,000</td>
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<tr>
<td>9</td>
<td><strong>TOTAL REVENUE</strong></td>
<td>37,500</td>
<td>20,000</td>
<td>4,500</td>
<td>230,923</td>
<td>292,923</td>
<td>269,000</td>
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<tr>
<td>10</td>
<td><strong>EXPENSES</strong></td>
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<td></td>
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<td></td>
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<tr>
<td>11</td>
<td>Wages</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>12</td>
<td>Salaried</td>
<td>-</td>
<td>-</td>
<td>11,888</td>
<td>11,888</td>
<td>24,500</td>
<td>49%</td>
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<tr>
<td>13</td>
<td>Hourly</td>
<td>-</td>
<td>-</td>
<td>5,790</td>
<td>5,790</td>
<td>12,000</td>
<td>48%</td>
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<tr>
<td>14</td>
<td>Total Wages</td>
<td>-</td>
<td>-</td>
<td>17,678</td>
<td>17,678</td>
<td>36,500</td>
<td>48%</td>
</tr>
<tr>
<td>15</td>
<td>Operating Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Staff Recognition</td>
<td>-</td>
<td>1,972</td>
<td>-</td>
<td>1,972</td>
<td>1,500</td>
<td>131%</td>
</tr>
<tr>
<td>17</td>
<td>Staff Development, Training &amp; Travel</td>
<td>-</td>
<td>1,415</td>
<td>-</td>
<td>1,415</td>
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<td>28%</td>
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<tr>
<td>18</td>
<td>Equipment, Furniture &amp; Fixtures</td>
<td>-</td>
<td>-</td>
<td>16,138</td>
<td>16,138</td>
<td>181,500</td>
<td>9%</td>
</tr>
<tr>
<td>19</td>
<td>Vending Machine Supplies</td>
<td>-</td>
<td>-</td>
<td>873</td>
<td>873</td>
<td>N/A</td>
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<tr>
<td>20</td>
<td>Total Operating Expenses</td>
<td>-</td>
<td>3,387</td>
<td>-</td>
<td>17,011</td>
<td>20,397</td>
<td>188,000</td>
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<tr>
<td>21</td>
<td><strong>Programs</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Adult Services</td>
<td>1,631</td>
<td>164</td>
<td>-</td>
<td>1,794</td>
<td>10,500</td>
<td>17%</td>
</tr>
<tr>
<td>23</td>
<td>Teen Services</td>
<td>35</td>
<td>94</td>
<td>-</td>
<td>129</td>
<td>1,700</td>
<td>8%</td>
</tr>
<tr>
<td>24</td>
<td>Youth Services</td>
<td>-</td>
<td>35</td>
<td>-</td>
<td>35</td>
<td>7,000</td>
<td>1%</td>
</tr>
<tr>
<td>25</td>
<td>Summer Reading</td>
<td>-</td>
<td>389</td>
<td>-</td>
<td>389</td>
<td>2,000</td>
<td>19%</td>
</tr>
<tr>
<td>26</td>
<td>Bob Lucas Branch Services</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>300</td>
<td>0%</td>
</tr>
<tr>
<td>27</td>
<td>Literacy Services</td>
<td>-</td>
<td>-</td>
<td>1,080</td>
<td>1,080</td>
<td>1,000</td>
<td>108%</td>
</tr>
<tr>
<td>28</td>
<td>All Ages</td>
<td>765</td>
<td>-</td>
<td>-</td>
<td>765</td>
<td>8,000</td>
<td>10%</td>
</tr>
<tr>
<td>29</td>
<td>Poets Laureate</td>
<td>1,757</td>
<td>1,813</td>
<td>-</td>
<td>3,570</td>
<td>5,000</td>
<td>71%</td>
</tr>
<tr>
<td>30</td>
<td>Ode to the Land</td>
<td>1,382</td>
<td>-</td>
<td>-</td>
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<td></td>
</tr>
<tr>
<td>31</td>
<td>Total Programs</td>
<td>5,570</td>
<td>2,495</td>
<td>-</td>
<td>1,080</td>
<td>9,145</td>
<td>35,500</td>
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<tr>
<td>32</td>
<td>Library Materials</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Mobile Library Collection</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,000</td>
<td>0%</td>
</tr>
<tr>
<td>34</td>
<td>Total Library Materials</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,000</td>
<td>0%</td>
</tr>
<tr>
<td>35</td>
<td><strong>Information Technology (IT)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Website Development</td>
<td>-</td>
<td>-</td>
<td>7,379</td>
<td>7,379</td>
<td>8,000</td>
<td>92%</td>
</tr>
<tr>
<td>37</td>
<td>Total Information Technology (IT)</td>
<td>-</td>
<td>-</td>
<td>7,379</td>
<td>7,379</td>
<td>8,000</td>
<td>92%</td>
</tr>
<tr>
<td>38</td>
<td><strong>TOTAL EXPENSES</strong></td>
<td>5,570</td>
<td>5,882</td>
<td>43,148</td>
<td>54,599</td>
<td>269,000</td>
<td>20%</td>
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<tr>
<td>39</td>
<td><strong>NET REVENUE / (EXPENSES)</strong></td>
<td>$31,931</td>
<td>$14,118</td>
<td>$4,500</td>
<td>$187,776</td>
<td>$238,325</td>
<td></td>
</tr>
</tbody>
</table>

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.
# Budget to Actual (Unaudited)

**Capital Fund**

For the Period July 1, 2023 to December 31, 2023

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D = B/C</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>December 2023</strong></td>
<td><strong>YTD</strong></td>
<td><strong>FY 2023/24 Adopted</strong></td>
<td><strong>YTD Target</strong> 50%</td>
</tr>
<tr>
<td><strong>REVENUE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Grant Reimbursements</td>
<td>$42,105</td>
<td>$78,319</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>2 Interest Income</td>
<td>$501</td>
<td>$63,349</td>
<td>$295,000</td>
<td>21%</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>$42,606</td>
<td>$141,667</td>
<td>$295,000</td>
<td>48%</td>
</tr>
<tr>
<td><strong>EXPENSES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 CFD Bond</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 Community Facilities District Project Management</td>
<td>-</td>
<td>$6,358</td>
<td>$192,000</td>
<td>3%</td>
</tr>
<tr>
<td>8 Contingencies</td>
<td>-</td>
<td>-</td>
<td>$192,000</td>
<td>0%</td>
</tr>
<tr>
<td>9 Total CFD Bond</td>
<td>-</td>
<td>$6,358</td>
<td>$384,000</td>
<td>2%</td>
</tr>
<tr>
<td><strong>Capital Project Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11 Bob Lucas Memorial Library</td>
<td>$8,374</td>
<td>$130,416</td>
<td>$1,238,500</td>
<td>11%</td>
</tr>
<tr>
<td>12 Main Library</td>
<td>$16,748</td>
<td>$260,831</td>
<td>$2,477,100</td>
<td>11%</td>
</tr>
<tr>
<td>13 Total Capital Project Expenses</td>
<td>$25,122</td>
<td>$391,247</td>
<td>$3,715,600</td>
<td>11%</td>
</tr>
<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td>$25,122</td>
<td>$397,605</td>
<td>$4,099,600</td>
<td>10%</td>
</tr>
<tr>
<td><strong>NET REVENUE / (EXPENSES)</strong></td>
<td>$17,484</td>
<td>$(255,937)</td>
<td>$(3,804,600)</td>
<td>7%</td>
</tr>
<tr>
<td>16 Use Of (Addition To) Bond Proceeds</td>
<td>$(17,484)</td>
<td>$255,937</td>
<td>$3,804,600</td>
<td>7%</td>
</tr>
<tr>
<td><strong>NET BALANCE</strong></td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>-</td>
</tr>
</tbody>
</table>

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.
# Capital Fund Proceeds
March 1, 2022 through December 31, 2023

<table>
<thead>
<tr>
<th></th>
<th>FY22</th>
<th>FY 23</th>
<th>FY24</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Capital Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Measure Z Bond Net Proceeds</td>
<td>$22,940,593</td>
<td>(11)</td>
<td>-</td>
<td>$22,940,582</td>
</tr>
<tr>
<td>Grant Proceeds</td>
<td>3,789,833</td>
<td>-</td>
<td>3,789,833</td>
<td></td>
</tr>
<tr>
<td><strong>Interest Income</strong></td>
<td>(16,947)</td>
<td>230,437</td>
<td>169,661</td>
<td>383,151</td>
</tr>
<tr>
<td>Unrealized Gain/(Loss)</td>
<td>(157,458)</td>
<td>100,705</td>
<td>210,427</td>
<td>153,674</td>
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<tr>
<td><strong>Net Proceeds</strong></td>
<td>22,766,188</td>
<td>4,120,963</td>
<td>380,088</td>
<td>27,267,240</td>
</tr>
<tr>
<td><strong>Administrative CFD Costs</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td>(26,598)</td>
<td>-</td>
<td>-</td>
<td>(26,598)</td>
</tr>
<tr>
<td>Salaries and Financial Consulting</td>
<td>(12,835)</td>
<td>(5,861)</td>
<td>(4,480)</td>
<td>(23,176)</td>
</tr>
<tr>
<td><strong>Total Administrative Costs</strong></td>
<td>(39,432)</td>
<td>(5,861)</td>
<td>(4,480)</td>
<td>(49,774)</td>
</tr>
<tr>
<td><strong>Direct Renovation Costs</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Management</td>
<td>(186,042)</td>
<td>(22,728)</td>
<td>(6,358)</td>
<td>(215,127)</td>
</tr>
<tr>
<td>Contractor Fees</td>
<td>(21,723)</td>
<td>(27,560)</td>
<td>(58,806)</td>
<td>(108,088)</td>
</tr>
<tr>
<td>Architect and Design</td>
<td>(205,092)</td>
<td>(446,447)</td>
<td>(331,500)</td>
<td>(983,039)</td>
</tr>
<tr>
<td>Legal Fees</td>
<td>-</td>
<td>(1,021)</td>
<td>(942)</td>
<td>(1,963)</td>
</tr>
<tr>
<td><strong>Total Direct Renovation Costs</strong></td>
<td>(412,857)</td>
<td>(497,756)</td>
<td>(397,605)</td>
<td>(1,308,217)</td>
</tr>
<tr>
<td><strong>Net Activity</strong></td>
<td>22,313,899</td>
<td>3,617,346</td>
<td>(21,997)</td>
<td>25,909,249</td>
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<tr>
<td><strong>Capital Fund Ending Balance</strong></td>
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<td>$25,931,245</td>
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<td>$25,909,249</td>
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<tr>
<td><strong>Bond Proceeds Balance</strong></td>
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<td>$22,128,823</td>
<td>$22,001,434</td>
<td>$22,001,434</td>
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<tr>
<td><strong>Grant Proceeds Balance</strong></td>
<td>$-</td>
<td>$3,802,422</td>
<td>$3,907,815</td>
<td>$3,907,815</td>
</tr>
</tbody>
</table>

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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.
### Balance Sheet (Unaudited)
#### District Total
#### As of December 31, 2023

<table>
<thead>
<tr>
<th>ASSETS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cash &amp; Investments</strong></td>
<td></td>
</tr>
<tr>
<td>Cash - Los Angeles County</td>
<td>$2,259,472</td>
</tr>
<tr>
<td>Checking</td>
<td>252,383</td>
</tr>
<tr>
<td>Special Tax Bonds</td>
<td>21,955,566</td>
</tr>
<tr>
<td>CLASS - General</td>
<td>2,430,937</td>
</tr>
<tr>
<td>CLASS - CA State Library Building Forward</td>
<td>3,870,190</td>
</tr>
<tr>
<td>CLASS - Capital Projects</td>
<td>95,414</td>
</tr>
<tr>
<td>CLASS - FMV</td>
<td>(1,794)</td>
</tr>
<tr>
<td>Total Cooperative Liquid Assets Securities</td>
<td>6,394,747</td>
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<tr>
<td>Total Cash &amp; Investments</td>
<td>30,862,168</td>
</tr>
<tr>
<td><strong>Other Current Assets</strong></td>
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</tr>
<tr>
<td>Prepaid Items and Deposits</td>
<td>12,269</td>
</tr>
<tr>
<td>Prepaid Insurance and Surety Bond</td>
<td>136,500</td>
</tr>
<tr>
<td>Property Tax and Assessments Receivable</td>
<td>3,322,369</td>
</tr>
<tr>
<td>Miscellaneous Receivable</td>
<td>61,560</td>
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<tr>
<td>Total Other Current Assets</td>
<td>3,532,698</td>
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<tr>
<td><strong>Long-Term Assets</strong></td>
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</tr>
<tr>
<td>Fixed Assets (Net of Depreciation)</td>
<td>1,866,825</td>
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<tr>
<td>Deferred Outflows of Resources</td>
<td>1,837,454</td>
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<tr>
<td>Total Long-Term Assets</td>
<td>3,704,279</td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td>38,099,145</td>
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</table>

<table>
<thead>
<tr>
<th>LIABILITIES</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Liabilities</strong></td>
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</tr>
<tr>
<td>Accounts Payable</td>
<td>40,669</td>
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<td>Credit Card Payable</td>
<td>11,350</td>
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<td>Payroll and Retirement Liabilities</td>
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</tr>
<tr>
<td>Total Current Liabilities</td>
<td>52,131</td>
</tr>
<tr>
<td><strong>Long-Term Liabilities</strong></td>
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</tr>
<tr>
<td>Vacation Payable</td>
<td>121,348</td>
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<tr>
<td>Deferred Inflows of Resources</td>
<td>677,610</td>
</tr>
<tr>
<td>Net Pension Liability</td>
<td>3,176,520</td>
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<tr>
<td>Net OPEB Liability</td>
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<tr>
<td>Community Facilities District Bond Payable</td>
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<tr>
<td>Total Long-Term Liabilities</td>
<td>28,871,598</td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES</strong></td>
<td>28,923,728</td>
</tr>
</tbody>
</table>

<table>
<thead>
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<th>FUND BALANCE</th>
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</thead>
<tbody>
<tr>
<td>Fund Balance</td>
<td>2,422,230</td>
</tr>
<tr>
<td>Net Revenue / (Expenses)</td>
<td>6,753,187</td>
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<tr>
<td><strong>TOTAL FUND BALANCE</strong></td>
<td>9,175,417</td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES &amp; FUND BALANCE</strong></td>
<td>$38,099,145</td>
</tr>
</tbody>
</table>

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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
December 2023 – 50% Year to Date (YTD)

General Fund Budget to Actual

Revenue

Line 2 – Property Taxes & Assessments includes Ad Valorem tax revenue and a redevelopment tax levied by Los Angeles County in December. Minor adjustments will be presented throughout the year. YTD is at 99% due to the property tax apportionment recorded for the year.

Line 3 – Library Fees includes printing fees, video game rentals, community room fees, and passport services. YTD is trending in line with budget.

Line 4 – Grant Reimbursements includes funding from the California State Library Building Forward grant for salaries and benefits. YTD is $4,480.

Line 5 - Interest Income includes earnings from cash and investments held with the County of Los Angeles and the California Cooperative Liquid Assets Securities System investment account (CLASS). YTD is trending over budget at 71% due to higher earnings than anticipated in the budget.

Line 6 – Other Revenue is generated from film rentals, e-rate reimbursement (internet), credit card rebates, and other miscellaneous revenue. Majority of revenue is recognized at the end of the fiscal year. YTD is $621.

Expenses

Line 11 - Salaried includes employee wages and an annual wellness stipend for salaried employees, less a small portion funded from donations and grants. YTD is trending in line with budget.

Line 12 – Hourly includes employee wages and an annual wellness stipend for hourly employees, less a small portion funded for donations and grants. YTD is trending in line with budget.

Line 15 – 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 $1,100 per month per full-time employee. YTD is trending in line with budget.

Line 16 – Health Insurance - Retiree includes health benefits for retired employees. YTD is trending in line with budget.

Line 17 – Other Medical Insurance includes the District’s contribution toward dental, vision, and life insurance for full-time employees. YTD is trending over budget at 71% due to some insurance premiums paid in advance and insurance premiums being higher than anticipated.

Line 18 – Workers’ Compensation insurance based on employee wages by risk category and is paid in full at the beginning of the fiscal year. YTD is 97% of budget.

Line 19 – CalPERS Retirement (Normal Costs) is the District’s portion of employee retirement costs. YTD is trending in line with budget.
Line 20 – 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 97% of budget.

Line 21 – CalPERS UAL Discretionary Payment is a voluntary payment to CalPERS to reduce the unfunded accrued liability of approximately $2.1 M. Budget performance will be reviewed in February to determine how much to transfer. There is no YTD activity.

Line 22 – Payroll Taxes include the District’s portion of federal and state taxes. YTD is trending in line with budget.

Line 26 – Insurance includes property, liability, earthquake and other types of insurance paid in full at the beginning of the fiscal year. YTD is over budget due to a higher Library valuation after the established budget and the payment of an insurance deductible.

Line 27 – Utilities includes electricity, gas, and water for the main library and the Bob Lucas branch. YTD is trending under budget at 43% due to much lower gas bills than anticipated.

Line 28 – County Tax Collection Fees are paid to the County at approximately 1% of property taxes collected in Line 2. Fees will be recorded as taxes are collected in the second half of the fiscal year. YTD is over budget due to higher fees than anticipated.

Line 29 – Other Operating includes membership dues & subscriptions, postage, printing, supplies, software, and non-capitalized office equipment. YTD is trending over budget at 62% due to LAFCO dues and the CSDA membership paid in full at the beginning of the fiscal year and the timing of technical service supply purchases.

Line 30 – Facilities, Grounds & Maintenance includes maintenance contracts, building maintenance and repairs, and landscaping services. YTD is trending in line with budget.

Line 31 – Structures & Improvements includes emergency funds for unanticipated expenses. There is no YTD activity.

Line 32 – Vehicles & Equipment Maintenance includes operating costs of mobile library van, vending machine, and other equipment. Appropriate expenses include car washes, gas, fan, hot spots, vending machine internet, etc. YTD is trending under budget at 46%.

Line 33 – Staff Development, Training & Travel is budgeted for staff conferences, training, and related expenses. YTD is trending in line with budget.

Line 34 – Advertising & Marketing includes general marketing for the District. YTD is trending under budget at 25%.

Line 35 – Miscellaneous Expenses includes banking, payroll processing and timekeeping, and miscellaneous expenses not accounted for in other lines. YTD is trending in line with budget.

Line 38 – Audit & Financial Consulting includes external consulting services and annual audit services. YTD is trending over budget at 60% due to the timing of audit services.
Altadena Library District
Monthly Variance Analysis
December 2023 – 50% Year to Date (YTD)

Line 39 – Legal Fees are for general District matters. YTD is trending under budget at 11% due to less legal services than anticipated.

Line 40 – Consultants - Other includes consulting services for information technology (IT), human resources, and miscellaneous services. YTD is trending under budget at 37% due to the timing of human resource services.

Line 43 – Internet Service / E-Rate includes the total cost of providing internet service to the main library and the Bob Lucas branch. The majority of expenses are recorded quarterly and the e-rate reimbursement is recorded separately in Other Revenue. YTD is trending under budget at 20% due to the delay in quarterly invoicing. YTD represents expenses through September 30th.

Line 44 – Technology Equipment includes office computers and misc. equipment. YTD is trending over budget at 65% due to the purchases of replacement computers at the beginning of the fiscal year.

Line 45 – Technology Maintenance Fees includes maintenance contracts for a printer, copier, and multi-functional machines. YTD is trending over budget at 93% due to multiple annual contract renewals paid through fiscal year end.

Line 46 - Telecommunications includes phone charges for the main library and the Bob Lucas branch. YTD is trending under budget at 28% due to lower monthly bills than anticipated.

Lines 49 - 57 – Library Materials include items available for library members such as: books, downloadables, DVDs, videogames, electronic databases, periodicals, audio CDs, purchase suggestions from members, Library of Things, and the mobile library collection – seed library. Total Library material expenses are trending under budget at 41% due to the timing of purchases.

Lines 60 – 67 – Programs includes program costs for adult, teen, and youth services. It also supports the Summer Reading program, programs for the Bob Lucas Branch, literacy services, outreach services, and volunteer services. Total program expenses are trending over budget at 58% due to the timing of the Adult services and Bob Lucas Branch services and events.

Line 70 - Net Revenue / (Expenses) is the year-to-date use of or (addition to) Operating Reserves. YTD is an addition to reserves of $2,040,583. This will fluctuate throughout the year based on the timing of revenue and expenses.
Donations / Grants Budget to Actual

Revenue

Line 3 – Altadena Library Foundation includes a grant to support operating and program services. Total funds have been received.

Line 4 – Friends of the Library includes a grant to support operating and program services. Total funds have been received.

Line 5 – California Library Literary Services includes annual grant funding to support literacy programs and English as a second language services. Total funds have been received.

Line 6 - California State Libraries Facilities & Equipment includes a carryover from FY 23 for a vending machine and related expenses and website development. Total carryover is greater than projected at the time the budget was established.

Line 7 - Califa includes Stay and Play grant used to support youth services. The grant of $4,500 was not budgeted. Total funds have been received.

Expenses

Line 12 – Salaried includes a portion of salaries at the Bob Lucas Branch paid for by the California Library Literary Services grant. YTD is trending in line with budget.

Line 13 – Hourly includes a portion of hourly wages at the Bob Lucas Brach funded by the California Library Literary Services grant for English as a second language services. YTD is trending in line with budget.

Lines 16-19 – Operating Expenses includes staff recognition, development and training, and miscellaneous furniture and equipment funded by the Altadena Library Foundation and Friends of the Altadena Library. It also includes the purchase of a vending machine and related expenses carried over from FY 23 funding from the Expanding our Footprint grant. YTD is trending under budget at 11% due to the vending machine purchase that will be made later in the year.

Lines 22-30 – Programs includes programing for adults, teens, youth, and all ages, the summer reading program, literacy services, and the Poet’s Laureate. YTD is trending under budget at 26% due to the timing of programs.

Line 33 – Library Materials includes the Mobile Library Collection - Seed Library. There is no YTD activity.

Line 37 – Information Technology includes website development carried over from FY 23 funding from the Expanding our footprint grant. YTD is trending over budget at 92% due to an annual subscription paid at the beginning of the fiscal year.
Line 39 Net Revenue / (Expenses) is the year-to-date balance of unused donations and grant funds. YTD is $238,325 due to the timing of grant expenses which will be incurred throughout the fiscal year.
Since our last board meeting the team has continued our weekly Monday meetings with a focus on the following:

a. Community Focus Group – Future meetings are being planned as needed for the Main Library project.

b. Offsite Facilities – The committee is in discussions with the County of Los Angeles Parks and Recreation about the use of available facilities at Loma Alta Park. We also continue to explore other potential sites for additional storage or library space.

c. Architectural Services – The Bob Lucas Branch plans are nearing approval by Regional Planning, Building & Safety, and other departments. Design development is complete for the Main Library, and ABA has begun the Construction Documents phase.

d. Coordination with County departments – The planning hearing for the Bob Lucas CUP will be held on January 23. Meanwhile, the design team is working through the last remaining comments from LA County Public Works departments for plan approval. The Main Library has been submitted to Regional Planning for a CUP.

e. Project Schedule - We are currently anticipating start of construction for the Bob Lucas Library in April of 2024, with the Main Library starting in April of 2025. Upon the anticipated approval of the CUP for the Bob Lucas Library, we plan to issue an RFP for Construction Services, as well as one for Inspection Services.

f. Communications and Community Outreach – The Communications Working Group has developed a communications plan to guide community outreach for the building projects. We are planning a series of videos, emails, and direct mail pieces to help inform the community about the building projects and library services.

g. CEQA Services – Chambers Group is nearing completion of the Initial Study checklist.

h. Bob Lucas Historical Preservation: The committee is working to get a proposal for photographic documentation of the mural prior to construction.

i. Main Library parking options: Julian Garcia and Daniel Quintana from L.A. County Traffic, Safety, and Mobility attend the July 31 committee meeting to provide an update on progress on the street parking plan. Two options were presented, both of which include angled parking and a bike lane. These options have also been presented to the Altadena Town Council. The Traffic, Safety and Mobility department will continue outreach on the subject.
Our Board of Trustees Handbook lists—in Section 10-- the requirements for Trustees to stay current on certain education topics during their terms.

As a general guideline, the handbook states: “Trustees are encouraged to attend educational conferences and professional meetings when the purposes of such activities are to improve Board and/or District operations. Attendance at such educational conference and professional meetings are considered a part of an official’s performance of their official duties for the Altadena Library District.”

But some training is mandatory. Trustees are also required by law to receive 2 hours of ethics training within 1 year of election or appointment and at least once every two years after that pursuant to Government Code §§53234-53235.2.

Additionally, Government Code §§53237-53237.5 requires each local agency official to receive sexual harassment prevention training. Trustees shall receive at least two hours of sexual harassment prevention training and education within the first six months of taking office, and every two years thereafter.

The California Special District Association offers a wide variety of on-line training programs, many of which are offered at no cost. Log in to www.CSDA.net for more information.
TITe: Review and Approval of the Request for Proposals (RFP) for Construction Inspection and/or Soils Engineering On-Call Services

BACKGROUND:

The Facilities Committee has been working in coordination with our capital project manager, Jennifer Pearson, of Huckabee Inc., our architectural team from Anderson Brule Architects and our attorney, Kevin Flautt, of Kronick, Moskovitz, Tiedemann and Girard to produce the RFP to select a pool of special inspectors, soils engineers, and engineering geologists for on-call services for both library construction projects.

These services are required by Los Angeles County for certain construction projects, and vary from project to project depending on the specific project scope. Certain permits cannot be obtained without prior engagement of qualified inspectors, soils engineers, and/or engineering geologists. With a pool of qualified consultants, we will be able to respond to the County requirements and obtain the necessary permits for the projects.

The RFP follows this staff report and outlines the proposal requirements, process and criteria for selection of consultants for the project. It also includes a sample agreement.

We plan to post this RFP on BidNet on January 24, 2024. The RFP will remain open for proposals to be submitted through February 23, 2024. The Facilities Committee will designate a scoring team and bring a recommendation to the Board of Trustees at their regular March 2024 meeting.

FISCAL IMPACT

The fiscal impact is unknown at this time, but the current budget for construction inspection services is approximately $242,000 total for both projects.

RECOMMENDATION

Staff recommends that the Board of Trustees review and approve the RFP for Proposal and Contract Documents for the Bob Lucas Memorial Library and Literacy Construction Project.
REQUEST FOR PROPOSALS

FOR

CONSTRUCTION INSPECTION AND/OR SOILS ENGINEERING SERVICES ON-CALL SERVICES

- PROPOSALS DUE BY FEBRUARY 23, 2024, at 5:00 p.m.
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Attachment A - Professional Services Agreement Sample

*Note: This RFP does not constitute an order for the goods or services specified.*
REQUEST FOR PROPOSALS

RFP ISSUE DATE:
January 24, 2024

CONTACT:
Jennifer Pearson, Capital Projects Manager
Email: jennifer.pearson@huckabee-inc.com
Phone Number: 310-266-5144

PROPOSAL DUE
February 24, 2024 by 5:00 PM
All proposals must be submitted at: https://www.bidnetdirect.com/california/ald.
SECTION I
PURPOSE OF REQUEST FOR PROPOSAL
AND GENERAL TERMS AND CONDITIONS

1.0 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The Altadena Library District (ALD) is requesting proposals from (1) construction inspection/testing professionals, and (2) soils engineering/geotechnical professionals to provide services related to the planned renovations and additions to the Bob Lucas Memorial Branch Library & Literacy Center (Branch) and/or the Altadena Main Library.

ALD is requesting proposals for the purpose of establishing an on call pool of qualified consultants for one or both of these projects. ALD is open to proposals from firms with experience and qualifications in one or both areas of expertise. Additionally, ALD may select several firms for one or both projects as it deems appropriate and as tailored to the individual needs of each project.

1.1 QUESTIONS REGARDING THE RFP

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

1.2 ERRORS AND OMISSIONS

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its attachments, they shall immediately notify Altadena Library District of such error in writing and request modification or clarification of the document. Modifications will be made by addenda. Clarifications will be given by written notice to all parties who have been furnished or who have requested an RFP for proposing purposes, without divulging the source of the request for same. If a Proposer fails to notify Altadena Library District prior to the date fixed for submission of proposals of an error in the RFP known to them, or an error that reasonably should have been known to them, and if awarded the contract, the Proposer will not be entitled to additional compensation or time by reason of the error or its later correction.

1.3 ADDENDA

The Altadena Library District may modify this RFP, any of its key action dates, or any of its attachments. Addenda will be numbered consecutively as a suffix to the RFP 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 Proposal 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 February 23, 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/ PARTIAL AWARD

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.

Altadena Library District further reserves the right to award a construction inspection/testing services contract to one proposer and a soils engineering/geotechnical services contract to another proposer, or to award only a contract for only one of these services or any part thereof for either of the identified projects, or to award both scopes of work to one Proposer in its sole discretion and as it deems appropriate for the best interests of the Altadena Library District.

Again, Altadena Library District is requesting proposals for the purpose of establishing an on call pool of qualified consultants for one or both of these projects. And as such, ALD may select several firms for one or both projects as it deems appropriate and as tailored to the individual needs of each project, in the best interests of the Altadena Library District.

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. Proposers are specifically advised that this is a public works project, and as such may be subject to prevailing wage, DIR requirements, etc. All of these requirements should be priced into proposals.

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 for ALD and all of its personnel and agents, in addition to waivers of subrogation, completed operations coverage and waivers of contribution.

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 Two million ($2,000,000) per occurrence and subject to an annual aggregate of Four million ($4,000,000). 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 per occurrence 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. Aggregate insurance coverage shall be in the amount of $2,000,000.

**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 affect 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 will perform any work on the Project described herein, Proposer shall keep in full force and effect Professional Liability coverage with a limit of One Million ($1,000,000) per claim and Two Million ($2,000,000) 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 and will be in the best interests of the 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 two years. 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 (60) days written notice.

1.16 CONTRACTUAL DOCUMENTS

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

1. Altadena Library District Agreement;
2. Altadena Library District Request for 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's 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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of Request for Proposal</td>
<td>January 24, 2024</td>
</tr>
<tr>
<td>Last Day for Submission of Questions</td>
<td>February 9, 2024</td>
</tr>
<tr>
<td>District Response to Questions</td>
<td>February 14, 2024</td>
</tr>
<tr>
<td>Deadline for Receipt of Proposals</td>
<td>February 23, 2024</td>
</tr>
<tr>
<td>Evaluation</td>
<td>February 29, 2024</td>
</tr>
<tr>
<td>Optional Interview if Required</td>
<td>March 1, 2024</td>
</tr>
<tr>
<td>Selection presented to Board of Trustees</td>
<td>March 25, 2024</td>
</tr>
<tr>
<td>Tentative Start Date</td>
<td>April 1, 2024</td>
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*NOTE: The dates subsequent to receipt of proposal may be adjusted without further notice.

SECTION III

PROPOSER QUALIFICATIONS

3.0 QUALIFICATIONS

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. All professionals performing services for the ALD shall possess the appropriate professional licenses, and be in good standing with their licensing authorities.

b. The Proposer member(s) with primary responsibility for the services provided to the ALD shall have at least 10 years' experience (or comparable) in providing construction inspection/testing and/or soils engineering/geotechnical services.

c. The Proposer shall procure and maintain the insurance required, for the duration of the contract, to insure against claims for injuries to persons or damages to ALD property arising from or in connection with the performance of the work performed as set forth in Sample Agreement.

d. The Proposer shall verifiably demonstrate substantial knowledge and experience working with and within the requirements and processes applicable to Los Angeles County Public Construction Projects. Ideally, the Proposer will have actually performed work for the County and in response to Los Angeles County RFP's. Inasmuch as Los Angeles County has a roster
of approved special inspectors, ALD requests that any firms responding for special inspectors be either already approved and on this roster or in a position wherein the Proposer can promptly secure such approval.

SECTION IV

SCOPE OF WORK

4.0 SCOPE OF WORK

The scope of services for the Proposer is to provide all needed construction inspection/testing and/or soils engineering/geotechnical services for the works of improvement to the Bob Lucas Memorial Branch Library & Literacy Center and/or the Altadena Main Library. Complete Specifications for the planned improvements are available upon request.

Special inspections required for the projects may include inspections of structural steel, concrete, masonry, and/or welding per Chapter 17 of the LA County Building Code. Proposers shall indicate the inspection categories for which they are proposing.

Proposers whose proposals include soils engineering/geotechnical services will specifically perform services for ALD to provide any and all required or requested investigations and reports by an approved soil testing agency, geotechnical engineer and/or engineering geologist, as required by any LA County Building Code Ordinance, including but not limited to Ord. 2016-0053 § 109, 2016. (See, e.g. Appendix J to Building Code Ordinance)

Proposer shall provide a monthly detailed accounting of its efforts that describes the time, professional working, and a brief description of the work performed with a summary page of the key areas reflecting the overall time and dollar expenses.

4.1 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, in the District's sole discretion.

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 professional 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. 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. Proposer should indicate which services they propose to provide relevant to this RFP. 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 and shall further state: 1) the company name, 2) address, 3) telephone number 4) fax number 5) business license number and 6) designated contact name.

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 professional 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 requested services in the Proposer's overall business model.
5) List all disciplinary actions, administrative proceedings, malpractice claims or other like proceedings against the Proposer or any of its personnel relating to your firm's services as legal services, whether current, pending, or occurring in the last five (5) years. Please indicate disposition of each claim.
b. SECTION II– PERSONNEL

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

c. SECTION III – QUALIFICATIONS

Proposer shall provide a clear understanding of the services required by the District in response to Section 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 provide a fee schedule of firm, fixed, fully-loaded hourly rates (or flat rates depending on the scope of work) for the services identified in Section IV Scope of Work. The hourly rate will include travel to and from the off-site workplace to the on-site workplace. Additionally, include a fee schedule for possible additional services.
ATTACHMENT A
THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of ____________, 20__, by and between the ALTADENA LIBRARY DISTRICT (hereinafter referred to as “DISTRICT”) and __________________________ (hereinafter referred to as “CONSULTANT”).

W I T N E S S E T H:

A. WHEREAS, DISTRICT desires to enter into this Agreement for services for _______________; and

B. WHEREAS, DISTRICT desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. DEFINITIONS.

   a. The term "DISTRICT Manager" shall mean the duly appointed DISTRICT Manager of the DISTRICT or his/her designated representative.

   b. The term "DISTRICT Attorney" shall mean the duly appointed DISTRICT Attorney of the Altadena Library District or his/her designated representative.

   c. The term "DISTRICT Clerk" shall mean the duly appointed DISTRICT Clerk of the DISTRICT or his/her designated representative.

3. PROJECT COORDINATION.

   a. DISTRICT. The DISTRICT Manager shall be representative of DISTRICT for all purposes under this Agreement. The DISTRICT Manager or designee is hereby designated as the PROJECT MANAGER. The PROJECT MANAGER shall supervise the progress and execution of this Agreement.

   b. CONSULTANT. The CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this
Agreement for CONSULTANT. ________________________ is designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason, the CONSULTANT shall immediately notify PROJECT MANAGER of the name of the new PROJECT DIRECTOR.

4. **SCOPE AND PERFORMANCE OF SERVICES.**

   a. **Services to be Furnished.** Subject to such policy direction and approvals as the DISTRICT through its staff may determine from time to time, CONSULTANT shall perform the services set forth in the "Scope of Services" as set forth in the RFP for this work and incorporated herein by reference.

      CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT’s obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities/ and or Payment as attached hereto as Exhibit B.

   b. **Standard of Quality.** All work performed by CONSULTANT under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT’s field of expertise.

   c. **Compliance with Laws.** CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. In the event that CONSULTANT believes that there is a conflict between existing and applicable federal, state and/or local law, codes, ordinances, regulations, orders and decrees, that would preclude CONSULTANT from complying with the requirements set forth in this paragraph, CONSULTANT shall notify DISTRICT in writing, and meet and confer with DISTRICT to determine an appropriate course of action. CONSULTANT represents and warrants to DISTRICT that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature, which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to DISTRICT that CONSULTANT shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for CONSULTANT to practice its profession or are necessary and incident to the due and lawful execution of the services it performs under this Agreement. CONSULTANT shall at all times during the term of this Agreement, and for one year thereafter, provide written proof of such licenses, permits, insurance, and approvals upon request by the DISTRICT. The DISTRICT is not responsible or liable for CONSULTANT’s failure to comply with any or all of the requirements contained in this paragraph.

5. **COMPENSATION.**

   For the full performance of the services described herein by CONSULTANT, DISTRICT shall pay CONSULTANT $____ per hour for professional services and travel time; $0.___ cents per mile traveled; and all reasonable expenses incurred during the course of the
work; provided, however, that compensation shall not exceed ___________________ dollars ($______). The method and timing of payment to CONSULTANT shall be as set forth in the RFP for this work, incorporated herein by reference.

6. **ADDITIONAL SERVICES.** CONSULTANT shall not commence any work exceeding the Scope of Services without prior written authorization from DISTRICT. CONSULTANT agrees to perform such work only if requested in writing by DISTRICT and shall bill for such services in a separate agreement.

7. **TERM.** This Agreement shall be effective and shall remain in effect for two years, or until terminated as provided herein.

8. **SUSPENSIONS; TERMINATION; EXTENSIONS.**

   a. **Right to Suspend or Terminate.** The DISTRICT Manager may suspend or terminate this Agreement for any reason by giving ten (10) days' written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall immediately discontinue its performance under this Agreement. CONSULTANT may suspend or terminate this Agreement for any reason by giving thirty (30) days' written notice to DISTRICT. CONSULTANT shall not discontinue its performance under this Agreement until such notice period has expired.

   b. **Termination for Cause.** Should CONSULTANT fail within three (3) working days from receipt of DISTRICT’s written notice to correct any deficiencies related to failure to perform the Work in accordance with this Agreement including its Exhibits; failure to comply with the directions of DISTRICT; or failure to pay its creditors, DISTRICT may terminate this Agreement. Following a termination for default, DISTRICT shall have the right to take whatever steps it deems necessary to correct and complete the work and charge the cost thereof to CONSULTANT, who shall be liable for the full cost of DISTRICT’s corrective action, including reasonable overhead, profit, and attorneys’ fees.

   c. **Extension of Time.** Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the DISTRICT in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

   d. **Delay.** The Consultant shall at all times employ such force, plant, materials, and tools as will be sufficient, in the opinion of the DISTRICT Engineer, to prosecute the Work at not less than the rates fixed under the terms of the Contract and to complete the Work thereof within the time limits fixed therein. If the Consultant refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will ensure the completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within such time, DISTRICT may exercise the termination provisions set forth herein.

   e. **Excusable Delay.** Excusable delays shall be delays in the controlling operation of the Consultant's work due to strikes, lockouts by others, fire, earthquake, unusual delay in transportation, unavoidable casualties, adverse weather conditions which could not have been reasonably anticipated, epidemic or pandemic, or any other act(s) of God beyond the Consultant's
control, or by delay authorized by the DISTRICT, or by any cause which DISTRICT shall decide to justify the delay. Except as provided below, in the event of an excusable delay, the time of completion shall be extended for such reasonable time as DISTRICT may decide. The Consultant’s right to an extension of time for an excusable delay is expressly subject to Consultant’s giving written notice of such claim within fifteen (15) days as set forth below following the date the Consultant knew or should have known of the delay. Such notice shall include all of the following and be made in the following manner in order to be valid:

1. written documentation as to the asserted cause of the delay, including identification of parties (individuals, private entities or public entities) asserted to be responsible, with such parties’ contact information and an explanation as to why such party is asserted to be causing a delay, and any written evidence of the delay asserted to be caused by such party;

2. a detailed description of mitigation efforts undertaken by the Consultant, or reasons why such mitigation efforts are not practical;

3. an estimate as to the anticipated length of delay and monetary impact caused by the delay in dollars;

4. if the asserted cause for delay involves government orders, directives or legal proceedings, a copy of all applicable orders and identification by court case number of any such legal proceeding as to why such orders or legal proceedings are asserted to be causing a delay; and notice must be submitted in writing to the DISTRICT Engineer at the DISTRICT before 5:00 p.m. on the fifteenth (15th) day following the date the Consultant knew or should have known of the delay. Failure to give such notice shall be construed as a waiver of such right. It is understood and agreed that extensions of time shall be the Consultant's sole and exclusive remedy for excusable delays.

f. Payment. Upon such suspension or termination, CONSULTANT shall be paid for all services actually rendered to DISTRICT to the date of such suspension or termination.

g. Rights and Remedies. The rights and remedies of the DISTRICT provided in this Section are in addition to any of the rights and remedies provided by the law or under this Agreement.

9. CLAIMS. If any dispute shall arise between DISTRICT and CONSULTANT regarding performance of the work, or any alleged change in the work, CONSULTANT shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to DISTRICT within ten (10) days after commencement of the disputed work. CONSULTANT’s failure to give written notice within the ten (10) day period constitutes an agreement by CONSULTANT that it will receive no extra compensation for the disputed work.

10. INSPECTION. CONSULTANT shall furnish DISTRICT with every reasonable opportunity for DISTRICT to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the PROJECT MANAGER’S inspection and approval. The inspection of such work shall not relieve CONSULTANT of
any of its obligations to fulfill its agreement as prescribed. Any materials created by CONSULTANT shall become the property of DISTRICT upon delivery. CONSULTANT shall not be held liable for any reuse of the DISTRICT-owned materials for purposes outside this Agreement.

11. **INDEPENDENT JUDGMENT.** Failure of DISTRICT to agree with CONSULTANT’s independent findings, conclusions or recommendations, if the same are called for in this Agreement, on the basis of differences in matters of judgment shall not be construed as a failure on the part of the CONSULTANT to meet the requirements of this Agreement.

12. **ASSIGNMENT; SUBCONSULTANTS; EMPLOYEES.**

   a. **Assignment.** CONSULTANT shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation or interest in or to the same or any part thereof without the DISTRICT’s prior written consent. Any assignment without such approval shall be void and, at DISTRICT’s option, shall terminate this Agreement and any license or privilege granted herein.

   b. **Subconsultants; Employees.** CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT hereunder. No subconsultant of CONSULTANT will be recognized by DISTRICT as such; rather, all subconsultants are deemed to be employees of CONSULTANT, and CONSULTANT agrees to be responsible for their performance. CONSULTANT shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subconsultants, if any, and shall keep the work under its control. If any employee or subconsultant of CONSULTANT fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately from the work under this Agreement on demand of the PROJECT MANAGER.

13. **INTEREST OF CONSULTANT.**

   a. **No Conflict of Interest.** CONSULTANT (including principals, associates and professional employees) covenants and represents that it presently has no investment or interest, and shall not acquire any investment or interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONSULTANT further covenants and represents that it does not now have and shall not acquire any source of income, business entity, interest in real property or investment which would be affected in any manner or degree by the performance of CONSULTANT’s services hereunder. CONSULTANT further covenants and represents that no person having any such investment or interest shall perform any services under this Agreement.

   b. **Independent Contractor.** It is expressly agreed that, in the performance of the services hereunder, CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of DISTRICT. CONSULTANT, its officers, employees, agents, and subconsultants shall have no power to bind or commit the
DISTRICT to any decision or course of action, and shall not represent to any person that they have such power.

c. **Financial Records.** CONSULTANT shall retain all financial records, including, but not limited to, documents, reports, books, and accounting records that pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement. CONSULTANT or any of its duly authorized representatives shall, with reasonable notice, have access to and the right to examine, audit, and copy such records.

14. **INDEMNITY.**

   a. To the fullest extent permitted by California law, Consultant shall indemnify, defend with counsel of the DISTRICT’s choosing, and hold harmless the DISTRICT, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys’ fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the DISTRICT.

   b. The provisions of this Section shall survive termination or suspension of this Contract and no other provision of this Agreement or any attachment thereto shall reduce the indemnification obligations imposed under this Section.

15. **WORKERS' COMPENSATION.**

   a. **Covenant to Provide.** CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

   b. **Waiver of Subrogation.** CONSULTANT and CONSULTANT's insurance company agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officials, agents, and employees for losses paid under CONSULTANT's workers' compensation insurance policy which arise from the work performed by CONSULTANT for DISTRICT.

   c. **Coverage.** CONSULTANT shall obtain workers' compensation insurance in the amounts and form outlined in Section 16 of this Agreement.

   d. **Prevailing Wage.** To the extent that the work contemplated under this Contract is a public work for the purposes of Labor Code section 1720, and is subject to the payment of prevailing wages, the Consultant shall separately sign the "Certificate of Compliance with Labor Code § 3700" which is attached hereto an incorporated herein as Exhibit D. Consultant shall also comply with the provisions of the "Labor Compliance Requirements" which are attached hereto an incorporated herein as **Exhibit E.**
16. **INSURANCE.**

e. CONSULTANT shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the DISTRICT as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best’s rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

f. Prior to execution of this Contract and prior to commencement of any work, the CONSULTANT shall furnish the DISTRICT with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The CONSULTANT and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the DISTRICT. The maintenance by CONSULTANT and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of CONSULTANT or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the DISTRICT as a material breach of this Contract. Approval of the insurance by the DISTRICT shall not relieve or decrease any liability of CONSULTANT.


   (i) CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CONSULTANT’s general liability policies shall be primary and shall not seek contribution from the DISTRICT’s coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that DISTRICT and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

   (ii) Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided the DISTRICT.

   (iii) Coverage shall state that CONSULTANT insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
(iv) Coverage shall contain a waiver of subrogation in favor of the DISTRICT.

2. Business Automobile Liability. CONSULTANT shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than one million dollars ($1,000,000) per accident.

3. Workers’ Compensation and Employers’ Liability. CONSULTANT shall maintain Workers’ Compensation Insurance and Employer’s Liability Insurance with limits of at least one million dollars ($1,000,000). CONSULTANT shall submit to DISTRICT, along with the certificate of insurance, a waiver of subrogation endorsement in favor of DISTRICT, its officers, agents, employees, and volunteers.

