



**SACRAMENTO PUBLIC LIBRARY AUTHORITY BOARD
THURSDAY, SEPTEMBER 26, 2019
3:00 PM TO 5:00 P.M.
SACRAMENTO COUNTY BOARD OF SUPERVISORS CHAMBERS
700 H STREET, SACRAMENTO, CA**

The Board welcomes and encourages participation at Board meetings. Comments are limited to three minutes so that everyone may be heard. Public testimony will be permitted on each agenda item as it is called. Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed during the general public comment period. When several persons address the Board on a single matter, the Board limits testimony to 15 minutes or as the Chair may determine. Members of the audience wishing to address the Board should complete a speaker identification form located at the back of the room and give it to the Clerk. Please speak into the microphone when addressing the Board, and state your name for the record.

This agenda provides a brief description of each item to be discussed. The Board may take action different from that recommended by staff. Categorization of an item as other than an “action item” does not preclude the Board from taking action with respect to that item.

This meeting of the Sacramento Public Library Authority Board is being videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the government affairs channel on the Comcast and SureWest Cable Systems, and will be webcast at www.sacmetroable.tv. This meeting is closed captioned. Today’s meeting is being shown LIVE, and will be repeated on the following Saturday at 4 p.m. Information regarding additional replay times may be obtained by calling Sacramento Metro Cable TV at 916.874.7685. A DVD copy will be available for checkout from any library branch no later than two weeks following today’s meeting. The full agenda, including reports, is available on the Library website at www.saclibrary.org.

Meetings are accessible to persons with disabilities. Requests for interpreting services, assistive listening devices or other special assistance should be made to the Clerk of the Board by calling 916.264.2808 (TDD 916.264.2855) at least 48 hours prior to the meeting.

Sacramento Public Library Authority Board

Darren Suen Chair City Council City of Elk Grove	Sue Frost Vice Chair Board of Supervisors County of Sacramento	Angelique Ashby City Council City of Sacramento	Larry Carr City Council City of Sacramento	Shawn Farmer City Council City of Galt
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Susan Peters Board of Supervisors County of Sacramento	Jay Schenirer City Council City of Sacramento	Phil Serna Board of Supervisors County of Sacramento	Jeffrey Slowey City Council City of Citrus Heights	Allen Warren City Council City of Sacramento
Jennifer V. Gore Authority Counsel	Rivkah K. Sass Library Director Secretary of the Board	Johnny Ea Finance Manager Treasurer	Roxana Puerner Clerk of the Board	



SACRAMENTO PUBLIC LIBRARY AUTHORITY BOARD
THURSDAY, SEPTEMBER 26, 2019, 3:00 PM TO 5:00 P.M.
SACRAMENTO COUNTY BOARD OF SUPERVISORS CHAMBERS
700 H STREET, SACRAMENTO, CA

1. **Call to Order**
2. **Public Comment on Matters Not on the Agenda**
3. **Presentations**
 - 3.1 Friends of the Sacramento Public Library
Receive and File
4. **Closed Session**

Conference with legal counsel - Potential litigation Gov. Code Section 54956.9 (b)(4): One case.
5. **Director's Report**
 - 5.1 Director's Report
Receive and File.
[5.1 Director's Report - ATT A - August 2019 Statistics .pdf](#)
[5.1 Director's Report - ATT B - 2019 Career Online High School Graduation photos.pdf](#)
6. **Information**
 - 6.1 Summer Reading Program
Receive and File
7. **Consent**
 - 7.1 Action Summary
Approve and File
 - 7.2 Contract Approval: Landscaping Services - Environmental Landscape Solutions
Adopt Resolution 19-38, approving the contract with Environmental Landscaping Solutions for landscape maintenance service for a period of two years, commencing October 1, 2019, with the option to renew for one additional year, through September 30, 2022, in an amount not to exceed \$600,000.
[7.2 Contract Approval - Landscaping Services - Environmental Landscape Solutions - RES](#)

[19-38.pdf](#)

[7.2 Contract Approval - Landscaping Services - Environmental Landscape Solutions - EXH A - Non-Professional Services Agreement.pdf](#)

- 7.3 Contract Renewal: Video Surveillance Systems Services -- Ojo Technology
Adopt Resolution 19-39, approving the option to renew the Video Surveillance Systems Services contract with Ojo Technology for one additional year.

[7.3 Contract Renewal - Video Surveillance Systems Services - Ojo Technology - RES 19-39.pdf](#)

[7.3 Contract Renewal - Video Surveillance Systems Services - Ojo Technology - EXH A - Second Amendment.pdf](#)

- 7.4 Orangevale Library Expansion Project
Adopt Resolution 19-40, approving the Terms and Conditions of Sacramento County Lease 1864 for the expansion of the Orangevale Library.

[7.4 Orangevale Library Expansion Project - RES 19-40.pdf](#)

[7.4 Orangevale Library Expansion Project - EXH A - Library Lease.pdf](#)

[7.4 Orangevale Library Expansion Project - ATT A to EXH A - Outline Specifications.pdf](#)

[7.4 Orangevale Library Expansion Project - ATT B to EXH A - Janitorial Specifications.pdf](#)

[7.4 Orangevale Library Expansion Project - ATT C to EXH A - Legal Description.pdf](#)

[7.4 Orangevale Library Expansion Project - ATT D to EXH A - Maintenance Timelines.pdf](#)

[7.4 Orangevale Library Expansion Project - EXH B- Library Authority vs. County Lease Cost Share.pdf](#)

8. Action

- 8.1 FY 2019-20 Final Budget, Position Control Listing, and Fine and Fee Structure
Adopt Resolution 19-41, approving the FY 2019-20 Sacramento Public Library Authority Final Budget, Position Control Listing, and Fine and Fee Structure.

[8.1 FY 19-20 September Final Budget, Position Control, and Fines and Fees Structure - Staff Report.pdf](#)

[8.1 FY 19-20 September Final Budget, Position Control, and Fines and Fees - RES 19-41.pdf](#)

[8.1 FY 19-20 September Final Budget, Position Control, and Fines and Fees Structure - EXH A-1 Fund Balances.pdf](#)

[8.1 FY 19-20 September Final Budget, Position Control, and Fines and Fees Structure - EXH A-2 to A-5.pdf](#)

[8.1 FY 19 - 20 September Final Budget, Position Control, and Fines and Fees Structure - EXH B - Position Control listing.pdf](#)

[8.1 FY 19-20 September Final Budget, Position Control, and Fines and Fees Structure - EXH C Proposed Fines and Fees Structure.pdf](#)

- 8.2 Sacramento Coalition for Digital Inclusion
Issue a Proclamation Recognizing October 7 to 11 as Digital Inclusion Week to raise awareness about the importance of achieving digital equity in Sacramento.
- [8.2 Sacramento Coalition for Digital Inclusion - ATT A - Report.pdf](#)
- [8.2 Sacramento Coalition for Digital Inclusion - ATT B - A Proclamation Celebrating National Digital Inclusion - October 7 - 11, 2019.pdf](#)

8.3 Library Director Contract Amendment

Adopt Resolution 19-42, approving the attached Amendment No. 2 to the Library Director's contract to include a 2.5% increase to the Library Director's compensation and authorize the Chair of the Board to execute the amendment.

[8.3 Library Direction Contract Amendment - RES 19-42.pdf](#)

[8.3 Library Director Contract Amendment - EXH A - Amendment No. 2 to R Sass Employment Agreement.pdf](#)

9. Reports, Ideas and Questions from Board Members

10. Adjourn



September 26, 2019

Agenda Item 3.1: Friends of the Sacramento Public Library

TO: Sacramento Public Library Authority Board

FROM: Rivkah K. Sass, Library Director

RE: Friends of the Sacramento Public Library

SUGGESTED ACTION(S):

Receive and File

BACKGROUND:

No written report.

ATTACHMENT(S):

September 26, 2019

Agenda Item 5.1: Director's Report

TO: Sacramento Public Library Authority Board

FROM: Rivkah K. Sass, Library Director

RE: Director's Report

SUGGESTED ACTION(S):

Receive and File.

BACKGROUND:

JOHN KRIEGE PUBLIC COMMENT

Mr. Kriege attended the August Authority Board meeting to express concerns about the Library's website. Many of his concerns related to the migration to a new interface for the Library catalog that impacted some user functions. Staff is working with the vendor to implement some needed changes.

EXPANDED SUMMER HOURS – COLONIAL HEIGHTS, MARTIN LUTHER KING JR. AND VALLEY HI-NORTH LAGUNA LIBRARIES

Library staff received notice from the City of Sacramento in February that funding to provide 7-day-per-week service during the summer would be available to the Martin Luther King Jr. (KIN) and Valley Hi-North Laguna (VAL) libraries. In June, an extra \$50,000 was designated to add services to Colonial Heights (CHS) Library.

KIN and VAL began providing service on June 3 and CHS began 7-day operations on July 8. All three libraries continued these expanded hours through the end of August. The outcomes were what library staff expected: enthusiasm, gratitude, increased access to summer meals for children and added access to technology and other resources for users of all ages.

The three libraries served a total of 7,216 lunches during the summer, more than one-third of the meals that were served system-wide.

The libraries were able to buy new books, materials and STEM kits, to add critical staff, including bilingual staff and librarians for programs. They were also able to offer STEM programming, such as coding classes, Ozobots, meme yourself (green-screen technology), and stop-motion animation. In addition, art pens and sketch pads were available to teens as a means to reduce stress through creative writing and dance classes taught by Ms. Tee.

Colonial Heights had a digital art installation coordinated by one of the Library's digital inclusion partners, Azizi Penn. Ms. Penn worked with neighborhood children and teens who served as mentors during the process of designing and setting up the installation. The students learned coding and how to collaborate, and did hands-on art creation. Branch supervisor Amanda Sambrano-Ensele

Nathan Milos, youth services librarian at the Valley Hi-North Laguna Library, reported that Sunday programming was far more successful than last year, with 40 to 50 people in attendance each week. Staff received compliments from families about every program and found that patrons really enjoyed the diverse nature of the programs. Three science-based programs were offered: one on space, one on STEM in general, and one on oceans. A particularly

engaged Oceans Rock presenter used an inquiry-based model of presentation, modeling scientific thinking. By asking questions, the presenter helped the children discover the scientific principles that undergirded the presentation. There were also magicians, marionettes, African music, a hip-hop workshop, and a program with live birds. None of this would have been possible without funding from the City.

Consistent among the feedback from the three libraries are stories from grateful library users who were able to attend educational programs, receive healthy meals for their children, have greater access and, of course, check out materials.

KIN Supervisor Ray Stanley shared a story that encapsulates the impact of all of this on the public and demonstrates the Library's Welcoming Spaces priority. A family of recent arrivals to America were looking for a safe, engaging and welcoming space to ease their transition to their new country and surroundings. The husband and wife brought their kids and the kids' cousins to the library every day. The food, toys and technology kept them engaged, fed, and more able to create a way forward as they got used to all things new. By the end of the summer, the parents were helping with programs and lunch activities. All of this was offered because of the extra funding.

AFTER-SCHOOL MEALS TO BEGIN OCTOBER 1

Building on the success of Lunch at the Library, a new initiative will provide After-School Meals at least two days per week in nine library locations. The library, in partnership with United Way California, Capitol Region, will offer free meals for kids and teens 18 and younger beginning Oct. 1. Meals will be provided free, with no eligibility, ID or paperwork requirement. This will help address food insecurity in the community, and will enhance existing programming for kids and teens. This is a pilot program, and will be assessed for expansion to more locations as we learn how to best roll it out.

Library Meal Sites

Arden-Dimick Library, North Highlands-Antelope Library and Walnut Grove Libraries
Tuesdays and Thursdays, from 4 to 5 p.m.

Belle Cooledge Library
Wednesdays and Thursdays, from 4:30 to 5:30 p.m.

Del Paso Heights Library
Tuesdays, Wednesdays and Thursdays, from 4 to 5 p.m.

North Natomas Library
Wednesdays and Fridays, from 3 to 4 p.m.

North Sacramento-Hagginwood Library
Tuesdays, Wednesdays and Thursdays, from 4 to 5 p.m.

Southgate Library
Tuesdays and Thursdays, from 5 to 6 p.m.

Sylvan Oaks Library
Mondays and Wednesdays, from 4 to 5 p.m.

HARWOOD INSTITUTE FOR PUBLIC INNOVATION -- RICH HARWOOD NATIONAL SPEAKING TOUR

On Sunday, Sept. 15, more than 100 people attended Rich Harwood's keynote address, which centered on enabling communities to become a collective force for change. The Harwood Institute for Public Innovation partners with communities and public libraries across America to equip them with the tools to bridge divides, build capacity and

tackle shared community challenges. In 2017 and 2018, Sacramento Public Library implemented the Harwood practice of collecting public knowledge to formulate a plan to improve access for people with disabilities.

Sacramento Public Library, through information gathered at community conversations, learned that safety and civility are two top concerns that people share. At Sunday's event, Harwood said that it takes each of us to step forward and restore belief in one another, because it's becoming obvious that we are turning our backs on each other.

Harwood shared a story about a community in Kentucky wracked by opioid addiction, a place where parents outweigh youth in addictions. That community came together to create sports leagues for youth to play basketball and connect with adult volunteers who care about them. That program grew to more than 1,000 youth in two years. Peer opioid counselors were found to be more effective than professional counselors, the community decided. Addicts found more success working with counselors who had personal experience.

Harwood believes that most communities are hunkered down waiting for the next great politician to solve their problems, but it's the people, the creators, the doers and the builders who see possibilities and who will get things done. People should not wait for the government to solve community concerns, but focus on what matters to people — shared aspirations, followed by action.

The keynote ended with question-and-answer period in which Harwood provided additional examples of communities grappling with concerns that are being addressed by taking action, rather than just talking. Communities need to get on a more positive trajectory, which will breed momentum and hope. He said we need to hold real conversations -- not fake ones -- and have the humility to listen.

After Roundtable participants convened in the next room, Harwood led an informal discussion, took questions and provided insights. Some of the concerns in our community were centered on personal challenges and how one manages burnout while serving others, along with homelessness, racial equality, a lack of connectedness, respect and civility.

Roundtable participants were given a copy of Harwood's "Stepping Forward," an Amazon bestseller. A video of the keynote message was recorded and will be available in the coming weeks.

Community conversations will continue throughout Sacramento County through December 2019. Find a conversation to join on the library event calendar (keyword "Harwood") or go to <http://saclibrary.evanced.info/signup/List>. Community conversations will enhance the Library's strategic plan and put us on a trajectory toward a shared purpose for Sacramento.

2019 CITY OF SACRAMENTO COMMUNITY SURVEY

In August, the office of the City Auditor released its 2019 survey of the community. A first glance indicates that the Library ranked positively, third after Fire and Ambulance services, respectively. Staff are doing additional analysis on the survey and additional information will be reported later.

LIBRARY IN THE NEWS

The Sept. 1 edition of the Sacramento Bee included three articles about the Library, including a front-page piece on what Sacramento is reading that featured an interactive map of the five most popular books checked out from each location, a profile of Rivkah's 10 years at the Library and a Viewpoint essay in the Forum section on the ways the Library supports early learning through its programs and services.

FACILITIES MASTER PLAN UPDATE

At the February 2019 Authority Board meeting, the Board approved Resolution No. 19-05 approving the suspension of competitive bidding for the Sacramento Public Library 2020-2030 Facility Master Plan in the best interest of the Library Authority and approving the use of an alternative Request For Proposal (RFP) solicitation process. Since the

Boards approval in February, the County of Sacramento informed Library staff that the County sought to do a Facility Master Plan for the unincorporated libraries in the County of Sacramento, independent of Sacramento Public Library Facilities Master Planning initiatives. The Libraries covered are as followed.

- Arcade Library 2443 Marconi Ave. Sacramento, CA 95821
- Arden Dimick Library 891 Watt Ave., Sacramento, CA 95864
- Carmichael Library 5605 Marconi Avenue, Carmichael, CA 95608
- Nonie Wetzel Courtland 170 Primasing Ave. Courtland, CA 95615
- Fair Oaks Library 11601 Fair Oaks Blvd. Fair Oaks, CA 95628
- North Highlands – Antelope Library 4235 Antelope Road, Antelope, CA 95843
- Orangevale Library 8820 Greenback Lane Orangevale, CA 95662
- Rancho Cordova Library 9845 Folsom Blvd. Sacramento, CA 95827
- Rio Linda 6724 6th St., Rio Linda, CA 95673
- Southgate Library 6132 66th Ave. Sacramento, CA 95823
- Sylvan Oaks Library 6700 Auburn Blvd., Citrus Heights, CA 95621
- Walnut Grove Library 14177 Market Street Walnut Grove, CA 95690
- Vineyard Library 7669 Bradshaw Road, Sacramento, CA 95829 (pending future construction)

After much discussion between the County and the Library staff, it was determined that in order to maintain continuity and uniformity of the master planning efforts, the Library would work in partnership with the County for the selection of a vendor, development of project scope, and project implementation. The Library will be allowed to piggy-back off the contract for the selected County Vendor, to ensure alignment between County and Library efforts.

In November, a recommendation to award a contract to Group 4 Architecture, Research and Planning will go before the County Board of Supervisors for approval. Upon approval, staff will return to the Authority Board for approval to engage Group 4 Architecture, Research and Planning for Facility Master Planning services.

LIBRARY USERS GO EVERYWHERE

A recent trip to observe baby, toddler and family storytimes as well as a music program and an art program (painting with vegetables to celebrate Farm-to-Fork) yielded this information: Library users with young children will literally visit any location for the education, entertainment and socialization that Library programs offer. A father who is staying home full time until his daughter turns two visited Belle Cooledge, Arden-Dimick and Central libraries within the course of five days. A grandmother attended programs at Belle Cooledge, Central and Fair Oaks. Their stories were the same: the Library offers programs that provide the learning their children/grandchildren need.

CAREER ONLINE HIGH SCHOOL GRADUATION CEREMONY

The annual graduation was held on Sept. 19 with more than two dozen graduates participating and more than 100 friends, families and supporters cheering them on. As experienced every year, the ceremony is raucous, happy and touching.

KCRA filmed a touching story of one of the graduates, Christine Green, found here:
<https://www.kcra.com/article/sacramento-california-library-diploma-program/29124299>

ATTACHMENT(S):

[5.1 Director's Report - ATT A - August 2019 Statistics .pdf](#)

[5.1 Director's Report - ATT B - 2019 Career Online High School Graduation photos.pdf](#)

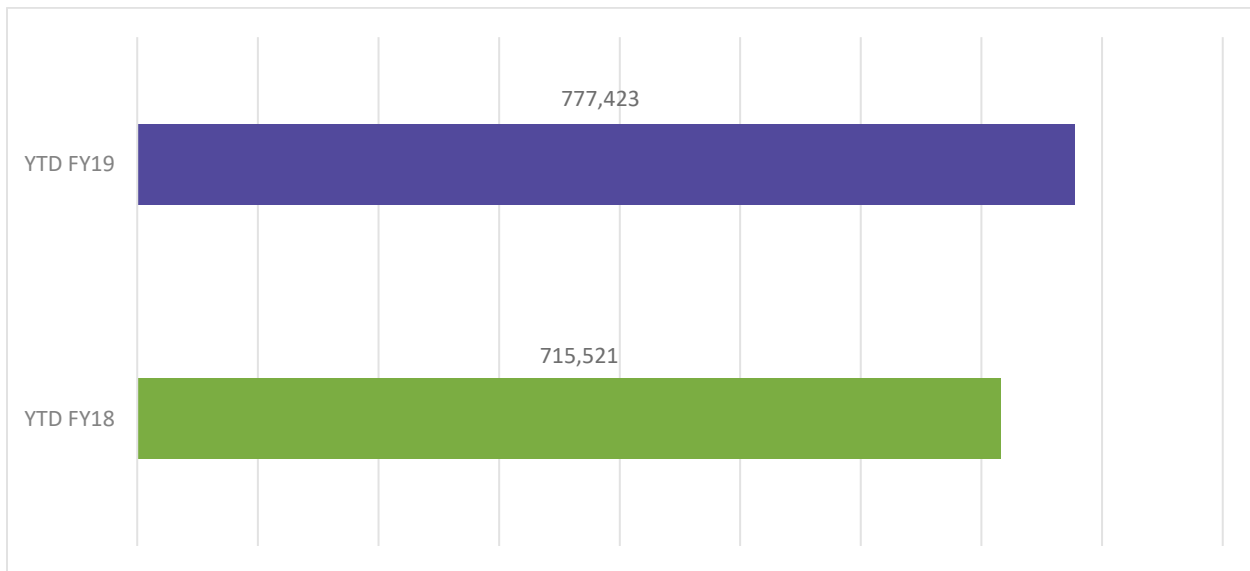


Monthly Public Services Statistics

August 2019

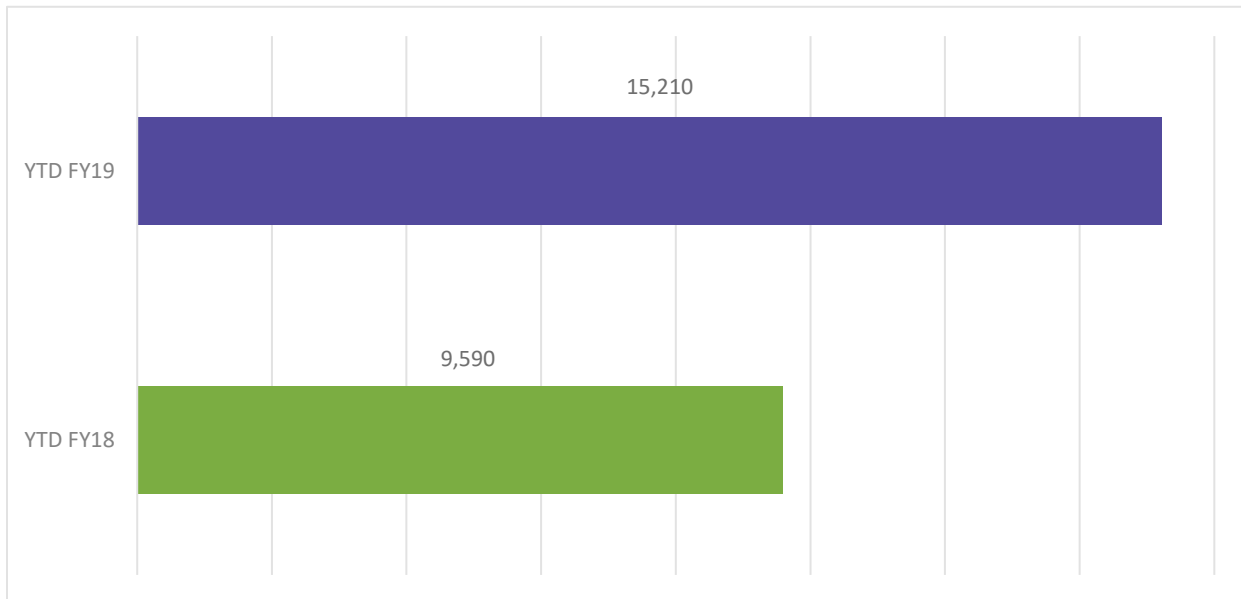
Sacramento Public Library

Library Cardholders



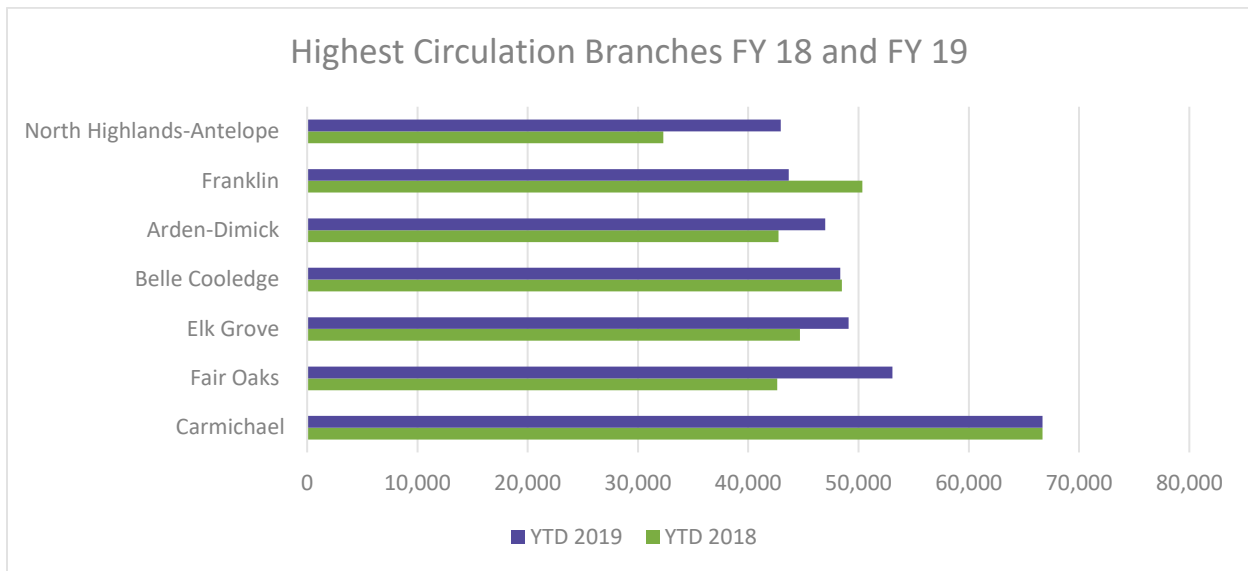
August 2019 cardholders were 777,423, an increase of 61,902, or 8.7% over August 2018. Each month is a snapshot of current number of cardholders.

Library Card Registrations



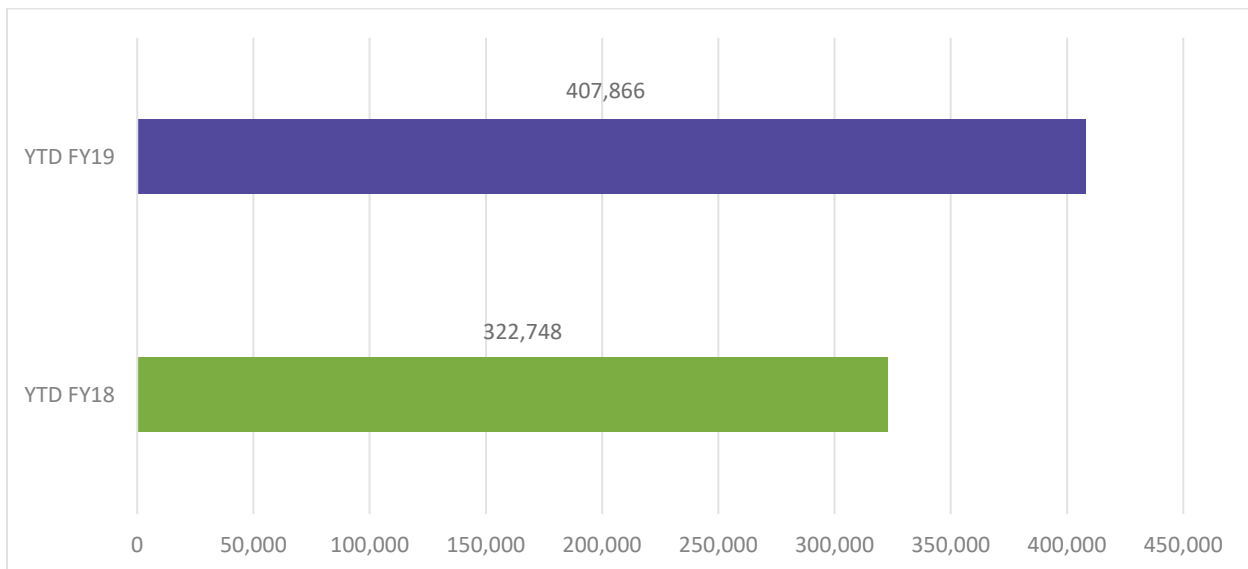
Year-to-date library card registrations in August 2019 were 15,210, an increase of 5,620 or 58.6%, over August 2018.

Reading Circulation



Total year-to-date circulation in August 2019 was 1,509,242, an increase of 102,247 or 7.3%, over the August 2018 circulation number of 1,406,995. The chart above shows the branches with the highest circulation numbers in fiscal years 2018 and 2019 for the month of August.

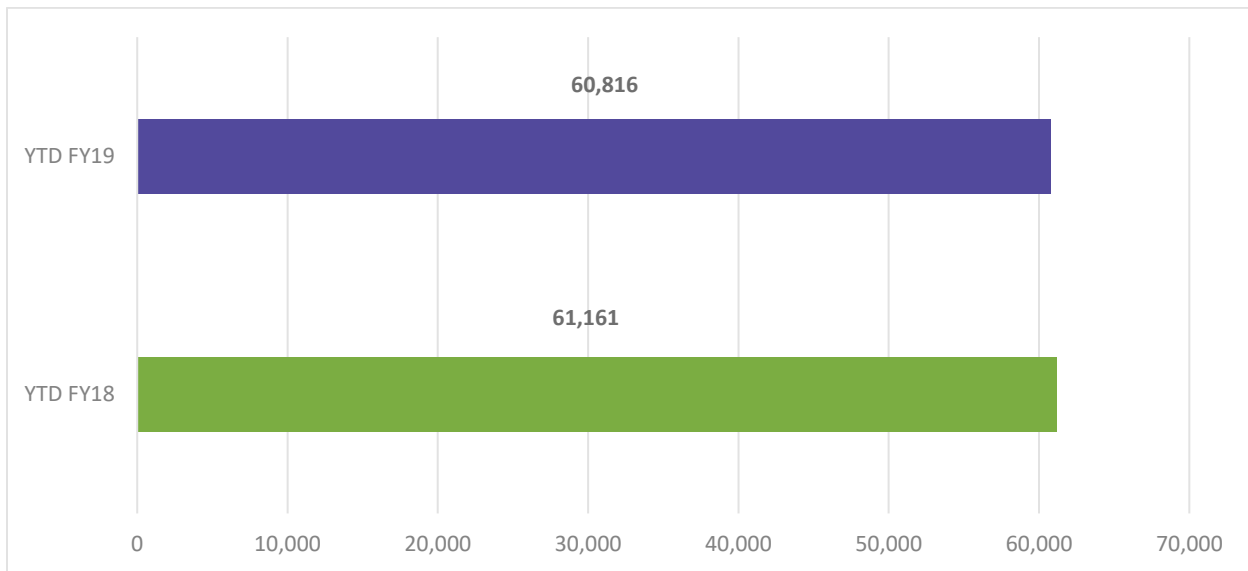
Digital Circulation



In August 2019, year-to-date digital checkouts of eBooks, eAudiobooks, eMagazines and streaming videos increased by 85,118, or 26%, over August 2018. The 2017 Public Library Data Service Statistical (PLDS) Report indicated circulation of electronic materials continues to expand at a rate of 30.0% per year, and expenditure on these materials has increased at a rate of 11.7%.

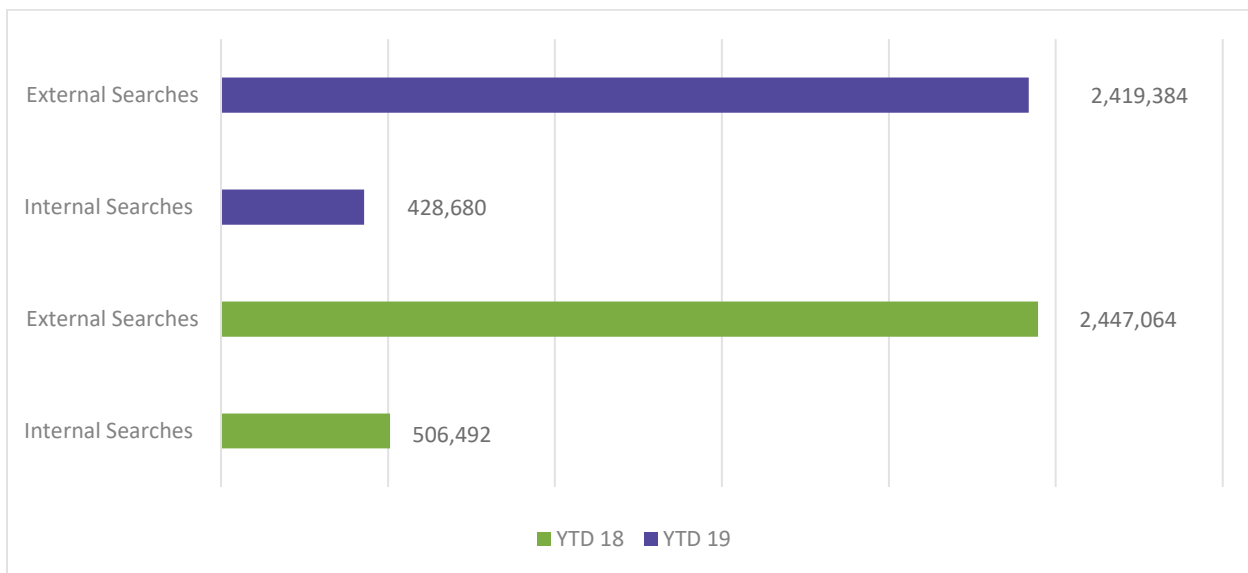
Reading continued

Database Usage



In July 2019, year-to-date database sessions were 60,816, a decrease of 345, or -0.6%, from July 2018. (Database data is reported one or two months late).

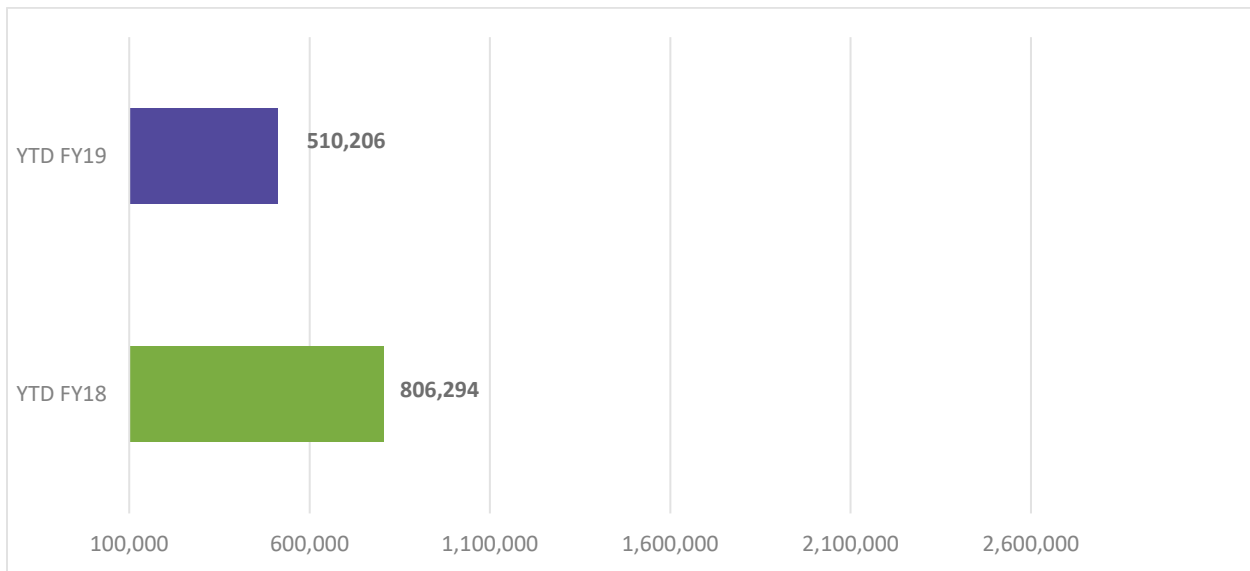
Catalog



YTD external searches are 2,419,384 and internal searches are 428,680. The 2018 numbers reflect nine months of data and 2019 numbers reflect 12 months of data. In September 2017, library staff started tracking catalog searches as external (outside library facilities) and internal (inside library facilities) searches, reflecting more accurately how patrons are using the library. Prior to this change, catalog searches were tracked as catalog searches during open and closed library hours.

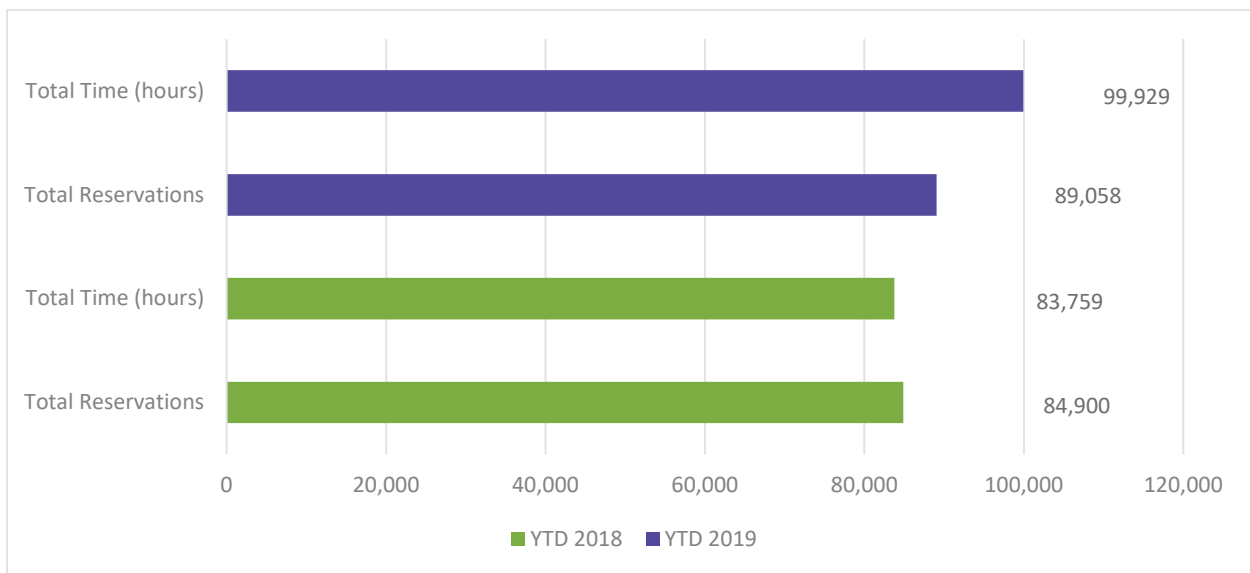
Tech & Creation

Website visits



In August 2019, year-to-date Website visits decreased by 296,088, or 36.7%, over August 2018. This shows how patrons are accessing the library.

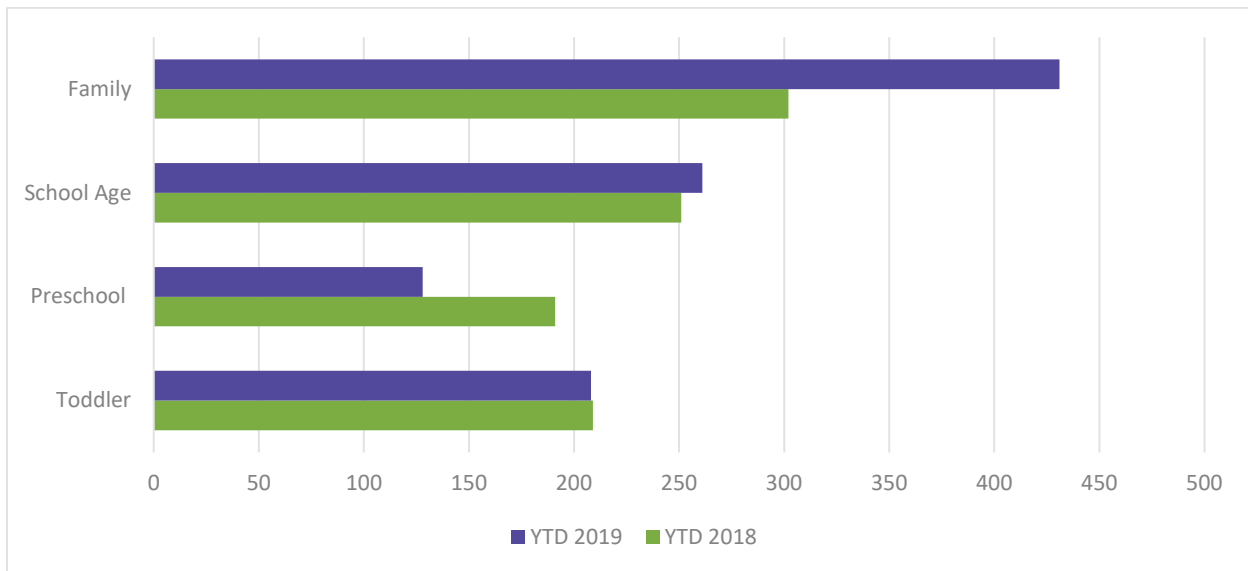
Computer access



Year-to-date computer reservations increased by 5.0% and total time (hours) increased by 19% in August 2019.

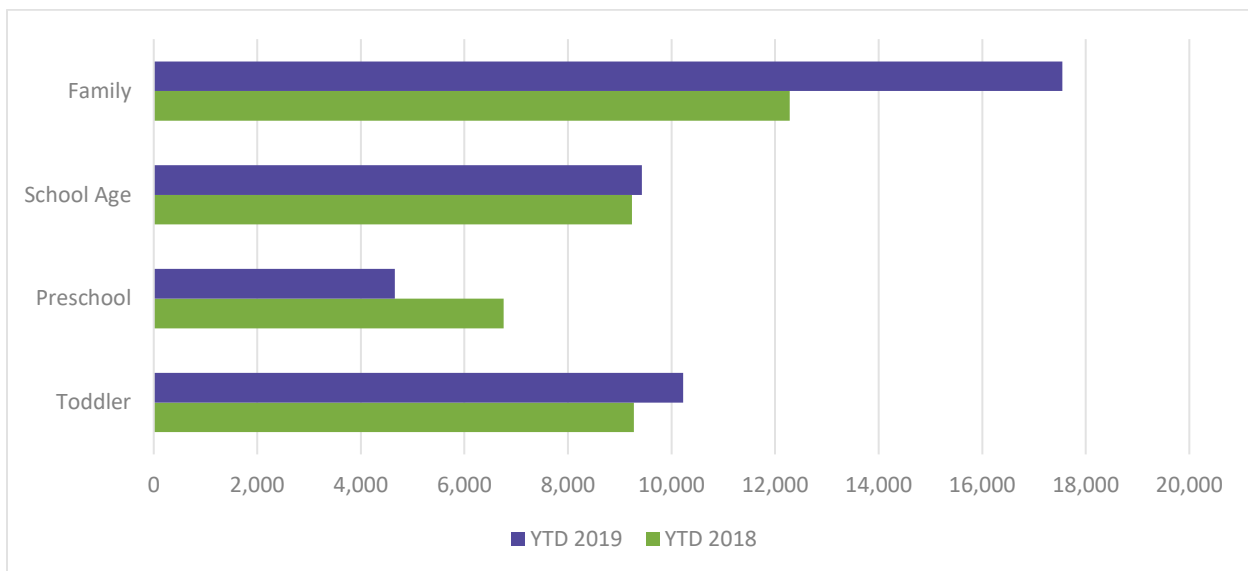
Early Learning

Storytimes and early-learning workshops



Year-to-date, the library offered 597 youth programs, a decrease of 8% over August 2018. Year-to-date family programs totaled 431, an increase of 42.7% from August 2018.

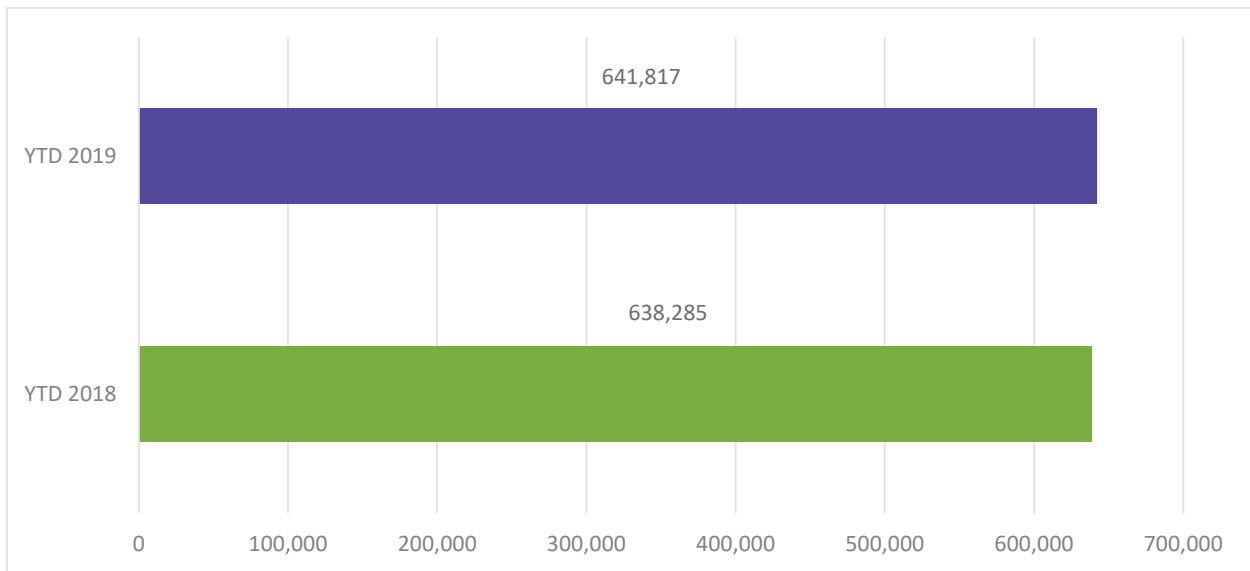
Youth & families reached



Year-to-date youth program attendance was 25,266, a 4.0% decrease from August 2018. Year-to-date family program attendance was 17,546, a 43% increase from August 2018.

Welcoming Community Spaces

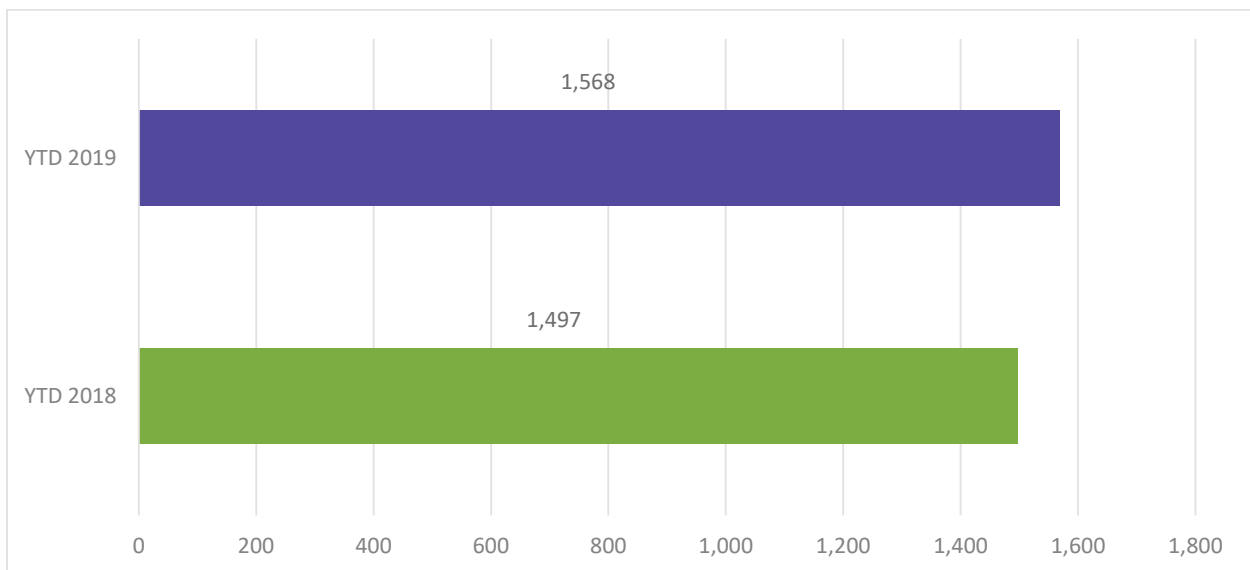
Library visits



Year-to-date library visits numbered 641,817 in August 2019, a 0.6% increase over August 2018.

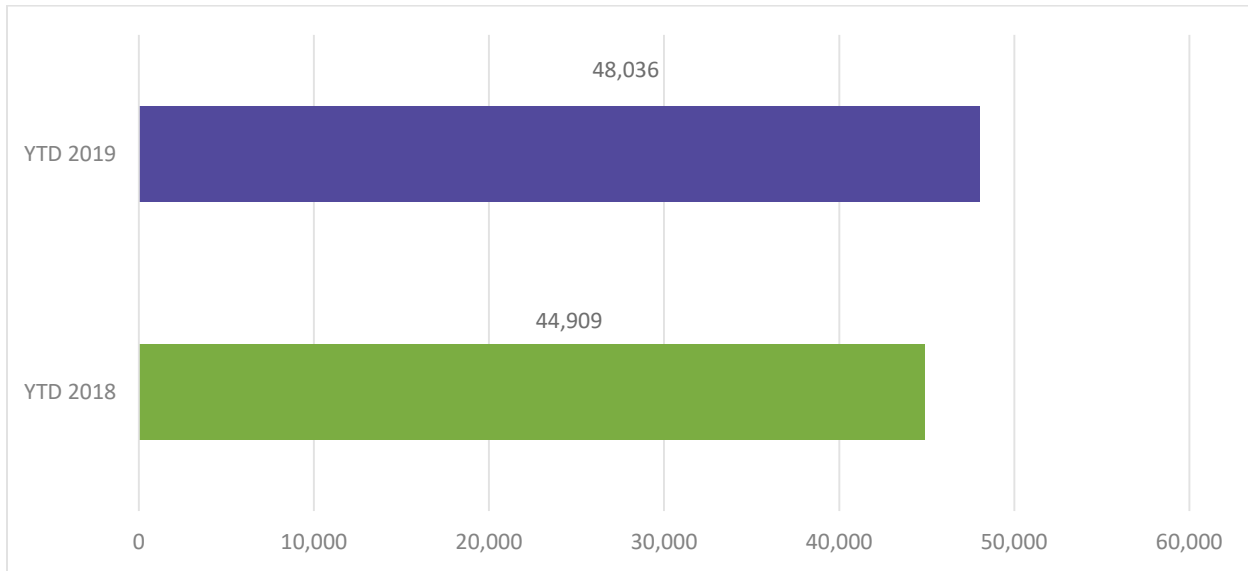
Welcoming Community Spaces continued

Program offerings



In August 2019, year-to-date program offerings were 1,568, an increase of 4.7% over August 2018.

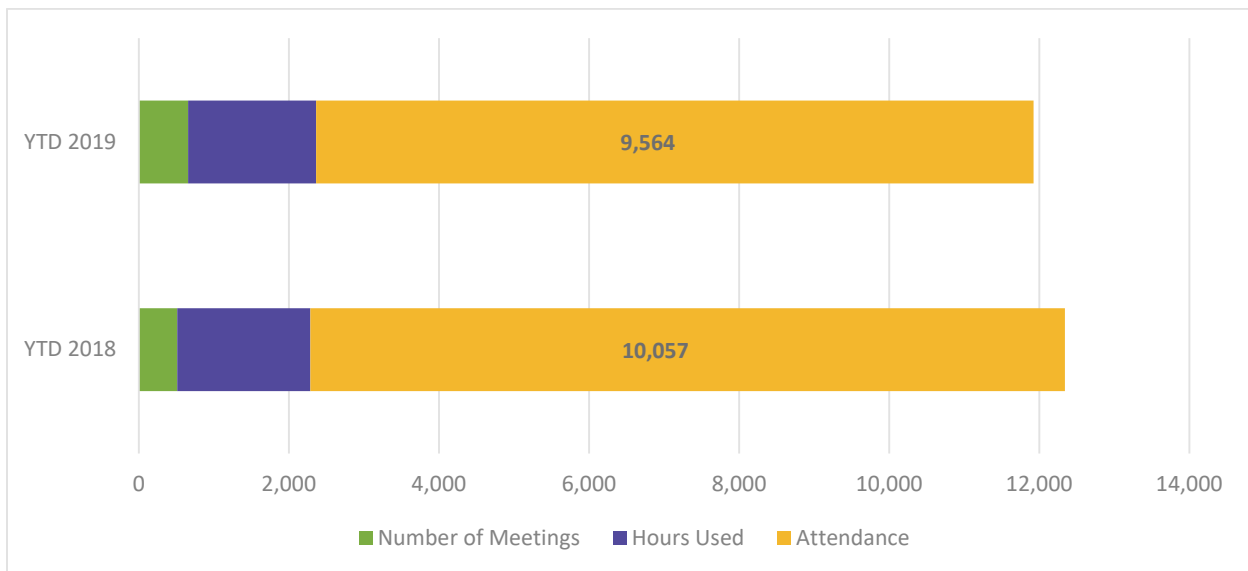
Program attendance



In August 2019, year-to-date program attendance increased 7% from August 2018.

Welcoming Community Spaces continued

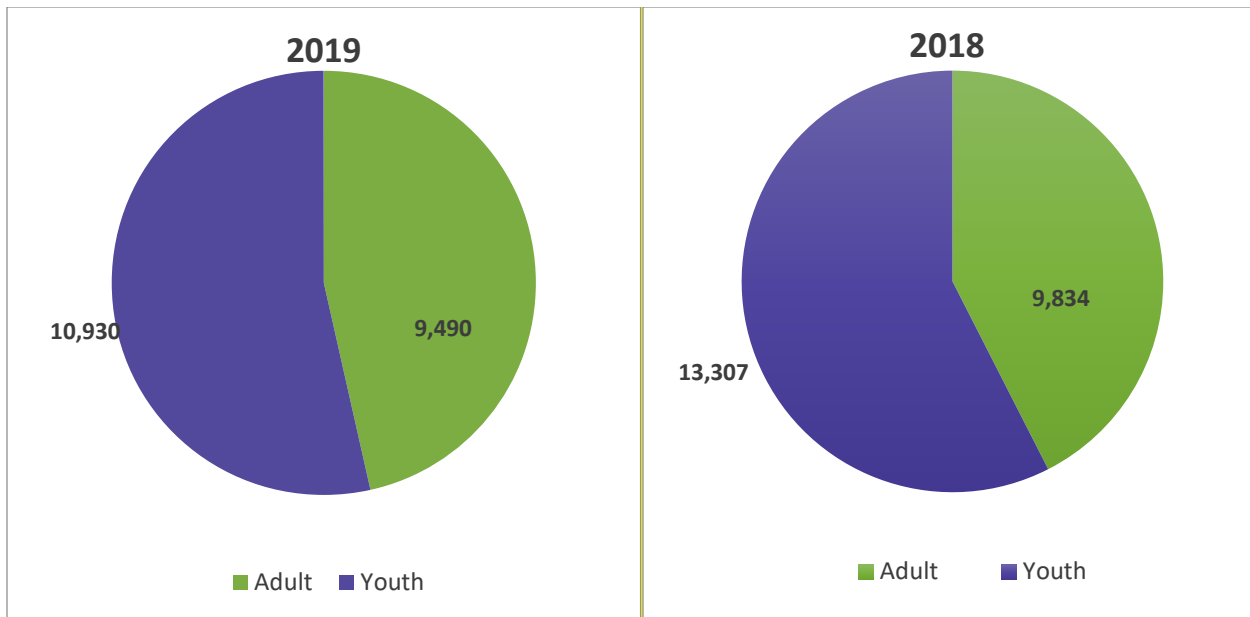
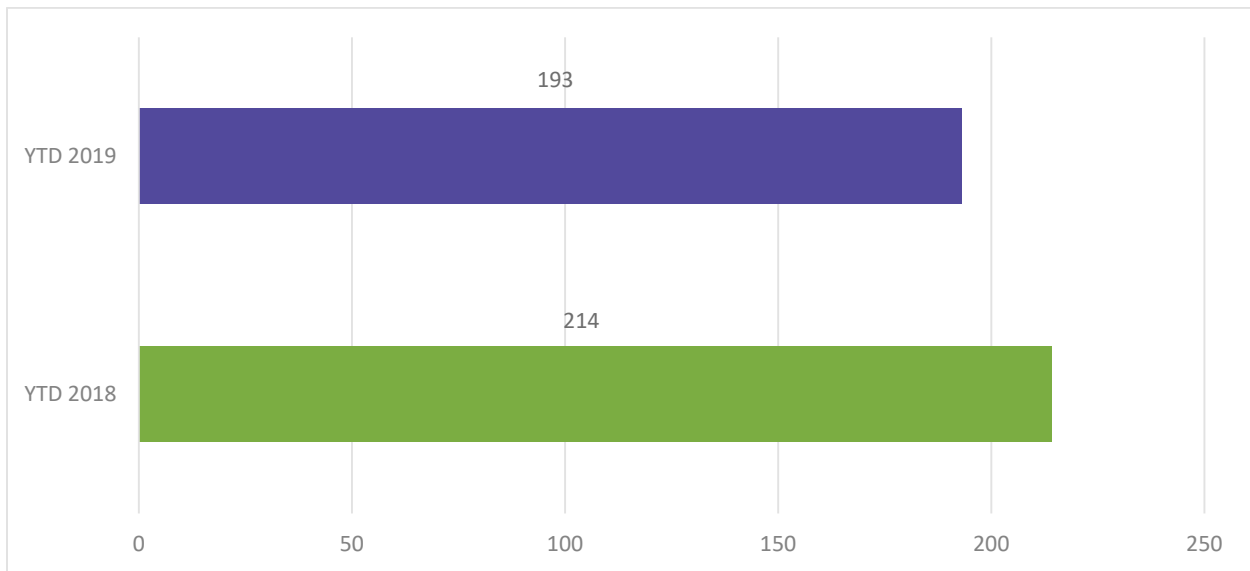
Meeting room usage



In August 2019, year-to-date meetings numbered 658, a 28.3% increase from August 2018. Year-to-date attendance was 9,564, a 4.9% decrease from the year-to-date attendance of 10,057 in August 2018.

Outreach

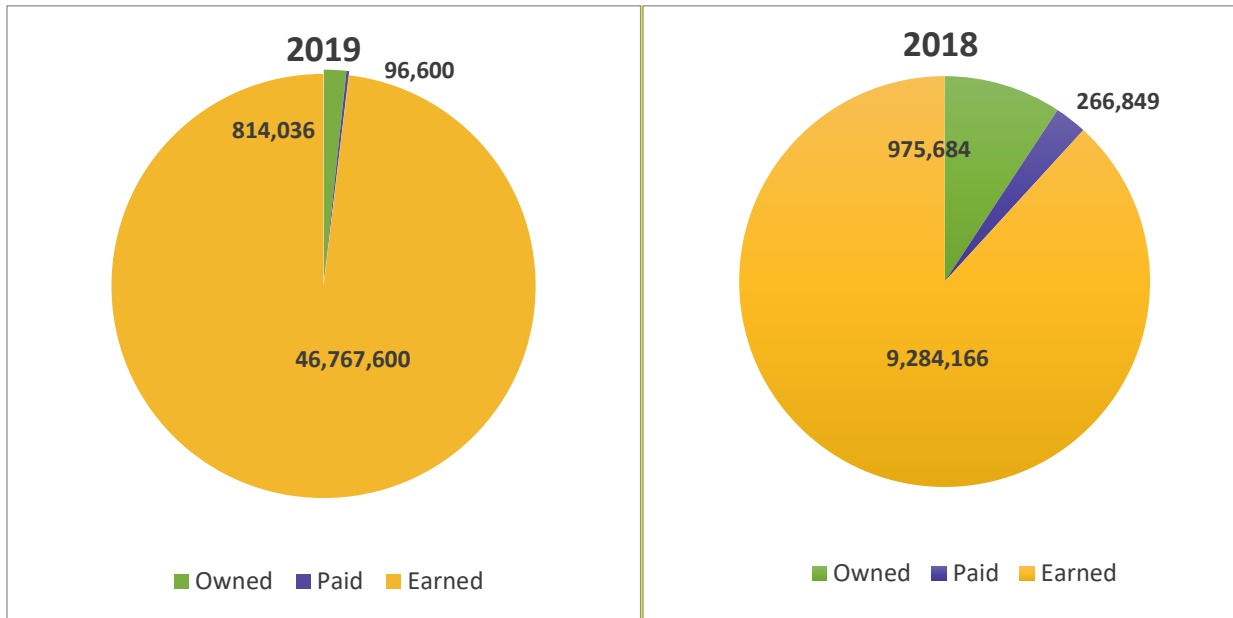
Visits Out



In August 2019, year-to-date visits out were 193, a decrease of 9.8% from August 2018. Year-to-date adult attendance was 9,490, a decrease of 3.5%, and youth attendance was 10,930, a decrease of 17.9% from August 2018. Cumulative year-to-date attendance was 20,420, a decrease of 11.8% from August 2018.

Reach

Media coverage, content marketing and advertising



“Earned” represents traditional media coverage, “Owned” represents content marketing (social media, website traffic and email), and “Paid” represents advertising. Reach is the total number of people that see the content.

2019 Career Online High School Graduation



September 26, 2019

Agenda Item 6.1: Summer Reading Program

TO: Sacramento Public Library Authority Board

FROM: Christie Hamm, Manager

RE: Summer Reading Program

SUGGESTED ACTION(S):

Receive and File

BACKGROUND:

The 2019 Summer Reading Challenge celebrated books, reading, literacy, and connecting families to Sacramento Public Library and all it has to offer. Summer Reading promotes engagement with the library, and complements other community initiatives to promote literacy and grade-level reading during the summer months.

Results

Signups	32,581	(down 11% from 2018)
Finishers	21,511	(down 3% from 2018)
Books Read	600,417	(up 7% over 2018)

While some of the numbers are down a little, Sacramento Public Library continues to be a statewide leader and the consistently high rate of participation should be a source of community pride.

Notable Outcomes

- Adult finishers increased by 11% this year. This means more engaged adult patrons, and more people recognizing reading as a priority. Adults who read will be role models, who will encourage more reading for the children in their lives. This is great for Sacramento!
- If reading 5 books or more prevents 2 months of summer learning loss, this means the 16,247 kids and teens who finished the program represent 2,708 years of learning preserved for our community.
- Two thirds (66%) of Summer Readers went on to finish the program by reading 5 books or more. This is an increase of 5% over last year. This speaks to the high level of engagement our Summer Readers had with our libraries and with the program.
- A partnership with the City of Sacramento provided free City pool admission for every child or teen who read 5 books or more. A new project this year provided swim lesson vouchers for readers of 25 books or more. Libraries distributed 3,500 free pool passes, and 500 swim lesson vouchers. Similar programs in Galt (350 passes) and Rio Vista (50 passes) helped provide access beyond City libraries.

The Library is grateful to donors to the Sacramento Public Library Foundation who provided \$100,000 in support, including \$65,000 raised at Authors on the Move and an additional \$35,000 from other sources and donors.

ATTACHMENT(S):

September 26, 2019

Agenda Item 7.1: Action Summary

TO: Sacramento Public Library Authority Board

FROM: Roxana Puerner, Clerk of the Board

RE: Action Summary

SUGGESTED ACTION(S):

Approve and File

CALL TO ORDER:

In attendance: Larry Carr, Phil Serna, Jeff Slowey, Board Chair Darren Suen, Vice Chair Sue Frost, Jay Schenirer, Saul Hernandez, Garret Gatewood, Eric Guerra*, and Don Nottoli*. Not in attendance: Angelique Ashby, Shawn Farmer, Patrick Kennedy, Stephanie Nguyen, Allen Warren.

*Arrived after roll call.

Board Chair Darren Suen declared a quorum and called the meeting to order at 3:00 p.m.

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA:

John Kriege, library patron for many years commented about issues he was having with the website including “my lists.” Deputy Director Jarrid Keller followed up with Mr. Kriege.

Friends of Sacramento Public Library member David Wagner was in attendance to support Item 7.6.

PRESENTATIONS:

Sacramento Public Library Foundation

Jim Deeringer, Chair of Foundation Board, reported that the third or fourth meeting of the Literacy Summit convened by the Library Foundation was occurring at the same time the Authority Board was meeting. The summit includes some of the organizations in the community that care about literacy. Deeringer said Literacy Day was scheduled for Sept. 8 and the Foundation was planning a press conference. The Walk for Literacy will be held on Oct. 26.

Sacramento State University is now heavily involved, adding volunteers and getting much more exposure, thus increasing the general visibility of Foundation, Deeringer said.

Friends of the Sacramento Public Library

Director Rivkah Sass reported that Friends of Sacramento Public Library President Anita Scuri is out of town. Fiscal work is continuing and some news is expected by the end of year regarding status of the new 509 (a) (3) organization.

CLOSED SESSION:

3:09 closed session. Back at 3:26. Board Council Jen Gore reported that the Board directed council to prepare a contract amendment for consideration at the next regular Board Meeting regarding the Library Director/CEO.

DIRECTORS REPORT:

Sass referred the Board to her written report and invited Board members to the Career Online high school graduation on September 19 and to prepare to be inspired.

Sass reminded the Board that September 7 is the 10th anniversary celebration of the Valley Hi-North Laguna Library and pointed out that Director Carr's project to complete exterior lighting to highlight the building had been completed. Director Carr commented that it was a good project to work on, to fulfill plans to bring art to the district and make the library more welcoming--especially at night—to provide visual interest to draw people in as the place to be. A brief video highlighting the effects was shown.

Sass announced that a refresh of the teen space at the North Natomas Library will occur in memory of Amber Clark with hopes that it will be completed by the end of the calendar year.

INFORMATION:

- 6.1 Monthly Financial report: June 2019
- 6.2 Quarterly Treasurer's Report Q4: June 2019

CONSENT:

- 7.1 Action Summary – July 25, 2019
- 7.2 Contract Approval — Audiovisual Equipment and Installation – Western States Audio Visual, Inc.
- 7.3 Contract Approval – Delivery Trucks
- 7.4 Contract Approval – Security Guard Services – First Alarm Security & Patrol Inc., dba First Security Services
- 7.5 Grants, Gifts and Donations and FY 18-19 Amendment
- 7.6 Sacramento Public Library Fundraising Partnership Policy
- 7.7 Memorandum of Understanding – Clarification of roles and responsibilities for facilities maintenance and use of Multi-Year Operating Program funding.

Public comment: James Deeringer spoke in opposition to item 7.6, requesting that the item be removed from the agenda, postponed and not dealt with in a public session.

Board Action Carr/Slowey Approved (10-0)

ADJOURNMENT:

The meeting of the Sacramento Public Library Authority Board was adjourned at 3:32 p.m.

ATTACHMENT(S):

September 26, 2019

**Agenda Item 7.2: Contract Approval: Landscaping Services - Environmental
Landscape Solutions**

TO: Sacramento Public Library Authority Board

FROM: Nina Biddle, Facilities Manager

RE: Contract Approval: Landscaping Services - Environmental Landscape Solutions

SUGGESTED ACTION(S):

Adopt Resolution 19-38, approving the contract with Environmental Landscaping Solutions for landscape maintenance service for a period of two years, commencing October 1, 2019, with the option to renew for one additional year, through September 30, 2022, in an amount not to exceed \$600,000.

REASON FOR RECOMMENDATION:

As part of the Library's search for quality, reliable and cost-effective landscape maintenance service for branches and the Central Library, Library staff issued a Request for Proposals (RFP) on July 24, 2019, to which six companies responded. Environmental Landscape Solutions of Sacramento is being recommended based on the quality of service, cost-effectiveness, and responsiveness to the RFP.

FISCAL IMPACT

Costs for landscape maintenance service are included in the FY 2019-20 September Final Budget and will be included in the Proposed Budgets for FY 2020-21 and FY 2021-22.

ATTACHMENT(S):

[7.2 Contract Approval - Landscaping Services - Environmental Landscape Solutions - RES 19-38.pdf](#)

[7.2 Contract Approval - Landscaping Services - Environmental Landscape Solutions - EXH A - Non-Professional Services Agreement.pdf](#)



Sacramento Public Library Authority

RESOLUTION NO. 19-38

Adopted by the Governing Board of the Sacramento Public Library Authority on the date of:

SEPTEMBER 26, 2019

APPROVING THE CONTRACT WITH ENVIRONMENTAL LANDSCAPE SOLUTIONS FOR LANDSCAPE MAINTENANCE SERVICE FOR A PERIOD OF TWO YEARS, COMMENCING OCTOBER 1, 2019, WITH THE OPTION TO RENEW FOR ONE ADDITIONAL YEAR, THROUGH SEPTEMBER 30, 2022, IN AN AMOUNT NOT TO EXCEED \$600,000

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE SACRAMENTO PUBLIC LIBRARY AUTHORITY AS FOLLOWS:

1. The contract with Environmental Landscape Solutions for landscape maintenance service is hereby approved for a period of two years, commencing October 1, 2019, with the option to renew for one additional year, through September 30, 2022, in an amount not to exceed \$600,000.
2. The Library Director is authorized to sign all documents required to make the authorized purchases, consistent with the requirements of the Authority’s Contracts and Procurement Policy.

Darren Suen, Chair
Sue Frost, Vice Chair

ATTEST:

Rivkah K. Sass, Secretary

By: _____
Roxana Puerner, Assistant Secretary

ATTACHMENT(S):

Exhibit A: Non-professional Services Agreement between Sacramento Public Library Authority and Environmental Landscape Solutions

SACRAMENTO PUBLIC LIBRARY AUTHORITY

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **SACRAMENTO PUBLIC LIBRARY AUTHORITY**, a joint powers authority (“AUTHORITY”), and

*Environmental Landscape Solutions
9980 Horn Road
Sacramento, CA 95827*

(“CONTRACTOR”), who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to AUTHORITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies AUTHORITY and AUTHORITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) AUTHORITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation for them. AUTHORITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the AUTHORITY Board or the Library Director, as required by the Authority’s Procurement Policy.
- 2. Payment.** AUTHORITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, AUTHORITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to AUTHORITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to AUTHORITY.
- 3. Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. AUTHORITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
- 4. General Provisions.** The General Provisions set forth in Exhibit D that include indemnity and insurance requirements are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

- 5. **Wage Requirements.** For services that constitute “public works” under California Labor Code section 1720 et seq., payment of the prevailing rate of wages is required as indicated in Exhibit A, Section 6 of this Agreement.
- 6. **AUTHORITY Representative.** The AUTHORITY Representative specified in Exhibit A, or the Representative’s designee, shall administer this Agreement for AUTHORITY.
- 7. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
- 8. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

SACRAMENTO PUBLIC LIBRARY AUTHORITY
A Joint Powers Agency

By: _____ Date: _____
Rivkah Sass, Library Director

If over \$50,000, Board Action # and Date: _____

APPROVED TO AS FORM:

By: _____ Date: _____
Jennifer V. Gore, Authority Counsel

Initiated by: _____ Date: _____
Nina Biddle, Facilities Manager

Recommended by: _____ Date: _____
Jarrid Keller, Deputy Director
For Infrastructure

CONTRACTOR:

Environmental Landscape Solutions

NAME OF FIRM

Federal I.D. No.

State I.D. No.

Sacramento Business Op. Tax Cert. No. (if applicable)

TYPE OF BUSINESS ENTITY (*check one*):

- _____ Individual/Sole Proprietor
- _____ Partnership
- _____ Corporation (*may require 2 signatures*)
- _____ Limited Liability Company
- _____ Other (*please specify:* _____)

DocuSigned by:


Signature of Authorized Person

Robert W Jackman, Maintenance Branch Manager

Print Name and Title

Additional Signature (*if required*)

Print Name and Title

Attachments

- Exhibit A - Scope of Service**
- Exhibit B - Fee Schedule/Manner of Payment**
- Exhibit C - Facilities/Equipment Provided**
- Exhibit D - General Provisions**

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The AUTHORITY Representative for this Agreement is:

*Nina Biddle
Facilities Manager
828 I Street
Sacramento, CA 95814
(916)264-2727
nbiddle@saclibrary.org*

All CONTRACTOR questions pertaining to this Agreement shall be referred to the AUTHORITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

*Robert Jackman/Branch Manager - Maintenance
9980 Horn Road Sacramento, CA 95827
916.388.0308/916.439.0860 (mobile)/916.388.0828 (fax)
robert@els-green.com*

All AUTHORITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the AUTHORITY shall be addressed to the AUTHORITY Representative.

2. Insurance. Insurance requirements are specified in Exhibit D, Section 11.

3. Conflict of Interest Requirements.

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the AUTHORITY are required to comply with the AUTHORITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the AUTHORITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals

who perform work that is solely clerical, ministerial, manual or secretarial are not “consultants.”

The AUTHORITY’s Conflict of Interest Code requires designated employees, including individuals who qualify as “consultants”, to file the following statements of economic interests:

- (1) An “assuming office” statement of economic interests to be filed within 30 days after execution of the agreement between the AUTHORITY and the contractor;
- (2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
- (3) A “leaving office” statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The AUTHORITY’s Conflict of Interest Code also requires individuals who qualify as “consultants” under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

B. Conflict of Interest Statements. The individual(s) who will provide services pursuant to this Agreement are “consultants” within the meaning of the Political Reform Act and the AUTHORITY’s Conflict of Interest Code: yes no [check one]

If “yes” is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as “consultants”;
- (2) Cause these individuals to file with the AUTHORITY Representative the “assuming office” statements of economic interests required by the AUTHORITY’s Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the AUTHORITY Representative annual statements of economic interests, and “leaving office” statements of economic interests, as required by the AUTHORITY’s Conflict of Interest Code. The AUTHORITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. Scope of Services.

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

5. Time of Performance. The services described herein shall be provided during the period beginning October 1, 2019 through September 30, 2021. The time of performance may be extended for an additional one (1) year period, at the option of the Library, through September 30, 2022.

6. Prevailing Wage Requirement. *[To be completed by the Authority Representative:]*

The services provided under this Agreement constitute “public works” under California Labor Code section 1720 *et seq.* and are either ***[check one if applicable]:***

_____ Construction work in an amount exceeding \$1,000; or

_____ Alteration, demolition, repair, or maintenance work in an amount exceeding \$1,000.

If either line is checked above, this Agreement is subject to the requirement that, among other things, CONTRACTOR pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. If payment of the prevailing rate of wages is required, CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by AUTHORITY. CONTRACTOR is responsible for compliance with prevailing wage requirements, and shall include these requirements in every subcontract or subagreement. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 600,000 .
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by AUTHORITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of AUTHORITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) AUTHORITY's Purchase Order Number if applicable
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction.

AUTHORITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

Sacramento Public Library
828 I Street
Sacramento, CA 95814
(916) 264-2753 Phone
(916) 264-2852 Fax
Attn: Finance Department

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by AUTHORITY in accordance with AUTHORITY's Supplemental Agreement procedures. AUTHORITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the AUTHORITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide AUTHORITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify AUTHORITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by AUTHORITY arising out of CONTRACTOR's breach of this Section 7.

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of AUTHORITY. AUTHORITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold AUTHORITY harmless from any and all claims that may be made against AUTHORITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of AUTHORITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use AUTHORITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the AUTHORITY does not require that CONTRACTOR use AUTHORITY facilities, equipment or support services or work in AUTHORITY locations in the performance of this Agreement.

- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between AUTHORITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as AUTHORITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of AUTHORITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind AUTHORITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of AUTHORITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of AUTHORITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of AUTHORITY at all times during the performance of this Agreement.
6. **Confidentiality of AUTHORITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use AUTHORITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "AUTHORITY Information") that

are valuable, special and unique assets of the AUTHORITY. CONTRACTOR agrees to protect all AUTHORITY Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any AUTHORITY Information to any third party without the prior written consent of AUTHORITY. In addition, CONTRACTOR shall comply with all AUTHORITY policies governing the use of the AUTHORITY network and technology systems. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. AUTHORITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by AUTHORITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless AUTHORITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. AUTHORITY shall make reasonable efforts to notify CONTRACTOR not later than ten days after AUTHORITY is served with any such claim, action, lawsuit or other proceeding, provided that AUTHORITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by AUTHORITY, whether received in connection with CONTRACTOR's proposal to AUTHORITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to AUTHORITY, AUTHORITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the AUTHORITY, satisfactory to the AUTHORITY Counsel, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by AUTHORITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret"

designation of such information.

- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by AUTHORITY and/or to enter into an agreement with AUTHORITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by AUTHORITY pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to AUTHORITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify AUTHORITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that AUTHORITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because AUTHORITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from AUTHORITY of the desire of AUTHORITY for the removal of such person.

9. Term; Suspension; Termination.

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. AUTHORITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If AUTHORITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. AUTHORITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If AUTHORITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If AUTHORITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to AUTHORITY copies of all information prepared pursuant to this Agreement.

- (2) AUTHORITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, AUTHORITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to AUTHORITY such financial information as in the judgment of the AUTHORITY is necessary for AUTHORITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that AUTHORITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify AUTHORITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by AUTHORITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of AUTHORITY, its agents, servants, or independent contractors who are directly responsible to AUTHORITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by AUTHORITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of AUTHORITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR’s insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the AUTHORITY.

It is understood and agreed by the CONTRACTOR that its liability to the AUTHORITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

“I certify that a motor vehicle will not be used in the performance of any work or services under this agreement.” _____ (CONTRACTOR initials)

- (3) Workers’ Compensation Insurance with statutory limits, and Employers’ Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers’ Compensation policy shall include a waiver of subrogation in favor of the AUTHORITY. If no work or services will be performed on or at AUTHORITY facilities or AUTHORITY Property, the AUTHORITY Representative may waive this requirement by selecting the option below:

Workers’ Compensation waiver of subrogation in favor of the AUTHORITY is not required. _____ (AUTHORITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million (\$1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:

Is X Is not _____ [check one] required for this Agreement.

If required, such coverage must be continued for at least _____ year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The AUTHORITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.
- (2) Automobile Liability Insurance: The AUTHORITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Except for professional liability, CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects AUTHORITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by AUTHORITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to AUTHORITY, its officials, employees, or volunteers.

- (3) Coverage shall state that 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.
- (4) AUTHORITY will be provided with thirty days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the AUTHORITY in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish AUTHORITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the AUTHORITY representative named in Exhibit A. Copies of policies shall be delivered to the AUTHORITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The AUTHORITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The AUTHORITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award

and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the AUTHORITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the AUTHORITY, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the AUTHORITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the AUTHORITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request AUTHORITY to enter such litigation to protect the interests of AUTHORITY.

13. Entire Agreement. This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the

execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by AUTHORITY, in accordance with applicable provisions of the Sacramento Public Library Authority Joint Powers Agreement.

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither AUTHORITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. AUTHORITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the AUTHORITY. Any attempted or purported assignment without AUTHORITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the AUTHORITY. Contractor and its subcontractors

shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the AUTHORITY.

- C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

Attachment 1 to Exhibit A – Scope of Services

GENERAL WORK REQUIREMENTS – Landscape Maintenance Services

1. Work to be performed comprises general horticultural maintenance, the operation of manual and automatic irrigation, cleanup of landscape areas as designated in the attached list of locations and, when necessary, repairs of irrigation systems, reprogramming of controllers and replacement of plant materials. Requirements may vary by location, depending on the landscaping present;
2. Contractor must be licensed by the State of California with a C27 license, and insured and bonded to do business in the City of Sacramento. Contractor shall have at least three (3) years actual experience in providing landscape maintenance services for medium to large commercial and/or governmental entities.
3. It is the Contractor's responsibility, without further direction from the SPLA (except as specified herein), to assure all work is being done per specifications. The Contractor shall inspect every site once per week at a minimum.
4. Contractor shall have fully trained and competent employees who can use power equipment safely, prune trees and shrubs, and install plants. Any plant material installed by Contractor shall have a 45-day warranty period.
5. The Contractor must have a full-time employee who can competently work on irrigation systems, including the testing, rebuilding and/or replacement of valves, controllers and breaks in the main irrigation lines.