4. Professional Liability. Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars ($2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

5. All Coverages.

(i) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days’ prior written notice has been given to the DISTRICT, except that ten (10) days’ prior written notice shall apply in the event of cancellation for nonpayment of premium.

(ii) All self-insurance, self-insured retentions, and deductibles must be declared and approved by the DISTRICT.

(iii) Evidence of Insurance - Prior to commencement of work, the CONSULTANT shall furnish the DISTRICT with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The CONSULTANT must agree to provide complete, certified copies of all required insurance policies if requested by the DISTRICT.

(iv) Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

(v) Subcontractors and CONSULTANTS - A category of risk and the applicable insurance requirements will be determined on a “per subcontractor” or “per consultant” basis, considering the particular work to be done by the subcontractor.
or consultant and the interrelationship of that work to other work being conducted by the CONSULTANT.

6. No other provision of this Agreement or any attachment thereto shall reduce the insurance obligations imposed under this Section

   c. In addition to any other remedy the DISTRICT may have, if CONSULTANT fails to maintain the insurance coverage as required in this Section, the DISTRICT may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the DISTRICT may deduct the cost of such insurance from any amounts due or which may become due CONSULTANT under this Contract.

   d. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless CONSULTANT has provided thirty (30) days' prior written notice by certified mail, return receipt requested, to the DISTRICT.

   e. Any deductibles or self-insured retentions in excess of $10,000 must be declared to, and approved by, the DISTRICT.

The requirement as to types, limits, and the DISTRICT’s approval of insurance coverage to be maintained by CONSULTANT are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract.

17. NOTICE. Any notices or other communications to be given to either party under this Agreement shall be in writing, shall be delivered to the addresses set forth below, and shall be effective, as follows:

   a. By personal delivery, effective upon receipt by the addressee;

   b. By facsimile, effective upon receipt by the addressee, so long as a copy is provided by certified U.S. mail, return receipt requested, postmarked the same day as the facsimile;

   c. By certified U.S. mail, return receipt requested, effective 72 hours after deposit in the mail.

   DISTRICT:

   CONSULTANT: [NAME AND ADDRESS]

Either party may change its address for notices by complying with the notice procedures in this Section.
18. **AGREEMENT BINDING.** The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns and subconsultants of both parties.

19. **WAIVERS.** The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions, ordinance, or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance, or law or of any other term, covenant, condition, ordinance, or law. The subsequent acceptance by either party of which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

20. **COSTS AND ATTORNEYS' FEES.** If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. **NONDISCRIMINATION.** No discrimination shall be made in the employment of any person under this Agreement on the basis of race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, disability, or place of birth.

22. **VENUE.** Any action arising out of this Contract shall be brought in Solano County, California, regardless of where else venue may lie.

23. **TIME OF ESSENCE.** CONSULTANT understands and agrees that time is of the essence in the completion of the work and services described in the Scope of Services.

24. **AGREEMENT CONTAINS ALL UNDERSTANDINGS.** This document represents the entire and integrated agreement between DISTRICT and CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both DISTRICT and CONSULTANT. All provisions of this Agreement are expressly made conditions. This Agreement shall be governed by the laws of the State of California and interpreted as if written by both parties.

**IN WITNESS WHEREOF,** DISTRICT and CONSULTANT have executed this Agreement the day and year first above written.

**ALTADENA LIBRARY DISTRICT**

________________________________
DISTRICT Manager

Date:________________________
ATTEST:

________________________________
DISTRICT Clerk
Date:________________________

APPROVED AS TO FORM:

________________________________
DISTRICT Attorney
Date:________________________

CONSULTANT:

________________________________
[NAME AND POSITION]
Date:_________________________
CONSULTANT shall provide DISTRICT with the following services pursuant to this Agreement:

CONSULTANT shall perform ________________________ services relative to ________________________ matter involving ______________________________. Such services may include: reviewing materials supplied by the DISTRICT relative to the specific assignment(s), conducting ________________________.

Payment for services rendered under this contract will be based on time spent for investigative services, at a rate of $_____ per hour; travel expenses, $0.____ per mile traveled; and all reasonable expenses incurred.
Exhibit B

(Schedule of Activities)

The schedule of activities shall adhere to the assignment schedule as described in the engagement letter prepared by CONSULTANT. The assignment will begin immediately upon execution of the agreement between DISTRICT and CONSULTANT.
Exhibit C

(Method and Timing of Payment)

The Method and Timing of Payment shall be monthly billing based on the work performed, and as invoiced in detail by CONSULTANT to DISTRICT.
EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: 

[Title]
EXHIBIT E

LABOR COMPLIANCE REQUIREMENTS

1. PREVAILING WAGE

(a) The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Consultant and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at DISTRICT Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Consultant shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

(b) The DISTRICT will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the DISTRICT.

(c) By executing this Contract Consultant warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

2. PREVAILING WAGE RECORDS

(a) The Consultant and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Consultant /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Consultant's principal office. These records shall be maintained during the course of the Work. The Consultant and all subcontractors shall make the certified payroll records available for inspection by DISTRICT representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

(b) The DISTRICT shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the DISTRICT the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.
(c) To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

(d) The DISTRICT will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in entering into the Contract, and will not under any circumstances, other than caused by the DISTRICT, or the DISTRICT’s agents, be considered as the basis of a claim against the DISTRICT.

3. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.”

4 Eight-Hour Day Limitation

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Consultant, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the DISTRICT. It is hereby further agreed that, except as provided in (a) above, the Consultant shall forfeit as a penalty to the DISTRICT the sum of twenty-five dollars ($25) for each worker employed in the performance of the Contract by the Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

(a) The Consultant's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby
incorporated by reference into this Contract. As applicable, the Consultant or any Subcontractor employed by the Consultant in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.
TITLE: Review and Approval of the Request for Proposals (RFP) for Proposal and Contract Documents for the Bob Lucas Memorial Library and Literacy Construction Project

BACKGROUND:

The Facilities Committee has been working in coordination with our capital project manager, Jennifer Pearson, of Huckabee Inc., our architectural team from Anderson Brule Architects and our attorney, Kevin Flautt, of Kronick, Moskovitz, Tiedemann and Girard to produce the RFP to hire a construction company to complete the Bob Lucas Memorial Library and Literacy Center renovation project.

Previous to this, the Board of Trustees approved the Bob Lucas Library Design Documents in September 2022, giving Anderson Brule Architects the ability to produce Construction Documents to be used to hire a construction firm.

The RFP follows this staff report and outlines the proposal requirements, process and criteria for selection of a contractor for the project. It also includes a sample Owner-Contractor contract.

We will be attending a public hearing with Los Angeles County the day after the Board meeting on January 23, 2024. As long as the Conditional Use Permit is approved, as we believe it will be, we will plan to post this RFP on BidNet on January 24, 2024. The RFP will remain open for proposals to be submitted through March 4, 2024. The Facilities Committee will designate a scoring team and bring a recommendation to the Board of Trustees at their regular March 2024 meeting.

FISCAL IMPACT

The fiscal impact is unknown at this time, but the architect’s current cost estimate for the project is approximately $3.2 million.

RECOMMENDATION

Staff recommends that the Board of Trustees review and approve the RFP for Proposal and Contract Documents for the Bob Lucas Memorial Library and Literacy Construction Project.
ALTADENA LIBRARY DISTRICT

REQUEST FOR PROPOSALS
PROPOSAL AND CONTRACT DOCUMENTS
FOR
BOB LUCAS MEMORIAL LIBRARY AND LITERACY CENTER CONSTRUCTION PROJECT

• Proposals will be received by Nikki Winslow electronically on https://www.bidnetdirect.com/california/ald until 3:00 pm on March 4, 2024.
PART 1: PROPOSAL REQUIREMENTS
REQUEST FOR PROPOSALS

Proposals will be received electronically at https://www.bidnetdirect.com/california/ald until 3:00 pm on March 4, 2024, at which time proposals will be opened for the:

BOB LUCAS MEMORIAL LIBRARY AND LITERACY CENTER

CONSTRUCTION PROJECT

The proposed work consists of renovation and additions to the Bob Lucas Memorial Library and Literacy Center at 2659 LINCOLN AVENUE, ALTADENA, CA 91001. Work includes but is not limited to construction of certain improvements to the existing Library Center as set forth in the Plans and Specifications for the Project, available electronically at https://www.bidnetdirect.com/california/ald.

Completion of Work: All work shall be completed within:

- Building Renovation and Improvements, 365 Calendar Days from Notice to Proceed.

Obtaining Contract Documents: Contract Documents, including Plans and Specifications for the Project, may be obtained online at https://www.bidnetdirect.com/california/ald.

Questions: Project-specific questions must be made in writing and sent to the District's Capital Projects Manager, Jennifer Pearson, at jennifer.pearson@huckabee-inc.com. If appropriate, the District will post responses to proposer questions received at https://www.bidnetdirect.com/california/ald. The cutoff date for submittal of questions is 5:00 pm on February 19, 2024, local time.

Job Walk: There will be a job walk on February 2, 2024 at 9:00am local time, at 2659 LINCOLN AVENUE, ALTADENA, CA 91001. Attendance at the job walk is highly recommended but is not mandatory.

Submission of Proposals: All proposals must be submitted not later than the date and time prescribed. The proposer is wholly responsible to ensure its proposal is submitted on the date and at the time and place designated for the opening of proposals. Any proposal received after the time and date specified shall not be considered. Any proposal may be withdrawn prior to the scheduled time for opening proposal. Each proposal must conform and be responsive to this notice and shall be made on the official proposal forms furnished with the Contract Documents.

Contractor's License: Proposers must possess a current Class B General Contracting license issued by the State of California, in addition to such other licenses as may be necessary to perform any and all contract work, at the time the proposal is submitted.

Contractor Registration: All Proposers and listed subcontractors must have registered with the California State Department of Industrial Relations pursuant to Labor Code section 1725.5 prior to submitting a proposals. Furthermore, a Contractor and all subcontractors must be registered pursuant to Labor Code section 1725.5 before entering into a contract to work on a public project.
Award: The award shall be made to the most qualified proposer in the best interests of the District, in the sole discretion of the District. The lowest cost proposal shall not necessarily be the most qualified proposal selected. Pursuant to District Purchasing Policy Section 6-1, the District will strive to purchase from the lowest responsible proposer. However, cost shall not be the sole factor in selecting vendors to provide products and services necessary for operations. Value, future costs, and quality of service shall be given equal weight. The award of the Contract will be made by the Altadena Library District Board of Trustees in a noticed meeting, and the Contractor shall execute the Contract within ten (10) days after it has received the signed Contract from the District following award. A notice of intent to award the Contract is not the formation of a contract, and is not binding on the District in any manner unless and until the Contract is formally awarded by the Board as set forth above.

Rejection of Proposals: The District reserves the right to reject any and all proposals, or to waive immaterial irregularities in any proposal. Any proposal not conforming to the intent and purpose of the Contract Documents may be rejected. The District reserves the right to make all awards in the best interest of the District. Should all proposals be rejected, the District may re-advertise and seek proposals at a later date, in its sole discretion.

Disqualification of Proposer: If there is a reason to believe that collusion exists among any Proposers, none of the proposals of the participants in such collusion will be considered and the District may likewise elect to reject all proposals received.

Wage Rates: Proposers are hereby notified that the California Department of Industrial Relations has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the work. Copies of the current schedules for prevailing wages applicable to this project are on file in the District’s office. It shall be mandatory for the Contractor and any subcontractor under it to pay not less than the said specified rates to laborers and workmen employed by them in the execution of the Contract.

Bonds: The successful Proposer will be required to furnish a payment bond in an amount equal to one hundred percent (100%) of the Contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price.
INSTRUCTIONS TO PROPOSERS

Each Proposal shall be in accordance with the Contract Documents.

1. Plans

Additional copies of full scale plans may be obtained as specified in the Request for Proposals.

2. Local Conditions

   (a) The Proposer shall examine carefully the site of the work contemplated and the Contract Documents. The submission of a proposal shall be conclusive evidence that the Proposer has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Contract Documents.

   (b) Where the Architect and/or Engineer has made investigations of surface and subsurface conditions in areas where work is to be performed under the Contract, or in other areas, some of which may constitute possible local material sources, such investigations were made only for the purpose of study and design. Where such investigations have been made, Proposers and/or the selected Contractor may, upon written request, inspect the records of the Architect/Engineer as to such investigations subject to and upon the conditions hereinafter set forth. Such inspection of records may be made at the office of the Architect/Engineer.

   (c) The records of such investigations are not a part of the Contract and are made available for inspection solely for the convenience of the Proposer or selected Contractor. It is expressly understood and agreed by Proposer or the selected Contractor that neither the District nor the Architect or Engineer assumes any responsibility whatsoever with respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretation set forth therein or made by the Architect or Engineer in their use thereof, and there is no representation, warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are correct or representative of those existing throughout such areas or any part thereof, or that unanticipated developments may not occur or that materials other than, or in proportions different from, those indicated may not be encountered.

   (d) The availability or use of information described in this section or the special conditions is not to be construed in any way as a waiver of the provisions of this section and a Proposer or selected Contractor is cautioned to make such an investigation and examination as it deems necessary to satisfy itself as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from such property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the Specifications.

   (e) No information derived from such inspection of records of investigations or compilations thereof made by the Architect, the Engineer or the Engineer's assistants, will in any way relieve the Proposer or Contractor from any risk or from properly fulfilling the terms of the Contract.

   (f) Information derived from inspection of topographic maps, or from Plans showing location of utilities and structures will not in any way relieve the Contractor from any risk, or from
properly examining the site and making such additional investigations as it may elect, or from properly fulfilling all the terms of the Contract.

(g) Each Proposer shall inform itself of, and the Proposer awarded a Contract shall comply with, federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

3. Form of Proposal and Signature

(a) Proposals shall be submitted only on the forms attached hereto as hereinafter directed. The Proposer shall state in figures the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies or machinery, and perform the work required by the Specifications. Proposal prices will be deemed to include all applicable fees and taxes including sales tax. If the Proposal is made by an individual, it shall be signed by the individual and the individual's full name and address shall be given; if it is made by a partnership, it shall be signed with the co-partnership name by a member of the partnership, who shall also sign the member's own name, and the name and address of each member of such partnership shall be given; and, if it is made by a corporation, the name of the corporation shall be given and it shall be signed by its duly authorized officer or officers attested by the corporate seal, the name and titles of all officers of the corporation shall be given, and the address of the corporation and the state in which incorporated shall be stated.

(b) In addition to completing the forms attached hereto, the following information shall be provided in a separate proposal document submitted by each Proposer:

1. Firm Information
   (a) Proposer information, including history/structure;
   (b) All Licenses possessed by Proposer;
   (c) Proposer DIR registration;
   (d) Information regarding financial resources available for performance of the Contract Work;
   (e) Any past or existing claims against the Proposer, including any terminations/failures to complete prior or current contracts;
   (f) Proposer safety record (EMR, OSHA compliance, etc.);
   (g) Proposer bonding capacity;

2. Experience
   (a) Proposer Experience with public works projects, including with LA County, SCAQMD, etc.;
(b) Recent similar project information with the following data:

(i) Project description, including project location, type, size and relevant features

(ii) Project Delivery Method

(iii) Initial contract amount and final cost

(iv) Construction start and completion dates

(v) Owner contact information;

3. Project Approach

(a) Proposed Project personnel;

(b) Proposed Project schedule with milestones;

(c) Firm’s approach to cost, schedule, and risk management;

4. Proposer References;

5. Any Proposer comments to the form of contract for this Project.

(c) Proposals will be considered only from persons or entities licensed as required under applicable provisions of the Contractor’s License Law (Cal. Bus. and Prof. Code section 7000, et seq.) and rules and regulations adopted pursuant thereto; and each Proposer shall insert its type of contractor’s license, license number, and other requested information in the place provided in the Proposal. No oral, telephonic or facsimile Proposal or modification of a Proposal will be considered.

4. Submittal of Proposals

(a) All Proposals must be submitted not later than the time prescribed, at the place and in the manner set forth in the Request for Proposals. Proposals must be made on the prescribed Proposal Forms. A complete Proposal requires submission of all documents identified in subsection (d) below. The Proposer is wholly responsible to see that its Proposal is submitted on or before the required submittal date above.

(b) Proposals shall include all addenda or clarifications issued during the Proposal period acknowledged by the Proposer’s signature thereon. Failure to so include or acknowledge an addendum or clarification may result in the Proposal being rejected as not responsive.

(c) Proposal documents to be submitted shall include the following:

(1) Completed Proposal

(2) Proposal Signature Sheet

(3) Non-Collusion Declaration
5. **Preparation of Proposal**

Blank spaces in the Proposal shall be properly completed. The phraseology of the Proposal must not be changed and no additions shall be made to the items mentioned therein. **Unauthorized conditions, limitations or provisions attached to a Proposal may cause its rejection.** Similarly, Proposers are expected to carefully review the Contract terms and documents included herewith, as any requested changes to the Contract terms or documents may, in the sole discretion of the District, be further grounds for rejection of a Proposal. If erasures, interlineations or other changes appear on the form, each erasure, interlineation or change must be initialed by the person signing the Proposal. Alternative Proposals will not be considered unless specifically provided for in the Proposal Schedule. No Proposal received after the time fixed will be considered. Where bonds are required, the Proposer shall name in its Proposal the surety or sureties who have agreed to furnish said bonds.

6. **List of Subcontractors**

   (a) Each Proposer shall set forth in its Proposal on the form provided the following information in accordance with the provisions of Public Contract Code sections 4100-4113:

   (1) The name, contractor’s license number, and the location of the place of business of each Subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specifically fabricates and installs a portion of the work or improvement according to the Contract Documents, in any amount in excess of one-half of one percent (0.5%) of the prime Contractor’s total Proposal, or ten thousand dollars ($10,000), whichever is greater.

   (2) The portion of the work which will be done by each such Subcontractor. Only one Subcontractor shall be listed for each such portion of the work as defined in the Proposal.

   (3) The Proposer is considered the Prime Contractor and shall perform at least fifty percent (50%) of the work, as determined by a percentage of the value of the work.

   (b) If the Proposer fails to specify a Subcontractor for any portion of the work to be performed under the Contract, the Proposer agrees to perform that portion of the work itself.

7. **Interpretation of Contract Documents**

Any explanation desired by the Proposers regarding the meaning or interpretation of any of the Contract Documents must be submitted in writing by **3:00 p.m. local time on February 19, 2024.** Requests for clarification received after the above noted deadline may be answered at the
discretion of the Architect, Engineer or District Representative as the District deems appropriate. Any such explanations or interpretations will be made in the form of Addenda to the documents and will be furnished to all Proposers who shall submit all addenda with their Proposals. Neither the Architect nor any representative of the District is authorized to give oral explanations or interpretations of Contract Documents, and a submission of a Proposal constitutes agreement by the Proposer that it has placed no reliance on any such oral explanation or interpretation. However, the Architect may, upon inquiry by Proposer, orally direct the Proposer's attention to specific provisions of the Contract Documents which cover the subject of the inquiry.

Requests for Clarifications must be made in writing and sent to the District's Capital Projects Manager. If appropriate, the District will post responses to Proposer questions.

8. **Modification of Proposals**

A Proposer may modify its Proposal by written communication provided such communication is received by the District prior to the closing time for receipt of Proposals.

9. **Withdrawals of Proposals**

Proposals may be withdrawn without prejudice by written or facsimile requests received from Proposer prior to the deadline for submission of proposals.

10. **Discrepancies**

In the case of discrepancy between unit prices and totals, unit prices will prevail and the District will recalculate the Proposal total based on the unit prices and estimated quantities. In case of discrepancy between words and figures, words will prevail. Discrepancies between drawings and specifications, the more stringent will prevail.

11. **Equipment Types and Brands Disclosures**

Each Proposer must furnish evidence before acceptance of Proposal, names of brands of all major equipment included in the Proposal. These must be approved prior to awarding the contract.

12. **Disqualification of Proposers**

More than one Proposal from an individual, firm, partnership or corporation under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership or corporation is interested in more than one Proposal for the work contemplated may cause the rejection of all Proposals in which the individual, firm, partnership or corporation is interested. If there is reason for believing that collusion exists among the Proposers, any or all Proposals may be rejected. Proposals in which the price is obviously unbalanced may be rejected.

13. **Opening & Award of Contract**

   (a) The District reserves the right to reject any or all Proposals, including, without limitation, the right to reject any non-conforming, non-responsive, unbalanced, or conditional Proposals.
(b) Before a Proposal is considered for award, the District may, in addition to the forms and written proposals included in the Proposal documents, require a Proposer to submit a statement of facts and detail as to its business, technical organization and financial resources and equipment available and to be used in performing the work. Additionally, the District may require evidence that the Proposer has performed other work of comparable magnitude and type. The District expressly reserves the right to reject any Proposal if it determines that the business and technical organization, equipment, financial and other resources or other experience of the Proposer (including the Proposer's Subcontractors) is not sufficiently qualified for the work Proposal upon and, therefore, justifies such rejection. The District may further choose to interview a short list of potentially successful proposers if the District deems it to be necessary.

(c) Scoring Criteria - The District may utilize the following criteria, in addition to any other information the District deems material and relevant in determining which Proposer shall be awarded the Contract:

1. Proposed Price;
2. Firm information;
3. Prior relevant experience;
4. Project approach (schedule management, cost management, risk assessment);
5. Comments to contract;
6. Overall suitability for District project.

14. Proposal Protests

The lack of a prompt procedure to resolve disputes regarding the Proposal process would impair the District's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the Proposal process shall be subject to the following procedure. In submitting a Proposal to the District for this project, the Proposer agrees to comply with and to be bound by this procedure.

Any Proposal protest must be submitted in writing to Jennifer Pearson, Huckabee at 8640 National Boulevard, Culver City, CA 90232 before 5:00 p.m. on the fifth (5th) working day following Proposal opening.

(a) The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation.

(1) The party filing the protest must have actually submitted a Proposal for the Work. A subcontractor of a party submitting a Proposal for the Work may not submit a Proposal protest. A party may not rely on the Proposal protest submitted by another Proposer, but must timely pursue its own protest. protest must refer to the specific portion of the Contract Documents which forms the basis for the protest.
(b) The protest must include the name, address and telephone number of the person representing the protesting party.

(c) The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

(d) The District will give the protested Proposer five (5) working days after the receipt of the protest to submit a written response. The responding Proposer shall transmit the response to the protesting Proposer concurrent with delivery to the District.

(e) The procedure and time limits set forth in this paragraph are mandatory and are the Proposer's sole and exclusive remedy in the event of Proposal protest. The Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Proposal protest, including filing a Government Code Claim or legal proceedings. A Proposer may not rely on a protest submitted by another Proposer, but must timely pursue its own protest.

(f) If the District determines that a protest is frivolous, that Proposer may be determined to be ineligible for future contract awards.

15. Contract Bonds

(a) The successful Proposer shall furnish both a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of its Total Proposal Price.

(b) These Bonds shall be furnished in the forms enclosed following the Contract and shall be satisfactory to the District and shall be obtained from a responsible corporate surety (or sureties) acceptable to the District, which is admitted by the State of California to act as surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety (or sureties) shall furnish reports as to its financial condition from time to time as requested by the District. The premiums for said Bonds shall be paid by the successful Proposer.

(c) These Bonds shall be furnished by companies who are authorized and licensed by the Insurance Commissioner as an "admitted surety insurer." The surety shall provide the District with the documentation required by Section 995.660 of the California Code of Civil Procedure.

(d) If any surety becomes unacceptable to the District or fails to furnish reports as to its financial condition as requested by the District, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the District and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

(e) In the event of any conflict between the terms of the Contract and the terms of the Bonds, the terms of the Contract shall control and the Bonds shall be deemed to be amended thereby. Without limiting the foregoing, the District shall be entitled to exercise all rights granted to it by the Contract in the event of default, without control thereof by the surety, provided that the District gives the surety notice of such default at the time or before the exercise of any such right.
by the District, and, regardless of the terms of said Bonds, the exercise of any such right by the District shall in no manner affect the liability of the surety under said Bonds.

16. **Substitution of Securities for Monies Withheld**

Proposers are hereby notified that in accordance with the provisions of Public Contract Code section 22300, securities may be substituted for any monies which the District may withhold pursuant to the terms of the Contract to insure performance.

17. **Execution of Contract**

The successful Proposer will be notified in writing by the District of the award of the Contract within sixty (60) days, or less, after opening of Proposals. Accompanying the District's Notice of Intent to Award will be the Contract, in triplicate, which the successful Proposer will eventually be required to execute and return, together with the Performance and Payment Bonds, and the required certificates and policies of insurance together with the required endorsements thereto for the Contractor and the workers compensation certificate to the District. Such documents will be returned within ten (10) days following formal award of the Contract by the District. Failure to do so shall be just cause for annulment of the award. The District will promptly determine whether such Contract, Bonds and insurance are as required by the Contract Documents, and upon such determination will forward a fully executed copy of the Contract and a Notice to Proceed with the work to the successful Proposer. Signature by both parties constitutes execution of the Contract.

18. **Power of Attorney**

The Attorney-in-Fact (resident agent) who executes the Performance Bond and Payment Bond on behalf of the surety company must attach a copy of its Power of Attorney as evidence of its authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

19. **Time of Completion**

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions of the General Conditions. The time allowed for the completion of the work is stated in the Contract.

20. **Licensing and Registration Requirements for Contractors**

All Proposers, including general contractors and specialty contractors, shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents.

(d) All Proposers and listed subcontractors must have registered with the California State Department of Industrial Relations pursuant to Labor Code section 1725.5 prior to submitting a Proposal. Furthermore, all contractors and subcontractors must be registered pursuant to Labor Code section 1725.5 before entering into a contract to work on a public project.

21. **Prevailing Wages**

Copies of the current schedules for prevailing wages are on file in the District's office, and the contents of those schedules are included herein as if set forth in full. Copies of the prevailing rate
of per diem wages may also be obtained from the Department of Industrial Relations, P.O. Box 420603, San Francisco, CA 94142-0603, Attn: Chief, Division of Labor Statistics and Research or online at: http://www.dir.ca.gov/oprl/DPreWageDetermination.htm

22. **Preconstruction Conference**

A preconstruction conference will be convened after the Contractor has delivered the necessary bonds, insurance certificates and signed agreement in proper form as required in the Request for Proposals and general conditions of these specifications. Prior to any work, the Contractor shall provide the District Representative/Architect/Engineer with a list of key personnel assigned to the project and the telephone numbers where they may be reached at any time. The list shall be made available in sufficient copies and presented at the preconstruction conference.
PROPOSER’S CHECKLIST

All items on the Proposer’s Checklist must be initialed, dated and submitted for the Proposal to be considered complete. The District reserves the right to award a Contract in a manner and on the basis which will best serve the District, taking into consideration the information in the statement of Proposer’s Proposal, qualifications and past work history with the District and in the local area. The Proposer’s attention is especially called to the following forms which must be executed in full as required:

1. a) PROPOSAL
   The total Proposal price must be shown in the space provided.

   Initial: ________________    Date: ________________

b) PROPOSAL SIGNATURE SHEET
   To be filled in and signed by the Proposer.

   Initial: ________________    Date: ________________

3. NON-COLLUSION DECLARATION
   A Non-Collusion Declaration must be filled out, signed, and submitted with the Proposal for the Proposal documents to be considered complete.

   Initial: ________________    Date: ________________

4. DESIGNATION OF SUBCONTRACTORS
   A Designation of Subcontractors must be filled out and submitted with the Proposal for the Proposal documents to be considered complete.

   Initial: ________________    Date: ________________

5. INSURANCE
   The insurance requirements for this project have been read and understood.

   Initial: ________________    Date: ________________

6. SITE VISIT (optional)
   The Proposer certifies that it has toured the project site and is familiar with the work involved.

   Initial: ________________    Date: ________________
7. **PERFORMANCE AND PAYMENT BONDS**
   The Proposer understands that a performance bond issued by an approved surety equaling one hundred percent (100%) of the Contract amount will be required. A payment bond equaling one hundred percent (100%) of the Contract amount will also be required.

   Initial: ___________________     Date: ___________________

8. **WORK SCHEDULE**
   The District makes no guarantee as to the method of work chosen by the Proposer. It is the Proposer’s responsibility to plan and schedule the work in order to complete the work in the time specified in the Special Provisions.

   Initial: ___________________     Date: ___________________

9. **PROPOSAL INFORMATION REQUIRED BY SECTION 3(b)**
   The Proposer acknowledges that it must draft and submit a separate document containing all of the information requested under Section 3 (b) of the RFP.

   Initial: ___________________     Date: ___________________

10. **ADDENDA**
    The Proposer acknowledges that it must sign and attach any applicable addenda to the Proposal.

    Initial: ___________________     Date: ___________________

11. **WORKERS COMPENSATION**
    The Proposer acknowledgment that Worker’s Compensation Insurance will be required for this project.

    Initial: ___________________     Date: ___________________
The undersigned Proposer hereby proposes to furnish and deliver all necessary labor, tools, equipment, and other means of construction to perform the work required for the completion of the project entitled "BOB LUCAS MEMORIAL LIBRARY AND LITERACY CENTER CONSTRUCTION PROJECT" in accordance with the intent of all plans, specifications, and addenda issued by the District in the amount of:

\[(\text{Written}) \quad \text{\$________________________} \quad \text{(Number) \$\quad \text{.00}}\]

**Price including Bid Alternate for provision of Alternate Roofing Materials:**

\[(\text{Written}) \quad \text{\$________________________} \quad \text{(Number) \$\quad \text{.00}}\]

The Proposer has read the accompanying instructions to Proposers, has carefully examined the location(s) of the proposed work, and has examined all Contract Documents, drawings and addenda issued by the District and will contract with the District to construct the project, complete and in satisfactory condition.

The Proposer further acknowledges that it has adjusted its Proposal price to include all possible items which may influence the proposal during the time period from notice of intent to award through and until formal award by the District. Requests for Proposal price change due to the delay shall not be agreed to by the District.

Company Name: ________________________________
Proposer's Name (Printed): ________________________________
Proposer's Title: ________________________________
Proposer's Signature: ________________________________
Date: ________________________________
Address: ________________________________
Phone Number: ________________________________
Contractor's License Number: ________________________________
Classification: ________________________________
Expiration Date: ________________________________
NOTARIZED NON-COLLUSION DECLARATION

STATE OF CALIFORNIA   )
                     )
COUNTY OF LOS ANGELES )

The undersigned declares:

I am the ____________ of __________________, the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from Proposing. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted its Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof, to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that it has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at ___[District], ___[state].

Proposer’s Name (Printed): __________________________________________

Proposer’s Signature: __________________________________________
(Same Signature as on Proposal)

Proposer’s Title: __________________________________________
DESIGNATION OF SUBCONTRACTORS

Each Proposer shall submit the name, contractor license number, and business location of each subcontractor who will perform work or labor or render service to the Contractor for the construction of the work performed under these specifications in excess of one-half (1/2) of one percent (1%) of the prime Contractor’s total Proposal. If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth. (Attach additional forms as necessary)

<table>
<thead>
<tr>
<th>Name Subcontractor</th>
<th>Street Address of Shop, Mill or Office</th>
<th>Types of Work/Category of Contract</th>
<th>$ Value of Work to be Performed</th>
<th>DIR Registration Number</th>
<th>Subcontractor’s License Number/ Type/Exp. Date</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

If no subcontractors will be used, write "None" here: ______________________

I declare under penalty of perjury that the foregoing is true and correct and this Declaration is executed this _______ day of ______________________, 20___, in ______________________, California.

By: ________________________________

Contractor Company Name: ________________________________

SUBCONTRACTOR FORM MUST BE RETURNED WITH PROPOSAL
PART 2: CONTRACT DOCUMENTS
CONSTRUCTION CONTRACT

THIS CONTRACT made on ____________ by and between the Altadena Library District ("District"), and ______________, hereinafter "Contractor". The District and Contractor may be collectively referred to as the "parties".

The parties have mutually covenanted and agreed as follows:

1. **THE CONTRACT DOCUMENTS:**

The complete Contract consists of the following documents ("Contract Documents"):

- Request for Proposals
- Addenda Nos. __________, as issued
- Designation of Subcontractors
- Construction Contract
- Payment Bond to Accompany Contract
- Performance Bond to Accompany Contract
- General Conditions
- Supplementary and Special Conditions (if any)
- Architect's Plans
- Architect's Plans and Specifications
- Change Orders
- Contractor's Certification Regarding Workers' Compensation

2. **THE WORK:**

The Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, the **BOB LUCAS MEMORIAL LIBRARY AND LITERACY CENTER CONSTRUCTION PROJECT** as called for, and in the manner designated in, and in strict conformity with, the Contract Documents. It is understood and agreed that the tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and the work performed and completed as required in the Drawings and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the District, or its representatives. The District hereby designates as its representative for the purpose of this Contract the following named person: ____________.

3. **CONTRACT PRICE:**

The District agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of [WRITTEN NUMBER] [(NUMBER)] for the Project subject to additions and deductions as provided in the Contract Documents.

4. **COMPLETION DATE:**

The Project shall be commenced on the date specified in the Notice to Proceed. The total project will be completed within [WRITTEN NUMBER] [(NUMBER)] working days, as defined in the General Conditions, after the date stated in the Notice to Proceed.
5. **NOTICE AND SERVICE THEREOF:**

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely:

(a) If the notice is given to the District, by personal delivery thereof or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the District at:

Altadena Library District  
600 E. Mariposa Street  
Altadena, California 91001  
Attn: Nikki Winslow, Director  

With a copy to:  
Kevin Flautt, Esq.  
Kronick Moskovitz, Tiedemann & Girard  
1331 Garden Highway, 2nd Floor  
Sacramento, CA 95833

(b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the Contractor at:

Business  
Attention:  
Street Address  
District, State, Zip Code

(c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

6. **LIQUIDATED DAMAGES:**

Liquidated damages as provided for in the General Conditions of the Contract shall be in the sum of One Thousand Dollars ($1,000.00) for each and every day as defined therein for each different scope of work as defined by the Base Proposal and each change order except as otherwise specified in the General Conditions.

7. **PREVAILING WAGE:**

Copies of the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations in accordance with Labor Code section 1773 are on file at the District, and copies are available for inspection at that office to any interested party on request. Proposers shall be responsible for verifying with the Director of the Department of Industrial Relations that
all such copies of the prevailing rate provided by the District are current and accurate. The requirement to pay the wage rate so specified is further detailed in the General Conditions.

8. **CONTRACTOR REGISTRATION**

By the execution of this Contract, Contractor hereby certifies that it is registered with the California Department of Industrial Relations as required pursuant to Labor Code section 1725.5 (contractor registration).

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract, each of which shall for all purposes be deemed an original, have been duly executed by the above-named parties, on the date noted on the first page of this Contract.

Date

Contractor

Date

For the Altadena Library District

Approved as to form:

Attorney for the Altadena Library District
The ALTADENA LIBRARY DISTRICT, hereinafter "District," entered into a Contract dated ______________, 20___ with ________________________ hereinafter "Contractor," for the work described as follows: BOB LUCAS MEMORIAL LIBRARY AND LITERACY CENTER CONSTRUCTION PROJECT. WHEREAS, said Contractor is required under terms of said Contract to furnish a bond for the faithful performance of said Contract; and WHEREAS, the Contract is by reference made a part hereof. NOW, THEREFORE, we, ______________, the undersigned Contractor, as Principal, and ______________ (corporate surety), a corporation organized and existing under the laws of the State of ________________________, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the District in the penal sum of [WRITTEN NUMBER] [NUMBER], lawful money of the United States, said sum being not less than one hundred percent (100%) of the total Contract amount, for the payment of which sum be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the above-bounded Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and perform the covenants, conditions, and agreements in said Contract and any alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the District, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of said Contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of said work, during which time if the above-bounded Contractor, its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the District from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California. In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including reasonable attorneys’ fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ______________ day of ________________________, 20___.

__________________________
(Contractor as Principal)

By ________________________

__________________________
(Seal) By ________________________

__________________________
(Seal)


NOTE: If Contractor is a Partnership, all parties must execute the Bond. IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.
PAYMENT BOND

The ALTADENA LIBRARY DISTRICT, hereinafter "District," has awarded to _______________, hereinafter "Contractor," a Contract for the work described as follows: BOB LUCAS MEMORIAL LIBRARY AND LITERACY CENTER CONSTRUCTION PROJECT. WHEREAS, the Contractor is required by the Contract and by the provisions of Third Division, Part 4, Title 15, Chapter 7 of the Civil Code to furnish a bond in connection with the Contract, as hereinafter set forth.

NOW, THEREFORE, we, _______________, the undersigned Contractor, as Principal, and _______________, a corporation organized and existing under the laws of the State of __, duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the _______________ in the sum of [WRITTEN NUMBER] [(NUMBER)], said sum being not less than one hundred (100) percent of the total Contract amount payable by the District, under the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the Contractor, its heirs, executors, administrators, successors, and assigns or subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay for any work or labor thereon of any kind, or shall fail to pay any persons named in Civil Code section 9100, or shall fail to pay for amounts due under the Unemployment Insurance Code with respect to such work or labor thereon of any kind, or shall fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, and provided that the claimant shall have complied with the provisions of that code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in the Contract; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay reasonable attorneys' fees to the prevailing party to be fixed by the court.

This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or to their assigns in any suit brought upon this bond.

It is further stipulated that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the Contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District and original contractor or on the party of the obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Sections 8400 and 8402 of the California Civil Code and has not been paid the full amount of its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification.
IN WITNESS WHEREOF, we have hereunto set our hands and seals this ________ day of __________________________, 20__.  

__________________________
(Contractor as Principal)

(Seal)  
By  __________________________

(Seal)  
By  __________________________

NOTE: If Contractor is a Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.
CONTRACTOR’S CERTIFICATE REGARDING WORKER’S COMPENSATION

TO:

Altadena Library District
600 E. Mariposa Street
Altadena, California 91001
Attn: Nikki Winslow

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

______________________________
(Contractor)

By __________________________

______________________________
(Business Address)

______________________________
(Place of Residence)
INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

**Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers’ Compensation insurance as required by the State of California and Employer's Liability Insurance.

**Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

1. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $2,000,000 per accident for bodily injury and property damage.
3. Employer’s Liability: $2,000,000 per accident for bodily injury or disease.
4. Excess Liability Insurance: to follow form of General Liability policy. $5,000,000 per occurrence for bodily injury, personal injury and property damage.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Other Insurance Provisions**

The automobile liability and general liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by the clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the District.

**Acceptability for Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
**Verification of Coverage**

Contractor shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District or on other than the District's forms, provided those forms or policies are approved by the District and amended to conform to the District's requirements. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

**Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
# General Liability Special Endorsement

**For Altadena Library District (the "District")**

## Producer Information

<table>
<thead>
<tr>
<th>PRODUCER</th>
<th>POLICY INFORMATION:</th>
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<tbody>
<tr>
<td></td>
<td>Insurance Company:</td>
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<tr>
<td></td>
<td>Policy No.:</td>
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<tr>
<td></td>
<td>Policy Period: (from) to</td>
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<td></td>
<td>Loss Adjustment Expense</td>
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<tr>
<td></td>
<td>In Addition to Limits</td>
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<tr>
<td></td>
<td>Deductible</td>
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<tr>
<td></td>
<td>with an Aggregate of $ __________ applies to __________ coverage. Per Occurrence</td>
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</tbody>
</table>

**Telephone**

## Named Insured

<table>
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<tr>
<th>NAMED INSURED</th>
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</table>

**Applicability:** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the District unless checked here in which case only the following specific agreements and permits with the District are covered:

**District Agreements/Permits:**

## Type of Insurance

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>OTHER PROVISIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>Claims Made</td>
</tr>
<tr>
<td>Comprehensive General Liability</td>
<td>Retroactive Date</td>
</tr>
<tr>
<td>Owners &amp; Contractors Protective</td>
<td>Occurrence</td>
</tr>
</tbody>
</table>

## Coverages

<table>
<thead>
<tr>
<th>COVERAGES</th>
<th>LIABILITY LIMIT IN THOUSANDS</th>
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<tbody>
<tr>
<td>General</td>
<td>Each Occurrence Aggregate</td>
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<tr>
<td>Products Completed Operations</td>
<td></td>
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<tr>
<td>Personal &amp; Advertising Injury</td>
<td></td>
</tr>
<tr>
<td>Fire Damage</td>
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</tbody>
</table>

**Claims:** Underwriter's representative for claims pursuant to this insurance

Name: ________________________________

Address: ________________________________

Telephone (______) _______________________

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **Insured.** The District, its elected or appointed officers, agents, volunteers and employees are included as additional insured with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **Contribution Not Required.** As respects: (a) work performed by the Named Insured for or on behalf of the District; or (b) products sold by the Named Insured to the District; or (c) premises leased by the Named Insured from the District, the insurance afforded by this policy shall be primary insurance as respects the District, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the District, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **Severability of Interest.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **Cancellation Notice.** With respect to the interests of the District, this insurance shall not be canceled, or materially reduced in coverage or limits excepts after thirty (30) days prior written notice by receipted delivery has been given to the District.

5. **Provisions Regarding the Insured's Duties.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the District, its elected or appointed officers, officials employees or volunteers.

6. **Scope of Coverage.** This policy, if primary, affords coverage at least as broad as:

   (1) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or
   (2) If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

## Endorsement Holder

<table>
<thead>
<tr>
<th>ENDORSEMENT HOLDER</th>
<th>AUTHORIZED REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Altadena Library District</td>
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</tbody>
</table>

| I ________________________________ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. |

Signature ________________________________

**Telephone:** (______) | **Date Signed** ____________________________________

(ORIGINAL SIGNATURE REQUIRED)
# AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

**FOR ALTADENA LIBRARY DISTRICT (the "District")**

## PRODUCER

- **Telephone:**

## POLICY INFORMATION:

<table>
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<tr>
<th>Field</th>
<th>Details</th>
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<tbody>
<tr>
<td>Insurance Company:</td>
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<tr>
<td>Policy No.:</td>
<td></td>
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<tr>
<td>Policy Period: (from) to</td>
<td></td>
</tr>
<tr>
<td>LOSS ADJUSTMENT EXPENSE</td>
<td>□ Included in Limits □ In Addition to Limits</td>
</tr>
<tr>
<td>Deductible</td>
<td>□ Self-Insured Retention (check which) of $</td>
</tr>
<tr>
<td>with an Aggregate of $</td>
<td>applies to</td>
</tr>
<tr>
<td>coverage. □ Per Occurrence □ Per Claim</td>
<td></td>
</tr>
</tbody>
</table>

## NAMED INSURED

**APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the District unless checked here □ in which case only the following specific agreements and permits with the District are covered:

### DISTRICT AGREEMENTS/PERMITS:

- [ ]

## TYPE OF INSURANCE

<table>
<thead>
<tr>
<th>Options</th>
</tr>
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<tbody>
<tr>
<td>[ ] COMMERCIAL AUTO POLICY</td>
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<td>[ ] BUSINESS AUTO POLICY</td>
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<tr>
<td>[ ] OTHER</td>
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</tbody>
</table>

## LIMIT OF LIABILITY

<table>
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<tr>
<th>Field</th>
<th>Details</th>
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<tr>
<td>$ per accident, for bodily injury and property damage</td>
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</tbody>
</table>

## OTHER PROVISIONS

### CLAIMS:

Underwriter's representative for claims pursuant to this insurance

<table>
<thead>
<tr>
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<th>Details</th>
</tr>
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<td>Telephone</td>
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In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **INSURED.** The District, its elected or appointed officers, agents, volunteers and employees are included as additional insured with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CANCELLATION NOTICE.** With respect to the interests of the District, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the District.
3. **PROVISION REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the District, its elected or appointed officers, officials, employees or volunteers.
4. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   - (1) If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

## ENDORSEMENT HOLDER

**ALTADENA LIBRARY DISTRICT**

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<tr>
<th>Field</th>
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<tr>
<td>Authorized Representative</td>
<td>□ Broker/Agent □ Underwriter □</td>
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<tr>
<td>I (print/type name), warrant</td>
<td>that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.</td>
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<td>Signature</td>
<td>(ORIGINAL SIGNATURE REQUIRED)</td>
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<td>Telephone: (          )</td>
<td>Date Signed</td>
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WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY
SPECIAL ENDORSEMENT
FOR ALTADENA LIBRARY DISTRICT (the "District")

PRODUCER

NAMED INSURED

CLAIMS: Underwriter's representative for claims pursuant to this insurance
Name: ____________________________
Address: ____________________________
Telephone(________) ____________________________

EMPLOYERS LIABILITY LIMITS
$ _____________________ (Each Accident)
$ _____________________ (Disease - Policy Limit)
$ _____________________ (Disease - Each Employee)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE. This insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the District.

2. WAIVER OF SUBROGATION. The Insurance Company agrees to waive all rights of subrogation against the District, its elected or appointed officials, agents and employees for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the District.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

ALTADENA LIBRARY DISTRICT

AUTHORIZED REPRESENTATIVE □ Broker/Agent □ Underwriter □
I ____________________________ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.
Signature ____________________________

(ORIGINAL SIGNATURE REQUIRED)

Telephone: (________) ____________________________ Date Signed ____________________________
CERTIFICATE OF INSURANCE
FOR ALTADENA LIBRARY DISTRICT (the "District")

ISSUE DATE (MM/DD/YY)

PRODUCER

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<th>COMPANIES</th>
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INSURED

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

ISSUED DATE (MM/DD/YY)

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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED TO MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

PARKSIDE PEDESTRIAN ROUTE IMPROVEMENTS — PHASE 2

THE FOLLOWING PROVISIONS APPLY:
1. None of the above-described policies will be canceled until 30 days' written notice has been given to the District at the address indicated below.
2. The District, its officials, officers, employees and volunteers are added as insured on all liability insurance policies listed above.
3. It is agreed that any insurance or self-insurance maintained by the District will apply in excess of and not contribute with, the insurance described above.
4. The District is named as loss payee on the property insurance policies described above, if any.
5. All rights of subrogation under the property insurance policy listed above have been waived against the District.
6. The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the District for injuries to employees of the insured resulting from work for the District or use of the District's premises or facilities.