DESCRIPTION OF WORK

1. The Library reserves the right to provide the Contractor with supplies and materials, such as irrigation components and plant materials, which the Contractor shall install at the hourly rate bid.
2. The general Maintenance Performance Schedule provided for each location at the time of the bid is incorporated into this agreement.. Individual maintenance activities shall conform to the following standards:
 - a. The Contractor shall maintain the landscape area in a clean, debris-free and well-groomed condition. All of the Contractor's work shall be performed in a professional manner, using equipment in good condition and quality materials;
 - b. Contractor shall provide the labor, fuel, materials, transportation and equipment necessary to provide landscape maintenance services as specified. Contractor shall provide a level of service at whatever frequency is necessary to maintain the landscape area in the professional manner expected;
 - c. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover, turf areas, trees or shrubs. Any debris or litter that collects as a result of inclement weather or flooding shall be removed during the next scheduled service day;
 - d. The Contractor recognizes that, during the course of this Agreement, other activities and operations may be conducted by other persons and/or contracted parties. These activities may

- include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm-related operations;
 - e. If a scheduled service day falls on a state or federal holiday, Contractor must provide scheduled service within two days before or after the holiday;
 - f. The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the SPLA for specialty maintenance.
3. Contractor shall notify the SPLA within 48 hours prior to the date and time of all specialty type maintenance operations, as listed in the annual schedule. Specialty operations are defined below:
- a. Fertilizer application;
 - b. Turf renovation/reseeding;
 - c. Micro-nutrients/soil amendments;
 - d. Use of pesticide/herbicide control chemicals;
 - e. Aesthetic tree-pruning;
 - f. Pruning of shrubs;
 - g. Other items, as determined by SPLA.

SITES TO BE MAINTAINED

- 1. Contractor has examined the sites to be maintained and accepts each service area in its present physical condition. No further demands shall be made by the Contractor for additional service fees due to a lack of understanding concerning the specifications and scope of work described herein.
- 2. The Vendor shall take adequate measures to ensure that its operations do not harm any existing underground facilities.

UNSCHEDULED/EXTRA WORK

- 1. SPLA may authorize the Vendor to perform additional work as needed, based on hourly rates;
- 2. Vendor may not change the regular maintenance schedule or work force to do unscheduled/extra work unless first authorized by the SPLA in writing.
- 3. In order to be considered for extra work projects, both inside and outside of contracted sites, the Contractor must maintain its landscape maintenance sites in a manner that meets or exceeds SPLA standards for landscape maintenance.

UTILITIES

Water usage shall not exceed the amount required to comply with irrigation schedules established by the Contractor and approved by the SPLA.

INTERFERENCE WITH PUBLIC USE

Contractor shall not interfere with the public use of the premises and shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public, or disruption of the peace and quiet of the area within which the services are provided.

STORAGE FACILITIES

The SPLA will not provide any storage facilities for the Contractor's use at any of the landscape sites.

LEAF BLOWER REQUIREMENT

1. For operation within 200 feet of any residential property:
 - a. Hours of operation: Use of portable, gasoline-powered blowers within 200 feet of any residential property is restricted to the hours of 9 a.m. to 6 p.m. Monday through Saturday, and 10 a.m. to 4 p.m. on Sunday;
 - b. Maximum sound levels: Blowers may not exceed 65 dBA when used within 200 feet of any residential property and may require mufflers or other modifications to meet that limit.
2. For operation more than 200 feet away from any residential property:
 - a. Hours of operation: No restrictions
 - b. Maximum sound levels for new or existing equipment: No restrictions

TURF/MOWING OPERATION

1. Turf shall have the appearance of being healthy and well during the entire term of the contract.
 - a. Irrigate as required to maintain healthy growth and appearance;
 - b. Lawns shall be kept reasonably free of weeds by use of selective weed killers.
 - c. Lawn Fertilization: Contractor shall use slow-release fertilizers that are a complete pellet type, with appropriate amounts of nitrogen, phosphorous, potassium and trace elements during the growing season of April through September. Use cool-season fertilizer October through February. All such applications must be approved by the SPLA. The Landscape Contractor shall provide an annual fertilization schedule to the SPLA. The Contractor shall notify SPLA 48 hours in advance of the fertilizer application date.
2. Mowing operations shall be performed in a manner that ensures a smooth-surface appearance throughout the year, without scalping or allowing excessive cuttings to remain. Precautions shall be taken to prevent rutting, damage to trees, shrubs and sprinklers;
3. Turf shall be maintained at heights of no less than 2 inches and should not be greater than 4 inches year-round;
4. Contractor shall mow the turf additional times, as required, to maintain the smooth appearance;
5. Before any mowing begins, all debris, including stones and limbs, shall be removed;
6. Mowing shall be done on the same scheduled service day each week;
7. Walkways and gutters, etc., shall be cleaned immediately following each mowing/edging. All grass clippings shall be collected and removed from the site and disposed of at an appropriate landfill on the same day the area is mowed and edged.

MECHANICAL EDGING

All turf edges including, but not limited to, sidewalks, patios, drives, curbs, shrub beds, flower beds or ground cover beds shall be edged to a neat and uniform line each time turf is mowed.

USE OF CHEMICALS

All work involving the use of chemicals shall be in compliance with all federal, state and county laws.

CHEMICAL WEED ABATEMENT

1. Chemical weed abatement shall be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height;
2. Spot-treat with a portable sprayer or wick wand, using an effective herbicide and applying per manufacturer's recommendations;
3. All dead weeds must be removed within seven (7) days;
4. Weeds that reach a height of four inches (4") or more shall be hand-pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height. Chemical application starts at the gutter expansion joint and goes inward to the opposite expansion joint on medians, or to the sound wall.

LITTER CONTROL

1. Complete policing and litter pick-up for removal of paper, glass, trash, limbs, undesirable materials and other accumulated debris within the landscape areas will be done at specified intervals in the Maintenance Performance Schedule;
2. Complete policing, litter pick-up and supplemental hand sweeping of parking lot corners and other parking lot areas along gutters/curbs inaccessible to power equipment shall be accomplished to ensure a neat appearance;
3. All litter and debris occurring as a result of Contractor's operations shall be removed from the maintenance sites immediately following such operations and are to be disposed of off-site and taken to an appropriate landfill.

LEAF REMOVAL

Leaves shall be removed from all landscaped areas, including walls, gutters, beds, planters and parking lots, and removed from the site. Some sites may require additional visits during the leaf season, or as directed by the SPLA.

TREE PRUNING AND CARE

1. Tree pruning shall be performed with the intent of developing structurally sound trees and symmetrical appearance typical of the species, with proper safety clearance and access. All trees shall be examined in the fall and pruned as specified above;
2. Safety clearance on trees: Maintain trees to achieve an eight-foot (8') clearance for all branches over the sidewalk and within landscaped areas and a fourteen-foot (14') clearance for branches overhanging beyond the curb line into the paved section of roadways to maintain safe vehicular and pedestrian visibility, clearance and access to prevent or eliminate hazardous situations;

3. Remove all dead, diseased and insect-infested branches and limbs. Report severe damage or hanging limbs that are above fourteen feet (14') to SPLA immediately;
4. All trimmings and debris shall be removed and disposed of off-site the same day and taken to an appropriate landfill;
5. All limbs twelve (12) inches or greater in diameter shall be undercut to prevent splitting.

TREES – Unscheduled/Extra Work

1. Removal of trees with a diameter greater than three inches (3") D.B.H. shall be considered unscheduled/extra work;
2. All work above fourteen feet (14') shall be considered unscheduled/extra work;
3. Trees that are removed may be required by the SPLA to have stumps removed to twelve inches (12") below grade, wood chips removed and the hole back-filled to grade with topsoil;
4. All unscheduled/extra work must have a written estimate submitted to the SPLA. SPLA must authorize the work in writing prior to the work being initiated.

HEDGE AND SHRUB PRUNING CARE

1. Prune hedges and shrubs from top to bottom. They shall not exceed fourteen feet (14') in height. Prune one year's growth back from curbs, sidewalks or below the tops of walls;
2. Remove all dead, diseased and unsightly branches from shrubs. Remove all vines or other growth as it develops. Shrubs or trees with any runners that start to climb buildings shall be pruned out of these areas;
3. All dead shrubs shall be removed. Notify the SPLA prior to removal;
4. Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming;
5. All pruning cuts shall be smooth, leaving no stubs exposed. A ragged appearance is not acceptable.

GROUND COVER

Ground cover shall be kept free of weeds, litter, debris and leaves. Ground cover shall not exceed three inches (3") beyond the inside edge of the curb or border. Prune ground cover to maintain an even level. Cut long branches down to the main growing height of the plant.

WATERING

1. All landscaped and turf areas shall be irrigated as required to maintain adequate growth, health and appearance, regardless of plant types or soil condition. The delivery of adequate moisture shall include, but is not limited to, hand watering, operation of manual valves, automatic controllers and bleeding valves. Irrigation shall be done at hours that will ensure that traffic and access are not disturbed;

2. If a condition, such as a controller breakdown, electrical problems or battery failure, prevents automatic irrigation, other irrigation methods shall be used if and when necessary until repairs have been authorized and completed;
3. Water shall be regulated to local ordinances and efforts should be made to avoid excessively wet or waterlogged areas causing: a decline in plant health, preventing turf mowing, excessive water run-off into streets and/or private property. Hand watering may be necessary on some sites and shall be performed as required. Hoses, nozzles and sprinklers for hand watering shall be provided by the Contractor. Sprinkler times shall be adjusted twice per year at no extra charge at the direction of the SPLA for water conservation measures and ordinance requirements.

IRRIGATION SYSTEM MAINTENANCE AND TESTING

1. Contractor and its employees shall inspect and test all irrigation systems for system operability and component malfunctions. Contractor shall set and program automatic controllers for seasonal watering requirements two times per year at no extra charge. Within thirty (30) days after contract award, an irrigation plot map of the entire system at each site shall be prepared by the Contractor and placed on the irrigation control box. A copy shall be given to the SPLA;
2. Testing shall be done in the following manner:
 - a. Set each station and check all components of the system every two weeks. Maintain controller so that stations run in sequence. For testing verification, a sign-in sheet is in the controller, which must be signed each time the system is tested.
 - b. Adjust all sprinkler heads for direction and height for proper coverage and to prevent watering roadways, sidewalks and/or private property.
3. Unplug all clogged heads, flush lines free of rocks, mud and debris;
4. All malfunctions/damage shall be reported to SPLA with estimates for repairs and, upon authorization, repairs shall be completed;
5. All irrigation systems shall be tested and/or inspected as necessary when damage or malfunction is observed and/or reported;
6. Contractors shall carry and maintain a supply of irrigation components, with the exception of valves, such as sprinklers and solenoids, each time a site is serviced;
7. **Unscheduled work:**
 - a. **Sprinkler replacements:** The actual repair and/or replacement of damaged or broken sprinklers shall be done according to the rates specified;
 - b. **Valves, solenoids and controllers:** The actual repair and/or replacement of damaged broken valves, solenoids, controllers, main or lateral water line breaks shall be done according to the rates specified.

8. Copies of the receipts for materials and/or parts shall be turned in upon request of the SPLA.

MAINTENANCE SCHEDULES

1. The Contractor shall submit all schedules fourteen (14) work days after receipt of irrigation controller keys.
2. Contractor's Service Schedule: This schedule must indicate the specific day(s) and times of the week when each site will be serviced, consistent with the requirements specified in the Maintenance Performance Schedule.

HOURS AND DAYS OF MAINTENANCE SERVICES

1. Contractor shall perform the required maintenance services between the hours of 7 a.m. and 6 p.m. Monday through Friday. Contractor may work on Saturdays only with the approval of the SPLA;
2. Any modification in the hours and days of maintenance service as stated in the Contractor's Service Schedule is subject to the approval of the SPLA.

LANDSCAPE SITE REQUIREMENTS BY BRANCH

LANDSCAPE PERFORMANCE SCHEDULE BY BRANCH

Branch: Arcade, 2443 Marconi Ave., Sacramento, 95821

AREA	DUTIES	2x/WK	WKLY	MTHLY	QTRLY	YRLY	AS REQUESTED
LAWN	MOW		X				
	FERTILIZE					2X	
	RESEEDING					X	
	MECH EDGE		X				
GROUND COVER	FERTILIZER					2X	
SHRUBS	FERTILIZER					X	
	PRUNE					2X	X
TREES	PRUNE UNDER 14'						
LEAF PICK UP			X				X
WEED CONTROL					X		
EXTERIOR TRASH PICKUP		X					
<p>EACH TIME SITE IS SERVICED, ALL LITTER /DEBRIS WILL BE REMOVED, TREES RESTAKED, POTHOLES FILLED AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS WILL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND REPAIRED.</p>							
IRRIGATION VISUAL		X					
FULL IRRIGATION CHECK						2X	

LANDSCAPE PERFORMANCE SCHEDULE BY BRANCH

Branch: Arden-Dimick, 891 Watt Ave., Sacramento, 95864

AREA	DUTIES	2x/WK	WKLY	MTHLY	QTRLY	YRLY	AS REQUESTED
LAWN	MOW						
	FERTILIZE						
	RESEEDING						
	MECH EDGE						
GROUND COVER	FERTILIZER						
SHRUBS	FERTILIZER					X	
	PRUNE					2X	
TREES	PRUNE UNDER 14'						X
LEAF PICK UP			X				X
WEED CONTROL					X		
EXTERIOR TRASH PICKUP			X				
<p>EACH TIME SITE IS SERVICED, ALL LITTER /DEBRIS WILL BE REMOVED, TREES RESTAKED, POTHOLES FILLED AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS WILL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND REPAIRED.</p>							
IRRIGATION VISUAL		X					
FULL IRRIGATION CHECK						2X	

LANDSCAPE PERFORMANCE SCHEDULE BY BRANCH

Branch: Carmichael, 5605 Marconi Ave., Carmichael, 95608

AREA	DUTIES	2x/WK	WKLY	MTHLY	QTRLY	YRLY	AS REQUESTED
LAWN	MOW		X				
	FERTILIZE					2X	
	RESEEDING					X	
	MECH EDGE		X				
GROUND COVER	FERTILIZER					X	
SHRUBS	FERTILIZER					X	
	PRUNE					2X	X
TREES	PRUNE UNDER 14'						
LEAF PICK UP			X				X
WEED CONTROL					X		
EXTERIOR TRASH PICKUP		X					
<p>EACH TIME SITE IS SERVICED, ALL LITTER /DEBRIS WILL BE REMOVED, TREES RESTAKED, POTHOLES FILLED AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS WILL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND REPAIRED.</p>							
IRRIGATION VISUAL		X					
FULL IRRIGATION CHECK						2X	

LANDSCAPE PERFORMANCE SCHEDULE BY BRANCH

Branch: Central, 828 I St., Sacramento, 95814

AREA	DUTIES	2x/WK	WKLY	MTHLY	QTRLY	YRLY	AS REQUESTED
LAWN	MOW						
	FERTILIZE						
	RESEEDING						
	MECH EDGE						
GROUND COVER	FERTILIZER						
SHRUBS	FERTILIZER						
	PRUNE						
TREES	PRUNE UNDER 14'						
LEAF PICK UP			X				X
WEED CONTROL						X	
EXTERIOR TRASH PICKUP			3X				
<p>EACH TIME SITE IS SERVICED, ALL LITTER /DEBRIS WILL BE REMOVED, TREES RESTAKED, POTHOLES FILLED AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS WILL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND REPAIRED.</p>							
IRRIGATION VISUAL		X					
FULL IRRIGATION CHECK						2X	

LANDSCAPE PERFORMANCE SCHEDULE BY BRANCH

Branch: Colonial Heights, 4799 Stockton Blvd., Sacramento, 95820

AREA	DUTIES	2x/WK	WKLY	MTHLY	QTRLY	YRLY	AS REQUESTED
LAWN	MOW		X				
	FERTILIZE					2X	
	RESEEDING					X	
	MECH EDGE		X				
GROUND COVER	FERTILIZER					X	
SHRUBS	FERTILIZER					X	
	PRUNE					2X	X
TREES	PRUNE UNDER 14'						
LEAF PICK UP			X				X
WEED CONTROL					X		
EXTERIOR TRASH PICKUP		X					
<p>EACH TIME SITE IS SERVICED, ALL LITTER /DEBRIS WILL BE REMOVED, TREES RESTAKED, POTHOLES FILLED AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS WILL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND REPAIRED.</p>							
IRRIGATION VISUAL		X					
FULL IRRIGATION CHECK						2X	

LANDSCAPE PERFORMANCE SCHEDULE BY BRANCH

Branch: Belle Coolegge, 5600 South Land Park Drive, Sacramento, 95822

AREA	DUTIES	2x/WK	WKLY	MTHLY	QTRLY	YRLY	AS REQUESTED
LAWN	MOW		X				
	FERTILIZE					2X	
	RESEEDING					X	
	MECH EDGE		X				
GROUND COVER	FERTILIZER					X	
SHRUBS	FERTILIZER					X	
	PRUNE					2X	X
TREES	PRUNE UNDER 14'						
LEAF PICK UP			X				X
WEED CONTROL					X		
EXTERIOR TRASH PICKUP		X					
EACH TIME SITE IS SERVICED, ALL LITTER /DEBRIS WILL BE REMOVED, TREES RESTAKED, POTHOLES FILLED AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS WILL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND REPAIRED.							
IRRIGATION VISUAL		X					
FULL IRRIGATION CHECK						2X	

LANDSCAPE PERFORMANCE SCHEDULE BY BRANCH

Branch: Del Paso Heights, 920 Grand Ave., Sacramento, 95838

AREA	DUTIES	2x/WK	WKLY	MTHLY	QTRLY	YRLY	AS REQUESTED
LAWN	MOW		X				SIDEWALK INCLUDED
	FERTILIZE					2X	
	RESEEDING					X	
	MECH EDGE		X				
GROUND COVER	FERTILIZER					X	
SHRUBS	FERTILIZER					X	
	PRUNE					2X	X
TREES	PRUNE UNDER 14'						
LEAF PICK UP			X				X
WEED CONTROL					X		
EXTERIOR TRASH PICKUP		X					
<p>EACH TIME SITE IS SERVICED, ALL LITTER /DEBRIS WILL BE REMOVED, TREES RESTAKED, POTHoles FILLED AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS WILL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND REPAIRED.</p>							
IRRIGATION VISUAL		X					
FULL IRRIGATION CHECK						2X	

LANDSCAPE PERFORMANCE SCHEDULE BY BRANCH

Branch: Elk Grove, 8900 Elk Grove Blvd., Elk Grove, 95624

AREA	DUTIES	2x/WK	WKLY	MTHLY	QTRLY	YRLY	AS REQUESTED
LAWN	MOW						
	FERTILIZE						
	RESEEDING						
	MECH EDGE						
GROUND COVER	FERTILIZER						
SHRUBS	FERTILIZER					X	
	PRUNE					X	
TREES	PRUNE UNDER 14'					X	
LEAF PICK UP			X				X
WEED CONTROL					X		
EXTERIOR TRASH PICKUP		X					
<p>EACH TIME SITE IS SERVICED, ALL LITTER /DEBRIS WILL BE REMOVED, TREES RESTAKED, POTHOLES FILLED AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS WILL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND REPAIRED.</p>							
IRRIGATION VISUAL		X					
FULL IRRIGATION CHECK						2X	

LANDSCAPE PERFORMANCE SCHEDULE BY BRANCH

Branch: Fair Oaks, 11601 Fair Oaks Blvd., Fair Oaks, 95628

AREA	DUTIES	2x/WK	WKLY	MTHLY	QTRLY	YRLY	AS REQUESTED
LAWN	MOW		X				
	FERTILIZE					2X	
	RESEEDING					X	
	MECH EDGE		X				
GROUND COVER	FERTILIZER					X	
SHRUBS	FERTILIZER					X	
	PRUNE					2X	X
TREES	PRUNE UNDER 14'						
LEAF PICK UP			X				X
WEED CONTROL					X		
EXTERIOR TRASH PICKUP		X					
<p>EACH TIME SITE IS SERVICED, ALL LITTER /DEBRIS WILL BE REMOVED, TREES RESTAKED, POTHOLES FILLED AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS WILL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND REPAIRED.</p>							
IRRIGATION VISUAL		X					
FULL IRRIGATION CHECK						2X	

LANDSCAPE PERFORMANCE SCHEDULE BY BRANCH

Branch: Martin Luther King, Jr, 7340 24th Street Bypass, Sacramento, 95822

AREA	DUTIES	2x/WK	WKLY	MTHLY	QTRLY	YRLY	AS REQUESTED
LAWN	MOW		X				
	FERTILIZE					2X	
	RESEEDING					X	
	MECH EDGE		X				
GROUND COVER	FERTILIZER					X	
SHRUBS	FERTILIZER					X	
	PRUNE					2X	X
TREES	PRUNE UNDER 14'						
LEAF PICK UP			X				X
WEED CONTROL					X		
EXTERIOR TRASH PICKUP		X					
<p>EACH TIME SITE IS SERVICED, ALL LITTER /DEBRIS WILL BE REMOVED, TREES RESTAKED, POTHOLES FILLED AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS WILL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND REPAIRED.</p>							
IRRIGATION VISUAL		X					
FULL IRRIGATION CHECK						2X	

LANDSCAPE PERFORMANCE SCHEDULE BY BRANCH

Branch: Ella K. McClatchy, 2112 22nd St., Sacramento, 95818

AREA	DUTIES	2x/WK	WKLY	MTHLY	QTRLY	YRLY	AS REQUESTED
LAWN	MOW		X				SIDEWALK INCLUDED
	FERTILIZE					3X	
	RESEEDING					X	
	MECH EDGE		X				
GROUND COVER	FERTILIZER					X	
SHRUBS	FERTILIZER					X	
	PRUNE					2X	X
TREES	PRUNE UNDER 14'						
LEAF PICK UP			X				X
WEED CONTROL					X		
EXTERIOR TRASH PICKUP			X				
<p>EACH TIME SITE IS SERVICED, ALL LITTER /DEBRIS WILL BE REMOVED, TREES RESTAKED, POTHOLES FILLED AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS WILL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND REPAIRED.</p>							
IRRIGATION VISUAL		X					
FULL IRRIGATION CHECK						2X	

LANDSCAPE PERFORMANCE SCHEDULE BY BRANCH

Branch: North Highlands-Antelope, 4235 Antelope Road, Antelope, 95843

AREA	DUTIES	2x/WK	WKLY	MTHLY	QTRLY	YRLY	AS REQUESTED
LAWN	MOW						
	FERTILIZE						
	RESEEDING						
	MECH EDGE						
GROUND COVER	FERTILIZER						
SHRUBS	FERTILIZER					X	
	PRUNE					2X	
TREES	PRUNE UNDER 14'					2X	
LEAF PICK UP			X				X
WEED CONTROL					X		
EXTERIOR TRASH PICKUP		X					
<p>EACH TIME SITE IS SERVICED, ALL LITTER /DEBRIS WILL BE REMOVED, TREES RESTAKED, POTHOLES FILLED AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS WILL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND REPAIRED.</p>							
IRRIGATION VISUAL		X					
FULL IRRIGATION CHECK						2X	

LANDSCAPE PERFORMANCE SCHEDULE BY BRANCH

Branch: North Natomas, 4660 Via Ingoglia, Sacramento, 95835

AREA	DUTIES	2x/WK	WKLY	MTHLY	QTRLY	YRLY	AS REQUESTED
LAWN	MOW		X				Sidewalk Included
	FERTILIZE		X				
	RESEEDING						
	MECH EDGE			X			
GROUND COVER	FERTILIZER						
SHRUBS	FERTILIZER					X	
	PRUNE					2X	
TREES	PRUNE UNDER 14'						X
LEAF PICK UP			X				X
WEED CONTROL					X		
EXTERIOR TRASH PICKUP			3X				
<p>EACH TIME SITE IS SERVICED, ALL LITTER /DEBRIS WILL BE REMOVED, TREES RESTAKED, POTHOLES FILLED AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS WILL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND REPAIRED.</p>							
IRRIGATION VISUAL		X					
FULL IRRIGATION CHECK						2X	

LANDSCAPE PERFORMANCE SCHEDULE BY BRANCH

Branch: Pocket-Greenhaven, 7335 Gloria Drive, Sacramento, 95831

AREA	DUTIES	2x/WK	WKLY	MTHLY	QTRLY	YRLY	AS REQUESTED
LAWN	MOW/CUT MESCUE					2X	
	FERTILIZE					2X	
	RESEEDING						
	MECH EDGE						
GROUND COVER	FERTILIZER					X	
SHRUBS	FERTILIZER					X	
	PRUNE					2X	
TREES	PRUNE UNDER 14'						
LEAF PICK UP							X
WEED CONTROL					X		
EXTERIOR TRASH PICKUP			X				
<p>EACH TIME SITE IS SERVICED, ALL LITTER /DEBRIS WILL BE REMOVED, TREES RESTAKED, POTHOLES FILLED AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS WILL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND REPAIRED.</p>							
IRRIGATION VISUAL		X					
FULL IRRIGATION CHECK						2X	

LANDSCAPE PERFORMANCE SCHEDULE BY BRANCH

Branch: Rancho Cordova, 9845 Folsom Blvd., Sacramento, 95827

AREA	DUTIES	2x/WK	WKLY	MTHLY	QTRLY	YRLY	AS REQUESTED
LAWN	MOW		X				
	FERTILIZE					2X	
	RESEEDING					X	
	MECH EDGE		X				
GROUND COVER	FERTILIZER						
SHRUBS	FERTILIZER					X	
	PRUNE					2X	X
TREES	PRUNE UNDER 14'						
LEAF PICK UP			X				X
WEED CONTROL					X		
EXTERIOR TRASH PICKUP		X					
<p>EACH TIME SITE IS SERVICED ALL LITTER /DEBRIS WILL BE REMOVED, TREES RESTAKED, POT HOLES FILLED & PEST / WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED & REPAIRED.</p>							
IRRIGATION VISUAL		X					
FULL IRRIGATION CHECK						2X	

LANDSCAPE PERFORMANCE SCHEDULE BY BRANCH

Branch: Southgate, 6132 66th Ave., Sacramento, 95823

AREA	DUTIES	2x/WK	WKLY	MTHLY	QTRLY	YRLY	AS REQUESTED
LAWN	MOW		X				
	FERTILIZE					2X	
	RESEEDING					X	
	MECH EDGE		X				
GROUND COVER	FERTILIZER					X	
SHRUBS	FERTILIZER					X	
	PRUNE					2X	X
TREES	PRUNE UNDER 14'						
LEAF PICK UP			X				X
WEED CONTROL					X		
EXTERIOR TRASH PICKUP		X					
<p>EACH TIME SITE IS SERVICED, ALL LITTER /DEBRIS WILL BE REMOVED, TREES RESTAKED, POTHOLES FILLED AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS WILL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND REPAIRED.</p>							
IRRIGATION VISUAL		X					
FULL IRRIGATION CHECK						2X	

LANDSCAPE PERFORMANCE SCHEDULE BY BRANCH

Branch: Sylvan Oaks, 6700 Auburn Blvd., Citrus Heights, 95621

AREA	DUTIES	2x/WK	WKLY	MTHLY	QTRLY	YRLY	AS REQUESTED
LAWN	MOW		X				
	FERTILIZE					2X	
	RESEEDING					X	
	MECH EDGE		X				
GROUND COVER	FERTILIZER						
	WINTER PRUNE					X	IVY
SHRUBS	FERTILIZER					X	
	PRUNE					2X	X
TREES	PRUNE UNDER 14'						
LEAF PICK UP			X				X
WEED CONTROL					X		
EXTERIOR TRASH PICKUP		X					
<p>EACH TIME SITE IS SERVICED, ALL LITTER /DEBRIS WILL BE REMOVED, TREES RESTAKED, POTHOLES FILLED AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS WILL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND REPAIRED.</p>							
IRRIGATION VISUAL		X					
FULL IRRIGATION CHECK						2X	

LANDSCAPE PERFORMANCE SCHEDULE BY BRANCH

Branch: Valley Hi-North Laguna, 7400 Imagination Parkway, Sacramento, 95621

AREA	DUTIES	2x/WK	WKLY	MTHLY	QTRLY	YRLY	AS REQUESTED
LAWN	MOW		X				
	FERTILIZE					2X	
	RESEEDING					X	
	MECH EDGE		X				
GROUND COVER	FERTILIZER						
	WINTER PRUNE					X	IVY
SHRUBS	FERTILIZER					X	
	PRUNE					2X	X
TREES	PRUNE UNDER 14'						
LEAF PICK UP			X				X
WEED CONTROL					X		
EXTERIOR TRASH PICKUP		X					
EACH TIME SITE IS SERVICED, ALL LITTER /DEBRIS WILL BE REMOVED, TREES RESTAKED, POTHOLES FILLED AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS WILL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND REPAIRED.							
IRRIGATION VISUAL		X					
FULL IRRIGATION CHECK						2X	

Attachment 1 to Exhibit B -Cost Proposal

PRICING SCHEDULE

Library Branch	Address	Monthly Quote	Yearly Quote
Arcade	2443 Marconi Ave. 95821	\$ 755.00	\$ 9060.00
Arden-Dimick	891 Watt Ave. 95864	\$ 630.00	\$ 7560.00
Belle Cooledge	5600 S. Land Park Drive 95822	\$ 975.00	\$ 11700.00
Carmichael	5605 Marconi Ave. Carmichael 95608	\$ 985.00	\$ 11820.00
Central	828 I St. 95814	\$ 800.00	\$ 9600.00
Colonial Heights	4799 Stockton Blvd. 95820	\$ 965.00	\$ 11580.00
Del Paso Heights	920 Grand Ave. 95838	\$ 680.00	\$ 8160.00
Elk Grove	8900 Elk Grove Blvd. Elk Grove 95624	\$ 730.00	\$ 8760.00
Ella McClatchy	2112 22 nd St. 95818	\$ 630.00	\$ 7560.00
Fair Oaks	11601 Fair Oaks Blvd. Fair Oaks, 95628	\$ 943.00	\$ 11316.00
Martin Luther King, Jr.	7340 24 th Street Bypass 95822	\$ 920.00	\$ 11040.00
North Highlands/Antelope	4235 Antelope Road Antelope 95843	\$ 835.00	\$ 10020.00
North Natomas	4660 Via Ingoglia St. 95835	\$ 1050.00	\$ 12600.00
Pocket-Greenhaven	7335 Gloria Drive 95831	\$ 880.00	\$ 10560.00
Rancho Cordova	9845 Folsom Blvd. 95827	\$ 785.00	\$ 9420.00
Southgate	6132 66 th Ave. 95823	\$ 1145.00	\$ 13740.00
Sylvan Oaks	6700 Auburn Blvd. 95621	\$ 940.00	\$ 11280.00
Valley Hi-North Laguna	7400 Imagination Parkway, Sacramento	\$ 935.00	\$ 11220.00
TOTAL		\$ 15583.00	\$ 186,996.00

Cost escalation percent Year 2, if any:	1.5	%
Cost escalation percent Year 3, if any:	3.0	%

* Pricing valid for 120 days from 8/16/2019

NOTE: THE ESTIMATED HOURS AND DOLLAR AMOUNT SHOWN BELOW ARE FOR BID EVALUATION PURPOSES ONLY AND DO NOT REPRESENT WHAT THE CONTRACTOR MAY OR MAY NOT EARN THROUGH UNSCHEDULED WORK.

The rate includes all wages, payroll taxes, fringe benefits, insurance, travel time, service call or truck charges, State Department of Industrial Relations (DIR) for labor compliance, including apprentices and prevailing wage, bonds, tools, transportation, overhead and profit, professional and general administrative expenses.

ITEM # 1 - Landscape Maintenance Laborer -- Provide general gardening services, mowing, edging, planting, fertilizing, pruning and trash pickup.

\$ 36.00 per hour, per person

ITEM # 2 – Landscape Irrigation Technician Rate -- Provide irrigation repair for valves, solenoids, controllers, lateral and main piping

\$ 68.00 per hour, per person

ITEM # 3 - PERCENT OF MARKUP ON MATERIALS -- Percentage increase over the best/lowest cost, including Contractor discounts, paid by Contractor for materials approved for replacement or installation. _____% PERCENTAGE MARKUP SHALL NOT BE USED FOR DUMP FEES, EQUIPMENT RENTALS OR ANY OTHER NON-MATERIAL ITEMS.

40 hours x Landscape Maintenance Laborer rate (<i>ITEM # 1</i>) =	\$ 1440.00
40 hours x Landscape Irrigation Tech rate (<i>ITEM # 2</i>) =	\$ 2720.00
TOTAL	\$ 4160.00

September 26, 2019

**Agenda Item 7.3: Contract Renewal: Video Surveillance Systems Services --
Ojo Technology**

TO: Sacramento Public Library Authority Board

FROM: Jarrid P. Keller, Deputy Director

RE: Contract Renewal: Video Surveillance Systems Services -- Ojo Technology

SUGGESTED ACTION(S):

Adopt Resolution 19-39, approving the option to renew the Video Surveillance Systems Services contract with Ojo Technology for one additional year.

REASON FOR RECOMMENDATION:

At the September 28, 2017, Authority Board Meeting, the Authority Board approved a contract with Ojo Technology for video surveillance system services for a two-year term, with an option to renew for an additional year, for a total contract amount not to exceed \$300,000. Ojo provides daily maintenance, repair, replacement and technical support of the Sacramento Public Library video surveillance network. Ojo has been satisfactorily performing the services required of the Library.

The current contract with Ojo will expire on September 28, 2019. Staff recommends the Library exercise the option to renew for an additional year. As of September 1, 2019, \$126,622 has been spent, leaving a remaining balance of \$173,378 in the contract. Staff will come back to the Authority Board in February 2020 if budget augmentation is required.

ATTACHMENT(S):

[7.3 Contract Renewal - Video Surveillance Systems Services - Ojo Technology - RES 19-39.pdf](#)

[7.3 Contract Renewal - Video Surveillance Systems Services - Ojo Technology - EXH A - Second Amendment.pdf](#)



Sacramento Public Library Authority

RESOLUTION 19-39

Adopted by the Governing Board of the Sacramento Public Library Authority on the date of:

September 26, 2019

APPROVING THE RENEWAL OF THE VIDEO SURVEILLANCE SYSTEMS SERVICES CONTRACT WITH OJO TECHNOLOGY FOR ONE ADDITIONAL YEAR

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE SACRAMENTO PUBLIC LIBRARY AUTHORITY AS FOLLOWS:

1. Resolution 19-39 is hereby adopted, approving the renewal of the Video Surveillance Systems Services contract with Ojo Technology for one additional year.
2. The Library Director is authorized to sign all documents related to this contract within the approved terms and consistent with the requirements of the Authority’s Contracts and Procurement Policy.

Darren Suen, Chair
Sue Frost, Vice Chair

ATTEST:

Rivkah K. Sass, Secretary

By: _____
Roxana Puerner, Assistant Secretary

ATTACHMENT(S):

Exhibit A: Contract Renewal: Video Surveillance Systems Services – Ojo Technology, Second Amendment to Nonprofessional Services Agreement dated December 1, 2017.

**SACRAMENTO PUBLIC LIBRARY AUTHORITY
SECOND AMENDMENT TO AGREEMENT**

The **Sacramento Public Library Authority**, a joint powers agency ("AUTHORITY"), and Ojo Technology ("CONTRACTOR"), as parties to that certain December 1, 2017, Non-Professional Services Agreement, including any and all prior amendments modifying said agreement (collectively referred to as the "Agreement"), hereby modify the Agreement as follows:

1. This amendment extends the term of the Agreement for twelve additional months beginning December 1, 2019, and ending November 30, 2020.
2. The Scope of Services shall remain unchanged.
3. CONTRACTOR compensation and terms of payment shall remain unchanged.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

SACRAMENTO PUBLIC LIBRARY AUTHORITY
A Joint Powers Agency

By: _____
Rivkah K. Sass, Library Director

Date: _____

APPROVED TO AS FORM:


By: _____
Jennifer V. Gore, Authority Counsel

Date: _____

Recommended by: _____
Jarrid P. Keller, Deputy Director

Date: _____

**CONTRACTOR
OJO TECHNOLOGY**

DocuSigned by:
By:  _____
Angie Wong
Angie wong

Print Name
President
Title: _____

Date: 9/19/2019

32-0069133
Federal I.D. No.

2433520
State I.D. No.

1012217
Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):
 Individual/Sole Proprietor
 Partnership
 Corporation
 Limited Liability Company
 Other (*please specify*: _____)

September 26, 2019

Agenda Item 7.4: Orangevale Library Expansion Project

TO: Sacramento Public Library Authority Board

FROM: Jarrid P. Keller, Deputy Director

RE: Orangevale Library Expansion Project

SUGGESTED ACTION(S):

Adopt Resolution 19-40, approving the Terms and Conditions of Sacramento County Lease 1864 for the expansion of the Orangevale Library.

REASON FOR RECOMMENDATION:

At the September 2018 Authority Board Meeting, staff provided an update on the status of the possible expansion or relocation of the Orangevale Library. The Library, in partnership with Sacramento County and Supervisor Sue Frost's office, has been looking at alternate locations or the possibility of expanding the Orangevale Library at its current location. The Orangevale Library is located in a leased facility at 8820 Greenback Lane, Suites K, L, and M. Tenancy for this location began in 2001 with an initial 3,300-square-foot facility. In 2008, an additional 1,020 square feet was added, bringing the current site to 4,320 square feet. The facility houses a collection of approximately 13,000 items, while providing public-access computers, photocopiers, printers, early-learning stations, high-speed gigabit internet access, and other services commensurate with Sacramento Public Library service offerings.

Through the cumulative efforts of the Library, County, Supervisor Frost's office, and feedback from the community, it was determined that expanding the Orangevale Library at its current location was the optimal solution to providing Orangevale with a library that meets the needs of the community it serves. In response, the Sacramento County Department of General Services, Lease Management Division, has negotiated lease terms for the expansion of the Orangevale Library for a period of 15 years. Notable additions to the expanded site will include a Community Room, study rooms, dedicated programming space, and teen and children's areas.

Other key features of the agreement are as follows:

Tenant Improvements: The terms and conditions of the lease cover tenant improvements to structurally expand and modify the space from 4,320 square feet to 7,920 square feet.

Outfitting Expanded Facility: The County's portion of fund balance held by the Authority will pay for expenses related to the furnishing and outfitting of the expanded facility including, but not limited to, furniture, millwork, shelving, network infrastructure, paint, carpeting, signage, security enhancements, design services and a new collection. The total of these costs is estimated at \$950,000. Staff will return to the Authority Board in January 2020 with a final estimate of expenses after project details are finalized.

Rent: Rent for the current site is \$1.27 per square foot. Rent costs for the expanded site will be shared between the Authority and the County based on square footage. The Authority will be responsible for 4,320 square feet (the existing square footage for the Orangevale Library), and the County will be responsible for 3,000 square feet (the square footage increase for the expanded site). The new rental rate for the expanded location will be \$1.39 per square foot, plus a \$0.47-per-square-foot monthly amortized improvement cost. An annual escalation rate of \$0.035

per square foot will go into effect during month 18 of the new lease. The respective monthly costs for the Authority and County are detailed in Exhibit F.

Library staff is recommending that the Board approve the expansion of the Orangevale Library and accept the lease terms negotiated by Sacramento County's Department of General Services, Lease Management Section, in order to continue the provision of Library services at the existing Orangevale location.

The proposed expansion is consistent with the acknowledgment, in the Library's Facility Master Plan for 2007-2025, that the size of the existing library is much too small to serve the Orangevale community.

ATTACHMENT(S):

[7.4 Orangevale Library Expansion Project - RES 19-40.pdf](#)

[7.4 Orangevale Library Expansion Project - EXH A - Library Lease.pdf](#)

[7.4 Orangevale Library Expansion Project - ATT A to EXH A - Outline Specifications.pdf](#)

[7.4 Orangevale Library Expansion Project - ATT B to EXH A - Janitorial Specifications.pdf](#)

[7.4 Orangevale Library Expansion Project - ATT C to EXH A - Legal Description.pdf](#)

[7.4 Orangevale Library Expansion Project - ATT D to EXH A - Maintenance Timelines.pdf](#)

[7.4 Orangevale Library Expansion Project - EXH B- Library Authority vs. County Lease Cost Share.pdf](#)



Sacramento Public Library Authority

RESOLUTION 19-40

Adopted by the Governing Board of the Sacramento Public Library Authority on the date of:

September 26, 2019

APPROVING THE EXPANSION OF THE ORANGEVALE LIBRARY AND ACCEPTANCE OF THE PROPOSED LEASE TERMS

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE SACRAMENTO PUBLIC LIBRARY AUTHORITY AS FOLLOWS:

1. The expansion of the Orangevale Library is hereby approved.
2. The terms and conditions of Sacramento County Lease 1864 for the expansion of the Orangevale Library are hereby accepted.
3. The Library Director is authorized to sign any documents related to this contract within the approved terms and consistent with the requirements of the Authority’s Contracts and Procurement Policy.

Darren Suen, Chair
Sue Frost, Vice Chair

ATTEST:

Rivkah K. Sass, Secretary

By: _____
Roxana Puerner, Assistant Secretary

ATTACHMENT(S):

Exhibits: Sacramento County Lease 1864 with Exhibits A through E

LEASE 1864

COUNTY OF SACRAMENTO

**8820 GREENBACK LANE
SUITES H, I, J, K, L AND M
ORANGEVALE, CALIFORNIA 95662**

On Behalf Of:

SACRAMENTO PUBLIC LIBRARY AUTHORITY

Prepared By:

**John Rocha, Program Manager
Lease Management Section**

LEASE 1864

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EXHIBITS

- EXHIBIT "A" – PROPOSED SPACE PLAN
- EXHIBIT "B" – CONSTRUCTION SPECIFICATIONS
- EXHIBIT "C" – JANITORIAL SPECIFICATIONS
- EXHIBIT "D" – LEGAL DESCRIPTION
- EXHIBIT "E" – MAINTENANCE TIMELINES

LEASE AGREEMENT
8820 GREENBACK LANE-SUITES H, I, J, K, L AND M
ORANGEVALE, CALIFORNIA 95662
LEASE 1864

THIS LEASE AGREEMENT (the "Lease") is made between ETHAN CONRAD, a single man (LESSOR) and the COUNTY OF SACRAMENTO, a political subdivision of the State of California (LESSEE), and shall be effective upon the date it is approved by the County of Sacramento Board of Supervisors as set forth on the signature page hereof (the "Effective Date").

ARTICLE 1 – LEASED PREMISES

- 1.1 LEASED PREMISES.** In consideration of the Rent hereinafter reserved and the covenants hereinafter contained, LESSOR does hereby lease to LESSEE and LESSEE does hereby lease from LESSOR the following described property, collectively referred to hereinafter as the "Leased Premises": a mutually agreed area of approximately 7,920 square feet in the building located at 8820 Greenback Lane, Suites H, I, J, K, L and M, Orangevale, California 95662 as more particularly shown on Exhibit "A", attached hereto and made a part hereof by reference, and as described in the attached Exhibit "D", together with the non-exclusive right to use that portion of the parking area designated "Non-exclusive Parking" on Exhibit "A", and the access drives and other parking rights as are contained in this Lease.

ARTICLE 2 – TERM

- 2.1 TERM COMMENCEMENT.** The term of this Lease (the "Term") shall commence and LESSEE's obligation to pay Rent shall accrue upon the earlier to occur of the following two events (the "Commencement Date"):
- A.** Ten (10) days after the Improvements are completed and accepted by LESSEE in writing; or
 - B.** Upon mutual agreement of the parties in writing concerning all of the following: (i) substantial completion of the Improvements and expected full completion of the Improvements, (ii) occupancy of the Leased Premises by LESSEE, and (iii) commencement of Rent.

With regard to the foregoing provisions (A) or (B), the County of Sacramento's Director of the Department of General Services, or

designee (the "Director"), is hereby authorized, on behalf of LESSEE to execute the writings described in either subparagraph (A) or (B) above; provided, however, no authority to modify any other provision of this Lease is given or intended.

2.2 EXPIRATION. Unless sooner terminated as herein provided the Term shall expire and end at 12:00 o'clock midnight, local time on the last day of the calendar month which completes fifteen (15) full years and five (5) months from the Commencement Date (the "Expiration Date").

2.3 OPTIONAL TERM. *Intentionally omitted.*

2.4 EARLY TERMINATION. *Intentionally omitted.*

2.5 HOLDOVER. LESSEE shall have the option to hold possession of the Leased Premises after the Expiration Date upon the same terms and conditions, except that the Monthly Rent shall be increased to 110% of the Monthly Rent upon Lease Expiration. In the event LESSEE remains in possession of the Leased Premises after the Expiration Date, either party may terminate the tenancy by giving a thirty (30) day written notice to the other. The Director is authorized, on behalf of LESSEE, to execute and deliver the written notice provided for herein.

2.6 SURRENDER OF LEASED PREMISES. With specific regard to surrendering the Leased Premises:

A. LESSEE shall return the Leased Premises to LESSOR in "broom clean" condition, free of all personal property, debris and garbage, with no additional liability or cost therefore to LESSEE.

B. All Improvements, fixtures, partitions, or other Alterations made or installed within the Leased Premises by either LESSEE or LESSOR, and paid for by LESSEE, are and shall remain the property of LESSEE. LESSOR shall have the right to request for LESSEE to remove the Improvements, fixtures, partitions, and other Alterations at LESSEE's sole cost and expense. LESSEE shall repair any damage to the Leased Premises resulting from the removal of any Improvements, fixtures, partitions, or other Alterations.

ARTICLE 3 – IMPROVEMENTS

3.1 IMPROVEMENTS IN GENERAL. The Leased Premises will be improved in accordance with those certain plans and specifications attached hereto as Exhibits "A" and "B" (the "Improvements"). Under no

circumstances shall the construction and installation of the Improvements commence prior to the Effective Date of the Lease. **Should LESSOR commence the construction and installation of the Improvements prior to the Effective Date, LESSOR waives its right for compensation and/or reimbursement for Improvement-related activity.** Payment of the Improvement costs shall be as set forth in Paragraph 3.2. Prior to their construction and installation on the Leased Premises, the Improvements shall be more fully described in those detailed plans to be developed by LESSOR in accordance with the process set forth in Paragraph 3.3 below. Construction and installation of the Improvements shall be in accordance with the provisions of Paragraph 3.4 below. Completion of the construction and installation of the Improvements is intended to occur by the time provided in Paragraph 3.8. Failure to adhere to the foregoing may result in the imposition of those liquidated damage remedies provided in Paragraph 3.10 below.

3.2 COST AND PAYMENT OF IMPROVEMENTS. All of the work necessary for the completion of the Improvements, including the development of the detailed plans for the construction and installation of the Improvements shall be at LESSOR's sole cost and expense. Said work shall not be performed or supervised by LESSEE. LESSEE shall have the right to inspect the Leased Premises during construction with regard to compliance with the terms of this Lease.

A. Total Cost of Improvements. The estimated cost of the Improvements is \$412,797 ("LESSEE's Cost"). Payment of the Improvements shall be based on proper evidence of the costs submitted to, and reasonably approved by, LESSEE upon completion of the work.

B. Payment of LESSEE's Cost. LESSEE's Cost pursuant to Paragraph 3.2 shall be repaid as additional Rent, amortized at the rate of seven percent (7%) per annum, payable monthly with the Rent (pursuant to Paragraph 4.1 below), and amortized fully over the Term of this Lease. LESSEE reserves the right to make additional payments, including full repayment, of LESSEE Improvement Cost to LESSOR during the Term, at which time the additional Rent will be recalculated and adjusted.

C. Rent Adjustment. If the actual Improvement cost submitted by LESSOR and approved by LESSEE is less than or greater than the estimated Improvement cost specified in Subparagraph 3.2.A (based on proper evidence of the costs submitted to, and reasonably approved by, LESSEE upon completion of work), then

the difference between said amounts shall be adjusted in the rent schedule outlined in Paragraph 4.1 below. LESSEE's Cost shall be adjusted until such difference has been fully offset. Any adjustment to the Rent or payments to be made pursuant to Article 3 shall be promptly confirmed in writing by LESSOR and the Director, on behalf of LESSEE, within thirty (30) days' notice of any adjustment to the payments of the Improvements.

- D. Payment of Change Orders. If LESSEE requests additional work outside the scope of Exhibits "A" and "B", approved by LESSEE by way of Change Order (based on proper evidence of the costs submitted to, and approved by, LESSEE upon completion of work), then LESSEE shall be responsible for the additional cost. The Director shall have the authority to approve and pay, upon recommendation by the Architectural Services Division, Change Orders not to exceed \$100,000. Said additional cost shall be paid to LESSOR in a lump sum payment within thirty (30) days of LESSEE's receipt of an invoice (i) at the completion of the Improvement project and (ii) commencement of the Lease.

3.3 DESIGN DEVELOPMENT. Detailed plans for the construction and installation of the Improvements shall be developed by LESSOR as follows:

- A. Delivery of the Initial Plans. LESSOR shall furnish to LESSEE, for LESSEE's review and approval, eight (8) complete sets of construction plans and specifications based upon, and developed from, the plans and specifications set forth in Exhibits "A" and "B", within twenty (20) business days from the Effective Date of this Lease.
- B. Failure to Deliver Initial Plans. In the event LESSOR fails to deliver the eight (8) complete sets of construction plans and specifications within the allotted time specified in 3.3.A, then LESSEE shall have the right to assess the liquidated damages as specified in Paragraph 3.10 below, or terminate this Lease. Said termination to be effective upon receipt by LESSOR of LESSEE's written notice to terminate. The Director is authorized to execute said written notice. Any termination resulting from LESSOR's failure to comply with 3.3.A shall not result in any liability whatsoever to LESSEE.
- C. LESSEE's Review. Upon receipt of the aforementioned construction plans and specifications, LESSEE will have five (5) business days for review purposes (the "Review Period"). LESSEE

shall communicate to LESSOR in writing any proposed corrections or modifications to said plans no later than the next business day following the end of the Review Period.

- D.** LESSOR's Revision. LESSOR will have five (5) business days to respond in writing to LESSEE's written request for plan revisions with the proposed corrections or modifications to said plans (the "Revision Period").
- E.** Maximum Timeframe. The Revision Period(s) shall not exceed thirty (30) business days in total, or three (3) separate Revision Periods, whichever is greater. LESSOR shall diligently institute all proposed corrections or modifications requested by LESSEE.
- F.** Notice to Proceed. LESSEE's approval of the complete construction plans and specifications shall be issued in the form of a Notice to Proceed executed by the Director, thus authorizing LESSOR to proceed with the construction of the Improvements.
- G.** Project Schedule. LESSOR shall provide LESSEE with a project schedule as required by Exhibit "B" and approved by LESSEE within fifteen (15) business days from the Effective Date of this Lease ("Project Schedule"). Each phase of the Improvements project shall be completed within the time frame allowed in the Project Schedule.

3.4 CONSTRUCTION STANDARDS. LESSOR shall, at its sole cost and expense, comply with the following:

- A.** Compliance. In addition to those specifications set forth in Exhibits "A" and "B", the Improvements shall comply in all respects with all laws, regulations, rules, and ordinances, whether city, county, state, or federal, as are, from time to time, applicable to the construction of the Leased Premises. This shall include compliance with the current requirements of the appropriate governmental building inspection department concerning the Improvements.
- B.** Codes and Standards. Ensure, throughout the Term and any extensions thereof, that all areas of the Leased Premises requiring accessibility for use by disabled persons, as required by the California Building Code (CBC) and the Americans with Disabilities Act (ADA), remain in full compliance of the CBC and ADA, to include but not limited to: building access and entrances, door

pressure, exterior and interior signage, restrooms, fixtures, drinking fountains, elevators, and handrails.

3.5 STATEMENT REGARDING A CERTIFIED ACCESS SPECIALIST. Pursuant to California Civil Code §1938, LESSOR states that the Leased Premises:

Have not undergone an inspection by a Certified Access Specialist (CASp).

Have undergone an inspection by a CASp and it was determined that the Leased Premises met all applicable construction-related accessibility standards and a disability access inspection certificate has been issued pursuant to California Civil Code §55.51 et seq.

Have undergone an inspection by a CASp and it was determined that the Leased Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

3.6 ASBESTOS. The remediation of asbestos containing materials will be performed in accordance with Paragraph 7.12 below.

3.7 PREVAILING WAGES. If the work to be performed by LESSOR hereunder is a public work as defined in California Labor Code Section 1720.2, then LESSOR must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code.

3.8 TIME OF COMPLETION. LESSOR shall complete all construction, modifications, and punch list work in accordance to and consistent with

the Project Schedule. Under no circumstances will the completion date for the Improvements project be greater than two hundred and ten (210) calendar days from the date this Lease is approved by the County of Sacramento Board of Supervisors.

3.9 OCCUPANCY. Occupancy of the Leased Premises by LESSEE prior to the completion of the Improvements shall not relieve LESSOR from full compliance of the requirements of Exhibits "A" and "B", the approved detailed plans, nor from full compliance with any other provision of this Lease.

3.10 LIQUIDATED DAMAGES. LESSOR acknowledges and agrees that failure by LESSOR to timely comply with the provisions of Article 3 will cause LESSEE to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to determine. Such costs include but are not limited to: processing and accounting charges, costs of design and review of plans and specifications, and relocation of workers and legal fees. In the event LESSOR is not in compliance with the provision of Paragraph 3.8, with the exception of an unreasonable delay caused by LESSEE, LESSOR shall pay to LESSEE as liquidated damages an amount equal to one thousand dollars (\$1,000) for each day that LESSOR's non-compliance continues. LESSEE may, at its discretion, elect to (i) take any of the liquidated damages assessed as a cash payment; or (ii) as a reduction of Rent due from LESSEE under this Lease. The parties agree that this amount represents a fair and reasonable estimate of the costs LESSEE will incur by reason of non-compliance by LESSOR. Acceptance of payment of this amount by LESSEE shall not prevent LESSEE from subsequently exercising any other rights and remedies available hereunder or which may be available in law or equity.

ARTICLE 4 – RENT

4.1 MONTHLY RENT. The monthly rental rate (the "Rent") during the Term of this Lease shall be as shown below. The Rent shall be payable in arrears. Yearly rental rate increases, if any, shall begin on the first day of the month following the Commencement Date established in Paragraph 2.1 should said Commencement Date be established on a date other than the first day of the month.

Term In Months	Base Rental Rate*	Base Monthly Rent	Amortized Improvement Monthly Cost**	Total Monthly Rent***
01-05	\$0	\$0	\$0	\$0

Term In Months	Base Rental Rate*	Base Monthly Rent	Amortized Improvement Monthly Cost**	Total Monthly Rent***
06-17	\$1.390	\$11,008.80	\$3,710.34	\$14,719.14
18-29	\$1.425	\$11,286.00	\$3,710.34	\$14,996.34
30-41	\$1.460	\$11,563.20	\$3,710.34	\$15,273.54
42-53	\$1.495	\$11,840.40	\$3,710.34	\$15,550.74
54-65	\$1.530	\$12,117.60	\$3,710.34	\$15,827.94
66-77	\$1.565	\$12,394.80	\$3,710.34	\$16,105.14
78-89	\$1.600	\$12,672.00	\$3,710.34	\$16,382.34
90-101	\$1.635	\$12,949.20	\$3,710.34	\$16,659.54
102-113	\$1.670	\$13,226.40	\$3,710.34	\$16,936.74
114-125	\$1.705	\$13,503.60	\$3,710.34	\$17,213.94
126-137	\$1.740	\$13,780.80	\$3,710.34	\$17,491.14
138-149	\$1.775	\$14,058.00	\$3,710.34	\$17,768.34
150-161	\$1.810	\$14,335.20	\$3,710.34	\$18,045.54
162-173	\$1.845	\$14,612.40	\$3,710.34	\$18,322.74
174-185	\$1.880	\$14,889.60	\$3,710.34	\$18,599.94

* The Base Rental Rate reflects an annual escalation rate of \$0.035 per square foot after the first five months.

** Subject to adjustment based upon final Improvement cost total.

*** Subject to adjustment as defined by Article 3.

4.2 OPTIONAL TERM RENT. *Intentionally omitted.*

ARTICLE 5 – TAXES AND ASSESSMENTS

5.1 TAXES AND ASSESSMENTS. LESSOR shall pay all Real Estate Taxes assessed against the Leased Premises, and any other assessments of whatever character which may become a lien against said Leased Premises.

5.2 REAL ESTATE TAXES DEFINED. The term “Real Estate Taxes” means all taxes, rates, and assessments, general or special, levied or imposed with respect to the land, the Leased Premises, or the Improvements constructed thereon (including all taxes, rates and assessments, general or special, levied or imposed for school, public betterment and/or general or local Improvements). If the system of real estate taxation is altered or varied, and any new tax or levy is levied or imposed on said Leased Premises, or LESSOR, in substitution for or modification of Real Estate Taxes presently levied or imposed in the jurisdiction where the Leased Premises is located, then such new tax or levy shall be included within the term “Real Estate Taxes”.

ARTICLE 6 – UTILITY AND SERVICE PAYMENTS

6.1 GAS AND ELECTRICITY. LESSEE shall pay all gas and electricity utility charges for heating, cooling, and lighting purposes and operation of all LESSEE office equipment, inclusive of LESSEE's computers and computer-related equipment, used on the Leased Premises.

LESSOR warrants that gas and electric meters are for the Leased Premises exclusively and exclude common area spaces. LESSOR shall provide meter numbers for the Leased Premises ten days prior to the Commencement Date. Upon the Commencement Date, LESSEE shall not be responsible for gas and electricity costs until LESSOR provides meter numbers.

6.2 REMOVAL OF GARBAGE, WASTE AND RECYCLABLE MATERIALS. LESSOR shall, without additional charge, furnish regular and adequate garbage, waste and recyclable material removal services.

6.3 SEWER AND WATER. LESSOR shall furnish, without additional charge, sewer and water service to the Leased Premises.

6.4 JANITORIAL SERVICE. LESSOR shall furnish all necessary janitorial service as described in Exhibit "C" attached hereto and incorporated herein by reference.

6.5 FAILURE TO MAKE PAYMENT. In the event LESSOR fails to pay any of the charges, rates, or payments for the aforementioned utilities and services when due, LESSEE may, at LESSEE's option, pay the outstanding charge, rate, fee, or payment, including LESSEE staff time, and deduct said amount from the Rent to accrue.

ARTICLE 7 – MAINTENANCE AND REPAIR

7.1 LESSOR'S MAINTENANCE AND REPAIR OBLIGATIONS. LESSOR shall, at LESSOR's sole cost and expense, and in accordance with the terms of this Lease, keep the Leased Premises in good order, repair and tenantable condition at all times during the Term; including, but not limited to: the roof, ceiling, interior and exterior walls and doors, glazing, flooring, elevators, plumbing, water pipes, hot water heater, kitchen appliances, alarm systems, fire extinguishers, lighting (including, but not limited to, bulbs, tubes, fixtures, lens covers, ballasts, emergency lights, security lights and exterior lights), heating, ventilating and air conditioning units, and toiletry dispensers.

7.2 TIMING OF MAINTENANCE WORK. All maintenance and repair work requested by LESSEE, shall be performed by LESSOR (or LESSOR's agent) in a timely fashion and in accordance with the terms herein. LESSEE and LESSOR, in their reasonable discretion, shall determine if the requested maintenance or repair requires an Emergency, Urgent or Routine response by LESSOR.

A. Emergency. Maintenance, repair and/or replacement work determined to be an Emergency by LESSEE and LESSOR and to be performed by LESSOR (or LESSOR's agent), shall be scheduled and arranged by LESSOR in accordance with the response times more particularly identified or defined in Exhibit "E" (attached hereto) and with LESSEE's knowledge and consent.

If LESSEE is unable to reach LESSOR (or LESSOR's agent), after LESSEE makes reasonable active efforts to notice LESSOR, by emailing and calling at least three (3) different appropriate representatives for LESSOR, and LESSOR is unreachable or non-responsive, then within two (2) hours of commencement of notification efforts, LESSEE may arrange for said emergency maintenance, repair, and/or replacement work and deduct the cost, pay the outstanding charge, rate, fee, or payment, including LESSEE staff time, and deduct said amount from the Rent to accrue.

B. Urgent. Maintenance, repair, and/or replacement work determined to be Urgent by LESSEE and to be performed by LESSOR (or LESSOR's agent), shall be scheduled and arranged by LESSOR in compliance with the response times more particularly identified or defined in Exhibit "E" (attached hereto) and with LESSEE's knowledge and consent.

C. Routine. Maintenance, repair, and/or replacement work determined to be Routine by LESSEE and to be performed by LESSOR (or LESSOR's agent), shall be scheduled and arranged by LESSOR in compliance with the response times more particularly identified or defined in Exhibit "E" (attached hereto) and with LESSEE's knowledge and consent. Maintenance, repair, and/or replacement work determined to be Routine by LESSEE which would disrupt LESSEE's operation and use of the Leased Premises or any portion thereof shall not be performed during LESSEE's business hours.

D. Planned preventative maintenance initiated by LESSOR. Preventative maintenance, repair, and/or replacement work

initiated by LESSOR and to be performed by LESSOR (or LESSOR's agent), shall be scheduled and arranged by LESSOR with LESSEE's knowledge and consent a minimum of three (3) business day in advance of any planned preventative maintenance, repair, replacement, or improvement. Preventative maintenance, repair, replacement work or improvement which would disrupt LESSEE's operation and use of the Leased Premises or any portion thereof shall not be performed during LESSEE's business hours.

7.3 MAINTENANCE, MONITORING, AND TESTING OF LIFE/HEALTH/SAFETY SYSTEMS. LESSOR shall perform annual maintenance, monitoring, and testing of all Life/Health/Safety Systems; including but not limited to: emergency lighting, fire alarm systems, fire extinguishers, smoke detectors, and all mechanical systems. LESSOR shall provide to LESSEE a written report of said maintenance and testing within thirty (30) days of LESSEE's written request.

7.4 LIGHTING. LESSOR shall furnish, maintain, and repair all light fixtures; including the prompt replacement of all extinguished ballasts, light bulbs and/or tubes at all times during the Term. LESSOR shall also dispose of all extinguished light bulbs and/or tubes in accordance with the standards set forth by the California Code of Regulations (CCR) Title 22, Chapter 23.

7.5 EXTERIOR. LESSOR shall with specific regard to exterior maintenance and repair of the Leased Premises:

A. Landscaping. LESSOR shall furnish all landscaping maintenance, repair and replacement.

B. Parking Lot. As to all parking areas shown on Exhibit "A", LESSOR shall furnish parking lot sweeping, maintenance and repair, cleaning, re-striping, and re-surfacing (when necessary, as agreed to by both parties).

C. Graffiti Removal. LESSOR shall promptly remove all graffiti from the exterior walls of the Leased Premises and from all of the exterior of the Leased Premises. If LESSOR fails to remove any such graffiti from the exterior of the Leased Premises within forty eight (48) hours of LESSOR's receipt of written notice by LESSEE, LESSEE may perform, or cause to be performed, removal of said graffiti and deduct the actual costs thereof from the Rent. For purposes of the self-help remedy herein granted, LESSOR hereby grants to LESSEE all rights necessary to exercise such remedy.

D. Security Patrol. LESSOR to provide onsite security to the Leased Premises.

7.6 WALL AND FLOOR FINISH. With specific regard to wall and floor finishing:

A. Walls. LESSOR shall, at its sole cost and expense, paint all paintable surfaces within the interior of the Leased Premises with colors subject to LESSEE's approval prior to the Lease Commencement Date.

B. Floors. LESSOR shall, at its sole cost and expense, install carpet and other flooring materials, in accordance with Exhibits "A" and "B", prior to the Lease Commencement Date.

7.7 PEST CONTROL. LESSOR shall provide, at its sole cost and expense, all structural and non-structural pest control service for the Leased Premises. Said pest control service shall be provided on a scheduled basis, at a minimum quarterly, and address the following: structural pests, non-structural pests, landscaping pests and organisms, termites, dry rot, and powder post beetles.

7.8 MECHANICAL SYSTEM SERVICE. LESSOR shall, at its sole cost and expense, provide the following:

A. Employ a licensed heating and air conditioning contractor to inspect, service, maintain, repair and replace, as necessary all mechanical systems of the Leased Premises on a regular and consistent basis to maintain the original performance and operation of the systems.

B. Perform annual inspections of all mechanical systems of the Leased Premises; including, but not limited to, the heating, ventilating, and air-conditioning system. Annual inspections shall occur during the months of February or March, in anticipation of the air-conditioning season.

C. Heating, Ventilating, And Air Conditioning (HVAC). Use air filters manufactured in accordance with industry standards and for use in the specific model of the mechanical system of the Leased Premises and shall replace said air filters upon occupancy and on a quarterly basis (i.e. every 90 days) starting ninety (90) days from the Commencement Date and continuing until the Termination of this Lease. The HVAC system shall be capable of maintaining comfort conditions between 68 and 78 degrees

throughout all conditioned areas at all times of the year. The cooling system shall be designed to maintain 76°F inside when the outside temperature is 100°F. The heating system shall be designed to maintain 70°F inside when the outside temperature is 30°F.

- D. Provide a copy of the mechanical system service record to LESSEE prior to the Commencement Date and upon LESSEE's request during the Term.
- E. Ensure that all inspections, maintenance and repair of the mechanical system be documented in writing and available for review within forty eight (48) hours of request as stated in Title 8, California Code of Regulations, Section 5142(b). Records must be kept for a minimum of five (5) years.

7.9 ALARM SERVICES. The parties acknowledge and agree:

- A. **Intrusion Alarm System.** LESSEE shall provide and pay for, during the Term of this Lease or renewal thereof, maintenance and monitoring of the Intrusion Alarm System located at the Leased Premises, which was installed on or before the Commencement Date.
- B. **Access Control System.** LESSEE shall, at LESSEE's discretion, provide and pay for, during the Term of this Lease or renewal thereof, maintenance and monitoring of the Access Control System installed on the Leased Premises. LESSOR shall maintain new and existing doors and door hardware including but not limited to: doors, door frames, electric strikes, lever sets or mag-locks, and panic bars.
- C. **Fire Alarm.** LESSOR shall provide and pay for, during the Term of this Lease or renewal thereof, maintenance and monitoring of the Fire Alarm System installed or existing on the Leased Premises.

7.10 REPAIR CONTACT. For those maintenance and repair duties undertaken by LESSOR under the provisions of this Lease, LESSEE may notify (i) LESSOR or (ii) in the sole event of LESSOR's failure to respond in accordance with Exhibit "E", LESSOR's designated maintenance or repair vendor as hereinafter provided.

- A. **Repair Contacts.** On or before the Lease Commencement Date, LESSOR shall designate in writing sources to be called when

repairs to the Leased Premises are required. Information regarding these sources shall include names, addresses, telephone numbers, fax numbers, and email addresses (to the extent such vendor uses all of the aforementioned modes of communication).

B. Emergency/After Hours Repair Contacts. On or before the Lease Commencement Date, LESSOR shall designate in writing a list of additional sources to be called when emergency or after hours repair to the Leased Premises is required. Said sources shall be called in the event LESSEE is unable to contact LESSOR or LESSOR's agent within the later of (i) a reasonable time under the circumstances or (ii) the relevant timelines described in Exhibit "E". This list shall include, as to each source, name, address, telephone number, fax number, and email address (to the extent such vendor uses all of the aforementioned modes of communication).

C. Self-Help. In the event LESSOR fails, refuses or neglects to make those repairs or replacements for which LESSOR is obligated, within the timelines specified in Exhibit "E", then LESSEE may, in addition to any other remedy LESSEE may have, make, or cause to be made, such repairs and may thereafter deduct the actual cost so incurred from the next monthly installment of Rent due plus an administrative fee. Said administrative fee shall not be less than \$500.00 USD or greater than a maximum of eighteen percent (18%) of the actual cost incurred whichever sum is greater.

7.11 LESSEE-CAUSED MAINTENANCE AND REPAIR OBLIGATIONS. In the event LESSEE requests maintenance and repair work from LESSOR pursuant to Paragraph 7.1 above, and said maintenance and repair work is later determined to be caused by the unreasonable acts of LESSEE, its officers, employees, agents, volunteers, or invitees (based on proper documentation submitted to, and approved by, LESSEE), then LESSEE shall reimburse LESSOR, LESSOR's agent (property manager), or LESSOR's vendor for the actual amount of said maintenance and repair work within thirty (30) days of LESSEE's receipt of a proper invoice. Upon satisfactory completion thereof, the Director shall have the authority to approve and pay said reimbursement (including applicable overhead and profit as identified in Subparagraph 11.5.C).

7.12 ASBESTOS. If, in the performance of the construction of the Improvements, or of any maintenance or Alterations by LESSOR or LESSEE, it is determined that asbestos-containing materials will have to

be removed from the Leased Premises, then LESSOR shall engage the services of a licensed asbestos contractor for the removal of such materials. All asbestos-containing materials removed from the Leased Premises shall be promptly replaced with materials in accordance with those specifications set forth in Exhibits "A" and "B". Any cost and expense which may be caused by the need to hire such asbestos contractor, either for the removal of asbestos-containing materials, or the replacement of such materials (in accordance with those specifications set forth in Exhibits "A" and "B"), shall be borne solely by LESSOR.

ARTICLE 8 – INDEMNITY

8.1 INDEMNIFICATION.

- A.** To the fullest extent permitted by law, each of the parties shall indemnify, defend and hold harmless each of the other parties, their respective officers, directors, officials, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, sustained by any person or to any property in, on, or about the Leased Premises resulting in injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the their respective officers, directors, officials, employees, volunteers, agents, contractors, invitees, or guests.
- B.** It is the intention of the parties that the provisions of this indemnity be interpreted to impose on each party responsibility to the other for the acts and omissions of their officers, directors, officials, employees, volunteers, agents, contractors, invitees, or guests. It is also the intention of the parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any Claims attributable to the fault of that party, its officers, directors, officials, employees, volunteers, agents, contractors, invitees, or guests.
- C.** This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties.

- D. Nothing in this indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- E. The provisions of this indemnity shall survive the expiration or termination of the Lease.

ARTICLE 9 – INSURANCE

9.1 INSURANCE.

- A. LESSOR agrees that it shall, during the Term of this Lease, or any extensions thereof, and at its own expense, keep the Leased Premises and any structural improvements on the Leased Premises insured in sufficient amounts against loss or damage by fire and other casualty commonly covered by standard fire and all risk coverage insurance including flood coverage. Valuation shall be on a replacement cost basis. LESSOR does hereby release and waive on behalf of itself and its insurer by subrogation or otherwise, all claims against LESSEE on account of any fire or other casualty insured against whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of LESSEE.
- B. LESSEE agrees that it shall, during the Term of this Lease, or any extensions thereof, and at its own expense, keep its contents, non-structural improvements and personal property located on the Leased Premises fully insured against loss or damage by fire or other casualty, commonly covered by standard fire and all risk coverage insurance including flood coverage. Valuation shall be on a replacement cost basis. LESSEE does hereby release and waive on behalf of itself and its insurer by subrogation or otherwise, all claims against LESSOR on account of any fire or other casualty insured against whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of LESSOR.
- C. LESSOR shall maintain property damage and public liability insurance covering the Leased Premises. Liability insurance coverage shall be not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for injury or property damage.
- D. LESSOR shall furnish a certificate substantiating the fact that LESSOR has taken out the insurance herein set forth for the period

covered by the Lease with an insurance carrier(s) with an A.M. Best financial rating of not less than A-:VII and authorized to do business in the State of California. LESSOR's insurance policy required by this Lease shall maintain all insurance coverages and limits in place at all times and provide LESSEE with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

- E.** LESSOR is required by this Lease to immediately notify LESSEE if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. LESSOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Lease.
- F.** The certificate of insurance shall be filed with the County of Sacramento, not less than ten (10) days prior to the Commencement Date by the LESSEE.
- G.** LESSEE is self-insured for liability and shall furnish LESSOR a letter confirming this upon request.
- H.** LESSEE and LESSOR shall be solely responsible for payment of any deductible in their respective insurance or self-insurance programs, in the event of a claim.
- I.** The insurance and self-insurance coverage limits to be maintained by LESSEE and LESSOR hereunder shall not limit LESSEE's or LESSOR's liability under this Lease.
- J.** Notification of Claim. If any claim for damages is filed with LESSOR or if any lawsuit is instituted against LESSOR, that arise out of or are in any way connected with LESSOR's performance under this Lease and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect LESSEE, LESSOR shall give prompt and timely notice thereof to LESSEE. Notice shall not be considered prompt and timely if not given within thirty (30)

days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

ARTICLE 10 – USE OF LEASED PREMISES

10.1 USE OF LEASED PREMISES.

- A.** LESSEE may use and occupy the Leased Premises during the Term by the County of Sacramento, Sacramento Public Library Authority and for any other lawful uses. LESSEE shall not use the Leased Premises or permit the Leased Premises to be used in whole or in part for any purpose or use that is in violation of any of the laws, ordinances, regulations, or rules of any public authority at any time.
- B.** LESSOR consents that LESSEE, throughout the Term of this Lease, may post and maintain, in locations proximate to all exterior entrances to the Leased Premises and the building in which the Leased Premises is situated, signs prohibiting smoking on the Leased Premises within twenty (20) feet of all entrances, exits, open windows, ventilation intake systems, and covered walkways.

ARTICLE 11 – GENERAL

11.1 TIME IS OF THE ESSENCE. LESSOR and LESSEE acknowledge and affirm that time is of the essence in the performance of the terms of this Lease.

11.2 DAMAGE TO LEASED PREMISES. In the event of the following:

- A.** Minor Damage. If ten percent (10%) or less of the floor space of the Leased Premises is rendered unusable for the purposes intended, because of fire or other casualty, LESSOR shall restore the Leased Premises as quickly as reasonably possible.
- B.** Moderate Damage. In the event that destruction of the Leased Premises renders between eleven percent (11%) and thirty percent (30%) of the floor space unusable, LESSOR shall give notice to LESSEE as to the time required to make the repairs. If LESSOR has not given such notice within fifteen (15) days after the destruction, or if the time for repair is considered unreasonable by LESSEE, or if LESSOR does not diligently pursue the repairs, LESSEE may make the repairs itself, deducting the costs from the Rent.

- C. Extensive/Total Damage. If more than thirty percent (30%) of the floor space of the Leased Premises is destroyed by fire or other casualty, or if the Leased Premises is totally destroyed, then LESSEE, at its discretion, may terminate this Lease.
- D. Compensation. In the event of any destruction described above where LESSEE remains in possession of the Leased Premises, the Rent shall be reduced by the percentage of unusable space. If the reduction in space, or the need to remediate the damage to the Leased Premises, causes LESSEE to incur costs, such as relocation of furniture or personal property, then LESSOR shall be responsible for all LESSEE costs associated with the damage to the Leased Premises.

11.3 RISK OF HAZARDS. LESSEE shall not do anything on the Leased Premises, nor bring or keep anything thereon which will in any way increase the risk of fire or the rate of insurance, or which shall conflict with the regulations of any fire district having jurisdiction.

11.4 ACCESS AND USE RIGHTS.

- A. LESSEE shall have the exclusive right to use all interior and exterior areas of the Leased Premises as same are identified as shown on Exhibit "A", and legally described on Exhibit "D", which exhibits are attached hereto and made a part hereof.
- B. In the event of a reduction in LESSEE's rights under Subparagraph 11.4.A above, and the reduction, in LESSEE's opinion, renders the Leased Premises unsuitable for LESSEE's operations, and LESSOR does not furnish equivalent access and rights within thirty (30) days of said reduction, LESSEE may terminate this Lease by giving ninety (90) days written notice to LESSOR.

11.5 ALTERATIONS BY LESSEE. "Alterations" shall mean any Improvement made or installed during LESSEE's possession of the Leased Premises (the "Alterations").

- A. Permission. LESSEE may make Alterations to the Leased Premises necessary for the accommodation of LESSEE'S uses subject to first securing LESSOR's advance approval which shall not be unreasonably withheld or delayed. Prior to the commencement of any Alteration to the Leased Premises, LESSEE shall notify LESSOR of the desired Alteration, which shall include a written description of the Alteration deemed necessary together with any

other reasonable and customary substantiation therefore, if available.

- B.** Performance by LESSEE. LESSEE shall have the option to undertake and perform the Alteration on its own behalf using LESSEE's choice of agent, vendor and/or contractor. Permission to use an agent, vendor, and/or contractor of LESSEE's choice in making an Alteration of the Leased Premises shall not be unreasonably withheld by LESSOR. LESSEE shall be responsible for making certain that LESSEE's agent, vendor, and/or contractor has adequate workers compensation and liability insurance as would be required by LESSOR for the level of Alteration required.
- C.** Performance by LESSOR. In the event LESSOR performs the Alteration through LESSOR's agent, vendor, and/or contractor, then LESSOR shall provide written cost estimates (quantity of written cost estimates to be determined by LESSEE based on size and scope of Alteration) to LESSEE for the cost of the desired Alteration. LESSOR's overhead and profit on Alteration projects shall be limited to five percent (5%) of the total hard costs of the Alteration project (hard costs exclude building permit fees, school impact fees, sewer/water connection fees, electrical grid connection fees, and furniture/workstation moving costs involved in the Alteration project). Upon approval of the cost estimate and completion of the Alteration, LESSEE shall pay the full cost of the Alteration project to LESSOR in a lump sum payment (based on proper documentation of the costs submitted to, and approved by, LESSEE upon completion of the work). The Director shall have the authority to approve and pay the full cost of the Alteration at the completion of the desired Alteration. The total price payable by LESSEE to LESSOR for the Alterations shall be less than \$15,000 and paid within thirty (30) days of LESSEE's receipt of a proper invoice issued upon satisfactory completion thereof. LESSOR shall maintain any Alteration after the Alteration is performed over the remaining terms of the Lease or renewal thereof regardless of whether LESSOR performs the Alteration or if LESSEE performs the Alteration.
- D.** Asbestos. The remediation of asbestos containing materials will be performed in accordance with Paragraph 7.12 above.

11.6 LESSEE'S RIGHT TO OFFSET AND SELF-HELP. LESSEE shall have the right (but not the obligation) to fulfill LESSOR's obligations with respect to any duties or obligations further described in Article 5, Article 6, Article 7, or Article 8 (LESSEE shall have access to utility systems and

elements outside the Leased Premises which service the Leased Premises in order to do so) in the event LESSOR defaults in its obligations to do the same, after the expiration of appropriate notice from LESSEE in the manner prescribed herein, and LESSOR's failure to cure. In such event, LESSEE shall deduct its actual cost so incurred from the next monthly installment of Rent due plus an administrative fee. Said administrative fee shall not be less than \$500.00 USD or greater than a maximum of eighteen percent (18%) of the actual cost incurred whichever sum is greater.

11.7 LESSOR'S RIGHT TO LEASE. LESSOR warrants LESSOR is well seized of and has good title and right to lease the Leased Premises, will defend the title thereto, and will indemnify LESSEE against any damage and expense which LESSEE may suffer by reason of any lien, encumbrance, restriction or defect in the title to or description herein of the Leased Premises. LESSOR shall immediately provide to LESSEE sufficient documentation, at the sole discretion of LESSEE, (e.g.: partnership agreement, grant deed, trust deed, trust, corporate resolution, or articles of incorporation) to support this warranty within ten (10) days of LESSEE's request. If at any time LESSOR's title or right to receive Rent hereunder is disputed, LESSEE may withhold Rent thereafter until LESSEE is furnished with proof satisfactory to LESSEE as to the proper person entitled to receive the Rent.

11.8 LESSOR'S SUCCESSORS IN INTEREST/ASSIGNS. If LESSOR conveys its leasehold interest in the Leased Premises to another party prior to the time LESSEE shall be required to pay Rent to the new owner, LESSEE shall be furnished with a fully executed assignment of LESSOR's interest, together with a notification of the transfer executed by both LESSOR and the successor LESSOR, and the address for payment of Rent.

A. This Lease shall be binding upon and inure to the successors-in-interest and assigns of LESSOR.

B. LESSEE shall have the right and option to assign this Lease or any part hereof, or underlet the whole, or any part of said Leased Premises, without the consent of LESSOR. Assignment or subleasing by LESSEE will not release LESSEE from the obligations contained herein.

11.9 WRITTEN COMMUNICATIONS AND NOTICE. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally, sent by fax, as evidenced by a

fax transmittal, or sent by prepaid, first class, certified mail, or nationally recognized over-night delivery company. Such matters shall be addressed to the other party at the following addresses:

To LESSOR at:

Ethan Conrad
1300 National Drive, Suite 100
Sacramento, CA 95834

Phone No. (916)779-1000
FAX No. (916)779-1200
Email Address. rmcginnis@ethanconradprop.com

To LESSEE at:

County of Sacramento
Real Estate Division
3711 Branch Center Road
Sacramento, California 95827

Phone No. (916) 876-6200
FAX No. (916) 876-6391

Or such other address as a party may designate to the other by notice. Such notice shall be deemed effective five (5) days after transmittal, as herein provided.

11.10 AMENDMENT AND WAIVERS. This Lease constitutes the entire understanding of the parties hereto and shall not be altered or amended except by a supplementary agreement in writing and executed under proper authority by both parties. The failure of either LESSOR or LESSEE to exercise the rights granted hereunder shall not constitute a waiver of the same either at the time or upon a later recurrence.