CERTIFICATE HOLDER/ADDITIONAL INSURED
ALTADENA LIBRARY DISTRICT

AUTHORIZED REPRESENTATIVE
SIGNATURE ___________________________
TITLE _______________________________
PHONE NO. ___________________________

Authorized by the undersigned, this Certificate of Insurance was issued by the above companies involved in the transaction.
ADDITIONAL INSURED

OWNERS, LESSEES OR CONTRACTORS (FORM B)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, employees, and volunteers.

2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

3. The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

Signature-Authorized Representative

Address
PART 3: GENERAL CONDITIONS
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## PART 3: GENERAL CONDITIONS

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<td>SECTION 7 MEASUREMENT AND PAYMENT</td>
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PART 3: GENERAL CONDITIONS

SECTION 1
DEFINITIONS AND TERMS

1.01. GENERAL

Wherever the following abbreviations and terms, or pronouns in place of them, are used in these Conditions and other Contract Documents of which these Conditions are a part, the intent and meaning shall be interpreted as provided below.

1.02. ABBREVIATIONS

The following abbreviations may be used in the Contract Documents:

AASHTO  American Association of State Highway/Transportation Officials
ASTM    American Society for Testing and Materials
OSHA    Occupational Safety and Health Act of 1970

1.03. NOT USED

1.04. DEFINITIONS

The intent and meaning of the following, wherever they appear in the Contract Documents, shall be interpreted as follows:

Acceptance - The formal and final acceptance by the Architect/Engineer and the Board of the entire Contract, which has been completed in all respects in accordance with the Specifications and any, approved modifications.

Addenda - Any written change, clarification or supplement to documents issued for the Request for Proposal, issued by the District, its Architect or its Engineer prior to Proposal.

Architect – the person or entity designated by the District as its architectural representative during the course of construction, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

As Approved - The words "as approved", unless otherwise qualified, shall be understood to be followed by the words "by the Engineer" and or "by the Architect."

As Shown, and As Indicated - The words "as shown" and "as indicated" shall be understood to be followed by the words "on the Plans".

Award - The decision of the District to accept the proposal of the Proposer for the Work, subject to the execution and approval of a satisfactory contract therefore and bond to secure the performance thereof and to such other conditions as may be specified or required by law.

Proposal - The offer of the Proposer for the Work when made out and submitted on the prescribed Proposal form, properly signed and guaranteed.

Proposer - Any individual, firm, partnership or corporation submitting a Proposal for the Work contemplated, and acting directly or through a duly authorized representative.
Bureau - United States Bureau of Reclamation.*

Calendar Day - Each day shown on the calendar.

Change Order - Written order issued by the District to the Contractor covering changes in the Contract and establishing the bases of compensation and time adjustments for work affected by the changes.

Claim - A separate demand by the contractor for (i) a time extension, (ii) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (iii) an amount the payment of which is disputed by the District.

Contract - The written agreement covering the performance of the work and the furnishing of labor, materials, tools and equipment in the construction of the Work. The Contract shall include all Contract Documents and supplemental agreements amending or extending the work contemplated which may be required to complete the Work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the contract and include addenda and change orders.

Contract Documents - Contract Documents is the collective term for all of the following documents and any other document incorporated therein by reference: Request for Proposals, Accepted Proposal, Designation of Subcontractors, Construction Contract, Payment Bond to Accompany Contract, Performance Bond to Accompany Contract, General Conditions, Supplementary and Special Conditions, (if any), Drawings (and Specifications), Addenda, Change Orders, Contractor's Certification Regarding Workers' Compensation.

Contract Provisions – Additions, revisions, special directions, and requirements peculiar to a project and not otherwise thoroughly set forth in General and/or Specifications.

Contractor - The person or persons, firm, partnership or corporation or other entity who has entered into the Contract with the District to perform the Work.

County - County of Los Angeles, California.

Date of Completion - Date of filing of the Notice of Completion with the Los Angeles County Clerk-Recorder's Office.

Date of Execution of the Contract - The date on which the Contract is signed by the District's authorized representative.

Datum - The Figures given in the Specifications or upon the drawings after the word "Elevation" or an abbreviation of it, shall mean U.S.G.S. datum, unless otherwise noted.

Days - Unless otherwise designated, days as used in the Contract Documents shall mean calendar days.

District - The Altadena Library District, also referred to as the Owner.

District Board - The Board of Trustees of the Altadena Library District.

Elevation - The figures given on the Plans or in the other Contract Documents after the word "elevation" or abbreviation of it shall mean the distance in feet above the standard datum used by the District.
**Engineer** - The District Engineer, or the person designated by the District as its engineering representative during the course of construction, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

**Extra Work** - Work other than that required either expressly or implied by the Contract in its executed form.

**Notice of Completion** – NOC is the recorded project completion document filed with the Los Angeles County Clerk

**Or Equal** - The term "or equal" shall be understood to indicate that the "equal" product be the equivalent or better than the product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the Architect.

**Plans or Specification Drawings** - The term "Plans" or "Specification Drawings" refers to the official plans, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the Engineer, which show the location, character, dimensions, and details of the work to be performed. Plans may either be bound in the same book as the balance of the Contract Documents or bound in separate sets. Regardless of the method of binding, Plans shall be part of the Contract Documents.

**Plant** - All physical, resources, facilities, machinery, equipment, staging, tools, work and storage space other than provided by the Contract, together with subsidiary essentials and necessary maintenance for proper construction and acceptable completion of the project.

**Project** - The entire Work to be completed under the Contract.

**Project Manager** - The person designated by the District as its project management representative during the course of construction, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them. The Project Manager will be the District's Agent unless the District designates a separate Project Manager. When a Project Manager is used for a project, the Project Manager has full authority to act as the District's Agent unless the designation specifically states otherwise.

**Shop Drawings** - Drawings prepared by the fabricator or supplier showing the layout and details of components fabricated in a shop for inclusion in the permanent facility (e.g., structural steel, reinforcing steel, railings).

**Site** - The area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated by the Architect.

**Specifications** - The term "specifications" refers to the terms, provisions, and requirements contained herein. Where reference specifications, such as those of "ASTM", "AASHTO", etc. have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents.

**State** - State of California.

**Subcontractor** - The term "Subcontractor", as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked and would be considered a supplier only.
**Time Limits** - All time limits stated in the Contract Documents are of the essence of the Contract.

**Work** - All the work specified, indicated, shown or contemplated in the Contract Documents to construct the improvements, including all alterations, amendments or extensions thereto made by Change Order or other written orders of the Engineer.

**Working Days** – A Working day is defined as any day, except Saturdays, Sundays and legal holidays of the District.

**Working Drawings** – Drawings furnished by the Contractor showing the layout and details of temporary construction procedures and methods of construction, and data for construction equipment which are to be employed in the construction of the permanent facility (e.g., form drawings, erection drawings, load test pile procedures, pile hammer data, etc.).

**Written Notice** - "Written Notice" shall be deemed to have been duly served when delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by certified U.S. mail to the last business address known to the party who gives the notice as specified in the Contract.

Whenever in the Specifications or upon the drawings the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended, and similarly the words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved or acceptable to, or satisfactory to the Architect, unless otherwise expressly stated.
SECTION 2
SCOPE OF WORK

2.01. INTENT OF CONTRACT DOCUMENTS

The intent of the Contract Documents is to prescribe the details for the construction and completion of the Work, which the Contractor undertakes to perform in accordance with the terms of the Contract.

Where the Specifications and Plans describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals and do all the Work involved in performing the Contract in a satisfactory and workmanlike manner.

The technical provisions are presented in sections for convenience. However, this presentation does not necessarily delineate trades or limits of responsibility. All sections of the Specifications and Plans are interdependent and applicable to the Project as a whole.

The Contract Documents are complementary, and what is called for in any one shall be as binding as if called for in all. Anything shown on the Drawings and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Drawings shall have the same effect as if shown or mentioned respectively in both. Any work shown on one Drawing shall be construed to be shown in all Drawings and the Contractor will coordinate the Work and the Drawings.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: Change Orders; Addenda; Drawings; Supplementary and Special Conditions; Designation of Subcontractors; Construction Contract; General Conditions; Payment Bond to Accompany Contract; Performance Bond to Accompany Contract; and Contractor's Certification Regarding Workers' Compensation.

Detail Drawings take precedence over General Drawings. As between schedules and other information given on Drawings, the Schedules shall govern. If an item is shown on any Drawing and not specifically included in Technical Specifications specific to this project, the Drawing shall govern. Any conflict or inconsistency between or in the drawings shall be submitted to the Architect for clarification as soon as the Contractor becomes aware of such inconsistency.

2.02. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations contained herein.
2.03. CHANGES IN THE WORK

(a) The District may, at any time, by written order, make changes in the Work as deemed necessary by the Architect. Such changes include, but are not limited to:

1. In the Specifications or Plans;
2. In the sequence, method or manner of performance of the Work;
3. In the owner-furnished facilities, equipment, materials, services or site; and
4. Directing acceleration of the Work.

(b) If such changes cause an increase or decrease in the Contractor’s cost of, or time required for, performance of the Contract, an equitable adjustment will be made and the Contract modified in writing accordingly.

1. Change Orders

A change pursuant to this section will be in the form of a Change Order, which will set forth the work to be done or the method by which the change and cost adjustment, if any, will be determined, and the time of completion of the work.

Upon receipt of a Change Order, the Contractor shall proceed with the ordered work. If ordered in writing by the District, the Contractor shall proceed with the work so ordered prior to actual receipt of a Change Order. A Change Order executed by the Contractor and approved by the District is an executed Change Order as that term is used throughout this section.

2. Change Order Protests

A Change Order may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in a Change Order, which he has not executed, he shall submit a written protest to the District within fifteen (15) days after the receipt of such Change Order. The protest shall state the points of disagreement and, if possible, the quantities and cost involved.

If a written protest is not submitted, payment will be made as set forth in the Change Order. Such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested Change Orders shall be considered as executed Change Orders.

Where the protest concerning a Change Order relates to compensation, the compensation payable for all work specified or required by said Change Order to which such protest relates will be determined in the same manner as provided in Section 2.04 of this section. The Contractor shall keep full and complete records of the cost of such work and shall permit the District to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work. Where the protest concerning a Change Order relates to the adjustment of time and for completion of the Work, the time to be allowed therefor will be determined as provided in this section.
The consent of the Contractor's sureties shall not be required as to any change or Extra Work, and the liability of the Contractor's Bonds shall be increased or decreased accordingly without notice to the sureties.

2.04. PROCEDURES AND ALLOWABLE COSTS ON CHANGES AND ADDITIONS TO WORK

(a) Forms of Payment

If the change in, or addition to, the Work will result in an increase in the contract sum, the District shall have the right to require the performance thereof. The compensation to be paid for any such work shall, in the District's sole discretion, be determined in one or more of the following ways:

(1) By extension of agreed unit prices, if unit prices are required by the District's Proposal form and provided with contractor's Proposal;
(2) By revision of unit prices;
(3) By proposal and acceptance of an agreed upon lump sum; and
(4) On a force account basis.

Until one of the above methods is agreed on, or if the Work is to be paid for on a time and materials basis, the Contractor shall keep full and complete records of the cost of such work in the form and manner prescribed by the District and shall permit the District to have access to such records as may be necessary to assist in the determination of the compensation payable for such work.

(b) Lump Sum Payment

The District, in its sole and absolute discretion, may request a lump sum proposal by Contractor to perform the change in, or addition to, the Work performed. Such lump sum proposal shall be submitted by the Contractor within ten (10) days of the District’s request therefor. Request for a lump sum proposal by District shall not be deemed an election by District to have the Work performed on a lump sum basis. Costs of preparing the proposal shall not be compensable.

(1) Contents of Lump Sum Proposal

(2) The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the change (no aggregate labor total will be acceptable). The proposal shall be accompanied by signed proposals of any Subcontractors, which will perform any portion of the change, and of any persons who will furnish materials or equipment for incorporation therein. The proposal shall also include the Contractor's estimate of the time required to perform said changes or additional work.

(3) Computation of Labor Costs

The portion of the proposal relating to labor, whether by the Contractor's forces or the forces of any of its Subcontractors, may include the projected wages of the reasonably anticipated Site labor, including foremen, who will be directly involved in the change in the Work. These
projected wages shall not include charges for assistant superintendents, superintendents, office personnel, timekeepers and maintenance mechanics.

Labor costs may also include Contractor’s overhead and profit which shall be computed by adding to the labor costs either up to fifteen percent (15%) of the projected wages, but not payroll costs, or the labor surcharge set forth in the California Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The method of computing the overhead and profit shall be solely within the discretion of the District.

The labor surcharge, if used, shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined above. No time or charges will be allowed except when the workers are actually engaged in the proper, efficient and diligent performance or completion of the extra work as authorized. Overtime shall not be worked without prior approval of the Engineer.

(4) Computation of Equipment and Materials Costs

The portion of the proposal relating to materials may include the reasonably anticipated direct costs to the Contractor or to any of its Subcontractors of materials to be purchased for incorporation in the change in the Work. This portion of the proposal may also include transportation and applicable sales or use taxes. Up to fifteen percent (15%) of these direct costs may be included as overhead and profit for the Contractor or any such Subcontractor (such overhead and profit to include all small tools).

This portion of the proposal may further include the Contractor’s and any of its Subcontractors’ reasonably anticipated costs for the rental and operation of prime construction and automotive equipment furnished and used in connection with the change in the Work. The equipment rental and operation rates used shall be the latest edition of the Department of Transportation, Division of Construction, Equipment Rental Rates. These costs shall not include charges for listed equipment or major tools with a new cost of five hundred dollars ($500) or less. No time charges shall be allowed except for equipment actually used for the proper and efficient performance or completion of the authorized change in the Work.

(5) Subcontractors

The lump sum proposal may include up to five percent (5%) of the amount, which the Contractor will pay to any of its Subcontractors for the change in the Work as allowable overhead and profit to the Contractor.

(6) Failure to Submit Lump Sum Proposal

In the event that the Contractor fails to submit its proposal within the designated period, the District may direct the Contractor to proceed with
the change or addition to the Work and the Contractor shall so proceed. The District shall unilaterally determine the reasonable costs and time to perform the work in question, which determination shall be final and binding upon the Contractor.

(7) Failure to Agree on Lump Sum Amount

In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon the Contractor's proposal and the District's Representative and District do not elect to have the change in the Work performed on a time and material basis, the District's Representative and District shall make a unilateral determination of the reasonable cost and time to perform the change in the Work, based upon their own estimates, the Contractor's submission or combination thereof. In such instances, a Change Order shall be issued for the amount of costs and time determined by the District's Representative and the District and shall become binding upon the Contractor unless the Contractor submits its protest in writing to the District within thirty (30) days of the issuance of the Change Order. The District has the right to direct the Contractor in writing to perform the change in the Work, which is the subject of the Change Order. Failure of the parties to reach agreement regarding the costs and time of performing the change in the Work and/or any pending protest shall not relieve the Contractor from performing the change in the Work promptly and expeditiously.

(c) Payment by Unit Prices

If any of the items included in the lump sum proposal are covered by unit prices contained in the contract document, the District may, if it requires the change in the Work to be performed on a lump sum basis, elect to use these unit prices in lieu of the similar items included in the lump sum proposal in which event an appropriate deduction will be made in the lump sum amount prior to the application of any allowed overhead and profit percentages. No overhead and profit shall be applied to any unit prices.

(d) Payment on a Force Account Basis

If the District elects to have the change or addition to the Work performed on a force account basis, the Work shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, and payment shall be made subject to the following provision. The Contractor will be paid the direct costs of the labor, equipment and materials used in performing the force account work determined as hereinafter provided.

(1) For labor, the Contractor will be paid the cost of labor for the workers (including foremen when authorized by the District's Representative) used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor or any or any subcontractor of any tier, shall be actual wages, including basic hourly wage, health and welfare payments and pension payments incurred in performing the force account work, plus any travel and subsistence payments for the workers performing such work and made necessary thereby. To the actual wages shall be added a labor surcharge as set forth in the State Department of Transportation publication entitled "Labor Surcharge and Equipment
Rental Rates”, as in effect on the date the work is performed. The labor surcharge shall be deemed to encompass the District’s entire liability to reimburse the Contractor for workers compensation insurance payments, social security payments, Medicare payments, federal unemployment insurance payments, state unemployment insurance payments and state training taxes, made necessary by the force account work.

(2) For equipment, the Contractor will be paid for the use of equipment at the rental rates listed for that equipment in the State Department of Transportation publication entitled “Labor Surcharge and Equipment Rental Rates”, which is in effect on the date the work is performed, regardless of ownership or any rental agreement entered into by Contractor for such equipment. The rental rate paid in accord with said publication shall be deemed to include the cost of fuel, oil, lubrication, supplies, small tools, attachments, repairs and maintenance, depreciation, storage and insurance for said equipment. Rental time will not be paid when equipment is inoperable due to breakdowns, repairs or maintenance.

(3) For materials used in the work, the District will pay for materials furnished by the Contractor and necessarily used in the force account work. Prior to markups as set forth below, the amount paid shall be the price paid by the actual purchaser to the actual supplier plus any necessary actual costs of handling the materials.

Contractor may add fifteen percent (15%) to the total labor, equipment and material charges as the total overhead and profit to the entity or entities actually performing the force account work. If the entity or entities actually performing the work are Subcontractors or Sub-subcontractors, the Contractor shall be allowed five percent (5%) of the total charge of the performing entity or entities (including mark-up) as Contractor’s mark-up. No other mark-ups shall be allowed hereunder.

The Contractor shall submit to the District daily work and material tickets, to include the identification number assigned to the change in the Work, the location and description of the change in the Work, the classification of labor employed (and names and social security numbers), hours expended, the material used, the equipment rented (not tools) and such other evidence of cost as the District may require. The District may require authentication of all time and material tickets and invoices by persons designated by the District for such purpose. The failure of the Contractor to secure any required authentication shall, if the District elects to treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the District shall not constitute an acknowledgment by the District that the items thereon were reasonably required for the Change in the Work.

(e) Limitations on Changes

The Contractor shall not be entitled to any amount for indirect costs, damages or expenses of any nature, including, but not limited to, so-called "impact" costs, labor
inefficiency, wage, material or other escalations beyond the prices upon which the proposal is based and to which the parties have agreed pursuant to the provisions of this section, and which the Contractor, its Subcontractors and Sub-subcontractors or any other person may incur as a result of delays, interferences, suspensions, changes in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all changes in the work performed pursuant to this section. It is understood and agreed that the Contractor's sole and exclusive remedy in such event shall be recovery of its direct costs as compensable hereunder and an extension of the time of the Contract, but only in accordance with the provisions of the Contract Documents.

It is expressly agreed that Contractor shall not be entitled to claim damages for anticipated profits on any portion of the Work that may be deleted.

The amount of any adjustment for work deleted shall be estimated at the time deletion of work is ordered and the estimated adjustment will be deducted for the subsequent monthly pay estimates. The District reserves its rights under Section 3.18 to audit Contractor's as-proposed profit in connection with any deductive change, to arrive at a final adjustment. Contractor's as-proposed profit shall be reduced pro rata according to the proportion of the original contract value less as-proposed profit, represented by the work deleted.

The District reserves the right to contract with any person or firm other than the Contractor for any or all Extra Work.

2.05. UNILATERAL CHANGE IN OR ADDITION TO THE WORK

Notwithstanding the above, the District, directly or through the District's Representative, may direct the Contractor in writing to perform changes in or additions to the scope of the Contract. The Contractor shall perform such work and the parties shall proceed pursuant to the provisions of Section 2.04.

2.06. DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before the following conditions are disturbed, notify the District in writing of any:

(a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25110.02 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; or

(b) Subsurface or latent physical conditions at the Site differing from those indicated in the Contract Documents; or

(c) Unknown conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Architect/Engineer shall thereupon promptly investigate the conditions. If the Engineer finds that they do involve hazardous waste, or do materially differ and cause an decrease or increase in the Contractor's cost or time of performance, the District will issue a change order as appropriate. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided in Section 2.04 for adjustments as to extra and/or additional work and changes. In the event that a dispute arises between the District and the
Contractor, whether the conditions materially differ, or involve hazardous waste, or cause and decrease or increase the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided by the Contract, but shall proceed with all work to be performed under the Contract, the procedures applicable to claims for extra costs shall then apply.

2.07. CLAIMS FOR EXTRA COSTS

(a) Notice of Potential Claims

(1) It is hereby mutually agreed that the Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the District, or the happening of any event, thing or occurrence, unless the Contractor provides the District with written notice of the potential claims as hereinafter specified. Compliance with this section.

(2) The written notice of potential claims shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The notice as above required shall be given to the District prior to the time that the Contractor commences performance of the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the District, or in all other cases within ten (10) days after the happening of the event, thing or occurrence giving rise to the potential claim.

(b) Resolution of Claims

(1) Submission of Claims. The Contractor may file a written claim, as defined by Public Contract Code section 9204(c)(1), with the Owner including reasonable documentation to support the claim. Upon receipt of the claim, the Owner shall conduct a reasonable review of the claim, and within a period not to exceed forty-five (45) days, the Owner shall provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. The time in which the Owner must provide a written statement may be extended by mutual agreement of the parties as specified by Public Contract Code section 9204(d)(1)(C). The Owner shall pay any undisputed portion of the claim within sixty (60) days after issuance of its written statement.

(2) Meet And Confer Regarding Unresolved Formal Claim. If the Contractor disputes the Owner's written statement issued pursuant to Section 2(7)(b)(1) or if the Owner fails to issue a timely written response, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute. The meet and confer conference shall be attended by senior executives of the parties who have authority to settle the controversy. Within ten (10) business days following the conclusion of the meet and confer conference, the Owner shall provide the Contractor with a written statement identifying the
portion of the claim that remains in dispute and the portion that is undisputed. The Owner shall pay any undisputed portion of the claim within sixty (60) days after it issues its written statement.

(3) **Mediation.** If the Contractor disputes, in writing, any portion of the Owner's written statement as issued under Section 2(7)(b)(2), the disputed items shall be submitted to nonbinding mediation according to the provisions of Public Contract Code section 9204(d)(2), and any costs of mediation shall be allocated as set forth in that section. Upon receipt of a claim, the Owner and the Contractor may agree to waive, in writing, mediation.

(4) **Failure to Respond or Pay.** If the Owner fails to timely respond to a claim from the Contractor or otherwise fails to meet the time requirements of Public Contract Code section 9204, the claim shall be deemed rejected in its entirety. Additionally, amounts not timely paid in the manner required by Public Contract Code section 9204 shall bear interest at seven (7) percent per annum.

(5) **Subcontractor Claims.** If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against the Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of the subcontractor or lower tier subcontractor pursuant to Public Contract Code section 9204(d)(5).

(6) **Government Claims Act.** If, following compliance with the requirements with Section 2(7)(b)(1-5), the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits its written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

### 2.08. DISPUTES

Except as otherwise specifically provided in the Contract Documents, the District will initially decide all claims of the Contractor and all disputes arising under and by virtue of the Contract. Such claim or dispute will be processed and decided by the District as soon as practicable after its submission and the submission or availability of any additional information necessary to its decision. If the Contractor is dissatisfied with the District's decision, the Contractor may, within fifteen (15) days from the date of the District's decision, follow the procedures set forth in Section 2.07. If the Contractor fails to follow the procedures set forth in Section 2.07 within the fifteen (15)-day period, then the District's decision shall be final, conclusive and binding on the Contractor.

### 2.09. GUARANTEE

(a) In addition to warranties, representations and guarantees stated elsewhere in the Contract Documents, the Contractor unconditionally guarantees all materials and workmanship furnished hereunder, and agrees to replace the same at
its sole cost and expense, and to the satisfaction of the Engineer, any and all materials
which may be defective or improperly installed.

(b) The Contractor shall repair or replace to the satisfaction of the District
any or all such work that may prove defective in workmanship or materials, ordinary
wear and tear excepted, together with any other work, which may be damaged or
displaced in so doing.

(c) In the event of failure to comply with the above stated conditions within
a reasonable time, the District is authorized to have the defect repaired and made
good at the expense of the Contractor who will pay the costs and charges therefore
immediately upon demand, including any reasonable management and administrative
costs, and engineering, legal and other consultant fees incurred to enforce this
section.

(d) The signing of the Contract by the Contractor shall constitute execution
of the above guarantees. Except as otherwise provided in this Contract, the
 guarantees and warranties shall remain in effect for a period of one (1) year after final
acceptance of the Work by the District.
SECTION 3
CONTROL OF WORK

3.01. AUTHORITY OF DISTRICT’S REPRESENTATIVE

(a) The District’s Representative is the representative of the District and has full authority to interpret the Contract Documents, to conduct the construction review and inspection of the Contractor’s performance, and to decide questions, which arise during the course of the Work and the District’s Representative’s decisions on these matters, shall be final and conclusive. The District’s Representative has the authority to reject all work and materials, which do not conform to the Contract Documents, and has the authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Contract. The District’s Representative’s failure to stop the Work shall not obligate the District to accept defective or otherwise unacceptable work or otherwise affect the District’s Representative’s or District’s authority to reject work for any reason set forth in the Contract Documents.

(b) If at any time the Contractor’s work force, tools, plant or equipment appear to the District’s Representative to be insufficient or inappropriate to secure the required quality of work or the proper rate of progress, the District’s Representative may order the Contractor to increase their efficiency, improve their character, to augment their number or to substitute other personnel, new or additional tools, plant or equipment, as the case may be, and the Contractor shall comply with such order. Neither the failure of the District’s Representative to demand such increase of efficiency, number, or improvement, nor the compliance by the Contractor with the demand, shall relieve the Contractor of its obligation to provide quality work at the rate of progress necessary to complete the Work within the specified time.

(c) The District’s Representative may authorize minor variations in the work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time. These may be accomplished by a Field Order. Contractor shall comply promptly with all Field Orders. If the District's Representative and Contractor are unable to agree on entitlement or on the amount or extent, if any, of any adjustment in the Contract Price or Contract time, or cost, as a result of a Field Order, a claim may be made therefor pursuant to Section 2.07.

(d) Any order given by the District’s Representative, not otherwise required by the Contract Documents to be in writing shall, on request of the Contractor, be given or confirmed by the Engineer in writing.

(e) Whenever work, methods of procedure, or any other matters are made subject to direction or approval, such direction or approval will be given by the District’s Representative.

(f) If the Contractor, in the course of the Work, finds any discrepancy between the Drawings and the physical condition of the locality, or any errors or omissions in the Drawings, or in the layout as given by points and instructions, it shall be the Contractor's duty to inform the Architect in writing, and the Architect will promptly verify the same.
Any work done after such discovery, until authorized, will be done at the Contractor's risk. All Drawings, Specifications, and copies thereof furnished by the Architect are the property of the Architect and shall not be reused on other work and, with the exception of the signed Contract sets, are to be returned to the Architect, on request, at the completion of the Work. All models are the property of the District.

(g) The Drawings shall be supplemented by such Shop Drawings prepared by the fabricator and/or supplier and Working Drawings prepared by the Contractor as are necessary to adequately control the Work. No changes shall be made by the Contractor in any Shop or Working Drawings after they have been reviewed by the Architect, if the Architect deems that no further submittals are necessary. The Contractor shall not commence the layout, purchase, fabrication, or construction of any work for which Shop or Working Drawings are required until Engineer has reviewed the specifications and drawings and has indicated in writing no further submittals are required for compliance with the Contract Documents.

(h) Shop and Working Drawings for any structure shall include, but not be limited to, detail design calculations, fabrication and installation drawings, lists, graphs, operating instructions, etc., which shall be reviewed and accepted by the Architect before any such work is performed.

(i) Shop and Working Drawings will be required for cribs, cofferdams, falsework, centering and form work and for other temporary work and methods of construction the Contractor proposes to use. Such Drawings shall be subject to the review and acceptance of the Architect insofar as the details affect the character of the finished work, but details of design will be left to the Contractor who shall be responsible for the successful construction of the Work.

(j) Contractor agrees that Shop and/or Working Drawings processed by the Architect are not Change Orders; that the purpose of these Drawings submitted by the Contractor is to demonstrate to the Architect that the Contractor understands the design concept, that the Contractor demonstrates its understanding by indicating which equipment and material the Contractor intends to furnish and by detailing the fabrication methods it intends to use. It is expressly understood, however, that favorable review of the Contractor’s Shop and Working Drawings shall not relieve the Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreements of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of its Drawings with the Specifications. Contractor further agrees that if deviations, discrepancies or conflicts between Shop and/or Working Drawings and Specifications are discovered either prior to or after the Drawings are processed by the Architect, the Specifications shall control and shall be followed.

(k) Unless otherwise stated, the Architect shall have thirty (30) days from the date of receipt of Shop and/or Working Drawings for review.

(l) Full compensation for furnishing all Shop and/or Working Drawings shall be considered as included in the prices paid for the Contract items of work to which such drawings relate and no additional compensation will be allowed therefore. Any cost related to the Architect's review of any particular set of Shop and/or Working Drawings more than twice, due to incompleteness or unacceptability, shall be borne by the Contractor, and the District reserves the right to withhold such costs from payments due the Contractor.
3.02. PERMITS AND REGULATIONS

Permits and licenses, of a temporary or permanent nature, necessary for the prosecution of the Work shall be secured and paid for by the Contractor.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as shown on the plans and described in the Specifications. Contractor shall promptly notify the Architect in writing of any specification at variance therewith. In such instances, any necessary changes shall be adjusted as provided in the Contract for changes in the Work. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the Architect, Contractor shall bear all costs arising therefrom.

3.03. CONFORMITY WITH CONTRACT DOCUMENTS AND ALLOWABLE DEVIATIONS

Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on Contract Documents. Although measurement, sampling, and testing may be considered evidence as to such conformity, the Architect shall be the sole judge as to whether the Work or materials deviate from the Contract Documents. The Architect’s decision as to any allowable deviations therefrom shall be final and conclusive.

3.04. COORDINATION AND INTERPRETATION OF CONTRACT DOCUMENTS

(a) Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Specifications and Plans, the Contractor shall apply to the Architect for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of the Specifications and Plans, reference shall be made to the Architect, whose decision thereon shall be final and conclusive.

(b) Any reference made in the Specifications and Plans to any specification, standard, method, or publication of any scientific or technical society or other organization shall, in the absence of a specific designation to the contrary, be understood to refer to the specification, standard, method, or publication in effect as of the date that the Work is advertised for Proposals.

3.05. SUBCONTRACTORS
(a) The attention of the Contractor is directed to the provisions of California Public Contract Code sections 4100-4113 regarding subcontracting and said provisions are by this reference incorporated herein and made a part hereof.

(b) Each subcontract shall contain a suitable provision for the suspension or termination thereof should the Work be suspended or terminated or should the Subcontractor neglect or fail to conform to every provision of the Contract Documents insofar as such provisions are relevant. The Contractor shall be fully responsible to the District for the acts or omissions of the Contractor’s Subcontractors and of the persons either directly or indirectly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the District. If a legal action, including arbitration and litigation, against the District is initiated by a Subcontractor or Supplier, the Contractor shall reimburse the District for the amount of legal, engineering and all other expenses incurred by the District in defending itself in said action.

(c) The District, the District’s Representative and the Architect reserve the right to approve all Subcontractors.

Such approval shall be a consideration to the awarding of the Contract and unless notification to the contrary is given to the Contractor prior to the signing of the Contract, the list of Subcontractors which is submitted with the Contractor’s proposal will be deemed to be acceptable. Contractor shall not, without the written consent of the District, subcontract the whole of the Work.

3.06. COOPERATION OF CONTRACTORS

(a) Should construction be under way by other forces or by other contractors within or adjacent to the limits of the Work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

(b) When two or more contractors are employed on related or adjacent work, each shall conduct its operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by its operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

3.07. SUPERINTENDENCE

(a) The Contractor shall designate in writing, before starting work, an individual as authorized representative who shall have the authority to represent and act for the Contractor. This authorized representative shall be present at the Site of the Work at all times while work is actually in progress on the Contract. When the Work is not in progress and during periods when the Work is suspended, arrangements acceptable to the District shall be made for any emergency work, which may be required.
(b) The Contractor is solely responsible, at all times, for the superintendence of the Work and for its safety and progress.

(c) Whenever the Contractor or its authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the District, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given.

(d) Any order given by the District, not otherwise required by the Specifications to be in writing, will on request of the Contractor, be given or confirmed by the District in writing.

3.08. INSPECTION OF WORK

(a) Unless otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the Architect /Engineer & District's 3rd Party Testing Agency. The Architect /Engineer & District's 3rd Party Testing Agency will observe the progress and quality of the Work and determine, in general, if the Work is proceeding in accordance with the intent of the Contract Documents. The Architect /Engineer & District's 3rd Party Testing Agency shall not be required to make comprehensive or continuous inspections to check the quality of the Work. The Architect /Engineer & District's 3rd Party Testing Agency shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. Visits and observations made by the Architect /Engineer & District's 3rd Party Testing Agency shall not relieve the Contractor of Contractor's obligation to conduct comprehensive inspections of the Work and to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

(b) Whenever the Contractor varies the period during which work is carried on each day, the Contractor shall give due notice to the Architect /Engineer & District's 3rd Party Testing Agency so that proper inspection may be provided. Any work done in the absence of the Architect /Engineer & District's 3rd Party Testing Agency shall be subject to rejection. Proper facilities for safe access for inspection to all parts of the Work shall at all times be maintained for the necessary use of the Architect /Engineer & District's 3rd Party Testing Agency and other agents of the District, and agents of the federal, state, or local governments at all reasonable hours for inspection by such agencies to ascertain compliance with laws and regulations.

(c) One or more inspectors may be assigned to observe the Work by the Architect /Engineer & District's 3rd Party Testing Agency and to act in matters of construction under this Contract. It is understood that inspectors shall have the power to issue instructions and make decisions within the limitations of the authority of the Architect /Engineer & District's 3rd Party Testing Agency. Such inspection shall not relieve the Contractor of the Contractor's obligation to conduct comprehensive inspections of the Work, to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions in conformance with the intent of the Contract.

(d) The Architect /Engineer & District's 3rd Party Testing Agency and the Architect /Engineer & District's 3rd Party Testing Agency's representatives shall at all
times have access to the Work wherever it is in preparation or progress, and the Contractor shall provide safe and convenient facilities for such access and for inspection. If the Specifications, the Architect /Engineer & District's 3rd Party Testing Agency's instructions, laws, ordinances, or any public authority require any material, equipment or work to be specifically tested or approved, the Contractor shall give the Architect /Engineer & District's 3rd Party Testing Agency timely notice of its readiness for inspection, and if the inspection is by an authority other than the District, of the time fixed for inspection. Inspections by the Architect /Engineer & District's 3rd Party Testing Agency will be made promptly and, where practicable, at the source of supply.

(e) Work performed without inspection may be required to be removed and replaced under proper inspection. In such instances, the entire cost of removal and replacing, including the cost of District-furnished materials used in the Work, shall be borne by the Contractor, regardless of whether or not the Work exposed is found to be defective. Examination of questioned work, other than that installed without inspection, may be ordered by the Architect /Engineer & District's 3rd Party Testing Agency and, if so ordered, the Work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the District will pay the cost of re-examination and replacement. If such work is found to be not in accordance with the Contract Documents, the Contractor shall pay such cost, unless the Contractor can show that the defect in the Work was caused by another contractor, and in that event the District will pay such costs.

(f) The inspection of the Work shall not relieve the Contractor of the Contractor's obligation to fulfill the Contract as herein prescribed, or in any way alter the standard of performance provided by the Contractor, and defective work shall be made good and unusable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Architect /Engineer & District's 3rd Party Testing Agency and accepted or estimated for payment. If the Work or any part thereof shall be found defective, the Contractor shall, within ten (10) calendar days, make good such defect in a manner satisfactory to the Architect /Engineer & District's 3rd Party Testing Agency. If the Contractor fails to make ordered repairs of defective work or to remove the condemned materials from the Work within ten (10) calendar days after written direction by the Architect /Engineer & District's 3rd Party Testing Agency, the District may make the ordered repairs, or remove the condemned materials, and deduct the cost thereof from any monies due the Contractor.

(g) The Contractor shall furnish promptly, without additional charge, all facilities, labor and materials reasonably needed by the Architect /Engineer & District's 3rd Party Testing Agency for performing all inspection and tests. Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.

(h) Where any part of the Work is being done under an encroachment permit or building permit, or is subject to federal, state, county or District codes, laws, ordinances, rules or regulations, representatives of the government agency shall have full access to the Work and shall be allowed to make any inspection or tests in accordance with such permits, codes, laws, ordinances, rules, or regulations. If advance notice of the readiness of the Work for inspection by the governing agency is required, the Contractor shall furnish such notice to the appropriate agency.

(i) The Architect /Engineer & District's 3rd Party Testing Agency may inspect the production of material, or the manufacture of products at the source of supply.
supply. Plant inspection, however, will not be undertaken until the Architect /Engineer & District's 3rd Party Testing Agency is assured of the cooperation and assistance of both the Contractor and the material producer. The Architect /Engineer & District's 3rd Party Testing Agency or the Architect /Engineer & District's 3rd Party Testing Agency's authorized representative shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The District assumes no obligation to inspect materials at the source of supply.

3.09. TESTS

The District shall perform, at the District's own expense, all tests specified or required by the Specifications. The Engineer may perform such tests as the Engineer deems necessary to determine the quality of work or compliance with Contract Documents. The Contractor shall furnish promptly without additional charge all facilities, labor, and material reasonably required for performing safe and convenient tests as may be required by the Engineer. All tests by the Engineer will be performed in such a manner as will not unnecessarily delay the Work. The Contractor shall not be required to reimburse the District for tests performed by the District or Engineer. If samples of materials are submitted which fail to pass the specified tests, the Contractor shall pay for all subsequent tests. The District is responsible for the 3rd party testing.

3.10. REMOVAL OF REJECTED AND UNAUTHORIZED WORK AND MATERIALS

(a) All work or materials, which have been rejected, shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation shall be allowed the Contractor for such removal, replacement, or remedial work.

(b) Any work done beyond the lines and grades shown on the plans or established by the Architect or any Extra Work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Architect or District Representative, unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.

(c) Upon failure of the Contractor to comply with any order of the Architect or District Representative made under this section, the District may cause rejected or unauthorized work to be remedied, removed, or replaced, and may deduct the costs therefore from any monies due or to become due the Contractor.

3.11. DEDUCTIONS FOR UNCORRECTED WORK

If the Architect or District Representative deems it inexpedient to correct work damaged or not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore, and such sum may be withheld by the District from Contractor's payment.

3.12. EQUIPMENT AND PLANTS

(a) Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the Project.
(b) Plants will be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to insure the production of sufficient material to carry the Work to completion within the time limit.

(c) The Contractor shall provide adequate and suitable equipment and plants to meet the above requirements, and when ordered by the Architect or District Representative, shall remove unsuitable equipment from the Work and discontinue the operation of unsatisfactory plants. Contractor shall, upon request of the Architect or District Representative, submit one or more lists identifying, by make, model number, contractor's identification number and empty gross weight, each piece of operable equipment used for the Work. Contractor shall, upon request of the Architect or District Representative, submit documentation establishing that any measuring device used for the Work has been tested and properly approved under California Test 109.

(d) In the case of termination of this Contract before its completion for any cause whatsoever, the Contractor, if notified to do so by the District, shall promptly remove any part or all of its equipment and supplies from the property of the District. If the Contractor fails to do so, the District shall have the right to remove such equipment and supplies at the expense of the Contractor.

3.13. CHARACTER OF WORKER

If any Subcontractor, or person employed by the Contractor or any Subcontractor fails or refuses to carry out the directions of the Architect or District Representative or appears to the Architect or District Representative to be incompetent or to act in a disorderly or improper manner, said person shall be removed from the Project immediately on the requisition of the Architect or District Representative. That person shall not again be employed on the Work. Such discharge shall not be the basis for any claim for compensation or damages against the District, or any of its officers or agents.

3.14. SEPARATE CONTRACTS

(a) The District reserves the right to let other contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate Contractor's work with the other contractor's work.

(b) If any part of the Contractor's work depends on proper execution or results upon the Work of any other contractor, the Contractor shall inspect and promptly report to the District Representative any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's work, except as to defects which may develop in the other contractor's work after the execution of the Contractor's work.

(c) To insure the proper execution of Contractor's subsequent work, the Contractor shall measure work already in place and shall at once report to the District Representative any discrepancy between the executed work and the Drawings.

3.15. ASSIGNMENT
The Contractor shall not assign the Contract or sublet it as a whole or in part without the written consent of the District, nor shall the Contractor assign any monies due, or to become due to the Contractor hereafter without the prior written consent of the District.

3.16. USE OF COMPLETED PORTIONS, RIGHT TO OPERATE UNSATISFACTORY EQUIPMENT OR FACILITIES

(a) The District may, at any time, and from time to time, during the performance of the Work, enter the Work Site for the purpose of installing any necessary work by District labor or other contracts, and for other purpose in connection with the installation of facilities. In doing so, the District shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other work being done by or on behalf of the District.

(b) If, prior to completion and final acceptance of all the Work, the District takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the Work with the intent to retain possession thereof (as distinguished from temporary possession contemplating the return to the Contractor), then, while the District is in possession of the same, the Contractor shall be relieved of liability for loss or damage to such structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by the District shall not relieve the Contractor from any provisions of this Contract regarding such structure, other than to the extent specified in the preceding sentence, nor shall such taking constitute a final acceptance of such structure or facility.

(c) If, following installation of any equipment or facilities furnished by the Contractor, defects requiring correction by the Contractor are found, the District shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to the District.

3.17. LANDS FOR WORK, RIGHT-OF-WAY CONSTRUCTION ROADS

(a) The District will provide the lands, easements, right-of-way, and/or encroachment permits necessary or other rights to enter and work on lands necessary for the performance of the Work. Other permits and licenses are addressed by Section 3.02. Should the Contractor find it advantageous to use any additional land for any purpose whatever, the Contractor shall provide for the use of such land at its expense. The District or District Representative shall be furnished with a copy of written agreements or otherwise be notified in writing of additional working space which is acquired. Nothing herein contained and nothing marked on the Plans shall be interpreted as giving the Contractor exclusive occupancy of the territory provided by the District. When two or more contracts are being executed at one time on the same or adjacent land in such a manner that work on one contract may interfere with that on another, the District or District Representative shall decide which contractor shall cease work, and which shall continue, or whether the work on both contracts shall progress at the same time and in what manner, and the decision of the District or District Representative shall be final and binding. When the territory of one contract is the necessary or convenient means of access for the performance of another contract, such privilege of access or any other reasonable privilege may be granted by the District or District Representative to the contractor so desiring, to the extent, amount,
in the manner, and at the time permitted. No such decision as to the method or time of conducting the Work or the use of territory shall be the basis of any claim for delay or damage.

(b) Lands, easements or rights-of-way to be furnished by the District for construction operations will be specifically shown on the Plans.

(c) The Contractor shall construct and maintain all roads necessary to reach the various parts of the Work and for the transportation thereto of construction material and personnel. The cost of constructing and maintaining such roads shall be borne by the Contractor.

3.18. DISTRICT'S RIGHT TO AUDIT AND PRESERVATION OF RECORDS

(a) The Contractor shall maintain books, records and accounts of all costs in accordance with generally accepted accounting principles and practices. The District and its authorized representatives shall have the right to audit the books, records and accounts of the Contractor under any of the following conditions:

(1) The Contract is terminated for any reason in accordance with the provisions of the Contract Documents in order to arrive at equitable termination costs;

(2) In the event of a disagreement between the Contractor and the District over the amount due the Contractor under the terms of the Contract;

(3) To check or substantiate any amounts invoiced or paid which are required to reflect the costs of the Contractor, or the Contractor's efficiency or effectiveness under this Contract or in connection with extras, changes, claims, additions, backcharges, or others, as may be provided for in this Contract;

(4) If it becomes necessary to determine the District's rights and the Contractor's obligations under the Contract or to ascertain facts relative to any claim against the Contractor which may result in a charge against the District;

(5) To determine any difference in cost occasioned by a permissible substitution;

(6) And/or for any other reason in the District's sole judgment.

(b) Contractor shall provide the District (or its representatives), unlimited, reasonable access during working hours to the Contractor's books and records. The District's audit rights shall be liberally construed in the District's favor.

(c) The Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to the District for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor (but without any charge to the District), all its books, records, documents, photographs, micro-
photographs, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work hereunder.

(d) The District will make all payments required of it under this Contract subject to audit, under circumstances stated above, which audit may be performed at the District’s option, either during the Contract time period or during the record retention time period. Regardless of authorization, approval or acceptance, signatures or letters which are given by the District and are part of the District’s control systems or are requested by the Contractor, the payments made under this Contract shall not constitute a waiver or agreement by the District that it accepts as correct the billings, invoices or other charges on which the payments are based. If the District’s audit produces a claim against the Contractor, the District may pursue all its legal remedies even though it has made all or part of the payments required by this Contract.

(e) If any audit by the District or its representative discloses an underpayment by the District pursuant to the terms of the Contract Documents, the District shall have the duty to pay any amount found by the audit to be owed to the Contractor. If such audit discloses an overpayment, the Contractor shall have the obligation to reimburse the District for the amount of the overpayment. The District’s right to claim reimbursement from the Contractor of any overpayment shall not be terminated or waived until three years after the completion of the District’s audit or upon the termination of audit rights under subparagraph 3.18(f), whichever date is later. The obligation of the Contractor to make reimbursements hereunder shall not terminate except as provided by law.