11.11 RIGHT AND REMEDY. No delay or omission in the exercise of any right or remedy of either party on any default of the other party shall impair such a right or remedy or be construed as a waiver of such default. Any waiver by either party of any default of the other party shall be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Lease.

11.12 AGREEMENT CONSTRUCTION AND INTERPRETATION. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Lease. Whenever required by the context of this Lease, the singular shall include the plural and the masculine shall include the feminine and vice versa. It is agreed and acknowledged by the parties hereto that the provisions of this Lease have been arrived at through negotiations, and that each of the parties has had a full and fair opportunity to consult with counsel and to revise the provisions of this Lease. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construction or interpreting this Lease. All exhibits referred to in this Lease are attached and incorporated by this reference.

11.13 RECORDATION OF LEASE. This Lease shall not be recorded, but, at the request of either party, the parties agree to execute a Memorandum of Lease in recordable form which may be recorded by either party.

11.14 SUBORDINATION. This Lease is and shall be prior to any encumbrance recorded after the date of this Lease or Memorandum of Lease affecting the building, other Improvements, and land of which the Leased Premises are a part.

If, however, a lender requires that this Lease be subordinate to any such encumbrance, this Lease shall be subordinate to that encumbrance, only if LESSOR first obtains from the lender a written agreement that provides the following (or language substantially similar in a commercially reasonable form):

"As long as LESSEE performs its obligations under this Lease, no foreclosure of, deed given in lieu of foreclosure of, or sale under the encumbrance, and no steps or procedures taken under the encumbrance, shall affect LESSEE's rights under this Lease. LESSEE's rights under this Lease shall not be disturbed and shall remain in full force and effect for the Term, and LESSEE shall not be joined by the holder of any mortgage or deed of trust in any action or proceeding to foreclosure thereunder."

LESSEE shall attorn to any purchaser at any foreclosure sale, or to any grantee or transferee designated in any deed given in lieu of foreclosure.

LESSEE shall execute the subordination and non-disturbance agreement, in a form acceptable to LESSEE, and any other documents reasonably required by the lender to accomplish the purpose of this Paragraph 11.14.

LESSOR shall endeavor in good faith to provide LESSEE, within forty-five (45) days after the date of full execution of this Lease, a commercially reasonable non-disturbance, subordination and attornment agreement in favor of LESSEE from any ground lessors, mortgage holders or lien holders (each, a "Superior Mortgage") then in existence. Such non-disturbance agreement shall be in recordable form and may be recorded at LESSEE's election and expense.

11.15 ESTOPPEL. Upon LESSOR's written request, LESSEE shall deliver to LESSOR a written statement containing the following information, current as of the date of the statement: (A) the status of the Lease. (B) An explanation of any default claims LESSEE may have against LESSOR.

(C) The term of the Lease. (D) The monthly rental payable. LESSEE shall deliver such statement to LESSOR or to any prospective purchaser upon LESSOR's request. Any such statement by LESSEE may be given to any prospective purchaser or encumbrancer of the property.

11.16 CONDEMNATION. In the event of a condemnation of the Leased Premises or of any other rights of LESSEE hereunder, each of the parties hereto shall have and retain their separate and independent rights for loss, costs, and damages against the condemning authority. Should more than ten percent (10%) of the building on the Leased Premises, or of any other rights be taken so as to render the remaining Leased Premises or rights impractical for use of LESSEE, and LESSOR does not, within a reasonable time, reconfigure the remaining property so that the usability of the Leased Premises and other rights shall be substantially the same, LESSEE may terminate the Lease by giving LESSOR thirty (30) days' notice. In the event less than all of the Leased Premises or other rights are condemned, and the balance remaining after any reconfiguration, may reasonably be devoted to the use of LESSEE, and LESSEE does not elect to terminate, then the rental rate shall thereafter be reduced to the extent that the market rental value of the facilities is reduced by such taking and any reconfiguration.

11.17 FORCE MAJEURE. Neither LESSOR nor LESSEE shall be deemed to be in breach of this Lease if either is prevented from performing any of its obligations herein by reason of strike, boycott, labor dispute, embargo, shortage of energy or materials, act of God, act of a public enemy, act of a superior governmental authority, weather conditions, rebellion, riot, sabotage, delays in obtaining building permits or other governmental approvals or any other circumstance for which it is not responsible, or which is not within its reasonable control (collectively, "Force Majeure Delay").

11.18 APPROPRIATION OF COUNTY FUNDS; CONSTITUTIONAL DEBT LIMITATION; VACATION OF LEASED PREMISES; TERMINATION OF LEASE. LESSOR and LESSEE acknowledge and agree that the obligation of LESSEE to pay Rent under this Lease is contingent upon the availability of County funds which are appropriated and allocated by County of Sacramento's governing body for the payment of Rent. In this regard, should LESSEE vacate the Leased Premises due to the unavailability of County funds, the parties agree that this Lease shall terminate. Said termination date shall be the last day of the month from date LESSEE vacates and surrenders possession. For any resulting uncured default by LESSEE hereunder, LESSOR may declare all Rent payments to the end of the County's current fiscal year to be due, including any delinquent Rent from prior budget years. However, in no

event shall LESSOR be entitled to a remedy of acceleration of the total Rent payments due over the Term of this Lease.

The parties acknowledge and agree that the limitations set forth above are required by Article 16, Section 18 of the California Constitution. Further, LESSOR and LESSEE acknowledge and agree that Article 16, Section 18, of the California Constitution supersedes any law, rule, regulation or statute, which conflicts with the provisions of this Paragraph 11.18.

Notwithstanding the foregoing, LESSOR may have other rights or civil remedies to seek relief due to LESSEE's continuing possession of the Leased Premises and sue for the Rent as it becomes due.

LESSEE shall notify LESSOR of LESSEE's intent to seek the approval of the County of Sacramento Board of Supervisors to vacate the Leased Premises and terminate the Lease under this provision.

11.19 FEDERAL OR STATE FUNDING; REDUCTION IN LEASED PREMISES; TERMINATION OF LEASE. *Intentionally omitted.*

11.20 UNPAID AMORTIZED IMPROVEMENT COSTS. If, as a result of the unavailability of County funds, which are appropriated or allocated by LESSEE's governing body for the payment of Rent hereunder, the Lease is terminated before the Improvements have been fully amortized, then LESSOR shall be entitled to recover the unpaid amortized Improvement expenses from LESSEE. LESSEE shall reimburse LESSOR for the unpaid amortized Improvement costs either in accordance with the Rent schedule identified in Paragraph 4.1 or in a lump sum payment. LESSEE's lump sum payment shall be equal to the actual balance in the amortization schedule. Said lump sum payment shall be made within forty five (45) days of LESSOR's written request.

Therefore, for example, if LESSEE were to terminate this Lease effective after the thirty-sixth (36th) month of the paid Lease Term, LESSEE's lump sum payment would be equal to \$360,793.89.

Unpaid Improvement costs shall be based upon the estimated costs submitted to LESSEE prior to the Lease Commencement Date, and confirmed thereafter, by the receipt of LESSOR's actual Improvement costs, as identified in Article 3. Any adjustment to the Rent or the payments to be made pursuant to Article 3 or this Paragraph 11.20 shall be promptly confirmed in writing by LESSOR and the Director on behalf of LESSEE, within thirty (30) days' notice of any adjustment to the

payments of the Improvements. Upon rendering full payment by LESSEE, ownership of the Improvements shall vest with LESSEE.

11.21 TERMINATION OF EXISTING LEASE. Upon commencement of this Lease, the Lease approved under delegation of authority per Sacramento County Resolution 2016-0689 dated September 13, 2016, shall terminate.

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Lease Effective Date: _____

Lease 1864

Lease Commencement Date: _____

8820 Greenback Lane
Suites H, I, J, K, L & M
Orangevale, CA 95662

LESSOR:

ETHAN CONRAD, a single man

By: _____

LESSEE:

**COUNTY OF SACRAMENTO, a political
subdivision of the State of California**

By: _____

**Jeffrey A. Gasaway, Interim
Director, Department of General
Services**

By Resolution _____

Dated _____

REVIEWED AND APPROVED BY COUNTY COUNSEL: _____

Deputy County Counsel

APPROVED AS TO TERMS AND CONDITIONS: _____

Sacramento Public Library Authority

Department of General Services
Jeffrey A. Gasaway, Interim
Director



Divisions
Administrative and Business Services
Contract and Purchasing Services
Facility and Property Services
Fleet Services

County of Sacramento

EXHIBIT “B” – OUTLINE SPECIFICATIONS

PROJECT: Orangevale Library PROJECT NO.: CC-193001-00
AGENCY: Sacramento Public Library LEASE NO.: #1864
LOCATION: 8820 Greenback Lane #L Orangevale, CA DATE: 4/25/19

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EXHIBIT “B” – OUTLINE SPECIFICATIONS DIVISION 1

DIVISION 1 – GENERAL REQUIREMENTS

1.1 SUMMARY

- A. The Outline Specifications describe minimum standards of quality and performance for premises occupied by the County. Construction methods or materials other than those stated herein may be acceptable if, in the opinion of the County, they provide equal quality and performance.

1.2 RELATED DOCUMENTS

- A. Lease
- B. Exhibit “A” – Plans or Facility Design Program (written narrative)
- C. Exhibit “B” – Division 3 Special Provisions:
 - 1. Refer to Division 3 of this specification for Special Provisions, which may amend and/or supersede Division 1 and 2 requirements.
- D. Exhibit “B” – Division 4 Technical Requirements:
 - 1. Refer to Division 4 of this specification for Technical Requirements, which may amend or supersede Division 1 and 2 requirements.

1.3 GENERAL PROVISIONS

- A. Wherever reference is made to “County of Sacramento,” “Agency,” “County,” or other County of Sacramento administrative department, this shall be construed to mean the Department of General Services, Real Estate Division, here and after referred to as County.
- B. The County’s intent is to achieve adequate standards of quality while avoiding unnecessary alterations, so that in all cases where an existing feature is acceptable to the County, the Lessor’s obligation is only to maintain that feature, as it exists.
- C. The Lessor shall immediately address conflicts, omissions, or errors if discovered within the Exhibits, or any question regarding interpretation or clarification, by submitting in writing to the County a Request for Information (RFI). Responses from the County will not change any requirement of the lease exhibits unless so noted by the County in the response to the RFI. In case of conflicts between “Exhibit A” and Exhibit “B,” the Exhibit “A” supersedes these specifications.
- D. Lessor shall patch, repair and refinish to match, all existing surfaces disturbed by the new construction. Upon completion of the project, there shall be no visual difference between the new work and the existing conditions. No changes, modifications, or substitutions shall be made to the premises as shown, except with the prior written approval of the County.
- E. Project schedule: Upon execution of the lease, Lessor shall issue to the County a complete and detailed Critical Part Method (CPM) schedule for the project, which may be adjusted by mutual agreement as the project proceeds. The schedule shall include allowances for

**EXHIBIT “B” – OUTLINE SPECIFICATIONS
DIVISION 1**

periods of time necessary for the installation of County-owned equipment and modular systems furniture.

- F. Construction costs: Prior to construction, Lessor shall provide to the County competitive bids from at least three licensed contractors/subcontractors and shall contract with the lowest acceptable bidder. The bids shall include all charges such as (but not limited to) labor, materials, tools, equipment, fees, taxes, shipping, handling, permits, inspections, and fabrication for the work defined in the lease exhibits. The bids shall also include any architectural and engineering fees. The bids shall be itemized unit cost construction estimates developed by using the Construction Specification Institute (CSI) format, titles, and numbering system. Lump sum cost estimates are not acceptable.
- G. Previously constructed and occupied space (second-generation condition): Lessor shall provide the following at no cost to the County:
 - 1. Code-compliant ceiling
 - 2. Code-compliant lighting systems
 - 3. Any code-required exit door and frame assemblies
 - 4. American with Disabilities Act (ADA) and California Building Code (CBC) compliance work to correct all deficiencies to comply with current code.
- H. Usable area calculation: For the purpose of determining the net usable square feet, County-leased space shall be calculated as follows:

Net usable office area includes all areas assigned to the County such as: offices, conference rooms, reception rooms, special use and supply rooms, hallways within the space, laboratories, private toilet rooms/showers, break rooms, auditoriums, cafeterias, and spaces exclusively used by the County. Net usable office area does not include stairwells, stacks/shafts, janitor closets, mechanical rooms, electrical rooms, code-required toilet rooms, code-required common areas, corridors and common area lobbies. Net usable office area is measured from the finished surface of the office side of the corridor and other permanent walls, the dominant surface (wall or glazing) of the exterior walls, and from the centerline of demising walls separating other building tenants.
- I. Record documents: Lessor, at Lessor’s sole cost and expense, shall provide the County accurate architectural drawings of the “as-is” condition of the space to be leased, including building common areas, site/parking plan, and path of travel. The drawings shall be in an electronic format to be determined by the County. Any required re-design work cause by discrepancies with the “as-is” drawings shall be the responsibility of the Lessor.
- J. Submittals: Lessor shall submit shop drawings of product data, as well as samples, to the County for review prior to construction or fabrication.
- K. Material Safety Data Sheet (MSDS): Prior to construction and upon request by the County, Lessor shall provide MSDS of all products or materials used in the maintenance, repair or renovation of the premises.

**EXHIBIT “B” – OUTLINE SPECIFICATIONS
DIVISION 1**

1.4 CONSTRUCTION AND CODE CRITERIA

- A. Construction documents: The Exhibit “A” Plan or the Exhibit “A” Facility Design Program (written narrative) are design development guidelines only. Lessor shall provide all required construction documents and calculations necessary to obtain a building permit from the local Building Department and to construct the improvements as indicated. The use of the Exhibit “A” Plan in lieu of construction documents is not acceptable to the County.
1. Prior to submitting construction documents to the local building department for plan check or permitting, Lessor shall submit said construction documents to the County for review. Any County comments to the construction documents shall be construed as advisory only and shall not relieve the Lessor in any respect from full compliance with Exhibits “A,” “B” and any other exhibits.
 2. Lessor’s architect, engineers, consultants, and contractors shall have current and valid licenses/certifications issued by the state of California.
 3. During construction of building’s core, shell, and/or tenant improvements, Lessor shall maintain at the project site a complete set of lease exhibits consisting of Exhibits “A,” “B,” and any other exhibits for County use.
- B. Access compliance: Lessor shall ensure that all new work and existing conditions comply with the requirements of California Code of Regulations (CCR) Title 24, California Building Code (CBC), and Americans with Disabilities Act (ADA). County agencies are public entities and shall comply with Title II of the ADA. Exceptions to the code for existing buildings are not permitted. Where CBC requirements conflict or differ with ADA requirements, the most stringent requirement shall take precedence. Access compliance shall apply to exterior areas such as, but not limited to, path of travel to and from public transportation and public right-of-way; parking; passenger drop-off and loading zones; walks and sidewalks; curb ramps; ramps; and all stairs. Access compliance shall also apply to interior areas such as, but not limited to, entrances and exits; lobbies; building common areas; elevators; access lifts; doors and gates; access to and through all rooms and spaces; restrooms; signs and identification; counters; waiting and seating areas; assistive listening systems; drinking fountains; alarms; and horizontal/vertical access.
- C. Codes and ordinances: All new work and existing conditions shall comply with all current regulations, laws, and ordinances of the governmental authorities having jurisdiction, as well as the applicable editions of the following codes, including but not limited to:
1. Title 8 CCR, Industrial Relations
 2. Title 17 CCR, Public Health
 3. Title 19 CCR, Public Safety, State Fire Marshal Regulations
 4. Title 24 CCR, Part 1-Building Standard Administrative Code
 5. Title 24 CCR, Part 2-CBC, Vols. 1 & 2
 6. Title 24 CCR, Part 3-California Electrical Code (CEC)
 7. Title 24 CCR, Part 4 California Mechanical Code (CMC)
 8. Title 24 CCR, Part 5-California Plumbing Code (CPC)
 9. Title 24 CCR, Part 6 CEC

**EXHIBIT “B” – OUTLINE SPECIFICATIONS
DIVISION 1**

- 10. Title 24 CCR, Part 9-California Fire Code (CFC)
- 11. Title 24 CCR, Part 11 California Green Building Standards Code
- 12. Title 24 CCR, Part 12-California Reference Standards Code

If fire-life safety, health hazards, and/or noncompliant code conditions are discovered either before or after occupancy, then Lessor, at Lessor’s sole cost and expense, shall correct the condition.

- D. Building permit: Lessor shall obtain a building permit for the required construction from the local building departments, if required. In the event there is no local building department, Lessor, at Lessor’s sole cost and expense, shall provide a third-party, independent Inspector of Record (IOR). The IOR shall perform periodic inspections on the work for conformance with all regulations, laws and ordinances.
- E. Safety evacuation plans: Lessor shall provide safety evacuation plans of the leased premises. The safety evacuation plans shall clearly delineate evacuation routes, exits, fire extinguishers, and fire alarm pull station locations. The plans shall be installed in all assembly occupancies including conference rooms, break rooms, reception areas, and where requested by the local Authority Having Jurisdiction (AHJ).
- F. Fire extinguishers: Lessor shall provide and install fire extinguishers. Fire extinguishers shall be housed in semi-recessed cabinets and shall be located as required by CA Title 19 CCR, Public Safety. Above each fire extinguisher, per current code requirements. Lessor shall provide annual servicing of the fire extinguishers throughout the term of the lease.
- G. Construction waste management:
 - 1. Items and materials existing in the premises, or to be removed from the premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the County in this Lease. The Lessor shall submit a list of items for reuse and the County shall make the final determination for acceptance.
 - 2. Recycling construction waste is mandatory for initial space alterations and tenant improvements under the Lease.
 - 3. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations that will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
 - 4. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
 - a) Ceiling grid and tile
 - b) Light fixtures, including proper disposal of any transformers, ballasts and fluorescent light bulbs
 - c) Duct work and HVAC equipment
 - d) Wiring and electrical equipment

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- e) Aluminum and/or steel doors and frames
 - f) Hardware
 - g) Drywall
 - h) Steel studs
 - i) Carpet, carpet backing, and carpet padding
 - j) Wood
 - k) Insulation
 - l) Cardboard packaging
 - m) Pallets
 - n) Windows and glazing materials
 - o) All miscellaneous metals
 - p) All other finish and construction materials
5. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous wastes.
6. In addition to providing “one-time” removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
7. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the County. Records shall include materials recycled or landfilled; quantity; date; and identification of hazardous wastes.
8. Leftover paint and open paint cans shall be returned to drop-off locations, paint retailers, hardware stores, transfer stations and household hazardous waste facilities for reuse, recycling or proper management. Unopened cans of paint shall be left on site for the Lessor’s or agency’s use for touch-up painting.

1.5 SUBSTANTIAL COMPLETION AND PROJECT COMPLETION

- A. Premises shall fully conform to all lease exhibits and shall be constructed in accordance with industry standards and best practices. Lessor guarantees that all mechanical, electrical, plumbing systems and other features (including architectural finishes, paint, hardware, doors, floor covering, etc.) are of quality capable of giving satisfactory service in accordance with these specifications for the term of this lease.
- B. Substantial completion is achieved when the building core, shell, and tenant improvements as defined in these lease exhibits, including the installation of any modular systems furniture (MSF), are sufficiently completed to allow the County to lawfully and physically occupy the premises for its intended purpose. Any work required to complete any outstanding punch-list items shall not interfere with or interrupt the County’s daily operation. The AHJ will make the final determination of when substantial completion is achieved.

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- C. Lessor shall operate the HVAC system to provide continuous air for a minimum of 24 hours per day for seven days prior to occupancy.
- D. County employees, agents, and invitees shall have ready access to the building and premises through the main building entry and lobby. Elevators, stairs and restrooms shall be operational.
- E. The premises shall be free of all construction debris and thoroughly cleaned. Lessor shall touch up and restore damaged or defaced painted surfaces throughout the premises subsequent to installation of County’s furnishing and equipment. All painting shall be coordinated with a County DGS.
- F. Upon project completion, Lessor shall obtain final approvals from the authorities having jurisdiction and all punch-list items shall have been completed, and reinspected by the County. Lessor shall submit to the County the following completed documents, if applicable, with all appropriate signatures.
 - 1. Certificate of occupancy
 - 2. Air balance report
 - 3. Operation manuals and training for equipment such as (but not limited to) intrusion alarm system, video conferencing equipment, and appliances.

1.6 INDOOR AIR QUALITY

- A. Lessor shall implement mandatory measures and relevant and feasible voluntary measures of the CalGreen, Part 11, in new buildings and when performing alterations, modifications and maintenance.
- B. Maintenance staff shall use cleaning products that are low emitting; that meet Green Seal (GS) Standard GS-37; and that use non-chemical methods where feasible.
- C. Maintenance staff shall follow the Carpet and Rug Institute’s Carpet Maintenance Guidelines for Commercial Applications.
- D. Lessors shall, when feasible, use filters with a minimum efficiency reporting value (MERV) rating of no less than 11. Existing HVAC systems incapable of accommodating an 11 MERV rating shall use the highest MERV rating that their fan(s) can accommodate.
- E. All HVAC systems above 2,000 cubic feet per minute (cfm) shall be equipped with outdoor airflow measuring stations and be connected to a building energy management system, which shall be programmed to provide audible and visible alarms. For additional HVAC requirements see Division 2.

1.7 HAZARDOUS MATERIALS

- A. Lessor warrants and guarantees that the premises leased to the County will be operated and maintained free of hazardous materials including but not limited to: lead, asbestos, mold, PCBs and underground storage tanks.

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1. The areas include:
 - a) Premises leased to the County and air plenums in the same HVAC zone.
 - b) Common public areas which state employees or their invitees would normally and/or reasonably use.
 - c) Building maintenance areas, utility spaces, and elevator shafts within or servicing areas described in items (a) and (b) above.
2. Lessor shall be responsible for all costs associated with the abatement of hazardous materials including (but not limited to) the following: cleanup of contaminated County-leased space, County-owned equipment, furnishings and materials and all required monitoring reports. Copies of all air monitoring reports shall be furnished to the County.
3. The County-leased space shall be maintained at or below the permissible exposure levels for all substances regulated under Title 8 California Code of Regulations Section 5155. If it is determined by the County that the tenant must be relocated to prevent exposure above the permissible level, the Lessor shall provide comparable accommodating space at no cost to the County. In addition, the Lessor shall pay for all costs associated with this move including (but not limited) to: administrative, furniture, communications contracts and equipment costs.
4. In the event that after written notice is provided by the County, the Lessor fails, refuses, or neglects to diligently pursue abatement of any hazardous material, the County may affect such abatement. The County may deduct all reasonable costs of such abatement of hazardous materials from the rent.
5. The Lessor shall indemnify, defend, and hold the County, its officers, and employees harmless from and against any and all losses, damages, judgments, expenses (including court costs and reasonable attorney fees), or claims whatsoever, arising out of, or in any way connected with or related to, directly or indirectly, the presence of hazardous materials within the County-leased space or the building in which the leased premises are located.

END OF DIVISION 1

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For items that are shown with strikethrough (~~strikethrough~~) please refer to Division 3, Special Provisions for amendments to the requirements.

DIVISION 2 – DESIGN REQUIREMENTS

2.1 FLOOR CONSTRUCTION AND FINISHES

A. Concrete floor:

1. Office areas throughout shall have carpet or other floor covering with 4” high cove base, unless noted otherwise. Floors in toilet rooms shall be of nonabsorbent material impervious to moisture, such as ceramic tile or approved equal, with minimum 4" high cove base. Floor covering shall extend under counters and cabinets. Colors and patterns shall be as selected or approved by the County.

B. Carpet flooring – General:

1. Lessor shall provide and install carpet and cove base where shown in Exhibit “A.” All carpet shall comply with American National Standards Institute (ANSI) NSF 140-2007 Platinum level.
 - a) When requested by the County, Lessor shall submit carpet samples to the County for selection. The samples shall be from a minimum of three different manufacturers and consist of a variety of patterns, textures, colors and styles.
 - b) Carpet shall have random graphic pattern loop non-generic branded 6.6 nylon face yarn with inherent static control.
 - c) Broadloom loop pile carpet shall have inherent static control capability to assure a maximum 3.5 KV rating at 20 percent relative humidity and 70° F as measured by American Association of Textile Chemists and Colorists (AATCC) Test Method 134.
 - d) Carpet shall be installed according to manufacturer’s guidelines. The carpet shall be securely attached; have a firm cushion, pad or backing; and be of level loop, textured loop, level-cut pile, or level-cut/uncut pile texture. The maximum pile height shall be ½ inch.
 - e) The carpet backing shall have a minimum 20-year guarantee against tuft pull and zippering, and surface wear shall not be more than 10 percent within 10 years.
 - f) Carpet adhesives shall be non-toxic, low-odor, solvent-free, and shall not produce toxic vapors or contain carcinogenic materials.
 - g) Carpet shall meet federal, state and local flammability standards.
 - h) Carpet shall be installed in accordance with the Carpet and Rug Institute (CRI) Carpet Installation Standard. The installation shall be guaranteed against bubbling, wrinkling, stretching/shrinking, opening seams, or other evidence of poor materials and workmanship for a period of 5 years following installation. This guarantee shall cover normal wear and tear and note deficiencies occurring

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as a result of damage, negligence and/or alterations. The materials shall be guaranteed against wear, delamination, tuft bind and be lightfast for a period of 20 years. The material shall remain colorfast as a result of atmospheric contaminants for a period of five years after installation.

- i) Lessor shall maintain the carpet according to manufacturer’s guidelines.

C. Broadloom carpet requirements:

1. Density: 6000 minimum; heavy commercial use.
2. Density: 36x finished pile weight divided by pile height.
3. Tuft bind for broadloom shall be minimum 6 lbs., ASTM D 1335-98, Standard Test Method for Tuft Bind (edge ravel) of Pile Yarn Floor Coverings, tested wet or dry. Warranty edge ravel for 20 years.
4. Face yarn weight: Minimum 22 oz./sq. yd.
5. Minimum of 10 lbs. backing delamination test, ASTM D 3936-05 Standard Test Method for Resistance to Delamination of the Secondary Backing of Pile Yarn Floor Covering.
6. Minimum rating of 7 anti-stain tests; AATCC Test Method 175-2008 Stain Resistance Pile Floor Coverings.
7. Lessor shall provide 3 percent of product overage, including accent carpet, up to a maximum of 100 sq. yards from the same dye lot for future repairs.

D. Carpet tile requirements:

1. Density: 6000 minimum; heavy commercial use.
2. Tuft bind strength shall be minimum 5 lbs., ASTM D 1335-98: Standard Test Method for Tuft Bind (edge ravel) of Pile Yarn Floor Coverings, tested wet or dry. Warranty edge ravel for 20 years.
 - a) Face yarn weight: **Minimum 17 oz./sq. yd.**
 - b) Minimum of 10 lbs. backing delamination test, per ASTM D 3936-05 Standard Test Method for Resistance to Delamination of the Secondary Backing of Pile Yarn Floor Covering.
 - c) Minimum rating of 7 anti-stain tests, per AATCC Test Method 175-2008 Stain Resistance Pile Floor Coverings.
 - d) Lessor shall provide 3 percent of product overage, including accent carpet, up to a maximum of 100 sq. yards from the same dye lot for future repairs.

E. Ceramic tile flooring requirements:

1. Ceramic tile flooring shall have a coefficient of friction of at least 0.6 per ASTM C 1028 (0.8 percent on sloped surfaces steeper than 6 percent). Unless otherwise noted by DGS, provide slip-resistant floor tile with matching wall tile base, and include all inner and outer corner and trim pieces. All adhesives, mastics, and grouts shall be non-toxic and low in volatile organic compound (VOC) emissions and shall be as recommended by the ceramic tile manufacturer. All grout shall be sealed and maintained according to manufacturer’s guidelines.

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F. Resilient flooring requirements:

1. Resilient flooring shall meet ASTM F 1066, FS SS-T-312B, Type IV, Composition 1, Class 2, 12" x 12" having uniform thickness of 1/8" with square true edges of manufacturer's standard color and pattern as selected. Product shall comply with all regulations controlling the use of VOCs. Provide one carton (40 pieces) of additional matching floor tile.
2. Resilient flooring shall have a coefficient of friction of at least 0.6 per ASTM D 2047. It shall be installed in strict accordance with manufacturer's approved installation instructions using the appropriate recommended 100 percent solvent-free adhesive.

G. Luxury Vinyl Tile flooring requirements:

1. Construction: 5" wide x 48" long with Micro Bevel Edges
2. Wear Layer: Quantum Guard HP Urethane Aluminum Oxide Topcoat.
3. Overall Thickness: 0.100 inches.
4. Wear Layer Thickness: 0.020 inches.
5. Static Load Limit: 750 psi minimum.
6. Reference Standards: American Society for Testing and Materials (ASTM) 1700.

H. Rubber base requirements:

1. Lessor shall provide and install cove wall base at all carpet and resilient floor finish areas. Wall base shall be extruded rubber cove, 1/8" thick x 4" high complying with ASTM F-1861. The County shall select the color.

2.2 INTERIOR WALLS, PARTITIONS AND VESTIBULES

- A. Walls and partitions shall be ceiling height unless otherwise noted in Exhibit "A" or Division 3 'Special Provisions.' Subject to code limitations, those indicated as new partitions may be wood or metal stud with plaster or gypsum wallboard or other construction of equal sound transmission coefficient (STC). Provide a minimum STC 32. Demising walls separating County premises and other building tenants shall extend to the underside of structure above and shall be constructed to achieve an STC 50.
- B. Walls of equipment rooms, toilet rooms, conference rooms, hearing rooms, quiet rooms, training rooms, interview rooms, employee break rooms, and where otherwise indicated in Exhibit "A," shall be insulated to prevent transmission of sound or vibration. Wall construction shall achieve a minimum rating of STC 50 as set forth in ASTM E 90.
- C. Furnish and install insulation batts above the finished ceiling on each side of the wall for the entire length of the wall.
- D. Moisture-resistant wainscot of wall tile or other County-approved material shall be installed to all plumbing fixture walls and adjacent walls in the toilet rooms. Wall tile shall be a minimum of 4"x 4" glazed ceramic tile unless otherwise noted in Exhibit A. Wainscot shall extend a minimum of 6'-0" above finished floor, unless noted otherwise.
- E. Glazed openings in office partitions shall be set in metal frame assemblies and comply with Consumer Product Safety Commission impact-safety standards.

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2.3 CEILINGS

- A. Ceilings of office areas including reception, private offices, open office areas, corridors, and office storage areas shall have suspended "T" bar systems with acoustical lay-in tiles or other approved material with equivalent acoustical qualities.
- B. Where existing "T" bar system with acoustical lay-in tiles are reused, Lessor shall modify ceiling system as necessary to comply with all seismic safety regulations. "T" bar system and ceiling tiles shall be free of all dirt, dust, stains, and damage. Where replacement tiles are installed, all tiles shall be arranged as necessary to provide a uniform appearance in each enclosed space.
- C. Acoustic Performance: NRC 0.70 min. CAC 35 min.

2.4 DOORS

- A. All interior doors shall be solid-core flush wood doors, wood veneer, stained factory finish. Doors shall be a minimum dimension of 3'-0" x 6'-8" x 1-3/4".
- B. Doors shall be manufactured per Window & Door Manufacturers Association (WDMA) and Architectural Woodwork Standards (AWS).
- C. The formaldehyde emission level of all new doors shall not exceed 0.75 parts per million.
- D. Glass vision panels in interior doors and sidelights shall be minimum 1/4" clear tempered glass set in metal frame assemblies. Fire protective glass assemblies shall be provided where required by code.
- E. Where existing door and frame assemblies are reused, Lessor shall patch, repair, adjust, and refinish the assemblies to provide a new-looking appearance.

2.5 DOOR HARDWARE

- A. Lessor shall provide and install door hardware and related items including keying of locksets necessary for a complete installation and operation of doors.
- B. All hardware shall be CBC/ADA access compliant, heavy-duty commercial quality equal to Schlage, Von Duprin or Falcon.
- C. Door hardware shall include (but is not limited to): cylindrical lock and latch sets, door butt hinges, doorstops, push plates, door pulls, closers, and exit devices.
- D. Hinges for exterior outswing doors shall have non-removable pins.
- E. Doorstops shall be provided and installed wherever an opened door or any item of hardware thereon would strike a wall, column, equipment, or other parts of building construction. Doorstops shall be floor-mounted.
- F. Lessor shall key all keyed locksets as directed by tenant agency and shall provide a minimum of three keys for each lock. For security type facilities, the keying process to be determined by owner and

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- G. Metal thresholds and weather strips shall be provided to all exterior doors. Thresholds shall have non-slip abrasive finish.
- H. Adjustable door closers shall be provided on entrance doors, toilet room doors, vestibule doors, doors with access-control hardware, and where shown on plans, and required by code.
- I. Metal kick plates that are 10” high shall be provided and installed on the push side of all doors equipped with door closers.
- J. Refer to Division 4 Section 4.3 for specific requirements regarding the County’s Card Access System (C-Cure).

2.6 MILLWORK

- A. Lessor shall provide and install new millwork as shown and where indicated in Exhibit “A.”
- B. All millwork shall be manufactured and installed in accordance with the AWS’ latest edition for custom grades. Prior to fabrication, Lessor shall submit to County shop drawings of all new millwork.
- C. Cabinets shall be of sizes and types as indicated in the Exhibit “A.” Base cabinets shall have at a minimum one row of drawers and one adjustable shelf below with concealed hinged doors, unless noted otherwise. Lessor shall provide a 4” toe space at base cabinets. Upper cabinets shall have two rows of adjustable shelves and hinged doors, unless noted otherwise.
- D. Counter tops shall be finished with plastic laminate or quartz solid surface material. Counter tops shall be self-edged unless otherwise noted. Counter tops with sinks shall be fully formed and have a no-drip edge, and coved splash joint. All counter tops shall have a back and side splash unless otherwise noted. Sinks shall have a sanitary metal rim or be a self-rim stainless steel sink. Sinks shall have the drain located to the back of the basin to accommodate garbage disposal. Other materials may be submitted to the County for approval.
- E. Shelving units shall be a minimum of 3/4” thick white melamine, per AWS. Cover exposed edges with plastic laminate or hardwood edge bound.
- F. Face of millwork shall be high-pressure decorative plastic laminate. NEMA LD-3 grades as required by AWS.
- G. Lessor shall provide cabinet hardware such as (but not limited to): concealed hinges, wire pulls, catches, shelf rests, standards and brackets, and drawer slides. All hardware shall comply with ANSI A 156.9-01 and Builders Hardware Manufacturers Association.
- H. All millwork shall be installed in accordance with all seismic safety requirements of the code.
- I. Base cabinets containing sinks shall be CBC/ADA access compliant. Unless otherwise noted, Lessor shall provide cabinet doors with attached toe kicks with rubber base to conceal clear space below.

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2.7 GYPSUM BOARD FINISH/PAINTING/WALL COVERING/SEALANTS

- A. Gypsum board finish shall be a smooth, blemish-free, level 4 finish and free of tool marks and ridges. **Heavily textured wall surfaces are not acceptable.**
- B. Water-based paints shall not be formulated with aromatic hydrocarbons, formaldehyde, halogenated solvents, mercury or mercury compounds, or tinted with pigments of lead, cadmium, chromium VI, antimony and their oxides. All architectural paints and coatings shall comply with VOC limits of the California Green Standards Code unless more stringent local limits apply.
- C. All wall texture and paint colors shall be selected and/or approved by the County.
- D. New surfaces:
 - 1. New partitions without factory finish shall be painted with one coat of primer/sealer and two finish coats of premium quality latex, eggshell paint. **Flat paint is not acceptable.**
 - 2. Break rooms, toilet rooms, and janitorial closets shall be painted with semi-gloss enamel paint.
 - 3. Paint-grade doors and trim shall be latex semi-gloss enamel paint.
 - 4. Stained or natural finish wood shall be finished with sealer and two coats lacquer. They shall be finished using non-toxic, water-based urethanes or similar environmentally sensitive products.
- E. Existing surfaces:
 - 1. Interior walls and plaster or gypsum board ceilings shall be finished in latex eggshell paint.
 - 2. Heavy textured walls shall be sanded smooth and prepared for a new paint finish.
 - 3. Existing wall coverings shall be removed (unless otherwise noted), wall surface shall be prepared, and receive a new paint finish.
 - 4. Doors and frames shall be refinished to provide a new-looking appearance.
 - 5. HVAC registers and grilles shall be in a newly painted condition. In the event the registers are in poor condition; registers shall be replaced by the Lessor.
 - 6. Stained or natural finished wood shall be refinished with sealer and lacquer.
 - 7. Metal toilet stall partitions shall be repainted using electrostatic paint process.
- F. Where alteration work occurs, new painted surfaces shall extend to the natural break.
- G. Interior sealants shall not contain mercury, butyl rubber, neoprene, styrene butadiene rubber (SBR), nitride, aromatic solvents (organic solvent with a benzene ring in its molecular structure), fibrous talc or asbestos, formaldehyde, halogenated solvents, lead, cadmium, hexavalent chromium, or their components.

2.8 BUILDING SPECIALTIES

- A. Toilet room partitions and accessories: In addition to any code-required toilet room accessories, Lessor shall furnish, install, maintain, and replenish where appropriate, the following accessories:
 - 1. Coin-operated sanitary napkin dispenser (one per women's toilet room)

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2. Coat hook (one per toilet stall)
3. Mirror with metal frame assembly (one per lavatory, two or more lavatories may have one continuous mirror)
4. Paper towel dispensers (one per every two lavatories)
5. Sanitary napkin waste receptacle (one per women’s toilet stall)
6. Soap dispensers (one per lavatory)
7. Toilet paper dispenser, continuous toilet-paper flow, capable of holding two rolls (one per toilet stall)
8. Toilet seat-cover dispenser (one per toilet stall)
9. Trash receptacles (one per toilet room)
10. Baby changing stations (one per men’s and women’s toilet room)
11. Electric hand dryers (one per toilet room)

All accessories shall be constructed of stainless steel and exposed surfaces shall have satin finish.

1. Toilet room partitions:
2. New toilet stall partitions shall match building standard.
3. Lessor shall furnish and install privacy screens at all urinal locations – screens shall match toilet partitions.

B. Window treatment:

1. Lessor shall provide and install horizontal or vertical window blinds or other County-approved device for privacy to all windows and interior glazed openings, including interior door sidelights.
2. At sun-exposed areas, Lessor shall provide and install solar screens, reflective glass coatings, reflective glass panes, or other County- and Lessor-approved devices for sun control.

C. Signage:

1. Lessor shall provide and install room identification signage for all rooms.
2. Lessor shall verify signage content, room number designation, and submit mockups of signage types to County for review and approval prior to fabrication.
3. Where signs are mounted on glass, such as but not limited to sidelights, furnish and install a blank of equal material, width, height, and background color to the opposite side of said glass.

D. Assistive listening devices:

1. Lessor shall provide an assistive listening device system for all meeting, conference, quiet, assembly, and gathering rooms. The system shall comply with all accessibility requirements.

Occupant load less than 50:

- a) One portable system per floor can be shared between rooms with occupant loads less than 50. The system shall be designed to accommodate the largest room size that is being shared. The portable, wireless FM-based system shall include high output acoustic headset(s) such as the Centrum Motiva PFM 360

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(or current model) with disposable ear plugs, neck-loop(s), conference microphones and a lockable charger/accessory carry case large enough to hold all equipment. The system shall be hearing aid compatible. Lessor shall provide signage at reception area indicating that the device is available.

Occupant load of 50 or more:

- a) Rooms with more than a 50-person occupant load and fixed seating must have a fixed assistive listening device system for 4 percent of the total number of seats in these rooms, but not less than two seats. Lessor shall provide signage inside each room and in the common hallway and/or corridor indicating that the device is available.

E. Modular systems furniture (MSF):

1. The County may elect to furnish and install MSF in lieu of traditional office furniture. MSF may be comprised of any combination of freestanding partition panels, panel-supported work surfaces, files, components, and access raceways.