(f) The District’s right to audit and the preservation of records shall terminate at the end of three (3) years after the date final payment is made or termination of the Contract. The Contractor shall include this “Right to Audit and Preservation of Records” clause in all subcontracts issued by it and it shall require the same to be inserted by all lower tier Subcontractors in their subcontracts, for any portion of the work. Should Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure the District’s rights hereunder, Contractor shall be liable to the District for all costs, expenses and attorney’s fees which the District may have to incur obtaining or attempting to obtain an audit or inspection of or the restoration of records which otherwise would have been available to the District from said persons under this clause. Such audit may be conducted by the District or its authorized representative.
SECTION 4
CONTROL OF MATERIALS

4.01. MATERIALS

(a) Unless otherwise specifically stated in the Specifications, the Contractor shall furnish all materials necessary for the execution and completion of the Work. Unless otherwise specified, all materials shall be new and shall be manufactured, handled, and installed in a workmanlike manner to insure completion of the Work in accordance with the Contract Documents. The Contractor shall, upon request of the Architect or District Representative, furnish satisfactory evidence as to the kind and quality of materials.

(b) Where materials are to be furnished by the District, the type, size, quantity and location at which they are available will be stated in the Contract Documents.

(c) Manufacturers’ warranties, guarantees, instruction sheets and parts listed, which are furnished with certain articles or materials incorporated in the Work, shall be delivered to the Engineer before acceptance of the Contract.

4.02. STORAGE OF MATERIALS

Articles or materials to be incorporated in the Work shall be stored in such a manner as to insure the preservation of their quality and fitness for the Work, and to facilitate inspection.

4.03. TRADE NAMES AND ALTERNATIVES

Whenever a material, article, system or sub-system is specified or described by using the name and/or model of a proprietary product or trademark or the name of the manufacturer or vendor, the specified item shall establish the type, function, and quality required. It shall be understood that the words "or approved equivalent" are implied whether or not they follow the proprietary enumeration.

The District reserves the right to determine when proprietary items have no equivalency, and when uniformity of operations, interchangeability of parts, standard parts inventory, etc., are in the District's best interest.

Requests for review of equivalency will be considered upon submission of sufficient information as described herein, to allow complete review. Such requests shall not be accepted from anyone other than the Contractor. Such submission must be made prior to purchase, fabrication, manufacture or use of the equivalent items under consideration.

(a) Contractor's Risk. If the Contractor includes in its Proposal or later proposes any material, product or equipment that the Contractor considers equivalent to that specified, the Contractor assumes all risk of any sort associated with acceptance or rejection of proposed equivalent items. The Contractor shall have no right to make claim based upon Contractor's Proposal that includes a proposed equivalent item(s) of work which resulted in a lower Proposal amount for said item(s) or lower total Proposal.
Submission Requirements. Each submission for equivalency review shall include:

1. Justification for use of the proposed equivalent item(s), including evidence, as applicable, that Contract specified material, product or equipment is unobtainable or unobtainable within an acceptable time for contract completion;

2. A description of the difference between specified item(s) and proposed equivalent item(s) and the comparative advantages and disadvantages of each;

3. All relevant data addressing each specified parameter to show equivalency;

4. A prediction of any effects the proposed change will have on operation and maintenance costs where applicable.

5. Equivalency. An item will be considered equivalent to the item specified if it is equal to or better in:

6. Design and strength in all sub-parts, quality, reliability and durability, operation, maintenance and serviceability, as applicable; and

7. Specified parameters in performance in all respects for the specific function(s) indicated in the contract.

Supplemental Requirements. Any tests required by the District to establish quality and performance standards shall be promptly conducted by or through the Contractor at no additional cost to the District. In addition, the Contractor shall:

1. Submit any additional data requested by the District or District Representative for the equivalency review; and

2. Satisfactorily accomplish all changes, including any Engineering associated with use of equivalent items, at no additional cost to the District.

Equivalency Determinations. The District or District Representative shall be the sole judge as to equivalency determinations. The District or District Representative’s decision shall be final. The Contractor shall have no right of appeal to any decision rejecting the equivalency of any item.

Procedure.

1. Data substantiating a request for a substitution of "an equal" item shall be submitted prior to the Award of the Contract pursuant to Section 3400 of the latest edition of the Public Contract Code.

2. After the Proposal opening, the Proposers shall have seven (7) calendar days to provide complete substantiating data for all product, material or system substitution requests. After this seven (7)-day period, the District
may award the Contract. In no event will product, material or system substitution requests submitted after the Award of Contract be considered. Failure to submit such substantiating data will result in the automatic rejection of the proposed substitution request. The District will have fifteen (15) days to review the first ten (10) proposed substitution requests. For each additional five (5) product, material or system substitution requests over and above the initial ten (10), the District will have ten (10) additional days to review the proposed substitution requests.

(3) Each substitution request may include one alternate substitution. All alternate substitutions shall be submitted concurrently with substitution requests. Upon review by the District, proposed substitutions shall be returned to the Proposer marked either "accepted" or "rejected". The District shall only review alternative substitution requests if the primary substitution request is rejected. If a substitution request, and its alternative, is returned "rejected", no further substitution requests for that product, material or system will be allowed and the Proposer will provide the specified product, material or system.

(4) The District may award the Contract at any time after the time for submitting substitution requests expires pursuant to subpart (2), above. In the event the Contract is awarded prior to acceptance/rejection of substitution requests, all outstanding substitution requests shall be reviewed by the District as provided above. If the successful Proposer elects not to execute the Contract, the Award of Contract shall be rescinded and the Contract awarded to another Proposer in the discretion of the District. All Proposers electing not to execute the Contract expressly agree that the District shall incur no liability for such rescissions.

4.04. CERTIFICATES OF COMPLIANCE

(a) A Certificate of Compliance shall be furnished prior to the use of any materials for which the Technical Specifications require that such a certificate be furnished. In addition, when so authorized in the Specifications, the Architect or District Representative may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate of Compliance shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Contract. A Certificate of Compliance shall be furnished with each lot of material delivered to the Work and the lot so certified shall be clearly identified in the Certificate.

(b) All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.
(c) The District reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance. The form of the Certificate of Compliance and its disposition shall be as directed by the Architect or District Representative.
5.01. COMPLIANCE WITH LAWS – PERMITS, REGULATIONS, TAXES

The Contractor is an independent contractor and shall, at the Contractor's sole cost and expense, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the Work, obtain all necessary permits and licenses therefore, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries or any remuneration paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules or regulations. The Contractor shall also pay all property tax assessments on materials or equipment used until acceptance by the District. If any discrepancy or inconsistency is discovered in the Plans or Specifications, or in this Contract in relation to any such law, rule, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the District Representative in writing. The Contractor shall also protect, defend and indemnify the District, District Representative the Architect, and all of the District's officers, agents, and servants against any claim or liability arising from or based upon the violation of any such law, rule, ordinance, regulation, order or decree, whether by the Contractor or its employees. Particular attention is called to the following:

(a) Without limitation, materials furnished and performance by Contractor hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor; and any other applicable Federal regulations.

(b) The Contractor, upon request shall furnish evidence satisfactory to the District and Architect that any or all of the foregoing obligations have been or are being fulfilled. The Contractor warrants to the District that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that Contractor has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable the Contractor to perform this Contract.

(c) Contractor is required to insure that material safety data sheets (MSDS's) for any material requiring a material safety data sheet pursuant to any federal or state law are available in a readily accessible place on the Project premises. Contractor is also required to insure:

(1) The proper labeling of any substance brought onto the Project premise by Contractor or any subcontractors and

(2) That the person(s) working with the material, or within the general area of the material, are appropriately informed about the hazards of the substance and follow proper handling and protection procedures.

(d) Contractor is required to comply with the provisions of California Health and Safety Code section 25249.5, et seq. (Prop. 65), which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer.
(e) On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at [https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf](https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf).

Under the EO, compliance is required with all economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. To the fullest extent under the law, the District will engage all measures to comply with the sanctions and the EO, including:

- Refraining from entering into new contracts with prohibited individuals or entities while the sanctions are in effect;
- Desisting from making new investments in, or engaging in financial transactions with, Russian entities, and from transferring technology to Russia or Russian entities; and
- Endeavoring to support the government, people, and businesses of Ukraine where possible.

As a District contractor, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website ([https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions](https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions)). Failure to comply may result in the termination of the subject contract or grant, as applicable.

### 5.02. PREVAILING WAGE

(a) The Contractor shall forfeit as penalty to the District the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Contractor or any Subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775 which is incorporated herein by reference.

(b) The District will not recognize any claims for additional compensation because of the payment of the wages set forth in these General Conditions. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its proposal, and will not under any circumstances, other than delays caused by the District, the Architect, or the District's agents, be considered as the basis of a claim against the District.

(c) The Contractor agrees to follow the instructions of the District’s labor compliance officer until notified otherwise in writing by the District.

(d) The Director of the Department of Industrial Relations of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. Copies of the applicable prevailing wage rate determinations are made available to the Contractor and Subcontractor at the Pre-Job Conference Meeting. The Contractor shall post a copy of this document at the prevailing wages
at each job site, along with a CMU work place poster (available from the Department of Industrial Relations), printed on 8 1/2" X 11" paper or larger, in accordance with California Code of Regulations, Title 8, section 16451(d).

### 5.03. PREVAILING WAGE RECORDS

(a) The Work is subject to monitoring and enforcement of prevailing wage requirements by the Department of Industrial Relations (“DIR”) and the following provisions will apply:

(1) Contractor and subcontractors shall maintain and furnish to the DIR, a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports in PDF form shall be transmitted electronically to the DIR. The provisions of Labor Code section 1776 are incorporated herein by reference.

(2) The DISTRICT and the DIR shall review, including by way of job site inspections, and, if appropriate, audit payroll records to verify compliance with the public works requirements of the Labor Code. The DIR will notify the Contractor or Subcontractor(s), as appropriate) of any noncompliance, in order for all such Contractor or Subcontractor(s) to correct the noncompliance.

(3) The District shall withhold payments when payroll records are delinquent or inadequate.

(4) The District shall withhold payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.

(5) The District shall cooperate with the DIR and DLSE in any investigation of suspected violations of prevailing wage requirements.

(6) As directed by the Labor Commissioner, the District shall withhold Contract payments equal to the payments due or estimated to be due to the Contractor or Subcontractors whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against such Contractor or Subcontractors. The Contractor shall be required to withhold payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured such delinquency or deficiency.

(7) These payroll records shall be made available to the District's representatives. These records shall be maintained during the course of the Work. The Contractor and all subcontractors shall make the certified payroll records available for inspection by District representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.
(8) The Contractor shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower tier subcontractors.

(9) The Project will not be accepted as complete by the District nor final payment made until all items of non-compliance are corrected or until appropriate provision is made by depository agreement to assure the ultimate resolution and payment of any back wages that may be found due.

(b) A pre-construction conference shall be conducted before commencement of the Work with the Contractor and subcontractors at which time the prevailing wage requirements will be reviewed and agreed to by all parties.

5.04. LABOR DISCRIMINATION

Attention is directed to Section 1735 of the Labor Code, which reads as follows: "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

5.05. EIGHT-HOUR DAY LIMITATION

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, eight hours labor shall constitute a day's work, and no worker, in the employ of said Contractor, or any Subcontractor, doing or contracting to do any part of the work contemplated by this Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Contractor and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Work. This record shall be open at all reasonable hours to the inspection of the District, State and Federal officers and agents. It is hereby further agreed that, the Contractor shall forfeit as a penalty to the District the sum of twenty-five dollars ($25) for each worker employed in the performance of this Contract by the Contractor or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5.06. COMPLIANCE WITH STATE REQUIREMENTS FOR EMPLOYMENT OF APPRENTICES

The Contractor's attention is directed to Section 1777.5 of the Labor Code. Provisions of said section pertaining to employment of registered apprentices are hereby incorporated by
reference into these Specifications. As applicable, the Contractor or any Subcontractor employed by the Contractor in the performance of the Work shall take such actions as necessary to comply with the provisions of Section 1777.5.

5.07. UNDERGROUND UTILITIES

(a) In accordance with Government Code section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities which are not indicated in the Contract Plans and Specifications with reasonable accuracy, and for the equipment on the Project necessarily idled during such work, provided that the Contractor shall first notify the District's Representative before commencing work on locating, repairing damage to, removing or relocating such utilities. Contractor shall not be assessed liquidated damages for delays in completing the Work when such delays are due to the failure of either the District or the owner of the utility to provide for removal or relocation of such utility facilities.

(b) The Contractor shall take all precautions necessary to protect the existing utilities within the project area. Any utilities damaged due to the Contractor's negligence shall be repaired or restored to their original condition at the Contractor's sole expense. Existing utilities shall be kept in service during the life of the Contract unless relocation, reconstruction, abandonment, or outage is specifically authorized by the District's Representative.

(c) The Contractor shall provide and maintain such temporary supports as may be necessary to preserve the functions of the various utility systems. No wires, conduits and/or pipes shall be removed until all services therein have been made inoperable.

(d) The Contractor shall notify the District's Representative and appropriate Regional Notification Center for operators of subsurface installations at least two (2) working days, but not more than fourteen (14) calendar days, prior to performing excavation or other work close to any underground pipeline, conduit, duct, wire and other structures. The Contractor shall provide updated information to the Notification Center as required and on a periodic basis. The Regional Notification Center includes but is not limited to the Underground Service Alert-Southern California (USA) at 1-800-422-4133.

(e) The Contractor is advised that the State of California does not participate in USA. The Contractor is required to notify CalTrans Permits Branch (916) 322-1297 for the location of State facilities.

(f) The Contractor shall not proceed with work until utility facilities involved have been located, disconnected, or otherwise adjusted by utility representatives.

(g) The District Utility Maintenance Division will make repairs to all water service laterals and water mains damaged by the Contractor during the course of construction unless directed otherwise by the Engineer. Except as otherwise provided in this section, the Contractor shall be required to pay all labor, material and equipment costs incurred by the District Utilities Maintenance Division for the repairs made to damaged water service laterals and water mains. The District will bill the Contractor
for the repairs and the bills will be paid by the Contractor prior to either the next monthly progress payment or prior to the final payment, whichever comes first. The Contractor shall provide to the Engineer proof of payment of the repair bills prior to the issuance of either the monthly progress payment or final payment. The current labor and equipment rates for the District Utility Maintenance Division will be made available to the Contractor at the preconstruction conference. The District shall have the right to deduct the total amount of any unpaid District repair bill from the money due or to become due the Contractor.

5.08. WATER POLLUTION

The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, and canals from pollution with fuels, oils, bitumens, calcium chloride, and other harmful materials and shall conduct and schedule Contractor's operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, and canals. Care shall be exercised to preserve vegetation beyond the limits of construction. The Contractor shall comply with Section 5650 of the California Fish and Game Code and all other applicable statutes and regulations relating to the prevention and abatement of water pollution.

5.09. PAYMENT OF TAXES

The Contract prices paid for the Work shall include full compensation for all taxes, which the Contractor is required to pay, whether imposed by federal, state, or local governments.

5.10. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the lawful prosecution of the work. All permits and licenses shall be obtained in sufficient time to prevent delays to the Work. The Contractor shall, at a minimum, possess and maintain the licenses and permits set forth in the Contract Provisions.

5.11. PATENTS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated into the Work, and agrees to indemnify, defend and save harmless the District, the Engineer, and their duly authorized representatives, from all suits at law, or actions of every nature for, or on account of, the use of any patented materials, equipment, devices, or processes.

5.12. PUBLIC CONVENIENCE

This section defines the Contractor's responsibility with regard to convenience of the public and public traffic in connection with its operations.

(a) The Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public. The Contractor shall have under construction no greater length or amount of work than can be properly prosecuted with due regard to the rights of the public.

(b) Unless otherwise provided in the Contract Documents, all public traffic shall be permitted to pass through the Work with as little inconvenience and delay as possible. In order to expedite the passage of public traffic through or around the work, the Contractor shall install as appropriate signs, lights, flares, barricades, and other
facilities for the sole convenience and direction of public traffic. Also, where directed by the Engineer, the Contractor shall provide and station competent flagpersons whose sole duties shall consist of directing the movement of public traffic through or around the Work. The cost of furnishing and installing such signs, lights, flares, barricades, and other facilities, and the cost of providing and stationing such flagpersons, all for the convenience and direction of public traffic, will be considered as included in the Contract price and no additional compensation will be allowed.

(c) Spillage resulting from hauling operations along or across any publicly traveled way shall be removed immediately by the Contractor at its expense.

(d) Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

(e) Convenient access to driveways, houses and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right-of-way line is to be eliminated, or to be replaced under the Contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

(f) Contractor shall supply water for the alleviation or prevention of dust nuisance as provided in the Contract Documents.

(g) Flagpersons and guards, while assigned to traffic control, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen" of the California Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor at its expense.

(h) All traffic control shall be in accordance with California Manual on Uniform Traffic Control Devices (California MUTCD), Part 6 and this Section 5.12.

(1) Traffic Control Plans

Traffic Control Plans shall be developed for the project to assure that adequate consideration is given to the safety and convenience of motorists, pedestrians, and workers during construction. The Traffic Control Plans shall include, but not be limited to, signing, pavement markings, construction scheduling, permanent barricades, methods and devices for delineation and channelization, placement and maintenance of devices, roadway lighting, traffic regulations, surveillance and inspection. The Traffic Control Plans shall be approved by the Engineer a minimum of two (2) working days prior to start of any work. Non-compliance with any stipulation of this section will be justification for the District to stop work.

(2) Traffic Control Devices and Procedures

Traffic control devices and procedures shall conform to the California Manual on Uniform Traffic Control Devices (California MUTCD), Part 6 and this Section 5.12. Non-compliance with any stipulation of this section will be justification for the District to stop work.
(3) Measurement and Payment

Unless specifically shown as an item of work on the proposal form, all traffic control shall be considered included in other items of work and no additional compensation will be made for labor, materials or equipment needed.

5.13. CONTINUOUS OPERABILITY OF FACILITIES

Absent written permission by the District, the continuous operation of all existing facilities is required and shall in no way be affected by the Work.

5.14. SAFETY

(a) General

(1) The Contractor shall be solely and completely responsible for the conditions of the job Site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal, state, and local laws, ordinances, and codes, and to the rules and regulations established by the California Division of Industrial Safety, and to other rules of law applicable to the Work.

(2) The services of the District's Representative or Architect in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the construction site, and shall not be construed as supervision of the actual construction nor make the District's Representative, Architect or the District responsible for providing a safe place for the performance of work by the Contractor, Subcontractors, or suppliers; or for access, visits, use work, travel or occupancy by any person.

(3) The Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to electrical work, work involving excavation and in sump pump work.

(4) All work and materials shall be in strict accordance with all applicable State, Federal and local laws, rules, regulations, and codes.

(5) Nothing in this Contract is to be construed to permit work not conforming to governing law. When Contract Documents differ from governing law, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by law, this shall be provided.
(6) The Contractor shall submit a safety plan and/or narrative description to the District's Representative prior to commencement of the Work. This safety plan and/or narrative description shall describe all first aid, safety clothing, etc. to be used at the Project Site.

(b) Shoring and Trench Safety Plan

(1) Attention is directed to Section 832 of the Civil Code of the State of California relating to lateral and subjacent support, and the Contractor shall comply with this law.

(2) In accordance with Section 6705 of the State Labor Code, the Contractor shall submit to the District specific plans to show details of provisions for worker protection from caving ground. Not less than thirty (30) days before beginning excavation for any trench or trenches five feet or more in depth required under this Contract, the Contractor shall furnish to the District's Representative working drawings of its trench safety plan. The trench safety plan working drawings shall be detailed plans showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such plan varies from the shoring system standards established by the Construction Safety Orders of the California Division of Industrial Safety or the Federal Safety and Health Regulations for Construction of the Occupational Safety and Health Administration, Department of Labor, the plan shall be prepared by a registered civil or structural engineer. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders, or less effective than that required by said Federal Safety Standards. Submission of this plan in no way relieves the Contractor from the requirement to maintain safety in all operations performed by the Contractor or its Subcontractors.

5.15. BLASTING

Except for exceptional circumstances, blasting shall be prohibited. Accordingly, Proposals should be prepared on the basis that no blasting will be permitted. Should blasting be required and expressly approved by the District, the District will issue a Change Order for blasting work.

5.16. INTOXICATING LIQUORS AND NARCOTICS

The Contractor shall not sell, permit or suffer the introduction or use of intoxicating liquors or narcotics upon or about the Site.

5.17. PROTECTION OF PERSONS AND PROPERTY

(a) The Contractor shall take whatever precautions are necessary to prevent damage to all existing improvements, including above ground and underground utilities, trees, shrubbery that is not specifically shown to be removed, fences, signs, mailboxes, survey markers and monuments, buildings, structures, the District's property, adjacent property, and any other improvements or facilities within or adjacent to the work. If such improvements or property are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the
Contractor's expense, to a condition at least as good as the condition they were in prior to the start of the Contractor's operations.

(b) The Contractor shall adopt all practical means to minimize interference to traffic and public inconvenience, discomfort or damage. The Contractor shall protect against injury to any pipes, conduits or other structures crossing the trenching or encountered in the Work and shall be responsible for any injury done to such pipes or structures, or damage to property resulting therefrom. The Contractor shall support or replace any such structures without delay and without any additional compensation to the entire satisfaction of the District. All obstructions to traffic shall be guarded by barriers illuminated at night. The Contractor shall be responsible for all damage to persons and property directly or indirectly caused by its operations and, under all circumstances, Contractor must comply with the laws and regulations of the State of California relative to safety of persons and property and the interruption of traffic and the convenience of the public within the respective jurisdictions.

(c) The Contractor is cautioned that it must replace all improvements in rights-of-way and within the public streets to a condition at least equal to what existed prior to the Contractor's entry onto the job.

(d) Type and time of construction required at any road subject to interference by the work will be determined by those authorities responsible for maintenance of said road. It shall be the responsibility of the Contractor to determine the nature and extent of all such requirements, including provision of temporary detours as required; however, the construction right-of-way obtained by the District at affected roadways will be adequate for provision of all required detours. As required at any road crossing, the Contractor shall provide all necessary flagpersons, guardrails, barricades, signals, warning signs and lighting to provide for the safety of existing roads and detours. Immediately after the need for temporary detours ceases, or when directed, the Contractor shall remove such detours and perform all necessary cleanup work, including replacement of fences, and removal of pavement. Included shall be all necessary replacement of existing roadway appurtenances, grading work, soil stabilization and dust control measures, as required and directed.

(e) The Contractor shall examine all bridges, culverts, and other structures over which it will move its materials and equipment, and before using them, Contractor shall properly strengthen such structures where necessary. The Contractor shall be responsible for any and all injury or damage to such structures caused by reason of its operations.

5.18. RESPONSIBILITY FOR REPAIR OF FACILITIES

All public or private facilities, including but not limited to, gravel surfacing at existing canals, structures, telephone cables, roadways, curbs, gutters, parking lots, private drives, levees and embankments for creeks, ponds and reservoirs disturbed during construction of the work shall be repaired and/or replaced by the Contractor to match facilities existing prior to construction. In addition, the Contractor shall be responsible for any settlement damage to such facilities or adjoining areas for a period of one year after acceptance of such required facilities.
5.19. **DISTRICT'S REPAIR**

In the event the Contractor refuses or neglects to make good any loss or damage for which it is responsible under this Contract, the District may itself or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Contractor. Such costs and expenses may be deducted by the District from claims for payment made by the Contractor for work completed or remaining to be completed.

5.20. **ANTITRUST CLAIM ASSIGNMENT**

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this contract, the Contractor and all subcontractors shall offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgement by the parties.

5.21. **WAIVER OF RIGHT TO RESCIND FOR MATERIAL BREACH**

The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the District and hereby agrees that no default, act, or omission of the District or the Engineer, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the District shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. The Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, save only its right to money damages.

5.22. **CONTRACTOR'S LICENSE NOTICE**

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO:

REGISTRAR CONTRACTORS' STATE LICENSE BOARD
9821 BUSINESS PARK DRIVE
SACRAMENTO, CALIFORNIA 95827
MAILING ADDRESS: P.O. BOX 26000
SACRAMENTO, CALIFORNIA 95826

5.23. **HISTORICAL, SCIENTIFIC AND ARCHEOLOGICAL DISCOVERIES**

All articles of historical or scientific value, including but not limited to coins, fossils, and articles of antiquity which may be uncovered by the Contractor during the progress of work, shall become District property. Such findings shall be reported immediately to the District's Representative who will determine the method of removal, where necessary, and the final disposition thereof.
5.24. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's Proposal.

(a) Neither the Contractor nor any Subcontractors shall commence any work until all required insurance has been obtained at their own expense. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A. M. Best's rating of no less than A-VII.

(b) Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guarantee period.

(c) Prior to execution of the Contract, the Contractor shall furnish the District with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided or approved by the District. The District may require the Contractor or any subcontractor to furnish complete certified copies of all insurance policies affecting the coverage required by the Contract.

(d) All of the Contractor's policies shall contain an endorsement providing that written notice shall be given to the District at least sixty (60) calendar days prior to termination, cancellation, or reduction of coverage in the policy.

(e) Any policy or policies of insurance that the Contractor elects to carry as insurance against loss or damage to its construction equipment and tools shall include a provision therein providing a waiver of the insurer's right to subrogation against the District and the Engineer.

(f) The requirements as to the types, limits, and the District's approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

(g) In addition to any other remedy the District may have, if the Contractor or any of the subcontractors fails to maintain the insurance coverage as required in this section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due the Contractor under this Contract.

(h) The Contractor and all Subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by the Contractor and all Subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of the Contractor or any Subcontractor
to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this contract.

(1) Workers’ Compensation and Employer’s Liability Insurance

(i) Workers’ Compensation

The Contractor and all Subcontractors shall maintain insurance to protect the Contractor or subcontractor from all claims under Workers’ Compensation and Employer’s Liability Acts, including Longshoremen’s and Harbor Workers’ Act. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable State and Federal statutes and regulations. The Contractor shall execute a certificate in compliance with Labor Code section 1861, on the form provided in the Contract Documents.

(ii) Claims Against District

If an injury occurs to any employee of the Contractor or any of the Subcontractors for which the employee or its dependents, in the event of its death, may be entitled to compensation from the District under the provisions of the said Acts, or for which compensation is claimed from the District, there will be retained out of the sums due the Contractor under this Contract, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the District is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due, the Contractor.

(2) Commercial General, Excess and Automobile Liability Insurance

The Contractor shall maintain in effect at all times during the performance of the work hereunder not less than the following coverage’s and limits of Commercial General, Excess and Automobile Liability insurance:

(i) Form and Amount

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily injury, personal injury, or damage to property resulting from actions, failures to act, operations or equipment of the insured, or by its employees, agents or consultants, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than $2,000,000 per occurrence with an aggregate no less than two (2) times the required per occurrence limit applying to bodily injury, personal injury, and property damage, or any combination of the three. The amount of excess insurance coverage shall not be less than $5,000,000 per occurrence. Any deductibles must be declared to and approved by the District. At the option of the District, either: the insurer shall
reduce or eliminate such deductibles as respects the entity, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration expenses, and defense expenses.

The commercial general, excess and automobile liability insurance coverage shall also include the following:

(ii) Additional Requirements

Provision or endorsement naming the District, the District's Representative, Architect and its consultants, and each of their officers, employees, and agents, each as additional insured's with respect to any potential liability arising out of the performance of any work under the Contract, and providing that such insurance is primary insurance as respects the interest of the District the District's Representative, Architect, and its consultants, and each of their officers, employees, and agents and that any other insurance, risk pool membership, or other liability protection maintained by the District or maintained by the Architect is excess to the insurance required hereunder, and will not be called upon to contribute to any loss unless and until all limits available under the contractor's and subcontractor's insurance policy/policies have been paid. The additional insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the District's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

(iii) "Cross Liability" or "Severability of Interest" clause.

(iv) Broad Form Property Damage, Personal Injury, Contractual Liability, Protective Liability, and Completed Operations coverage's, and elimination of any exclusion regarding loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU" hazards.

(v) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under the Contract, including, without limitation, that set forth in Section 5.25, Indemnity and Litigation Costs.

(vi) Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its officers, officials, employees, or volunteers.

(vii) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(3) Builder's Risk or Installation Floater "All-Risk" Insurance
Before commencement of the Work, the Contractor shall submit written evidence that it has obtained for the period of the Contract, Builder's Risk "All-Risk" Completed Value Insurance and/or Inland Marine "All-Risk" Installation Floater Insurance, as may be applicable, upon the entire project which is the subject of this Contract, including completed work and work in progress. The policy or policies of insurance shall name the Contractor, District, and Engineer as insured's as their respective interests may appear, and shall include an insurer's waiver of subrogation rights in favor of each. Such insurance may have a deductible clause, but the amount of the deductible shall be subject to the approval of the District, except that the deductible on earthquake coverage may be in accordance with the underwriter's requirements.

5.25. INDEMNITY AND LITIGATION COST

(a) Promptly upon execution of the Contract, the Contractor specifically obligates itself and hereby agrees to protect, hold free and harmless, defend (with counsel selected by the District) and indemnify the District, the District's Representative, Architect and its consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, which arise out of or are in any way connected with the Contractor's, or its subcontractors' or suppliers', performance of work under this Contract or failure to comply with any of the obligations contained in the Contract. This indemnity shall imply no reciprocal right of the Contractor in any action on the contract pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Contractor shall apply to any and all acts or omissions, whether active or passive, on the part of the Contractor or its agents, employees, representatives, or Subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the District.

(b) In any and all claims against the District, the District's Representative, Architect and each of their consultants, officers, employees and agents by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation statutes, disability benefit statutes or other employee benefit statutes.

5.26. PROTECTION OF WORK

(a) The Contractor shall be responsible for the care of all the Work until its completion and final acceptance. The Contractor shall, at its own expense, replace damaged or lost material and repair damaged parts of the Work or the same may be done at the Contractor's expense by the District and the Contractor and its sureties shall be liable therefor. The Contractor shall make its own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the Work.
The Contractor shall take all risks from floods and casualties except as provided by law, and shall make no charge for the restoration of such portions of the work as may be destroyed or damaged by flood or other casualties or because of danger from flood or other casualties or for delays from such causes. The Contractor may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Contractor shall not be responsible for the cost, in excess of 5% of the contracted amount, of repairing or restoring damage to the Work, if the damage was proximately caused by an earthquake in excess of a magnitude of 3.5 on the Richter Scale or by tidal wave’s; provided that the Work damaged was built in accordance with accepted and applicable building standards, and the plans and specifications of the District.

(b) Contractor shall effectively secure and protect adjacent property and structures, livestock, crops and other vegetation. If applicable, the Contractor shall open fences on or crossing the right-of-way and install temporary gates of sound construction thereon so as to prevent the escape of livestock. Adjacent fence posts shall be adequately braced to prevent the sagging or slackening of the wire. Before such fences are opened, the Contractor shall notify the owner or tenant of the property and, where practicable, the opening of the fence shall be in accordance with the wishes of said owner or tenant. The Contractor shall be responsible that no loss or inconvenience shall accrue to the owner or tenant by virtue of their fences having been opened or the gate not having been either shut or attended at all times. Where special types of fences are encountered, the Contractor shall install temporary gates made of similar materials and of suitable quality to serve the purposes of the original fences. In all cases where the Contractor removes fences to obtain workroom, the Contractor shall provide and install temporary fencing as required, and on completion of construction shall restore the original fence to the satisfaction of the District’s Representative. All costs of providing, maintaining and restoring gates and fencing shall be home by the Contractor. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

(c) The Contractor shall use extreme care during construction to prevent damage from dust to crops and adjacent property. The Contractor, at its own expense, shall provide adequate dust control for the right-of-way and take other preventative measures as directed by the Engineer.

(d) The Contractor shall be responsible for all damage to any property resulting from trespass by the Contractor or its employees in the course of their employment, whether such trespass was committed with or without the consent or knowledge of the Contractor.

(e) The Contractor shall see that the Site is kept drained and free of all ground water and any other water, which may impede the progress or execution of the Work.

(f) The Contractor shall be responsible for any damage caused by drainage or water runoff from construction areas and from construction plant areas.

(g) In an emergency affecting the safety of life, the Work, or adjoining property, the Contractor, without special instruction or authorization from the District is hereby permitted to act at its discretion to prevent such threatened loss or injury,
and the Contractor shall so act without appeal if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined as specified hereinabove. Should the District deem an emergency condition to exist, the Contractor shall immediately do those things and take those steps ordered by the District. The decision of the District in this respect shall be final and conclusive. Any claims for compensation made by the Contractor on account of emergency work shall be determined as specified hereinabove.

(h) Except as provided by Government Code section 4215, the Contractor shall be responsible for the removal, relocation and protection of all public and private utilities, including irrigation facilities in the nature of utilities, located on the site of the construction project if and to the extent that the same are identified in the Contract Documents, and the Contractor shall not be entitled to any extension of time or claim for damages for extra compensation in connection therewith. If and to the extent that such utilities or facilities are not identified in the Contract Documents, as between the Contractor and the District, the District will be responsible for the cost of their removal, relocation or protection, as the case may be, but the Contractor shall perform any such work in conformance with this Contract, if so directed by the District. In such situations the Contractor shall not be responsible for delay in completion of the project caused by the failure of the District or the owner of the utility to provide for such removal or relocation. If the Contractor, while performing the Contract, discovers utility or irrigation facilities not identified by the District in the Contract Documents, the Contractor shall immediately notify the District in writing.

(i) Subject to the provisions of this section, where the Work to be performed under the Contract crosses or otherwise interferes with existing streams, watercourses, canals, farm ditches, pipelines, drainage channels, or water supplies, the Contractor shall provide for such watercourse or pipelines and shall perform such construction during the progress of the Work so that no damage will result to either public or private interests, and the Contractor shall be liable for all damage that may result from failure to so provide during the progress of the Work.

5.27. ACCIDENTS

(a) The Contractor shall provide and maintain, in accordance with Labor Code section 6708 and OSHA requirements, adequate emergency first-aid treatment for its employees and anyone else who may be injured in connection with the Work.

(b) The Contractor shall promptly report in writing to the District's Representative all accidents whatsoever arising out of or in connection with the performance of the Work, whether on or adjacent to the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses.
In addition, if death or serious injury or serious damage are caused, the accident shall be reported immediately by telephone or messenger to the District and the Engineer.

(c) If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the District's Representative, giving full details of the claim.

5.28. NO PERSONAL LIABILITY

Neither the District, the Architect, nor any of their other officers, agents, or employees shall be personally responsible for any liability arising under the Contract, except such obligations as are specifically set forth herein.
SECTION 6
PROGRESS AND COMPLETION OF WORK

6.01. PROGRESS SCHEDULE

The Contractor shall submit within ten (10) days after execution of the Contract a detailed work schedule(s) which shall detail the actions of the Contractor and Subcontractors working at the Site, and proposed milestones. This schedule(s) shall both show the dates at which the Contractor will start and complete and conform to the completion time specified in the Contract. The controlling operation, defined as the least float path, if any, shall be identified.

The Contractor shall review, revise and resubmit the progress schedule at least once a month to reflect progress. In any event, Contractor shall submit, at any time during the contract period, a current schedule to the District's Representative at the District's Representative's request.

No progress payments will be made for any work performed until a satisfactory schedule has been submitted and approved by the District's Representative. An updated schedule shall be required from the Contractor if the project falls ten (10) working days behind schedule.

If the Work falls behind the accepted schedule, the Contractor shall promptly take whatever actions are necessary to put the project back on schedule. For delays or portions of delays for which the Contractor is responsible, no payment will be made or time extension allowed for increase in work force, equipment, and working hours needed to put the project on schedule.

6.02. COMMENCEMENT AND PROGRESS OF THE WORK AND TIME OF COMPLETION

(a) Commencement

The Contractor shall begin the Work after receiving a Notice to Proceed within the period of time set forth in the Contract Provisions. Thereafter, Contractor shall diligently prosecute the Work to completion as specified in the Contract Documents. The District's Representative shall have the right to specify the locations where Contractor shall start and proceed with the Work.

A preconstruction conference will be convened after the Contractor has delivered the necessary bonds, insurance certificates and signed agreement in proper form as required in the request for proposals and general conditions of these specifications. Prior to any work, the Contractor shall provide the District's Representative with a list of key personnel assigned to the project and the telephone numbers where they may be reached at any time. The list shall be made available in sufficient copies and presented at the preconstruction conference.

Notwithstanding any other provisions of the Contract, the District shall not be obligated to accept or pay for any work furnished by the Contractor prior to the issuance of the Notice to Proceed whether or not the District has knowledge of the furnishing of such work. The Contractor shall not commence with work on this project until its Contract bonds and evidence of insurance comply with all Contract requirements and a Notice to Proceed has been issued.
The Contractor shall notify the District's Representative in writing two (2) working days (48 hours) prior to commencement of work on the Project or scheduling work for a Saturday, Sunday, or District Holiday. Failure to provide said notification will void the District's obligation to provide inspection. Any work done in the absence of the District's Inspector shall be subject to rejection.

(b) Completion

All work under this Contract shall be completed within the period of time set forth in the Contract Provisions. The Contract shall be deemed completed when the District has certified the completion of the Project as provided in Section 9.07 of these General Conditions.

6.03. SUSPENSION OF WORK

(a) The District may at any time, by notice in writing to the Contractor, suspend any part of the Work for such period of time as may be necessary to prevent improper execution of the Work on the project by the Contractor, its Subcontractors or agents, and the Contractor shall have no claim for damages or additional compensation on account of any such suspension.

(b) The District may at any time suspend any part or all of the Work upon ten (10) days written notice to the Contractor, who shall thereupon discontinue all work suspended except for all operations to prevent loss or damage to work already executed as may be directed by the District. Work shall be resumed by the Contractor after such suspension on written notice from the District.

(c) In the event of any suspension of the Work in whole or in part under subsection (B) above, the Contractor shall be entitled to an extension of time wherein to complete the Work to the extent of the delay caused to the Contractor thereby.

(d) In the event the entire work shall be suspended by order of the District, as herein above provided, and shall remain so suspended for a period of sixty (60) consecutive days, through no fault of the Contractor, and notice to resume the Work shall not have been served on the Contractor as herein above provided, Contractor may, at its option, by written notice to the District, terminate the Contract in the same manner as if the termination had been initiated by the District, and the District shall have no claim for damages because of such termination of the Contract.

6.04. DELAY IN THE WORK – TIME EXTENSIONS

The Contractor shall at all times employ such force, plant, materials, and tools as will be sufficient, in the opinion of the District, to prosecute the Work at not less than the rates fixed under the terms of the Contract and to complete the Work thereof within the time limits fixed therein. If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will ensure the completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within such time, the District may exercise the termination provisions set forth in Section 6.056, below.

(a) Excusable Delays. Excusable delays shall be delays in the controlling operation of the Contractor's work due to strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties, adverse weather conditions which could not have been reasonably anticipated, or any other act(s) of God beyond the Contractor's control, or by delay authorized by the District, or by any cause which the
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District shall decide to justify the delay. Except as provided in Section 6.04(f), below, in the event of an excusable delay, the time of completion shall be extended for such reasonable time as the District may decide. The Contractor's right to an extension of time for an excusable delay is expressly subject to Contractor's giving written notice of such claim within ten (10) days following the date the Contractor knew or should have known of the delay. Failure to give such notice shall be construed as a waiver of such right. It is understood and agreed that extensions of time shall be the Contractor's sole and exclusive remedy for excusable delays.

(b) Compensable delays. Compensable delays shall be delays in the controlling operating of the Contractor's work due to acts or neglect of the District, its employees or those under it by contract or otherwise, or by changes ordered in the work. In the event of a compensable delay, the time of completion shall be extended for such reasonable time as the District may decide. In addition, the Contractor may recover its direct costs as provided in Section 6.05. The Contractor's remedies for compensable delays are expressly subject to Contractor's giving ten (10) days written notice of such claim from the date the Contractor knew or should have known of the delay. It is understood and agreed that the Contractor's sole and exclusive remedies for compensable delays shall be an extension of the time and recovery of its direct costs as compensable hereunder, but only in accordance with the provisions of the Contract Documents.

(c) Contractor and District understand and agree that the Contract time for the completion of this project is a very important part of the contract. Extensions of time will only be granted as provided above when events actually cause the Contractor to be delayed in the performance of that schedule activity which is the controlling operation as of the time of the delay. When acts or omissions occur which could cause delay, Contractor will take all reasonable means in order to be able to continue to work as scheduled without any delay, or as short a delay as possible. Additionally, if inclement weather causes accumulation of standing water on the work site or other conditions which might cause delay, Contractor shall take all measures reasonably necessary to permit work to continue as quickly as possible.

(d) If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by date substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction. Adverse weather conditions shall be considered only as those conditions that exceed the average annual number of rain days and rain quantities as established by the Annual Local Climatological Summary and NOAA National Technical Memorandum NWS WR-65 (Revised) as published by the United States Government, National Weather Service, National Climate Center, Asheville, North Carolina.

(e) The District shall be responsible for determining when adverse weather conditions result in non-workable days. It shall be the Contractor's duty to stay informed of such determinations by the District. The Contractor may object to such adverse weather determinations by filing with the Engineer a written notice of objection. The notice of objection shall state the basis of the objection and provide supporting documentation, which substantiates that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction. All such notices of objection shall be filed within three (3) days of the day in dispute. It is hereby
agreed that the Contractor’s failure to submit a written notice of objection within three (3) days of the District’s adverse weather determination shall constitute a waiver by the Contractor of all its rights to further protest, judicial or otherwise.

(f) The District will, within a reasonable period of time, issue a ruling on the Contractor’s notice of objection. All such rulings by the District shall be final, unless the Contractor files a written protest within fifteen (15) days of the Engineer’s ruling. This protest shall clearly state the basis of the dispute. Such protest will be forwarded promptly to the District, which will issue a decision on each such protest. The District decision will be final. Pending the District decision, the Contractor shall proceed with its work in accordance with the District’s ruling and/or instructions. It is hereby agreed that the Contractor’s failure to file a protest within fifteen days (15) of the District’s ruling shall constitute a waiver by the Contractor of all its rights to further protest, judicial or otherwise.

(g) The number of days that are anticipated to be non-workable due to adverse weather conditions shall be 15. Days deemed non-workable by the District in excess of such anticipated number shall be considered excusable delays.

(h) Unexcused delays shall be delays in the Contractor’s work due to acts or neglect of the Contractor, its employees, subcontractors or those under it by contract or otherwise. In the event of an unexcused delay, the Contractor expressly agrees that it shall not be entitled to either an extension of time or recovery of its costs.

(i) A request for an extension of time, or the granting of an extension of time, shall not constitute a basis for any claim against the District for additional compensation or damages unless caused by the District or another contractor employed by the District.

6.05. DAMAGES FOR DELAY

In the event of compensable delay, the District shall only be liable for idle equipment, idle workers and the necessary costs of transporting equipment. The District shall be liable to the extent that the compensable delay is concurrent with excusable delays or contractor caused delays to the controlling operation. The allowable costs shall be as for force account work under Section 2.04 with the following exceptions:

(a) The Delay Factor in the Labor Surcharge and Equipment Rental Rules applies to each equipment rental rate;

(b) The daily number of payable hours shall equal the normal working hours during the delay, not to exceed eight (8) hours per day; and

(c) No markups will be added.

6.06. TERMINATION FOR CONVENIENCE

If at any time before completion of the Work, the District determines that it is either impossible or against the interests of the District to complete the Work, or if the Work is stopped by an injunction of a court of competent jurisdiction or by order of any competent authority, the District may, upon ten (10) days written notice to the Contractor, discontinue the Work and terminate the Contract. Upon service of such notice of termination, the Contractor shall discontinue the Work in such manner, sequence, and at such times as described below. The
Contractor shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the Work thus dispensed with, nor any other actually performed up to the time of discontinuance, including any Extra Work ordered by the Engineer to be done, nor for any claim for liquidated damages.

Termination of the Contract for convenience and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

(a) The District will issue the Contractor a written notice signed by the District, specifying that the Contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Engineer, the Contractor shall:

1. Stop all Work under the Contract except that specifically directed to be completed prior to Acceptance.

2. Perform Work the District deems necessary to secure the project for termination.

3. Remove equipment from the site of the Work.

4. Take such action as is necessary to protect materials from damage.

5. Notify all Subcontractors and suppliers that the Contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the District.

6. Provide the District with an inventory list of all material previously produced, purchased or ordered from suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the District may request.

7. Dispose of material not yet used in the Work as directed by the District.

It shall be the Contractor’s responsibility to provide the District with good title to all materials purchased by the District hereunder, including material for which partial payment has been made and with bills of sale or other documents of title for such materials.

8. Subject to the prior written approval of the District, settle all outstanding liabilities and all claims arising out of subcontracts or orders for material terminated hereunder. To the extent directed by the District, the Contractor shall assign to the District all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

9. Furnish the District with the documentation required to be furnished by the Contractor under the provisions of the Contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Contract.

10. Take such other actions as the District may direct.
(b) Termination of the Contract shall not relieve the Contractor of responsibility for damage to materials except as follows:

(1) The Contractor’s responsibility for damage to materials for which partial payment has been made and for materials furnished by the District for use in the Work and unused shall terminate when the District certifies that such materials have been stored in the manner and at the locations he or she has directed.

(2) The Contractor’s responsibility for damage to materials purchased by the District subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of such materials has been taken by the District.

(3) When the District determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other Work as may have been ordered to secure the project for termination, he or she will recommend that the District formally accept the Contract, and immediately upon and after such Acceptance by the District, the Contractor will not be required to perform any further Work thereon and shall be relieved of his or her Contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the project by the District.

(c) The total compensation to be paid to the Contractor shall be determined by the District on the basis of the following:

(1) The reasonable cost to the Contractor, without profit, for all Work performed under the Contract, including mobilization, demobilization and Work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project Overhead and general administrative Overhead not to exceed a total of seven (7%) percent of Direct Costs of such Work.

(2) A reasonable allowance for profit on the cost of the Work performed as determined under Section 2.04(a), above, provided the Contractor establishes to the satisfaction of the District that it is reasonably probable that he or she would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed four (4%) percent of said cost.

(3) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the District or otherwise disposed of as directed by the District.

(4) A reasonable allowance for the Contractor’s administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Subcontractors, necessary to determine compensation in accordance with this section shall be open to inspection or audit by representatives of the District at all times after issuance of the notice that the Contract is to be terminated and for a period of three (3) years, and such records shall be retained for that period.
After Termination of the Work by the District, the District may make payments on the basis of interim estimates pending issuance of the Final Statement, when in its opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled.

All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

(d) The provisions of this section shall be included in all subcontracts.

6.07. TERMINATION FOR DEFAULT

(a) In the event of any default by the Contractor as described below, the District may, after giving ten (10) days’ written notice to the Contractor, terminate the Contractor's right to proceed with the Work or any part of the Work in the District's sole discretion. Events of default include:

(1) Failure or refusal to prosecute the Work, or any separable part thereof, with such diligence as will ensure the completion within the time specified in the Contract, or any extension thereof, or failure to complete said work within such time.

(2) Filing of bankruptcy by the Contractor, or the making of a general assignment for the benefit of its creditors, or appointment of a receiver on account of Contractor 's insolvency without discharge of the receiver within ten (10) days after its appointment.

(3) Failure to make prompt payments to Subcontractors or suppliers.

(4) Persistent disregard of laws, ordinances, or the instructions of the Engineer, or other substantial violation of any provision of the Contract.

(b) In the event the right of the Contractor to proceed with the Work, or any portion thereof, has been terminated because of the default of the Contractor and the Contractor has been given ten (10) days’ notice to cure such fault and has not done so, the District may take over the Work and prosecute the same to completion by contract or any other method the District deems expedient, and may take possession of and utilize in completing the Work such materials, appliances, equipment and plant as may be on the site of the Work and necessary therefore. In such event, the Contractor and its sureties shall be liable for all damages including costs of managerial and administrative services, engineering, legal and other consultant fees, and liquidated damages sustained or incurred by the District.

(c) Upon termination, the Contractor shall not be entitled to receive any further payment until the Work is finished. If upon completion of the Work the total cost to the District, including engineering, legal and other consultant fees, costs of managerial and administrative services, construction costs, and liquidated damages shall be less than the amount which would have been paid if the Work had been completed by the Contractor in accordance with the terms of the Contract, then the difference shall be paid to the Contractor in the same manner as the final payment under the Contract. If the total cost incurred by the District on account of termination of the Contract and subsequent completion of the Work by the District by whatever
method the District may deem expedient shall exceed said amount which the Contractor would otherwise have been paid, the Contractor and its sureties shall be liable to the District for the full amount of such excess expense.

(d) The rights and remedies of the District provided in this section are in addition to any of the rights and remedies provided by the law or under this Contract.

(e) Liquidated Damages

(1) It is agreed by the parties to this Contract that time is of the essence. In the event all the Work is not completed before or upon the expiration of the time limit as set in the Proposal, Contract and/or Progress Schedule, or within any time extensions that may have been granted, damage will be sustained by the District; and that it may be impracticable to determine the actual amount of damage by reason of such delay. Accordingly, it is agreed that the Contractor shall pay to the District as damages the amount set forth for each and every day’s delay in finishing the Work in excess of the number of days specified. Liquidated damages shall be paid at a rate of one thousand dollars ($1,000) per day unless otherwise stated in the Contract Documents. The parties expressly agree that the liquidated damage clause found in the Contract Documents is reasonable under the circumstances existing at the time the Contract was made. The District shall have the right to deduct the amount of liquidated damages from any money due or to become due the Contractor.

(2) In addition, the District shall have the right to charge to the Contractor and to deduct from the final or progress payments for the Work the actual cost to the District of legal, engineering, inspection, superintendence, and other expenses, which are directly chargeable to the Contract and which accrue during the period of such delay, except that the cost of final inspection and preparation of the final estimate shall not be included in the charges.

(f) Exclusions

The Contractor shall not be liable for liquidated damages or delays caused by the removal or relocation of utilities when such removal or relocation is the responsibility of the District or the owner of the utility under Government Code section 4215.

6.08. CLEAN-UP

During the progress of the Work, the Contractor shall maintain the Site and related structures and equipment in a clean, orderly condition and free from unsightly accumulation of rubbish. All waste materials shall be removed daily from the Site and disposed of by the Contractor by any proper means at its own expense unless designated otherwise on the plans. No waste materials shall be placed in the public street right-of-way. Unless otherwise specified, all existing piping, materials and/or equipment removed pursuant to this Contract shall become the Contractor’s property.

Upon completion of the Work and before the final estimate is submitted, the Contractor shall, at its own cost and expense, remove from the vicinity of the Work all plants, buildings,
rubbish, unused work materials, concrete forms, and temporary bridging and other like materials, belonging to the Contractor or used under the Contractor’s direction during the construction, and in the event of the Contractor’s failure to do so, the same may be removed by the District after ten (10) calendar days’ notice to the Contractor. Such removal shall be at the expense of the Contractor.

The Contractor shall use care in the removal of materials and equipment so as not to cause damage to existing facilities and structures. Contractor shall assume liability for all such damage. Where the construction has crossed yards or driveways, restoration shall be by the Contractor to the complete satisfaction of the Engineer, at the Contractor’s expense.

The Contractor shall make its own arrangements for the disposal of waste materials. If the Contractor elects to dispose of such materials on private property, Contractor shall obtain written permission from all property owners involved.
7.01. SCOPE OF PAYMENT

(a) The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the acceptance by the District and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Contract; and for completing the Work according to the Specifications and Plans. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

(b) No compensation will be made in any case for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.

(c) The Work includes the preparatory work and operations needed for mobilization and demobilization of the Project. The Work, however, does not include establishing the Engineer’s field facility(s) of utility work and connections needed for these facilities.

7.02. PROGRESS PAYMENTS -

(a) The District will pay the Contractor ninety-five percent (95%) of the amount of each progress estimate within thirty (30) days after receipt of an undisputed and properly submitted progress estimate from the Contractor, unless the District has made a finding pre-proposals pursuant to Public Contract Code section 7201(b)(4) justifying a larger retention. If the District fails to pay an undisputed progress estimate within the allotted thirty (30) days, the District shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (A) of section 685.010 of the Code of Civil Procedure. Five percent (5%) of the amount of each estimate shall be retained by the District until final completion and acceptance of all work under the Contract.

(b) DRAFT APPLICATION FOR PAYMENT

(1) One week prior to submitting the Application for Payment submit a marked-up copy of the previous Application for Payment showing the changes in progress that will be the basis for the new Application for Payment.

(c) BILLING MEETINGS

(1) A billing meeting shall be conducted by District's Representative each month prior to submittal of the Application for Payment.

(2) Location: As designated by District's Representative.
(3) Attending shall be:

(i) District's Representative.

(ii) Contractor's Superintendent or Project Manager

(iii) Subcontractors, as appropriate.

(iv) Others, as appropriate.

(d) SCHEDULE OF VALUES

(1) Coordination. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Contract Schedule and as directed by the District's Representative.

(i) Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

(1) Contractor's Contract Schedule.

(2) Application for Payment form.

(3) List of Subcontractors

(4) Schedule of Alternates (if any).

(5) List of products (where/if appropriate).

(6) List of principal supplier and fabricators.

(7) Schedule of submittals.

(8) Construction Cost Breakdown Sheet.

(2) Submit the Schedule of Values to the District's Representative at the earliest feasible date, but in no case later than 7 days before the date scheduled for Submittal of the Initial Application for Payment.

(3) Format and Content. Use the [Specification] [Project Manual] Table of Contents as a guide to establish the format for the Schedule of Values.

(i) Include the following Project identification on the Schedule of Values:

(1) Project name, number and location.

(2) Name of the District's Representative.

(3) Project Number.

(4) Contractor's name and address.
(5) Date of Submittal.

(4) Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:

(i) Generic name.
(ii) Specification section.
(iii) Name of Subcontractor.
(iv) Name of manufacturer or fabricator.
(v) Name of supplier (if appropriate).
(vi) Change orders (numbers) that have affected value.
(vii) Dollar value. (Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.)

(5) Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.

(6) Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.

(7) For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

(i) Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.

(8) Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work. Each item in the Schedule of Values and Application for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.

(i) General Conditions Work Items, such as temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values.

(9) Allowances (if applicable). Show the line item value of allowances.

(10) Schedule of Values Updating. Update and resubmit the Schedule of Values prior to the next Application for Payment when Change Orders or contract directives result in a change in the Contract Sum.
(i) Each Change Order shall become a new line item.

(e) APPLICATIONS FOR PAYMENT

(1) No portion of an Application for Payment which includes a request for payment of a Change Order not yet fully executed will be approved by District's Representative.

(2) Each Application for Payment shall be consistent with previous applications and payments as certified by the District's Representative and paid for by the District.

(i) The Initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

(ii) Entries shall match data on the Schedule of Values and the Contractor's Contract Schedule.

(iii) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this section shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(iv) The number of days available to the District to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds the seven-day return requirement set forth in

(v) When, in the judgment of the District the Work is not proceeding in accordance with the provisions of the Contract, or when in the District's judgment the total amount of the Work done since the last estimate amounts to less than one thousand dollars ($1,000), no pay estimate will be prepared and no progress payment will be made.

(3) Payment Application Times. Unless otherwise agreed in writing, the date of each progress payment is indicated in the General Conditions. The period of Work covered by each Application for Payment shall be for the Work as indicated in the General Conditions.

(4) Submittal. Submit executed copy of the Application for Payment to the District's Representative by means of ensuring receipt within 24 hours; one copy shall be complete, including waivers of lien and similar attachments, when required.

(i) Transmit copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the District's Representative.
(ii) With each Application for Payment, submit lien release waivers of from every entity who may lawfully be entitled to file a lien arising out of the Contract, and related to the Work covered by the payment.

(5) Initial Application for Payment for Construction Work. Administrative actions and submittals that must precede or coincide with submittal of the Initial Application for Payment for Construction Work include the following:

(i) List of Subcontractors.

(ii) List of principal suppliers and fabricators.

(iii) Schedule of Values.

(iv) Contractor's updated Contract Schedule.

(v) Schedule of principal products.

(vi) Submittal Schedule (preliminary if not final).

(vii) Certificates of insurance and insurance policies.

(viii) Data needed to acquire District's insurance.

(6) Application for Payment at Substantial Completion. Following issuance of the Certification of Substantial Completion, submit an Application for Payment. This application shall reflect any certificates of Beneficial Occupancy issued previously for District occupancy of designated portions of the Work. Administrative actions and submittals that shall precede or coincide with this application include:

(i) Occupancy permits and similar approvals.

(ii) Warranties (guarantees) and maintenance agreements.

(iii) Test/adjust/balance records.

(iv) Maintenance instructions.

(v) Meter readings.

(vi) Start-up performance reports.

(vii) Change-over information for District's occupancy, use, operation and maintenance.

(viii) Final progress photographs (if any).

(ix) List of incomplete Work, recognized as exceptions to Certificate of Substantial Completion.
(x) Final Cleaning.

(xi) Building Commissioning

(xii) Final list of Contractor installed equipment, including total installed value (Equipment Schedule of Values).

(7) Final Payment Application. Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:

(i) Completion of Project closeout requirements.

(ii) Completion of items specified for completion after Substantial Completion.

(iii) Assurance that unsettled claims will be settled.

(iv) Assurance work not complete and accepted will be completed without undue delay.

(v) Transmittal of required Project construction records to the District.

(vi) Proof that taxes, fees and similar obligations have been paid.

(vii) Removal of temporary facilities and services.

7.03. PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than seven (7) days of receipt of each progress payment in accordance with the provisions in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The seven (7) days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with the District's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

7.04. LIENS AND STOP NOTICES

The Contractor agrees to keep the Work, the site of the Work and all monies held by the District free and clear of all liens and stop notices related to labor and materials furnished in connection with the Work, if permitted by law. Furthermore, the Contractor waives any right it may have to file any type of lien or stop notice in connection with the Work. Notwithstanding anything to the contrary contained in the Contract Documents, if any such lien or stop notice is filed or there is evidence to believe that lien or stop notice may be filed at any time during the progress of the Work or within the duration of this Contract, the District may refuse to make any payment otherwise due the Contractor or may withhold any payment due the Contractor a sum
sufficient in the opinion of the District to pay all obligations and expenses necessary to satisfy such lien or stop notice. The District may withhold such payment unless or until the Contractor, within ten days after demand therefor by the District, shall furnish satisfactory evidence that the indebtedness and any lien or stop notice in respect thereof has been satisfied, discharged and released of record, or that the Contractor has legally caused such lien or stop notice to be released of record pending the resolution of any dispute between the Contractor and any person or persons filing such lien or stop notice. If the Contractor shall fail to furnish such satisfactory evidence within ten days of the demand therefor, the District may discharge such indebtedness and deduct the amount thereof, together with any and all losses, costs and damages suffered or incurred by the District from any sum payable to the Contractor under the Contract documents, including but not limited to final payment and retained percentage. This section shall be specifically included in all Subcontracts and purchase orders entered into by the Contractor.

7.05. FINAL ACCEPTANCE AND DATE OF COMPLETION

Whenever the Contractor shall deem all Work under this Contract to have been completed in accordance therewith, the Contractor shall so notify the District in writing, and the District shall promptly ascertain whether the Work has been satisfactorily completed and, if not, shall advise the Contractor in detail and in writing of any additional work required. When all the provisions of the Contract have been fully complied with, to the satisfaction of the District, the District shall proceed with all reasonable diligence to determine accurately the total value of all Work performed by the Contractor at the prices set forth in the Contract or fixed by Change Orders, and the total value of all extra work, all in accordance with the Contract. The District will then certify to said final estimate and to the completion of the Work, and will file copies thereof with the District and the Contractor, and shall cause a Notice of Completion to be filed with the Los Angeles County Clerk-Recorder. The date of final completion shall be the date of filing of the Notice of Completion. All guarantees, warranties, and securities securing said guarantees and warranties, shall commence on said date of final completion.

7.06. RIGHT TO withhold PAYMENTS

(a) In addition to all other rights and remedies of the District hereunder and by virtue of the law, the District may withhold or nullify the whole or any part of any partial or final payment to such extent as may reasonably be necessary to protect the District from loss on account of:

(1) Defective work not remedied, irrespective of when any such work be found to be defective;

(2) Claims or liens filed or reasonable evidence indicating probable filing of claims or liens including, but not limited to claims under Sections 1775, 1776, or 1777.7 of the Labor Code;

(3) Failure of the Contractor to make payments properly for labor, materials, equipment, or other facilities, or to subcontractors and/or suppliers;

(4) A reasonable doubt that the Work can be completed for the balance then unearned;

(5) A reasonable doubt that the Contractor will complete the Work within the agreed time limits;
(6) Costs to the District resulting from failure of the Contractor to complete the Work within the proper time; or

(7) Damage to work or property.

(b) Whenever the District shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefor will be given the Contractor. After the Contractor has corrected the enumerated deficiencies, the District will promptly pay to the Contractor the amount so withheld. When monies are withheld to protect the District against claims or liens of mechanics, material men, Subcontractors, etc., the District may at its discretion permit the Contractor to deliver a surety bond in terms and amount satisfactory to the District, indemnifying the District against any loss or expense, and upon acceptance thereof by the District, the District shall release to the Contractor monies so withheld.

7.07. FINAL PAYMENT

Within ten (10) days after the date of completion, the District will file in the Office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. Within sixty (60) days of completion defined in Public Contract Code section 7107, the difference between said final estimate and all payments theretofore made to the Contractor shall be due and payable to the Contractor, subject to any requirements concerning the furnishings of a maintenance bond, and excepting only such sum or sums as may be withheld or deducted in accordance with the provisions of this Contract. All prior certifications upon which partial Payments may have been made, being merely estimates, shall be subject to correction in the final certificate.

7.08. FINAL RELEASE

Final payment to the Contractor in accordance with the final estimate is contingent upon the Contractor furnishing the District with a signed written release of all claims against the District arising by virtue of the Contract. Disputed Contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. The release shall be in substantially the form specified in California Civil Code section 8138.
BOARD OF LIBRARY TRUSTEES
AGENDA ITEM XI.C. REPORT FOR JANUARY 2024

REPORT: Agenda Item XI.c. MEETING DATE: January 22, 2024
PREPARED BY: Nikki Winslow LOCATION: Main Library Community Room

TITLE: Review and Approval of the Updated ALD Personnel Policies

BACKGROUND:

The ALD Personnel Policies were approved by the Board of Trustees at their meeting on November 21, 2020 and placed in effect on December 1, 2020. The Board also approved updates to these policies at their meeting on October 25, 2021, specific to sections 3, 6, 7, 9, and 13.

In 2023, the Management Team worked with our HR Consultant Patty Francisco and an assembled Staff Focus Group to update our Attendance and Unpaid Leaves of Absences policies (Sections 8 and 9), which were approved by the Board on August 28, 2023. These sections are not included in these updates since they were recently edited and approved.

Additional updates to the policy are sought, and Administration is proposing the following changes:
- Changing all mentions of “Administrative Services Manager” to “Administration”
- Using the uniform word “manager” in place of “supervisor” for consistency
- Using gender neutral terminology
- Addition of more specific guidelines around the California Family Leave Act process and procedures in Section 10

The following Sections of the Personnel Policies have been edited to reflect these changes:

Section 1: Administration of Personnel System
Section 2: General Statement
Section 3: Glossary
Section 4: Classification Plan
Section 5: Recruitment and Selection
Section 6: Introductory Period
Section 7: Compensation
Section 8: Attendance
Section 9: Paid Leaves of Absence
Section 10: Unpaid Leaves of Absence
Section 11: Employee Benefits
Section 12: Standards of Conduct
Section 13: Performance Reviews
Section 14: Disciplinary and Grievance Procedures
Section 15: Technology Use and Privacy
Section 16: Outside Employment
Section 17: Teleworking
Section 18: Key Policy

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the Board of Trustees review and approve the updated Personnel Policies.
PERSONNEL POLICY I

ADMINISTRATION OF THE PERSONNEL SYSTEM

1.1 Pursuant to California Education Code Section 19647 the Board of Library Trustees (the Board) establishes the number of employees, sets their duties and power, and fixes their compensation. All officers and employees of the Altadena Library Altadena–Library District, herein referred to as “The District”-hold their positions at the pleasure of the Board.

1.2 The Board delegates administrative authority to the Director.

1.3 The Director has authority, subject to Board approval, to revise these policies.
PERSONNEL POLICY II

GENERAL STATEMENT

2.1 **Mission:** Bringing People + Ideas Together

2.2 **Vision:** An Altadena where all are learning, growing and thriving together.

2.3 **Values:** Empathy, Equity, Innovation

2.4 **Policy.**

2.4.1 The District shall seek the best applicants for employment based on qualifications and provide equal opportunity for all persons who compete for employment.

2.4.2 The District will not discriminate in its employment practice 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.

2.4.3 The District will not discriminate in its employment practices against a qualified individual with a disability who can safely perform the essential functions of the job with reasonable accommodations.

2.4.4 The tenure of an employee covered by the rules is subject to proper behavior, satisfactory work performance, and necessity for the work.

2.5 **Applicability.** Unless a policy indicates otherwise, these policies apply to all exempt and non-exempt employees.

2.6 **No Contract.** The personnel policies do not create any contract of employment, express or implied, or any rights in the nature of a contract.
PERSONNEL POLICY III

GLOSSARY

Unless otherwise required by the context, words used in these policies shall have the following meaning.

3.1 Administrative Leave. Temporary separation of an employee from the workplace with pay at the discretion of the Director. During periods of administrative leave the employee shall be available for contact to be reached by telephone during regular working hours.

3.2 Appointing Authority. The Board, the Director or the person to whom their authority has been delegated.

3.3 At Will Employee. Those employees who are employed at the will of the appointing authority and may be removed at any time without cause or right of appeal.

3.4 Classification. Classification means a group of positions sufficiently similar in duties, authority, responsibilities, and minimum qualifications for employment to permit combining them under a single title and applying common standards of selection and compensation.

3.5 Demotion. The voluntary or involuntary reduction of an employee to a classification having a lower salary range. Any employee who receives a demotion is placed on a new introductory period.

3.6 Domestic Partner. An employee who meets the requirements of Family Code Section 297, et seq.

3.7 Exempt Employee. An employee in a job classification that is exempt from overtime under the Fair Labor Standards Act.

3.8 Full-Time Hourly Employee. An employee who is normally scheduled to work 40 hours per week.

3.10 **Introductory Employee.** An employee serving an introductory period of six (6) or twelve (12) months, depending on the position when hired or promoted, may be removed at any time without cause or right of appeal.

3.11 **Introductory Period.** A trial period of six (6) or twelve (12) months, depending on the employee’s job classification when hired or promoted, of actual service during which an employee is required to demonstrate that continued employment is appropriate by satisfactory performance of the duties of the position.

3.12 **Management Leave.** Leave granted to managers at the beginning of the calendar year in compensation for extra hours worked during the year outside of their 40-hour per week schedule.

3.13 **Non-Exempt Employee.** An employee in a job classification that is subject to the minimum wage and overtime under the Fair Labor Standards Act.

3.14 **Part-Time Hourly Employee.** An employee paid at an hourly rate and scheduled to work less than 20 hours per week and does not work more than 999 hours per fiscal year unless excluded from PERS coverage.

3.14.1 Exemptions to this policy include those with prior agreements with the District or those who are existing members of PERS.

3.15 **Position.** A combination of duties and responsibilities assigned to a single employee.

3.16 **Promotion.** The advancement of an employee after a competitive process from a position in one class to a position in another class having a higher rate of pay.

3.17 **Promotional Introductory Period.** A trial period of six (6) or twelve (12) months, depending on the position they are promoted into, during which a promoted employee is required to demonstrate that continued employment in the position is appropriate by satisfactory performance of the duties of the position.

3.18 **Reclassification.** A significant change in duties and responsibilities through gradual accretion, which results in a change in classification, title and rate of pay.

3.19 **Regular Employee.** An employee who has successfully completed the introductory period.

3.20 **Suspension.** A temporary separation of an employee from the workplace without pay, as a result of disciplinary action.
3.21 **Temporary (on-call) Employee.** An employee who is hired to work for a limited duration. A temporary employee may work part-time (i.e., working less than 999 hours per fiscal year), or full-time (i.e., working 40 hours per week). A temporary employee will only provide temporary services arising out of a special project, abnormal workload, an emergency, or the temporary absence of a District employee.

3.22 **Termination.** The involuntary separation of an employee from employment as a result of disciplinary action.

3.23 **Transfer.** Movement of an employee from one position in a class to another position in the same class.
PERSONNEL POLICY IV

CLASSIFICATION PLAN

4.1 Each position is allocated to an appropriate class on the basis of duties and responsibilities of the position.

4.2 Positions in a class shall be sufficiently alike to present use of a single description title for the class and the same desirable qualifications and pay range for each position.

4.3 Each class shall have a specification which includes a descriptive title, statement of assigned duties/responsibilities and a statement of desirable qualifications.

4.4 The District Director may reclassify a position upon a significant change of duties or responsibilities.

4.5 New classes may be created and existing classes may be revised or abolished. Please see Administrative Services Manager - Administration for the most up-to-date specifications.
PERSONNEL POLICY V

RECRUITMENT AND SELECTION

5.1 **Goal of Recruitment Process.** The District’s goal is to hire the most qualified employees for District positions.

5.2 **Declaring a Vacancy.** When a vacancy or new position is created, the manager who wants to fill the position must complete a Vacant Position Request form. This form should be given for review to the Business Manager. Administration Office. Final approval is at the discretion of the District Director.

5.3 **Advertising and Posting.** The Business Manager Administration will be responsible for determining the method of announcing the opening and soliciting applicants. New and vacant positions will be posted on the Human Resources/Finance Administration bulletin board in the staff area and advertised to attract external qualified candidates. The District Director must approve all advertisements for the open position, including the job announcement, employment ads and advertising sources. If the Director chooses to establish a hiring or eligibility list for a vacant position or classification, the District may utilize that list for filling future vacant positions of the same classification in lieu of utilizing the advertising, posting, and interviewing process each time a position becomes vacant. The life of such a list shall not exceed six (6) months.

5.4 **Application.** All applicants must complete an online employment application using the District’s online application system. After the application date for the position closes, the applications will be forwarded to the hiring manager who along with the District Director will complete the following procedure in reviewing applications and selecting candidates:

5.5 **Interview/Examination.**

5.5.1 All applicants will be reviewed for minimum qualifications.

5.5.2 All applicants who meet minimum qualifications will be considered for interview.

5.5.3 The most qualified candidates will be scheduled for interview.

i. All interviewees for part-time positions (defined as less than 40 hours per week) will be interviewed by the hiring manager and a second manager or District Director depending upon availability.
ii. All interviewees for full-time positions will be interviewed by a panel of external professionals well-versed in the position being filled.

iii. The top three to five candidates from the external panel will proceed to a final interview with the hiring manager and a second manager or District Director depending upon availability.

5.5.4 In addition to the interview an examination may be required. All interviews and/or tests will be job-related. Job-related means that any question and/or test given to the applicants will be designed to determine whether the applicant can perform the duties of the position. The District will determine the need for, method, type and number of tests and/or interviews for each available position. The District will determine the weight which is given to each test and/or interview question in determining the qualifications of candidates.

5.5.5 After the interview and possible examination, the best qualified applicant will be selected and made a conditional offer of employment pending a background check.

5.6 Termination of Process. The District may terminate any recruitment, test and/or interview at any time for any reason. The District may select one of the qualified candidates, repost the position, or leave the position unfilled.

5.7 Employment. Is contingent upon satisfactory completion of a background check, and verification of U. S. Citizenship or right to work in the United States.

5.8 Employment Forms. Once an applicant is selected to be employed the applicant must submit a W-4 form, an I-9 form, and any other form required by law or library procedure.

5.9 Employment of Relatives. To maintain morale and professional working relationships among employees and volunteers, relatives of employees will not be eligible for employment with the District when potential problems of supervision, safety, security, morale or actual or potential conflicts of interest exist and the potential challenges cannot be resolved by reasonable accommodation in the best interests of the District. "Relatives" are defined as an employee’s parents, child (ren), spouse, domestic partner, brothers, sisters, in-laws, grandparents, grandchildren, and step relationships.

5.9.1 If an employee becomes related to another employee through marriage or domestic partnership, or if an employee related to another employee becomes that employee’s supervisor or manager, the situation is to be immediately
brought to the attention of the District Director. The District will do its best to keep its employees through mutually agreed accommodations. However, if a reasonable solution cannot be implemented and potential or actual problems exist, only one of the employees will be permitted to remain employed by the District. Both employees will be provided thirty (30) calendar days’ notice to determine which employee will remain employed by the District. If no decision has been made by the end of the thirty (30) calendar days, the District will select the employee to be terminated.

5.9.2 Relatives of Altadena Library-District Trustees will not be considered for employment.

5.9.3 If a Library Trustee and an employee marry, become related, or become domestic partners, the employee will be permitted to remain employed by the District if reasonable accommodation will eliminate the actual or potential problems. If the actual or potential problems cannot be eliminated by reasonable accommodation, or the resignation of the Library Trustee, the employee will be terminated.

5.9.4 If accommodations are made for any of the above situations, these accommodations will be documented in writing and a copy kept by the Business-Manager Administration.

5.10 Temporary Employees. The District may follow any process it deems appropriate to recruit, select and appoint temporary employees.

5.11 Physical and Drug Tests. Upon completing the selection process and accepting the District’s conditional job offer, potential new employees may be required to take and pass a fitness and medical exam to determine fitness for duty per the physical demands identified in the position’s job description. The exam will be scheduled and paid for by the District and may comprise of the following elements:
- physical exam
- tuberculin test
- drug screening

5.12 Completion of Background Check. Depending on the type of work being performed for the District, the District may determine that the successful candidate(s) may need to undergo a background check at the District’s cost. The
District may require the use of “LiveScan” technology to capture the individual’s fingerprints and compared to other in the Department of Justice’s database. If the District receives a “clear” report further steps to engage the candidate may be taken. If the District receives a report that is “not clear” it will communicate with the prospective employee in a timely manner to discuss the report. The District will then decide whether or not to continue with the employment process. The District’s action will be communicated to the candidate in a timely manner.
PERSONNEL POLICY VI

INTRODUCTORY PERIOD

6.1 Purpose. A period for the employee’s supervisor-manager to determine whether continued employment is appropriate based on an assessment of the employee’s performance of the duties of the position.

6.2 Duration. Non-exempt employees will be placed on a six (6) month introductory period. Exempt employees will be placed on a twelve (12) month introductory period.

6.3 Rejection. The District can reject the employee at any time during the introductory period for any reason, without cause and without right of appeal.

6.4 Demotions. Employees who are demoted serve a six (6) month introductory period. If the employee is unsuccessful in the demoted position, the District reserves the right to terminate employment.

6.5 Promotions. Employees who are promoted serve a six (6) month or twelve (12) month introductory period. If the employee is unsuccessful in the promotional position, they shall be returned to the position previously held, if the position remains vacant.

6.6 Extension. The Director may extend an employee’s introductory period regardless of classification, for a period not to exceed three (3) months. An extension of an employee’s introductory period does not affect the District’s right to reject the employee during the extended probationary period without cause or right of appeal.

6.7 Performance Evaluation. During the introductory period, a written performance evaluation will be submitted to the District Director three (3) months and six (6) (for six month probationary periods), and additionally at the nine (9) month and the twelve (12) month mark after the employee is hired. If an employee is given an extension to their introductory period, a written performance evaluation will be submitted at the (9) month mark.

6.7 Transfer. Although an employee may be hired for a position in a particular department or location with a specific schedule of work hours, conditions may require a change of location or work hours on a temporary or permanent basis. This may include a transfer within the same classification to a similar position in another department or location, or a demotion and realignment of duties. The
Director may initiate such transfers or reassignments --for the benefit of the District as a whole in developing an employee's capabilities and, at the same time, achieving the objectives of the District more effectively.

6.8 Other Compensation. Employees in their introductory period are not eligible for tuition reimbursement or to apply for external training opportunities. If an employee resigns their position within the first six months, they are not eligible for vacation leave compensation. If an employee leaves their position with the District before the completion of six months of employment, they will not be compensated for any vacation leave.
PERSONNEL POLICY VII

COMPENSATION

7.1 Pay Plan. The pay plan shall assign each class to a salary range in an approved Schedule of Salary Ranges (Salary Schedule). Every year the District Director and/or the Administrative Services Manager Administration shall recommend to the Board of Library Trustees an appropriate salary range for each class on the basis of salary adjustments for similar classes in competing public agencies and/or significant changes in the assignment of duties and responsibilities to one or more classes and/or recruitment and retention difficulties and other appropriate factors.

7.2 Classification. Each classification contains 6 steps. Classifications for employees will be reviewed as part of the annual budget preparation process and may be adjusted based on economic and market conditions, the District’s financial circumstances, and/or to ensure equity with employees.

7.2.1 The District Director will review Management and employee salaries annually and will determine what Merit Step increases, if any, will be granted. The budgetary impact of any Merit Step increases will be incorporated into the annual budget process. Merit Step increases are not automatically granted. Merit Step increases may be granted based on:
- the employee’s work performance
- economic and market conditions for that position
- issues of internal equity

7.2.2 Merit Step increases may also be granted at any time based on changes to the responsibilities of the position, as approved by the District Director.

7.3 Salary Placement Upon Initial Hire. An employee will be hired at or promoted to Step 1 of the appropriate classification unless the District determines that based on training, experience, and market conditions the employee should be placed above Step 1. Employees who complete the introductory period for their position to a satisfactory standard will be eligible to move to the next higher step in their classification at the discretion of the District Director.

7.4 Merit Increases (Step increases).

7.4.1 Each employee in a full-time or part-time position shall be considered for a merit increase as part of their annual evaluation until they reach the highest
step of their classification. Prior to the employee’s merit increase eligibility date, their/this supervisor-manager shall review their/this performance. Employees whose work performance successfully meets all evaluative criteria shall be considered for advancement to the next higher step (not to exceed the maximum) of the salary range.

7.4.2 New and promotional employees whose initial compensation in a class is at Step 1 of the class’s salary range shall be considered for a merit increase upon successful completion and satisfactory evaluation of their introductory period, including any extensions.

7.4.3 New and promotional employees whose initial compensation in a class is at Step 2 or higher in a class’s salary range shall be considered for a merit increase one year after their hire or promotional date.

7.4.4 An accelerated merit increase may be granted by the District Director in recognition of exceptionally meritorious performance not to exceed two steps on a salary range.

7.5 Salary Upon Promotion/Demotion. A full-time Employee who is promoted to a new classification will be placed on the lowest step of the new classification that results in at least a 5% increase in monthly salary.

7.5.1 When an employee is reassigned to a position in the same class or another class with the same salary range, their anniversary date shall not change.

7.5.2 An employee demoted to a class with a lower salary range shall have their salary determined as follows:

7.5.2.1 An employee who is demoted for non-disciplinary reasons to a lower classification will be placed at the step within the pay range for the new classification that least reduces their pay when compared to their pay rate immediately prior to demotion.

7.5.2.2 An employee demoted for disciplinary reasons shall receive a two-step reduction in salary or the top Step of the lower class, whichever is lower.

7.5.2.3 An introductory employee reduced to a class they have not previously occupied shall receive the first Step of the salary range of the new class.

7.5.2.4 When an introductory employee is demoted to a class they previously occupied in good standing they shall receive the salary
step and anniversary date they would have earned if they remained in the lower class.

7.6 Rehired Employees. A former employee who is rehired shall have their salary determined as follows:

7.6.1 An employee rehired to their former class within 3 years after separating may be placed at any step of the salary range equal to or below the step level at time of separation, at the discretion of the District Librarian/Director.

7.6.2 An employee rehired more than 3 years after separation will be treated as a new hire.

7.6.3 Former employees who have retired from the District may be hired on an "as needed" basis and shall be paid the hourly rate of Step 1 of the classification they are to work.

7.7 Temporary Employees. Temporary employees will be paid at Step 1 of the appropriate salary range for the position.

7.8 Salary Upon Acting Assignment. An employee who is temporarily required to serve in a higher classification shall be compensated at a higher rate of pay as set forth below:

7.8.1 To be eligible the employee must first work 10 consecutive days in the higher class.

7.8.2 To be eligible the employee must be assuming the full range of duties and responsibilities of the higher-level classification.

7.8.3. The employee shall receive pay at the lowest step of the range for the position assumed, which results in at least a 5% increase in salary upon the 11th day and until temporary assignment is completed.

7.9 Recording Time Worked

7.9.1 Non-exempt employees are required to record their time worked using the timekeeping software of the District. Exempt employees will only record their exceptions (vacation, sick, management leave, personal holiday, etc.).

7.10 Pay Period Schedule. Employees are paid on a biweekly schedule with paydays falling on every other Friday. Each pay period begins on a Sunday and ends on the
second Saturday following the start of the pay period. There are 26 pay periods per year. When payday falls on a holiday or other District closure, payday will fall on the preceding workday.

7.11 Direct Deposit. All newly hired staff will be paid via automatic direct deposit of paychecks. As of October 26, 2021, only those staff currently paid by paper check may elect to continue that method.

7.12.47.11 Mileage & Expense Reimbursement. Employees shall receive mileage reimbursement consistent with that of the IRS for travel on official library business, providing the travel has been pre-approved.

7.12.47.11.1 Employees are eligible for reimbursement for driving on official library business at the official IRS rate. Driving between library locations in the course of one’s work is not eligible for reimbursement.

7.12.27.11.2 Employees may be reimbursed for some or all expenses incurred for attendance at professional meetings, workshops, conferences, etc., on library time or on the employee’s own time, providing requests for such reimbursements and/or time have been approved in advance by the District Director.

7.12.37.11.3 When staff are approved to attend multi-day conferences or trainings, the District will establish a budgeted amount to cover all expenses, including registration, travel, accommodation and meals or other incidentals. Staff are required to select the most cost-effective method for travel and accommodations.

7.12.47.11.4 Request for reimbursement for any or all expenses must be documented with original receipts submitted to the business Administration office along with appropriate expense reimbursement forms. Staff are encouraged to use procurements cards for any District-related expenses.

7.12.57.11.5 Every effort will be made to allow staff members to attend appropriate professional conferences, provided that it is financially feasible and adequate staffing of the library can be maintained. Employees in their introductory period are not eligible to apply for external training opportunities.

7.12.67.11.6 The District Director must approve attendance of employees at major conferences, such as the California Library Association, the
American Library Association, or Public Library Association.

7.13 Overtime. Non-exempt employees will be paid at time and one half their regular hourly rate of pay for hours worked in excess of 40 hours in a week and/or over 8 hours within one workday. Such hours
must be scheduled and approved in advance by the employee’s immediate supervisor.(CA Department of Finance)

7.13.47.11.7 Overtime for full-time positions is work time in excess of the position’s regular work time, i.e., forty (40) hours in a seven day week.

7.13.27.11.8 Overtime shall be used only in emergencies or when the services required are essential to maintain efficient operations. Employee must get prior approval from their Supervisor/ Administrative Services Manager, Administration, or the District Director.

7.13.37.11.9 Overtime shall not exceed eight (8) hours for an employee in any calendar month without the written approval of the District Director. Overtime will be paid at one and one-half (1.5) times the employee’s regular hourly rate of pay.

7.13.47.11.10 Exempt employees shall not be eligible or considered for any compensation for overtime worked.

7.147.12 Compensatory Time. Employees may not earn or accumulate compensatory time off.

7.147.13 Payday and Pay Check Distribution. Employees are paid biweekly. For non-exempt employees, time cards must be completed so that paychecks will be issued timely and accurately. If a payday falls on a holiday, paychecks will be distributed on the preceding workday. Checks are distributed by Administration the Administrative Services Manager or a designee on the date assigned for payment. If the employee is absent when the paycheck is distributed, the employee may claim the paycheck from the Administrative Services Manager/Administration or a designee when the employee returns.

7.147.14 Direct Deposit. The Altadena Library District provides direct deposit of paychecks. With this option, each paycheck will be automatically deposited to an employee’s account. All newly hired staff will be paid via automatic direct deposit of paychecks. As of October 26, 2021, only those staff currently paid by paper check may elect to continue that method. Altadena Library District provides, and encourages, direct deposit of paychecks. With this option, each paycheck will be automatically deposited to your account as designated by you. Pay stubs are available online via the District’s payroll portal. Employees are able to initiate or change their direct deposit at any time in the District’s online payroll portal.

7.147.15 Salary Deductions. Certain deductions required by law will be made from each employee’s wages. These include but are not limited to: state and federal income taxes, social security and Medicare (collectively, FICA) taxes, and state disability
insurance (SDI) withholdings where applicable. Other non-statutory deductions will be made upon employee authorization, such as, but not limited to: additional health and/or life insurance options, elective tax-deferred contributions (e.g. CalPERS 457 (b) program).
7.187.16 Garnishments. If the District receives a court order for garnishment of an employee’s wages, the Altadena Library District will follow these guidelines:

i. Advise the employee of the court order and the date the first deduction will be made;

ii. (Federal). The garnishment may not exceed 25% of the employee’s weekly disposable earnings or the amount by which the employee’s disposable earnings for the week exceed 30 times the federal minimum hourly wage in effect at the time the earnings are payable. Disposable earnings are defined as the portion of the employee’s earnings that remains after deducting all amounts required to be withheld by law.

iii. (California). The garnishment may not exceed the maximum amount of disposable earnings subject to wage garnishment is the lesser of either 25% of the employee’s disposable earnings for that week or 50% of the amount by which the employee’s disposable earnings for that week exceed 40 times the state minimum hourly wage.

iv. If the employee are subject to multiple garnishments, the District will pay child support payments first; and

v. The District will retain a copy of the court orders in the employee personnel file as the legal basis for making the payroll deduction.

7.197.17 Compensation Compliance Policy. The Altadena Library District complies with all laws, both state and federal, regarding pay practices. The District does not participate in any unlawful “immigration-related practices”, and prohibits retaliation, discrimination, or other adverse employment action against employees who exercise their employee rights, or who make a complaint about employment rights (under the Labor Code), including but not limited to any written, or oral complaints of owed unpaid wages. This includes reports, or threats to report, employees, former employees, prospective employees, or family members to immigration authorities.

7.19.17.1 In the event of an inadvertent or improper pay deduction overpayment or error, affected employees must immediately report their concern to the Finance Department Administration. The Altadena Library District will review the situation thoroughly and make any corrections to an employee’s pay deemed necessary. Questions or concerns about the Altadena Library District policy should also be addressed to your Manager or the Human Resource Department Administration.

7.19.27.17.2 Compensation Complaint Procedure:
i. Employees who believe their pay has been improperly calculated or questions on their exemption status should immediately contact the Administrative Services Manager/Administration Administration and formally report their concern pursuant to this complaint procedure.

ii. The employee will be asked to specify in writing, using the guidance above, the specific circumstances of the pay miscalculation and whether it has occurred on other occasions.

iii. The designated representative from Administration will then investigate the claim by reviewing pay records and likely interviewing other employees, Managers or managers, as well as the payroll representatives handling the employee’s pay, to determine the nature and scope of the employee’s issue.

iv. If pursuant to this review a compensation calculation is found to have been made in error, the Administrative Services Manager/Administration Administration will correct the error as expeditiously as possible.

v. If a compensation error is found, the designated representative will further determine if this was an isolated incident or a pattern of conduct that requires further action on the part of the District. If warranted, the Administrative Services Manager/Administration Administration may make retroactive corrections to assure that compensation calculations are completed in compliance with both state and federal laws.

vi. The resolution of the situation will be documented (including confirmation on the part of the employee that the situation has been resolved) and placed with the employee’s records.

vii. The Administrative Services Manager/Administration Administration may, from time to time, establish a practice to regularly audit employee pay records.

viii. Employees who utilize this complaint procedure shall not be retaliated against for making use of this policy. Employees with questions concerning this policy are encouraged to contact the Administrative Services Manager/Administration Administration.

ix. 7.20.3 Separation Compensation.

The District may provide final paycheck as printed paper check depending on pay cycle.
PERSONNEL POLICY VIII

ATTENDANCE

8.1 Policy: This policy is to set forth Altadena Library District’s policy and procedures for handling employee absences and tardiness to promote the efficient operation of the company and minimize unscheduled absences.

Punctual and regular attendance is an essential responsibility of each employee at Altadena Library District. Employees are expected to report to work as scheduled, on time and prepared to start working. Employees also are expected to remain at work for their entire work schedule. Unscheduled late arrivals, early departures or other absences from regularly scheduled hours are disruptive and must be avoided.

This policy does not apply to absences covered by the California Family Rights Act (CFRA).

8.2 Flexibility of Hours: In order to meet the mission of the Altadena Library District, employees are expected to be willing to be flexible in work assignments and scheduled work hours so that the District can meet its obligation of service to the community.

8.3 Scheduled Work Hours: An employee’s workweek is defined as a recurring consecutive seven-day period beginning on Sunday at 12:01 a.m. and ending Saturday at midnight. Regularly scheduled workdays and hours for employees are established according to the needs of the District. Employees are required to work their hours as assigned. Any request by staff to modify their schedule must receive prior approval by their manager.

8.4 Change of Scheduled Work Hours: Management reserves the right to adjust work schedules at any time based on the operational needs of the District. As much advanced notice as possible will be given prior to any change in work schedule.

8.5 Absences: “Absence” is defined as the failure of an employee to report for work when scheduled to work. The two types of absences are defined below:
8.5.1 **Scheduled absence** occurs when all the following conditions are met:

- The employee provides sufficient notice to their manager at least 48 hours in advance of the absence to take either sick leave or vacation leave of no more than eight (8) hours. Leave requested of eight (8) hours or less will only be approved based on staff coverage and availability (see Section 9.2.7 for more information).
- The absence request is approved in advance by the employee's manager.
- The employee has sufficient accrued leave to cover the absence.
  - If the employee does not have sufficient accrued leave to cover the absence, prior approval for an unpaid leave of absence must be given by the employee's manager and administration.

8.5.2 **Unscheduled absence** occurs when any of the above conditions are not met. If it is necessary for an employee to be absent because of an illness or an emergency, the employee must notify their manager no later than the employee's scheduled starting time on that same day, although are encouraged to provide as much advance notice to their manager or Person-In-Charge (PIC) as possible. If the employee is unable to notify their manager directly, they must have someone notify their manager on the employee's behalf. An unscheduled absence counts as one occurrence for the purposes of discipline under this policy.

8.5.3 Employees with more than three consecutive days of unscheduled absences because of illness or injury must give the District proof-of-physician's care and in some cases a fitness for duty release prior to returning to work. Employees will submit these medical documents to administration.

8.5.4 Employees must take leave for every absence unless otherwise allowed by District policy (e.g., leave of absence, bereavement, jury duty).

8.6 **Tardiness** Employees are expected to report to work and return from scheduled breaks on time. If the employee is going to be more than 10 minutes late for their
assigned shift, they must notify their manager no later than their regular starting time. This notification does not excuse the tardiness but simply notifies the supervisor that a schedule change may be necessary. Tardiness is one-half an occurrence for the purpose of discipline under this policy.

8.7 Early Departures Employees who must leave work before the end of their scheduled shift must notify a manager immediately. Early departures are each one-half an occurrence for the purpose of discipline under this policy.

8.8 Disciplinary Action Excessive absenteeism is defined as two or more occurrences of unscheduled absence in a 30-day period and may result in disciplinary action, including attendance counseling. Eight occurrences of unscheduled absence in a rolling 12-month period may result in disciplinary action, including attendance counseling, and progressive discipline up to and including termination.

8.9 Job Abandonment Any employee who fails to report to work for a period of three days or more without notifying their manager will be considered to have abandoned the job and voluntarily terminated the employment relationship.

8.10 Meal Breaks. Employees classified as non-exempt must take a meal break of at least 30 minutes and up to one hour on a consistently scheduled basis. Employees working more than six hours are required to take a minimum of 30 minutes for a meal break. Employees classified as exempt are also encouraged to adhere to this policy.