Where the County elects to install MSF as described above, Lessor, at Lessor’s sole cost and expense, shall perform the following:

- a) Provide electrical engineering and installation of all wiring systems and components as necessary or required from the building’s electrical system to the MSF for a complete and fully operational system.
- b) Provide a minimum of four 20-amp circuits to each base feed and/or power pole feed.
- c) Install, terminate and test voice and data communication cabling from the data communication closet to the final point of termination at the MSF panel.
- d) Coordinate the installation of new wall-mounted equipment to prevent interference with the MSF, such as electrical panels, lighting control switching, thermostats, and fire extinguisher cabinets.
- e) Relocate any existing wall-mounted equipment as required to accommodate MSF.
- f) County or its representative shall provide MSF layout drawing(s) to Lessor for use in the preparation of construction documents unless otherwise noted.
- g) County shall complete all procurement procedures for purchase of MSF unless otherwise noted.
- h) In the event that the Lessor fails to complete the required construction, improvements, and/or alterations prior to the scheduled MSF delivery date, Lessor, at Lessor’s sole cost and expense, shall be responsible for all additional shipping, handling, and storage fees, including any “overtime” labor costs.

2.9 PLUMBING

- A. Lessor shall furnish and install plumbing fixtures in quantity and type as shown in Exhibit “A” and as required by code. Where County occupies multiple floors, Lessor shall provide accessible toilet rooms on each floor. Lessor shall provide one or more drinking fountains

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within close proximity to office quarters or as indicated on plan. Drinking fountains shall be CBC/ADA access compliant.

- B. Lessor shall provide hot and cold water at each lavatory and sink. Domestic water heaters shall be located not more than 25 feet from furthest point of use unless a hot water recirculation or instantaneous water heater is provided. Water heaters shall initially deliver water at 110° F.
- C. Refrigerators: provide a one-half (1/2”) inch cold water stub out with a shut off valve and a wall box at each refrigerator location, even if the refrigerator will not have an icemaker.
- D. Garbage disposals: Minimum one-half (1/2) horse power with sound insulation. Locate the control switch to comply with ADA and CCR Title 24 requirements.

2.10 HEATING, VENTILATING AND AIR CONDITIONING

- A. Lessor shall provide a climate control system consisting of a fully automatic heating, ventilating, and air conditioning system capable of providing conditioned air continuously during occupied hours to the premises per the CMC.
 - 1. The HVAC system shall be designed and capable of maintaining the following temperatures in all occupied areas:

Operating criteria

Winter: 68° F

Summer: 78° F

- B. Lessor shall furnish and install a dedicated air conditioning system with separate thermostats for the computer room, telecommunication room, server room, and other similar spaces. The system shall be capable of providing conditioned air 24 hours per day, seven days a week. The operating temperature shall comply with the telecommunication equipment manufacturer specifications.
- C. Systems shall be zoned for each building exposure and for interior zones where appropriate. Each zone shall be of a size and shape to ensure even air distribution and temperature control throughout the leased premises.
- D. In multi-tenant buildings, HVAC zones shall not be shared with other building tenants.
- E. The complete HVAC system shall be checked, adjusted, and balanced. The air balance report shall be submitted to the County upon project completion.
- F. Lessor shall provide automatic-control time clocks (7-day-programmable) or energy management systems (microprocessors) to allow the shutoff and startup of the HVAC equipment according to the County’s occupancy schedule. The County shall determine maximum daily hours of operation. Lessor shall provide one-hour bypass timers for each HVAC system for after-hours operation.

2.11 ENERGY AND ELECTRICAL

- A. Energy efficiency and conservation

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1. Reporting Requirement where the County is the sole tenant:

B. General electrical requirements:

1. Where electrical service panels are installed to provide service to the County premises, Lessor shall provide and install panels with a minimum of 20 percent more circuit capacity than the Lessor’s calculated load total.
2. All appliances and all energy-consuming devices shall be Energy Star certified by the U.S. EPA.

C. Power requirements:

1. Duplex convenience outlets shall be 20A, 125V, three-wire grounding type provided in quantities indicated on the Exhibit “A.” Lessor shall provide a minimum of three convenience outlets in each private office.
2. Electrical/data/telephone outlet heights per the CBC.
3. Lessor shall furnish and install all special use outlets, dedicated circuits, and isolated ground convenience outlets for copy machines, electronic communications equipment, and where noted on plan.
 - a) Dedicated circuits shall have individual ungrounded circuit conductors from each device to panel board circuit breaker and individual grounded circuit conductors from each device to the neutral bus located in the panel board. Equipment grounding conductors shall be connected to the grounding electrode system through a ground bus located in the panel board.

D. General lighting requirements:

1. Lighting design guidelines:
 - a) Lighting shall comply with the design guidelines of the current edition of the IESNA Lighting Handbook.
2. Where existing light fixtures are reused, Lessor shall modify fixtures as necessary to comply with all seismic guidelines. Lessor shall thoroughly clean fixture housings, lamps, and fixture lenses. All lenses shall be free of damage and discoloration. There shall be no visual discrepancy between existing lamp color temperature and new lamp color temperature in each enclosed space. Lessor shall replace incandescent lamp fixtures with new high efficiency lamp fixtures where applicable.
3. Where required, lighting panel switches, including exterior lighting, shall have a two-schedule, programmable, seven-day with holiday setting, battery-backup time clock. Time clock operation shall have manual override with a two-hour bypass. Override shall be accessible to the tenant.

E. Communication equipment requirements:

1. Lessor shall provide and install all components as required by the telephone service provider’s requirements.
2. Unless otherwise noted, Lessor shall furnish and install a complete structured cabling system from the tenant agency’s telecommunication closet(s) to the final point of termination. Lessor shall provide all components such as (but not limited to): cabling,

EXHIBIT “B” – OUTLINE SPECIFICATIONS DIVISION 2

cable labels, cable trays, cable management hardware, patch panels, faceplates, jacks, wall outlets and MSF workstation outlets, as necessary or required for a complete and operational system.

3. The system shall comply with the requirements of the tenant agency’s specifications.
4. The County shall not be required to remove any communication equipment and/or cabling described herein either during the lease term or upon termination of this lease.
5. Refer to Division 4 Section 4.2 Voice/Data Systems for additional requirements.

F. Electronic Safety and Security System Requirements:

1. Lessor shall furnish and install a complete Access Control System per County specifications. Refer to Division 4 Section 4.3 Electronic Safety and Security System for Detailed Scope of Work.
2. Lessor shall furnish and install a complete intrusion alarm system per County specifications. Refer to Division 4 Section 4.3 Electronic Safety and Security System Requirements for Detailed Scope of Work.
3. Lessor shall furnish and install surveillance system per County specifications, as needed. Refer to Division 4 Section 4.3 Electronic Safety and Security System Requirements for Detailed Scope of Work.
4. Lessor shall provide adequate and proper electrical power for the above Safety and Security System.
5. The Security System shall be warranted for a period of one (1) year from the date of acceptance. Warranty shall cover all parts, labor, and associated costs.
6. Refer to Division 4 Section 4.3 Electronic Safety and Security Systems.

2.12 PARKING AND PAVING

- A. Provide parking area for number of parking spaces shown in Exhibit “A”. Parking areas shall meet County and/or City zoning ordinances and be suitably paved. Parking spaces in existing shopping centers or malls may be used, on a non-exclusive basis, to satisfy parking requirements.
- B. Parking pattern shall be acceptable to the County. Parking area to be marked in accordance with County or City zoning requirements. Parking stalls shall be a minimum of eight (8’) feet wide. Clearly identify all County spaces. Coordinate signage with the County.
- C. “Exit” and “Entrance” shall be clearly marked and directional arrows shall be provided to conform to parking pattern and designated “Exits” and “Entrances”. Provide accessible signage and conform to all applicable laws and codes.
- D. Lessor shall furnish and install bumpers as required by the County or city zoning ordinance to protect the buildings, persons, sidewalk area to prevent exit or entry to the parking area except at designated driveways. Subject to county approval, parking bumpers may be omitted if parking layout results in a safe layout.

**EXHIBIT "B" – OUTLINE SPECIFICATIONS
DIVISION 2**

END OF DIVISION 2

**EXHIBIT “B” – OUTLINE SPECIFICATIONS
DIVISION 3**

DIVISION 3-SPECIAL PROVISIONS

The following Special Provisions supplement the requirements specified in Divisions 1 and 2. Where Division 3 requirements conflict with Divisions 1 and 2, Division 3 supersedes those requirements.

There are NO SPECIAL PROVISIONS for this Project.

END OF DIVISION 3

EXHIBIT “B” – OUTLINE SPECIFICATIONS DIVISION 4

DIVISION 4-TECHNICAL REQUIREMENTS

The following Technical Requirements supplement the requirements specified in Divisions 1 and 2. Where Division 4 requirements conflict with Divisions 1 and 2, Division 4 supersedes those requirements.

4.1 ENERGY CONSERVATION MEASURES (TO MEET OR EXCEED STATE OF CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24 REQUIREMENTS)

A. The following applies to a new lease project proposal:

1. It is the intent of the County to lease facilities that are energy efficient and that exceed the current minimum State of California, CCR Title 24 energy requirements to the maximum extent economically practical. Energy conservation measures that have a payback period of less than one-half (1/2) of the basic lease term shall be designed into the facility.
2. As a minimum, the following requirements shall be included in the building. All items apply fully for new buildings. For existing buildings, these measures apply to new items or areas of new construction only.
 - a. Each component of the building (building envelope, electrical system and mechanical system) will comply with the CCR Title 24 prescriptive requirements on a stand-alone basis.
 - b. The installed lighting system shall be more efficient than the current CCR Title 24 prescriptive requirements (whole building method, tailored method or area category method) without control credits, to the maximum extent economically practical. The additional energy efficiency shall produce a “break-even” cost, to the County, between the additional installation cost and the savings in energy at a time period of one-half (1/2) of the basic lease term.
 - c. High efficiency motors shall be used where motors five (5) or more horsepower are specified.
 - d. For buildings with a total cooling load of 40 tons or larger:
 - 1) The HVAC air delivery system will be variable air volume (VAV) or have equivalent energy savings.
 - 2) Variable speed drives will be installed on all supply fan motors five (5) horsepower or larger.
 - 3) The supply air fan power consumption will not exceed 1.10 watts per cfm except for low temperature air applications (less than or equal to 45°F supply air).
 - 4) Controls shall be provided to maintain minimum outside air at all times.
 - 5) Stand alone direct digital controls (DDC) will be installed to control the air conditioning.

**EXHIBIT “B” – OUTLINE SPECIFICATIONS
DIVISION 4**

- e. The highest available Energy Efficiency Ratio (EER) or Seasonal Energy Efficient Ratio (SEER) for air conditioning equipment shall be considered. The use of condensing, indirect evaporation cooling (in conjunction with compressor cooling) or energy reclaim systems are also encouraged, but not required. A list of energy efficiency measures that will be installed in the building shall be submitted with the bid documents showing compliance with the above and any additional measures. (See Paragraph B.)
 - f. Upon bid award, CCR Title 24 documentation will be required to verify the building efficiency.
- B. The following is a partial list of energy conservation measures that shall be investigated for new and existing buildings (retrofit).

1. Site

- a. Orient Building for Maximum Glazing
- b. Drip Irrigation Water System
- c. Landscaping to Shade Glazing on the East, South and West
- d. Timers for Landscape Irrigation System
- e. Drought Tolerant Landscaping
- f. Earth Berms

2. Architectural

- a. Thermal Mass
- b. Passive Solar Space Heating/Thermal Mass
- c. Glazing Design
- d. Clerestory Lighting
- e. Light Shelves
- f. Reduced Glazing to Minimum for Function or Optimum Day-lighting of Building
- g. Shading Devices
- h. Sidelights
- i. Skylights
- j. Tinted Glass (Air Conditioned Spaces)
- k. Opaque Surfaces
- l. Ceiling or Roof Insulation (R-30) (New) See footnote 1).a)
- m. Reflecting Building Surfaces
- n. Wall Insulation (R-19) (New) See footnote 1).b)
- o. Under Floor Insulation (New) See footnote 1).c)

1) FOOT NOTES:

- a) R-11 or R-19 ceiling or roof insulation where space is limited and access available and no asbestos present
- b) R-11 or R-19 wall insulation where access is available and no asbestos is present.
- c) R-19 underfloor insulation where access is available and no asbestos is present.

**EXHIBIT “B” – OUTLINE SPECIFICATIONS
DIVISION 4**

3. Electrical

- a. Electronic Ballasts
- b. Ballast Tuning (where day-lighting exists).
- c. Lighting Controls (i.e. Occupancy Sensor Controls and Daylight Sensor Controls for Electrical lights).
- d. Luminaries (i.e. High Efficiency Fluorescent Lighting, Compact Fluorescent Tubes and T-Lamps).
- e. Low Wattage Exit Signs (where required by code).

4. Mechanical

- a. High EER/SEER AC equipment.
- b. Energy Management System
- c. Economizers (three (3) tons and above)
- d. Evaporative Condensers (Central Plant)
- e. Evaporative Cooling (when refrigerated A/C not desired)
- f. Gas Chillers (Central Plan applications)
- g. High Efficiency Chillers/Condensing Unit
- h. High Efficiency or Over-sized Cooling Towers (Central Plant)
- i. High Efficiency Electric Motors
- j. Ground Source Heat Pumps
- k. Indirect Evaporative Coolers
- l. High Efficiency Furnace
- m. Carbon Monoxide Control of Garage Fan
- n. Carbon Monoxide Control of Ventilation Air
- o. Thermal storage (where Central Systems are installed)
- p. Variable Air Volume Central Systems
- q. Variable Speed Fan Drives
- r. Variable Speed Pump Drives
- s. Walk-in Refrigerator Strip-Curtains
- t. Chilled/Hot Water Reset
- u. Multi-Chiller/Boiler Staging (Central Plant)

5. Plumbing

- a. Extra Domestic Hot Water Pipe (DHW) Insulation
- b. Instantaneous Electric DHW Heaters
- c. Low-Flow Showers
- d. Reduced-Flush Toilets
- e. Extra Storage Tank Insulation
- f. Active Solar DHW

C. Many of the listed examples qualify for rebates under the Sacramento Municipal Utility District (SMUD) New Construction Incentive Program. Call Don Keefer (916) 732-6637,

EXHIBIT “B” – OUTLINE SPECIFICATIONS DIVISION 4

Gary Becker (916) 732-6427 or other appropriate SMUD representatives for more information.

4.2 VOICE/DATA SYSTEMS

A. The Lessor will furnish and install a complete voice/data cable system. The system shall be installed and tested to meet all ANSI/TIA/EIA standards. The Lessor shall coordinate with the County’s voice/data system representative and provide adequate and proper electrical power for the system equipment.

1. Lessor shall furnish a complete system of conduits, or “ring and string”, terminal cabinets, racks and backboards ready for the installation of wire and equipment at the telephone outlet, data outlet, and combination telephone / data outlet symbols shown on the drawings.
2. The wiring for the data system shall be four (4)-pair category 6.
3. Division 2 Section E. Modular system furniture may have the important related information.
4. All cable will be supported with cable hangers or J-hooks, no zip ties. Cable cannot rest on ceiling tiles, light fixtures, or HVAC mechanical systems.
5. EMT sleeves with bushings will be installed at all wall penetrations.
6. All penetrated fire rated structures will be fire stopped.
7. Install a pull string with all cable runs.
8. Label both ends of each cable.

B. Voice/Data Equipment Room Closet Specifications:

1. Conduit stubs through ceilings shall be provided for access to attic area and/or penetration of sheet rock walls. Conduit stubs shall be a minimum of four (4”) inches. All conduit, used or unused, shall be fire blocked.
2. Electrical for telephone switching equipment and data communication equipment shall be determined by equipment type required. (120 volt, 30 amp, single phase or 120 volt, 20 amp, single phase, is typical.)
3. Voice/data equipment room(s) shall have a minimum of four (4) dedicated 120 volt, 20 amp (16 outlets) isolated grounded outlets. One (1) four-plex outlet shall be located on each of the four (4) opposing walls in the center, 12 inches above the floor. Each data rack will have dedicated electrical outlets mounted at its base. 1-20 amp 120 volt duplex and 1-30 amp 120 volt twist lock.
4. Minimum closet backboard requirements: One sheet per closet of 4’ x 8’ x 3/4” CDX plywood either fire retardant treated or painted with two coats of intumescent paint.
5. Minimum cooling: Refer to Division 2 Section 2.10 Heating, Ventilation and Air Conditioning.
6. Floor space minimum: A 10’ x 10’ room size or larger.
7. Electrical panels may be located in this room no closer than 40” from any backboard. No other floor mounted equipment or electrical transformers are allowed in the room.
8. All electrical service for voice/data equipment room(s) shall feed from same sub panel or circuit breakers separate from the rest of building with isolated grounded outlets.

EXHIBIT “B” – OUTLINE SPECIFICATIONS DIVISION 4

9. Provide a No. 6 gauge stranded electrical cable from the building’s universal grounding point. Terminate on a ground bus bar.
10. Provide and install 2 – 19” data racks (Black) in each data room, seismic brace and ground.
11. Provide and install black ladder rack and mounting hardware for each new data room.
12. Provide and install vertical “Patch Runner” (Panduit) wire management. 6” on the sides 8” center, front and rear management with side panels and doors, from top to bottom of each rack.
13. Provide a Panduit CMPHF2 wire manager for each patch panel for future data switches.
14. Provide and install a minimum of 2 – 4” sleeves in each new data room.

C. Voice/data cable specifications:

All jacks Provide and install all wiring, jacks, faceplates (white 4 port), modular faceplates (black), blanks, patch panels. Manufacture - Krone/ADC or Leviton.

1. All Jacks will be equivalent to cable type, Jacks will be Red.
2. Data cable will terminate on 48 port angled patch panels equivalent to cable and jack type. Leave 18” minimum service loop in ceiling at each station end, power pole, or modular furniture access point.
3. Install 1-25 pair CAT3 cable from main data room to each new data room, terminate on 24 port RJ45 patch panels. One pair per port, pins 4 and 5.
4. Install 6 CAT 6 cables between the building MPOE and main data room. Terminate on surface mount boxes in both locations.
5. All printer locations will receive two data cables unless noted otherwise.
6. Install County supplied AP’s with 1 data cable each.
7. All station cable will be terminated using the 568B standard.
8. Terminate cable in kick plate on main spline of modular furniture.
9. If hard walled offices have MSF, one data jack will be terminated in MSF and one wall flush mounted.
10. Labeling scheme: Main data room = LN1-xxx, second data room = LN2-xxx, third data room LN3-xxx, etc.
11. CAD As-built (hard and soft copies) will be made available to County Telecom staff 10 days before scheduled occupancy date.

D. Testing: All station cable will be tested with TIA level III cable tester.

E. Fiber

1. Provide and install 1-12 strand OM3 MM fiber from main data room to each new data room.
2. Provide and install “Pretium” PCH rack mount type LIU’s with sufficient bulkheads to terminate all fiber.
3. Terminate all fiber with LC connectors.
4. Provide and install inner-duct for all fiber runs.

**EXHIBIT “B” – OUTLINE SPECIFICATIONS
DIVISION 4**

END OF DIVISION 4

Exhibit "C": Janitorial Services **General Facility Guidelines and Scope of Services**

Below are various guidelines that the contracted janitorial personnel will be requested to follow and abide by at all times while performing janitorial services at County-leased facilities.

General Facility Guidelines

Keys/Access Cards: Facility Manager will provide keys and security codes or access cards to work areas. All keys/access cards shall be signed for by Contractor and becomes the responsibility of the Contractor. Upon expiration or termination of contract, all keys/access cards shall be returned. If Contractor fails to return all keys issued, Contractor will be liable for the labor and materials to re-key all areas, as required.

Unauthorized Personnel: No person(s) not employed by the Contractor (i.e., spouse, children, brothers, sisters, friends, etc.) shall be allowed on County's premises during the performance of services.

Secured Work Area: If a facility has certain areas that are secured after work hours, then janitorial service for these areas shall be performed during working hours or during the time as scheduled with the County's Custodial/Facility Manager.

Office Documents: Do not move or remove office documents left on top of desks or work counters. These areas will be cleared periodically by employees to permit thorough cleaning of desks or work counters.

Protected Health Information: For Health/Medical Facilities/Clinics, the contractor and assigned employees will be required to sign an Affidavit of Non-disclosure of Protected Health Information form, although such disclosures may be incidental and permitted by the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule. See 45 CRF 164.502(a) (1).

Sanitize: Contractor shall use an approved disinfectant solution in the cleaning of public areas, restrooms, break and conference rooms, including all door handles, handrails, light switches, drinking fountains, etc.

Restroom, Locker & Shower Areas:

- (1) Floors: Damp mop floor areas with a solution containing an approved disinfectant including corners, behind doors, and under waste receptacles.
- (2) Fixtures: Clean and sanitize all surfaces of sinks, toilets, urinals, showers, lockers and benches. Thoroughly clean toilet seats with a germicidal cleaner and leave in the raised position after cleaning.
- (3) Countertops, Partitions and Walls: Clean countertops, partitions and walls, including ledges, baseboards, ventilating grills and fans, with a germicidal cleaner to remove all dust, dirt, spots and smears.
- (4) Mirrors and Dispensers: Clean and sanitize mirrors, bright metals, and dispensers. Mirrors and dispensers shall be free of dust, dirt, water spots, streaks, grime and fingerprints.
- (5) Refill Supply Dispensers: Refill all dispensers with an adequate supply to last until next regular service

Glass Cleaning:

- (1) Entry Glass: Clean daily doors and adjacent glass panes of dust, dirt, water spots, streaks, grime and fingerprints – inside and outside. Door and window frames and sashes shall be free of dust and loose dirt.
- (2) Interior Glass: Clean daily all interior glass surfaces that are exposed to frequent occupant use of dust, dirt, water spots, streaks, grime and fingerprints. Window frames, sashes and sills shall be free of dust, dirt, drippings and watermarks.
- (3) Periodic Window Cleaning: Wash all windows, inside and outside, including window screens on a quarterly basis. Windows may have glass tinting. Do not use harsh or abrasive cleaners.

General Cleaning of Exterior:

- (1) Vestibule and Sidewalks: Clean all vestibule and sidewalk areas of litter and dirt. Hose if necessary. Empty all trash receptacles, spot clean, and insert new liner bag. Empty all smokers' receptacles outdoors around facility.
- (2) Shrubbery: Clean planted areas adjacent to vestibule and sidewalks of debris.
- (3) Building Front: Clean ground level of exterior building surfaces adjacent to sidewalks of dust, dirt, cobwebs, and grime.
- (4) Around Building: Remove trash and debris around building.
- (5) Entry Doors: Clean metal and wood surfaces of front entry doors and frames of dust, dirt, cobwebs, and grime.

- (6) **Walk-off Mats:** Clean walk-off mats of dust, dirt and grime. Depending on the type of mats, if necessary, shampoo and hose off.

Replacement of Burned-out Lamps: Contractor will be required to replace burned-out light bulbs or florescent tubes in the building. The County will furnish the replacement light bulbs and florescent tubes.

Cleaning of Floors: Cleaning of floors (sweeping, mopping, stripping, waxing, polishing, carpet cleaning (shampooing and/or encapsulation methods), vacuuming, etc.) shall apply to the whole facility, which shall include corners, entryways, hallways, stairways, elevators, mats, etc.

Waste Receptacle Liner Bags: Waste receptacle liner bags shall be replaced daily unless Facility Manager instructs otherwise. Regardless, liners for receptacles located in kitchens, break rooms, and restrooms shall be replaced daily.

If the Facility Manager elects to have the Contractor provide coin-operated dispensers and sanitary napkins in the ladies restrooms, then Contractor shall keep the dispensers supplied and operating in good working condition. In such event, proceeds from operating sanitary napkin dispensers shall become the property of Contractor.

Paper Recycle Bins: Empty various white and/or color paper recycle bins (usually blue in color) weekly from office work areas into main recycle dumpster located outside.

Empty Boxes: From time to time, there will a pile of empty boxes for the Janitor to place into the recycle bin or dumpster located outside. Sizes will vary from small to large and the empty box pile is generally identified with a sign that says "Trash." Janitor shall collapse boxes whenever possible to conserve space in the recycle bin or dumpster.

Contractor's Storage Area: Keep storage space provided for Contractor's equipment, materials, and supplies clean, orderly, and odor free. To eliminate fire hazards, dust and floor-sweeping cloths shall be stored in metal containers furnished by the Contractor.

Exiting Building: **Turn off all lights** except those that the Facility Managers have explicitly requested be left on. Close and lock all windows and entrance doors. Activate building security alarm system, if applicable. In building with card access security systems, make sure all exterior doors are securely closed.

Play Care Operations: Play Care areas provide a child-centered play environment for young children of clients who are engaged in on-site business. The health and safety of these children utilizing this area is a primary concern.

- (1) Clean and disinfect the Children's play area – tables, chairs, shelves, toys, etc.
- (2) Contractor is expected to use appropriate materials that do not leave a toxic residue.
- (3) Contractor shall provide Safety Data Sheets (SDS) to the Play Car Supervisor for all cleaning chemicals used in this area.

Scope of Services

The following are duties and responsibilities that will be requested of the Contractor and Janitor/ Custodian while performing janitorial services at County facilities.

The Janitor/ Custodian on-site shall be able to read, write, speak and understand the English language to the extent required for communication in person, via telephone and in writing with the County's Custodial/Facility Manger and with the nighttime janitorial staff if applicable, in connection with janitorial services to be performed.

Contractor shall provide each Janitor/ Custodian with a cellular telephone to facilitate communication.

Contractor shall provide the Janitor/ Custodian with a "Plumber's Helper" (plunger) to unclog minor plumbing stoppages.

Contractor shall provide the Janitor/ Custodian with "Caution" signs for display in wet/slippery or unsafe areas.

The Janitor/ Custodian shall not disturb papers, documents, and materials on level surfaces (i.e., counter, desk and table tops) unless directed to do so by the County's Custodial/Facility Manager.

The Janitor/ Custodian shall provide area services, as follows:

- (1) Reception Areas:
 - (a) Sweep and/or dust mop floors.
 - (b) Mop spills and stains off floors.
 - (c) Pick up cans, bottles, and empty wastebaskets.
 - (d) Clean all reception counter glass areas.

Should spills occur or trash accumulates after cleanup, this area shall be given priority service.

- (2) Interview Areas:
 - (a) Sweep and/or dust mop floors.
 - (b) Mop spills and stains off floors.
 - (c) Pick up cans, bottles, and empty wastebaskets.
 - (d) Clean cleared desktops and tables and wipe clean chairs.
 - (e) Spot clean walls and doors.
 - (f) Sweep halls between interview areas, as necessary.

- (3) Secured Work Areas:

For secured work areas, the Janitor/ Custodian is responsible for all duties as outlined in the janitorial specifications that are normally accomplished after hours or weekends.

- (4) All Work Areas:
 - (a) Clean all facility glass entry and exit doors, including doorframes and handles.
 - (b) Clean all interior glass doors, windows and partitions exposed to frequent use, including door/window frames and handles.
 - (c) Clean interior/ exterior handrails.
 - (d) Dust partitions, ledges, moldings, door and windowsills.
 - (e) Dust bookshelves, chairs, tables, counters, and other furniture.
 - (f) Dust all mini-blinds.
 - (g) Spot clean carpets as needed/or requested by the facility manager.
 - (h) Spot clean walls, doors, and woodwork to remove marks and stains.
 - (i) Clean all drinking fountain basins.
 - (j) Clean chairs (notify County's Custodial/Facility Manager when chairs need upholstery cleaning.)
 - (k) Any task that may be needed/or requested to maintain a clean, healthy and orderly environment. This may include cleaning up spills/accidents.

- (5) Break Rooms and Coffee Bars:
 - (a) Refill hand towels and soap dispensers.
 - (b) Spot clean tables, chairs, countertops, sinks, stovetops, refrigerators, microwaves (inside and outside), and food/beverage machines, as necessary.
 - (c) Pick up trash, empty trash receptacles and insert new liner bags as necessary.

- (d) Damp mop floors, if necessary.
- (6) Restrooms:
- (a) Clean door handles and/or push plates.
 - (b) Refill hand towels, toilet seat cover dispensers, deodorant cakes for urinals, toilet paper, soap dispensers, and sanitary napkin dispensers, as needed.
 - (c) Spot clean wash basins, walls/partitions, toilets and urinals.
 - (d) Spot clean mirrors, fixtures and countertops.
 - (e) Pick up trash, empty trash receptacles and insert new liner bags as necessary.
 - (f) Damp mop floors as necessary.
- (7) Play Care Operations: Play Care areas provide a child-centered play environment for young children of clients who are engaged in on-site business. The health and safety of these children utilizing this area is a primary concern.
- (a) Clean and disinfect the Children's play area – tables, chairs, shelves, toys, etc.
 - (b) Contractor is expected to use appropriate materials that do not leave a toxic residue.
 - (c) Contractor shall provide Material Safety Data Sheets (MSDS) to the Play Care Supervisor for all cleaning chemicals used in this area.
- (8) Building Exterior:
- (a) Clean cigarette butts and other debris from front, side, and back entrances of facility.
 - (b) Similarly, clean cigarette butts and other debris from planters and landscaped areas around the facility and entire parking lot.
 - (c) Sweep or hose entryway sidewalks.
 - (d) Empty and clean ashtrays, replace sand as needed.
 - (e) Empty exterior trash containers.

Exhibit "D"

Legal Description

All that certain real property situated in the County of Sacramento, State of California, described as follows:

(Unincorporated Area)

Parcel A as shown on the parcel map entitled "A portion of Lot 252, as shown on map of Orangevale Colony, recorded in County Recorder Office, Sacramento, CA in Book 3 of Maps, at Page 20", recorded October 1, 1981 in Book 67 of Parcel Maps at Page 7.

APN# 223-0141-032-0000

Commonly known as 8820 Greenback Lane, Suites H, I, J, K, L, and M

EXHIBIT "E"

Maintenance Response Timelines		
Type of Problem (The categories of items are for illustrative purposes only.)	Lessor Response to Notification	Lessor Commencement & Completion Time *
Emergency Situations	1 hour	1-4 hours
Life, Health, Safety, Security & Environmental Issues		
Security door, security gate repairs		
Server room HVAC issues		
Alarms		
Utility services disruption		
Water intrusions		
Sewage back-up, restroom overflows		
Break-ins or vandalism		
Other emergency repairs		
Urgent Situations	1 hour	48 hours
Life, Health, Safety, Security & Environmental Issues		
HVAC in employee workspace: Non functional or thermal comfort		
Elevators		
Graffiti		
Other urgent repairs		
Routine	4 hours	1-14 days
Life, Health, Safety, Security & Environmental Issues		
Lighting		
Non-functional sinks/toilets		
General Plumbing		
Door/gate repairs (non-security)		
General electrical		
General mechanical		
Walls/surfaces		
Carpet/flooring (including tears, ripples, trip hazards)		
Odors and noises		
Landscaping		
Other routine repairs		

* The completion times stated herein may be amended/changed/extended by mutual written agreement by parties

Term In Months	Base Rental Rate	Base Monthly Rent	Amortized Improvement Monthly Cost	Base Rate + Amortized Improvements	Library Authority Lease Cost Share *	County of Sacramento Lease Cost Share *	Total Monthly Rent
01-05	\$0	\$0	\$0	\$0	\$0	\$0	\$0
06-17	\$1.39	\$11,008.80	\$3,710.34	\$1.86	\$8,028.62	\$6,690.52	\$14,719.14
18-29	\$1.43	\$11,286.00	\$3,710.34	\$1.89	\$8,179.82	\$6,816.52	\$14,996.34
30-41	\$1.46	\$11,563.20	\$3,710.34	\$1.93	\$8,331.02	\$6,942.52	\$15,273.54
42-53	\$1.50	\$11,840.40	\$3,710.34	\$1.96	\$8,482.22	\$7,068.52	\$15,550.74
54-65	\$1.53	\$12,117.60	\$3,710.34	\$2.00	\$8,633.42	\$7,194.52	\$15,827.94
66-77	\$1.57	\$12,394.80	\$3,710.34	\$2.03	\$8,784.62	\$7,320.52	\$16,105.14
78-89	\$1.60	\$12,672.00	\$3,710.34	\$2.07	\$8,935.82	\$7,446.52	\$16,382.34
90-101	\$1.64	\$12,949.20	\$3,710.34	\$2.10	\$9,087.02	\$7,572.52	\$16,659.54
102-113	\$1.67	\$13,226.40	\$3,710.34	\$2.14	\$9,238.22	\$7,698.52	\$16,936.74
114-125	\$1.71	\$13,503.60	\$3,710.34	\$2.17	\$9,389.42	\$7,824.52	\$17,213.94
126-137	\$1.74	\$13,780.80	\$3,710.34	\$2.21	\$9,540.62	\$7,950.52	\$17,491.14
138-149	\$1.78	\$14,058.00	\$3,710.34	\$2.24	\$9,691.82	\$8,076.52	\$17,768.34
150-161	\$1.81	\$14,335.20	\$3,710.34	\$2.28	\$9,843.02	\$8,202.52	\$18,045.54
162-173	\$1.85	\$14,612.40	\$3,710.34	\$2.31	\$9,994.22	\$8,328.52	\$18,322.74
174-185	\$1.88	\$14,889.60	\$3,710.34	\$2.35	\$10,145.42	\$8,454.52	\$18,599.94

Total Building Square Footage:	7,920
Library Authority Lease Cost Share Sq. Ft:	4,320
County of Sacramento Lease Cost Share Sq. Ft:	3,600

Amortized Improvement Monthly Cost Share:	\$3,710.34
Library Authority Improvement Cost Share:	\$2,023.82
County of Sacramento Improvement Cost Share:	\$1,686.52

*Lease Cost Share includes cost of Amortized Improvement Monthly Cost



September 26, 2019

Agenda Item 8.1: FY 2019-20 Final Budget, Position Control Listing, and Fine and Fee Structure

TO: Sacramento Public Library Authority Board

FROM: Johnny Ea, Finance Manager

RE: FY 2019-20 Final Budget, Position Control Listing, and Fine and Fee Structure

SUGGESTED ACTION(S):

Adopt Resolution 19-41, approving the FY 2019-20 Sacramento Public Library Authority Final Budget, Position Control Listing, and Fine and Fee Structure.

BACKGROUND:

See staff report, attachment, and exhibits.

ATTACHMENT(S):

[8.1 FY 19-20 September Final Budget, Position Control, and Fines and Fees Structure - Staff Report.pdf](#)

[8.1 FY 19-20 September Final Budget, Position Control, and Fines and Fees - RES 19-41.pdf](#)

[8.1 FY 19-20 September Final Budget, Position Control, and Fines and Fees Structure - EXH A-1 Fund Balances.pdf](#)

[8.1 FY 19-20 September Final Budget, Position Control, and Fines and Fees Structure - EXH A-2 to A-5.pdf](#)

[8.1 FY 19 - 20 September Final Budget, Position Control, and Fines and Fees Structure - EXH B - Position Control listing.pdf](#)

[8.1 FY 19-20 September Final Budget, Position Control, and Fines and Fees Structure - EXH C Proposed Fines and Fees Structure.pdf](#)



Sacramento Public Library Authority

September 26, 2019

Agenda Item 8.1: FY 2019-20 Final Budget, Position Control Listing and Fine and Fee Structure

TO: Sacramento Public Library Authority Board Members

FROM: Rivkah K. Sass, Library Director
Johnny Ea, Finance Manager
Kurt Baer, Senior Budget/Finance Analyst

RE: FY 2019-20 Final Budget, Position Control Listing and Fine and Fee Structure

RECOMMENDED ACTION:

ADOPT Resolution 19-41, approving the FY 2019-20 Sacramento Public Library Authority Final Budget, Position Control Listing and Fine and Fee Structure.

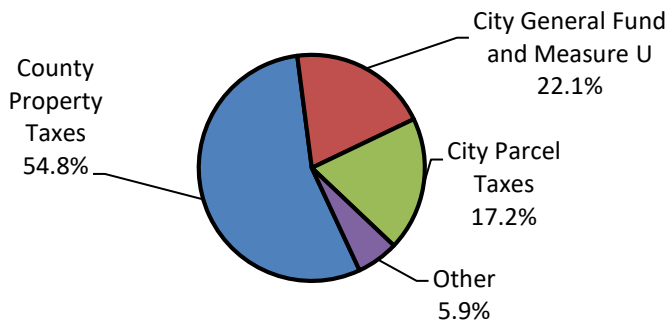
FY 2019-20 FINAL BUDGET

This budget document highlights budget changes identified since the Proposed Budget was adopted in May 2019.

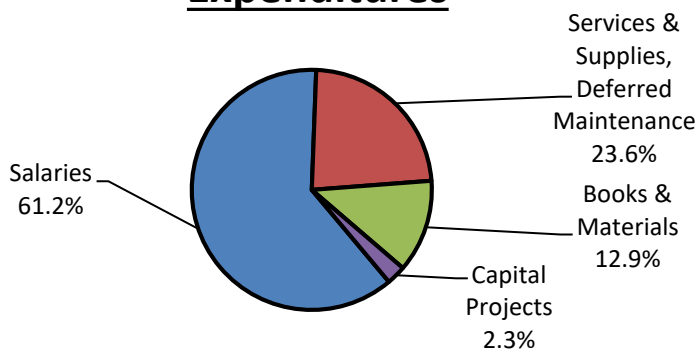
Sacramento Public Library Budget Summary – FY 2019-20

The Authority’s proposed final budget for FY 2019-20 for all services, support, operations and capital projects is \$51,486,500. The following charts provide an illustration of the FY 2019-20 final budget.

Revenues



Expenditures



Attached to this report are Summary Schedules (Exhibits A-1 through A-5), which provide an overview of the Authority’s Final Budget for FY 2019-20, including detailed summaries that outline anticipated revenues and expenditures for FY 2019-20 (Exhibits A-3 and A-4) in the County/Cities Fund, and the City of Sacramento General and Parcel Tax Funds.

The County/Cities Unit is robust, with a projected unreserved fund balance of approximately \$13.9 million at June 30, 2020. Therefore, staff is recommending increasing use of fund balance in the amount of \$498,000 from the May Approved Budget to improve the collection and make necessary security upgrades. The City of Sacramento Unit, on the other hand, has a projected unreserved fund balance of approximately \$4.8 million combined. Staff is recommending increasing use of fund balance in the amount of \$332,000 from the May Approved Budget to reflect the City’s commitment for improvements to the collection and necessary security upgrades. Total revenues in all funds are \$48,085,600, reflecting an increase of \$50,000 from the prior May Approved Budget. Total expenditures in all funds are \$51,486,500, reflecting an increase of \$995,500 from the May budget. The Moore and Fratt Trusts fund balance, in the amount of \$103,500, is used to supplement the collection, while \$12,000 in Hurst fund balance is used to purchase Neil Gaiman books in advance of Sacramento Public Library hosting the 50th anniversary of the May Hill Arbuthnot Lectureship next spring.

Revenues

Library funding comes from three primary sources:

- Property Tax revenues in the County/Cities 54.8%
- General Fund and Measure U contributions, City of Sacramento 22.1%
- Parcel Taxes on parcels in the City of Sacramento 17.2%

The remaining 5.9% of funding comes from fines and fees, investment earnings, the Galleria and donations. Exhibit A-3 provides FY 2019-20 revenue details by fund source. Total revenue changes of \$50,000 from the FY 2019-20 May Approved Budget are due to the City of Sacramento funding increased summer hours and programs at the Colonial Heights Library.

Other revenues include grants and miscellaneous funds received by the Library Authority. The Authority’s practice is to recognize the grants and donations as they are received during the year since they are not predictable from a budgetary perspective. Staff will present the grants, gifts and donations report to the Authority Board for inclusion in the FY 2019-20 Budget as they are received/awarded.

County/Cities Budget Unit

The County/Cities budget unit utilizes property taxes collected in the unincorporated areas of the County and within the cities of Citrus Heights, Elk Grove, Galt, Isleton and Rancho Cordova. These funds finance the operation of 16 branch libraries. Additional revenue is realized from fines and fees, interest income, and the Sylvan Cell Tower.

Expenditures in the County/Cities fund reflect an overall net increase of \$498,000 from the May Approved Budget with increases in services and supplies, books and materials and shared cost allocation expenditures. The costs are driven by increasing the size and diversity of the collection, as well as replacing card key access equipment that has reached end of useful life, in addition to a slight increase in costs from contracting with a new security vendor. Staff has been very frugal since the Great

Recession, enabling the use of \$2,196,500 (Exhibit A-2) in fund balance in the County/Cities budget in FY 2019-20 for continued open hours, materials, and enhanced security.

City of Sacramento Budget Unit

The City of Sacramento budget unit utilizes revenue from two sources: the City General Fund supplemented with Measure U funding, and funding received from taxes levied on parcels within the City limits. These revenues support the operation of 11 library branches located in the City of Sacramento, plus the Central Library. Additional revenue is realized from fines and fees, interest income, and the Library Galleria.