8.10.1 Any employee that works between 5 and 6 hours in a shift may waive their right to a 30 minute meal break by signing the Meal Break Waiver Form. This form is kept in the employee’s personnel file and can be rescinded if the employee so chooses.

8.11 Rest Breaks. Employees classified as non-exempt are entitled to a 15-minute break during each four-hour work period. If an employee is entitled to two rest breaks per shift the breaks are not to be taken consecutively. The scheduled rest break may not be used for other purposes, i.e., to make up time for tardiness, to extend meal hours, to arrive late, or to leave early. Employees classified as exempt are also encouraged to adhere to this policy.
PERSONNEL POLICY IX

PAID LEAVES OF ABSENCE

9.1 Holidays.

9.1.1 Regular Full-Time Employees. District libraries will be closed according to the holidays and closures calendar as approved by the Board of Trustees. Full-time employees regularly scheduled to work on the day on which a holiday falls shall receive pay as if the day had been worked. If a paid holiday falls on an employee’s regularly scheduled day off, the employee receives an in-lieu day as scheduled by their manager to be taken within the same workweek.

9.1.2 Regular Part-Time Employees. Part-time employees who work less than 20 hours per week are responsible for coordinating with their manager to adjust their schedule if their regularly scheduled workday falls on a holiday.

9.2 Vacation. Vacation time may not be used until after the first six months of employment with the District. Exceptions may be made with the Director’s approval.

9.2.1 Vacation Accrual:

9.2.1.1 Vacation is accrued on a monthly basis. During the first six (6) months of employment, vacation shall be accrued but may not be used. Any exceptions to this policy must be approved by the District Director.

9.2.1.2 Vacation accumulation shall not exceed three hundred thirty-six (336) hours, i.e. 28 days.

9.2.1.2.1 It is the District’s policy that vacation shall be used annually. Should any employee not use vacation, the accrual will cease at the maximum accrual set forth in the table below until vacation is used to bring the employee’s balance below the maximum accrual.
9.2.1.2.2 No vacation accrues during an unpaid leave of absence—
or while collecting
non-District paid wage replacement. Vacation accruals
recommence when the employee returns to work.

9.2.2 Vacation Accrual Full-Time Employees. Full time employees shall accrue
vacation with pay as follows, unless otherwise specified in their employment
agreement, or if placed on a modified work schedule, in which case accrual
will be adjusted based on percentage of hours worked:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Vacation Days per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5 years of full-time employment</td>
<td>18 days</td>
</tr>
<tr>
<td>6-9 years of full-time employment</td>
<td>21 days</td>
</tr>
<tr>
<td>10-14 years of full-time employment</td>
<td>23 days</td>
</tr>
<tr>
<td>15+ years of full-time employment</td>
<td>28 days</td>
</tr>
</tbody>
</table>

Regular Full Time Employees:

<table>
<thead>
<tr>
<th>Years of Complete Service</th>
<th>Annual Accrual Rate</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through 5</td>
<td>144 hours</td>
<td>216 hours</td>
</tr>
<tr>
<td></td>
<td>12 per month</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(18 days)</td>
<td></td>
</tr>
<tr>
<td>6 through 9</td>
<td>168 hours</td>
<td>252 hours</td>
</tr>
<tr>
<td></td>
<td>14 per month</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(21 days)</td>
<td></td>
</tr>
<tr>
<td>10 through 14</td>
<td>184 hours</td>
<td>276 hours</td>
</tr>
<tr>
<td></td>
<td>15.33 per month</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(23 days)</td>
<td></td>
</tr>
<tr>
<td>15+</td>
<td></td>
<td>336 hours</td>
</tr>
</tbody>
</table>
ALTADENA LIBRARY DISTRICT | POLICY AND PROCEDURE MANUAL

SUBJECT: Administration of the Personnel System
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| 224 hours  
18.66 per  
month |

9.2.2.1 The maximum number of days of vacation an employee may accrue in any one year is 28 days.

9.2.3 Vacation Accrual Part-Time Employees – Regular part-time employees working 20 hours or more hours a week.

Regular Part-Time Employees

<table>
<thead>
<tr>
<th>Years of Complete Service</th>
<th>Annual Accrual Rate</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through 5</td>
<td>60 hours 5 per month (7.5 days)</td>
<td>90 hours</td>
</tr>
<tr>
<td>6 through 9</td>
<td>80 hours 6.66 per month (10 days)</td>
<td>120 hours</td>
</tr>
<tr>
<td>10+</td>
<td>100 hours 8.33 per month (12.5 days)</td>
<td>150 hours</td>
</tr>
</tbody>
</table>

9.2.4 Vacation Accrual Part Time Employees – Regular Part-Time employees less than 20 hours per week.

Regular Part-Time Employees

<table>
<thead>
<tr>
<th>Years of Complete Service</th>
<th>Annual Accrual Rate</th>
<th>Maximum Accrual</th>
</tr>
</thead>
</table>
9.2.5 Employees may request up to 8 hours per month time off with a maximum of 40 hours per year to participate in activities of their child’s school or day care facility. An employee must give the District reasonable notice at least 48 hours in advance before taking this time off and be required to provide proof of participation from the school. An employee who takes time off under this policy must utilize their existing leave for the absence (See section 10.9 Family-School Partnership Act in Policy Section X Unpaid Leaves of Absence for more information).

9.2.7 Vacation Request. Employees are encouraged to give as much advance notice as possible when requesting vacation leave. Except in cases of emergency, employees are required to request vacation at least two weeks in advance, but no more than six months ahead of any leave request date(s). An employee may request vacation of eight (8) or less hours provided the employee requests a scheduled absence with at least 48 hours advance notice. Any vacation request is not guaranteed until approved by their manager and based on operational and staffing needs of the District. Amendments and exceptions to vacation requests may be made by the District Director.

9.2.7.1 The minimum amount of Vacation time that can be requested is 0.25 hours.

9.3 Vacation Cash Out. Employees have the option of cashing out a portion of their accrued vacation balance two (2) times per year to a maximum of 80 hours each time. Employees must leave a minimum of 40 hours in their vacation bank at the time of voluntary cash out.
Example 1: An employee's vacation balance is 60 hours. Because the employee must leave a minimum balance of at least 40 hours, the employee may elect to cash out up to 20 hours.

Example 2: An employee’s vacation balance is 35 hours. Because the employee must leave a minimum balance of at least 40 hours, the employee may NOT request vacation cash out.

9.4 Vacation Advances. An employee is not permitted to borrow on future accrual of vacation benefits, except with the approval of the District Director. In no case may vacation time be borrowed or taken before an employee becomes eligible to begin accruing vacation as described above. The District’s timekeeping system does allow for requesting based on future accruals.

9.5 Payment upon Termination. Employees terminating employment with the District will be paid for all unused, accrued vacation.

9.6 Religious Holidays. Employees may use vacation for religious holidays.

9.7 Management Leave. Staff classified as “Manager” or higher on the District salary schedule are eligible for Management Leave according to the matrix below.

<table>
<thead>
<tr>
<th>Position</th>
<th>Annual Hours of Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>District Director</td>
<td>100 hours (12.5 days)</td>
</tr>
<tr>
<td>Assistant Library Director</td>
<td>80 hours (10 days)</td>
</tr>
<tr>
<td>IT Manager</td>
<td>60 hours (7.5 days)</td>
</tr>
<tr>
<td>All other Managers</td>
<td>40 hours (5 days)</td>
</tr>
</tbody>
</table>

9.7.1 Accrual. Management Leave hours are granted January 1 of each year. These hours do not roll over and must be used within the same calendar year.

9.7.2 Requests. Management Leave is to be requested in the same manner as Vacation. The minimum amount of Management Leave that can be requested is 0.25 hours.

9.7.3 Cash-out. Management Leave is not eligible for cash-out.

9.8 Sick Leave.
9.8.1 Full time employees shall accrue sick leave with pay at the rate of eight (8) hours per month. No sick leave accrues during an unpaid leave of absence or while collecting non-District paid wage replacement. Sick leave accruals recommence when the employee returns to work.

9.8.2 Regular part-time employees working 20 or more hours per week shall accrue sick leave on a pro-rated basis (number of hours per week).

  9.8.2.1 Sick leave shall accrue with no maximum for full-time employees and part-time employees working more than 20 hours per week.

9.8.3 Regular part-time and temporary employees working less than 20 hours per week are granted 24-40 hours of sick leave on January 1st of each year. These hours do not roll over to the following year.

9.8.4 The minimum amount of sick leave that can be requested is 0.25 hours.

9.8.5 Sick leave usage:

  9.8.5.1 Sick leave may be used for an illness or injury of the employee.

  9.8.5.2 Up to 48 hours per year of sick leave may be used to attend to an illness or injury of the employee’s immediate family member, i.e., child(ren), adopted child(ren), stepchild(ren), parent, stepparent, spouse, or domestic partner in accordance with California Government Code Section 233.

  9.8.5.3 Sick leave may be used for medical and dental appointments.

9.8.6 Sick Leave reporting:

  9.8.6.1 Employees are required to notify the Person-In-Charge of an unscheduled absence due to illness or injury before their scheduled start time in accordance with defined procedures.

  9.8.6.2 Notification Procedure: Staff must email the Person-In-Charge (PIC) at pic@altadenalibrary.org to notify the District of their absence. Medical information should not be divulged in this communication consistent with the Privacy Rule within the Health Insurance Portability and Accountability Act of 1996 (HIPPA).
9.8.6.2 If the employee is ill more than one day, the employee must email the pic@altadenalibrary.org daily until they return to work. If the employee is unable to email the PIC email, they may designate another party to notify the District of their absence.

9.8.6.3 If an employee is ill for more than three (3) consecutively scheduled workdays, a medical release from a physician is required to return to work to prevent spread of symptoms or abuse of sick leave. A note is required if modified work is needed, including the restrictions necessary for the restricted duty.

9.8.7.4 An employee must provide advanced notification to their manager of an anticipated extended absence due to their own illness or to care for a family member or designated person as defined in the CFRA.

9.8.8 Sick leave may be used for illness occurring while on vacation provided the employee provides a physician’s certification of such illness. The District shall be under no obligation to approve the vacation beyond the originally scheduled vacation termination date.

9.8.9 Employees may be required to provide proof of illness when sick leave is requested before or after a scheduled holiday or vacation. If proof of illness is not provided, the employee may be required to take unpaid leave for the sick leave requested.

9.9 Pay in Lieu of Sick Leave. No employee will receive pay in lieu of sick leave under any circumstances, and employees will not receive pay for unused sick leave on termination of employment.

9.10 Enforced Sick Leave. Many common diseases/illnesses such as colds and the flu are communicable and are not otherwise protected medical or physical conditions under the law. Employees are encouraged to exercise discretion in determining if their condition is likely to affect the health of those around them in the workplace and call in sick when appropriate; accommodations to cover pending work will be made when needed. If a Manager reasonably suspects based on objective criteria that an employee may be suffering from one of these common conditions, a Manager may require an employee to go home if in the Manager's opinion the individual is not only jeopardizing the individual's health, but also greatly increasing the possibility of affecting the health of
other employees. Such absence will be charged against accrued sick leave, if available; if not, it may be charged to vacation leave or leave of absence without pay.

9.11 Sick Leave Incentive. On December 1 of each year, employees may elect to convert 40 hours of sick leave to vacation leave provided they maintain an accrued sick leave balance of 140 hours or more.

9.12 Bereavement Leave.
9.12.1 The District provides full-time and part-time employees three (3) paid days of bereavement leave in the event of the death of a child, spouse, registered domestic partner, or other immediate family members (including parents, stepparents, brothers, sisters, in-laws, grandparents or grandchildren). If additional leave is needed, employees can make arrangements with their manager.

9.12.2 To be eligible for bereavement leave, an employee must have been employed for at least 30 days before taking the leave. This leave does not have to be taken consecutively but must be used within three months after the death of the person for whom the leave is being taken, as per California Assembly Bill 1949.

9.12.3 Effective January 1, 2023, employees are guaranteed five (5) days of bereavement leave based on California Assembly Bill 1949. If employees choose to take the two additional days of bereavement leave, they will be required to use vacation leave for this additional time off.

9.13 Jury Duty Leave. Employees who are called for jury duty, or any related judicial proceedings, are required to provide immediate notice of any need for such leave to their manager and administration.

9.13.1 For all full-time employees, this leave will be paid for up to ten (10) reporting days, compensation received as witness fees or jury duty pay received from the court should be returned to the court.

9.13.2 Employees that serve four (4) or less reporting hours of jury duty must report to work to complete the remainder of their eight (8) hour work shift or take leave to cover the rest of their work shift. This can include their drive time to the library.

9.13.3 Employees that serve more than a week of jury duty are also required to send their manager a weekly summary of the hours they worked each day in service to the jury.

9.13.4 Upon completion of jury duty, the employee is responsible for providing a copy of the "Certification of Jury Service" to administration.
9.14 Voting Leave. The District provides all employees up to two (2) hours paid time off to vote in a statewide primary or general election if the election is held on an employee’s regularly scheduled workday and/or employee does not have time to vote outside of working hours. Any additional time off shall be without pay.

9.14.1 The Manager must be notified two (2) days in advance when an employee intends to take voting time off. Such time should occur at the beginning or end of the employee’s regular work shift, unless otherwise approved by the Manager.

9.15 Paid Family Leave.

9.15.1 Eligibility. Employees are eligible for Paid Family Leave (PFL) immediately upon employment and upon the need for leave to care for a seriously ill family member who is unable to care for themselves or to bond with a new child.

9.15.1.1 This benefit runs concurrently with family care but not pregnancy disability leave. (Pregnancy disability is covered under SDI not PFL). PFL does not change either law in any way and is completely separate from them. Instead, PFL provides a paid benefit to employees who suffer a wage loss when they take time off work to care for an eligible family member, or to bond with a new child.

9.15.2 Ineligibility. Employees are ineligible to receive Paid Family Leave while receiving State Disability Insurance (SDI), Unemployment Insurance, or Workers’ Compensation benefits.

9.15.2.1 Employees are not eligible for Paid Family Leave for any day that another family member is able and available for the same period of time to provide care to the individual that created a need for PFL.

9.15.3 Permissible Uses of Paid Family Leave. Paid Family Leave may be requested to (1) care for a seriously ill child, spouse or domestic partner, parent, parent-in-law, grandparent, grandchild, sibling; (2) bond with a new child; (3) bond with a minor child in connection with the adoption or foster care placement of that child.

9.15.4 Amount of Leave. An employee may receive up to six (6) weeks of paid leave that may be paid over a 12-month period.
9.15.5 Effect on Benefits. During an employee’s Paid Family Leave, any continuation of District benefits and insurance shall exist only to the extent the employee is eligible and covered under another applicable law or District policy.

9.15.6 Procedure for Requesting Paid Family Leave:

9.15.6.1 Notice Requirements. Employees should notify the District of their request for PFL leave as soon as they are aware of the need for such leave. The employee is required to complete a claim form with California’s Employment Development Department (EDD). PFL requires a seven (7)-day waiting period and the District requires employees to take up to two weeks of paid vacation from the employee’s available vacation accrued balance before becoming eligible for benefits.

9.15.6.2 Medical Certification. The EDD requires medical certification upon notification of the need for PFL. Please see the EDD’s claim form for further information.

9.15.7 Effect on Reinstatement. Paid Family Leave does not create reinstatement rights for employees. Employees returning from PFL are not entitled to reinstatement to the same or comparable position unless the right exists under another applicable law or District policy.

9.16 Leave for Organ and Marrow Donation. An employee who serves as an organ donor for the purpose of transplantation shall receive up to 30 business days of paid leave per year for an organ donation in any one-year period, and up to five business days of paid leave per year for a bone marrow donation. Leave may be taken in one or more periods.

9.16.1 An employee seeking leave under this law must provide written verification to the District that he or she is an organ or bone marrow donor and that there is a medical necessity for the organ or bone marrow donation. The leave will not be considered a break in continuous service for purposes of salary adjustments, sick leave or vacation, or seniority. Further, leave taken does not run concurrently with leave under the Family Medical Leave Act or California Family Rights Act.

9.16.2 The District requires that an employee take up to five days of accrued sick or vacation leave for bone marrow donations and up to two weeks of earned and unused sick or vacation leave for organ donations.
9.16.3 An employee returning from organ or bone marrow donation leave will be restored to the same or equivalent position held when leave began.

9.17 Catastrophic Leave. Catastrophic Leave will be considered on a case-by-case basis to assist employees who have exhausted their leave due to a serious or catastrophic illness, injury or condition of the employee or their extended family. With approval of the District Director, other employees will be allowed to make grants of time to that employee so that they can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.
PERSONNEL POLICY X

UNPAID LEAVES OF ABSENCE

10.1 Policy. The Altadena Library District provides family-care and medical leave in accordance with the federal Family and Medical Leave Act (coordinated with the California Family Rights Act); pregnancy disability leave; disability leave for a workplace injury or as required to reasonably accommodate employees with a qualified disability; Paid Family leave; Family Military leave, and leave for other legally required absences as set forth below. Employees having any questions regarding this policy should contact the Administrative Services Manager/Administration.

10.1.1 The District requires employees to exhaust accrued sick, vacation, management leave, and / or any other earned paid time off leave until 40 hours of cumulative leave (or less) remains for their future use.

10.1 If the leave extends beyond the covered and eligible CFRA leave (12 weeks), the employee will be responsible for the full cost of the employee’s group health coverage, and will be required to reimburse the District for the full cost of plan premiums each month beyond the 12 weeks.
If, after 12 weeks, the employee fails to reimburse the District for their benefit premiums while on leave, the employee will be offered COBRA continuation coverage.

If the employee fails to return from the leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond the employee's control, the District can recover any health premiums paid by the District on the employee’s behalf during any unpaid periods of the leave and outside of the covered CFRA leave.

California New Parent Leave Act.

Eligibility. To be eligible for new parent leave, an employee must (1) have worked for the Altadena Library District for at least twelve (12) months prior to the date on which the leave is to commence; and (2) have worked at least 1,250 hours in the twelve (12) months preceding the leave; and who work at a worksite that has at least 20 employees within 75 miles.

Use of New Parent Leave. The District will provide 12 weeks of unpaid parental leave upon the request of eligible employees to bond with a new child within one year of the child's birth, adoption or foster care placement.

Where both parents entitled to leave under the act are both employed by the District, they are entitled to a combined total of 12 weeks of unpaid parental leave. The District may, but is not required, to grant simultaneous leave to both employees.

Employees may utilize any type of accrued paid time off benefits, during the parental leave.

Effect on Benefits. An employee taking new parent leave will be allowed to continue participating in the District’s group health plans, retirement plans and other benefit programs (except as set forth herein), in which an employee was enrolled prior to the first day of the leave, up to a maximum of twelve (12) work weeks, and at the level and under the conditions of coverage as if an employee had continued in employment for the duration of such leave. During an employee’s new parent leave, the Altadena Library District shall continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins.
ALTADENA LIBRARY DISTRICT | POLICY AND PROCEDURE MANUAL

SUBJECT: Administration of the Personnel System

SECTION: Personnel

BOARD APPROVED: November 23, 2020

40.2.3-10.7.3.1 The employee is responsible for paying the District for the employee’s portion of benefit plans and programs. The employee is also responsible prior to the start of any leave for making arrangements for submitting payment to the District when payroll deductions are not possible. Employees should contact Administration/the Manager for more information.

40.2.3-210.7.3.2 If the employee fails to return from the leave and the failure to return is not due to the continuation, recurrence or onset of a serious health condition, or other circumstances beyond the control of the employee, the Altadena Library District can recover any health premiums paid by the Altadena Library District on the employee’s behalf during any unpaid periods of the leave.

40.2.410.7.4 Vacation. No vacation accrues during an unpaid leave of absence (unless substituted paid leave is used) or while collecting non-District paid wage replacement. Vacation accruals recommence when the employee returns to work.

40.2.510.7.5 Effect on Reinstatement. Employees returning from new parent leave are entitled to reinstatement to the same or comparable position consistent with applicable law.

40.2.610.7.6 No Retaliation/Discrimination. The District will not retaliate and/or discriminate against an individual for taking parental leave, or interfering with, restraining or denying an employee’s right to leave under the act.

40.310.8 Pregnancy-Related Disability Leave or Transfer

40.3.110.8.1 Eligibility and Duration. Any employee who is disabled due to pregnancy, childbirth or related conditions may take up to four (4) months of pregnancy-related disability leave for prenatal care, postnatal care, loss of pregnancy, childbirth, and after pregnancy care; for each pregnancy.

40.3.210.8.2 Temporary Transfer before Childbirth. Any employee affected by pregnancy is entitled to transfer temporarily to a less strenuous or hazardous position or to less strenuous or hazardous duties if the transfer is medically necessary and the transfer can be reasonably accommodated.

40.3.310.8.3 Substitution of Paid Leave for Pregnancy-Related Disability Leave. An employee taking pregnancy-related disability leave must substitute any available sick pay for her/their leave and may, at her/their option, substitute any available accrued vacation time for her/their leave. The substitution of paid leave for
pregnancy-related disability leave
does not extend the total duration of the leave to which an employee is entitled. Employees will not be paid sick leave while collecting non-District-paid wage replacement.

40.3.410.8.4 Effect on Benefits Employees on a pregnancy disability leave shall maintain health insurance benefits up to four months, as long as they are medically disabled.

40.3.4.110.8.4.1 An employee taking pregnancy disability leave will be allowed to continue participating in the District’s group health plans, retirement plans and other benefit programs (except as set forth herein), in which she they was were enrolled prior to the first day of the leave, up to a maximum of four months and at the level and under the conditions of coverage as if she they had continued in employment for the duration of such leave. During an employee’s pregnancy disability leave, the Altadena Library District shall continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins.

40.3.4.210.8.4.2 The employee is responsible for paying the District for the employee’s portion of benefit plans and programs. The employee is also responsible prior to the start of any leave for making arrangements for submitting payment to the District when payroll deductions are not possible. Employees should contact Administration/the Manager for more information.

40.3.4.310.8.4.3 Once pregnancy disability ends, if the employee requests and is eligible for CFRA leave, benefits will continue for up to 12 additional weeks while the employee is on a CFRA leave. If, after the disability period (and applicable CFRA leave) ends, the employee fails to reimburse the District for their benefit premiums while on leave, the employee will then be offered COBRA continuation coverage.

40.3.4.410.8.4.4 No vacation or sick leave accrues during an unpaid leave of absence (unless substituted paid leave is used) or while collecting non-District paid wage replacement. Vacation accruals recommence when the employee returns to work.

40.3.510.8.5 Wage Replacement while on Pregnancy Disability Leave. California State Disability Insurance (SDI) provides partial wage-replacement for California workers out of work due to a non-industrial injury, illness, or pregnancy related condition. The SDI programs are state-mandated, and funded through employee
payroll deductions.
40.3.5.10.8.5.1 SDI benefits can be paid only after you an employee meets all of the following requirements:

- You must be unable to do your regular or customary work for at least eight consecutive days.
- You must be employed at the time you become disabled.
- You must have lost wages because of your disability.
- You must have earned at least $300 from which SDI deductions were withheld during a previous period.
- You must be under the care and treatment of a licensed doctor or accredited religious practitioner during the first eight days of your disability. (The beginning date of a claim can be adjusted to meet this requirement.)
- You must remain under care and treatment to continue receiving benefits.
- You must complete and mail a claim form, directly with the state Employment Development Department (EDD), within 49 days of the date you became disabled or you may lose benefits.
- Your doctor must complete the medical certification of your disability.

40.3.610.8.6 Procedure for Requesting Pregnancy Disability Leave.

40.3.6.10.8.6.1 Notice Requirements. Employees should notify the Altadena Library District of their request for pregnancy disability leave as soon as they are aware of the need for such leave. For foreseeable events, if possible, the employee must provide thirty (30) calendar days' advance notice to the Altadena Library District of the need for pregnancy disability leave. For events that are unforeseeable thirty (30) days in advance, but are not emergencies, the employee must notify the Altadena Library District as soon as they learn of the need for the leave, ordinarily no later than one to two working days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be requested to reschedule the treatment so as to minimize disruption of the Altadena Library District's business.

10.3.6.1.1 If an employee fails to provide the requisite thirty (30)-day advance notice for foreseeable events without any reasonable excuse for the delay, the Altadena Library District reserves the right to delay the taking of the leave until at least thirty (30) days after the date the employee provides notice of the need for pregnancy disability leave.
10.3.6.1.2 All requests for pregnancy disability leave should include the anticipated date(s) and duration of the leave. Any requests for extensions of a pregnancy disability leave must be received at least five (5) working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the pregnancy disability leave.

40.3.6.2 Medical Certification. Any request for pregnancy disability leave must be supported by medical certification from a health-care provider. For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within fifteen (15) calendar days after the Altadena Library District's request for certification unless it is not practicable under the circumstances to do so. Failure to provide the required medical certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required medical certification within fifteen (15) days of being requested to do so may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by an updated medical certification.

10.3.6.2.1 The medical certification for pregnancy disability leave shall include (a) the date on which the leave will commence; (b) the probable duration of the leave; and (c) in the case of intermittent or reduced-schedule leave, a statement that, due to the serious health condition, the employee is unable to perform the functions of her their position, the probable duration of such a schedule.

10.3.6.2.2 Medical certifications for any medically-related leave must either be provided in person to the Manager or faxed to the Manager at (626) 798.0425. If faxed (either by the employee or the Dr.'s office), it is the responsibility of the employee to verify receipt that the Dr.'s Certification has been received.

40.3.7 Effect on Reinstatement. Employees returning from pregnancy disability leave are entitled to reinstatement to the same or comparable position consistent with applicable law. Employees will be provided written notice of reinstatement prior to or upon commencement of their leave.
40.3.7.110.8.7.1  The Altadena Library District retains the right to deny reinstatement to an employee who would not otherwise have been employed in his/her position at the time reinstatement is requested for legitimate business reasons unrelated to the employee taking pregnancy disability leave or transfer (such as a layoff due to a plant closure); or whose reinstatement would cause substantial and grievous economic injury to the District’s operation. Should an employee’s position be eliminated while on leave, the District will provide written notice to the employee of available and comparable positions within 60 days of the employee’s scheduled date of reinstatement.

40.3.7.210.8.7.2  Before permitting employees to return to work, the Altadena Library District also may require employees to provide medical certification that they are able to return to work.

40.3.810.8.8  Other Terms and Conditions of Leave. The provisions of the Altadena Library District’s Family-Care and Medical-Leave policy regarding the leave’s effect on pay, notice requirements, medical certification requirements and reinstatement also apply to all pregnancy-related disability leaves. However, for pregnancy-related disabilities, there is no process for obtaining more than one medical opinion, and there is no reinstatement exception for key employees. For the purpose of applying those provisions, an employee’s pregnancy-related disability is considered to be a serious health condition.

40.3.910.8.9  Nursing Mothers at Work. The Altadena Library District will reasonably accommodate employees who wish to express breast milk at work. Employees who need to express breast milk at work should use their provided break time(s). If additional time beyond the normal paid rest break is needed, the time will be provided but will be unpaid/ and will be paid up to an additional 5 minutes. Employees may choose to use their meal period to express breast milk as well.

40.3.9.110.8.9.1  The District provides the use of a private place to express breast milk. Employees should please see their Manager to make appropriate arrangements.

40.410.9  Workers’ Compensation Disability Leave.

40.4.110.9.1  Eligibility and Duration. An employee is eligible for a workers’ compensation disability leave if an employee sustains an injury or illness that results in lost work time and the injury/illness is deemed to be job-related, arising out of employment and occurs in the course of employment.
40.4.210.9.2 Notification. To ensure that you an employee receives any workers’ compensation benefits to which you they may be entitled, you they are required to do the following if you they sustain a work-related injury or illness:

- Immediately report any work-related injury or illness to your their Manager.
- Complete a written Employee’s Claim Form (DWC Form 1) and return it to the Manager.

40.4.310.9.3 Effect on Benefits. An employee on a workers’ compensation disability leave will be allowed to continue participating in the District’s group health plans, retirement plans and other benefit programs, (except as set forth herein), in which an employee was enrolled prior to the first day of the leave, up to a maximum of four (4)(3) months, and at the level and under the conditions of coverage as if an employee had continued in employment for the duration of such leave. During an employee’s workers’ compensation disability leave, the Altadena Library District shall continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins.

40.4.3.110.9.3.1 The employee is responsible for paying the District for the employee’s portion of benefit plans and programs. The employee is also responsible prior to the start of any leave for making arrangements for submitting payment to the District when payroll deduction is not possible. If prior arrangement is not possible, the employee should make payment arrangement as soon as it is feasible to do so. Employees should contact Administration the Manager for more information.

40.4.3.210.9.3.2 If the leave extends beyond four (4) months, the employee will be responsible for the full cost of the employee’s group health coverage, and will be required to reimburse the District for the full cost of plan premiums each month beyond the four (4) months.

40.4.3.310.9.3.3 If, after the four (4) month period, the employee fails to reimburse the District for their benefit premiums while on leave, the employee will be offered COBRA continuation coverage.

40.4.3.410.9.3.4 If the employee fails to return from the leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond the employee’s control, the Altadena Library District can recover any health premiums paid by
the Altadena Library District on the employee’s behalf during any unpaid periods of the leave.
10.4.3.510.9.3.5 No vacation or sick leave accrues during an unpaid leave of absence (unless substituted paid leave is used) or while collecting non-District paid wage replacement. Vacation accruals recommence when the employee returns to work. Employees will not be paid sick leave while collecting non-District-paid wage replacement.

10.4.410.9.4 Effect on Reinstatement. Employees returning from workers' compensation disability leave are entitled to reinstatement to the same or comparable position consistent with applicable law and subject to any applicable defense (including but not limited to, business hardship). Additional rights to reinstatement may exist if the employee is a qualified person with a disability under the Americans with Disabilities Act (ADA) or California's Fair Employment and Housing Act (FEHA) and the employee can perform the "essential functions" of a position with or without "reasonable accommodation," unless that reinstatement would cause "undue hardship" or constitute a "direct threat" to the health and safety of coworkers or the employer.

10.4.4.110.9.4.1 Before permitting employees to return to work, the Altadena Library District also may require employees to provide medical certification that they are able to return to work.

10.4.510.9.5 Other Terms and Conditions of Leave. Employees who are injured in a work-related incident will be referred to the Altadena Library District's medical clinic for medical treatment for up to thirty (30) days, unless prior to a work-related injury, the Altadena Library District has received from the employee a written notice that the employee wishes to be treated by their own physician. In all cases, employees may seek treatment from their own physician after thirty (30) days, should they so desire.

10.4.5.110.9.5.1 If the employee has pre-designated a physician for work-related injuries/illnesses, the employee must provide the Altadena Library District with certification from his/her health care provider regarding the need for workers' compensation disability leave, as well as a return-to-work certification upon the employee's eventual return from the leave.

10.4.6210.9.5.2 The law requires the Altadena Library District to notify the workers' compensation insurance carrier of any concerns of false or fraudulent claims. Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. A violation of
this law is punishable by imprisonment for one to five years, or by a fine not exceeding $50,000
or double the value of the fraud, whichever is greater, or both. Additional civil penalties may also apply.

40.510.10 Other Disability Leaves.

40.5-110.10.1 In addition to medical, pregnancy-related disability, and workplace injury leaves described above, employees may take a temporary unpaid disability leave of absence if necessary to reasonably accommodate an ADA-qualified disability.

40.5-210.10.2 Employees taking disability leave must comply with the family-care and medical leave provisions regarding substitution of paid leaves, notice and medical certification. For the purpose of applying these provisions, a disability leave will be considered to be medical leave.

40.5-310.10.3 The duration of a leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of their position, with or without reasonable accommodation. For a full explanation of leave duration and reinstatement rights, employees should contact Administrationthe Manager.

40.610.11 Family Military Leave. Qualified employees (those working at least 20 hours a week providing services for hire, but not independent contractors) are allowed up to 10 days of unpaid leave if the employee’s spouse or domestic partner is a “qualified member” on leave from deployment.

40.6-110.11.1 This leave does not bar a qualified employee from taking any other leave that the employee would otherwise be entitled to take, and an employer may not retaliate against a qualified employee for taking this leave.

40.6-210.11.2 A “qualified member” is a person who is a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or a member of the National Guard or Reserves who has been deployed during a period of military conflict. The leave must take place during a period in which the qualified member is on leave from deployment. The qualified employee must submit written documentation to the employer certifying that the qualified member will be on leave from deployment during the time the leave provided for is requested.

40.710.12 Civil Air Patrol Leave. Employees who are voluntary members of the California Wing Personnel Policy Section X – Unpaid Leaves of Absence
of the Civil Air Patrol are qualified for up to 10 days unpaid leave per year to respond to
emergency operational missions. To qualify for this leave, the employee must have been employed at least 90 days immediately preceding the beginning of the leave. The employee is required to give the District advance notice (as possible) of intended leave dates.

10.7.110.12.1 Upon expiration of the leave, the employee will be restored to his/her position or a position of equivalent seniority, benefits, pay and other terms and conditions of employment, unless the employee is not restored due to conditions unrelated to the exercise of the leave rights.

10.8.10.13 Crime Victim Leave.

40.8.110.13.1 Crime Victim Defined. A crime victim is defined as any person "who suffers direct or threatened physical, psychological, or financial harm as a result of the commission or attempted commission of a crime or a delinquent act," and a victim also includes the person's "spouse, parent, child, sibling or guardian."

40.8.210.13.2 Eligibility. Employees who are victims of a crime can take time off to deal with the issues arising as a result of the crime, including time off for medical or psychological treatment, including safety planning.

40.8.310.13.3 Permissible Uses of Leave.

- Leave for employees who are victims of a violent or serious felony, or a felony involving theft or embezzlement, or to attend judicial proceedings related to the crime. (Also applies if the victim is a member of the employee’s immediate family or is the employee’s registered domestic partner or partner’s child).
- Leave for victims of a hate crime.
- Leave for a domestic violence, sexual assault victim and/or stalking victims.

40.8.410.13.4 Notice Requirements. Employees should notify the Altadena Library District of their request for time off for a crime, domestic violence, sexual assault and/or stalking occurrence as soon as they are aware of the need for such leave. The District reserves the right to requests documentation certifying the unscheduled absence by a licensed medical professional, domestic violence counselor or advocate. Employees seeking such accommodation will, at the District’s request, be required to submit a written statement signed by the employee or an individual acting on the employee’s behalf certifying the accommodation is related to the employee’s status as a victim of domestic violence, sexual assault or stalking.
40.910.14 Family-School Partnership Act. Employees who are parents, step-parent, foster
parent, or person who stands in loco parentis to a child, guardians, or grandparents in
custody of a child enrolled in a California public or private school (kindergarten through
twelfth grade) or licensed child day care facility may take off up to forty (40) hours each
year (up to eight hours in any calendar month) to participate in activities at child's school
or day care facility. Additionally, this leave also provides an employee time off from work to
(1) find, enroll, or reenroll their child in a school or with a licensed child-care
provider (not only licensed child day-care facilities), and (2) to address a child-
care provider or school emergency. Part-time employees are allowed a
proportionate number of hours of up to twenty (20) hours a year (up to four (4) hours in
any calendar month).

40.9-10.14.1 Employees can use vacation, personal leave, or time off without pay
(non-exempt) to account for the time needed to participate in a school or childcare
activity. Time off without pay is permitted with approval by the employee's Manager.

40.9-11.14.2 Employees must inform their Manager at least one (1) week in advance
of the intent to take time off work to participate in activities at your child's school or
childcare facility. If advance notice is not reasonably possible, notify your Manager
as soon as possible. Each employee may be required to provide written proof of
having participated at your child's school or childcare facility.

40.4010.15 Legally Required Non-Medical Leaves of Absence. Employees will be granted a
leave of absence as required by law for the purpose of fulfilling any required legal,
military obligation, or emergency rescue training including:

- Appearance as a witness in a legal proceeding
- School visits for a suspended child
- Military-reserve duty or National Guard
- Performance of emergency duty by a volunteer firefighter, reserve peace officers, and
  emergency rescue or health care personnel
- Volunteer civil service leave

40.110.16 Leave of Absence without Pay.

40.11.10.16.1 The Director, upon the recommendation of the supervisor/manager,
may grant a leave of absence without pay to regular full-time and regular part-
time employees not to exceed 12 weeks.

10.16.2 Written Request. Leave of absence without pay will only be considered upon
written request of the employee setting forth the reason for the request.
10.16.3 The District requires employees to exhaust accrued sick, vacation, management leave, and/or any other earned paid time off leave until 40 hours of cumulative leave (or less) remains for their future use.  
10.1.1
40.1.210.1.1 Effect on Reinstatement. Upon conclusion of a leave of absence without pay, the employee is entitled to return to his or her former position or a comparable position unless: (1) the position has ceased to exist for a legitimate business reason; (2) the position could not be kept open or filled by a temporary employee without substantially undermining the District's ability to operate safely and efficiently, in which case, the District shall provide notice to the employee of the situation as soon as possible and where appropriate give the employee the option of returning to that position; (3) the employee has directly or indirectly indicated an intention not to return to the position; (4) the leave of absence expires and the employee does not contact his/her supervisor-manager concerning a date to return to work, the employee will be considered to have voluntarily terminated employment; (5) the employee is no longer able to perform the essential functions of the job with or without reasonable accommodation; or (6) the employee is no longer qualified for the job.

10.11.5 Paid Leave Not Earned. Vacation, personal holiday and sick leave will not be earned during the leave, and holidays with pay will not be given.

10.11.6 Health Insurance. District contributions to monthly premium cost of health insurance will be suspended after one (1) calendar month. After one (1) month the employee must make arrangements with the Administrative Services Manager/Administration to continue to pay their his or her normal monthly premium cost for insurance under COBRA provisions or lose coverage.
PERSONNEL POLICY XI

EMPLOYEE BENEFITS

11.1 Notification of Life Changing Events. The Administrative-Services-Manager is responsible for maintaining complete and up-to-date employment records for all current employees. Employees are responsible to notify the Manager within thirty (30) days of the occurrence of any "life changing event," as the event may impact insurance coverage and eligibility. These events consist of:

- Change in your marital status (such as marriage, divorce, annulment or legal separation)
- Termination of your spouse's or registered domestic partner's full-time employment
- Loss of your spouse's or registered domestic partner's coverage under another employer's benefits plan (allows an employee to change only the coverage lost, e.g., medical, dental)
- A change in your family status, such as gaining or losing an eligible dependent
- Spouse or registered domestic partner gaining benefits through a new employer or first offer of benefits through spouse's or registered domestic partner's current employer (open enrollment periods excluded)
- Employees should also promptly notify the Manager of any changes in their name, home address, telephone number, and insurance or retirement plan beneficiaries.

11.1 Retirement. All full-time and eligible employees are covered by the District for retirement benefits under the California Public Employees' Retirement System (CalPERS) on the first day of employment unless appointed to a position that is excluded by contract. Benefits will be provided in accordance with the contract between CalPERS and the District. The District and any eligible employees will pay contributions according to the annual valuations established by CalPERS.

11.2 Medical Benefits. The District contracts with CalPERS for medical benefits. The District will share the cost of the employee's medical coverage on a pre-determined basis, subject to annual review and possible adjustment.

11.2.1 After termination from employment with the District, employees and their eligible dependents may continue temporary insurance coverage at their own expense under the federal statute commonly called COBRA.

11.3 Dental Insurance. All full-time regular and eligible employees with a prior agreement with the District are entitled to enroll in the dental insurance plan offered by the
District. The District’s contribution to the cost of the employee shall be 100% for
individual employee coverage. Typically the carrier has a 30-day waiting period from the 1st of the month after date of hire.

11.4 Vision Care Insurance. All full-time regular and eligible employees with a prior agreement with the District are entitled to enroll in the vision insurance plan offered by the District. The District's contribution to the employee shall be 100% for individual employee coverage. Typically the carrier has a 30-day waiting period from the 1st of the month after date of hire.

411.5 Wellness Stipend. At the beginning of the fiscal year, all full-time and part-time employees will receive a wellness stipend in their first full paycheck of that fiscal year. The amount will be determined during the budget preparation process each year. Only employees employed at the beginning of the fiscal year are eligible for this benefit.

411.6 Life Insurance. All full-time regular employees will receive a $15,000 life insurance benefit. All employees shall be offered the option of subscribing to additional life insurance coverage at their expense.

411.7 State Disability Insurance. The District will enroll all employees in the employee-funded State Disability Insurance (SDI) Program. SDI benefits are determined by the State of California Employment Development Department. SDI benefits can be used concurrently with employee's available sick leave while out on disability.

11.8 Worker’s Compensation. The District provides workers compensation coverage benefits as required by law.

11.9 Bilingual Pay. The District provides additional compensation to employees that use additional language(s) in the course of their work. Eligibility will be determined at the beginning of each fiscal year, or when a newly hired employee qualifies for this compensation. The amount will be determined during the budget preparation process each year.

411.10 Continuing Education Policy. The Altadena Library District encourages its employees to enhance their knowledge and further their careers by continuing their education.

411.10.1 Purpose. The purpose of this Policy is to ensure that employees wishing to improve their work and career-related knowledge, skills, and abilities have a procedure for requesting educational assistance. In order to uniformly administer this program, guidelines have been developed for
11.10.2 Eligible Employees. All employees with satisfactory work performance will be eligible for tuition reimbursement. All employees who are new hires must have satisfactorily completed their introductory period before submitting an application.

41.8.211.10.3 Tuition Reimbursement Application. A Tuition Reimbursement Application must be submitted to an employee’s manager ahead of coursework commencing. The manager must sign off on the request and submit to the District Director for approval.

41.8.311.10.4 Eligible Coursework. Coursework must be from an accredited 2 year or 4 year college or university, a technical school, an adult education program, or a university extension program. For coursework to be eligible for reimbursement:

- It must relate specifically to the current employee's job duties or assist employees to prepare for promotional and/or transfer opportunities within the District or a related agency.

- The employee must receive a passing grade of "B" or better.
Reimbursement. The maximum amount that an employee may be reimbursed per calendar year is as follows:

- $2,000 per year for full-time employees
- $1,000 per year for part-time employees
- Reimbursement will not be made for expenses for which the employee receives payment from other sources (for example scholarships, grants).
- After the coursework is completed, the employee must submit an Expense Reimbursement Form to their Department Manager for signature and processing in the Administration/Finance Department and attach the following:
  - Approved Tuition Reimbursement Application
  - Coursework documentation
  - Receipts
  - Evidence of a passing grade (B or better)
- Eligible Costs:
  - Tuition
  - Books required for the course
  - Other mandatory course materials and fees
- Ineligible Costs:
  - Tools or supplies
  - Meals, lodging, or transportation
  - Parking fees

Repayment of Reimbursement. If an employee terminates employment with the District within one year after receiving tuition reimbursement, he/she shall be liable for repayment of the reimbursement. Upon termination, the entire amount of repayment will be deducted from the final paycheck. If a balance exists after the final paycheck, the employee shall reimburse the District from personal funds.

Membership in Employee Organizations. Employees may join employee organizations of their own choice. Employees also have the right to refuse to join or participate in the activities of employee organizations.

Each employee has the right to represent himself/herself individually in his employment relations with the District.

Employees shall not be discriminated against, granted preferential treatment, or have equitable treatment withheld because of either
membership or non-membership in an employee organization.
PERSONNEL POLICY XII

STANDARDS OF CONDUCT

Workplace Rules and Procedures

12.1 Policy. Employees are expected to observe certain standards of job performance and professional conduct. When performance or conduct does not meet District standards, the Altadena-Library District will endeavor when it deems appropriate to provide the employee a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, they may be subject to discipline including termination.

12.1.1 The rules set forth below are intended to provide employees with fair notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of the Altadena Library District, other employees or customers may also result in disciplinary action. Nothing in these rules is intended to modify the at-will nature of your employment with the District.

12.2 Job Performance. Employees may be disciplined for poor job performance, including but not limited to the following:

- Unsatisfactory work quality or quantity;
- Poor internal or external customer service;
- Excessive absenteeism, tardiness, or abuse of Sick Leave or break and lunch privileges;
- Failure to follow instructions or District procedures; or
- Failure to follow established safety regulations.

12.3 Misconduct. Employees may be disciplined for misconduct, including but not limited to the following:

- Insubordination;
- Dishonesty;
- Theft;
- Disgrace;
- Misusing or destroying District property or the property of another on District premises;
- Violating conflict-of-interest rules;
• Disclosing or using confidential or proprietary information without authorization;
• Falsifying or altering District records, including the application for employment;
• Interfering with the work performance of others;
• Altercations;
• Harassing, including sexually harassing, employees or customers;
• Being under the influence of, manufacturing, dispensing, distributing, using, or possessing alcohol or illegal or controlled substances on District property or while conducting District business;
• Gambling on District premises or while conducting District business;
• Sleeping on the job or leaving the job without authorization;
• Possessing a firearm or other dangerous weapon on District property or while conducting District business; or
• Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of the Altadena Library District, its employees, customers or property; or
• Failing to report to the Altadena Library District within three days any conviction under any felony drug statute.
• Defrauding the District by making a false claim for compensation, benefits, or reimbursements, including making a false Worker’s Compensation Claim against the District.
• Refusing to report on official call in an emergency.
• Working overtime without authorization.

12.4 Business and Ethical Code of Conduct. The Altadena Library District promotes a workforce in which employees conduct themselves and perform their duties with one another, business partners and customers, and others with whom they do business in a positive and professionally knowledgeable manner. The Altadena Library District employees are the face of the organization and, as a result, employee actions directly impact the Altadena Library District’s ability to fulfill its mission.

12.4.1 Intent. This policy is intended to focus Altadena Library District staff on their duties and responsibilities, provide guidance to help them recognize and deal with ethical issues, provide mechanisms to report unethical conduct, and to foster a culture of honesty and accountability. Every employee is expected to know and comply with both the letter and the spirit of this policy. Provisions contained herein should be read in conjunction with other Altadena Library District policies including Conflict of Interest, Rules of Conduct, Confidential Information and Non-Disclosure.