Expenditures in the City of Sacramento Funds reflect an overall net increase of \$382,000 from the May Approved Budget, with increases in services and supplies, books and materials and shared cost allocation. The costs are driven by increasing the size and diversity of the collection as well as replacing card key access equipment that has reached end of useful life, in addition to a slight increase in costs from contracting with a new security vendor.

During the “Great Recession,” the City added three new libraries: Valley Hi-North Laguna, North Natomas, and Robbie Waters Pocket-Greenhaven, without providing additional General Fund contributions for City Library operations. The Library has had to use various strategies, including the use of fund balance reserves, to address the ongoing structural deficit over the last decade. To address the budget challenges, the City of Sacramento has contributed additional General Fund contributions in the amount of \$1,250,000 in FY 2017-18 and \$1,000,000 in FY 2018-19. In addition, the City of Sacramento’s Approved Budget for Fiscal Year 2019-20 includes a step-up increase in the amount of \$750,000 and their budget forecast of General Fund contributions to the Library above the FY 2019-20 budget is as follows:

<u>Fiscal Year</u>	<u>Additional GF Contribution</u>
2020-21	\$.5 million
2021-22	\$1.25 million
2022-23	\$1.75 million

Shared Cost Budget Unit

The Shared Cost Fund functions as an internal service fund, and is determined through a comprehensive cost allocation plan that is updated annually. The fund collects the common costs for operating and administering the Library organization that are then distributed to the operating funds through the cost allocation plan. The FY 2019-20 expenditures minus miscellaneous revenue within the fund is \$18,344,000 which is an increase of \$200,000 or 1.1% from the May Approved Budget. As shown in Exhibit A-4, the total Shared Cost budget is allocated as follows:

• County/Cities Fund	\$10,823,000 or 59%
• Sacramento City General Fund, Measure U	\$ 3,852,000 or 21%
• Sac. City Parcel Tax Fund (X)	\$ 2,752,000 or 15%
• Sac. City Parcel Tax Fund (B)	\$ 917,000 or 5%
Total	\$18,344,000

Revenues of \$316,000 are directly attributed to the fund from cost recovery in the amount of \$121,000 for IT support to partner libraries using SPL's Sierra catalog, a State of California Literacy grant for \$55,000, plus \$140,000 for passport services.

An increase in capital expenditures from replacing card key access equipment that has reached end of useful life, an increase in services and supplies from an increase in IT software, and additional system wide recycling costs resulted in an increase in expenditures of \$200,000 from the May Approved FY 2019-20 Budget.

Mobile Services

Sacramento Public Library has a long-running Bookmobile schedule which primarily serves seniors and the outlying community of Rancho Murrieta. A First Five grant in 2014 allowed Youth Services to repurpose one of two original Bookmobiles to begin conducting stops at affordable housing sites where Early Learning and School Readiness programming and interactions were emphasized. The First Five grant ended in 2017 but the Library kept a full-time Library Associate position previously funded by the grant.

In 2018, a LSTA grant allowed the Library to lease an outreach van, hire a full-time Library Assistant and cover 75% of a Youth Service Associate's time to coordinate and run a route focused on affordable housing sites, women's shelters, new arrivals and pop-up events. The project's success, along with guaranteed future funding of \$200,000 from the Sacramento Metropolitan Air Quality Management District for two electric bookmobiles, and additional State Library grant opportunities, makes this the right time to expand Sacramento Public Library's mobile service efforts.

Capital Projects

The City of Sacramento adopted a resolution at the August 13, 2019 City Council Meeting to establish and fund the Martin Luther King, Jr., Library Renovation Capital Improvement Project and the North Sacramento Library Relocation Capital Improvement Project. Project details are as follows:

Martin Luther King, Jr., Library Renovation Capital Improvement Project: This project includes replacing or improving many of the remaining systems in the building, as well as making significant operational and programming modifications. In addition to the replacement of systems in the building, the overall layout of the Library will be evaluated for modification, including an updated lobby, reception area and ADA-compliant restrooms, along with enhanced areas for children and teens, a homework help area, glass-enclosed quiet rooms, manager's office modifications with security glass, staff room casework, an enhanced and expanded community room, and all associated demolition. Some new furniture and books also are included. Preliminary project costs are estimated to be between \$4 million and \$5.5 million.

North Sacramento-Hagginwood Library Relocation Capital Improvement Project: The current North Sacramento Library lease is set to expire in March 2020. The City and the Library have found a potential building to lease, located at 1830 Del Paso Blvd. The building is a former Bank of America building and has been vacant for many years. The North Sacramento Library has the same type of programming issues as the Martin Luther King, Jr., Library and will require extensive work, including hazardous-material abatement, new electrical and mechanical systems, etc., and a complete tenant improvement. In addition, a lease will need to be structured in a way that the Library can afford the monthly lease payments. Preliminary project costs are estimated to be between \$5 million and \$7 million.

The City will need to fund the \$9 million to \$12.5 million estimated project costs prior to work commencing on the respective library locations.

The County of Sacramento is proposing an expansion of the Orangevale Library, from 4,320 square feet to 7,950 square feet at its current location, offering the community a vibrant and refreshed Library. The expanded Library will feature a community room, areas for children and teens, quiet rooms, and much more. Preliminary space-planning activities have started.

Books and Materials

The books and materials budget is \$6,641,500 (Exhibit A-5) which is an increase of \$633,500 from the FY 2019-20 May Approved Budget. The public has repeatedly informed the Library that it wants more materials. This injection brings Sacramento Public Library's per capita collection expenditure in closer alignment to the national average. This is also reflected in the increased circulation of materials in FY 2018-19 and demonstrates that Sacramento is increasingly a community of readers. Distributions from the Moore and Fratt Trusts are also contributing \$103,500 towards the collection.

Budgeted Positions/Position Control

Position Control for FY 2019-20 shows a total of 304 FTEs (Exhibit B), an increase of 2.0 FTEs from the Position Control approved in May 2019. One (.5) FTE is for a Youth Services Librarian to work system wide with children on coding programs. One and a half (1.5) FTE is for Library Assistants currently funded by an expiring LSTA grant for outreach to affordable housing sites and women's shelters.

Recent retirements and another separation in the Finance Department provided an opportunity to assess work flow and skill set needed to ensure continued timely processing and financial reporting in compliance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB). The vacant Accounting Specialist position will be recruited at the same level which will provide efficiencies with cross-training and coverage. The Senior Accounts Payable Technician vacant position is recommended to be reclassified to Accountant/Finance Analyst to perform professional accounting work and financial reporting. The current Senior Payroll Technician (confidential) position is recommended to be reclassified to Accountant/Payroll Analyst (confidential) to perform professional accounting and payroll work, ensuring that the day-to-day operations are maintained. Recruiting the talent and skill set needed for the above recommended changes will result in improved customer service and continued success in compliance with accounting standards, as well as related reporting requirements. The net fiscal impact of the proposed changes is approximately \$7,000 for Fiscal Year 2020, which will be absorbed by budget savings.

Fine and Fee Schedule

Staff is recommending no changes to the fine and fee schedule at this time.

Future Challenges

Inflation continues to drive up costs for services and supplies, books and materials, health care and capital projects. In addition, with CalPERS lowering its discount rate from 7.5% to 7%, the Library's employer contribution is projected to increase by approximately \$1.4 million over the next four years.

Staff will present recommended Mid-Year Budget Adjustments for FY 2019-20 in early 2020. This Mid-Year Budget will include updates on funding from the County and the City of Sacramento, as well as refinements to expenditure amounts.

ATTACHMENT(S):

Resolution 19-41: Adopting the FY 2019-20 Sacramento Public Library Authority Final Budget, Position Control Listing and Fines and Fees Structure.



Sacramento Public Library Authority

RESOLUTION NO. 19-41

Adopted by the Governing Board of the Sacramento Public Library Authority on the date of:

SEPTEMBER 26, 2019

APPROVING THE FY 2019-20 FINAL BUDGET, POSITION CONTROL LISTING, AND FINE AND FEE SCHEDULE FOR THE SACRAMENTO PUBLIC LIBRARY AUTHORITY

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE SACRAMENTO PUBLIC LIBRARY AUTHORITY AS FOLLOWS:

1. The Sacramento Public Library Authority’s FY 2019-20 Final Budget totaling \$51,486,500, as presented in Exhibits A-1 through A-5, is approved.
2. The Sacramento Public Library Authority’s FY 2019-20 Position Control Listing, as presented in Exhibit B, is approved.
3. The Sacramento Public Library Authority’s FY 2019-20 Fines and Fees Structure, as presented in Exhibit C, is approved.
4. All increases or decreases to operating appropriations in excess of \$50,000 shall be approved by the Library Authority Board.
5. Authority Reserves are appropriated as follows:

	County/Cities Fund	Sac City Fund	Sac City Parcel Tax X Fund	Sac City Parcel Tax B Fund	Total
Reserves for Cash Flow/ Economic Uncertainty	\$10,234,175	\$2,057,510	\$1,186,175	\$369,580	\$13,847,440

This designated reserve will be maintained at the level of 35% of budgeted operating expenditures in the County/Cities Fund and 17% of budgeted operating expenditures in Sacramento City Funds for the purpose of absorbing unforeseen contingencies and allowing continuation of Approved Budget program levels.

Darren Suen, Chair
Sue Frost, Vice Chair



Sacramento Public Library Authority

ATTEST:

Rivkah K. Sass, Secretary

By: _____
Roxana Puerner, Assistant Secretary

ATTACHMENT(S):

- Exhibit A-1: Budget Summary by Fund FY 2019-20
- Exhibit A-2: Final Budget Summary FY 2019-20
- Exhibit A-3: Revenue Details by Fund Source FY 2019-20
- Exhibit A-4: Expense Details by Fund Source FY 2019-20
- Exhibit A-5: Books and Materials Fund FY 2019-20
- Exhibit B: Sacramento Public Library Authority Position Control Listing for FY 2019-20
- Exhibit C: Fine and Fee Structure for FY 2019-20

**Sacramento Public Library Authority
Budget Summary by Fund
Fiscal Year 2019-20**

Fund	Beginning Fund Balance 06/30/18	Estimated Activity FY 2018-19		Estimated Fund Balance 06/30/19	Proposed Budget FY 2019-20		Cash Flow / Economic Uncertainty Reserve	Unreserved Fund Balance 06/30/20
		Revenues	Expenses		Revenues	Expenses		
County/Cities	\$ 26,937,063	\$ 25,827,346	\$ 26,439,000	\$ 26,325,409	\$ 27,044,000	\$ 29,240,500	\$ 10,234,175	\$ 13,894,734
Sacramento City	2,449,290	11,180,562	10,490,000	3,139,852	11,936,600	12,103,000	2,057,510	915,942
Sac City Parcel Tax X	5,419,637	5,955,461	5,641,000	5,734,098	6,184,000	6,977,500	1,186,175	3,754,423
Sac City Parcel Tax B	208,600	2,196,000	1,997,000	407,600	2,275,000	2,174,000	369,580	139,020
Tech/Equip Replace	2,153,545	163,000	600,000	1,716,545	250,000	475,000	-	1,491,545
Other	2,475,843	222,752	227,752	2,470,843	80,000	200,500	-	2,350,343
Shared Cost *	-	362,068	362,068	-	316,000	316,000	-	-
Total	\$ 39,643,978	\$ 45,907,189	\$ 45,756,820	\$ 39,794,347	\$ 48,085,600	\$ 51,486,500	\$ 13,847,440	\$ 22,546,007

Note: * Direct revenues and expenses

**SACRAMENTO PUBLIC LIBRARY AUTHORITY
BUDGET SUMMARY
FISCAL YEAR 2019-20**

	FY 19-20 APPROVED BUDGET	FY 19-20 FINAL BUDGET	CHANGE Increase/(Decrease)	
Total Sources of Funds	\$ 48,035,600	\$ 48,085,600	\$ 50,000	0.1%
Salaries and Benefits	31,500,000	31,500,000	-	0.0%
Services and Supplies	11,702,000	11,964,000	262,000	2.2%
Materials/Books	6,008,000	6,641,500	633,500	10.5%
Equipment/Capital Projects	1,075,000	1,175,000	100,000	9.3%
Deferred Maintenance	206,000	206,000	-	0.0%
Total Expenses	\$ 50,491,000	\$ 51,486,500	\$ 995,500	2.0%
Surplus/(Deficit)				
County/Cities Fund	(1,698,500)	(2,196,500)	(498,000)	29.3%
Sac City Fund	600	(166,400)	(167,000)	-27833%
Sac City Parcel Tax Measure X	(535,500)	(793,500)	(258,000)	48.2%
Sac City Parcel Tax Measure B	8,000	101,000	93,000	1162.5%
400s Fund	(225,000)	(225,000)	-	0.0%
Other Funds	(5,000)	(120,500)	(115,500)	2310.0%
Net Surplus/(Deficit)	\$ (2,455,400)	\$ (3,400,900)	\$ (945,500)	38.5%

Note: FY 19-20 Final Budget includes use of \$3,400,900 from Fund Balance reserves.

SACRAMENTO PUBLIC LIBRARY SOURCES OF FUNDS FISCAL YEAR 2019-20					
SOURCES OF FUNDS	FY 19-20 APPROVED BUDGET	FY 19-20 FINAL BUDGET	CHANGE		
			Increase/(Decrease)		
COUNTY/CITIES FUND					
County Contributions	\$ 26,350,000	\$ 26,350,000	\$ -		0.0%
State Appropriations	-	-	-		0.0%
Interest Income	400,000	400,000	-		0.0%
Fines and Fees	260,000	260,000	-		0.0%
Other Revenue	34,000	34,000	-		0.0%
TOTAL	\$ 27,044,000	\$ 27,044,000	\$ -		0.0%
SAC CITY FUND					
City Contributions	\$ 10,635,600	\$ 10,635,600	\$ -		0.0%
State Appropriations	-	-	-		0.0%
Galleria	450,000	450,000	-		0.0%
Interest Income	25,000	25,000	-		0.0%
Fines and Fees	150,000	150,000	-		0.0%
Other Revenue	135,000	185,000	50,000		37.0%
CEN Distribution X-fer in	491,000	491,000	-		0.0%
TOTAL	\$ 11,886,600	\$ 11,936,600	\$ 50,000		0.4%
SAC CITY PARCEL TAX X					
Parcel Tax	\$ 5,995,000	\$ 5,995,000	\$ -		0.0%
Interest Income	94,000	94,000	-		0.0%
Fines and Fees	55,000	55,000	-		0.0%
Other Revenue	40,000	40,000	-		0.0%
TOTAL	\$ 6,184,000	\$ 6,184,000	\$ -		0.0%
SAC CITY PARCEL TAX B					
Parcel Tax	\$ 2,274,000	\$ 2,274,000	\$ -		0.0%
Interest Income	1,000	1,000	-		0.0%
Other Revenue	-	-	-		0.0%
TOTAL	\$ 2,275,000	\$ 2,275,000	\$ -		0.0%
SHARED FUND					
State Foundation/Grants	\$ 55,000	\$ 55,000	\$ -		0.0%
Other Revenue	261,000	261,000	-		0.0%
TOTAL	\$ 316,000	\$ 316,000	\$ -		0.0%
400s FUND TOTAL	\$ 250,000	\$ 250,000	\$ -		0.0%
OTHER FUNDS					
Other Revenue	\$ 80,000	\$ 80,000	\$ -		0.0%
TOTAL	\$ 80,000	\$ 80,000	\$ -		0.0%
GRAND TOTAL	\$ 48,035,600	\$ 48,085,600	\$ 50,000		0.1%

SACRAMENTO PUBLIC LIBRARY EXPENSE DETAILS BY FUND FISCAL YEAR 2019-20				
EXPENSE	FY 19-20 APPROVED BUDGET	FY 19-20 FINAL BUDGET	CHANGE Increase/(Decrease)	
COUNTY/CITIES FUND				
Salaries and Benefits	10,644,000	10,644,000	-	0.0%
Services and Supplies	3,006,000	3,073,000	67,000	2.2%
Materials/Books	3,619,000	3,932,000	313,000	8.6%
Capital Projects	345,000	345,000	-	0.0%
Deferred Maintenance	57,000	57,000	-	0.0%
Cost Allocation (59%)	10,705,000	10,823,000	118,000	1.1%
Central Distribution	366,500	366,500	-	0.0%
TOTAL	\$ 28,742,500	\$ 29,240,500	\$ 498,000	1.7%
SAC CITY FUND				
Salaries and Benefits	5,750,000	5,750,000	-	0.0%
Services and Supplies	1,572,000	1,636,000	64,000	4.1%
Materials/Books	605,000	716,000	111,000	18.3%
Capital Projects	-	-	-	0.0%
Deferred Maintenance	149,000	149,000	-	0.0%
Cost Allocation (21%)	3,810,000	3,852,000	42,000	1.1%
TOTAL	\$ 11,886,000	\$ 12,103,000	\$ 217,000	1.8%
SAC CITY PARCEL TAX X				
Salaries and Benefits	1,903,000	1,903,000	-	0.0%
Services and Supplies	361,000	374,000	13,000	3.6%
Materials/Books	1,775,000	1,855,000	80,000	4.5%
Capital Projects	-	-	-	0.0%
Cost Allocation (15%)	2,722,000	2,752,000	30,000	1.1%
Central Distribution	93,500	93,500	-	0.0%
TOTAL	\$ 6,854,500	\$ 6,977,500	\$ 123,000	1.8%
SAC CITY PARCEL TAX B				
Salaries and Benefits	1,170,000	1,170,000	-	0.0%
Services and Supplies	15,000	21,000	6,000	40.0%
Materials/Books	9,000	35,000	26,000	288.9%
Cost Allocation (5%)	907,000	917,000	10,000	1.1%
Central Distribution	31,000	31,000	-	0.0%
TOTAL	\$ 2,132,000	\$ 2,174,000	\$ 42,000	2.0%
SHARED FUND				
TOTAL DIRECT EXPENSES	\$ 316,000	\$ 316,000	\$ -	0.0%
400s FUND TOTAL	\$ 475,000	\$ 475,000	\$ -	0.0%
500s FUND TOTAL	\$ -	\$ 103,500	\$ 103,500	100.0%
OTHER FUNDS				
TOTAL EXPENSES	\$ 85,000	\$ 97,000	\$ 12,000	14.1%
TOTAL	\$ 50,491,000	\$ 51,486,500	\$ 995,500	1.9%

**SACRAMENTO PUBLIC LIBRARY
BOOKS AND MATERIALS FUND
FISCAL YEAR 2019-20**

	FY 19-20 APPROVED BUDGET	FY 19-20 FINAL BUDGET	CHANGE Increase/(Decrease)	
REVENUES				
Transfers in from:				
County/Cities Fund	3,619,000	3,932,000	313,000	8.6%
Sac City Fund	605,000	716,000	111,000	18.3%
Sac City Measure X	1,775,000	1,855,000	80,000	4.5%
Sac City Measure B	9,000	35,000	26,000	288.9%
Moore/Fratt Fund	-	103,500	103,500	100.0%
TOTAL	\$ 6,008,000	\$ 6,641,500	\$ 633,500	10.5%
EXPENDITURES				
Books/Materials	6,008,000	6,641,500	633,500	10.5%
TOTAL	\$ 6,008,000	\$ 6,641,500	\$ 633,500	10.5%

**SACRAMENTO PUBLIC LIBRARY AUTHORITY
POSITION CONTROL REPORT
September 26, 2019**

	FY 2019-20	FY 2019-20	Change
	Approved May 23, 2019	Proposed September 26, 2019	
Accountant/Finance Analyst	0	1	1
Accountant/Payroll Analyst	0	1	1
Accounting Specialist	2	2	
Administrative Analyst	2	2	
Administrative Assistant	2	2	
Adult Learning and Literacy Supervisor	1	1	
Building Maintenance Worker	2	2	
Circulation Supervisor	20	20	
Collection Services Manager	1	1	
Communications Assistant	1	1	
Communications Manager	1	1	
Community Engagement Manager	1	1	
Creative Project Coordinator	1	1	
Custodial and Logistics Supervisor	1	1	
Custodian	13.5	13.5	
Deputy Director	2	2	
Early Learning Specialist	1	1	
Events Coordinator	0.5	0.5	
Facilities Manager	1	1	
Facilities Projects Manager	2	2	
Field Custodial Supervisor	1	1	
Finance Manager	1	1	
General Library Worker	3	3	
General Services Worker	6.5	6.5	
Human Resources Analyst	2	2	
Human Resources Manager I/II	1	1	
Human Resources Technician	1	1	
Information Technology Analyst	1	1	
Information Technology Supervisor	1	1	
Information Technology Technician	2	2	
Integrated Library Services Supervisor	1	1	
K-12 Specialist	1	1	
Librarian	50.5	51	0.5
Library Assistant	107.5	109	1.5
Library Associate	6	6	
Library Communications Analyst	1	1	
Library Director	1	1	
Library Galleria Coordinator	1	1	
Library Program Specialist	1	1	
Library Security Officer	2	2	
Library Supervisor I	9	9	
Library Supervisor II	11	11	
Library Supervisor III	13	13	
Materials Handler	4.5	4.5	
Procurement and Contracts Coordinator	1	1	
Public Information Coordinator	1	1	
Public Services Manager	3	3	
Safety/Security Coordinator	1	1	
Safety and Security Manager	1	1	
Senior Accounts Payable Technician	1	0	-1
Senior Budget/Finance Analyst	1	1	
Senior Information Technology Analyst	2	2	
Senior Information Technology Technician	2	2	
Senior Payroll Technician	1	0	-1
Special Projects and Remodeling Coordinator	1	1	
Visual Communications Specialist	1	1	
Volunteer Coordinator	1	1	
Youth Services Manager	1	1	
Total FTEs	302.0	304.0	2.0

FTEs are full-time equivalent positions, equating part time positions into fraction of a full time position.

SACRAMENTO PUBLIC LIBRARY
FINES/FEES STRUCTURE
Final Budget: September 26, 2019

Categories	Current Fees
FINES	
Periodicals	\$0.05/day to \$1.00 maximum
All Juvenile and Young Adult (YA) materials	\$0.00
All Adult materials (on juvenile and teen cards?)	\$0.25/day to \$5.00 maximum
All visual media	\$0.25/day to \$5.00 maximum
Mobile Devices (Hotspots, Laptops or Tablets)	Replacement cost of item
Link + books	\$1.00/day to \$15.00 maximum
Interlibrary Loan (ILL) materials	\$2.00/day up to the cost of the material
GENERAL FEES	
Self-service black & white photocopying	\$0.15/page
OPAC printouts	The first five (5) pages of an individual print job are free to the patron, with subsequent pages costing \$0.15 /page
Printouts (Computer, coin-operated microform, fax)	Updated Fee: \$0.15/page
Self-service color photocopying	\$0.50/page
Sacramento Room – archival photocopies	\$0.50/page
Sacramento Room – Digital scans of materials Prints of digital scans CD with images Shipping charge per CD if mailed	\$10/per scan \$15/per print \$5.00/CD \$3.00 each
Collection agency processing fee	\$10.00
Returned check service fee	\$30.00
Damaged material (unusable)	Unit cost of item
Programs, classes, publishing fees	\$5.00 - \$500.00* *Fee to be determined per program/class activity
Passport fees	\$15 - \$35

SACRAMENTO PUBLIC LIBRARY
FINES/FEES STRUCTURE
Final Budget: September 26, 2019

INTERLIBRARY LOAN FEES	
ILL fee to send a book to out-of-state library	\$20.00
LOST LIBRARY MATERIALS	
Lost periodical	\$5.00
Lost item (ILL) Fee charged to SPL customer	\$60.00 minimum to cost of item (fine goes to owning library, not SPL)
Link+ Lost Materials	\$115.00 per item (fine goes to owning Library, not SPL)
All lost Juvenile, Young Adult and Adult items (cataloged)	Unit cost of item or "default cost"*
Lost item (cataloged paperback)	Unit cost of item or "default cost"*
*Default cost	\$5.00 for a magazine \$30.00 for a book
MEETING ROOMS	
After-hours fee (when staff/security must open or secure a meeting room when the library is not open)	\$50.00
Excessive cleanup costs: Charge for post-event cleaning beyond normal custodial duty assignments	Actual costs, including labor, materials and outside services

LIBRARY GALLERIA MEETING ROOMS:

	Mon-Thurs	Friday	Saturday	Sunday
Main Floor (5 hrs.)	\$1,000	\$1,300	\$2,300	\$1,300
Main Floor (9 hrs.)	\$1,500	\$2,000	\$3,000	\$2,000
2nd Floor Balcony (5 hrs.)	\$300	\$450	\$500	\$450
2nd Floor Balcony (9 hrs.)	\$450	\$650	\$800	\$650

**SACRAMENTO PUBLIC LIBRARY
FINES/FEES STRUCTURE**

Final Budget: September 26, 2019

Meeting Room (1/2 Day)	\$400	\$400	\$400	\$400
Meeting Room (Full Day)	\$500	\$500	\$500	\$500
Meeting Room (Evening 6 PM+)	\$500	\$500	\$500	\$500

LIBRARY GALLERIA COMMUNITY USE POLICY AND FEES:

Community use policy states that the following groups may qualify for meeting room use at no charge:

- Neighborhood groups from the downtown district and other groups outside the downtown district that have been formed to improve conditions in their respective neighborhoods
- Public forums that have been called by elected city officials
- Interested groups must see Library Galleria staff for room use guidelines and availability.

Events may be subject to associated fees as described below.

Community Use Associated Fees				
Type of service/fee	Minimum hours required	Staff required	Rate per hour	Total
Library event duty	2 hrs.	1 coordinator	\$30	\$60
Security officer	4 hrs.	1 officer	\$30	\$120
Room Setup				
Up to 10 tables	4 hrs.	1 custodial	\$20	\$80
11+ tables	8 hrs./ea	2 custodial	\$20	\$320
Strike & clean	8 hrs.	1 custodial	\$20	\$160
Strike & clean	5 hrs./ea	2 custodial	\$20	\$200

Reception Space and Equipment Fees	
Space Rental	Per Use
Old Library Foyer entrance only	\$ 100

**SACRAMENTO PUBLIC LIBRARY
FINES/FEES STRUCTURE**

Final Budget: September 26, 2019

Foyer entrance with food and beverage	\$ 300
Equipment	
LCD Projector	\$ 185
Conference phone	\$ 50
Remote clicker	\$ 25
Mac to VGA converter	\$ 25
Projection screen, 8' portable	\$ 45
Additional wireless microphones	\$ 40
Additional wired microphones	\$ 20
Additional lectern	\$ 30
Whiteboard and pens	\$ 15
Flip chart and pens	\$ 15
Designer drape backdrop 25 - 40'	\$ 120
Designer drape backdrop 17 - 24'	\$ 100
Designer drape backdrop 16' or less	\$ 60
Security guard, per hour	\$ 30
Stage	\$ 200

Wedding and Prom Packages	Sunday-Friday	Saturday
Wedding reception, main floor only	\$ 1,500	\$ 2,500
Wedding, main floor and balcony	\$ 1,950	\$ 3,000
Wedding and ceremony, main floor	\$ 1,900	\$ 2,900
Wedding and ceremony, main & balcony	\$ 2,350	\$ 3,400
Prom, main floor and foyer, 5 hours	\$ 1,150	\$ 1,950
Balcony, 5 hours	\$ 450	\$ 500
East meeting room and Old Foyer	\$ 400	\$ 400
Library Lobby as an entrance	\$ 100	\$ 100
New Year's Eve (see Saturday rates)		
Hourly rates after hours		
Galleria	\$ 175	
Balcony	\$ 50	

September 26, 2019

Agenda Item 8.2: Sacramento Coalition for Digital Inclusion

TO: Sacramento Public Library Authority Board

FROM: Jarrid P. Keller, Deputy Director

RE: Sacramento Coalition for Digital Inclusion

SUGGESTED ACTION(S):

Issue a Proclamation Recognizing October 7 to 11 as Digital Inclusion Week to raise awareness about the importance of achieving digital equity in Sacramento.

BACKGROUND:

The Sacramento Coalition for Digital Inclusion (SCDI) began when the Sacramento Public Library convened stakeholders and service providers who were invested in the idea of Digital Equity for the Sacramento region in January 2019. The SCDI consists of more than 40 organizations and is led by a steering committee made up of the Sacramento Public Library, Valley Vision, Social Venture Partners of Sacramento, and the City's Office of Innovation and Economic Development. SCDI is focused on creating more opportunities for digital equity in the Greater Sacramento Region.

In all sectors of the economy, digital technologies are creating a dramatic shift in the way we learn, work and communicate. As civic, economic and cultural institutions move forward with the productivity gains and increased outputs that digital technologies bring to their day-to-day work, all populations must be able to share in those gains in a meaningful way. Through a variety of historic, financial, and technical factors, there are significant sectors of our region's populations that are being left behind.

Exclusion from the digital world usually results from three different barriers. Individuals either do not have powerful enough hardware to accomplish their digital task, sufficient internet connection opportunities to engage in the online world, or sufficient skills to meet their digital needs. These barriers must all be removed in concert for any digital inclusion activity to create meaningful change in a person's life. Moreover, removing these barriers is critical to creating an inclusive economy.

SCDI facilitated four community workshops in Sacramento County to collect community feedback and direct service provider insights on digital equity needs within the County. The workshops were held between July and August 2019 at the following locations:

1. Martin Luther King, Jr. Library, 7340 24th St. Bypass, Sacramento, CA 95822 (District 8)
2. North Sacramento-Hagginwood Library, 2109 Del Paso Blvd., Sacramento, CA 95815 (District 2)
3. Walnut Grove Library, 14177 Market St., Walnut Grove, CA 95690 (Sacramento County)
4. Oak Park Community Center, 3425 Martin Luther King Jr. Blvd., Sacramento CA 95817 (District 5)

Approximately 30 community partners and members participated in the workshops, representing varying organizations and communities.

The emerging themes that translated throughout the community workshops included:

1. Digital inequity disrupts one's social, economic, and democratic life;
2. There are digital equity deserts in Sacramento County;
3. Digital skills are critical-thinking skills;
4. Handheld devices are limited resources for meaningful access; and,
5. The highest priority in rural areas is access to the internet.

Combining community input from the workshops, local data and national best practices, SCDI submits its report to the Sacramento Public Library Authority Board. The report provides an overview of the issues surrounding digital inclusion, the data to inform the findings, and recommendations as treatments for the issues. SCDI's recommendations to local and regional policymakers in the report are:

1. Increase the availability of digital literacy training for residents of all ages across a full spectrum of skills development;
2. Increase the availability of free and low-cost computing devices through surplus refurbishing programs;
3. Increase access to public computing labs and adoption of affordable home broadband subscription plans; and,
4. Invest in organizational infrastructure and capacity to coordinate, track and measure progress toward regional digital-equity goals.

The SCDI Steering Committee seeks support on these findings and recommendations. The SCDI welcomes feedback from board members and is excited to engage in any discussion on the ways in which the issue of the digital divide can be addressed. Additionally, it is requested that the Authority Board recognize and adopt "International Digital Inclusion Week," as proposed in the attached resolution.

ATTACHMENT(S):

[8.2 Sacramento Coalition for Digital Inclusion - ATT A - Report.pdf](#)

[8.2 Sacramento Coalition for Digital Inclusion - ATT B - A Proclamation Celebrating National Digital Inclusion - October 7 - 11, 2019.pdf](#)

PRELIMINARY REPORT OF THE SACRAMENTO COALITION FOR DIGITAL INCLUSION



Sacramento Coalition
for Digital Inclusion

OUTLINE

- I. Introduction to SCDI
- II. Description of the Issue
- III. Research on National Efforts
- IV. Research on Local Needs
- V. Engagement Summary and Themes
 - A. Engagement Summary
 1. Dates, locations, attendance, etc.
 2. What we presented
 - B. Workshop Themes that Emerged
 1. Digital inequity disrupts one's social, economic, and democratic life
 2. There are digital equity deserts in Sacramento County
 3. Digital skills are critical thinking skills
 4. Handheld devices are limited resources for meaningful access
 5. The highest priority in rural areas is access to the internet
- VI. Recommendations
 - A. Skill Increase:
 1. 7.5k Technology Challenge
 - a) Outcome measurements
 2. Stretch Goals
 3. Digital Inclusion Week
 - B. Hardware increase
 - C. Broadband increase
 1. Public Access Computer Labs
 2. Beyond Public Spaces
 3. Broadband Access and Broadband Adoption
 - D. Coalition Infrastructure and Capacity
 1. Current Coalition Infrastructure
 2. Desired Future State
- VII. Maps / Resources
- VIII. Acknowledgements

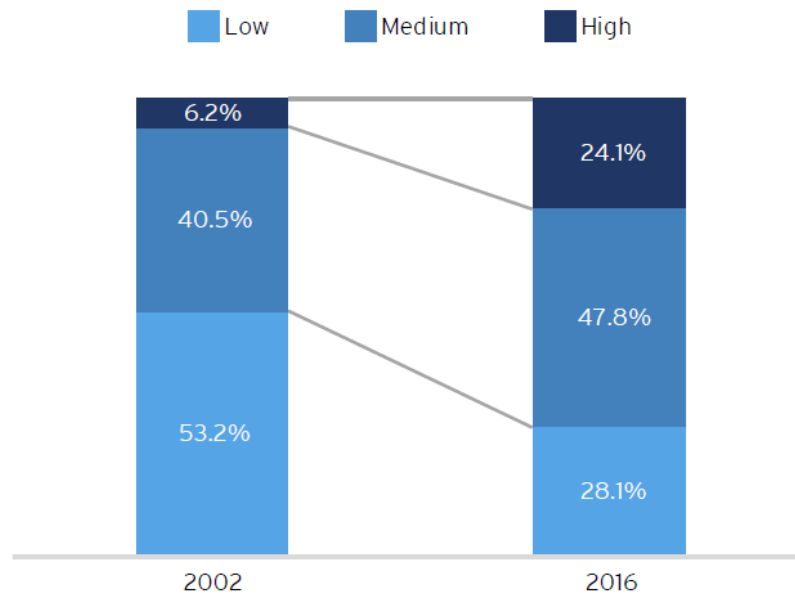
Introduction to SCDI

The Sacramento Coalition for Digital Inclusion consists of more than 40 organizations and uses a steering committee run by The Sacramento Public Library, The City of Sacramento, Valley Vision and Social Venture Partners Sacramento. The Coalition is focused on creating more opportunities for digital equity in the Greater Sacramento Region. To this end, the SCDI led a series of workshops on the topic of digital inclusion in our region.

This report contains the findings of those conversations, as well as observations garnered from the study of other efforts by metropolitan areas of similar size. This report also draws heavily from the market assessment conducted by the Brookings Institute and documented in the report *Charting a Course to the Sacramento Region's Future Economic Prosperity*. The assessment found that the Sacramento Region has a persistent and increasing Digital Divide, as manifested in disparities in broadband access and adoption, educational attainment by race, and lack of basic digital literacy skills, as well as a shortage of more advanced digital skills needed in the workforce. These skills are increasingly required for the middle-skills jobs of today and tomorrow.

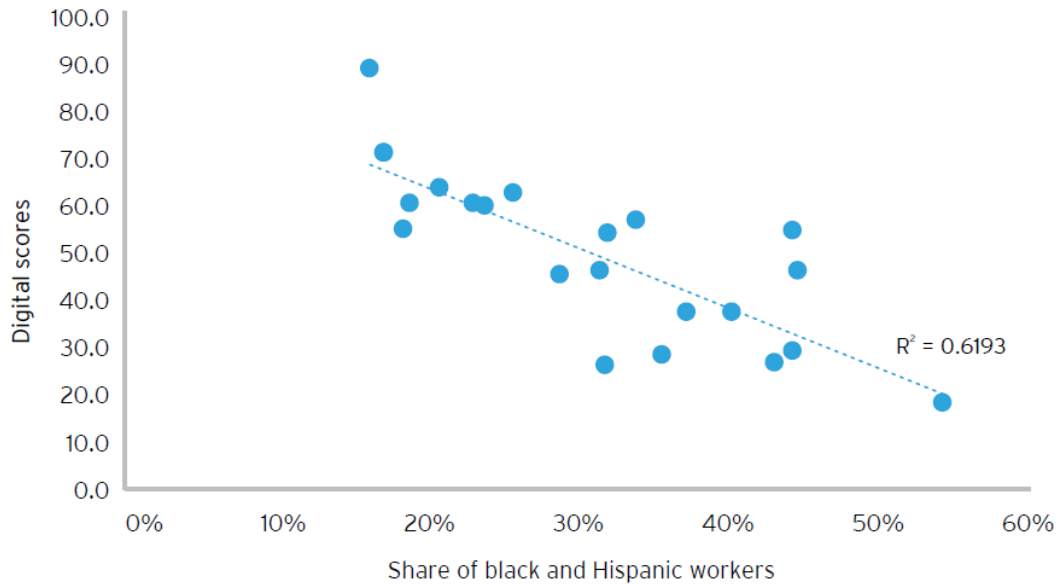
Close to three-quarters of occupations in the region now require high or medium levels of digital skills

Share of occupations by digital skill level, Sacramento region



Black and Hispanic workers are underrepresented in medium and high digital occupations

Digital scores vs. share of Black and Hispanic workers by occupation groups (Sacramento region, 2016)

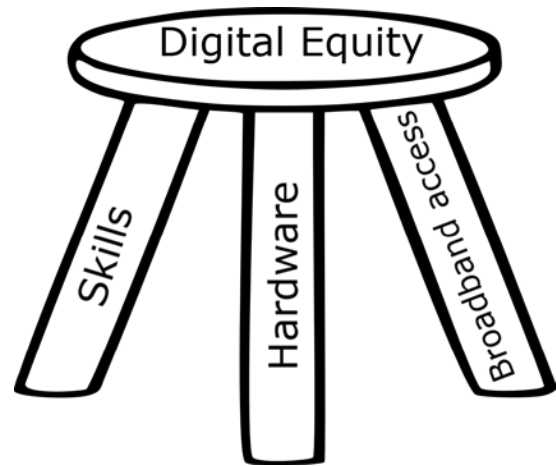


Combining community input, local data and national best practices, the SCDI presents this report to provide an overview of the issues surrounding digital inclusion, the data to inform the findings, and recommendations as treatments for the issues.

For the purpose of this report, Digital Inclusion is defined as having 1) access to reliable broadband internet connection; 2) a functional computing device; and 3) digital skills to support social participation, education and work.

Description of the Issue

Exclusion from the digital world usually results from three different barriers. Users either do not have sufficiently powerful enough hardware to accomplish their digital task, sufficient internet connection opportunities to engage in the online world, or sufficient skills to meet their digital needs. These barriers -- hardware, internet access and skills -- must all be removed *in concert* for any digital inclusion activity to create meaningful change in a person's life. Moreover, removing these barriers is critical to creating an inclusive economy.



Those without access to a barrier-free digital experiences often are left behind in today's on-line society. They face challenges related to their civic, economic and cultural lives. Communicating with distant relatives, looking for a job, searching for housing, accessing health information and telehealth services, utilizing civic services, completing school assignments -- all of these are tasks that, in the modern world, are near impossible without adequate connectivity, computing hardware and digital skills.

In all sectors of the economy, digital technologies are creating a dramatic shift in the way we learn, work and communicate. As civic, economic and cultural institutions move forward with the productivity gains and increased outputs that digital technologies bring to their day-to-day work, there is a social responsibility to ensure that all populations are able to share in those gains in a meaningful way. Through a variety of historic, financial and technical factors, there are significant sectors of our region's populations that are being left behind.

Research on National Efforts

Digital inclusion is an increasingly important topic in communities across the country. Many local jurisdictions have created dedicated staff positions focused exclusively on addressing the digital divide and creating digital equity. A national organization, the National Digital Inclusion Alliance (NDIA), has organized to provide research, frameworks and collaboration opportunities to help address digital inclusion trends and needs. The SCDI has met with Angela Siefer, the executive director of the NDIA, to consult on the strategy and development of this report.

Examples

San Francisco



In 2017, the City and County of San Francisco created the SF Digital Equity Initiative. Staff estimate that approximately 100,000 San Francisco residents lack Internet access at home. The initiative published a Digital Equity Playbook in April 2018 to assist agencies implementing digital inclusion programs.

SJ Digital Inclusion Fund

The City of San José created a Digital Inclusion Fund supported by fees paid by telecommunications companies from the siting of small-cell 5G infrastructure. The City and the California Emerging Technology Fund (CETF) have committed to raising additional private funding. The Digital Inclusion Fund is expected to connect 50,000 San José households to broadband while supporting digital skills development.