12.4.2 Code. The Altadena Library District’s Business and Ethical Code of Conduct require employees to maintain the following standards in dealing with staff,
business partners, customers and business associates. All Altadena Library District employees agree to:

- Always conduct themselves to the highest levels of ethics, integrity, accountability and responsibility. This includes demonstrating honesty, confidentiality, and professionalism in the workplace and when conducting any District-related business.
- Act in the Altadena Library District’s best interest in fulfilling its mission and take care to avoid the potential or appearance of conflict of interest. A conflict of interest is defined as any circumstance that impedes an employee’s ability to act with total objectivity with regard to Altadena Library District interest (See section 12.6).
- Comply with all laws and by-laws of the U.S. and State of California.
- Enhance diversity by supporting an environment that recognizes the value and worth of all individuals, treating others with respect and courtesy, and complying with the Altadena Library District’s zero tolerance policy for acts of harassment, discrimination and/or intimidation.

12.5 Reporting. No code or policy can anticipate every situation that might arise. Accordingly, this Code is intended to serve as a source of guiding principle for Altadena Library District’s staff. Employees are encouraged to bring questions about particular circumstances to their Manager, or to Administration for guidance or clarification and report any suspected wrongdoing, fraudulent, dishonest or improper conduct. Accordingly, any breach or violation of the Altadena Library District’s Rules of Conduct or Business and Ethical Code of Conduct should be reported immediately to the above individuals. The Altadena Library District will treat reports seriously, investigate as required and take appropriate action to maintain a workplace based on high standards of conduct.

12.6 Conflicts of Interest. Employees are expected to devote their best efforts and attention to the full-time performance of their jobs. They are expected to use good judgment, to adhere to high ethical standards and to avoid situations that create an actual or potential conflict between the employee’s personal interests and the interests of the Altadena Library District. A conflict of interest exists when the employee's loyalties or actions are divided between the Altadena Library District's interests and those of another, such as a competitor, supplier or customer. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure if a certain transaction, activity or relationship constitutes a conflict of interest should discuss it with their immediate Manager or the Administrative Services Manager/Administration for clarification. Any exceptions to this policy must be approved in writing by the Director.
12.6.1 While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts, from which employees should refrain, include the following:

- Accepting personal gifts or entertainment from competitors, customers, suppliers or potential suppliers in excess of $25 in value;
- Working for a competitor, supplier or customer;
- Engaging in self-employment in competition with the Altadena-Library District;
- Using proprietary or confidential District information for personal gain or to the Altadena-Library District’s detriment;
- Using District assets or labor for personal use;
- Committing the Altadena-Library District to give its financial or other support to any outside activity or organization.

12.6.2 If an employee or someone with whom an employee has a close relationship (a family member or close companion) has a financial or employment relationship with a competitor, customer, supplier or potential supplier, the employee must disclose this fact in writing to the Administrative Services Manager. Employees should be aware that if they enter into a personal relationship with a subordinate employee or with an employee of a competitor, supplier or customer, a conflict of interest may exist, which requires full disclosure to the Altadena-Library District.

12.6.3 Certain designated staff members will be required to complete and file a Form 700, or Statement of Economic Interest, with the Fair Political Practices Commission on an annual basis.

12.7 Security and Confidential Information. The security of employees, employee property, and District property is of vital importance to the Altadena-Library District. All employees share responsibility to ensure that proper security is maintained.

12.7.1 Proprietary and Confidential Information. Employees must not use or disclose any proprietary or confidential information they obtain during employment with the Altadena-Library District except as required by their jobs. This obligation remains even after an employee’s employment relationship with the Altadena-Library District ends. If an employee is in a position that gives them access to particularly sensitive information, the employee might be required to sign a written nondisclosure agreement. In addition, all employees must observe good security practices. They are expected to keep proprietary and confidential information secure from outside visitors and all other persons who do not have a legitimate reason to see or use such information.
12.7.2 District rules regarding document control, restricted access to areas of the facility and other such procedures must be strictly observed by each employee. Failure to adhere to District policies regarding proprietary and confidential information will be considered grounds for discipline including dismissal.

12.7.3 **Obligations on Termination.** On termination of employment, whether voluntary or involuntary, all District documents, whether in hard copy or electronic format, and other tangible District property in the employee’s possessions or control must be returned to the Altadena Library District.

12.8 **Injury and Illness Prevention.** The District is committed to providing and maintaining a healthy and safe work environment for all employees. The Facilities Manager will facilitate, in coordination with outside vendors when appropriate, periodic inspections to find and eliminate unsafe working conditions or practices and investigate occupational injuries and illnesses.

12.8.1 Each employee must immediately report any observed safety concerns or any accidents involving District-owned equipment or involving personnel on District time to Administration or the Person In Charge so that the District can take corrective action as soon as possible.

12.8.2 Any damage to District-owned property or any accident involving District personnel must be documented in an incident report and submitted to Administration.

12.8.3 Each employee is expected at all times to plan and carry out work assignments with regard to their own personal safety and the safety of others. Failure to report an accident may be grounds for disciplinary action, up to and including termination.

12.8.4 **Heat Illness Prevention.** The Altadena Library District follows a Heat Illness Prevention program. The program includes:

i. Training – For all affected employees and their Managers,

ii. Water – The District encourages each employee to drink at least one (1) quart of water per hour while working in high heat conditions.

iii. Recovery Period – The District allows and encourages outdoor employees to take a cool-down rest in the shade for a period of no less than five (5) minutes at a time when they feel the need to do so to protect themselves from overheating. Please do not wait until you feel sick to request this rest period.*

*A recovery period is paid and not included as a meal or rest period. Employees will receive an additional hour of pay at the employee’s regular rate of pay for each day that a recovery period is not provided.

12.8.5 Seating Provisions. All employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats. For employees whose work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area, which employees may use when it does not interfere with the performance of their duties.

12.8.6 Hazardous Chemicals and Your Right to Know. The Altadena Library District utilizes hazardous chemicals as part of the day-to-day operation of the District. It is our intention to disclose to the employee the chemicals that may be associated with the job.

12.9 Anti-Harassment Policy. The Altadena Library District is committed to providing a workplace free of sexual harassment based on race, color, creed, religion, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), national origin, ancestry, age, physical or mental disability, medical condition including genetic characteristics, or any information based on genetic background, family-care status, military and veteran status, citizenship status, immigration status, primary language, marital status, sexual orientation, gender identity or gender expression where a person’s gender-related appearance and behavior may not be stereotypically associated with the person’s assigned sex at birth, or any other consideration made unlawful by federal, state, or local laws. This also includes a perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

12.9.1 Harassment Defined. Harassment may take many forms. It need not be explicit, nor even specifically directed at the victim. Sexually harassing conduct can occur between people of the same or different gender. Harassment includes:

- Verbal Harassment, such as jokes, epithets, negative stereotyping, derogatory comments, or slurs;
- Physical Harassment, such as physical interference with normal work, impeding or blocking movement, assault or unwelcome physical contact;
• Visual Harassment, such as offensive or obscene photographs, calendars, posters, cards, cartoons, drawings, gestures, display of sexually suggestive or lewd objects, or unwelcome notes or letters; and
• Sexual Harassment, such as unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature, such as name calling, suggestive comments, or lewd talk and jokes.

12.9.2 Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment is carried out to sabotage, undermine, or interfere with an employee's work performance or creates an intimidating, hostile or offensive work environment. Sexually harassing conduct includes unwelcome conduct such as requests for sexual favors, conversation containing sexual comments and unwelcome sexual advances.

12.9.3 Sexually harassing conduct need not be motivated by sexual desire. Behavior is considered harassing conduct if motivated by:

a) Showing sexual intent or desire on the harasser’s part towards the victim;

b) Showing general hostility by the harasser towards a particular sex of which the victim is a member; or

c) Through comparative evidence about how the alleged harassment treated members of both sexes in a mixed-sex workplace.

12.9.4 Training. All District staff must attend a one-hour Sexual Harassment Prevention Training every two years as assigned by Administration. Managers will receive two hours of training every two years as assigned by Administration. Staff are may be required to attend additional anti-harrassment or other sensitivity trainings in regards to any protected class. ANTI-Harassment

12.9.5.4 Reporting. Any incident of harassment should be reported promptly to the employee’s Manager and the Administrative Services Manager/Administration, who are is responsible for investigating the matter. Managers who receive complaints or who observe harassing conduct must inform the Administrative Services Manager/Administration immediately. The Altadena Library District emphasizes that an employee is not required to complain first to their immediate Manager if that Manager is the individual
who is harassing the employee.

**42.9.512.9.6 Investigation.** Any and all complaints of harassment will be investigated thoroughly, promptly, without prejudice and in a manner as confidential as possible. Employees or volunteers who are witnesses to or are victims of harassment may be required to provide statements during administrative
investigations regarding their observations. After the investigation is completed, the District will take whatever corrective action is deemed appropriate. Disciplinary action for a violation of this policy can range from verbal or written warnings up to and including immediate termination depending upon the circumstances. With regard to acts of harassment by customers or vendors, corrective action will be taken after consultation with the appropriate management personnel.

42.9.612.9.7 Retaliation. Retaliation, including engaging in direct reprisals or encouraging others to do so, is strictly forbidden. No actions may be taken against any person who: (1) complies with, or encourages others to comply with, any provision of this policy; (2) files a complaint concerning any violation of this policy; (3) testifies, assists, or participates in any investigation or hearing resulting from a complaint under this policy; or (4) exercises or attempts to exercise any right conferred under this policy.

12.10 Policy Against Retaliation and Whistleblower Protection. In accordance with applicable law, the Altadena Library District prohibits retaliation against any employee, or employed family member, because of the employee's or employee's family member complaint of or opposition to a practice the employee reasonably believes to constitute unlawful business practices of any nature or because of the employee's participation in an employment investigation, proceeding or hearing. Any retaliatory adverse action because of such opposition or participation is unlawful and will not be tolerated. This policy also applies to contractors and agents of the District. Protection against whistleblowers also includes:

- Reporting or alleging a violation of a local/agency/state/federal rule or regulation
- Prohibition of retaliation against employees who report a violation to their employer
- An employee who discloses, or may disclose, information regarding alleged violations "to a person with authority over the employee or another employee who has authority to investigate, discover or correct the violation"
- An employee who opposes any of the forbidden employment practices or who has filed a complaint, testified, or assisted in connection with a complaint under that law, including request for reasonable or religious accommodation.
- Any employees who disclose, discuss, or inquire about their own or their co-workers' wages for the purpose of enforcing their rights.
- Prohibition of retaliation against an employee because the employer "believes the employee disclosed or may disclose information"

12.10.1 This policy includes protection for employees, contractors and agents who:
- Disclose the information/make the complaint as part of their job duties; or
- Report violations of local laws; and
- Provide information to public bodies.

12.10.2 A complaint about an employment practice constitutes protected opposition only if the employee communicates a reasonable good faith belief that the practice opposed constitutes an unlawful business practice. Opposition in a manner which disrupts the workplace, or which constitutes an unlawful activity, or engaging in badgering or threatening of employees or Managers is not protected.

12.10.3 As an employee, you Employees have a right to redress for prohibited retaliation. In order to secure this right, employees must provide a complaint, preferably in writing to their Manager or the Administrative-Services-Manager/Administration as soon as possible after any incident you they feel is prohibited retaliation. Administration will initiate an investigation of the allegations. This investigation will be completed and a determination regarding the retaliation alleged will be made and communicated to you the employee as soon as practical. Because of the seriousness of a complaint of unlawful retaliation, knowingly submitting or participating in a false, deceptive or bad faith complaint will not be tolerated and may lead to disciplinary action up to and including discharge.

12.10.4 If Administration determines that prohibited retaliation has occurred, the District will take remedial action commensurate with the severity of the offense. Action will also be taken to deter any future retaliation. Whatever action is taken will be made known to you the employee that who submitted the complaint.

12.10.5 The District encourages all employees to report any incidents of retaliation forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

12.11 Drug and Alcohol Policy. To avoid accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment and operations, the District has established this policy concerning the use of alcohol, marijuana, and drugs. As a condition of continued employment with the District, each employee must abide by this policy.

12.11.1 Intent. It is the intent of the Altadena Library District to maintain a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. The District has a vital interest in maintaining safe and
efficient working conditions for its employees. Substance abuse is incompatible with
health, safety, efficiency and success at the District. Employees who are under the influence of a drug, marijuana, or alcohol on the job compromise the District's interests, endanger their own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for coworkers, behavior that disrupts other employees, delays in the completion of jobs, inferior quality in products or service, and disruption of customer relations.

12.11.2 **Employee Cooperation.** Early detection of substance–abuse problems benefits everyone. For example, it benefits the employee with the substance-abuse problem because it gives them the opportunity to correct the problem before it leads to serious harm to the employee or others; it benefits the employee's coworkers who otherwise might have to carry an extra burden by covering for the substance abuser or who otherwise might be exposed to serious injury; and it benefits the District because it gives the District an opportunity to prevent accidents and avoid the performance problems and other losses associated with substance abuse. Accordingly, all employees should understand that coworkers with substance-abuse problems should be encouraged to seek assistance.

12.11.3 **Definitions.**

12.11.3.1 "Illegal drugs or other controlled substances" mean any drug or substance that (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained; or (c) has been legally obtained but is being sold or distributed unlawfully.

12.11.3.2 "Legal drug" means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.

12.11.3.3 "Abuse of any legal drug" means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

12.11.3.4 "Reasonable suspicion" includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech
or breathes odor; information provided to management by an employee, by law enforcement officials by a security service or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.

12.11.3.5 "Possession" means that an employee has the substance on their person or otherwise under their control.

12.11.4 Prohibited Conduct. The prohibitions of this section apply whenever the interests of the District may be adversely affected, including any time the employee is:

- On District premises;
- Conducting or performing District business, regardless of location;
- Operating or responsible for the operation, custody or care of District equipment or other property; or
- Responsible for the safety of others.

12.11.5 Prohibited Acts Subject to Discharge. The following acts are prohibited and subject an employee to discharge:

- The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation or dispensation of alcohol
- Being under the influence of alcohol
- The use, possession, purchase, sale, manufacture, distribution, transportation or dispensation of any illegal drug or other controlled substance
- Being under the influence of any illegal drug or other controlled substance
- The abuse of any legal drug
- The purchase, sale, manufacture, distribution, transportation, dispensation or possession of any legal prescription drug in a manner inconsistent with law
- Working while impaired by the use of a legal drug whenever such impairment might:
  o Endanger the safety of the employee or some other person;
  o Pose a risk of significant damage to District property or equipment;
  o Substantially interfere with the employee's job performance;
  o The efficient operation of The District's business or equipment.

12.11.6 Disciplinary Action.
12.11.6.1 Discharge for Violation of Policy. A first violation of this policy will result in immediate discharge whenever the prohibited conduct:

- Causes injury to the employee or any other person, or in the sole opinion of management endangered the safety of the employee or any other person;
- Results in significant damage to District property or equipment, or in the sole opinion of management posed a risk of significant damage;
- Involves the sale or manufacture of illegal drugs or other controlled substances;
- Involves in the possession, distribution, or dispensation of illegal drugs or other controlled substances or alcohol in a quantity greater than for personal use;
- Involves an employee who had not completed the training period or was a casual, seasonal or temporary employee;
- Involves the failure of an employee to report a criminal conviction as required by below.

12.11.6.2 Discretion Not to Discharge. In circumstances other than those described above, the District, in through the discretion of Administration, management can choose not to discharge an employee for a first violation of this policy if the employee satisfactorily completes participation in an approved drug- or alcohol-abuse assistance or rehabilitation program.

12.11.6.3 Effect of Criminal Conviction. An employee who is convicted under a criminal-drug statute for a violation occurring in the workplace or during any District-related activity or event will be deemed to have violated this policy.

12.11.6.4 Written Warning. An employee who is not discharged for a first violation of this policy will receive a final written warning and immediate suspension without pay for a period of three (3) calendar days.

12.11.6.5 Effect of Second Violation. A second violation of this policy at any time will result in immediate termination.
12.11.6 Effect of Termination on Eligibility for Rehire. Employees who are discharged for a violation of this Policy may not be eligible for rehire by The District.

12.11.7 Drug-Free Awareness Program.

12.11.7.1 Employee Awareness. The District has established a Drug-Free Awareness Policy, which is designed to inform employees about the dangers of drug abuse in the workplace and to help assure that employees are familiar with this policy and with the disciplinary actions that can result from a violation of this policy.

12.11.7.2 Management Awareness. Managers should be attentive to the performance and conduct of those who report to them and should not permit an employee to work in an impaired condition or otherwise in violation of this policy. When management has reasonable suspicion to believe an employee or employees are working in violation of this policy, prompt action will be taken.

12.11.8 Criminal Convictions. Employees are required by this policy to notify the District of any conviction under a criminal drug statute for a violation occurring in the workplace or during any District-related activity or event, no later than three (3) days after any such conviction. When required by federal law, the District will notify any federal agency with which it has a contract of any employee who has been convicted under a criminal drug statute for a violation occurring in the workplace.

12.11.9 Use of Legal Drugs. The District recognizes that employees may, from time to time, be prescribed legal drugs that when taken as prescribed or according to the manufacturer's instructions may result in their impairment. Employees may not work while impaired by the use of legal drugs, including marijuana, if the impairment might endanger the employee or someone else, pose a risk of significant damage to District property or substantially interfere with the employee's job performance. If an employee is so impaired by the appropriate use of legal drugs, they may not report to work. To accommodate the absence, the employee may use accrued sick leave or vacation time.

12.11.9.1 The employee may also contact the Administrative Services Manager/Administration to determine whether or not they qualify for an unpaid leave of absence, such as family-care or medical leave. Nothing
in this policy is intended to sanction or encourage the use of accrued sick leave or vacation time to accommodate absences due to the abuse of legal drugs. Furthermore, nothing in this policy is intended to diminish the District's commitment to employ and reasonably accommodate qualified disabled individuals. The District will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability and who because of their appropriate use of such drugs cannot perform the essential functions of their positions adequately or safely.

12.11.10 **Unregulated or Authorized Conduct.**

12.11.10.1 **Customary Use of Over-the-Counter Drugs.** Nothing in this policy is intended to prohibit the customary and ordinary purchase, sale, use, possession or dispensation of over-the-counter drugs so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this Policy.

12.11.10.2 **Off-the-Job Conduct.** Unless an employee is in a designated safety-sensitive position, this policy is not intended to regulate off-the-job conduct so long as the employee's off-the-job use of alcohol or drugs does not result in the employee being under the influence of or impaired by the use of alcohol or drugs in violation of this policy. If an employee is in a designated safety-sensitive position, they will be subject to drug testing as described below.

12.11.10.3 **Authorized Use of Alcohol.** The District may provide alcohol for consumption at certain events such as social functions. The consumption of alcohol at these events does not violate this policy.

12.11.11 **Confidentiality.** Disclosures made by employees to the Administrative- Services Manager concerning their use of legal drugs will be treated confidentially and will not be revealed to managers or Managers unless there is an important work-related reason to do so in order to determine whether it is advisable for the employee to continue working. Disclosures made by employees to Human-Resources Administration concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially.
12.11.12 Drug Testing.

12.11.12.1 Post-Accident Testing. If an employee is involved in an accident, to the extent permitted by law, regulation and/or rule, the employee will be requested to take a drug and/or alcohol test in accordance with the procedures outlined below.

12.11.12.1.1 If an employee refuses to cooperate with the administration of the drug test and/or alcohol test, the refusal will be handled in the same manner as a positive test result.

12.11.12.2 Reasonable Suspicion. Reasonable cause testing may be conducted based on a belief that an employee is using or has used alcohol or drugs in violation of the District’s policy drawn from specific objective facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based on, but not limited to, one of the following:

i. Direct observations of abnormal conduct or erratic behavior by the employee which may render the employee unable to perform his/her duties or which may pose a threat to safety or health.

ii. A report of observed alcohol or drug use provided by a reliable and credible source.

iii. An on-the-job accident or occurrence where there is evidence to indicate the accident or occurrence, in whole or in part, may have been the result of the employee’s use of a controlled substance or alcohol.

iv. Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs or alcohol while working or while on the employer’s premises or operating the employer’s vehicle, machinery, or equipment.

v. The employee’s conviction of a criminal drug or alcohol statute violation.

12.11.12.3 Testing Procedures. Any employee subject to testing under this policy will be required to provide a urine and/or breath
test per the Federal Register 49CFR part 40 testing procedures. The purpose of these tests is to determine the presence of drugs or alcohol. Refusal to submit to testing procedures, including refusing to provide a sample, will be considered a positive test. A positive test will result in the revocation of an applicant’s job offer or will subject a current employee to discipline up to and including termination.

12.12 **Smoke-Free Environment.** To protect the health and safety of all employees and customers of the Altadena Library District, smoking is prohibited in District buildings, on job sites that are indoors, and in District-owned vehicles. This includes smoking in any form through the use of tobacco products (pipes, cigars, and cigarettes) or “vaping” with e-cigarettes. Employees who wish to smoke may do so only on their regular breaks and meal periods, and must smoke outside of the building, job site, or District-owned vehicle.

12.13 **Maintaining a Current Driver’s License and Insurance.** Employees who are required to drive a District vehicle or drive their own vehicle to perform work for the District must have a current driver’s license and be in compliance with existing District insurance requirements. An employee who uses his/her automobile for District business must maintain the minimum automobile insurance coverage required by the state of California. Written verification confirming such insurance shall be provided to the District.

12.13.12 **Employee Pull Notice.** Employees that may be required to drive a District vehicle in the course of their work will be required to submit a California DMV INF 1101 EPN Authorization for Non-Mandated and be registered with the District’s Employee Pull Notice platform. The District will be notified of traffic or driving violations that may preclude employees from operating a vehicle. The District may take steps of discipline if the inability to drive prevents them from performing essential functions of their position.

12.14 **District Property and Equipment.**

12.14.1 All tools and equipment purchased by the District are the property of the Altadena Library District and it is the responsibility of the employee to whom tools and equipment are assigned to maintain and safeguard these assets. When leaving a work area, it is required that all tools be placed back in designated storage areas or removed from the work area and secured in locked storage where available.
12.14.2 An inventory of tools and equipment will be made periodically. If it is determined by the District that an employee is grossly negligent in the proper storage of tools, materials, or supplies or they are misplaced or stolen due to the employee’s dishonesty, willfulness or act of gross negligence, the employee will be asked to replace the same tools, materials, or supplies at fair market value or will be asked to sign a Payroll Deduction Authorization authorizing the District to deduct the fair market value of the missing or damaged tools, materials, or supplies. If the employee
unreasonably fails or refuses to replace or pay for the missing or damaged property or authorize a payroll deduction, the employee may be subject to disciplinary action up to and including termination and may be subject to a civil suit for recovery of the District’s property.

12.14.3 All District property, including desks, lockers, cabinets, closets, or other storage is subject to search at any time. Any item found in violation of District policy will result in disciplinary action up to and including termination.

12.14.4 Introducing or using software designed to destroy or corrupt the DistrictALD’s telecommunications or computer systems is strictly prohibited. Employees are prohibited from altering/tampering with the major configuration settings on their work-issued computers. Employees are not allowed to interfere with any of the routine maintenance processes, such as anti-virus software virus definition file updates, etc., run by the IT Manager.

12.14.4.1 Employees are prohibited from installing any software, including computer games and screenshots, etc., on DistrictALD-owned computers/devices unless given expressed written consent from the IT Manager. Otherwise, software installation is to be performed by the IT Manager only.

12.14.4.2 Employees are strictly forbidden to connect their own personal laptops or desktops to the any DistrictALD wired network LAN or Staff Wireless network except when authorized by the IT-Manager.

12.14.4.3 All DistrictALD policies pertaining to standards of conduct, harassment and discrimination apply to employees' use of District ALD-telecommunications and computer systems and equipment.

12.14.4.4 Fraudulent, harassing, threatening, discriminatory, sexually explicit, foul, offensive or obscene messages and/or materials are not to be transmitted, printed or stored using District ALD telecommunications and computer systems and equipment.

12.14.4.5 DistrictALD's telecommunications and computer systems and equipment must not be used to solicit for business ventures, personal social events, non-work related meetings, political or religious causes, or other matters not
connected with the DistrictALD’s legitimate operations. Chain letters, solicitations, and other forms of mass mailings are prohibited with the exception of the
distribution of materials related to legitimate District ALD business.

12.14.4.612.14.4.5 Employees are prohibited from accessing pornographic, gambling-related, or other inappropriate websites or phone lines.

12.14.4.712.14.4.6 The District ALD email address may not be used for non-work related internet purchases, promotions, on-line newsletters, listservs, newsgroups, usergroups, etc.

12.14.4.812.14.4.7 Employees who participate in listservs, newsgroups, usergroups, etc. are prohibited from attributing their opinions or comments to the District ALD.

12.14.4.912.14.4.8 Use of the District ALD’s telecommunications and computer systems and equipment is not private. Authorized representatives of the District ALD may monitor the use of, and information stored on, the District ALD computer systems and equipment as required to ensure that their use is consistent with the District ALD’s policies and legitimate business interests. All communication using District ALD telecommunications and computer systems and equipment are subject to the California Public Records Act.

12.14.4.1012.14.4.9 Failure to comply with this policy may lead to discipline up to and including termination of employment.

12.14.4.11 Employees will be required to sign a form acknowledging that they have read and understood this policy.

12.15 Solicitation, Distribution and Bulletin Boards. Employees may engage in solicitation on District premises only during their nonworking time. Nonworking time means time during meals or breaks and before or after work.

12.15.1 Employees may distribute or circulate non-District written materials only during nonworking time and only in non-work areas. If an employee is not certain whether an area is a work or non-work area, they should consult their immediate Manager for clarification.

12.15.2 Solicitation or distribution in any way connected with the sale of any goods or services for profit is strictly prohibited anywhere on District property at any time. Similarly, solicitation or distribution of literature for any purpose by non-
employees is strictly prohibited on Altadena Library District's property at any time.
12.15.3 District bulletin boards have been placed in several locations to inform employees of special District activities, and changes in administration, personnel or benefit programs. Employees are responsible for reading and understanding any information that is posted or distributed on the bulletin board. Official notices and communications are displayed on these boards and no material may be posted without management approval.

12.15.4 The District follows the Department of Industrial Relations (DIR) requirements to post information related to wages, hours and working conditions where it may be easily read during the workday. Employees can find these postings and applicable wage orders the hallway. The California wage order covers topics related to employee's pay and working conditions, including, administrative, executive and professional exemptions; overtime wages; alternative workweeks; minimum wages; reporting time pay; records retention; cash shortage and breakage; uniforms and equipment; meals and lodging; meal periods; and rest periods.

12.16 Personal Property. The Altadena Library District is not responsible for the loss, damage, or theft of personal belongings, and employees are advised not to carry unnecessary amounts of cash or other valuables with them when they come to work. For their own convenience, employees may bring personal property to the workplace. However, the Altadena Library District does not assume and specifically disclaims responsibility for any personal property located on its premises, or which accompanies or is carried, worn, or otherwise used by employees during the course of their work for the District. Employees who choose to bring personal property with them to work do so at their own discretion, and at their own risk.

12.17 Off Duty Use of Facilities. Employees are prohibited from remaining on Altadena Library District premises or making use of District facilities while not on duty. Employees are expressly prohibited from using District facilities, District property, or District equipment for personal use.

12.18 Staff Workspaces & Common Areas. All employees are expected to keep their work areas clean and organized. Staff work areas should only contain items that are business-related and personal items should be kept to a minimum. In an effort to prevent loss or theft, staff are encouraged to leave items of value at home. The District will provide a secure space for staff belongings to the extent it is able. Employees who choose to bring personal property with them to work do so at their own discretion, and at their own risk. The District is not responsible for loss, theft or damage of personal property.
12.18.1 People using common areas such as lunch rooms and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

12.19 Dress Code

12.19.1 Policy. It is the policy of the Altadena Library District that each employee’s dress, grooming, and personal hygiene be appropriate to the work environment. Employees are expected at all times to present a professional image to customers, prospects, and the public. All employees are expected to wear appropriate business casual, work attire. Employees should not wear shirts with potentially offensive images, ripped and worn looking jeans, athletic clothing, shorts, flip-flops, and similar items of casual attire that do not present a business-like appearance and adequately cover the body, and undergarments should not be visible. As a precaution, employees who work with book trucks or heavy furniture are encouraged to wear closed toe shoes. Staff are expected to maintain proper hygiene.

12.19.1.1 Certain employees may be required to meet special dress, grooming, and hygiene standards, such as wearing uniforms, depending on the nature of their job.

12.19.1.2 Staff may participate in special dress days as defined by the Library Director. This may include a more casual appearance such as wearing shorts or ball caps on special event days.

12.19.1.3 The District will make reasonable accommodations for employees who have specific religious dress practices and religious grooming practices, unless it is determined that the accommodation has an undue hardship on the District.

12.19.1.4 Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises. Non-exempt employees will not be compensated for any work time missed because of failure to comply with this policy. Violations of this policy also may result in disciplinary action.

12.20 Workplace Violence Policy. The Altadena Library District strives to maintain a safe and secure workplace for all employees and visitors. Violence, threats of violence, intimidation, harassment, coercion, or other threatening behavior towards people or property will not be tolerated. Complaints involving workplace violence will not be
ignored and will be given the serious attention they deserve. Individuals who violate this policy may be removed from District property and are subject to disciplinary and/or personnel action up to and including termination, consistent with District policies, and/or referral to law enforcement authorities for criminal prosecution. Complaints of harassment are covered under the District’s policy against harassment.

12.20.1 The District, at the request of an employee, or at its own discretion, may prohibit members of the public, including family members, from seeing an employee on District property unless necessary to transact District-related business. This policy particularly applies in cases where the employee suspects that an act of violence will result from an encounter with said individual(s).

12.20.2 All staff, trustees, volunteers, vendors, contractors, consultants, and others, who do business with the District, whether in a District facility or off-site location where District business is conducted, are covered by this policy.

12.20.3 Workplace violence is any behavior that is violent, threatens violence, coerces, harasses or intimidates others, interferes with an individual’s legal rights of movement or expression, or disrupts the workplace, the academic environment, or the District’s ability to provide services to the public.

Examples of workplace violence include, but are not limited to:

- Disruptive behavior intended to disturb, interfere with or prevent normal work activities (such as yelling, using profanity, verbally abusing others, or waving arms and fists).
- Intentional physical contact for the purpose of causing harm (such as slapping, stabbing, punching, striking, shoving, or other physical attack).
- Menacing or threatening behavior (such as throwing objects, pounding on a desk or door, damaging property, stalking, or otherwise acting aggressively; or making oral or written statements specifically intended to frighten, coerce, or threaten) where a reasonable person would interrupt such behavior as constituting evidence of intent to cause harm to individuals or property.

12.20.4 Possessing firearms, imitation firearms, knives or other dangerous weapons, instruments or materials is strictly prohibited. No one within the District, shall have in their possession a firearm or other dangerous weapon, instrument or material that can be used to inflict bodily harm on an individual or damage to District regardless of whether the individual possesses a valid permit to carry the firearm or weapon. The possession of firearms on District property may
be cause for discipline up to and including immediate termination of employment. In enforcing this policy, the District reserves the right to request inspections of any employee and their personal effects, including personal vehicles while on District premises. Any employee who refuses to allow inspection will be subject to the same disciplinary action as being found in possession of firearms.

12.20.5 Reporting. If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor or anyone else, they should notify the Manager immediately. Furthermore, employees should notify the Manager and Administration if any restraining order is in effect or if a potentially violent non-work related situation exists that could result in violence in the workplace.

12.20.6 Investigation. All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the Altadena Library District will inform the reporting individual of the results of the investigation.

12.20.6.1 To the extent possible, the Altadena Library District will maintain the confidentiality of the reporting employee and of the investigation but may need to disclose results in appropriate circumstances, for example, in order to protect individual safety.

12.20.6.2 The Altadena Library District will not tolerate retaliation against any employee who reports workplace violence.

12.20.7 Corrective Action and Discipline. If the Altadena Library District determines that workplace violence has occurred, the Altadena Library District will take appropriate corrective action and will impose discipline on offending employees.

12.20.7.1 The appropriate discipline will depend on the particular facts, but may include written or oral warnings, probation, and re-assignment of responsibilities, suspension, or termination.

12.20.7.2 If the violent behavior is that of a non-employee, the Altadena Library District will take appropriate corrective action in an attempt to ensure that such behavior is not repeated. Under certain circumstances, the Altadena Library District may forego disciplinary
action on the condition that the employee takes a medical leave of absence.

12.20.7.3 The Altadena Library District may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.
PERSONNEL POLICY XIII

PERFORMANCE REVIEWS

13.1 Performance Reviews.

13.1.1 The District’s Performance Review system provides a formal periodic review throughout the year of the performance of each employee in relationship to the performance expectations of their manager.

13.1.2 If the evaluation manager has not supervised the employee for the entire evaluation period, the evaluation may be written in consultation with other managers who have knowledge of that employee’s performance and will be identified as providing input in the evaluation.

13.1.3 For new or promoted employees given a six (6) month introductory period, evaluation will be made on the basis of the merit of their performance at three months and six months. If at three months the employee receives an overall rating of “development opportunity”, the evaluating manager will coordinate with Administration to coach their performance and complete the six-month evaluation prior to the end of the introductory period. The employee’s immediate manager will prepare the rating and discuss it with the employee. The manager, in conjunction with the District Director, may grant regular status if employee successfully completes the introductory period or release the employee if development opportunities are not met. The employee shall be advised, in writing, of the decision.

13.1.4 For new or promoted employees given a twelve (12) month introductory period, evaluation will be made on the basis of the merit of their performance at three, six, nine, and twelve months. If at three months the employee receives an overall rating of “development opportunity”, the evaluating manager will coordinate with Administration to coach their performance to see improvement by the six month evaluation. If at six months the employee still receives an overall rating of “development opportunity”, their manager and Administration will put them on a three-to-six-month Performance Improvement Plan (PIP) and schedule regular meetings with the employee to ensure they are achieving the goals set forth in the PIP. After the three-or-six month period, the manager of the employee will access their performance and in conjunction with the District Director, may grant regular status if employee successfully completes the introductory period at the conclusion of their first twelve months.
months of employment with the District ALD. If the performance has not met the standards of the PIP, the employee will be released due to the identified development opportunities not being met. The employee shall be advised, in writing, of the decision.

13.1.4.1 After successful completion of the introductory period, an employee will receive an annual written performance evaluation to be reviewed in person with their manager. Full-time and part-time employees shall be rated annually by their immediate manager no more than thirty (30) days following the anniversary date of completion of the most recent introductory period.

13.1.4.2 The failure to properly conduct the three- and six-month evaluations of an introductory employee shall not otherwise prohibit the District from terminating an introductory employee.

13.1.5 An employee has the right to submit their comments related to the performance evaluation for inclusion in the employee’s personnel file. The comments must be received within three (3) business days of the evaluation date.
PERSONNEL POLICY XIV

DISCIPLINARY AND GRIEVANCE PROCEDURES

14.1 Grounds for Discipline. Regular employees found in violation of the Standards of Conduct (Section XII) may be disciplined, including reprimand, discharge, demotion, or suspension for cause. This section does not apply to temporary or introductory and at-will employees. Discipline will be applied for any action or non-action by an employee which impedes or disrupts the performance of the District and its organizational component units, is detrimental to employee or public safety, violates properly established rules and procedures, or adversely affects the reputation of the District, its trustees, or employees.

14.2 Types of Disciplinary Actions.

14.2.1 The District Director may suspend any employee from duty when such action is in the best interest of the District. A suspension will not exceed thirty (30) days except when an employee is awaiting trial in a court of law. In these cases, the suspension may be extended until the court has rendered a decision. A suspended employee loses all right to pay and employee benefits which might accrue during the period of suspension.

14.2.2 Reassignment or demotion in an employee’s class and pay may be authorized by the District Director and may be temporary or permanent. The employee must be assigned duties appropriate to the new class.

14.2.3 The District Director may discharge employees for serious misconduct. When notice of discharge cannot be served personally upon the employee, the notice will be sent by registered letter mailed to the employee’s last known address.

14.3 Procedure for Discipline.

14.3.1 Notice. The employee must receive preliminary written Notice of Intent from the Director or a designee in case of suspension, demotion or discharge, which provides the following:

14.3.1.1 The disciplinary action intended, the specific charges upon which the action is based and a summary of any supporting facts and documentation;
14.3.1.2 Notification of the employee's right to respond to the charges either orally or in writing to the appropriate authority within five (5) business days.

14.3.1.2 Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to the final discipline being imposed.

14.3.1.3 If Notice is sent by Mail: The Notice shall also contain a "statement of delivery or mailing" indicating the date on which the Notice was personally sent Certified with Return Receipt requested - in the United States Mail to the employee. Such date of delivery or mailing shall be the "date of issuance" of the Notice. As long as the Notice contains a "statement of delivery or mailing," it is conclusively presumed that the employee received the Notice.

14.3.2 Response. The employee has the right to respond either orally or in writing to the Director or the designee within no less than five (5) but no more than ten (10) workdays of the date of issuance of the Notice. Workdays are defined as Monday through Friday except for recognized District holidays. The employee has a right to their own representation at this level. In cases of suspension, demotion or discharge the employee's response will be considered before action is taken.

14.3.3 Final Notice. After the response or the expiration of the employee's time to respond to the notice of intent, the appropriate authority shall: (1) dismiss the notice of intent and take no disciplinary action against the employee or (2) modify the intended disciplinary action or (3) prepare and serve upon the employee a final notice of disciplinary action. The final notice of disciplinary action shall include the following:

14.3.3.1 The disciplinary action taken and its effective date;

14.3.3.2 Specific charges upon which the action is based and a summary of any supporting facts and documentation;

14.3.3.3 The employee's right to appeal.

14.4 Appeal Process.
14.4.1 **Right of Appeal.** Each employee shall have the right to appeal any personnel action taken under these Policies and Rules which they believe has been unfairly or unjustly administered. Employees shall be assured freedom from reprisal for using the appeal process.

14.4.1.1 Initial appeal shall be made, in writing, to the District Director within ten (10) working days from the date the employee receives notice of the action. The District Director and Administrative Services Manager shall investigate the complaint. The District Director shall have the authority to uphold, modify or rescind the appealed action and shall submit their decision to the employee and any other person involved in the action within ten (10) working days from the date the appeal was filed.

14.4.1.2 A regular employee who is dissatisfied with the decision from the initial appeal may seek a hearing of the appeal by the Board of Trustees. Such a request must be filed within ten (10) working days after receiving the decision on the initial appeal. The request must state the employee's reasons for objection to the disputed action and the relief desired. An introductory employee shall have this right to appeal only in those instances specified in 14.4.7 below.

14.4.1.3 The Board of Trustees shall convene a hearing within thirty (30) working days after the filing of the request for hearing. Interested parties shall be advised of the time and place of hearing at least five (5) days in advance.

14.4.1.4 If either the appealing employee or the person responsible for the disputed action requests a public hearing, a public hearing must be held. Otherwise, the Board may hear the appeal in closed session.

14.4.1.5 Each party has the right to call and examine witnesses, cross-examine opposing witnesses, introduce exhibits, and rebut the evidence against them. Either party may be represented by counsel.

14.4.1.6 The following rules of evidence apply: oral evidence will be taken only on oath or affirmation.
14.4.1.7 The hearing need not be conducted according to technical rules of evidence. Relevant evidence will be admitted if it is the sort of evidence on which responsible persons customarily rely in the conduct of serious affairs, regardless of common law or statutory rules which may make improper the admission of such evidence over objection in civil actions.

14.4.1.8 The Board of Trustees shall, within five (5) days after the hearing, render a decision as follows:

- Whether or not the disputed action was taken for reasonable cause, or
- Whether the action should be sustained, modified or rescinded.

14.4.1.8.1 If the Board rules that the action should be sustained, modified or rescinded, all proceedings shall end.

14.4.1.8.2 The Board may find that the action should be modified. In such case, the Board will determine the degree of relief which shall be granted.

14.4.1.8.3 If the Board finds that the action should be rescinded, the employee shall receive any pay or employee benefits they lost as a result of the action.

14.4.2 An introductory employee who is dissatisfied with the decision from the initial appeal shall not be entitled to a hearing, except in the case of fraud or of discrimination because of political or religious opinions, racial extraction, sex, or organized labor membership.

14.4.2.1 If the introductory employee files an answer which alleges fraud or discrimination because of political or religious opinions, racial extraction, sex, employee organization membership or organized labor membership and requests a hearing, the Board of Trustees will grant the request if such request sets forth facts substantiating their allegations. After such hearing, the Board of Trustees may sustain the discharge or reduction or may order such introductory employee reinstated, and unless such order otherwise provides, it shall be effective as of the date of the discharge or reduction.
14.4.2.2 If a hearing is granted on the basis that the introductory employee has adequately alleged fraud or discrimination for one of the reasons set forth above, the introductory employee being discharged or reduced shall have the burden of proving such fraud or discrimination, and that such fraud or discrimination was the basis for the discharge or reduction. In all other aspects, the hearing shall be held pursuant to the provisions of Sections 14.4.1.1-14.4.1.8.

14.5 General Complaint and Grievance Procedure.

14.5.1 Open Door Policy. The Altadena Library District is committed to complying with all employment regulations, guidelines and laws, both state and federal. Any employee who has concerns or complaints regarding any aspect of their employment may initiate a discussion with their Manager. Although employees may directly contact the Director at any time, the District recommends that employees maintain open lines of communication with their Managers by reviewing concerns with them first. Problems will be dealt with promptly and will involve only necessary personnel.

14.5.2 General Complaint Procedure. Before filing a formal written grievance, the employee is strongly encouraged to use the General Complaint Procedure as outlined below to resolve any complaints.

14.5.2.1 Employees who have a concern or complaint regarding any aspect of their employment should first try to resolve the issue if possible. If not possible or if the issue remains unresolved, the employee should go to their Manager or the Administrative Services Manager and formally report their concern pursuant to this complaint procedure.

14.5.2.2 The employee may be asked to, among other things, specify the specific circumstances of their concern or complaint and whether it has occurred on other occasions.

14.5.2.3 The Manager or Administrative Services Manager will then investigate the concern or complaint.

14.5.2.4 The District will take appropriate action on the complaint in a timely manner.
14.5.2.5 The resolution of the situation will be documented and placed with the affected employees' personnel files when appropriate.

14.5.2.6 Employees who utilize this complaint procedure shall not be retaliated against for making use of it. Employees with questions concerning this policy are encouraged to contact their Manager or the Administrative Services Manager Administration.

14.5.3 Formal Grievance. A grievance is a written allegation by an employee claiming violation(s) of District rules or policies.

14.5.4 Formal Level I

14.5.4.1 Within five (5) workdays after presentation of the grievance at the "informal level," (or 15 days after the occurrence) the employee may, if the grievance is still unresolved, present their grievance in writing to their immediate supervisor/manager.

14.5.4.2 This statement shall be a clear, concise statement of the grievance setting forth the section of the District Personnel rules and/or regulations or these rules allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

14.5.4.3 The Manager shall communicate their decision to the employee in writing within ten (10) workdays after receiving the grievance. If the Manager does not respond within the time limits, the employee may appeal to the next level.

14.5.4.4 Within the above limits, either party may request a face-to-face meeting with the District Director or Administrative Services Manager.

14.5.5 Formal Level II

14.5.5.1 If the employee is not satisfied with the decision at Level I, they may within five (5) workdays appeal the decision in writing to the District Director. For those employees who report to the Director, proceed to Grievance Level III.
14.5.5.2 The written statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

14.5.5.3 The District Director shall communicate his/her decision to the employee in writing within ten (10) workdays after receiving the grievance. If the Director does not respond within the time limits, the employee may appeal to the Board of Trustees.

14.5.6 **Formal Level III**

14.5.6.1 If the employee is not satisfied with the decision at Level II, they may within five (5) workdays appeal the decision in writing to the Board of Trustees.

14.5.6.2 The Board will discuss the matter during closed session at their next regularly scheduled meeting.

14.5.6.3 The Board shall communicate their decision to the grievant in writing within five (5) workdays after their regularly scheduled meeting. The decision of the Board is final.

14.5.7 **General Provisions**

14.5.7.1 The employee has the right to their own representation on all grievances. The Director shall be notified of the representative, if any.

14.5.7.2 The Director shall meet with the employee at Level I if the grievance resulted from a decision, act or omission of the Director.

14.5.7.3 Time limits may be waived by the mutual consent of the employee filing a grievance and the Director.

14.5.7.4 Employees are assured freedom from reprisal for using the grievance procedures.
PERSONNEL POLICY XV

TECHNOLOGY USE AND PRIVACY

PRIVACY

15.1 **Policy.** The Altadena-Library District provides various Technology Resources to authorized employees to assist them in performing their job duties for the Altadena-Library District. Each employee has a responsibility to use the Altadena-Library District’s Technology Resources in a manner that increases productivity, enhances the Altadena-Library District’s public image and is respectful of other employees. Failure to follow the Altadena-Library District’s policies regarding its Technology Resources may lead to disciplinary measures up to and including termination of employment. Moreover, the Altadena-Library District reserves the right to advise appropriate legal authorities of any violation of law by an employee.

15.2 **Technology-Resources Definition.** Technology Resources consist of all electronic devices, software and means of electronic communication including, but not limited to the following: personal computers and workstations; laptop computers; mini and mainframe computers; other wireless devices such as tablets; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines and copiers; computer software applications and associated files and data, including software that grants access to external services such as the Internet; electronic mail; telephones; cellular phones; pager tablets; and voice mail systems.

15.3 **Authorization.** Access to Altadena-Library District’s Technology Resources is within the sole discretion of the Altadena-Library District. Generally, employees are given access to the Altadena-Library District’s various technologies based on their job functions. Only employees whose job performance will benefit from the use of the Altadena-Library District’s Technology Resources will be given access to the necessary technology. Additionally, employees must successfully complete District-approved training before being given access to the Altadena-Library District’s Technology Resources. Exceeding authorized access may subject the employee to liability (e.g. per the Computer Fraud and Abuse Act – CFAA).

15.4 **Use.** The Altadena-Library District’s Technology Resources are to be used by employees only for the purpose of conducting District business. Employees may, however, use the Altadena-Library District’s Technology Resources for the following incidental personal uses so long as such use does not interfere with the employee’s duties, is not done for personal or financial gain, does not conflict with Altadena-Library District’s business and does not violate any District policy.
To send and receive necessary and occasional personal communications;
To prepare and store incidental personal data (such as personal calendars, personal address lists and similar incidental personal data) in a reasonable manner;
To use the telephone system for brief and necessary personal calls; and
To access the Internet for brief personal searches and inquiries during meal times or other breaks or outside of work hours provided that employees adhere to all other usage policies.

15.4.1 The Altadena Library District assumes no liability for loss, damage, destruction, alteration, disclosure or misuse of any personal data or communications transmitted over or stored on the Altadena Library District’s Technology Resources. The Altadena Library District accepts no responsibility or liability for the loss or non-delivery of any personal electronic mail or voice mail communications or any personal data stored on any District property. The Altadena Library District strongly discourages employees from storing any personal data on any of the Altadena Library District’s Technology Resources. Employees who store personal information on District media should have no expectation of privacy.

15.4.2 Technology Use & Section 7 Protected Communications. While the District’s technology resources are for the purposes of conducting business communications, nothing in this policy shall prevent or impede collective action by employee(s) for mutual aid and protection or otherwise impair Section 7 Rights under the NLRA.

15.4.3 Improper Use.

15.4.3.1 Prohibition against Harassing, Discriminatory and Defamatory Use. The Altadena Library District is aware that employees use electronic mail for correspondence that is less formal than written memoranda. Employees must take care, however, not to let informality degenerate into improper use. As set forth more fully in Altadena Library District’s Policy Against Harassment, the Altadena Library District does not tolerate discrimination or harassment based on race, color, creed, religion, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), national origin, ancestry, age, physical or mental disability, medical condition including genetic characteristics, or any information based on genetic background, family-care status, military and veteran status, citizenship status, immigration status, primary language, marital status, sexual orientation, gender identity or gender expression where a person’s gender-related appearance and
behavior may not be stereotypically associated with the person’s assigned sex at birth, or any other consideration made unlawful by federal, state, or local laws. This also includes a perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. Under no circumstances may an employee use Altadena Library District’s Technology Resources to transmit, receive or store any information that is discriminatory, harassing or defamatory in any way (for example: sexually-explicit or racial messages, jokes or cartoons).

15.4.3.2 Additionally, any employee whose job is to repair, install, or otherwise service the District’s technology resources, who has knowledge of or reasonably suspects child abuse or neglect based on pictures, graphics, or images that have been intentionally saved, transmitted, or organized on an electronic medium, are required to report their findings. Reported concerns should be forwarded to the Manager.

15.4.3.3 Prohibition against Violating Intellectual Property Laws. Employees must not use the Altadena Library District’s Technology Resources to copy, retrieve, forward or send intellectual property unless the employee has the author’s permission or is accessing a single copy only for the employee’s reference for business purposes.

15.4.3.4 Other Prohibited Uses. Employees may not use any of the Altadena Library District’s Technology Resources for any illegal purpose, violation of any District policy, in a manner contrary to the best interests of the Altadena Library District, in any way that discloses confidential or proprietary information of the Altadena Library District or third parties, or for personal or financial gain.

15.5 Access to Technology Resources. All messages sent and received, including personal messages, and all data and information stored on the Altadena Library District’s electronic mail system, voice mail system, or computer systems are District property regardless of the content. As such, the Altadena Library District reserves the right to access all of its Technology Resources including its computers and other electronic devices, voice mail, and electronic-mail systems at any time in its sole discretion without prior notice.

15.6 Privacy. The Altadena Library District may at its discretion inspect all files or messages on its Technology Resources at any time for any reason. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information
created or maintained on the Altadena-Library District's Technology Resources, including personal information or messages. The Altadena-Library District may also monitor its Technology Resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information or for any other business purpose.

15.6.1 All voicemail, email and text messages composed, sent or received through the District's computer network, e-mail system, or on a District provided cell phone or device is the property of the Altadena-Library District. Employee explicitly gives employer the right to intercept, access, view, monitor and use all such communications, whether relating to District business or employee's personal matters.

15.6.2 District provided technology (including internet, email, and cell phone services provided by District to employee) shall only be used to conduct business of the District, unless employee has received expressed consent from an employee's Manager to access their personal e-mail account, and personal communications. Even if the employee has consent to use technology resources for personal use, any personal communications while on District time should be kept to a minimum, and limited where possible to breaks and non-work time.

15.7 Passwords. Employees are expected to maintain their passwords as confidential. Employees must not share passwords and must not access coworkers' systems without express authorization.

15.8 Data Collection. The best way to guarantee the privacy of personal information is not to store or transmit it on the Altadena-Library District's Technology Resources. To ensure that employees understand the extent to which information is collected and stored, below are examples of information currently maintained by the Altadena-Library District. The Altadena-Library District may, however, in its sole discretion and at any time alter the amount and type of information that it retains.

15.8.1 Telephone Use and Voicemail. Records are kept of all calls made from and to a given telephone extension. Although voicemail is password protected, an authorized administrator can reset the password and listen to voice mail messages.

15.8.2 Electronic Mail. Electronic mail is backed up and archived. Although electronic mail is password protected, an authorized administrator can reset the password and read electronic mail.
15.8.3 Desktop Facsimile Use. Copies of all facsimile transmissions sent and received are maintained in the facsimile server.

15.8.4 Document Use. Each document stored on District computers has a history, which shows which users have accessed the document for any purpose.

15.8.5 Internet Use. Internet sites visited, the number of times visited and the total time connected to each site is recorded and periodically monitored.

15.9 Deleted Information. Any information kept on the Altadena Library District’s Technology Resources may be electronically recalled or recreated regardless of whether it may have been deleted or erased by an employee. Because the Altadena Library District periodically backs up all files and messages, and because of the way in which computers reuse file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential.

15.9.1 According to the District’s Records Retention Policy, all emails are subject to erasure after two years. It is the responsibility of staff to archive any pertinent emails.

15.10 The Internet and Online Services. The Altadena Library District provides authorized employees access to online services such as the Internet. The Altadena Library District expects that employees will use these services in a responsible way and for business-related purposes only. The access, contribution or downloading from sites of a sexually explicit nature, sites containing illegal or illicit content, and those for gaming and gambling is strictly prohibited.

15.11 Monitoring. The Altadena Library District reserves the right to monitor both the amount of time spent using online services and the sites visited by individual employees. The Altadena Library District reserves the right to limit such access by any means available to it, including revoking access altogether.

15.12 Software Use.

15.12.1 License Restrictions. All software in use on the Altadena Library District’s Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on
Altadena Library District’s computers by any means of transmission unless authorized in advance. Authorization for loading software onto Altadena Library District's computers should not be given until the software to be loaded has been thoroughly scanned for viruses.

15.12.2 Software for Home Use. The Altadena Library District endeavors to license its software so that it may be used on portable computers and home computers in addition to office computers. Before transferring or copying any software from a District Technology Resource to another computer, employees must request permission and receive written authorization from the IT Manager.

15.12.3 Security. The Altadena Library District has installed a variety of programs and devices to ensure the safety and security of the Altadena Library District's Technology Resources. Any employee found tampering or disabling any of Altadena Library District's security devices will be subject to discipline up to and including termination.

15.13 Audits. The Altadena Library District may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on the Altadena Library District's Technology Resources may be conducted without warning at any time.

15.14 Social Media Policy. The Social Media Policy covers all publicly accessible communications via the Internet relating to the Altadena Library District. This includes, but is not limited to, blogs, on-line social networks, discussion forums, newsgroups, and e-mail distribution lists.

15.14.1 Overview. If you choose to identify yourself as an Altadena Library District employee or to discuss matters related to our business on a website or social media platform, bear in mind that, although you may intend to present the opinions as your own, some readers may misunderstand you to be speaking on behalf of the District.

15.14.2 If an employee has a grievance or concern, employees are encouraged to first express any concerns to their Manager, Administrative Services Manager Administration, or any other member of the management team, instead of taking them online.

15.14.3 Policy Standards.
i. Public communications concerning the District must not violate any guidelines set forth in the personnel policies, whether or not you specifically mention your employee status.

ii. You should clearly identify that you are not acting on behalf of the District and the opinions expressed here are your own personal opinions.

iii. You may not personally harass or attack fellow employees, authors, customers, vendors, or shareholders. Further detail on prohibited conduct is provided in the Policy Against Harassment and Prohibition against Harassing, Discriminatory and Defamatory Use of Technology sections of the personnel policies for more information.

iv. You may not disclose any sensitive, proprietary, confidential, or financial information about the District, its employees, or its customers. This includes any information not publicly available through the District’s official website.

v. You may not post any material that is obscene, defamatory, profane, libelous, threatening, harassing, abusive, hateful or embarrassing to another person or any other person or entity.

vi. DO NOT make comments or otherwise communicate about customers, coworkers, Managers, the District, or Altadena Library District vendors or suppliers in a manner that is vulgar, obscene, threatening, intimidating, harassing, libelous, or discriminatory on the basis of age race, religion, sex, sexual orientation, gender identity or expressions, genetic information, disability, national origin, ethnicity, citizenship, immigration status, primary language, marital status, or any other legally recognized protected basis under federal, state or local laws, regulations or ordinance.

15.4.4 Prior to taking adverse action against an employee under the Social Media Policy, the District will conduct a prompt and thorough investigation of an employee’s posting or communication, including objective and thorough documentation. Any employee found to be in violation of this policy is subject to discipline, up to and including termination.

15.4.5 Electronic Recording Policy. California requires the consent of all parties to the communication to lawfully intercept communication. Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. In instances of teleconferencing, acknowledgement of recording pop-up serves as employee consent to the recording of the meeting or program.
ALTADENA LIBRARY DISTRICT | POLICY AND PROCEDURE MANUAL

SUBJECT: Administration of the Personnel System

SECTION: Personnel

BOARD APPROVED: November 23, 2020

15.15.1 Electronic devices shall not be used in a way that threatens, humiliates, harasses, or intimidates individuals, including employees, customers, vendors, and visitors, or violates local, state, or federal law.

15.15.2 Any employee who violates this policy will be subject to discipline, up to and including termination. Additionally, secret recordings are considered unlawful in California and employees may face fines and penalties if prosecuted.

15.16 Monitoring and Video Surveillance. Due to the nature of work conducted by the Altadena Library District, it is necessary to monitor aspects of employees’ jobs, specifically telephones, computer terminals, electronic and voice mail, and employees’ use of the Internet. The use of monitoring serves the following purposes:

- To ensure the safety of employees and the entire facility,
- To investigate possible misconduct, criminal activity or breaches of security,
- To ensure compliance with District policies,
- To monitor or document employees’ work,
- To investigate and respond to internal complaints, charges or governmental investigations,
- To investigate, prosecute or defend threatened or actual lawsuits, or
- Any other legitimate business reasons

15.6.1 This policy serves as notification to employees that monitoring will be conducted during the course of their employment. Monitoring at the Altadena Library District is conducted within the guidelines of the law and employees should not have any reasonable expectation of privacy with regard to use of the Company’s property and systems, specifically telephones, computer terminals, other electronic devices, electronic and voice mail, and employees’ use of the Internet.

15.16.2 Video surveillance is also conducted as part of the Altadena Library District’s standard operations. Surveillance cameras are located throughout the facility. The video surveillance system consists of cameras placed in both outdoor and indoor locations, where Administration can monitor employee activity as it takes place. No cameras have been placed in area where employees have the right to expect privacy, such as bathrooms and changing areas.

15.17 HIPAA Statement of Privacy Laws. It is the legal and ethical responsibility of all management and staff employees of the Altadena Library District to use, protect, and preserve personal and confidential employee and business information, including
medical information (referred to herein collectively as "confidential information"), in accordance with state and federal laws and District policy.

15.17.1 Laws controlling the privacy of, access to, and maintenance of confidential information include, but are not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the California Information Practices Act (IPA), the California Confidentiality of Medical Information Act (CMIA), and the Lanterman-Petris-Short Act (LPS). These and other laws apply whether the information is held in electronic or any other format, and whether the information is used or disclosed orally, in writing or electronically.

15.17.2 Business and employee information includes information that identifies or describes an individual, the disclosure of which would constitute an unwarranted invasion of personal privacy. Examples of confidential employee and business information include home address and telephone number; medical information; birth date; citizenship; social security number; spouse/partner/relative’s names; income tax withholding data; performance evaluations; proprietary/trade secret information; and peer review/risk management information and activities.

15.17.3 Medical information includes the following (no matter where it is stored and no matter the format): medical and psychiatric records, photos, videotapes, diagnostic and therapeutic reports, x-rays, scans, laboratory and pathology samples, patient business records, such as bills for service or insurance information, visual observation of patients receiving medical care or accessing services, and verbal information provided by or about a patient. Medical information, including Protected Health Information (PHI), is maintained to serve the patient, health care providers, health care research and to conform to regulatory requirements.

15.17.4 The HIPAA privacy law sets limits on how health providers and plans may use individually identifiable health information. Under the HIPAA law, health providers and plans may only use individual health information for necessary treatment, payment, or healthcare operations without obtaining the employee’s permission. PHI may generally not be used for purposes “not related” to health care. The release of PHI must be limited to the minimum necessary designated for the purpose of the disclosure.

15.17.5 Unauthorized use, disclosure, or viewing of, or access to, confidential information in violation of state and/or federal laws may result in personal fines,
civil liability, licensure sanctions and/or criminal sanctions, in addition to District disciplinary actions.

15.17.6 If you believe your privacy rights have been violated, you may file a complaint with the Altadena Library District’s designated Privacy Officer who is the Administrative Services Manager Administration, and/or with the Secretary of the DHHS (U.S. Department of Health and Human Services). To file a complaint with the Altadena Library District’s designated Privacy Officer, please submit a written complaint to the attention of: Privacy Officer, Altadena Library District, 600 E. Mariposa St. Altadena, CA 91001. Employees who utilize this complaint procedure shall not be retaliated against.

15.17.7 If you have any questions about the District’s HIPAA Privacy Policy or would like further information about HIPAA, please contact the Administrative Services Manager Administration.

Cellular Phone Use

15.18.1 Personal Cell Phone Use at Work. Employees who have personal cellular phones must refrain from excessive personal phone calls or texting while at work. Excessive personal phone calls interfere with productivity and can be distracting to others. Employees are therefore encouraged to use cellular phones for personal use only during break times, meal periods, or in emergency situations.

15.18.2 District-Issued Cell Phone Use. The Altadena Library District may issue cell phones to certain employees in order to stay in contact with clients and co-workers while out in the field or out of the office. The District encourages its employees to remember safety when using their cellular phones for business purposes. For the safety of themselves and others, Altadena Library District employees who are issued a cell phone or use a personal phone for business use are prohibited from using their phone while driving, including reading, writing or sending a text message. If your job requires that you keep your cell phone turned on while you are driving, you must use a mounted hands-free device that can be activated or deactivated with a single swipe or tap, and are encouraged to safely pull off the road before conducting District business. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for any liability resulting from such action. District issued cell phones are District property. Employees should
have no expectation of privacy either with District issued cell phones or with respect to use or content of personal cell phones used for District business.

15.18.2.1 Use Agreement. All employees who are issued an a District ALD cellular phone must sign a Cellular Phone Use Agreement. By signing this plan the employee agrees to the following terms:

- The District ALD issued phone will be used for business calls. Personal calls shall be for emergency use only. The District ALD issued cellular phone is not to replace the employee’s personal cellular phone. The phone shall not be used for any illegal use or activity, threats, slander/libel, defamation, obscene, suggestive or offensive messages or communications, political endorsements or activities, or for outside employment purposes.
- If the cellular phone is damaged due to the negligence of the employee, it may be repaired or replaced at the employee’s expense. If the damage was not the fault of the employee, consideration will be given and the phone may be repaired or replaced.
- If an employee is issued an a District-ALD cell phone and does not agree to these terms or does not reimburse the District ALD for the cost of the calls and/or repairs, cellular phone privileges may be revoked and the employee subject to disciplinary action, up to and including termination.
- At the time of separation all amounts due to the District must be paid and the equipment returned. The cost of reimbursements and/or the cost of the phone may be withheld from the amounts otherwise due the employee upon separation.
PERSONNEL POLICY XVI

OUTSIDE EMPLOYMENT POLICY

16.1 Policy. Employees may hold an outside job as long as the performance standards of their job at the Altadena Library District are met. If the Altadena Library District determines that outside work interferes with performance or the ability to meet the requirements of the Altadena Library District as they are modified from time to time, employment may be terminated.

16.1.1 The following activities are prohibited while an employee with the Altadena Library District:

- Outside employment that constitutes a conflict of interest, is incompatible with the position, interferes with assigned job duties or work hours, or that could bring discredit upon the District.
- Income or material gain from individuals outside the District for materials produced or services rendered while performing a job at the District.
- Use of District equipment, resources or materials for outside employment or business activity.

16.1.2 Full-time employees who engage in outside employment must disclose such employment and get written approval in advance from their immediate Manager and the District Director. Failure to adhere to this guideline (including failure to disclose any conflicts or to seek an exception) may result in disciplinary action up to and including termination.

16.1.3 District employees are not permitted to hold more than one position with the District at a time. Example: An employee cannot have two part-time positions.
PERSONNEL POLICY XVII

TELEWORKING

17.1 Policy. Teleworking, or telecommuting, is the concept of working remotely from home or another location on a full or part-time basis. Teleworking is not an automatic employee entitlement. Rather, it is an alternative method of meeting the needs of the Altadena-Library District (ALD). Employees may request the opportunity to telework on a situational, case by case basis. The ALD has the right to refuse a request to telework and to terminate a teleworking arrangement at any time, for any reason.

17.1.1 This policy includes situational telework only. Routine or ongoing telework is not allowed under this policy and will be addressed on a case by case basis if an employee submits a proposed telework plan.

17.1.2 Situational telework is requested on a case by case basis and should only be used rarely. Situational telework may be occasionally used to promote staff and resource efficiency, particularly for offsite meetings or appointments where telework would increase staff efficiency.

17.2 Eligibility. Eligibility to participate in the telework program is subject at all times to the needs of the ALD and may be modified as necessary. This policy shall be applicable to selected employees who meet specific work standards and the employees’ job duties are appropriate for teleworking. Meeting one or more of the eligibility requirements does not guarantee approval of teleworking. The ALD holds the final determination of an employee’s position being appropriate for teleworking and if the employee meets the specific work standards. Minimum work standard eligibility requirements include, but are not limited to:

17.2.1 Regular status full time employees who have worked at the ALD for a minimum of one (1) year;

17.2.2 Prior annual job performance evaluation and/or job performance that meets or exceeds standards across all listed performance measures and demonstrates employee ability to work independently;

17.2.3 Employee is self-motivated and demonstrates high dependability;
17.2.4 Job duties and requirements allow the employee to be away from the DistrictALD’s worksite for a period of time during the work week.

17.2.5 Teleworking does not impede other employees or work groups from performing their job duties, impact the DistrictALD’s business needs, or diminish the operations of the DistrictALD;

17.2.6 Teleworking does not reduce service to internal or external customers; and

17.2.7 Their manager is able to supervise the work of the employee.

17.3 **Guidelines.**

17.3.1 Telework is discretionary. Remote work is not permanent and may be discontinued at any time without prior notice.

17.3.2 Telework is a privilege, not a right. A manager may determine that some positions and/or individuals are not well suited for remote work.

47.3.3 Any employee working remotely must be available during the core hours of 9:00 a.m. to 6:00 p.m., their regularly scheduled shift hours, to answer calls, respond to email, attend meetings, etc. unless an agreed upon flexible schedule is approved by the employee’s supervisor manager.

47.3.4 The duties, obligations, responsibilities, and conditions of an ALD employee are not changed due to telecommuting.

47.3.5 An employee working remotely remains obligated to comply with all DistrictALD rules, policies, practices and procedures. Violations may result in preclusion from teleworking and/or disciplinary action, up to and including termination of employment. The DistrictALD’s worker’s compensation liability for job related accidents will continue to apply during the employee’s teleworking hours.

47.3.6 Work hours, overtime compensation, and vacation schedules will conform to District policies and practices, Fair Labor Standards Act (FLSA), and to any other terms agreed upon by employee’s supervisor manager, except that, those terms may not violate the laws and provisions stated above.

47.3.7 Telework is not designed to be a replacement for appropriate child care. Although an individual employee’s schedule may be modified to accommodate
child care
needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective teleworkers are encouraged to discuss expectations of working from home with family members prior to beginning telework.

17.4 Equipment.

17.4.1 ALD-provided equipment is not an entitlement for teleworkers. The District ALD may will provide equipment for staff who are teleworking, but are not obligated to do so. Office supplies needed by the employee will be provided by the DistrictALD. All requests must be pre-approved by the responsible supervisor/manager. The District ALD retains ownership of all equipment and/or licenses provided and any equipment and/or licenses provided must be returned to the District ALD upon request.

17.4.2 Use of District ALD equipment and supplies is limited to authorized persons for purposes relating to library business.

17.4.3 If employee uses their own equipment for teleworking, employee is responsible for maintenance and repair of equipment.

17.4.4.17.4.3 The District ALD is not responsible for the payment of utilities (heat, electricity, gas, internet, phone, etc.) or home maintenance costs.

17.4.5 In the event of delay in repair or replacement of equipment or any other circumstance under which it would be ineffective for the employee to telework, the employee will return to the District ALD work place.

17.4.6 The employee must have internet service with sufficient speed/capacity to do their job.

17.4.7 An employee working remotely agrees to abide by the DistrictALD’s Technology Use and Privacy policy.

17.5 Remote Work Location

17.5.1 Employee must designate a work space at home or another location that is maintained is a safe condition, free from hazards. Teleworker is responsible for completing a work space safety review. Any accident must be brought to the immediate attention of their manager. Teleworker remains solely liable for injuries
to third persons and/or members of employee’s family on employee’s premises. The District of the ALD is not liable for damage to the employee’s real or personal property.

17.5.2 As part of teleworking responsibilities, the teleworker will ensure that safety and ergonomic standards are met in the designated work space. Although the work space does not have to be a separate room, it must have adequate lighting, ventilation, and furniture that is ergonomically comfortable and safe to use.

17.5.3 Teleworker will take all reasonable precautions necessary to secure District ALD information and equipment in their work space, prevent unauthorized access to any District ALD system or information. Data and information used by teleworkers must be treated with the same caution and respect that confidential material is given in the office.

17.6 Request for a Teleworking Schedule

17.6.1 Employees requesting planned situational telework must submit a telework request to their immediate supervisor-manager for approval. The employee’s manager and the District Director must approve a request for teleworking schedule. This request will be held in the employee’s personnel file.

17.6.2 In the case of unplanned or emergency situational telework requests, the employee must submit a request to their manager. Management must reply back with their approval or denial, before the employee can telework that day(s).
PERSONNEL POLICY XVIII

KEY POLICY

18.1 Purpose. To establish and implement an effective lock and key management policy; establish responsibility and accountability among key users; provide legitimate work access for all employees/volunteers/contractors; to establish lock and key request and issuance procedures; to establish procedures for return of keys and keycards due to resignation, termination, retirement, etc.

18.2 Responsibility. The Facilities Manager and/or IT & Technical Services Manager is/are responsible for the overall administration of the lock and key system.

18.3 Types of Keys and Authorization Levels. Keys are the property of the Altadena Library District and must be returned to the Facilities Manager upon request. Keycards must be returned to the IT & Technical Services Manager upon request.

18.418.3 Key Records. A complete, official, computerized key and keycard record will be maintained for each key by the Facilities Manager and/or IT & Technical Services Manager.

18.518.4 Key Signature Form. Each Altadena Library District employee/volunteer/contractor that is issued a key will be required to sign a key signature form. Keys are issued to individuals, and each individual assumes responsibility for protecting assigned keys from unauthorized or inappropriate use of the assigned key(s).

18.618.5 Keys Loaning or Transferring. To protect the integrity of assigned areas, no issued key may be loaned or transferred to anyone without first notifying the Facilities Manager, who has the authorization to decline such request.

18.718.6 Duplicating Keys. It is against the Altadena Library District key policy to have any key duplicated by anyone other than the Building Facilities Manager. If it is discovered that a key has been illegally duplicated, disciplinary action up to and including termination of employment or service could result.

18.818.7 Lost/Stolen Keys. Lost/stolen keys must be reported immediately to the Department Manager and the Facilities Manager on a “Lost/Stolen Key” form. A replacement key will not be issued without a copy of this form. Employee is responsible for the cost of key and any potential rekeying or lock replacement.
18.918.8 Key Inventory List. Once a year, an annual key inventory review will be conducted by the Building Facilities Manager. This annual report will be reviewed for the accuracy of the volunteer roster and their current key requirements.

18.1018.9 After Hours Access. It is the responsibility of each employee/volunteer to secure the Altadena Library District facilities. Employees/volunteers cannot access the facilities after hours unless there is prior approval by their Department Manager.

18.1418.10 Equipment/Information Technology/Custodial Rooms. Access to equipment, information technology (IT) and custodial rooms will be restricted to facilities and IT personnel unless authorized by the IT or Facilities Manager.
DEPARTMENT: Agenda Item XI.d.               MEETING DATE: January 22, 2024
PREPARED BY: Nikki Winslow             LOCATION: Main Library Community Room

TITLE:  2023 ALD Operational Plan Final Report

BACKGROUND: The 2023 ALD Operational Plan was organized in support of the three service priorities that were identified in our 2020 Strategic Plan, as well as the complete review of the plan done by Strategic Planning Consultant Danielle Milam from September 2022-December 2022. Those three strategic priorities continue to be:

- We are Curious
- We are Connectors
- We are Neighbors

The Management Team presented our 2023 ALD Operational Plan Mid-Year Update to the Board for their review and feedback at the August 28, 2023 board meeting. It was organized to address all three of our Strategic Priorities with clear objectives and evaluation methods for each objective.

We have updated the plan for the Board’s review to reflect the final status of each of these goals. Based on a request from a Trustee at mid-year, we also included a new column that indicates the status of the objectives. As you can see in the following pages, the ALD staff have accomplished most of these objectives, with a few being moved to 2024 for completion.

Please see the following pages for this updated information.
## 2023 OPERATIONAL PLAN & GOAL

**We are CURIOUS.**

**Goal #1: Evaluate current and future resource and collection needs and changes through a renovation lens.**

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>START</th>
<th>END</th>
<th>STATUS</th>
<th>EVALUATION METHOD</th>
<th>EVIDENCE OF SUCCESS</th>
<th>FINAL REPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create a collection evaluation plan that considers needs during renovations</td>
<td>January 2023</td>
<td>Ongoing</td>
<td>IN PROGRESS</td>
<td>Use of circulation data and review of community need to determine which materials should remain available</td>
<td>Good physical and digital circulation numbers during renovations relative to amount of collection available for circulation</td>
<td>MIT (Moving and Inventory Team has formulated a collection review strategy (Project Schedule) which includes what materials will be brought from BL to Main and what will be brought to temporary housing. Commencement of the plan began in July. Next steps are to consider our purchasing strategy for the next few fiscal years.</td>
</tr>
<tr>
<td>Establishment of new vendor Electronic Data Interchange (EDI) setup with remaining vendors</td>
<td>January 2023</td>
<td>June 2023</td>
<td>COMPLETED</td>
<td>Successful electronic ordering, processing, and receipt of materials from newly established vendor.</td>
<td>Access to ordering from multiple vendors to ensure diverse material selection and prioritize processing accuracy and delivery efficiency.</td>
<td>We have completed electronic ordering setup with Ingram and Midwest and are evaluating costs, accuracy, and delivery efficiency of the new vendors versus existing.</td>
</tr>
<tr>
<td>Evaluate digital resources and provide devices to those who may not have them (and how)</td>
<td>January 2023</td>
<td>End of renovations</td>
<td>IN PROGRESS</td>
<td>Circulation data for Hotspots and Laptops (total circulation and amount checked out)</td>
<td>Distribution/Checkout of current in-house and circulating laptops and hotspots during renovation.</td>
<td>We have a mix of both 4G &amp; 5G hotspots that continue to be checked out. We also provide both Chromebooks and HP laptops for patrons to checkout in house or take home.</td>
</tr>
<tr>
<td>Complete our district-wide diversity audits and implement procedures for collection analysis and improvement, inclusive collection development training for all selectors</td>
<td>January 2022</td>
<td>Ongoing</td>
<td>IN PROGRESS</td>
<td>Use diversity audit to compare Youth &amp; Family Services (YFS) collection purchased through FY 20/21 to items purchased FY 21/22; Use audit results from Adult Services (AS) and Bob to develop strategies for continued selection.</td>
<td>Completed audit comparison and analysis of YFS collections; Completed audit of BL and AS collection; All Selectors complete inclusive collection development training Technical Services Team has developed a plan and updated out-of-date and inappropriate Subject Headings</td>
<td>The Adult collection’s auditing is 90% complete. Staff are continuing to audit and once completed, the analysis can begin.</td>
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<tr>
<td>Customize annual evaluation forms by job classification</td>
<td>Feb 2023</td>
<td>June 2023</td>
<td>PUSHED TO 2024</td>
<td>Work with MRG to update annual evaluations with competencies needed by position</td>
<td>Each job classification has a performance evaluation tailored to the essential functions and skills of that position.</td>
<td>Carried out a Professional Development Consulting Services RFP in the fall of 2023 and hired North Star Consulting. Will work with them to create a new customized performance evaluation system in 2024.</td>
</tr>
<tr>
<td>Establish Individual Development Plans</td>
<td>Feb 2023</td>
<td>Ongoing</td>
<td>COMPLETED</td>
<td>Individual meetings with staff, their managers and MRG to establish a 2023 IDP</td>
<td>IDPs are drafted and being discussed at monthly workplan meetings</td>
<td>All employees have discussed their IDP with their manager and are checking in monthly.</td>
</tr>
<tr>
<td>Continue development of onboarding and offboarding procedures for new, promoted or departing staff members</td>
<td>April 2023</td>
<td>October 2023</td>
<td>COMPLETED</td>
<td>Work with MRG on best practices in on and offboarding so there is a clear and sustainable process in place.</td>
<td>Both onboarding and offboarding steps and procedures are clearly defined and outlined for future use.</td>
<td>We have created new onboarding and offboarding checklists for all new or departing employees to standardize the process.</td>
</tr>
<tr>
<td>Deploy Niche Academy and first training</td>
<td>January 2023</td>
<td>April 2023</td>
<td>COMPLETED</td>
<td>Management Team using Niche to track progress and completion</td>
<td>All ALD staff have completed the PCI Training in Niche Academy</td>
<td>All Staff have completed the PCI Training and it is part of an onboarding training checklist. All staff meetings, Training Thursdays and other required training are assigned in Niche Academy.</td>
</tr>
<tr>
<td>Implement Training Tuesday</td>
<td>March 2023</td>
<td>Ongoing</td>
<td>COMPLETED</td>
<td>Amount of trainings developed and completed</td>
<td>Development of 15 staff trainings including PCI and customer service and making them available via Niche Academy.</td>
<td>As of December, there are 15 staff created trainings and nearly 50 recorded meetings for staff review. We continue to add trainings and recorded meetings monthly.</td>
</tr>
<tr>
<td>Continue Project READY and other EDI training</td>
<td>Ongoing</td>
<td>Decembe r 2023</td>
<td>ONGOING</td>
<td>All staff continue to work through Project READY and hold small group discussions after each module; Research and select</td>
<td>Completion of Project READY modules depending on start date of existing and new employees.</td>
<td>Modules continue to be completed in cohorts. New cohorts are developing to incorporate incoming staff members and to create</td>
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appropriate trainings on all-abilities programming and service training

smaller, more intimate group conversation. In May, we signed up for Digging Deeper in Antiracist Library Cultures webinars offered by Library Journal.

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<tr>
<td>Create an audit tool to evaluate the diversity of library programs and to develop EDI programming standards.</td>
<td>January 2023</td>
<td>Ongoing</td>
<td>IN PROGRESS</td>
<td>Audit tool development and staff training</td>
<td>Completed audit tool and its implementation across public service departments to begin the process of collecting data for program analysis.</td>
<td>The audit tool is still in its development stage. Staff will use the existing program evaluation form as the tool. A team of managers meets monthly to move this work forward for 2024</td>
</tr>
<tr>
<td>Measuring and Collecting Feedback/ User Experiences/ Measuring Success</td>
<td>January 2023</td>
<td>Ongoing</td>
<td>ONGOING</td>
<td>Program survey data</td>
<td>Consistently offering the program evaluation survey and using data from it to define/measure successful programs.</td>
<td>We offered program evaluation surveys at most ALD events and programs to gather feedback. We received 269 evaluation submissions and 87% of the evaluations rated the event/program as excellent.</td>
</tr>
<tr>
<td>Develop and provide special needs programming for patrons of all ages</td>
<td>January 2023</td>
<td>Ongoing</td>
<td>IN PROGRESS</td>
<td>Increased engagement with special needs patrons; Increased feedback by participants and partner organization</td>
<td>At least 2 programs hosted at the Main or BL branch; At least 1 program hosted by a partner organization</td>
<td>YFS has committed to planning a program for the winter season. BL provided 3 Sensory Storytimes during the Fall programming season. Monthly programs will continue on a recurring basis.</td>
</tr>
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</table>
## Goal #4: Utilize targeted marketing strategies to increase awareness of library programming and services

<table>
<thead>
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<tbody>
<tr>
<td>Development of personalized marketing strategy to target patron specific needs</td>
<td>January 2023</td>
<td>Ongoing</td>
<td>IN PROGRESS</td>
<td>Review of use statistics and email views and click throughs in Patron Point marketing emails. Deployment of additional targeted email campaigns</td>
<td>Increased use of digital assets such as library’s electronic resources, website, and app., and increased program attendance and growth of social channels, including Teen Instagram page</td>
<td>In the final testing phase of using Patron Point for automated emails (holds, overdues, etc.) More engaging content (links to events, catalog and digital reading) have been added to the automated emails. IN PROGRESS: in the final states of validating and implementing a welcome email campaign (4 emails) to onboard new patrons with library services, materials, and programs.</td>
</tr>
<tr>
<td>Board of Trustee Membership and elections/redistricting</td>
<td>January 2023</td>
<td>Ongoing</td>
<td>COMPLETED</td>
<td>Ongoing</td>
<td>Launch of page on ALD site; promotion of community engagement in social channels</td>
<td>Launched redistricting process webpage in January 2023. Promoted schedule of public meetings on website home page, posted multiple times in social channels (IG/FB/ND) during process, as well as in community FB groups. Webpage updated with final decision/map.</td>
</tr>
</tbody>
</table>

We are CONNECTORS.
<table>
<thead>
<tr>
<th>Objective</th>
<th>Start</th>
<th>End</th>
<th>Status</th>
<th>Evaluation Method</th>
<th>Evidence of Success</th>
<th>Final Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expand merchandising of library branded items</td>
<td>January 2023</td>
<td>Ongoing</td>
<td>PUSHED TO 2024</td>
<td>Collaboration with support groups to strategize distribution; Sales data collected from website</td>
<td>E-commerce site in partnership with support group and ALD branded collection by November 2023; creation of physical merchandise displays in Main Library and BL; profit from sales</td>
<td>A meeting was held with our the Altadena Library Foundation President to discuss the logistics of selling library branded items through that support group. Brin and Nikki are exploring e-commerce options and identifying a local vendor to purchase the items through.</td>
</tr>
<tr>
<td>Grow bilingual marketing for programs and services</td>
<td>January 2023</td>
<td>Ongoing</td>
<td>ONGOING</td>
<td>Evaluate process for translation service for efficiency; continue to focus limited resources on long-term marketing materials (brochures/ongoing programs and events; observe and report on usage of bilingual marketing materials</td>
<td>By July 2023: Monthly eConnect and all long-term marketing materials available in both English and Spanish; increased attendance from Spanish speaking patrons</td>
<td>Youth and Family monthly calendar flyers are printed in both English and Spanish. Flyers for larger community events (book sale, summer reading kickoff) translated into both English and Spanish. Currently reviewing patron trifold brochure in Spanish to be ready for spring. Working with wider group of staff who are bilingual for translation.</td>
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**Goal #5: Maintain and expand partnerships and connections with the community of Altadena.**

<table>
<thead>
<tr>
<th>Objectives</th>
<th>Start</th>
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<th>Evaluation Method</th>
<th>Evidence of Success</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Assessment of Read Local Shop Local (RLSL) Program participation and potential updates.</td>
<td>January 2023</td>
<td>December 2023</td>
<td>COMPLETED</td>
<td>Conversations with current businesses and potential new partners; Koha statistics reports</td>
<td>Positive feedback from current RLSL partners; Multi-year plan for program going forward; Successful RLSL Market event.</td>
<td>RLSL relaunched in February 2023 with new incentives and businesses. Each month, 1-2 businesses receive a spotlight in our Altadena Connections newsletter,</td>
</tr>
</tbody>
</table>
as well as an in-house display feature in the Main Library. We currently have 11 business enrolled and 3 of them have deposit libraries. There are 50+ patrons enrolled. We are building new strategies to increase these numbers in 2024.

| Provide early literacy and community resources for Parents and Educators | May 2023 | December 2023 | ONGOING | Statistics on page navigation; feedback from parents and educators; use of early literacy handout | Awareness of webpage and utilization of resources; Creation of an early literacy handout for patrons; Research into potential early literacy strategies; Connection with an early literacy consultant; Creation of early literacy kits and handouts | We officially became a hub site in the Growing Together Pasadena network, which will allow us access to early literacy and community resources. We are also featured in the new “Getting Ready for K” campaign, which is sponsored by the Pasadena Public Health Department. We have started an Early Literacy Shelf that includes several book kits, early literacy kits, a parenting shelf collection, and book lists by grade levels. LovEvery kits will be added that include early learning toys. |
We are NEIGHBORS.

**Goal #6: Maintaining library services during closures due to renovation by providing resources and programming outside of existing facilities.**

<table>
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<tbody>
<tr>
<td>Further extend library materials access beyond traditional library locations</td>
<td>January 2023</td>
<td>December 2023</td>
<td>COMPLETED</td>
<td>Circulation of materials in library materials vending machine(s) in key locations in the community</td>
<td>Deployment and patron use of library materials vending machine(s) in key locations in the community</td>
<td>Two (2) Library Materials Vending Machines were purchased through an RFP process. International Library Services delivered, installed and trained staff on the machines in October 2023 and both machines were launched that month as well. One machine is at Prime Pizza on the east side of town. We are still locating a second location for one of the machines, hopefully on the west side of Altadena instead of at Main Library.</td>
</tr>
<tr>
<td>New curiosity connection conversion and launch</td>
<td>January 2023</td>
<td>June 2023</td>
<td>IN PROGRESS</td>
<td>Identify service design for second vehicle; purchase under budget and add modifications where needed</td>
<td>Successful launch of second vehicle and regular usage by staff</td>
<td>The second vehicle was purchased in February and officially named “Volume 2”. Security system, camera system, and back up beeper have been installed. A mobile library collection has been purchased and continues to expand. Shelving and a loading ramp were purchased and installed and the van will be wrapped in early 2024. Hope to deploy in March 2024.</td>
</tr>
<tr>
<td>Optimize/update ALD website (including ADA compliance)</td>
<td>January 2023</td>
<td>Ongoing</td>
<td>IN PROGRESS</td>
<td>Survey patrons and staff on ease of use, mobile friendliness, search</td>
<td>Website will be updated/optimized in incremental stages; Data</td>
<td>The website is currently undergoing multiple updates. Complete: addition of a</td>
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</tbody>
</table>
capabilities, and ability to find what they are looking for. Review Google analytics (bounce rate) for issue areas/landing pages collected from survey after major updates and ongoing anecdotal feedback from patrons and staff; Faster load time, ease of discoverability compared to previous website iteration. Implement feedback form on site for patron issues with site. community request form, webpage for Extended Access, Homebound Delivery service. IN PROGRESS: Revamping of YFS pages, restructuring of database page for usability, and ongoing edits for other pages. Once website updates are complete, optimization efforts will commence.

Goal #7: Bringing resources and services to patrons where they are.

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>START</th>
<th>END</th>
<th>STATUS</th>
<th>EVALUATION METHOD</th>
<th>EVIDENCE OF SUCCESS</th>
<th>FINAL REPORT</th>
</tr>
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<tbody>
<tr>
<td>Identify locations throughout the community for pop-up and other programming</td>
<td>January 2023</td>
<td>December 2023</td>
<td>COMPLETED</td>
<td>Research and identify locations in the community to visit. Establish a consistent schedule of visits.</td>
<td>Increased number of outreach visits. Successfully implementing a schedule of visitation</td>
<td>Outreach continues to increase, including invitations to events we’ve never attended before. RLSL visits will resume monthly and all 6 deposit libraries are visited bi-monthly.</td>
</tr>
<tr>
<td>Project</td>
<td>Start Date</td>
<td>End Date</td>
<td>Status</td>
<td>Description</td>
<td>Comments</td>
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<tr>
<td>Strengthen relationships with local Transitional Age Youth Residential Programs</td>
<td>January 2023</td>
<td>Ongoing</td>
<td>ONGOING</td>
<td>Evaluations or anecdotal feedback from visits; consistency/frequency of communication; statistics from interactions and deposit libraries</td>
<td>Scheduled regular visits; establishing and maintaining deposit libraries; ongoing communication</td>
<td>YFS staff are attending quarterly Regional Community Alliance Meetings led by the Pasadena DCSF office where we are increasing communication with local organizations that specifically work with transitional age youth. YFS staff participate in monthly a monthly Student Engagement Group through Collaborate PASadena with local organizations that service youth/teens. YFS staff have also maintained communication with staff at Five Acres in Altadena.</td>
</tr>
<tr>
<td>Develop a Homebound Services strategy</td>
<td>Summer 2023</td>
<td>Ongoing</td>
<td>COMPLETED</td>
<td>Number of registrations; circulation, number of trips; use of marketing materials; conversations with possible partners to increase reach</td>
<td>Successful implementation of Homebound Services with a documented workflow process; Active participation by community</td>
<td>Homebound Services officially launched in November 2023 and staff have a schedule for deliveries. We currently have 2 patrons enrolled.</td>
</tr>
<tr>
<td>Develop a public map of the Little Free Libraries and Deposit Libraries to create a consistent plan for visits. Develop process for new installations</td>
<td>January 2023</td>
<td>August 2023</td>
<td>IN PROGRESS</td>
<td>Feedback from our support group; number of requests to receive a LFL; Increased usage of LFL and Deposit Libraries.</td>
<td>Completion of a public map; Scheduled regular visits; Successful process for new installations; Increased number of Deposit Libraries</td>
<td>Deposit Libraries are being visited bi-monthly. A consistent schedule of visits for the LFL is in development, as well as the process for new installations. The map containing both has been created and Marketing is in the process of uploading it onto the website.</td>
</tr>
</tbody>
</table>
### Goal #8: Move building renovation process forward for both library sites including community feedback and buy in.

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<thead>
<tr>
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<th>FINAL REPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide District transparency in the renovation process.</td>
<td>March 2022</td>
<td>Ongoing</td>
<td>ONGOING</td>
<td>Feedback and input built into the design work by our architectural firm, especially as it relates to the historical significance of both library buildings</td>
<td>Positive input concerning the library designs. Overall satisfaction from community members and groups about the proposed designs.</td>
<td>We continued to provide building project updates at each monthly Town Council meeting. Held two Town Halls in January 2023 for the Main Library project. The Communications Working Group also established a messaging campaign including videos, direct mailers and more that will run through the two building projects.</td>
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<td>Encourage community participation through Town Halls and other open meetings to inform the library design process.</td>
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<tr>
<td>Continue Work with Capital Project Management (CPM) Firm and Architectural team to create design for both libraries</td>
<td>January 2022</td>
<td>Ongoing</td>
<td>ONGOING</td>
<td>Schedule regular meetings with the CPM and ABA to develop design plans; meet with the Community Focus Group and other public-facing town hall meetings in the community to gather feedback and input on design process</td>
<td>Designs incorporate feedback and input provided by staff, stakeholders and community members in an open and transparent way; building plans reflect universal and inclusive design</td>
<td>Management continues to participate on the Facilities Committee and its weekly meetings. Made progress with a new planner with LA County to get the Conditional Use Permit for the Bob Lucas Library in January 2024. We applied for a second round of grant funding through the California State Library but did not get additional funding. Worked with CSL to get an extension on the Round One funding we did receive and are in the process of trying to make more parts of the Main Library project eligible for that $7.5 million grant. Got Design Documents for the Main Library approved by the Board in January 2024 so will move into Construction Documents next and already filed paperwork for permits for the Main Library with LA County.</td>
</tr>
<tr>
<td>Preparing buildings for closure, remodel, and reopening</td>
<td>January 2022</td>
<td>Completion of design process per building</td>
<td>ONGOING</td>
<td>Analyze items to keep, store, and dispose of and evaluate size needed to store items kept; Identify appropriate space found for temporary service locations and/or needed storage; Costs for</td>
<td></td>
<td>The MIT (Moving and Inventory Team) met monthly for the first half of 2023. That team inventoried equipment/furniture and oversaw the plan for weeding/transitioning</td>
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<td>alternate sites and/or storage locations</td>
<td>storage kept as low as possible</td>
<td>materials from Bob Lucas. The Facilities Committee also met with LA County to identify an alternate site for the Main Library closure with hopes of entering into an agreement with them in 2024. The team will begin meeting again in 2024 with our Facilities Assessment Consultant Carlos Baffigo to develop a full moving, inventorying and relocation schedule.</td>
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