Kansas City Coalition for Digital Inclusion

The Kansas City Coalition for Digital Inclusion is a group of public, private and nonprofit partners working to advance digital inclusion in Kansas City, Missouri. Their strategic focus areas include broadening participation, connecting people, overcoming barriers and raising awareness.



Louisville



OFFICE OF
CIVIC INNOVATION
AND TECHNOLOGY

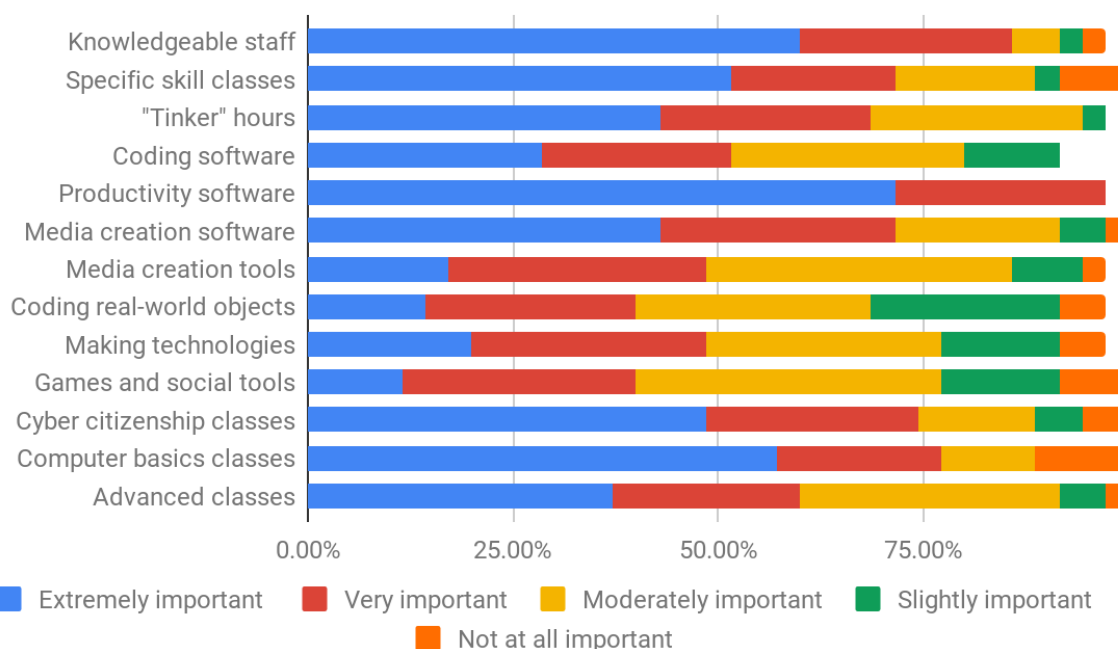
The City of Louisville's Office of Performance Improvement & Innovation Team leads a citywide effort to address digital inequity in collaboration with community partners. The Team published a Digital Inclusion Plan that recommends ways to remove barriers to digital access, skills development and hardware with an emphasis on jobs and education.

Research on Local Needs

The SCIDI distributed two surveys to workshop participants and community partners to assess the importance and local needs around public computing spaces and digital skills. Within the first survey, participants identified productivity software, such as Microsoft Word and Excel (71%); knowledgeable staff available during the hours of operation (60%), and basic computer classes (57%) as extremely important resources. This feedback also reflects recurring themes/sentiments from dialogue in the community workshops.

Additional important resources identified include cyber citizenship classes, specific digital skills classes, media creation software, “tinker” hours for drop-in projects and experimentation, and advanced classes such as coding. Below is a table on the public computing spaces survey responses.

Public Computing Space Survey: Resource Importance

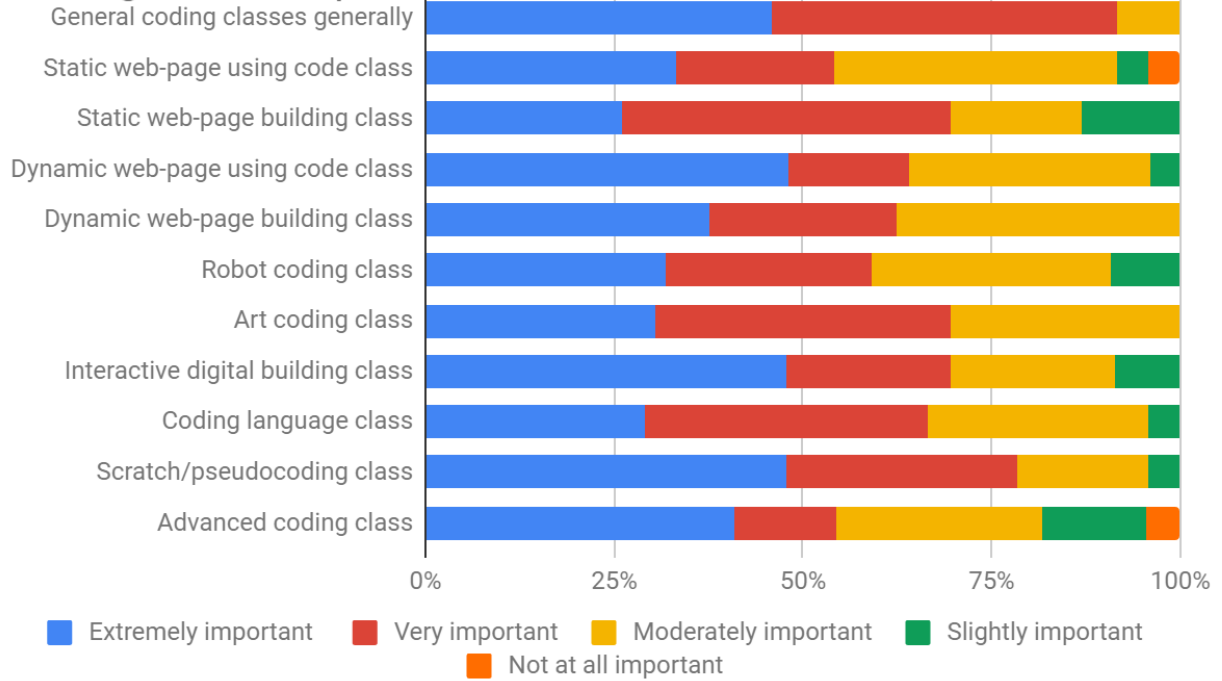


Public Computing Space survey participants also were asked whether it is more important for the space to offer more open hours or formal instructional times. Survey responses show that community members valued open hours (48%) more than formal instructional time (33%), while 18% found both resources equally important.

With regard to digital skills, SCIDI delivered a Coding Needs survey focusing particularly on coding service importance. Participants identified dynamic web-page building classes using coding, interactive digital building classes, and scratch/pseudocoding classes as extremely important services (48% of participants). The survey also captured participant feedback on coding/digital skill development target populations, methods, outcomes and equipment. Participants shared equal value in targeting skill development programs to youth versus adults and self-guided learning opportunities versus formal instruction. Alternatively, participants showed a preference for

programming that provided digital skill development opportunities that worked toward certification versus programs that focus on building digital skill confidence.

Coding Needs/Importance



Community Engagement and Themes

SCDI facilitated four community workshops in Sacramento County to collect community feedback and direct service provider insights on digital equity needs within the County. The workshops were held between July and August 2019 at the following locations:

1. Martin Luther King Jr. Library, Sacramento City District 8
2. North Sacramento Hagginwood Library, Sacramento City District 3
3. Walnut Grove Library, County District 5
4. Oak Park Community Center, Sacramento City District 5

Approximately 30 community partners and members participated in the workshops, representing varying organizations and communities within the County. SCDI shared background information on the history of the coalition, preliminary research that guided the development of coalition's efforts, and proposed three strategies to achieve digital equity in our region. The strategies discussed focused on the need for public computing spaces, access to computing devices, and opportunities to develop skills to address the varying indicators of digital inclusion. The emerging themes that translated throughout all of the workshops included:

1. Digital inequity disrupts one's social, economic, and democratic life.
2. There are digital equity deserts in Sacramento County.
3. Digital skills are critical thinking skills.
4. Handheld devices are limited resources for meaningful access.
5. The highest priority in rural areas is access to the internet.

Digital inequity disrupts one's social, economic, and democratic life



A woman at the North Sacramento workshop has been trying to learn Photoshop and photo editing skills. She wants to do digital photography, but has not had the correct learning opportunity. A staff

member with Sacramento Employment Training Agency repeatedly stresses to her clients that resumes created on a smartphone are often inferior to those composed on a full PC. A resident of the Delta continues to run, to his dissatisfaction, his work email from an @frontier.com email address because he cannot figure out how to migrate his email from one service to another.

These instances, drawn from our workshops, illustrate how skills, hardware and connectivity inequities create digital divisions in the lives of Sacramento community members. The recommended actions proposed in this report seek to address issues like the ones described above, in an inclusive and comprehensive fashion.

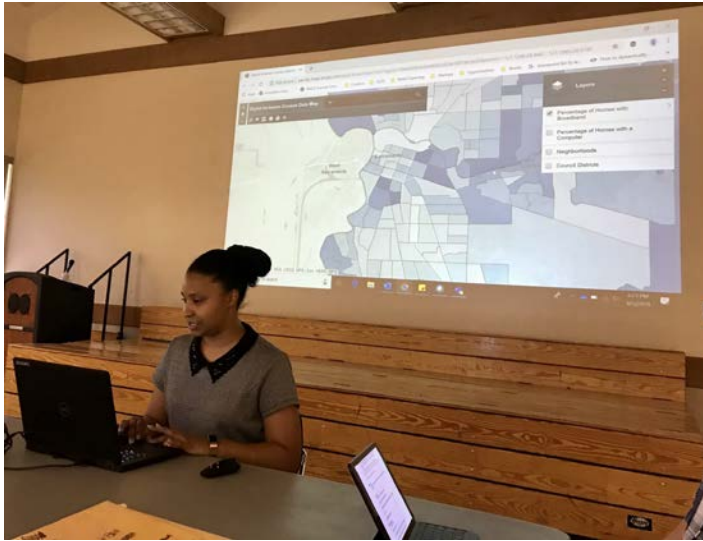
There are digital equity deserts in Sacramento County



A person experiencing homelessness in the Del Paso Heights area has his own phone and computer, but he is offline after 9 p.m. because the batteries for all his devices are dead by the late evening. A resident of the Delta is confounded how rural regions of Alaska have better connectivity than he does, so close to the most technologically advanced state's capital. Children in the Oak Park area spend hundreds of hours online at the local library because that is where the connection to the internet, and therefore the rest of the world, is available to them. Nearly 25 percent of students at Sacramento City College are using mobile devices for homework.

Digital equity deserts exist within Sacramento County. They can be caused by issues like lack of power, lack of internet access or lack of meaningful scaffolds to skills, as described by workshop participants. These deserts are in some cases defined by geographic issues, and in others, follow a person around regardless of their location. True solutions to the issues of digital equity deserts consider the logistics of not only a particular geographic region, but also historical factors related to the particular populations that live in a given region.

Digital skills are critical thinking skills



A workshop participant said that his Hispanic parents have a cultural preference to physically working hard and learning traditional academic skills over digital learning. A digital skill instructor highlighted how learning digital skills is foundational to any professional task. A North Sacramento resident said that without proper motivation in sight, youths will not engage with any skill learning.

Digital Skills, and the learning opportunities they create, translate to all facets of life. The SCDP's recommendations and the opportunities those recommendations create aim at bridging the digital divide, but also work to create meaningful learning and critical thinking opportunities for residents of our region. Critical thinking -- analyzing information, combining disparate pieces of information to develop conclusions and breaking complex tasks down into discrete actions -- is a digital skill. Activities that teach digital skills also teach this larger life, and employability, skill of critical thinking.

Handheld devices are limited resources for meaningful access

Although mobile broadband access through handheld devices provides many valuable resources, input activities, especially related to employment and government resources, have many limitations. Due to the small screen and keyboard sizes of handheld devices, completing job applications poses many challenges for users. An employee from the Sacramento Employment and Training Agency shared that 16- to 24-year-olds looking for employment do not recognize the limitations of handheld devices until they begin applying for jobs on their device. Additionally, typing an essay or completing government forms/applications poses the same problems.

The highest priority in rural areas is access to the internet

Lack of adequate broadband infrastructure is a [well-documented](#) issue in the Sacramento region. In rural areas of the region, impacts of the lack of high-speed internet are felt from two perspectives. Residents experience the aforementioned disruptions to social, economic and democratic life related

to lack of access. From a business standpoint, the lack of broadband coverage inhibits the use of agricultural technologies (AgTech) that can help farmers and other rural businesses increase resource efficiencies and productivity. The Brookings market assessment identified the intersection of agriculture, food, science and technology as a high potential cluster for economic growth. Access to adequate broadband infrastructure is a key component of unleashing the potential for rural economic growth

Recommendations

Skill Increase

7.5 K technology challenge

According to the Brookings Institute’s Sacramento Region Report, the Sacramento Region’s mean digital occupation score is second highest among American Middleweight communities. Additionally, many of the hardest-to-fill positions in the region require high digital skills, skills that are improved through basic exposure to computer science. With decreasing national internal migration trends, the Sacramento Region should prioritize educational pathways to fill these positions locally. Just 1.5 percent of Americans moved to a different state in 2017, down from 2.9 percent in 1990 (McKinsey Global Institute 2019). The McKinsey Global Institute *Future of Work in America* report recommended that communities in the mixed middle segment (Sacramento was identified as a mixed middle, stable city) need to accelerate economic growth and focus on entrepreneurship and skills development. Targeting communities in our region that have little exposure to technology and digital-skill development opportunities can strengthen our workforce to meet local employment needs, actively including the diverse populations that comprise our community.

The recommendation of the SCDI is to focus on skill acquisition of the K-12 population across a variety of technology skills. Specifically, we propose that the coalition offer out-of-school learning opportunities for K-12 students that focus on Code, Digital Media Creation and Digital Literacy. These learning opportunities will target identified at-need communities. We recommend that our region engage 7,500¹ students in these kinds of out-of-school technology learning opportunities. We propose that those 7,500 students come from census tracts where broadband adoption is less than 82% (California’s state-wide adoption average). In the resources and maps section of this report, there are tools to help service providers geographically locate these regions.

Outcomes

This 7.5 K technology challenge is not about teaching a mastery of a particular coding language, or a preparatory step towards a particular type of automation or industry work. Rather this effort is really about engagement and excitement for digital learning and skills. We see this challenge as a place to build foundational tools and engagement with the basics of digital learning. From strong beginnings can come future opportunities for mastery and meaningful economic, technology-based opportunity.

¹ This 7,500 number is calculated based on these factors. In our region, there are 57,973 households without broadband subscriptions in those census tracts without an 82% adoption rate. 16.5% of California’s population is school-aged (between 6 and 18). 16.5% of the 57,973 is 9565 households. To reach 80% of those households would number approximately 7,500.

The outcomes of these learning opportunities are not designed to be tied to a particular coding language, technology tool or technical mastery. Instead, the proposed outcomes center around:

- Excitement for computer science concepts
- Increase in confidence for computer science skills
- Ability to see oneself in a technical career in the future
- Confidence in ability to solve technical challenges independently

We recommend that service providers be given these outcomes as targets and that an exactly similar pre and post survey be given to providers to create assessments in their students' learning. By collectively using the same measurement tools, we can, as a region, describe with accuracy the change in attitudes and beliefs that our combined efforts have resulted in. By undertaking these learning opportunities in the statistically separated communities, we know that efforts will be maximized. Well-resourced communities often provide opportunities that are universally accessible and, even when a segment of that community suffers from the digital divide, that difference is more likely to disappear later in life. We recommend that we focus our 7.5 technology challenge in places where the digital divide is the most acute because that will help ensure that our efforts are, in the words of a workshop participant, 'optimized and not trivial.'

Stretch Goals

A piece of feedback clearly communicated at several of the workshops was that a focus on skill increase ought not be confined to strictly a K-12 population. Offering opportunities to adult learners is important for many community members and stakeholders. Part of the justification for targeting that audience is that adult learners often set the example for children in the home, adult learners have active digital needs as well, and that it is 'never-too-late' to learn something new. Although the opportunities for high-affect outcomes remain the most present in children, a 'stretch' goal beyond the 7.5k technology challenge should include learning opportunities for adult learners as well.

Digital Inclusion Week

Skill increases in technology can happen through formal instruction via a dedicated instructor. It is also worth noting that self-guided or self-paced learning can achieve the same result. Further, our identified efforts are meant to specifically engage students in out-of-school time. Other digital learning opportunities not specifically targeted in sections above (in the classroom learning, learning for seniors, self-paced instruction, college learners) have worth for our region as well.

One of the ultimate purposes of setting an instructional goal around reaching a certain number of students is that the goal can activate other organizations to help meet that ambition. Similarly, rallying organizations behind dedicated times of a response to a community need can unite stakeholders, providers and the public in addressing the same issue. International Digital Inclusion Week is held annually in October. It is the recommendation of the coalition that this week will be identified by stakeholders, be used as a measuring post to describe the digital inclusion activities of the region and act as a rallying cry for organizations engaged in the work of creating digital equity.

Hardware increase

Surplus Hardware Distribution

The California Department of Technology's Office of Broadband and Digital Literacy supports the California Broadband Council, which is charged with promoting broadband deployment in unserved and underserved areas of the state and broadband adoption throughout the state for the benefit of all Californians. As part of this effort, the Council established a Surplus Equipment Task Force that is focused on creating a pipeline of surplus desktop and laptop computers for distribution to families in need at no cost.

Although state law generally requires the sale of personal property at fair market value, school districts enjoy a special exemption to this rule. According to California Public Contract Code Section 10389.1:

The Department of General Services, if feasible and consistent with existing law, shall first offer appropriate state surplus personal property to school districts prior to offering that property to the public, except for property more appropriately suited for public safety uses. The department may offer school districts state surplus personal property at less than fair market value, if it is determined by the Director of General Services to be in the best interests of the state.

Under the Department of General Services' implementation of this statute, eligible K-14 schools may receive surplus computing devices from the State of California at no cost. The Surplus Equipment Task Force is working to establish a program that would scale the distribution of surplus computers statewide.

In collaboration with the Task Force, SCDI has spoken with potential partners to operationalize a surplus hardware distribution program in Sacramento and identified two potential barriers to implementing such a program. First, State of California computers provided generally have had their data wiped and, therefore, do not include an operating system at the time of provision. The Coalition has yet to identify a dedicated organization that can install operating systems at the volume needed to justify creating an ongoing distribution program. Second, although computers may be provided to a school and then passed on to a refurbisher to ensure that computers are in proper working order and install an operating system, a refurbisher would need to cover the labor cost associated with this work. Similarly, while Microsoft provides discounted Windows licenses for computers that provide community benefit, that is still an additional cost. For example, a local organization quoted a price of \$30 per computer to install Windows, along with basic productivity software.

Despite these constraints, SCDI plans to pilot the provision of surplus computers during Digital Inclusion Week 2019 to begin testing various distribution approaches. For example, the use of volunteers to install the free and open-source operating system Ubuntu (a version of Linux) during a weekend "Install Fest" or "Install-a-thon" over several hours may provide a sufficient number of computers for initial distribution. An alternative to this approach may be to offer students the

opportunity to install an operating system as part of a digital skills training workshop. Under this model, participants would learn to install an operating system on a computing device they could ultimately take home from the event and keep. To be sure, SCDI's intent is that any distribution program target communities with the greatest need. These communities are visualized in the computer ownership maps provided in this report.

SCDI will continue to identify potential sources of grant funding or sponsorships to cover the cost of scaling a local refurbishing and distribution program. In addition to encouraging additional public agencies beyond the State of California - and local agencies, in particular, SCDI recommends that civic leaders encourage the participation of private sector businesses in such a program, which may have more frequent hardware refresh cycles and may benefit from tax advantages associated with charitable giving. To achieve economies of scale, SCDI recommends that a single hardware pool be established from which community organizations may apply to receive refreshed devices for programmatic distribution. If successfully executed, such a program could lead to the provision of thousands of devices in the possession of those who would benefit the greatest.

Broadband Increase

Public Access Computing Labs

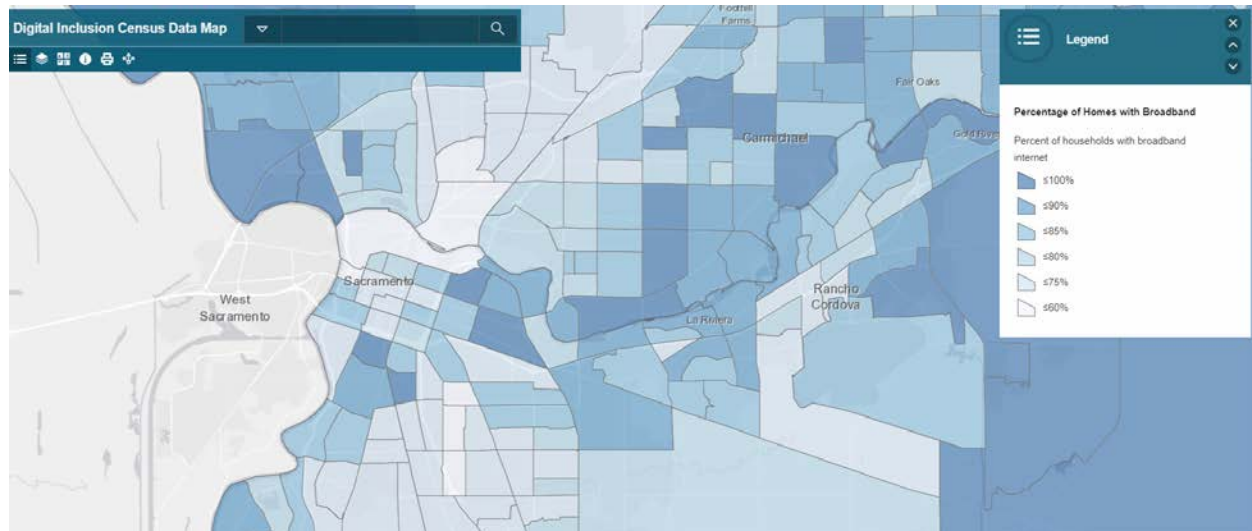
The greater Sacramento area already has public-access computer labs in some measure. They go by many names, depending on how they serve particular populations. Schools have labs and access spaces that specifically serve students, organizations like SETA have labs that are specifically designed for job seekers, and libraries have public-access computing spaces that are entirely democratic, for instance.

These spaces meet several important needs. In some capacity, they offer the location where skill instruction or hardware access can be obtained. Classroom instruction or one-on-one technology help is often best suited for an open, inclusive space, after all. A person that only needs a computer for 5 hours a week might be better served by sharing a machine in an organized fashion, like one sees in a library space. One of the greater virtues of these labs is that they make broadband internet speeds available to people. The connections are typically well managed, effective, reliable and high-speed.

It is with these facts in mind that the SCDI recommends that public internet needs can be met, in some form or fashion through the creation of these labs. Because wifi technology is cheap, expected and ubiquitous, these spaces are best served when, in addition to having public terminals that are on a network, there is also a wifi network that users can access with their own personal devices.

In examining what these spaces could look like in the Sacramento region, we took into consideration many different possibilities. Should they spaces include 3d printers? Are instructional hours or open access hours more important? Are microcomputers useful, or do most people simply expect full form PCs in these spaces? By coming to an understanding of the potential that community members see in these kinds of spaces, we can better define what will make a particular space successful and what will be a less useful effort.

The recommendation of the coalition is that the region develop 3 more of these lab spaces in the next 24 months. These spaces should have designs, hours and programs that fit the specific needs of the community in which they are situated. An examination of the Digital Inclusion Census map located on the SCDI webpage can help in the designs of where these additional locations be placed.



Our previous community surveys and interactions (outlined in the Research on Local Needs section) indicate good starting points of technology, services and amenities to consider.

Beyond Public Spaces

It should be noted that there are two underlying issues for which public computing spaces are a poor solution.

One came out of the experiences of several of our workshop participants who are experiencing homelessness in the North Sacramento area. Participants noted that access to power was of particular importance. Part of their needs for internet technologies are being met well by existing infrastructure and programs. They had cell phones or devices that could provide them a connection that they felt happy about. The issue, though, is that these devices don't hold enough energy to meet their needs at the scale that their needs exist. Cell phones that function as hotspots run out of electricity. Personal computing devices run out of battery early into the evening. They have tried to meet these problems through a variety of solutions - portable battery packs, solar-charged batteries and the like. But ultimately, what would serve them the best, and the most effectively in the medium term, is if there were publically available outlets that could be accessed outside of business hours. Further, because it is just not one person with a demand for power (and stored power on multiple devices), efficaciously designed power-outlet access is important. One person will frequently bring in more than one device, and utilize all the outlets at a given space for all their devices. This kind of power demand should be considered as public spaces are designed. That power-users are not coming into the space with a 1-person-1-device ratio should be factored into

considerations about outlets and power. Additionally, sometimes an openly accessible outlet is almost as useful as a fully staffed computer space at certain times of the day.

The other special case to be considered comes from the Delta. Unlike the residents of North Sacramento, there are many in the Delta that are unable to buy effective internet access that is reliable, fast and reasonably priced. The scope of what the coalition is considering presently does not include specific contracts to bring access to specific regions, but it is the recommendation of the coalition that a feasibility study be conducted on the ability of government agencies to provide wired connections, a mesh wireless network, or a large-area wireless network to the Delta regions. This feasibility study should examine the logistics of wireless access in the Delta, catalog current issues related to internet access and test possible solutions.

Broadband Access and Broadband Adoption

As mentioned in the *Beyond Public Spaces* section of this report, there are communities in the Sacramento region where the ability to purchase high-speed internet is not a feasible possibility. Additionally, there are segments of our population for whom broadband is accessible, but there are hurdles to successful adoption of this technology because of other issues to access -- specifically reliable access to electricity.

But there is another type of barrier to digital equity relating to broadband speeds that should be addressed -- broadband adoption that is stalled or prevented because of financial constraints. The long-term remedy for this would be better economic options. The short-term solution is for coalition members to function as a 'go-between' and use 'opportunity cards' to help at-need families take advantage of broadband speeds at reduced prices through the private sector.

Opportunity Cards

Looking to provide someone with the gift of the Internet? Partner like you can help connect households to the Internet by purchasing Opportunity Cards that can be used toward the cost of paying for Internet Essentials service. Opportunity Cards can be purchased in increments of \$30, \$60, 90 and \$120.



To order Opportunity cards, please go to [this site](#)

Programs, like Comcast's opportunity cards, provide such a remedy. A recommendation of the committee is that such an opportunity be investigated and that ideas around utilizing these types of programs be made convenient and accessible to on-the-ground service providers. Additionally, it would be valuable for coalition members to have an intake and follow-up procedures for those who

sign up for these services, so that outcomes of broadband adoption could be measured and understood.

Coalition Infrastructure and Capacity



Current Coalition Infrastructure

Currently, the Sacramento Coalition for Digital Inclusion is an alliance of organizations, institutions and entities that are aligned in bridging the digital divide for the Greater Sacramento Region. This coalition is currently being led by a steering committee, which is driving efforts forward by deciding on the priorities and order of business for the coalition.

As a steering committee, we currently are providing 10 hours a week of in-kind support in an effort to see the coalition take official roots. The steering committee is offering capacity with regard to planning, coordinating, strategizing and executing for the coalition.

The steering committee has developed capacity for the coalition by:

- Establishing a vision and mission
- Setting the framework for action

Desired Future State

A desired short-term future state would be to identify a revenue or funding stream that could support in funding personnel to dedicate time and expertise to the coalition. The focus of this individual would be to build capacity by:

- Further researching best practices regarding organizational structure and operating mechanisms
- Assuring technical assistance is being met
- Developing and providing leadership in this realm
- Arranging resources for mobilization at both community and regional level

Once this capacity is met, the coalition could begin to expand by developing a framework and model for change. As this framework is generated, strategic and action plans will guide the coalition's efforts with regards to implementation.

The coalition is recommended to be housed as part of some organization, entity or institution in order to ensure sustainability as implementation occurs. The nature of where the coalition lives in the future will be a result of implementation and funding streams. In looking at best practices across the nation, the operating bodies of these coalitions vary.

Operating Bodies:

- Kansas City - Collaborative with Executive and Steering Council
- Charlotte - Knights Foundation
- San Francisco - City of San Francisco

Maps / Resources

Digital Inclusion Census Data Map, *The Sacramento Coalition of Digital Inclusion*

This map that shows household computer ownership and broadband subscriptions within varying neighborhoods and census tracts to illustrate the varying broadband adoption and access needs of our community. Data for this tool was pulled from the U.S. Census Bureau 2010 American Community Survey.

<https://saccity.maps.arcgis.com/apps/View/index.html?appid=90abd5fecb3b4f65b1d29e14976e1e20>

Additional resources are available below.

Broadband Adoption Gap Analysis, California Advanced Services Fund Adoption Account, *Selena Huang, Ava Tran, & Carlos Jennings*

The purpose of this Adoption Gap Analysis is to identify a baseline for demographic barriers to broadband adoption and provide information to support important program and regulatory decisions related to the California Advanced Services Fund (CASF) Broadband Adoption Account (Adoption Account). Based on the results of the Adoption Gap Analysis, staff has produced the following: 1) an updated online California Interactive Broadband Map (<http://www.broadbandmap.ca.gov/>) to include adoption rates and various demographic data at the census tract, block group or block level, 2) a list of the top ten low income and low adoption communities that should be of focus for adoption work, and 3) a map highlighting all census tracts in California with low adoption rates (< 50%) and low income (those with a median household income <\$51,500). The purpose of identifying these communities and providing access to these maps is to aid decision makers, stakeholders and potential applicants in determining areas with the greatest need and where CASF Broadband Adoption funds might have the greatest impact.

[https://www.cpuc.ca.gov/uploadedFiles/CPUCWebsite/Content/UtilitiesIndustries/Communications/Reports and Presentations/CDVideoBB/BAGapAnalysis.pdf](https://www.cpuc.ca.gov/uploadedFiles/CPUCWebsite/Content/UtilitiesIndustries/Communications/Reports%20and%20Presentations/CDVideoBB/BAGapAnalysis.pdf)

Case for Support: The Foundational Research Bias for the School2Home Program Design, Recent Findings and Current Policies that Support Action

This report provides the research foundation for the design of School2Home. The overall School2Home comprehensive approach is delineated and the 10 Core Components are described along with the evidence for each. The report highlights recent far-reaching reforms in state and federal education policy and illustrates how School2Home supports these changes in policy and practice. It concludes by discussing and documenting how new education policy and the growing body of research on educating college-and-career-ready students argue for additional investments in School2Home. School2Home informs a path forward for education leaders from the public, private and philanthropic sectors to work together to prepare a new generation of California workers.

<https://d3n8a8pro7vhmx.cloudfront.net/cetf/pages/149/attachments/original/1519087809/CaseForSupport.pdf?1519087809>

Closing the Digital Divide: A Historic and Economic Justification for Government

Hon. Lloyd Levine (ret.) & Matthew P.H. Taylor

Access to high-speed Internet is essential for full and consequential participation in the civic, economic, and education systems of modern life. According to the Annual Broadband Adoption Survey, approximately 30% of Californians continue to lack “meaningful internet access” at home, creating a Digital Divide that is worse among already disadvantaged communities. As recent efforts have made access to the necessary broadband infrastructure near ubiquitous, this indicates alternative barriers to expanding the adoption of broadband technology. We explore the economic benefits of broadband adoption and historical precedence of government investment in utility infrastructure and adoption, arguing that government support for broadband must move beyond infrastructure deployment to further household adoption. We develop a framework for thinking about broadband adoption, applying it to the case of California to generate policy recommendations.

https://spp.ucr.edu/sites/g/files/rcwecm1611/files/2019-04/closing_digital_divide.pdf

Digital Inclusion Playbook, Charlotte Digital Inclusion Alliance

<http://www.charlottedigitalinclusionalliance.org/playbook.html>

Digital Inclusion Summit Report January 2015, Kansas City Coalition for Digital Inclusion

http://digitalinclusionkc.org/sites/default/files/DigitalInclusionReport_Jan2015.pdf

Equipping Future Nonprofit Professionals With Digital Literacies for the 21st Century

Jimmy A. Young

Digital technologies now permeate the professional interaction, access, and distribution of information. Future nonprofit professionals must obtain the necessary skills and knowledge to leverage the power of digital technologies in an ethical and appropriate manner. The challenge for educators and their students moving into the professional realm involves the disruption of traditional forms of professional training through digital technologies. This paper demonstrates how technology is utilized to equip students with digital literacies through the evaluation of a course that included digital technologies. The course focused on communication, marketing, and digital activism in the nonprofit and voluntary sector. Data were gathered over four semesters, and findings indicate that through participation in the course students experienced growth

in digital literacies across all domains. Educators can help prepare future professionals by equipping them with the necessary digital literacies to ensure they become competent professionals.

<https://js.sagamorepub.com/jnel/article/view/8309>

Technology Policy Institute, *John B. Horrigan, PhD*

Using an original survey of participants in a low-income broadband program operated by Comcast, it identifies why certain formerly-unconnected low-income households subscribed and examines the effects of being digitally included. The sample of respondents comes from subscribers to the Comcast Internet Essentials (IE) program, which was established in 2011 as a voluntary condition of Comcast's acquisition of NBCUniversal. The large number of households (over 1.5 million) who have subscribed presents a valuable research opportunity for learning more about the benefits of home broadband adoption.

https://techpolicyinstitute.org/wp-content/uploads/2019/08/Horrigan_Reaching-the-Unconnected.pdf

San Francisco Digital Equity Playbook, *San Francisco Committee on Information Technology*

The San Francisco Digital Equity Playbook is aimed at agencies who serve vulnerable populations most at-risk of being digitally excluded. It consists of a collection of ideas, or “plays,” for these organizations to better understand their clients’ digital needs, help them get connected, and build their digital skills.

<https://sfcoit.org/sites/default/files/2018-04/Digital%20Equity%20Playbook%20v1.pdf>

San José Launches Digital Inclusion Fund to Close the Digital Divide, *City of San José Press Release*

<http://www.sanjoseca.gov/DocumentCenter/View/82743>

Student Technology Needs and Digital Skills, *Lan Hoang*

Sacramento City College student and faculty surveys on student technology needs and digital skills.

https://dms.scc.losrios.edu/alfresco/d/d/workspace/SpacesStore/51d70008-3750-4e71-833e-288c96ad8860/1.Student%20Technology%20Needs%20and%20Digital%20Skills_Survey%20Result%20Report.pdf

Acknowledgements

This report reflects the input of many individuals and organizations. Valuable contributions came from the individuals listed below:

- Ryan Malhoski, GIS Specialist, City of Sacramento
- Linda Beymer, Library Communications Analyst, Sacramento Public Library
- Naty Kasloff, Visual Communications Specialist, Sacramento Public Library

This report is an independent work product and the views expressed are those of the Coalition and do not necessarily represent those of the individual Coalition members or their employers.



Sacramento Public Library Authority

September 26, 2019

Agenda Item 8.2: A Proclamation Recognizing Digital Inclusion Week 2019-October 7-11, 2019

A PROCLAMATION RECOGNIZING DIGITAL INCLUSION WEEK 2019 – OCTOBER 7-11, 2019

WHEREAS, digital equity will be achieved when everyone has access and use of digital skills training, the Internet, and technology devices to be successful in society, democracy, and the economy regardless of their background and identity; and

WHEREAS, the Sacramento Coalition for Digital Inclusion consists of over 40 organizations and is focused on creating more opportunities for digital equity in the Greater Sacramento Region; and

WHEREAS, the Sacramento Coalition for Digital Inclusion facilitated public workshops between July and August 2019 across four locations within Sacramento County to collect community feedback and service provider insights on digital equity needs within the County; and

WHEREAS, the Sacramento Coalition for Digital Inclusion published a report in September 2019 finding that digital inequity disrupts one's social, economic, and democratic life and that digital equity deserts exist in Sacramento County; and

WHEREAS, the Sacramento Coalition for Digital Inclusion is a member of the National Digital Inclusion Alliance, which represents more than 350 affiliated organizations in 44 states working toward digital equity; and

WHEREAS, the National Digital Inclusion Alliance is the sponsor of Digital Inclusion Week 2019, an international event to raise awareness of solutions addressing home Internet access, personal devices, and local technology training and support programs.

NOW, THEREFORE, BE IT RESOLVED by the Sacramento Public Library Authority Board that we do hereby recognize October 7th to 11th, 2019 as Digital Inclusion Week to raise awareness about the importance of achieving digital equity in Sacramento.

ISSUED: This 26th day of September, 2019

Darren Suen, Authority Board Chair



September 26, 2019

Agenda Item 8.3: Library Director Contract Amendment

TO: Sacramento Public Library Authority Board

FROM: Jennifer Gore, Legal Counsel

RE: Library Director Contract Amendment

SUGGESTED ACTION(S):

Adopt Resolution 19-42, approving the attached Amendment No. 2 to the Library Director's contract to include a 2.5% increase to the Library Director's compensation and authorize the Chair of the Board to execute the amendment.

BACKGROUND:

At the Library Board's August 22, 2019, the Board completed the Library Director's performance evaluation. During that evaluation, the Board indicated that the Library Director's performance warranted the Board's consideration of an increase to her base salary. The Library Director has requested a 2.5% increase.

Consistent with the Brown Act, the Board directed legal counsel to prepare a draft contract amendment for consideration by the Board at its next regular meeting to allow the Board consider the requested increase.

ATTACHMENT(S):

[8.3 Library Direction Contract Amendment - RES 19-42.pdf](#)

[8.3 Library Director Contract Amendment - EXH A - Amendment No. 2 to R Sass Employment Agreement.pdf](#)



Sacramento Public Library Authority

RESOLUTION 19-42

Adopted by the Governing Board of the Sacramento Public Library Authority on the date of:

September 26, 2019

APPROVING AMENDMENT NO. 2 TO THE LIBRARY DIRECTOR’S CONTRACT TO INCLUDE A 2.5% INCREASE TO THE LIBRARY DIRECTOR’S COMPENSATION AND AUTHORIZE THE CHAIR OF THE BOARD TO EXECUTE THE AMENDMENT

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE SACRAMENTO PUBLIC LIBRARY AUTHORITY AS FOLLOWS:

1. Amendment No. 2 to the Library Director’s contract to include a 2.5% increase to the Library Director’s compensation, is hereby approved.
2. The Chair of the Board is authorized to execute the amendment.

Darren Suen, Chair
Sue Frost, Vice Chair

ATTEST:

Rivkah K. Sass, Secretary

By: _____
Roxana Puerner, Assistant Secretary

ATTACHMENT(S):

Exhibit A: Amendment No. 2 to the Employment Agreement between Rivkah K. Sass and the SPLA

**AMENDMENT NO. 2 TO EMPLOYMENT AGREEMENT
BETWEEN
RIVKAH K. SASS
AND THE SACRAMENTO PUBLIC LIBRARY AUTHORITY**

This Amendment No. 2 to the August 28, 2014, Employment Agreement is entered into as of September 26, 2019, by and between the Sacramento Public Library Authority (“Authority”) and Rivkah K. Sass, (“Chief Executive Officer”).

RECITALS

- A. On May 28, 2009, the Governing Board of the Sacramento Public Library Authority (“Governing Board”) approved the appointment of Rivkah K. Sass as Library Director and Chief Executive Officer of the Sacramento Public Library Authority.
- B. On August 28, 2014, the Governing Board approved the renewal of the Employment Agreement through August 22, 2019.
- C. On October 25, 2018, the Governing Board entered into an amendment to the August 28, 2014, Employment Agreement (“2014 Agreement”) to extend the term through December 31, 2020.
- D. The Governing Board now wishes to enter into a second amendment to the 2014 Agreement to increase the Library Director’s base salary by 2.5%.

Now, therefore, Authority and the Chief Executive Officer agree as follows:

- 1. Section 3 of the 2014 Agreement (“COMPENSATION”) is amended to reflect that the Library Director’s current base salary is increased by 2.5%.
- 2. All other terms and conditions of the 2014 Agreement shall remain in full force and effect.

SACRAMENTO PUBLIC LIBRARY AUTHORITY

CHIEF EXECUTIVE OFFICER

Darren Suen, Authority Board Chair

Rivkah K. Sass, Chief Executive Officer

Date:_____

Date:_____